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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ANDERSON LAW PLLC
ATTN: DANIEL W ANDERSON
1466 NORTH HWY 89 STE 240
FARMINGTON UT 84025
BY: SLR, DEPUTY - WI 28 P.

WHEN RECORDED, RETURN TO:

28-42

Daniel W. Anderson
Anderson Law, PLLC
1466 North Hwy 89, Suite 240
Farmington, Utah 84025

**RECIPROCAL DECLARATION OF CROSS EASEMENTS FOR
COMMON INGRESS, EGRESS, PEDESTRIAN AND PARKING USE
AND UTILITIES**

This RECIPROCAL DECLARATION OF CROSS EASEMENTS FOR COMMON INGRESS, EGRESS, PEDESTRIAN AND PARKING USE AND UTILITIES (the "Agreement") is made and entered into effective this first day of August, 2011, by and between CREEK ROAD PLACE, L.L.C., a Utah limited liability company ("CRP"), the undersigned owners of the commercial buildings adjacent to the Association Property, being a majority of the Owners, based upon the pro-rata square footage in said buildings (the "Owners") and CREEK ROAD OFFICE CONDOMINIUMS OWNERS ASSOCIATION, INC., a Utah nonprofit corporation (the "Association").

RECITALS

A. WHEREAS, Creek Road Associates, LC, a Utah limited liability company ("CRA") was the original Declarant under the Declaration of Condominium for Creek Road Office Condominiums recorded as Entry No. 7826335 in the official records of the Salt Lake County Recorder, including any and all properly recorded amendments thereto (the "Restrictive Covenants"); and

B. WHEREAS, CRA was also the original owner and developer of the real property described and depicted in Exhibit "A" hereto (the "Association Property"); and

C. WHEREAS, CRP, by assignment, became the Declarant under the Restrictive Covenants; and

D. WHEREAS, under the Restrictive Covenants, the Declarant had a restricted right to add additional property contiguous to the Association Property, which additional property could be included as part of the Association; and

E. WHEREAS, CRP is the fee owner of certain real property and the improvements thereon located at approximately 7440 South Creek Road in Sandy, Utah, as more particularly described and depicted in Exhibit "B" hereto (the "CRP Property"), which is contiguous to the Association Property (the CRP Property and the Association Property hereafter being collectively referred to as the "Property"); and

F. WHEREAS, the Association is the owner of the Association Property and

Cross Easement Agreement

has authority, according to its governing documents, to enter into agreements granting rights of way and easements affecting the Association Property; and

G. WHEREAS, the Owners are members of the Association and the fee simple owners of the commercial buildings including the improvements thereon (except for the CRP Property), located adjacent to the Association Property, and execute this Agreement to acknowledge, agree and consent to the terms hereof; and

H. WHEREAS, it has been determined and agreed by and between the Owners, the Association and CRP that the CRP Property is not and cannot, according to the Restrictive Covenants, be included as part of the Association Property or be a member of the Association because: (i) the CRP Property was not properly designated as the Additional Property, as defined in the Restrictive Covenants, that would be subject to the Restrictive Covenants; and (ii) the seven (7) year time period to add the CRP Property as Additional Property to be subject to the Restrictive Covenants, expired before the CRP Property could be properly included as Additional Property subject to the Restrictive Covenants and thereby precluding CRP (and its successors and assigns) from being a member of the Association; and

I. WHEREAS, Sandy City has determined that the parking facilities currently located on the Association Property are inadequate for the needs of the Association Property and do not meet or comply with the current parking requirements of Sandy City; CRP agreeing to the Easements granted herein in order to resolve the parking inadequacy on the Association Property; and

J. WHEREAS, since the CRP Property is not part of the Association Property and not subject to the Restrictive Covenants, the parties hereto desire to provide for a perpetual easement for common pedestrian and vehicular ingress and egress to and from the Association Property and the CRP Property, and for the common use for business purposes of the existing parking areas currently designated on the Association Property and on the CRP Property.

NOW, THEREFORE, CRP, the Owners and the Association, intending that the Property shall hereafter be held and conveyed subject to the easements herein set forth (the "Easements") and that the same are hereby declared to be for the benefit of the Association Property and the CRP Property, and their respective owners, their successors and assigns, hereby give, grant, convey, covenant and declare as follows:

1. Recitals. The parties hereto (hereafter the "Parties") agree that the above stated recitals are accurate and true to their best knowledge, information and belief and that said recitals are incorporated herein by this reference as part of this Agreement.

2. Association Membership. The parties hereto acknowledge that CRP is not a member of the Association and that from and after the earlier of the date of this Agreement or August 1, 2011 (the "Effective Date"), CRP shall have no further obligation to pay any dues or assessments pertaining to the Association nor to make claim against the Association for any expenses that would be paid if it were a member of the Association. CRP agrees to not request

reimbursement from the Association of any dues or assessments paid by CRP or its predecessors in interest prior to the Effective Date.

