

**Recording requested by and
When recorded return to:**

University Place Parking Phase 1 L.L.C.
c/o Woodbury Corporation
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109
Attn: Office of the General Counsel

Parcel Nos. 57:095:0001 (Lot 3), 57:095:0002 (Lot 6B), and 57:095:0003 (Lot 6C)

Space above for Recorder's Use Only

CROSS ACCESS EASEMENT AGREEMENT

This Cross Access Easement Agreement (this "**Agreement**") is made and entered into this 8 day of January 2018, by and between University Place Parking Phase 1 L.L.C., a Utah limited liability company ("**Parking Garage**"), and University Mall Shopping Center, L.C., a Utah limited liability company ("**Apartments**"). Apartments and Parking Garage may hereafter be referred to individually as a "**Party**" or collectively as the "**Parties**".

RECITALS

A. Parking Garage is the owner of real property located in Orem, Utah legally described in the attached **Exhibit F** ("**Parking Garage Property**"). Parking Garage is in the process of constructing a parking garage structure on the Parking Garage Property.

B. Apartments is the owner of real property located in Orem, Utah legally described in the attached **Exhibit G** ("**Apartments Property**"). Apartments intends to construct an apartment building on the Apartments Property. Apartments is also the owner of additional real property located to the west of the Parking Garage and Apartments Property, which property is legally described on the attached **Exhibit G-1**.

C. The Parties desire to grant each other an ingress and egress easement for vehicular and pedestrian traffic in, over, through, and across those portions of the Parking Garage Property and Apartments Property (collectively, "**Properties**") specifically designed for such use from time to time.

AGREEMENT

NOW THEREFORE, subject to and conditioned upon the terms, restrictions, and conditions contained in this Agreement, and for valuable consideration, the sufficiency and receipt of which is hereby acknowledged and agreed, and in further consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. Recitals. The recitals set forth above, included the exhibits referenced therein, are hereby incorporated into and deemed a part of this Agreement.

2. Grant of Easement by Apartments. Apartments hereby grants unto Parking Garage, its successors and assigns, a perpetual nonexclusive easement for ingress and egress in, over, through, and across those portions of the Apartments Property specifically designed for use by vehicular and pedestrian traffic from time to time (the "**Parking Garage Access Easement**"). Without limiting the foregoing, the Parking Garage Access Easement specifically includes access through the northeastern portion of the Apartments Property legally described in **Exhibit A** and substantially depicted in **Exhibit A-1**, which exhibits are attached hereto and incorporated herein. Without limiting the foregoing, the Parking Garage Access Easement also specifically includes access to the elevator, stairway, and vestibule to be located on the Apartments Property near the southeastern portion of Parking Garage Property in the area legally described in **Exhibit B** and substantially depicted in **Exhibit B-1**, which exhibits are attached hereto and incorporated herein. Without limiting the foregoing, the Parking Garage Access Easement also specifically includes access through the additional real property described on Exhibit G-1 along the western border of the Parking Garage Property, which access area is legally described in **Exhibit C** and substantially depicted in **Exhibit C-1**, which exhibits are attached hereto and incorporated herein. Parking Garage shall have the non-exclusive right to use the Parking Garage Access Easement for the purpose of vehicular and pedestrian access only by Parking Garage, its tenants, subtenants, licensees, invitees, guests, and employees to and from the Parking Garage Property across the Parking Garage Access Easement to the Parking Garage Property and adjacent right-of-ways. The easement herein granted shall not be construed to grant any parking rights on the Apartments Property in favor of Parking Garage, its tenants, subtenants, licensees, invitees, guests, and employees. Apartments shall maintain its access drive aisles to provide for normal traffic flows between the Parking Garage Property and the adjacent shopping center drive aisles and rights-of-way.

3. Grant of Easement by Parking Garage. Parking Garage hereby grants unto Apartments, its successors and assigns, a perpetual nonexclusive easement for ingress and egress in, over, through, and across those portions of the Parking Garage Property specifically designed for use by vehicular and pedestrian traffic from time to time (the "**Apartments Access Easement**"). Without limiting the foregoing, the Apartments Access Easement specifically includes access through the western border of the Parking Garage Property to the additional real property described on Exhibit G-1, which access area is legally described in Exhibit C and substantially depicted in Exhibit C-1. Without limiting the foregoing, the Apartments Access Easement also specifically includes access along the eastern border of the Parking Garage Property to loading docks located in the area legally described in **Exhibit D** and substantially depicted in **Exhibit D-1**, which exhibits are attached hereto and incorporated herein. Without limiting the foregoing, the Apartments Access Easement also specifically includes access to the elevator, stairway, and vestibule along a portion of the northern border of the Parking Garage Property in the area legally described in **Exhibit E** and substantially depicted in **Exhibit E-1**, which exhibits are attached hereto and incorporated herein. Apartments shall have the non-exclusive right to use the Apartments Access Easement for the purpose of vehicular and pedestrian access only by Apartments, its tenants, licensees, invitees, guests, and employees to and from the Apartments Property across the Apartments Access Easement to the Apartments

Property and adjacent right-of-ways. The easement herein granted shall not be construed to grant any parking rights on the Parking Garage Property in favor of Apartments, its tenants, licensees, invitees, guests, and employees. Parking Garage shall maintain its access drive aisles to provide for normal traffic flows between the Apartments Property and the adjacent shopping center drive aisles and rights-of-way.

4. Use of Property. The Properties shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted, or permitted on or with respect to all or any portion of the Properties which is illegal.

5. Design and Construction. The improvements constructed on the Properties shall be designed and constructed in accordance with the plans as approved by both Parties. Any modifications from the approved site plan and elevations must be submitted to and approved by both Parties.

