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Upon Recording Return to:

Dennis K. Poole, Esq.
POOLE & ASSOCIATES, L.C.
4543 South 700 East, Suite 200
Salt Lake City, Utah 84107

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08/09/2019 03:32 PM \$40.00
Book - 10814 Pg - 6428-6442
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
LIBERTY SKY ASSOCIATES
6440 S WASATCH BLVD #100
SLC UT 84121
BY: CBP, DEPUTY - WI 15 P.

ACCESS AGREEMENT
(With Temporary Construction Easement)

This Access Agreement (this "**Agreement**") is entered into this 7th day of August, 2019, by and among **BOYER 102, L.C.**, a Utah limited liability company ("**Boyer 102**"), and **BOYER 151, L.C.**, a Utah limited liability company ("**Boyer 151**"). All of the foregoing are hereinafter referred to collectively as the "**Parties**" and each is referred to individually as a "**Party**".

RECITALS

A. Boyer 151 and Boyer 102 executed that certain Declaration of Condominiums of Block 71 Condominiums, dated Aug. 7, 2019, and caused the same to be recorded in the offices of the Salt Lake County Recorder on Aug 9, 2019, as Entry No. 13048894, in Book 10814, beginning at page 6330 (the "**Block 71 Declaration**") and executed a Condominium Plat for Block 71 Condominiums, dated Aug 8, 2019, and caused the same to be recorded in the offices of the Salt lake County Recorder on August 9, 2019, as Entry No. 13048893, in Book 10814, at Page 6329 (the "**Block 71 Plat**").

B. The Block 71 Declaration and Block 71 Plat cover that certain real property located in Salt Lake City, Salt Lake County, State of Utah, more particularly described on Exhibit "A" attached hereto (herein referred to as the "**Block 71 Property**").

C. The Block 71 Property is subject to and benefitted by that certain "Reciprocal Easements Agreement" by and between The United States of America, acting by and through the Administrator of General Services (the "Government"), and Boyer QC Holdings, L.C., a Utah limited liability company ("Boyer QC"), Recorded in the Salt Lake County Records June 4, 2014, as Entry No. 11860095, in Book 10235, beginning at Page 7647, as amended by that Amendment to Reciprocal Easement Agreement made and entered into December 6, 2017, by and between the Government, Boyer 102 and Boyer 151, as successor property owners to Boyer QC, recorded December 12, 2017, as Entry No. 12677766, in Book 10628, beginning at Page 8361 (herein the "**Reciprocal Easements Agreement**"), which provides shared access to State Street and 200 East Street, located in Salt Lake City, Utah.

D. The Block 71 Declaration and the Block 71 Plat created three (3) condominium units (each a "**Condominium Unit**" and collectively the "**Condominium Units**"), one (1) designated as the "**Residential Unit**", one (1) designated as the "**Commercial Parking Unit**", and

one designated as the "**Residential Parking Unit**" (herein, the "**Residential Parking Unit**" and the Commercial Parking Unit are sometimes collectively referred to as the "**Parking Units**"). As of the date of this Agreement, Boyer 102 is the Owner of the Commercial Parking Unit (together with its successors in interest to the Commercial Parking Unit, the "**Commercial Parking Owner**"), and Boyer 151 is the Owner of the Residential Unit and the Residential Parking Unit (together with its successors in interest to the Residential Unit and the Residential Parking Unit, the "**Residential Units Owner**"). It is anticipated that a successor Residential Units Owner will construct a multi-family housing project within the Residential Unit and that the Residential Parking Unit will provide parking for the occupants of the multi-family housing project.

E. It is intended that each of the Owners of the Condominium Units and their respective Benefitted Parties (as defined in the Reciprocal Easements Agreement) shall be successors to Boyer 102's and Boyer 151's respective interests in the Block 71 Property and therefore entitled to all of the benefits and burdens arising under or afforded by the Reciprocal Easements Agreement, including but not limited to ingress and egress from State Street and 200 East Street, Salt Lake City, Utah, notwithstanding that the Commercial Parking Unit may contain within its boundaries a portion of the Reciprocal Access Easement Area. Consequently, those owning and occupying the Residential Unit and the Residential Parking Unit will be sharing with those owning and occupying the Commercial Parking Unit the entrance road, drive lanes, curbs and related facilities located within the Commercial Parking Unit.

