

Prepared by and return to:
Honigman Miller Schwartz and Cohn LLP
39400 Woodward Avenue, Suite 101
Bloomfield Hills, Michigan 48304
Attn: Vincent Kuebler, Esq.

08-075-0061

08-552-0201

08-552-0202

ACCESS EASEMENT AGREEMENT

D-51966

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is entered into as of May 4, 2015, by and between **STATION PARK CENTERCAL, LLC**, a Delaware limited liability company, with offices at 1600 Franklin Avenue, El Segundo, CA 90245 ("CenterCal"), and **CABELA'S WHOLESALE, INC.**, a Nebraska corporation, with offices at One Cabela Drive, Sidney, Nebraska 69160 ("Cab"). CenterCal and Cab are sometimes each referred to herein as a "Party", and collectively as the "Parties".

RECITALS:

- A. CenterCal is the owner of certain property ("CenterCal Parcel") located in Farmington, Davis County, Utah, which CenterCal Parcel is more particularly described on Exhibit A attached hereto and made a part hereof.
- B. Cab is the contract purchaser of substantially all of a certain tract of land ("Cab Parcel") located in Farmington, Davis County, Utah, which is located adjacent to the CenterCal Parcel and which Cab Parcel is more particularly described on Exhibit B attached hereto and made a part hereof.
- C. FARMINGTON SQUARE, LLC, a Utah limited liability company ("Haws"), is the current owner of the Cab Parcel and joins in the execution of this Agreement for purposes of acknowledging, consenting and subjecting the Cab Parcel to the terms and conditions of this Agreement.
- D. The CenterCal Parcel and the Cab Parcel are sometimes referred to herein collectively as the "Parcels" and individually as a "Parcel".
- E. CenterCal and Cab desire to establish a cross-access easement over portions of CenterCal Parcel and Cab Parcel (the "Access Drive Area"), upon which an access drive and sidewalk (collectively, the "Access Drive") will be constructed, to service both the CenterCal Parcel and the Cab Parcel. The Access Drive Area is more particularly described on Exhibit C attached hereto and made a part hereof, it being acknowledged that the Westerly five (5) feet of the Access Drive Area (the "Sidewalk Area") shall be used solely as a pedestrian sidewalk. That portion of the Access Drive Area which is located on CenterCal Parcel is sometimes referred to herein as the "CenterCal Parcel Area", and that portion of the Access Drive Area which is located on Cab Parcel is sometimes referred to herein as the "Cab Parcel Area".

F. CenterCal and Cab desire to establish the configuration of parking and drive aisles along the common boundary of the CenterCal Parcel and the Cab Parcel as shown on a site plan attached hereto as Exhibit D (the "Approved Site Plan").

G. CenterCal and Cab desire to set forth their agreement with respect to such Access Drive, the Approved Site Plan, and related matters as provided herein.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

1. General. The Recitals set forth above are true and accurate and form a material part of this Agreement.

2. Easements.

(a) CenterCal hereby grants and conveys to Cab a non-exclusive perpetual easement over, across and through the surface of the CenterCal Parcel Area for vehicular and pedestrian ingress and egress to and from the Parcels and the adjacent public roads (however, the purpose of and use of such easement as it relates to the Sidewalk Area shall be limited to pedestrian ingress and egress), said easement being for the use and benefit of Cab and Cab's employees, agents, customers, invitees and licensees.

(b) Cab hereby grants and conveys to CenterCal a non-exclusive perpetual easement over, across and through the surface of the Cab Parcel Area for vehicular and pedestrian ingress and egress to and from the Parcels and adjacent public roads (however, the purpose of and use of such easement as it relates to the Sidewalk Area shall be limited to pedestrian ingress and egress), said easement being for the use and benefit of CenterCal and CenterCal's employees, agents, customers, invitees and licensees.

