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RICHARD T. MAUGHAN
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DEP eCASH REC'D FOR FOUNDERS TITLE CO.-LAYTON

WHEN RECORDED, RETURN TO:

Mark Thayne
704 N. 3500 W.
West Point, Utah 84015

D-39926

07-308-0005
09-308-0011

TWO-WAY RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement ("Agreement") is entered into and effective this 13th day of August, 2007 (the "Effective Date"), by and between Exiom Properties L.L.C, having a notice address of 704 N. 3500 W., West Point, Utah 84015, (referred to herein as "Exiom"), (in its capacity as owner of Parcel #1), and Whitmore Property Holdings, LLC, , a Utah limited liability company, having a notice address of PO Box 190, Clearfield Utah 84015, (in its capacity as owner of Parcel #2, (defined below), referred to herein as "WPH, LLC"). Exiom, and WPH, LLC may each be referred to herein individually as a "Party" or as an "Owner" and collectively as the "Parties," or the "Owners."

RECITALS

WHEREAS, **Exiom** is the owner of certain real property located in Davis County, Utah, described more particularly on Exhibit A attached hereto (the "Parcel #1"), which Exhibit A is by this reference incorporated into and made a part of this agreement; and,

WHEREAS, **WPH, LLC** is the owner of certain real property located in Davis County, Utah, described more particularly on Exhibit B attached hereto, ("Parcel #2") which Exhibit B is by this reference incorporated into and made a part of this agreement; and,

WHEREAS, **Exiom** and **WPH, LLC** each desire to provide an easement to the others, and to receive an easement from the others for use, ingress, egress, but excluding parking, between the Parcels, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

AGREEMENT

1. Definitions. In addition to the definitions provided in the Recitals above, the following definitions shall apply to this Agreement.

1.1 Benefited Site. The term "Benefited Site" shall mean and refer to the property that is benefited by certain easements and/or rights hereinafter set forth, and consequently constitutes the dominant estate with respect to such easements and/or rights.

1.2 Burdened Site. The term "Burdened Site" shall mean and refer to the property that is burdened by certain easements and/or rights hereinafter set forth, and consequently constitutes the servient estate with respect to such easements and/or rights.

1.3 Occupant. The term "Occupant" shall mean and include any of the Owners and any Person who shall be, from time to time, entitled to the use and occupy of any portion of both Parcel #1 and Parcel #2 under any lease, sublease, license, concession, agreement, or other instrument or arrangement under which such rights are acquired, including, without limitation, mortgagees in possession.

1.4 Owner. The term "Owner" shall refer to **Exiom** as to Parcel #1 and to **WPH, LLC** as to Parcel #2 as the context may require. The term "Owners" shall refer collectively to **Exiom** and **WPH, LLC** as the context may require.

1.5 Permittees. The term "Permittees" shall mean and refer to all Occupants and all guests, employees, licensees, agents, contractors, vendors and other invitees of Occupants.

1.6 Person. The term "Person" shall refer to any individual, partnership, joint venture, corporation, Limited Liability Company, trust, unincorporated association, governmental agency or other business entity.

1.7 Gas-line easement. The term "Gas-Line Easement" shall refer to the natural gas line running approximately North and South along East Edge of parcel #1 and is a total of 30 feet wide (15 feet on each side of the center line of easement).

3. Easements:

a. Easement Benefiting Parcel #1. The Owner of Parcel #2, as the Burdened Site, hereby grants to the Owners of the Parcel #1, as the Benefited Site, for the use of the Occupants and Permittees of the Parcel #1, a non-exclusive easement for the use and enjoyment of, over, upon, across and through the Gas-Line Easement of Parcel #2, for pedestrian and vehicular ingress, egress and access, but not for parking, within and limited to those portions of Parcel #2 that are improved for use as vehicle driveways. Specific access to Parcel #2 must be granted through, over, upon, and across the Gas-Line Easement area per Layton City requirements sufficient to meet emergency vehicle egress and ingress for Parcel #1.

b. Easement Benefiting Parcel #2. The Owner of Parcel #1, as the Burdened Site, hereby grants to the Owners of the Parcel #2, as the Benefited Site, for the use of the Occupants and Permittees of the Parcel #2, a non-exclusive easement for the use and enjoyment of, over, upon, across and through the Gas-Line Easement of Parcel #1, for pedestrian and vehicular ingress, egress and access, but not for parking, within and limited to those portions of Parcel #1 that are improved for use as vehicle driveways.

4. Non-Interference. No Owner shall permit, operate or install any parked vehicle, other object, or any improvements on such Owner's property which in any way unreasonably restricts or interferes with the reciprocal easements granted herein.