F. The parking garage to be constructed within the Residential Parking Unit, consisting of four (4) parking levels (the "**Residential Parking Garage**"), will be constructed by a purchaser and successor Owner of the Residential Parking Unit or its authorized designee, immediately adjacent to and south of the parking garage currently existing within a portion of the Commercial Parking Unit, consisting of seven (7) parking levels, including a basement and roof parking level (the "**Boyer Parking Garage**"). Access to the Residential Parking Garage for vehicular parking is only possible via access from and across the immediately adjacent and corresponding levels of the Boyer Parking Garage. Consequently, those using the Residential Parking Garage will be sharing access ramps, drive lanes and related facilities located within the Boyer Parking Garage and Commercial Parking Unit.

G. In connection with the operation of the Commercial Parking Unit, including those areas covered in part by the Reciprocal Easements Agreement and the Boyer Parking Garage, the Parties desires to enter into this Agreement in order to, among other things, grant a temporary construction easement for the benefit of the Owners of the Residential Unit and the Residential Parking Unit and to establish certain rights and obligations with respect to the Residential Unit and Residential Parking Unit and between and among the Condominium Units.

NOW, THEREFORE, for the foregoing purposes, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties enter into this Agreement and make the following declarations, create the following licenses and rights of use and establish the following covenants and restrictions, all of which apply to, bind, affect and run with title to the Block 71 Property and each of the Condominium Units:

AGREEMENT

1. Definitions. Certain terms which are used in this Agreement are defined in this Agreement prior to this Section. In addition to those previously defined terms, the following terms shall have the meanings indicated.

(a) **"Access Areas"** means (i) all areas within the Boyer Parking Garage and otherwise located within or upon the Commercial Parking Unit designated or intended to be used at any time and from time to time as traffic lanes, driveways, walkways or similar areas for ingress and egress of vehicles and pedestrians; and (ii) the "Reciprocal Access Easement Area" described in the Reciprocal Easement Agreement. For purposes of clarity, the Access Areas do not include the parking stalls within the Boyer Parking Garage.

(b) **"Benefitted Parties"** means, with respect to the Residential Unit and the Residential Parking Unit, the Owners and Occupants of the Residential Unit and the Residential Parking Unit, and their respective employees, customers, guests, invitees and licensees, as applicable.

(c) **"Boyer Approved Plans"** has the meaning specified in Section 2(c) below.

(d) **"Construction Easement Area"** means collectively (i), (ii) and (iii) where (i) is the Reciprocal Easements Area as defined in the Reciprocal Easement Agreement; (ii) is a portion of the area within the Commercial Parking Unit (limited to the area above the improvements located thereon as provided herein), the areas described in (i) and (ii) further limited however to those portions of the Reciprocal Easements Area and the Commercial Parking Unit immediately underneath the path of the swingway as depicted upon Exhibit "B" attached hereto; and (iii) are areas consisting of the connecting locations of drive isles between the Boyer Parking Garage and the Residential Parking Garage at each level of parking as shown on the Boyer Approved Plans, and the exterior surface of the entire south wall of the Boyer Parking Garage (herein collectively referred to as the "South Wall Easement Area") subject to the further conditions specified herein.

(e) **"Construction Term"** means the period of time commencing with the execution of this Agreement and ending upon the first to occur of the following: (i) the Residential Units Owner obtains from Salt Lake City Corporation a permanent certificate of occupancy which allows the use of the Residential Unit and the Residential Parking Unit for their intended purposes; or (ii) the expiration of five (5) years from the date of this Agreement.

(f) **"Index"** means the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics (the **"Bureau"**) "All Items" for All Urban Consumers, U.S. City Average (1982-84 = 100). Should the Bureau discontinue the publication of the Index, publish the same less frequently or alter the same in some other manner, the most nearly comparable index or procedure as agreed to by each of the Owners will be substituted therefor.

(g) **“Mortgage”** means a recorded mortgage, deed of trust or other security agreement creating a lien on an Owner’s interest in a Condominium Unit or a portion of a Condominium Unit as security for the payment of indebtedness.

