

## CROSS-EASEMENT AGREEMENT

THIS CROSS-EASEMENT AGREEMENT (this "Agreement") is made effective July 18, 2012 (the "Effective Date") by and among the following parties (referred to herein individually as a "Party" and collectively "Parties"):

Burton Lumber & Hardware Co., a  
Utah corporation  
1170 South 4400 West  
Salt Lake City, UT 84104  
( "Burton Lumber" )

Parkway Properties, Inc., a  
Utah corporation  
Attn: Merrill Gappmayer, President  
1156 South State Street, Suite 201  
Orem, UT 84058  
( "Parkway Properties" )

Tri-Lakes Associates, L.C., a  
Utah limited liability company  
Attn: Merrill Gappmayer, Manager  
1156 South State Street, Suite 201  
Orem, UT 84058  
( "Tri-Lakes" )

### RECITALS:

A. Burton Lumber owns a tract of real estate located in Orem City, Utah County, State of Utah, legally described in Exhibit A attached (the "Burton Lumber Parcel"), which Burton Lumber Parcel is proposed by Burton Lumber to be covered by a separate, one-lot subdivision plat map (the "Burton Lumber Plat") for which Burton Lumber intends to seek approval from Orem City and then to record at the Utah County Recorder's office.

B. Parkway Properties and Tri-Lakes own a tract of real estate located in Orem City, Utah County, State of Utah, legally described in Exhibit B attached (the "Parkway Properties/Tri-Lakes Parcel").

C. The Parties desire to enter into certain covenants and to establish reciprocal easement rights as between the Parcels.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth herein, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Definitions. As used in this Agreement, each of the following terms shall have the indicated meaning:

"Burton Lumber" means Burton Lumber & Hardware Co., a Utah corporation.

"Burton Lumber Parcel" has the meaning set forth in Recital A above.

“Burton Lumber Plat” has the meaning set forth in Recital A above.

“Parcels” means Burton Lumber Parcel and the Parkway Properties/Tri-Lakes Parcel.

“Parkway Properties” means Parkway Properties, Inc., a Utah corporation.

“Parkway Properties/Tri-Lakes Parcel” has the meaning set forth in Recital B above.

“Roadway Parcel” has the meaning set forth in Section 2(c) below.

“Tri-Lakes” means Tri-Lakes Associates, L.C., a Utah limited liability company.

2. Reciprocal Easements.

(a) Burton Lumber hereby grants to Tri-Lakes and Parkway Properties, and Tri-Lakes and Parkway Properties hereby grant to Burton Lumber, and also to the parties’ respective agents, employees, contractors, tenants, guests, and invitees a non-exclusive, permanent cross-easement and right-of-way across the Burton Lumber Parcel and the Parkway Properties/Tri-Lakes Parcel for vehicular and pedestrian ingress and egress over and across the roads, sidewalks, and walkways as they may from time to time exist upon each Parcel and that may be created, relocated, or removed by the owner of each Parcel, at the sole discretion of such owner. This grant does not include a right to park vehicles. The owner of each Parcel retains all parking rights on their respective Parcels.

(b) Concurrently with the parties’ execution of this Agreement, Parkway Properties is conveying to Burton Lumber the 1,453 square feet parcel (the “Roadway Parcel”) depicted in Exhibit C attached. At any time in the future, Parkway Properties and its successors in interest shall have the right, at its sole cost and expense, to connect to the Roadway Parcel for vehicular and pedestrian ingress and egress. Parkway Properties will indemnify and hold harmless Burton Lumber from any and all claims, damages, costs, and expenses (referred to in this Agreement collectively as “Losses”) resulting from Parkway Properties’ construction activities in connecting to the Roadway Area, including damage caused to the existing road and improvements in connection therewith. However, as to Losses accruing after Parkway Properties sells or transfers the Parkway Properties/Tri-Lakes Parcel, this indemnity obligation will not continue as an obligation of Parkway Properties after such sale or transfer, but will, rather, continue as an obligation of the successor owner(s).

