

**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. 57:095:0002 (Lot 6B) and 57:095:0003 (Lot 6C)

Space above for Recorder's Use Only

FOOTING CROSS EASEMENT AGREEMENT

This Footing Cross 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 C** ("**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 D** ("**Apartments Property**"). Apartments intends to construct an apartment building on the Apartments Property.

C. The Parties, by themselves and through their respective affiliates, contractors, employees, and agents, intend to perform excavation, footings work, and construction of below grade and above grade improvements on the Parking Garage Property and the Apartments Property (collectively, "**Properties**") related to Parking Garage's construction of a parking garage building and related above ground and underground facilities and Apartments' construction of an apartments building and related above ground and underground facilities.

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. Cross Grant of Footing Easement. Apartments hereby grants unto Parking Garage, its successors and assigns, a perpetual nonexclusive easement in, over, through, underneath, and across that 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, and Parking Garage hereby grants to Apartments, its successors and assigns, a perpetual nonexclusive easement in, over, through, underneath, and across that portion of the Parking Garage Property legally described in **Exhibit B** and substantially depicted in **Exhibit B-1**, which exhibits are attached hereto and incorporated herein (collectively, with respect to both Properties, the “**Easement Area**”), for the purpose of:

- a. installation of footings;
- b. the maintenance, operation, inspection, repair, replacement, and removal of any of the foregoing; and
- c. pedestrian and vehicular ingress and egress to and from the Properties onto the Easement Area by Parking Garage and Apartments and their respective employees, agents, tenants, licensees, and invitees necessary to accomplish the tasks set forth in Paragraphs 2a and 2b, above (collectively, the “**Easement**”).

3. Standard of Work. The work undertaken by the Parties under this Agreement shall conform to, and shall be conducted in accordance with, any and all applicable ordinances, laws, rules, and regulations, and the standards and requirements of the Parties and any other governmental authorities having jurisdiction over the Easement Area. Such work, in any event, shall be performed in a good and workmanlike manner and, once commenced, shall be pursued diligently to completion.

4. Damage to Property. If, in connection with either Party’s work hereunder, any of the other Party’s property or improvements are damaged or destroyed, then, within thirty (30) days after such damage (or such additional reasonable time as may be required by the circumstances, not to exceed, subject to reasonable delays due to weather conditions, one hundred and twenty (120) days, so long as any such repair or replacement is commenced within the initial thirty (30) day period and the same is prosecuted with reasonable due diligence) the Party undertaking the work shall repair or replace any and all such damaged or destroyed improvements or property, in a good and workmanlike manner, to a condition substantially identical, or better, to that existing before any such damage or destruction.

5. 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 Easement Area, 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 Easement Area, 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 Easement Area on or prior to the date this Agreement is recorded.

6. 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.

7. 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.

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

9. 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.

10. 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.

11. 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.

12. 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.

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

14. 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).

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

16. 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

17. 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.

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


19. 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 14 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.

(Remainder of Page Intentionally Left Blank)

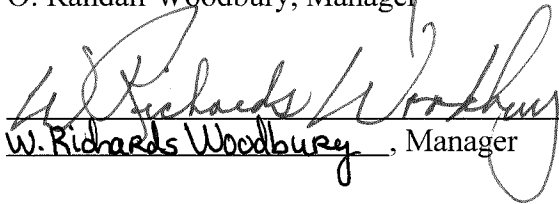
IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

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



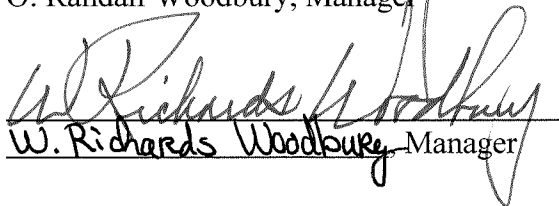
W. Richards Woodbury, Manager

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

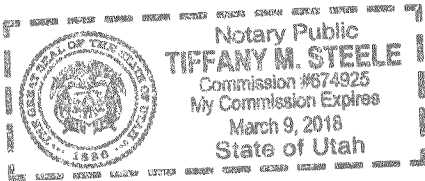


W. Richards Woodbury, Manager

ACKNOWLEDGMENTS OF PARKING GARAGE

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

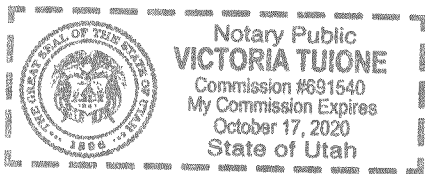
On the 8th day of Jan. 2018, before me personally appeared O. Randall Woodbury, to me personally known to be a Manager of Woodbury Management Company, L.C., a Utah limited liability company, the Manager of University Place Parking Phase 1 L.L.C., the company that executed the within instrument, known 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.



[Handwritten signature]
Notary Public

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

On the 5th 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 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.



