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DECLARATION OF RECIPROCAL  
EASEMENTS AND BURDENS

AMES OLSEN

*Gene H. Clark*

THIS DECLARATION is made this 6th day of June, 1975,  
by J. RON STACEY and GERALDINE (JERI) H. STACEY, husband and wife,  
FRED FROERER, JR., Trustee,  
(all of whom are hereinafter referred  
to as "Owners").

WITNESSETH:

1. Owners hold title to a certain parcel of land situate in Weber County, Utah, more fully described in Exhibit "A" attached hereto and made a part hereof. The foregoing parcel is sometimes hereinafter referred to as the "Tract."
2. A first Deed of Trust is about to be granted on a portion of the Tract by J. Ron Stacey and Geraldine (Jeri) H. Stacey, his wife, in favor of Prudential Federal Savings and Loan Association ("PFS") to secure a loan.
3. The Tract has partially been developed and may continue to be developed with commercial, industrial, and other buildings and improvements.
4. Currently included in the Tract are certain rights-of-way, all of which are described on Exhibit "A"; and in the future development of the Tract as aforesaid, the Owners or some of them may erect, construct, and install in the Tract other rights-of-way, all of which will be intended to serve and to provide access to, from, and around the various buildings and other structures which are constructed or which may be constructed within the Tract.
5. In addition to the Deed of Trust in favor of PFS, one or more of the Owners may from time to time hereafter create separate mortgage liens on portions of the Tract. Portions of the Tract may also hereafter become vested by sale or otherwise in different owners.
6. The Owners intend by this Declaration to provide during the term of this Declaration for reciprocal easements for the use, in common with the Owners, of the rights-of-way by the holder of the PFS Deed of Trust, by the holders of any other future mortgages upon the Tract or portions thereof, and by any future separate owners of the Tract or portions thereof.
7. Owners desire to provide for the maintenance and the responsibility to maintain the existing rights-of-way and any other rights-of-way that may be created hereunder.

NOW, THEREFORE, Owners do hereby, for themselves and their successors in interest, grantees and assigns, declare and provide as follows:

ARTICLE I

Wherever used in this Declaration, the following terms shall have the following respective meanings:

1. "Rights-of-Way" shall mean all roadways as may be presently constructed on or affecting the Tract or any portion thereof, including the various rights-of-way described on Exhibit "A" hereto. "Rights-of-way" shall also include any roadways hereafter constructed on or created with respect to the Tract or any portion thereof with the written consent of the then owner and the then Mortgagee of that portion of the Tract affected by said roadway.

2. "Mortgage" means any lien or security interest outstanding on the Tract or any portion thereof, including, but not limited to, Deeds of Trust and Mortgages.

3. "PFS" means Prudential Federal Savings and Loan Association as the holder of a Mortgage upon a portion of the Tract or upon the portion thereof remaining subject to said Mortgage after release from time to time of parts thereof, and its successors and assigns.

4. "Future Mortgagee" means each holder of a separate Mortgage created during the term of this Declaration upon any part or parts of the Tract, including, without limitation, each separate Mortgage created upon any part or parts thereof released from the Mortgage held by PFS, and the successors and assigns thereof.

5. "Owners" means the parties named above making this Declaration and their successors, whether owner of the entire Tract or owner of any part or parts of the Tract.

6. "Future Owner(s)" means those successive owners (including without limitation, the purchaser at foreclosure sale under a Mortgage or the grantee under any deed in lieu of foreclosure) in whom title shall hereafter vest during the term of this Declaration in and to any part of the Tract.

7. "Tenants" means the persons who are from time to time legally entitled to the use and occupancy of buildings and structures located within the Tract or any part thereof.

8. "Permitees" means the following persons: The officers, directors, employees, agents, contractors, subcontractors, patrons, visitors, and invitees of an Owner or of any Future Owner.

9. "Successor" means successors by merger, consolidation, reorganization, or other form or manner of corporate succession, and successors in title or interest.

