

18-13

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08/02/2002 08:46 AM 57.00  
Book - 8628 Pg - 2329-2346  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
WOODBURY CORP  
ATTN: JOHN KESLER  
2733 E PARLEYS WY STE 300  
SLC UT 84109  
BY: ZJM, DEPUTY - WT 18

**CROSS EASEMENT AGREEMENT**

This Agreement ("Agreement") is made and entered into this 26 day of June, 2002 by and between Medical Leasing Limited, a Utah limited partnership ("MLL"), Zions First National Bank, a national banking association ("ZFNB"), Health South Salt Lake Surgical Center ("Health South") and Medwood, L.C., a Utah limited liability company ("Medwood").

**RECITALS**

8310547

- A. MLL is the fee title owner of certain real property (the "Property") located in Salt Lake County, Utah as set forth on the site plan ("Site Plan") which Site Plan includes the Property master plan ("Master Plan") attached hereto as Exhibit "A" and by this reference made a part hereof and further described by metes and bounds on Exhibit "B" attached hereto and by this reference made a part hereof. Exhibit "C" which by this reference is made a part hereof is a site plan of parcel designations described herein.
- B. ZFNB is the ground lessee from MLL of a parcel of real property designated as the "ZFNB Parcel" on the Site Plan and further described by metes and bounds on Exhibit "D" which by this reference is made a part hereof.
- C. Health South is a ground lessee from MLL of a parcel of real property designated as the "Health South Parcel" on the Site Plan and is further described by metes and bounds on Exhibit "E" which by this reference is made a part hereof.
- D. Medwood is a lessee in a ground lease ("Medwood Ground Lease") from MLL of a parcel of real property designated as the "Medwood Parcel" on the Site Plan as further described by metes and bounds on Exhibit "F" which by this reference is made a part hereof.
- E. Medwood has an option to ground lease a parcel of real property from MLL designated as the "Option Parcel" on the Site Plan as further described by metes and bounds on Exhibit "G", which by this reference is made a part hereof.
- F. Based on certain provisions of said Medwood Ground Lease, the Medwood Parcel is supplemented by one or more of three parcels within the Option Parcel set forth on Exhibit "H" and in such instances, the Option Parcel shall similarly be reduced thereby.
- G. MLL is reserving a parcel of real property for further development designated as the "Restaurant Pad Parcel" on Exhibit "A" and further described by metes and bounds on Exhibit "I" which this reference is made a part hereof.

BK 8628 PG 2329

- H. All of said parcels (individually "Parcel" and collectively "Parcels") described in Exhibits D, E, F, G and I collectively comprise the Property.
- I. The development of the Medwood Parcel by Medwood shall serve to interconnect the parking and street access areas of the ZFNB Parcel, the Health South Parcel and the Medwood Parcel. It is contemplated that any development of the Option Parcel and the Restaurant Pad Parcel shall further interconnect parking and access areas throughout the Property.
- J. The parties to this Agreement ("Parties") comprise all of the owners of all fee title and ground leasehold interests in and to the Property, and all of the Parties desire to enter into the following Agreement to facilitate parking, access and pedestrian and vehicular traffic on each of the Parcels and throughout the entire Property.

#### AGREEMENT

NOW THEREFORE for good and valuable mutual consideration set forth herein the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. GRANT OF EASEMENT. Each of the parties hereby grant to each of the other Parties to this Agreement an easement on the Property to the extent of each granting party's right, title and interest in and to the Property as follows:

A non-exclusive easement ("Easement") for pedestrian and vehicular ingress, egress and traffic and vehicular parking over and across those portions of the Property specifically designed for such ingress, egress, traffic and parking as constituted from time to time.

2. LIMITATIONS ON GRANT OF EASEMENT. The following are limitations on the grant of Easement set forth in Section 1:

Ten percent (10%) of the designated parking spaces on each Parcel but no fewer than eight (8) spaces per parcel and twenty (20) spaces on the Zions Parcel may be designated for exclusive use and not subject to the Easement. Current exclusive use parking areas on the Property are designated on the Site Plan. The location of said exclusive use parking areas on each of the Parcels may be changed from time to time. The Party with rights to designate parking on each Parcel shall give notice to the other Parties of any such change. Such exclusive parking areas shall not be located in areas which would in any material way disrupt the flow of the vehicular and pedestrian traffic across the Property nor be located in areas which draw significant visitor parking related to more than one of the Parcels.

