

**WHEN RECORDED, MAIL TO:**

Bradley R. Helsten, Esq.  
 NELSON CHRISTENSEN & HELSTEN  
 68 South Main Street, Suite 600  
 Salt Lake City, UT 84101

9282906  
 01/26/2005 11:33 AM \$31.00  
 Book - 9087 Pg - 4761-4771  
**GARY W. OTT**  
 RECORDER, SALT LAKE COUNTY, UTAH  
 NELSON CHRISTENSEN & HELSTEN  
 68 S MAIN ST 6TH FLOOR  
 SLC UT 84101  
 BY: ZJM, DEPUTY - WI 11 P.

**CROSS-EASEMENT AGREEMENT**

THIS CROSS-EASEMENT AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of November, 2004 by and between T.C. Enterprise Investments, L.C., a Utah limited liability company ("TC"), as Grantor and Stillwater Trust dated January 1, 1999, ("Stillwater"), as Grantee

WHEREAS, TC is the owner of a certain parcel of real property located in Salt Lake County, Utah described in the attached Exhibit "A" ("TC Property"); and

WHEREAS, Stillwater is the owner of certain adjoining real property located in Salt Lake County, Utah described in the attached Exhibit "B" ("Stillwater Property"); and

WHEREAS, the parties desire to create a cross-access easement for ingress and egress across the parties' respective properties for the benefit of the other party's property on terms and conditions set forth below; and

WHEREAS, the parties desire to create a cross-easement for parking of vehicles on the parties' respective properties for the benefit of the other party's property on terms and conditions set forth below;

THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties covenant, grant and agree as follows:

1. Grant of Cross-Access Easements.
  - a. TC as owner of the TC Property hereby grants to Stillwater, as owner of the Stillwater Property, a nonexclusive easement over and across that portion of the TC Property as shown on Exhibit "C" ("TC Easement") for the purpose of ingress, egress, access, passing and repassing through and across the paved approaches, driveways and paved surfaces of the TC Easement of general pedestrian and motorized vehicular traffic by the parties, their tenants, invitees, guests and customers to and from the benefited and burdened properties. Such TC Easement shall burden the TC Property, and shall be for the benefit of and appurtenant to the Stillwater Property.

- b. Stillwater as owner of the Stillwater Property hereby grants to TC, as owner of the TC Property, a nonexclusive easement over and across that portion of the Stillwater Property as shown on Exhibit "C" ("Stillwater Easement") for the purpose of ingress, egress, access, passing and repassing through and across the paved approaches, driveways and paved surfaces of the Stillwater Easement of general pedestrian and motorized vehicular traffic by the parties, their tenants, invitees, guests and customers to and from the benefited and burdened properties. Such Stillwater Easement shall burden the Stillwater Property, and shall be for the benefit of and appurtenant to the TC Property.

2. Grant of Parking Easements.

- a. TC as owner of the TC Property hereby grants to Stillwater, as owner of the Stillwater Property, a nonexclusive easement over and across that portion of the TC Property as shown on Exhibit "C" for the purpose of parking of vehicles by the parties, their tenants, invitees, guests and customers within the "Parking Easement Areas" designated on Exhibit "C." Such parking easement shall burden the TC Property, and shall be for the benefit of and appurtenant to the Stillwater Property.
- b. Stillwater as owner of the Stillwater Property hereby grants to TC, as owner of the TC Property, a nonexclusive easement over and across that portion of the Stillwater Property as shown on Exhibit "C" for the purpose of parking of vehicles by the parties, their tenants, invitees, guests and customers within the "Parking Easement Areas" designated on Exhibit "C." Such parking easement shall burden the TC Property, and shall be for the benefit of and appurtenant to the Stillwater Property.

The parking easements created hereby expressly exclude the storage of vehicles (parking of a vehicle for more than a 24 hour period) in the "Parking Easement Areas."

3. Maintenance and Improvements. Each party shall, at its own expense, perform such repairs, maintenance, and construct improvements, as may be reasonably necessary to maintain the Easement Area on its own property in a manner consistent with the nature, use and occupancy of the property.

4. Non-Exclusive. The Easements granted hereby shall be non-exclusive; provided, that neither party shall use or permit any use of its own property which unreasonably interferes with the other party's use of the Easement Area as permitted hereunder.