(h) **“Mortgagee”** means the mortgagee, beneficiary or other secured party under a Mortgage.

(i) **“Occupant”** means any Person that, by virtue of a contract to purchase, a lease, a rental arrangement, a license, a condominium declaration or any other instrument, agreement, contract, document, understanding or arrangement has a legal entitlement to occupy, possess or use the Residential Unit, or any Parking Unit, or portion thereof, respectively.

(j) **“Owner”** means the Person that, at the time concerned, is the owner of record in the office of the County Recorder of a fee interest in the Residential Unit or any Parking Unit or portion of any Parking Unit. In the event that, at any time, more than one Person owns the fee interest in the Residential Unit or a Parking Unit, they shall constitute one (1) Owner, and liability of each such Person for performance or compliance with the applicable provisions of this Agreement shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term “Owner” shall not mean or include a Mortgagee unless and until such Person has acquired fee title to the Residential Unit or a Parking Unit encumbered by a Mortgage pursuant to foreclosure, trustee’s sale or any arrangement or proceeding in lieu thereof.

(k) **“Person”** means a natural person or a legal entity.

(l) **“Temporary Construction Easement”** shall have the meaning set forth in Section 3 below.

2. **Grant of Easement.** Boyer 102, as the Commercial Parking Owner, hereby grants and conveys the following easements appurtenant to each of the Residential Unit and the Residential Parking Unit for the benefit of the Benefitted Parties, which easements shall be appurtenant to each of the Residential Unit and the Residential Parking Unit:

(a) A reciprocal, non-exclusive, perpetual easement for pedestrian ingress and egress, upon, over and across the Access Areas.

(b) A reciprocal, non-exclusive, perpetual easement for vehicular ingress and egress, upon, over and across the Access Areas.

(c) A perpetual easement for the use of a portion of the footings of the Boyer Parking Garage for the construction, support, maintenance and replacement of the Residential Parking Garage, and for the installation of construction materials to connect the entrance points into the Residential Parking Garage to corresponding levels of the Boyer Parking Garage, all in accordance with construction plans and specifications as approved by Boyer 102 prior to the execution of this Agreement (the “Boyer Approved Plans”).

(d) A "Temporary Construction Easement" over the Construction Easement Area as more particularly defined in Section 3 below, for the duration of the Construction Term.

3. Temporary Construction Easement. The temporary construction easement granted by the provisions of Section 2 (d) over and on the Construction Easement Area is for the sole purpose of facilitating access to the Residential Unit and the Residential Parking Unit for construction to be conducted thereon, including modifications to the Boyer Parking Garage and further includes the right to extend the swingway of a construction crane over those portions of the Construction Easement Area designated in subparagraphs (i) and (ii) of the definition of Construction Easement Area (provided any materials suspended from such swingway are not closer than fifty feet above the surface of the Construction Easement Area), but does not include the staging of materials upon, the performance of construction work upon, or the excavation upon or below the surface of the Construction Easement Area without the prior written approval of Boyer 102, which approval shall not be unreasonably withheld, delayed, or conditioned. Use of the Construction Easement Area as provided herein shall not impair the ability of Boyer 102 and its employees', customers', guests', invitees' and licensees', use, as applicable, of the Access Areas, including parking. If there is a need for any temporary interruption of the access through the Construction Easement Area or the interruption of any parking, such interruption including the dates and times thereof must be approved by Boyer 102 in advance, which approval shall not be unreasonably withheld. With respect to the use of and/or construction within the South Wall Easement Area, such use of the South Wall Easement Area shall be limited to (i) construction activities reasonably necessary to provide for the installation of permanent connections between the Boyer Parking Garage and the Residential Parking Garage at the drive isles as contemplated by the Boyer Approved Plans, and (ii) the attachment of temporary construction drapes to the exterior south surface of the Boyer Parking Garage at all levels to reduce and minimize dust and debris impacting the Boyer Parking Garage during construction of the Residential Parking Garage. As a condition to the grant and continued use of the Temporary Construction Easement, the Residential Units Owner agrees as follows: (a) the Residential Units Owner or its general contractor shall carry commercial general liability insurance and builder's insurance with policy limits of not less than \$3,000,000 which may be achieved by a combination of underlying and umbrella/excess liability policies, and Boyer 102 shall be named as an additional insured under such policies; (b) the Residential Units Owner shall indemnify, defend and hold Boyer 102 harmless from and against any and all loss, damage or injury, including but not limited to mechanics liens filed on the Commercial Parking Unit, occurring as a result of or in connection with the construction work or access to or use of the Temporary Construction Easement by the Residential Units Owner and its contractors; (c) the Residential Units Owner shall satisfy any and all obligations of its general contractor and such general contractor's subcontractors and materialmen with respect to work authorized and performed upon the Boyer Parking Garage, and with respect to the same shall obtain both progress and final lien waivers as applicable on a periodic basis as work is performed on the Boyer Parking Garage; (d) Boyer 102 and its designers and/or secured lenders may inspect at their own expense construction work related to the connection of the Residential Parking Garage to the Boyer Parking Garage as anticipated in Recital F and Section 2(c) of this Agreement, to assure themselves that such work is consistent with the Boyer Approved Plans; and (e) by the end of the Construction Term, the Residential Units Owner or its general

