

WHEN RECORDED RETURN TO:
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GRANT OF CROSS EASEMENTS FOR UTILITIES AND PEDESTRIAN AND VEHICULAR ACCESS

THIS GRANT OF CROSS EASEMENTS FOR UTILITIES AND PEDESTRIAN AND VEHICULAR ACCESS (collectively "Easement") is executed by Cambria Development, L.C., a Utah limited liability company, of 758 South 400 East, Orem, Utah 84097 ("Cambria"), and Freebird Group Investments, L.C., a Utah limited liability company, of 1121 East Grove Creek Drive, Pleasant Grove, Utah 84062 ("Freebird").

RECITALS

- A. Cambria is the owner of fee title to certain real property located in Pleasant Grove, Utah, which is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Cambria Property").
- B. Freebird is the owner of fee title to certain real property located in Pleasant Grove, Utah, which is more particularly described in Exhibit "B," attached hereto and incorporated herein by this reference ("Freebird Property").
- C. The Parties hereto desire to create, pursuant to the terms and conditions of this agreement, cross easements and rights of way for sewer, water and storm drain utilities, and for vehicular and pedestrian traffic over, across, under and through the Cambria Property and the Freebird Property.
- D. Easement Areas Nos. 1, 2 and 3 are located in Utah County, Utah and are more particularly described in Exhibits "C-1, C-2 and C-3," attached hereto and incorporated herein by this reference (collectively "Easement Areas").
- E. Drawings showing the Easement Areas are attached hereto as Exhibit "D" and incorporated herein by this reference.
- F. Portions of the Easement Areas are located within the Cambria Property and the Freebird Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and Ten and No/100ths Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

EASEMENT

1. Premises. The term "Premises" as used herein means and refers to all of the real estate or land and improvements subject to this agreement, as described in Exhibits "A" and "B," attached hereto and incorporated herein by this reference.
2. Point of Entry. The term "Point of Entry" as used herein means and refers to the points of entry identified on Exhibits "C and D," attached hereto and incorporated herein by this reference.
3. Description of Right of Way for Pedestrian Access. Unless otherwise expressly provided herein, the right of way for pedestrian access to the Cambria Property or the Freebird Property in Easement Area No. 2 shall be ten (10') feet on either side of the Point of Entry.
4. Description of Right of Way for Vehicular and Pedestrian Access. Unless otherwise expressly provided herein, the right of way for vehicular and pedestrian access to the Cambria Property or the Freebird Property in Easement Area No. 3 shall be fifteen (15') feet on either side of the Point of Entry.
5. Grants of Easement. The Parties, with respect to their ownership interests in the Easement Areas, hereby grant to each other, their successors and assigns, a non-exclusive easement and right-of-way upon, over, under, and across the Cambria Property and Freebird Property, respectively, subject to the terms and conditions set forth herein, for the following purposes:
 - (a) Regarding Easement Area No. 1, Freebird grants to Cambria a non-exclusive easement and right of way, at Cambria's sole expense, to construct, connect to, extend, operate, maintain, remove or relocate the private sewer, water or storm drain utility systems on the Freebird Property, including by way of illustration but not limitation sewer mains and lines, water mains and lines, storm drains and lines, and other related utility mains and lines, and appurtenances thereto;
 - (b) Regarding Easement Area No. 1, Freebird grants to Cambria a non-exclusive easement and right of way, at Cambria's sole expense, to connect to and flow its sewer, water and storm runoff through the private sewer, water and storm drain utility systems on the Freebird Property to the public system;
 - (c) Regarding Easement Area No. 2, the Parties grant to each other a non-exclusive cross easement and right-of-way for access, ingress and egress between the Cambria Property and the Freebird Property; and
 - (d) Regarding Easement Area No. 3, the Parties grant to each other a non-exclusive cross easement and right-of-way for vehicular and pedestrian access, ingress and egress between the Cambria Property and the Freebird Property.

The Parties agree not to build, construct or place any building, structure or other physical

improvements upon the Cambria Property or the Freebird Property which impair or might impair these grants of easement, including by way of illustration but not limitation access by emergency vehicles.

6. Rights Concerning Utilities and Roadways or Driving Lanes. The Parties, their successors and assigns, shall have the right to all time hereafter to connect, access use, flow-through (to the public systems) all private sewer, water and storm drain systems as well as all roads and driving lanes that may now exist or may at any time be constructed on the Premises.

