

Easement No. 6940.00

2/20

4729086  
25 JANUARY 89 03:55 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
RICHARD BIRD KUMP  
333 EAST FOURTH SO  
SLC UT 84111  
REC BY: DOROTHY SINFIELD, DEPUTY

4729086

PEDESTRIAN EASEMENT AGREEMENT

This agreement made this 14th day of December 1988, by and between THE TRUSTEES UNDER THE WILL AND THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual corporate capacities, of 6925 South Union Park Avenue, Suite 500, Midvale, Utah 84047 (hereinafter referred to as "Campbell Estate"), and Vidalakis Investment, a Utah partnership, 455 East Fifth South, Suite 400, Salt Lake City, Utah 84111 (hereinafter referred to as "Vidalakis").

WHEREAS, Campbell Estate owns certain real property at 7050 and 7070 South Union Park Avenue in Midvale, Salt Lake County, State of Utah, which property is more particularly described in the Schedule "A" attached hereto and made a part hereof by this reference, and

WHEREAS, Vidalakis owns certain real property known as The Family Center on Fort Union Boulevard in Midvale, Salt Lake County, State of Utah, which property is more particularly described in the Schedule "B" attached hereto and made a part hereof by this reference, and

WHEREAS, the parcels of real property above described adjoin and abut each other along a common property line between the two properties, and

WHEREAS, the parties desire to provide for the unobstructed pedestrian passage way from one property

BOOK 6099 PAGE 1390

to the other for their mutual benefit,

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties covenant and agree for themselves, their heirs, successors and assigns, as follows:

1. Mutual Easements. Campbell Estate grants to Vidalakis and Vidalakis grants to Campbell Estate an easement of ingress and egress over so much of their respective property as is presently required for a pedestrian passage way to connect their respective properties. Said passage way shall be in the area shown on the plat map attached hereto as Schedule "C" and made a part hereof by this reference.

2. Obstructions. The parties shall not obstruct, impede, or interfere, either with the other, in the reasonable use of such pedestrian passage way and the improvements for the purpose of ingress and egress to and from the respective properties.

3. Construction. Campbell Estate shall be responsible to construct a stairway and walkway, with adequate nighttime lighting, within the designated area. Vidalakis shall approve, in writing, the plans and bids for construction of the stairway, walkway and lighting. The cost of the construction, based on the final approved

bid, will be shared equally by the parties. Vidalakis' share of the construction cost shall be paid to Campbell Estate within thirty (30) days after receipt of a written invoice for the construction cost.

4. Maintenance. The stairway, walkway and lighting constructed as set forth above shall be maintained in a usable, neat, and appropriate manner by Campbell Estate. Campbell Estate shall keep the stairway and walkway areas and rights-of-way clear and free of snow, ice, rubbish, and obstructions of every nature, and shall provide adequate drainage and lighting thereon.

Each party shall maintain at all times insurance against claims for personal injury or property damage with respect to injuries or property damage arising out of the use by any person of the stairway and walkway.

All maintenance costs except costs for insurance described above will be shared equally by the parties, and Vidalakis' share of maintenance costs shall be paid to Campbell Estate within ten (10) days after the receipt by Vidalakis of a written invoice and copies of back-up invoices therefor.

5. Effective Term. This agreement shall be effective indefinitely or so long as the parties' properties shall be used for one or more retail and/or

commercial establishments. Temporary cessation of use upon either property due to fire or other casualty, acts of God, labor difficulties, or other cause beyond the reasonable control of the owner and a temporary cessation of use for not more than 120 consecutive days shall not be deemed a cessation of use within the meaning of this paragraph.

6. Covenants Running with the Land. The easements and rights-of-way hereby granted, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of the real property and all persons claiming under them.

7. Cancellation. Notwithstanding any provision to the contrary, either party may unilaterally determine to terminate this agreement if it does not deem the agreement to be desirable or appropriate. At such time, the stairway and walkway will be removed or closed off at the sole cost and expense of the terminating party. To terminate this agreement, the terminating party shall give thirty (30) days' prior written notice to the nonterminating

party. Within ten (10) days thereafter, the nonterminating party shall execute and return to the terminating party an agreement for the cancellation of the Pedestrian Easement Agreement, which agreement shall be in the form of the Cancellation Agreement attached hereto as Schedule "D" and made a part hereof by this reference.

