

1, 2 Stewart

all blk 5 Kay B

blk 8 Kay B

blk 7 Kay B

When recorded return to  
Gregory Glissmeyer  
Woodbury Corporation  
2733 East Parleys Way, Ste. 300  
Salt Lake City Utah 84109

11-578-0001, 0002

11-100-0055, 0057

2061338  
BK 3753 PG 505

E 2061338 B 3753 P 505-517  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
03/25/2005 11:38 AM  
FEE \$38.00 Pgs: 13  
DEP RT REC'D FOR TITLE WEST TITLE  
COMPANY

00505

### CROSS EASEMENT AGREEMENT

This Agreement ("Agreement") is made and entered into this 24 day of March, 2005, by and between Gliss-Foote, L.L. C., a Nevada limited liability company, (AGliss-Foote@), and SFP-C Limited Partnership, an Oregon limited partnership (ASFP-C@).

### RECITALS

1. WHEREAS, Gliss-Foote is the owner of property as legally described in Exhibit AB@ attached hereto ("Gliss-Foote Property"), which Gliss-Foote Property is located in Davis County, Utah. The Gliss-Foote Property is depicted as Lots 1,3 and 4 on Exhibit AA@ hereto.
2. WHEREAS, SFP-C is the owner of property legally described on Exhibit AC@ attached hereto (the ASFP-C Property@), which SFP-C Property is located in Davis County, Utah, adjacent to the Gliss-Foote Property. The SFP-C Property is also depicted as Lot 2 on Exhibit AA@. (SFP-C and Gliss-Foote may hereafter be referred to individually as an AOwner@ or collectively as AOwners@).
3. WHEREAS, SFP-C and Gliss-Foote desire to grant to each other an ingress and egress easement for vehicular and pedestrian traffic approximately across the location on their respective properties as depicted on Exhibit AD,@ and as is described in Exhibit AE.@

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

1. **SFP-C GRANT OF EASEMENT.** SFP-C hereby grants to Gliss-Foote a non-exclusive easement for ingress and egress along and across the SFP-C Property legally described in the attached Exhibit AE@ attached hereto, and at the approximate location shown and highlighted on Exhibit AD@, over and across those portions of the SFP-C Property specifically designed for use by vehicular and pedestrian traffic from time to time (the "SFP-C Easement"). The SFP-C Easement specifically excludes any areas of the SFP-C Property on which a building is, or may hereafter be located. Gliss-Foote shall have the non-exclusive right to use the SFP-C Easement for the purpose of vehicular and pedestrian access only by Gliss-Foote, its tenants, licensees, invitees, guests and employees to and from the Gliss-Foote Property across the SFP-C Easement to the SFP-C Property and adjacent public right-of-ways. The easement herein granted shall not be

construed to grant any parking rights on the SFP-C Property in favor of Gliss-Foote, its tenants, licensees, invitees, guests and employees. Notwithstanding the foregoing, no Owner or tenant of the Gliss-Foote Property may use the SFP-C Easement if such Owner or tenant engages in the sales or service of automobile tires, wheels, brakes, or shocks on such party=s parcel that is a subject of this agreement, and such use amounts to ten percent (10%) or more of such party=s gross sales on such parcel.