6. Maintenance. Each Party shall pay the maintenance expenses of their respective property. The Properties shall be kept neat and orderly until improved and constructed. Following completion of the improvements on the Properties, each Party shall maintain its property in good condition and repair. The maintenance is to include, without limitation, the following:

- a. Maintaining the surfaces in a level, smooth, and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;
- b. Removing all ice, snow, mud, sand, filth, debris, and refuse, and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
- c. Placing, keeping in repair, and replacing any necessary and appropriate directional signs, markers, and lines, to the extent installed; and
- d. Placing, operating, keeping in repair, and replacing, where necessary, such artificial lighting facilities as shall be reasonably required.

Subject to the mutual agreement of the Parties, a third party may be appointed as an agent of the Parties to maintain the Properties in the manner outlined above.

7. Indemnification and Related Matters. Parking Garage agrees to indemnify, defend, and hold Apartments harmless from and against any direct injury, loss, damage or liability, costs or expenses (including reasonable attorneys' fees and court costs) resulting from Parking Garage's use of the Parking Garage Access Easement, except to the extent attributable to the negligent or intentional act or omission of Apartments or its employees, agents, tenants, licenses, and invitees. Apartments agrees to indemnify, defend, and hold Parking Garage harmless from and against any direct injury, loss, damage or liability, costs or expenses

(including reasonable attorneys' fees and court costs) resulting from Apartments' use of the Apartments Access Easement, except to the extent attributable to the negligent or intentional act or omission of Parking Garage or its employees, agents, tenants, licenses, and invitees. No Party shall be responsible to indemnify, defend, or hold the other Party harmless against any liability arising out of any condition existing within the Parking Garage Access Easement or Apartments Access Easement on or prior to the date this Agreement is recorded.

8. Easement Appurtenant; Runs with the Land. This Agreement is an easement appurtenant. This Agreement shall inure to and bind the successors and assigns of the Parties, and shall constitute a covenant running with the land.

9. Jurisdiction and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. Venue shall be proper in the Third Judicial District Court of the State of Utah, in and for Salt Lake County.

10. Not a General Public Easement. This Agreement is not a general public easement. No public or third-party rights are intended or granted hereby.

11. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and shall not be amended, except by written agreement signed by both Parties, or their successors or assigns. This Agreement supersedes all prior oral and written agreements or understandings of the Parties with respect to the subject matter hereof.

12. Interpretation. Each of the Parties to this Agreement have been represented by legal counsel, or have had the opportunity to consult legal counsel, in the course of negotiating and preparing this Agreement. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either Party, regardless of which Party caused its preparation.

13. Ownership of the Subject Real Property. Each Party, for itself, represents, covenants, and warrants that the representations in this Agreement are true and correct and that it has the right to grant the Easement.

14. Authority. Each Party, for itself, represents that it has the authority to enter in to this Agreement. Each person signing this Agreement on behalf of either Party represents he/she has the authority to do so.

15. Binding Effect. This Agreement shall be binding upon the heirs, successors, and assigns of the respective parties.

16. Remedies; Attorney's Fees. In the event of a breach by either Party, the non-breaching Party shall have all remedies available at law or in equity, including but not limited to, injunctive or other equitable relief. In any suit, action, or appeal therefrom to enforce or interpret this Agreement, the substantially prevailing Party shall be entitled to recover its costs incurred, therein, including reasonable attorneys' fees and costs (and including reasonable attorneys' fees and costs during any appeal or bankruptcy proceeding).

17. Recordation. This Agreement shall be recorded in the records of Utah County, Utah.

18. Notices. Any notice or demand required by or pursuant to this Agreement shall be in writing and personally delivered, or mailed by First Class U.S. Mail (postage pre-paid), to the appropriate Party's address (below), or to such other address as a Party shall have last designated by notice, in writing, to the other Party, as provided herein.

To Parking Garage:

University Place Parking Phase 1 L.L.C.
c/o Woodbury Corporation
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109
Attn: Office of the General Counsel

To Apartments:

University Mall Shopping Center, L.C.
c/o Woodbury Corporation
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109
Attn: Office of the General Counsel

19. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the violating provision shall be excised or stricken, and all remaining provisions shall remain valid, binding, and enforceable.

20. Effective Date. This Agreement shall be effective beginning on the date it is recorded in the official records of Utah County, Utah.


21. Subordination to First Deed of Trust. Any amounts due under this Agreement from one Party to the other Party, including, without limitation, any indemnity obligations and amounts recoverable under Section 16 above, shall be subordinate to any first deed of trust granted in favor of an unaffiliated, institutional lender in the business of making loans and credit facilities of the type secured by such deed of trust, and no such lender shall be liable for any obligation under this Agreement other than obligations based upon facts first arising after such lender obtains ownership of the respective Property pursuant to foreclosure or deed-in-lieu of foreclosure. This subordination is limited to the monetary obligations that may arise under this Agreement and does not affect the priority of the Agreement itself or the easements created herein.

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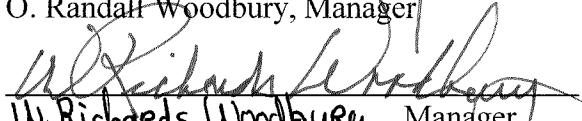
IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

PARKING GARAGE: **University Place Parking Phase 1 L.L.C.**
a Utah limited liability company

By: Woodbury Management Company, L.C.
a Utah limited liability company
its Manager



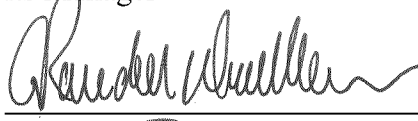
O. Randall Woodbury, Manager



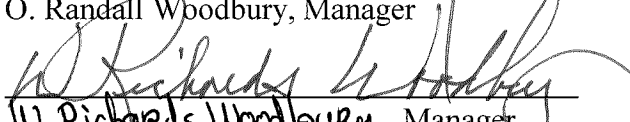
W. Richards Woodbury, Manager

APARTMENTS: **University Mall Shopping Center, L.C.**
a Utah limited liability company

By: Woodbury Management Company, L.C.
a Utah limited liability company
its Manager



O. Randall Woodbury, Manager



W. Richards Woodbury, Manager

ACKNOWLEDGMENTS OF PARKING GARAGE

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

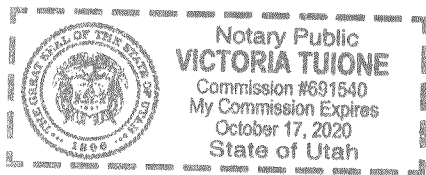
On the 8th day of Jan. 2018, before me personally appeared O. Randall Woodbury, to me personally known to be a Manager of Woodbury Management Company, L.C., a Utah limited liability company, the Manager of University Place Parking Phase 1 L.L.C., the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its governing documents.