5. Nature of Easements and Rights Granted.

5.1 Easements Appurtenant. Each of the easements and rights granted or created herein is an appurtenance to the applicable Benefited Site, and none of such easements or rights may be transferred, assigned or encumbered except as an appurtenance to the applicable Benefited Site.

5.2 Nature and Effect of Easements. All of the easements, covenants, restrictions and provisions contained in this Agreement:

5.2.1 Create equitable servitudes upon the Parcels in favor of the other Parcels;

5.2.2 Constitute covenants running with the land; and

5.2.3 Shall bind every Person or entity having any fee, leasehold or other interest in any portion of either property at any time or from time to time, to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

5.3 Transfer of Title. The acceptance of any transfer or conveyance of title from any Owner of all or any part of its interest in its property shall be deemed, without any further action by the grantor or the grantee, to:

5.3.1 require the grantee to agree not to use, occupy or allow any lessee or occupant of such property to use or occupy the property in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and

5.3.2 require the grantee to assume and agree to perform each and all of the obligations of the conveying Party under this Agreement with respect to all (or the applicable portion of) such property that will be conveyed to such grantee.

5.4 Successors. The obligations set forth in this Section 5 shall be binding on any successors or assignees of the named parties.

6. Maintenance, Insurance and Taxes. The respective Owners of each Parcel shall continue to be responsible for and pay or cause to be paid all maintenance, insurance and

taxes, including, without limitation, real estate taxes and special assessments, applicable to such properties, regardless of the easements and interests granted or created by this Agreement.

7. Quality of Maintenance. The easement areas of each Parcel shall be maintained in a manner that preserves their appearance and keeps them reasonably free of defects and serviceable to all Owners. Before making any arrangements for maintenance of the easement areas, the Owner proposing to undertake such maintenance shall provide notice to the other Owners not less than fifteen (15) days before the commencement of any such work. In the event that emergency work is required and cannot reasonably be delayed for the fifteen (15) day notice period, the Owner undertaking emergency maintenance work shall make a reasonable effort to notify the other Owners of the proposed work before commencing such work.

8. Damage to Easement. Each Owner shall refrain from causing any damage to the easements described herein and shall immediately repair any such damage to another Parcel caused by Occupants or Permittees associated with an Owner, at such Owner's sole cost and expense. If an Owner fails to perform any such required repairs, the other Owner, upon ten (10) days' prior written notice to the non-performing Owner, may cause such repair work to be performed with a right of reimbursement for all sums reasonably necessary and properly expended to remedy such failure. Within ten (10) days after delivery of a statement documenting such reasonable repair costs incurred, the non-performing Owner shall reimburse the other Owner. If the non-performing Owner fails to pay any reimbursement due, the Owner who has incurred the repair costs shall have the immediate right to record a lien against the non-performing Owner's Parcel benefited by this Agreement, in addition to all other rights and remedies permitted at law or in equity. The aforesaid lien shall be treated as a construction lien pursuant to Utah law.

9. Liability Insurance. Each Owner shall maintain a policy of general liability insurance ("Liability Insurance") with adequate single and combined liability limits in force at all times, insuring all activities, conditions, operation and usage on or about either Owners' property which is burdened by an easement pursuant to this Agreement. Such Liability Insurance shall be issued by insurance companies with a reliable general policyholder's rating and financial rating and qualified to do business in the state of Utah. Each Owner shall, upon request of the other, provide evidence to the other Owner of Liability Insurance coverage in accordance with this section.

10. Indemnification. To the extent not covered by the Owners' policies of Liability Insurance: (a) each of the Owners shall defend, indemnify and hold the other Owners and all of their employees or agents harmless from any and all claims, demands, or liability arising from alleged acts or omissions by that Owner or its employees or agents, or the negligent maintenance, construction, or dangerous condition of their easement area and improvements.

11. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, commercial overnight courier with written verification of receipt or by telecopy facsimile. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) two (2) business days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier (as evidenced by the written verification of receipt); or (d) on the date of confirmation if telecopied. Notices shall be addressed as set forth below, but any addressee may change its address by written notice in accordance herewith.

Exiom, LLC
Attn: Mark Thayne
704 N. 3500 W.
West Point, Utah 84015

WPH, LLC:
Attn: Whitmore Properties, LLC
PO Box 190
Clearfield, Utah 84015

12. General Provisions.

12.1 Entire Agreement. This Agreement (including Exhibits attached) constitutes the entire agreement and understanding between the parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by the Parties hereto.

12.2 Headings. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

12.3 Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

12.4 Waiver. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

12.5 Successors and Assigns. Each covenant and condition contained in this Agreement shall inure to the benefit of and be binding on the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.

12.6 Recording. A fully executed counterpart of this Reciprocal Easement Agreement shall be recorded in the Office of the County Recorder of Davis County, Utah.