3. EMPLOYEE PARKING. All employee parking related to businesses on the Parcels must be located solely on the Parcel where the business is located and in areas that do not disrupt the flow of vehicular and pedestrian traffic across the Property and that do not draw significant visitor parking related to more than one of the Parcels.
4. INDEMNITY AS TO THIRD PARTY CLAIMS. Each Party shall indemnify, defend and hold each other Party, its successors, assigns, and agents harmless from any and all claims, liability, losses, costs, damages, charges, or expenses which may be incurred as a result of any act or omission of the indemnifying Party, its tenants, employees, contractors, or agents in the use of the Easement on the Parcel of the indemnified Party. If any action, claim or demand is made against the indemnified Party for any act or omission of the indemnifying Party, the indemnifying Party agrees to assume the expense and shall pay all costs, charges, attorney fees, settlements, judgment or other expenses incurred by or obtained against the indemnified Party.
5. INSURANCE. Each Party shall obtain and maintain at all times commercial general liability insurance insuring against claims on account of death, bodily injury or property damage that may arise from or be occasioned by the condition, use or occupancy of the Easement as located on its respective Parcel or resulting from the use of another Parcel by such Party's agents, employees or invitees. Said insurance shall be obtained and maintained in a reputable insurance company or companies qualified to do business in the State of Utah with a rating in the Best's Key Rating Guide of A- Class XI or better and having limits for bodily injury or death in the amounts of not less than \$1,000,000 for injury to or death of one person, \$2,000,000 for injury or death of more than one person in one accident, and property damage insurance in an amount of not less than \$1,000,000 (or, as an alternative, single limit coverage in the amount of \$2,000,000). Such insurance shall name each other Party as an additional insured. From time to time and upon written request by an Party, a certificate of insurance shall be furnished by each providing Party showing the required coverage. Such insurance shall provide that the insurance may not be canceled without at least thirty (30) days prior written notice by the insurer to each Party named as an additional insured and shall provide for waiver of subrogation rights. Said insurance may be carried under a "blanket" policy or policies covering other properties of the providing Party and its subsidiaries, controlling or affiliated corporations and entities. Any insurance required to be maintained by a Party hereunder may be maintained in whole or in part either under a plan of self-insurance or from a carrier which specializes in providing coverage to or for such Party or its affiliates or firms in the same or related businesses, so long as such Party's net worth exceeds \$ 100,000,000.
6. PROPERTY MAINTENANCE STANDARDS. The responsible Party for each Parcel shall maintain its Parcel at its own expense; including specifically, those areas covered by the Easement, consistent with the following standards and categories of maintenance:

- a. Maintain the surfaces intended for parking and vehicular and pedestrian traffic in a level, smooth, safe and evenly covered condition;
- b. Remove all papers, debris, filth and refuse and thoroughly sweep the area to the extent reasonably necessary to keep the area in a clean and orderly condition and free of dirt and debris;
- c. Place, keep in repair and replace any necessary or appropriate directional signs, markers and lines;
- d. Operate, keep in repair and replace, where necessary, such artificial lighting facilities as shall be reasonably required for adequate lighting;
- e. Maintain all landscaped areas in a trimmed condition and making such replacements of shrubs and other landscaping as is reasonably necessary;
- f. Provide necessary repairs to all roofs and building exteriors to maintain the function and appearance of such items; and
- g. Provide snow removal.

From time to time the Parties may elect to arrange collectively for maintenance of the Property as to any of the above categories and standard.

7. MASTER PLAN DEVELOPMENT. As each Party develops or modifies the improvements on its Parcel generally consistent with the Master Plan or modifications thereof, which development or modification shall be at such party's own expense, such Party may be required to install utilities or disturb improvements on adjoining Parcels. Any such installation or disturbance shall be pursued at the cost of the disturbing Party in close and cooperative communication with the Party whose Parcel is being disturbed and in such a manner as to reasonably minimize the impact on the Parcel being disturbed. Any such improvements which have been disturbed shall be restored to no less than their previous condition by the disturbing Party as soon as reasonably practical. Notwithstanding the foregoing, the disturbing Party is authorized to make modifications to adjoining Parcels in conjunction with the development of its Parcel consistent with the Master Plan or modifications thereof, if such modifications contributes to achieving the integrity of the full development of the Master Plan or otherwise upgrade the improvements on the adjoining Parcel. Any material modification of improvements on an adjoining Parcel in this regard requires the approval of the Party whose Parcel is being affected, which approval shall not be unreasonably withheld. A Party on whose Parcel a utility line is installed for the purposes set forth herein shall reasonably cooperate in granting an easement therefor.