7. Rights Concerning Sidewalks and Walkways. The Parties, their successors and assigns, shall have the right to access and use all sidewalks and walkways that may now exist or at any time be constructed on the Premises.

8. Estates. For purposes of each such right-of-way, easement, covenant, and restriction, the benefited property shall constitute the dominant estate and each burdened property shall constitute the subservient estate.

9. No Interference. Except to the extent necessary (on a temporary basis) for reasonable construction, repair, maintenance, replacement, extension, and so forth, or to prevent a public dedication thereof or the accrual of any rights of the public therein, no fence, gate, wall, barricade, or other obstruction which materially limits or impairs the free and unimpeded use of the easements and rights of way granted herein, shall be constructed or erected on the Easement Areas.

10. Maintenance. Each party shall maintain, repair and replace, at its sole expense, its property and all utility improvements constructed thereon.

11. Damage. Each party shall repair any damage it causes to the property of the other and shall restore said property to its original condition, reasonable wear and tear excepted.

12. Improvements. Either party, or their respective successors-in-interest or assigns, may make necessary and reasonable improvements to their property and all utilities appurtenant thereto, and the costs of such improvements shall be at their sole expense.

13. Duration. This Easement shall be perpetual.

14. Not a Public Dedication. Nothing contained in these Cross Easements shall be deemed to be a gift or dedication of any portion of any of the properties described herein or the Easement Areas to or for the general public or for any public purposes whatsoever, it being the Parties' intention that these Cross Easements be strictly limited for the purposes expressed herein.

15. Appurtenances to Parcels. Each right-of-way, easement, covenant, and restriction, created by these Cross Easements is an appurtenance to the property benefited by such right-of-way, easement, covenant, and restriction, and may not be transferred, assigned, or encumbered except as an appurtenance to such benefited property.

16. Covenants Run With Land. Each right-of-way, easement, covenant, and restriction, contained in these Cross Easements shall: (a) create an equitable servitude on the burdened property in favor of the benefited property; (b) shall constitute a covenant running with the land; (c) shall benefit and bind every person having any fee, leasehold, mortgage lien, or other interest in any portion of the property concerned to the extent that such portion is affected or bound by the right-of-way, easement, covenant, and restriction in question, or to the extent that such right-of-way, easement, covenant, and restriction be performed on such portion; (d) shall inure to the benefit and bind any owner whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise; and (e) shall be binding upon Freebird and Cambria, and their respective successors and assigns as to their respective property, as well as their respective tenants, invitee, licensees, agents, and employees.

17. Transfer of Property. If any owner of land subject to these Cross Easements or their successors-in-interest or assigns, ("Owner") transfers all or any portion of the property owned by such Owner, the transferee shall automatically be deemed to have assumed and agreed to be personally bound by the covenants of such Owner contained in these Cross Easements, and if the transferring Owner has by such transfer transferred all of such Owner's ownership interest in such property, such transferring owner shall be released and discharged from all obligations under these Cross Easements that accrue after the date of recordation in the Official Records of the instrument effecting such transfer.

18. No Partnership. The Parties do not by these Cross Easements in any way or for any purpose become partners or joint ventures with each other.

19. Binding Agreement. These Cross Easements shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

20. Captions. The headings used in these Cross Easements are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of these Cross Easements or the intent hereof.

21. Severability. In the event that any provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of these Cross Easements and shall in no way affect any other provisions herein contained. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

22. Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of these Cross Easements. To be effective, any waiver must be signed by all the Parties hereto.

23. Remedies. The rights and remedies of the Parties hereto shall be construed cumulatively. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provision hereof, it being the intention of this paragraph to make clear the

agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as at law or otherwise.

24. Modification. These Cross Easements may not be terminated, extended, modified, or amended without the consent of all of the Parties hereto, and any such termination, extension, modification, or amendment shall be effective on recordation in, the Official Records of the Utah County Recorder of a written document effecting the same, executed and acknowledged by each party (or its successor in interest or assign); provided, however, that no such termination, extension, modification, or amendment shall affect the rights of any mortgagee holding a mortgage consisting a lien on any property unless such mortgagee consents to the same in writing.

