

When recorded mail to:
Derk Pardoe
3454 East Stone Mountain Lane
Sandy, Utah 84092

06047184

CORRECTIVE CROSS-EASEMENT AGREEMENT

THIS CROSS-EASEMENT AGREEMENT ("Agreement") is made this 22 day of February, 2007 by and between T.C. Enterprise Investments, L.C., a Utah limited liability company ("TC"), as Grantor and Stillwater Trust dated January 1, 1999, ("Stillwater"), as Grantee.

This Corrective Cross-Easement Agreement is being recorded to correct mistakes contained in that certain Cross-Easement Agreement recorded January 26, 2005 as Entry No. 9282906, in Book 9087, page 4761.

WHEREAS, TC is the owner of a certain parcel of real property located in Salt Lake County, Utah described in the attached Exhibit "A" ("TC Property"); and

WHEREAS, Stillwater is the owner of a certain adjoining real property located in Salt Lake County, Utah described in the attached Exhibit "B: ("Stillwater Property"); and

WHEREAS, the parties desire to create a cross-access easement for ingress and egress across the parties' respective properties for the benefit of the other party's property on terms and conditions set forth below; and

WHEREAS, the parties desire to create a cross-easement for parking of vehicles on the parties' respective properties for the benefit of the other party's property on terms and conditions set forth below:

THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties covenant, grant and agree as follows:

1. Grant of Cross-Access Easements.
 - a. TC as owner of the TC Property hereby grants to Stillwater, as owner of the Stillwater Property, a nonexclusive easement over and across that portion of the TC Property as shown on Exhibit "C" ("TC Easement") for the purpose of ingress, egress, access, passing and repassing through and across the paved approaches, driveways and paved surfaces of the TC Easement of general pedestrian and motorized vehicular traffic by the parties, their tenants, invitees, guests and customers to and from the benefited and burdened properties. Such TC Easement shall burden the TC Property, and shall be for the benefit of and appurtenant to the Stillwater Property.

22-23-251-04
22-23-251-025
22-23-180-003

- b. Stillwater as owner of the Stillwater Property hereby grants to TC, as owner of the TD Property, a nonexclusive easement over and across that portion of the Stillwater Property as shown on Exhibit "C" (Stillwater Easement") for the purpose of ingress, egress, access, passing and repassing through and across the paved approaches, driveways and paved Surfaces of the Stillwater Easement of general pedestrian and motorized Vehicular traffic by the parties, their tenants, invitees, guests and customers to and from the benefited and burdened properties. Such Stillwater Easement shall burden the Stillwater Property, and shall be for the benefit of and appurtenant to the TC Property.

2. Grant of Parking Easements.

- a. TC as owner of the TC Property hereby grants to Stillwater, as owner of the Stillwater Property, a nonexclusive easement over and across that portion of the TC Property as shown on Exhibit "C" for the purpose of parking of vehicles by the parties, their tenants, invitees, guests and customers within the "Parking Easement Areas" designated on Exhibit "C". Such parking easement shall burden the TC Property, and shall be for the benefit of and appurtenant to the Stillwater Property.
- b. Stillwater as owner of the Stillwater Property hereby grants to TC, as owner of the TC Property, a nonexclusive easement over and across that portion of the Stillwater Property as shown on Exhibit "C" for the purpose of parking of vehicles by the parties, their tenants, invitees, guests and customers within the "Parking Easement Areas" designated on Exhibit "C". Such parking easement shall burden the Stillwater Property, and shall be for the benefit of and appurtenant to the TC Property.

The parking easements created hereby expressly exclude the storage of vehicles (parking of a vehicle for more than a 24 hour period) in the "Parking Easement Areas."

3. Maintenance and Improvements. Each party shall, at its own expense, perform such repairs, maintenance, and construction improvements, as may be reasonably necessary to maintain the Easement Area on its own property in a manner consistent with the nature, use and occupancy of the property.