[Signature]
Notary Public

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

On the 5th day of January 2018, before me personally appeared W. Richard Woodbury, to me personally known to be a Manager of Woodbury Management Company, L.C., a Utah limited liability company, the Manager of University Place Parking Phase 1 L.L.C., the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its governing documents.



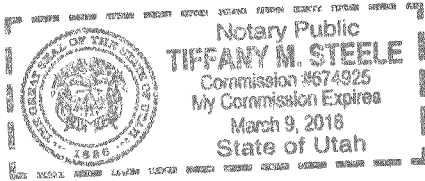
[Signature]
Notary Public

[Handwritten mark]

ACKNOWLEDGMENTS OF APARTMENTS

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

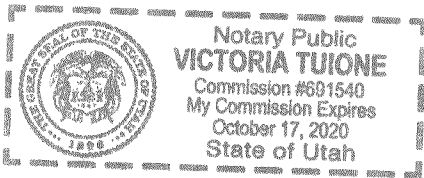
On the 8th day of Jan. 2018, before me personally appeared O. Randall Woodbury, to me personally known to be a Manager of Woodbury Management Company, L.C., a Utah limited liability company, the Manager of University Mall Shopping Center, L.C., the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its governing documents.



Tiffany Steele
Notary Public

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

On the 6th day of January 2018, before me personally appeared W. Richards Woodbury, to me personally known to be a Manager of Woodbury Management Company, L.C., a Utah limited liability company, the Manager of University Mall Shopping Center, L.C., the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its governing documents.



Victoria Tuione
Notary Public

[Handwritten initials]
[Handwritten initials]

EXHIBIT A

LEGAL DESCRIPTION OF NORTHEASTERN ACCESS

December 8, 2017
K. Engstrom

**LEGAL DESCRIPTION
NORTHEAST ACCESS EASEMENT
N. TOWER PARKING STRUCTURE & ASTON PARKSIDE,
UNIVERSITY PLACE MALL**

This legal description describes a portion of Tax ID No. 57:090:0007, situate in the Southeast Quarter (SE 1/4) of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian, and described as follows:

*Beginning at a point on the northerly property line of Lot 6B of the to-be-filed University Mall Subdivision (Plat 14)-Lot 3 and Lot 6 Amended, said point being South 89°17'35" East along the south section line of the Southeast Quarter of said Section 23 1079.51 feet and North 424.88 feet from the south quarter corner of said Section 23 and thence along said northerly property line North 85°57'05" West 35.50 feet; thence departing said northerly property line North 04°05'58" East 44.58 feet to the northerly property line of Lot 6C of said Subdivision; thence along the northerly property line of said Lot 6C South 68°59'24" East 35.55 feet; thence departing said northerly property line South 04°05'58" West 46.46 feet to the **Point of Beginning**.*

The above-described portion contains 1,616 square feet or 0.037 acres.

BASIS OF BEARING

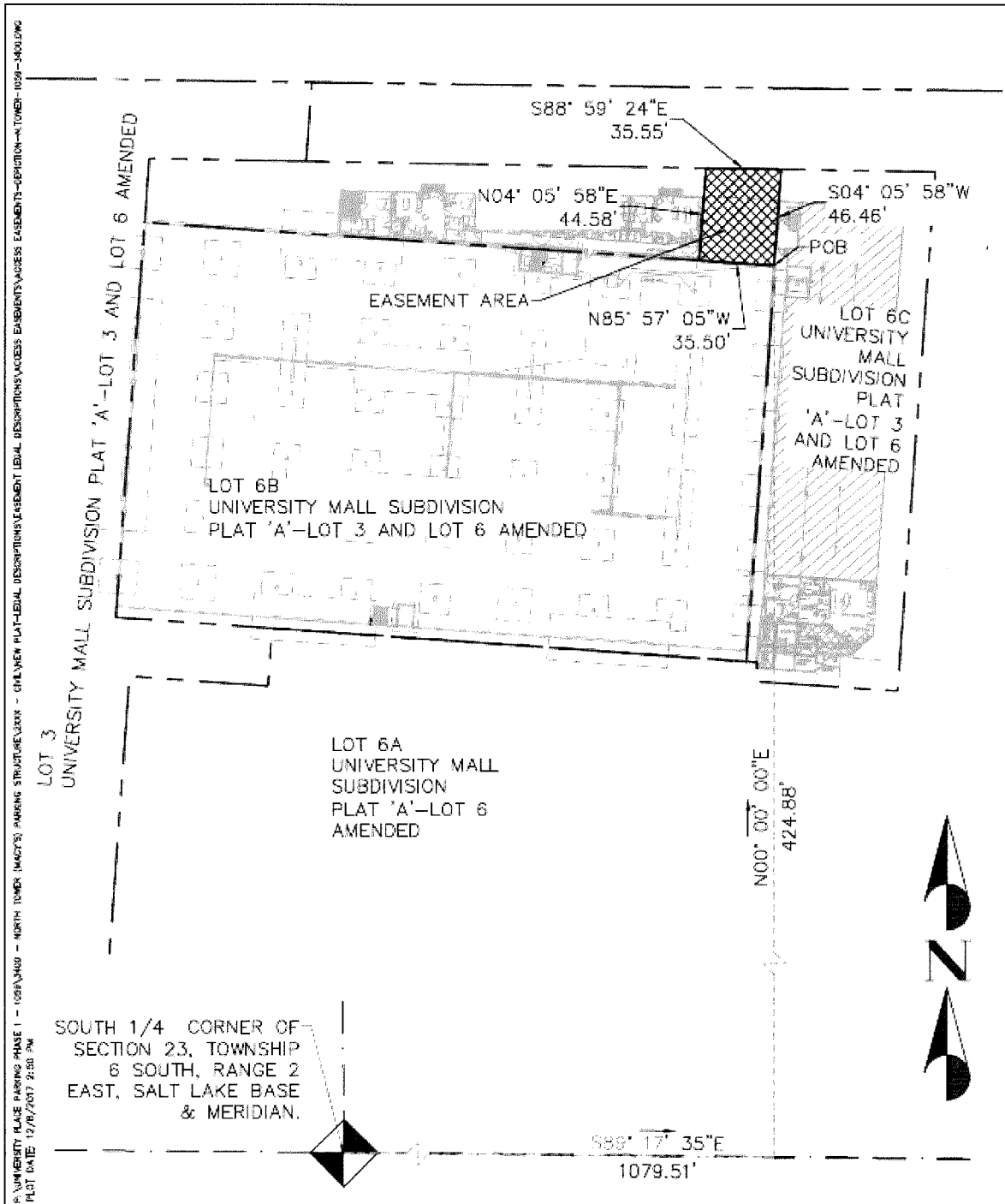
South 89°17'35" East, being the bearing of the south section line of the Southeast Quarter of said Section 23.

