

When Recorded Return to:

Trammell Crow Company

5200 Highland Drive - Suite 306

Salt Lake City, Utah 84117

3717221

ACCESS AND CONSTRUCTION
AGREEMENT

This Agreement is entered into as of the 31st day of August, 1982, by and between Crow-Creekside, a Utah partnership ("Crow" herein), C. Jesse Peck and Marilyn Peck, both individuals residing in Salt Lake County, Utah ("Pecks" herein), and Tracy-Collins Bank & Trust, a Utah banking corporation ("Bank" herein).

RECITALS:

WHEREAS, Crow is the owner of that certain parcel of real property located in Salt Lake County, Utah, and more particularly described in Exhibit "A" attached hereto and incorporated herein and outlined in red on Exhibit "B" attached hereto and incorporated herein, and the Pecks are the owners of that certain adjacent parcel of real property more particularly described in Exhibit "C", the relevant portion of which is outlined in yellow on Exhibit "B", and Bank is the lessee of a portion of the Peck's property, and;

WHEREAS, the parties have previously entered into that certain "Reciprocal Grant of Easements" agreement dated January 20, 1982, by which Crow and the Pecks granted each other easements for ingress, egress, and parking on their respective parcels of real property as set forth above, which easements were consented to by the Bank as lessee of a portion of the Peck's property, and;

WHEREAS, the parties desire to designate a specific and permanent place on their common property line where their respective easements for ingress and egress shall be exercised, and;

WHEREAS, the parties desire to cooperate in the construction of, and share the cost of, certain improvements to be used in conjunction with the easements described above and more particularly set forth in their "Reciprocal Grant of Easements" agreement dated January 20, 1982, and to participate in the construction of a shared entrance off Highland Drive.

NOW THEREFORE, in consideration of the foregoing, and of the covenants and agreements set forth herein, the parties do hereby agree as follows:

1. The reciprocal easements for ingress and egress granted by Crow to the Pecks, and by the Pecks to Crow, shall be exercised solely and permanently at that certain access line located on their common property line ("Access Line" herein), which line shall be a permanent driveway, with curb and gutter on both sides and providing access along the common property line for a distance of approximately eighty-five (85) feet from the northernmost point of their common property line, which Access Line is drawn in green on Exhibit "B".

2. The Access Line shall be permanent, shall not be obstructed by the parties hereto, and shall be maintained jointly by the parties hereto, or their successors and assigns, with each party performing all maintenance on the improvements on its or their side of the Access Line.

3. Crow and the Bank will share on an equal (50-50) basis the costs of certain improvements constructed on the real property, which improvements shall be the common entrance on Highland Drive, the driveway along the Access Line including any necessary alterations to slope and grade for the traffic island, acceleration lane, deceleration lane, turn lane, curb and gutter, removal of existing landscaping including necessary demolition and excavation, parking stalls, and curbing, and the necessary paving, striping, and directional arrows, patching and repairing along the property line, landscaping on both side of entrance, sidewalk

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matching, and one-half of permit fees paid to Salt Lake County, all as more particularly described on the plans and specifications attached hereto as Exhibit "D" and as outlined in blue on Exhibit "B", to a maximum amount of Five Thousand Two Hundred Twelve Dollars (\$ 5,212.00) each.

4. Pecks and Bank both agree to allow Crow and its associates, employees, agents, contractors and/or surveyors to enter upon any of their property, including but not limited to the property described on Exhibit "C" hereto, for all reasonable purposes, including without limitation for the purpose of surveying, inspecting, excavating and constructing as may be necessary for the purposes of this Agreement.

5. The Contractor hired to construct the improvements on the real property shall agree to construct the improvements in conformity with the plans and specifications set forth on Exhibit "D", but it is understood and agreed that Crow shall have no obligation whatsoever with respect to the construction or quality of the improvements, and Crow makes no warranty, either express or implied, with respect to the quality of the improvements to be constructed, and Pecks and Bank both agree to accept the improvements "as is".

6. It is understood and agreed that the rights, easements and restrictions herein granted shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the owner(s) of Parcels A and B, their respective successors and assigns.

7. The parties intend and agree that the Access Line and common entrance provided for herein are included within the scope of the respective easements for ingress and egress granted in that certain "Reciprocal Grant of Easements Agreement" dated January 20, 1982.

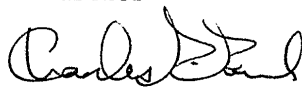
8. In the event a dispute arises as to the proper interpretation or application of any of the terms and provisions of this Agreement which the parties are unable to resolve after thirty (30) days, the parties agree to submit the matter in dispute to arbitration in accordance with the rules of the American Arbitration Association then in effect, and further agree that judgment on the arbitration award may be entered in any court of competent jurisdiction.

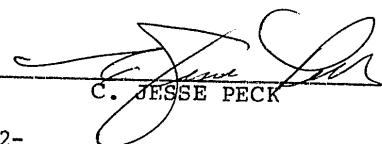
9. This Agreement is entered into under and shall be governed by the laws of the State of Utah.

10. The parties hereby agree to execute and deliver such additional documents and to take such further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

CROW CREEKSIDE

By: Crow-Barker-Paul #1, Ltd.
General Partner

By: 
Charles R. Paul
General Partner


C. JESSE PECK

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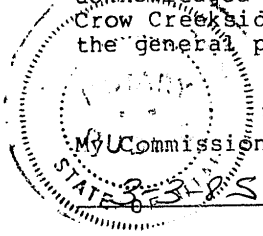
Marilyn D. Peck
MARILYN PECK

TRACY-COLLINS BANK & TRUST

By: John W. Cooper
(Its: Exec. V.P.)