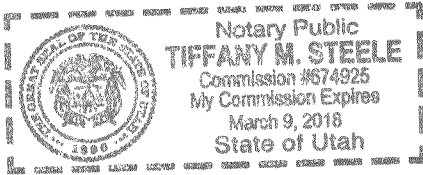
[Handwritten signature: Victoria Tuione]
Notary Public

[Handwritten initials]

ACKNOWLEDGMENTS OF APARTMENTS

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

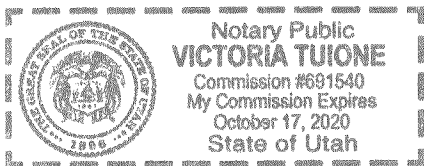
On the 8th day of Jan. 2018, before me personally appeared O. Randall Woodbury, to me personally known to be a Manager of Woodbury Management Company, L.C., a Utah limited liability company, the Manager of University Mall Shopping Center, L.C., the company that executed the within instrument, known to 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.



[Signature]
Notary Public

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

On the 5th 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.



[Signature]
Notary Public

[Signature]

EXHIBIT A

LEGAL DESCRIPTION OF FOOTING EASEMENT AREA: APARTMENTS PROPERTY

December 13, 2017
K. Engstrom

**LEGAL DESCRIPTION
FOOTING EASEMENT ON LOT 6C
N. TOWER PARKING STRUCTURE & ASTON PARKSIDE,
UNIVERSITY PLACE MALL**

This legal description describes a portion of Tax ID No. 570900007, 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 14-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 1080.15 feet and North 424.84 feet from the south quarter corner of said Section 23 and running thence along the northerly property line of said Lot 6B North 85°57'05" West 3.50 feet thence leaving said northerly property line North 04°05'58" East 3.50 feet thence South 85°57'05" East 7.00 feet thence South 04°05'58" West 7.00 feet thence North 85°57'05" West 3.50 feet to the easterly property line of said Lot 6B; thence along said easterly property line North 04°05'58" East 3.50 feet to the **Point of Beginning**.

The above-described portion contains 37 square feet or 0.0008 acres.

Together with the following described parcel:

Beginning at a point on the easterly property line of said Lot 6B, said point being South 04°05'58" West 7.15 feet from the northeast corner of said Lot 6B and thence departing the easterly property line of said Lot 6B South 85°57'05" East 6.88 feet thence South 04°05'58" West 15.00 feet thence North 85°57'05" West 6.88 feet to the easterly property line of said Lot 6B; thence along said easterly property line North 04°05'58" East 15.00 feet to the **Point of Beginning**.

The above-described portion contains 103 square feet or 0.002 acres.

Together with the following described parcel:

Beginning at a point on the easterly property line of said Lot 6B, said point being South 04°05'58" West 36.15 feet from the northeast corner of said Lot 6B and thence departing the easterly property line of said Lot 6B South 85°57'05" East 6.88 feet thence South 04°05'58" West 15.00 feet thence North 85°57'05" West 6.88 feet to the easterly property line of said Lot 6B; thence along said easterly property line North 04°05'58" East 15.00 feet to the **Point of Beginning**.

The above-described portion contains 103 square feet or 0.002 acres.

Together with the following described parcel:

EXHIBIT A
(continued)

Beginning at a point on the easterly property line of said Lot 6B, said point being South 04°05'58" West 69.15 feet from the northeast corner of said Lot 6B and thence departing the easterly property line of said Lot 6B South 85°57'05" East 6.90 feet; thence South 04°05'58" West 15.00 feet; thence North 85°57'05" West 6.90 feet to the easterly property line of said Lot 6B; thence along said easterly property line North 04°05'58" East 15.00 feet to the **Point of Beginning**.

The above-described portion contains 103 square feet or 0.002 acres.

Together with the following described parcel:

Beginning at a point on the easterly property line of said Lot 6B, said point being South 04°05'58" West 100.15 feet from the northeast corner of said Lot 6B and thence departing the easterly property line of said Lot 6B South 85°57'05" East 6.91 feet; thence South 04°05'58" West 15.00 feet; thence North 85°57'05" West 6.91 feet to the easterly property line of said Lot 6B; thence along said easterly property line North 04°05'58" East 15.00 feet to the **Point of Beginning**.

The above-described portion contains 104 square feet or 0.002 acres.

Together with the following described parcel:

Beginning at a point on the easterly property line of said Lot 6B, said point being South 04°05'58" West 131.15 feet from the northeast corner of said Lot 6B and thence departing the easterly property line of said Lot 6B South 85°57'05" East 6.93 feet; thence South 04°05'58" West 15.00 feet; thence North 85°57'05" West 6.93 feet to the easterly property line of said Lot 6B; thence along said easterly property line North 04°05'58" East 15.00 feet to the **Point of Beginning**.

The above-described portion contains 104 square feet or 0.002 acres.

Together with the following described parcel:

Beginning at a point on the easterly property line of said Lot 6B, said point being South 04°05'58" West 162.15 feet from the northeast corner of said Lot 6B and thence departing the easterly property line of said Lot 6B South 85°57'05" East 6.95 feet; thence South 04°05'58" West 15.00 feet; thence North 85°57'05" West 6.95 feet to the easterly property line of said Lot 6B; thence along said easterly property line North 04°05'58" East 15.00 feet to the **Point of Beginning**.

