



RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Keven M. Rowe
Jones Waldo Holbrook & McDonough, PC
170 South Main Street, Suite 1500
Salt Lake City, Utah 84101

E# 2406042 PG 1 OF 11
ERNEST D ROWLEY, WEBER COUNTY RECORDER
21-APR-09 1005 AM FEE \$35.00 DEP SC
REC FOR: FOUNDERS TITLE COMPANY - SYRAC
ELECTRONICALLY RECORDED

0-41158

CROSS ACCESS AND EASEMENT AGREEMENT

This CROSS ACCESS AND EASEMENT AGREEMENT ("Easement Agreement") is entered into this 23 day of July, 2007, by and between, INTERMOUNTAIN FARMERS ASSOCIATION, a Utah nonprofit corporation ("IFA"), and HI-TECH SELF STORAGE, INC., a Utah corporation ("Hi-Tech") (individually, a "Party" and collectively, the "Parties").

RECITALS

A. WHEREAS, IFA is the owner of the IFA Parcel as shown on the Site Plan attached hereto as Exhibit "A" (the "Site Plan") and more particularly described in Exhibit "B" attached hereto; and

B. WHEREAS, Hi-Tech is the owner of the Hi-Tech Parcel as shown on the Site Plan and more particularly described in Exhibit "C" attached hereto; and

C. WHEREAS, the Parties desire to grant for their mutual benefit a reciprocal easement for ingress and egress. Hi-Tech has agreed to grant IFA access over Hi-Tech's Property and IFA has agreed to grant Hi-Tech access over the IFA Property in accordance with and pursuant to the terms of this Easement Agreement; and

D. WHEREAS, Hi-Tech desires to grant Marriott-Slaterville City an easement for the construction, maintenance, repair and replacement of sewer line serving the Hi-Tech Parcel and the IFA Parcel.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Definitions.

a "Owner": The record owner of fee simple title to the IFA Parcel and to the Hi-Tech Parcel (the Owner of the IFA Parcel and the Owner of the Hi-Tech Parcel are sometimes collectively referred to herein as the "Owners").

b "Parcel": The IFA Parcel as shown on the Site Plan and more particularly described in Exhibit B and the Hi-Tech Parcel as shown on the Site Plan and more particularly described in Exhibit C (the IFA Parcel and the Hi-Tech Parcel are sometimes collectively referred to herein as the "Parcels"). The Parcels are located in the City of Marriot-Slaterville, in the County of Weber, State of Utah.

2. **Reciprocal Ingress and Egress Easements.**

a IFA, as Owner of the IFA Property, as grantor, hereby grants to Hi-Tech, as Owner of the Hi-Tech Parcel, its employees, agents, licensees and invitees, for the benefit of the Hi-Tech Parcel, as grantee, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic upon, over and across the ingress and egress access lanes and drive aisles located on IFA Parcel, as the same may be changed from time to time, in IFA's sole and absolute discretion.

b Hi-Tech, as Owner of the Hi-Tech Parcel, as grantor, hereby grants to IFA, as Owner of the IFA Parcel, its employees, agents, licensees and invitees, for the benefit of the IFA Parcel, as grantee, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic upon, over and across the ingress and egress access lanes and drive aisles located on Hi-Tech Parcel, as the same may be changed from time to time, in Hi-Tech's sole and absolute discretion.

3. **Changes to the Access Easement Areas.** Each Owner reserves the right to close off the Easement Area for such reasonable period or periods of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone; provided, however, prior to closing off the easement area, as herein provided, such party shall give written notice to the other Owner of its intent to do so and shall coordinate such closing with the other Owner so that no unreasonable interference with the operation of such Owner shall occur.

4. **Maintenance of Access Easement Areas.** Each Party shall maintain any access easement area located on its property in good clean condition and repair, including, without limitation, maintaining, repairing, repainting and resurfacing all paved surfaces when necessary.