3. Grant of Easements by CRP.

3.1 CRP hereby grants a non-exclusive perpetual easement across the asphalt portions of the CRP Property as may, from time to time, be used by the Owners of the Association Property and their respective tenants, business invitees, guests, customers, employees, agents, successors and assigns for the purposes of: (i) pedestrian and vehicular ingress and egress to or from the Association Property, and (ii) the common use of any parking spaces now or hereafter located on the CRP Property.

3.2 CRP hereby establishes and grants a non-exclusive easement appurtenant to the CRP Property and for the benefit of the Association Property, across the roadways and walkways existing on the CRP Property from time to time for the purpose of pedestrian traffic in conjunction with the easement referenced in Section 3.1 above.

3.3 CRP hereby grants a non-exclusive easement appurtenant to the CRP Property and for the benefit of the Association Property, across that portion of the CRP Property in which any underground utilities are currently located and which are used for the benefit of the Association Property, including the commercial buildings owned by Owners and located adjacent to the Association Property, for the limited purpose of allowing the Association access to maintain, repair and inspect any such underground utilities.

3.4 The easements granted pursuant to this Section shall benefit the Association and the Owners and their respective successors, assigns, tenants, guests, business invitees, customers, employees and agents, in connection with their use of the CRP Property as hereby permitted.

3.5 CRP hereby reserves the right to make reasonable rules and regulations regarding the access and parking herein granted (including those required by governmental regulations); and to take such other action as may be necessary and reasonable to establish safe and efficient means of ingress and egress to and from the CRP Property. Any such rules and regulations shall not be more restrictive than any rules and regulations which have, at any time, been applied to the Association Property. Such rules and regulations will be made available to the Parties upon reasonable notice from either the property manager or Association Board Secretary. CRP agrees to act in good faith and to not impose any restrictions on the parking stalls located partially or totally on the CRP Property that would be unreasonable or arbitrary.

3.6 The Parties acknowledge that there are approximately eighteen (18) parking stalls located in front of the CRP Property (the "18 Stalls"). The Parties agree that said 18 Stalls shall remain, in perpetuity, restricted for use by visitors as visitor parking. Any additional restrictions any Party hereto proposes with respect to said 18 Stalls shall require the prior written consent of all other Parties.

4. Grant of Easements by Owners and Association.

4.1 The Owners, and each of them, and the Association (to the extent of any interest held by the Association in the Association Property) hereby grant a non-exclusive perpetual easement across the asphalt portions of the Association Property as may, from time to time, be used by the owners and occupants of the CRP Property and their respective tenants, business invitees, guests, customers, employees, agents, successors and assigns for the purposes of: (i) pedestrian and vehicular ingress and egress to or from the CRP Property, and (ii) the common use of any parking spaces now or hereafter located on the Association Property.

4.2 The Owners and the Association hereby establish and grant a non-exclusive easement appurtenant to the Association Property across the roadways and walkways existing on the Association Property from time to time for the purpose of pedestrian traffic in conjunction with the easement referenced in Section 4.1 above.

4.3 The Owners and the Association hereby grant a non-exclusive easement appurtenant to the Association Property and for the benefit of the CRP Property, across that portion of the Association Property in which any underground utilities are currently located and which are used for the benefit of the CRP Property, included the commercial building located on the CRP Property, for the limited purpose of allowing CRP access to maintain, repair and inspect any such underground utilities.

4.4 The easements granted pursuant to this Section shall benefit CRP and the owners of the CRP Property and all of their respective successors, assigns, tenants, guests, business invitees, customers, employees and agents in connection with their use of the Association Property as hereby permitted.

4.5 The Owners and the Association hereby reserve the right to make reasonable rules and regulations regarding the access and parking herein granted (including those required by governmental regulations), and to take such action as may be necessary and reasonable to establish safe and efficient means of ingress and egress to and from the Association Property as may be necessary to establish safe and efficient means of ingress and egress to and from the Association Property. Any such rules and regulations shall not be more restrictive than the current rules and regulations, the Owners and Association agreeing to act in good faith and to not adopt any new rules or regulations that are unreasonable or arbitrary.

5. Quality of Maintenance and Repairs. The Parties agree that it is essential for the utility, value and marketability of the Property that all maintenance, improvements and repairs on the Property, including all landscaping and all repairs or maintenance to any parking areas and paved areas, be of a first class quality and maintained on a regular basis in a clean and professional manner, routinely maintained at a functional standard found at other similarly situated Class A professional office facilities.

6. Amendment. This Agreement and the Easements hereby granted, and every covenant, restriction or undertaking herein shall not be amended, modified, revoked, rescinded or terminated except by mutual written consent or agreement of a majority of the Owners (according to their voting rights as set forth in the governing documents pertaining to the Association Property) and the written consent of the Association and a majority of the owners of CRP, and their respective successors and assigns.

