

When recorded mail to:
Jeffrey W. Wilkinson, P.C.
6925 Union Park Center, Suite 290
Cottonwood Heights, Utah 84047

Mail Tax Notices To:
CL3, LLC
32 W. Center Street
Midvale, UT 84047

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02/17/2009 03:19 PM \$30.00
Book - 9686 Pg - 9193-9207
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
JEFFREY W WILKINSON
6925 UNION PARK CENTER STE 290
COTTONWOOD HEIGHTS UT 84047
BY: TMM, DEPUTY - MI 10 P.

CROSS EASEMENT AGREEMENT

THIS CROSS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 12th day of February, 2009, by CL3, LLC ("CL3"), a Utah limited liability company.

RECITALS:

A. CL3 owns a parcel of real property located at 30 West Center Street, Midvale, Utah, more particularly described on Exhibit "A" attached hereto and included herein by this reference ("Parcel A").

B. CL3 also owns a parcel of real property located at 24 West Center Street, Midvale, Utah, more particularly described on Exhibit "B" attached hereto and included herein by this reference ("Parcel B").

C. Existing buildings are located on Parcels A and B as shown on the plat attached hereto as Exhibit "D" and included herein by this reference.

D. CL3 desires to permit tenants and invitees of all three buildings to use the parking facilities, driveways and sidewalks belonging to both parcels.

E. CL3 deems it desirable to create cross easements between the parcels in the event CL3 divests itself of the ownership of one or both parcels in the future.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CL3 hereby creates the easements described below, which shall, in accordance with the terms and provisions of this Agreement, apply to, bind, burden, affect and run with title to each and every Parcel.

1. Definitions. When used in this Agreement (including the portion of this Agreement titled "Recitals"), each of the following terms shall have the meaning indicated:

(a) Benefited Parties means, with respect to a Parcel, the Owner of such Parcel, a Mortgagee having a security interest in such Parcel, and the Occupants of such Parcel and their respective employees, customers, guests and invitees.

(b) Building means a building or other principal structure on a Parcel intended for use or occupancy by an Owner or Occupant of said Parcel, including, without limitation, all extensions or projections thereof, all structures or facilities accessory or integral thereto, and any garages, platforms or docks, storage tanks, canopies or overhangs, porches, enclosed malls, and similar items.

(c) Entire Tract means certain land situated in Salt Lake County, State of Utah, consisting of Parcels A and B. The Entire Tract is described on Exhibit "C" attached hereto and incorporated herein by this reference.

(d) Mortgage means a recorded mortgage, deed of trust or other security instrument or agreement on any Parcel or portion thereof.

(e) Mortgagee means the mortgagee under a recorded mortgage on any Parcel or portion thereof, the beneficiary under a recorded deed of trust on any Parcel or any portion thereof, and the secured party under any security instrument or agreement on any Parcel or portion thereof.

(f) Occupant means any party that, by virtue of a contract to purchase, a lease, a rental agreement or any other instrument, understanding, arrangement or transaction, is entitled to or does occupy or use all or any portion of a Parcel.

(g) Owner means the Person that, at the time concerned, is the owner of record in the office of the County Recorder of Salt Lake County, Utah of a fee or an undivided fee interest in any Parcel or the lessee of a ground lease in any Parcel. In the event there is more than one Owner of a Parcel at the time concerned, the liability of each such Owner for performance or compliance with the applicable provisions of this Agreement shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust or like instrument, the term Owner shall not mean or include a Mortgagee unless and until such party has acquired title pursuant to foreclosure or trustee's sale or any arrangement or proceeding in lieu thereof.

(h) Parcel means the individual tracts of real property as described on Exhibits "A" and "B".

(i) Person means a natural person or a legal entity.

(j) Right of Way Improvements means all improvements, of whatever kind or character, to a Parcel to facilitate the smooth flow of vehicles and pedestrians across the Parcels and to the public streets, including, without limitation, any driveways, walkways, roadways and utility conduits or facilities.

(k) Utility Lines means wires, pipes and other conduits for electricity, gas, telephone, cable, water, sanitary and storm sewers and other services for the benefit of the Buildings and other improvements located on the Parcels.

2. **Creation of Easements.** CL3 hereby creates the following easements across or affecting Parcels A and B for the benefit of each of the Benefited Parties of each of the respective Parcels:

(a) Pedestrian Easements. Non-exclusive easements appurtenant to each of the Parcels for the benefit of the Benefited Parties of each of the respective Parcels across each of the respective Parcels for pedestrians to walk between the respective Parcels on sidewalks or walkways located on each Parcel; provided that the foregoing right shall be limited to use for such purposes and to such extent as may be related to the use of the Parcels for retail, commercial and office purposes.