5. **Sewer Line Easement.** The Owner of the Hi-Tech Parcel hereby grants to the City of Marriot-Slaterville, and all public agencies, their successors and assigns a perpetual, non-exclusive easement for the installation, maintenance, use, operation, repair and replacement of a sewer line and appurtenant services over, under or through a portion of the Hi-Tech Parcel as more particularly described in Exhibit "D" attached hereto (the "Sewer Line Easement Area").

6. **Indemnification and Insurance.**

a **Indemnification.** The grantee of any easement provided in this Easement Agreement ("Indemnitor") shall indemnify, defend and hold harmless the grantor of any easement, as well as such grantor's agents, contractors and employees ("Indemnitee") from any and all liabilities, claims, damages, expenses (including, without limitation, reasonable attorney's

fees and reasonable attorney's fees on any appeal), judgments, proceedings, and causes of action of any kind whatsoever for injury to or death of any person or damage to any property, unless caused by the willful or negligent act or omission of the Indemnitee, arising from Claims (i) occurring on the Indemnitor Property; (ii) arising from the use of the Indemnitee's Property and/or the easement area by the Indemnitor or any of its tenants, licensees, invitees, customers, agents or employees; and (iii) any negligence or willful misconduct or omission of Indemnitor or any of its tenants, licensees, invitees, customers, agents or employees.

b **Insurance.** The Owner of each Parcel shall provide and maintain commercial general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) covering its obligations under this Section 6 and insuring it against claims for personal injury, bodily injury or death, and property damage or destruction. Such insurance shall be written with an insurer licensed to do business in the state in which the Parcels are located and shall name the other Owner as additional insured. It is recommended that the limits of liability of all such insurance be not less than Two Million Dollars (\$2,000,000.00) for personal injury or bodily injury or death of any one person, Two Million Dollars (\$2,000,000.00) for personal injury or bodily injury or death of more than one person in one occurrence and Five Hundred Thousand Dollars (\$500,000.00) with respect to damage to or destruction of property; or, in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage and destruction) with a limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence. Each Owner should furnish each other Owner with certificates evidencing such insurance. The policies of such insurance shall provide that the insurance represented by such certificates shall not be canceled, materially changed or non-renewed without the giving of thirty (30) days prior written notice to the holders of such insurance and the holders of such certificates. The insurance required under this Section 5 may be provided under a blanket policy provided such policy otherwise complies with the requirements of this Section 5. So long as an Owner has a net worth, determined in accordance with generally accepted accounting principles, in excess of One Hundred Million Dollars (\$100,000,000.00), all or part of such insurance may be provided under a program of self-insurance.

7. **Successors and Assigns.** This Easement Agreement shall inure to the benefit of and be binding upon the Owners and to the heirs, successors and assigns of any Owner's interest in each Parcel.

8. **Duration.** The easements created by this Easement Agreement shall be perpetual.

9. **Modification and Termination.** This Easement Agreement may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of the Owners, and then only by written instrument duly executed and acknowledged by the Owners and recorded in the office of the recorder of the county in which Parcels are located.

10. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcels to the general public or for the general public or for

Handwritten initials and note: "JRC" and "When Developed."

any public purpose whatsoever, it being the intention of the parties that this Easement Agreement shall be strictly limited to and for the purposes herein expressed.

11. **Attorney's Fees.** In the event any party initiates or defends any legal action or proceeding in any way connected with this Easement Agreement, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees (including, without limitation, its reasonable costs and attorney's fees on any appeal). All such costs and attorney's fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

12. **Severability.** If any term or provision of this Easement Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Easement Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Easement Agreement shall be valid and shall be enforced to the extent permitted by law.

13. **Not a Partnership.** The provisions of this Easement Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parties.

14. **No Third Party Beneficiary Rights.** This Easement Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

15. **Captions and Headings.** The captions and headings in this Easement Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

16. **Entire Agreement.** This Easement Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any Party.

