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WHEN RECORDED, RETURN TO:

CALLISTER NEBEKER & McCULLOUGH
Attn: Steven E. Tyler, Esq.
800 Kennecott Building
Salt Lake City, Utah 84133

ENT 7859 BK 4504 PG 580
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1998 Jan 28 12:04 pm FEE 24.00 BY SS
RECORDED FOR CALLISTER NEBEKER & MCCULLO

AMENDED AND RESTATED
CROSS EASEMENT AGREEMENT

THIS AMENDED AND RESTATED CROSS EASEMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 20th day of June, 1995, by and between NFT TRANSPORTATION, INC., a Utah corporation (hereinafter "NFT") and GRANITE FURNITURE, INC., a Utah corporation (hereinafter "Granite").

R E C I T A L S:

A. NFT is the owner of that certain real property located in Utah County, State of Utah and more particularly described as follows (hereinafter the "NFT Property"):

BEGINNING AT A POINT EAST 661.06 FEET AND SOUTH 21.91 FEET FROM THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 2 EAST, S.L.B. & M. RUNNING THENCE SOUTH 89°10'00" EAST 120.43 FEET; THENCE SOUTH 01°48'48" WEST 200.91 FEET; THENCE EAST 214.68 FEET; THENCE SOUTH 341.36 FEET; THENCE NORTH 89°13'06" WEST 385.37 FEET; THENCE NORTH 00°47'00" EAST 431.59 FEET; THENCE NORTH 89°15'52" EAST 52.65 FEET; THENCE NORTH 01°03'02" WEST 106.46 FEET TO THE POINT OF BEGINNING.

NFT desires to construct one or more buildings and other improvements on the NFT Property.

B. Granite is the owner of that certain real property located in Utah County, State of Utah contiguous to and to the West of the NFT Property (hereinafter the "Granite Property"). Granite is in the process of constructing one or more buildings and other improvements on the Granite Property.

C. The Granite Property and the NFT Property are contiguous to each other and have frontage on 1300 South Street in Orem, Utah. 1300 South Street is a limited access street and the City of Orem and the Utah Department of Transportation will only permit one entranceway from 1300 South Street to be shared by the Granite Property and the NFT Property.

D. On or about March 1, 1995, NFT and Granite each executed that certain Cross Easement Agreement (hereinafter the "Cross Easement Agreement"). The Cross Easement Agreement was recorded in

the office of the County Recorder of Utah County, State of Utah on March 2, 1995, as Entry No. 12919, in Book 3630, at Page 542, et seq. NFT and Granite's intent in executing the Cross Easement Agreement was to grant each other cross easements in order to permit each of them to have full access to and use of the entranceway from 1300 South Street to their respective properties.

E. The legal descriptions for the "NFT Property" as described in Recital A of the Cross Easement Agreement, the "NFT Burdened Parcel", as described in Paragraph 1 of the Cross Easement Agreement, and the "Granite Burdened Parcel", as described in Paragraph 2 of the Cross Easement Agreement, are incorrect and Granite and NFT desire to amend and restate the Cross Easement Agreement in its entirety to correctly state the legal descriptions for the NFT Property, the NFT Burdened Parcel and the Granite Burdened Parcel.

F. NFT and Granite desire that Dick W. Burr and Myrth L. Burr execute this Agreement for the sole purpose of evidencing their consent to the Cross Easement Agreement and this Agreement.

NOW, THEREFORE, for TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties to this Agreement, the parties to this Agreement do hereby amend and restate the Cross Easement Agreement in its entirety, as follows:

1. **GRANT OF EASEMENT BY NFT.** NFT hereby gives and grants to Granite and its successors and assigns and their respective invitees, agents, tenants, servants, visitors, and licensees (hereinafter the "Permitted Granite Users"), a non-exclusive easement and right-of-way (hereinafter the "Access Easement") over and across the following described property situated in Utah County, State of Utah, and more particularly described as follows (hereinafter the "NFT Burdened Parcel"):

BEGINNING AT A POINT SOUTH 89°24'38" EAST 660.45 FEET ALONG SECTION LINE AND SOUTH 01°11'14" EAST 121.59 FEET AND SOUTH 89°15'52" WEST 22.57 FEET FROM THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 2 EAST, S.L.B. & M. AND RUNNING THENCE SOUTH 89°15'52" WEST 30.01 FEET; THENCE SOUTH 00°47'00" WEST 431.59 FEET; THENCE SOUTH 89°13'06" EAST 30.00 FEET; THENCE NORTH 00°47'00" EAST 432.39 FEET TO THE POINT OF BEGINNING.

