

When Recorded, Mail to:  
Bill O. Heder  
MacArthur, Heder & Metler, PLLC  
3319 N. University Ave.  
Provo, UT 84604

Aff 20581-14

GRANT OF MUTUAL CROSS EASEMENTS

March, 2014

This Grant of Mutual Cross Easements is made this 21 day of ~~October~~, 2013, by and between Mountain Point Office Plaza Equity Partners, LLC., ("Mountain Point Office Partners") and Formax, Inc., ("Formax"), to and for the mutual benefit of both Mountain Point Office Partners and Formax, (hereafter, collectively "the Parties") encumbering the two parcels of real property identified on (Exhibit A) as Lot 5, Plat B, Thanksgiving Point Business Park Subdivision ( Lot 5 Plat B) and Units 1-14 Mountain Point Office Plaza Phase 1 an Expandable Condominium Project (Units 1-14 Mountain Point Office Plaza), identified on (Exhibit B), attached hereto and incorporated herein by this reference (hereafter collectively, "the Properties"). Notwithstanding their varied ownership percentages, for all purposes attendant to this Grant of easements, Mountain Point Office Partnership and Formax constitute and represent 100% ownership of Lot 5 Plat B and Units 1-14 Mountain Point Office Plaza.

By this Agreement, the Parties acknowledge their intent to record this Grant of Mutual Cross Easements in the Office of the Utah County Recorder prior to any other grant of interest or conveyance related to the Properties, by Mountain Point Office Partners or Formax to any other party or individual, in order to thus provide actual notice of these easement grants to all interested parties, now or hereafter.

RECITALS

- 1) Mountain Point Office Partners is the sole owner of certain real property identified as Lot 5 Plat B Thanksgiving Point Business Park Subdivision (see Exhibit A);
- 2) Mountain Point Office Partners is the majority owner of certain real property identified as Units 1-14 Mountain Point Office Plaza Phase 1 an Expandable Condominium Project. Formax is owner of Unit 5 of Units 1-14 Mountain Point Office Plaza (See Exhibit B).
- 3) Thanksgiving Point Business Park currently imposes a parking space requirement (hereafter, the "TP Parking Code") under its Codes Covenants and Restrictions of 3.82 parking stalls per 1000 finished square feet of building space. As used herein, "Thanksgiving Point Business Park" may refer either alternatively or simultaneously, depending upon the context, to the declarant entity retaining control and/or management authority over certain commercial real property located in Lehi, Utah County, Utah, and commonly referred to and known as

“Thanksgiving Point Business Park”, and/or the actual real property so controlled or managed by said entity.

- 4) Pursuant to the TP Parking Code, based on the finished square footage within it, the building constructed on Units 1-14 Mountain Point Office Plaza must have appurtenant access to and use of not less than 128 parking stalls. Units 1-14 Mountain Point Office Plaza currently holds only 107 parking stalls, needing an additional 23 parking stalls to satisfy the TP Parking Code.
- 5) As planned, the improvements upon—and finishing of—Lot 5 Plat B will include at least 23 more available parking stalls than would be required for the new office building to be constructed on Lot 5 Plat B, under the TP Parking Code.
- 6) Upon information and belief, approvals necessary for construction, use and occupancy permits applicable to the Properties include approvals from one or more of the following: Lehi City, Thanksgiving Point Business Park and Utah County. Upon information and belief, one or more such approvals are contingent, in part, upon the availability to each of Lot 5 Plat B and Units 1-14 Mountain Point Office Plaza the requisite number of parking stalls under the TP Parking Code.
- 7) For purposes of satisfying all applicable requirements related to access and parking on the Properties, these Parties have agreed to mutual cross easements between Lot 5 Plat B and for ingress, egress and parking as stated hereafter. Units 1-14 Mountain Point Office Plaza.

