

When Recorded Return To:  
BELL CANYON ENTERPRISES, LTD.  
3761 South 700 East, #100  
Salt Lake City, UT 84106

3452935

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT is made and entered into as of the 2nd day of July, 1980, by and between BESSIE MICHELSON, "grantor," and BELL CANYON ENTERPRISES, a Utah general partnership, "grantee."

W I T N E S S E T H :

THAT, WHEREAS grantee is the owner of certain real properties situate in the City of Salt Lake, County of Salt Lake, State of Utah, which property is more particularly described as Parcel I on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, grantor is the owner of adjacent real property situate in said city, county and state, hereinafter referred to as Parcel II and more particularly described on Exhibit "B" attached hereto and made a part hereof.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), the receipt of which is hereby acknowledged by grantor, and for other good and valuable consideration, the parties hereto do hereby covenant and agree to and with each other as follows:

FIRST: Grantor, for herself, her heirs, personal representatives, successors and assigns, does hereby grant and convey to grantee, its heirs, personal representatives, lessees, successors, assigns, customers and invitees, including Safeway Stores, Incorporated, a Maryland corporation, as lessee of grantee pursuant to that certain lease dated February 8, 1979, as modified, a memorandum of which was recorded June 29, 1979, as Entry No. 3302263 in Book 4892 at Page 508, Salt Lake County Records, a Non-exclusive Vehicular Ingress and Egress Easement and Right-of-Way between Parcel I and 10600 South Street, over, across and through an easement area consisting of that portion of Parcel II which is described by metes and bounds on Exhibit "C" attached hereto and made a part hereof.

SECOND: Each party hereto hereby indemnifies and saves harmless the other party hereto from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person or property and occurring on its own parcel except if caused by the act or neglect of the other party.

THIRD: Grantee agrees that nothing herein shall be construed as giving grantee any interest in any award or payment made to the grantor in connection with any exercise of eminent domain or transfer in lieu thereof affecting the grantor's property. However, nothing herein contained shall deny the grantee the right to file, assert and maintain a collateral claim with the condemning authority over and above the value of the land area and improvements so taken for the purpose of recovering for the loss of, interference with, injury or damage to the permanent easement rights herein established and/or the resultant effects upon grantee's retained property.

FOURTH: The charges and burdens of this easement agreement are, and shall at all times be, prior and therefore superior to the lien or charge of any mortgage or deed of trust made in good faith and for value affecting Parcel II or any part thereof, or any improvements now or hereafter placed thereon. However, a breach of any of the provisions of this easement agreement shall not defeat or render invalid the lien or charge of any mortgage or deed of trust. The superiority of this agreement shall be limited to the extent that title to any property acquired through sale under foreclosure of any mortgage or deed of trust effected by powers of sale, judicial proceedings or otherwise, shall be subject to all the charges and burdens affecting Parcel II by virtue of this easement agreement.

FIFTH: Each and all of the covenants, terms, agreements and obligations of this Access Easement Agreement shall extend to and bind and inure to the benefit of

UT-69220

KATIE LORSON  
RECORDER  
SALT LAKE COUNTY  
UTAH

JUL 11 3 16 PM '80

UTAH TITLE & REG. CO.  
REF. *David Bone*  
DAVID BONE

700

Store No. 270 Div. Salt Lake City  
Location Sandy, Utah  
Document Date 7/2/80  
Page 1 of 2 Pages

BOOK 5122 PAGE 730

heirs, personal representatives, successors and assigns of the parties hereto.