The NFT Burdened Parcel shall be burdened by the Access Easement and the Access Easement shall be for the use and benefit of the Granite Property. The Access Easement shall be used exclusively for providing the Permitted Granite Users ingress to and egress from the Granite Property and 1300 South Street. The Access Easement shall be used in such manner as to do no unreasonable

damage to the NFT Burdened Parcel and the improvements located on the NFT Burdened Parcel.

2. **GRANT OF EASEMENT BY GRANITE.** Granite hereby gives and grants to NFT and its successors and assigns and their respective invitees, agents, tenants, servants, visitors, and licensees (hereinafter the "Permitted NFT Users"), a non-exclusive easement and right-of-way (hereinafter the "Entranceway Easement") over and across the following described property situated in Utah County, State of Utah, and more particularly described as follows (hereinafter the "Granite Burdened Parcel"):

BEGINNING AT A POINT SOUTH 00°44'08" EAST 560.26 FEET AND EAST 570.27 FEET FROM THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 2 EAST, S.L.B.&M. AND RUNNING THENCE NORTH 00°47'00" EAST 80.00 FEET; THENCE NORTH 31°27'53" EAST 52.91 FEET; THENCE SOUTH 00°47'00" WEST 125.50 FEET; THENCE NORTH 89°13'06" WEST 27.00 FEET TO THE POINT OF BEGINNING.

The Granite Burdened Parcel shall be burdened by the Entranceway Easement and the Entranceway Easement shall be for the use and benefit of the NFT Property. The Entranceway Easement shall be used exclusively for providing the Permitted NFT Users ingress to and egress from the NFT Property and 1300 South Street. The Entranceway Easement shall be used in such manner as to do no unreasonable damage to the Granite Burdened Parcel and the improvements located on the Granite Burdened Parcel.

3. **CONSTRUCTION OF IMPROVEMENTS.** The sidewalk, curb, gutter, curb-cut and entranceway from 1300 South Street to the Granite Property and the NFT Property (hereinafter the "Entranceway Improvements") shall be constructed in the location and manner shown on the site plan dated February 23, 1995, prepared by James R. Child Associates, Architects, and attached hereto as Exhibit "A" and by this reference made a part hereof (hereinafter the "Site Plan"). In the event that Granite is first prepared to substantially complete its improvements to the Granite Property, Granite may construct the Entranceway Improvements and pave the Access Easement and the Entranceway Easement. In the event that NFT is first prepared to substantially complete the construction of improvements to the NFT Property, NFT may construct the Entranceway Improvements and pave the Entranceway Easement, those portions of the Access Easement which are contiguous to the Entranceway Easement and the Easterly one-half of the remaining portions of the Access Easement, and the Westerly one-half of such remaining portions of the Access Easement shall be paved by Granite at the time that Granite is prepared to substantially complete the construction of its improvements to the Granite Property; provided, however, that in the event such Westerly one-half of the Access Easement has not been paved at least twenty days prior to the time that NFT is ready to open for business on the NFT Property, NFT

shall have the right to thereafter complete the improvement of the Westerly one-half of the Access Easement. In all events and without regard to which party actually constructs the Entranceway Improvements and which party paves the Entranceway and Access Easements, the cost of all such improvements shall be born equally by NFT and Granite and each shall promptly, upon demand therefore, reimburse the other for their respective share of the cost of such improvements. NFT and Granite shall each promptly repair and restore the Entranceway Improvements, the Entranceway Easement and the Access Easement in the event that any damages are caused to such improvements in the course of constructing improvements to their respective properties. All construction on the Entranceway Improvements, the Entranceway Easement and the Access Easement shall be performed in a first class and good and workmanlike manner and in a manner that complies in all respects with the requirements of the City of Orem, the Utah Department of Transportation and any other state or municipal agency having jurisdiction over the Granite Property and/or the NFT Property. The Entranceway Improvements, the Entranceway Easement, and the Access Easement shall be engineered and constructed in a manner that is sufficient for the use by heavy equipment and trucks.

4. **MAINTENANCE.** NFT and Granite shall each be responsible, at their own expense, for the maintenance and repair of those portions of the entranceway, Entranceway Easement, and Access Easement as are located on their respective properties.