4. Non-Exclusive. The Easements granted hereby shall be non-exclusive; provided, that neither party shall use or permit any use of its own property which unreasonably interferes with the other party's use of the Easement Area as permitted hereunder.

5. No Barriers. No walls, fences, or barriers of any kind shall be constructed or maintained on the Easement Area, or any portion thereof, by any party which shall prevent or impair the use or exercise of the easements granted herein, or the free access and movement, including without limitation, of pedestrians and vehicular traffic between the parties; provided, however, reasonable traffic controls approved in advance by the other party (which approval shall not be unreasonably withheld or delayed) as may be necessary to guide and control the orderly flow of traffic may be installed so long the Easement Areas are not closed or blocked. The only exceptions to this provision shall be for incidental, temporary encroachments upon the Easement Areas which may occur as a result of the use of the ladders, scaffolding, barricades and similar facilities, or for incidental, immaterial and temporary encroachments upon the Easement Areas which may occur in conjunction with the construction, maintenance or repair of buildings and improvements, so long as such construction, maintenance or repair is being diligently pursued, and/or for temporary blockage of certain areas deemed necessary by the parties to prevent a public dedication of an easement or access right.

6. Right to Relocate. The parties shall have the right to change the configuration of the paved approaches, driveways and paved surfaces of their respective easement areas so long as the material benefits of the easements granted herein are not negatively affected.

7. Limited Representations and Warranties. Each party represents and warrants to the other party that it is the owner of its representative property, that it has authority to grant the easements without the need for any notice to, consent of or subordination by, any other person or entity, and that such easement is free and clear of all liens, encumbrances and restrictions except those appearing of record.

8. Indemnity. Each party agrees to indemnify, defend and hold harmless the other Party from and against any claims, liability, damages or costs ("Claims") arising out of or relating to the use by the party, its invitees, guests or customers of the other party's portion of the Easement Area unless such Claims are the result of the negligence or intentional act or omission of the other party.

9. No Merger. The easements granted herein shall not be extinguished based on merger of the title or common ownership of the TC Property and the Stillwater Property unless expressly terminated by the owner by recorded instrument.

10. Successors and Assigns. This Agreement shall not impair the right of either party to hereafter convey any interest in any or all of the property burdened or benefited hereby, provided that any such conveyance is subject hereto. The easements shall not be conveyed or assigned separately from the benefited property to which it is appurtenant. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

STILLWATER TRUST,
Dated January 1, 1999

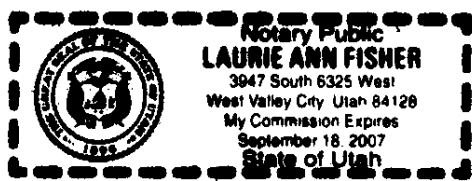
Perry Pardoe Trustee
By: Perry Pardoe
Its: Trustee

T.C. ENTERPRISE INVESTMENTS, L.C.,
a Utah limited liability company

William Derk Pardoe managing member
By: William Derk Pardoe
Its: Managing Member

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

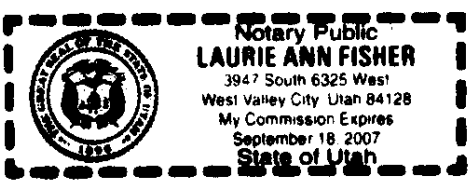
On this 21 day of February, 2007, personally appeared before me Perry Pardoe, the signer of the foregoing instrument who duly acknowledged to me that he is the Trustee of The Stillwater Trust, is authorized to execute this document on behalf of Stillwater Trust, and that he executed the same.



Laurie Ann Fisher
Notary Public

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

On this 21 day of February, 2007, personally appeared before me William Derk Pardoe, the signer of the foregoing instrument who duly acknowledged to me that he is the Managing Member of T.C. Enterprise Investments, L.C., a Utah limited liability company, is authorized to execute this document on behalf of said company, and that he executed the same.