(b) Access Easements. Non-exclusive easements appurtenant to each of the Parcels for the benefit of the Benefited Parties of each of the respective Parcels across the Right-of-Way Improvements on the respective Parcels for the purpose of furnishing vehicular access to and from the public streets across the parking areas on the respective Parcels; provided that the foregoing right of access shall be limited to use for such purposes and to such extent as may be related to the use of the Parcels for retail, commercial and office purposes.

(c) Parking Easements. Non-exclusive easements appurtenant to each of the Parcels for the benefit of the Benefited Parties of each of the respective Parcels for parking vehicles in the designated parking areas on each of the Parcels; provided that the foregoing right shall be limited to use for such purposes and to such extent as may be related to the use of the Parcels for retail, commercial and office purposes. Each Owner shall have the sole and exclusive right to designate, and from time to time in its discretion, redesignate, the parking space or spaces on its parcel. Such parking facilities shall at all times be under the exclusive control and management of the Owner of such parcel. The Owner of each parcel shall have the right from time to time to establish, modify and enforce rules and regulations with respect to parking facilities on such parcel. No parking lot may be used to store vehicles or to work on vehicles; and no vehicle shall be parked in a parking lot for more than eighteen (18) consecutive hours without prior approval from the Owner of the subject parcel. The Owner of each Parcel agrees to assume responsibility for compliance by its tenants, invitees and employees with the parking provisions contained herein. Each Owner may charge fees for each day or partial day that a vehicle is parked improperly in any part of such Owner's parking lot or in a fire lane or handicapped area. Any vehicles parked in the parking lots in breach of these terms may be towed away at vehicle owner's expense.

(d) Utility Easements. Non-exclusive easements appurtenant to each of the Parcels across each of the respective Parcels to run Utility Lines to the Buildings and other improvements located on each Parcel and the right to enter each Parcel affected by

such Utility Lines to construct, service, maintain and reconstruct said Utility Lines; provided that such Utility Lines shall be located in the area or areas designated by the Owner of each Parcel. The Owner of each Parcel shall have the right at its cost and expense to relocate the Utility Lines on its Parcel at any time and from time to time to facilitate development.

3. Owners' Reservation of Rights. The Owner of each Parcel shall have the right to relocate the improvements on its Parcel at its own cost and expense; provided, the free flow of vehicles and pedestrians between the Parcels and to the public streets shall not be impaired.

4. Maintenance. The Owner shall maintain the right of way improvements and parking areas located on its Parcel in good and clean condition and repair consistent with a first-class office development in Midvale City, Utah.

5. Duration. This Agreement and all of the provisions of this Agreement shall be and remain in force and effect until terminated in accordance with the terms of Section 6 hereafter.

6. Amendment or Termination of Agreement. This Agreement may be amended or terminated by, but only by, an instrument filed for record in the office of the County Recorder of Salt Lake County, Utah that is executed by the Owners of all of the Parcels at the time said instrument is so filed for record with the approval of Midvale City. In granting such approval, Midvale City will need to verify that all parking standards required in the Midvale City Zoning Ordinance continue to be satisfied with an amended or terminated agreement.

7. Title and Mortgagee Protection.

(a) No amendments to or termination of this Agreement shall in any way affect the rights, liens or security interests of any Mortgagee interested under a Mortgage that is in effect at the time of the amendment or termination unless such Mortgagee has consented in writing to such amendment or termination.

(b) A breach of any of the covenants, provisions or requirements of this Agreement shall not result in any forfeiture or reversion of title to or of any other interest in a Parcel. A breach of any of the covenants, provisions or requirements of this Agreement shall not defeat, impair or render invalid the lien of or other rights under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, any Mortgagee interested under any Mortgage affecting a Parcel shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions or requirements of this Agreement.

8. Covenants to Run with Land. This Agreement and all of the easements, covenants, provisions and requirements of this Agreement are intended to be and shall constitute covenants running with the land or equitable servitudes, as the case may be, and shall be binding

upon and shall inure to the benefit of the Owner of each Parcel, any other party who acquires or comes to have any right, title or interest in any Parcel, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors and assigns. This Agreement and all of the easements, covenants, provisions and requirements hereof shall also inure to the benefit of each Parcel, and each party owning any right, title or interest in or occupying any such Parcel or any portion thereof. Each Owner shall comply with, and all interests in all Parcels shall be subject to, the terms of this Agreement and the provisions of any instruments, supplements, amendments and determinations contemplated by this Agreement. By acquiring, in any way coming to have an interest in or occupying a Parcel, the party so acquiring, coming to have such interest or occupying, consents to and agrees to be bound by each and every provision of this Agreement.

9. Enforcement. Each Owner and Occupant of a Parcel shall have the right to enforce, through any appropriate proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Agreement. Any failure to insist upon the performance of or compliance with any of such terms, provisions, restrictions and requirements shall not result in or be construed to be an abandonment or termination of the arrangement created by this Agreement or any waiver of the right to insist upon such performance or compliance in the future. If any action is brought because of a default under, or to enforce or interpret any of the covenants, provisions or requirements of this Agreement, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

10. Interpretation. The captions that precede the Sections of this Agreement are for convenience only and shall in no way affect the manner in which any provision of this Agreement is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include all genders. This instrument shall be governed by and construed in accordance with the laws of the State of Utah.

