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Gary W. Ott  
Recorder, Salt Lake County, UT  
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WHEN RECORDED, RETURN TO:

Lone Rock Properties, L.L.C.  
aka Lone Rock Properties, LLC  
280 South 400 West, Suite 220  
Salt Lake City, Utah 84101

APN: 15-36-427-029-0000  
15-36-427-021-0000

### RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (“**Agreement**”) is entered into as of the 6<sup>th</sup> day of JULY, 2016, by Lone Rock Properties, LLC aka Lone Rock Properties, L.L.C., a Utah limited liability company (collectively, “**Declarant**”). The following recitals are a material part of this Agreement:

#### RECITALS:

A. Declarant is the owner of two adjacent parcels of land located in Salt Lake County, State of Utah, more particularly described in **Exhibit A**, attached hereto and incorporated herein and commonly referred to as Tax Parcel No. 15-36-427-021-0000 (“**West Parcel**”) and Tax Parcel No. 15-36-427-029-0000 (“**East Parcel**”) (collectively “**the Property**” and each, individually, the “**Parcel**”).

B. The Parcels have been improved with commercial or industrial buildings and associated landscaped areas, parking areas, and drive aisles that provide vehicular circulation and movement.

D. Declarant desires to provide reciprocal easements for vehicular access, including emergency fire access, through an access loop or drive located across the two parcels pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged, it is declared that the Property shall henceforth be subject to the provisions hereof, as follows:

1. Reciprocal Access Easement. Declarant, as the owner of each Parcel within the Property, hereby grants to each other owner of a Parcel within the Property, as grantee, a non-exclusive easement appurtenant to each grantee owner’s Parcel for the purpose of ingress and egress by vehicular and pedestrian traffic, including, but, not limited to, emergency fire access, upon, over, across, and through the drive aisle (the “**Access Drive**”) located as more particularly described on **Exhibit B**, attached hereto and incorporated herein, and visually depicted on **Exhibit C**, attached hereto and incorporated herein.

2. Reciprocal Storm Water Drainage Easement. Declarant, as the owner of each Parcel within the Property, hereby grants to each other owner of a Parcel within the Property, as grantee, a non-exclusive easement appurtenant to each grantee owner's Parcel for the purpose of storm water discharge and drainage derived from the Access Drive.

3. Improvement of Access Drive. Each owner, its successors and assigns, may improve the Access Drive with appropriate aggregate, road base, and asphalt pavement that is engineered to support the weight of trucks, including emergency fire vehicles, which may use the Access Drive. The Access Drive shall be constructed in accordance with all applicable laws and any requirements of Salt Lake City Corporation.

4. Maintenance of Access Drive. Each owner, and its successors and assigns, shall maintain the portion of the Access Drive situated on its Parcel in good order, condition and repair in a smooth and evenly covered condition and reasonably free of ice and snow. Any repair and replacement of the hard surfacing on the Access Drive as needed will be made with the type of surfacing material originally installed or such substitute as will in all respects be equal or superior in quality, use and durability. Notwithstanding the foregoing, the owners of the Parcels may mutually agree to have one of the owners be primarily responsible for the maintenance and repair of the Access Drive or may mutually agree on the collective maintenance and repair of the entire Access Drive. Prior to performing any repair on the Access Drive that would require the temporary closure of the Access Drive, the owner performing such maintenance or repair shall notify the other owner in writing. If the Access Drive is in need of maintenance and repair and the portion of the Access Drive that needs the repair is on the other owner's Parcel, an owner may provide written notice to the other owner explaining the need for the maintenance and repair. If the owner which owns the portion of the Access Drive that is in need of such maintenance and repair does not commence such maintenance and repair within thirty (30) days after receipt of the written notice, the requesting owner may perform such maintenance and repair.

If the owners decide to jointly maintain and repair the Access Drive, the costs and expense to maintain and repair the Access Drive shall be equally shared by the owners. If an owner incurs the costs to maintain and repair the Access Drive, the other owner shall reimburse the performing owner for such costs within thirty (30) days after receipt of a statement from the performing owner.

If the owners independently maintain the portion of the Access Drive that is located on their Parcel and should an owner ("**Deficient Owner**") fail to maintain or repair the portion of the Access Drive located on its parcel as required herein, the other owner ("**Curing Owner**") may notify the Deficient Owner in writing and inform the Deficient Owner of the deficiency in its maintenance and repair obligations. If the Deficient Owner fails to commence the required maintenance and repair within thirty (30) days after the date of such notice, the Curing Owner may enter upon the Deficient Owner's Parcel and perform the required maintenance and repair. The Deficient Owner hereby grants to the Curing Owner a license to enter upon the Deficient Owner's Parcel to perform such required maintenance and repair. In the event a Curing Owner corrects a deficiency in the obligations of the Deficient Owner, the Deficient Owner shall reimburse the Curing Owner the costs to perform such maintenance and repairs within thirty (30)

days after a statement itemizing the costs incurred by the Curing Owner to perform such maintenance and repairs.

