

WHEN RECORDED RETURN TO:  
James T. Dunn  
1108 West South Jordan Pkwy, #A  
South Jordan, UT 84095

E 2314493 B 4391 P 920-925  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
10/18/2007 3:43:00 PM  
FEE \$21.00 Pgs: 6  
DEP eCASH REC'D FOR MERIDIAN TITLE COMPANY

PERPETUAL CROSS-EASEMENT AND MAINTENANCE AGREEMENT

This Perpetual Cross Easement and Maintenance Agreement is made and entered into this 14 day of September, 2007, by and between Thomas Industrial Park Condominium III Owner's Association, Inc., a Utah non profit corporation, ("Thomas"), and KQT Enterprises, ("KQT").

R E C I T A L S

A. WHEREAS, Thomas owns or controls real property situated in Davis County, State of Utah, described as follows:

Common area of Lot 9 North Wood Business Center  
01-280-0013

B. WHEREAS, KQT owns real property contiguous to and south of the property owned by Thomas described as follows:

Lot 8 North Wood Business Center  
01-222-0008

C. WHEREAS, KQT has prepared a proposed amended plat converting the North Wood Business Center's Lots 8 and 9 amended to the Thomas Industrial Park Condominiums 3, Phase A & B, with Phase A (Lot 9), controlled by Thomas, and Phase B (Lot 8), controlled by KQT; and

D. WHEREAS, the parties desire to allow ingress and egress for each other and for owners, managers, employees, agents, tenants, business invitees, and patrons to drive through and across asphalted areas of both properties, and to use certain common areas of both parcels, including but not limited to sidewalks, parking spaces, and landscaped areas, all as more particularly provided herein.

NOW THEREFORE, the parties agree as follows:

1. Grant of Easement. Thomas and KQT grant to each other and to their tenants, guests, business invitees and others access and the right of ingress, egress and to travel upon all asphalted or otherwise paved portions of either property, and to use all hard surface common areas in either parcel. The common areas include landscaped areas, parking stalls and access roads and entries. In no event shall the foregoing rights include rights with respect to buildings, garages, and structures contiguous to and intended to be used by the individual units. Said rights shall include the right specifically to cross back and forth between the above identified parcels and entry by western and southern access points.

This grant of easement is not a grant of easement to the general public and no public right-of-way or access is created hereby. Both parties specifically reserve to themselves the right to remove unauthorized persons from the property.

2. Term. This grant of easement is perpetual, non-exclusive and the agreement and covenants contained herein run with the land, are appurtenant to the land, and burden, bind and benefit each parcel and all successive owners thereof.

3. Right of Use. The right of use granted in paragraph 1 will be subject to rules promulgated by the parties. Said rules will be reasonable and reciprocal. If rules cannot be agreed upon, the matter shall be submitted to binding arbitration, the cost to be shared equally between the parties. No owner or tenant of either phase shall have priority over owners or tenants in the other phase.

4. Use. The owners and tenants of either parcel may use the hard surfaced areas located on the other's property free of charge or assessment even though there is no common ownership between both parcels.

5. Construction and Maintenance. The responsibility for maintenance and repairs to the amenities for both Phase A and Phase B will be borne proportionately according to the number of units in Phase A and Phase B. During construction, and the life of the improvements, the same shall be clean, safe and unobstructed for the use of owners and tenants, subject to &4 above. Snow and ice removal, lighting, landscaping, general upkeep, removal of debris, repair and upkeep of facilities shall be proportionately borne between the parties hereto. Within thirty (30) days of the annual accounting year of each project, an accounting shall be rendered and if not previously paid, any sums due and owing by either project to the other for said upkeep and repair will be paid. No material modification or alteration to the alleys, parking or interior lanes of travel will be made without the consent of both parties. Any improvement, repair or maintenance that benefits only one party such as utility installation, shall be borne by the party that obtains the benefit. If the improvement, repair or maintenance is effectuated on a parcel that benefits the other parcel, that expense will be borne pro rata for each.

6. Insurance and Taxes. The parties shall obtain reasonable, customary and appropriate insurance coverage, including casualty, bodily injury, death and property damage, insuring the property, improvements and amenities which are the subject of the rights granted under this Agreement, in amounts to be agreed between the parties, which amounts shall be borne proportionately based on the number of units in each project. Each waives subrogation rights for insured losses and claims. Further, both parties agree to pay any real property taxes that may be assessed against their respective parcels as they become due, the administration of which may be delegated to a property manager.

7. Access. Except as otherwise agreed herein, neither party nor their respective unit owners or tenants may block or obstruct access to the other for use from any of the hard surfaces located on the other=s property.

8. Condemnation. In the event of a condemnation by eminent domain, the party whose property is condemned will provide replacement access and use the proceeds from the condemnation for that purpose. No additional funds other than condemnation proceeds will be required to be expended.

9. Default. This Cross-Easement shall be construed according to the laws of the State of Utah and may be enforced by injunctive or other appropriate relief with the prevailing party entitled to an award of costs and attorney=s fees. Jurisdiction to enforce this Agreement shall be appropriate only in Davis County, State of Utah.

10. Indemnification. The owner of Phase A will indemnify, save harmless and defend the owner of Phase B from and against any and all claims, demands, causes of action, judgments, costs, expenses, losses, damages arising from the use by the owner of Parcel A, its tenants or guests of tenants, of any common areas or amenities located on Parcel A. The owner of Parcel B shall indemnify, save harmless and defend the owner of Parcel A from and against any and all claims, demands, causes of action, judgments, costs, expenses, losses or damages arising from the use by the owner of Parcel B, its tenants or guests of tenants, of any common areas or amenities located on Parcel B.

11. Emergency Access. To the extent that the common areas include drives, alleys, streets, roads, or other areas contemplated for vehicular traffic, ingress and egress is specifically granted to government or private emergency personnel, including but not limited to police, fire and ambulance service.

12. Integration. This agreement constitutes the entire agreement between the parties and may not be altered, amended or changed except by written document signed by the party to be bound.

13. Counterpart Signature. This Cross-Easement and Subordination Agreement may be executed and recorded in counterparts.

DATED the month and year first above written.

THOMAS INDUSTRIAL PARK CONDOMINIUM III  
OWNER'S ASSOCIATION, INC.

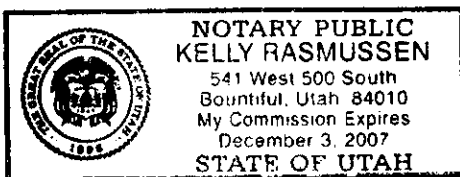
By: *Doug R. Smith* president  
~~Bart Boggess~~ DOUG R SMITH  
Its: President

By: \_\_\_\_\_  
~~Trent Boggess~~  
Its: ~~Secretary / Treasurer~~

STATE OF Utah )  
COUNTY OF Davis )

*Doug R. Smith*

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by ~~Bart Boggess and Trent Boggess~~, officers of Thomas Industrial Park Condominium III Owner's Association.



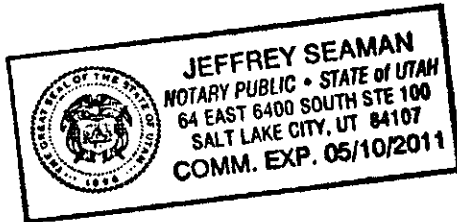
*Kelly Rasmussen*  
Notary Public


KQT ENTERPRISES

By: *Karla Taylor*  
Karla Taylor  
Its: *Manager*

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

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 18 day of September, 2007, by Karla Taylor, a principal in KQT Enterprises.



  
\_\_\_\_\_  
Notary Public