(c) Each Party shall have the right to grant utility and other easements within the portion of the Access Drive Area located on its respective Parcel upon commercially reasonable terms, provided the same do not materially interfere with the rights set forth herein. Each Party agrees that it shall not prevent, hinder or interfere in any material way with the free flow and passage of vehicular and pedestrian traffic over the Access Drive Area or otherwise interfere with the business being conducted on the other Party's Parcel. The foregoing shall not prohibit or excuse either Party from performing its obligations hereunder; however, each Party shall use good faith efforts to minimize any interference which may be unavoidable in connection with the performance of such obligations. Furthermore, each Party shall be permitted to install such signalization, signage and other traffic safety items as it shall, in its business judgment, be reasonably necessary or appropriate. Notwithstanding the foregoing, nothing in this Section 2(c) shall prevent a Party, in the event of an emergency, from temporarily closing, blocking or restricting access on the portion of the Access Drive Area on its Parcel in order to perform any emergency repairs or maintenance or to protect the health and safety of the general public provided that such closure, blocking or restricting is limited to the period during which such emergency situation exists and such Party uses commercially reasonable and diligent efforts to remedy such emergency situation (to the extent such situation is within the reasonable control of such Party).

(d) Each Party hereby grants to the other Party a non-exclusive perpetual easement to use the parking stalls that may exist from time to time on such Party's Parcel for purposes of allowing such other Party's employees, agents, customers, invitees and licensees to use such parking stalls for the reasonable and temporary parking of vehicles. Such parking easement shall not be used for the parking of construction vehicles. Notwithstanding the cross-parking easements granted in this Section 2(d), each Parcel shall be required to "self-park" meaning that

it shall satisfy all applicable parking codes, laws and other requirements based solely on the parking available on such Parcel and without reliance on the easement(s) granted in this Section 2(d). Except as set forth in Section 4, a Party may modify the parking stalls on its Parcel.

3. Construction and Maintenance of Access Drive.

(a) Attached hereto as Exhibit E and made a part hereof are the current, preliminary plans and specifications for the Access Drive (the "Preliminary Plans"). The Party first desiring to construct the Access Drive ("Constructing Party") shall provide the other Party ("Other Party") with prior written notice of its intent to construct same. To the extent the Constructing Party's plans and specifications for the Access Drive differ from the Preliminary Plans, the Constructing Party shall submit its plans and specifications with respect to the construction of the Access Drive to the Other Party for the Other Party's approval. The Other Party will approve or reject said plans and specifications in writing within twenty (20) days of receipt, and if the Other Party fails to approve or reject same within such period, then said plans and specifications shall be deemed approved (such plans, as approved or deemed approved, as the case may be, are referred to herein as the "Access Plans"; and if no changes are made to the Preliminary Plans, then the term Access Plans shall mean the Preliminary Plans). If said plans are rejected, the Constructing Party shall resubmit revised plans in the same manner until they are approved. The Constructing Party shall be responsible for complying with all applicable laws affecting the Access Drive Area in connection with the construction of the Access Drive. The Parties agree to reasonably cooperate to ensure that there is only one Constructing Party, and the Parties anticipate that Cab will be the Constructing Party.

(b) It is not anticipated that any common utilities will be installed within the Access Drive Area; however, it is anticipated that each Party will or may have certain utilities in or crossing the Access Drive Area for the benefit of its Parcel.

(c) Upon the Other Party's approval (or deemed approval) of the Access Plans, or if there are no changes to the Preliminary Plans, then upon thirty (30) days advance notice (or sooner upon the Parties' mutual agreement), the Constructing Party will have a temporary license over the Other Party's Parcel to construct said Access Drive pursuant to the Access Plans but only to the extent necessary to construct same. Said license shall terminate immediately upon completion of construction of the Access Drive.

(d) For purposes of submitting the Access Plans to the Other Party, such Access Plans shall be sent pursuant to the notice provisions set forth below, or via email to an email address designated by the Other Party.

(e) The Constructing Party, upon commencement of construction of the Access Drive, shall have the obligation to construct the same pursuant to the Approved Plans in a good, workmanlike, diligent and lien free manner.

(f) The Constructing Party shall be entitled to reimbursement from the Other Party in the amount of the Other Party's respective Proportionate Share (as defined below) of the actual third-party costs of construction and design of the Access Drive incurred by the Constructing Party, which reimbursement shall be due within thirty (30) days after completion of the construction and the Other Party's receipt of an invoice therefor; provided that Constructing Party shall provide the Other Party with sufficient documentation to evidence such costs (and unconditional lien waivers, if applicable). For purposes of clarification, the foregoing costs of construction of the Access Drive shall include such costs associated with the grading of the Access Easement Area and any other related work pursuant to the Approved Plans. Furthermore, if either Party desires for non-common utilities to be installed in the Access Drive Area during the construction of the Access Drive, as set forth in the Approved Plans, then such Party shall be solely responsible for the cost of such utilities. As used herein, each Party's