7. Alteration. Subject to all the terms of this Agreement, each of CRP, the Association, and the Owners shall be permitted (only with respect to the property owned or controlled by them, respectively) to alter, relocate or change the configuration of and improvements to the roadways, walkways, and designated parking areas currently constructed on the CRP Property and the Association Property, respectively, at any time and from time to time; provided, however, that such Party shall (i) give at least ten (10) days prior written notice to the other Parties hereto prior to commencing any such alterations, relocation and changes, (ii) pay, without the right to seek reimbursement, the entire cost of such alteration, changes or relocation, (iii) install such alterations, changes and improvements without reducing the number of or restricting the use of the parking stalls located on the Property, and (iv) install such alteration, changes and improvements in such a way that any reconfigured parking spaces shall not be reasonably less desirable than the location initially approved and the initial number of approved parking spaces shall not be reduced.

8. Duration. This Agreement and the Easements hereby granted shall be for a term commencing on the date hereof and continuing perpetually. The Easements hereby created shall run with the land and shall be binding upon all parties having or acquiring any right or title in the Association Property and the CRP Property, respectively, or any part thereof, and shall inure to the benefit of each owner thereof, and are imposed upon the CRP Property for the benefit of the Association Property, and are imposed upon the Association Property for the benefit of the CRP Property, as a servitude in favor of the other.

9. Not a Public Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement and the Easements granted herein will be strictly limited to and for the private purposes expressed herein.

10. Obligations.

10.1 Maintenance and Repair. Each Party hereto agrees to be responsible for and to pay all costs and expenses associated with the maintenance, upkeep and repair and care for their respective portion of the Property (CRP being responsible for the CRP Property and the Owners and the Association being responsible for the Association Property). The Parties agree to share the names and contact information of vendors in order to coordinate the continuity, timing and quality of repairs, maintenance, landscaping and improvements. The obligation hereunder for said maintenance, upkeep, improvements and repairs shall include but not be limited to the following: (i) snow removal from the paved areas and parking stalls and adjoining roadways, (ii) pavement and parking lot areas maintenance or repairs, (iii) restriping of

any parking stalls, (iv) maintenance and repairs of any outside lights and light fixtures located on the Property (other than the lights located on the buildings on the Property), (v) all landscaping maintenance and repairs and any agreed upon improvements to the existing landscaping and any landscaping lighting, and (vi) all repairs, maintenance and improvements to any underground utilities located on the respective portion of the Property necessary to maintain said utilities in good, sound and operational and functioning condition. In the event the Parties agree to share any common expenses or costs associated with the Property, said expenses shall be paid 1/3 by CRP and 2/3 by the Owners and Association.

10.2 Insurance and Indemnification. CRP and the Owners shall at all times during the duration of this Agreement each maintain and pay for comprehensive general liability insurance naming the other party hereto as an additional insured on the policy or policies for a combined bodily injury and property damage limit of liability not less than \$1,000,000.00 for each occurrence. Each Party further agrees, upon request, to deliver a certificate from such insurance company evidencing the existence of such insurance and naming the other Party hereto as an additional insured. Each Party hereby agrees to defend, indemnify, protect and hold the other Party harmless for, from and against any and all causes of action, claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and court costs) in connection with the loss of life, personal injury and/or damage to property (i) arising from or out of any occurrence in or upon the parcel owned by the indemnifying Party (except to the extent such occurrence was caused by the negligence of the other Party), (ii) occasioned wholly by any negligent or willful act or omission of the indemnifying Party, or (iii) in connection with the failure of the indemnifying Party to comply with the provisions of this Agreement.

11. Default. In the event of the failure of any Party hereto to perform any obligation required under this Agreement after thirty (30) days prior written notice (the "Default Notice") from any other Party (unless said default requires, due to its nature or because of the weather or other Act of God, longer to cure, in which event an undertaking to cure the default must be commenced within thirty (30) days from receipt of said Default Notice), said Party shall be in default of this Agreement. In such event, the Party alleging the default may (but shall not be required to), after further notice to the Party in default, undertake to cure the default. In such event, the Party curing the default shall be entitled to be immediately reimbursed by the defaulting Party, upon written notice to the defaulting Party, for all costs and expenses incurred by it in making such cure. The Parties hereto agree to attempt to resolve any dispute hereunder through mediation. If mediation fails, the aggrieved Party may commence litigation against the Party in default to remedy the default, either by specific performance or actual and consequential damages (the Parties hereto agreeing not, in any event, to seek punitive damages). Any Party found to be in default of this Agreement shall be responsible to pay all costs and reasonable attorney's fees of the other Parties, including on any appeal.

12. Notice. Any notice under this Agreement shall be given to the other Parties by certified mail, return receipt requested, and shall be sent to the following (subject to any change of address hereafter given):

If to CRP: Creek Road Place, LLC
Attn: G. Andrew Barfuss
673 Ridgewood Circle
Farmington, Utah 84025

If to the Association: Creek Road Office Condominiums Owners
Association, Inc.
Attn: Scott Lee
P.O. Box 460
Midvale, Utah 84047 or the then current
Association Registered Agent.

If to the Owners: Using the names and addresses found in the most
current member directory provided by the
Association Board (which will not be unreasonably
withheld upon request of any Party.)

