

WHEN RECORDED MAIL TO:

Read R. Hellewell
Kirton & McConkie
60 East South Temple, Suite 1800
Salt Lake City, UT 84111

7983531
08/23/2001 04:27 PM 18.00
Book - 8492 Pg - 5511-5515
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: RDJ, DEPUTY - WI 5 P.

798 3531

DECLARATION OF RECIPROCAL ACCESS EASEMENT

THIS DECLARATION OF RECIPROCAL ACCESS EASEMENT is made as of July 23rd 2001, by OVERLOOK AT UNION PARK, L.C., a Utah limited liability company ("Overlook"), and PATRICIA DIANE DORCICH AS TRUSTEE OF THE PATRICIA DIANE DORCICH 1995 TRUST dated November 16, 1995 (the "Trust") (collectively "Declarants") in contemplation of the following facts and circumstances:

A. Declarants are the owners of all that certain real property located in the city of Sandy, county of Salt Lake, State of Utah, (the "Property") which is described as:

Lot 3, OVERLOOK AT UNION POINT, according to the official plat thereof, filed in Book 96-10P of Plats at Page 336 of the Official Records of the Salt Lake County Recorder.

For Reference Purposes only: Tax Parcel/Serial No. 22-29-427-005

B. Declarants have caused to be filed with the city of Sandy (the "City") an amendment to the subdivision map for the Property which divides the Property into to separate legal parcels known as Lot 3A and Lot 3B (each herein a "Lot," or collectively the "Lots").

C. Declarants desire to establish a common easement for ingress and egress to and form the Lots and a general plan for the continued use and maintenance of the easement herein created, notwithstanding any sale, transfer or other division of the fee ownership of the Property that may hereafter occur.

NOW, THEREFORE, Declarants hereby declare as follows:

1. Creation of Easement. Declarants hereby declare, covenant and grant for the benefit themselves and each of the Lots and every portion thereof, and all "Owners" (as hereinafter defined), and all lessees, licensees, representatives, agents, employees, guests, users or invitees thereof (the "Users"), a non-exclusive easement and right of vehicular and pedestrian ingress and egress over the "Driveway Parcel" which is described as follow:

LTC# 26712

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A parcel of real property being fourteen (14.0) feet wide on the northwesterly side and ten (10.0) feet on the southeasterly side of the portion of the lot line between Lots 3A and 3B of Overlook at Union Point Lot 3 Amended, a subdivision, described as follows:

BEGINNING at a point on the centerline of a North-South cross access road, said point being East 1,123.850 feet and South 56.218 feet and Southeasterly along the arc of a 1,001.690 foot radius curve to the left (center bears South 76°21'57" East) through a central angle of 47°40'43" a distance of 833.55 feet and North 55°57'21" East 50.00 feet from the center of Section 29, Township 2 South, Range 1 East, Salt Lake Base Meridian; and running thence North 55°57'21" East 15.00 feet; thence North 40°00'00" East 181.81 feet.

As used herein, "Owners" shall mean each and every fee owner of the Property or any portion thereof or interest therein from time to time, and any successors, heirs or assigns thereof, as to each during the term of its ownership.

2. Use. The easement herein granted shall be used for ingress and egress of pedestrian and vehicular traffic, including deliveries and service vehicles, for the Owners and Users authorized by each respective Owner. Each Owner shall make reasonable efforts to assure that its Users do not park in the Driveway Parcel. Either Owner may, without notice to the other, remove any vehicles parked in its portion of the Driveway Parcel. Neither Owner shall increase its use of the Driveway Parcel beyond the use reasonably necessary for ingress and egress to its respective Lot as same may be developed in accordance with the zoning laws in existence as of the date hereof.

3. Repair and Maintenance. Each Owner shall, at its sole cost and expenses, maintain and keep the improvements located upon its portion of the Driveway Parcel in good repair and in a clean, neat and orderly condition, including, without limitation, debris and snow removal and periodic resurfacing, in a manner consistent with that observed by owners of first-class shopping centers in Salt Lake County. Any maintenance work shall be done in such a manner set as to minimize interference with the use of the Driveway Parcel by the Users of both parties. If either Owner fails to discharge its obligation to maintain its portion of the Driveway Parcel, the other Owner may give written notice of the failure and the work required to correct it. If the Owner receiving such notice fails to perform any work reasonably described therein within (20) days of such notice, the Owner giving the notice may enter onto that portion of the Easement Parcel owned by the other Owner and perform the work, and may thereafter recover the costs thereof, plus an administrative fee of ten percent (10%) of such costs, from the Owner whose failure to discharge its obligations led to such action.

