

SHARED ACCESS EASEMENT AGREEMENT

This SHARED ACCESS EASEMENT AGREEMENT is made and entered into this 13 day of November, 2009 between SK5 PC1, LLC, and SK5 PC2, LLC, (collectively "SK5") the owners of Lot 5, Plat "B" and Lots 1 & 4, Plat "C" of Parkway Crossing Subdivision, Orem, Utah and Parkway Properties Inc., ("Parkway") owner of an adjacent parcel identified as Tax Parcel #18-027-104 located in Section 21, Township 6 South, Range 2 East, Salt Lake Base and Meridian.

The SK5 and Parkway, property owners listed above hereby grant to each other and to Parkway Crossing, LLC, and their successors and assigns a perpetual shared access easement (the "Easement Parcel") for the purpose of ingress and egress, over, and across a parcel of property located in Utah County, State of Utah and more particularly described as follows:

A 24.00 FOOT WIDE SHARED ACCESS EASEMENT, 12.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

Commencing at a point located South 89°28'50" West along the Section line 317.32 feet and North 441.27 feet from the South quarter corner of Section 21, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°41'03" West 486.07 feet; to a point located South 89°28'50" West along the Section line 803.40 feet and North 442.99 feet from the South quarter corner of said Section 21.

In addition, SK5 grants to Parkway a temporary construction access easement for the construction of the improvements on the Easement Parcel. Accordingly in connection with the temporary construction easement, Parkway agrees to (i) promptly repair and restore at its cost and expense any and all damage to the servient estate caused by or occurring in connection with the exercise by the Parkway or its agents of the rights and easements granted hereunder; and (ii) indemnify SK5 and their lenders of and from any and all claims, damages, costs, and expenses caused by or occurring in connection with the exercise by Parkway or its agents of the rights and easement granted hereunder, and including the reimbursement of all legal fees, costs and expenses incurred by SK5 in enforcing their rights hereunder.

Parkway and SK5 agree that once the road improvements have been made to the Easement Parcel by Parkway, each will share equally in all costs associated with the perpetual maintenance of the Easement Parcel. It is intended that this Easement and the obligations to share equally in the perpetual maintenance of such Easement Parcel shall touch and concern the land and shall run with the land and shall be binding, as applicable, upon the parties hereto, their successors and assigns and upon all other third parties owning other properties benefited thereby, including for example Parkway Crossing, LLC.

In the event of a breach or default of any of the provisions of this Agreement, the nondefaulting party shall be entitled to any and all remedies allowed at law or in equity including specific performance and the recovery of any and all damages, costs and expenses incurred by the nondefaulting as a result of such breach and including the recovery of all legal fees, costs and expenses incurred by the nondefaulting party in party in enforcing their rights hereunder.

With respect to the grant by SK5 it is understood and agreed that the grant contemplated hereunder shall be effective with respect to SK5 upon receipt by SK5 of the written consent of its lenders to the grant contemplated hereby.

WITNESS the hand of said Grantors, this 13 day of November, 2009.

SK5-PC1, LLC

By:

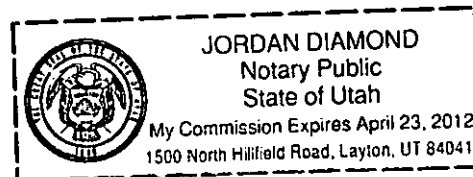
Casey S Keller

The foregoing instrument was acknowledged before me this 13 day of November, 2009, by Casey S Keller, as executor of SK5-PC1, LLC who represented and acknowledged to me that he/she did execute this Shared Access Easement on behalf of SK5-PC1, LLC.

STATE OF UTAH

^{Davis SS}
COUNTY OF ~~UTAH~~

Jordan Diamond
Notary Public



SK5-PC2, LLC

By:

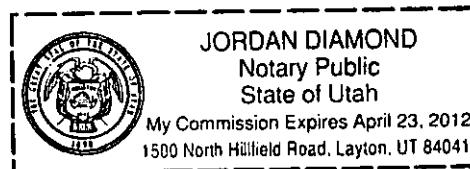
Casey S Keller

The foregoing instrument was acknowledged before me this 13 day of November, 2009, by Casey S Keller, as Executor of SK5-PC2, LLC who represented and acknowledged to me that he/she did execute this Shared Access Easement on behalf of SK5-PC2, LLC.

STATE OF UTAH

^{Davis SS}
COUNTY OF ~~UTAH~~

Jordan Diamond
Notary Public



PARKWAY PROPERTIES INC.

By:

Merrill Gappmayer, Pres,

The foregoing instrument was acknowledged before me this 13th day of November, 2009, by Merrill Gappmayer, as President of PARKWAY PROPERTIES INC. who represented and acknowledged to me that he/she did execute this Shared Easement and Dedication on behalf of PARKWAY PROPERTIES INC.

STATE OF UTAH

SS

COUNTY OF ~~UTAH~~
Davis

Jordan Diamond
Notary Public

