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Book - 9930 Pg - 2431-2441
Gary W. Ott
Recorder, Salt Lake County, UT
GT TITLE SERVICES SLC
BY: eCASH, DEPUTY - EF 11 P.

When Recorded Mail To:
GT Title Services
512 E. 4500 S., Ste 150
Salt Lake City, UT 84107

Affects Parcel Numbers: 15-01-132-133; 15-01-129-029; 15-01-129-031; 15-01-129-035

AGREEMENT FOR RECIPROCAL EASEMENT

This Agreement is entered into on this 9 day of June, 2011, by and among WESTGATE LOFTS, INC., a Utah Corporation, with an address of 180 South 300 West #120, Salt Lake City, UT 84101 ("Westgate"), and WEST SIDE PROPERTY ASSOCIATES, LP, a Utah Limited Partnership, with an address of 180 South 300 West #120, Salt Lake City, UT 84101 ("WSPA"), and BIGGER D INVESTMENTS, LLC, a Utah Limited Liability Company with an address of 1893 E. Skyline Dr. #203 South Ogden, UT 84403 ("Bigger D") (collectively referred to herein as the "Parties").

RECITALS

A. Whereas, Westgate owns that certain real property located in Salt Lake County, State of Utah, and described in Exhibit "A"; and WSPA owns that certain real property located in Salt Lake County, State of Utah, and described in Exhibit "B"; and Bigger D and owns or will own that certain real property located in Salt Lake County, State of Utah, and described in Exhibit "C" (collectively referred to herein as the "Properties"); and

B. Whereas the above-referenced parcels of real property are contiguous parcels and the owners thereof desire to enter into an agreement to ensure both vehicle and pedestrian access for ingress and egress to and from 300 West Street, and to and from 200 South Street; and

C. Whereas, there is electrical utility infrastructure located on the Properties that services one or more of the Properties and the Parties hereto desire to enter into an agreement to ensure access to and maintenance of such infrastructure;

Now, Therefore, in consideration of the mutual benefits derived from this Agreement and for other good and valuable consideration as acknowledged by the Parties hereto, Westgate, WSPA, and Bigger D hereby agree as follows:

AGREEMENT

1. Reciprocal Grant of Easements:

a. Ingress and Egress; The Parties hereby grant to one another a non-exclusive easement within the area described in Exhibit "D" for vehicle and pedestrian access to and from their

respective properties. This easement includes access to and from 300 West Street and to and from 200 South Street and is shown for reference purposes on the map attached hereto as Exhibit "E." Said easement shall commence upon the execution of this Agreement and continue until terminated in writing by all Parties. The Parties' use of the easement is non-exclusive; however, no third-party rights are created hereby.

b. Access to Electrical Utility Infrastructure: Located within the easement described in Exhibit D are certain electrical transformers, conduits and other electrical infrastructure that provide electrical power to the existing buildings. The Parties hereby agree to allow each other access to such infrastructure as may be necessary for the maintenance of the existing infrastructure in order to ensure provision of electrical utility service. This grant of easement is exclusive to the party or parties who benefit directly from the electrical utility provided by existing infrastructure and is in no way intended to give third-party rights or allow for the expansion or modification of existing electrical infrastructure, except that modifications can be made to the extent necessary to allow for the separate electrical metering of each property. The Parties hereto acknowledge that there are easements already in place in favor of utility providers and that their easements and ownership rights may supersede and/or nullify any rights established by this Agreement.

2. Permitted Use: The Ingress and Egress easement granted herein is intended for vehicle and pedestrian access for the commercial or residential purposes of the owners of the Properties and their tenants and/or lessees. Such uses shall be made in a manner that will not unreasonably interfere with the use of the respective properties. This Agreement is not intended to create any new rights for parking within the described easement.

3. Maintenance of Properties: The Parties, their tenants, lessees, or assigns shall be solely responsible for the care and maintenance of their respective properties and any improvements located thereon at each party's sole cost and expense.