5. No Barriers. No walls, fences, or barriers of any kind shall be constructed or maintained on the Easement Area, or any portion thereof, by any party which shall prevent or impair the use or exercise of the easements granted herein, or the free access and movement, including without limitation, of pedestrians and vehicular traffic between the properties;

P:\Carol Work\BRH\Mangum\Old Mill\Easement.doc

provided, however, reasonable traffic controls approved in advance by the other party (which approval shall not be unreasonably withheld or delayed) as may be necessary to guide and control the orderly flow of traffic may be installed so long the Easement Areas are not closed or blocked. The only exceptions to this provision shall be for incidental, temporary encroachments upon the Easement Areas which may occur as a result of the use of the ladders, scaffolding, barricades and similar facilities, or for incidental, immaterial and temporary encroachments upon the Easement Areas which may occur in conjunction with the construction, maintenance or repair of buildings and improvements, so long as such construction, maintenance or repair is being diligently pursued, and/or for temporary blockage of certain areas deemed necessary by the parties to prevent a public dedication of an easement or access right.

6. Right to Relocate. The parties shall have the right to change the configuration of the paved approaches, driveways and paved surfaces of their respective easement areas so long as the material benefits of the easements granted herein are not negatively affected.

7. Limited Representations and Warranties. Each party represents and warrants to the other party that it is the owner of its respective property, that it has authority to grant the easements without the need for any notice to, consent of or subordination by, any other person or entity, and that such easement is free and clear of all liens, encumbrances and restrictions except those appearing of record.

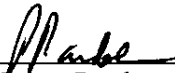
8. Indemnity. Each party agrees to indemnify, defend and hold harmless the other party from and against any claims, liability, damages or costs ("Claims") arising out of or relating to the use by the party, its invitees, guests or customers of the other party's portion of the Easement Area unless such Claims are the result of the negligence or intentional act or omission of the other party.

8. No Merger the easements granted herein shall not be extinguished based on merger of the title or common ownership of the TC Property and the Stillwater Property unless expressly terminated by the owner by recorded instrument.

9. Successors and Assigns. This Agreement shall not impair the right of either party to hereafter convey any interest in any or all of the property burdened or benefited hereby, provided that any such conveyance is subject hereto. The easements shall not be conveyed or assigned separately from the benefited property to which it is appurtenant. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

STILLWATER TRUST,  
dated January 1, 1999

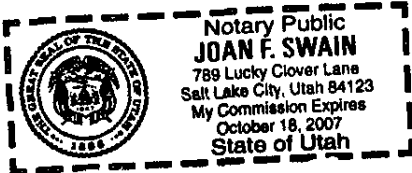
T.C. ENTERPRISE INVESTMENTS, L.C.  
a Utah limited liability company

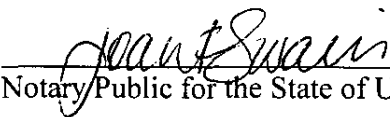
  
By: Perry Pardoe  
Its: Trustee

  
By: William Derk Pardoe  
Its: Managing Member

STATE OF UTAH )  
 :SS.  
COUNTY OF SALT LAKE )

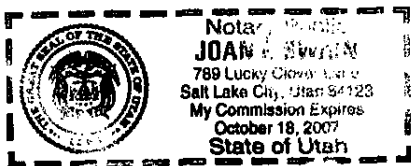
On this 18 day of November, 2004, personally appeared before me Perry Pardoe the signer of the foregoing instrument who duly acknowledged to me that he is the Trustee of The Stillwater Trust, is authorized to execute this document on behalf of Stillwater Trust, and that he executed the same.



  
Notary Public for the State of Utah

STATE OF UTAH )  
 :SS.  
COUNTY OF SALT LAKE )

On the 18 day of November, 2004, personally appeared before me William Derk Pardoe, the signer of the foregoing instrument who duly acknowledged to me that he is the Managing Member of T.C. Enterprise Investments, L.C., a Utah limited liability company, is authorized to execute this document on behalf of said company, and that he executed the same.



  
Notary Public for the State of Utah

EXHIBIT "A"  
Legal Description of TC Property

SEE ATTACHED

Exhibit A

①

Return To:  
U.G.P.D.-UTAH, L.C.  
3453 Stone Mountain Lane  
Sandy, Utah 84092

7717780  
09/17/2000 09:58 PM 10.00  
Book 6507 Page 3898  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
BY: JRM, DEPUTY - WI 1 P.