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

On the 31st day of August, 1982, personally appeared before me, Charles R. Paul, who being first duly sworn, acknowledged to me that he executed the foregoing on behalf of Crow Creekside as the general partner of Crow-Barker-Paul #1 Ltd., the general partner of Crow Creekside.



My Commission Expires: _____

Sandra L. Aldrich
Notary Public
Residing at Salt Lake County, Utah

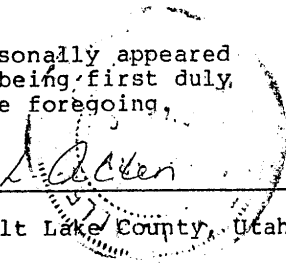
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 26th day of August, 1982, personally appeared before me, C. Jesse Peck and Marilyn Peck, who being first duly sworn, acknowledged to me that they executed the foregoing.

My Commission Expires: _____

1-26-86

Kathy L. Collier
Notary Public
Residing at Salt Lake County, Utah



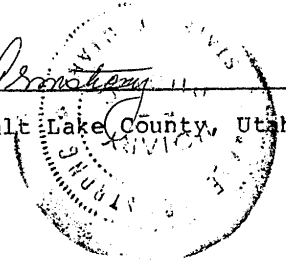
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 2nd day of Sept, 1982, personally appeared before me, John W. Cooper, who being by me duly sworn, says that he is the Exec. V.P. of Tracy Collins Bank, and that the said instrument was signed in behalf of said corporation by authority of its by-laws and said he acknowledged to me that said corporation executed the same.

My Commission Expires: _____

5-15-83

Jane Brinkley
Notary Public
Residing at Salt Lake County, Utah

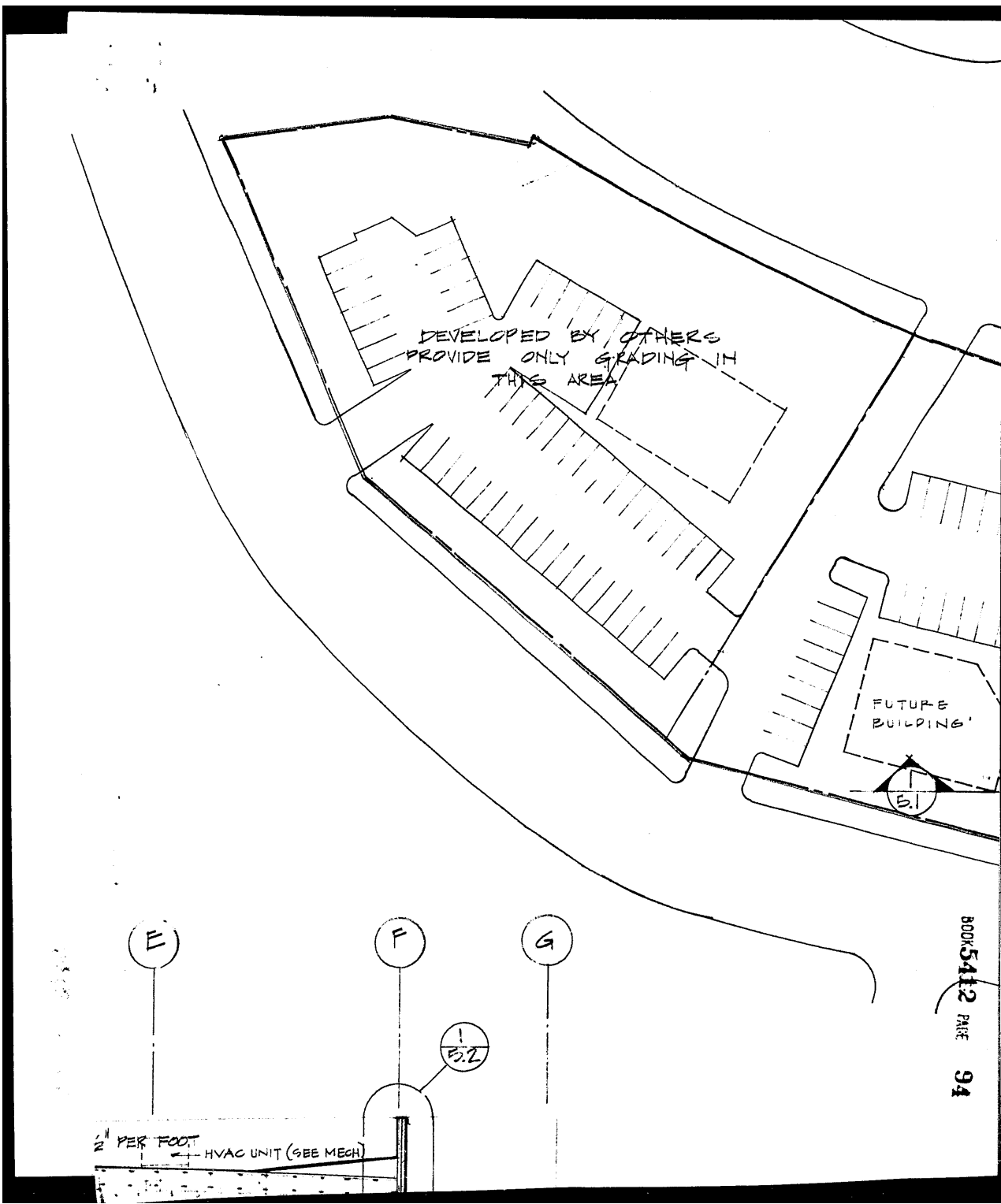


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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Part of the Northeast quarter of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian: beginning at a point which is South 993.38 feet and East 1081.50 feet from the North quarter corner of said Section 9 and running thence South $27^{\circ}26'20''$ West 164.99 feet; thence South $1^{\circ}00'20''$ West 178.78 feet; thence South $24^{\circ}29'40''$ East 354.61 feet; thence South $38^{\circ}43'40''$ East 508.40 feet; thence South $57^{\circ}55'40''$ East 122.20 feet; thence North $30^{\circ}17'$ East 175.59 feet; thence North $39^{\circ}48'$ West 380.84 feet to point of 1151.35 foot radius curve to the right thence Northwesterly along the arc of said curve 211.00 feet to point of 1014.93 foot radius compound curve to the right; thence Northwesterly along the arc of said curve 405.06 feet; thence South $79^{\circ}32'30''$ West 6.69 feet; thence North $28^{\circ}00'$ West 65.00 feet; thence North $46^{\circ}0'$ West 75.42 feet to the point of beginning.