25. Governing Law, Jurisdiction, and Venue. These Cross Easements shall be interpreted, construed and enforced according to the laws of the State of Utah, and jurisdiction and venue shall be in the Courts of Utah County, State of Utah.

26. Costs and Expenses of Enforcement. In the event of the failure of either party hereto to comply with any provisions of these Cross Easements, the defaulting party shall pay any and all costs and expenses, including reasonable attorney's fee, arising out of or resulting from such default, incurred by the injured party in enforcing its rights and remedies, whether such right or remedy is pursued by filing a lawsuit or otherwise.

27. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received upon personal delivery or actual receipt thereof by hand deliver or by facsimile transmission, or within three (3) days after such notice is deposited in the United States mail, postage prepaid and certified or registered and addressed to the respective addresses set forth above or to such other address(es) as may be supplied by a party to the other from time to time in writing.

28. Time of Essence. Time of the essence.

29. Exhibits. Each of the Exhibits that is referred to herein and that is attached hereto is an integral part of these Cross Easements and is incorporated herein by this reference.

30. Additional Acts. The Parties hereto shall do such further acts and things and shall execute and deliver such additional documents and instruments as may be necessary or desirable to carry, out the intent to these Cross Easements or as the other party, or its counsel, may reasonably require in order to consummate, evidence, or confirm the provisions that are contained herein.

31. Integration Clause. There are no representations, warranties, covenants, or agreements between the Parties as to the subject matter of these Cross Easements except as are specifically set forth in these Cross Easements. These Cross Easements contain the entire agreement between the Parties hereto pertaining to the matters that are set forth herein and supersede all prior verbal or written agreements of the Parties in relation thereto.

THE PARTIES have executed these Cross Easements for Utilities, Pedestrian and Vehicular Access, Ingress and Egress effective July ____, 2006.

EXHIBIT "A"
LEGAL DESCRIPTION

The land described in the foregoing document as the Freebird Property is located in Utah County, Utah and described more particularly as follows:

PROPERTY DESCRIPTION
TOTAL BOUNDARY
PLEASANT GROVE TOWN CENTER
PLAT "A"

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 19, AND THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 2 EAST, S.L.B.& M., PLEASANT GROVE, UTAH, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A FOUND BRASS MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 20 SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S.89°44'08"W. 379.48 FEET ALONG THE SECTION LINE; THENCE NORTH 3.99 FEET; THENCE N.89°44'14"W. 412.88 FEET; THENCE N.00°03'58"E. 1250.03 FEET; THENCE N.00°29'48"E. 251.80 FEET; THENCE N.89°31'00"E. 5.65 FEET; THENCE N.05°10'40"E. 117.73 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 89; THENCE THE FOLLOWING TO COURSES ALONG SAID RIGHT-OF-WAY: S.73°17'39"E. 1033.31 FEET TO A POINT OF CURVATURE OF A 1366.60-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 282.07 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 11°49'34" AND A CHORD THAT BEARS S.67°22'52"E. 281.57 FEET; THENCE S.02°44'00"W. 720.40 FEET; THENCE S.02°36'00"W. 493.16 FEET; THENCE S.89°13'32"W. 420.47 FEET TO THE POINT OF BEGINNING. CONTAINING 1,783,266 SQUARE FEET OR 40.94 ACRES.

EXHIBIT "B"
LEGAL DESCRIPTION

The land described in the foregoing document as the Cambria Property is located in Utah County, Utah and described more particularly as follows:

PROPERTY DESCRIPTION
TOTAL BOUNDARY
CAMBRIA – EAST
JULY 6, 2006

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, S.L.B.& M., PLEASANT GROVE, UTAH, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A FOUND BRASS MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE S.89°44'08"W. 791.58 FEET ALONG THE SECTION LINE AND NORTH 684.27 FEET TO A FOUND 5/8" IRON PIN WITH A PLASTIC CAP MARKED GREAT BASIN, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 13, PLAT "A", PLEASANT GROVE TOWN CENTER, A COMMERCIAL SUBDIVISION RECORDED WITH THE UTAH COUNTY RECORDER AND THE REAL POINT OF BEGINNING.