4. Mutuality, Reciprocity: Runs with Land. The easements and agreements contained herein (i) are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the Property, (ii) shall create reciprocal rights and obligations between the respective Owners of both Lots and their respective heirs, successors and assigns; and (iii) shall, as to the Owner of each Lot, and such Owner's heirs, successors and assigns, burden and encumber such each respective Lot and

all portions thereof and (iii) operate as covenants running with the land for the benefit of the other Lot.

5. Waiver. No waiver by any Owner of a breach of any of the obligations or covenants set forth herein and no delay or failure to enforce any of such obligations or covenants shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other of such obligation or covenant. The consent or approval by an Owner to or of any act by an Owner requiring the other Owner's consent or approval shall not be deemed to waive or render unnecessary such Owner's consent or approval to or of any subsequent similar acts by such Owner.

6. Costs of Enforcement. If any legal or equitable action or proceeding is instituted to enforce any provision of this Declaration, the party prevailing in such action shall be entitled to recover from the losing party all of its costs, including court costs and reasonable attorneys' fees.

7. Term. This Declaration, every provision hereof and every covenant, condition, restriction and easement contained herein, shall continue in full force and effect for a period commencing on the date of recording of this instrument and expiring fifty (50) years thereafter. This Declaration shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by all Owners of each Lot is duly recorded at least one (1) year prior to the end of any such period for the purpose of terminating this Declaration in whole or in part or with respect to the application hereof to any one or more Lots existing at that time.

8. Termination or Modification. This Declaration, or any provision hereof, may be terminated, extended, modified or amended as to all or any portion of the Property, but only with the written consent of the Owners of both Lot 3A and Lot 3B. No termination, extension, modification or amendment of this Declaration shall be effective until a proper instrument duly executed and acknowledged has been recorded in the Official Records of Salt Lake County, Utah.

9. Constructive Notice and Acceptance. To the maximum extent permitted by law, every Owner who now or hereafter owns or acquires any right, title or interest in or to any portion of said Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction and easement contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said Property.

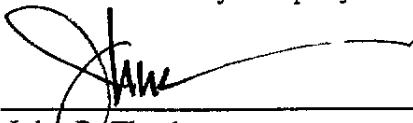
10. Captions. The paragraph headings or captions used herein are for convenience only and are not a part of this instrument and do not in any way limit, define or amplify the scope or intent of the terms any provisions hereof.

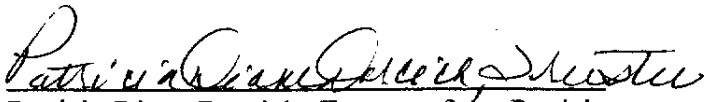
11. Invalidity of Provision. If any provision of this instrument as applied to any Owner or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this instrument, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the instrument as a whole.

12. **Governing Law.** This Declaration and the terms hereof shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first above written.

Overlook: OVERLOOK AT UNION PARK, L.C.,
a Utah limited liability company

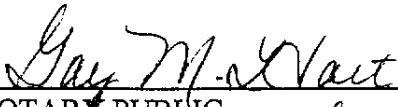
By: 
John R. Thackeray
Its: Manager

Trust: 
Patricia Diane Dorcich, Trustee of the Patricia
Diane Dorcich 1995 Trust

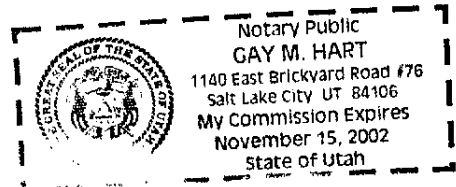
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 10th day of July, 2001, by John R. Thackeray as manager of Overlook at Union Park, L.C., a Utah limited liability company.

My Commission Expires:
11-15-02


NOTARY PUBLIC
Residing in: Salt Lake County

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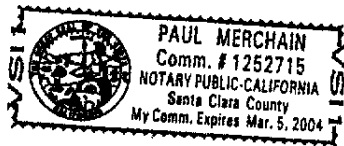


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STATE OF CALIFORNIA)
 : SS.
 COUNTY OF SANTA CLARA

P.M. AUG. 4, 2001
 On ~~July~~ 4, ~~2000~~ before me, a Notary Public in and for said state, personally appeared PATRICIA DIANE DORCICH, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledge to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which such persons acted, executed the instrument.

WITNESS my hand and official seal.



Paul Merchain

Notary Public in and for
said County and State

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