

WHEN RECORDED, MAIL TO:

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ENTRY NO. 00880697

08/20/2009 11:08:54 AM B: 1998 P: 1275

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 21.00 BY NELSON CHRISTENSEN & HELSTEN PC



CROSS EASEMENT AGREEMENT

THIS CROSS EASEMENT AGREEMENT ("Agreement") is made this 5 day of August, 2009 by and between Toll Creek Owners Association, Inc., a Utah corporation, as "Grantor" and Toll Creek, L.C., a Utah limited liability company of Sandy Utah as "Grantee".

WHEREAS, Grantor is the owner of a certain parcel of real property located in Summit County, Utah ("Lot 1") legally described as:

See Exhibit "A"

WHEREAS, Grantee is the owner of certain adjoining real property located in Utah County, Utah ("Lot 2") legally described as:

See Exhibit "B"

WHEREAS, the Grantor and Grantee desire to create a cross-easement for ingress and egress across a portion of the parties' respective properties and a cross-easement for vehicular parking for the benefit of the other party's property as more fully described and on the 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. Easements. Grantor hereby grants to Grantee, a perpetual, nonexclusive easement for vehicular and pedestrian access, ingress and egress and parking of passenger vehicles by invitees and guests of Lot 2, over and across those portions of Lot 1, which is now improved, or will be improved with driveways, approaches, parking lots, parking stalls, roadways and paved surfaces, as such configuration exists or is actually constructed and altered from time to time by Grantor in compliance with any applicable permits and approvals of the governing municipality and subject to the declarations which may affect the Lot 1, ("Lot 1 Easement"). The Lot 1 Easement shall not apply to any portion of Lot 1 upon which a building is located or constructed pursuant to any applicable permits and approvals of the governing municipality nor shall it apply to any portion of Lot 1 consisting of the exterior apron of a building, landscaping and other related building improvements. Such Lot 1 Easement shall burden Lot 1, and shall be for the benefit of and appurtenant to the owner of Lot 2, and its heirs successors and assigns.

Grantee hereby grants to Grantor, a perpetual, nonexclusive easement for vehicular and pedestrian access, ingress and egress and parking of passenger vehicles by invitees and guests of Lot 1, over and across the a portion of Lot 2, consisting of the Lot 2 which is now improved, or will be improved with driveways, approaches, parking lots, parking stalls, roadways and paved surfaces, as such configuration exists or is actually constructed and altered from time to time by Grantor in compliance with any applicable permits and approvals of the governing municipality and subject to the declarations which may affect the Lot 2, ("Lot 2 Easement"). The Lot 2 Easement shall not apply to any portion of Lot 2 upon which a building is located or constructed pursuant to any applicable permits and approvals of the governing municipality nor shall it apply to any portion of Lot 2 consisting of the exterior apron of a building, landscaping and other related building improvements. Such Lot 2 Easement shall burden Lot 2, and shall be for the benefit of and appurtenant to the owner of Lot 1, and its heirs successors and assigns.

2. Purposes. The easements created hereby shall provide for temporary vehicular parking by guests and invitees of the parties and for general pedestrian and motorized vehicular traffic by the parties, their invitees, guests and customers for access, passing and repassing through and across the driveways, approaches, parking lots, parking stalls, roadways and paved surfaces of the Lot 1 Easement and Lot 2 Easement (collectively the "Easement Area") as constructed or a reconstructed from time to time for the purposes of ingress and egress to and from the benefited and burdened Properties.

All parking shall be temporary only and no vehicles shall be stored, displayed for sale or remain parked for more than 24 hours. The easements granted herein do not preclude the placement by the owners of Lot 1 and Lot 2 of raised landscaping, curbs, parking bumpers or raised sidewalks on the party's own property so long as reasonable access between parcels is maintained.

3. Maintenance and Improvements. Each party shall, at its own expense, perform such repairs, maintenance, and construct 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 as a commercial office building.

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. Except for landscaping, curbing and other common area and common facility improvements as may be required by municipalities or by the declarations applicable to the properties, 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 properties; provided, however, reasonable traffic controls approved in advance by the other party (which approval shall not be unreasonably withheld, conditioned or delayed) as may be necessary to guide and control the orderly flow of traffic may be installed so long the Easement Area is not unreasonably 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, storefront barricades and similar facilities, or for incidental, immaterial and temporary encroachments upon the Easement Area 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. Limited Representations and Warranties. Each party represents and warrants to the other party that it is the owner of its respective 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.