THENCE N.00°03'58"E. ALONG THE WEST LINE OF SAID LOT 13, A DISTANCE OF 480.13 FEET; THENCE S.73°17'39"E. 494.94 FEET; THENCE S.16°42'21"W. ALONG AN EXTENSION OF, AND, THE WEST LINE OF LOT 7 PLAT "A", PLEASANT GROVE TOWN CENTER SUBDIVISION, 213.34 FEET; THENCE CONTINUING ALONG SAID WEST LINE OF LOT 7, S.29°18'09"E. 64.16 FEET; THENCE S.16°42'21"W. 202.12 FEET TO THE SOUTH LINE OF SAID LOT 13; THENCE N.73°17'39"W. ALONG SAID SOUTH LINE, 403.62 FEET TO THE POINT OF BEGINNING. CONTAINING 206,418 SQUARE FEET OR 4.74 ACRES.

EXHIBIT "C-1"
LEGAL DESCRIPTION

The land described in the foregoing document as the Easement Area No. 1 is located in Utah County, Utah and described more particularly as follows:

PROPERTY DESCRIPTION
UTILITY EASEMENT
CAMBRIA – EAST

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, S.L.B.& M., PLEASANT GROVE, UTAH, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A FOUND BRASS MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE S.89°44'08"W. 379.99 FEET ALONG THE SECTION LINE AND NORTH 649.65 FEET TO THE REAL POINT OF BEGINNING.

THENCE N.16°42'21"E. 40.61 FEET; THENCE S.47°36'00"E. 125.71 FEET; THENCE S.17°14'12"W. 19.73 FEET; THENCE N.73°17'46"W. 29.12 FEET; THENCE N.51°28'17"W. 90.45 FEET TO THE POINT OF BEGINNING.
CONTAINING 3,909 SQUARE FEET OR 0.09 ACRES.

**EXHIBIT "C-2"
LEGAL DESCRIPTION**

The land described in the foregoing document as the Easement Area No. 2 is located in Utah County, Utah and described more particularly as follows:

**20' WIDE PEDESTRIAN
POINT OF ACCESS
CAMBRIA – EAST**

A POINT LOCATED IN THE EAST BOUNDARY LINE OF THE CAMBRIA EAST CONDOMINIUM PROJECT LOCATED IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, S.L.B.&M., PLEASANT GROVE, UTAH, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A FOUND BRASS MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE S.89°44'08"W. 342.20 FEET ALONG THE SECTION LINE AND NORTH 935.97 FEET TO THE CENTER POINT OF A 20' WIDE PEDESTRIAN ACCESS FOR INGRESS AND EGRESS ON THE CAMBRIA EAST CONDOMINIUM PROJECT, 10' EACH SIDE OF SAID POINT ALONG A BEARING OF S.16°42'21"W.

