Return To:
Jones, Waldo, Holbrook & McDonough
1500 First Interstate Plaza
170 So. Main
SLC, Ut. 84101
Attn: Garth Spendlove

0877s

CROSS-EASEMENT, RECIPROCAL RIGHTS AND USE AGREEMENT AND DECLARATION

4144126

STATE OF UTAH §
§
COUNTY OF SALT LAKE §

THIS AGREEMENT AND DECLARATION is made and entered into as of the 30th day of September, 1985, by and between UTAH RIVERBEND ASSOCIATES, LTD., a Texas limited partnership ("Associates I") and UTAH RIVERBEND II ASSOCIATES, LTD., a Texas limited partnership ("Associates II").

SECURITY TITLE CO.
RJT No. 23599

W I T N E S S E T H:

WHEREAS, Associates I is the owner of that certain real property situated in Salt Lake City, Salt Lake County, Utah, as more particularly described in Exhibit "A-1" attached hereto and made a part hereof ("Phase I");

WHEREAS, Associates II is the owner of that certain real property adjacent to Phase I situated in Salt Lake City, Salt Lake County, Utah, as more particularly described in Exhibit "A-2" attached hereto and made a part hereof ("Phase II");

WHEREAS, Phase I is subject to a first lien created by that certain Deed of Trust executed by Associates I to Ronald K. Tomlin, Trustee, dated September 28, 1984, and filed in the Deed of Trust Records of Salt Lake County, Utah, said Deed of Trust being for the benefit of MBANK ("Lienholder");

WHEREAS, Phase II is subject to a first lien created by that certain Deed of Trust executed by Associates II to Ronald K. Tomlin, Trustee, dated December 13, 1984, and filed in the Deed of Trust Records of Salt Lake County, Utah, said Deed of Trust being for the benefit of Lienholder;

WHEREAS, it is anticipated that Phase I and Phase II shall be developed as multi-family garden apartment complexes;

BOOK 5695 PG 1895

WHEREAS, Phase I shall contain from time to time certain roadways, streets, thoroughfares, driveways, parking facilities, walks, walkways, paths, passageways, sidewalks and other related means of ingress, egress and regress (the "Phase I Ingress Facilities") and certain swimming facilities, deck areas, landscaped areas and clubrooms (the "Phase I Recreational Facilities") (the Phase I Ingress Facilities and the Phase I Recreational Facilities being sometimes hereinafter collectively referred to as the "Phase I Facilities");

WHEREAS, Phase II shall contain from time to time certain roadways, streets, thoroughfares, driveways, parking facilities, walks, walkways, paths, passageways, sidewalks and other related means of ingress, egress and regress (the "Phase II Ingress Facilities") and certain swimming facilities, deck areas, landscaped areas and clubrooms (the "Phase II Recreational Facilities") (the Phase II Ingress Facilities and the Phase II Recreational Facilities being sometimes hereinafter collectively referred to as the "Phase II Facilities");

WHEREAS, Associates I and Associates II each desire to grant and create certain reciprocal easements, rights and obligations as herein set forth for the benefit of the respective present and future owners and any mortgagees of all or portions of Phase I and Phase II; and

WHEREAS, the Lienholder desires to acknowledge its consent to all of the following and to subordinate its interest in Phase I and Phase II to the easements and rights hereby granted.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid by each party hereto to the other, the receipt and sufficiency of which are hereby mutually acknowledged, and for the further consideration of the reciprocal and mutual benefits to be gained herefrom, Associates I and Associates II intending to be legally bound hereby declare and agree as follows:

BOOK 5695 PG 1896

1. Easement I. Associates I has granted, bargained, sold and conveyed and hereby grants, bargains, sells and conveys unto the owners, mortgagees, guests, invitees, bona fide tenants and their guests and invitees of all or portions of Phase II (a) a perpetual, nonexclusive privilege, license, easement and right-of-way over, along, across and through the Phase I Ingress Facilities to provide reasonable vehicular (including, but not limited to, construction, maintenance and repair vehicles) and pedestrian ingress, egress, regress and parking and to provide reasonable access to and from the Phase I Recreational Facilities; (b) a perpetual, nonexclusive privilege of use, license, easement and right of way in, over, along, across and through the Phase I Recreational Facilities; and (c) a perpetual, nonexclusive privilege, license, easement and right of way in, over, along, across, under and through Phase I to the extent reasonably necessary to connect, extend, install, repair and maintain utilities (including, without limitation, gas, electricity, water and sewer) serving or reasonably necessary to serve Phase II (the "Utility Easement") (the easements set forth in (a), (b) and (c) being sometimes hereinafter collectively referred to as "Easement I"); TO HAVE AND TO HOLD the above described easements and rights forever.

