

CROSS-ACCESS AND EASEMENT AGREEMENT

THIS CROSS-ACCESS AGREEMENT is made and entered into as of this 14th, day of June, 2000, by and between **REMINGTON PARK ASSOCIATES, L.C.**, a Utah limited liability company ("Remington") and **REMINGTON PARK ASSOCIATES II, L.C.**, a Utah limited liability company ("Remington II"). Remington and Remington II are collectively referred to herein as the "Parties," and individually as a "Party."

WITNESSETH:

WHEREAS, Remington is the fee owner of a certain parcel of land located in Tooele County, Utah more particularly described on Exhibit "A" attached hereto ("Grantor's Property"); and

WHEREAS, Remington II is the fee owner of a certain parcel of land located in Tooele County, Utah more particularly described on Exhibit "B" attached hereto ("Grantee's Property"); and

WHEREAS, Remington and Remington II desire that Grantor's Property and Grantee's Property benefit from, and be subject to, certain easements and restrictions as set forth herein.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Cross-Access. Remington, as the owner of Grantor's Property, and Remington II, as the owner of the Grantee's Property, each a grantor, hereby grants to the other Party, as grantee, and to the agents, customers, invitees, licensees, tenants, and employees of the other Party, a non-exclusive easement for pedestrian and vehicular traffic between the common areas (as such common areas may change from time to time) of Grantor's Property and the common areas (as such common areas may change from time to time) of Grantee's Property. Each Party does reserve for itself, its successors and assigns, the use and enjoyment of its respective Property for all lawful purposes provided that any such use by a Party, its successors and assigns, does not in any way interfere with the rights and privileges granted herein.

2. Access to 200 North. Remington hereby grants to Remington II, a perpetual, nonexclusive easement over and across the Easement Parcel described on Exhibit "C" (the "Easement") for the purpose of pedestrian and vehicular access from Grantee's Property to 200 North, together with the right to enter Grantor's Property for all purposes necessary or desirable in fulfillment of the purposes of the Easement. A plat map showing the approximate location of the Easement is attached hereto as Exhibit "D".

3. Indemnification by Remington. Remington agrees to defend, indemnify and save

42543 / 42522

Remington II, its successors and assigns, harmless from any and all liabilities, losses, damages, demands, claims, suits, cause of action or judgments, and expenses incurred by Remington II, its successors and assigns, relating to any injury to person, loss of life or damage to property occurring in connection with the exercise by Remington of the rights granted to Remington by this Agreement, except and to the extent caused by the intentional wrongful act or negligence of Remington II. The obligations set forth in this Section 3 shall survive any termination of this Agreement.

4. Indemnification by Remington II. Remington II agrees to defend, indemnify and save Remington, its successors and assigns, harmless from any and all liabilities, losses, damages, demands, claims, suits, cause of action or judgments, and expenses incurred by Remington, its successors and assigns, relating to any injury to person, loss of life or damage to property occurring in connection with the exercise by Remington II of the rights granted to Remington II by this Agreement, except and to the extent caused by the intentional wrongful act or negligence of Remington. The obligations set forth in this Section 4 shall survive any termination of this Agreement.

5. Amendment. This Agreement may not be modified, rescinded, terminated or amended in whole or in part without the consent of all fee owners of Grantor's Property and Grantee's

6. Enforcement. If any Party is required to take any action to enforce its rights under this Agreement as a result of a breach of another Party, whether or not a suit or other legal action is initiated, the breaching Party shall reimburse and pay the non-breaching Party promptly upon demand all fees and costs incurred by the non-breaching Party in connection with such action, including, without limitation, reasonable attorneys' fees and court costs.

9. Benefit and Burden. The easements, agreements, duties, responsibilities and covenants herein constructed shall be easements and covenants running with the land, and shall inure to the benefit of, and be binding upon Remington, Remington II, and their respective successors and assigns, and shall be construed and governed in accordance with the laws of the State of Utah.

10. Notices. Any consent, notice or other communication required or contemplated by this Agreement shall be in writing and shall be delivered personally, delivered by recognized overnight mail service, or mailed by certified or registered mail, return receipt requested, postage prepaid, addressed as set forth below, or in each case to such other address as such Party shall have furnished to the other parties to this Agreement in writing. Notices shall be deemed to have been given when delivered, if delivered personally, one day if deposited with an overnight service, or five days after deposited for mailing, if mailed by certified or registered mail.