8. BINDING EFFECT. All of the covenants, conditions, declarations and the Easement contained herein, including the benefits and burdens thereof, shall run with the land and shall benefit and bind the heirs, successors and assigns of the Parties, and all current and future fee title owners and ground lessees of the benefited and burdened Parcels or any portion thereof.
9. NO PUBLIC DEDICATION. The Easement established, granted and conveyed hereunder is for the use and benefit of the Parties, and their respective tenants, licensees, guests and invitees and are not intended to confer any benefit or right upon the general public.
10. DURATION. The Easement herein granted runs with the land and has a duration of 80 years from the date hereof. Upon expiration of the Easement, all Parties agree to execute any documents reasonably necessary to remove the Easement as an encumbrance on the Property.
11. MODIFICATION. This Agreement shall not be modified unless expressly agreed to in writing by each of the Parties.
12. The parties hereto agree to promptly arrange for existing lien holders of the parties, if any, to subordinate their liens to this Cross Easement Agreement through a written and recorded subordination.
13. If traffic "cutting the corner" through the ZFNB Parcel becomes in ZFNB's opinion too heavy, then ZFNB shall have the right to make such maneuver more difficult or less convenient for motorists, by means of reconfiguring the parking on the ZFNB Parcel at its own expense, subject to approval of the parties hereto or their successors in interest, which approval shall not be unreasonably withheld.
14. 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. In the event of an assignment or conveyance of the interest in a Parcel by any Party to a third party, such assigning or conveying Party shall promptly give notice thereof to the other Parties, and said third party shall promptly give notice of its notice address for purposes of this Agreement to the other Parties.

If to MLL: Medical Leasing Ltd.  
c/o Tom Neff  
448 East 400 South  
Salt Lake City, Utah 84111

With a copy to: Charles R. Brown  
Clyde Snow Sessions & Swenson  
201 South Main Street, Suite #1300  
Salt Lake City, Utah 84111

If to ZFNB: Manager, Property Management Dept  
Zions First National Bank  
10 East South Temple, Suite 1400  
Salt Lake City, Utah 84133

If to Health South: Jay Lighthall  
Salt Lake Surgical Center  
617 East 3900 South  
South Salt Lake, Utah 84107

If to Medwood: Attn: Jeffrey K. Woodbury  
2733 East Parleys Way, #300  
Salt Lake City, Utah 84109

With a copy to: Woodbury Corporation  
Office of General Counsel  
2733 East Parleys Way, #300  
Salt Lake City, Utah 84109

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

**MEDICAL LEASING LIMITED, a Utah limited partnership**

By: RING ENTERPRISES, INC., a Utah corporation,  
General Partner

By: Wallace H. Ring  
Wallace H. Ring, President

**ZIONS FIRST NATIONAL BANK, a national banking association**

By: Eric P. Johnson  
Its: Vice President

**HEALTH SOUTH SALT LAKE SURGICAL CENTER**

By: J. F. [Signature]  
Its: Administrator

**MEDWOOD, L.C., a Utah limited liability company**

By: SEVEN SYNDICATE, L.C., a Utah limited liability company, Manager

By: Jeffrey K. Woodbury  
Jeffrey K. Woodbury, Manager  
By: Orin R. Woodbury  
Orin R. Woodbury, Manager

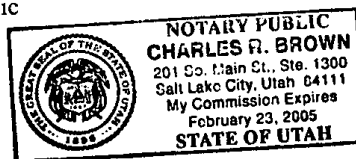
**PARTNERSHIP ACKNOWLEDGMENT**

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

On this 15<sup>th</sup> day of July, 2002 before me personally appeared WALLACE H. RING, to me personally known to be the President of RING ENTERPRISES, INC., general partner of MEDICAL LEASING, LTD., the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Articles of Organization and Operating Agreement.

*[Handwritten Signature]*

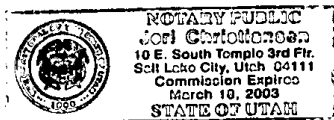
Notary Public



**ACKNOWLEDGMENT**

STATE OF Utah )  
 : ss.  
COUNTY OF Salt Lake )

On this 26<sup>th</sup> day of June, 2002 before me personally appeared Eric B. Stray to me personally known to be the Vice President of ZIONS FIRST NATIONAL BANK, a national banking association, the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.



*[Handwritten Signature]*  
Notary Public

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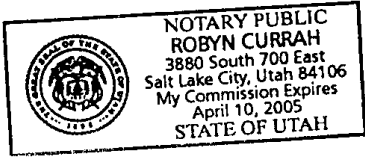
*[Handwritten Signature]*



ACKNOWLEDGMENT

STATE OF )  
 : ss.  
COUNTY OF )

On this 8<sup>th</sup> day of July, 2002 before me personally appeared Jay Lighthall to me personally known to be the Administrator of HEALTH SOUTH SALT LAKE SURGICAL CENTER, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

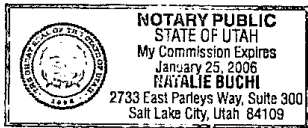


Robyn Currah  
Notary Public

ACKNOWLEDGMENT

STATE OF UTAH )  
 :ss  
COUNTY OF SALT LAKE )

On the 3<sup>rd</sup> day of July, 2002, personally appeared JEFFREY K. WOODBURY and ORIN R. WOODBURY, to me personally known to be the Managers of SEVEN SYNDICATE, L.C., the Manager of MEDWOOD, L.C., the limited liability company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its operating agreement or a resolution of its members.