4. Payment of Property Taxes: Each party shall bear all cost and liability associated with all real estate taxes or other assessments levied upon the property belonging to it.

5. No Joint Venture; Merger: The provisions of this Agreement are not intended to create a joint venture, partnership or any similar relationship between the parties. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof.

6. Successors and Assigns: The provisions of this Agreement shall be binding upon and shall inure to the benefit and burden of the successors and assigns of each party.

7. Recordation; Choice of Law: This Agreement shall be recorded in the records of the Salt Lake County Recorder. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

8. Authority of Signatory: Each person executing this Agreement represents that he is duly authorized to execute it on behalf of the party for which he is signing, and that he has the authority to bind said party to the terms of this Agreement.

IN WITNESS WHEREOF, Westgate, WSPA, and Bigger D hereby enter into this Agreement effective as of the date first indicated above.

WESTGATE LOFTS, INC.

WEST SIDE PROPERTY ASSOCIATES, LP
By: National Property Management, LC
Its: General Partner

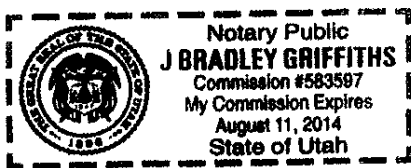
Richard F. Gordon *Richard F. Gordon*
By: Richard F. Gordon; Its: President By: Richard F. Gordon; Its: Manager

BIGGER D INVESTMENTS, LLC

By: David Utrilla
Its:

STATE OF UTAH)
COUNTY OF *San Juan*) :SS

The foregoing instrument was acknowledged before me this *9th* day of June, 2011, by **Richard F. Gordon**, acting in his capacity as **President and duly authorized agent of and for Westgate Lofts, Inc.**



J Bradley Griffiths


NOTARY PUBLIC

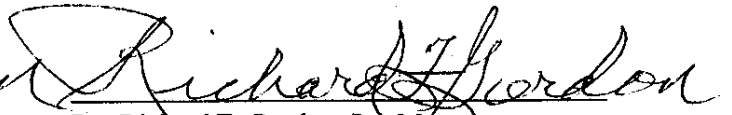
8. Authority of Signatory: Each person executing this Agreement represents that he is duly authorized to execute it on behalf of the party for which he is signing, and that he has the authority to bind said party to the terms of this Agreement.

IN WITNESS WHEREOF, Westgate, WSPA, and Bigger D hereby enter into this Agreement effective as of the date first indicated above.

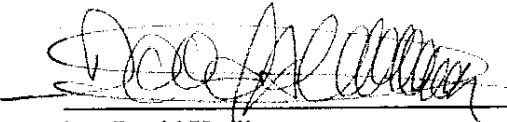
WESTGATE LOFTS, INC.

WEST SIDE PROPERTY ASSOCIATES, LP
By: National Property Management, LC
Its: General Partner


By: Richard F. Gordon; Its: President

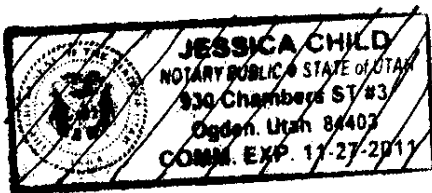

By: Richard F. Gordon; Its: Manager

BIGGER D INVESTMENTS, LLC


By: David Utrilla
Its:

STATE OF UTAH)
) :SS
COUNTY OF _____)

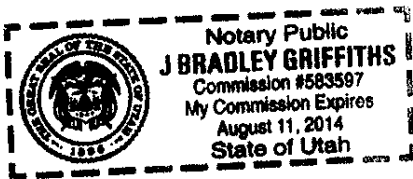
The foregoing instrument was acknowledged before me this ____ day of June, 2011, by Richard F. Gordon, acting in his capacity as President and duly authorized agent of and for Westgate Lofts, Inc.