7. 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.

8. No Merger. The easements granted herein shall not be extinguished based on merger of the title or common ownership of Lot 1 and Lot 2 unless expressly terminated by the owners of Lot 1 and Lot 2 by recorded instrument.

9. 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, heirs, successors and assigns.

GRANTOR:

Toll Creek Owners Association, Inc., a Utah corporation

By: Debbie Saick

Its: President

GRANTEE:

Toll Creek, L.C., a Utah limited liability company

By: Debbie Saick

Its: Manager

RECORDERS NOTE
DUE TO THE COLOR OF THE INK
OF THE NOTARY SEAL AFFIXED
TO THIS DOCUMENT, THE
SEAL MAY BE UNSATISFACTORY
FOR COPYING.

STATE OF UTAH

COUNTY OF Salt Lake)
:SS.

On the 5th day of August 2009, personally appeared before me Debra Kay Saick, the signer of the foregoing instrument who duly acknowledged to me that he/she is the Manager, of the Toll Creek Owners Association, Inc., a Utah corporation, the Grantor under this agreement and acknowledged that he executed this document on behalf of Grantor in his/her authorized and stated capacity.

[Signature]
Notary Public

STATE OF UTAH)
:SS.
COUNTY OF Salt Lake)

On the 5 day of August 2009, personally appeared before me Debra Kay Saick, the signer of the foregoing instrument who duly acknowledged to me that he/she is the Manager, of Toll Creek, L.C., a Utah limited liability company, the Grantee under this agreement and acknowledged that he/she executed this document on behalf of Grantee in his/her authorized and stated capacity.

[Signature]
Notary Public

EXHIBIT "A"
TOLL CREEK BUILDING 2

Commencing at a point, said point being the northeast corner of Section 11, Township 1 South, Range 3 East, Salt Lake Base & Meridian; thence along the north line of said Section S.89°47'18"W., a distance of 39.56 feet; thence leaving said Section line South, a distance of 126.28 feet to an existing centerline street monument on Homestead Road, as shown on the Jeremy Ranch Plat No. 3, on file and of record in the office of the Summit County Recorder; thence along the centerline of said Homestead Road N.72°04'40"W., a distance of 272.63 feet to an existing centerline street monument (basis of bearing being the centerline of Homestead Road between said monuments); thence leaving said centerline, S.17°55'20"W., a distance of 35.00 feet to a point on the south right-of-way line of said Homestead Road, said point being the POINT OF BEGINNING; thence along said right of way, S.72°04'40"E., a distance of 272.63 feet to a point of curve to the left having a radius of 385.00 feet and a central angle of 25°28'10"; thence easterly along the arc of said curve and said right of way a distance of 171.14 feet; thence leaving said right of way, S.07°32'50"E., a distance of 17.08 feet to a point of curve to the right having a radius of 55.50 feet and a central angle of 32°25'38"; thence southerly along the arc a distance of 31.41 feet to a point of compound curve to the right having a radius of 50.00 feet and a central angle of 68°40'35"; thence southwesterly along the arc, a distance of 59.93 feet; thence N.86°26'38"W., a distance of 79.46 feet; thence S.04°47'57"W., a distance of 78.32 feet; thence S.01°12'03"E., a distance of 17.47 feet; thence N.85°12'02"W., a distance of 30.05 feet; thence S.04°47'58"W., a distance of 9.87 feet; thence S.28°05'55"E., a distance of 29.46 feet; thence S.57°22'52"W., a distance of 114.59 feet; thence S.86°49'12"W., a distance of 124.83 feet; thence N.33°09'29"W., a distance of 104.55 feet; thence N.56°50'31"E., a distance of 71.65 feet; thence N.04°47'57"E., a distance of 32.16 feet; thence N.85°12'03"W., a distance of 2.29 feet to a point of curve to the right having a radius of 45.09 feet and a central angle of 52°02'34"; thence northwesterly along the arc a distance of 40.95 feet; thence N.33°09'29"W., a distance of 7.68 feet; thence S.56°50'31"W., a distance of 19.93 feet; thence N.30°27'02"W., a distance of 34.35 feet to the point of curve of a non tangent curve to the right, of which the radius point lies S.21°26'13"E., a radial distance of 180.17 feet; thence easterly along the arc, through a central angle of 06°33'57", a distance of 20.65 feet; thence N.14°52'17"W., a distance of 12.00 feet to the point of curve of a non tangent curve to the right, of which the radius point lies S.14°52'17"E., a radial distance of 192.17 feet; thence easterly along the arc, through a central angle of 10°34'57", a distance of 35.49 feet; thence N.04°17'20"W., a distance of 30.50 feet to the point of curve of a non tangent curve to the left, of which the radius point lies S.04°17'20"E., a radial distance of 222.67 feet; thence westerly along the arc, through a central angle of 19°31'35", a distance of 75.89 feet; thence N.31°17'31"W., a distance of 54.92 feet; thence N.69°55'30"W., a distance of 64.61 feet; thence N.20°04'30"E., a distance of 78.83 feet to the said southerly right of way line of Homestead Road and point of curve of a non tangent curve to the right, of which the radius point lies S.00°47'14"E., a radial distance of 315.00 feet; thence easterly along the arc of said curve and said right of way, through a central angle of 18°42'34", a distance of 102.86 feet to the POINT OF BEGINNING.

