

When recorded, return to:  
Earl Jay Peck  
NIELSEN & SENIOR  
1100 Eagle Gate Office Tower  
Salt Lake City, Utah 84111

**RETURNED**

**DEC - 8 1999**

E 1562878 B 2590 P 822  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
1999 DEC 8 11:36 AM FEE 13.00 DEP SW  
REC'D FOR KAYSVILLE CITY CORP

## RECIPROCAL EASEMENT AGREEMENT

Boro Street, LC, a Utah Limited Liability Company owner of all of the real estate affected hereby in order to clarify access and usage rights over the existing driveway and parking area hereby grants and reserves to itself, its successors and assigns the following:

A perpetual right of way for access and parking purposes, more particularly described as follows:

Boro Street, L. C. is the fee-title owner of certain parcels of real property situated in Davis County, Utah, more particularly described as follows

All of lots 36 and 38 of Marketboro Amended Plat as recorded in the office  
of the Davis County Recorder 11-395-0036 + 0038

Boro Street, L. C. wishes to create, grant, receive and reserve a reciprocal easement over and across the two separate parcels of land owned by Boro Street, L. C.

THEREFORE, in consideration of the covenants contained in this Reciprocal Easement Agreement and other good and valuable consideration the receipt of which is acknowledged, the following grants, agreements, covenants and restrictions are made:

### RECIPROCAL EASEMENT FOR INGRESS, EGRESS AND PARKING

Boro Street, L. C. hereby creates, grants receives and reserves to itself, its successors and assigns, tenants and invitees a mutual, reciprocal and non exclusive easement, license, right and privilege of passage and use, for both pedestrian and vehicular traffic, including but not limited to, the parking of vehicles in designated parking areas, and for ingress and egress over and across said Lot 36 for the benefit of said Lot 38. Such rights of parking referred to in this Easement are limited to the extent that it is understood and agreed that the most convenient parking facilities may be maintained for the designated use of customers and other business invitees only.

Boro Street, L. C. hereby creates, grants, receives and reserves to itself, its successors and assigns, tenants and invitees a mutual, reciprocal and non exclusive easement, license, right and privilege of passage and use, for both pedestrian and vehicular traffic, including but not limited to, the parking of vehicles in designated parking areas, and for ingress and egress over and across said Lot 38 for the benefit of said Lot 36. Such rights of parking referred to in this Easement are limited

to the extent that it is understood and agreed that the most convenient parking facilities be maintained for use of customers and other business invitees only.

**COVENANTS RUNNING WITH LAND**

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The rights and obligations contained in this Agreement shall run with the land, benefitting and burdening the two separate parcels and shall inure to and be for the benefit of, and shall be binding on Boro Street, L.C. and its successors and assigns, and the tenants, sub-tenants, licensees, customers and business invitees of such persons

**IN WITNESS WHEREOF**, the parties have executed this Reciprocal Easement Agreement as of the day and year first above written

Boro Street LC  
A Utah Limited Liability Company

By *[Signature]*

Its Manager

STATE OF UTAH            )  
  ) ss  
COUNTY OF DAVIS        )

The foregoing instrument was acknowledged before me this 12 day of November, 1999, by Daniel A Griesemer, the Manager of Boro Street, LC, who represented that he executed it pursuant to valid authority.

My Commission Expires:  
3-12-2003

*[Signature]*  
Notary Public  
Residing at Kaysville, Utah