NOW, THEREFORE, in consideration of these recitals and the mutual benefits secured hereby, these parties, on behalf of themselves and their successors in interest, acknowledge and agree to be bound as follows:

**AGREEMENT**

**Article 1 - Mutual Cross Easements**

- 1.1 **Grant of Mutual Cross Easement for Access – Ingress/Egress.** Mountain Point Office Partners hereby grants to Mountain Point Office Partners and Formax, for the continual and permanent benefit of Units 1-14 Mountain Point Office Plaza, so long as the same requires access to and use of parking stalls on Lot 5 Plat B to satisfy one or more applicable codes; and Mountain Point Office Partners and Formax hereby grant to Mountain Point Office Partners, for the permanent benefit of Lot 5, Plat B so long as Units 1-14 Mountain Point Office Plaza continues to require access to and use of parking stalls located on Lot 5 Plat B, a perpetual easement of access, including the right of ingress and egress between Lot 5 Plat B and Units 1-14 Mountain Point Office Plaza. Such easement shall require that the owners of Lot 5 Plat B and Units 11-14 Mountain Point Office Plaza provide at least one improved and maintained open access way, not less than 25 feet in width, enabling motor and

pedestrian travel between the two lots, and located on the North-South boundary line between the Properties. Such access need not be situated or kept in any particular place on the North-South boundary line, so long as the location satisfies requirements or codes applicable to development and improvement on said lots. Mountain Point Office Partners, and Formax further agree to provide and protect such access and availability for the uses intended, which shall be for the movement of motorized and non-motorized vehicles, with contents or equipment, and pedestrians visiting or working in or on buildings constructed upon either Lot 5 Plat B or Units 1-14 Mountain Point Office Plaza. Permitted easement use shall include use by service providers, emergency, delivery, utility or other workers benefitting persons or businesses located within the buildings constructed upon either Lot 5 Plat B or Units 1-14 Mountain Point Office Plaza.

1.2 **Grant of Mutual Cross Easement for Parking.** Mountain Point Office Partners, hereby grants to Mountain Point Office Partners, and Formax, for the continual and permanent benefit of Units 1-14 Mountain Point Office Plaza, so long as the same requires access to and use of parking stalls on Lot 5 Plat B to satisfy one or more applicable codes, a perpetual easement of access to and use of not less than 23 parking stalls wherever located upon on Lot 5 Plat B, for use by persons visiting or working in or on buildings constructed upon Units 1-14 Mountain Point Office Plaza. Likewise, on behalf of themselves and their successors in interest, Mountain Point Office Partners, and Formax hereby grant to Mountain Point Office Partners, for the continual and permanent benefit of Lot 5 Plat B, so long as Units 1-14 Mountain Point Office Plaza requires access to and use of parking stalls on Lot 5 Plat B to satisfy one or more applicable codes, a perpetual easement of access to and use of one or more parking stalls wherever located upon on Units 1-14 Mountain Point Office Plaza, for use by persons visiting or working in or on buildings constructed upon Lot 5 Plat B. Permitted easement use on either lot shall include use by service providers, emergency, delivery, utility or other workers benefitting persons, property or businesses located within the buildings constructed upon either lot, but shall not include, without separate writing signed by full ownership of the encumbered lot, use for storage, stacking, warehousing or fabrication of any kind.

1.3 **Grant of Conditional Reservation Right.** Mountain Point Office Partners, and Formax hereby grant to Formax, a conditional reservation right pertaining to five (5) parking stalls located in the South-West corner of Units 1-14 Mountain Point Office Plaza, along the North-South border between Lots 5 Plat B and Units 1-14 Mountain Point Office Plaza as follows: In the event that the cross-easement results in parking usage that occupies more than 25 parking stalls on the West side of the building on Units 1-14 Mountain Point Office Plaza for at least 5 days out of 10, Formax shall have the right, upon written notice to Mountain Point Office Partners, and at its own expense, to place reservation signs marking the Southern and Western-most 5 parking stalls on Units 1-14 Mountain Point Office Plaza to Formax. These parties agree that upon the exercise of such option, these parties will take all reasonable steps to accommodate Formax and to enforce the reservation. Nonetheless, and notwithstanding the conditional grant stated herein, nothing in this grant shall be

construed as a conveyance of any ownership interest in the land itself or sub-surface rights or control, and in the event that the reservation as described herein proves a hindrance to necessary or desirable improvements or changes upon Units 1-14 Mountain Point Office Plaza, Mountain Point Office Partners, Formax and their heirs or successors shall have the right to relocate the 5 stall reservation to any reasonable alternative location on Units 1-14 Mountain Point Office Plaza without claim or contest by any party hereto or their heirs or successors.