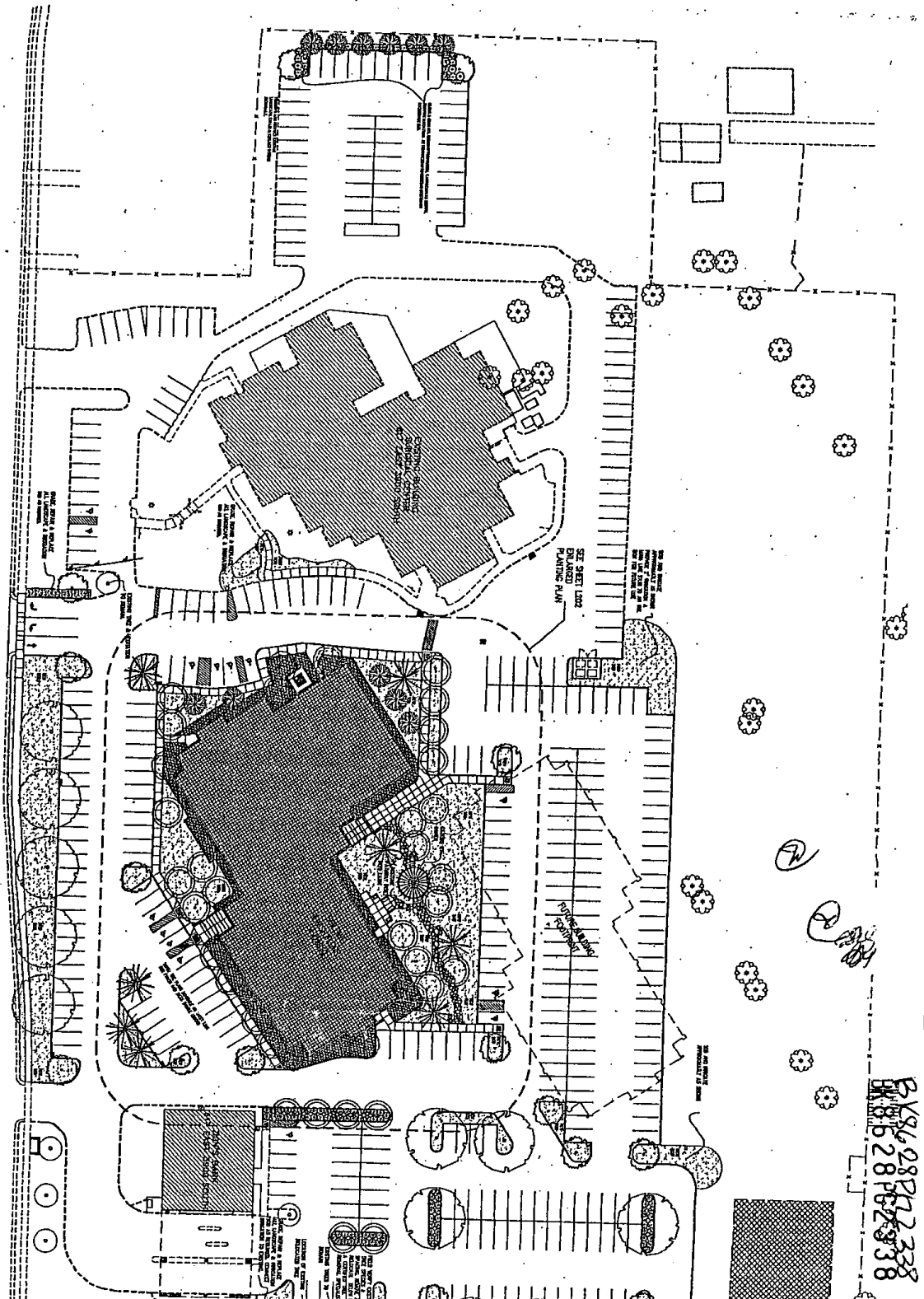


Natalie Buchi  
Notary Public

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*[Handwritten initials]*

# EXHIBIT A



BY 96-08P72338  
R 8628P72338

EXHIBIT "B"

TOTAL PROPERTY DESCRIPTION

WARRANTY DEED DESCRIPTION: BOOK 4299, PAGE 251  
TAX No. 16-31-429-004

BEGINNING AT A POINT ON THE SOUTH LINE OF A STREET, SAID POINT BEING 549.45 FEET NORTH AND 82.96 FEET WEST OF THE SOUTHEAST CORNER OF LOT 2, BLOCK 19, TEN ACRE PLAT "A", BIG FIELD SURVEY, AND RUNNING THENCE SOUTH 136.00 FEET; THENCE WEST 80.00 FEET; THENCE NORTH 136.00 FEET TO THE SOUTH LINE OF SAID STREET; THENCE EAST 80.00 FEET ALONG SAID STREET TO THE POINT OF BEGINNING.