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

*Bessie Mickelson*  
BESSIE MICHELSON

(Grantor)

BELL CANYON ENTERPRISES  
(a Utah general partnership)

By *Victor L. Fowler*  
Its General Partner, Victor L. Fowler

XX  
XX

By *Wayne R. Mickelsen*  
Its General Partner, Wayne R. Mickelsen

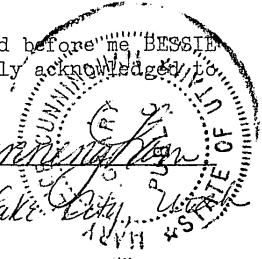
(Grantee)

STATE OF UTAH )  
COUNTY OF SALT LAKE )<sup>SS.</sup>

On the 11<sup>th</sup> day of July, 1980, personally appeared before me, BESSIE MICKELSEN, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

*Mary Alice Cunningham*  
Notary Public  
Residing at: *Salt Lake City, Utah*

My commission expires: 5-2-83

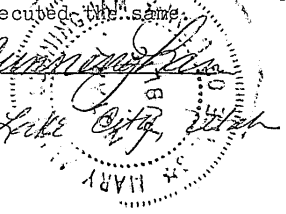


STATE OF UTAH )  
COUNTY OF SALT LAKE )<sup>SS.</sup>

On the 11<sup>th</sup> day of July, 1980, personally appeared before me ~~XXXXXX~~ VICTOR L. FOWLER, and WAYNE R. MICKELSEN, who being by me duly sworn did say, each for himself, that each is a General Partner of Bell Canyon Enterprises, which is a General Partner of BELL CANYON ENTERPRISES, LTD., and that the within and foregoing instrument was signed in behalf of said partnership, and each duly acknowledged to me that said partnership executed the same.

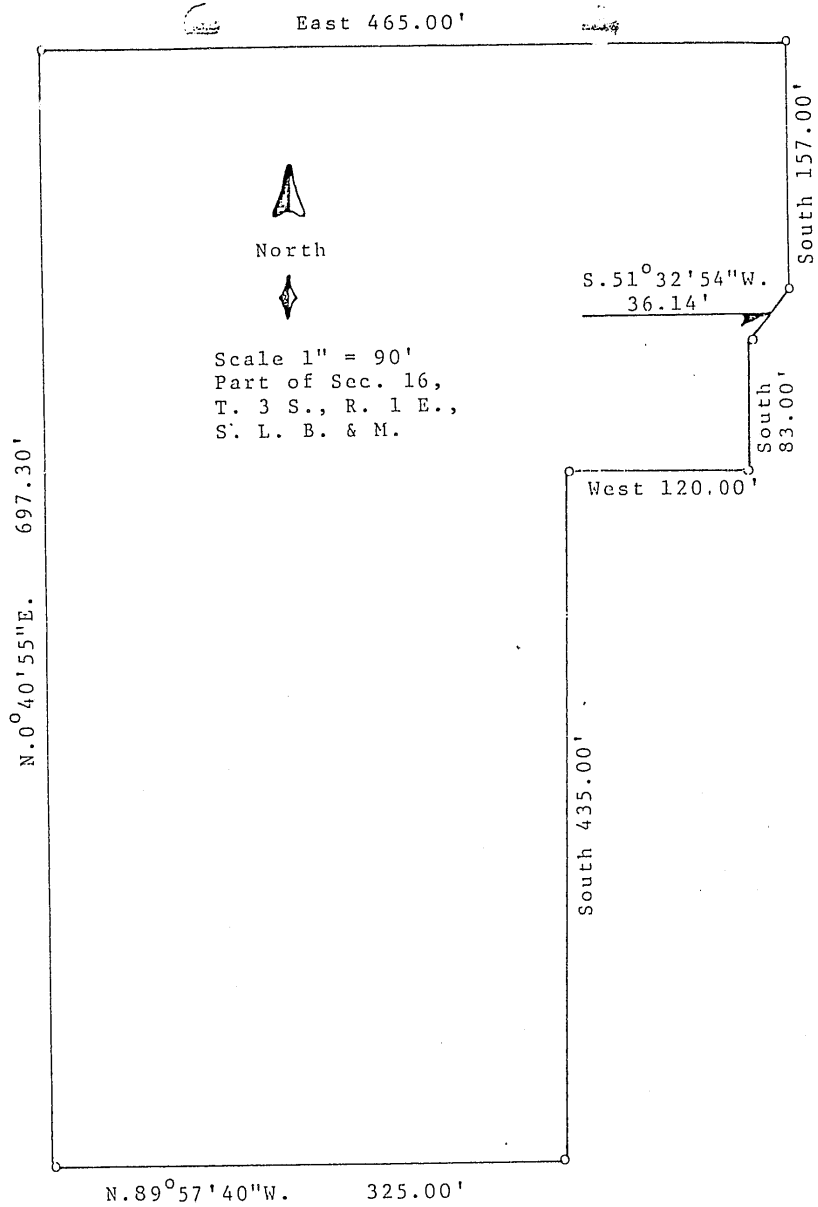
*Mary Alice Cunningham*  
Notary Public  
Residing at: *Salt Lake City, Utah*