5. Interest. If an owner, including a Deficient Owner, does not pay any amount due and owing under this Agreement to the other owner, including the Curing Owner, within thirty (30) days after it is due, such amount shall bear interest at the greater of: (a) the rate of fifteen percent (15%), or the rate of the prime interest rate plus 600 basis points until the amount is paid. Notwithstanding anything herein to the contrary, the interest rate shall not exceed the maximum interest rate permitted by law.

6. Indemnity. Each owner of a Parcel ("**Indemnifying Owner**") hereby agrees to indemnify, defend and hold harmless the other owner and occupants of the other Parcel from and against any and all claims, suits, demands, liabilities, costs and other expenses (including reasonable attorneys' fees) for any personal injury, death or property damage occurring on the Property arising from the negligence or intentional misconduct of the Indemnifying Owner and its employees, agents, servants, and contractors, provided that the Indemnifying Owner does not indemnify, defend and hold harmless the other owner to the extent such injury, death or property damage occurs as a result of any negligence or intentional misconduct of the other owner, or its employees, agents, servants, and contractors.

7. Insurance. Each owner, at its sole cost and expense, shall obtain and keep in force a policy of commercial general liability insurance providing coverage on an occurrence basis with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars in the aggregate, which policy shall satisfy the following requirements: (i) the policy shall insure the owner and be on ISO form CG 00 01 12 04 (or equivalent or equivalent replacement), (ii) the policy will include premises and operations liability coverage, products and completed operations liability coverage, broad form property damage coverage including completed operations, blanket contractual liability coverage, and personal and advertising injury coverage. Each owner's insurance policy shall be primary and non-contributing as to any claims arising on such owner's Parcel. Each owner will provide the other owner with a certificate of insurance evidencing the existence and amounts of such insurance on ACORD™ Form 25-S (1/95) (or its equivalent or equivalent replacement) Certificates of Liability Insurance for liability coverages on an annual basis.

8. Condemnation. In the event of any condemnation or sale in lieu thereof of a portion of an owner's Parcel, the owner of such Parcel agrees to repair and restore any improvements disturbed as a result of such taking to the same or similar condition as existed prior to such condemnation or sale to the extent commercially possible.

9. Reservation/Limitation of Rights. The easement and rights granted herein are limited to the other owners of the Parcels on the Property and their tenants and occupants, and their employees, contractors, servants, agents, customers, and invitees, and no other. The access and parking easements are subject to the grantor owner's right to reasonably temporarily close portions of the drive aisles and parking areas to prevent public dedication and to facilitate maintenance and repairs.

10. No Obstructions. No fence or other barrier which would prevent or obstruct pedestrians or vehicles access for the purposes herein permitted shall be erected or permitted within or across the Access Easements.

11. Enforcement of Covenants. It is understood and agreed that the rights and easements herein granted shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the owners of the Property. In the event of a breach of this Agreement by any owner, the other owner shall be entitled to any damages available at law or in equity, including, without limitation, injunction and specific enforcement of the provisions of this Agreement.

12. Nature of Easements and Rights Granted. Each and all of the easements and rights granted or created herein are appurtenances to the affected portions of the benefited properties and none of the easements and rights granted may be transferred, assigned or encumbered except as an appurtenance to such portions. For the purposes of such easements and rights, the particular properties which are benefited by such easements and rights shall constitute the dominate estate, and the particular properties which are burdened by such easements and rights shall constitute the servient estate. Each and all of the easements, covenants, restrictions and provisions contained in this Agreement constitute covenants running with the land.

13. Relationship. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between the parties. No term or provision of this Agreement is intended to be or shall be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such person, firm, organization, or corporation shall have any right or any cause of action hereunder.

14. Notices. Any notices, requests, demands, and other communications hereunder shall be in writing and shall be given (i) by Federal Express (or other established express delivery service which maintains delivery records), (ii) by hand delivery, or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the owners at the addresses listed as the address for the owner on the last (most recent) recorded vesting deed, or at such other address as the owners may designate by written notice in the above manner.

Notices given hereunder shall be deemed to have been given on the date of personal delivery (or the first business day thereafter if delivered on a non-business day) or three (3) business days after the date of certified mailing or the next business day after being sent by overnight courier, provided that the sender can evidence proof of receipt of such notice. Refusal to accept delivery shall be deemed receipt of notice. If the sender is unable to provide such proof, notices given hereunder shall be effective upon actual receipt only.