CONTAINS: 0.250 ACRES (AS DESCRIBED)

WARRANTY DEED DESCRIPTION: BOOK 6860, PAGE 1782  
TAX No. 16-31-429-005

BEGINNING AT THE NORTHWEST CORNER OF THE INTERSECTION OF 700 EAST AND 3900 SOUTH STREETS, SAID POINT BEING NORTH 89°58'25" WEST 62.00 FEET AND NORTH 00°11'40" EAST 20.00 FEET FROM THE SOUTHEAST CORNER OF LOT 1, BLOCK 19, TEN ACRE PLAT "A", BIG FIELD SURVEY, AND RUNNING THENCE NORTH 89°58'25" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 3900 SOUTH STREET 166.00 FEET; THENCE NORTH 00°11'40" EAST 300.00 FEET; THENCE SOUTH 89°58'25" EAST 166.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF 700 EAST STREET; THENCE SOUTH 00°11'40" WEST ALONG SAID WEST LINE 300.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1.143 ACRES (AS DESCRIBED)

WARRANTY DEED DESCRIPTION: BOOK 6860, PAGE 1785  
TAX No. 16-31-429-016

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 3900 SOUTH STREET, SAID POINT BEING NORTH 00°12'23" EAST 7.00 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 19, TEN ACRE PLAT "A" BIG FIELD SURVEY AND RUNNING THENCE NORTH 00°12'23" EAST 141.69 FEET; THENCE NORTH 89°58'40" WEST 163.33 FEET; THENCE NORTH 00°12'30" EAST 74.61 FEET; THENCE SOUTH 89°58'48" EAST 133.26 FEET; THENCE NORTH 00°12'44" EAST 150.21 FEET; THENCE SOUTH 89°59'03" EAST 30.06 FEET; THENCE NORTH 00°12'23" EAST 36.05 FEET; THENCE SOUTH 89°59'08" EAST 250.53 FEET; THENCE SOUTH 00°12'11" WEST 18.03 FEET; THENCE SOUTH 89°59'08" EAST 90.19 FEET; THENCE SOUTH 00°12'11" WEST 140.21 FEET; THENCE NORTH 89°58'51" WEST 90.20 FEET; THENCE SOUTH 00°12'11" WEST 244.36 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 3900 SOUTH STREET; THENCE NORTH 89°58'25" WEST ALONG SAID NORTH LINE 250.58 FEET TO THE POINT OF BEGINNING.

CONTAINS: 2.989 ACRES (AS DESCRIBED)

WARRANTY DEED DESCRIPTION: BOOK 6860, PAGE 1786  
TAX No. 16-31-429-015

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 3900 SOUTH STREET, SAID POINT BEING NORTH 0°12'23" EAST 7.00 FEET AND SOUTH 89°58'25" EAST 250.58 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 19, 10 ACRE PLAT "A" BIG FIELD SURVEY AND RUNNING THENCE NORTH 0°12'11" EAST 244.36 FEET; THENCE SOUTH 89°58'51" EAST 90.20 FEET; THENCE NORTH 0°12'11" EAST 140.21 FEET; THENCE NORTH 89°59'08" WEST 90.19 FEET; THENCE NORTH 0°12'11" EAST 18.03 FEET; THENCE NORTH 89°59'08" WEST 250.53 FEET; THENCE SOUTH 0°12'23" WEST 36.05 FEET; THENCE NORTH 89°59'03" WEST 30.06 FEET; THENCE SOUTH 0°12'24" WEST 150.21 FEET; THENCE NORTH 89°58'48" WEST 133.26 FEET; THENCE NORTH 0°12'30" EAST 190.65 FEET; THENCE SOUTH 89°59'08" EAST 80.17 FEET; THENCE NORTH 0°12'28" EAST 136.18 FEET; THENCE SOUTH 89°59'25" EAST 83.14 FEET TO THE WEST LINE OF AFOREMENTIONED LOT 1; THENCE NORTH 0°12'23" EAST ALONG SAID WEST LINE 24.80 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°59'25" EAST ALONG THE NORTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF ELAINE GARDEN NO. 4 SUBDIVISION, 698.66 FEET TO THE WEST RIGHT OF WAY LINE OF 700 EAST STREET; THENCE SOUTH 0°11'40" WEST ALONG SAID WEST LINE 255.19 FEET; THENCE NORTH 89°58'25" WEST 166.00 FEET; THENCE SOUTH 0°11'40" WEST 300.00 FEET TO THE NORTH RIGHT OF WAY LINE OF 3900 SOUTH STREET; THENCE NORTH 89°58'25" WEST ALONG SAID NORTH LINE 34.16 FEET; THENCE SOUTH 85°07'31" WEST ALONG SAID NORTH LINE 150.56 FEET; THENCE NORTH 89°58'25" WEST ALONG SAID NORTH LINE 98.07 FEET TO THE POINT OF BEGINNING.