2. Easement II. Associates II has granted, bargained, sold and conveyed and hereby grants, bargains, sells and conveys unto the owners, mortgagees, guests, invitees, bona fide tenants and their guests and invitees of all or portions of Phase I a perpetual, nonexclusive privilege, license, easement and right-of-way over, along, across and through the Phase II Ingress Facilities to provide reasonable vehicular (including, but not limited to, construction, maintenance and repair vehicles) and pedestrian ingress, egress, regress and parking and to provide reasonable access to and from the Phase II Recreational Facilities, and a perpetual, nonexclusive privilege of use, license, easement and right of way in, over, along, across and through the Phase II Recreational Facilities ("Easement II"); TO HAVE AND TO HOLD the above described easements and rights forever.

3. Maintenance, Use and Operation.

(a) Associates I shall maintain, promptly repair and keep the Phase I Facilities in good condition and except as otherwise provided in this Agreement and Declaration, shall perform all of the services recited in this sentence at its own cost and expense. Associates II shall maintain, promptly repair and keep the Phase II Facilities in good condition and except as otherwise provided in this Agreement and Declaration, shall perform all of the services recited in this sentence at its own cost and expense.

(b) Associates I and Associates II shall have the right, at any time, to establish and/or modify and enforce reasonable rules and regulations pertaining to safety, cleanliness, security and traffic control and parking within the Phase I Facilities and the Phase II Facilities, respectively.

(c) Use of the Phase I Facilities and the Phase II Facilities shall be subject to interruption caused by fires, acts of God or other casualty, civil commotion, governmental regulations or orders, security considerations, repairs, alteration, extensions, additions or maintenance deemed reasonably necessary by the owner or owners thereof or any other cause rendering the use of same unfit or inappropriate for normal use.

(d) All repair and maintenance work performed according to the terms of this Agreement and Declaration shall be paid for in full and in no event shall any mechanic's or materialmen's liens attach to either Phase I or Phase II thereby, provided, however, each phase may in good faith, by appropriate proceedings, contest such mechanic's or materialmen's liens provided such phase establishes an escrow acceptable to the other phase adequate to cover payment of such lien amount with interest, costs and penalties and a reasonable sum to cover additional interest, costs and penalties, and provided such phase promptly causes to be paid any amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, promptly after such judgment.

(e) In exercising the rights and privileges granted by the Utility Easement, the owner or owners of Phase II shall not, under any condition, unreasonably interfere with the use, operation, maintenance and/or enjoyment of Phase I or with any other right with respect to Phase I which the owner or owners thereof are entitled to exercise. The owner or owners of Phase II agree to use good faith effort to minimize any interference. Upon completion of any activities on Phase I pursuant to the rights granted pursuant to the Utility Easement, the owner or owners of Phase II shall remove all debris, unused materials and other temporary facilities located on or within Phase I, and, at the sole option of the owner or owners of Phase I shall either (1) restore any damaged area on Phase I, which resulted from the activities of the owner or owners of Phase II pursuant to the Utility Easement, to the condition in which the same existed prior to the commencement of such activities (the "Pre-existing Condition"), or (2) reimburse the owner or owners of Phase I for the cost and expense reasonably incurred by the owner or owners of Phase I to restore Phase I to the Pre-existing Condition.

4. Insurance.

(a) Upon completion of construction of the Phase I Facilities and the Phase II Facilities, Associates I and Associates II shall procure and maintain an insurance policy or policies insuring the Phase I Facilities and the Phase II Facilities, respectively, against the risks covered under a fire and extended coverage insurance policy and shall carry public liability insurance against bodily injury and property damage resulting from or arising out of the use, maintenance and repair of the Phase I Facilities and the Phase II Facilities, respectively. Such insurance in each case shall afford protection to the limit of not less than $5,000,000 in respect of death to any one person and in an amount not less than $1,000,000 per occurrence for damages to property.

