

When recorded return to:

Utah Transit Authority
Property Management
669 West 200 South
P.O. Box 30810
Salt Lake City Utah 84130-0810
MVT 22323

11132148
2/10/2011 9:05:00 AM \$26.00
Book - 9904 Pg - 6733-6739
Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 7 P.

CROSS EASEMENT AGREEMENT

This Agreement ("Agreement") is made and entered into this 16th day of December, 2010, by and between JORDAN GATEWAY PROPERTIES, LLC, a Utah limited liability company ("Jordan Gateway"), and UTAH TRANSIT AUTHORITY, a public transit district ("UTA"). Jordan Gateway and UTA may hereafter be referred to individually as "Party" or collectively as "Parties." Jordan Gateway and UTA, together with any and all successors or assigns in interest, whether in whole or in part, may hereafter be referred to individually as "Owner" or multiply or collectively as "Owners".

RECITALS

WHEREAS, Jordan Gateway is the owner of property currently known as Lot 1 and Lot 2, Jordan Gateway Subdivision ("Jordan Gateway Parcel"), which Jordan Gateway Parcel is located in South Jordan, Utah, more particularly described in Exhibit A.

WHEREAS, UTA is or will be the owner of property adjacent to the Jordan Gateway Parcel currently known as Lot 3 and Lot 4, Jordan Gateway Subdivision ("UTA Parcel"), in South Jordan, Utah, also more particularly described in Exhibit A.

WHEREAS, UTA is negotiating to acquire and/or exchange additional property directly to the south of and adjacent to Lot 3 and Lot 4, Jordan Gateway Subdivision, which additional property may become part of the UTA Parcel.

WHEREAS, Jordan Gateway and UTA desire to have access across, and to cooperate in the maintenance of, the existing drive aisle located partially on each of the UTA Parcel and the Jordan Gateway Parcel, more particularly described in Exhibit B (the "Drive Aisle").

WHEREAS, each of the parties desire to grant to the other an ingress and egress easement for access across and along the Drive Aisle.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Jordan Gateway Grant of Easement. Jordan Gateway hereby grants to UTA and its successors and assigns a non-exclusive easement for ingress and egress along and across that portion of the Drive Aisle located on the Jordan Gateway Parcel (the "Jordan Gateway Easement"). UTA shall have the non-exclusive

right to use the Jordan Gateway Easement for the purpose of access by UTA, their licensees, invitees, guests and employees to and from the UTA Parcel across the Drive Aisle to adjacent public right-of-ways. The easement herein granted shall not be construed to grant any parking rights on the Jordan Gateway Parcel in favor of UTA or its licensees, invitees, guests and employees.

2. UTA Grant of Easement. UTA hereby grants to Jordan Gateway and its successors and assigns a non-exclusive easement for ingress and egress along and across that portion of the Drive Aisle located on the UTA Parcel (the "UTA Easement"). Jordan Gateway shall have the non-exclusive right to use the UTA Easement for the purpose of access by Jordan Gateway, their licensees, invitees, guests and employees to and from the UTA Parcel across the Drive Aisle to adjacent public right-of-ways. The easement herein granted shall not be construed to grant any parking rights on the UTA Parcel in favor of Jordan Gateway or its licensees, invitees, guests and employees.

3. Rocky Mountain Power Property. The Parties acknowledge that Rocky Mountain Power currently owns an approximately 30-foot wide strip of property between the Drive Aisle and access to the public right-of-way known as Jordan Gateway. The Parties have negotiated for and separately acquired an easement across that portion of the Rocky Mountain Power property. The Parties further acknowledge and agree that all maintenance and related obligations for the Drive Aisle as set forth herein shall be and hereby shall apply in whole to that portion of the Rocky Mountain Power-owned property that connects the Drive Aisle to the public right-of-way.

4. UTA Parcel. The Parties acknowledge that UTA does or will own additional property adjacent to the UTA Parcel that may benefit from use of the Drive Aisle or a portion thereof for access to and from the adjacent public right-of-way known as Jordan Gateway. Further, the Parties acknowledge that future changes in the shape and configuration of the UTA Parcel are anticipated. The Parties acknowledge that, upon completion of any necessary actions by the City of West Jordan, the subdivision plat for the Jordan Gateway Subdivision may be modified or revised, and as a result, the shape or size of the UTA Parcel may change. The parties agree that the mutual easements granted hereby are intended to and shall include the modified properties as described herein, together with that portion of the UTA Parcel anticipated to be exchanged for the adjacent property described in this paragraph.

5. Indemnity. Each Party shall indemnify, defend and hold each other Party, its successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, attorneys fees, or expenses which may be incurred as a result of any act or omission of the indemnifying Party in its use of the easement or other obligations under this Agreement. The provisions of this section are for the benefit of the Parties and their respective successors and assigns, and are not intended to create or grant any third party rights to any other person or entity, nor to limit or affect the right of UTA to assert any governmental immunity defense to any claim of any such other party or entity.