Declarant shall give written notice to each owner of any portion of the Property upon Declarant's transfer, sale or conveyance of any portion of the Property, which written notice shall include the name and address of such new owner.

15. Miscellaneous.

15.1 Attorneys' Fees. In the event of any legal proceedings to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' and paralegal fees, discovery and investigative costs, and other costs from the other party, to be fixed by the court in the same action. The phrase "legal proceedings" shall include appeals from a lower court judgment, as well as proceedings in the Federal Bankruptcy Court, whether or not they are adversary proceedings or contested matters. The phrase "prevailing party" as used in the context of Federal Bankruptcy Court shall mean the prevailing party in an adversary proceeding or contested matter, or any other actions taken by the non-bankrupt party which are reasonably necessary to protect its rights under the terms of this Agreement. The phrase "prevailing party" as used in the context of any court other than the Federal Bankruptcy Court shall mean the party that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief which the party sought.

15.2 Modification of Amendments. No amendment or modification of this Agreement shall be valid unless in writing and signed by all of the owners of Parcels within the Property.

15.3 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public purposes whatsoever, it being the intention of Declarant that this Agreement shall be strictly limited to and for the purposes herein expressed.

15.4 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties and any and all prior agreements, understandings or representations are hereby terminated and cancelled in their entirety and are of no force and effect.

15.5 Captions. The captions appearing in this Agreement are for convenience in reference only. Should there be any conflict between any caption and the section with which it appears, the section and not the caption shall control.

15.6 Severability. If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

15.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to any choice-of-laws or conflicts-of-laws principles that would apply the laws of any other state. All parties expressly consent to the personal jurisdiction of the state and federal courts of the State of Utah and service of process being affected upon them by registered mail sent to the addresses set forth in Section 14.

15.8 No Presumption. The parties executing this Agreement agree and acknowledge that the terms and conditions contained in this Agreement are the result of

negotiations between the parties and that this Agreement shall not be construed in favor of or against Declarant, any party or owner by reason of the extent to which any party or owner or their professional representatives or consultants participated in the preparation of this Agreement.

15.9 Time of Essence. Time is of the essence of this Reciprocal Easement Agreement and each and all of its provisions.

15.10 Waiver. No failure or delay on the part of any owner in exercising any right granted to it under this Agreement, regardless of the length of time for which such failure or delay shall continue, will operate as a waiver or impair any such right. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition. No waiver of any provision of this Agreement shall be valid unless given in writing and duly executed by the owner to be charged therewith.

15.11 Estoppel Certificates. Each owner of any portion of the Property, within fifteen (15) days after written request from another owner of any portion of the Property (the "**Requesting Owner**"), agrees to execute and deliver to the Requesting Owner (including the Requesting Owner's lender or prospective lender) an estoppel certificate as reasonably requested by the Requesting Owner.

IN WITNESS WHEREOF, Declarant, as the owner of the Property, has executed this Agreement as of the date first above written.

"Declarant": Lone Rock Properties, LLC aka Lone Rock Properties, L.L.C.,  
a Utah limited liability company

By:   
Shaun McCardell, Manager

NOTARY PAGE

STATE OF UTAH )  
 )  
:SS  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of July, 2016, by Shaun R. McCardell, Manager of Lone Rock Properties, LLC aka Lone Rock Properties, L.L.C.

Kirsten Lee Parkin  
Notary Public



# Exhibit A

(Legal Descriptions)

## West Parcel

### PARCEL 1:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 3900 SOUTH STREET, SAID POINT BEING NORTH 89°44'50" EAST ALONG SAID NORTH LINE 258.60 FEET FROM THE SOUTHWEST CORNER OF LOT 2, BLOCK 16, TEN ACRE PLAT "A", BIG FIELD SURVEY; AND RUNNING THENCE NORTH 00°03'00" WEST 247.17 FEET; THENCE SOUTH 89°52'28" EAST 32.03 FEET; THENCE NORTH 00°18'36" WEST 38.25 FEET; THENCE NORTH 89°45'21" EAST 25.00 FEET; THENCE NORTH 00°18'36" WEST 5 FEET; THENCE NORTH 89°45'21" EAST 102.23 FEET; THENCE SOUTH 00°01'30" EAST 290.19 FEET TO THE NORTH RIGHT OF WAY LINE OF 3900 SOUTH STREET; THENCE SOUTH 89°44'50" WEST ALONG SAID NORTH LINE 158.94 FEET TO THE POINT OF BEGINNING.