The above-described portion contains 104 square feet or 0.002 acres.

Together with the following described parcel:

Beginning at a point on the northerly property line of said Lot 6B, said point being North 85°57'05" West 37.31 feet from the northeast corner of said Lot 6B and thence running along said northerly property line North 85°57'05" West 56.50 feet; thence departing said northerly property line North 04°02'55" East 10.36 feet; thence South 85°57'05" East 56.50 feet; thence South 04°02'55" West 10.36 feet to the **Point of Beginning**.

The above-described portion contains 585 square feet or 0.013 acres.

EXHIBIT A
(continued)

Together with the following described parcel:

Beginning at a point on the northerly property line of said Lot 6B, said point being North 85°57'05" West 176.64 feet from the northeast corner of said Lot 6B and thence running along said northerly property line North 85°57'05" West 57.00 feet; thence departing said northerly property line North 04°02'55" East 10.41 feet; thence South 85°57'05" East 57.00 feet; thence South 04°02'55" West 10.41 feet to the **Point of Beginning**.

The above-described portion contains 593 square feet or 0.014 acres.

The total of the above-described nine parcels contains 1,636 square feet or 0.042 acres

BASIS OF BEARING

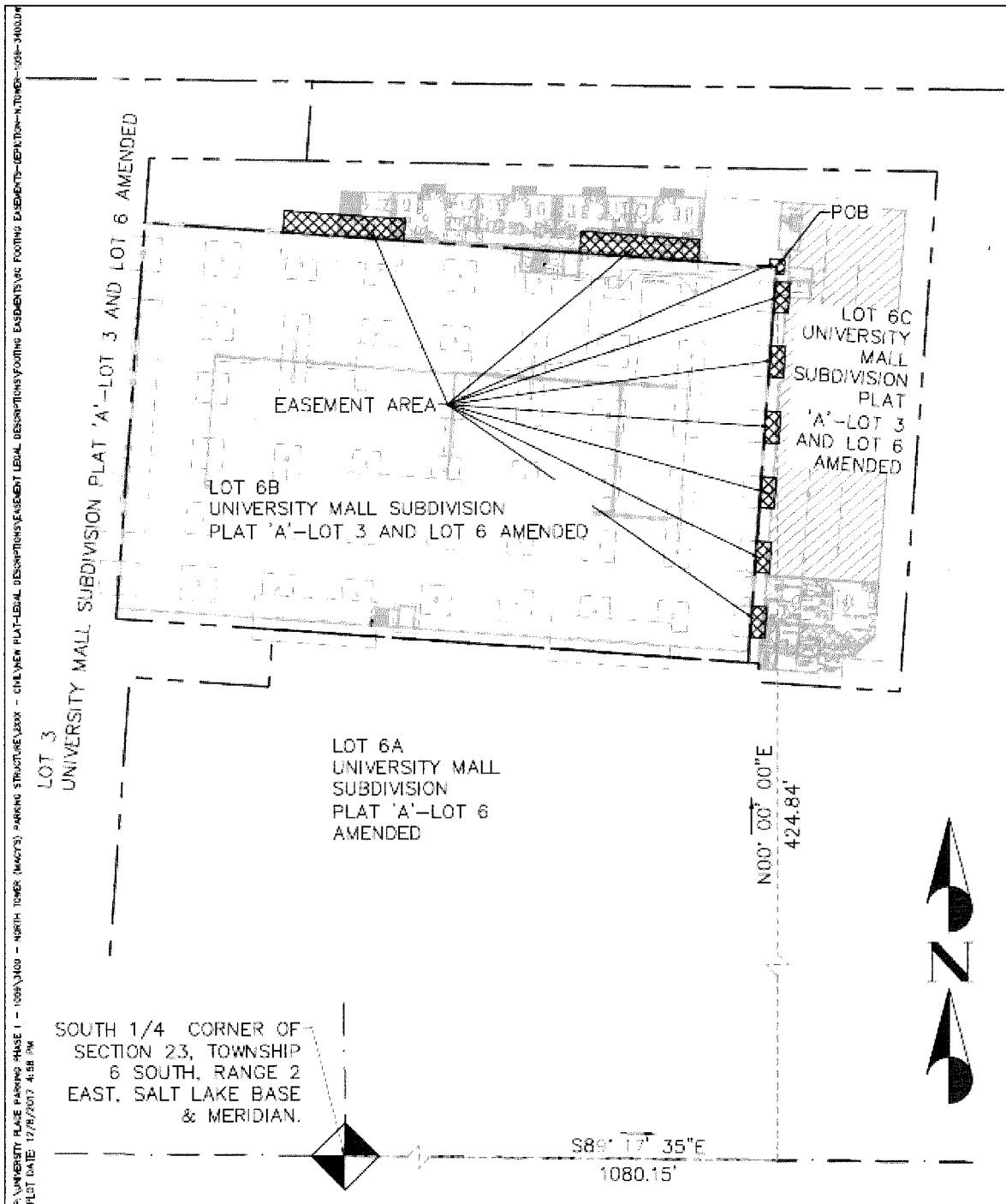
South 89°17'35" East, being the bearing of the south section line of the Southeast Quarter of said Section 23.