ARTICLE II

Owners hereby grant to:

1. PFS, for the benefit of any part or parts of the Tract which come to be subject to the Mortgage held by it;

2. Each Future Mortgagee, for the benefit of any part or parts of the Tract which come to be subject to the respective Mortgages held by each of them; and

3. Each Owner and each Future Owner, for the benefit of any part or parts of the Tract which are or come to be owned by the Owner or Future Owner concerned, and for the benefit of the respective tenants and permittees of each Owner or Future Owner;

The following easement, to-wit:

The use of all portions of the Rights-of-Way as a means of appropriate pedestrian and vehicular access to and ingress and egress to and from the Tract or any part thereof.

#### ARTICLE III

Each part of the Tract which becomes subject to a Mortgage, and each part of the Tract title to which is or hereafter becomes vested in separate ownership, shall be and become and is hereby made subject to, the easements granted pursuant to Article II hereof for and during the term of this Declaration for the benefit of the parties set forth in Article II hereof and of all other parts of the Tract as herein provided. The said easements granted with respect to the various parts of the Tract, and the obligations imposed by the following Article IV, are intended to be and shall constitute mutual and reciprocal benefits and servitudes which shall run with the land.

#### ARTICLE IV

As used in this Article IV the term "Parcel" shall mean each portion of the Tract which, at the point in time concerned, is separately owned. Each Owner or Future Owner shall be obligated at his sole cost and expense to maintain in a passable, usable, and paved condition, and in a state of good condition and repair, that portion of any Right-of-Way which traverses his Parcel if both of the side lines of such portion are wholly contained within his Parcel and if neither of such side lines is coincident with a boundary of his Parcel. Each part of a Right-of-Way other than the portion described in the preceding sentence shall be maintained in a passable, usable, and paved condition, and in a state of good condition and repair, jointly and at their sole cost and expense by each Owner or Future Owner whose Parcel abuts upon, is contiguous with, or is traversed by, such Right-of-Way, with the part of such Right-of-Way being required to be jointly maintained being that part which lies within the boundary lines of each Parcel or such boundary lines as extended. The liability of each Owner and Future Owner under this Article IV shall be joint and several, and such liability may be enforced by any Owner, any Future Owner, PFS, or any Future Mortgagee.

ARTICLE V

The term of this Declaration shall continue until the termination thereof as provided by this Article V.

This Declaration may be:

1. Terminated in its entirety and all of the easements granted and obligations created hereby extinguished; or
2. Altered, amended, and modified from time to time in any respect, including without limitation, the extinguishment and release of any one or more of the easements provided hereby by an instrument in writing executed jointly by all Owners, all Future Owners, and all Mortgagees, who at the time of such termination or alteration have an interest in the Tract or any portion thereof.

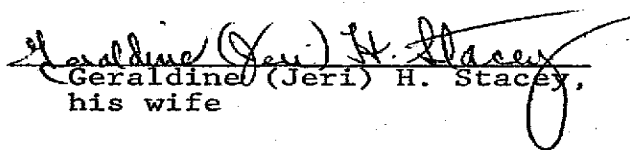
No consent, approval, or agreement of any Tenants or of any Permittees shall be required at any time for the termination, amendment, modification, or extinguishment of this Declaration or of any of the easements granted or obligations created hereby, it being the intent hereof that any rights, privileges, benefits, or obligations of any Tenants or Permittees shall be dependent upon and derived from the rights reserved and obligations created herein with respect to Owners and Future Owners.

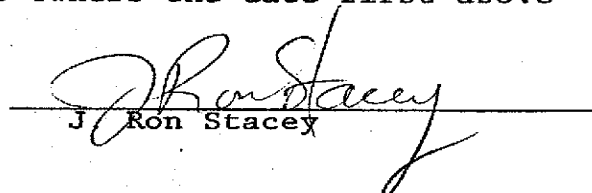
In any event, this Declaration shall automatically terminate with respect to, but only with respect to, such portion of the Rights-of-Way as may hereafter be dedicated as public roadways and accepted by the appropriate governmental authority.