DEVELOPED BY OTHERS
PROVIDE ONLY GRADING IN
THIS AREA

FUTURE
BUILDING

E.1

E

F

G

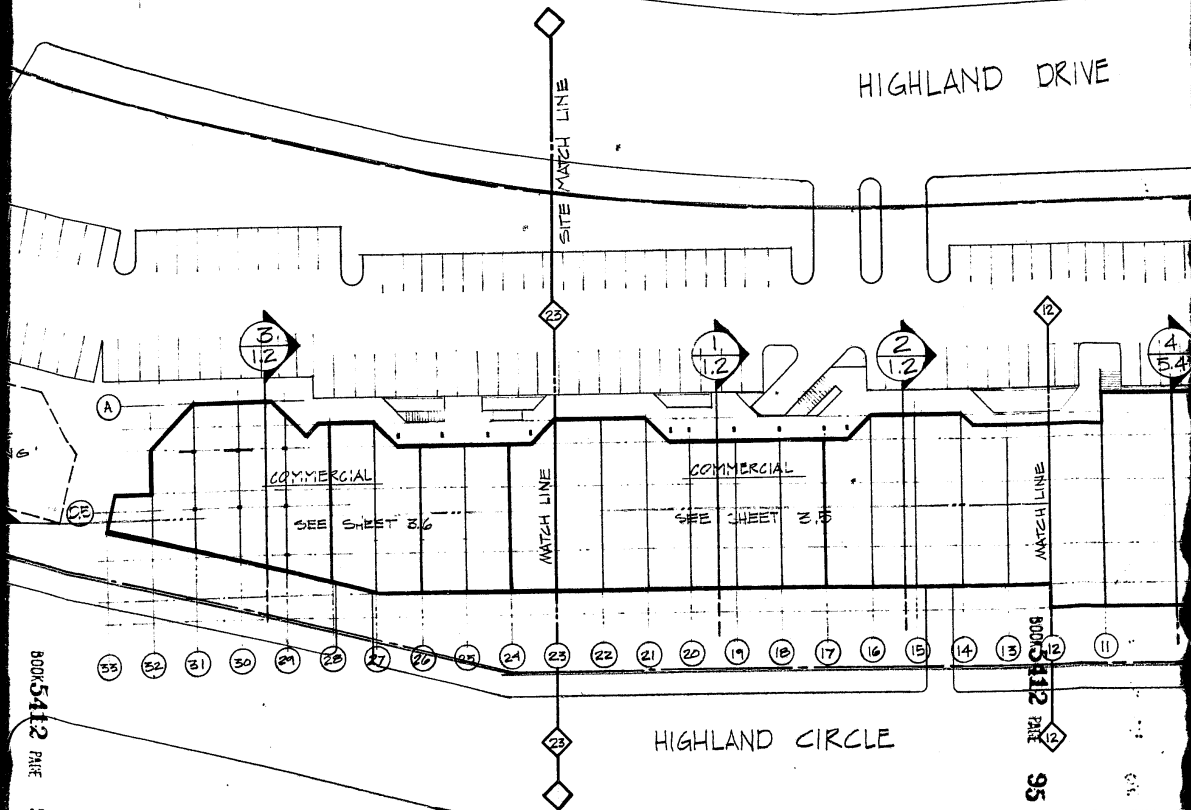
1
5.2

2" PER FOOT HVAC UNIT (SEE MECH)

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COTTONWOOD MALL

HIGHLAND DRIVE



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7 SITE PLAN
1" = 50'-0"