End of description.

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

EXHIBIT A-1

DEPICTION OF FOOTING EASEMENT AREA: APARTMENTS PROPERTY



DRAWN BY: K. ENSTROM
DATE: 12/06/2017
SCALE: 1"=40' (AS SHOWN)
ENTRY NO: 1050
SHEET: 1 OF 3

LOT 6C FOOTING
EASEMENT
N. TOWER PARKING STRUCTURE
& ASTON PARKSIDE
OREM, UT

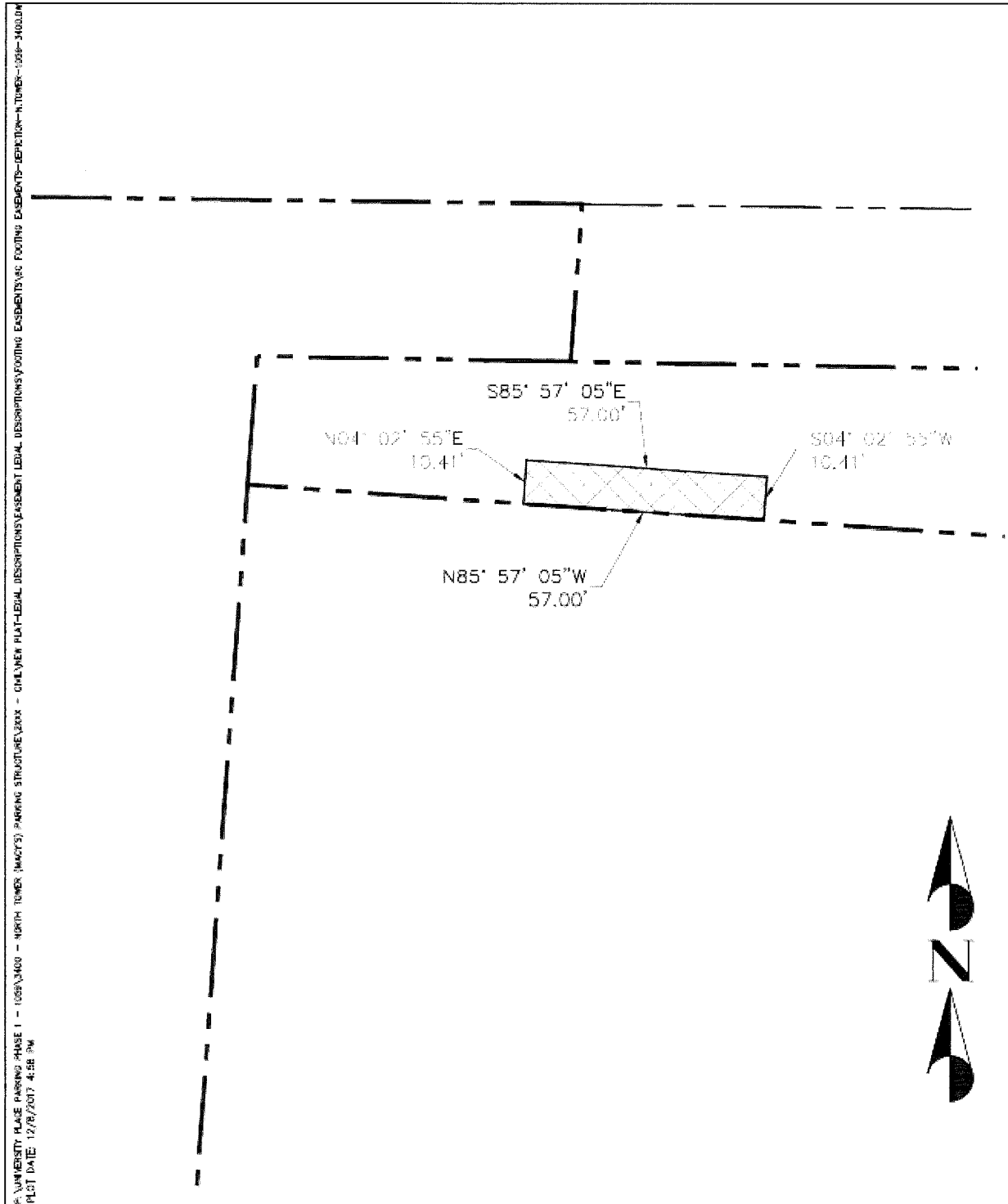


WOODBURY
CORPORATION

270 EAST ENGLAND BLVD. SUITE 300
SALT LAKE CITY, UT 84103
(801) 486-9770



EXHIBIT A-1
(continued)



