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LATERAL SUPPORT AGREEMENT

THIS LATERAL SUPPORT AGREEMENT (this "Agreement"), dated as of January 4, 1995 between AMERICAN ESTATE MANAGEMENT CORPORATION, a Utah corporation ("AEMC") and RADDON BROTHERS CONSTRUCTION, a Utah corporation ("Raddon").

WITNESSETH:

A. AEMC owns a certain tract of real property located in Salt Lake County, Utah more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "AEMC Parcel");

B. Raddon owns that certain tract of real property located adjacent to the western boundary of the AEMC Parcel, which property is more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Raddon Parcel");

C. Pursuant to an Agreement dated October 1, 1991, between AEMC and AEMC, which was subsequently amended (the "Construction Agreement"), Raddon was to construct on the AEMC Parcel a buildable pad of not less than 3.2 acres.

D. As a result of the construction of the 3.2 acre pad and other work by Raddon on the Raddon Parcel, the elevation of the AEMC Parcel is significantly higher than the elevation of substantially all of the Raddon Parcel and the AEMC Parcel relies on the Raddon Parcel for lateral support.

E. The buildable area on the AEMC Parcel will consist of 3.2 acres only if AEMC can construct buildings and other improvements contiguous to the western boundary of the AEMC Parcel, which means that all of the slope supporting the AEMC Parcel in respect of both the AEMC Parcel and the Raddon Parcel must be located on the Raddon Parcel and twenty (20) feet of the slope area on the Raddon Parcel shall be used by AEMC to establish setbacks for the AEMC Parcel in lieu of such setbacks on the AEMC Parcel.

F. To resolve certain outstanding disputes arising from the Construction Agreement, Raddon has agreed that all of the slope supporting the AEMC Parcel and setback requirements

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in respect of both the AEMC Parcel and the Raddon Parcel shall be located on the Raddon Parcel to the extent specified in this Agreement.

NOW THEREFORE, for ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Raddon and AEMC hereby agree as follows:

1. Lateral Support. Raddon grants to AEMC, a perpetual right and easement on and affecting the Raddon Parcel for the purpose of providing lateral support to the AEMC Parcel as may be necessary to allow AEMC to construct and maintain buildings and other improvements on the AEMC Parcel immediately contiguous to the eastern boundary line of the Raddon Parcel. Without limiting the foregoing, Raddon shall undertake to construct and maintain on that portion of the Raddon Parcel which lies adjacent to the AEMC Parcel a slope with a maximum angle of 2:1; subject, however, to Raddon's right to modify the same as set forth below. (The area in which such slope is located or is to be located is referred to in this Agreement as the "Slope Area.") Compliance with the Uniform Building Code relating to the grading and construction of the Slope Area and compliance with any requirements of Draper City in the grading permit for the Slope Area shall be the extent of Raddon's obligations in initially providing lateral support as required by this Agreement or any doctrine of common law. If, and to the extent Raddon shall modify the Slope Area or build improvements on the Raddon Parcel which are located on or otherwise affect the Slope Area, Raddon shall also undertake any other measures reasonably necessary in respect of the Slope Area pursuant to any applicable laws, ordinances, regulations, rules and codes to allow AEMC to construct and maintain on the AEMC Parcel immediately contiguous to the eastern boundary line of the Raddon Parcel any buildings and other improvements on the AEMC Parcel which are permitted under zoning ordinances now governing the AEMC Parcel. Raddon shall pay all costs and expenses in connection with all work required to build, repair or maintain the Slope Area and such other measures; provided, Raddon shall not be required to pay the cost of maintaining any improvements made on the Slope Area by AEMC or restoring any damage to the Slope Area caused by the negligence or intentional wrongful act of AEMC. Raddon shall not be required to install landscaping on the slope which exceeds the requirements imposed by Draper City in connection with the grading permit for the slope area and/or the building permits issued in connection with the Raddon Parcel. AEMC shall not build any structure or improvement on the Slope Area; provided, however, as part of the easement granted above, upon prior written notice to Raddon, AEMC may come upon and install on the Slope Area subsurface footings, subsurface piers and subsurface retaining walls necessary to support buildings and structures located on the AEMC Parcel which buildings and structures are permitted under zoning ordinances now governing the AEMC Parcel. AEMC shall name Raddon as an additional insured on a policy of liability insurance in the minimum amount of \$500,000 per occurrence relative to any such construction on the Slope Area and shall indemnify and hold Raddon harmless from and against any liens against the Raddon Parcel in connection with such construction on the AEMC Parcel. Within thirty (30) days of completion of any such footings, piers and retaining walls on the Slope Area, AEMC shall provide Raddon, at AEMC's sole expense, as-built plans depicting such construction as it relates to a survey of the common boundary line of the AEMC Parcel and the Raddon Parcel.