**Article 2 - Further Rights and Limitations.**

2.1 **Maintenance Costs.** These parties agree, on behalf of themselves and their successors in interest that the costs of installation, repairs, maintenance or enforcement of the easements described and granted herein will be borne as agreed between Mountain Point Office Partners, and the ownership of Lot 5 Plat B.

2.2 **Surrender or Vacation.** These parties agree that in the event that codes or requirements change, or the use of either property changes such that the parking easement granted hereby is no longer required by Units 1-14 Mountain Point Office Plaza or the access easement granted hereby is no longer required by either property, by written agreement of a majority ownership of both properties, one or both of these cross easements may be vacated and surrendered or limited, as may be agreed between a majority ownership of both properties.

2.3 **Emergencies.** Except in an emergency, before commencing construction, repair, maintenance or other work which could be expected to significantly interfere with or limit the benefits of either easement, these parties or their successors with control over such work shall provide advance oral or written notice of intent to enter and commence such work, and provide, to the extent possible, alternative space and access to remediate the loss of benefit.

2.4 **Parties and Persons Bound.** This instrument, and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

2.5 **Incorporation of Exhibits.** The easements granted herein may be described by way of one or more illustration attached hereto as exhibits, which illustrations, if attached, shall be incorporated herein in their entirety.

**SIGNATURE PAGE FOLLOWS**

BY AUTHORIZED SIGNATURES BELOW, these parties agree to be bound by the provisions herein upon execution by both parties.

Mountain Point Office Plaza Equity Partners, LLC

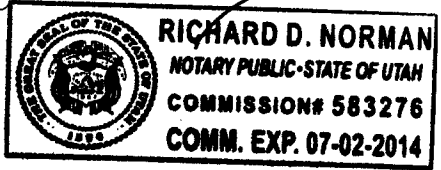
By: [Signature]  
Steven Croshaw

Its: Manager

STATE OF UTAH )  
: ss.  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of ~~October~~ March 2014 by Steven Croshaw who, by their attestation, acted with authority as Manager of Mountain Point Office Plaza Equity Partners, LLC

[Signature]  
NOTARY PUBLIC



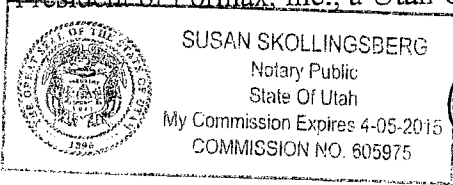
Formax, Inc.

By: [Signature]  
Vickie Blodgett  
[Printed Name]

Its: owner

STATE OF UTAH )  
: ss.  
COUNTY OF ~~UTAH~~ Salt Lake )

The foregoing instrument was acknowledged before me this 21 day of ~~October~~ March 2014 by Vickie Blodgett who, by their attestation, acted with authority as President of Formax, Inc., a Utah Corporation.



[Signature]  
NOTARY PUBLIC

# Exhibit A

## Lot 5 Plat B Thanksgiving Point Business Park Subdivision

1 Page

CURVE TABLE				
ARC LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
247.57	128.36	243.27	S88°07'38"W	37°19'42"
166.49	84.84	164.93	S63°04'04"W	27°08'04"
61.55	30.85	61.47	S81°48'40"W	9°50'28"
44.07	26.69	40.45	N27°27'05"E	81°27'38"
44.06	26.70	40.46	S84°00'48"E	81°28'08"
124.15	62.63	123.60	S58°49'20"W	18°43'08"
10.21	5.16	10.21	S88°01'19"W	1°32'21"
53.56	26.81	48.85	S11°09'42"W	48°52'52"
39.64	19.74	34.65	S13°23'24"W	53°20'15"
111.71	60.27	107.72	S13°23'24"W	53°20'15"
14.06	7.00	14.00	S37°49'50"W	4°27'23"
25.65	12.84	25.62	S44°08'25"W	8°09'47"
26.47	13.24	26.47	S67°23'44"W	38°20'50"
21.76	10.88	21.76	S63°18'50"W	46°30'37"
97.41	48.70	97.41	S63°18'50"W	46°30'37"
21.97	10.98	21.97	N61°23'27"E	50°21'23"
19.86	9.93	19.86	S59°37'43"W	46°48'56"
17.37	8.69	17.37	N65°18'51"W	63°16'57"
12.46	6.23	12.46	N18°25'50"W	30°29'04"
9.38	4.69	9.38	N48°18'35"W	80°14'32"
8.68	4.34	8.68	N41°48'05"E	89°58'48"
18.71	9.36	18.71	S48°11'55"E	90°01'12"
8.69	4.34	8.69	S85°32'14"E	90°00'00"