Laurie Ann Fisher
Notary Public

PARCEL 1:

Beginning at a point North 00°03'09" West along the quarter section line 755.59 feet and South 89°25'08" East 292.73 feet and North 12°16'59" East 323.61 feet and South 77°11'17" East 120.93 feet from the center section corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 12°55'06" East 279.43 feet; thence South 89°15'16" East 398.67 feet; thence South 00°13'04" West 563.11 feet; thence North 89°25'08" West 133.56 feet; thence North 24°31'47" West 240.76 feet; thence North 77°11'17" West 236.63 feet; thence North 12°55'06" East 23.67 feet to the point of beginning.

EXHIBIT "B"
Legal Description of Stillwater Property

0169624

EXHIBIT B

After recording, mail to:
Grantee
5999 South 2400 West
Mt. Sterling, Utah 84339

(corrected quit-claim deed)
QUIT-CLAIM DEED

~~0169624~~
~~09/10/2004 11:05 AM #12-00~~
~~Book 9036 Pg 457-458~~
~~GARY M. OTT~~
~~RECORDER, SALT LAKE COUNTY, UTAH~~
~~STILLWATER TRUST~~
~~5999 S 2400 W~~
~~MT STERLING UT 84339~~
~~BY ZJM, DEPUTY - WT ZP.~~

UGPD Utah LC
GRANTOR of Salt Lake County, State of Utah,

Hereby QUIT-CLAIMS to

STILLWATER TRUST
GRANTEE of Cache County, State of Utah
Trustee: Perry Pardoe

For the sum of Ten Dollars and other good and valuable consideration, all right, claim and interest in and to the following described tract (s) of land in Salt Lake County, State of Utah:

See Exhibit "A" attached hereto and made a part hereof

Tax ID: 22-23-251-024-0000

Subject to city and/or County taxes and Assessments, not delinquent; Easements, Right-of-Way, Covenants, Conditions and Restrictions now or record

WITNESS the hand of said Grantor this 10 day of Sept 2004

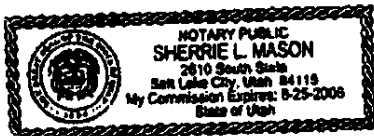
UGPD UTAH LC

By: William D. Pardoe
William Derk Pardoe, its Manager

State of Utah)
County OF Salt Lake)

On the 10 day of September, 2004 personally appeared before me, William Derk Pardoe, Manager of UGPD,UTAH LC the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

Sherrie L. Mason
Notary Public



BK 9036 PG 457

BK 9087 PG 4788

BK 9426 PG 167

EXHIBIT ~~2~~ B

BEGINNING at a point North 00°03'09" west along the quarter section line 755.59 feet and South 89°25'08" East 292.73 feet and North 12°16'59" East 323.61 feet and South 77°11'17" East 120.93 feet from the center section corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South 12°55'06" West 23.67 feet; thence South 77°11'17" East 236.63 feet; thence South 24°31'47" East 240.76 feet; Thence North 89°25'08" West 512.20 feet; Thence North 12°16'59" East 323.61 feet; Thence South 77°11'17" East 120.93 feet to the point of BEGINNING.