2. GLISS-FOOTE GRANT OF EASEMENT. Gliss-Foote hereby grants to SFP-C a non-exclusive easement for ingress and egress along and across the Gliss-Foote Property legally described in the attached Exhibit AF@ attached hereto, over and across those portions of the Gliss-Foote Property specifically designed for use by vehicular and pedestrian traffic from time to time (the "Gliss-Foote Easement"). The Gliss-Foote Easement specifically excludes any areas of the Gliss-Foote Property on which a building is, or may hereafter be located. SFP-C shall have the non-exclusive right to use the Gliss-Foote Easement for the purpose of vehicular and pedestrian access only by SFP-C, its tenants, licensees, invitees, guests and employees to and from the SFP-C Property across the Gliss-Foote Easement to the Gliss-Foote Property and adjacent public right-of-ways. The easement herein granted shall not be construed to grant any parking rights on the Gliss-Foote Property in favor of SFP-C, its tenants, licensees, invitees, guests and employees.
3. INDEMNITY. Each Owner shall indemnify, defend and hold each other Owner, its successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expenses which may be incurred as a result of any act or omission of the indemnifying Owner in its use of the easement or other obligations under this Agreement. If any action, claim or demand is made against the indemnified Owner for any act or omission of the indemnifying Owner, the indemnifying Owner agrees to assume the expense and shall pay all costs, charges, attorney fees, settlements, judgment or other expenses incurred by or obtained against the indemnified Owner.
4. INSURANCE. Each Owner shall obtain and maintain at all times commercial general liability insurance insuring against claims on account of death, bodily injury or property damage that may arise from or be occasioned by the condition, use or occupancy of the Easement located on its respective parcel. Said insurance shall be obtained and maintained in a reputable insurance company or companies qualified to do business in the State of Utah with a rating in the Best's Key Rating Guide of A- Class XI or better and having limits for bodily injury or death in the amounts of not less than \$1,000,000 for injury to or death of one person, \$2,000,000 for injury to or death of more than one person in one accident, and property damage insurance in an amount of not less than \$1,000,000 (or, as an alternative, single limit coverage in the amount of \$2,000,000). Such insurance shall name each other Owner as an additional insured. From time to time and upon written request by an Owner, a certificate of insurance shall be furnished by the other Owner showing the required coverage. Such insurance shall provide that the insurance may not be canceled without at least thirty (30) days prior written notice by the

insurer to the Owner named as an additional insured and shall provide for waiver of subrogation rights. Said insurance may be carried under a "blanket" policy or policies covering other properties of providing Owner and its subsidiaries, controlling or affiliated corporations and entities.

Notwithstanding the foregoing, so long as the combined net worth of an Owner (or its tenant) and its affiliated companies that together participate in a program of self-insurance exceeds Fifty Million Dollars (\$50,000,000), such Owner shall have the right to self-insure the risk that would otherwise be covered by the insurance policies required to be maintained under this Section 4 by notifying the other Owners in writing of its intent to self-insure. In the event a self-insuring Owner's net worth falls below Fifty Million and 00/100 Dollars (\$50,000,000) or if it terminates its program of self-insurance, such Owner shall promptly give the other Owners written notice of such event accompanied by a certificate of insurance from a third-party insurance company which evidences the existence of the insurance coverage required to be maintained pursuant to the terms of this Section. SFP-C hereby declares that its tenant, Les Schwab Tire Centers of Utah, Inc., is a participant in such a qualifying program of self-insurance and hereby tenders notice that it elects to self-insure the risks contemplated herein.

5. BINDING EFFECT. All of the easements, covenants, conditions and declarations contained herein, including the benefits and burdens, shall run with the land and shall benefit and bind the heirs, successors and assigns of the parties, and all current and future owners of the benefitted and burdened parcels.
6. NO PUBLIC DEDICATION. The Easements established, granted and conveyed are for the use and benefit of Gliss-Foote and SFP-C, and their respective tenants, licensees, guests and invitees and is not intended to confer any benefit or right upon the general public.
7. DURATION. The Easements herein granted may be modified or canceled only upon the written consent of all Owners covered hereby or for other good cause as a court of competent jurisdiction may determine.
8. MODIFICATION. This Agreement shall not be modified unless expressly agreed to in writing by each of the Owners.
9. NOTICE. All notices, demands, requests and other communications required or desired to be given hereunder shall be in writing and shall be deemed delivered on the earlier of (i) posting of registered or certified mail, addressed to the addressee at its address set forth below or at such other address as such party may have specified theretofore by notice delivered in accordance with this Section, (ii) attempted delivery or refusal to accept delivery if sent by courier or other personal delivery service, or (iii) actual receipt by the addressee regardless of the method of delivery.