5. **CONSTRUCTION AREA LIMITATIONS.** Granite covenants and agrees that Granite shall not construct any permanent structure within the ten (10) foot area immediately to the West of the Western Boundary of the NFT Burdened Parcel and NFT covenants and agrees that NFT shall not construct any permanent structures within the twenty (20) foot area located immediately to the East of the Eastern Boundary of the NFT Burdened Parcel.

6. **COVENANTS RUN WITH THE LAND.** The covenants and obligations of NFT and Granite under this Agreement run with the land and are a burden respectively on the NFT Property and the Granite Property for the respective benefit of the Granite Property and the NFT Property.

7. **UTAH LAW.** This Agreement shall be interpreted pursuant to the laws of the State of Utah.

8. **ATTORNEY'S FEES.** In the event that either party should be required to retain an attorney because of the default or breach of the other or to pursue any other remedy provided by law, then the non-breaching or non-defaulting party shall be entitled to a reasonable attorney's fee, whether or not the matter is actually litigated.

9. **BINDING AGREEMENT.** This Agreement shall be binding on the heirs, successors, and assigns of each of the parties hereto.

10. **RATIFICATION OF CROSS EASEMENT AGREEMENT.** Except as modified by this Agreement, NFT and Granite do hereby ratify and confirm the Cross Easement Agreement and their respective rights and responsibilities thereunder.

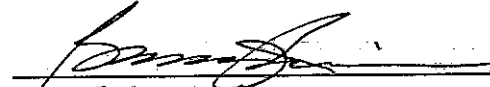
DATED this day and year first above written.

NFT:

NFT TRANSPORTATION, INC.

BY:

ITS:

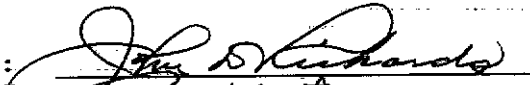

SECRETARY

GRANITE:

GRANITE FURNITURE, INC.

BY:

ITS:


President

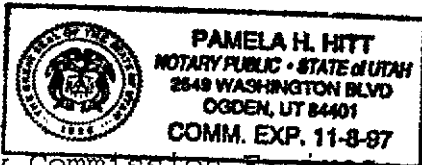
STATE OF UTAH)

ENT 7859 BK 4504 PG 585

COUNTY OF SALT LAKE)

SS.

The foregoing instrument was acknowledged before me this 16
day of June, 1995, by Bradley J. Eichers, Secretary of
NFT TRANSPORTATION, INC., a Utah corporation.



My Commission Expires:

11-8-97

Pamela H. Hitt
NOTARY PUBLIC

Residing At:

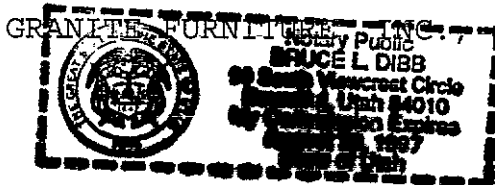
Ogden, Utah

STATE OF UTAH)

COUNTY OF SALT LAKE)

SS.

The foregoing instrument was acknowledged before me this 20th
day of June, 1995, by John D. Richards, President of
GRANITE FURNITURE, INC., a Utah corporation.



My Commission Expires:

8/23/97

Bruce L. Dibb
NOTARY PUBLIC

Residing At:

Bountiful, UT

THE UNDERSIGNED DICK W. BURR AND MYRTH L. BURR, as Trust Deed beneficiaries, hereby execute this Agreement to evidence their consent to and acceptance of the Cross Easement Agreement as amended and restated by this Agreement.

DATED this 16th day of Sept. ~~June~~, 1995.

Dick W. Burr
Dick W. Burr

Myrth L. Burr
Myrth L. Burr

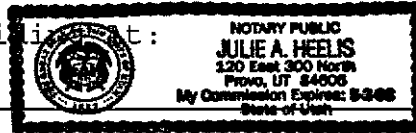
STATE OF UTAH)
)
COUNTY OF SALT LAKE) ss.

The foregoing instrument was acknowledged before me this 16th day of Sept. ~~June~~, 1995, by Dick W. Burr.

Julie Heelis
NOTARY PUBLIC

My Commission Expires: _____

Residence: _____



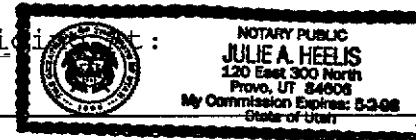
STATE OF UTAH)
)
COUNTY OF SALT LAKE) ss.