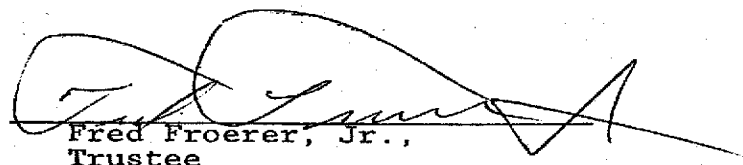
ARTICLE VI

This Declaration and all of the provisions thereof shall be binding upon and inure to the benefit of each Owner, each Future Owner, PFS, each other Mortgagee, and their respective heirs, devisees, grantees, successors, and assigns.

WITNESS the hand of the Owners the date first above written.

  
 \_\_\_\_\_  
 Geraldine (Jeri) H. Stacey,  
 his wife

  
 \_\_\_\_\_  
 J. Ron Stacey

  
 \_\_\_\_\_  
 Fred Froerer, Jr.,  
 Trustee

STATE OF UTAH )  
COUNTY OF WEBER ) ss.

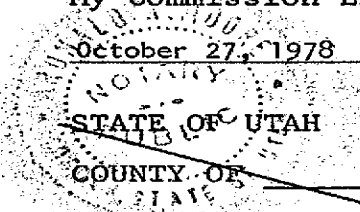
On this 6th day of June, 1975, personally appeared before me J. RON STACEY and GERALDINE (JERI) H. STACEY, his wife, two of the signers of the foregoing Declaration of Reciprocal Easements and Burdens, each of whom duly acknowledged to me that (s)he executed the same.

My Commission Expires:

October 27, 1978

  
Notary Public

Residing at: Ogden, Utah



STATE OF UTAH )  
COUNTY OF WEBER ) ss.

~~On this 6th day of June, 1975, personally appeared before me PETE VAN HULTEN and CHRISTINA VAN HULTEN, his wife, two of the signers of the foregoing Declaration of Reciprocal Easements and Burdens, each of whom duly acknowledged to me that (s)he executed the same.~~

~~My Commission Expires:~~

~~Notary Public~~

~~Residing at: Ogden, Utah~~

STATE OF UTAH )  
COUNTY OF WEBER ) ss.

On this 6th day of June, 1975, personally appeared before me FRED FROERER, JR., Trustee, one of the signers of the foregoing Declaration of Reciprocal Easements and Burdens, who duly acknowledged to me that he executed the same.

My Commission Expires:

October 27, 1978

  
Notary Public

Residing at: Ogden, Utah

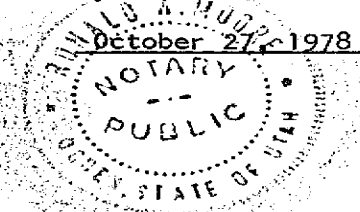


EXHIBIT "A"

The following-described real property situated in Weber County, State of Utah:

## Parcel 1:

Beginning at a point 21.08 chains (1391.28 feet) South and North 83° 22' West 1905.58 feet from the Northeast corner of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, said point of beginning being also South 83° 22' East 278.40 feet from Ogden City coordinates "A" 12 + 25.01 and "B" 60 + 22.01, located on the East line of Pacific Avenue; running thence North 0° 58' East 251.70 feet; thence South 89° 02' East 345.06 feet; thence South 0° 58' West 285.94 feet; thence North 83° 22' West 346.75 feet to the point of beginning. SUBJECT TO an existing right-of-way along and across the North 20 feet of the above described property. ALSO SUBJECT TO an existing right-of-way 30 feet wide, being 15 feet on each side of and parallel to the following described centerline: Beginning at a point North 89° 02' West 154.06 feet from the Northeast corner of the above described parcel; and running thence South 0° 58' West 270.65 feet.

Together with those rights of way for purposes of ingress and egress more particularly described as Parcels 5(a), 5(b), 5(c), 5(d) and 5(e).

ALSO SUBJECT TO a right of way for all purposes of ingress and egress upon and across the West 15.00 feet of the above described tract of land.