12.7 Attorneys' Fees and Costs. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

12.8 Arbitration.

a. Arbitrable Claims. To the fullest extent permitted by law, all disputes between the Owners relating in any manner whatsoever to this Agreement ("Arbitrable Claims") shall be resolved by arbitration.

b. Procedure. Arbitration of Arbitrable Claims shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as amended from time to time ("AAA Rules"), as augmented in this Agreement. Arbitration shall be initiated as provided by the AAA Rules, although the written notice to the other Party initiating arbitration shall also include a statement of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all Arbitrable Claims. Either Party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. Otherwise, neither Party shall initiate or prosecute any lawsuit or administrative action in any way related to any Arbitrable Claim. Notwithstanding the foregoing, either Party may, at its option, seek injunctive relief. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS, INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO TRIAL BY JURY AS TO THE MAKING, EXISTENCE, VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE.

c. Arbitrator Selection and Authority. All disputes involving Arbitrable Claims shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within thirty (30) days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining Party shall notify the AAA and request selection of an arbitrator in accordance with the AAA Rules. The arbitrator shall have authority to award equitable relief, damages, costs and attorneys fees to the same extent that, but not greater than, a court would have. The fees of the arbitrator shall be split between both parties equally.

The arbitrator shall have exclusive authority to resolve all Arbitrable Claims, including, but not limited to, whether any particular claim is arbitrable and whether all or any part of this Agreement is void or unenforceable. The arbitrator shall be obligated to apply Utah law.

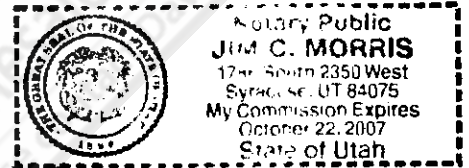
12.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

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This is not an official copy of this document. For an official copy, please contact Davis County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Exiom Properties, LLC
By: Exiom Properties, LLC
Its: Managing Member
By: Mark Thayne
Mark Thayne
Its: Managing Member

WPH, LLC:
Todd Morgan/Dave Whitaker, LLC
By: _____
Todd Morgan
Its: Managing Member



NOTARIZATION FOR EXIOM PROPERTIES, LLC

STATE OF UTAH)
DAVIS COUNTY)

On the 30 day of AUGUST, 2007 AD personally appeared before me Mark Thayne, the signer of the foregoing instrument, who duly acknowledged to me that he executed the instrument, and that he executed it on behalf of Exiom Properties, LLC

Jim C. Morris

Signature of Notary Public

Notary Public for the State of Utah

My commission expires: 10-22-07

NOTARIZATION FOR TODDY MORGAN/DAVE WHITAKER, LLC

STATE OF UTAH)
DAVIS COUNTY)

On the ____ day of _____, 2007 AD personally appeared before me _____, the signer of the foregoing instrument, who duly acknowledged to me that he executed the instrument, and that he executed it on behalf of Toddy Morgan/Dave Whitaker, LLC

Signature of Notary Public

Notary Public for the State of Utah

My commission expires: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first written above.

Whitmor Property Holdings, LLC



By: Todd Morgan
Its: Manager Member

NOTARIZATION FOR WHITMOR PROPERTY HOLDINGS, LLC

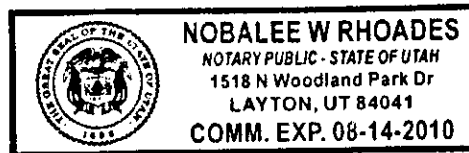
State of Utah

County of Davis

On the 15th day of August, 2007 AD, personally appeared before me Todd Morgan, the signer of the foregoing instrument, who duly acknowledged to me that he executed the instrument, and that he executed it on behalf of Whitmor Property Holdings, LLC



Signature of Notary Public
Notary Public for the State of Utah My Commission Expires: 8-14-10



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Exhibit "A"