contractor shall restore the Construction Easement Area to its prior condition (except where modifications are anticipated in Section 2(c) above), including but not limited to the restoration and/or replacement of curb walls or asphalt areas.

4. Maintenance of the Access Areas. The Commercial Parking Owner shall be obligated to operate and maintain the Access Areas on or within the Commercial Parking Unit in accordance with the provisions of this Agreement. The Commercial Parking Owner in its sole discretion, may contract with a Person or Persons to fulfill some or all of its management responsibilities. In the event that the Commercial Parking Owner fails and/or refuses to operate and maintain the Access Areas in accordance with this Agreement and applicable law, after written notice to the Commercial Parking Owner as specified herein and Commercial Parking Owner's continued failure or refusal for a period of ten (10) business days following such notice (or such shorter period of time as necessary to permit the Residential Units Owner to access the Residential Parking Garage in accordance with this Agreement), the Residential Units Owner shall have the right to perform all or some of such operations and maintenance of the Access Areas and to obtain reimbursement of the related costs from the Commercial Parking Owner within ten (10) business days of written demand.

(a) Immediately upon the execution of this Agreement, the Commercial Parking Owner shall obtain and maintain at all times, or if already in existence, provide a copy of any existing CGL Insurance Policy with combined single limits of at least Three Million Dollars (\$3,000,000) (which such limit will be increased on January 1, 2022, and on every fifth anniversary of such date (each an "Adjustment Date") by the percentage increase in the Index (calculated by multiplying the then applicable insurance limit by a fraction, the numerator of which will be the Index for the month which is three months before the subject Adjustment Date and the denominator of which will be the Index for the month which is 63 months before such Adjustment Date)). The costs of maintaining such insurance shall be included within the Maintenance Costs (as defined below). The liability portion of all such insurance shall name each of the Owners and their Mortgagees as additional insureds, and the property portion of the policy will include a waiver of subrogation rights by the insurer as to the Owners, the Association, and Mortgagees.

(b) The Commercial Parking Owner shall operate and maintain, at its cost, the Commercial Parking Garage and the Access Areas on the Commercial Parking Unit in accordance with the requirements of this Agreement. Each of the Owners hereby grants to the Commercial Parking Owner and the Residential Units Owner, to the extent required if it performs maintenance, and their respective agents, contractors and employees, an easement to enter upon the adjacent Units for the purposes of performing the Commercial Parking Owner's duties hereunder. At least thirty (30) days prior to any major work in the Access Areas (which shall mean any work that obstructs unimpeded access to and through the Boyer Parking Garage in any respect), the Commercial Parking Owner shall give notice to each of the Owners of the scope thereof, and the proposed commencement and completion dates. The Commercial Parking Owner shall expend such funds as are reasonably necessary for the operation, repair, replacement and maintenance of the Access