End of description.

Ker Engstrom, P.E.
Professional Engineer
Utah License No. 266810-2203

EXHIBIT A-1

DEPICTION OF NORTHEASTERN ACCESS



DRAWN BY: K. ENSTROM
DATE: 12/06/2017
SCALE: 1"=60' (PLS 3117)
ENTRY NO: 108
SHEET: 1 OF 1

NORTHEAST ACCESS
EASEMENT
N. TOWER PARKING STRUCTURE
& ASTON PARKSIDE
OREM, UT

WOODBURY CORPORATION

2700 WEST PARKWAY EAST, SUITE 200
SALT LAKE CITY, UTAH 84119
(801) 486-9700

EXHIBIT B

**LEGAL DESCRIPTION OF SOUTH EAST ELEVATOR, STAIRWAY,
AND VESTIBULE ACCESS**

December 12, 2017
K. Engstrom

**LEGAL DESCRIPTION
SOUTHEAST ACCESS EASEMENT
N. TOWER PARKING STRUCTURE & ASTON PARKSIDE,
UNIVERSITY PLACE MALL**

This legal description describes a portion of Tax ID No. 57-090-0007, situate in the Southeast Quarter (SE 1/4) of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian, and described as follows:

Beginning at southeast property corner of Lot 6B of the to-be-filed University Mall Subdivision Plat A-Lot 3 and Lot 6 Amended, said corner also being a southwest property corner of Lot 6C of said Subdivision, said corner also being South 89°17'35" East along the south section line of the Southeast Quarter of said Section 23 1066.64 feet and North 236.09 feet from the south quarter corner of said Section 23 and thence running along the easterly property line of said Lot 6B North 04°05'58" East 25.32 feet; thence departing said easterly property line South 85°55'58" East 15.39 feet; thence South 04°05'58" West 9.77 feet; thence South 85°55'58" East 8.95 feet; thence South 04°05'58" West 7.67 feet; thence South 85°55'58" East 10.96 feet; thence South 04°05'58" West 9.92 feet; thence North 85°55'58" West 30.21 feet to the westerly property line of Lot 6C of said Subdivision; thence along said westerly property line North 04°00'00" East 2.04 feet; thence along the southerly property line of said Lot 6C North 85°55'58" West 5.11 feet to the **Point of Beginning.**

The above-described portion contains 677 square feet or 0.015 acres.