7717780

WARRANTY DEED

INVESTMENTS  
T.C. ENTERPRISE/, L.C., a Utah Limited Liability Company

grantor  
of Sandy, County of Salt Lake, State of Utah, hereby  
CONVEYS and WARRANTS to

U.G.P.D.-UTAH, L.C., a Utah Limited Liability Company

grantee  
of Sandy, County Salt Lake, State of Utah,  
for the sum of TEN DOLLARS AND NO/100 -----DOLLARS,  
and other good and valuable consideration

the following described tract of land in Salt Lake County,  
State of Utah:

BEGINNING at a point North 00°03'09" west along the quarter section line 755.59 feet and South 89°25'08" East 292.73 feet and North 12°16'59" East 323.61 feet and South 77°11'17" East 120.93 feet from the center section corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South 12°55'06" West 23.67 feet; thence South 77°11'17" East 236.63 feet; thence South 24°31'47" East 240.76 feet; Thence North 89°25'08" West 512.20 feet; Thence North 12°16'59" East 323.61 feet; Thence South 77°11'17" East 120.93 feet to the point of BEGINNING.

FOR REFERENCE PURPOSES ONLY: Tax Parcel/Serial No. 22-23-251-016

SUBJECT TO current general taxes, easements, restrictions and rights of way of record.

WITNESS, the hand of said grantor, this 12<sup>th</sup> day of, September A.D. 2000

T.C. ENTERPRISE INVESTMENTS, L.C., a Utah Limited Liability Company

By: William Derk Pardoe / Manager  
William Derk Pardoe, Manager

STATE OF Utah )  
  ) ss.  
COUNTY OF Salt Lake )

On the 12th day of September A.D. 2000, personally appeared before me William Derk Pardoe, Manager of T.C. ENTERPRISE INVESTMENTS, L.C., a Utah Limited Liability Company. The signer of the within instrument, who duly acknowledged to me that he executed the same, for and on behalf of T.C. ENTERPRISE INVESTMENTS, L.C., a Utah Limited Liability Company, as manager therein.

Michelle Liechty  
NOTARY PUBLIC  
Residing at:  
Centerville

My Commission Expires:  
07-17-2004

LTC #24361 (R-O)



BK 9087 PG 4766

EXHIBIT "B"  
Legal Description of Stillwater Property

*SEE ATTACHED*

9169624

EXHIBIT B

After recording, mail to:  
Grantee  
5999 South 2400 West  
Mt. Sterling, Utah 84339

(corrected quit-claim deed)

**QUIT-CLAIM DEED**

~~9169624~~  
~~09/10/2004 11:05 AM #12-09~~  
~~Book 9036 Pg 457-458~~  
~~GARY W. OTT~~  
~~RECORDER, SALT LAKE COUNTY, UTAH~~  
~~STILLWATER TRUST~~  
~~5999 S 2400 W~~  
~~MT STERLING UT 84339~~  
~~BY: ZJM, DEPUTY - WT ZP.~~

UGPD Utah LC  
GRANTOR of Salt Lake County, State of Utah,

Hereby QUIT-CLAIMS to

**STILLWATER TRUST**  
GRANTEE of Cache County, State of Utah  
Trustee: Perry Pardoe

For the sum of Ten Dollars and other good and valuable consideration, all right, claim and interest in and to the following described tract (s) of land in Salt Lake County, State of Utah:

See Exhibit "A" attached hereto and made a part hereof

Tax ID: 22-23-251-024-0000

Subject to city and/or County taxes and Assessments, not delinquent; Easements, Right-of-Way, Covenants, Conditions and Restrictions now or record

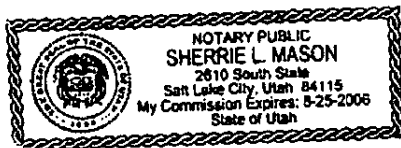
WITNESS the hand of said Grantor this 10 day of Sept 2004

UGPD UTAH LC

By: William Derk Pardoe  
William Derk Pardoe, its Manager

State of Utah )  
County OF Salt Lake )

On the 10 day of September, 2004 personally appeared before me, William Derk Pardoe, Manager of UGPD,UTAH LC the signer of the foregoing instrument who duly acknowledged to me that he executed the same.



Sherrie L. Mason  
Notary Public

~~BK 9036 PG 457~~

BK 9087 PG 4768



EXHIBIT ~~33~~ B

BEGINNING at a point North 00°03'09" west along the quarter section line 755.59 feet and South 89°25'08" East 292.73 feet and North 12°16'59" East 323.61 feet and South 77°11'17" East 120.93 feet from the center section corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South 12°55'06" West 23.67 feet; thence South 77°11'17" East 236.63 feet; thence South 24°31'47" East 240.76 feet; Thence North 89°25'08" West 512.20 feet; Thence North 12°16'59" East 323.61 feet; Thence South 77°11'17" East 120.93 feet to the point of BEGINNING.

