

WHEN RECORDED MAIL TO:

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PRINCE, YEATES & GELDZAHLER
424 East 500 South
Salt Lake City, Utah 84111

4157300

DECLARATION OF EASEMENTS
AND PARKING AGREEMENT

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PRINCE, YEATES & GELDZAHLER
REBECCA GRAY
Rebecca Gray

OCT 30 1 55 PM '85
KARLSON
RECORDER
SALT LAKE COUNTY,
UTAH

THIS DECLARATION OF EASEMENTS AND PARKING AGREEMENT
(the "Agreement") is made and entered into this 25th day of
October, 1985, by and between UNION PARK II ASSOCIATES, a Utah
limited partnership ("Park II") and UNION PARK IIA ASSOCIATES,
a Utah limited partnership ("Park IIA").

RECITALS

A. Park II owns a tract of real property located in
Salt Lake County, State of Utah, the legal description of which
is set forth on Exhibit "A", attached hereto and incorporated
herein by this reference. Said tract is referred to herein as
"Tract A".

B. Park IIA owns a certain tract of real property
which was conveyed to it by Park II and which is located in
Salt Lake County, State of Utah, the legal description of which
is set forth on Exhibit "B" attached hereto and incorporated
herein by this reference. Said tract is referred to herein as
"Tract B."

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C. The parties desire to create certain cross easements and rights between Tracts A and B and to create an easement on Tract B and certain rights for the benefit of and appurtenant to Tract A.

NOW THEREFORE, for TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. As used in this Declaration:

(a) "Party" means each person executing this instrument and its heirs, assigns and successors in interest as the same may be shown by records of Salt Lake County, State of Utah, as of the date of the exercise of powers granted hereunder or the performance of or failure of performance by such Parties of the obligations created by this Agreement. Without limiting the generality of the foregoing, the term Party refers to the person or persons holding fee title to all or any portion of tract A or Tract B.

(b) "Parties" means all of the persons who are a Party, taken in the aggregate.

2. Grant of Reciprocal Easement. The Parties grant each to the other the following reciprocal easements:

(a) Nonexclusive easements appurtenant to each Party's Tract for the purpose of pedestrian traffic of the Benefited Parties (as defined below).

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(b) Nonexclusive easements appurtenant to each Party's Tract for the purpose of furnishing access and the right of access for the vehicles of the Benefited Parties between the public streets and any and all parking areas situated on a Party's Tract; provided that the foregoing right of access shall be limited to use for such purposes and to such extent as may be customary to use of the Tracts for commercial purposes (including reasonable and customary deliveries). Either Party and its successors and assigns are permitted to alter, relocate or change the configuration of access roads, lanes and similar routes on its Tract.

The easements granted pursuant to subsections (a) and (b) above shall benefit each of the Parties and their respective tenants and concessionaires, and the employees, customers, invitees, guests and invitees of the Parties and their respective tenants and concessionaries (all of the foregoing constituting the "Benefited Parties"), subject to such regulations as either Party may impose upon the use of their respective Tracts, provided that such regulations shall be non-discriminatory and shall be equally applicable to and enforced against all persons entitled to use the properties for ingress and egress.

3. Grant of Easement on Tract B. Park IIA hereby grants to Park II an easement and right of access for vehicular

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traffic on, over, across and through the real property located within the boundaries of Tract B and described on Exhibit "C" attached hereto for the purposes of access at all times from the freeway access road known as Project No. I-415-9(4)297 in the official documents of the Utah Department of Transportation to and from the permanent parking structure which is located on Tract B.

4. Parking. Park IIA agrees to furnish to and for the benefit of Park II and its Benefited Parties (as defined in Section 2 above) 118 assigned parking spaces in the permanent parking structure which is located on Tract B, subject to reasonable regulations imposed by Park IIA. Park II shall be assessed for its pro rata portion of any and all taxes levied on the parking structure. Park II's assessment shall be the pro rata share of the total tax, calculated by comparing 118 parking spaces to the total number of parking spaces located in the permanent parking structure at the time that the tax is levied. Park IIA shall deliver any assessments for taxes to Park II within 90 days of Park IIA's receipt of any notice of tax payable on the parking structure, and Park II shall pay its assessment to Park IIA within 30 days of receipt. Park IIA shall determine the specific location of such 118 parking spaces and notify Park II and from time to time upon ten days' notice may change the specific location of any or all of such 118 parking spaces. Park II's parking rights hereunder may be

interrupted for up to 180 days for the construction of improvements to or repair of the parking structure.

5. Duration. This Agreement and each easement, covenant, restriction, and undertaking of this Agreement shall be for a term of the shorter of fifty (50) years or so long as the buildings which have been constructed on Tract B shall stand, unless sooner terminated pursuant to Section 6.

6. Modification. This Agreement and any easement, covenant, restriction or undertaking contained herein may be terminated, extended, modified, or amended as to the whole of the Tracts or any portion of them, with the consent of both Parties.

7. Not a Public Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of either Tract to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement will be strictly limited to and for the purpose expressed here.

8. Mutuality; Reciprocity Runs With Land/

(a) Each and all of the easements, restrictions, covenants and rights granted or created herein are appurtenances to the Tracts and none of the easements, restrictions, covenants and rights may be transferred, assigned, or encumbered except as an appurtenance to such Tracts. For the purposes of the easements,

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restrictions and rights, the Tract benefitted will constitute the dominant estate, and the Tract burdened by such easements, restrictions, and rights will constitute the servient estate.