BASIS OF BEARING

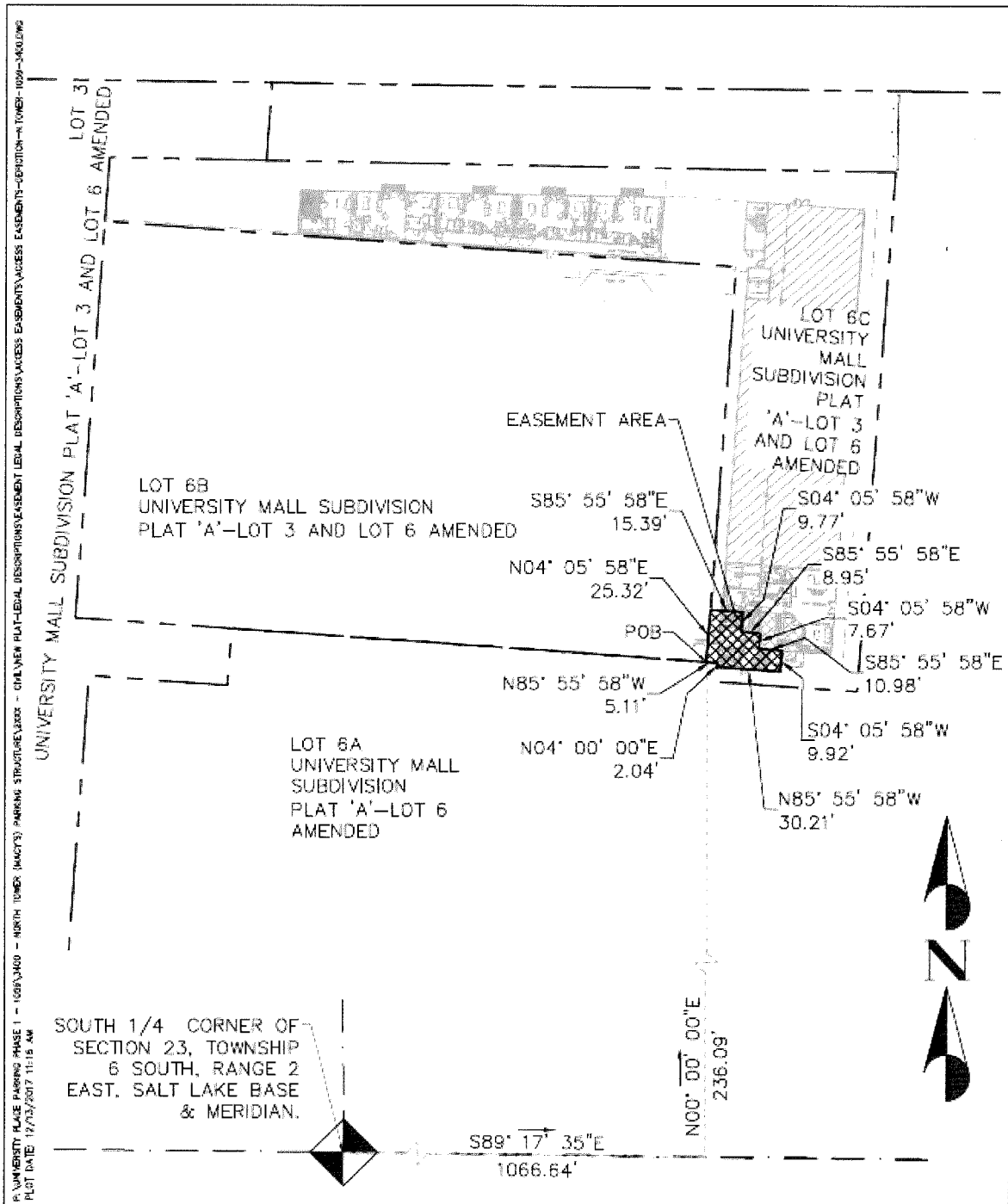
South 89°17'35" East, being the bearing of the south section line of the Southeast Quarter of said Section 23.

End of description.

Ken Engstrom, P.E.
Professional Engineer
Utah License No. 260810-2203

EXHIBIT B-1

DEPICTION OF SOUTH EAST ELEVATOR, STAIRWAY, AND VESTIBULE ACCESS



DRAWN BY: K. ENSTROM
 DATE: 12/13/2017
 ENTRY NO: 17420 (05/11/17)
 SHEET: 1 OF 1

SOUTHEAST ACCESS
 EASEMENT
 K TOWER PARKING STRUCTURE
 & ASTON PARKSIDE
 OREGON, OR

WOODBURY CORPORATION

2700 EAST PARKWAY DRIVE, SUITE 200
 SALT LAKE CITY, UTAH 84143
 (801) 486-7700

[Handwritten signature]

EXHIBIT C

LEGAL DESCRIPTION OF WESTERN ACCESS

December 11, 2017
K. Engstrom

**LEGAL DESCRIPTION
WEST CROSS ACCESS EASEMENT
N. TOWER PARKING STRUCTURE & ASTON PARKSIDE,
UNIVERSITY PLACE MALL**

This legal description describes a line of Tax ID Nos. 57:090:0007 and 57:092:0003, situate in the Southeast Quarter (SE 1/4) of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian, and described as follows:

Beginning at the northwest corner of Lot 6B of the to-be-filed University Mall Subdivision Plat A-Lot 3 and Lot 6 Amended, said corner being South 89°17'35" East along the south section line of the Southeast Quarter of said Section 23 782.30 feet and North 442.24 feet from the south quarter corner of said Section 23 and thence South 04°04'02" West 188.96 feet to the southwest corner of said Lot 6B and the ***Point of Termination***.

BASIS OF BEARING

South 89°17'35" East, being the bearing of the south section line of the Southeast Quarter of said Section 23.

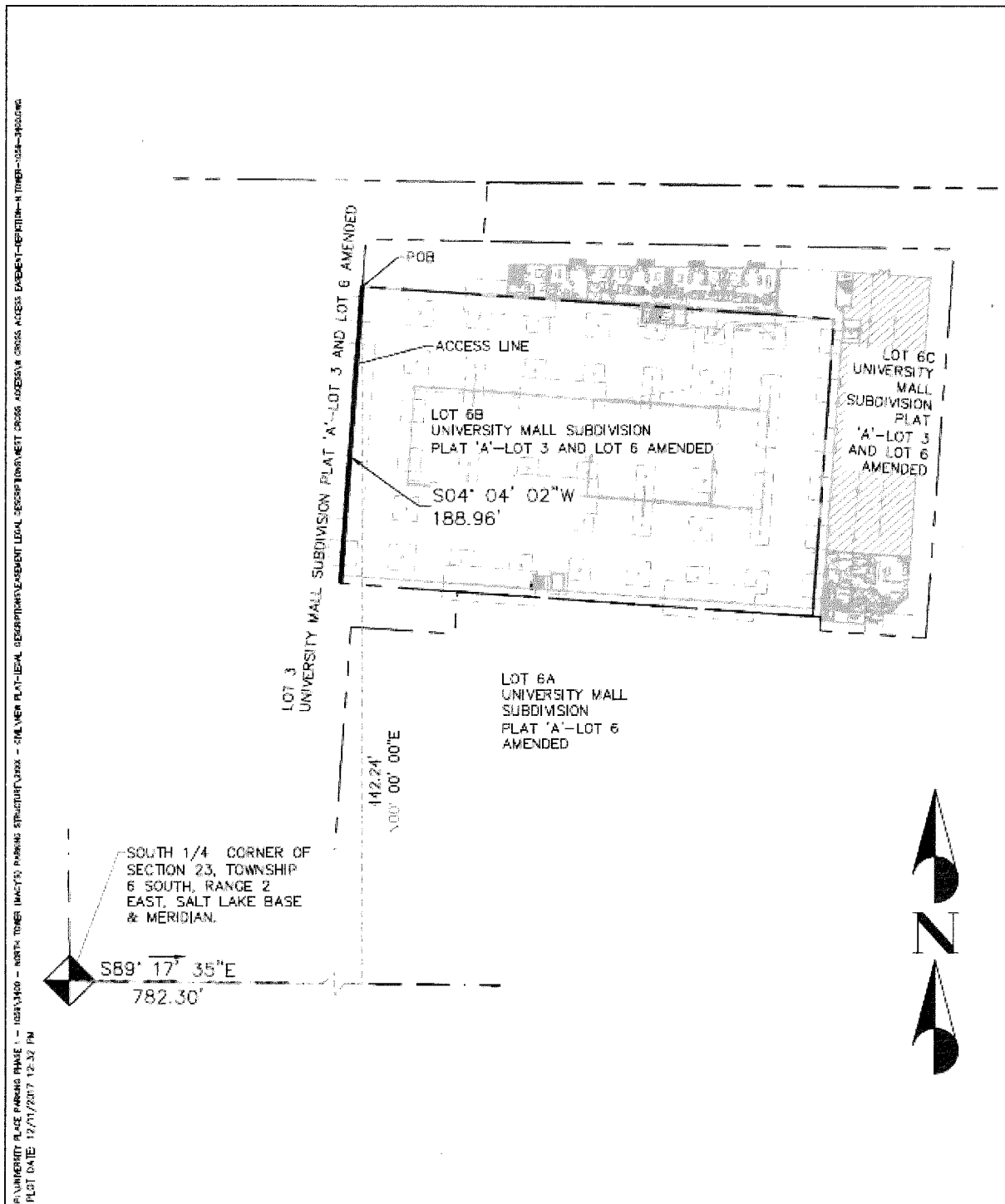
End of description.