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If to Gliss-Foote: Gliss-Foote, L.L.C.  
2733 East Parley=s Way, Ste. 300  
Salt Lake City, UT 84109  
Attn: Gregory W. Glissmeyer

If to SFP-C: SFP-C Limited Partnership  
PO Box 667  
Prineville, OR 97701  
attn: Real Estate Managment

10. APPROVAL. Any initial construction, modifications or changes relating to the access area between the Gliss-Foote Property and the SFP-C Property made by either Owner must be approved in writing by the other Owner, which approval shall not be unreasonably withheld.


IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first above written.

[Remainder of page left intentionally blank]

GWS

Gliss-Foote, L.L.C.

**GLISS-FOOTE, L.L.C., a Nevada limited liability company**

  
\_\_\_\_\_  
Gregory W. Glissmeyer, Manager

SFP-C:

**SFP-C LIMITED PARTNERSHIP, an Oregon limited partnership**

By: \_\_\_\_\_  
G. Phillip Wick, Vice President of  
SLC-C LLC, its General Partner

Gliss-Foote, L.L.C.

**GLISS-FOOTE, L.L.C., a Nevada limited liability company**

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Gregory W. Glissmeyer, Manager

SFP-C.

**SFP-C LIMITED PARTNERSHIP, an Oregon limited partnership**

By: 

G. Phillip Wick, Vice President of  
SLC-C LLC, its General Partner

ACKNOWLEDGMENT

STATE OF )  
 :ss  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2005, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared G. Phillip Wick, Vice President of SLC-C, LLC, General Partner of SFP-C Limited Partnership, an Oregon limited partnership, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument, the persons, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

ACKNOWLEDGMENT OF TENANT  
(LLC)

STATE OF )  
 : ss.  
COUNTY OF )

On this 24 day of March, 2005, before me personally appeared Gregory W. Glissmeyer, to me personally known to be the manger of Gliss-Foote, L.L.C., a Nevada limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.



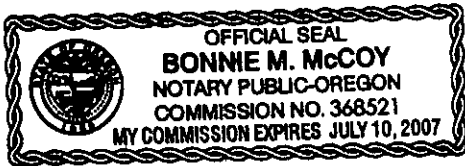
Notary Public

*[Handwritten Signature]*  
Gust

ACKNOWLEDGMENT

STATE OF Oregon )
:SS
COUNTY OF Crook )

On this 23 day of March, 2005, before me, Bonnie M. McCoy Notary Public in and for said state, personally appeared G. Phillip Wick, Vice President, SSC-B, Inc., General Partner of SFP-C Limited Partnership, an Oregon limited partnership, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument, the persons, or the entity upon behalf of which the person acted, executed the instrument.



Notary Public Bonnie M. McCoy

ACKNOWLEDGMENT OF TENANT (LLC)

STATE OF )
: ss.
COUNTY OF )

On this \_\_\_ day of \_\_\_\_\_, 2005, before me personally appeared Gregory W. Glissmeyer, to me personally known to be the manger of Gliss-Foote, L.L.C., a Nevada limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.

Notary Public





EXHIBIT B

LEGAL DESCRIPTION OF GLISS-FOOTE PROPERTY

PROPERTY SITUATED IN DAVIS COUNTY, STATE OF UTAH, TO WIT:

LOT 1 OF THE STEWART SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE DAVIS COUNTY UTAH, RECORDER'S OFFICE, SUCH PROPERTY BEING LOCATED IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

11-578-0001,0002

AND LOTS 3 AND 4 AS SHOWN ON EXHIBIT "A" DESCRIBED AS FOLLOWS:

11-100-0055, 0057

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 400 WEST STREET, SAID POINT BEING NORTH 00°39'22" EAST ALONG THE CENTERLINE OF SAID 400 WEST STREET 867.83 FEET AND NORTH 89°20'38" WEST 33.00 FEET FROM THE BRASS CAP MONUMENT AT THE INTERSECTION OF 200 NORTH STREET AND 400 WEST STREET, SAID POINT ALSO BEING NORTH 794.72 FEET AND EAST 914.75 FEET FROM THE WEST QUARTER CORNER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTHWESTERLY, NORTHEASTERLY AND SOUTHWESTERLY AS SHOWN ON RECORD OF SURVEY PREPARED BY MCNEIL ENGINEERING AND LAND SURVEYING L.C., DATED NOVEMBER 02, 2003, JOB NO. 230505 THE FOLLOWING (3) COURSES. (1) SOUTH 50°31'28" WEST 36.30 FEET, (2) NORTH 00°39'22" EAST 58.02 FEET (3) SOUTH 50°56'40" WEST ALONG A ROW OF OLD WOOD FENCE POSTS 705.11 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15; THENCE SOUTH 50°10'20" EAST ALONG SAID RIGHT-OF-WAY LINE OF INTERSTATE 15, 21.31 FEET TO THE NORTHERLY LINE OF LOT 2 STEWART SUBDIVISION, CURRENTLY IN REVIEW WITH KAYSVILLE CITY; THENCE SOUTH 89°28'13" EAST ALONG SAID NORTHERLY LINE 553.65 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF 400 WEST STREET; THENCE NORTH 00°39'22" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 428.14 FEET TO THE POINT OF BEGINNING.

CONTAINS: 3.226 ACRES.

6wb

00515

EXHIBIT C

LEGAL DESCRIPTION OF SFP-B PROPERTY

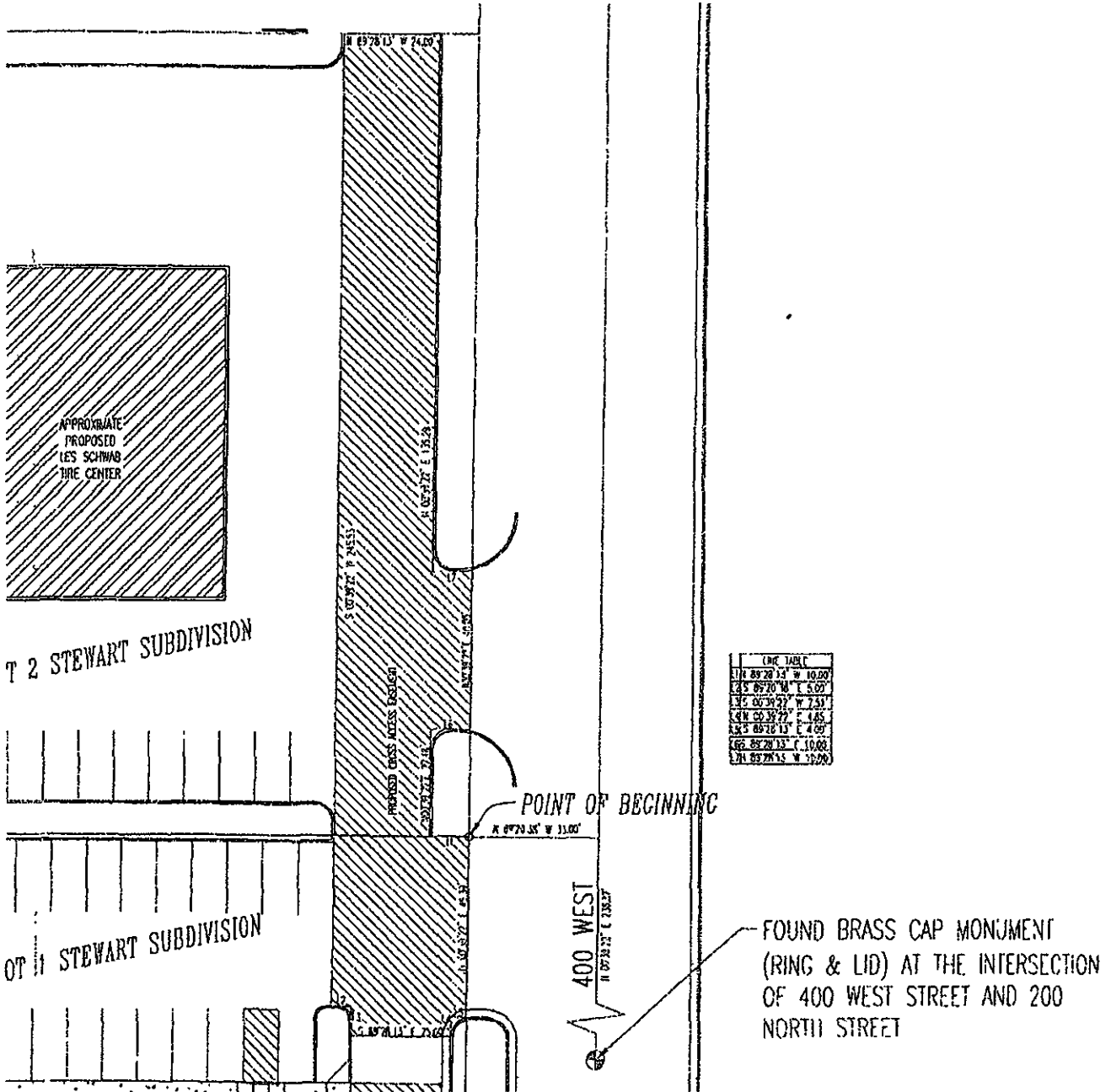
PROPERTY SITUATED IN DAVIS COUNTY, STATE OF UTAH, TO WIT:

LOT 2 OF THE STEWART SUBDIVISION ACCORDING TOT HE OFFICIAL PLAT  
THEREOF AS RECORDED IN THE DAVIS COUNTY UTAH, RECORDER'S OFFICE, SUCH  
PROPERTY BEING LOCATED IN THE NORTHWEST QUARTER AND THE SOUTHWEST  
QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE  
AND MERIDIAN.

6W5

EXHIBIT D

00516



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## EXHIBIT E

## CROSS ACCESS EASEMENT (3/4/05)

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 OF THE PROPOSED STEWART SUBDIVISION, AS CURRENTLY IN REVIEW WITH KAYSVILLE CITY, SAID POINT BEING ON THE EASTERLY LINE OF BLOCK 5, PLAT B, KAYSVILLE TOWNSITE SURVEY, SAID POINT ALSO BEING ON THE WESTERLY LINE OF 400 WEST STREET, SAID POINT ALSO BEING NORTH 00°39'22" EAST 236.87 FEET AND NORTH 89°20'38" WEST 33.00 FEET FROM THE BRASS CAP MONUMENT AT THE INTERSECTION OF 200 NORTH STREET AND 400 WEST STREET, AND RUNNING THENCE NORTH 89°28'13" WEST 10.00 FEET; THENCE NORTH 00°39'22" EAST 27.47 FEET; THENCE SOUTH 89°28'13" EAST 10.00 FEET, THENCE NORTH 00°39'22" EAST 40.05 FEET; THENCE NORTH 89°28'13" WEST 10.00 FEET, THENCE NORTH 00°39'22" EAST 135.29 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2, THENCE NORTH 89°28'13" WEST ALONG SAID NORTH LINE 24.00 FEET; THENCE SOUTH 00°39'22" WEST 245.53 FEET; THENCE SOUTH 89°20'38" EAST 5.00 FEET; THENCE SOUTH 00°39'22" WEST 7.51 FEET; THENCE SOUTH 89°28'13" EAST 25.00 FEET; THENCE NORTH 00°39'22" EAST 4.85 FEET; THENCE SOUTH 89°28'13" EAST 4.00 FEET TO THE SAID WESTERLY LINE OF 400 WEST STREET; THENCE NORTH 00°39'22" EAST ALONG SAID WESTERLY LINE OF 400 WEST STREET 45.39 FEET TO THE POINT OF BEGINNING.

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