(b) 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, mutual and reciprocal benefit of each Tract; will create mutual equitable servitudes upon each Tract in favor of each other Tract; will constitute covenants running with the land; will bind every person having any fee, leasehold, or other interest in any portion of the Tract at any time or from time to time to the extent that such portion is affected or bound by the covenant, restriction, condition, or provision in question, or that the covenant, restriction, condition or provision is to be performed on such portion; and will inure to the benefit of the Parties and their respective successors and assigns as to their respective Tracts.

9. Miscellaneous Provisions.

(a) The Parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

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(b) Each Party shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond such Party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services or acts of God.

(c) Failure of a Party to insist upon the strict performance of any provision or to exercise any option hereunder shall not be construed as a waiver for the future of any such provision or option. No provision of this Agreement shall be deemed to have been waived unless such waiver be in writing signed by each other Party.

(d) If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

(e) Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the

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benefit of the Parties, their legal representatives,
heirs, successors and assigns.

(f) Each person executing this Agreement
individually and personally represents and warrants
that he is duly authorized to execute and deliver the
same on behalf of the entity for which he is signing
(whether it be a corporation, general or limited
partnership or otherwise), and that this Agreement is
binding upon said entity in accordance with its terms.

(g) This Agreement shall be construed in
accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed
this Agreement on the day and year first set forth above.

PARK II

UNION PARK II ASSOCIATES,
a Utah limited partnership

By: Thomas M. Lloyd
General Partner

PARK IIA

UNION PARK IIA ASSOCIATES,
a Utah limited partnership

By: J Robert Bonnemort
General Partner

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

On this 29th day of October, 1985, personally appeared before me Thomas M. Lloyd, who duly acknowledged to me that he executed the foregoing instrument as one of the General Partners of UNION PARK II ASSOCIATES, a Utah limited partnership, and that the statements contained therein are true.

Margaret E. Egan
NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires:

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

On this 29th day of October, 1985, personally appeared before me Robert B. Stewart, who duly acknowledged to me that he executed the foregoing instrument as one of the General Partners of UNION PARK IIA ASSOCIATES, a Utah limited partnership, and that the statements contained therein are true.

Margaret E. Egan
NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires:

2075

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EXHIBIT "A"

TRACT A

Beginning at a point on the Southwesterly right-of-way line of the Freeway Access Road known as Project No. I-415-9(4)297 in the official documents of the Utah Department of Transportation, said point of beginning being South $89^{\circ}52'20''$ West along the section line 1745.49 feet and South 139.16 feet and South $53^{\circ}17'17''$ East 223.95 feet from the Northeast corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North $53^{\circ}17'17''$ West along said Southwesterly right-of-way line 223.95 feet to a point of curve of a 883.51 foot radius curve to the right; thence Northwesterly along the arc of said curve and right-of-way line through a central angle of $3^{\circ}15'10''$ a distance of 50.16 feet; thence South $39^{\circ}57'53''$ West along said right-of-way line 80.67 feet; thence South $16^{\circ}58'$ East 358.27 feet; thence North $36^{\circ}42'40''$ East 100.32 feet; thence North $53^{\circ}17'17''$ West 10.00 feet; thence North $36^{\circ}42'43''$ East 191.00 feet to the point of beginning.

Contains 1.18 acres.

EXHIBIT "B"

TRACT B

Beginning at a point on the Southwesterly right-of-way line of the freeway access road known as Project No. I-415-9 (4) 297 in the official documents of the Utah Department of Transportation, said point of beginning being South $89^{\circ}52'20''$ West along the section line 1745.49 feet and South 139.16 feet and South $53^{\circ}17'17''$ East 542.88 feet from the Northeast corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running, thence North $53^{\circ}17'17''$ West along said Southwesterly right-of-way line 318.93 feet; thence South $36^{\circ}42'43''$ West 191.00 feet; thence South $53^{\circ}17'17''$ East 10.00 feet; thence South $36^{\circ}42'43''$ West 100.32 feet; thence South $16^{\circ}58'00''$ East 449.52 feet to a point on a 540.00 foot radius curve to the left on the Northerly line of property deeded to Salt Lake City for the East Jordan Canal, the center of said curve lies North $12^{\circ}09'08''$ West from said point; thence Northerly along the arc of said curve and northerly line through a central angle of $9^{\circ}52'15''$ a distance of 93.03 feet to an old fence line; thence North $24^{\circ}05'$ East along said old fence line 494.57 feet to the point of beginning. Contains 3.632 acres.

EXHIBIT "C"

Beginning at a point on the Southwesterly right-of-way line of the freeway access road known as Project No. I-415-9 (4) 297 in the official documents of the Utah Department of Transportation, said point of beginning being South $89^{\circ}52'20''$ West along the section line 1745.49 feet and South 139.16 feet and South $53^{\circ}17'17''$ East 223.95 feet from the Northeast corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South $36^{\circ}42'43''$ West 191.00 feet; thence South $53^{\circ}17'17''$ East 361.73 feet; thence North $24^{\circ}05'00''$ East 30.74 feet; thence North $53^{\circ}17'17''$ West 287.00 feet to a point of a 20.00 foot radius curve to the right; thence northerly along the arc of said curve 31.42 feet through a central angle of $90^{\circ}00'00''$ to a point of tangency; thence North $36^{\circ}42'43''$ East 141.00 feet to a point on the aforementioned Southwesterly right-of-way; thence North $53^{\circ}17'17''$ West 48.00 feet along said Southwesterly right-of-way line to the point of beginning.

Contains 18,565 square feet or 0.426 acres.