

ATT - Courtesy Record
Heber Fuller
9796 N. 5800W.
Highland, UT 84003

ENT 13648:2004 PG 1 of 6
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 Feb 06 11:17 am FEE 20.00 BY MLL
RECORDED FOR AFFILIATED FIRST TITLE COMP
ELECTRONICALLY RECORDED

CROSS EASEMENT AGREEMENT

THIS CROSS EASEMENT AGREEMENT is entered into this 27th day of January, 2004, by and between **Wells Fargo Bank Northwest, N.A.** ("Wells Fargo") and **Wasatch Transportation** ("Wasatch").

RECITALS:

- A. Wells Fargo owns certain real property located in American Fork, Utah County, Utah consisting of a parcel of land currently being used as a branch banking facility ("Bank Parcel") and a second parcel of land currently being used (or in the past having been used) as an office ("Office Parcel"), the Bank Parcel and the Office Parcel being more particularly described in Exhibit "A", attached hereto and incorporated herein.
- B. Wells Fargo has maintained operations on the Bank Parcel and the Office Parcel as a preexisting, non-conforming use in that the two parcels do not meet current parking density requirements as established by the City of American Fork (the "City").
- C. Wells Fargo and Wasatch have entered into an agreement for the sale and purchase of the Office Parcel and concurrently with the closing of the Office Parcel, the parties are executing this Cross Easement Agreement.
- D. Wasatch understands and agrees that there is inadequate parking under the current zoning law of the City to occupy and use the entire Office Parcel but in order to maximize the use of the Office Parcel and to create as many parking stalls as are reasonably usable on the Office Parcel, Wells Fargo is willing to grant to Wasatch an easement for egress from the Office Parcel through the Bank Parcel.
- E. Customers of Wells Fargo require an easement across the Office Parcel in order to exit from the Automatic Teller Machine area and employees and customers of Wells Fargo require an easement in order to access existing parking on the north side of the Bank Parcel.
- F. Customers and employees using the Office Parcel need additional parking in order to use the Office Parcel, creating, therefore a need to use parking spaces on the Bank Parcel.
- G. The parties to this Agreement desire to create the easements set forth in particularity on Exhibit "A" benefiting both the Office Parcel and the Bank Parcel.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the receipt and adequacy of which is acknowledged, the parties agree as follows:

AGREEMENT:

1. Travel and Access Easement No. 1. Wells Fargo hereby grants to Wasatch and its tenants (including their permitted subtenants, guests, permitted assignees, employees, invitees and agents) a perpetual easement for the nonexclusive use for ingress and egress of the driveways, entrances, sidewalks, and exits to adjacent driveways, streets, roads, and sidewalks on that portion of the Bank Parcel as shown on Exhibit "A" attached hereto as the "Travel and Access Easement (Easement No. 1)". ~~Wells Fargo retains the right to modify and relocate the easement from time to time as it may reconfigure the uses of the Bank Parcel so long as such reconfiguration will allow ingress and egress through a designated portion of the Bank Parcel.~~ ^{JHF} _{HRZ.} This easement shall be subject to Wasatch obtaining the necessary consents or approvals, if any, from the City.

2. Parking Easement No. 2. Wells Fargo hereby grants to Wasatch and its tenants (including their permitted subtenants, guests, permitted assignees, employees, invitees and agents) an easement for the exclusive use of Wasatch for parking in six parking stalls located near the east boundary line of the Bank Parcel as depicted on Exhibit "A" as the "Parking Easement (Easement No. 2)." Access to the parking will be through the Travel and Access Easement No.1. Wells Fargo retains the right to modify and relocate the easement from time to time as it may reconfigure the uses of the Bank Parcel so long as such reconfiguration will provide the six parking stalls.

3. Travel and Access Easement No. 3. Wasatch hereby grants to Wells Fargo and its tenants (including their permitted subtenants, guests, permitted assignees, employees, invitees and agents) an easement for the nonexclusive use for ingress and egress from the Bank Parcel across the Office Parcel of the driveways, entrances, sidewalks, and exits to adjacent driveways, streets, roads, and sidewalks on that portion of the Office Parcel as depicted on Exhibit "A" as the "Travel and Access Easement (Easement No. 3)".

4. Maintenance of Easement Areas. Each party shall maintain and keep in good repair the parking areas, driveways, exits, entrances, walks and rights of way on each respective parcel as they exist from time to time that are the subject matter of this Agreement. Each party hereto 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) for injury to property. All such policies shall name the other party as an additional insured.

5. Warranties. The parties hereto hereby covenant and warrant to each other that they have not heretofore entered into any agreements, understandings, restrictions or assessments which would result in the invalidity or unenforceability of any of the terms, conditions or restrictions contained herein by either of them against any person or entity or against each other. Wasatch acknowledges that current parking ratios required by the City can not be met with the current configuration of the Office Parcel and that even with the Parking Easement, its use and operation of the Office Parcel constitute a preexisting, nonconforming use. The use of the Office Parcel and the benefit of the easements granted herein by Wells Fargo are given only as an accommodation to Wasatch and by granting such easements, no warranties are made by Wells

Fargo that the use and operation of the Office Parcel will be approved by the City or other governmental agency having jurisdiction over the property.

