

WHEN RECORDED, RETURN TO:

CALLISTER, NEBEKER & McCULLOUGH  
Attn: Steven E. Tyler, Esq.  
800 Kennecott Building  
Salt Lake City, Utah 84133

ENT 12919 BK 3630 PG 542 -  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1995 MAR 2 4:16 PM FEE 24.00 BY MB  
RECORDED FOR AFFILIATED TITLE COMPANY IN

## CROSS EASEMENT AGREEMENT

THIS CROSS EASEMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 5<sup>th</sup> day of March, 1995, by and between NFT TRANSPORTATION, INC., a Utah corporation (hereinafter "NFT"), and GRANITE FURNITURE, INC., a Utah corporation (hereinafter "Granite").

### R E C I T A L S:

A. NFT is or is about to become the owner of that certain real property located in Utah County, State of Utah and more particularly described as follows (hereinafter the "NFT Property"):

BEGINNING AT A POINT SOUTH 89°24'38" EAST 660.00 FEET AND SOUTH 00°44'38" EAST 16.62 FEET FROM THE NORTHWEST QUARTER CORNER OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 2 EAST, S.L.B. & M. AND RUNNING THENCE SOUTH 89°13'36" EAST 113.37 FEET; THENCE SOUTH 00°50'00" WEST 199.56 FEET; THENCE EAST 219.16 FEET; THENCE SOUTH 341.63 FEET; THENCE NORTH 89°10'44" WEST 385.37 FEET; THENCE NORTH 00°46'60" EAST 431.59 FEET; THENCE NORTH 89°15'52" EAST 49.75 FEET; THENCE NORTH 00°02'16" EAST 104.98 FEET TO THE POINT OF BEGINNING

NFT desires to construct one or more buildings and other improvements on the NFT Property.

B. Granite is the owner of that certain real property located in Utah County, State of Utah contiguous to and to the West of the NFT Property (hereinafter the "Granite Property"). Granite desires to construct one or more buildings and other improvements on the Granite Property.

C. The Granite Property and the NFT Property are contiguous to each other and have frontage on 1300 South Street in Orem, Utah. 1300 South Street is a limited access street and the City of Orem and the Utah Department of Transportation will only permit one entranceway from 1300 South Street to be shared by the Granite Property and the NFT Property. NFT and Granite desire to grant each other cross easements in the manner set forth below in order to permit each of them to have full access to and use of the entranceway from 1300 South Street to their respective properties.

NOW, THEREFORE, for and in consideration of the covenants and promises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged by the parties to this Agreement, NFT and Granite do each hereby promise and agree as follows:

1. **GRANT OF EASEMENT BY NFT.** NFT hereby gives and grants to Granite and its successors and assigns and their respective invitees, agents, tenants, servants, visitors, and licensees (hereinafter the "Permitted Granite Users"), a non-exclusive easement and right-of-way (hereinafter the "Access Easement") over and across the following described property situated in Utah County, State of Utah, and more particularly described as follows (hereinafter the "NFT Burdened Parcel"):

TOGETHER WITH AND SUBJECT TO A RIGHT-OF-WAY OVER THE WEST THIRTY FEET BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT SOUTH 89°24'38" EAST 660.45 FEET ALONG SECTION LINE AND SOUTH 01°11'14" EAST 121.59 FEET AND SOUTH 89°15'52" WEST 22.57 FEET FROM THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 2 EAST, S.L.B.&M. AND RUNNING THENCE SOUTH 89°15'52" WEST 30.01 FEET; THENCE SOUTH 00°47'00" WEST 431.59 FEET; THENCE NORTH 89°13'06" WEST 30.00 FEET; THENCE NORTH 00°47'00" EAST 432.39 FEET TO THE POINT OF BEGINNING.