ND DRIVE

CENTERLINE OF COTTONWOOD MALL PARKING ENTRANCE

LIGHT STANDARD TO BE RELOCATED

LANDSCAPING

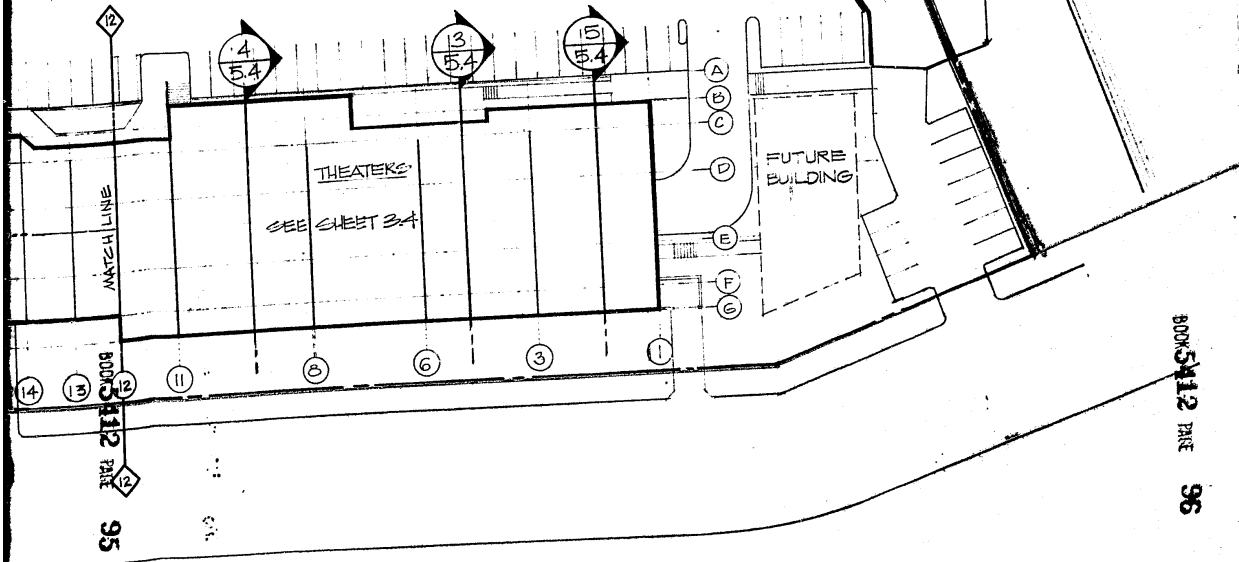
LANDSCAPING

EXISTING BUILDING

FUTURE BUILDING

THEATRE

SEE SHEET 34



All In-lieu-of-Fee, Utility, Easements, and
 any other encumbrances shall remain the Property
 of the City of San Francisco, and shall not be
 transferred to the Applicant by this Plan.
 City Engineer: [Signature]

ENR'S RECORD

NO.	DATE	REVISION

PLAN

Surveyor's Offset Line Data

S 19° 31' 10" E
 $\Delta = 9^{\circ} 57' 55"$
 $R = 1126.85'$
 $L = 195.99'$
 $LC = 195.74'$
 $\Delta/B = 1^{\circ} 14' 44"$
 $L = 24.50'$
 $LC = 24.50'$

Surveyor's Offset Line

Construct 4' Sidewalk 4" Thick
 $R = 1151.35'$

S 39° 47' 40" E

Highland Dr. Control → S 15° 17' 53" E
 S 15° 02' 22" E

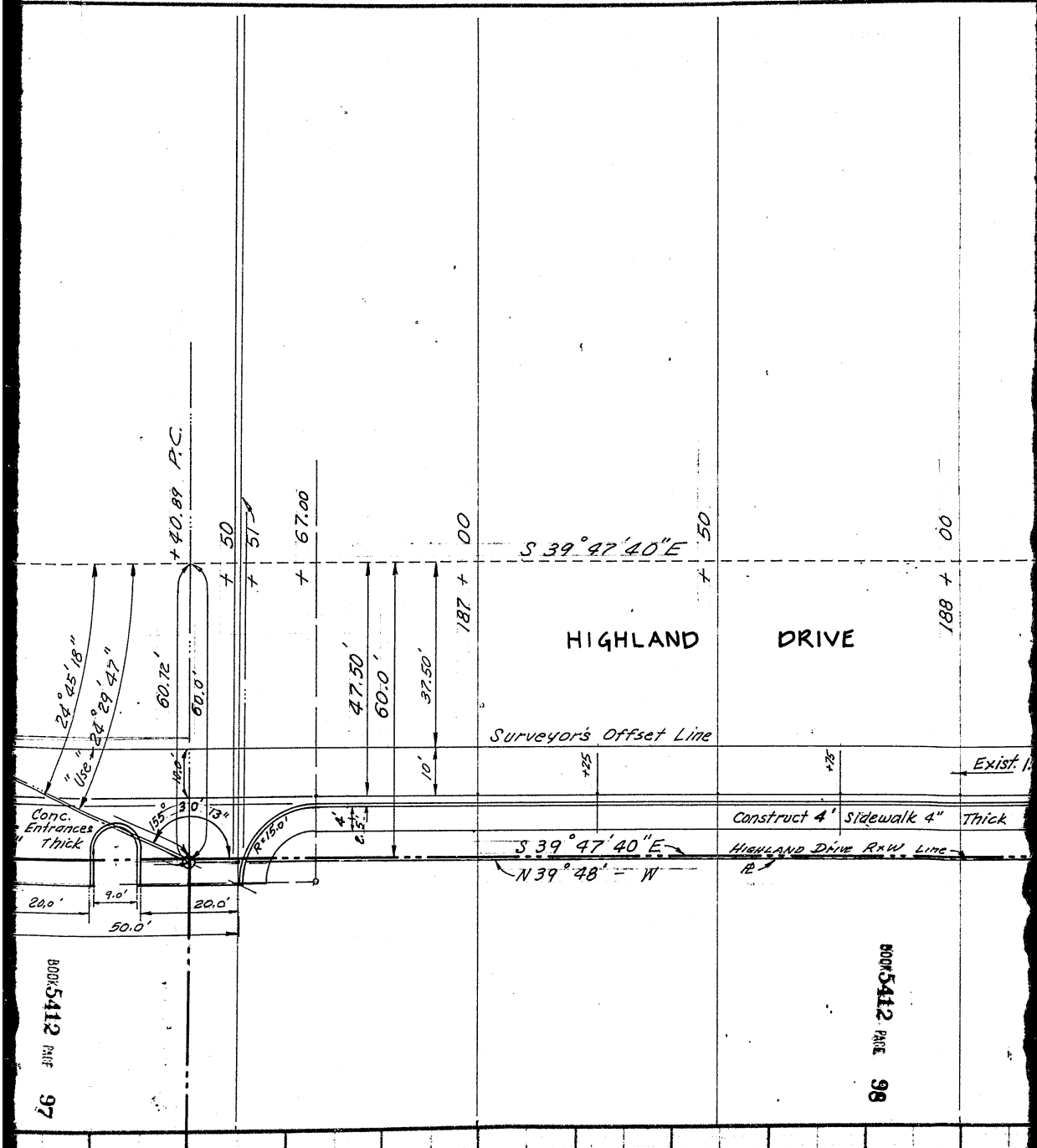
185 + 09.21
 185 + 86.00
 185 + 98.10

Exist. 1.0%

Note:
 Const. Conc. Drive Entrance
 7" Thick

200'