6. Maintenance. The Drive Aisle and related portion of the Rocky Mountain Power property shall at all times be properly surfaced with asphalt, concrete or other similar material. Any construction, modification or changes relating to the Drive Aisle must be approved in writing by all Owners, which approval shall not be unreasonably withheld. Jordan Gateway (and/or any Owner of that portion of the Jordan Gateway Parcel known as Lot 2, Jordan Gateway Subdivision) agrees to and shall at all times maintain or cause to be maintained the Drive Aisle in good, clean and safe condition and repair, reasonably free from debris, rubbish, snow, ice and other materials. Jordan Gateway agrees to and shall, on or before January 1 of each year, provide to the Owners, copies of all invoices for such maintenance costs for the preceding calendar year, showing in reasonable detail the maintenance work completed on the Drive Aisle, as segregated from any maintenance costs on other portions of the Jordan Gateway Parcel. Such invoices shall be due and payable in thirty days.

7. Encumbrances and Taxes. Each Owner covenants to keep the portion of its Parcel encumbered by the Easement free and clear of all other encumbrances and liens, and to pay all taxes and assessments attributable thereto in a timely manner.

8. Covenants Run with Land; Various Events.

(a) Covenants Run with Land. Each easement, covenant, obligation and restriction contained in this Agreement shall constitute a covenant running with the land, shall benefit and bind every person having any fee, leasehold, mortgage lien or other interest in any portion of the Parcel concerned, and shall benefit and bind any Owner whose title is acquired by any means including but not limited to judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. This Agreement and each right-of-way, easement, covenant and restriction set forth in this Agreement shall be perpetual.

(b) Transfer of Parcel. If any Owner transfers all or any portion of the Parcel 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 this Agreement, and if the transferring Owner has by such transfer transferred all of such Owner's ownership interest in such Parcel, such transferring Owner shall be released and discharged from all obligations under this Agreement with respect to such Parcel that accrue after (but not before) the date of recordation in the Official Records of the instrument effecting such transfer. No sale of a portion of any Owner's Parcel, nor any future use thereof by any Owner, shall be deemed to be an unreasonable expansion of the easements granted hereby.

(c) Effect of Breach. No breach of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement (but such limitation shall not affect any other right or remedy or limit any obligation that any Party may have under this Agreement by reason of any such breach).

(d) Identical Ownership. The ownership of more than one Parcel by the same person shall not result in the termination of this Agreement.

(e) Priority of Agreement. The interests in and rights concerning any portion of the Parcels held by or vested in the Parties or any other person on or after the date of this Agreement (including, without limitation, any Mortgage lien) shall be subject and subordinate to this Agreement, and this Agreement shall be prior and superior to such interests and rights, as may be necessary to effectuate all of the terms and provisions set forth in this Agreement.

9. General Provisions. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah. This Agreement shall inure to the benefit of, and shall be binding on, each Owner and the heirs, personal representatives, successors and assigns of each Party. All of the easements, covenants, conditions and declarations contained herein, including the benefits and burdens, shall run with the land and shall benefit and bind the heirs, successors and assigns of the Parties, and all current and future owners of the benefitted and burdened parcels. Except to the extent necessary (on a temporary basis) for reasonable construction, for repair and maintenance, for traffic regulation and control or to prevent a public dedication or the accrual of any rights to the public, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of the Drive Aisle shall be constructed or erected, nor shall any Owner obstruct or interfere with the use of the Drive Aisle. This Agreement shall not be modified unless expressly agreed to in writing by each of the Parties.

10. NOTICE. All notices, demands, requests and other communications required or desired to be given hereunder shall be in writing and shall be deemed delivered on the earlier of (i) posting of registered or certified mail, addressed to the addressee at its address set forth below or at such other address as such Party

may have specified theretofore by notice delivered in accordance with this Section, (ii) attempted delivery or refusal to accept delivery if sent by courier or other personal delivery service, or (iii) actual receipt by the addressee regardless of the method of delivery.

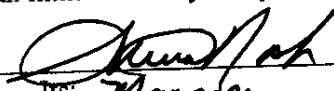
If to Jordan Gateway: Jordan Gateway Properties, LLC
Attn: Steve Nash
1145 East South Union Avenue
Midvale, UT 84047

If to UTA: Utah Transit Authority
Property Management
P.O. Box 30810
669 West 200 South
Salt Lake City, UT 84130-0810

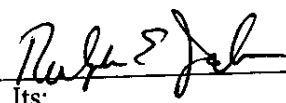
With a copy to: Office of General Counsel
P.O. Box 30810
3600 South 700 West
Salt Lake City, UT 84130-0810

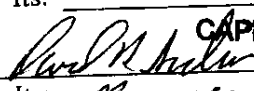
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first above written.

JORDAN GATEWAY PROPERTIES, LLC,
a Utah limited liability company

By: 
Its: Manager

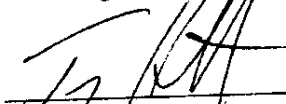
UTAH TRANSIT AUTHORITY, a public transit district

By: 
Its: ACTING CHIEF

By: 
Its: Manager of Capital Development
CAPITAL DEVELOPMENT OFFICER

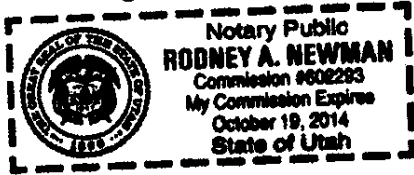
Approved as to Form:


UTA Legal Counsel


Property Management

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged to me this 23 day of Dec, 2010 by Steven R. Nash the Manager of JORDAN GATEWAY PROPERTIES, LLC, a Utah limited liability company.