11. Effective Date. This Agreement shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth hereinabove.

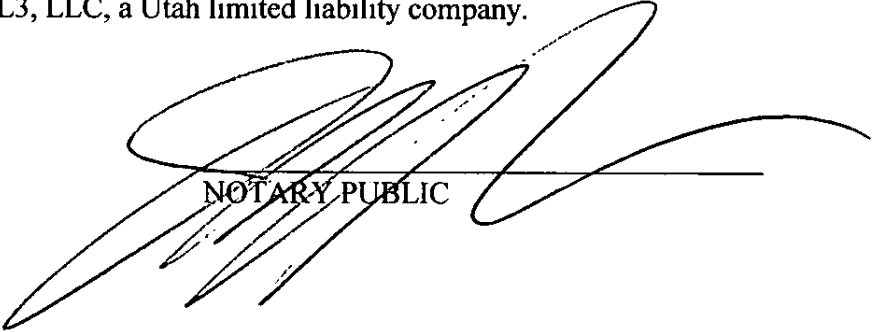
CL3, LLC

By: 

Chet D. Linton
Manager

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

The foregoing instrument was acknowledged before me this 12 day of February, 2009,
by Chet D. Linton, as Manager of CL3, LLC, a Utah limited liability company.



NOTARY PUBLIC

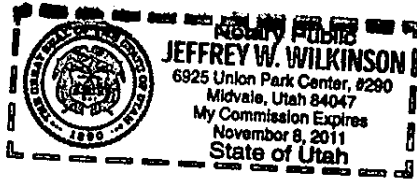


EXHIBIT "A"
TO
CROSS EASEMENT AGREEMENT

Description of Parcel "A"

30 West Center Street, Midvale, Utah

The following described real property located in Salt Lake County, Utah:

BEG N 30.32 RDS & W 223.4 FT FR SE COR SEC 25, T 2S, R 1 W, SLM; W 92.44 FT; N 14 RDS; E 92.44 FT; S 14 RDS TO BEG. ALSO BEG N 500.28 FT & W 223.4 FT FR SE COR SD SEC 25; N 231 FT; E 4.55 FT; S 231 FT; W 4.55 FT TO BEG. ALSO BEG N 540.58 FT & W 143.85 FT FR SE COR SEC 25, T 2S, R 1W, SLM; W 75 FT; N 190.77 FT; E 75 FT; S 190.77 FT TO BEG. LESS STREET. 0.75 ACM OR L. 6580-0941

Tax Parcel Number 21-25-479-022

EXHIBIT "B"
TO
CROSS EASEMENT AGREEMENT

Description of Parcel "B"

24 W. Center Street H, Midvale, Utah

The following described real property located in Salt Lake County, State of Utah:

BEG N 540.58 FT & W 97.4 FT FR SE COR SEC 25, T 2S, R 1W, SLM; W 46.45 FT; N 190.77 FT; E 52.45 FT; S 77.2 FT; W 6 FT; S 113.57 FT TO BEG. ALSO BEG N 540.58 FT & W 95.4 FT FR SE COR SEC 25, T 2S, R 1W, SLM; W 2 FT; N 113.5 FT; E 2 FT; S 113.5 FT TO BEG. ALSO BEG N 643.95 FT & E 116.26 FT FR SE COR SEC 25, T 2S, R 1W, SLM; N 90.75 FT; W 203.7 FT; S 1°10'W 83 FT; W 4 FT; S 113.5 FT; E 113 FT M OR L; N 100 FT; E 100 FT TO BEG. 0.92 AC M OR L. 6580-0939

Tax Parcel No. 21-25-479-023

EXHIBIT "C"
TO
CROSS EASEMENT AGREEMENT

Description of Parcel "C"

The following described real property located in Salt Lake County, Utah:

Beginning at a point on the south line of Center Street (7720 South), said point being North 0°00'05" East 542.36 feet along the section line and North 89°52'55" East 16.65 feet from the Southeast Corner of section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said point of beginning also being South 89°52'55" West 145.82 feet along the Center Street monument line and North 0°07'05" West 40.00 feet from a street monument found at the intersection of Center Street and State Street, and running;

thence South 89°52'55" West 332.50 feet along the south line of said Center Street;
thence North 190.07 feet;
thence East 211.42 feet;
thence North 3.00 feet;
thence East 217.55 feet;
thence South 3.50 feet;
thence East 5.48 feet to the west line of State Street;
thence South 0°35'25" West 88.68 feet along the west line of said State Street;
thence South 89°52'55" West 100.00 feet;
thence South 0°35'25" West 100.00 feet to the point of beginning.

Contains 72,848 square feet. 1.67 acres.

