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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: ZJM, DEPUTY - WI 14 P.

Buckner, Alani, Khouri, Chavos & Mirkovich
3146 Redhill Avenue, Suite 200
Costa Mesa, California 92626
Attn: Michael G. Robinson, Esq.

cxo-449

Space Above For Recorder's Use Only

**RECIPROCAL ACCESS EASEMENT
AGREEMENT**

THIS RECIPROCAL ACCESS EASEMENT ("Agreement") is made this 21st day of November, 2005, by and between SANDBRECK, LLC, a Utah limited liability company ("SandBreck"), and Lizben LLC, a Utah limited liability company ("Lizben"). SandBreck and Lizben are sometimes referred to in this Agreement individually as a "Party" or jointly as the "Parties".

RECITALS

WHEREAS, SandBreck is the fee owner of certain real property located at 10585 South Street, in the City of Sandy, County of Salt Lake, State of Utah ("SandBreck Parcel") more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Lizben is the fee owner of certain real property located at 10535 South State Street in the City of Sandy, County of Salt Lake, State of Utah ("Lizben Parcel") more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, the SandBreck Property and the Lizben Property are generally situated at the northeast corner of the intersection of 106th Street and UT 89 Street, and are referred to in this Agreement individually as a "Parcel" and jointly as the "Parcels"; and

WHEREAS, as of the date of this Agreement, the Lizben Parcel has been developed generally for use as a bowling alley, and the Parties anticipate redevelopment and modification of the SandBreck Parcel generally as part of a retail shopping center; and

WHEREAS, the parties deem it beneficial to grant and accept reciprocal non-exclusive easements over the common areas of their respective Parcels for pedestrian and vehicular access only, to and from the Parcels and the public ways surrounding the Parcels, as set forth more fully below; and

Lizben, LLC Cross Access Agreement

COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. First American Title Insurance Company hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

1

NOW THEREFORE, for valuable consideration the tender, receipt and sufficiency of which are hereby acknowledged, SandBreck and Lizben agree as follows:

///

TERMS AND CONDITIONS

Section 1. Definitions.

1.1 For purposes of this Agreement, the "Easement Area" shall consist of the portions of the common areas of the SandBreck Parcel and the Lizben Parcel which are improved from time to time with drive aisles, driveways, sidewalks, pathways, and other similar paved areas commonly used for access, ingress, and egress by the invitees, licensees, and occupants of the respective Parcels, but excluding those areas devoted to parking stalls, loading docks, trash compactors and enclosures, bottle storage areas, exterior coolers, electrical and refrigeration facilities and other similar service facilities, shopping cart corals, outdoor sales and/or merchandise display areas and/or driveup or drive through customer service facilities.

Section 2. Grant of Easements.

2.1 The easements hereinafter granted shall be reciprocal and in each instance shall run for the duration of this Agreement as provided hereinbelow and shall be appurtenant to each designated Parcel of the grantee of such easement and in each instance shall be non-exclusive and for the use and benefit of such grantee, its heirs, executors, administrators, successors, assigns, grantees, mortgagees, tenants and subtenants thereof, and the officers, directors, concessionaires, agents, employees, customers, visitors and other licensees and invitees of any of them.

2.2 SandBreck hereby grants, establishes and conveys to Lizben a non-exclusive easement appurtenant to and for the benefit of the Lizben Parcel for: (i) ingress and egress and passage (but not parking) of motor vehicles into, out of, on, over, through and across the Easement Area of the SandBreck Parcel; and (ii) the passage of pedestrians into, out of, on, over, through and across the Easement Area of the SandBreck Parcel.

2.3 Lizben hereby grants, establishes and conveys to SandBreck non-exclusive easements appurtenant to and for the benefit of the SandBreck Parcel for: (i) ingress and egress and passage (but not parking) of motor vehicles into, out of, on, over, through and across the Easement Area of the Lizben Parcel; and (ii) the passage of pedestrians into, out of, on, over, through and across the Easement Area of the Lizben Parcel.

2.4 Except as specifically agreed to in writing by the Parties hereto, no walls, fences or other barriers shall be constructed or erected by any Party which would prevent or impair the use or exercise of the foregoing easements or the free access of pedestrians and vehicular traffic between the Easement Areas of the various properties; provided, however, that improvements may be constructed, easement areas may be relocated, and other reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed and relocated. In the event that as a result of this Agreement the parking of the customers of one Party materially and adversely interferes with the ability of customers of the other Party to park on such Party's Parcel, and such interference continues for an unreasonable duration following written notice of such interference from the affected Party, at the election of either Party upon

additional written notice, the Parties shall cooperate in good faith to erect a decorative fence designed to alleviate such interference while still facilitating the intent of this Agreement. The location and design (including but not limited to the color, size, material and height) of such fence shall be proposed by the affected Party and shall be subject to the approval of the other Party, such approval not to be unreasonably withheld provided that the location and design of the fence do not materially adversely affect ingress and egress to and/or visibility of the respective Parcels. The Parties agree to share equally the expense of the installation and/or relocation of any traffic controls (including but not limited to parking and directional signage) referenced above which are or become necessary as a result of this Agreement, as reasonably determined by either Party subject to the consent of the other Party, such consent not to be unreasonably withheld.