## Parcel 2:

A part of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U. S. Survey: Beginning at a point on the East line of Pacific Avenue, said point being North 89° 46' 20" West 524.92 feet, South 0° 58' West 338.63 feet, North 89° 02' West 1604.94 feet, South 7° 26' West 41.03 feet and South 3° 08' 30" West 244.40 feet from the Northeast corner of said Southwest Quarter Section, said point is also South 89° 46' 20" East 552.46 feet, South 7° 26' West 361.50 feet and South 3° 08' 30" West 244.40 feet from the Northwest corner of said Southwest Quarter Section, running

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thence South 89° 02' East 253.84 feet, thence South 0° 58' West 120.00 feet, thence North 89° 02' West 257.47 feet to the East line of Pacific Avenue, thence North 2° 15' 00" East 59.80 feet along said East line, thence North 3° 08' 30" East 60.26 feet also along said East line to the point of beginning.

Together with those rights of way for purposes of ingress and egress more particularly described as Parcels 5(a), 5(b), 5(c), 5(d) and 5(e).

Parcel 3:

A part of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U. S. Survey: Beginning at a point which is North 89° 46' 20" West 524.92 feet, South 0° 58' West 338.63 feet, North 89° 02' West 1604.94 feet, South 7° 26' West 41.03 feet, South 3° 08' 30" West 244.40 feet, South 89° 02' East 613.90 feet and South 0° 58' West 78.03 feet from the Northeast corner of said Southwest Quarter Section, said point is also South 89° 46' 20" East 552.46 feet, South 7° 26' West 361.50 feet, South 3° 08' 30" West 244.40 feet, South 89° 02' East 613.90 feet and South 0° 58' West 78.03 feet from the Northwest corner of said Southwest Quarter Section; running thence South 0° 58' West 82.17 feet, thence North 89° 02' West 330.06 feet, thence North 0° 58' East 79.82 feet, thence South 89° 26' 43" East 330.07 feet to the point of beginning.

Together with those rights of way for purposes of ingress and egress more particularly described as Parcels 5(a), 5(b), 5(c), 5(d) and 5(e).

Parcel 4:

Part of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U. S. Survey: Beginning at a point which is North 89° 46' 20" West 524.92 feet, South 0° 58' West 338.63 feet, North 89° 46' 20" West 1604.94 feet, South 7° 26' West 41.03 feet, South 3° 08' 30" West 244.40 feet, and South 89° 02' East 613.90 feet from the Northeast corner of said Southwest Quarter Section, said point also being South 89° 46' 20" East 552.46 feet, South 7° 26' West 361.50 feet, South 3° 08' 30" West 244.40 feet, and South 89° 02' East 613.90 feet from the Northwest corner of said Southwest Quarter Section; running thence South 0° 58' West 78.03 feet; thence North 89° 26' 43" West 330.07 feet; thence North 0° 58' East 80.68; thence South 89° 02' East 330.06 feet; thence South 0° 58' West 0.3 to the point of beginning.

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Together with those rights of way for purposes of ingress and egress more particularly described as Parcels 5(a), 5(b), 5(c), 5(d) and 5(e).

Parcel 5:

PARCEL 5(a) A non-exclusive right of way for purposes of ingress and egress over, upon and across the following:

Beginning at a point which is North 89° 46' 20" West 524.92 feet, South 0° 58' West 338.63 feet, North 89° 02' West 1604.94 feet, South 7° 26' West 41.03 feet and South 3° 08' 30" West 184.18 feet from the Northeast corner of said Southwest Quarter Section, said point also being South 89° 46' 20" East 552.46 feet, South 7° 26' West 361.50 feet and South 3° 08' 30" West 184.18 feet from the Northwest corner of said Southwest Quarter Section; running thence South 89° 02' East 442.56 feet; thence South 0° 58' West 40.00 feet; thence North 89° 02' West 163 feet more or less to a point which bears North 2° 15' East from a point which is South 87° 45' East 15.0 feet from the Northeast corner of the Pete Van Hulten property; thence South 2° 15' West 20.02 feet; thence North 89° 02' West 30.0 feet; thence North 2° 15' East 20.02 feet; thence North 89° 02' West 250.98 feet more or less to the Easterly line of Pacific Avenue; thence North 3° 08' 30" East 40.04 feet to the point of beginning.

