

When Recorded Return To:

Clark K. Taylor  
Van Cott, Bagley, Cornwall & McCarthy  
P. O. Box 45340  
Salt Lake City, Utah 84145

2600

5564912  
29 JULY 93 12:20 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
VAN COTT BAGLEY CORNWALL & MCCARTHY  
REC BY: REBECCA GRAY , DEPUTY

5564912

CROSS EASEMENT AGREEMENT

This Cross Easement Agreement (this "Agreement") is made and entered into this ~~June~~ <sup>27</sup> day of ~~June~~ <sup>July</sup>, 1993 by and among Ivan Radman and Janet Radman (the "Radmans"), Jacque J. Poore ("Poore"), Ada Valene Simon, Trustee of the Ada Valene Simon Trust UTAD 2/12/93 ("Simon") and Lyle O. Keys and Melissa Wilson Iba ("Keys/Iba"); the foregoing are sometimes hereinafter collectively referred to as the "Parties."

RECITALS

The Parties recite and declare:

A. Each party hereto is the owner in fee of property situated in Salt Lake County, State of Utah, in Balsam Ridge Park Phase II, according to the official plat thereof, filed in Book "92-4" of Plats at Page 62 of the Official Records of the Salt Lake County Recorder, as set forth below:

- (1) Poore - Lot 201, Balsam Ridge Park Phase II;
- (2) Simon - Lot 202, Balsam Ridge Park Phase II;
- (3) Keys/Iba - Lot 203, Balsam Ridge Park Phase II; and
- (4) Radmans - Lot 204, Balsam Ridge Park Phase II;

B. All of the above-described properties contain portions of the area described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Easement Area");

C. Each party hereto desires to grant to the other parties hereto a perpetual nonexclusive easement, for the purposes set forth below, over, along, across and under the portion of his/her/its property, as described above, that is within the Easement Area.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the mutual benefits derived herefrom, and for other good and valuable consideration, the Parties agree for themselves, their successors, heirs and assigns, as follows:

1. Conveyance of Easements.

Each party hereto hereby grants, conveys, and demises to the other parties hereto, and their successors, heirs and

assigns, a perpetual nonexclusive easement, over, along, across and under the portion of his/her/its property, as described above, that is within the Easement Area for the following purposes and activities:

- a. The construction, installation, maintenance, repair, replacement, use and operation of a private roadway;
- b. Pedestrian and vehicular traffic, and other purposes commonly associated with the use of a roadway related to a residential dwelling;
- c. The construction and installation of any other improvements or facilities reasonably necessary for the construction or completion of Balsam Ridge Park Phase II as required by Salt Lake County, and the maintenance, repair, replacement, use and operation of such improvements or facilities;
- d. The construction, installation, maintenance, repair, replacement, use and operation of utilities servicing any of the above-described properties;
- e. The placement of garbage receptacles and mail boxes as is reasonably necessary; and
- f. Any and all other uses or purposes reasonably related and reasonably necessary to the construction, development, use or operation of Balsam Ridge Park Phase II or of or on any of the above-described properties.

2. Easements Run With the Land.

The easements hereby granted shall be easements running with the land and shall inure to the benefit of, and be binding upon, the Parties hereto and their successors, heirs, and assigns.

3. Governing Law.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

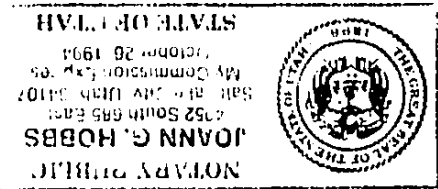
IN WITNESS WHEREOF, the parties have executed this

Agreement as of the date first hereinabove set forth.

Jacque J. Poore  
Jacque J. Poore

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

The foregoing instrument was acknowledged before me this 26 day of June, 1993, by Jacque J. Poore.



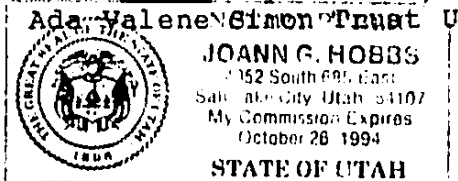
Joann G. Hobbs  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:  
Oct. 26, 1994

Ada Valene Simon  
Ada Valene Simon, Trustee of the  
Ada Valene Simon Trust UTAD 2/12/93

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

The foregoing instrument was acknowledged before me this 26 day of June, 1993, by Ada Valene Simon, Trustee of the  
~~Ada Valene Simon Trust~~ UTAD 2/12/93.