(c) Parkway Properties and Tri-Lakes hereby grant to Burton Lumber and its agents, employees, and contractors a permanent, nonexclusive easement and right-of-way for the installation, operation, maintenance, service, repair, improvement and replacement of utilities, including, but not limited to, gas, water, electric, storm water, sanitary sewer and communication lines (the “Utility Easement”) from the Burton Lumber Parcel to, through, and within the legal description shown in Exhibit C (the “Utility Easement Area”), as depicted in Exhibit C. Exhibit C depicts the Utility Easement Area and also sets forth the legal description of the Utility Easement Area. Burton Lumber will be responsible to repair and restore, at its cost, any and all damage to the servient estate caused by Burton Lumber’s exercise of its easement rights under

this Section 2(c) and the installation of such utilities. Burton Lumber will indemnify and hold harmless Parkway Properties and Tri-Lakes from any and all Losses resulting from Burton Lumber's construction activities in the installation of such utilities. However, as to Losses accruing after Burton Lumber sells or transfers the Burton Lumber Parcel, this indemnity obligation will not continue as an obligation of Burton Lumber after such sale or transfer, but will, rather, continue as an obligation of the successor owner(s).

At any time in the future, Parkway Properties and its successors in interest shall have the right, at its sole cost and expense, to connect to utility lines located in the Utility Easement Area. Parkway Properties will indemnify and hold harmless Burton Lumber from any and all Losses resulting from Parkway Properties' construction activities in connecting to such utilities, including damage caused to the existing utility lines, conduits, facilities, roads, and improvements in connection therewith. However, as to Losses accruing after Parkway Properties sells or transfers the Parkway Properties/Tri-Lakes Parcel, this indemnity obligation will not continue as an obligation of Parkway Properties after such sale or transfer, but will, rather, continue as an obligation of the successor owner(s).

(d) For vehicular and pedestrian ingress and egress, the Burton Lumber Parcel and the Parkway Properties/Tri-Lakes Parcel share a bi-directional access point, on the boundary between the Burton Lumber Parcel and the Parkway Properties/Tri-Lakes Parcel, as described in Exhibit D attached, at the Southeast corner of the Burton Lumber Parcel and the Northeast corner of the Parkway Properties/Tri-Lakes Parcel. Accordingly, Burton Lumber hereby grants to Tri-Lakes and Parkway Properties, and Tri-Lakes and Parkway Properties hereby grant to Burton Lumber a non-exclusive, permanent cross-easement and right-of-way for vehicular and pedestrian ingress and egress through this access point.

(e) Each Party expressly declares that the use and enjoyment of the easements granted herein is limited to the owners, tenants, and licensees of the respective Parcels and their respective agents, employees, contractors, guests and invitees.

3. Covenants to Run with Land. Each easement, restriction, access right, obligation and covenant contained herein shall be appurtenant to and for the benefit of all portions of the applicable Parcels and shall run with the land.

4. General Provisions.

(a) Governmental Approval and Zoning. The Parties agree that they will not, directly or indirectly, oppose any application by any Party for a rezone or other governmental approval for use of its Parcel for any use permitted by Orem City.

(b) Attorneys' Fees. If any Party, or any Party's successor-in-interest, brings an action (i) to enforce or interpret this Agreement, or any document, instrument or agreement delivered pursuant to this Agreement, (ii) for damages because of the breach of a representation, warranty or covenant contained in this Agreement or in any document, instrument or agreement delivered pursuant to this Agreement, or (iii) with respect to any other issue related to this Agreement or any document, instrument or agreement delivered pursuant to this Agreement, the prevailing Party in the action shall be entitled to recover from the Party or Parties, or any Party's

successor-in-interest, in the action that do not prevail and that are determined by the court to be in default in the performance of such Party's or Parties' duties hereunder, the prevailing Party's reasonable attorneys' fees and costs, including expert witness fees, incurred in any such action or in any appeal from such action, in addition to any other relief to which the prevailing Party is entitled.

(c) Notices. Any notice or demand to be given by any Party to another shall be in writing and shall be deemed given upon delivery by personal service, telecopy (provided that a hard copy of any such notice has been dispatched by one of the other means for giving notice within twenty-four (24) hours after facsimile transmission), by express mail, Federal Express, or any other similar form of courier or delivery service, or mailing in the United States mail, postage prepaid, certified and return receipt requested, and addressed to such Party as set forth in the first paragraph of this Agreement. Any Party may change such address for notice by giving written notice of such change to the other Parties, as required herein.

(d) Time of Essence. Time is of the essence with respect to each provision of this Agreement.

(e) Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by the Parties affected by or intended to be bound by such amendment. Any oral representation or modification concerning this Agreement shall be of no force or effect. This Agreement shall not be supplemented or modified by any course of dealing.