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DRIVE

Construct 4' Sidewalk 4" Thick
AND Drive R/W Line

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188 ± 00

± 50

188 ± 64.00

188 ± 84.72

189 ± 00

± 50

429.88 ± 189 ± 71.12

Exist. 1.0%

Lip R. = 160.0'

S33° 07' 30" E

87.09'

87.09'

Δ = 7°

100'

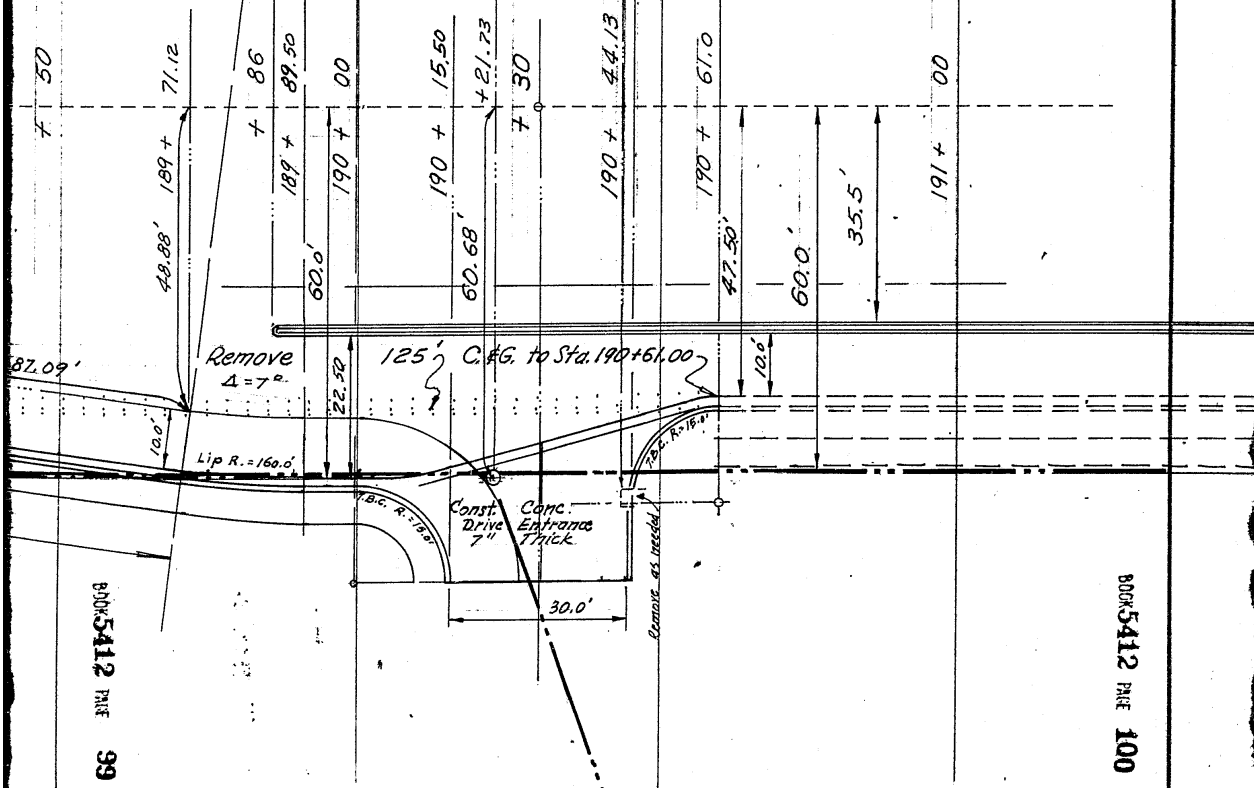
37.5'

38.77'