CONTAINS: 6.15 ACRES (AS DESCRIBED)

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# EXHIBIT C

3790 SOUTH

N.W. CORNER LOT 1

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PHASE 2 PARCEL

HOUSE  
DRIVEWAY

PHASE 1  
SUBSTITUTION  
PARCEL

ALTERNATIVE  
PARCEL

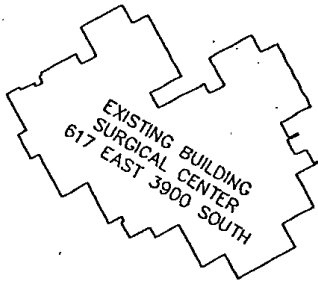
PHASE 1  
TEMPORARY  
PARCEL

RESTAURANT  
PARCEL

P.O.B. PHASE 1  
TEMP. PARCEL

P.O.B. RESTAURANT

SURGICAL CENTER  
PARCEL



PHASE 1 PARCEL

ZION'S BANK

700 EAST

3900 SOUTH

FOUND BRASS CAP @ 500 E. & 3900 SO.

S.W. CORNER OF LOT 1, BLOCK 19, PLAT "A", BIG FIELD SURVEY

S.W. CORNER OF LOT 2, BLOCK 19, PLAT "A", BIG FIELD SURVEY

P.O.B. SURGICAL CENTER

P.O.B. PHASE 1

FOUND BRASS CAP @ 700 E. & 3900 SO.

SCALE: 1"=100'

FOR:  
WOODBURY CORP.  
SHEET 1 OF 2

700 EAST 3900 SOUTH  
SALT LAKE COUNTY  
SALT LAKE CITY, UTAH

BY:  
MILLER ASSOCIATES, INC.  
3060 W. CALIFORNIA AVE.  
SALT LAKE CITY, UT

**EXHIBIT "D"**

**ZFNB PARCEL**

BEGINNING AT THE NORTHWEST CORNER OF THE INTERSECTION OF 700 EAST AND 3900 SOUTH STREETS, SAID POINT BEING NORTH 89°58'25" WEST 62.00 FEET AND NORTH 00°11'40" EAST 20.00 FEET FROM THE SOUTHEAST CORNER OF LOT 1, BLOCK 19, TEN ACRE PLAT "A", BIG FIELD SURVEY, AND RUNNING THENCE NORTH 89°58'25" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 3900 SOUTH STREET 166.00 FEET; THENCE NORTH 00°11'40" EAST 300.00 FEET; THENCE SOUTH 89°58'25" EAST 166.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF 700 EAST STREET; THENCE SOUTH 00°11'40" WEST ALONG SAID WEST LINE 300.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1.143 ACRES (AS DESCRIBED)

*Handwritten initials*

BK 8628 PG 234 1

EXHIBIT "E"

SURGICAL CENTER PARCEL DESCRIPTION

#6 Surgical Center Parcel Description

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 3900 SOUTH STREET, SAID POINT BEING NORTH 00°12'23" EAST 7.00 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 19, TEN ACRE PLAT "A" BIG FIELD SURVEY AND RUNNING THENCE NORTH 00°12'23" EAST 141.5 FEET; THENCE NORTH 89°58'25" WEST 162.96 FEET; THENCE NORTH 00°12'23" EAST 171.00 FEET; THENCE SOUTH 89°58'48" EAST 132.90 FEET; THENCE NORTH 00°12'24" EAST 54.00 FEET; THENCE SOUTH 89°59'03" EAST 30.06 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°12'23" EAST ALONG SAID WEST LINE 36.05 FEET; THENCE SOUTH 89°59'08" EAST 199.88 FEET; THENCE SOUTH 00°12'11" WEST 52.54 FEET; THENCE SOUTH 89°59'06" EAST 50.64 FEET; THENCE SOUTH 00°12'11" WEST 350.05 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 3900 SOUTH STREET; THENCE NORTH 89°58'25" WEST ALONG SAID NORTH LINE 250.58 FEET TO THE POINT OF BEGINNING.