EXHIBIT "C-3"
LEGAL DESCRIPTION

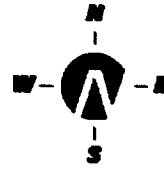
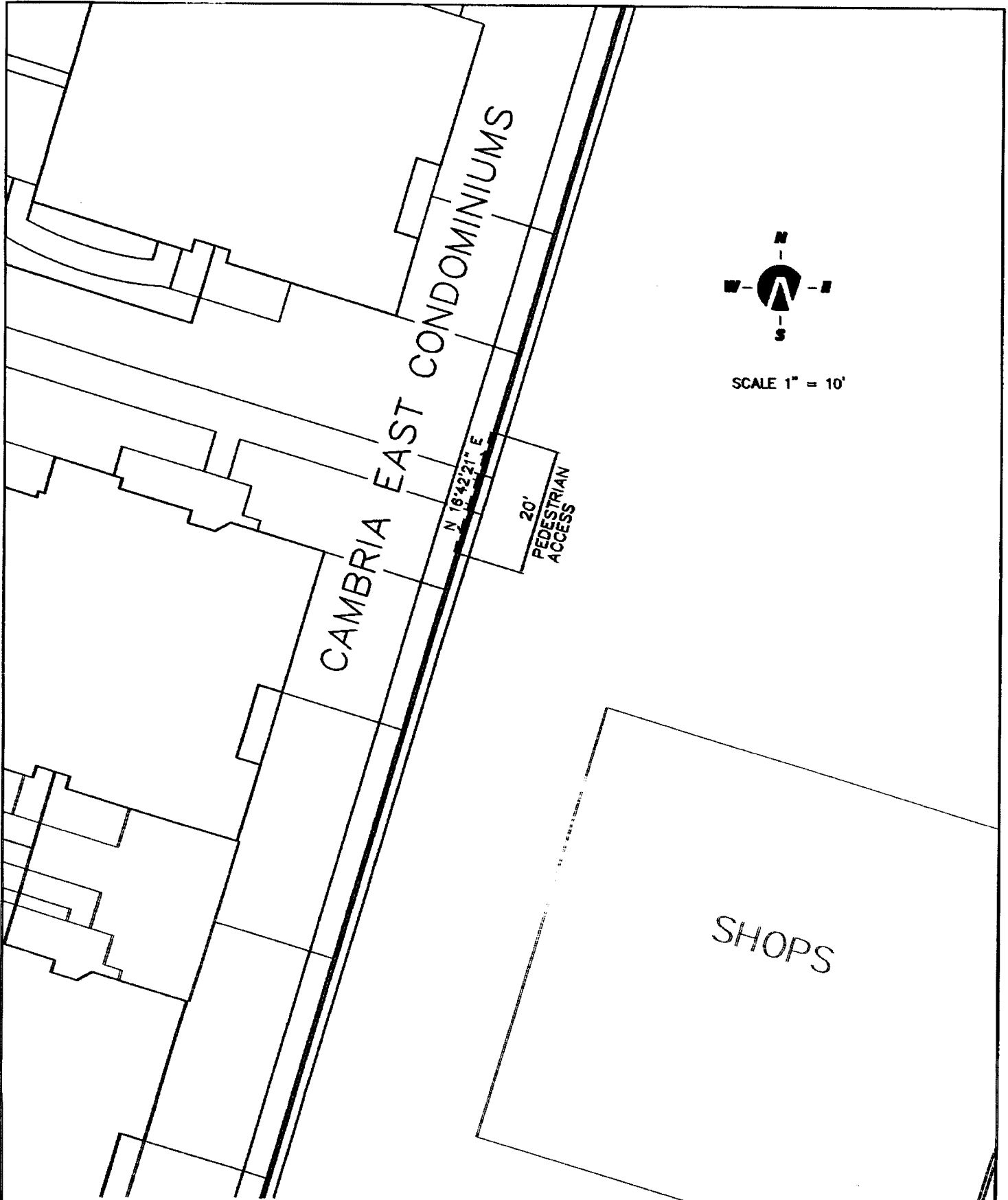
The land described in the foregoing document as the Easement Area No. 3 is located in Utah County, Utah and described more particularly as follows:

**30' WIDE VEHICULAR
POINT OF ACCESS
CAMBRIA CONDOMINIUMS**

A POINT LOCATED ON THE EAST BOUNDARY LINE OF THE CAMBRIA CONDOMINIUMS PHASE 4 PROJECT, LOCATED IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, S.L.B.&M., PLEASANT GROVE, UTAH MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A FOUND BRASS MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE S.89°44'08"W. 790.97 FEET ALONG THE SECTION LINE AND NORTH 1215.33 FEET TO THE CENTER POINT OF A 30' WIDE VEHICULAR ACCESS FOR INGRESS AND EGRESS ON THE CAMBRIA CONDOMINIUMS PROJECT, 15' EACH SIDE OF SAID POINT ALONG A BEARING OF S.00°03'58"W.

EXHIBIT "D"
DRAWING OF EASEMENT AREAS NOS. 1, 2 AND 3



SCALE 1" = 10'

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED FOR ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.