My commission expires: 5-2-83



Store No. 270 Div. Salt Lake City  
Location Sandy, Utah  
Document Date 7/2/80  
Page 2 of 2 Pages

BOOK 5122 PAGE 731



PARCEL I

Bell Canyon - Phase 1 of 10+ Acre Parcel

Beginning at a point which is North 32.96 feet and East 50.39 feet from the West  $\frac{1}{4}$  Corner of Section 16 T. 3 S., R. 1 E., S. L. B. & M., and running thence N. 0° 40' 55" E. 697.30 ft.; thence East 465.00 ft.; thence South 157.00 ft.; thence S. 51° 32' 54" W. 36.14 ft.; thence South 83.00 ft.; thence West 120.00 ft.; thence South 435.00 ft.; thence N. 89° 57' 40" W. 325.00 ft. to the point of beginning.

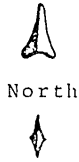
Said Parcel contains 5.969 acres.

Bell Canyon Enterprises Inc.  
Client

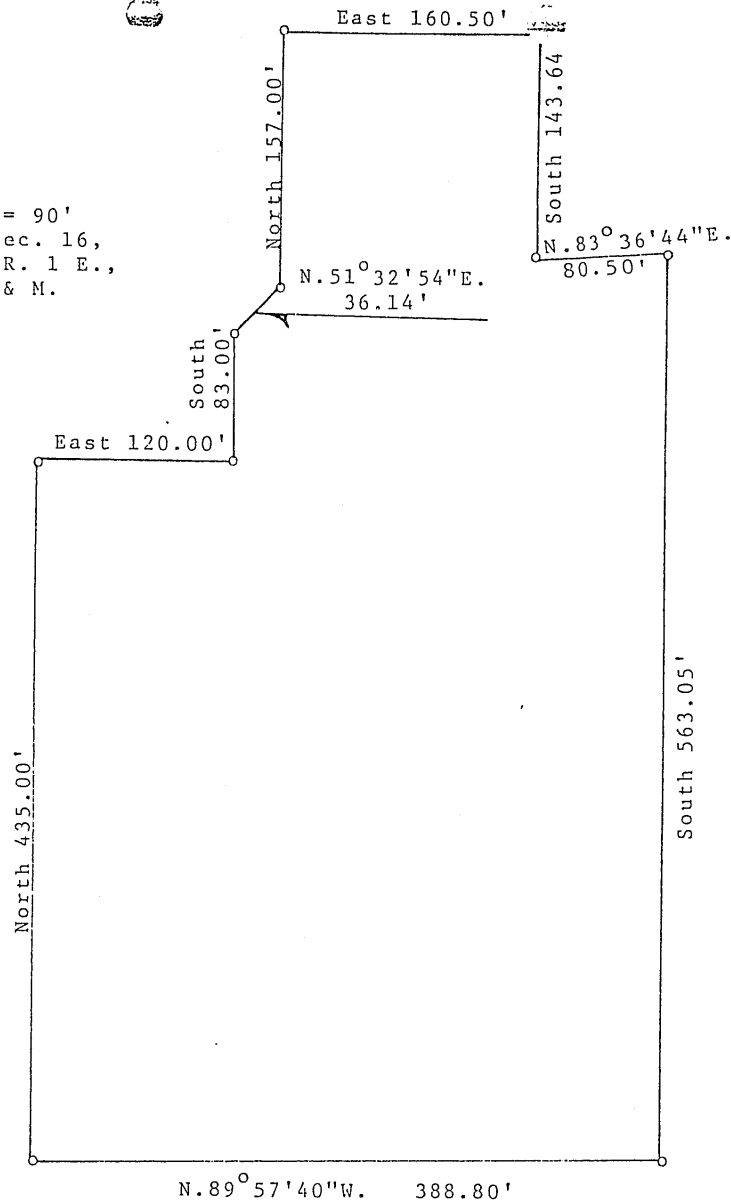
4135 South Highland Drive SLC  
Address

EXHIBIT "A"

BOOK 5122 PAGE 732



Scale 1" = 90'  
Part of Sec. 16,  
T. 3 S., R. 1 E.,  
S. L. B. & M.