P:\UNIVERSITY PLACE PARKING PHASE 1 - 1058\1400 - NORTH TOWER (MAY23) PARKING STRUCTURE\2003 - CIVIL\NEW PLAT-LEGAL DESCRIPTIONS\FOOTING EASEMENTS\AC FOOTING EASEMENTS-TOWER-1058-1400.DWG
 PLST DATE: 12/8/2017 4:58 PM



DRAWN BY: K. ENGSTROM
 DATE: 12/08/2017
 SCALE: 1"=60' (PLS. PRINT)
 SHEET: 2 OF 3

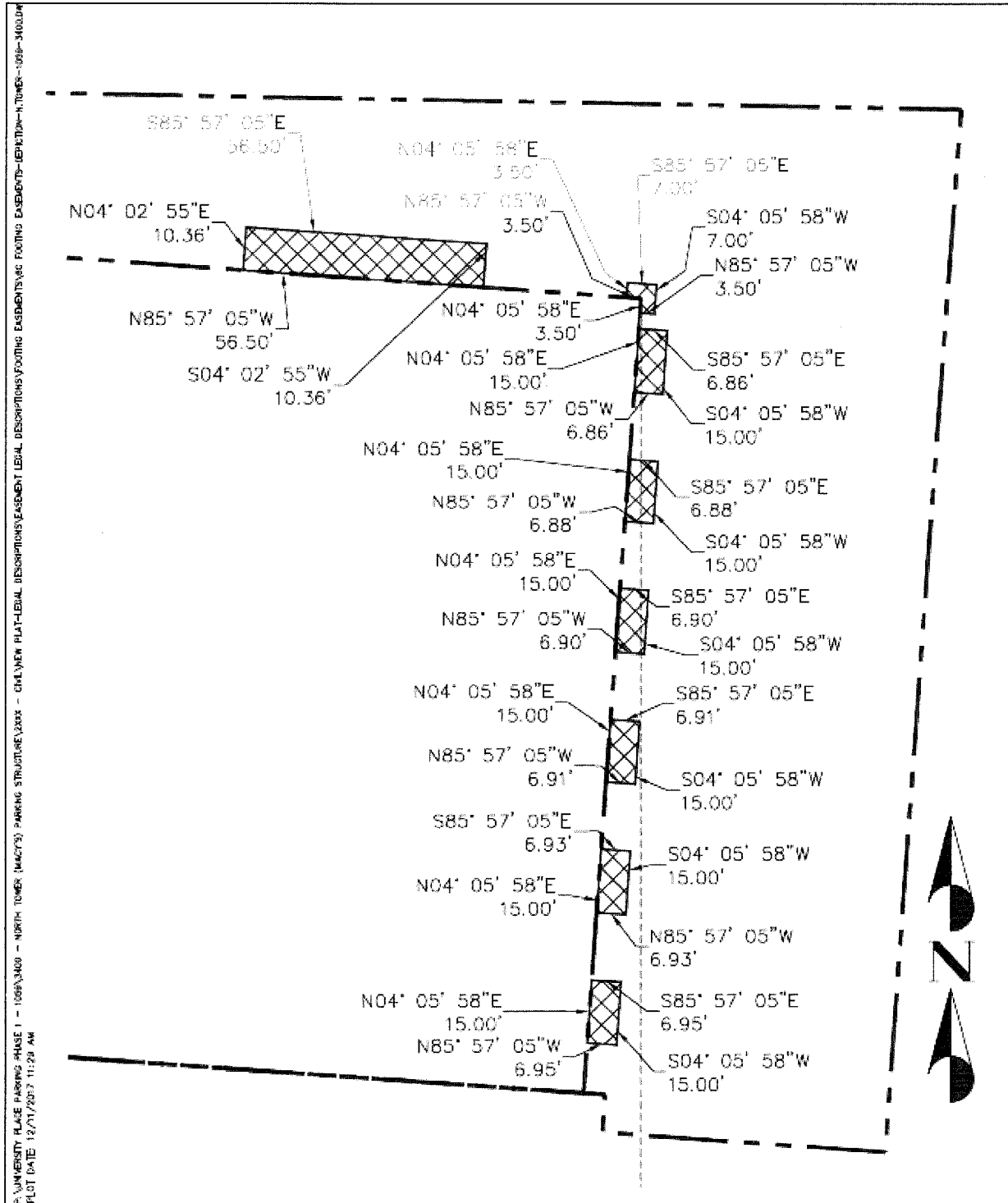
LOT 6C FOOTING
 EASEMENT
 N. TOWER PARKING STRUCTURE
 & ASTON PARSIDE
 OREGON, UT

WOODBURY
 CORPORATION

270 EAST PHOENIX BLVD. SUITE 300
 SALT LAKE CITY, UTAH 84103
 (801) 465-9776

Handwritten signature

EXHIBIT A-1
(continued)