13. Miscellaneous.

13.1. The subsequent owners of any portion of the Property do not by this grant in any way or for any purpose become partners or joint venturers of the owner of any other parcel in the conduct of their respective businesses or otherwise.

13.2. Failure of any owner of any portion of the Property to insist on the strict performance of any provision of this Agreement or to exercise any right or remedy hereunder shall not be construed as a waiver for the future of any such provision or option. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing and is signed by each owner of any portion of the Property.

13.3. Except as otherwise provided herein, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, heirs, successors and assigns.

13.4. This Agreement shall be construed in accordance with the laws of the State of Utah.

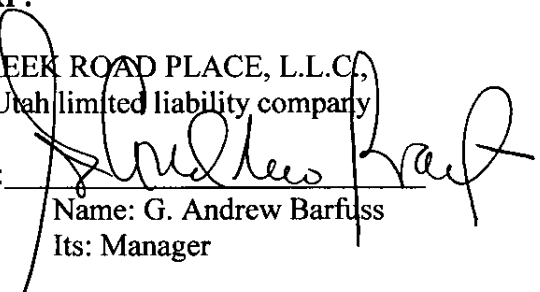
13.5. The Parties hereto may only amend, modify, revoke or terminate the Easements granted herein by the joint written consent of each and every owner of any portion of the Property.

IN WITNESS WHEREOF, the Parties hereto have executed this grant on the date first set forth above.

CRP:

CREEK ROAD PLACE, L.L.C.,
A Utah limited liability company

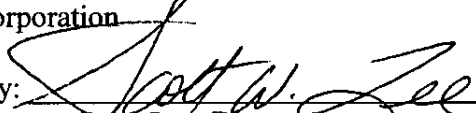
By: _____


Name: G. Andrew Barfuss
Its: Manager

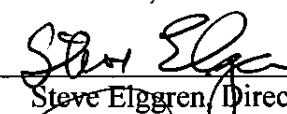
ASSOCIATION:

CREEK ROAD OFFICE CONDOMINIUMS
OWNERS ASSOCIATION, INC. a Utah non-profit
corporation

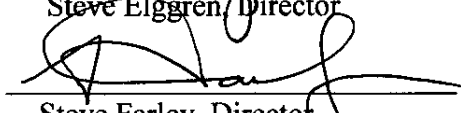
By: _____


Scott Lee, Director

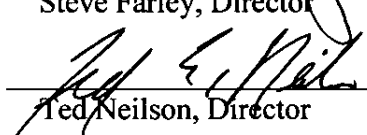
By: _____


Steve Elggren, Director

By: _____


Steve Farley, Director

By: _____


Ted Neilson, Director

OWNERS:

(Signatures on pages to follow)

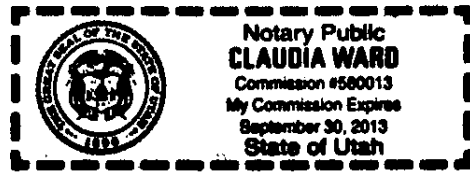
STATE OF UTAH)
) : Ss.
COUNTY OF Salt Lake)

On this 21st day of July, 2011, personally appeared before me G. Andrew Barfuss, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the Manager of Creek Road Place, L. L. C., and that said document was signed by him in behalf of said limited liability company, and said G. Andrew Barfuss acknowledged to me that said company executed the same.



NOTARY PUBLIC

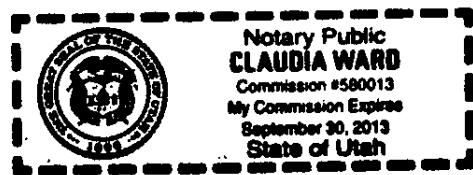
STATE OF UTAH)
 : Ss.
COUNTY OF SALT LAKE)



On this 21st day of July, 2011, personally appeared before me Scott Lee, Steve Elggren, Steve Farley and Ted Neilson, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me first duly sworn, did acknowledge that they are the Directors of Creek Road Office Condominiums Owner's Association, Inc., and acknowledged to me that in said capacity they executed the foregoing document and that said corporation voluntarily executed the same for its stated purpose.



NOTARY PUBLIC



APPROVAL AND CONSENT

The following, owner of 7370 South Creek Road, Unit 102A, approves and consents to the foregoing Agreement.

SUSAN HANDWERK,
2 REVERSE F, LLC

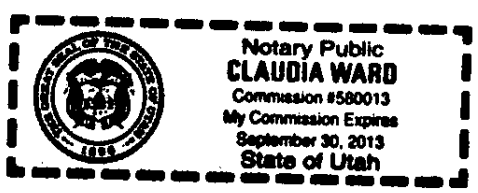
By: *Susan F Handwerk*
Name: *owner/manager*
Its: _____

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On this 21st day of July, 2011, personally appeared before me Susan F Handwerk who by me being first duly sworn acknowledged he/she voluntarily executed the foregoing document in the capacity indicated.