Ken Engstrom, P.E.
Professional Engineer
Utah License No. 260810-2203



EXHIBIT C-1

DEPICTION OF WESTERN ACCESS



PLANNED PLACE PARKING PHASE 1 - 10873160 - NORTH TOWER (MCC) PARKING STRUCTURE/CHOK - 50' WIDER PLAT - LEV. DESCRIPTION/ASBESTOS LEVEL. SPECIFIC/ASBESTOS LEVEL. CROSS ACCESS. CROSS ACCESS. EASEMENT - H. TRIMP - USE - HOLDING. PLST DATE: 12/01/2017 12:32 PM

DRAWN BY: K. ENSTROM
 DATE: 12/01/2017
 SCALE: 1"=60' (30.5"=111')
 ENTRY NO: 1050
 SHEET: 1 OF 1

W. CROSS ACCESS EASEMENT
 K. TOWER PARKING STRUCTURE
 & ASTON PARKSIDE
 OREM, UT



WOODBURY CORPORATION
 2750 EAST CHRYSLER BLVD. SUITE 200
 SALT LAKE CITY, UTAH 84143
 (801) 465-1776

EXHIBIT D

LEGAL DESCRIPTION OF EASTERN ACCESS

December 8, 2017
K. Engstrom

**LEGAL DESCRIPTION
EAST ACCESS EASEMENT
N. TOWER PARKING STRUCTURE & ASTON PARKSIDE,
UNIVERSITY PLACE MALL**

This legal description describes a portion of Tax ID No. 57:090:0007, situate in the Southeast Quarter (SE 1/4) of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian, and described as follows:

***Beginning** at the northeast corner of Lot 6B of the to-be-filed University Mall Subdivision Plat "A"-Lot 3 and Lot 6 Amended, said corner also being an interior corner of Lot 6C of said Subdivision, said corner also being South 89°17'35" East along the south section line of the Southeast Quarter of said Section 23 1080.15 feet and North 424.84 feet from the south quarter corner of said Section 23 and thence South 85°57'05" East 5.00 feet; thence South 04°05'58" West 189.06 feet to the southerly property line of said Lot 6C; thence along the southerly property line of said Lot 6C North 85°55'58" West 5.00 feet to a southwest corner of said Lot 6C; thence along the westerly property line of said Lot 6C North 04°05'58" East 189.06 feet to the **Point of Beginning**.*

The above-described portion contains 945 square feet or 0.022 acres.