(f) Successors and Assigns. This Agreement and all of the rights granted herein shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors and assigns.

(g) Applicable Law; Jurisdiction. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. The Parties subject themselves to the exclusive jurisdiction of the state and federal courts of the State of Utah and agree to commence and maintain any lawsuit related to this Agreement in such courts. The Parties further agree that such courts are a convenient forum.

(h) Construction. Unless otherwise provided, references in this Agreement to Paragraphs are to Paragraphs in this Agreement. This Agreement shall be construed according to its fair meaning and shall not be construed strictly for or against any Party, as if any such Party had prepared it. Except as otherwise provided in this Agreement, no remedy provided in this Agreement shall be exclusive of any other remedy at law or in equity (whether existing on or created after the date of this Agreement), and all remedies under this Agreement may be exercised concurrently, independently or successively from time to time.

(i) Entire Agreement. This Agreement (including the exhibits attached hereto) and all documents contemporaneously executed in accordance herewith collectively constitute the entire agreement of the Parties regarding the subject matter hereof and supersede any prior promises, representations, warranties, agreements or understandings (whether oral, written or implied) between the Parties that are not set forth herein or therein.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Parties hereto.

(k) Titles and Headings. Titles and headings of Paragraphs of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

(l) Exhibits. Each exhibit referred to in, and attached to, this Agreement is an integral part of this Agreement and is incorporated in this Agreement by this reference.

(m) Pronouns; Interpretation. All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person to whom reference is made may require. The terms "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

(n) Severability. If any provision herein shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party under this Agreement will not be materially and adversely affected thereby, (i) such holding or action shall be strictly construed; (ii) such provision shall be fully severable; (iii) this Agreement shall be construed and enforced as if such provision had never comprised a part hereof; (iv) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and (v) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible.

(o) Authorization. Each individual executing this Agreement represents and warrants that such individual has been duly authorized to execute and deliver this Agreement in the capacity and for the entity set forth where such individual signs.

(p) Relationship Between Parties. Nothing in this Agreement shall be construed to create any partnership, agency or joint venture relationship between the Parties.

(q) No Other Rights. This Agreement is not intended to, nor shall it be construed, to benefit any third party. Nothing contained in this Agreement, nor in the implementation hereof or actions taken hereunder by any Party, shall be deemed to: (i) create any rights in or obligations to any persons or parties other than the Parties to this Agreement and their respective successors and assigns; (ii) constitute a conveyance, gift, or dedication of any portion of the Parcels to the general public, or for the general public, or for any public purpose whatsoever, nor to the Parties except as expressly herein provided; or (iii) create or imply a highway dedication to public use within the meaning of UTAH CODE ANN. § 72-5-104 or any successor or replacement provision.

(r) No Waiver. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions of


this Agreement may only be waived by a writing signed by the Party intended to be benefited by the provisions to be waived specifically acknowledging an intent to waive such provisions. A waiver by a Party of any breach hereunder by any other Party shall not be construed as a waiver of any succeeding breach of the same or of any other provisions.

*[Signatures are on the following page.]*

WHEREFORE, IN WITNESS WHEREOF, Parkway has executed this Agreement on the respective dates set forth below, to be effective as of the date first set forth above.

BURTON LUMBER & HARDWARE CO.

Date: 7/18/53

By:   
Daniel S. Burton, President

PARKWAY PROPERTIES, INC.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Merrill Gappmayer, President

TRI-LAKES ASSOCIATES, L.C.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Merrill Gappmayer Family Revocable  
Trust, July 27, 2005, Manager, by  
Merrill Gappmayer, Trustee

WHEREFORE, IN WITNESS WHEREOF, Parkway has executed this Agreement on the respective dates set forth below, to be effective as of the date first set forth above.

BURTON LUMBER & HARDWARE CO.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Daniel S. Burton, President

PARKWAY PROPERTIES, INC.

Date: 20 July 2012

By: Merrill Gappmayer  
Merrill Gappmayer, President

TRI-LAKES ASSOCIATES, L.C.

Date: 20 July 2012

By: Merrill Gappmayer  
Merrill Gappmayer Family Revocable  
Trust, July 27, 2005, Manager, by  
Merrill Gappmayer, Trustee



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

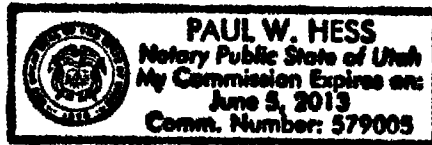
The foregoing instrument was acknowledged before me this 18 day of July, 2012, by Daniel S. Burton, as President of Burton Lumber & Hardware Co.

