

7493421

When recorded, return to:
Vincent C. Rampton
Jones, Waldo, Holbrook & McDonough
1500 Wells Fargo Plaza
170 South Main
Salt Lake City, UT 84111

7493421
10/19/1999 04:10 PM 20.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
JONES WALDO HOLBROOK MCDONOUGH
PO BOX 45444
SLC UT 84145-0444
BY: RDJ, DEPUTY - WI 6 P.

RECIPROCAL EASEMENT AGREEMENT

This reciprocal easement agreement ("Agreement") is made and entered into as of the 19th day of October, 1999 by and between the Japanese Church of Christ, a Utah non-profit corporation ("JCC"); Struve Distributing Company, Inc., a Utah corporation ("Struve, Inc."); and Preston D. Struve ("Struve"), collectively referred to herein as the "Parties", and, individually, a "Party".

RECITALS

1. Struve holds primary beneficial interest in and to a parcel of real property located in Salt Lake County, State of Utah, more particularly described as follows:

Commencing at the Southwest corner of Lot 4, Block 78, Plat "A" Salt Lake City Survey; running thence East 70 feet; thence North 165 feet; thence West 70 feet; thence South 165 feet to the place of beginning.

("Struve Property").

2. JCC holds primary beneficial interest in and to a parcel of real property located in Salt Lake County, State of Utah, immediately to the north of Struve Property, more particularly described as follows:

Commencing 165 feet North of the Southwest Corner of Lot 4, Block 78, Plat A, Salt Lake City Survey; running thence East 70 feet; thence North 60 feet; thence West 70 feet; thence South 60 feet to the point of beginning.

("Settlement Property").

3. On or about January 11, 1996, Struve and Struve, Inc. filed a civil action before the Third Judicial District Court for Salt Lake County, State of Utah, styled: *Struve Distributing Company, Inc. and Preston D. Struve, plaintiffs, v. Japanese Church of Christ, et al., defendants* (Civil No. 960900289 QT) ("the civil action"). In the civil action, Struve and Struve, Inc. sought to obtain declaration of an easement of ingress and egress to and from the Struve Property over a separate parcel of property primary beneficial interest in which was held by JCC.

4. On August 25, 1999, the parties entered into a Memorandum of Understanding and settlement agreement under which JCC agreed to convey to Struve and Struve, Inc. an easement across the Settlement Property for the benefit of the Struve Property. In the Memorandum of Understanding, the parties agreed to make joint application to affected government entities for the widening and extension of a curb cut currently permitting access to and from the Struve Property via 300 West Street in Salt Lake City, Utah, from its present width to a total width of 30 feet, such that it would permit vehicular access to and from both the Struve Property and the Settlement Property via 300 West Street.

5. Incident to obtaining permission for the widening of the curb cut as described above, the parties agreed to execute a reciprocal easement, for approval by all necessary government agencies, to assure approval of the curb cut by guaranteeing a full and open access to the Settlement Property by both parties, including such use of the Struve Property as would be reasonably necessary for such access.

6. Pursuant thereto, the parties now desire to enter into an agreement establishing rights of ingress and egress over and across such portions of the Struve Property and the Settlement Property as necessary to effectuate the terms of the Memorandum of Understanding.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The above recitals are hereby incorporated herein and made a part hereof.

2. Struve hereby grants to JCC, for the benefit of and appurtenant to the Settlement Property, and as a burden upon the Struve Property, a perpetual, non-exclusive easement and right-of-way over and across the Struve Property, to the extent reasonably necessary to permit JCC, its officers, agents, representatives, members, and business invitees reasonable access to and from the Settlement Property for all reasonable purposes; provided, however, that such access shall not be construed to permit interference with use, by Struve and Struve, Inc., of the Struve Property or the Settlement Property pursuant to the terms of a Grant of Easement dated October 1, 1999, granting to Struve and Struve, Inc. use of the Settlement Property as provided therein. The easement granted hereby shall be for the purpose of vehicular and pedestrian ingress and egress between the Settlement Property and 300 West Street in Salt Lake City, Utah, and shall be a burden upon the Struve Property only for the purposes and to the extent specified herein.

3. JCC hereby grants to Struve and Struve, Inc., for the benefit of and appurtenant to the Struve Property and as a burden upon the Settlement Property, a perpetual, non-exclusive easement and right-of-way over and across the Settlement Property to the extent reasonably necessary for access to and from the Struve Property; provided, however, that such access shall be consistent with the Memorandum of Understanding, and with the Grant of Easement referred to at paragraph 2, above. The easement granted hereby shall be for the purpose of vehicular and

pedestrian ingress and egress between the Struve Property and 300 West Street in Salt Lake City, Utah, and shall be a burden upon the Settlement Property for the purposes and to the extent specified herein.

4. The foregoing reciprocal easement agreement shall be subject to the terms and conditions of the Memorandum of Understanding, which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have entered into this agreement as of the date first above written.

STRUVE DISTRIBUTING COMPANY, INC.

By: Preston D. Struve, Pres.
Preston D. Struve, President

Preston D. Struve
Preston D. Struve

JAPANESE CHURCH OF CHRIST

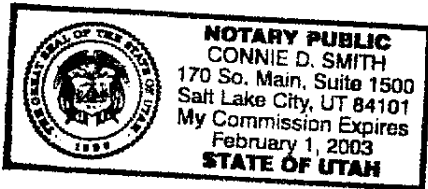
By: Albert K. Kubota
Albert K. Kubota, Chair, Board of Trustees

By: Nobuko F. Kato
Nobuko F. Kato, clerk, Session

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

On the 19th day of October, 1999, personally appeared before me Preston D. Struve, who, being by me duly sworn, did say that he is the President of Struve Distributing Company,

Inc., that said instrument was signed in behalf of said corporation by authority of its by-laws or a resolution of its board of directors, and said Preston D. Struve acknowledged to me that said corporation executed the same.

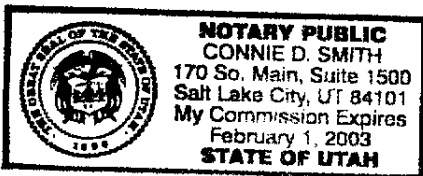


Connie D. Smith
NOTARY PUBLIC
Residing at: _____

My Commission Expires:

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

On the 19th day of October, 1999, personally appeared before me Preston D. Struve, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



Connie D. Smith
NOTARY PUBLIC
Residing at: _____

My Commission Expires:

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



On the 4 day of October, 1999, personally appeared before me Albert K. Kubota,

who, being by me duly sworn, did say that he is the chair of the Board of Trustees of the Japanese Church of Christ, that said instrument was signed in behalf of said corporation by authority of its by-laws or a resolution of its board of directors, and said Albert K. Kubota acknowledged to me that said corporation executed the same.

Melissa D. Wilczek
NOTARY PUBLIC
Residing at: _____

My Commission Expires:
11/18/2000

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



On the 4 day of October, 1999, personally appeared before me Nabuko F. Kato, who, being by me duly sworn, did say that she is the clerk of Session of the Japanese Church of Christ, that said instrument was signed in behalf of said corporation by authority of its by-laws or a resolution of its board of directors, and said Nabuko F. Kato acknowledged to me that said corporation executed the same.

Melissa D. Wilczek
NOTARY PUBLIC
Residing at: _____

My Commission Expires:
11/18/2000