EXHIBIT "B"
TOLL CREEK BUILDING 3

Commencing at a point, said point being the Northeast corner of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah; thence along the North line of said Section 11, South $89^{\circ}47'18''$ West a distance of 39.56 feet; thence leaving said Section line South a distance of 126.28 feet to an existing centerline street monument in Homestead Road, as recorded in the Summit County Recorder's Office as the Jeremy Ranch Plat No. 3; (Basis of bearing being along the centerline of said Homestead Road from said centerline monument North $72^{\circ}04'40''$ West to another existing centerline street monument); thence leaving said centerline monument, South $17^{\circ}55'20''$ West a distance of 35.00 feet to the Southerly right-of-way line of said Homestead Road, said point is also on a curve with a 385.00 foot radius curve to the left, center bears North $17^{\circ}55'20''$ East; thence along said Southerly right-of-way and arc of said curve through a central angle of $25^{\circ}28'10''$ a distance of 171.14 feet to the true point of beginning; said point of beginning being on a 385.00 foot radius curve to the left, center bears North $07^{\circ}32'50''$ West; thence continuing along said Southerly right-of-way along the arc of said curve through a central angle of $1^{\circ}36'09''$ a distance of 10.77 feet; thence leaving said Southerly right-of-way South $09^{\circ}08'59''$ East a distance of 171.17 feet; thence South $88^{\circ}33'50''$ West a distance of 145.48 feet; thence South $57^{\circ}22'52''$ West a distance of 54.28 feet to a point on the boundary of The First Amended Record of Survey Map for Toll Creek Village Condominium Plat, on file and of record in the Office of the Summit County Recorder; thence along said boundary North $28^{\circ}05'55''$ West a distance of 29.46 feet; thence along said boundary North $04^{\circ}47'58''$ East a distance of 9.87 feet; thence along said boundary South $85^{\circ}12'02''$ East a distance of 30.05 feet; thence along said boundary North $01^{\circ}12'03''$ West a distance of 17.47 feet; thence along said boundary North $04^{\circ}47'57''$ East a distance of 78.32 feet; thence along said boundary South $86^{\circ}26'38''$ East a distance of 79.46 feet to a point on a 50.00 foot radius curve to the left, center bears North $03^{\circ}33'22''$ East; thence along said boundary and along the arc of said curve through a central angle of $68^{\circ}40'35''$ a distance of 59.93 feet to a point on a 55.50 foot radius curve to the left, center bears North $65^{\circ}07'12''$ West; thence along said boundary and along the arc of said curve through a central angle of $32^{\circ}25'38''$ a distance of 31.41 feet; thence along said boundary North $07^{\circ}32'50''$ West a distance of 17.08 feet to said point of beginning. TAX SERIAL NO. SS-8-A-2