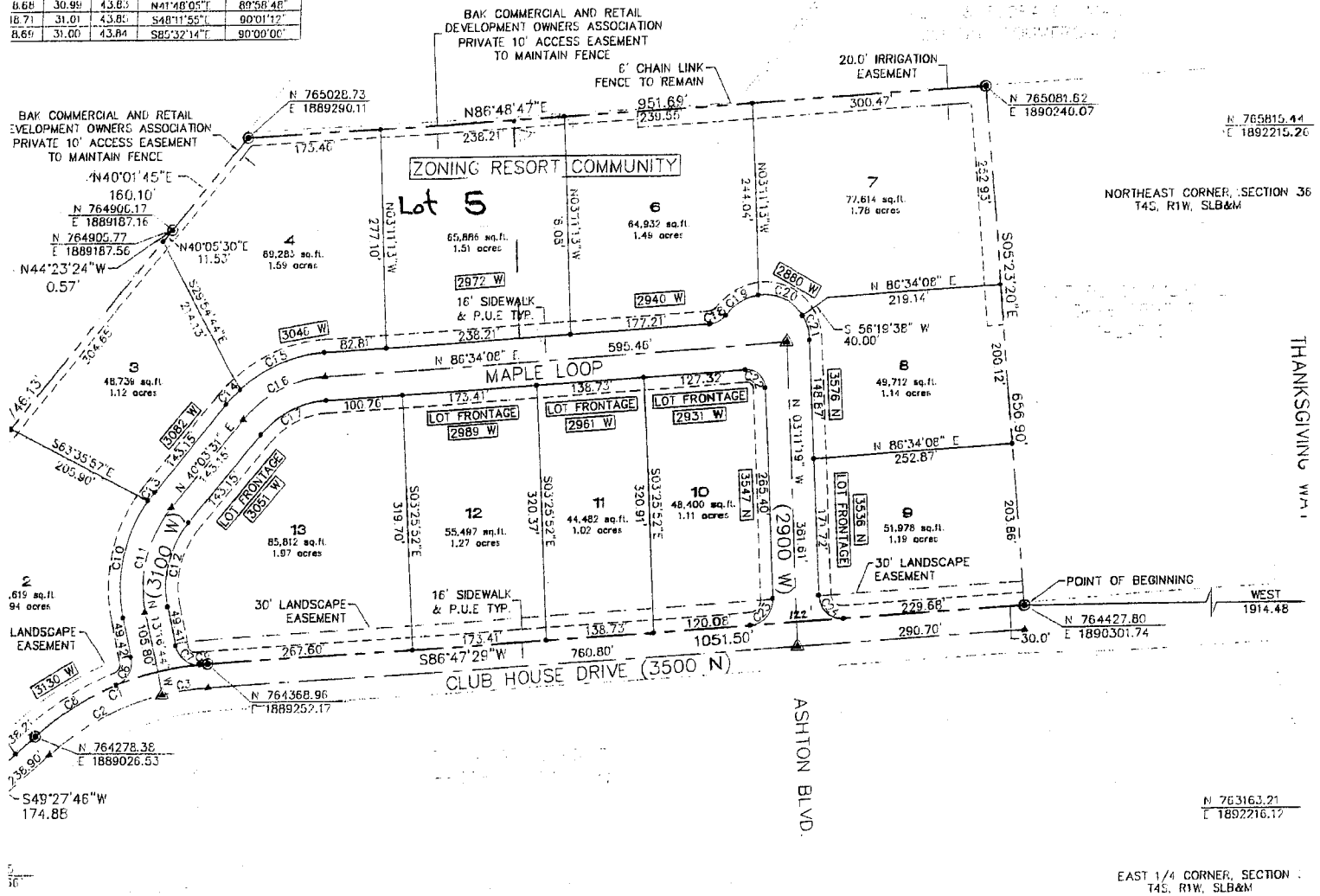
**LEGEND**

- = FOUND BRASS CAP
- = SUBDIVISION BOUNDARY POINT
- ⊙ = SUBDIVISION MONUMENT
- = SET 5/8" REBAR W/CAP
- ▲ = CALCULATED POINT (NOT SET)