Joann G. Hobbs  
NOTARY PUBLIC  
Residing at: Salt Lake County

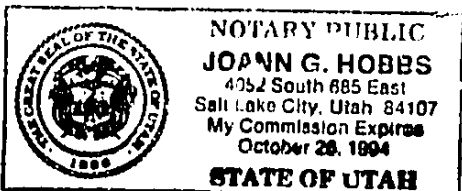
My Commission Expires:  
Oct. 26, 1994

Ivan Radman

Ivan Radman

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

The foregoing instrument was acknowledged before me  
this 22 day of June, 1993, by Ivan Radman.



My Commission Expires:

10-26-94

Joann G. Hobbs

NOTARY PUBLIC

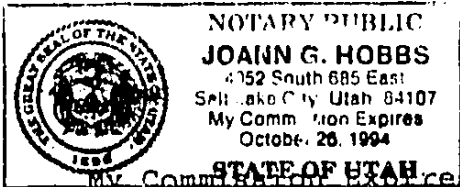
Residing at: Salt Lake County, Utah

Janet Radman

Janet Radman

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

The foregoing instrument was acknowledged before me  
this 22nd day of June, 1993, by Janet Radman.



My Commission Expires:

Oct 28, 1994

Joann G. Hobbs

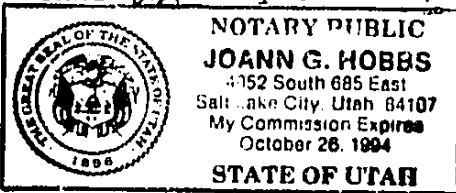
NOTARY PUBLIC

Residing at: Salt Lake County

Lyle O. Keys

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

The foregoing instrument was acknowledged before me  
this 22 day of June, 1993, by Lyle O. Keys.



Joann G. Hobbs  
NOTARY PUBLIC

Residing at: Salt Lake County, Utah

My Commission Expires:

Oct 26, 1994

Melissa Wilson Iba

Melissa Wilson Iba

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

The foregoing instrument was acknowledged before me  
this 22 day of June, 1993, by Melissa Wilson Iba.

Susan R. Johnson  
NOTARY PUBLIC

Residing at: Salt Lake City, Ut

My Commission Expires:

May 28, 1996



NOTARY PUBLIC  
Susan Rao Johnson  
221 No. Charles Lindbergh Dr.  
Salt Lake City, Utah 84118  
My Commission Expires  
May 28, 1996  
STATE OF UTAH

Agreement of Subordination by Bank of Utah

Bank of Utah hereby agrees, covenants and declares that  
the Deed of Trust dated August 12, 1992 by and among Richard D.  
Simon and Ada V. Simon, as joint tenants, as Trustor, Bank of

Utah, as Trustee, and Bank of Utah, as Beneficiary, recorded on August 18, 1992 as Entry No. 5313798 in Book 6503 at Page 1807 of the Official Records of the Salt Lake County Recorder, State of Utah ("Deed of Trust"), shall be subordinate to and subject to the easements granted in the above Cross Easement Agreement, notwithstanding the fact that the above Cross Easement Agreement is recorded later in time than the Deed of Trust.

DATED this 28 day of ~~June~~ <sup>July</sup>, 1993.

Bank of Utah,  
a Banking corporation

By [Signature]  
Its Vice President

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

The foregoing instrument was acknowledged before me  
this 28th day of ~~June~~ <sup>JULY</sup>, 1993, by Douglas M. Poole, of  
Bank of Utah, a ~~Banking~~ <sup>Banking</sup> corporation.

[Signature]  
NOTARY PUBLIC  
Residing at: 175 S. W. Temple SLC UT.

My Commission Expires:  
8 18 93

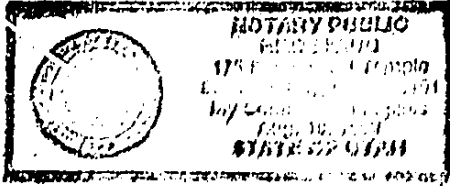


EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

BEGINNING at the Southeast corner of Lot 201, Balsam Ridge Phase 2, a subdivision situated in the Southeast quarter of Section 1, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point also being North  $89^{\circ}55'07''$  East 480.42 feet and South 3626.26 feet from the North quarter corner of said Section 1, running thence South  $39^{\circ}00'00''$  East 12.50 feet; thence South  $51^{\circ}00'00''$  West 89.72 feet; thence South  $42^{\circ}34'00''$  West 73.10 feet; thence South 10.72 feet; thence South  $42^{\circ}34'00''$  West 43.00 feet to a point on a 40.00 foot radius curve to the right, the radius point of which bears South  $72^{\circ}09'23''$  East, thence along the arc of said curve through a central angle of  $312^{\circ}12'01''$ , 217.957 feet; thence North  $42^{\circ}34'00''$  East 122.62 feet, thence North  $51^{\circ}00'00''$  East 91.56 feet; thence South  $39^{\circ}00'00''$  East 12.50 feet to the point of BEGINNING.