(b) Nothing contained in this Declaration and Agreement shall be construed as imposing greater or additional

burdens or responsibilities upon the respective owners, mortgagees and tenants of Phase I or Phase II than otherwise presently exist and as provided herein with respect to repair, maintenance, insurance and management of the portions of Phase I and Phase II in which easements are created herein, provided, however, that all the property and liability insurance carried in accordance with this Declaration and Agreement to the extent available must contain provisions whereby the insurer waives rights of subrogation as to owners of both Phase I and Phase II, their guests, agents and employees.

(c) If any of the obligations to repair, maintain, supervise and insure any portion or portions of the property stated herein are not met in accordance with the terms of this Agreement and Declaration, the owner or owners of all or portions of Phase I or Phase II may make all reasonably necessary repairs and, upon making said repairs, said owner or owners shall have a right of reimbursement for all reasonable expenses incurred in connection therewith upon presentation of a statement of such costs to the owner or owners of the delinquent Phase obligated to have made such repairs hereunder. Such reimbursement is and shall be a demand obligation and shall bear interest at the lesser of eighteen percent (18%) per annum or the Maximum Rate (as hereinafter defined) from ten (10) days following receipt of such statement until paid.

5. Reimbursement of Costs.

(a) From, after and including the Opening Date (as hereinafter defined), the owner or owners of Phase I and Phase II shall pay their proportionate share [see Section 5(d) hereof for such computation] of the reasonable operating costs and expenses incurred or expended in the operation, repair and maintenance (the "Operating Expenses") of the Phase II Recreational Facilities and the Phase I Recreational Facilities, respectively, to the extent such facilities are fully constructed and operational, including, without limitation, utilities (including, without limitation, heating,

BOOK 5595 PG 1900

air conditioning, lighting, ventilation, fire protection and sprinkler systems), security measures and systems, custodial maintenance, all maintenance of interior and/or exterior finishes and utility systems, structural maintenance and/or repairs, insurance and real estate taxes. From, after and including the date of the commencement of construction of a multi-family residential complex on Phase II, the owner or owners of Phase II shall pay to the owner or owners of Phase I twenty-five percent (25%) (the "Reimbursement Percentage") of the reasonable costs and expenses (the "Phase I Road Expenses") incurred or expended in the ordinary repair and maintenance (excluding specifically capital expenditures) of only that portion of the Phase I Ingress Facilities consisting of the principal roadways, streets or thoroughfares providing vehicular access to Phase II from the roadways, streets or thoroughfares dedicated for use by the public (excluding specifically that portion of the Phase I Ingress Facilities consisting of parking facilities, walks, walkways, paths, passageways and sidewalks) to the extent such roads are fully constructed and operational (the "Phase I Transitway"). The term "real estate taxes" as used herein shall mean the amount or amounts obtained when the assessed values of the subject Phase's Recreational Facilities are multiplied by the tax rate for the then current tax year. In the event such assessed values cannot be ascertained by an examination of the tax assessment records, then such assessed values shall be fixed by the tax assessor who would normally make such assessment and upon his failure or unwillingness to fix such assessed values, then such assessed values shall be established by an independent appraiser selected by the then owner or owners of the property being appraised, whose fees and expenses shall be shared equally by the owner or owners of Phase I and Phase II. The owner or owners of Phase I and/or Phase II (the "Billing Owner") shall deliver to the owner or owners of the other Phase on a monthly basis a statement (the "Operating Statement") of the other Phase's proportionate share of the Operating Expenses

and the Phase I Road Expenses of the Billing Owner's Phase, together with copies of all invoices, bills and statements supporting said statement. Payment shall be due by the owner or owners of the other Phase within thirty (30) days from receipt thereof (the "Payment Due Date"). In the event the owner or owners of Phase I and/or Phase II contest the Operating Statement (the "Contesting Owner"), the Contesting Owner shall notify the Billing Owner in writing of the amount in dispute. The parties shall reasonably endeavor to resolve their differences utilizing due diligence and good faith within the thirty (30) day period provided herein for payment.