BASIS OF BEARING

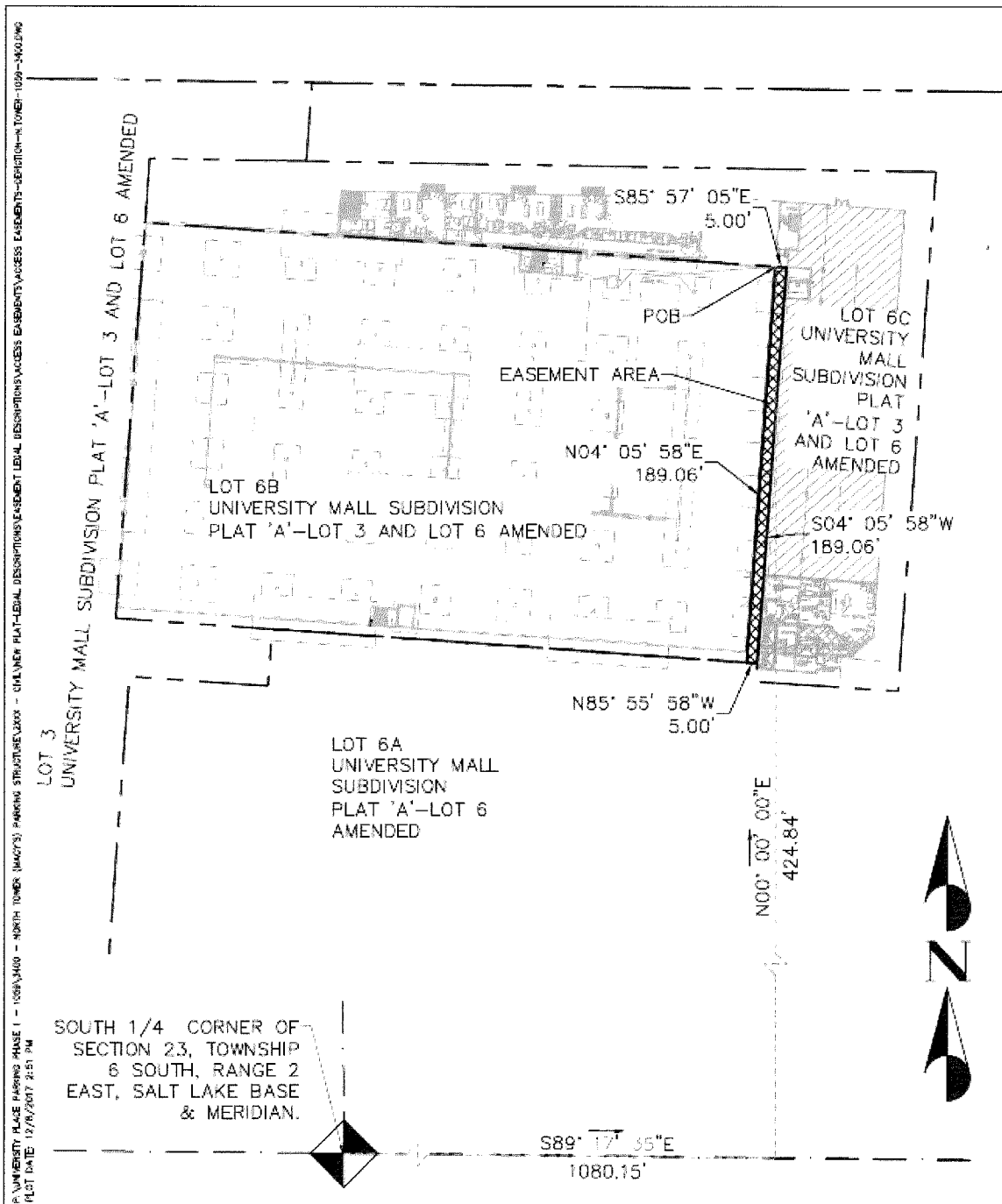
South 89°17'35" East, being the bearing of the south section line of the Southeast Quarter of said Section 23.

End of description.

*Ken Engstrom, P.E.
Professional Engineer
Utah License No. 260810-2203*

EXHIBIT D-1

DEPICTION OF EASTERN ACCESS



P: UNIVERSITY PLACE PARKING PHASE I - 1008VJ460 - NORTH TOWER (MAGY'S) PARKING STRUCTURE/VEHICLE - CHILDREN PLAY-LEGAL DESCRIPTION/EASEMENT/LEGAL DESCRIPTIONS/EASEMENT ACCESS EASEMENTS/ACCESS EASEMENTS-DEFINITION-N TOWER-1029-360.DWG
 (PLOT DATED 12/16/2017 2:51 PM)

SOUTH 1/4 CORNER OF
 SECTION 23, TOWNSHIP
 6 SOUTH, RANGE 2
 EAST, SALT LAKE BASE
 & MERIDIAN.

LOT 6A
 UNIVERSITY MALL
 SUBDIVISION
 PLAT 'A'-LOT 6
 AMENDED

LOT 6B
 UNIVERSITY MALL SUBDIVISION
 PLAT 'A'-LOT 3 AND LOT 6
 AMENDED

LOT 6C
 UNIVERSITY
 MALL
 SUBDIVISION
 PLAT
 'A'-LOT 3
 AND LOT 6
 AMENDED

DRAWN BY: K. ENGSTROM
 DATE: 12/08/2017
 SCALE: 1"=60' (8.5"=111')
 ENTRY NO: 1066
 SHEET: 1 OF 1

EAST ACCESS EASEMENT
 N. TOWER PARKING STRUCTURE
 & ASTON PARKSIDE
 OREM, UT



WOODBURY CORPORATION
 2700 EAST PHOENIX BLVD. SUITE 200
 SALT LAKE CITY, UTAH 84143
 (801) 486-7778



EXHIBIT E

LEGAL DESCRIPTION OF NORTH ELEVATOR, STAIRWAY, AND VESTIBULE ACCESS

December 8, 2017
K. Engstrom

**LEGAL DESCRIPTION
NORTH ACCESS EASEMENT
N. TOWER PARKING STRUCTURE & ASTON PARKSIDE,
UNIVERSITY PLACE MALL**

This legal description describes a portion of Tax ID No. 57-090:0007, situate in the Southeast Quarter (SE 1/4) of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian, and described as follows:

Beginning at a point on the northerly property line of Lot 6B of the to-be-filed University Mall Subdivision Plat 'A'-Lot 3 and Lot 6 Amended, said point being South 89°17'35" East along the south section line of the Southeast Quarter of said Section 23 999.66 feet and North 429.54 feet from the south quarter corner of said Section 23 and thence departing the said northerly property line South 04°05'58" West 18.00 feet; thence North 85°57'05" West 32.00 feet; thence North 04°05'58" East 7.00 feet; thence North 85°57'05" West 9.00 feet; thence North 04°05'58" East 11.00 feet to the said northerly property line; thence along said northerly property line South 85°57'05" East 41.00 feet to the **Point of Beginning**.

The above-described portion contains 675 square feet or 0.015 acres.

