

When Recorded, Mail To:

Ivory Ridge C-Store, LLC  
Attn: Glenn Girsberger, Manager  
978 Woodoak Lane  
Salt Lake City, Utah 84117

FNT 3401:2007 PG 1 of 6  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2007 Jan 08 1:43 pm FEE 21.00 BY VH  
RECORDED FOR GIRSBERGER, GLENN

Affecting Tax Parcel Nos. \_\_\_\_\_

**DECLARATION OF RECIPROCAL ACCESS EASEMENTS**

[Ivory Ridge C-Store, LLC]

This DECLARATION OF RECIPROCAL ACCESS EASEMENTS (this “Declaration”) is made and entered into the 14<sup>th</sup> day of September, 2006 by IVORY RIDGE C-STORE, LLC, a Utah limited liability company (“Grantor”) in contemplation of the following facts and circumstances:

A. Grantor is the fee simple owner of certain real property located in Utah County, State of Utah, described as Lots 1 and 2, Ivory Ridge Plat “A,” and as further described on Exhibit “A” and depicted on Exhibit “B”, both of which are attached hereto and incorporated herein by this reference (individually, “Lot 1” or “Lot 2,” collectively, the “Property”).

B. Grantor desires to grant and establish certain reciprocal access easements for ingress and egress upon specified portions of the Property for the benefit of other portions of the Property in accordance with the provisions of this Declaration.

C. Grantor intends that the easements herein granted shall be granted, established and maintained without regard to Grantor’s common ownership of all of the Property, and that such easements shall survive any severance or divestiture of title to one or more of the Parcels which comprise the Property and inure to any successor in interest of Grantor.

NOW, THEREFORE, Grantor does hereby declare that the Property shall be held, sold, conveyed, transferred, leased, subleased, used and occupied subject to the reciprocal easements set forth herein, all as set forth as follows:

1. Property Subject to Reciprocal Easements. Grantor hereby declares that the Property shall be held, sold, conveyed, transferred, constructed, operated, maintained, leased, subleased and occupied subject to or as applicable, together with, the reciprocal access easements set forth in this Declaration. Further, in the event of any sale, conveyance, or transfer of the Property to a third party, no further actions or agreements shall be necessary to effectuate such Easements (defined below) and said Easements shall remain effective against and for the Property.

2. Easement. Grantor does hereby grant and declare that there shall exist perpetual, non-exclusive reciprocal access easements (the “Easements”) for ingress and egress of pedestrians and motor vehicles over certain areas of the Property. Additionally, the Easements shall extend to the ingress and egress of delivery trucks, garbage trucks, repair, construction and

maintenance vehicles, and other such vehicles, and the temporary loading and unloading of such trucks and vehicles requiring access to the buildings and other improvements on the Property, including the garbage dumpster(s) and dumpster enclosure on Lot 1 (collectively, the "**Improvements**"). The purpose of the Easements herein granted is to provide ingress to and egress from the Improvements located on the Property. The Easements herein granted shall be exercised over the sidewalks, driveways, drive isles, and other similar improvements on the Property (the "**Easement Area**") as depicted on Exhibit "B;" provided, however, that the Easement Area shall not include any portion of any building located upon the Property. The owner(s) of Lot 1 and Lot 2 shall have the right to reconfigure and or relocate the improvements located upon their respective lots, so long as such reconfiguration does not unreasonably diminish the scope or utility of the Easements herein granted, and so long as the Party reconfiguring or relocating pays for all costs associated with said actions.

3. Covenants to Run With Land. This Declaration and the Easements created herein are intended to and shall run with the land described herein and, as applicable, portions of the Property shall be burdened by the Easements, and portions of the Property shall be benefited by the Easements.

4. Reserved Uses. There is hereby reserved for the benefit of the owner(s) of Lot 2 the right to use the required dumpster(s) and dumpster enclosure within the Easement Area on Lot 1. Such use thereof will not impede access to any other improvements on the Property or through the Easement Area.

5. Maintenance. The owner(s) of Lot 1 and Lot 2, at their sole risk, shall be responsible for the maintenance of the Improvements located within the Easement Area on their respective parcels, and shall keep the same in good, clean, safe, and repaired condition, and in such condition as to provide reasonable and continuous means of ingress and egress as contemplated by this Declaration. All costs and expenses incurred in connection with such maintenance shall be the sole responsibility of the owner of the parcel for which such costs are incurred.

Notwithstanding the foregoing, the costs, fees and expenses incurred in connection with the use and maintenance of the garbage dumpster(s) and dumpster enclosure on Lot 1 (the "**Dumpster Costs**") shall be paid as follows: The owner(s) of Lot 1 shall initially be responsible for the payment of the Dumpster Costs. Within 5 days after receipt by the owner(s) of Lot 2 of proof of payment from the owner(s) of Lot 1 showing that the Dumpster Costs have been paid, the owner(s) of Lot 2 (if the two lot owners are different) shall reimburse the owner(s) of Lot (1) in the amount of 75% of the Dumpster Costs.

6. Benefited Parties. The Easements hereby established are for the benefit of the owners, guests, customers, employees or other business invitees of the business establishments located on the Property; provided, however, that only an owner or a tenant of an owner who is a party to a written lease which shall provide for the actual occupancy of a portion of the Property shall have the right to enforce the provisions of this Declaration, and no guest, customer, employee or other business invitee of such owner or tenant shall have any right to enforce any provision hereof.