(b) In the event any disputes concerning the Operating Statement cannot be resolved on or before the Payment Due Date, such disputes shall be submitted to arbitration as herein provided. Any arbitrator shall, if reasonably possible, have recognized expertise in the subject matter of the arbitration. All arbitrations shall occur at a location chosen by the arbitrators in Salt Lake City, Utah, and shall be conducted pursuant to the laws applicable to arbitrations in Salt Lake City, Utah. The Contesting Owner shall give written notice of the need for arbitration to the Billing Owner within ten (10) days after the Payment Due Date specifying in said notice the name and address of the person designated to act as arbitrator on its behalf. Within ten (10) days after the receipt of such notice, the Billing Owner shall give written notice to the Contesting Owner specifying the name and address of the person designated to act as arbitrator on its behalf. If the Billing Owner fails to notify the Contesting Owner of the appointment of its arbitrator, as aforesaid, within or by the time above specified, then the appointment of the second arbitrator shall be made in the same manner as hereinafter provided for the appointment of a third arbitrator in a case where two arbitrators are appointed hereunder and the parties are unable to agree upon such third appointment. The arbitrators so chosen shall meet within ten (10) days after the second arbitrator is appointed, and they shall appoint a third

arbitrator who shall be a competent and impartial person; and in the event of their being unable to agree upon such appointment within ten (10) days after the time aforesaid, the third arbitrator shall be selected by the parties themselves if they can agree thereon within a further period of ten (10) days. If the parties do not so agree, then either party, on behalf of both, may request such appointment by any United States District Judge for the Central Division of Utah. In the event of the failure, refusal or inability of any arbitrator to act, a new arbitrator shall be appointed in his stead, which appointment shall be made in the same manner as hereinbefore provided for the appointment of such arbitrator so failing, refusing or unable to act. The decision of the arbitrators so chosen shall be given within a period of thirty (30) days after the appointment of such third arbitrator. The decision in which any two arbitrators so appointed and acting hereunder concur shall in all cases be binding and conclusive upon the parties. Each party shall pay the fees and expenses of the one of the two original arbitrators appointed by such party, or in whose stead, as above provided, such arbitrator was appointed, and the fees and expenses of the third arbitrator, if any, shall be borne equally by both parties.

(c) In the event the amount due to the Billing Owner is not paid on or before the Payment Due Date, the Contesting Owner shall pay the Billing Owner the amount determined to be owed to the Billing Owner pursuant to paragraph 5(b) hereof plus interest thereon commencing from the Payment Due Date until paid at the lesser of eighteen percent 18% or the Maximum Rate permitted by applicable law. For purposes of this Declaration and Agreement, the Maximum Rate shall mean the maximum rate of interest permitted by Utah law, provided that if any other rate ceiling under applicable federal or state law now or hereafter enacted permits a higher rate, such higher rate shall be controlling.

(d) The applicable proportionate share of the Operating Costs shall be determined by a fraction, the

numerator of which shall be the total number of units in the phase which owes the money and the denominator of which shall be the total number of units in all phases. The "Opening Date" of each phase shall occur when the first tenant takes occupancy of such phase under a lease agreement. The owner or owners of such phase shall not be liable for its proportionate share of the Phase II Operating Expenses until the first tenant takes occupancy of such phase and such obligation shall be separate and apart from the obligation of the other complexes comprising Phase I.

(e) The Reimbursement Percentage shall be redetermined by the mutual agreement of the owners of Phase I and Phase II acting reasonably and in good faith on the third (3rd) anniversary of the execution of this Agreement and Declaration, and every three (3) years thereafter (such date being hereinafter referred to as the "Redetermination Date"). The Reimbursement Percentage should fairly represent the proportionate share of the usage of the Phase I Transitway by the owners and occupiers of Phase II and their guests and invitees and all others serving them. (The original set forth Reimbursement Percentage was calculated on the assumption that 100 residential units would be constructed on Phase II.) In the event the owners of Phase I and Phase II cannot agree on the redetermination of the Reimbursement Percentage by the Redetermination Date, such dispute shall be submitted to arbitration in accordance with the terms of Section 5(b) hereinabove. For purposes of this Section 5(e) only, that Phase owner which provides the other Phase owner with notice of the need for arbitration within ten (10) days after the Redetermination Date shall be the Contesting Owner as referred to in Section 5(b). In the event neither Phase owner submits the dispute to arbitration as provided herein, the Reimbursement Percentage shall remain unchanged until the succeeding Redetermination Date. From the Reimbursement Date to the conclusion of the arbitration proceedings, the owner or

