

When Recorded, Return To:
Scott Bates
9350 South 150 East, Suite 1000
Sandy, Utah 84070

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3/30/2011 4:03:00 PM \$32.00
Book - 9914 Pg - 8873-8882
Gary W. Ott
Recorder, Salt Lake County, UT
INTEGRATED TITLE INS. SERVICES
BY: eCASH, DEPUTY - EF 10 P.

Tax Parcels:
Part of 34-06-327-032

CROSS ACCESS EASEMENT AGREEMENT

THIS CROSS ACCESS EASEMENT AGREEMENT is made as of March 29, 2011 by **MILLER FAMILY REAL ESTATE, L.L.C.**, a Utah limited liability company, ("MFRE"), and **ROCKWELL HOUSING, LLC**, a Utah limited liability company ("Housing") (collectively, the "Owners" and individually each an "Owner").

RECITALS:

- A. MFRE is the owner of the real property legally described on **Exhibit A** attached hereto ("Lot 2").
- B. Housing is the owner of the real property legally described on **Exhibit B** attached hereto, commonly known as the Rockwell Square Residential Remainder Lot, ("Lot 1").
- C. Housing is also the owner of the real property legally described on **Exhibit C** attached hereto, (the "Condominium Lot").
- D. Lot 1 and Lot 2 are adjacent to one another with the common boundary area committed for and set to be improved with a drive aisle providing common access to and from Bangerter Highway for the benefit of Lot 1 and Lot 2, which common access area is depicted on **Exhibit D** and legally described on **Exhibit E** (referred to herein as the "Bangerter Drive"). Lot 1 and Lot 2 are collectively referred to herein as the Bangerter Lots. Lot 1, Lot 2 and the Condominium Lot may collectively be referred to as the "Lots", and where distinction is not required, may individually be referred to as a "Lot".
- E. In turn, the eastern boundary of the Bangerter Lots abut the western boundary of the Condominium Lot.
- F. The Condominium Lot is partially developed with existing drive aisles serving an existing partially developed condominium project and, as a part thereof, has a direct access point to and from 13800 South Street.
- G. Housing and MFRE, collectively as owners of the Bangerter Lots, and Housing as the owner of the Condominium Lot, desire to establish cross access rights all subject to the provisions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Cross-Easement. MFRE and Housing, as owners of the Bangerter Lots, hereby establish for the benefit of the Condominium Lot, a non-exclusive, perpetual easement for vehicular traffic over and across the Bangerter Drive. In turn, Housing, as the owner of the Condominium Lot, hereby establishes for the benefit of the Bangerter Lots, a non-exclusive, perpetual easement for vehicular traffic over and across the drive aisles as may exist from time to time on the Condominium Lot; provided, however, that the initial construction and alteration of the drive aisles on the Condominium Lot shall provide a reasonably convenient course of access to and from 13800 South Street and the Bangerter Lots.

Notwithstanding the foregoing, the cross-easement rights granted herein shall NOT be extended for the benefit of those business invitees of the parties delivering products or services ancillary to the businesses operated on said Lots. Should access for construction vehicles associated with development activities on the Condominium Lot be unavailable or extraordinarily inconvenient from alternative points, the owner of the Condominium Lot may request access for such construction vehicles over and across the Bangerter Drive, and the owners of Lot 1 and Lot 2 shall agree to reasonable terms to accommodate such access.

2. Initial Improvement Installation and Cost Responsibility. The installation of the surface improvements to the Bangerter Drive are dealt with specifically in a certain "Common Accessway Easement Agreement" of even date herewith between MFRE and Housing (the "Other Agreement") and therefore are not addressed herein. It is understood that the Other Agreement shall be the sole document governing the initial installation of surface improvements on the Bangerter Drive and the responsibility for the payment of the same. As to the installation of drive aisles on the Condominium Lot, the owners of the Bangerter Lots understand that such improvements are only partial as of the date hereof and do not connect up to the eastern border of the Bangerter Drive. The owners of the Bangerter Lots further acknowledge that the installation of the finished surface improvements to facilitate the common access as described in paragraph 1 above will happen as and when the owner of the Condominium Lot sees fit to construct the same as part of its continuing development of the Condominium Lot, the installation and cost of all such improvements being the sole responsibility of the owner of the Condominium Lot without contribution from the owners of the Bangerter Lots in their capacity as owners thereof. Notwithstanding the foregoing, if the owner of either of the Bangerter Lots (the "Electing Owner") deems that paved access over the unimproved portion of the Condominium Lot is necessary prior to development of the same by the owner of the Condominium Lot, the owner of the Condominium Lot grants to the Electing Owner a temporary construction easement to enter upon such portion of the Condominium Lot as may be reasonably necessary for the purpose of constructing improvements as allowed by Draper City to provide a connection (and therefore functional access to 13800 South Street) between the east end of the Bangerter Drive and the finished drive aisles on the Condominium Lot (the "Temporary Improvements"). Thereafter, the owner of the Condominium Lot shall be free to demolish and replace the Temporary Improvements as part of its continuing development activities so long as an alternate access way is continuously provided. The cost of the Temporary Improvements shall be the sole responsibility of the Electing Owner.