Legal Description of Parcel #1

BEGINNING AT A POINT ON THE NORTH LINE OF WINDSOR SQUARE SUBDIVISION, WHICH POINT IS NORTH $0^{\circ}03'30''$ EAST 1312.19 FEET AND NORTH $89^{\circ}47'48''$ WEST 850.78 FEET FROM THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH $11^{\circ}27'08''$ EAST 320.59 FEET ALONG THE CENTER OF A NATURAL GAS EASEMENT TO THE NORTH RIGHT OF WAY OF WINDSOR DRIVE AND RUNNING THENCE SOUTH $89^{\circ}58'00''$ WEST 198.76 FEET TO THE START OF A 10.5 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 16.49 FEET, (CENTRAL ANGLE= $90^{\circ}00'00''$ CHORD BEARING AND DISTANCE=NORTH $45^{\circ}02'00''$ WEST 14.85 FEET); THENCE NORTH $0^{\circ}02'00''$ WEST 103.06 FEET ALONG THE EAST RIGHT OF WAY OF WINDSOR CIRCLE TO THE START OF 20 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 15.50 FEET, (CENTRAL ANGLE= $44^{\circ}24'55''$ CHORD BEARING AND DISTANCE=NORTH $22^{\circ}10'28''$ EAST 15.12 FEET) TO A POINT OF REVERSE CURVATURE ON A 50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF A SAID CURVE 117.30 FEET (CENTRAL ANGLE= $134^{\circ}24'55''$ CHORD BEARING AND DISTANCE=NORTH $22^{\circ}49'32''$ WEST 92.19 FEET); THENCE LEAVING THE ROAD RIGHT OF WAY NORTH $0^{\circ}13'11''$ EAST 102.42 FEET TO THE NORTH BOUNDARY OF SAID SUBDIVISION; THENCE SOUTH $89^{\circ}47'48''$ EAST 175.34 FEET ALONG SAID BOUNDARY TO THE POINT OF BEGINNING.

09-308-0011

Exhibit "B"

Legal Description of Parcel #2

Lot 2, Windsor Square Commercial Subdivision, according to the Official Plat thereof on file and of record in the Davis County Recorder's Office.

LESS AND EXCEPTING THEREFROM:

A portion of Lot 2, Windsor Square Commercial Subdivision, Layton City, Davis County, Utah, being more particularly described as follows:

Beginning at the Southwest corner of Lot 2, Windsor Square Commercial Subdivision, a subdivision of part of the Northeast quarter of Section 8, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Layton City, Davis County, Utah; and running thence North $0^{\circ} 08' 10''$ East 155.74 feet along the West line of said Lot 2; thence North $89^{\circ} 58' 00''$ East 179.53 feet to the Westerly line of Windsor Circle and a point on a 50.00 foot radius curve to the left; thence Southerly along the arc of said curve for a distance of 39.95 feet, (central angle = $45^{\circ} 46' 42''$, chord bearing and distance = South $21^{\circ} 33' 35''$ East 38.90 feet) to a point of reverse curvature to a 20.00-foot radius curve to the right; thence Southerly along the arc of said curve for a distance of 15.50 feet (central angle = $44^{\circ} 24' 55''$, chord bearing and distance = South $22^{\circ} 14' 28''$ East 15.12 feet); thence South $0^{\circ} 02' 00''$ East 95.06 feet to a point of curvature to a 10.50-foot radius curve to the right; thence along the arc of said curve for a distance of 16.50 feet (central angle = $90^{\circ} 00' 00''$, chord bearing and distance = South $44^{\circ} 58' 00''$ West 14.85 feet); thence South $89^{\circ} 58' 00''$ West 189.48 feet to the point of beginning.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT A POINT ON THE NORTH LINE OF WINDSOR SQUARE SUBDIVISION, WHICH POINT IS NORTH $0^{\circ} 03' 30''$ EAST 1312.19 FEET AND NORTH $89^{\circ} 47' 48''$ WEST 850.78 FEET FROM THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH $11^{\circ} 27' 08''$ EAST 320.59 FEET ALONG THE CENTER OF A NATURAL GAS EASEMENT TO THE NORTH RIGHT OF WAY OF WINDSOR DRIVE AND RUNNING THENCE SOUTH $89^{\circ} 58' 00''$ WEST 198.76 FEET TO THE START OF A 10.5 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 16.49 FEET, (CENTRAL ANGLE= $90^{\circ} 00' 00''$ CHORD BEARING AND DISTANCE=NORTH $45^{\circ} 02' 00''$ WEST 14.85 FEET); THENCE NORTH $0^{\circ} 02' 00''$ WEST 103.06 FEET ALONG THE EAST RIGHT OF WAY OF WINDSOR CIRCLE TO THE START OF 20 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 15.50 FEET, (CENTRAL ANGLE= $44^{\circ} 24' 55''$ CHORD BEARING AND DISTANCE=NORTH $22^{\circ} 10' 28''$ EAST 15.12 FEET) TO A POINT OF REVERSE CURVATURE ON A 50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF A SAID CURVE 117.30 FEET (CENTRAL ANGLE= $134^{\circ} 24' 55''$ CHORD BEARING AND DISTANCE=NORTH $22^{\circ} 49' 32''$ WEST 92.19 FEET); THENCE LEAVING THE ROAD RIGHT OF WAY NORTH $0^{\circ} 13' 11''$ EAST 102.42 FEET TO THE NORTH BOUNDARY OF SAID SUBDIVISION; THENCE SOUTH $89^{\circ} 47' 48''$ EAST 175.34 FEET ALONG SAID BOUNDARY TO THE POINT OF BEGINNING.