8. Attorney's Fees. If either party is required to enforce the provisions of this agreement because of a breach by the other party, the non-breaching party is entitled to recover its costs to enforce the agreement, including a reasonable attorney's fee, whether or not an action is commenced in the courts of the State of Utah.

9. Entire Agreement. This agreement supersedes all agreements previously made between the parties relating to its subject matter, and there are no other understandings or agreements between them.

10. Notices. All notices under this agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses.

11. Governing Law. This agreement shall be construed in accordance with and governed by the laws of the State of Utah.

REV 6099 REV 1394

IN WITNESS WHEREOF the parties have executed this agreement on the date and year first written above.

VIDALAKIS INVESTMENT, A UTAH PARTNERSHIP

By: Wallace Associates Management  
Managing Agent

By: Stath Karrais  
Its: Vice President

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

On the 14<sup>th</sup> day of December, 1988,  
personally appeared before me Stath Karrais

Stath Karrais, who acknowledged to me that he is a  
~~general partner of VIDALAKIS INVESTMENT, a Utah partnership,~~  
Vice President of Wallace Associates Management, Inc. managing agent,  
that he executed the above document on behalf of the  
partnership by proper authority, and that he executed  
the document as the act of the partnership for the purposes  
stated therein.

[Signature]  
NOTARY PUBLIC  
Residing at: Salt Lake City, UT

My Commission Expires:  
10-16-91

REC-1059-1335

THE TRUSTEES UNDER THE WILL  
AND OF THE ESTATE OF JAMES  
CAMPBELL, DECEASED:  
H. C. Cornuelle, Inc.

By: *H. C. Cornuelle*  
Its: President

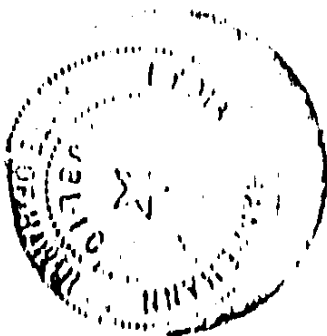
By: *C. K. Churchill*  
Its: Chief Executive Officer

By: *R. B. [Signature]*  
Its: Director, Finance & Accounting

STATE OF HAWAII )  
 )  
CITY AND COUNTY OF HONOLULU )

ss.

On this 19th day of January, 1989, before me appeared H. C. Cornuelle, C. R. Churchill, and R. Plumb, to me personally known, who, being by me duly sworn did say that H. C. Cornuelle is President, sole shareholder and sole director of H. C. CORNUELLE, INC. a Hawaii professional corporation which is a Trustee under the Will and of the Estate of James Campbell, Deceased, and C. R. Churchill and R. Plumb are the Chief Executive Officer and Director, Finance & Accounting, respectively, of the Trustees under the Will and of the Estate of James Campbell, Deceased; that the foregoing instrument was signed by each of the persons above listed as appearing before me in the respective capacity above indicated (that is, as President of a Hawaii professional corporation which is a Trustee, or as employee(s) of the Estate of James Campbell); that said corporation is a corporation without a seal; that the President of the corporation which is a signatory hereto acknowledged that the aforesaid instrument was signed on behalf of said corporation with the authority of the sole shareholder and director and as the free act and deed as of said corporation as such Trustee; that C. R. Churchill and R. Plumb acknowledged said instrument to have been signed with the authority of and as the free act and deed of the Trustees.



Lydia L. Hanoumann  
Notary Public, State of Hawaii

My Commission expires: Feb. 11, 1992

1170P1:K1405

HP 89 1397



SCHEDULE "A"

Parcel 1:

Beginning at a point on the Southwesterly right-of-way line of the Freeway Access Road known as Project No. 1-415-9(4)297 in the official documents of the Utah Department of Transportation, said point of beginning being South 89°52'20" West along the section line 1745.49 feet and South 139.16 feet and South 53°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°17'17" West along said Southwesterly right-of-way line 318.93 feet; thence South 36°42'43" West 191.00 feet; thence South 53°17'17" East 2.60 feet; thence South 36°42'43" West 94.88 feet; thence South 16°58'00" East 458.705 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°09'08" West from said point; thence Northeasterly along the arc of said curve and Northerly line through a central angle of 9°52'15" a distance of 93.03 feet; thence North 24°05'00" East 494.57 feet to the point of beginning.