DRAWN BY: K. ENSTROM
DATE: 12/06/2017
SCALE: 1"=60' (6.5"=111')
ENTRY NO: 1000
SHEET: 3 OF 3

LOT 6C FOOTING
EASEMENT
N. TOWER PARKING STRUCTURE
& ASTON PAGESIDE
OREM, UT

WOODBURY CORPORATION

2700 EAST CHARLES BLVD. SUITE 200
SALT LAKE CITY, UTAH 84106
(801) 486-7770

Handwritten signature/initials

EXHIBIT B

**LEGAL DESCRIPTION OF FOOTING EASEMENT AREA:
PARKING GARAGE PROPERTY**

December 11, 2017
K. Engstrom

**LEGAL DESCRIPTION
FOOTING EASEMENT ON LOT 6B
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 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 running thence along the easterly property line of said Lot 6B South 04°05'58" West 3.50 feet; thence leaving said easterly property line North 85°57'05" West 3.50 feet; thence North 04°05'58" East 3.50 feet to the northerly property line of said Lot 6B; thence along said northerly property line South 85°57'05" East 3.50 feet to the ***Point of Beginning***.

The above-described portion contains 12 square feet or 0.0003 acres.

Together with the following described parcel:

Beginning at a point on the easterly property line of said Lot 6B, said point being South 04°05'58" West 7.15 feet from the northeast corner of said Lot 6B and running thence along the easterly property line of said Lot 6B South 04°05'58" West 15.00 feet; thence leaving said easterly property line North 85°57'05" West 8.14 feet; thence North 04°05'58" East 15.00 feet; thence South 85°57'05" East 8.14 feet to the ***Point of Beginning***.

The above-described portion contains 122 square feet or 0.003 acres.

Together with the following described parcel:

Beginning at a point on the easterly property line of said Lot 6B, said point being South 04°05'58" West 38.15 feet from the northeast corner of said Lot 6B and running thence along the easterly property line of said Lot 6B South 04°05'58" West 15.00 feet; thence leaving said easterly property line North 85°57'05" West 8.12 feet; thence North 04°05'58" East 15.00 feet; thence South 85°57'05" East 8.12 feet to the ***Point of Beginning***.

The above-described portion contains 122 square feet or 0.003 acres.

Together with the following described parcel:

Beginning at a point on the easterly property line of said Lot 6B, said point being South 04°05'58" West 69.15 feet from the northeast corner of said Lot 6B and running thence along the easterly property line of

P:\University Place Parking Phase 1 - 105913400 - North Tower (Macy's) Parking Structure\2017 - Civil\New Plat-Legal Descriptions\Easement Legal Descriptions\Footing Easements\Legal DESCRIPTION 6B Footings-N. Tower 1059-5900.docx - Page 1 of 1

EXHIBIT B
(continued)

said Lot 6B South 04°05'58" West 15.00 feet; thence leaving said easterly property line North 85°57'05" West 8.10 feet; thence North 04°05'58" East 15.00 feet; thence South 85°57'05" East 8.10 feet to the **Point of Beginning**.

The above-described portion contains 122 square feet or 0.003 acres.

Together with the following described parcel:

Beginning at a point on the easterly property line of said Lot 6B, said point being South 04°05'58" West 100.15 feet from the northeast corner of said Lot 6B and running thence along the easterly property line of said Lot 6B South 04°05'58" West 15.00 feet; thence leaving said easterly property line North 85°57'05" West 8.09 feet; thence North 04°05'58" East 15.00 feet; thence South 85°57'05" East 8.09 feet to the **Point of Beginning**.

The above-described portion contains 121 square feet or 0.003 acres.

Together with the following described parcel:

Beginning at a point on the easterly property line of said Lot 6B, said point being South 04°05'58" West 131.15 feet from the northeast corner of said Lot 6B and running thence along the easterly property line of said Lot 6B South 04°05'58" West 15.00 feet; thence leaving said easterly property line North 85°57'05" West 8.07 feet; thence North 04°05'58" East 15.00 feet; thence South 85°57'05" East 8.07 feet to the **Point of Beginning**.

The above-described portion contains 121 square feet or 0.003 acres.

Together with the following described parcel:

Beginning at a point on the easterly property line of said Lot 6B, said point being South 04°05'58" West 162.15 feet from the northeast corner of said Lot 6B and running thence along the easterly property line of said Lot 6B South 04°05'58" West 15.00 feet; thence leaving said easterly property line North 85°57'05" West 8.05 feet; thence North 04°05'58" East 15.00 feet; thence South 85°57'05" East 8.05 feet to the **Point of Beginning**.

The above-described portion contains 121 square feet or 0.003 acres.

Together with the following described parcel:

Beginning at a point on the northerly property line of said Lot 6B, said point being North 85°57'05" West 37.31 feet from the northeast corner of said Lot 6B and thence departing said northerly property line South 04°02'55" West 11.64 feet; thence North 85°57'05" West 56.50 feet; thence North 04°02'55" East 11.64 feet to the northerly property line of said Lot 6B; then along said northerly property line South 85°57'05" East 56.50 feet to the **Point of Beginning**.

The above-described portion contains 658 square feet or 0.015 acres.