**Northern
ENGINEERING INC**
ENGINEERING—LAND PLANNING
CONSTRUCTION MANAGEMENT

1040 E. 800 N.
OREM, UTAH 84057
(801) 802-8992

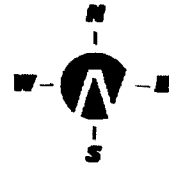
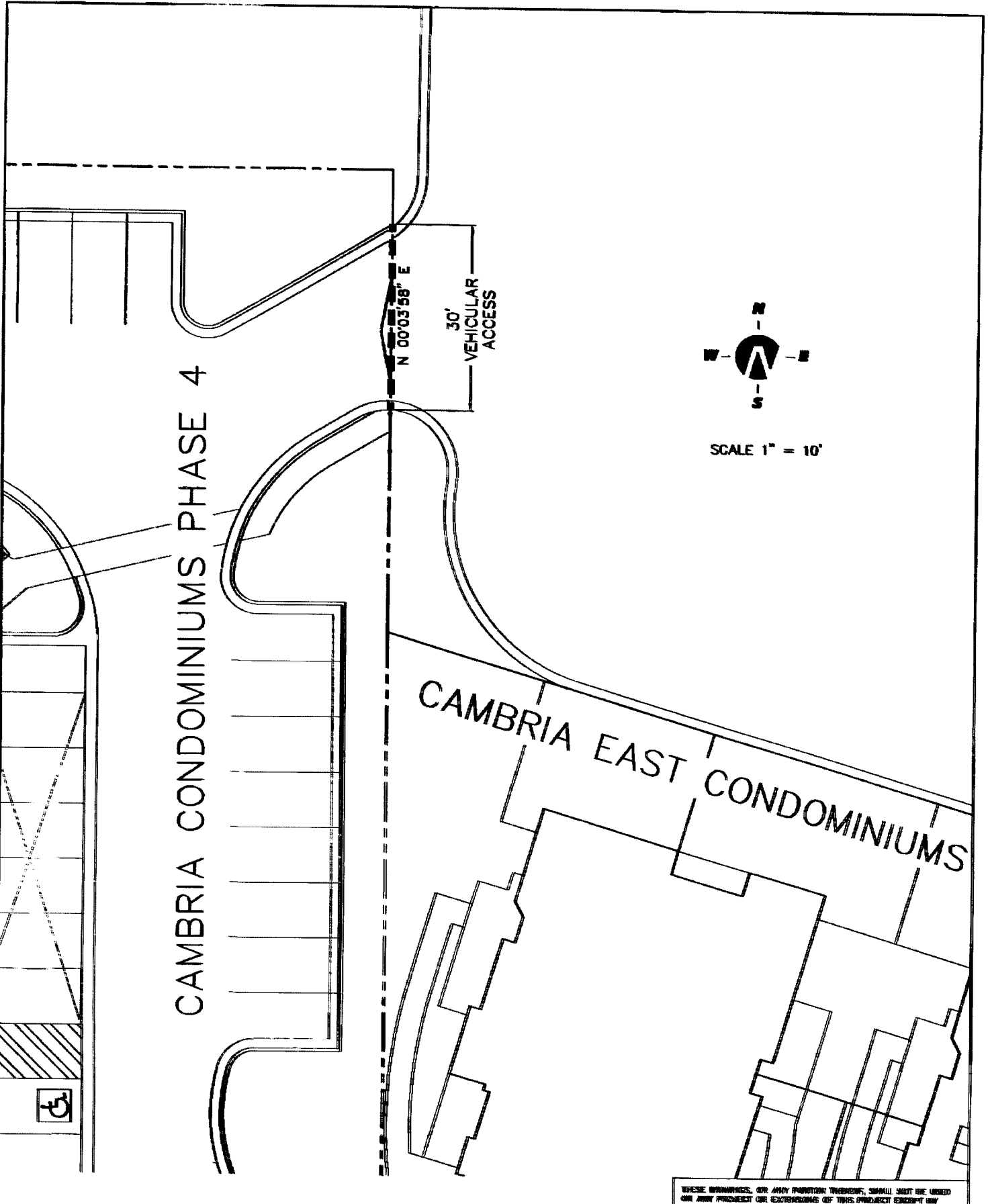
**20' PEDESTRIAN POINT
OF ACCESS**

JOB NO.

03-04-003

SHEET NO.

1



SCALE 1" = 10'

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED FOR ANY PROJECT OR EXTENSION OF THIS PROJECT WITHOUT THE AGREEMENT OR WRITTEN WORK AUTHORIZATION OF NORTHERN ENGINEERING, INC.