Exhibit D

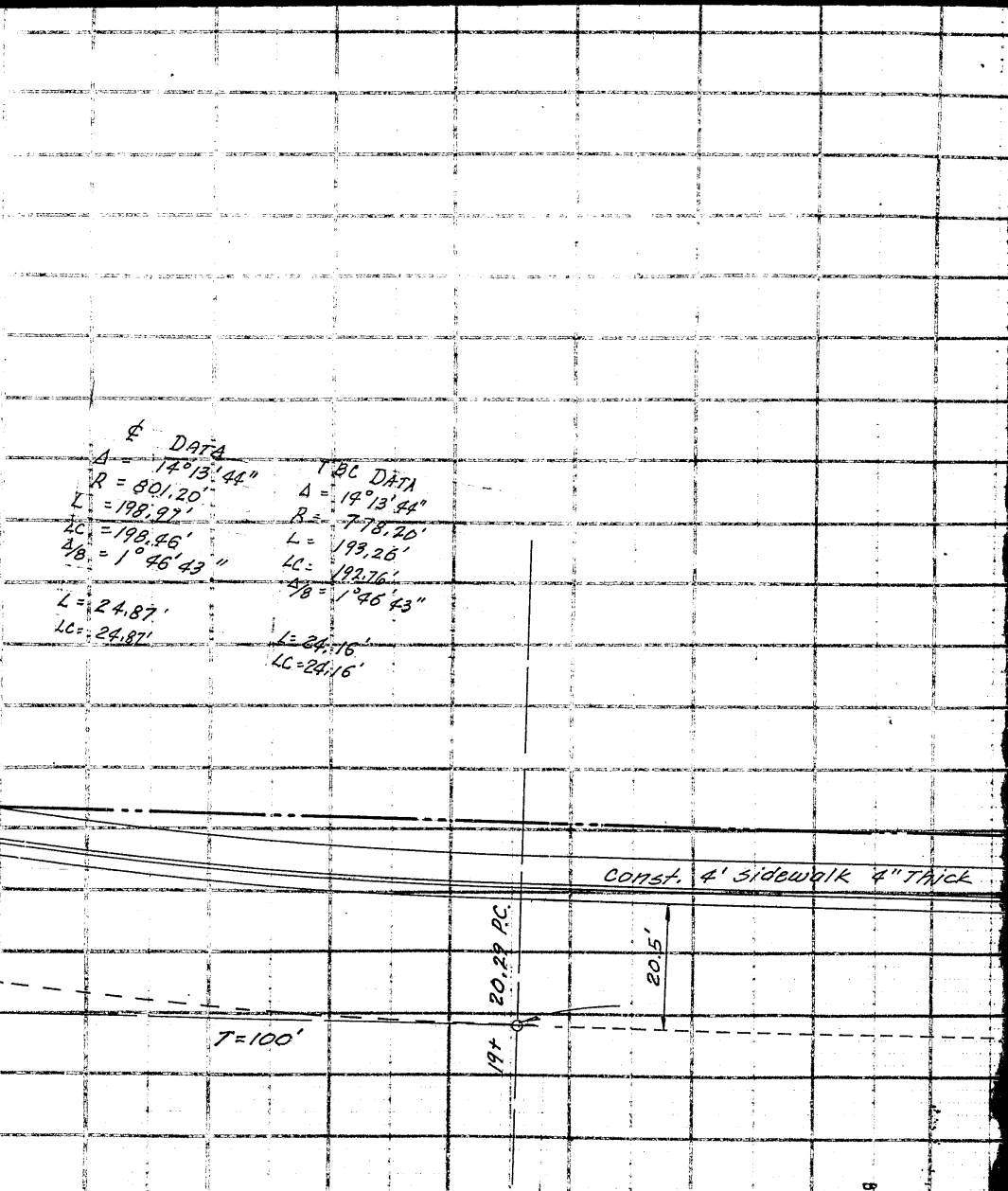


SCALE $\frac{1''}{20'}$
HORIZ. VERT.



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DATE
 DRAWN BY
 CHECKED BY
 NO. OF SHEETS
 SHEET NO.

NUMBER _____
 ACCT. _____
 INDEX NO. _____
 SHEET _____
 OF _____ SHEETS

PRESENTED TO THE BOARD OF
 SALT LAKE COUNTY COMMISSIONERS
 AND APPROVED
 THIS _____ DAY OF _____ 19____
 CHAIRMAN

DATE 6/15/82
 Cross-Creelside
Thy H. Briggs

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21K 4" THICK

N 38° 43' 40" W 318.10'