PARCEL 5(b) A non-exclusive right of way for purposes of ingress and egress over, upon and across the following:

A part of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U. S. Survey: Beginning at a point North 89° 46' 20" West 524.92 feet, South 0° 58' West 338.63 feet, North 89° 02' West 1604.94 feet, South 7° 26' West 41.03 feet, South 3° 08' 30" West 244.40 feet and South 89° 02' East 253.84 feet from the Northeast corner of said Southwest quarter section, said point is also South 89° 46' 20" East 552.46 feet, South 7° 26' West 361.50 feet, South 3° 08' 30" West 244.40 feet and South 89° 02' East 253.84 feet from the Northwest corner of said Southwest quarter section, running thence North 0° 58' East 0.22 feet, thence South 89° 02' East 30.00 feet, thence South 0° 58' West 160.64 feet, thence North 89° 02' West 30.00 feet, thence North 0° 58' East 160.42 feet to the point of beginning.



PARCEL 5(c) A non-exclusive right of way 40 feet wide for purposes of ingress and egress, being 20 feet on each side of and parallel to the following described centerline:

Beginning at the Northwest corner of Parcel 1 as described hereinabove; running thence North  $87^{\circ} 45'$  West 275.07 feet, more or less, to the East line of Pacific Avenue.

PARCEL 5(d) A non-exclusive right of way for purposes of ingress and egress, being 15 feet on each side of and parallel to the following described centerline: Beginning at a point North  $89^{\circ} 02'$  West 154.06 feet from the Northeast corner of Parcel 1 as described hereinabove; running thence North  $0^{\circ} 58'$  East 615 feet.

PARCEL 5(e) A non-exclusive right of way for purposes of ingress and egress, over, upon and across the North 20.00 feet of Parcel 1 as described hereinabove.

Parcel 6:

A part of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U. S. Survey: Beginning at a point which is North  $89^{\circ} 46' 20''$  West 524.92 feet, South  $0^{\circ} 58'$  West 338.63 feet, North  $89^{\circ} 02'$  West 1604.94 feet, South  $7^{\circ} 26'$  West 41.03 feet, South  $3^{\circ} 08' 30''$  West 244.40 feet, South  $89^{\circ} 02'$  East 613.90 feet and South  $0^{\circ} 58'$  West 160.20 feet from the Northeast corner of said Southwest Quarter Section, said point is also South  $89^{\circ} 46' 20''$  East 552.46 feet, South  $7^{\circ} 26'$  West 361.50 feet, South  $3^{\circ} 08' 30''$  West 244.40 feet, South  $89^{\circ} 02'$  East 613.90 feet and South  $0^{\circ} 58'$  West 160.20 feet from the Northwest corner of said Southwest Quarter Section; running thence South  $0^{\circ} 58'$  West 167 feet, more or less, to the North line of Parcel 1 as described hereinabove; thence North  $89^{\circ} 02'$  West 345.06 feet, thence South  $0^{\circ} 58'$  West 251.70 feet to the Northernly line of the Blanche Burch property; thence North  $83^{\circ} 22'$  West 282.75 feet to the Easterly right of way line of Pacific Avenue; thence North  $2^{\circ} 15'$  East 445 feet, more or less, along the Easterly right of way line of Pacific Avenue to the Southwest corner of Parcel 2 as described hereinabove; thence South  $89^{\circ} 02'$  East 257.47 feet; thence North  $0^{\circ} 58'$  East 120.00 feet; thence South  $89^{\circ} 02'$  East 30.00 feet to the Northwest corner of Parcel 4 as described hereinabove; thence South  $0^{\circ} 58'$  West 160.42 feet to the Southwest corner of Parcel 3 as described hereinabove; thence South  $89^{\circ} 02'$  East 330.06 feet to the point of beginning.

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