17. **Construction.** In construing the provisions of this Easement Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

18. **Joint and Several Obligations.** In the event a Party is composed of more than one (1) person, the obligations of said party shall be joint and several.

19. **Recordation.** This Easement Agreement shall be recorded in the office of the recorder of the county in which the Shopping Center is located.

20. **Governing Law.** This Easement Agreement shall be governed by and constructed and enforced in accordance with the internal laws of the State of Arizona.

21. **Counterparts.** This Easement Agreement is to be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

22. **Exhibits and Schedules.** All Exhibits and Schedules are considered an integral part of this Easement Agreement and are hereby incorporated herein and this Easement Agreement shall not be considered executed and/or complete until and unless they shall be attached hereto and initialed by all parties hereto.

23. **Legal Representation.** This Easement Agreement is the result of negotiations by and between the parties hereto and said parties covenant that both have obtained legal representation in the preparation of this Easement Agreement. Therefore, this Easement Agreement should not be construed against either party as draftsperson.

[Remainder of Page Left Intentionally Blank; Signatures on Following Pages]

Signature Page for IFA:

IFA:

INTERMOUNTAIN FARMERS ASSOCIATION,
a Utah nonprofit corporation

By: Bryan R Coulter
Name: Bryan R Coulter
Title: VP IFA Country Store Operations

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 23rd day of July, 2007,
by Bryan R. Coulter, as V.P. of Intermountain Farmers Association.

Barry C. Hatch
NOTARY PUBLIC
Residing at: _____

My Commission Expires:



Exhibit A
Site Plan

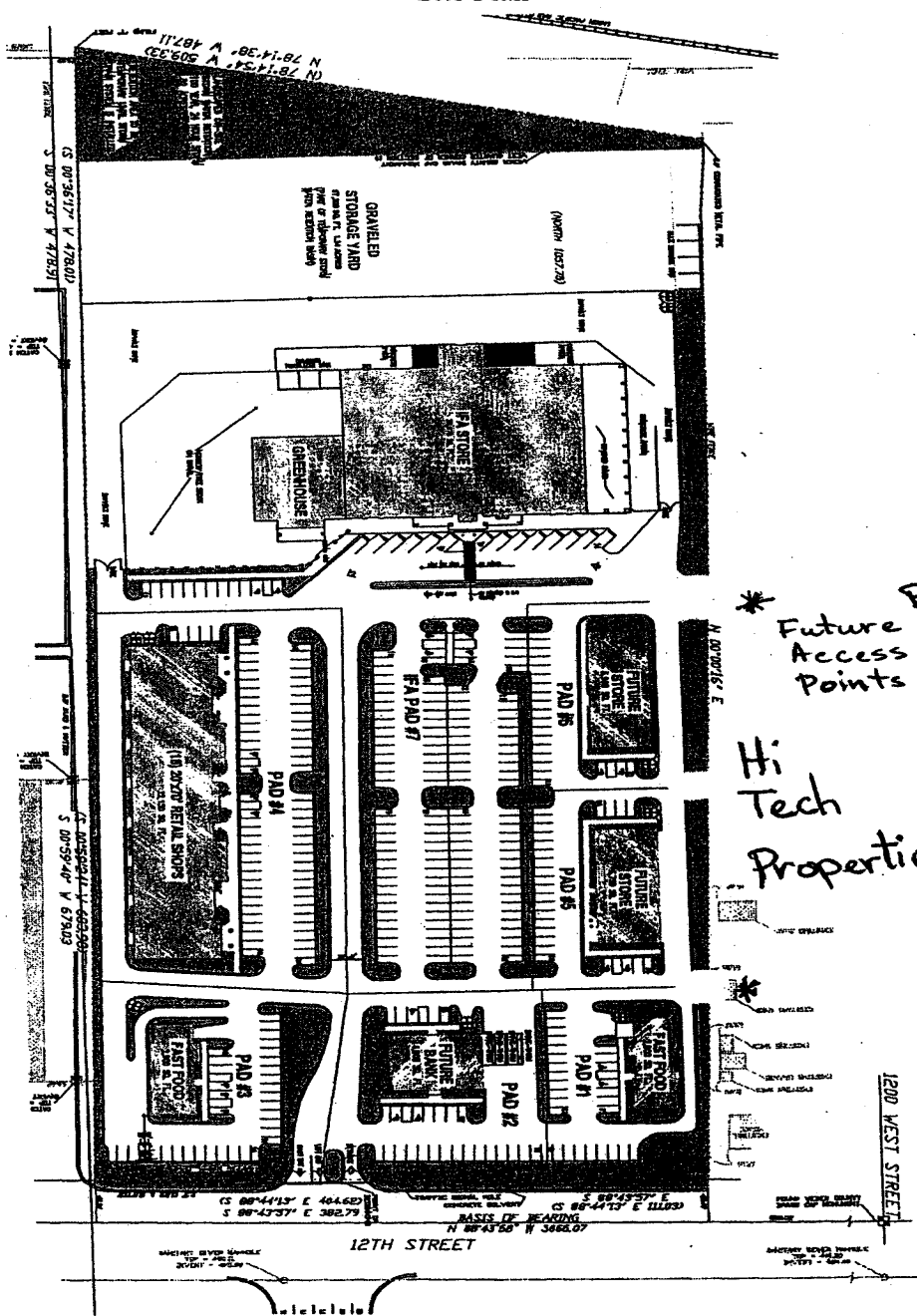


Exhibit B
Legal Description of IFA Property

The land referred to in this Commitment is located in Weber County, UT and is described as:

A PART OF THE WEST HALF OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 1 WEST, AND THE EAST HALF OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S.SURVEY:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 12TH STREET SAID POINT BEING 1057.75 FEET NORTH FROM THE WEBER COUNTY BRASS CAP MONUMENT OF THE WEST QUARTER CORNER OF SAID SECTION 19 (BASIS OF BEARINGS ESTABLISHED USING A LINE BEARING SOUTH 65°43'26" EAST BETWEEN THE EXISTING MONUMENT AND THE TOWER ON MOUNT OGDEN PEAK) AS ESTABLISHMENT IN NOVEMBER OF 1995, PREVIOUSLY MONUMENTED AT A LOCATION SOUTH 6°51'27" WEST 57.82 FEET; RUNNING THENCE SOUTH 88°44'13" EAST 404.62 FEET TO A LINE AS CALLED FOR IN BOUNDARY LINE AGREEMENT RECORDED SEPTEMBER 09, 1989, AS ENTRY NO. 1089984 IN BOOK 1568 PAGE 1232; THENCE TWO (2) COURSES ALONG AN OLD EXISTING FENCE AS CALLED FOR IN SAID AGREEMENT AS FOLLOWS: SOUTH 0°59'24" WEST 683.98 FEET AND SOUTH 0°36'17" WEST 478.01 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL PACIFIC RAILROAD COMPANY; THENCE NORTH 78°14'54" WEST 509.33 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT 111.00 FEET WEST OF SAID WEST QUARTER CORNER OF SECTION 19; THENCE NORTH 1069.49 FEET TO THE SOUTH RIGHT -OF-WAY LINE OF 12TH STREET; THENCE SOUTH 88°44'13" EAST 111.03 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

Said property is also known by the street address of:
 1069 West 12th Street, Marriott-Slaterville, UT 84404

12-233-0001-0007

Exhibit C
Legal Description of Hi-Tech Property

Parcel 1:*15-062-0100 ✓*

Part of the Northeast Quarter of Section 24, Township 6 North, Range 2 West, Salt Lake Base and Meridian described as follows: Beginning at a point on the North line of the Southern Pacific Railroad right of way, said point being 111 feet West and 18 feet North of the Southeast corner of the Northeast Quarter of Section 24, Township 6 North, Range 2 West, Salt Lake Meridian, and running thence North 969 feet; thence North 89°38' West 54 feet; thence North 85.5 feet to center of 12th Street; thence North 89°38' West 112 feet; thence South 01°07' West 1026 feet to Southern Pacific Railroad right of way; thence South 79°27' East 167.7 feet, more or less, along said right of way to place of Beginning.