Section 3. Covenants Shall Run with the Land.

3.1 All of the agreements, rights, covenants and easements contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, successors (by merger, consolidation or otherwise), assigns, devisees, administrators, representatives, lessees and all other persons acquiring the SandBreck Parcel or the Lizben Parcel, or any part thereof, whether by operation of law or in any manner whatsoever, unless and until modified as herein provided. All of the provisions of this Agreement shall be both easements and covenants running with the land. Except as set forth above, each covenant to do or refrain from doing some act on the property of the covenantor (a) is for the benefit of the property of the covenantee; (b) runs both with the property owned by the covenantor and the property owned by the covenantee; and (c) shall benefit or be binding upon each successive owner, during its ownership, of the property affected hereby and each person having any interest therein derived through any owner of the property affected hereby.

Section 4. Maintenance.

4.1 Lizben shall maintain or cause to be maintained the Easement Area of the Lizben Parcel, at its own cost and expense, at all times in good and clean condition and repair.

4.2 SandBreck shall maintain or cause to be maintained the Easement Area of the SandBreck Parcel, at its own cost and expense, at all times in good and clean condition and repair.

Section 5. Property Taxes.

5.1 Lizben shall pay directly to the tax collector when due all real property taxes and other special taxes and assessments which may be levied or assessed against the Lizben Parcel during the term of this Agreement.

5.2 SandBreck shall pay directly to the tax collector when due all real property taxes and other special taxes and assessments which may be levied or assessed against the SandBreck Parcel during the term of this Agreement.

Section 6. Indemnity/Insurance.

6.1 Lizben hereby agrees to indemnify, defend, and hold SandBreck harmless from and against any and all actions, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from or as a result of the death of or any accident or injury to any person or property in or about the Lizben Parcel, except claims resulting from the negligence or willful act or omission of SandBreck and the agents, servants or employees of SandBreck, wherever the same may occur.

6.2 SandBreck hereby agree to indemnify, defend and hold Lizben harmless from and against all actions, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from or as a result of the death of or any accident, injury, loss or damage to any person or property in or about the SandBreck Parcel, except claims resulting from the negligence or willful act or omission of Lizben, and the agents, servants or employees of Lizben, wherever the same may occur.

6.3 Lizben agrees to name SandBreck as additionally named insureds on Lizben's public liability and property damage insurance policy covering the Easement Area of the Lizben Parcel. SandBreck agrees to cause the public liability and property damage insurance policy covering the Easement Area of the SandBreck Parcel to name Lizben as an additional insured. Within thirty (30) days following receipt of a written request therefor, each Party agrees to furnish to other an original certificate of insurance confirming the existence and insureds required hereunder.

Section 7. Termination; Amendment.

7.1 This Agreement may be canceled, changed, modified or amended, in whole or in part, only by written and recorded agreement executed by all of the record owners of the Lizben Parcel and the SandBreck Parcel; provided, however, that this Agreement shall not be terminated or amended if the effect thereof would be to create a violation of any applicable ordinance of the City of Sandy ("City") or without first obtaining a variance or approval from the City to eliminate such violation. This Agreement shall become effective upon the recording of same in the Office of the County Recorder of Salt Lake County, shall run for a period of fifty (50) years, and shall be automatically extended for consecutive periods of five (5) years unless expressly terminated by the owner of the Lizben Parcel and the owner of the SandBreck Parcel.

Section 8. Effect of Breach.

8.1 Breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render invalid (a) the leasehold estate of any lessee of any Party, unless such breach is caused by the act or omission of such lessee; (b) the lien of any mortgage or deed of trust made in good faith and for value encumbering any Parcel, or any part thereof; (c) the title of any leaseback lessor who acquired title in good faith and for value, but all of the foregoing provisions, restrictions and covenants shall be binding and effective against any owner of the Lizben Parcel, the SandBreck Parcel, or any part thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

Section 9. Enforcement.

9.1 In the event that any Party defaults in the performance of any of its obligations or agreements hereunder, the other Party shall have the right, but not the obligation, to cure such default for the account of and at the expense of the defaulting Party, and the Party curing such default shall have the right to recover from the defaulting Party all costs and other sums expended in connection therewith, plus interest thereon at the rate of ten percent (10%) per annum or the maximum rate permitted by law, whichever is less. A Party hereto shall be responsible hereunder for default of its tenant, delegate or agent.