PARCEL II

Bell Canyon - Phase 2  
(including 80' parcel described previously)

Beginning at a point which is North 32.74 feet and East 375.39 feet from the West  $\frac{1}{4}$  Corner of Section 16 T. 3 S., R. 1 E., S. L. B. & M., and running thence North 435.00 ft.; thence East 120.00 ft.; thence North 83.00 ft.; thence N.  $51^{\circ} 32' 54''$  E. 36.14 ft.; thence North 157.00 ft.; thence East 160.50 ft.; thence South 143.64 ft.; thence N.  $83^{\circ} 36' 44''$  E. 80.50 ft.; thence South 563.05 ft.; thence N.  $89^{\circ} 57' 40''$  W. 388.80 ft. to the point of beginning.

Said Parcel contains 5.139 acres.

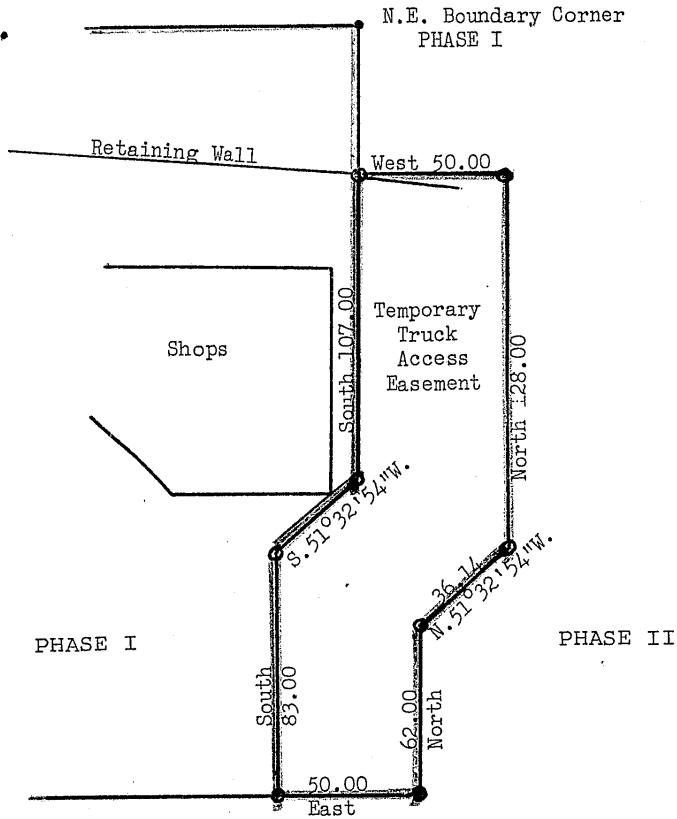
Bell Canyon Enterprises Inc.  
Client

4135 South Highland Drive SLC  
Address

EXHIBIT "B"

B00R5122 PART 733

July 8, 1980



TRUCK ACCESS EASEMENT (TEMPORARY)  
FOR  
PHASE II PROPERTY

Beginning at a point which is 467.74 feet North and 495.39 feet East from the West 1/4 Corner of Section 16, Township 3 South, Range 1 East, Salt Lake Base & Meridian, and running thence East 50.00 feet; thence North 62.00 feet; thence North 51°32'54" West 36.14 feet; thence North 128.00 feet; thence West 50.00 feet; thence South 107.00 feet; thence South 51°32'54" West 36.14 feet; thence South 83.00 feet to the point of Beginning.

Said Easement contains 0.258 acres.

BOOK 5122 PAGE 734