*Paul W. Hess*

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Farmington, Utah

My Commission Expires:

June 5, 2013



STATE OF UTAH )  
 :SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July 2012, by Merrill Gappmayer, as President of Parkway Properties, Inc.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

STATE OF UTAH )  
 :ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2012, by Daniel S. Burton, as President of Burton Lumber & Hardware Co.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

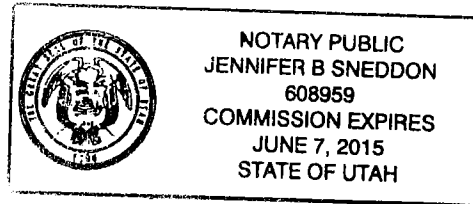
STATE OF UTAH )  
 :ss.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of July 2012, by Merrill Gappmayer, as President of Parkway Properties, Inc.

Jennifer B Sneddon  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

6-7-2015

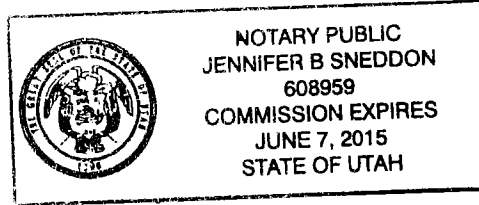


STATE OF UTAH )  
 )  
:SS.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of July, 2012, by Merrill Gappmayer, as Manager of Tri-Lakes Associates, L.C.

Jennifer B Sneddon  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
6-7-2015



Exhibits to Cross-Easement Agreement:

Exhibit A	Legal Description of Burton Lumber Parcel
Exhibit B	Legal Description of Parkway Properties/Tri-Lakes Parcel
Exhibit C	Depiction of Roadway Parcel, Utility Easement Area, and Legal Descriptions
Exhibit D	Legal Description of Bi-Directional Access Point

**EXHIBIT A**

(Attached to and forming part of Cross-Easement Agreement)

**Legal Description of Burton Lumber Parcel**Parcels 1, 2, and 3:

Beginning at a point located 769.54 feet South 89°29'33" West along the Section line and 441.13 feet North from the South Quarter Corner of Section 21, Township 6 South, Range 2 East, Salt Lake Base and Meridian, basis of bearing is North 89°24'56" East along the Section line between the South Quarter Corner and the Southeast Section Corner of said Section 21; and running thence North 76°42'11" East 5.89 feet; thence North 89°39'32" East 11.42 feet; thence North 00°04'20" West 0.16 feet; thence North 89°40'04" East 617.32 feet; thence South 00°31'17" East 0.04 feet; thence North 89°28'00" East 485.08 feet to the railroad right-of-way line; thence North 30°02'25" West 998.90 feet along said right-of-way to a point on a line of a boundary line agreement; thence South 89°23'51" West 695.08 feet along said boundary line agreement; thence South 57°58'59" East 21.89 feet; thence South 32°42'33" East 20.60 feet; thence South 00°00'00" East 9.31 feet; thence North 88°33'14" East 123.00 feet; thence South 03°03'18" East 19.43 feet; thence South 65°39'07" East 15.06 feet; thence South 41°22'00" East 17.23 feet; thence South 04°56'57" East 27.00 feet; thence South 00°35'33" East 190.21 feet; thence South 24°19'40" West 14.98 feet; thence South 45°01'08" West 16.06 feet; thence South 26°46'21" East 232.85 feet; thence North 61°53'12" East 15.26 feet; thence South 28°06'48" East 66.60 feet; thence South 61°53'12" West 15.46 feet; thence South 17°38'00" East 28.18 feet; thence South 26°07'44" West 17.95 feet; thence South 50°57'56" West 21.57 feet; thence South 31°18'36" East 18.86 feet; thence South 55°21'02" West 210.48 feet; thence North 37°05'29" West 17.82 feet; thence South 53°29'21" West 107.87 feet; thence South 50°16'53" East 66.08 feet to the point of beginning.

LESS AND EXCEPTING FROM PARCELS 1, 2, and 3 any portion lying within the bounds of the Railroad Right-of-Way.