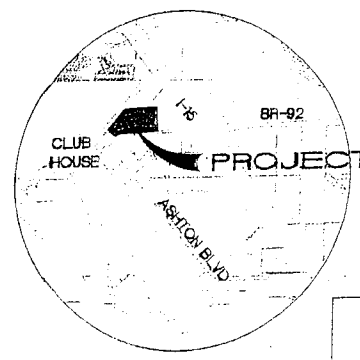
**LAND USE**

TOTAL ACREAGE: 20.14 acres  
 TOTAL LOTS: 13  
 NO. LOTS / ACRE: 0.65  
 ZONING: RESORT COMMUNITY

**OWNER/DEVELOPER**  
 THANKSGIVING POINT LC  
 3125 W EXECUTIVE PARKWAY  
 LEHI, UTAH 84043  
 (801)766-5468



- GENERAL NOTES:**
- 1) THIS AREA IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES, AND ALL OTHER ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
  - 2) THE DETENTION FOR ROADWAYS IN THIS PLAT WILL BE IN THE EXISTING GOLF COURSE PONDS ON THE WEST SIDE OF THE TRACKS. EACH LOT WILL BE REQUIRED TO DETAIN AS CONDITION OF SITE PLAN APPROVAL AT A RATE 0.18 CFS/ACRE.
  - 3) SIDEWALK WILL BE A CONDITION OF SITE PLAN APPROVAL. ALL PROPERTY LINES ALONG THE ROAD R/W TO HAVE A 16' SIDEWALK AND PUBLIC UTILITY EASEMENT TO ALLOW FOR A MEANDERING SIDEWALK.
  - 4) THE FENCE IS A COMMON FACILITY, WITH THE LOT OWNERS HAVING THE DUTY TO PRESERVE AND MAINTAIN THE FENCE AND THE ASSOCIATION HAVING THE RIGHT TO ENTER TO MAINTAIN AND REPAIR IT.
  - 5) STREET SIGNS TO INCLUDE STREET COORDINATE AS WELL AS STREET NAME.
  - 6) ALL LOTS ARE REQUIRED TO HAVE RECIPROCAL ACCESS-WAYS TO ALL ADJACENT LOTS. EASEMENTS SHALL BE RECORDED WITH SITE PLANS.
  - 7) ALL BUILDINGS SHALL BE A MINIMUM OF 10,000 SQUARE FEET.