The foregoing instrument was acknowledged before me this 16th day of Sept. ~~June~~, 1995, by Myrth L. Burr.

Julie Heelis
NOTARY PUBLIC

My Commission Expires: _____

Residence: _____



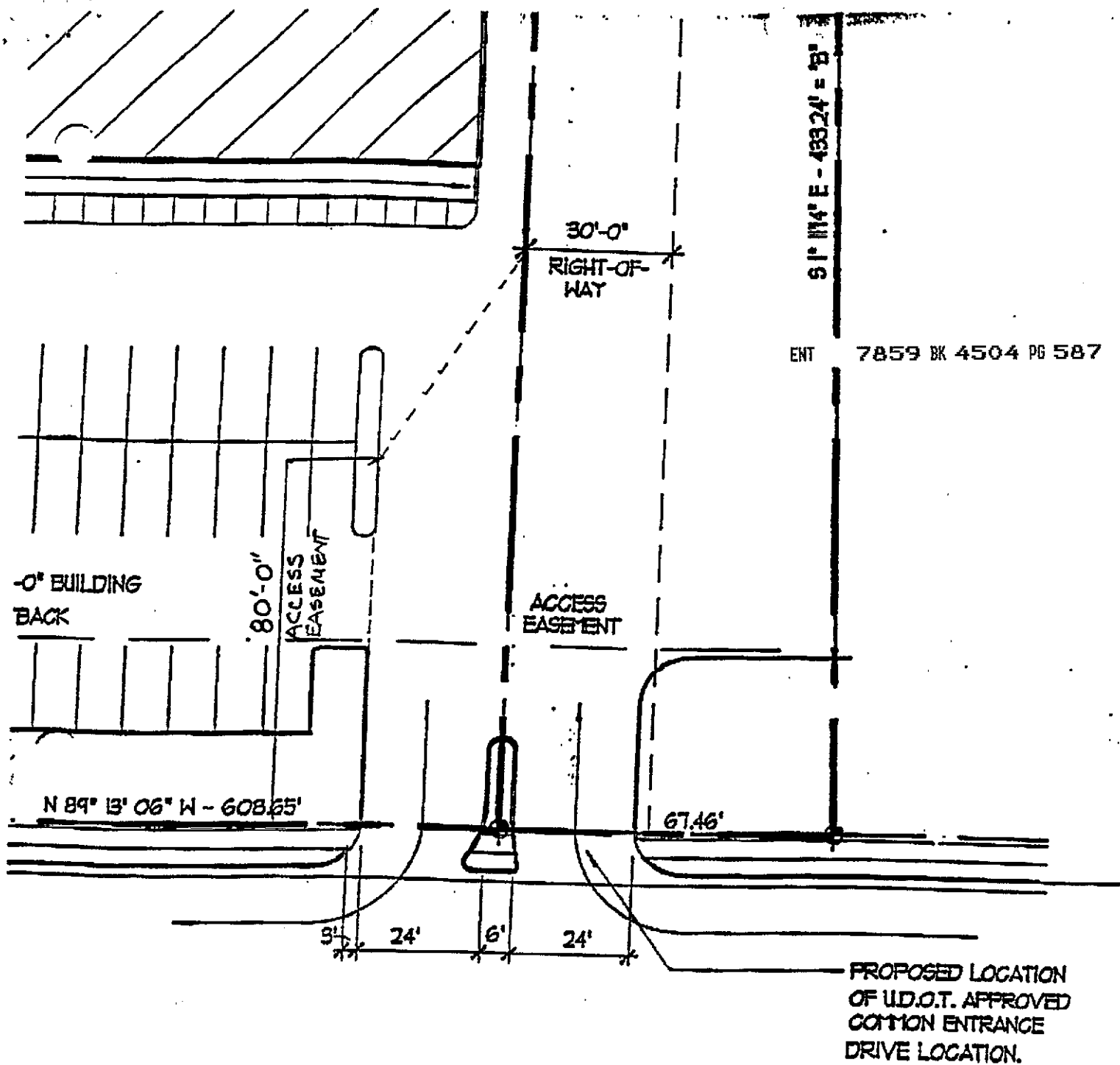


EXHIBIT A

LOCATION OF EXISTING ACCESS
DRIVE @ SOUTH SIDE OF STREET