

7371830

WHEN RECORDED MAIL TO:

Wesco Leasing, L.L.C.
515 South 700 East
Salt Lake City, UT 84102
Attn: Jerry M. Place

7371830
06/02/99 09:40 AM 28.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
WESCO LEASING
515 S 700 E
SLC UT 84102
REC BY:V VEGA DEPUTY - WI

CROSS EASEMENT AGREEMENT

THIS CROSS EASEMENT AGREEMENT dated this 27th day of May, 1999 by and between Wesco Leasing, L.L.C., a Utah limited liability company ("WESCO") located at 515 South 700 East, Suite 1A, Salt Lake City, UT 84102 and A & Z Produce #2, a Utah partnership ("A&Z") located at 366 West 500 South, Salt Lake City, UT 84101.

RECITALS

- 1.1 WESCO is the owner of the Western Nut property more particularly described on Exhibit "A" attached hereto; and
- 1.2 A&Z is the owner of the A & Z Produce property adjacent to the Western Nut property. The A&Z property is more particularly described on Exhibit "B" attached hereto; and
- 1.3 WESCO and A&Z desire to impose cross easements upon the use of the above described properties.

CROSS EASEMENTS

- 2.1 WESCO hereby grants to A&Z and its tenants (including their permitted subtenants, permitted assignees, employees, invitees and agents) a non-exclusive vehicular easement for ingress and egress only over and across that portion of the parcel described in Exhibit "A" as outlined on Exhibit "C" attached hereto. Any improvements to the WESCO easement parcel shall be made by A&Z only with the prior written approval of WESCO, which approval will not be unreasonably withheld. A&Z will pay for all improvements they make to the easement property and will keep the easement property free of liens and encumbrances.
- 2.2 A&Z hereby grants to WESCO and its tenants (including their permitted subtenants, permitted assignees, employees, invitees and agents) a vehicular parking easement for 35 cars from November 15th to December 31st of each year during the term hereof. A&Z will designate in writing each year by November 1st the location of the 35 parking spaces. In the event A&Z fails to designate the parking spaces by November 1st, then

BK8282PG5855

WESCO shall have the right to use the parking spaces designated for the previous year.

- 2.3 The easements granted herein shall expire and be of no further force and effect after December 31, 2004 unless sooner terminated by written agreement of both parties. Notwithstanding the foregoing, the easements granted herein will continue from year to year after December 31, 2004 unless terminated by either party upon ninety (90) days written notice to the other party.

MAINTENANCE OF EASEMENT AREAS

- 3.3 Each party shall maintain and keep in good repair the driveways and parking areas on their respective property which are part of this easement. Each party shall at all times maintain insurance against claims for personal injuries arising out of the uses permitted herein in the amount of not less than One Million Dollars (\$1,000,000) and for Three Hundred Thousand Dollars (\$300,000) for injury to property. All such policies shall name the other party as an additional insured.


DISPUTES


- 3.4 In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred to enforce the provisions of this Agreement.

The terms hereof and all restrictions upon the property created hereby shall be binding upon all persons holding any legal or equitable interest in said properties and shall be enforceable by the parties hereto and any tenants of either party by legal or equitable relief, including, but not limited to injunctive and monetary relief. The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

WESCO LEASING, L.L.C.

A & Z PRODUCE # 2

By: 
Manager

By: 
Partner

STATE OF UTAH

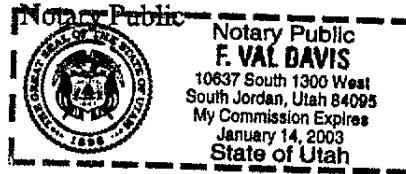
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 28 day of May, 1999, by Jerry M. Place, the Manager of Wesco Leasing, L.L.C., a Utah Limited Liability Company.

F. Val Davis

STATE OF UTAH

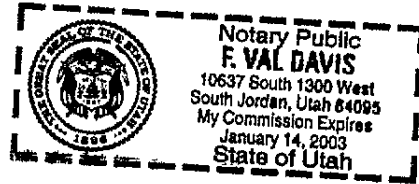
COUNTY OF SALT LAKE



The foregoing instrument was acknowledged before me this 28 day of May, 1999, by Clifton C. Clark a Partner of A & Z Produce #2, a Utah partnership.

F. Val Davis

Notary Public



BK8282PG5857

CROSS EASEMENT AGREEMENT

EXHIBIT "A"

PARCEL 1:

COMMENCING 8.03 feet West of the Northeast corner of Lot 7, Block 43, Plat "A", Salt Lake City Survey and running thence West 321.97 feet; thence South 82.5 feet; thence East 321.97 feet; thence North 0°13'17" East 82.5 feet to the point of beginning.

PARCEL 2:

BEGINNING AT A POINT North 147.5 feet from the Southwest corner of Lot 8, Block 43, Plat "A", Salt Lake City Survey, and running thence North 100 feet; thence East 330 feet; thence South 140 feet; thence West 132 feet; thence North 40 feet; thence West 198 feet to the point of beginning.

EXCEPTING therefrom the following described property:

Beginning at a point 5 rods South along the East line of Lot 7, Block 43, Plat "A", Salt Lake City Survey, from the Northeast corner of said Lot 7; thence South 140.00 feet along the East line of said Lot 7 and 8; thence West 8.02 feet; thence North 0°11'17" East 140.00 feet; thence East 8.03 feet to the point of beginning.



