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Gary W. Ott
Recorder, Salt Lake County, UT
TALON GROUP
BY: eCASH, DEPUTY - EF 9 P.

When Recorded, Mail To:

Kirton & McConkie
60 East South Temple, Suite 1800
Salt Lake City, Utah 84111
Attn: Read R. Hellewell, Esq.

With A Copy To:

Nelson Christensen & Helsten
68 South Main Street, 6th Floor
Salt Lake City, Utah 84101
Attn: Stephen K. Christensen, Esq.

Tax Parcel Nos. 14-25-151-007 and 14-25-151-008

(Space above for Recorder's use only)

**AGREEMENT REGARDING
PUBLIC ACCESS AND UTILITIES EASEMENT**

THIS AGREEMENT REGARDING PUBLIC ACCESS AND UTILITES EASEMENT (this "Agreement") is entered into this 24th day of October, 2006, by and between ZIONS SECURITIES CORPORATION, a Utah corporation ("Lot 1 Owner"), and UTAH WVC SURPLUS PROPERTY, L.L.C., a Utah limited liability company ("Lot 2 Owner"). Lot 1 Owner and Lot 2 Owner may be collectively referred to herein as the "Parties."

RECITALS

A. Lot 1 Owner owns certain real property ("Lot 1") located in the County of Salt Lake, State of Utah. Lot 1 is more particularly described on Exhibit A attached hereto and incorporated by this reference.

B. Lot 2 Owner owns that certain parcel of real property located directly west of, and adjacent to, Lot 1 ("Lot 2"). Lot 2 is more particularly described on Exhibit B attached hereto and incorporated by this reference.

C. Pursuant to that certain subdivision plat for Highbury Commons at Lake Park, recorded July 5, 2006, as Entry No. 9770483 in Book 2006P at Page 185 of the Official Records of Salt Lake County, Utah (the "Plat"), there exists a "40.0' Public Utility and Cross Access Easement" (the "Easement"). The Easement extends a length of one hundred fifty (150) feet, with thirteen (13) feet of the Easement's width located on Lot 2 and the remaining twenty-seven (27) feet on Lot 1. The area of Lot 2 and Lot 1 subject to the Easement, as depicted on the Plat, is referred to hereinafter as the "Easement Area."

D. Pursuant to that certain Purchase Agreement and Escrow Instructions dated February 17, 2006, the Parties have agreed to enter into this Agreement to define their respective obligations and responsibilities with respect to the Easement.

SS-202812

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing recitals, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and covenants set forth herein, the Parties agree as follows:

1. **Reservation by the Parties.** Each Party reserves the right to use its respective parcel for any use not inconsistent with the other Party's rights granted pursuant to this Agreement.

2. **Improvements.** Lot 2 Owner, at its sole risk, cost, and expense, will install and construct, within the Public Easement Area: (i) a vehicular and pedestrian access way to be used for ingress and egress (the "Access Road"); and (ii) such underground utilities as Lot 2 Owner deems desirable or appropriate, including but not limited to water, sanitary sewer, storm water drainage, electricity, telecommunications and natural gas (the "Utilities"). Lot 2 Owner will construct the Access Road in such a manner as to be aligned with the service drive to be constructed in conjunction with the development of the property on the north side of Highbury Parkway. Lot 2 Owner intends to curve the Access Road so that it provides truck access for the benefit of Lot 2 as close to Highbury Parkway as possible. Lot 2 Owner shall have no obligation to construct the Access Road so that it covers the entire Easement Area. The Utilities installed pursuant to this paragraph may be utilized by both Parties, if the Utilities have sufficient capacity for the needs of both Parties. The Utilities may originally be sized to meet the needs of Lot 2 Owner only. Lot 2 Owner shall notify Lot 1 Owner regarding the size of the Utilities to be constructed and, if Lot 1 Owner desires any upsizing of such Utilities, Lot 2 Owner shall coordinate with Lot 1 Owner to construct such Utilities and Lot 1 Owner shall pay the incremental cost of any upsizing. Each Party shall pay all connection fees and costs associated with such Party's use of the Utilities.

3. **Maintenance and Costs.** Lot 2 Owner shall, at its sole cost and expense, maintain the Access Road and Utilities in good order and in a condition to other improvements located in the surrounding area, and in accordance with all applicable laws, rules, and regulations. If Lot 1 Owner makes use of the Access Road for the benefit of Lot 1, Lot 1 Owner shall be responsible thereafter to contribute equally to the costs of maintaining the Access Road, but Lot 2 Owner shall remain responsible for maintenance of the same. To request reimbursement for a maintenance cost or expense, Lot 2 Owner shall submit evidence of such incurred expense or cost to Lot 1 Owner within fifteen (15) business days of paying such expense or cost. Lot 1 Owner shall thereafter reimburse Lot 2 Owner, within ten (10) business days of receipt of such evidence of incurred expense or cost, in an amount equal to fifty percent (50%) of the expense or cost of the Access Road within the Easement Area.

3.1 **Damage Caused by Party.** Notwithstanding anything to the contrary stated herein, each Party agrees to promptly repair any damage, other than normal wear and tear, to the Access Road, the Utilities, or the other Party's parcel and improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or sewer pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, etc.) caused by such Party, its agents, servants, employees, contractors or anyone performing work by, through, for, or

under such Party, and shall restore the damaged Party's parcel and the improvements thereon to the same or better condition than that which existed prior to the damage caused by such maintenance or repair.