The NFT Burdened Parcel shall be burdened by the Access Easement and the Access Easement shall be for the use and benefit of the Granite Property. The Access Easement shall be used exclusively for providing the Permitted Granite Users ingress to and egress from the Granite Property and 1300 South Street. The Access Easement shall be used in such manner as to do no unreasonable damage to the NFT Burdened Parcel and the improvements located on the NFT Burdened Parcel.

2. **GRANT OF EASEMENT BY GRANITE.** Granite hereby gives and grants to NFT and its successors and assigns and their respective invitees, agents, tenants, servants, visitors, and licensees (hereinafter the "Permitted NFT Users"), a non-exclusive easement and right-of-way (hereinafter the "Entranceway Easement") over and across the following described property situated in Utah County, State of Utah, and more particularly described as follows (hereinafter the "Granite Burdened Parcel"):

BEGINNING AT A POINT SOUTH 00°44'08" EAST 560.26 FEET AND WEST 570.27 FEET FROM THE NORTHWEST QUARTER CORNER OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 2 EAST, S.L.B.&M. AND RUNNING THENCE NORTH 00°47'00" EAST 80.00 FEET; THENCE NORTH 31°27'53" EAST 52.91 FEET; THENCE NORTH 00°47'00" EAST 125.50 FEET; THENCE NORTH 89°13'06" WEST 27.00 FEET TO THE POINT OF BEGINNING.

The Granite Burdened Parcel shall be burdened by the Entranceway Easement and the Entranceway Easement shall be for the use and benefit of the NFT Property. The Entranceway Easement shall be used exclusively for providing the Permitted NFT Users ingress to and egress from the NFT Property and 1300 South Street. The Entranceway Easement shall be used in such manner as to do no unreasonable damage to the Granite Burdened Parcel and the improvements located on the Granite Burdened Parcel.

3. **CONSTRUCTION OF IMPROVEMENTS.** The sidewalk, curb, gutter, curb-cut and entranceway from 1300 South Street to the Granite Property and the NFT Property (hereinafter the "Entranceway Improvements") shall be constructed in the location and manner shown on the site plan dated February 23, 1995, prepared by James R. Child Associates, Architects, and attached hereto as Exhibit "A" and by this reference made a part hereof (hereinafter the "Site Plan"). In the event that Granite is first prepared to substantially complete its improvements to the Granite Property, Granite may construct the Entranceway Improvements and pave the Access Easement and the Entranceway Easement. In the event that NFT is first prepared to substantially complete the construction of improvements to the NFT Property, NFT may construct the Entranceway Improvements and pave the Entranceway Easement, those portions of the Access Easement which are contiguous to the Entranceway Easement and the Easterly one-half of the remaining portions of the Access Easement, and the Westerly one-half of such remaining portions of the Access Easement shall be paved by Granite at the time that Granite is prepared to substantially complete the construction of its improvements to the Granite Property; provided, however, that in the event such Westerly one-half of the Access Easement has not been paved at least twenty days prior to the time that NFT is ready to open for business on the NFT Property, NFT shall have the right to thereafter complete the improvement of the Westerly one-half of the Access Easement. In all events and without regard to which party actually constructs the Entranceway Improvements and which party paves the Entranceway and Access Easements, the cost of all such improvements shall be born equally by NFT and Granite and each shall promptly, upon demand therefore, reimburse the other for their respective share of the cost of such improvements. NFT and Granite shall each promptly repair and restore the Entranceway Improvements, the Entranceway Easement and the Access Easement in the event that any damages are caused to such improvements in the course of constructing improvements to their respective properties. All construction on the Entranceway Improvements, the Entranceway Easement and the Access Easement shall be performed in a first class and good and workmanlike manner and in a manner that complies in all respects with the requirements of the City of Orem, the Utah Department of Transportation and any other state or municipal agency having jurisdiction over the Granite Property and/or the NFT Property. The Entranceway Improvements, the Entranceway Easement, and the Access Easement

shall be engineered and constructed in a manner that is sufficient for the use by heavy equipment and trucks.