Claudia Ward

NOTARY PUBLIC



APPROVAL AND CONSENT

The following, owner of 7370 South Creek Road, Unit 103, approves and consents to the foregoing Agreement.

CREEKVIEW MORTGAGE, INC.

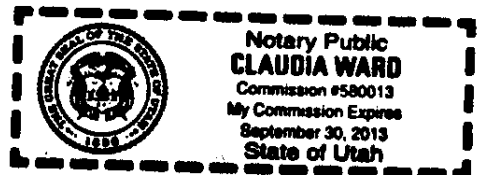
By Melanie P. Scott
Name: Melanie D. Scott
Its: Secretary / Treasurer

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On this 2nd day of July, 2011, personally appeared before me Melanie D. Scott, who by me being first duly sworn acknowledged he/she voluntarily executed the foregoing document in the capacity indicated.

Claudia Ward

NOTARY PUBLIC



APPROVAL AND CONSENT

The following, owner of 7370 South Creek Road, Unit 104, approves and consents to the foregoing Agreement.



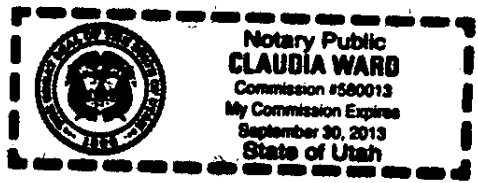
GREGORY P. LARSEN, DDS

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On this 21 day of July, 2011, personally appeared before me GREG P. LARSEN, who by me being first duly sworn acknowledged he voluntarily executed the foregoing document in the capacity indicated.



NOTARY PUBLIC



APPROVAL AND CONSENT

The following, owner of 7370 South Creek Road, Unit 202, approves and consents to the foregoing Agreement.

STEPHEN F. JOHANSEN, LLC

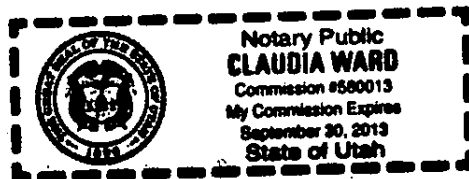
By: *[Signature]*
Name: Stephen Johansen
Its: President

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On this 21st day of July, 2011, personally appeared before me Stephen Johansen who by me being first duly sworn acknowledged he/she voluntarily executed the foregoing document in the capacity indicated.

Claudia Ward

NOTARY PUBLIC



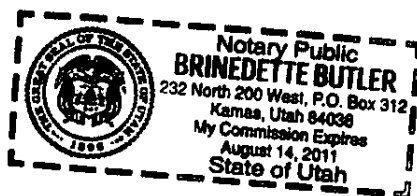
APPROVAL AND CONSENT

The following, owner of 7390 South Creek Road, Unit 104, approves and consents to the foregoing Agreement.

FREDERICK N. GREEN
By: *[Signature]*
Name: Frederick N. Green
Its: _____

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On this 21st day of July, 2011, personally appeared before me Frederick N. Green, who by me being first duly sworn acknowledged he/she voluntarily executed the foregoing document in the capacity indicated.



Brinedette Butler
NOTARY PUBLIC

APPROVAL AND CONSENT

The following, owner of 7390 South Creek Road, Unit 201, approves and consents to the foregoing Agreement.

STEPHEN B. AND DEBRA N. ELGGREN; JT

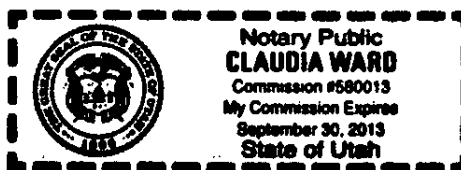
By: Stephen B. Elggren
Name: Stephen B. Elggren
Is: an individual

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On this 2nd day of July, 2011, personally appeared before me Stephen B. Elggren who by me being first duly sworn acknowledged he/she voluntarily executed the foregoing document in the capacity indicated.

Claudia Ward

NOTARY PUBLIC



APPROVAL AND CONSENT

The following, owner of 7390 South Creek Road, Unit 204, approves and consents to the foregoing Agreement.

SCHREYER BUILDING, LC

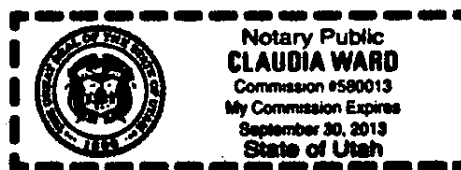
By: Stan Schreyer
Name: Stan Schreyer
Its: Owner

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On this 21st day of July, 2011, personally appeared before me Stan Schreyer, who by me being first duly sworn acknowledged he/she voluntarily executed the foregoing document in the capacity indicated.

Claudia Ward

NOTARY PUBLIC



APPROVAL AND CONSENT

The following, owner of 7410 South Creek Road, Units 100 and 101 approves and consents to the foregoing Agreement.

