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CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1996 APR 22 3:10 PM FEE 14.00 DEP JB  
REC'D FOR INWEST TITLE SERVICES INC

144-BLK 12 Farm BC **RECIPROCAL AGREEMENT**

This agreement dated *JJD* April, 1996 made by and between John T. Rhees individually and as Trustee of the John T. Rhees Revocable Family Trust, dated June 23, 1982 (hereafter Rhees), and JBJ Associates, A Partnership (hereafter Jones), in consideration of land conveyed by Quit Claim Deed recorded concurrently herewith and other valuable consideration, for the purpose of establishing reciprocal rights of ingress, egress, parking, and providing for construction and installation of improvements now and in the future as described below. The land affected by this agreement is described as follows:

BEING PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS NORTH 0 DEGREES 07 MINUTES 50 SECONDS WEST 923.14 FEET, AND SOUTH 89 DEGREES 52 MINUTES 10 SECONDS WEST 595.21 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION; RUNNING THENCE NORTH 89 DEGREES 52 MINUTES 10 SECONDS EAST 622.81 FEET; THENCE SOUTH 0 DEGREES 07 MINUTES 50 SECONDS EAST 40.00 FEET; THENCE WEST 253.9 FEET; THENCE NORTH 58 DEGREES WEST 37 FEET MORE OR LESS, TO A POINT 20 FEET SOUTH OF LAND CONVEYED BY DEED RECORDED IN BOOK 1184, PAGE 622 RECORDS OF DAVIS COUNTY; THENCE SOUTH 89 DEGREES 52 MINUTES 10 SECONDS WEST 335 FEET MORE OR LESS TO A POINT SOUTH 24 DEGREES 43 MINUTES 36 SECONDS EAST OF THE POINT OF BEGINNING; THENCE NORTH 24 DEGREES 43 MINUTES 36 SECONDS <sup>WEST</sup> 21.99 FEET TO SAID POINT OF BEGINNING.

*PART 08-087-0114 & 08-087-0115*

It is agreed by the parties herein that improvements to be constructed by Rhees at his expense and for the benefit of Rhees and Jones will include the following:

- concrete curbing and driveway approach,
- landscaping,
- asphalt paving over the entire length of said right of way excluding those parts occupied by curbing or landscaping,
- installation of a six inch diameter water line as required by Farmington City,
- no less than twenty four striped asphalt parking spaces, twelve of which are to be constructed north of the north line of the parcel described above and twelve south of the south line of the same.

Twelve parking spaces described above as lying "south of the south line" are for the exclusive use of Jones.

Further, none of the parking spaces described herein shall be counted by Rhees against the minimum required by Farmington City for the issuance of any permits or licenses but may be counted by Jones for the same. The remaining twelve parking spaces are for the use of Rhees or Jones, their employees, clients, tenants, vendors, visitors and guests in connection with the business being conducted by the parties hereto and is limited to short-term parking by single-stall vehicles.

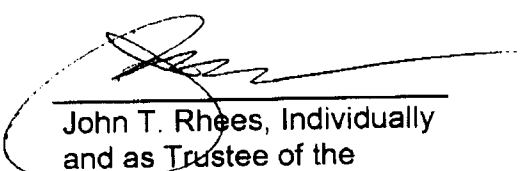
Planned construction during this phase includes two detention ponds with an interconnecting structure. Rhees agrees to cooperate with Jones at a future date for mitigation of wetlands issues should the same be raised by the Corps of Engineers. Rhees will allow Jones to count the area of the detention ponds located on Rhees' property as replacement wetlands should the same be required. Jones agrees herein for the southernmost detention pond to be constructed as now delineated on the existing Site Plan identified as Sheet No. A-O, David J. Dixon State of Utah Licensed Architect No. 1294-0201-1. Jones may at his option during future development relocate the southernmost detention pond,

In order to secure construction of the improvements described above the parties hereto further agree that the land conveyed by quit claim deed to Rhees and recorded concurrently with this instrument will revert to Jones should Rhees fail or cause to fail to construct said improvements by 31 December 1996. Extensions to that deadline may be granted by Jones on the basis of reasonable and unavoidable delays in construction that are beyond Rhees' control.

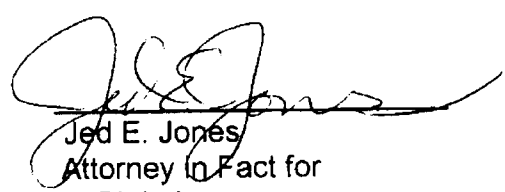
The parties hereto, their heirs, successors and assigns or tenants of the land owned by such party, by accepting the ownership, use or tenancy thereof hereby waive(s) any and all claim(s) of any type against each other, whether now existing or which may hereafter arise, and which result from the use of said driveway, right of way, parking area or other rights of the other party.

This agreement shall constitute a covenant to run with the land in perpetuity or until such time as the parties hereto, their heirs, successors or assigns agree to terminate said agreement.

In witness whereof, the parties hereto have executed this agreement this  
27<sup>th</sup> day of April, 1996.



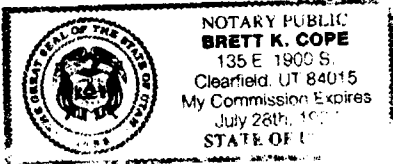
John T. Rhees, Individually  
and as Trustee of the  
John T. Rhees Revocable  
Family Trust, dated  
June 23, 1982



Jed E. Jones  
Attorney in Fact for  
J. Blair Jones,  
General Partner of  
JBJ Associates

State of Utah ( ) ss.  
County of Davis ( )

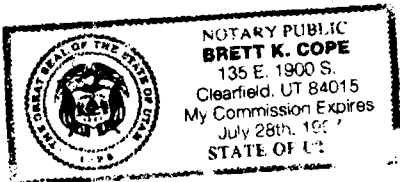
On the 22<sup>nd</sup> day of April, A.D. 1996 personally appeared before me:  
John T. Rhees as an individual and as Trustee of the John T. Rhees  
Revocable Family Trust  
the signer of the within instrument who duly acknowledged to me that he  
executed the same.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

State of Utah ( ) ss.  
County of ( )

On the 22<sup>nd</sup> day of April, AD 1996 personally appeared before me:  
Jed E. Jones, Attorney in Fact for J. Blair Jones, General Partner  
of JBJ Associates, A General Partnership.  
the signer of the within instrument who duly acknowledged to me that he  
executed the same.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public