6. Binding Effect. The terms hereof and all restrictions upon 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 relief. The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and shall apply without regard to the number or gender of words used herein.

WELLS FARGO BANK NORTHWEST, N.A.

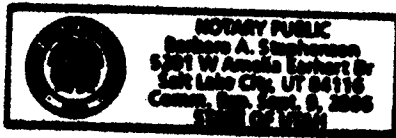
Gary K. Riddle
By: Gary K. Riddle
Its: Vice President

WASATCH TRANSPORTATION

F. Heber Fuller
By: F. Heber Fuller
Its: member / manager

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


The foregoing instrument was acknowledged before me this 27th January, 2004, by Gary K. Riddle, Vice President of Wells Fargo Bank Northwest, N.A..



Barbara A. Stephenson
Notary Public

STATE OF UTAH)
COUNTY OF ~~SALT LAKE~~ ^{Utah} :ss.)

The foregoing instrument was acknowledged before me this 28 January, 2004, by F. Heber Fuller President of Wasatch Transportation.



Notary Public

737021v3AAE

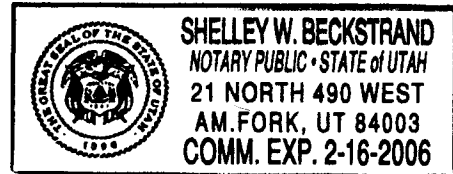


EXHIBIT A

(Legal Descriptions of the Bank Parcel and the Office Parcel)

(Plat Showing Location of Easements and Legal Descriptions)

GOTTFREDSON & JUESCHKE, INC.

CONSULTING ENGINEERS AND LAND SURVEYORS

1786 NORTH 2000 WEST / PROVO, UTAH 84604

TELEPHONE: (801) 374-2838

FAX: (801) 377-3072

ARTHUR F. JUESCHKE

E-MAIL ADDRESS: afjueschke@connect2.com

January 15, 2004

Legal descriptions for Wells Fargo Bank, American Fork, Utah

LEGAL DESCRIPTION OF "OFFICE " PARCEL (TO BE SOLD)

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF 200 EAST STREET, AMERICAN FORK, UTAH, WHICH BEGINNING POINT IS LOCATED NORTH 220.00 FT. ALONG THE STREET AND BLOCK LINE FROM THE SOUTHWEST CORNER OF BLOCK 16, PLAT "A", AMERICAN FORK CITY SURVEY OF BUILDING LOTS;

THENCE NORTH 110.00 FT. ALONG SAID STREET AND BLOCK LINE; THENCE EAST 162.04 FT; THENCE SOUTH 110.00 FT; THENCE WEST 162.04 FT. TO THE POINT OF BEGINNING. AREA: 17824 SQ. FT., OR 0.40919 ACRE.

TOGETHER WITH A TRAVEL AND ACCESS EASEMENT OVER PORTIONS OF THE GRANTOR'S PROPERTY, SAID EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID 200 EAST STREET, WHICH BEGINNING POINT IS NORTH 133.00 FT. ALONG THE STREET AND BLOCK LINE FROM THE SOUTHWEST CORNER OF BLOCK 16, PLAT "A", AMERICAN FORK CITY SURVEY OF BUILDING LOTS;

THENCE NORTH 30.00 FT. ALONG SAID STREET AND BLOCK LINE ; THENCE EAST 115.04 FT; THENCE NORTH 57.00 FT; THENCE EAST 25.00 FT; THENCE SOUTH 87.00 FT; THENCE WEST 140.04 FT. TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR VEHICULAR PARKING OVER AND ACROSS A PORTION OF THE GRANTOR'S PROPERTY, SAID PARKING EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 128.30 FT. ALONG THE STREET AND BLOCK LINE AND EAST 140.04 FT. FROM THE SOUTHWEST CORNER OF BLOCK 16, PLAT "A", AMERICAN FORK CITY SURVEY OF BUILDING LOTS;

THENCE NORTH 91.70 FT; THENCE EAST 22.00 FT; THENCE SOUTH 79.00 FT; THENCE SOUTH 60° 00' WEST 25.40 FT. TO THE POINT OF BEGINNING.

THE PARCEL OF LAND FIRST DESCRIBED ABOVE IS SUBJECT TO A TRAVEL AND ACCESS EASEMENT OVER A PORTION OF THE GRANTEE'S PROPERTY, WHICH EASEMENT IS TO BE RETAINED BY THE GRANTOR, SAID TRAVEL AND ACCESS EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF 200 EAST STREET, AMERICAN FORK, UTAH, WHICH BEGINNING POINT IS THE SOUTHWEST CORNER OF THE GRANTEE'S PROPERTY, AND WHICH BEGINNING POINT IS NORTH 220.00 FT. ALONG THE STREET AND BLOCK LINE FROM THE SOUTHWEST CORNER OF BLOCK 16, PLAT "A", AMERICAN FORK CITY SURVEY OF BUILDING LOTS;

THENCE NORTH 20.00 FT. ALONG SAID STREET AND BLOCK LINE; THENCE EAST 115.04 FT; THENCE SOUTH 20.00 FT; THENCE WEST 115.04 FT. TO THE POINT OF BEGINNING.