MARWIL, LLC

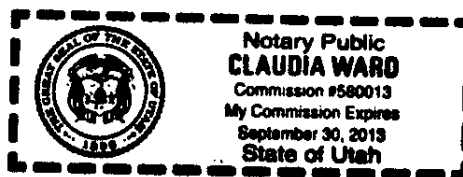
By: [Signature]
Name: Manager Steven Farley
Its: Manager, Marwil, LLC

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On this 21st day of July, 2011, personally appeared before me Steven Farley, who by me being first duly sworn acknowledged he/she voluntarily executed the foregoing document in the capacity indicated.

Claudia Ward

NOTARY PUBLIC



APPROVAL AND CONSENT

The following, owner of 7410 South Creek Road, Unit 200, approves and consents to the foregoing Agreement.

BTOCAO, LC

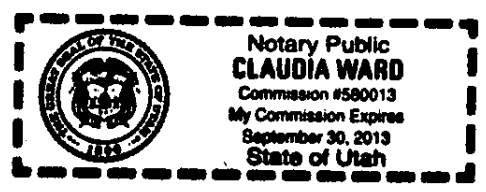
By: Christine A. Olsen
Name: Christine A. Olsen
Its: Manager

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On this 28 day of July, 2011, personally appeared before me Christine A. Olsen, who by me being first duly sworn acknowledged that he voluntarily executed the foregoing document in the capacity indicated. *omm*

Claudia Ward

NOTARY PUBLIC



APPROVAL AND CONSENT

The following, owner of 7410 South Creek Road, Unit 201, approves and consents to the foregoing Agreement.

MARK S. WEBBER; ET AL

By: Mark S. Webber
Name: Mark S. Webber
Its: Manager

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On this 29 day of July, 2011, personally appeared before me Mark Webber, who by me being first duly sworn acknowledged he/she voluntarily executed the foregoing document in the capacity indicated.



Micki S Taylor

NOTARY PUBLIC

APPROVAL AND CONSENT

The following, owner of 7410 South Creek Road, Units 301 and 304, approves and consents to the foregoing Agreement.

NATIONAL ASSOCIATION OF CREDIT
MANAGEMENT, INTERMOUNTAIN

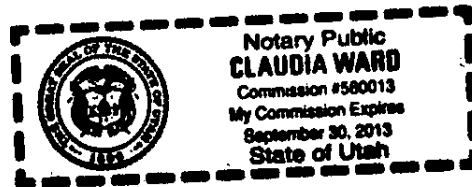
By: *Scott W. Lee*
Name: Scott W. Lee
Its: V.P.

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On this 21st day of July, 2011, personally appeared before me Scott W. Lee, who by me being first duly sworn acknowledged he/she voluntarily executed the foregoing document in the capacity indicated.

Claudia Ward

NOTARY PUBLIC



APPROVAL AND CONSENT

The following, owner of 7430 South Creek Road, Unit 101, approves and consents to the foregoing Agreement.

ALPENGLOW DENTAL, P.C.

By: [Signature]
Name: Cabot Curtis
Its: President

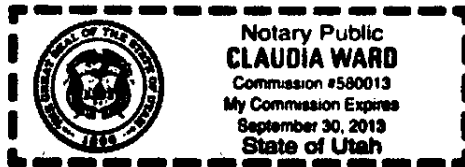
[Signature]
Dr. Cabot Curtis

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On this 21st day of July, 2011, personally appeared before me _____, ~~and~~ Dr. Cabot Curtis, who by me being first duly sworn acknowledged that they voluntarily executed the foregoing document in the capacity indicated.

[Signature]

NOTARY PUBLIC



APPROVAL AND CONSENT

The following, owner of 7430 South Creek Road, Unit 200, approves and consents to the foregoing Agreement.

LUBE DEVELOPMENT, LLC

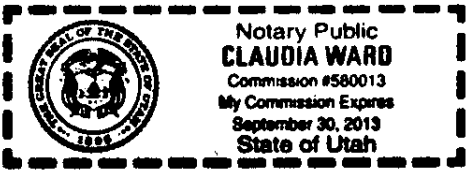
By: *Ted E. Nelson*
Name: *Ted Nelson*
Its: *Agent*

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On this 21st day of July, 2011, personally appeared before me Ted E. Nelson, who by me being first duly sworn acknowledged he/she voluntarily executed the foregoing document in the capacity indicated.

Claudia Ward

NOTARY PUBLIC



APPROVAL AND CONSENT

The following, owner of 7430 South Creek Road, Unit 300, approves and consents to the foregoing Agreement.

HSKH, LLC

By: *Brent Koplin*
Name: BRENT KOPLIN MEMBER
Its: _____

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On this 21st day of July, 2011, personally appeared before me Brent Koplin, who by me being first duly sworn acknowledged he/she voluntarily executed the foregoing document in the capacity indicated.