P:\University Place Parking Phase 1 - 1053\3400 - North Tower (Macy's) Parking Structure\2xxx - Civil\New Flat-Legal Descriptions\Easement Legal Descriptions\Footing Easements\Legal DESCRIPTION 6B Footings-N. Tower 1053-3400.docx - Page 2 of 1

EXHIBIT B
(continued)

Together with the following described parcel:

Beginning at a point on the northerly property line of said Lot 6B, said point being North 85°57'05" West 176.64 feet from the northeast corner of said Lot 6B and thence departing said northerly property line South 04°02'55" West 11.59 feet; thence North 85°57'05" West 57.00 feet; thence North 04°02'55" East 11.59 feet to the northerly property line of said Lot 6B; then along said northerly property line South 85°57'05" East 57.00 feet to the **Point of Beginning**.

The above-described portion contains 661 square feet or 0.015 acres.

The total of the above-described nine parcels contains 2,060 square feet or 0.047 acres

BASIS OF BEARING

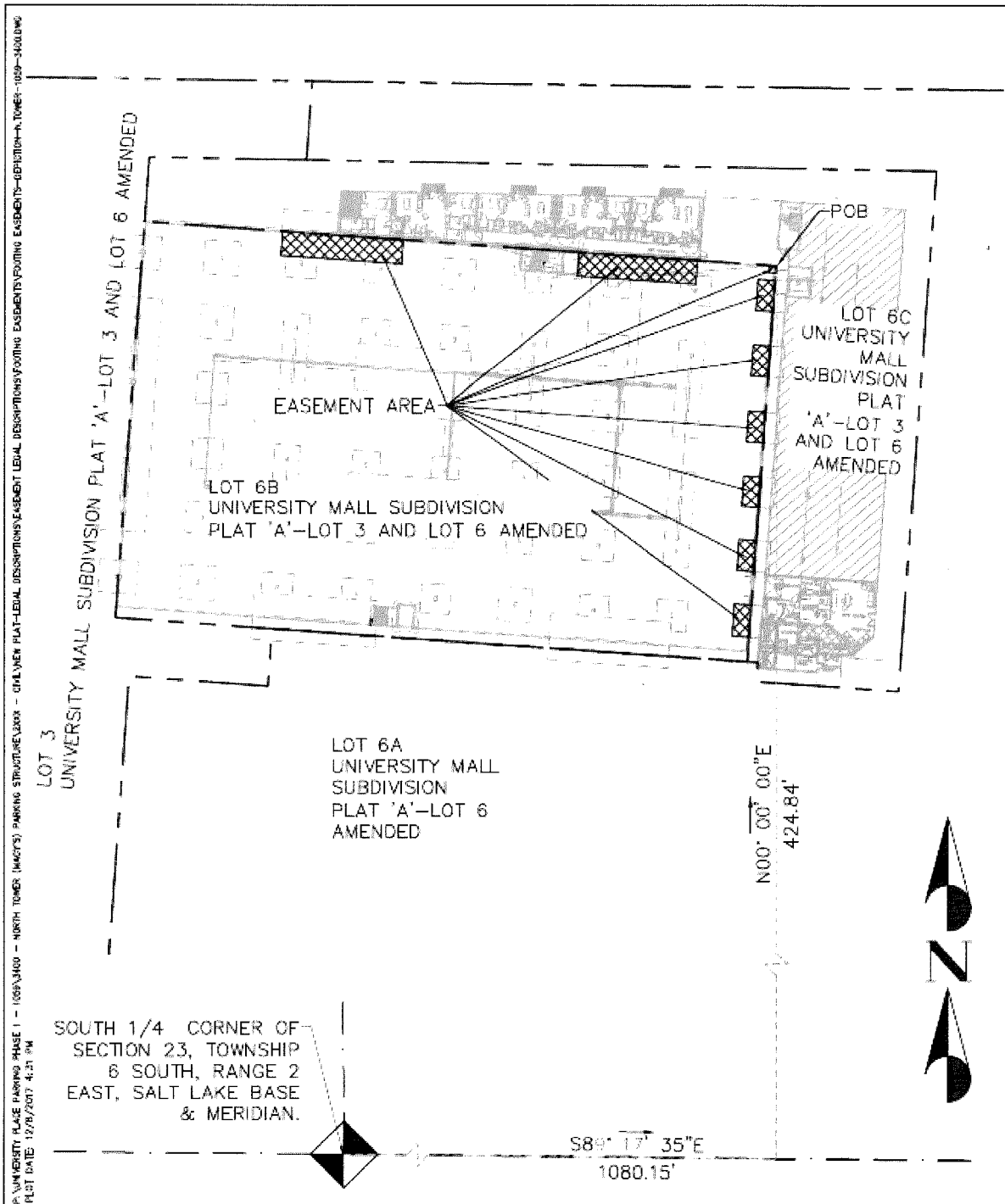
South 89°17'35" East, being the bearing of the south section line of the Southeast Quarter of said Section 23.

End of description.