respective "Proportionate Share" shall be equal to a fraction, the numerator of which is the length in linear feet of the portion of the Access Easement Area located upon such Party's Parcel (as measured along the centerline of the Access Easement Area) and the denominator of which is the total length in linear feet of the entire Access Easement Area (as measured along the centerline of the Access Easement Area). It is acknowledged that CenterCal's Proportionate Share is twenty-three percent (23%), and Cab's Proportionate Share is seventy-seven percent (77%). The foregoing is based upon the centerline of the Access Easement Area measuring one thousand seventeen and eighty-three hundredths (1,017.83) linear feet.

(g) After the initial construction of the Access Drive, each Party shall be responsible for the maintenance, insurance, repair, restoration and replacement of that portion of the Access Drive and the Access Drive Area located on its respective Parcel including the regular removal of snow and ice, and each shall maintain the same in a good and safe condition and reasonably free of potholes.

4. Approved Site Plan.

(a) The Approved Site Plan attached hereto as Exhibit D reflects the approved configuration of parking stalls and drive aisles along the common boundary of the CenterCal Parcel and the Cab Parcel east of the Access Drive. The parking, drive aisles, curbing and landscaping improvements shown within the cross-hatched area on Exhibit D shall be the only improvements constructed within the cross-hatched area (except for incidental common area improvements such as other landscaping, directional and safety signage and underground utilities), and the configuration of such parking-related improvements may not be modified without the written agreement of both CenterCal and Cab (subject to such permitted incidental common area improvements). The Parties agree to develop plans and specifications for their respective Parcels so as to coordinate the grades, drainage improvements, and other design features necessary to construct the parking, drive aisles and other parking-related improvements in the configuration shown on the Approved Site Plan; however, the foregoing shall not, from time to time, require either Party to modify any then-existing permitted improvements on its Parcel. The Parties further agree to seek all approvals and permits from Farmington City and construct all such parking-related improvements consistent with the Approved Site Plan, as it may be amended by written agreement between the Parties from time to time; however, the foregoing shall not obligate either Party to incur any obligations which materially adversely affect such Party or its Parcel as determined by such Party in its reasonable business judgment. CenterCal shall be entitled to design and locate all buildings and other improvements within the permissible building area shown on Exhibit D without the further consent of Cab, however, after the initial construction of improvements in such area, such improvements shall not be materially modified or relocated without the written consent of the Parties; and subject to Section 4(b) below, Cab shall be entitled to design and locate all improvements within the cross-hatched area on Exhibit D as shown on the Approved Site Plan without the written consent of the Parties. Notwithstanding the foregoing, no building or other improvement shall be constructed on the CenterCal Parcel within the permissible building area shown on Exhibit D in excess of one (1) story or twenty four (24) feet in height, except that reasonable improvements consisting of building architectural features, rooftop equipment and related screening, or signage located on the building or within the permissible building area may extend an additional four (4) feet in height above such twenty four (24) feet height limitation. In the absence of any further agreement between the Parties, each Party shall have the responsibility to construct and maintain the parking, drive aisles and other parking-related improvements shown on Exhibit D or otherwise permitted on their respective Parcels at their respective sole cost and expense. The Parties acknowledge and agree that the Approved Site Plan and this Section 4 does not burden, encumber or restrict the Cab Parcel except the portion of the Cab Parcel cross-hatched on Exhibit D.

(b) In connection with the development of their respective Parcels, the Parties agree that (i) Cab will be responsible, at its sole cost, for constructing the improvements shown on and

located in the cross-hatched area of the Approved Site Plan (subject to the terms of Section 3 above with respect to the portion of the Access Drive located within such cross-hatched area), and (ii) CenterCal will be responsible, at its sole cost, for constructing the improvements to be located within the permissible building area shown on Exhibit D.

5. Remedies.

(a) The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by the non-performing party (the "Defaulting Party"):

- (i) The failure to make any payment required to be made hereunder within ten (10) days of the due date, or
- (ii) The failure to observe or perform any of the covenants, conditions or obligations of this Agreement, other than as described in (i) above, within thirty (30) days after the issuance of a notice by another Party (the "Non-Defaulting Party") specifying the nature of the default claimed.