Claudia Ward

NOTARY PUBLIC

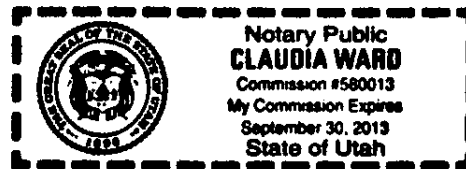


EXHIBIT "A"
Legal Description of Creek Road Place Property

A part of the East Half of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at the most Westerly Corner of Creek Road Office Condominiums, a condominium project in Sandy, Salt Lake County, Utah and a point on the Easterly Line of Union Park Avenue as it exists at 53.0 foot half-width being 1143.84 feet North 89°46'05" East along the Quarter Section Line; and 9.02 feet North 0°13'55" West from the Center of said Section 29; and running thence along the Southwesterly Line of said condominium project the following four courses: South 46°41'30" East 20.85 feet; Southeasterly along the arc of a 50.00 foot radius curve to the Right a distance of 83.11 feet (Central Angle equals 95°14'23" and Long Chord bears South 50°00'09" East 73.87 feet) to a point of reverse curvature; Southeasterly along the arc of a 15.00 foot radius curve to the Left a distance of 11.60 feet (Central Angle equals 44°18'32" and Long Chord bears South 24°32'14" East 11.31 feet) to a point of tangency; and South 46°41'30" East 172.91 feet to the Northeasterly Line of Lot 13, Curtis Subdivision No. 4 as it exists on the ground; thence South 61°16'43" East 81.72 feet along said Lot Line; thence South 14°52'29" West 25.64 feet to the Southwesterly Line of said Curtis Subdivision No. 4; thence along the Southwesterly Line of said Curtis Subdivision No. 4 as it exists on the ground the following three courses: Southeasterly along the arc of a 335.94 foot radius curve to the Right a distance of 96.46 feet (Central Angle equals 16°27'04" and Long Chord bears South 32°28'01" East 96.13 feet) to a point of tangency; South 24°14'29" East 68.20 feet to a point of curvature; Southeasterly along the arc of a 350.06 foot radius curve to the Left a distance of 199.53 feet (Central Angle equals 32°39'30" and Long Chord bears South 40°34'13" East 196.84 feet) to a point of tangency; and South 56°54'08" East 108.24 feet; thence North 80°17'22" East 44.59 feet to the Westerly Line of the new alignment of Cottonwood Creek Road; thence Southeasterly along the arc of a 450.74 foot radius curve to the Left a distance of 211.14 feet (Central Angle equals 26°50'21" and Long Chord bears South 15°01'01" East 209.22 feet) along said Westerly Line to the Northeasterly Line of Lot 4 of the Overlook at Union Point Subdivision; thence along the Northeasterly Line of said Subdivision as it is staked on the ground the following two courses: Northwesterly along the arc of a 408.68 foot radius curve to the Left a distance of 193.47 feet (Central Angle equals 27°07'28" and Long Chord bears North 43°10'16" West 191.67 feet) to a point of tangency; and North 56°44'00" West 30.09 feet to the Northerly Lot Corner common to Lots 3 and 4 of said overlook at Union Point Subdivision as it is staked on the ground; thence South 40°00'00" West 38.86 feet along the Lot Line common to said Lots 3 and 4; thence North 50°00'51" West 15.44 feet; thence South 39°59'09" West 13.86 feet to the back or Northeasterly Line of an existing concrete curb; thence generally along said back-of curb line the following six courses: North 50°00'51" West 182.74 feet to a point of curvature; Northwesterly along the arc of a 160.00 foot radius curve to the right a distance of 108.31 feet (Central Angle equals 38°47'14" and Long Chord bears North 30°37'14" West 106.26 feet) to a point of reverse curvature; Northwesterly along the arc of a 140.00 foot radius curve to the left a distance of 102.64 feet (Central Angle equals 42°00'21" and Long Chord bears North 32°13'48" West 100.36 feet) to a point of tangency; North 53°13'59" West 20.93 feet; North 38°10'53" East 20.26 feet; and North 48°33'58" West 70.42 feet to the Southeasterly edge of an existing concrete sidewalk; thence along the edge of said sidewalk the following two courses: North 40°30'53" East 2.69 feet; and North 49°55'46" West 26.42 feet; thence North 43°06'42" East 10.15 feet; thence North 46°53'18" West 13.23 feet;

Cross Easement Agreement

thence North 43°06'42" East 10.84 feet; thence North 46°53'18" West 233.40 feet to the Easterly Line of Union Park Avenue as it exists at 53.00 foot half-width; thence Northeasterly along the arc of a 1001.69 foot radius curve to the Right a distance of 107.14 feet (Central Angle equals 6°07'41" and Long Chord bears North 14°38'28" East 107.09 feet) along said Easterly Line of Union Park Avenue to the point of beginning.