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

EXHIBIT B-1

DEPICTION OF FOOTING EASEMENT AREA: PARKING GARAGE PROPERTY



DRAWN BY: K. ENSTROM
DATE: 12/06/2017
SCALE: 1"=40' (A.S.M.I.C.)
ENTRY NO: 1069
SHEET: 1 OF 3

LOT 6B FOOTING EASEMENT
X TOWER PARKING STRUCTURE & ASTON PARKSIDE
OREM, UT

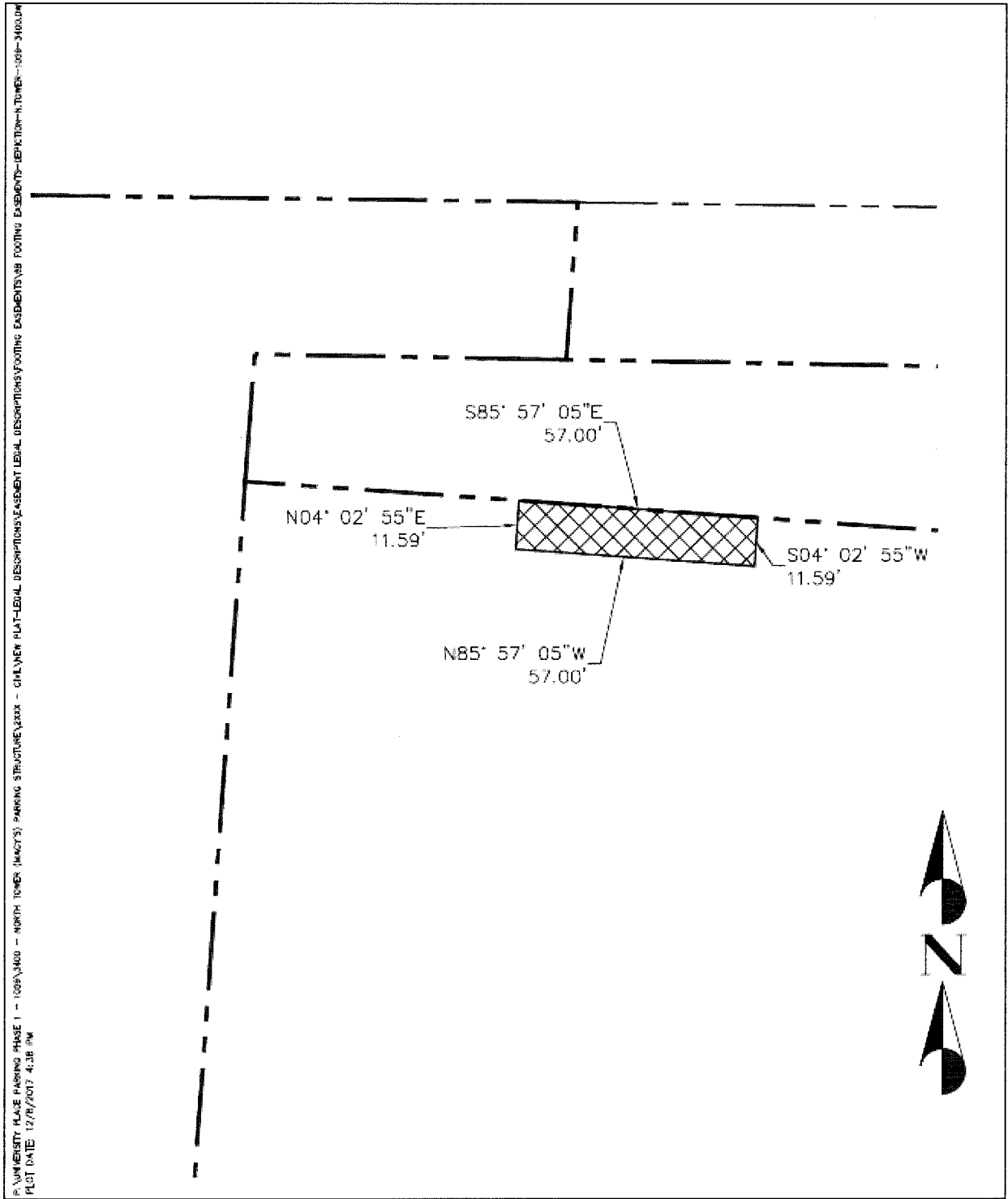


WOODBURY CORPORATION

2750 EAST PARKWAY BLVD., SUITE 200
SALT LAKE CITY, UTAH 84120
(801) 485-7777



EXHIBIT B-1
(continued)



DRAWN BY: K. ENOSTROM
DATE: 12/06/2017
SCALE: 1\"/>2 OF 3

**LOT 6B FOOTING
EASEMENT**
N TOWER PARKING STRUCTURE
& ASTOR PARKSIDE
OREM, UT

	WOODBURY CORPORATION	2700 EAST PHILLIPS WAY, SUITE 300
		SALT LAKE CITY, UT 84119
		(801) 486-7178

EXHIBIT C

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.



EXHIBIT D

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.