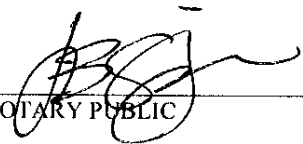



NOTARY PUBLIC

STATE OF UTAH)
COUNTY OF Salt Lake) :SS

The foregoing instrument was acknowledged before me this 26 day of June, 2011, by **Richard F. Gordon**, acting in his capacity as the **Manager and duly authorized agent of and for National Property Management, LC**, which is the **General Partner of West Side Property Associates, LP**.

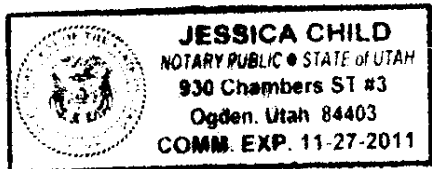




NOTARY PUBLIC

STATE OF UTAH)
COUNTY OF Weber) :SS

The foregoing instrument was acknowledged before me this 9 day of June, 2011, by David Utrilla, acting in his capacity as the MANAGER and duly authorized agent of and for **Bigger D Investments, LLC**.





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Exhibit "A"
Legal Description of Westgate Lots, Inc. Property

BEGINNING AT A POINT SOUTH 89°58'33" WEST 165.08 FEET FROM THE SOUTHEAST CORNER OF BLOCK 66, PLAT "A", SALT LAKE CITY SURVEY; THENCE SOUTH 89°58'33" WEST 218.32 FEET; THENCE NORTH 00°01'33" WEST 200.04 FEET; THENCE NORTH 89°58'27" EAST 218.22 FEET; THENCE SOUTH 00°03'22" EAST 200.05 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING BUILDINGS 328 AND 342; ALSO LESS AND EXCEPTING THE FOLLOWING (CONSISTING OF BUILDING 320 AND ADJACENT ALLEY WAY TO THE NORTH):

BEGINNING AT A POINT SOUTH 89°58'33" WEST 165.08 FEET FROM THE SOUTHEAST CORNER OF BLOCK 66, PLAT "A", SALT LAKE CITY SURVEY; THENCE SOUTH 89°58'33" WEST 49.54 FEET; THENCE NORTH 00°13'40" EAST 200.05 FEET; THENCE NORTH 89°58'25" EAST 48.55 FEET; THENCE SOUTH 00°03'22" EAST 200.05 FEET TO THE POINT OF BEGINNING.

(For reference purposes, Tax ID No.: 15-01-132-133)

Exhibit "B"
Legal Description of West Side Property Associates, LP Property

(Buildings 312, 316 and East Parking Lot)

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 66, PLAT "A", SALT LAKE CITY SURVEY, THENCE SOUTH 89°58'33" WEST 165.08 FEET; THENCE NORTH 00°03'22" WEST 200.05 FEET; THENCE NORTH 89°58'27" EAST 165.08 FEET; THENCE SOUTH 00°03'19" EAST 200.06 FEET TO THE POINT OF BEGINNING.

(For Reference Purposes Only Tax ID No.: 15-01-129-031)

(West Parking Lot)

BEGINNING AT A POINT SOUTH 89°58'33" WEST 383.4 FEET FROM THE SOUTHEAST CORNER OF BLOCK 66, PLAT "A", SALT LAKE CITY SURVEY; THENCE SOUTH 89°58'33" WEST 176.93 FEET; THENCE NORTH 00°03'31" WEST 178.4 FEET; THENCE NORTH 89°58'27" EAST 165.14 FEET; THENCE NORTH 00°03'25" WEST 21.64 FEET; THENCE NORTH 89°58'27" EAST 11.9 FEET; THENCE SOUTH 00° 01'33" EAST 200.04 FEET TO THE POINT OF BEGINNING.