ALSO LESS AND EXCEPTING FROM PARCELS 1, 2, AND 3 all of Lot 5, Plat "B", PARKWAY CROSSING SUBDIVISION, Orem, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

Parcel Nos.: 18-027-0126; 18-027-0145; 18-027-0147

Parcel 4:

Lot 5, Plat "B", PARKWAY CROSSING SUBDIVISION, Orem, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

Parcel Nos: 49-524-0007; 49-524-0008

Parcel 5A:

Part of Lot 2, Plat "D", PARKWAY CROSSING SUBDIVISION, described as follows:  
Commencing North 1298.46 feet and West 1120.07 feet from the South Quarter Corner of Section 21, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 89 degrees 23'51" East 223.62 feet; thence South 66 degrees 22'22" West 24.16 feet; thence South 52 degrees 21'35" West 36.28 feet; thence South 61 degrees 48'53" West 24.44 feet; thence South 66 degrees 47'46" West 170.75 feet; thence South 26 degrees 23'13" West 41.45 feet; thence South 02 degrees 44'47" West 45.61 feet; thence South 19 degrees 30'53" East 37.62 feet; thence South 28 degrees 12'01" East 93.83 feet; thence South 29 degrees 42'16" East 129.89 feet; thence South 64 degrees 51'33" West 266.54 feet; thence North 40 degrees 10'21" West 3.23 feet; thence North 65 degrees 02'27" East 184.79 feet; thence along a curve to the left (chord bears North 09 degrees 06'32" East 42.01 feet, radius = 25.36 feet); thence North 46 degrees 49'11" West 4.21 feet; thence North 50 degrees 15'23" West 12.19 feet; thence along a curve to the right (chord bears North 40 degrees 08'03" West 17.19 feet, radius = 48.84 feet); thence North 30 degrees 00'49" West 42.06 feet; thence North 29 degrees 53'03" West 40.62 feet; thence along a curve to the right (chord bears North 15 degrees 47'14" West 12.97 feet, radius = 26.8 feet); thence North 01 degrees 41'28" West 19.37 feet; thence along a curve to the left (chord bears North 06 degrees 59'35" West 22.08 feet, radius = 122.5 feet); thence along a curve to the right (chord bears North 06 degrees 16'08" West 85.72 feet, radius = 406.02 feet); thence along a curve to the right (chord bears North 04 degrees 11'06" East 32.95 feet, radius = 223.17 feet); thence North 08 degrees 36'54" East 25.23 feet; thence along a curve to the left (chord bears North 02 degrees 31'10" East 46.56 feet, radius = 216.73 feet); thence North 03 degrees 34'23" West 14.85 feet; thence along a curve to the left (chord bears North 09 degrees 49'23" West 6.24 feet, radius = 31.89 feet); thence North 16 degrees 04'34" West 12.78 feet; thence North 19 degrees 39'24" West 12.24 feet; thence North 71 degrees 19'06" East 27.25 feet; thence North 56 degrees 42'52" East 37.47 feet to the point of beginning.

Parcel No. 49-614-0005

Parcel 5B:

Non-exclusive easement for ingress and egress as created by that certain Mutual Access Agreement dated November 20, 2002 and recorded November 22, 2002, as Entry No. 141763:2002 in the office of the Utah County Recorder.

**EXCEPTING FROM THE ABOVE PARCELS 1 THROUGH 4**, the following property described in that certain Partial Reconveyance recorded September 26, 2006 as Entry No. 127489:2006:

Beginning at a point which is located North 345.40 feet and West 1166.56 feet from the South Quarter Corner of Section 21, Township 6 South, Range 2 East, Salt Lake Base and Meridian,