FOR REFERENCE PURPOSES ONLY: Tax Parcel/Serial No. 22-23-251-<sup>024</sup>~~023~~

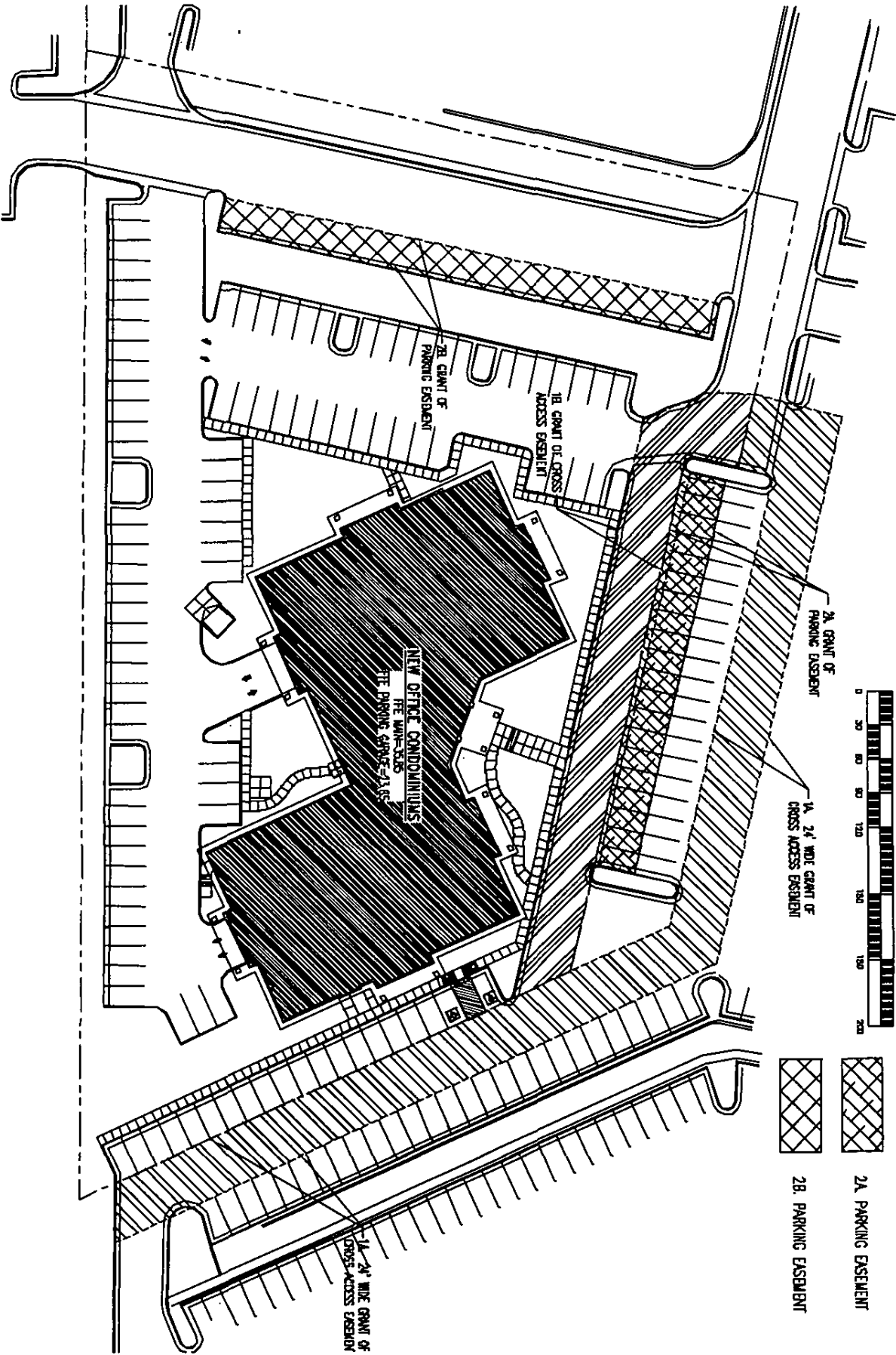
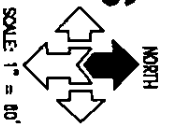
BK 9036 PG 458

BK 9087 PG 4769

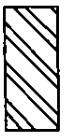
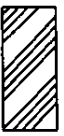


**EXHIBIT "C"**  
**Description of Easement Area**

# OLD MILL BUSINESS PARK CONDOMINIUMS

LOCATED IN THE NE AND NW 1/4 OF SEC 23, T2S, R1E, S1E&M



## LEGEND

-  1A. 24' WIDE GRANT OF CROSS ACCESS EASEMENT
-  1B. CROSS ACCESS EASEMENT
-  2A. PARKING EASEMENT
-  2B. PARKING EASEMENT