2. Set Back Lines. As used in this Agreement, "Set Back Lines" means all set back lines, "no-build" areas or similar restrictions applicable to or affecting a tract of land under any existing law or ordinance and, in the case of the Raddon Parcel, by any private restrictive covenant or condition. Twenty (20) feet of any Set Back Lines on or affecting the AEMC Parcel which are measured from the eastern boundary with the Raddon Parcel shall be located entirely on the Raddon Parcel. (The line defining such twenty (20) foot area is referred to in this Agreement as the "Twenty Foot Line.") All Set Back Lines in respect of the Raddon Parcel shall be measured from the Twenty Foot Line. The purpose of this Section 2 is to allow AEMC to construct buildings or other improvements on the AEMC Parcel contiguous with or as close as possible to the boundary line between the AEMC Parcel and the Raddon Parcel. AEMC shall execute and deliver all instruments, documents or agreements required to confirm or carry out the obligations of Raddon or rights of AEMC pursuant to this Agreement.

3. Representations and Warranties. The following representations and warranties shall survive the delivery of this Agreement.

(a) AEMC represents and warrants that:

(i) AEMC is the sole owner of fee title to the AEMC Parcel free and clear of all liens.

(ii) No consents or approvals of any person or entity are required in connection with the execution, delivery and performance of this Agreement by AEMC.

(iii) The execution, delivery and performance of this Agreement by AEMC have been duly authorized by all necessary corporate action of AEMC and this Agreement, when executed and delivered by AEMC, shall constitute the legal, valid and binding obligation of AEMC, enforceable in accordance with its terms.

(b) Raddon represents and warrants that:

(i) Raddon is the sole owner of fee title to the Raddon Parcel free and clear of all liens.

(ii) No consents or approvals of any person or entity are required in connection with the execution, delivery and performance of this Agreement by Raddon.

(iii) The execution, delivery and performance of this Agreement by Raddon have been duly authorized by all necessary corporate action of Raddon and this Agreement, when executed and delivered by Raddon, shall constitute the legal, valid and binding obligation of Raddon, enforceable in accordance with its terms.

(iv) Upon recordation, this Agreement shall create an encumbrance which is superior to all liens or security interests, if any, existing in respect of the Raddon Parcel.

4. Indemnification. Raddon shall indemnify, defend and hold harmless all of the following persons in the event of the failure of Raddon to perform its obligations pursuant to this Agreement or Raddon's negligent performance of such obligations:

- (a) AEMC;
- (b) its successors and assigns in respect of the AEMC Parcel; and
- (c) their respective tenants.

5. Covenants Run With Land.

(a) Each of the easements, restrictions, covenants, agreements and rights granted to or created in this Agreement are appurtenances to the AEMC Parcel and none of the easements, restrictions, covenants, agreements and rights may be transferred, assigned, or encumbered except as an appurtenance to the AEMC Parcel.

(b) For the purposes of this Agreement: the AEMC Parcel is the benefitted tract and shall constitute the dominant estate; and the Raddon Parcel is the tract burdened by such easements, restrictions, covenants, agreements and rights, and shall constitute the servient estate.