TO REMINGTON:

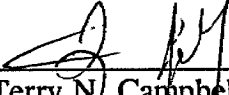
Remington Park Associates, L.C.
c/o Campbell-Hogue & Associates, Inc.
1200 112th Avenue, N.C., Suite C-143
Bellevue, Washington 98004

TO REMINGTON II:

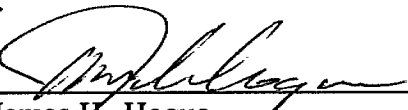
Remington Park Associates II, L.C.
c/o Campbell-Hogue & Associates, Inc.
1200 112th Avenue, N.C., Suite C-143
Bellevue, Washington 98004

IN WITNESS WHEREOF, the Parties have executed the Cross-Access Agreement and Easement as of the day and year first above written:

REMINGTON PARK ASSOCIATES, L.C.

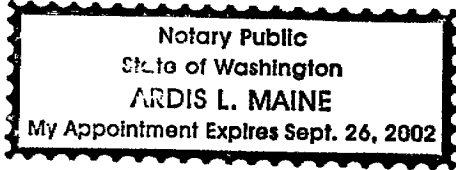
By: 
Terry N. Campbell
Its: Managing Member

REMINGTON PARK ASSOCIATES II,
L.C.

By: 
James H. Hogue
Its: Managing Member

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

The foregoing instrument was acknowledged before me this 14th day of June,
2000 by Terry N. Campbell on behalf of Remington Park Associates, L.C.

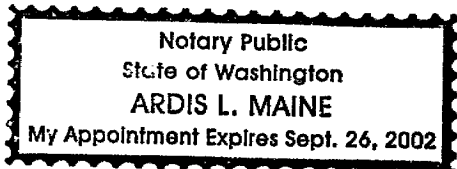


Ardis L. Maine
NOTARY PUBLIC

My Appointment expires: 9-26-02

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

The foregoing instrument was acknowledged before me this 14th day of June,
2000 by James H. Hogue on behalf of Remington Park Associates II, L.C.



Ardis L. Maine
NOTARY PUBLIC

My Appointment expires: 9-26-02

After Recording Return to:
Ardis Maine
Campbell-Hogue & Associates, Inc.
1200-112th Ave. NE, Suite C-143
Bellevue, WA 98004-3708

Exhibit "A"

Grantor's Property

Lot 2, REMINGTON SUBDIVISION, according to the official plat thereof on file and of record in the office of the Tooele County Recorder.

12-112-2

Also described as:

Beginning at a point which is East 150.04 feet and South 785.70 feet from the Northwest corner of Section 28, Township 3 South, Range 4 West, Salt Lake Base and Meridian; to the South right of way line of Utah Avenue; thence South 00°49'28" West 233.50 feet; thence South 88°58'24" East 280.00 feet; thence South 00°49'28" West 362.07 feet; thence North 88°58'24" West 330.00 feet; thence North 00°49'28" East 595.57 feet to said Southern right of way line of Utah Avenue; thence South 88°58'24" East 50 feet along the aforementioned Southern right of way line of Utah Avenue to the point of beginning.

2-84-20

Exhibit "B"

Grantee's Property

Lot 1, REMINGTON SUBDIVISION, according to the official plat thereof on file and of record in the office of the Tooele County Recorder.

12-112-1

Also described as:

Beginning at a point which is East 150.04 feet and South 785.70 feet from the Northwest corner of Section 28, Township 3 South, Range 4 West, Salt Lake Base and Meridian; to the South right of way line of Utah Avenue; thence South 88°58'24" East 280.00 feet; thence South 00°49'28" West 233.50 feet; thence North 88°58'24" West 280.00 feet; thence North 00°49'28" East 233.50 feet to the point of beginning.

TAX ID No. 2-84-19

Exhibit "C"

Easement

A PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 4 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, REMINGTON SUBDIVISION, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 200 NORTH STREET (UTAH AVENUE); RUNNING THENCE SOUTH $00^{\circ}49'28''$ WEST 175.72 FEET ALONG THE WEST LINE OF SAID LOT 1; THENCE NORTH $88^{\circ}58'24''$ WEST 50.00 FEET TO THE WEST LINE OF LOT 2 OF SAID SUBDIVISION; THENCE NORTH $00^{\circ}49'28''$ EAST 175.72 FEET ALONG SAID WEST LINE TO SAID RIGHT-OF-WAY LINE; THENCE SOUTH $88^{\circ}58'24''$ EAST 50.00 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

BASIS OF BEARING IS THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 4 WEST OF THE SALT LAKE BASE AND MERIDIAN.

SITUATE IN THE COUNTY OF TOOELE, UTAH.

2-84-19 & 284-20