609975-1398

SCHEDULE "B"

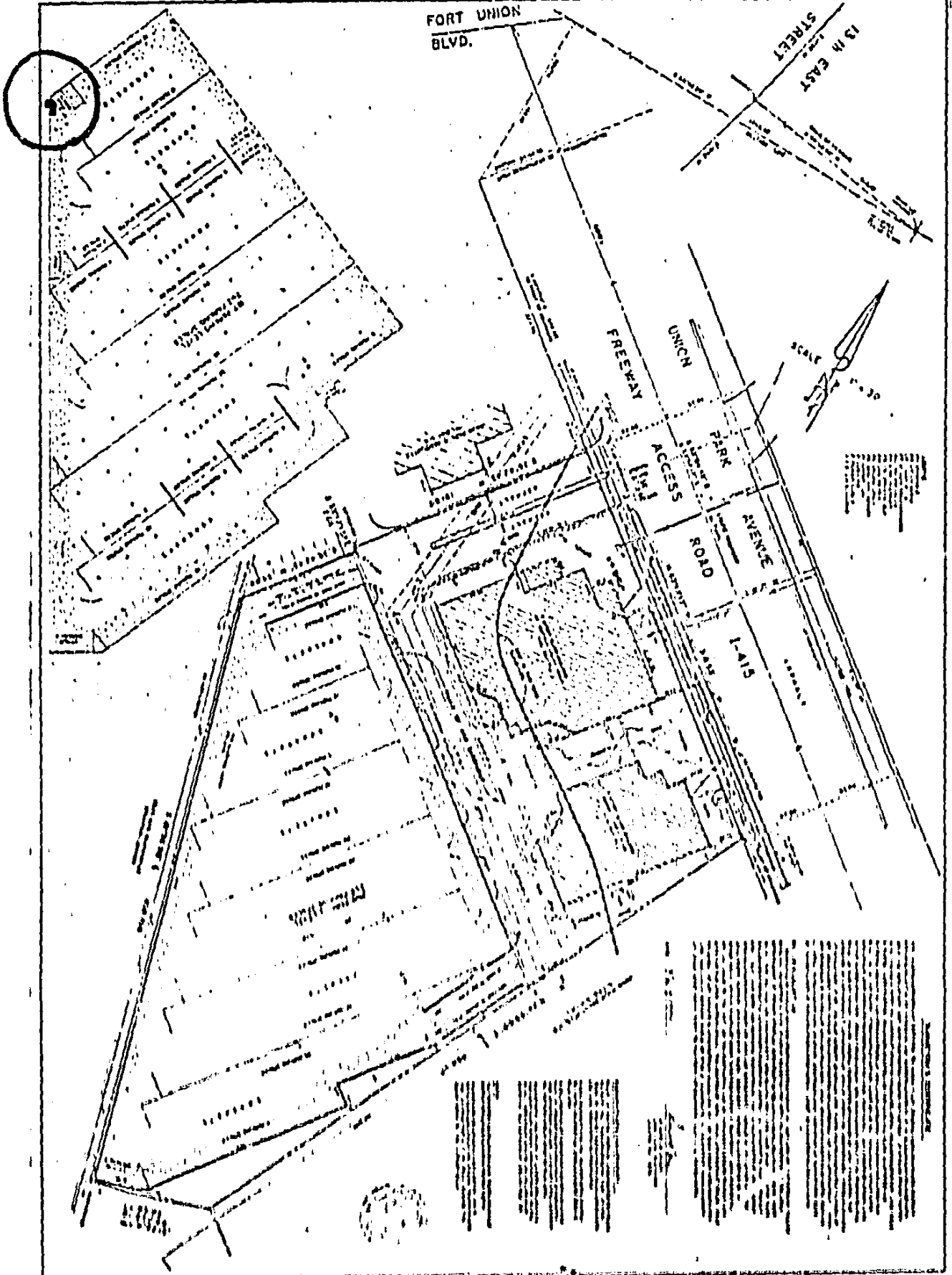
Legal Description for Phase II

Beginning at a point on the South right-of-way line of Fort Union Boulevard, said point being South 00°04'01" West 445.76 feet along the quarter section line and North 51°21'20" East 133.944 feet along said South right-of-way line from the North quarter corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South 16°58'35" East 609.253 feet to the North right-of-way line of the East Jordan Canal Extension; thence along the North line of said canal the next four courses, North 73°01'25" East 185.111 feet; thence South 78°26'00" East 415.091 feet; thence South 86°27'07" East 169.65 feet; thence North 80°14'00" East 