(For Reference Purposes Only, Tax ID No.: 15-01-129-029)

Exhibit "C"
Legal Description of Bigger D Investments, LLC Property

BEGINNING AT A POINT SOUTH 89°58'33" WEST 165.08 FEET FROM THE SOUTHEAST CORNER OF BLOCK 66, PLAT "A", SALT LAKE CITY SURVEY; THENCE SOUTH 89°58'33" WEST 49.54 FEET; THENCE NORTH 00°13'40" EAST 200.05 FEET; THENCE NORTH 89°58'25"EAST 48.55 FEET; THENCE SOUTH 00°03'22" EAST 200.05 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE FOLLOWING EASEMENTS:

AN EASEMENT FOR THE PEDESTRIAN ACCESS RAMP SERVICING THE WESTGATE LOFTS CONDOMINIUMS, BUILDING 328, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT SOUTH 00°03'19" EAST ALONG THE EAST LINE OF LOT 1, BLOCK 66, PLAT "A", SALT LAKE CITY SURVEY 147.63 FEET AND SOUTH 89°58'27" WEST 180.24 FEET FROM THE NORTHEAST CORNER OF SAID LOT 1, AND RUNNING THENCE SOUTH 00°00'56" EAST 17.54 FEET; THENCE WEST 33.55 FEET; THENCE NORTH 00°13'40" EAST 17.53 FEET; THENCE NORTH 89°58'27" EAST 33.47 FEET TO THE POINT OF BEGINNING.

A 10 FOOT WIDE EASEMENT ALONG THE WEST SIDE OF THE EXISTING BUILDING TO PREVENT OBSTRUCTION OF THE WINDOWS AND BALCONIES OF WESTGATE LOFTS CONDOMINIUM BUILDING 328 ON THE WEST AND TO RESTRICT NEW CONSTRUCTION WITHIN 10 LATERAL FEET OF SAID WINDOWS AND BALCONIES.

(For Reference Purposes Only Tax ID No.: 15-01-129-035)

Exhibit "D"
Legal Description of Access Easement

BEGINNING AT A POINT ON THE EAST LINE OF LOT 1, BLOCK 66, PLAT "A", SALT LAKE CITY, SAID POINT BEING SOUTH 00°03'19" EAST ALONG SAID EAST LINE 130.07 FEET FROM THE NORTHEAST CORNER OF SAID LOT 1, AND RUNNING THENCE SOUTH 89°58'27" WEST 395.21 FEET; THENCE SOUTH 21.64 FEET; THENCE WEST 10.69 FEET; THENCE SOUTH 00°01'33" EAST 178.40 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89°59'26" EAST ALONG SAID SOUTH LINE 22.61 FEET TO THE SOUTHWEST CORNER OF THE WESTGATE LOFTS CONDOMINIUMS, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 00°01'33" WEST ALONG THE WEST LINE OF SAID CONDOMINIUM 165.26 FEET; THENCE NORTH 89°58'27" EAST 383.32 FEET TO A POINT ON SAID EAST LINE; THENCE NORTH 00°03'19" WEST ALONG SAID EAST LINE 34.78 FEET TO THE POINT OF BEGINNING.