**Contains 93,387 sq. ft.
or 2.144 acres**

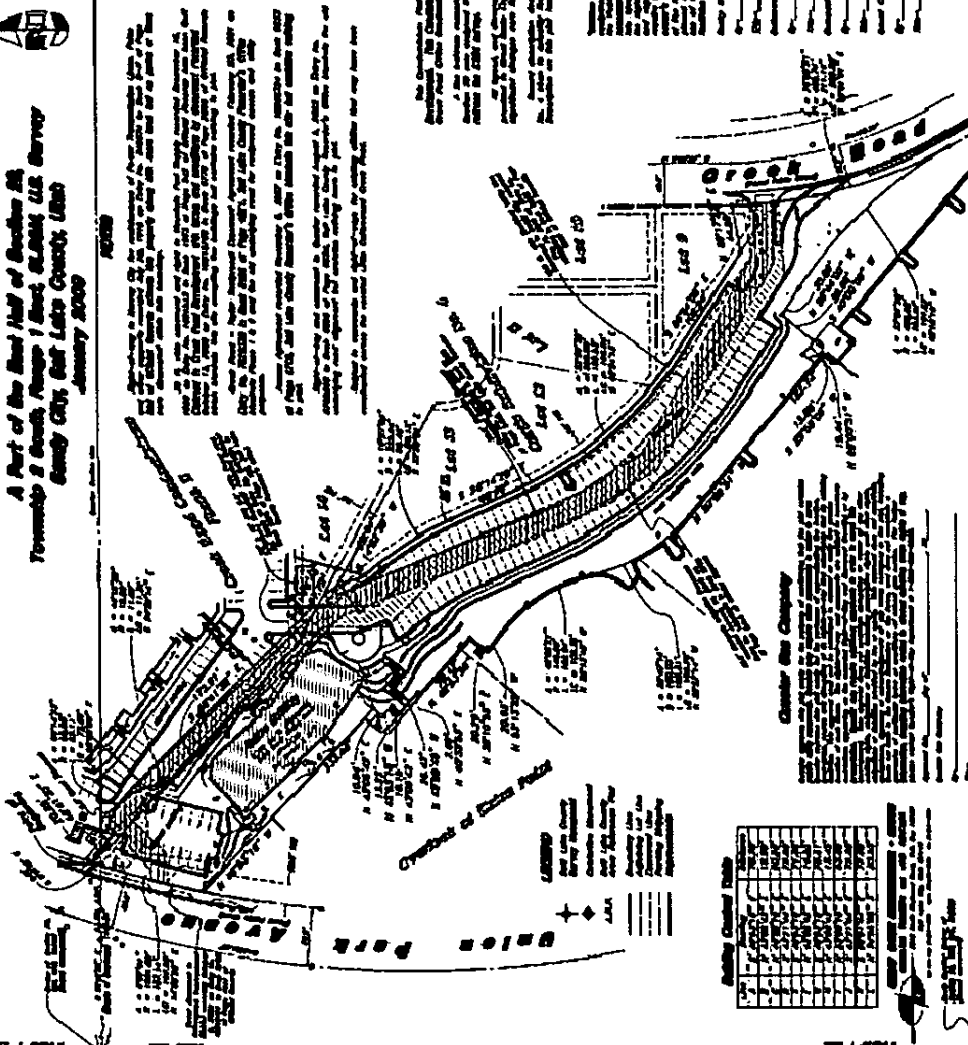
Creek Road Office Condominiums, Phase III

Condominium Plat

A Part of the West Half of Section 28,
Township 2 South, Range 1 West, 61st & 62nd US Survey,
County City, Salt Lake County, Utah
January 2009



Scale: 1" = 40'



ARTICLE I
This plat is subject to the provisions of the Utah Condominium Act, Chapter 10, Utah Code, and the provisions of the Declaration of Condominiums, which are hereby incorporated by reference into this plat.

ARTICLE II
The boundaries of the lots shown on this plat are as shown and as they may be corrected by the Surveyor General of Utah.

ASSESSOR'S CHANGES

Lot No.	Area (sq. ft.)	Assessed Value
1	10,000	100,000
2	10,000	100,000
3	10,000	100,000
4	10,000	100,000
5	10,000	100,000
6	10,000	100,000
7	10,000	100,000
8	10,000	100,000
9	10,000	100,000
10	10,000	100,000
11	10,000	100,000
12	10,000	100,000
13	10,000	100,000
14	10,000	100,000

EXHIBIT "B"
Legal Description and Depiction of Association Property

Creek Road Office Condominiums (Phase I) according to the official plat thereof recorded Feb 22, 2001 in Book 2001P at page 36 of the Official Records of the County Recorder in Salt Lake County, Utah.

Contains 80,945 sq ft or 1.858 acres

Creek Road Office Condominiums (Phase 2) according to the official amended and restated plat thereof recorded Oct 27, 2003 in Book 2003P at page 338 of the Official Records of the County Recorder in Salt Lake County, Utah.

Contains 83,832 sq ft or 1.925 acres

TAX ID #'S

22-29-432-005, 007, 011-012,
-014, -017-021,
-024-027, -030-032
-035-037, -039
-040-054

**Amended and Restated Condominium Plat of
Creek Road Office Condominiums**

A Part of the Northeast and Southeast Quarters of Section 20, T9S, R1E, S48M, U.S. Survey
Salt Lake County, Utah