28.837 feet; thence leaving said canal North 16°58'00" West 1027.075 feet to the Southwesterly right-of-way line of a freeway known as Project No. 415-0; thence along said freeway right-of-way the next three courses, Northwesterly 47.237 feet along the arc of an 883.51 foot radius curve to the right; thence North 37°14'52" West 43.87 feet to a point on a 35 foot radius curve to the left; thence Northwesterly 55.83 feet along the arc of said curve to the South right-of-way line of said Fort Union Boulevard; thence South 51°21'20" West (State Bearing - South 51°36'12" West), 709.017 feet to the point of beginning.

CONTAINS: 14.5464 ACRES.

BY H099:1389

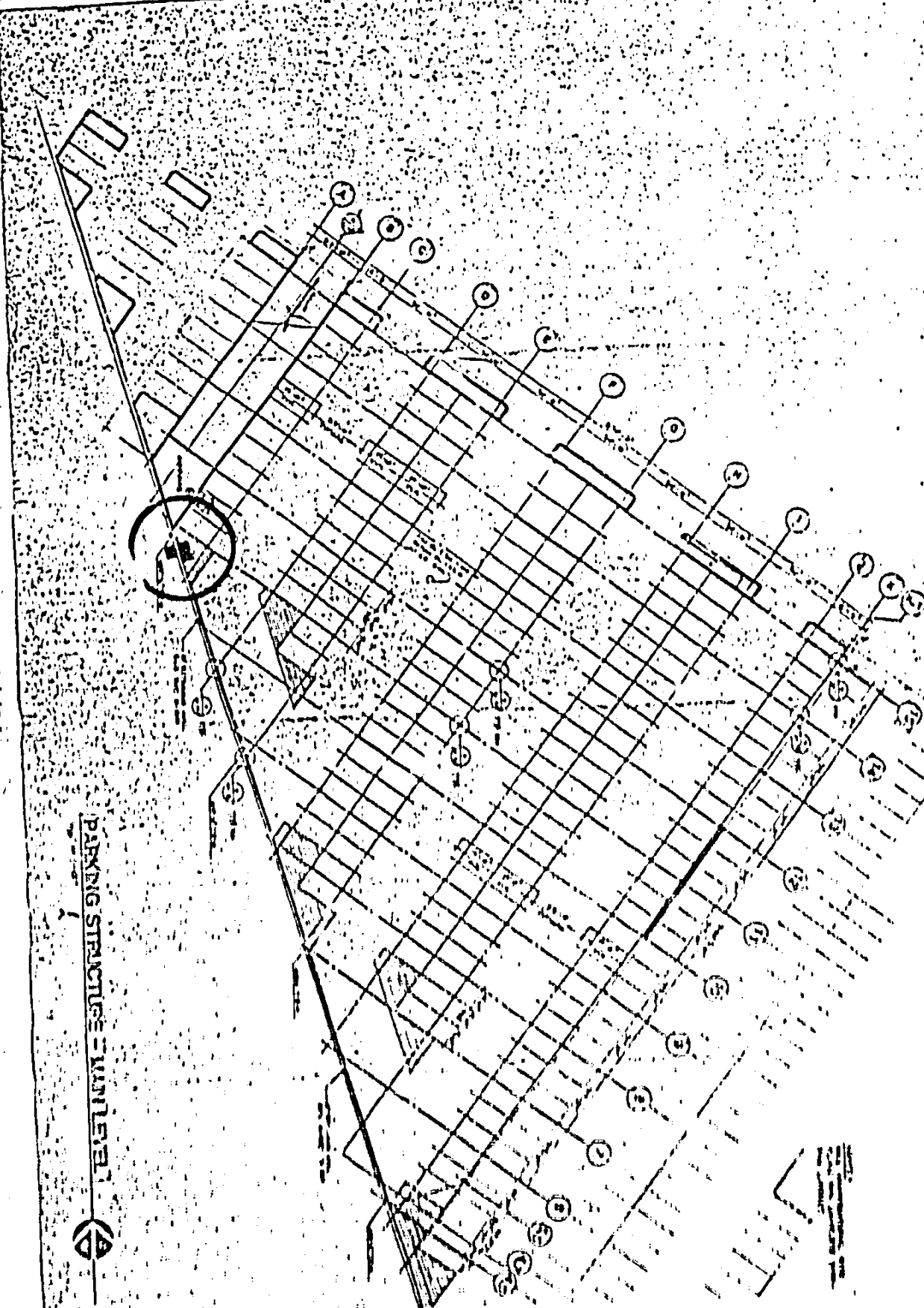
SCHEDULE "C"