3. Maintenance of Surfaces subject to Cross-Easement. The owner of the Condominium Lot shall be responsible for maintaining and repairing all of the areas over which the access easement has been granted as provided above, exclusive of the Temporary Improvements, the maintenance of which shall be borne by the Electing Owner. Similarly, the owners of the Bangerter Drive shall be responsible for maintaining and repairing the Bangerter Drive (which maintenance and repair responsibilities as between the 2 owners of the Bangerter Drive are addressed in the Other Agreement). For the purposes of the foregoing, maintenance and repair shall include, at a minimum (i) keeping such areas at all times in a clean, uncluttered, orderly and sanitary condition, by, among other things, removing all papers, debris, filth and refuse, and washing or thoroughly sweeping the same on a regular basis, (ii) promptly and adequately clearing ice and snow; and (iii) repaving or resurfacing the same and generally maintaining the same in a smooth and evenly covered condition, failing which the owner of any Lot benefitted may do so if it provides the party responsible for the same prior notice and an opportunity to cure any defaults within 30 days of such notice.

4. Cross-Parking Rights. MFRE hereby grants to Housing (in its capacity as the owner of the Condominium Lot) the right to the non-exclusive use of eleven (11) parking stalls located on Lot 2 when it is developed, subject to the following provisions. The parking stalls to which this right relates shall be restricted to those that are developed on Lot 2 closest to its eastern boundary, which is the boundary adjacent to the Condominium Lot. The Owner of Lot 2 may, but shall not be required to, designate by signage which parking stalls are subject to this cross-parking right. Further, these parking

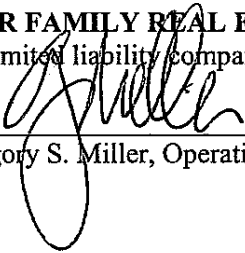
stalls shall be used only on a "last resort" basis, meaning that they may not be used unless there are no open parking stalls available on the Condominium Lot.

5. Remedies on Failure to Pay; Default Generally. If any Owner ("**Defaulting Owner**") fails to perform and/or pay any of its obligations hereunder, and following proper notice and failure to cure as provided above, the owner of any benefitted Lot ("**Entitled Owner**") shall have a lien against the Defaulting Owner's Lot in the amount of all costs and expenses incurred by the Entitled Owner as allowed herein, which lien will bear interest from the date the expense was incurred at the rate of 18% per annum until paid. The costs and expenses of any action, sale or foreclosure (including reasonable attorney's fees), will be added to the delinquent amount. The Entitled Owner may bring an action at law against the owner of the Lot personally obligated to pay any such delinquent Assessment without foreclosing or waiving the lien, or foreclose the lien against the Lot in accordance with Utah law applicable to the exercise of powers of sale in trust deeds or to the foreclosure of mortgages, or in any other manner permitted by law. Upon the recording of a notice of lien, the same will be a lien on the Lot prior to all other liens and encumbrances, recorded or unrecorded, except for the following (each, a "**Prior Encumbrance**"): a First Mortgage or other encumbrance that is recorded before the notice of lien is recorded and that would by law be a lien prior to any subsequently recorded encumbrance; and a tax lien or special assessment lien in favor of any governmental assessing unit or special improvement district. Any lien granted herein will not be affected by any sale or transfer of the affected Lot, except that a sale or transfer of the Lot pursuant to a foreclosure of a Prior Encumbrance (or a deed or other arrangement in lieu of foreclosure) will extinguish a subordinate lien hereunder that became payable prior to such sale or transfer. However, any such sale or transfer will not relieve the Lot or the purchaser or transferee of the Lot from liability for any lienable obligations.

6. Liability Insurance. The owner of each Lot shall, at any time it enjoys the benefits hereunder maintain liability insurance with a combined liability of not less than \$2,000,000.00.

7. Miscellaneous. All provisions hereof shall run with the land and be appurtenant thereto, and shall benefit and bind the Owners and their successor owners of the Lots. This Agreement shall be governed by the laws of the state of Utah.

MILLER FAMILY REAL ESTATE, L.L.C.,
a Utah limited liability company

By: 

Gregory S. Miller, Operating Manager

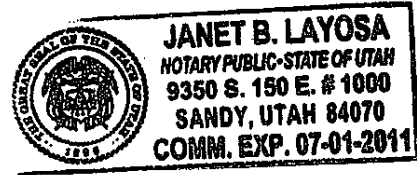
ROCKWELL HOUSING, LLC,
a Utah limited liability company
By: Housing Plus, a Utah non-profit
Corporation, its Manager

By: _____
Michael Plazier
Its: Secretary

STATE OF UTAH;
COUNTY OF SALT LAKE:

On March 29, 2011 personally appeared before me Gregory S. Miller and duly acknowledged to me that he executed the foregoing instrument in the capacity indicated.