EXHIBIT "B"
DEED DESCRIPTION

PARCEL NO. 1

Beginning at a point 182 feet North and 8.02 feet West from the Southeast Corner of Block 43, Plat "A", Salt Lake City Survey, and running thence South 3 feet to a point of tangency with a 1.0 foot radius curve to the right; thence Southwesterly 0.982 feet along the arc of said curve; thence South 56°30' West 70.0 feet to a point of tangency with a 19.0 foot radius curve to the right; thence Westerly 6.035 feet along the arc of said 19.0 foot radius curve; thence South 74°42' West 19.127 feet; thence West 74.238 feet to a point which is 132 feet North and 165 feet West from the Southeast corner of said Block 43, Plat "A", Salt Lake City Survey, and running thence North 33 feet; thence West 10 rods, thence North 147.5 feet; thence East 198 feet; thence South 40 feet; thence East 123.95 feet to the West line of State Road Commission property; thence South 0°13'17" West 90.50 feet to the point of beginning.

PARCEL NO. 2

A Parcel of land situated in Lot 2, Block 43, Plat "A", Salt Lake City Survey. The boundaries of said parcel of land are described as follows:

Beginning 57.75 feet West and 7.93 feet North from the Southeast corner of said Lot 2, and running thence Northeasterly 72.45 feet along the arc of a 61.50 foot radius curve to the right (Note. Tangent to said curve at its point of beginning bears North); thence Northeasterly 21.42 feet along a straight line to the East line of said Lot 2, at a point 92.05 feet South of the Northeast corner of said Lot 2, thence North 92.05 feet; thence West 57.75 feet; thence South 157.07 feet to the point of beginning.

PARCEL NO. 3

A Parcel of land situated in Lot 1, Block 43, Plat "A", Salt Lake City Survey. The boundaries of said parcel of land are described as follows:

Beginning 72.95 feet North from the Southwest corner of Lot 1, and running thence North 92.05 feet; thence East 165.0 feet; thence South 23.74 feet; thence Southwesterly 178.59 feet along a straight line to the point of beginning.

Together with an easement in common with others over, along, and across the following described tract of land in Salt Lake County, Utah, to-wit:

A strip of land 17 feet wide being 8.5 feet in width on each side of the center line of a railroad spur track as now located in the South half of Lot 3, Block 43, Plat "A", Salt Lake City Survey, the center line of said spur track being more particularly described as follows:

Beginning at a point 102.5 feet, more or less, South of the Northwest corner of Lot 3, Block 43, Plat "A", Salt Lake City Survey, and running Southeasterly to a point 32.5 feet North and 47.07 feet East of the Southwest corner of said Lot 3, Block and Plat aforesaid; thence South 63°23'30" East 18.3 feet, thence South 68°47'30" East 18.78 feet; thence South 73°20'30" East 18.84 feet, more or less, to a point 12.13 feet North of the South line of said Lot 3, and running thence Southeasterly 50 feet, more or less, to a point 10 feet North of the South line of said Lot 3, and thence East 181 feet, more or less, to the East line of said Lot 3.

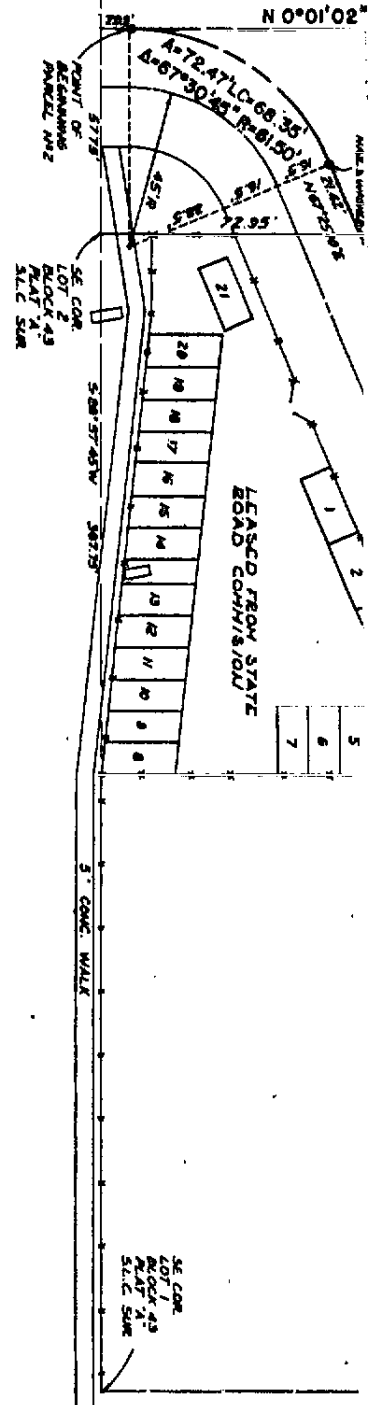
With the right to extend said railroad spur track into Lot 8, Block 43, Plat "A", Salt Lake City Survey, and to use said spur track as appurtenant to the first above described parcel of land.

BK8282PG5859

500 WEST STREET

N 0° 01' 01" W 792.06'
(BASIS OF BEARING)

600 SOUTH STREET



500 SOUTH STREET

N 88° 57' 40" E 794.97'

SALT LAKE CITY MONUMENTS (FOUND)

PROPERTY LINE

MAIL & AAA ENG TAG

REBAR & AAA ENG CAP

AAA ENGINEERING & DRAFTING, INC.
1885 SOUTH MAIN, SUITE 12
SALT LAKE CITY, UTAH 84115

PROJECT LOCATION
444 SOUTH 300 WEST
SALT LAKE CITY, UTAH

CROSS EASEMENT AGREEMENT

EXHIBIT "C"