Excepting any portion East of the following described line a part of the West half of Section 19, Township 6 North, Range 1 West and the East half of Section 24, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point on the South right of way line of 12th Street said point being 1057.75 feet North from the Weber County Brass Cap Monument at the West Quarter corner of said Section 19 (Basis of Bearings established using a line bearing South 65°43'26" East between the existing monument and the Towner on Mount Ogden Peak) as established in November of 1995, previously monumented at a location South 6°15'27" West 57.82 feet; and running thence North 88°44'13" West 99.40 feet to a point on the extension of an existing long-standing wire fence line and running thence South 01°21'24" West along said long-standing wire fence 1066.70 feet, more or less, to the South line of the C and LLC Property.

Parcel 2:*15-062-0100 ✓*

Part of the Northeast Quarter of Section 24, Township 6 North, Range 2 West, Salt Lake Base and Meridian described as follows: Beginning at a point 111 feet West and 987 feet North of the Southeast corner of the Northeast Quarter of Section 24, Township 6 North, Range 2 West, Salt Lake Meridian and running thence North 85.5 feet to center of 12th Street; thence North 89°38' West 54 feet; thence South 85.5 feet; thence South 89°38' East 54 feet to the place of Beginning.

Parcel 3*15-062-0053 ✓*

PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 124.24 FEET NORTH AND WEST 280.5 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 24, SAID POINT BEING ON THE NORTH LINE OF THE AMALGAMATED SUGAR COMPANY, RIGHT OF WAY AND RUNNING THENCE NORTH 0°52' EAST 1021 FEET ALONG THE EXISTING FENCE LINE TO THE FENCE LINE ON THE SOUTH SIDE OF 12TH STREET, THENCE NORTH 89°03' WEST 305.25 FEET ALONG SAID FENCE LINE TO A POINT SOUTH 89°03' EAST 4741.5 FEET SOUTH 0°07' WEST 38.65 FEET FROM THE INTERSECTION OF THE CENTER LINE OF 12TH STREET AND THE WEST LINE OF SAID SECTION 24, THENCE SOUTH 0°07' WEST 966.67 FEET TO NORTH LINE OF THE AMALGAMATED SUGAR COMPANY, RIGHT OF WAY, THENCE SOUTH 78°30' EAST 296.9 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

Exhibit 00

BSC

Legal Description of Sewer Line Easement Area

Legal description for the centerline of a 12.00 foot sewer line easement, with 6.00 feet on each side of said centerline located in the Northeast Quarter of Section 24, Township 6 North, Range 2 West, Salt Lake Base & Meridian, said centerline being more particularly described as follow:

Beginning at a point which is South 88°43'58" East 672.63 feet and South 407.45 feet from the Weber County monument in the intersection of 1200 West Street and 12th Street, said monument being West 944.56 feet and North 1119.74 feet from the East Quarter corner of said Section 24, Township 6 North, Range 2 West, Salt Lake Base & Meridian; and running thence South 76°40'46" East 167.73 feet to the point of termination.

Together with:

Beginning at a point which is South 88°43'58" East 371.96 feet and South 342.92 feet from the Weber County monument in the intersection of 1200 West Street and 12th Street, said monument being West 944.56 feet and North 1119.74 feet from the East Quarter corner of said Section 24, Township 6 North, Range 2 West, Salt Lake Base & Meridian; and running thence South 76°40'46" East 308.92 feet to the point of termination.

These easements can be altered in the future as long as the Hi Tech doesn't stop, slow or interfere with IFA and other properties to the east connected to the sewer line. Hi Tech would then record the new easements.

15-062-0053

~~15-100-0017~~

15-062-0100