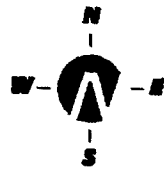
**Northern
ENGINEERING INC**
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT

1040 E. 8000th
OREM, UTAH 84409-9177
(801) 802-8892

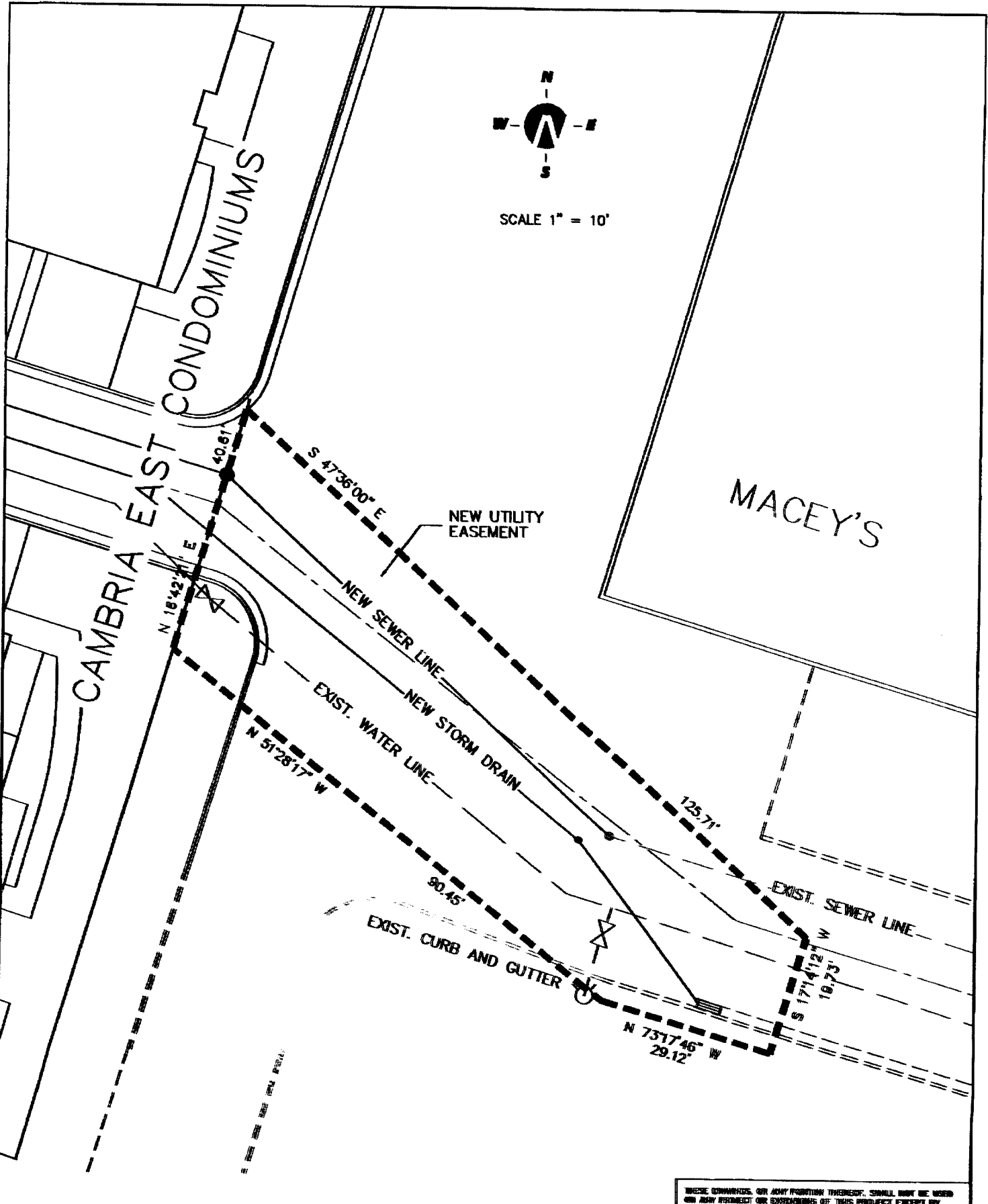
**30' VEHICULAR POINT
OF ACCESS**

JOB NO.
03-04-003

SHEET NO.
1



SCALE 1" = 10'



THESE CONDITIONS, OR ANY PORTION THEREOF, SHALL NOT BE USED OR ANY PART THEREOF OR SUBORDINATE OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.



Northern ENGINEERING INC
 ENGINEERING-LAND PLANNING
 CONSTRUCTION SERVICES

1040 E. 800 N.
 OREM, UTAH 84097
 (801) 802-8992

UTILITY EASEMENT

JOB NO.
 03-04-003

SHEET NO.
 1