[Signature]
Notary Public

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged to me this 16th day of December, 2010 by Ralph E. Jackson and David R. Sedar, the Acting Chief Capital Development and Acquisitions Officer and Manager of Property of UTAH TRANSIT AUTHORITY, a public transit district.

[Signature]
Notary Public

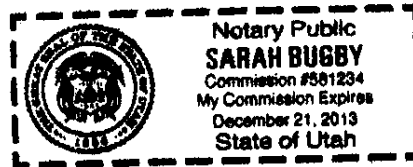


EXHIBIT A
DESCRIPTION OF JORDAN GATEWAY PARCEL
AND
UTA PARCEL

Jordan Gateway Parcel:

All of Lot 1, JORDAN GATEWAY SUBDIVISION, according to the official plat thereof, filed in the office of the Salt Lake County Recorder in Plat Book 2008P, at Page 30.

And

All of Lot 2, JORDAN GATEWAY SUBDIVISION, according to the official plat thereof, filed in the office of the Salt Lake County Recorder in Plat Book 2008P, at Page 30.

UTA Parcel:

All of Lot 3, JORDAN GATEWAY SUBDIVISION, according to the official plat thereof, filed in the office of the Salt Lake County Recorder in Plat Book 2008P, at Page 30.

And

All of Lot 4, JORDAN GATEWAY SUBDIVISION, according to the official plat thereof, filed in the office of the Salt Lake County Recorder in Plat Book 2008P, at Page 30.

Each of the above Lots, as further amended and modified by Lot Line Adjustment approved by the City of South Jordan; and together with such additional property as may be amended and modified by subsequent amendment to the subdivision plat referenced above.

27-13-127-001
27-13-127-002
27-13-127-003
27-13-127-004

EXHIBIT B

DESCRIPTION OF DRIVE AISLE/
EASEMENT AREA

A PORTION OF LOTS 2, 3 AND 4 OF THE JORDAN GATEWAY SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF, SITUATE IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF JORDAN GATEWAY (470 WEST) AND THE NORTHWEST CORNER OF SAID LOT 4; THENCE NORTH $13^{\circ}46'24''$ WEST 10.24 FEET ALONG THE WEST LINE OF SAID LOT 2; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE TBC (EXTENDED THRU DRIVE CUTS) ON THE NORTH SIDE OF AN EXISTING ROADWAY (1) EASTERLY 70.01 FEET ALONG THE ARC OF A 350.00 FEET RADIUS CURVE TO THE RIGHT, CHORD BEARS NORTH $82^{\circ}45'49''$ EAST 69.89 FEET, THROUGH A CENTRAL ANGLE OF $11^{\circ}27'39''$ (2) SOUTHEASTERLY 10.35 FEET ALONG THE ARC OF A 10.00 FEET RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH $60^{\circ}26'44''$ EAST 9.89 FEET, THROUGH A CENTRAL ANGLE OF $59^{\circ}17'15''$ (3) EASTERLY 3.90 FEET ALONG THE ARC OF A 350.00 FEET RADIUS CURVE TO THE RIGHT, CHORD BEARS SOUTH $82^{\circ}46'13''$ EAST 3.90 FEET, THROUGH A CENTRAL ANGLE OF $00^{\circ}38'18''$ (4) THENCE SOUTH $89^{\circ}27'04''$ EAST 381.04 FEET (5) NORTHEASTERLY 15.78 FEET ALONG THE ARC OF A 10.00 FEET RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH $45^{\circ}20'38''$ EAST 14.19 FEET, THROUGH A CENTRAL ANGLE OF $90^{\circ}24'35''$; THENCE SOUTH $00^{\circ}08'21''$ WEST 24.68 FEET; THENCE SOUTH $89^{\circ}27'04''$ EAST 26.00 FEET; THENCE SOUTH $00^{\circ}08'21''$ WEST 14.39 FEET; THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE TBC (EXTENDED THRU DRIVE CUTS) ON THE SOUTH SIDE OF AN EXISTING ROADWAY (1) NORTH $89^{\circ}27'04''$ WEST 371.45 FEET (2) WESTERLY 39.19 FEET ALONG THE ARC OF A 300.00 FEET RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH $86^{\circ}48'23''$ WEST 39.17 FEET, THROUGH A CENTRAL ANGLE OF $07^{\circ}29'07''$ (3) SOUTH $85^{\circ}50'30''$ WEST 41.78 FEET (4) SOUTH $76^{\circ}13'36''$ WEST 38.00 FEET TO THE WEST LINE OF SAID LOT 4; THENCE NORTH $13^{\circ}46'24''$ WEST 30.73 FEET ALONG THE WEST LINE OF SAID LOT 4 TO THE POINT OF BEGINNING.

CONTAINS 14,769 SQUARE FEET, 0.3390 ACRES.