said point also being the Southwest Corner of Lot 1, PARKWAY CROSSING Plat "C", an Amendment to Lot 1, Plat "A" and Lot 4, Plat "B", on file at the office of the Utah County Recorder; thence along the boundary of Lot 4, Plat "C", the following 8 courses and distances: (1) North 61°24'04" East 235.76 feet; (2) thence North 28°42'00" West 248.21 feet; (3) thence North 61°18'00" East 67.67 feet; (4) thence South 28°42'00" East 248.32 feet; (5) thence North 61°24'04" East 16.46 feet; (6) thence North 80°35'22" East 15.57 feet; (7) thence South 51°39'04" East 35.26 feet; (8) thence South 83°14'35" East 22.51 feet to a Southeast corner of said Plat "C"; thence along the boundary of said plat "C" the following 12 courses and distances; (1) North 53°29'32" East 107.87 feet; (2) thence South 37°05'29" East 17.82 feet; (3) thence North 55°21'02" East 210.48 feet; (4) thence North 31°18'36" West 18.86 feet; (5) thence North 50°57'56" East 21.57 feet; (6) thence North 26°07'44" East 17.95 feet; (7) thence North 17°38'00" West 28.18 feet; (8) thence North 61°53'55" East 15.46 feet; (9) thence North 28°06'48" West 58.71 feet; (10) thence North 28°06'48" West 7.89 feet; (11) thence South 61°53'12" West 15.26 feet; (12) thence North 26°46'21" West 210.20 feet to a point on an existing fence; thence along said fence the following 8 courses and distances; (1) North 89°56'07" East 196.22 feet; (2) thence North 60°40'00" East 73.15 feet; (3) thence South 29°58'13" East 39.78 feet; (4) thence South 28°47'01" East 43.47 feet; (5) thence South 55°41'24" West 92.56 feet; (6) thence South 55°39'01" West 94.53 feet; (7) thence South 56°16'06" West 16.81 feet; (8) thence South 54°28'11" West 15.16 feet; thence South 28°06'48" East 95.34 feet to a point on an existing fence; thence along said fence the following (2) courses and distances; (1) North 59°53'55" East 45.17 feet; (2) thence South 25°51'48" East 339.32 feet to a point on the Southerly boundary of PARKWAY CROSSING Plat "B" on file at the office of the Utah County Recorder; thence along the boundary of said Plat "B" the following 7 courses and distances; (1) thence South 89°40'04" West 435.05 feet; (2) thence South 00°04'20" East 0.16 feet; (3) thence South 89°39'32" West 11.42 feet; (4) thence South 76°42'11" West 5.89 feet; (5) thence South 06°14'30" East 170.67 feet; (6) thence South 88°43'50" West 354.06 feet; (7) thence North 34°49'53" West 107.91 feet to the point of beginning.

**ALSO EXCEPTING FROM THE ABOVE PARCELS 1, 2 and 3, the following parcels:**

Utah Transit Authority - Parcel 18-027-0144

Commencing North 443.96 feet and East 349.42 feet from the South quarter corner of Section 21, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 89 degrees 28'00" West 16.49 feet; thence North 30 degrees 12'55" West 47.51 feet; thence North 33 degrees 26'43" West 463.81 feet; thence North 89 degrees 59'59" East 50.14 feet; thence South 29 degrees 52'56" East 493.53 feet to the point of beginning.

Utah Transit Authority - Parcel 18-027-0146

Commencing North 1309.06 feet and West 150.27 feet from the South quarter corner of Section 21, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 30 degrees 02'25" East 505.78 feet; thence South 89 degrees 59'59" West 49.1 feet; thence North 33 degrees 26'43" West 193.64 feet; thence North 30 degrees 12'55" West 318.93 feet; thence North 89 degrees 23'51" East 63.12 feet to the point of beginning.

**EXHIBIT B**

(Attached to and forming part of Cross-Easement Agreement)

**Legal Description of Parkway Properties/Tri-Lakes Parcel**

Commencing at a point located South 89°28'50" West along the Section line 388.43 feet and North 59.52 feet from the found South quarter corner of Section 21, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along the Easterly right of way line of 1250 West Street as follows: North 00°29'20" West 131.99 feet, North 03°21'06" West 40.05 feet, North 00°29'20" West 209.98 feet; thence North 89°40'04" East 258.72 feet; thence South 00°32'00" East 0.03 feet; thence North 89°28'00" East 467.95 feet; thence South 30°12'56" East 368.57 feet; thence South 89°24'56" West 518.56 feet; thence South 00°35'04" East 60.00 feet; thence South 89°24'56" West 388.94 feet to the point of beginning.

Area = 285,599 sq.ft. or 6.56 Acres

Basis of bearing is South 89°28'50" West along the Section line from the South quarter to the Southwest corner of said Section 21.

