

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

Nancy L. Wood
Hawkins Companies LLC
8645 W. Franklin Rd.
Boise, Idaho 83709

00755764 Bk: 1454 Pg: 2060
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2002 MAR 06 13:20 PM FEE \$36.00 BY LP
FOR: SOUTHERN UTAH TITLE CO

CROSS EASEMENT AGREEMENT

This Cross-Easement Agreement ("Agreement") is made effective this ³ day of ~~November~~ ^{December}, 2001, by and between SMITH'S FOOD & DRUG CENTERS, INC., a Utah corporation, its heirs, successors and assigns, successor-in-interest to Smith's Food King Properties, Inc., hereinafter referred to as "Smith's," and HAWKINS COMPANIES LLC, an Idaho limited liability company, its heirs, successors and assigns, hereinafter referred to as "Hawkins."

RECITALS

A. Smith's is the owner of certain real property located generally at the intersection of St. George Blvd. and Bluff Street in St. George, Utah ("Smith's Property"), which adjoins that certain real property owned by Hawkins.

B. Hawkins is the owner of certain real property located generally at the intersection of St. George Blvd. and Bluff Street in St. George, Utah ("Hawkins' Property"), which adjoins the Smith's Property.

C. Smith's Property and Hawkins' Property are encumbered by that certain Cross-Easement Agreement dated August 5, 1988, recorded August 16, 1988 in Book 495, Pages 566-574, Document No. 336623, in the records of Washington County, Utah ("Prior Agreement").

D. The parties hereby desire to release, replace and terminate the Prior Agreement in its entirety and establish new easements in, to, upon, over and under certain of the Hawkins' Property and Smith's Property for the purposes of cross parking and/or ingress and egress, and to establish maintenance, repair and replacement responsibilities between the parties over such easements.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

55700/Cross Easement Agreement - 1
nlw 11/21/01

SOUTHERN UTAH TITLE COMPANY
ACCOMMODATION RECORDING ONLY
NOT EXAMINED

1. This Agreement hereby terminates the Prior Agreement, and any and all claims and/or interests held therein by either party are hereby waived, released and surrendered.

2. Each of the following conveyances are granted as non-exclusive and shall run with the land in perpetuity, and be subject to any existing utility easements granted to the City of St. George, Utah:

a. Smith's hereby grants and conveys to Hawkins, its employees, agents, licensees, customers and other invitees, an easement in, to, upon and over the real property described in Exhibit "A" and depicted on Exhibit "F" as "A" for the purpose of parking.

b. Smith's hereby grants and conveys to Hawkins, its employees, agents, licensees, customers and other invitees, an easement in, to, upon and over the real property described in Exhibit "B" and depicted on Exhibit "F" as "B" for the purpose of ingress and egress, and for the purpose of parking in such area designated on Exhibit "F" as "Parking Allowance."

c. Hawkins' hereby grants and conveys to Smith's, its employees, agents, licensees, customers and other invitees, an easement in, to, upon and over the real property described in Exhibit "C" and depicted on Exhibit "F" as "C" for the purpose of ingress and egress, and Hawkins reserves unto itself the right to park in that area designated on Exhibit "F" so long as such parking does not obstruct Smith's ingress and egress.

d. Hawkins' hereby grants and conveys to Smith's, its employees, agents, licensees, customers and other invitees, an easement in, to, upon and over the real property described in Exhibit "D" and depicted on Exhibit "F" as "D" for ingress and egress, and for the limited purpose of maintaining, repairing and replacing the existing clean out and storm drainage system located within such area. Smith's grants to Hawkins the right to tie in and utilize such storm drainage system and related facilities for Hawkins' site drainage collection. Hawkins reserves unto itself the right to park in the easement area.

e. Smith's hereby grants and conveys to Hawkins, its employees, agents, licensees, customers and other invitees, an easement in, to, upon and over the real property described in Exhibit "E" and depicted on Exhibit "F" as "E" for the purpose of ingress and egress.

f. Hawkins hereby grants and conveys to Smith's, its employees, agents, licensees, customers and other invitees, an easement in, to, upon and over the real property depicted on Exhibit "F" as "St. George Access" for the purpose of ingress and egress as such location may be changed from time to time.

to and from St. George Boulevard

g. Smith's hereby grants and conveys to Hawkins, its employees, agents, licensees, customers and other invitees, an easement in, to, upon and over the real property depicted on Exhibit "F" as "Bluff/Tabernacle Access" for the purpose of ingress and egress as such location may be changed from time to time.

[^]to and from both Bluff Street and Tabernacle Street *JP also*

3. Smith's shall be responsible for all costs associated with maintaining, repairing, replacing, striping and cleaning of those easement areas located on Smith's Property.

4. Hawkins shall be responsible for all costs associated with maintaining, repairing, replacing, striping and cleaning of those easement areas located on Hawkins' Property.

5. Maintenance of Smith's Property and Hawkins' Property depicted on Exhibit "F" shall be of good quality and similar to comparable shopping centers in the region.