4. **MAINTENANCE.** NFT and Granite shall each be responsible, at their own expense, for the maintenance and repair of those portions of the entranceway, Entranceway Easement, and Access Easement as are located on their respective properties.

5. **COVENANTS RUN WITH THE LAND.** The covenants and obligations of NFT and Granite under this Agreement run with the land and are a burden respectively on the NFT Property and the Granite Property for the respective benefit of the Granite Property and the NFT Property.

6. **UTAH LAW.** This Agreement shall be interpreted pursuant to the laws of the State of Utah.

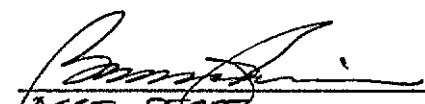
7. **ATTORNEY'S FEES.** In the event that either party should be required to retain an attorney because of the default or breach of the other or to pursue any other remedy provided by law, then the non-breaching or non-defaulting party shall be entitled to a reasonable attorney's fee, whether or not the matter is actually litigated.

8. **BINDING AGREEMENT.** This Agreement shall be binding on the heirs, successors, and assigns of each of the parties hereto.

DATED the day and year first above written.

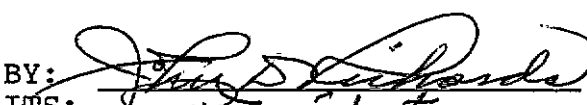
**NFT:**

**NFT TRANSPORTATION, INC.**

BY:   
ITS: ASST. SECT.

**GRANITE:**

**GRANITE FURNITURE, INC.**

BY:   
ITS: President

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

The foregoing instrument was acknowledged before me this 2  
day of March, 1995, by \_\_\_\_\_,  
of NFT TRANSPORTATION, INC., a Utah corporation.

*A. Lavar Rueckert*  
NOTARY PUBLIC


My Commission Expires:  
\_\_\_\_\_

Residing At:  
Salt Lake City

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

The foregoing instrument was acknowledged before me this 2  
day of March, 1995, by John D. Richards, President of  
GRANITE FURNITURE, INC., a Utah corporation.

*A. Lavar Rueckert*  
NOTARY PUBLIC

MY Commission Expires:  
 Notary Public  
A. LAVAR RUECKERT  
1050 East 2100 South  
Salt Lake City, Utah 84106  
My Commission Expires  
April 22, 1998  
State of Utah

Residing At:  
Salt Lake City

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

The foregoing instrument was acknowledged before me this 1st  
day of March, 1995, by BRAD EICHERS, Asst. Sec.



OF ART TRANSFORMATION, INC., a Utah corporation.

*Mark Charles Harris*  
NOTARY PUBLIC

My Commission Expires:  
10-27-97

Residing At:  
OREM UT

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

The foregoing instrument was acknowledged before me this \_\_\_  
day of March, 1995, by \_\_\_\_\_, \_\_\_\_\_ of  
GRANITE FURNITURE, INC., a Utah corporation.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

Residing At:  
\_\_\_\_\_

APPROVED AND ACCEPTED BY THE  
UNDERSIGNED AS TRUST DEED  
BENEFICIARIES

\_\_\_\_\_  
Dick W. Burr

\_\_\_\_\_  
Myrth L. Burr

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

The foregoing instrument was acknowledged before me this \_\_\_\_  
day of March, 1995, by Dick W. Burr.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Residing At:

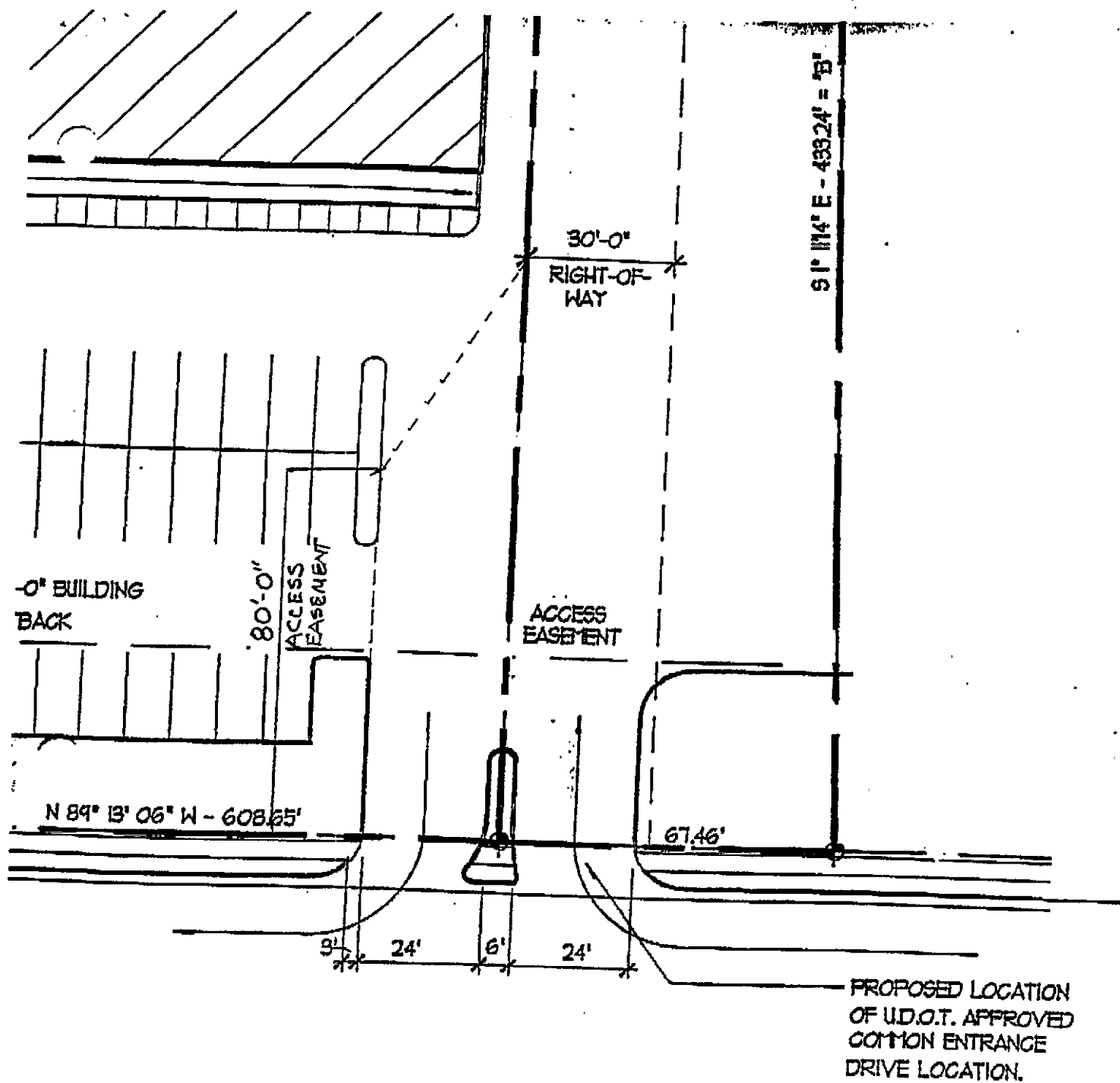
\_\_\_\_\_  
STATE OF UTAH                    )  
  ) ss.  
COUNTY OF SALT LAKE            )

The foregoing instrument was acknowledged before me this \_\_\_\_  
day of March, 1995, by Myrth L. Burr.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Residing At:



S 1° 11' 14" E - 433.24' = 'B'

ENT 12919 BK 3630 PG 549

EXHIBIT A

LOCATION OF EXISTING ACCESS DRIVE @ SOUTH SIDE OF STREET