owners of Phase II shall continue to pay the owner or owners of Phase I based on the Reimbursement Percentage applicable to the prior three (3) year period in accordance with Section 5(a) above, which payments shall be adjusted retroactively to the applicable Redetermination Date based on the Reimbursement Percentage determined by arbitration.

6. Condemnation. In the event of a taking under the power of eminent domain of all or part of Phase I or Phase II, that portion of the award attributable to the value of the land and improvements within Phase I or Phase II so taken shall be payable only to the owner or owners in fee thereof (and any mortgagees thereof as their interests may appear), and no claim thereon shall be made by the owner or owners of the adjacent Phase or any part thereof; provided, however, the owner or owners of the adjacent Phase or any part thereof may file collateral claims with the condemning authority over and above the value of the land and improvements so taken to the extent of any damage suffered by said adjacent Phase resulting from the loss of the easements, licenses, rights and privileges so taken. The owner or owners of the Phase subject to said condemnation or taking shall promptly repair and restore the remaining portion of the Phase affected by said easements, licenses, rights and privileges as nearly as practicable to the condition they were in immediately prior to such taking and without contribution from the owners of the adjacent Phase, but if the net proceeds of such award are insufficient to pay the costs of such restoration and repair, the owner or owners of the adjacent Phase shall contribute the net awards, if any, received by them to the extent necessary to make up such deficiency. The easements, licenses, rights and privileges in the Phase made subject to a taking shall remain in full force and effect on the remaining portion of said Phase as repaired and restored.

7. Covenants.

(a) The easements, covenants, restrictions, benefits and obligations hereunder shall be perpetual and shall run with the land. This Agreement and Declaration shall create privity of contract and/or estate with and among all owners of all or any part of said Phase I and Phase II, their heirs, executors, administrators, successors or assigns, specifically including, but not limited to, any mortgagee.

(b) The easements and rights hereby conveyed, although appurtenant in perpetuity to the respective Phases, are private easements and not for the use or benefit of the general public, and nothing herein contained shall be construed or deemed to be a dedication of any easement to or for the use of the general public but to the contrary, they are expressly being granted and reserved as private easements. Associates I and Associates II shall not construct or place any obstacle or otherwise interfere in any way with the use of the easements herein granted by any other parties entitled to the use and enjoyment of them as described herein.

(c) The provisions of this Agreement and Declaration may be abrogated, modified, rescinded or amended in whole or in part only with the consent of all of the owners of Phase II and all of the owners of any portion of Phase I and of all mortgagees under any first mortgage covering all or any part of Phase I or Phase II, by a declaration in writing, executed and acknowledged by all of said owners and said first mortgagees duly recorded in the Real Estate Records of Salt Lake County, Utah.

(d) The terms, covenants and conditions herein shall inure to the benefit of and shall be binding upon Associates I and Associates II, and their respective successors and assigns.

8. Foreclosure. The foreclosure of any mortgage, deed of trust or other lien encumbering or affecting in any way Phase I or Phase II or any portion thereof shall in no way affect or diminish Easement I and/or Easement II and said easements shall remain in full force and effect.

BOOK 5693 PG 1906

9. Subsequent Mortgage of Easement Rights. Any indebtedness created after the date of this Declaration and Agreement which is to be secured by one or more liens encumbering all or any portion of Phase I and Phase II must be subordinate to this Declaration and Agreement and the easements and rights created hereunder. No foreclosure of any such subsequent lien shall affect this Declaration and Agreement or any of such easements or rights which are created under this Declaration and Agreement.

10. Merger. There shall be no merger of Easement I with the fee estate in Phase I and/or of Easement II with the fee estate of Phase II by reason of the fact that either Phase I or Phase II may be held, directly or indirectly, by or for the account of any person or entity, which shall have an interest in Easement I or Easement II, respectively.