NOTARY PUBLIC: Janet B. Layosa

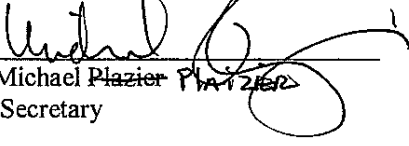


STATE OF UTAH :
COUNTY OF SALT LAKE :

On March 29, 2011, appeared before me Michael Plazier who acknowledged that he executed the foregoing instrument in the capacity indicated.

NOTARY PUBLIC: _____

ROCKWELL HOUSING, LLC,
a Utah limited liability company
By: Housing Plus, a Utah non-profit
Corporation, its Manager

By: 
Michael Plazier ~~Plazier~~
Its: Secretary

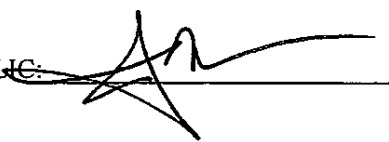
STATE OF UTAH;
COUNTY OF SALT LAKE:

On March 29, 2011 personally appeared before me Gregory S. Miller and duly acknowledged to me that he executed the foregoing instrument in the capacity indicated.

NOTARY PUBLIC: _____

STATE OF UTAH :
COUNTY OF SALT LAKE :

On March 29, 2011, appeared before me Michael ~~Plazier~~ ^{Plazier} who acknowledged that he executed the foregoing instrument in the capacity indicated.

NOTARY PUBLIC: 

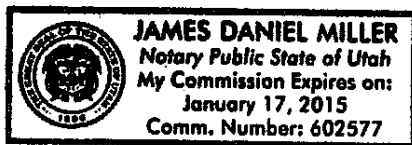


EXHIBIT A

**LOT 2
(MFRE)**

LOT 2, Rockwell Square Commercial Subdivision
Located in the Southwest Quarter of Section 6,
Township 4 South, Range 1 East,
Salt Lake Base and Meridian.

Beginning at a point being West 541.84 feet along the center line of said 13800 South Street and South 508.00 feet from a found Street Monument at the Intersection of 13800 South Street and 300 East Street, said monument also being used as the Center of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian in some surveys, and running:

thence South 19.29 feet;
thence Southeasterly 9.18 feet along the arc of a 9.00 foot radius curve to the right (center bears South 00°00'23" West and the chord bears South 60°46'42" East 8.79 feet with a central angle of 58°25'50");
thence Southeasterly 31.52 feet along the arc of a 49.50 foot radius curve to the left (center bears North 58°26'13" East and the chord bears South 49°48'19" East 30.99 feet with a central angle of 36°29'05");
thence South 246.42 feet;
thence West 322.50 feet to the east line of Bangerter Parkway;
thence North 290.00 feet along the east line of said Bangerter Parkway;
thence East 14.18 feet along the east line of said Bangerter Parkway;
thence East 276.98 feet to the point of beginning;

Containing 92,521 square feet or 2.12 acres

EXHIBIT B

(Lot 1)

(Housing Plus, LC)

LOT 1, Rockwell Square Commercial Subdivision
Located in the Southwest Quarter of Section 6,
Township 4 South, Range 1 East,
Salt Lake Base and Meridian.

Beginning at a point at the Southeast corner of the Cutler Subdivision as found on file at the Salt Lake County Recorder's Office said point being West 512.00 feet along the center line of said 13800 South Street and South 200.00 feet from a found Street Monument at the Intersection of 13800 South Street and 300 East Street, said monument also being used as the Center of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian in some surveys, and running:

thence South 00°57'29" East 263.39 feet;

thence Southwesterly 34.61 feet along the arc of a 49.50 foot radius curve to the left (center bears South 18°22'16" East and the chord bears South 51°35'45" West 33.91 feet with a central angle of 40°03'57");

thence Southwesterly 9.18 feet along the arc of a 9.00 foot radius curve to the right (center bears North 58°26'13" West and the chord bears South 60°46'42" West 8.79 feet with a central angle of 58°25'50");

thence South 19.29 feet;

thence West 276.98 feet to the east line of Bangerter Parkway;

thence North 00°15'30" West 33.00 feet along the east line of said Bangerter Parkway;

thence South 89°45'37" West 6.00 feet along the east line of said Bangerter Parkway;

thence North 45°13'01" West 11.31 feet along the east line of said Bangerter Parkway;

thence North 35.84 feet along the east line of said Bangerter Parkway;