CONTAINS: 2.931 ACRES, MORE OR LESS, (AS DESCRIBED)

*(Handwritten initials)*

BK8628PG2342

**EXHIBIT "F"**

**CENTER SQUARE PARCEL DESCRIPTION**

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 3900 SOUTH STREET, SAID POINT BEING NORTH 00°12'23" EAST 7.00 FEET AND SOUTH 89°58'25" EAST ALONG SAID NORTH LINE 250.58 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 19, TEN ACRE PLAT "A" BIG FIELD SURVEY AND RUNNING THENCE NORTH 00°12'11" EAST 350.05 FEET; THENCE NORTH 89°59'06" WEST 50.64 FEET; THENCE NORTH 00°12'11" EAST 141.88 FEET; THENCE SOUTH 89°59'06" EAST 140.84 FEET; THENCE SOUTH 00°12'11" WEST 168.68 FEET; THENCE SOUTH 34°12'15" EAST 85.68 FEET; THENCE NORTH 55°59'13" EAST 223.84 FEET; THENCE NORTH 00°11'40" EAST 47.59 FEET; THENCE SOUTH 89°58'25" EAST 123.93 FEET TO THE WEST RIGHT-OF-WAY LINE OF 700 EAST STREET; THENCE SOUTH 00°11'40" WEST ALONG SAID WEST LINE 112.41 FEET; THENCE NORTH 89°58'25" WEST 166.00 FEET; THENCE SOUTH 00°11'40" WEST 300.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 3900 SOUTH STREET; THENCE NORTH 89°58'25" WEST ALONG SAID NORTH LINE 34.16 FEET; THENCE SOUTH 85°07'31" WEST ALONG SAID NORTH LINE 150.56 FEET; THENCE NORTH 89°58'25" WEST ALONG SAID NORTH LINE 98.07 FEET TO THE POINT OF BEGINNING.

CONTAINS: 2.833 ACRES, MORE OR LESS, (AS DESCRIBED)

*Handwritten initials*

EXHIBIT "G"

OPTION PARCEL DESCRIPTION

BEGINNING AT A POINT NORTH 00°12'23" EAST 148.50 FEET AND NORTH 89°58'25" WEST 162.96 FEET AND NORTH 00°12'23" EAST 171.00 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 19, TEN ACRE PLAT "A" BIG FIELD SURVEY AND RUNNING THENCE NORTH 00°12'23" EAST 230.44 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 3790 SOUTH STREET; THENCE SOUTH 89°59'25" EAST ALONG SAID SOUTH LINE 162.96 FEET; THENCE NORTH 00°12'23" EAST 25.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°59'25" EAST ALONG THE NORTH LINE OF SAID LOT 1 518.66 FEET; THENCE SOUTH 00°11'40" WEST 100.11 FEET; THENCE SOUTH 89°58'25" EAST 55.55 FEET; THENCE SOUTH 00°11'40" WEST 42.67 FEET; THENCE NORTH 89°58'25" WEST 55.55 FEET; THENCE SOUTH 00°11'40" WEST 21.34 FEET; THENCE NORTH 89°58'25" WEST 177.96 FEET; THENCE NORTH 00°12'11" EAST 87.96 FEET; THENCE NORTH 89°59'06" WEST 340.72 FEET; THENCE SOUTH 00°12'23" WEST 125.39 FEET; THENCE NORTH 89°59'03" WEST 30.06 FEET; THENCE SOUTH 00°12'24" WEST 54.00 FEET; THENCE NORTH 89°58'48" WEST 132.90 FEET TO THE POINT OF BEGINNING.

CONTAINS: 2.145 ACRES, MORE OR LESS, (AS DESCRIBED)

TOGETHER WITH

BEGINNING AT A POINT NORTH 00°12'23" EAST 7.00 FEET AND SOUTH 89°58'25" EAST 348.65 FEET AND NORTH 85°07'31" EAST 150.56 FEET AND SOUTH 89°58'25" EAST 200.16 FEET AND NORTH 00°11'40" EAST 412.41 FEET AND NORTH 89°58'25" WEST 123.93 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 19, TEN ACRE PLAT "A" BIG FIELD SURVEY AND RUNNING THENCE SOUTH 00°11'40" WEST 47.59 FEET; THENCE SOUTH 55°59'13" WEST 223.84 FEET; THENCE NORTH 34°12'15" WEST 85.68 FEET; THENCE NORTH 00°12'11" EAST 80.72 FEET; THENCE SOUTH 89°58'25" EAST 177.96 FEET; THENCE NORTH 00°11'40" EAST 21.34 FEET; THENCE SOUTH 89°58'25" EAST 55.55 FEET TO THE POINT OF BEGINNING.

CONTAINS: 0.534 ACRES, MORE OR LESS, (AS DESCRIBED)

TOGETHER WITH

BEGINNING AT A POINT NORTH 00°12'23" EAST 148.50 FEET AND NORTH 89°58'25" WEST 162.96 FEET AND NORTH 00°12'23" EAST 171.00 FEET AND SOUTH 89°58'48" EAST 132.90 FEET AND NORTH 00°12'24" EAST 54.00 FEET AND SOUTH 89°59'03" EAST 30.06 FEET AND NORTH 00°12'23" EAST 36.05 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 19, TEN ACRE PLAT "A" BIG FIELD SURVEY AND RUNNING THENCE NORTH 00°12'23" EAST 89.34 FEET; THENCE SOUTH 89°59'06" EAST 199.88 FEET; THENCE SOUTH 00°12'11" WEST 89.34 FEET; THENCE SOUTH 89°59'08" WEST 199.88 FEET TO THE POINT OF BEGINNING.