Areas (“**Maintenance Costs**”) in a clean, safe and functional condition, and for the performance of other obligations imposed on the Commercial Parking Owner pursuant to this Agreement, and shall promptly pay all such costs when incurred. The Commercial Parking Owner’s operation, repair and maintenance obligations shall include, without limitation, maintenance of existing or replacement access control equipment, power washing, crack sealing and re-paving the Access Areas, trash and graffiti removal and pick-up, and replacement of electrical fixtures and light bulbs and the Maintenance Costs shall include the costs associated therewith. Maintenance Costs shall not include the costs associated with maintaining signage designating reserved parking spaces, which shall be paid for by each Owner of the Commercial Parking Unit and the Residential Parking Unit in connection with their assignment of parking spaces. In connection with performing its obligations under this Agreement, the Commercial Parking Owner may hire or subcontract with third Persons, provided, if such Persons are affiliated with the Commercial Parking Owner such contracts must be on terms similar to those obtained from third party operators of comparable parking garages on an arm’s length basis. Notwithstanding the Commercial Parking Owner’s operation and maintenance obligations, each Owner shall be responsible to repair and bear the associated costs of any damages to the Access Areas caused by such Owner or its guests or invitees excluding normal wear and tear. Nothing herein shall preclude the Residential Units Owner from installing at its sole cost and expense, at areas within the Residential Parking Garage, access control equipment at each of the entrances to the Residential Parking Garage from the Boyer Parking Garage, and the same shall be operated and maintained at the sole cost and expense of the Residential Units Owner. Any access control mechanisms controlling access to the Boyer Parking Garage which are installed or maintained within the Commercial Parking Unit shall not preclude unobstructed, cost-free access to the Residential Parking Unit.

(c) The Residential Units Owner agrees, to pay to Boyer the sum of Eighteen Thousand Eight Hundred Forty-Eight and 87/100 Dollars per annum (\$18,848.87) (the “**Management Fee**”) as its prorated share of the Maintenance Costs. The Management Fee shall be payable in arrears and shall be due and payable on or before December 30th of each year, commencing on December 30, 2021. The Management Fee shall be increased on each Adjustment Date by the percentage increase in the Index (calculated by multiplying the then applicable Management Fee by a fraction, the numerator of which will be the Index for the month which is three months before the subject Adjustment Date and the denominator of which will be the Index for the month which is 63 months before such Adjustment Date).

(d) The Commercial Parking Owner agrees to defend, indemnify and hold each Owner harmless from and against any mechanic’s, materialmen’s and/or laborer’s liens, and all costs, expenses and liabilities in connection therewith, including reasonable attorney’s fees and court costs, arising out of the Commercial Parking Owner’s performance of its maintenance obligations pursuant to this Agreement, and if any Condominium Unit shall become subject to any such lien, the Commercial Parking Owner shall promptly cause such lien to be released and discharged of record, either by paying the

indebtedness which gave rise to such lien or by posting such bond or other security as shall be required by law to obtain such release and discharge. The Commercial Parking Unit, at its cost, shall repair, replace and maintain the Boyer Parking Garage in such a manner and take all such additional actions as may be required to afford the Residential Parking Unit and its Owners and Occupants with unobstructed cost-free (other than the Management Fee) access at all times to the Residential Parking Unit.

(e) The Residential Parking Owner agrees to defend, indemnify and hold each Owner harmless from and against any mechanic's, materialmen's and/or laborer's liens, and all costs, expenses and liabilities in connection therewith, including reasonable attorney's fees and court costs, arising out of the Residential Parking Owner's maintenance of the Residential Parking Garage, and if any Condominium Unit shall become subject to any such lien, the Residential Parking Owner shall promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting such bond or other security as shall be required by law to obtain such release and discharge.

5. No Subordination. None of the parties to this Agreement shall cause the benefits of this Agreement to be subordinated to any subsequent Mortgage, lien or encumbrance, it being the intent of the parties that the respective rights created hereunder are intended to benefit the Condominium Units specified in this Agreement.

6. Conflict with Block 71 Declaration. It is the intent of the Parties that the terms and conditions of this Agreement shall be controlling regarding the use the Access Areas, and the responsibility for operation, maintenance, cost and payment of the same. In the event of any conflict between this Agreement and the Block 71 Declaration, with respect to the Access Areas and the terms addressed in this Agreement, this Agreement shall be controlling. As a result of this Agreement, the Parties hereto acknowledge that the Block 71 Condominiums Association, Inc., shall not include in its annual budget any costs for operation or maintenance of the Access Areas.