thence Northeasterly 78.71 feet along the arc of a 555.00 foot radius curve to the right (center bears South 89°59'59" East and the chord bears North 04°03'46" East 78.64 feet with a central angle of 08°07'31") along the east line of said Bangerter Parkway;

thence North 12°01'21" East 109.97 feet along the east line of said Bangerter Parkway;

thence Northeasterly 43.50 feet along the arc of a 652.48 foot radius curve to the left (center bears North 77°45'25" West and the chord bears North 10°20'00" East 43.49 feet with a central angle of 03°49'11") along the east line of said Bangerter Parkway;

thence Northeasterly 2.44 feet along the arc of a 655.00 foot radius curve to the left (center bears North 85°04'10" West and the chord bears North 04°49'25" East 2.44 feet with a central angle of 00°12'49") along the east line of said Bangerter Parkway to the Southwest corner of the Cutler Subdivision as found on file at the Salt Lake County Recorder's Office;

thence East 284.51 feet along the south line of said Cutler Subdivision to the point of beginning.

Containing 94,554 square feet or 2.17 acres

EXHIBIT C

**Condominium Lot
(Housing Plus, LC)**

Rockwell Square Remainder

Located in the Southwest Quarter of Section 6,
Township 4 South, Range 1 East,
Salt Lake Base and Meridian.

Beginning at a point on the South line of 13800 South Street said point being West 244.00 feet along the center line of said 13800 South Street and South 40.00 feet from a found Street Monument at the Intersection of 13800 South Street and 300 East Street said monument also being used as the Center of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian in some surveys, and running:

thence South 758.00 feet;
thence East 244.00 feet;
thence South 261.00 feet;
thence West 502.00 feet;
thence North 261.00 feet;
thence West 8.50 feet;
thence North 246.42 feet;
thence Northwesterly 31.52 feet along the arc of a 49.50 foot radius curve to the right (center bears North 21°57'08" East and the chord bears North 49°48'19" West 30.99 feet with a central angle of 36°29'05");
thence Northwesterly 9.18 feet along the arc of a 9.00 foot radius curve to the left (center bears South 58°26'13" West and the chord bears North 60°46'42" West 8.79 feet with a central angle of 58°25'50");
thence North 38.58 feet;
thence Northeasterly 9.18 feet along the arc of a 9.00 foot radius curve to the left (center bears North 00°00'23" West and the chord bears North 60°46'42" East 8.79 feet with a central angle of 58°25'50");
thence Northeasterly 34.61 feet along the arc of a 49.50 foot radius curve to the right (center bears South 58°26'13" East and the chord bears North 51°35'46" East 33.91 feet with a central angle of 40°03'57");
thence North 00°57'29" West 263.39 feet to the southeast corner of the Cutler Subdivision;
thence North 160.00 feet along the east line of said Cutler Subdivision to a point on the south line of said 13800 South Street;
thence East 268.00 feet along the south line of said 13800 South Street to the point of beginning.

Contains 336,967 Square Feet or 7.736 Acres

EXHIBIT E

Legal Description of Bangerter Drive

**DESCRIPTION
FOR
PRIVATE ACCESS AND UTILITY EASEMENT**

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH AND ALSO BEING A PORTION OF ROCKWELL SQUARE COMMERCIAL SUBDIVISION (NOT RECORDED) AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A MONUMENT FOUND IN THE INTERSECTION OF 13800 SOUTH STREET AND 300 EAST; THENCE SOUTH 90°00'00" WEST, ALONG THE MONUMENT LINE OF 13800 SOUTH STREET, 510.50 FEET; THENCE DEPARTING SAID MONUMENT LINE SOUTH 00°00'00" WEST, 452.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°00'00" EAST, 106.77 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 56.50 FEET, THE CENTER BEARS AT SAID POINT (NORTH 19°06'47" EAST); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 39.79 FEET THROUGH A CENTRAL ANGLE OF 40°21'13"; THENCE SOUTH 90°00'00" WEST, 292.33 FEET TO A POINT ON THE EASTERLY LINE OF BANGERTER PARKWAY; THENCE ALONG THE EASTERLY LINE OF SAID BANGERTER PARKWAY THE FOLLOWING THREE (3) COURSES: NORTH 00°00'00" EAST, 26.37 FEET AND NORTH 90°00'00" EAST, 14.18 FEET AND NORTH 00°15'30" WEST, 31.50 FEET; THENCE DEPARTING SAID EASTERLY LINE NORTH 90°00'00" EAST, 278.57 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 56.50 FEET, THE CENTER BEARS AT SAID POINT (SOUTH 58°55'39" EAST); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 39.26 FEET THROUGH A CENTRAL ANGLE OF 39°48'52" TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 0.393 ACRES OR 17,121 SQUARE FEET MORE OR LESS.