FOR REFERENCE PURPOSES ONLY: Tax Parcel/Serial No. 22-23-251-~~426~~⁰²⁴

BK-9036-PG-438

BK-9087-PG-4709

BK 9426 PG 168

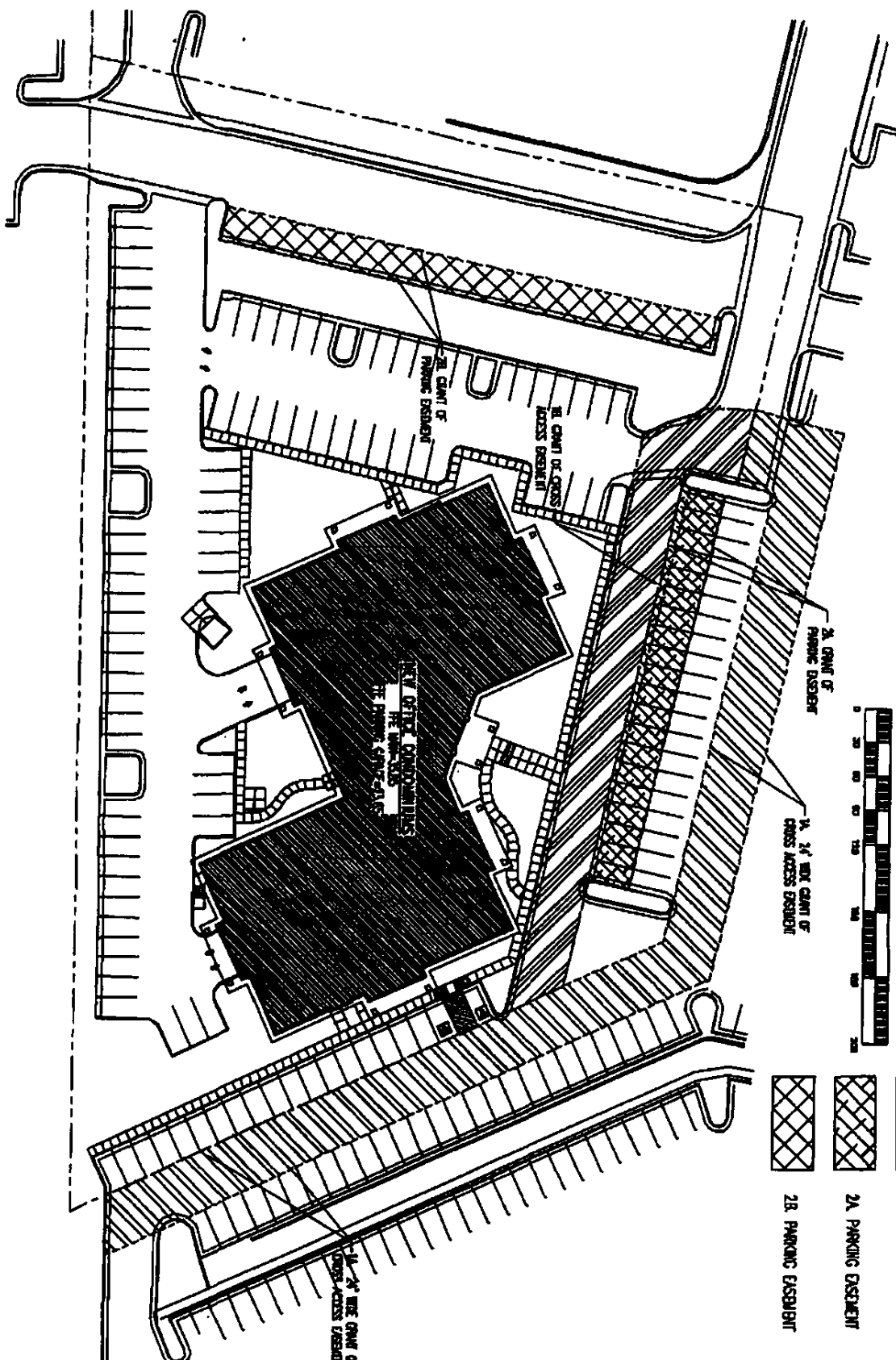
EXHIBIT "C"
Description of Easement Area

OLD MILL BUSINESS PARK CONDOMINIUMS





LOCATED IN THE NE AND NW 1/4 OF SEC 25, T2S, R1E, S18&M



SCALE: 1" = 80'



LEGEND

-  1A. 24' WIDE GRANT OF CROSS ACCESS EASEMENT
-  1B. CROSS ACCESS EASEMENT
-  2A. PARKING EASEMENT
-  2B. PARKING EASEMENT

BK 9426 PG 170