7. Further Assurances. Each Owner shall execute any such further documentation reasonably required to confirm the rights and obligations of the Owners under this Agreement.

8. Entire Document. This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and supersedes all prior oral or written understandings relating to the subject matter set forth herein.

9. Counterpart Signatures. This Agreement may be executed in counterparts each of which shall be deemed an original. An executed counterpart of this Agreement transmitted by facsimile shall be equally as effective as a manually executed counterpart.

10. Recording. Upon execution of this Agreement, this Agreement shall be recorded by the Parties hereto in the real estate records of the Salt Lake County Recorder.

11. Covenants to Run with Land. This Agreement and the easements and covenants created by this Agreement are intended by the Parties to be and shall constitute covenants running with the land as to each of the Condominium Units, and shall be binding upon and shall inure to the benefit of each Owner and any Person who acquires or comes to have any interest in any Condominium Unit, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. This Agreement and all of the easements, covenants, provisions, and requirements hereof shall also inure to the benefit of each and every Person owning any interest in or occupying any portion of a Condominium Unit. Each Owner and Occupant shall comply with, and all interests in all Condominium Units shall be subject to, the terms of this Agreement. By acquiring, in any way coming to have an interest in, or occupying a Condominium Unit, the Person so acquiring, coming to have such interest in, or occupying a Condominium Unit, shall be deemed to have consented to, and shall be bound by, each and every provision of this Agreement.

12. Enforcement. In the event of a breach of any of the terms, covenants, conditions or restrictions hereof by any Owner of any portion of any Condominium Unit, and if such breach continues for a period of thirty (30) days after the defaulting Owner's receipt of a notice of such breach, or such longer period as may be reasonably required to cure a non-monetary breach provided the defaulting Owner has commenced the cure of such breach within such thirty (30) day period and is diligently prosecuting the cure of such breach, the non-defaulting Owner or Owners of the other Condominium Units shall be entitled forthwith and after written notice to such breaching party to perform any of the breaching party's obligations hereunder, including the assumption of the Commercial Parking Owner's duties as provided in Section 3 above, or to make any payment required hereunder, as the breaching party's attorney-in-fact, and by reason of so doing, the Owner or Owners taking such action shall not be liable or responsible for any loss or damage thereby sustained by the breaching party. All actual out of pocket, reasonable costs and expenses incurred by the Owner in performing any of the breaching Owner's obligations or in making any such payment shall be assessed against the defaulting Owner and, upon filing a notice of such assessment in the Salt Lake County Recorder's office, shall constitute a lien against the Condominium Unit[s] or the interest therein for which such payment or performance was made, but any such lien shall be and is hereby made subordinate to the lien of any first Mortgage covering any portion of such Condominium Unit[s]. The Owner of a Condominium Unit or any portion of a Condominium Unit shall also have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Agreement. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Agreement shall not result in or be construed to be an abandonment or termination of this Agreement or any waiver of the right to insist upon such performance or compliance with the terms of this Agreement in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Agreement the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered. In addition to the foregoing, if a defaulting Owner shall fail to pay the Association, or another Owner, as applicable, amounts due by such defaulting Owner

within thirty (30) days after delivery of written demand on the defaulting Owner, then: (i) a five percent (5%) late payment fee shall be added to the amount due on the thirty-first (31st) day; and (ii) the unpaid balance shall thereafter accrue interest at the rate of ten percent (10%) per annum.

13. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the Owners, legal and equitable, Occupants, mortgagees, lienholders, licensees, invited guests, users and employees of each Condominium Unit, their successors, heirs and assigns, and the covenants and agreements herein contained shall be deemed covenants running with the land, and binding upon the successors, heirs and assign of all parties.

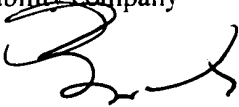
[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto, execute this Agreement as of the date and year first above written.