CONTAINS: 0.410 ACRES, MORE OR LESS, (AS DESCRIBED)



**EXHIBIT "H"**  
**PHASE 1 SUPPLEMENTARY PARCELS**

**#3**    Temporary Parcel Description:

BEGINNING AT A POINT NORTH 00°12'23" EAST 7.00 FEET AND SOUTH 89°58'25" EAST 348.65 FEET AND NORTH 85°07'31" EAST 150.56 FEET AND SOUTH 89°58'25" EAST 200.16 FEET AND NORTH 00°11'40" EAST 412.41 FEET AND NORTH 89°58'25" WEST 123.93 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 19, TEN ACRE PLAT "A" BIG FIELD SURVEY AND RUNNING THENCE SOUTH 00°11'40" WEST 47.59 FEET; THENCE SOUTH 55°59'13" WEST 223.84 FEET; THENCE NORTH 34°12'15" WEST 85.68 FEET; THENCE NORTH 00°12'11" EAST 80.72 FEET; THENCE SOUTH 89°58'25" EAST 177.96 FEET; THENCE NORTH 00°11'40" EAST 21.34 FEET; THENCE SOUTH 89°58'25" EAST 55.55 FEET TO THE POINT OF BEGINNING.

CONTAINS: 0.534 ACRES, MORE OR LESS, (AS DESCRIBED)

**#2**    Phase I Substitution Parcel Description:

BEGINNING AT A POINT NORTH 00°12'23" EAST 148.50 FEET AND NORTH 89°58'25" WEST 162.96 FEET AND NORTH 00°12'23" EAST 171.00 FEET AND SOUTH 89°58'48" EAST 132.90 FEET AND NORTH 00°12'24" EAST 54.00 FEET AND SOUTH 89°59'03" EAST 30.06 FEET AND NORTH 00°12'23" EAST 36.05 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 19, TEN ACRE PLAT "A" BIG FIELD SURVEY AND RUNNING THENCE NORTH 00°12'23" EAST 89.34 FEET; THENCE SOUTH 89°59'06" EAST 199.88 FEET; THENCE SOUTH 00°12'11" WEST 89.34 FEET; THENCE SOUTH 89°59'08" WEST 199.88 FEET TO THE POINT OF BEGINNING.

CONTAINS: 0.410 ACRES, MORE OR LESS, (AS DESCRIBED)

Alternative Parcel Description:

BEGINNING AT A POINT NORTH 00°12'23" EAST 148.50 FEET AND NORTH 89°58'25" WEST 162.96 FEET AND NORTH 00°12'23" EAST 171.00 FEET AND SOUTH 89°58'48" EAST 69.68 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 19, TEN ACRE PLAT "A" BIG FIELD SURVEY AND RUNNING THENCE NORTH 00°12'23" EAST 179.39 FEET; THENCE SOUTH 89°59'06" EAST 93.29 FEET; THENCE SOUTH 00°12'23" WEST 125.39 FEET; THENCE NORTH 89°59'03" WEST 30.05 FEET; THENCE SOUTH 00°12'44" WEST 54.00 FEET; THENCE NORTH 89°58'48" WEST 63.23 FEET TO THE POINT OF BEGINNING.

CONTAINS: 0.347 ACRES, MORE OR LESS, (AS DESCRIBED)

BK 8628 PG 2345

EXHIBIT "I"

RESTAURANT PARCEL DESCRIPTION

#5 Restaurant Parcel Description

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 700 EAST STREET, SAID POINT BEING NORTH 00°12'23" EAST 7.00 FEET AND SOUTH 89°58'25" EAST 348.65 FEET AND NORTH 85°07'31" EAST 150.56 FEET AND SOUTH 89°58'25" EAST 200.16 FEET AND NORTH 00°11'40" EAST 412.41 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 19, TEN ACRE PLAT "A" BIG FIELD SURVEY AND RUNNING THENCE NORTH 89°58'25" WEST 123.93 FEET; THENCE NORTH 00°11'40" EAST 42.67 FEET; THENCE NORTH 89°58'25" WEST 55.55 FEET; THENCE NORTH 00°11'40" EAST 100.11 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 89°59'25" EAST ALONG SAID NORTH LINE 180.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF 700 EAST STREET; THENCE SOUTH 00°11'40" WEST ALONG SAID WEST LINE 142.84 FEET TO THE POINT OF BEGINNING.

CONTAINS: 0.536 ACRES, MORE OR LESS, (AS DESCRIBED)

*[Handwritten initials]*