6. The parties shall maintain in full force and effect public liability and property damage insurance issued by a fully qualified insurer for each of the areas depicted in an amount not less than \$2,000,000.00, which shall be reviewed from time to time to determine sufficiency. Each party shall name the other as an additional insured on their insurance policy and provide each other with a certificate of insurance evidencing the same upon written request.

**SMITH'S FOOD & DRUG CENTERS
INC.**, a Utah corporation

HAWKINS COMPANIES LLC,
an Idaho limited liability company

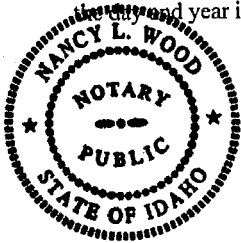
By: *D. S. Williams*
Its: *Sr. Vice President*

By: *J. Hess*
Jeffery L. Hess
Chief Operations Officer

STATE OF IDAHO)
) SS.
County of Ada)

On this 3 day of ~~November~~ ^{December}, 2001, before me, a notary public in and for said county and state, personally appeared Jeffery L. Hess, known to me to be the Chief Operations Officer of Hawkins Companies LLC, an Idaho limited liability company, the company named in the above instrument, and acknowledged to me that he executed the same on behalf of such company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



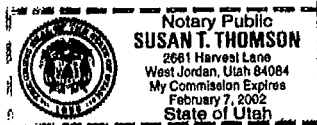
Nancy L. Wood

NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho
My Commission Expires: 6/6/2006

STATE OF UTAH)
) SS.
County of SALT LAKE)

On this 30th day of November, 2001, before me, a notary public in and for said county and state, personally appeared Wade B. Williams known to me to be the SR. VICE PRESIDENT of Smith's Food & Drug Centers, Inc., a Utah corporation, successor in interest to Smith's Food King Properties, Inc., and the company named in the above instrument, and acknowledged to me that he executed the same on behalf of such company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Susan T. Thomson

NOTARY PUBLIC FOR ~~IDAHO~~ UTAH
Residing at SALT LAKE COUNTY, UT
My Commission Expires 2-7-2002

EXHIBIT "A"

00755764 Blk 1454 Pg 2064

Legal Description
(Labeled "A" on Exhibit "F")

A part of Lot 8, Block 21, Plat "A", St. George City Survey, more particularly described as follows:

Beginning at a point on the North line of said Lot 8, being 10.00 feet North 89°51'16" West from the Northeast Corner of said Lot 8 and running thence South 0°05'19" West 115.00 feet; thence North 89°51'16" West 72.00 feet; thence North 0°05'19" East 115.00 feet to the North line of said Lot 8; thence South 89°51'16" East 72.00 feet along said North Lot line to the point of beginning. Containing 8,280 square feet M/L.

EXHIBIT "B"

Legal Description
(Labeled "B" on Exhibit "F")

00755764 Bk 1454 Pg 2065

A part of Lot 4, Block 22, Plat "A", St. George City Survey, more particularly described as follows:

Beginning at a point 70.00 feet North 89°51'16" West from the Northwest Corner of Lot 5, said Block 22, and running thence South 0°05'19" West 165.95 feet; thence South 89°55'26" East 163.69 feet; thence North 0°04'34" East 25.00 feet; thence South 89°55'26" East 105.00 feet; thence South 0°04'34" West 50.00 feet; thence North 89°55'26" West 298.69 feet; thence North 0°05'19" East 190.98 feet to the North line of Lot 8, said Block 21; thence South 89°51'16" East 30.00 feet along said North line and said line projected to the point of beginning. Containing 15,071 square feet M/L.

EXHIBIT "C"

Legal Description
(Labeled "C" on Exhibit "F")

00755764 Bk 1454 Ps 2066

A part of Lot 4, Block 22, Plat "A", St. George City Survey, more particularly described as follows:

Beginning at the Southeast Corner of said Lot 4 and running thence North 89°51'16" West 66.24 feet along the South line of said Lot 4 to the Southwest Corner of the East half of the East half of said Lot 4; thence North 0°04'34" East 124.70 feet along the West line of said East half of the East half of Lot 4; thence South 89°55'26" East 66.23 feet to the East line of said Lot 4; thence South 0°04'17" West 124.78 feet along said East Lot line to the point of beginning. Containing 8,262 square feet M/L.

EXHIBIT "D"

Legal Description
(Labeled "D" on Exhibit "F")

00755764 Bk 1454 Pg 2067

A part of vacated 400 West Street, St. George City Survey, more particularly described as follows:

Beginning at a point 70.00 feet North 89°51'16" West from the Northwest Corner of Lot 5, Block 22, Plat "A", St. George City Survey and running thence South 89°51'16" East 30.00 feet; thence South 0°05'19" West 165.91 feet; thence North 89°55'26" West 30.00 feet; thence North 0°05'19" East 165.95 feet to the point of beginning. Containing 4,978 square feet M/L.