11. Notice. Any notice which shall or may be given in accordance with the provisions of this Declaration Agreement must be in writing and must be sent by United States registered or certified mail, postage prepaid, return receipt requested. Each notice given hereunder shall be deemed to be delivered (whether or not received) two (2) days after the date so sent. Notice must be addressed to the respective parties as following:

To Associates I:
Paragon Group, Inc.
7557 Rambler Road
Suite 1200
Dallas, Texas 75231
Attn: Mr. Don M. Shine

To Associates II:
Paragon Group, Inc.
7557 Rambler Road
Suite 1200
Dallas, Texas 75231
Attn: Mr. Don M. Shine

Associates I and Associates II shall have the right to change their addresses for purposes of notice, or the persons to whose attention notices are to be sent by fifteen (15) days prior notice to the other party.

12. Partial Invalidity. If any provision of this Declaration and Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder hereof or the application of such

BOOK 5693PG1907

provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. Further, without limiting the generality of the foregoing, if any provision of this Declaration and Agreement is ineffective to create the easements or rights which such provision purports to create, such ineffectiveness shall not preclude the creation of any other easements or rights which any other provision of this instrument purports to create, but each such other provision shall be given full force and effect to create all easements and rights which such provisions would (absent the ineffectiveness of such invalid provision) be effective to create.

ASSOCIATES I:

UTAH RIVERBEND ASSOCIATES, LTD.
a Texas limited partnership

By: UTAH RIVERBEND COMPANY, LTD.,
a Texas limited partnership

By William R. Laney
William R. Laney
Partner

ASSOCIATES II:

UTAH RIVERBEND II ASSOCIATES,
LTD., a Texas limited partnership

By: Utah Riverbend II Company,
Ltd., a Texas limited
partnership

By William R. Laney
William R. Laney
Partner

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on September 26, 1985 by William R. Laney, partner of Utah Riverbend Company, Ltd., a Texas limited partnership, the general partner of Utah Riverbend Associates, Ltd., a Texas limited partnership.

My Commission Expires:
3-18-88

Joann Thomas
Notary Public in and for
the State of Texas

5695 PG 1908

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on September 26, 1985 by William R. Laney, partner of Utah Riverbend II Company, Ltd., a Texas limited partnership, the general partner of Utah Riverbend II Associates, Ltd., a Texas limited partnership.

My Commission Expires:
3-18-88

Joann Thomas
Notary Public in and for
the State of Texas

The Lienholder set forth hereunder has executed this agreement solely for the purposes of consenting to the matters herein contained and subordinating its right, title, interest and liens to the easements herein granted.

LIENHOLDER:

MBANK

By: Michael H. Permenter
Its: AVP

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

On this the 27th day of September, 1985, before me the undersigned Notary Public, personally appeared MICHAEL H. PERMENTER, personally known to me to be ASSISTANT VICE PRES. of MBANK, a national banking association, the association that executed the within instrument and acknowledged to me that he executed the same as ASSISTANT VICE PRES. of MBANK, and that MBANK executed the same.

WITNESS my hand and official seal.

Michelle Vellucci
Notary Public in and for
the State of Texas

My Commission Expires:

MICHELLE VELLUCCI
Notary Public
Commission Expires 4-8-89

87 5695 pg 1909

Ronald K. Tomlin, Trustee has executed this agreement on behalf of Lienholder solely for the purposes of consenting to the matters herein contained and subordinating the Lienholder's right, title, interest and liens to the easements herein granted.

TRUSTEE

Ronald K. Tomlin

Ronald K. Tomlin

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on September 27, 1985 by Ronald K. Tomlin, as Trustee for MBANK DALLAS, N.A.

My Commission Expires:
10/1/86

Donna A. Kitchens
Notary Public in and for
the State of Texas
DONNA A. KITCHENS
Notary Public
Commission Expires 10/1/86

Security Title Company, Trustee has executed this agreement on behalf of Lienholder solely for the purposes of consenting to the matters herein contained and subordination the Lienholder's right, title interest and liens to the easements herein granted.

SECURITY TITLE COMPANY, Trustee

BY: ROBERT J. TAYLOR, Vice President

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

This instrument was acknowledged before me on September 30, 1985 by Robert J. Taylor, as Trustee for SECURITY TITLE COMPANY.