9.2 Any person or persons owning any portion of the Lizben Parcel or the SandBreck Parcel may prosecute any proceedings at law or in equity against any person violating or attempting to violate any of the covenants, conditions and restrictions contained herein to prevent such person from so doing and to recover damages for any such violation.

9.3 The legal and equitable remedies permitted or available to any one or all such persons specified herein shall be cumulative. In the event that suit is brought for the enforcement of this Agreement or as the result of any alleged breach hereof, the prevailing Party or person in such suit shall be entitled to recover their reasonable attorneys' fees from the losing Party or persons, and any judgment or decree rendered in such proceedings shall include an award thereof.

Section 10. Notices.

10.1 All notices, consents, requests, demands, approvals, waivers and other communications desired or required to be given hereunder (referred to collectively as "notices") shall be in writing and signed by the Party so giving the notice, and shall be effective when personally delivered or seventy-two (72) hours after deposit in the United States mail, certified or registered, return receipt requested, first-class postage and fees prepaid, or overnight courier with return receipt, addressed as follows:

If to SandBreck: SandBreck, LLC
30252 Tomas
Rancho Santa Margarita, CA 92688
Attn: Brian Price

With a copy to: Buckner, Alani, Khouri, Chavos & Mirkovich
3146 Redhill, Suite 200
Costa Mesa, California 92626
Attn: William D. Buckner, Esq.

If to Lizben: Lizben, LLC
Sheppard Allstar Lanes Bowling
1776 W. 7800 South
West Jordan, UT 84088
Attn: Brad Sheppard

Anyone entitled to receive notice hereunder may, from time to time, change his or its address for receiving notices by giving written notice thereof in the manner outlined above.

Section 11. General Provisions.

11.1 Severability. Invalidation of any of the covenants, conditions, restrictions or other provisions contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions or provisions hereof or the application thereof to any other person or entity, and the same shall remain in full force and effect.

11.2 Headings. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification only and shall not be deemed to limit, expand in or define the contents of their respective sections or paragraphs.

11.3 Mitigation of Damages. In all situations arising under this Agreement, all Parties shall attempt to avoid and mitigate the damages resulting from the conduct of the other Party.

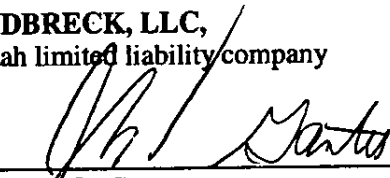
11.4 Deeds of Trust. The Parties shall cause all deeds of trust on any of the Parcels in the Easement Area existing on the date hereof and prior to the time this Agreement is recorded to be subordinated to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date first set forth above.

SANDBRECK:

SANDBRECK, LLC,
A Utah limited liability company

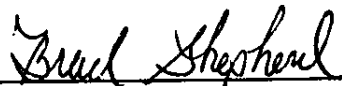
By: _____


John D. Gantes
President, BearBreck, Inc.,
it's Managing Member

LIZBEN:

LIZBEN, INC.,
A Utah limited liability company

By: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange } ss.

On March 8, 2006 before me, Jennifer Tice, Notary Public
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared John D. Gantes
Name(s) of Signer(s)

personally known to me

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

JTice
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Reciprocal Access Easement Agreement

Document Date: November 21, 2005 Number of Pages: 12

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

EXHIBIT "A"

**SANDBRECK PARCEL
LEGAL DESCRIPTION**

(to be attached)

6021.08.01/REA/11.19.04



EXHIBIT "A"

(Legal Description of Property)

Tax Parcel LD. Nos.: 28-18-151-018-0000
28-18-151-019-0000

PARCEL NO. 1:

Beginning 87°49'05" East 134.93 feet and North 0°01'50" West 231.92 feet and South 89°39'20" East 51.95 feet from the West Quarter Corner of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°48' East 225 feet; thence South 0°01'50" East 179.55 feet; thence North 89°38'29" West 185.28 feet; thence Northwesterly along a curve to the right 55.05 feet; thence North 0°01'50" West 147.2 feet to the point of beginning.

PARCEL NO. 2:

Beginning South 87°49'05" East 134.93 feet and North 0°01'50" West 231.92 feet and South 89°48' East 275 feet from the West Quarter Corner of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°48' East 289.32 feet; thence South 8°16' West 198.41 feet; thence North 89°48' West 481.05 feet; thence North 0°01'50" West 50.32 feet, more or less; thence Southeasterly along a curve to the left 55.05 feet; thence South 89°38'29" East 185.28 feet; thence North 0°01'50" West 179.55 feet to the point of beginning.