EXHIBIT "E"

Legal Description
(Labeled "E" on Exhibit "F")

00755764 Bk 1454 Ps 2068

A part of Lots 2 and 3, Block 22, Plat "A", St. George City Survey, more particularly described as follows:

Beginning at the Southeast Corner of said Lot 2 and running thence North 89°51'16" West 30.00 feet along the South line of said Lot 2; thence North 0°04'17" East 265.30 feet to the North line of said Lot 3; thence South 89°51'16" East 30.00 feet along said North line to the Northeast Corner of said Lot 3; thence South 0°04'17" West 265.30 feet along said East Line of Lots 2 and 3 to the point of beginning. Containing 7,959 square feet M/L.

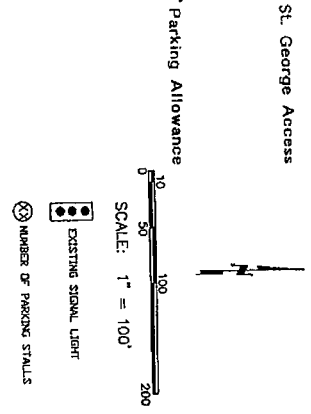
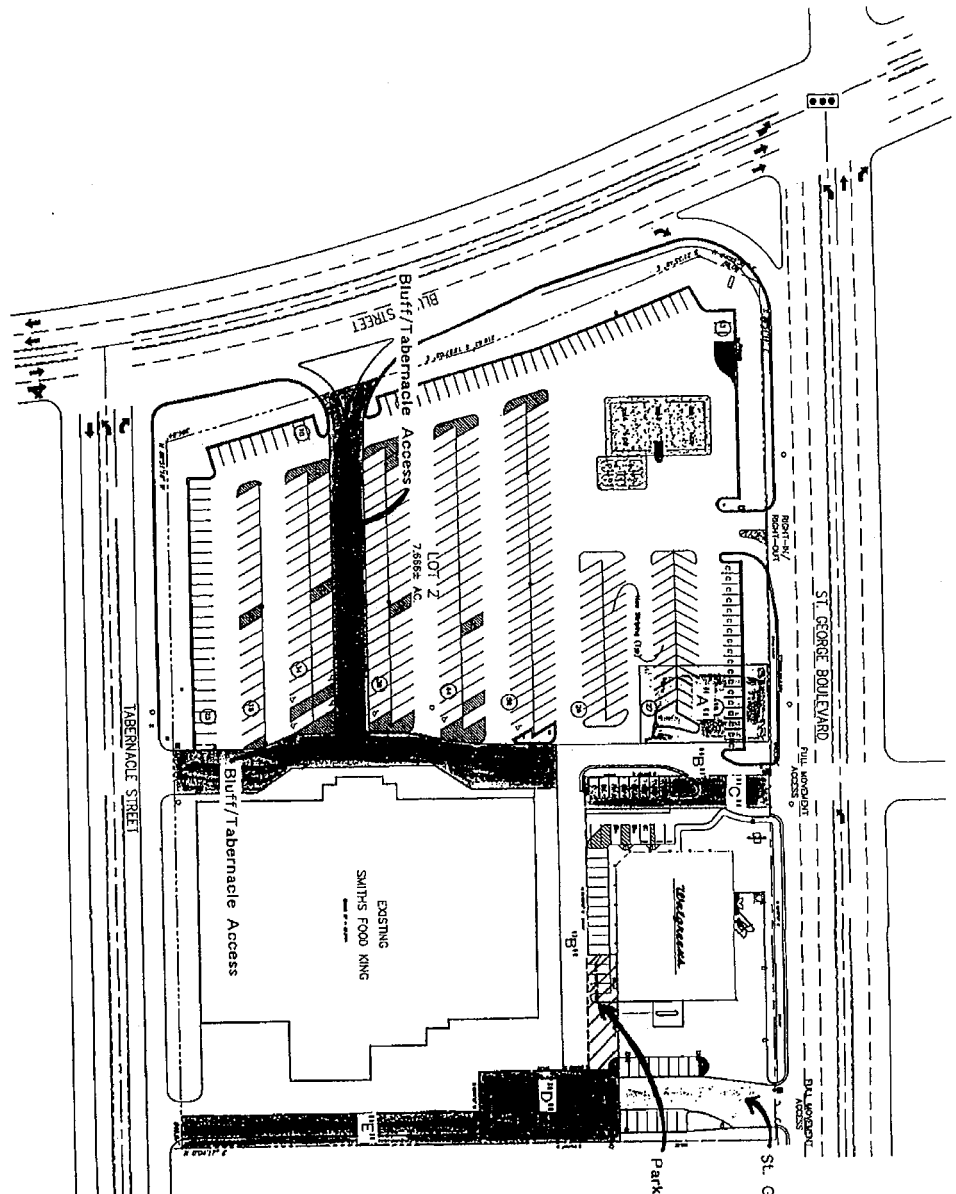
EXHIBIT "F"

00755764 Bk 1454 Pg 2069

Depiction of Smith's Property and Hawkins' Property

00755764 BX 1554 19 2870

WALGREEN'S St. George, UT



HAWKINS Companies
 Commercial Developers
 8645 W. FRANKLIN ROAD
 BOISE, IDAHO 83709
 (208) 376-8521
 FAX: (208) 376-6804
 2101SITE7.DWG 11/12/01

EXHIBIT "F"