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WHEN RECORDED MAIL TO:
The Fitzgerald Investment Company
6076 South 900 East, Suite 100
Salt Lake City, Utah 84121

8359389
09/19/2002 04:05 PM 16.00
Book - 8651 Pg - 1724-1727
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MERRILL TITLE
BY: BAP, DEPUTY - WI 4 P.

CROSS EASEMENT AGREEMENT

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THIS CROSS EASEMENT AGREEMENT is made and entered into this ____ day of September, 2002, by and between ROGER R. BROCKBANK and NATHAN A. BROCKBANK (hereinafter referred to as ("Brockbank") and THE FITZGERALD INVESTMENT COMPANY, a Utah Corporation (hereinafter referred to as "Fitzgerald").

WHEREAS, on or about July 3, 2002, the parties entered into a final Real Estate Purchase Contract wherein Fitzgerald agreed to purchase from Brockbank and Brockbank agreed to sell to Fitzgerald certain real property located in Salt Lake County at 874 East 5900 South, Salt Lake City, Utah 84107, and more particular described in Exhibit "A" attached hereto, hereinafter referred to as "Parcel A". (The address of Parcel A has subsequently been changed to 6076 South 900 East, Salt Lake City, Utah 84121); and

WHEREAS, Brockbank continues to own certain real property adjacent to Parcel A located in Salt Lake County at 6084 South 900 East, Salt Lake City, Utah 84121, and more particular described in Exhibit "B" attached hereto, hereinafter referred to as "Parcel B"; and

WHEREAS, Addendum 6 of the Real Estate Purchase Contract provides that the parties will enter into and record Cross Easement Agreements for ingress and egress and for parking upon the respective parcels of property; and

WHEREAS, the parties desire to grant such cross easements for the mutual benefit and convenience of the parties, their employees, customers, invitees, tenants and agents;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby mutually agree as follows:

1. Brockbank grants to Fitzgerald, its successors and assigns, in the ownership, occupancy and use of Parcel B, including without limitation Fitzgerald's tenants and their customers, invitees, agents and employees, a non-exclusive easement for ingress and egress over and through the dedicated driveway areas of Parcel A.

2. Fitzgerald grants to Brockbank, his successors and assigns, in the ownership, occupancy and use of Parcel A, including without limitation Brockbank's tenants and their customers, invitees, agents and employees, a non-exclusive easement for ingress and egress over and through the dedicated driveway areas of Parcel B.

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3. Brockbank grants to Fitzgerald, its successors and assigns, in the ownership, occupancy and use of Parcel A, including without limitation Fitzgerald's tenants and their customers, invitees, agents and employees, a non-exclusive parking easement in and on the 10 parking stalls located along the Northern border of Parcel B. (The parking easement does not include the two handicapped stalls currently located along the Northern border of Parcel B). A site plan showing the exact location of the easement stalls is attached hereto as Exhibit "C" and incorporated herein by reference. Fitzgerald agrees to pay one-half (1/2) of the cost of maintenance of the parking easement area, including cleaning, snow removal, line painting, and asphalt repair or replacement. Fitzgerald further agrees to pay one-half (1/2) of the cost of maintenance and upkeep of the planter area adjacent to the easement parking stalls.

Brockbank may relocate the above 10-stall parking easement from its current location to an equal number of other stalls on Parcel B as reasonably required from time to time for legitimate business purposes. The relocated stalls shall be substantially contiguous unless otherwise agreed by the parties. Fitzgerald agrees to execute such documents as are reasonably requested by Brockbank to facilitate the relocation.

4. Brockbank grants to Fitzgerald, its successors and assigns, in the ownership, occupancy and use of Parcel A, including without limitation Fitzgerald's tenants and their customers, invitees, agents and employees, a non-exclusive easement for use of the dumpster space and dumpster located on Parcel B. The cost of dumpster service shall be shared equally unless otherwise agreed. Other persons using the dumpster, if any, shall be assessed their fair share of the cost.

5. The easements granted herein shall binding upon and inure to the benefit of the parties hereto and their respective grantees, transferees, successors and assigns, and shall be deemed to run with the land in favor of the benefited property and as a burden against the easement property as the case may be.

6. Brockbank represents and warrants that there are no easements or rights of way affecting Parcel A or Parcel B except as disclosed herein or as a matter of record in the Salt Lake County Recorder's office.

7. The parties hereto mutually agree to act in good faith with respect to the implementation and operation of this Cross Easement Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Cross Easement Agreement on the date first written above.

ROGER R. BROCKBANK

NATHAN A. BROCKBANK



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THE FITZGERALD INVESTMENT COMPANY
a Utah Corporation

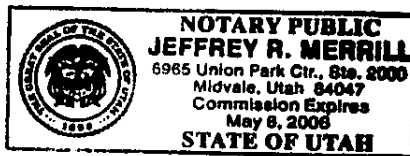
Kent A. Fitzgerald
Kent A. Fitzgerald, Vice-President

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

On the ___ day of September, 2002, before me, the undersigned Notary Public in and for said State, personally appeared ROGER R. BROCKBANK and NATHAN A. BROCKBANK, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Jeffrey R. Merrill
Notary Public in and for said State

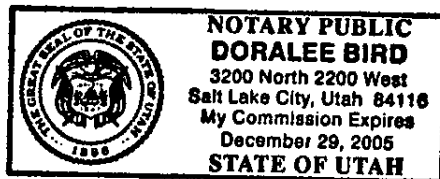


STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 18th day of September, 2002, before me, the undersigned Notary Public in and for said State, personally appeared KENT A. FITZGERALD, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he is the Vice-President of The Fitzgerald Investment Company, a Utah corporation, and that the within and foregoing instrument was signed by him as Vice-President in and on behalf of said corporation.

WITNESS my hand and official seal.

Doralee Bird
Notary Public in and for said State



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