Exhibit "E"
Map of Access Easement

Exhibit E

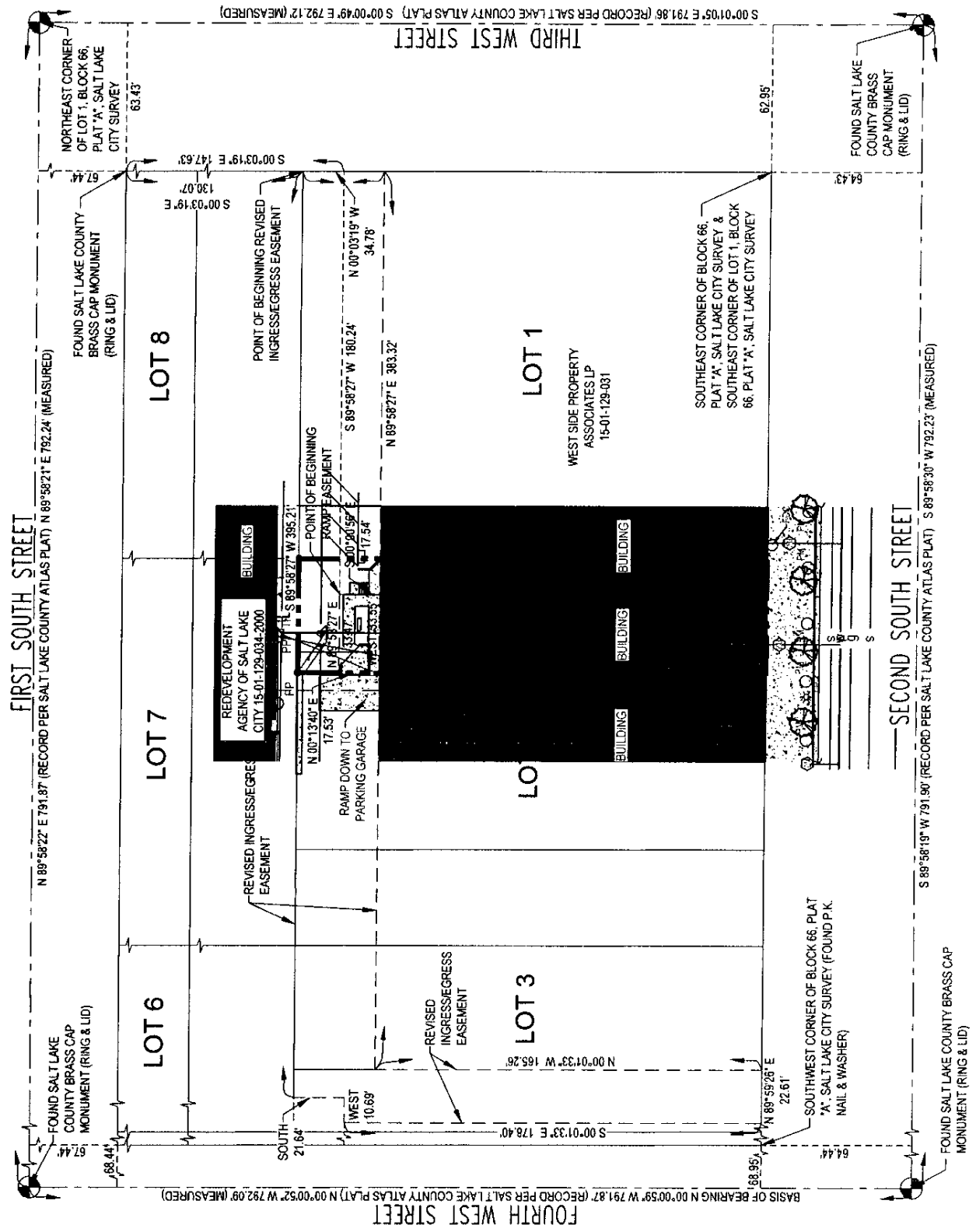
MCNEIL ENGINEERING STRUCTURAL, L.C. MCNEIL ENGINEERING - CIVIL, L.C. MCNEIL ENGINEERING - SURVEYING, L.C.



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WESTGATE LOFTS INC. PARCEL
BIGGER D INVESTMENTS
320 WEST 200 SOUTH, SALT LAKE CITY, UTAH
LOCATED IN THE NW 1/4 SEC 1, T1 S, R1 W, S.L.B. & M.

PROJECT NO: 11237
CHECKED BY: 11237EX
DRAWN BY: KSL
DATE: 6-8-11
1 OF 1



MCNEIL ENGINEERING - SURVEYING, L.C. MCNEIL ENGINEERING - CIVIL, L.C. MCNEIL ENGINEERING STRUCTURAL, L.C. MCNEIL ENGINEERING - ST. GEORGE, L.C.