(c) Each and all of the covenants, restrictions, conditions and provisions contained in this Agreement (whether affirmative or negative in nature) are: made for the direct benefit of the AEMC Parcel; create a perpetual equitable servitude upon the Raddon Parcel in favor of the AEMC Parcel; constitute perpetual covenants running with the land in respect of the Raddon Parcel; bind every person having any fee, leasehold, or other interest in any portion of the Raddon Parcel at any time or from time to time; and inure to the benefit of the AEMC and its successors and assigns in respect of the AEMC Parcel.

6. Governing Law. The validity, enforcement and construction of this Agreement shall be governed in all respects by the internal laws of the State of Utah, without regard to its choice of laws rules. AEMC and Raddon hereby irrevocably submit to the exclusive jurisdiction of any Utah state court and any Federal Court sitting in Utah in respect of any suit or proceeding arising out of or connected to this Agreement.

7. Section Titles. The section titles contained in this Agreement are for convenience of reference only, and shall be without substantive meaning or content of any kind whatsoever and are not a part of this Agreement. References in this Agreement to a Section by number

STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7th day of January 1995 by Row A Raddon the President of Raddon Brothers Construction, a Utah corporation.

Gloria Lynn McDonald
NOTARY PUBLIC
Residing at: Salt Lake City ut.

My Commission Expires
NOTARY PUBLIC
LYNN MCDONALD
My Commission Expires
May 1, 1998
STATE OF UTAH

EXHIBIT "A"

to

LATERAL SUPPORT AGREEMENT

Legal Description of AEMC Parcel

The real property referred to in the foregoing instrument as the "AEMC Parcel" consists of the following-described realty situated in the County of Salt Lake, State of Utah:

EXHIBIT "A"

AEMC PROPERTY

PAD BOUNDARY DESCRIPTION

Beginning at a point on the east line of 1300 East Street said point being 1.00 ft. S.89°42'54"E. and 223.58 ft. S.0°29'56"W. from the east quarter corner of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence 183.61 ft. along the arc of a 500.00 foot-radius curve to the left through a central angle of 21°02'25", chord bears N.42°02'00"E, 182.58 ft. to a point on a 1110.35 foot-radius curve to the left; thence 900.67 ft. along the arc of said curve through a central angle of 46°28'34", chord bears S.28°49'10"E. 876.18 ft. to a point on the north line of Draper Parkway, said point being on the arc of a 905.00 foot-radius curve to the right; thence 357.39 ft. along the arc of said curve through a central angle of 22°37'35", chord bears N.77°46'28"W. 355.07 ft. to a point of tangency; thence N.66°27'41"W. 219.98 ft.; thence N.0°29'56"E. 469.02 ft. to the point of beginning, and containing 3.73 acres.

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EXHIBIT "B"

to

LATERAL SUPPORT AGREEMENT

Legal Description of Raddon Parcel

The real property referred to in the foregoing instrument as the "Raddon Parcel" consists of the following-described realty situated in the County of Salt Lake, State of Utah:

EXHIBIT "B"

HIDDEN VALLEY SHOPPING CENTER
AREA - 4 DESCRIPTION

RADDON PROPERTY

August 5, 1994

Beginning at a point on the east line of 1300 East Street said point being 226.09 ft. S.0°29'56"W. along the section line from the East Quarter Corner of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence running S.0°29'56"W. 467.82 ft. to the north line of Draper Parkway; thence N.66°27'41"W. 377.63 ft. along said north line to a point of tangency with a 35.00 foot-radius curve to the right; thence 59.75 ft. along the arc of said curve through a central angle of 97°48'16" chord bears N.17°33'33"W. 52.75 ft. to a point of compound curvature with a 440.00 foot-radius curve; thence 251.08 ft. along the arc of said curve through a central angle of 32°41'44" chord bears N.47°41'27"E. 247.69 ft.; thence N.64°02'19"E. 110.00 ft. to a point of tangency with a 500.00 foot-radius curve to the left; thence 98.96 ft. along the arc of said curve through a central angle of 11°20'24" chord bears N.58°22'07"E. 98.80 ft. to the point of beginning and containing 2.328 acres.

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