### PARCEL 1A:

TOGETHER WITH AND SUBJECT TO THE FOLLOWING DESCRIBED RIGHT-OF-WAY: BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 3900 SOUTH STREET, SAID POINT BEING NORTH 89°44'50 " EAST 188.98 FEET FROM THE SOUTHWEST CORNER OF LOT 2, BLOCK 16, TEN ACRE PLAT "A", BIG FIELD SURVEY; AND RUNNING THENCE NORTH 00°01'33" WEST 245.86 FEET; THENCE SOUTH 89°58'27" WEST 188.98 FEET TO THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET; THENCE NORTH 00°01'33" WEST ALONG SAID EAST LINE 20.00 FEET; THENCE NORTH 89°58'27" EAST 188.98 FEET; THENCE NORTH 00°01'33" WEST 142.20 FEET; THENCE SOUTH 89°58'27" WEST 172.01 FEET; THENCE NORTH 53°32'34" WEST 21.10 FEET TO SAID EAST LINE; THENCE NORTH 00°01'33" WEST ALONG SAID EAST LINE

28.66 FEET; THENCE NORTH 53°29'28" EAST 21.10 FEET; THENCE NORTH 89°58'27" EAST 192.01 FEET; THENCE SOUTH 00°01'33" EAST 324.43 FEET; THENCE NORTH 89°57'00" EAST 49.57 FEET; THENCE NORTH 00°03'00" WEST 110.03 FEET; THENCE SOUTH 89°52'28" EAST 20.00 FEET; THENCE SOUTH 00°03'00" EAST 129.97 FEET; THENCE SOUTH 89°57'00" WEST 69.58 FEET; THENCE SOUTH 00°01'33" EAST 117.31 FEET TO THE RIGHT OF WAY LINE OF 3900 SOUTH STREET; THENCE SOUTH 89°44'50" WEST ALONG SAID NORTH LINE 20.00 FEET TO THE POINT OF BEGINNING.

Tax Parcel No. 15-36-427-021-0000



**East Parcel**

**PARCEL 1:**

COMMENCING SOUTH 89°30' WEST 267.785 FEET FROM THE SOUTHEAST CORNER LOT 2, BLOCK 16, 10 ACRE PLAT "A" BIG FIELD SURVEY; THENCE SOUTH 89°30' WEST 73.685 FEET; THENCE NORTH 295.6 FEET; THENCE NORTH 89°30' EAST 73.685 FEET; THENCE SOUTH 295.6 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

COMMENCING 194.1 FEET WEST FROM THE SOUTHEAST CORNER OF LOT 2, BLOCK 16, TEN ACRE PLAT "A", BIG FIELD SURVEY AND RUNNING THENCE SOUTH 89°30' WEST 73.685 FEET; THENCE NORTH 295.6 FEET; THENCE NORTH 89°30' EAST 73.685 FEET; THENCE SOUTH 295.6 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NO. 15-36-427-029-0000

## Exhibit B

### RECIPROCAL EASEMENT

A Reciprocal Easement located in a portion of the Southeast Quarter of Section 16, Township 1 South, Range 1 West, Salt Lake Base and Meridian, also being in Block 16, 10 Acre Plat "A", Big Field Survey, being further described as follows:

Beginning at a point being South 89°44'50" West 212.40 feet and North 33.00 feet from the Brass Cap Monument at the intersection of 3900 South and Main street (Basis of Bearings being South 89°44'50" West between Monuments at the intersection of 3900 South with West Temple and Main streets);

Thence South 89°44'50" West 24.16 feet;  
Thence North 0°05'52" West 28.28 feet;  
Thence North 0°30'23" East 92.83 feet;  
Thence North 0°06'01" East 81.95 feet;  
Thence North 0°20'08" West 33.14 feet;  
Thence North 45°00'00" West 14.48 feet;  
Thence South 89°21'48" West 178.67 feet;  
Thence South 48°29'22" West 42.32 feet;  
Thence South 0°05'32" West 89.78 feet;  
Thence South 0°21'46" West 14.28 feet;  
Thence South 89°44'50" West 29.71 feet;  
Thence North 5°20'13" East 15.97 feet;  
Thence North 45°00'00" East 6.33 feet;  
Thence North 0°05'32" East 97.50 feet;  
Thence North 11°04'57" East 114.44 feet;  
Thence North 48°29'22" East 59.39 feet;  
Thence North 89°21'48" East 197.71 feet;  
Thence South 45°00'00" East 34.43 feet;  
Thence South 0°20'08" East 43.09 feet;  
Thence South 0°06'01" West 55.45 feet;  
Thence South 45°00'00" West 2.83 feet;  
Thence South 0°06'01" West 10.63 feet;  
Thence South 45°00'00" East 2.82 feet;  
Thence South 0°06'01" West 12.04 feet;  
Thence South 0°30'23" West 92.92 feet;  
Thence South 0°26'09" East 27.96 feet to the Point of Beginning.

Containing 0.404 Acres or 17,599 square feet, more or less.

Exhibit C

(Visual Depiction  
of Reciprocal Easement)