**VICINITY MAP**  
 NTS

**APPROVAL**

APPROVED AS TO DAY OF \_\_\_\_\_

CITY \_\_\_\_\_

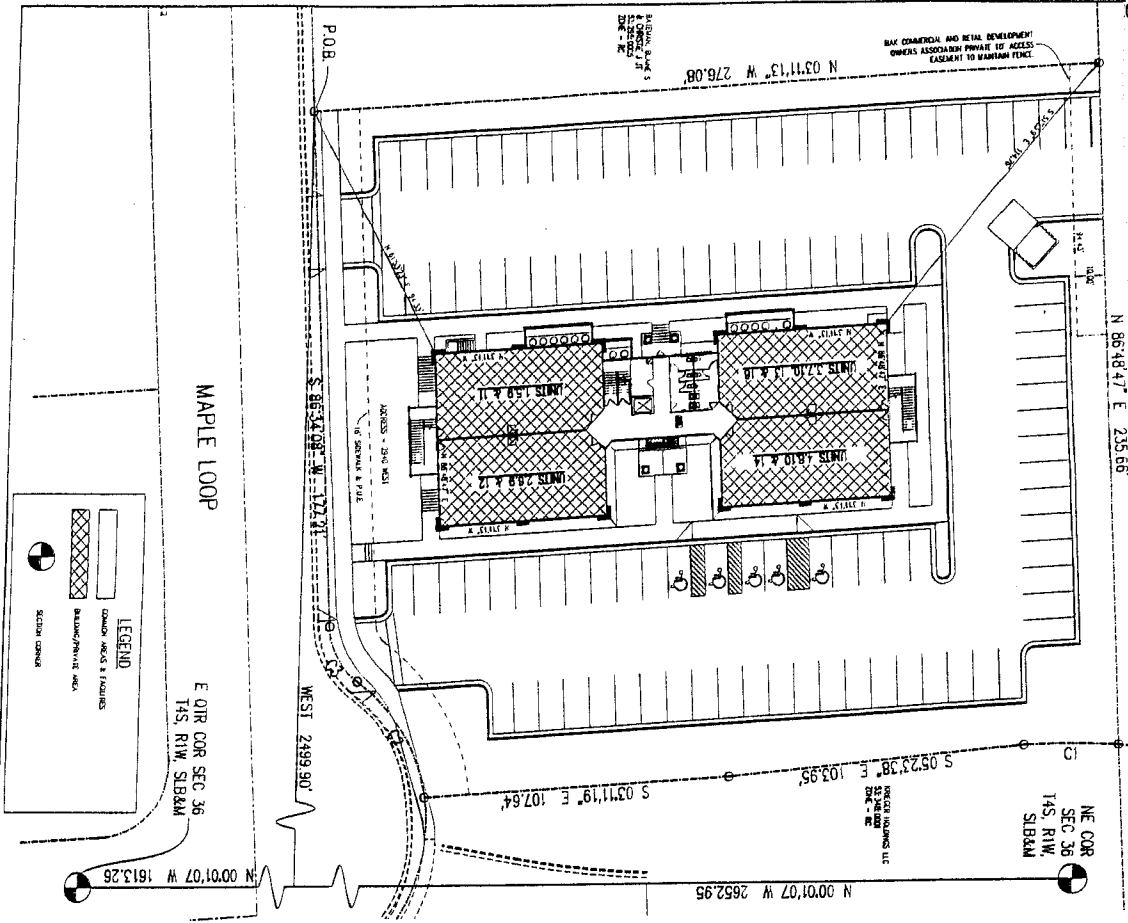
**RECORDING INFORMATION**

Recorded in the Official Records of Utah County  
 Utah, on \_\_\_\_\_ 20\_\_\_\_ of \_\_\_\_\_ M. as Entry  
 and Map Filing No. \_\_\_\_\_  
 At the request of \_\_\_\_\_  
 For \_\_\_\_\_ Utah Co.

# Exhibit B

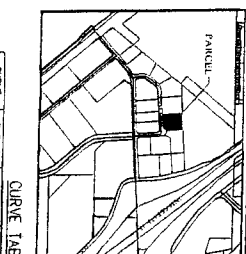
## Units 1-14 Mountain Point Office Plaza Phase 1 an Expandable Condominium Project

3 Pages



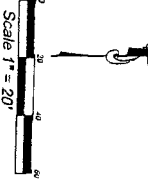
**LEGEND**  
 [Symbol] COMMON AREAS & UTILITIES  
 [Symbol] BALCONY/PRIVATE AREA  
 [Symbol] SCOPE CORNER

TABULATIONS		
ITEM	DESCRIPTION	QUANTITY
1	1-1/2\"/>	



**CURVE TABLE**

STATIONING	START	END	ANGLE	RADIUS	BEARING
1+00.00	2+17.73	32.73	5.0717° E	1217.5	
3+00.00	3+97.21	97.21	5.0717° E	1217.5	
4+00.00	5+07.17	107.17	5.0717° E	1217.5	
5+07.17	5+27.21	20.04	5.0717° E	1217.5	
5+27.21	5+27.21	0.00			



**GENERAL BUILDING NOTE:**  
 PLEASE REFER TO ALL OTHER SHEETS FOR DIMENSIONS, FINISHES AND NOTES. THE BOUNDARY LINES SHOWN ON THIS SHEET ARE FOR INFORMATION ONLY.

**GENERAL NOTES:**  
 1. ALL COMMON AREAS AND UTILITIES SHALL BE PROVIDED BY THE DEVELOPER AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.  
 2. ALL PROJECT BUILDINGS SHALL BE CONSTRUCTED TO MEET ALL APPLICABLE CODES AND REGULATIONS, INCLUDING BUT NOT LIMITED TO, ALL LOCAL, STATE, AND FEDERAL REQUIREMENTS.  
 3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.  
 4. THE PROJECT SHALL BE CONSTRUCTED TO MEET ALL APPLICABLE ACCESSIBILITY REQUIREMENTS.  
 5. THE PROJECT SHALL BE CONSTRUCTED TO MEET ALL APPLICABLE ENVIRONMENTAL REQUIREMENTS.  
 6. THE PROJECT SHALL BE CONSTRUCTED TO MEET ALL APPLICABLE SAFETY REQUIREMENTS.