HIGHLAND

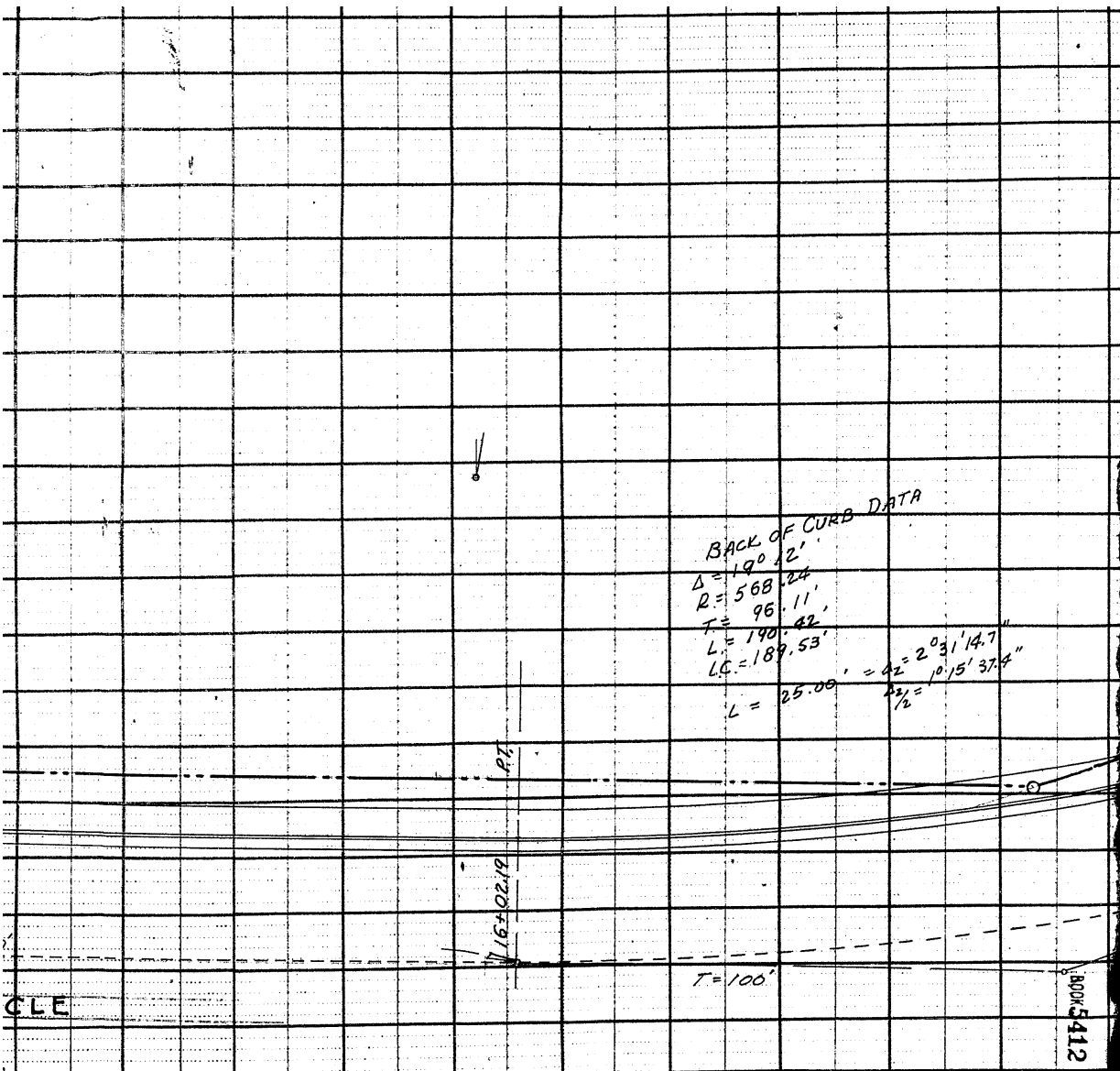
CIRCLE

A P P R O V A L S

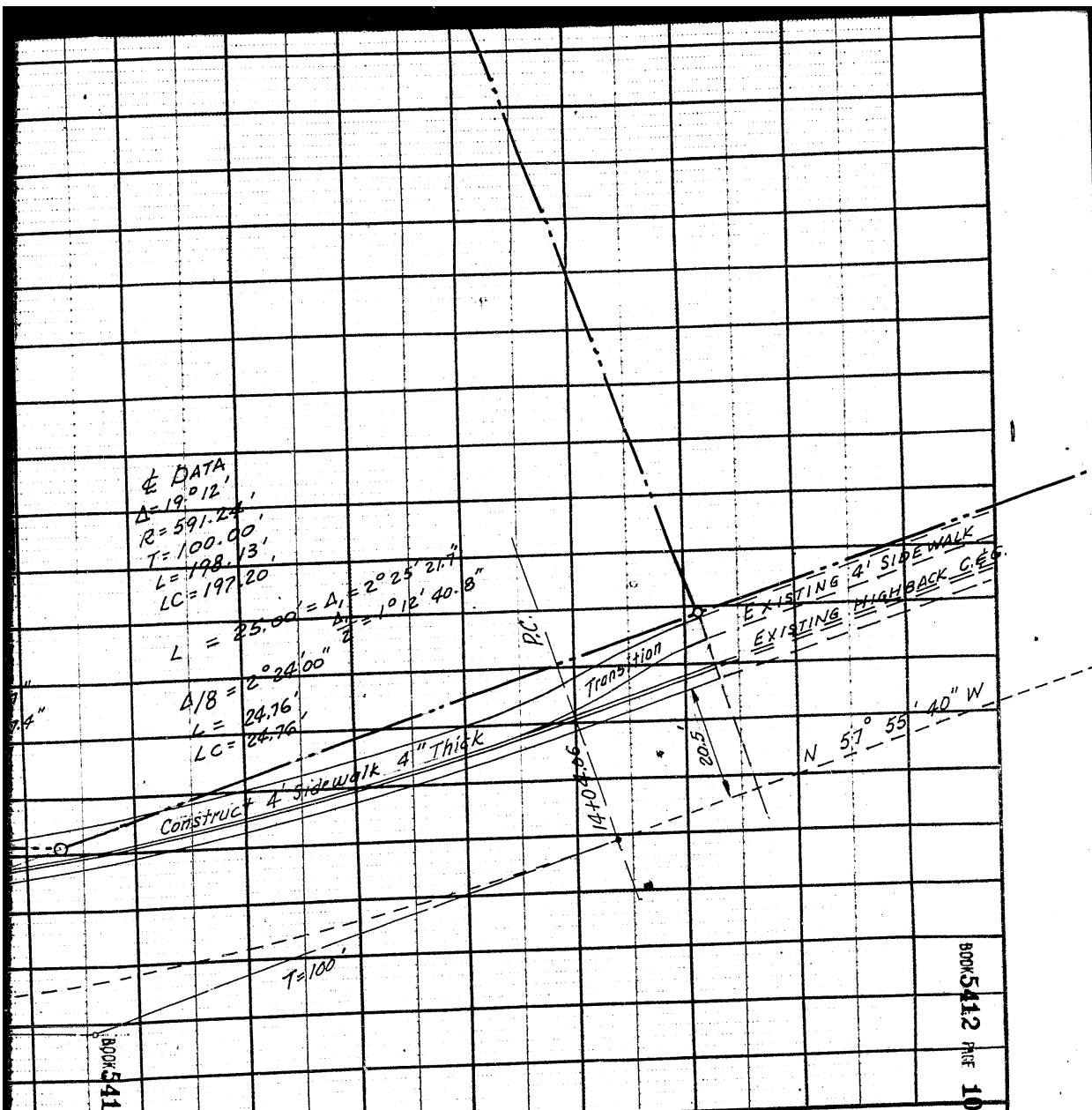
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U.D.D.T.		COUNTY PLANNING & ZONING	COUNTY PUBLIC WORKS	COUNTY TRAFFIC ENGINEER	COUNTY
DATE _____	DATE _____	DATE _____	DATE _____	DATE _____	DATE _____



ENGINEER	DATE _____	REVISIONS NO. 1 C&G&SW ALIGN. CHOP. - 10/81 BY _____	DESIGN <i>J.D.</i>	SALT LAKE COUNTY ENGINEER
	COUNTY SURVEYOR		DRAWN BY <i>J.D.</i> CHECKED BY _____ DATE _____	



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COUNTY # 103
NEER
COMPLEX CITY, UTAH

NUMBER 11286
ACCT. 5B
INDEX NO. 1604
SHEET 2
OF 3 SHEETS

PERMIT NO. 5526 5-21-82
CROW-CREEKSIDE (PARTNERSHIP)
Sta 185+00 To Sta. 191+00
4876 So. to 4924 So. HIGHLAND DRIVE
LOCATION NE 1/4 SECTION 9 Tp. 2S. R. 1E., S.L.B. & M.