7. Modification of Declaration. This Declaration shall not be amended or modified without the express prior written consent of each party which is a successor in interest to Grantor, which consent shall not be unreasonably withheld or delayed.

8. No Merger. It is the express intent of Grantor that this Declaration remain in full force and effect and that the Easements herein granted not be deemed to have merged with any other estate now held or which may in the future be held by Grantor or its successor in interest notwithstanding the fact that Grantor is the owner of all of the Property and may presently or may in the future have the sole right to possess or sell and divest itself of all of the Property.

9. Burden and Benefit. To the extent required by law, the burdened lot upon which the Easements shall exist from time to time shall be deemed to be the servient estate and shall be deemed to be burdened by the Easements herein granted, and the benefited lot shall be deemed to be the dominant estate and shall be deemed to be benefited by the Easements herein created.

10. Termination of Covenant Liability. Whenever an owner shall transfer a fee simple interest in any portion of the Property, such owner shall have no liability for any breach of covenant or this Declaration occurring after such transfer with respect to the portion of the Property transferred.

11. Indemnification. The owner(s) of Lot 1 and Lot 2, its/their successors and assigns (once they are different) (the "Indemnifying Party"), hereby agree(s) to indemnify, defend and hold harmless the other owner(s) and its officers, directors, employees, managers, members, agents, servants, successors, and assigns (the "Indemnified Party") from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of the acts and omissions of the Indemnifying Party and the use of the Easements by the Indemnifying Party's officers, directors, managers, members, agents, servants, guests, customers, employees or other invitees. The terms and conditions of this provision shall remain effective after the expiration or termination of this Declaration, so long as the event for which the indemnification is needed occurred prior to such expiration or termination.

12. Insurance. Each of the owners of Lot 1 and Lot 2 shall obtain and maintain a policy of general commercial liability insurance sufficient to insure their respective interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Easement Area.

13. Notices. Any notice required or desired to be given under this Agreement shall be considered given when delivered in person or by recognized overnight courier service to the other party at the address for that party as given in the records of the Utah County Recorder for the owner of Lot 1 or Lot 2, as applicable.

14. Applicable Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, Grantor has executed this Declaration to be effective as of the day and year first above written.

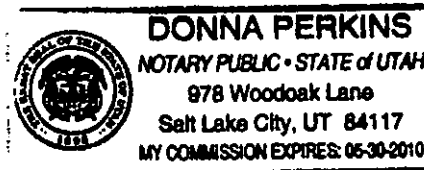
GRANTOR: IVORY RIDGE C-STORE, LLC,  
a Utah limited liability company

By: [Signature]  
Name: Glenn Girsberger  
Its: Manager

STATE OF UTAH )  
COUNTY OF Salt Lake : ss.

On this 5 day of January, <sup>2007</sup>2006, personally appeared before me Glenn Girsberger, the signer that executed the within instrument and acknowledged to me that he/she executed the same as Manager of IVORY RIDGE C-STORE, LLC, a Utah limited liability company.

[Signature: Donna Perkins]  
Notary Public  
Residing at: Salt Lake  
My Commission Expires: 5/30/2010



**EXHIBIT A**  
**[Legal Description]**

***IVORY RIDGE PLAT "A"***  
**LEHI, UTAH**

**LOT 1**

A portion of the NE1/4 of Section 32, Township 4 South, Range 1 East, Salt Lake Base & Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at a point located N89°57'11"W along the ¼ Section line 276.62 feet and North 1,184.45 feet from the East ¼ Corner of Section 32, T4S, R1E, S.L.B.& M.; thence N85°14'47"W 28.25 feet; thence along the arc of a 322.00 foot radius curve to the right 100.85 feet through a central angle of 17°56'41" (chord: N76°16'27"W 100.44 feet) to a point of compound curvature; thence along the arc of an 87.00 foot radius curve to the right 61.21 feet through a central angle of 40°18'33" (chord: N47°08'50"W 59.95 feet); thence N26°59'33"W 52.03 feet; thence along the arc of a 148.00 foot radius curve to the left 160.64 feet through a central angle of 62°11'18" (chord: N58°05'12"W 152.87 feet); thence N89°10'51"W 48.06 feet; thence N0°04'56"W 9.06 feet; thence S87°54'17"E 371.37 feet; thence South 190.29 feet to the point of beginning.

Contains: 0.84+/- acres

**LOT 2**

A portion of the NE1/4 of Section 32, Township 4 South, Range 1 East, Salt Lake Base & Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at a point located N89°57'11"W along the ¼ Section line 276.62 feet and North 1,184.45 feet from the East ¼ Corner of Section 32, T4S, R1E, S.L.B.& M.; thence North 190.29 feet; thence S87°54'17"E 239.64 feet; thence S0°33'35"E 161.20 feet; thence along the arc of a 26.00 foot radius curve to the right 41.08 feet through a central angle of 90°31'39" (chord: S44°42'14"W 36.94 feet); thence S89°58'04"W 102.18 feet; thence along the arc of a 972.00 foot radius curve to the right 81.19 feet through a central angle of 4°47'09" (chord: N87°38'22"W 81.17 feet); thence N85°14'47"W 31.90 feet to the point of beginning.

Contains: 1.05+/- acres

**EXHIBIT B**  
**[Depiction of Property]**