**BOUNDARY DESCRIPTION:**  
 BEGINS AT A POINT 1/4\"/>

**OWNER'S CERTIFICATE AND DEDICATION:**  
 I, the undersigned, owner of the above described land, hereby certify that the same is being offered for public use and that the same is being offered for public use and that the same is being offered for public use and that the same is being offered for public use.

**ACCEPTANCE BY LEGISLATIVE BODY:**  
 I, the undersigned, owner of the above described land, hereby certify that the same is being offered for public use and that the same is being offered for public use and that the same is being offered for public use.

**CONDITIONS OF APPROVAL:**  
 1. The project shall conform to all applicable codes and regulations.  
 2. The project shall be constructed to meet all applicable accessibility requirements.  
 3. The project shall be constructed to meet all applicable environmental requirements.  
 4. The project shall be constructed to meet all applicable safety requirements.

**MOUNTAIN POINT OFFICE PLAZA**  
 AN EXPANDABLE CONDOMINIUM PROJECT  
 PHASE 1 A VARIATION OF A PLAN OF LOTS 8 SUBSEQUENT PHASE 1 LOTS 8 & 9  
 SCALE: 1\"/>

**SHEET 1 OF 2**

**Exhibit C**

**Parking Lot Maintenance Agreement**

The following serves as detail to Section 2.1 Maintenance Cost for the Cross Easement Parking and Access Agreement between the owners of Mountain Point Office Plaza Equity Partners, LLC (Mountain Point Office Partners) and Formax, Inc. (Formax) re Units 1-14 Mountain Point Office Plaza Phase 1 an Expandable Condominium Project (Mountain Point Office Plaza) and the owners of Lot 5 Plat B Thanksgiving Point Business Park Subdivision (Lot 5 Plat B).

1-Mountain Point Office Partners shall be responsible for all new construction costs associated with the existing parking on Lot 5 Plat B which is shared with Mountain Point Office Plaza.

2-Mountain Point Office Partners shall be responsible for any damage to the existing parking on Lot 5 Plat B and parking on Mountain Point Office Plaza during the improvements and new construction on Lot 5 Plat B

3-After Lot 5 Plat B is improved with the construction of a new office building and required additional parking, repairs and maintenance between the two properties shall be shared 60% Mountain Point Office Plaza and 40% by Lot 5 Plat B which is representative of their prospective building size and parking requirements per Thanksgiving Point CC&R's. See table below