EXHIBIT C

BEGINNING at a point on the West line of Highland Drive, said point being South 2271.74 feet and East 1926.85 feet from the North quarter corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South $50^{\circ}12'20''$ West 48.17 feet to the East line of Highland Circle; thence North $57^{\circ}55'40''$ West 376.30 feet along said East line; thence North $30^{\circ}17'$ East 175.76 feet to the West line of Highland Drive; Thence South $39^{\circ}48'$ East 417.50 feet along said west line to the point of BEGINNING.

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KATIE L. BIRSON
RECORDER
SALT LAKE COUNTY
UTAH

NOV 11 2 44 PM '92

REQ OF

Patricia R Brown
Patricia R BROWN

Stammell Law Co.

5000 Highland Drive
84117

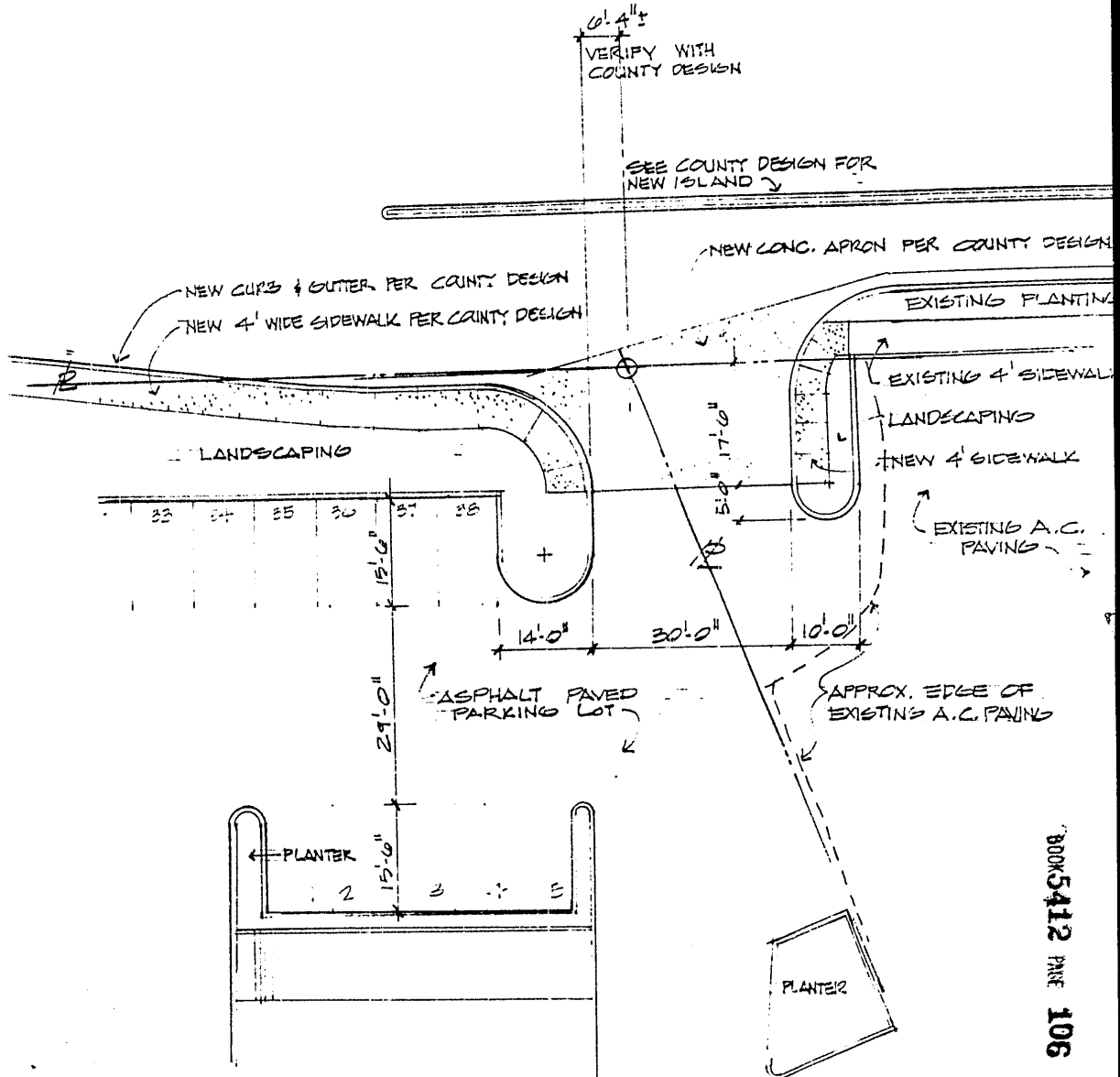
CREEKSIDE PLACE
SHOPPING CENTER

ADDENDUM DWG. "C-C"

CROW-CREEKSIDE DEVELOPER

RICHARD D CHONG AND
ASSOC ARCHITECTS

EXHIBIT D-1



REVISED S/E PARKING LOT ENTRY

SCALE: 1" = 20'-0"

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