Duenna E. Anderson
NOTARY PUBLIC

My Commission Expires: 8-7-86

Residing at Salt Lake City, Utah

BOOK 5695 PG 910

EXHIBIT "A-1"

BEGINNING at a point North 836.55 feet and West 1008.15 feet from the Southeast corner of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian said point also being 800.54 feet North 89°54'15" West and South 922.90 feet from the monument at the intersection of 3900 South and 700 West Streets and running North 836.82 feet to the South right of way line of an expressway known as Project #0141; thence North 89°54'15" West along said South line 399.45 feet; thence South 87°14' West 117.14 feet; thence leaving said right of way South 654.05 feet; thence East 270.60 feet; thence South 16.83 feet; thence South 67°51'00" East 47.54 feet; thence South 46°42' East 208.56 feet; thence East 50.03 feet to the point of BEGINNING.

BOOK 5695 PG 1911

EXHIBIT "A-2"

PARCEL 2 NORTH

BEGINNING at a point on the South right-of-way line of the Meadowbrook Expressway, said point being North 1668.21 feet and West 1524.60 feet from the Southeast corner of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and also 1316.99 feet North 89°54'15" West and 91.93 feet South of the monument at the intersection of 3900 South and 700 West Streets and running thence along said South right-of-way line for three courses: (1) South 87°14'00" West 83.11 feet (equals South 87°16'23" West 82.84 feet deed); (2) North 89°54'15" West 198.40 feet (equals North 89°50'42" West 198.45 feet deed) to a point on a curve to the left, the radius point of which is South 0°05'45" West 1829.86 feet; (3) Westerly along the arc of said curve 93.20 feet through a central angle of 2°55'06" (equals South 88°36'28" West 93.41 feet deed); thence South 429.77 feet to the 4240 elevation countour line; thence Southeasterly along said 4240 elevation on the following courses: South 48°02'03" East 200.39 feet; thence South 24°03'56" East 112.81 feet; thence South 2°15'16" West 127.10 feet; thence South 29°50'08" West 156.78 feet; thence South 7°45'55" West 44.41 feet; thence South 45°49'49" East 48.80 feet; thence North 84°55'13" East 45.18 feet; thence North 58°10'21" East 102.40 feet; thence North 78°54'23" East 51.97 feet; thence North 54°02'38" East 62.47 feet, more or less, to the property line, thence leaving said 4240 elevation North 909.00 feet to the point of beginning, and containing 6.573 acres, more or less.

PARCEL 3 NORTH

BEGINNING at a point West 4.97 rods and North 10.00 feet and South 87°28'15" West 279.12 feet and South 187 feet, more or less from the Southeast corner of Lot 1, Block 3, Ten-Acre Plat "B", Big Field Survey; said point being on the South right-of-way line of a State Expressway at a point 100.00 feet radially distant Southerly from the centerline of said Expressway, and also 1970.42 feet North 89°54'15" West and 154.70 feet South of the monument at the intersection of 3900 South and 700 West Streets and being North 1606.71 feet and West 2178.03 feet from the Southeast corner of Section 35, Township 1 South, Range 1 West, Salt Lake Meridian; said point of beginning also being on a curve to the right, the radius point of which is South 11°45'45" East 1809.86 feet; running thence Easterly along the arc of said curve 88.96 feet (equals 91 feet, more or less, deed) through a central angle of 2°48'58" to a point 100.00 feet radially distant Southerly from said centerline at Engineer Station 62+00; thence North 78°04'05" East (equals North 78°03'05" East deed) 191.53 feet to a point on a curve to the right, the radius point of which is South 2°56'43" East 1829.86 feet; thence Easterly along the arc of said curve 3.92 feet (equals 7 feet, more or less, deed) through a central angle of 0°07'22"; thence South 429.77 feet to the 4240 elevation contour line; thence Northwesterly along said 4240 elevation on the following courses: West 32.45 feet; thence North 47°40'15" West 236.71 feet; thence North 86°59'14" West 71.46 feet, more or less, to the property line; thence leaving said 4240 elevation North 210.84 feet to the point of beginning, and containing 1.985 acres, more or less.