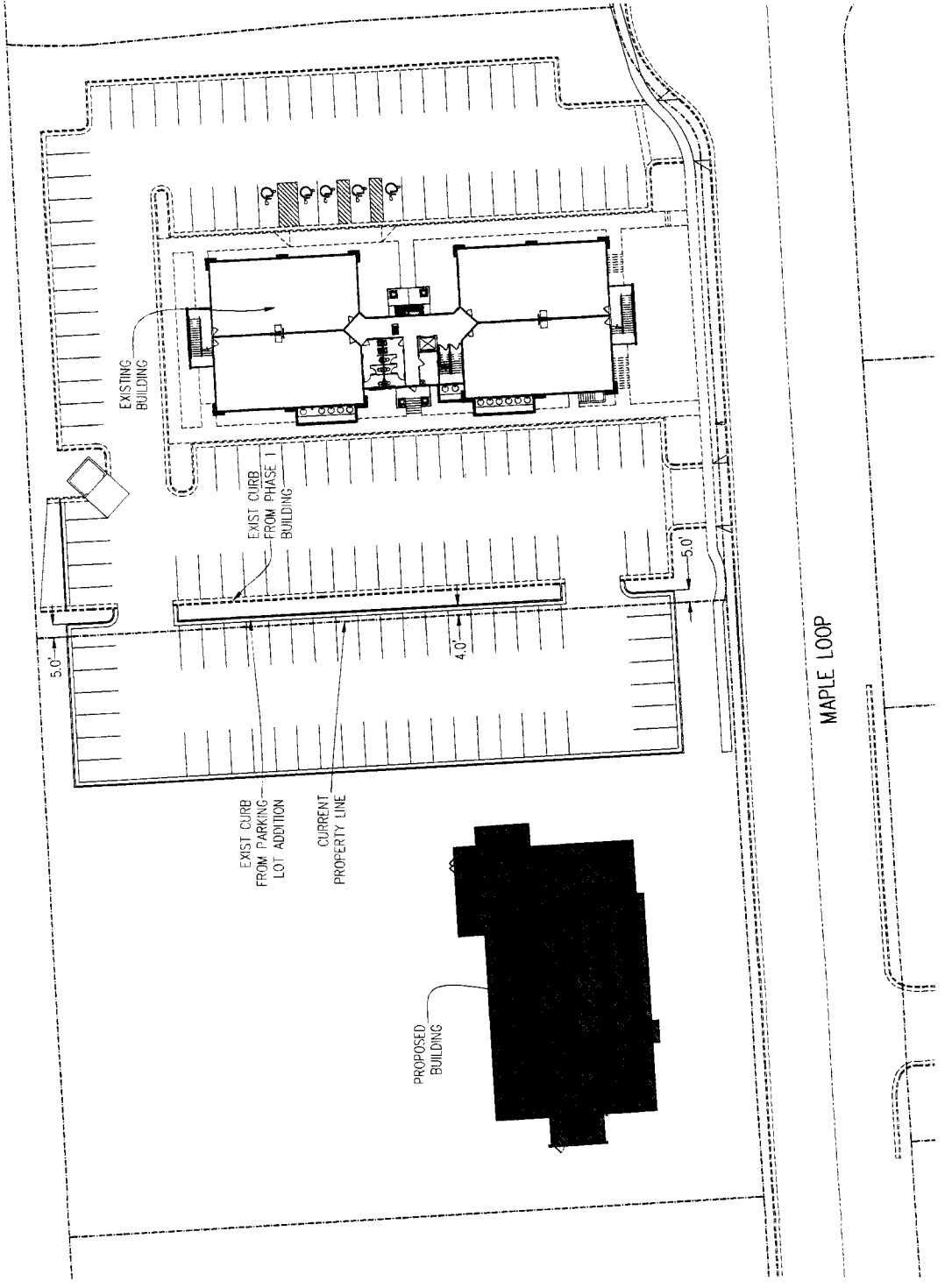
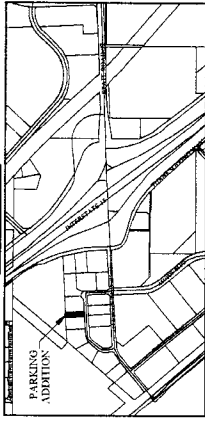
Total parking spaces on Lots 5 Plat B & Mountain Point Office Plaza  
209 = 100%

Parking required for Mountain Point Office Plaza 126 = 60%

Parking required for the new office to be constructed on Lot 5 Plat B 84 = 40%



VICINITY MAP



Scale 1" = 20'

PROJECT INFORMATION		PROJECT NAME	
NO.	DATE	NO.	DATE
1	10/27/11	1	10/27/11
2	11/15/11	2	11/15/11
3	12/01/11	3	12/01/11
4	12/01/11	4	12/01/11
5	12/01/11	5	12/01/11
6	12/01/11	6	12/01/11
7	12/01/11	7	12/01/11
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9	12/01/11	9	12/01/11
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97	12/01/11	97	12/01/11
98	12/01/11	98	12/01/11
99	12/01/11	99	12/01/11
100	12/01/11	100	12/01/11

MOUNTAIN POINT OFFICE PLAZA PARKING ADDITION  
 LEHI, UTAH  
 2940 WEST MAPLE LOOP  
 SCALE: 1" = 20'  
 DATE: 12/01/13  
 SHEET: 1 OF 1

PREPARED BY: [Name]  
 CHECKED BY: [Name]  
 DATE: [Date]  
**EXCHG ENGINEERING**  
 1750 N. 1000 E., SUITE 100, LEHI, UT 84043  
 (801) 734-1100