FORM 1007-  
CO. RECORDS

HW 1039 1400

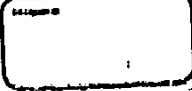
<p>1</p>	<p>2</p>	<p>3</p>	<p>4</p>
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PARKING STRUCTURE - UNIVERSAL



UNION PARK CENTER - PHASE II  
 NORTH E. YOUNG & COMPANY, INC., ARCHITECTS, CHICAGO, ILL.



**SCHEDULE "D"**  
(Form for Cancellation of Pedestrian Easement)

WHEN RECORDED, RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CANCELLATION OF PEDESTRIAN EASEMENT**

THIS AGREEMENT to cancel the Pedestrian Easement Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between THE TRUSTEES UNDER THE WILL AND THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual corporate capacities, of 6925 South Union Park Avenue, Suite 500, Midvale, Utah 84047 (hereinafter referred to as "Campbell Estate") and VIDALAKIS INVESTMENT, a Utah partnership, of 455 East 500 South, Suite 400, Salt Lake City, Utah 84111 (hereinafter referred to as "Vidalakis").

WHEREAS, the parties hereto entered into a Pedestrian Easement Agreement dated December \_\_\_\_\_, 1988, wherein the parties provided for a pedestrian passageway to and from property owned by Campbell Estate and Vidalakis, which Pedestrian Easement Agreement was recorded in the office of the Salt Lake County Recorder on December \_\_\_\_\_, 1988, as Entry No. \_\_\_\_\_ in Book No. \_\_\_\_\_, Page \_\_\_\_\_, and

WHEREAS, pursuant to the provisions of said agreement, the parties now desire to cancel and terminate the Pedestrian Easement Agreement,

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties covenant and agree for themselves, their heirs, successors, and assigns, that the Pedestrian Easement Agreement together with the easements of ingress and egress over so much of the parties' respective property attached hereto as Schedules A and B, and which easement is shown on the attached Schedule C, is terminated and cancelled effective the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed

1099-1402

this agreement on the day and year first written above.

VIDALAKIS INVESTMENT, A  
UTAH PARTNERSHIP

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me \_\_\_\_\_, who acknowledged to me that he is a general partner of Vidalakis Investment, a Utah partnership, that he executed the above document on behalf of the partnership by proper authority, and that he executed the document as the act of the partnership for the purposes stated therein.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County,  
Utah

My Commission Expires:

\_\_\_\_\_

THE TRUSTEES UNDER THE WILL  
AND OF THE ESTATE OF JAMES  
CAMPBELL, DECEASED:

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

ISS: 6093 REC: 1403

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF HAWAII )  
 ) ss.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, who, being by me duly sworn, did say that \_\_\_\_\_ is President, sole shareholder, and sole director of \_\_\_\_\_, a Hawaii professional corporation which is a Trustee under the Will and of the Estate of James Campbell, deceased, and \_\_\_\_\_ and \_\_\_\_\_ are the \_\_\_\_\_ and \_\_\_\_\_, respectively, of the Trustees under the Will and of the Estate of James Campbell, deceased; that the foregoing instrument was signed by each of the persons above listed as appearing before me in the respective capacity above indicated (that is, as President of a Hawaii professional corporation which is a Trustee, or as employee(s) of the Estate of James Campbell); that said corporation is a corporation without a seal; that the President of the corporation which is a signatory hereto acknowledged that the aforesaid instrument was signed on behalf of said corporation with the authority of the sole shareholder and director and as the free act and deed as of said corporation as such Trustee; that \_\_\_\_\_ and \_\_\_\_\_ acknowledged said instrument to have been signed with the authority of and as the free act and deed of the Trustees.

\_\_\_\_\_  
NOTARY PUBLIC, State of Hawaii

My Commission Expires:  
\_\_\_\_\_

FORM NO. 1404