With respect to any default above, the Non-Defaulting Party shall have the right following the expiration of any applicable cure period, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Party; provided, however, that in the event the default shall constitute an emergency condition, the Non-Defaulting Party, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Non-Defaulting Party shall have the right to enter upon the Parcel of the Defaulting Party (but not into any building thereon) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party. The owner of a Parcel shall be responsible for the default of any occupant of its Parcel. In the event any Non-Defaulting Party shall cure a default, the Defaulting Party shall reimburse the Non-Defaulting Party for all costs and expenses incurred in connection with such curative action, plus interest as provided herein, within thirty (30) days of receipt of demand, together with reasonable documentation supporting the expenditures made.

(b) Costs and expenses incurred, accruing and/or assessed pursuant to this Paragraph 5 shall constitute a lien against the Defaulting Party's Parcel which lien shall in all events be subject and subordinate to any bona fide third party first mortgage lien encumbering the Defaulting Party's Parcel. The lien shall attach and take effect only upon recordation of a claim of lien in the public records of Davis County, Utah, by the Party making the claim. The claim of lien shall include the following: (i) the name of the lien claimant; (ii) a statement concerning the basis for the claim of lien and identifying the lien claimant as a curing party; (iii) an identification of the owner or reputed owner of the property or interest therein against which the lien is claimed; (iv) a description of the property against which the lien is claimed; (v) a description of the property on which the work was performed which or with respect to which money was paid or any other reason that has given rise to the claim of lien and a statement itemizing the amount thereof; and (vi) a statement that the lien is claimed pursuant to the provisions of this Agreement, reciting the date, book and page of recordation hereof. The notice shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the party against whom the lien is claimed. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including without limitation, suit in the nature of a suit to foreclose a mortgage/deed of trust or mechanic's lien under the applicable provisions of the law of the State of Utah.

(c) The Non-Defaulting Party shall have the right to prosecute any proceedings at law or in equity against any Defaulting Party hereto, or any other person or entity, violating or attempting

to violate or defaulting upon any of the provisions contained in this Agreement, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants, or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a party under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

(d) Any time a party shall not pay any sum payable hereunder to another within ten (10) days of the due date, such delinquent party shall pay interest on such amount from the due date to and including the date such payment is received by the person entitled thereto, at the lesser of (i) the highest rate permitted by law or (ii) twelve percent (12%) per annum.

6. Insurance and Indemnity. Each Party, at its expense, shall maintain commercially reasonable general liability insurance with respect to the portion of the Access Drive Area and the parking-related improvements located on its Parcel (it being acknowledged that such policy may cover additional land, such as such Party's entire Parcel), which insurance policy shall name each other owner of any portion of the Access Drive Area as an additional insured. In the event that the Parties determine that it is more cost effective or otherwise desirable for all or some of the insurance hereunder to be carried by one Party with the other party/owner (or both parties/owners) to be an additional insured, or to otherwise modify the insurance requirements herein, the Parties shall be permitted to do so and the costs of such insurance shall be shared and allocated in such manner as shall be acceptable to the Parties. Any such change in insurance obligations shall be permitted hereunder and shall not require any amendment or modification to this Agreement. Upon request, a copy of each insurance policy or a duly executed certificate, together with evidence of payment therefore unless coverage is provided under a blanket policy, will be delivered to each such other owner. A Party shall have no obligation to name an owner as an additional insured unless it receives notice of the corresponding change in ownership. It is acknowledged that the initial insured parties shall be Cab and CenterCal.

Each Party performing any construction, maintenance or replacement obligations hereunder agrees to indemnify, defend and hold the other party (and its respective agents, affiliates, tenants, employees, customers, invitees and licensees) harmless from and against all claims, liens, loss, damages, causes of action, costs and expenses, including reasonable attorney fees, arising out of or in connection with such party's construction, maintenance or replacement activities. Furthermore, in recognition that each Party is responsible for insuring the portion of the Access Drive and parking-related improvements located on its Parcel, each Party agrees to indemnify, defend and hold the other Party harmless (and its respective agents, affiliates, tenants, employees, customers, invitees and licensees) harmless from and against all claims, liens, loss, damages, causes of action, costs and expenses, including reasonable attorney fees, arising out of any occurrence on the portion of the Access Drive or parking-related improvements located on its Parcel, unless caused by the other Party's gross negligence or willful misconduct.