Excepting and Excluding from the foregoing Parcels 1 and 2:

A parcel of land conveyed to Sandy City Corporation, by Quit Claim Deed dated August 17, 1979 recorded August 29, 1979 as Entry No. 3329068 in Book 4933 at Page 28 of Official Records, described as follows:

Beginning at a point South 89°48' East 454.50 feet and North 0°03'20" West 33.00 feet from the West Quarter Corner of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence running North 89°48' West 4.50 feet to a curve to the right which radius point bears North 0°12'00" East 628.50 feet; thence along the arc of said curve 50.17 feet; thence North 82°57'26" West 50.36 feet to a curve to the left which radius point bears South 04°46'26" West 628.50 feet; thence along the arc of said curve 50.17 feet; thence North 89°48' West 208.25 feet to a curve to the right which radius point bears North 0°12'00" East 41.75 feet; thence along the arc of said curve 65.36 feet; thence South 0°03'20" East 62.95 feet; thence South 89°48' East 404.5 feet; thence North 0°03'29" West 7.0 feet to the point of beginning.

All of the above described property is also described as follows:

Beginning at a point on the East right of way line of State Street, said point being South 87°49'05" East 134.93 feet and North 0°01'50" West 231.92 feet and South 89°39'20" East

50.00 feet from the West Quarter Corner of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South $89^{\circ}48'00''$ East 514.32 feet; thence South $8^{\circ}16'00''$ West 193.05 feet; thence North $84^{\circ}11'00''$ West 126.47 feet; thence North $89^{\circ}37'45''$ West 317.98 feet; thence Northwesterly 67.20 feet along the arc of a 42.97 foot radius curve to the right (chord bears North $44^{\circ}49'48''$ West 60.56 feet); thence North $0^{\circ}01'50''$ West 135.02 feet to the point of beginning.

Said property is also known by the street address of:
10585 South State Street, Sandy, UT 84070

EXHIBIT "B"

**LIZBEN PARCEL
LEGAL DESCRIPTION**

(to be attached)

EXHIBIT "B"

LEGAL DESCRIPTION OF PROPERTY

Land situated in the City of Draper, County of Salt Lake, State of Utah described as follows:-

Parcel 1

Beginning at a point on the Easterly right-of-way line of State Street, said point being 49.50 feet perpendicularly distant from the existing monument line of State Street, same said point beginning being North 310.37 feet and East 184.16 feet from the West quarter corner of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 00°01'50" West along the Easterly right-of-way line of State Street 274.31 feet to that certain boundary line so described in The Boundary Line Agreement recorded March 25, 1985, as Entry No. 4065102, in Book 5639, on Page No. 1516; and running thence South 89°58'51" East, along said described boundary line, 635.91 feet to the Westerly line of the Jordan and Salt Lake Canal Property as so described in that certain Deed recorded on May 23, 1881, in Book "S" of Plats, on Page 606, said point being 66.00 feet perpendicular to the Westerly boundary line of the Little Willow Subdivision recorded on July 25, 1974 as Entry No. 2638616, in Book 74-7 on Page 120; and running thence South 24°00'00" West, along the Westerly line of the Canal property which line is the same line described in the May 23, 1881 Deed, 155.89 feet; thence continuing along same said described Deed line, said line being the Westerly line of the Canal property, South 09°00'00" West, 135.27 feet to the Northerly boundary line of the Clark property; thence North 89°48'00" West, 551.20 feet along said boundary line to the Easterly right-of-way line of State Street, said point also being the point of beginning.

Parcel 2

Beginning at a point on the Easterly right-of-way line of State Street, said point being 49.50 feet perpendicular distant from the existing monument line of State Street, same said point of beginning being North 310.37 feet; and East 184.16 feet from the West quarter corner of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 89°48'00" East, 551.20 feet to the Westerly line of the Jordan and Salt Lake Canal property as so described in that certain Deed recorded May 23, 1881, in Book "S", at page 606 of Official Records, said point being 66.00 feet perpendicular to the Westerly boundary line of the Little Willow Phase One Subdivision recorded on July 25, 1974, Entry No. 2638616, in Book 74-7 at Page 120 of Official Records; and running thence South 09°00'00" West, 84.88 feet along the Westerly line of the Canal property, which line is the same line so described in the May 23, 1881 Deed to the Northerly boundary line of the State Farm Mutual Automobile Insurance Company line extended; thence North 89°48'00" West, 537.88 feet to the Easterly right-of-way line of State Street; thence North 00°01'50" West, 83.88 feet along said right-of-way line to the point of beginning.

Less and excepting any portion lying within the bounds of State Street.

Commonly known as: 10535 South State Street and 10539 South State Street.

Tax Parcel Identification No.: 28-18-151-025 and 28-18-151-026

DET02196988.1
IDMAB

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2005, before me, _____, Notary Public, personally appeared _____, /___/ personally known to me OR /___/ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

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

On NOVEMBER 21, 2005, before me, KATHRYN T. HOLT, Notary Public, personally appeared BRAD SHEPHERD, /X/ personally known to me OR /X/ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kathryn T. Holt

Notary Public