4. **Dedication of Access Road.** Within sixty (60) days after receipt of written request therefor from a Party, the other Party shall dedicate the portion of the Access Road located on such Party's parcel to West Valley City for public use. Upon completion of such dedication, the maintenance obligations imposed pursuant to this Agreement shall automatically terminate. The Party requesting dedication shall pay the actual costs and expenses of dedication, as well as any and all costs and expenses associated with the upgrading of improvements as required by West Valley City as a condition of dedication. Lot 2 Owner shall have no obligation to dedicate any portion of Lot 2 outside of the Easement Area.

5. **Liens.** Lot 1 Owner shall keep Lot 2 free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Lot 1 Owner, and shall indemnify, hold harmless and defend Lot 2 Owner from any liens that may be placed on Lot 2 and/or the property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Lot 1 Owner or any of Lot 1 Owner's agents. Any such liens shall be released of record within thirty (30) days. Lot 2 Owner shall keep Lot 1 free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Lot 2 Owner, and shall indemnify, hold harmless and defend Lot 1 Owner from any liens that may be placed on Lot 1 and/or the property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Lot 2 Owner or any of Lot 2 Owner's agents. Any such liens shall be released of record within thirty (30) days.

6. **Compliance with Laws.** The Parties will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

7. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to Lot 1 Owner: Zions Securities Corporation
5 Triad Center, Suite 450
Salt Lake City, UT 84180
Attention: P. David Jensen
Fax No. (801) 320-4626

With a copy to: Kirton & McConkie
60 East South Temple, Suite 1800
Salt Lake City, UT 84111
Attn: Read R. Hellewell, Esq.
Fax No. (801) 321-4893

If to Lot 2 Owner: Utah WVC Surplus Property, L.L.C.
c/o Walt Gasser & Associates, Inc.
74 East 500 South, Suite 200
Bountiful, UT 84010
Attn: G. Walter Gasser
Fax No. (801) 295-1062

With a copy to: Nelson Christensen & Helsten
68 South Main Street, 6th Floor
Salt Lake City, Utah 84101
Stephen K. Christensen, Esq.
Fax No. (801) 363-3614

Notice may also be given by facsimile transmission ("Fax") to any party at the respective facsimile number given above and marked "RUSH - PLEASE DELIVER IMMEDIATELY," provided receipt of such transmission shall be confirmed by follow-up notice within twenty-four (24) hours by another method authorized above. Any party may from time to time, by written notice to the other as provided above, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed served or delivered seventy-two (72) hours after mailing thereof as above specified. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or Fax number listed above.

8. Miscellaneous.

8.1 Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. The Parties acknowledge and agree that all of the terms and conditions of this Agreement are contractual in nature and shall be interpreted under any applicable law as contractual obligations, and each party waives any claims or defenses to the contrary.

8.2 Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

8.3 Successors. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns.

8.4 Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provision hereof. Any amendment or modification to this Agreement shall be in writing and signed by authorized agents or officers of the Parties.

8.5 Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

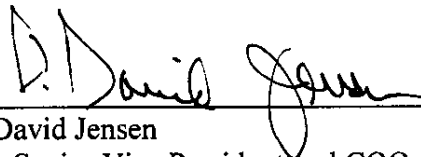
8.6 Rights and Remedies. The rights and remedies of the Parties are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. The Parties confirm that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as at law or otherwise.

8.7 Litigation Expenses. If any action, suit, or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement or if a Party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing Party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing Party.

8.8 Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

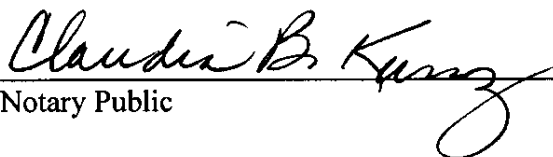
Lot 1 Owner: ZIONS SECURITIES CORPORATION,
a Utah corporation

By: 
P. David Jensen
Its: Senior Vice President and COO

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

On the 23 day of October, 2006, before me, the undersigned officer, personally appeared P. David Jensen, who acknowledged himself to be the Senior Vice President and COO of ZIONS SECURITIES CORPORATION, a Utah corporation, and that being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.


Notary Public

Lot 2 Owner:

UTAH WVC SURPLUS PROPERTY, L.L.C.,
a Utah limited liability company

By: Ryan Gasser
Name: Ryan Gasser
Its: Manager

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

On the 24th day of October, 2006, before me, the undersigned officer, personally appeared RYAN GASSER, who acknowledged himself to be the MANAGER of UTAH WVC SURPLUS PROPERTY, L.L.C., a Utah limited liability company, and that being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Debra J. Doucette
Notary Public

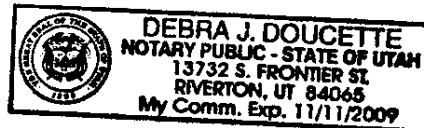


EXHIBIT A

to Service Drive Easement

(Legal Description of Lot 1)

Real property located in Salt Lake County, State of Utah, and more particularly described as follows:

Lot 1, Highbury Commons at Lake Park, according to the Official Plat thereof, recorded July 5, 2006 as Entry No. 9770483 in Book 2006P at Page 185 of Official Records.

EXHIBIT B

to Service Drive Easement

(Legal Description of Lot 2)

Real property located in Salt Lake County, State of Utah, and more particularly described as follows:

Lot 2, Highbury Commons at Lake Park, according to the Official Plat thereof, recorded July 5, 2006 as Entry No. 9770483 in Book 2006P at Page 185 of Official Records.