7. Notice.

(a) Except as otherwise expressly provided herein, all notices, demands and requests (each, a "notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such notice is (i) actually received by the Party intended, (ii) delivered to the then-designated address of the Party intended, or (iii) rejected at the then-designated address of the Party intended, provided such notice was sent by certified mail, return receipt requested, prepaid or nationally recognized carrier with delivery confirmation (e.g. Federal Express). The initial addresses of Parties shall be as follows:

Cab: Cabela's Wholesale, Inc.
Attn: Vice President of Property Development
One Cabela Drive
Sidney, NE 69160

With copy to: Cabela's Incorporated
Attn: Legal Department – Real Estate
One Cabela Drive
Sidney, NE 69160

CenterCal: Station Park CenterCal, LLC
Attn: Fred Bruning and Jean Paul Wardy
1600 Franklin Avenue
El Segundo, CA 90245

Each Party shall have the right to change its address to any other address within the United States of America upon at least ten (10) days prior written notice to the other Party.

(b) Each Party shall be liable for the performance of all covenants, obligations, and undertakings herein set forth with respect to the Parcel (or portion thereof) owned by it which accrue during the period of such ownership, and such liability shall continue with respect to any portion transferred until the notice requirement set forth below is complied with, at which time the transferring Party's liability for obligations arising after the date of receipt of the notice called for hereunder shall terminate. The transferee of any Parcel (or portion thereof) shall automatically become liable for all obligations, performance requirements and amounts which arise after compliance with the notice requirement of this Agreement to the extent applicable to such Parcel (or portion thereof). A Party transferring all or any portion of its interest in a Parcel shall give notice to the other Party of such transfer and shall include therein at least the following information: (i) the name and address of the transferee; and (ii) a copy of the legal description of the property transferred (however, no such notice shall be required in connection with the transfer of the Cab Parcel from Haws to Cab).

8. Estoppel. Each Party agrees that upon written request (which shall not be more frequent than three (3) times during any calendar year) of any other Party, it will issue within thirty (30) days after receipt of such request to such Party, or its prospective mortgagee or successor, an estoppel certificate stating to the best of the issuer's knowledge as of such date: (1) Whether it knows of any default under this Agreement by the requesting Party, and if there are known defaults, specifying the nature thereof in reasonable detail; (2) Whether this Agreement has been assigned, modified or amended in any way by it and if so, then stating the nature thereof in reasonable detail; and (3) Whether this Agreement is in full force and effect. Such estoppel certificate shall act to estop the issuer from asserting a claim or defense against a bona fide encumbrancer or purchaser for value to the extent that such claim or defense is based upon facts known to the issuer as of the date of the estoppel certificate which are contrary to the facts contained therein, and such bona fide purchaser or encumbrancer has acted in reasonable reliance upon such estoppel certificate without knowledge of facts to the contrary. The issuance of an estoppel certificate shall in no event subject the issuer to any liability for the negligent or inadvertent failure of the issuer to disclose correct and/or relevant information, or to challenge acts committed by the other Party or occupants for which approval was required but not sought or obtained.

9. Amendment. This Agreement shall only be amended or terminated by a written agreement signed by the Parties and recorded in the Public Records of Davis County. If a Parcel shall ever be subdivided or ever comprise of more than one parcel (with separate ownership), then the owner

of the largest portion of such Parcel (based on acreage) shall have the authority to make all decisions with respect to such Parcel under this Agreement including but not limited to executing an amendment to this Agreement on behalf of such Parcel.

10. Miscellaneous. This Agreement shall be effective as of the date first above written and shall continue in perpetuity until such time as all of the Parties agree in a written and recorded instrument to terminate this Agreement; however, if applicable law prohibits the effectiveness of this Agreement in perpetuity, then this Agreement shall continue in full force and effect until the date that is one day prior to the latest permitted date of effectiveness under applicable law. The terms of this Agreement and all easements granted hereunder shall constitute covenants running with the land and shall bind the real estate described herein and inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns who shall be deemed to become parties hereunder. The easements and rights created herein may not be transferred or assigned except as an appurtenance to one of the Parcels. The easements and rights created herein may not be expanded beyond the scope described herein. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcels to the general public, or for any public use or purpose whatsoever, except for the limited purposes set forth in Section 12 below. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Utah (without regard to any choice or conflict of laws rules). If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Paragraph/Section headings used herein are used solely for convenience and reference purposes. It is expressly agreed that no breach or default of this Agreement shall (i) entitle any Party to cancel, rescind, or otherwise terminate this Agreement, or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of any Parcel; however, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of any such breach. The Recitals above and all Exhibits attached hereto are hereby incorporated herein by this reference.