BASIS OF BEARING

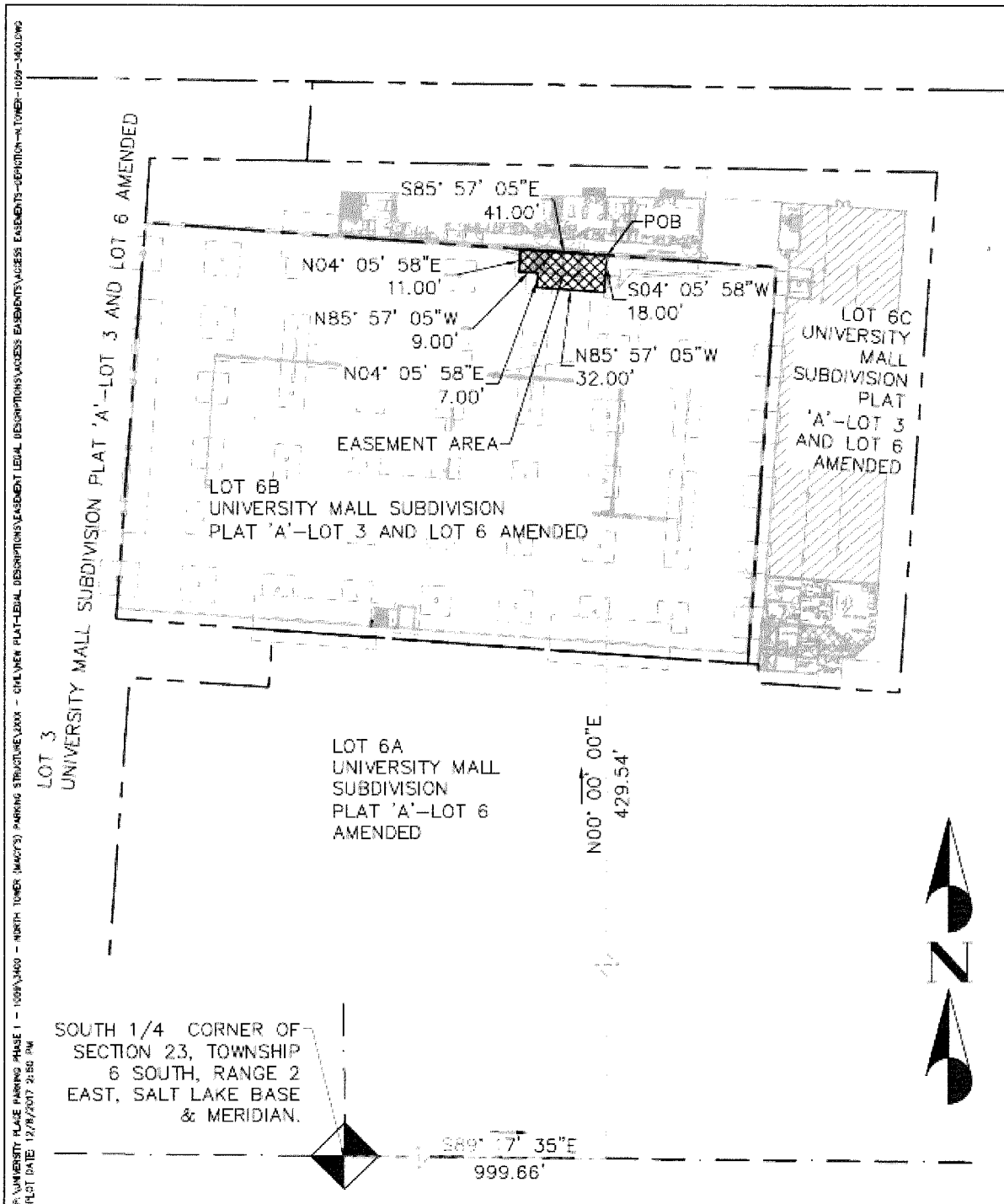
South 89°17'35" East, being the bearing of the south section line of the Southeast Quarter of said Section 23.

End of description.

Ken Engstrom, P.E.
Professional Engineer
Utah License No. 260810-2203

EXHIBIT E-1

DEPICTION OF NORTH ELEVATOR, STAIRWAY, AND VESTIBULE ACCESS



UNIVERSITY BLAZE PARKING SHALE 1 - 1029V3380 - NORTH TOWER (MAY03) PARKING STRUCTURE, LACK - CHILDREN PLAY-LEGAL DESCRIPTIONS/SEGMENT LEGAL DESCRIPTIONS/ACCESS EASEMENTS-DEFINITION-1029-360.DWG
 PLAT DATE: 12/27/2017 2:50 PM

DRAWN BY: K. ENOSTON
 DATE: 12/06/2017
 SCALE: 1"=60' (N.S.M.P.)
 ENTITY NO: 1029
 SHEET: 1 OF 1

NORTH ACCESS EASEMENT
 N. TOWER PARKING STRUCTURE
 & ASTON PARKSIDE
 OREM, UT

WOODBURY CORPORATION
 2750 EAST CHRYSLER BLVD. SUITE 200
 SALT LAKE CITY, UTAH 84143
 (801) 465-1776

EXHIBIT F

LEGAL DESCRIPTION OF PARKING GARAGE PROPERTY

Lot 6B, University Mall Subdivision Plat 'A' – Lot 3 and Lot 6 Amended, according to the Official Plat thereof, recorded December 27, 2017, as Entry No. 128638:2017, Map Filing No. 15823, in the Office of the Utah County Recorder, State of Utah.

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EXHIBIT G

LEGAL DESCRIPTION OF APARTMENTS PROPERTY

Lot 6C, University Mall Subdivision Plat 'A' – Lot 3 and Lot 6 Amended, according to the Official Plat thereof, recorded December 27, 2017, as Entry No. 128638:2017, Map Filing No. 15823, in the Office of the Utah County Recorder, State of Utah.

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EXHIBIT G-1

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

Lot 3, University Mall Subdivision Plat 'A' – Lot 3 and Lot 6 Amended, according to the Official Plat thereof, recorded December 27, 2017, as Entry No. 128638:2017, Map Filing No. 15823, in the Office of the Utah County Recorder, State of Utah.