BOYER:

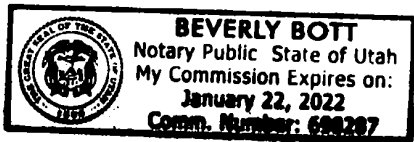
BOYER 102, L.C., a Utah limited liability company,
by its Manager:

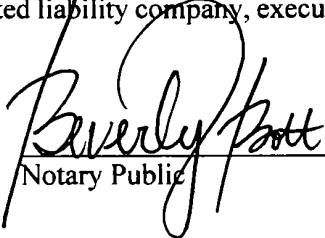
THE BOYER COMPANY, L.C., a Utah
limited liability company

By: 
Name: Brian Gochnour
Its: Manager

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

The foregoing instrument was acknowledged before me this 8th day of August, 2019, by Brian Gochnour, the Manager of The Boyer Company, L.C., a Utah limited liability company, which is the Manager of Boyer 102, L.C., a Utah limited liability company, executed the foregoing instrument.




Notary Public

BOYER 151:

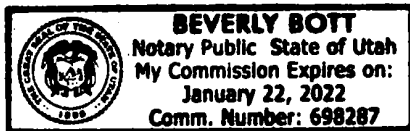
BOYER 151, L.C.,
a Utah limited liability company, by its sole
Manager

THE BOYER COMPANY, L.C., a Utah
limited liability company

By: 
Name: Brian Gochnour
Its: Manager

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

The foregoing instrument was acknowledged before me this 8th day of August, 2019 by Brian Gochnour, the Manager of The Boyer Company, L.C., a Utah limited liability company, the Manager of BOYER 151, L.C., a Utah limited liability company, on behalf of the company.



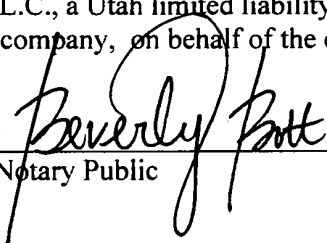

Notary Public

EXHIBIT A

(Legal Description of Block 71 Property)

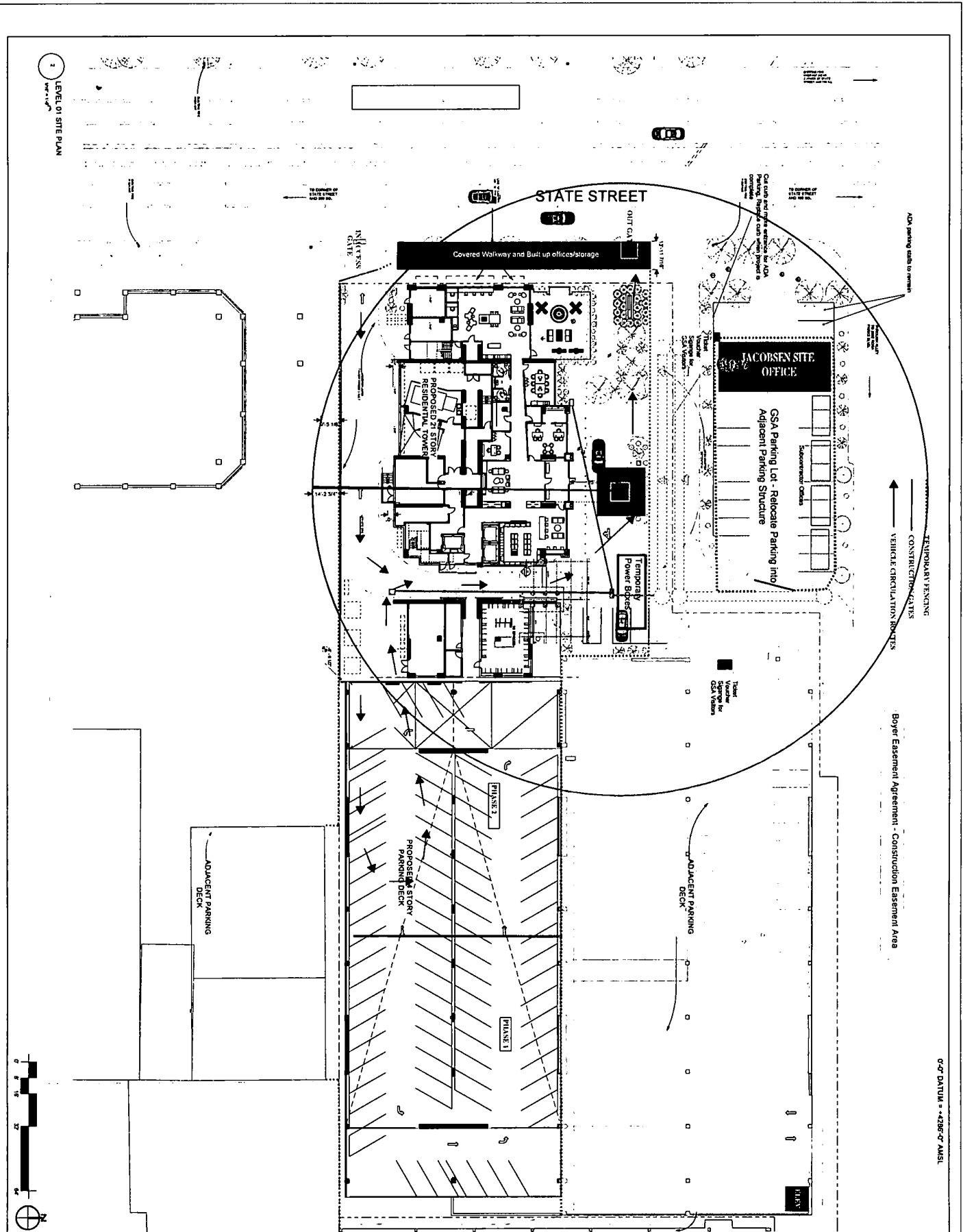
A parcel of ground situate in Lots 3, 4 and 8 of Block 71, Plat "A", Salt Lake City Survey, said parcel being described more particularly as follows:

Beginning at the Southwest Corner of Lot 3, Block 71, Plat "A", Salt Lake City Survey, and running thence North 0°01'23" West along the West line of said Block 71 a distance of 165.47 feet; thence North 89°58'59" East 165.11 feet; thence North 0°01'40" West 73.10 feet; thence North 89°58'59" East 82.50 feet; thence North 0°01'23" West 9.00 feet; thence North 89°58'59" East 217.97 feet; thence South 0°01'44" East 247.53 feet to a point on the South line of Lot 8 of said Block 71; thence South 89°58'39" West along the South line of said Lot 8 and said Lot 3 a distance of 465.60 feet to the point of beginning.

EXHIBIT B

(Swingway)

2
LEVEL 01 SITE PLAN



0'-0" DATUM = +4296'-0" AMSL

Smallwood, Reynolds, Stewart, Stewart & Associates, Inc. Architects

One Piedmont Center, Suite 303 3565 Piedmont Road Atlanta, Georgia 30305

PROJECT NO. 211002100	LEVEL 01 SITE PLAN	SHEET NO. AS-00A	DATE 07/11/11	DRAWN BY [Signature]	CHECKED BY [Signature]	APPROVED BY [Signature]	PROJECT NO. 211002100	SHEET NO. AS-00A	DATE 07/11/11	DRAWN BY [Signature]	CHECKED BY [Signature]	APPROVED BY [Signature]	PROJECT NO. 211002100	SHEET NO. AS-00A	DATE 07/11/11	DRAWN BY [Signature]	CHECKED BY [Signature]	APPROVED BY [Signature]	PROJECT NO. 211002100	SHEET NO. AS-00A	DATE 07/11/11	DRAWN BY [Signature]	CHECKED BY [Signature]	APPROVED BY [Signature]	PROJECT NO. 211002100	SHEET NO. AS-00A	DATE 07/11/11	DRAWN BY [Signature]	CHECKED BY [Signature]	APPROVED BY [Signature]	PROJECT NO. 211002100	SHEET NO. AS-00A	DATE 07/11/11	DRAWN BY [Signature]	CHECKED BY [Signature]	APPROVED BY [Signature]	PROJECT NO. 211002100	SHEET NO. AS-00A	DATE 07/11/11	DRAWN BY [Signature]	CHECKED BY [Signature]	APPROVED BY [Signature]	PROJECT NO. 211002100	SHEET NO. AS-00A	DATE 07/11/11	DRAWN BY [Signature]	CHECKED BY [Signature]	APPROVED BY [Signature]	PROJECT NO. 211002100	SHEET NO. AS-00A	DATE 07/11/11	DRAWN BY [Signature]	CHECKED BY [Signature]	APPROVED BY [Signature]
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