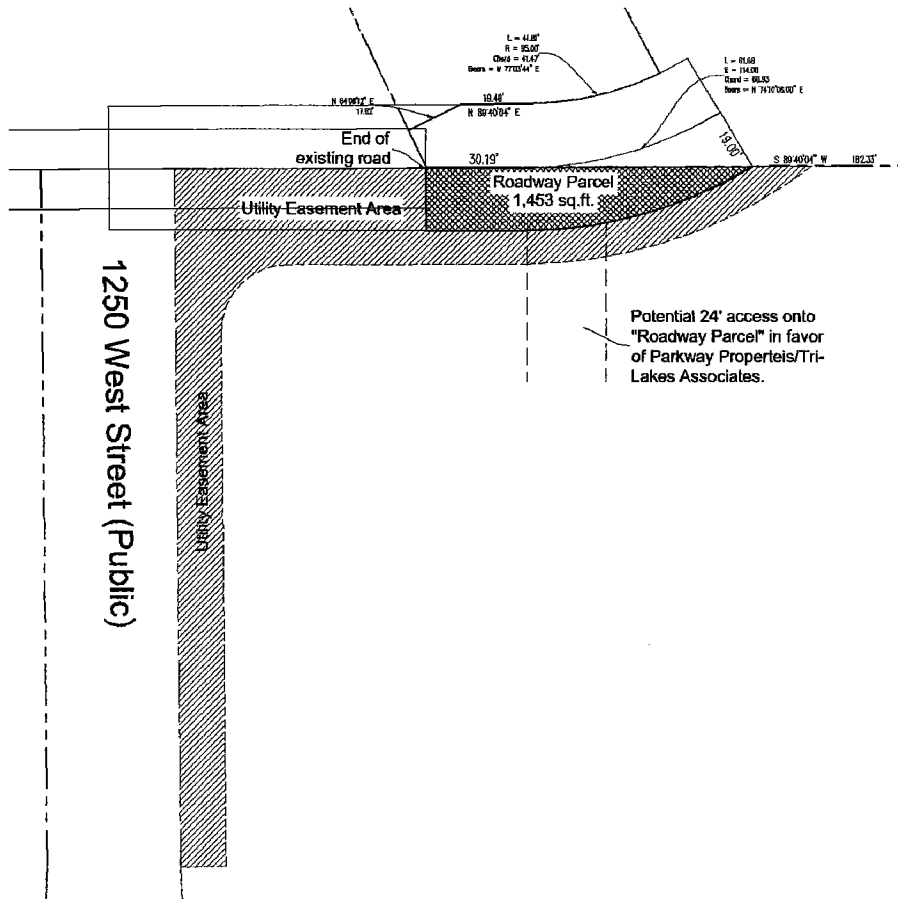


### EXHIBIT C

(Attached to and forming part of Cross-Easement Agreement)

### Depiction of Roadway Parcel, Utility Easement Area, and Legal Descriptions

#### Depiction of Roadway Parcel and Utility Easement Area:



**Legal Description of Roadway Parcel:**

Commencing at a point located South 89°28'50" West along the Section line 218.646 feet and North 440.971 feet from the South quarter corner of Section 21, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along the arc of a 133.00 foot radius curve to the right 71.936 feet (chord bears South 74°10'23" West 71.062 feet); thence North 89°57'40" West 30.192 feet; thence North 89°40'04" East 98.673 feet to the point of beginning.

Area = 1,453 sq.ft. or 0.354 Acre

**Legal Description of Utility Easement Area:**

Commencing at a point located South 89°28'50" West along the Section line 391.903 feet and North 231.567 feet from the South quarter corner of Section 21, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 00°29'20" West along 1250 West Street 209.980 feet; thence North 89°40'04" East 192.874 feet; along the arc of a 143.00 foot radius curve to the right 92.663 feet (chord bears South 71°06'19" West 91.050 feet); thence South 89°40'04" West 72.430 feet; thence along the arc of a 20.00 foot radius curve to the left 31.466 feet (chord bears South 44°35'22" West 28.32 feet); thence South 89°29'20" West 160.890 feet; thence South 89°30'40" East 14.000 feet to point of beginning.

**EXHIBIT D**

(Attached to and forming part of Cross-Easement Agreement)

**Bi-Directional Access**

**A 26.00 foot wide easement, 13.00 feet on each side of the following described point, along the boundary line between the Burton Lumber Parcel and the Parkway Properties/Tri-Lakes Parcel:**

Commencing at a point located North 89°24'56" East along the Section line 296.46 feet and North 440.43 feet from the South quarter corner of Section 21, Township 6 South, Range 2 East, Salt Lake Base and Meridian.