11. Condition Precedent. Notwithstanding anything contained in this Agreement to the contrary, it shall be an express condition precedent to the effectiveness of this Agreement that Cab acquires fee simple title to the Cab Parcel (or a majority of it); however, the Parties acknowledge and agree that each is relying on this Agreement. If Cab ceases to be a contract-purchaser of the Cab Parcel (or a majority of it) for a continuous period of thirty (30) days or more, then upon ten (10) days prior notice given to Cab, CenterCal or Haws shall have the unilateral right to record a termination and discharge of this Agreement. Upon Cab acquiring fee simple title to the Cab Parcel (or a majority of it) (as evidenced by the recording of a deed confirming the same), the foregoing condition precedent shall automatically be deemed satisfied and this Paragraph 11 shall be deemed null and void; however, the balance of this Agreement shall be in full force and effect.

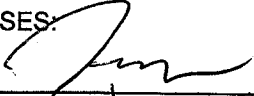
12. Limited Special Access. The Parties acknowledge and agree that postal, fire, emergency medical service and police authorities and other authorities of the law may use the Access Drive for reasonable access purposes in connection with the exercise of their lawful duties. Neither Party shall build or construct, nor permit to be built or constructed, any building on, over or across the Access Drive Area.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Access Easement Agreement to be executed as of the date and year first above written.

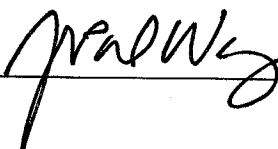
STATION PARK CENTERCAL, LLC, a Delaware limited liability company

WITNESSES:



Print Name: James Steman

Print Name: _____

By:  _____

STATE OF California)
) SS
COUNTY OF Los Angeles)

The foregoing instrument was acknowledged before me this 4 day of May, 2015 by Jean Paul Wardy, the President of Station Park Centercal, a Delaware limited liability company, on behalf of the entity. He/she is personally known to me or produced Drivers License as identification.



Printed Name: Eva Yaguez
Notary Public, Los Angeles County,
State of California
My Commission Expires: 8/12/17
Acting in the County of Los Angeles



[Signature Page for Access Easement Agreement]

WITNESSES:

Debra A. Wieser
Print Name: Debra A. Wieser
Carolyn Kaye Bacon
Print Name: Carolyn Kaye Bacon

CABELA'S WHOLESALE, INC.,
a Nebraska corporation

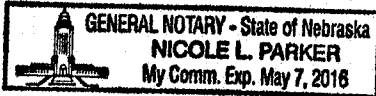
By: [Signature]
Print Name: Ralph Castner
Its: EVP/CFO

STATE OF Nebraska)
COUNTY OF Cheyenne) SS

REVIEWED/APPROVED
CABELA'S LEGAL DEPT. EV

The foregoing instrument was acknowledged before me this 1st day of May, 2015 by Ralph Castner the EVP/CFO of Cabela's Wholesale, Inc., a Nebraska corporation, on behalf of the corporation. He/she is personally known to me or produced _____ as identification.

Nicole L. Parker
Printed Name: Nicole L. Parker
Notary Public, Cheyenne County,
State of Nebraska
My Commission Expires: 5/7/16
Acting in the County of Cheyenne



JOINDER
TO
ACCESS EASEMENT AGREEMENT

The undersigned, as the current owner of the Cab Parcel, hereby joins in, consents to and subjects the Cab Parcel to the terms of this Agreement.

WITNESSES:

FARMINGTON SQUARE, LLC,
a Utah limited liability company

[Signature]
Print Name: MICHAEL HAWES

By: [Signature]
Print Name: Richard A. Haws
Its: Manager

[Signature]
Print Name: EMILY HARWOOD

STATE OF UTAH)
COUNTY OF DAVIS) SS

The foregoing instrument was acknowledged before me this 22 day of APRIL, 2015 by RICHARD A. HAWS the MANAGER of Farmington Square, LLC, a Utah limited liability company, on behalf of the limited liability company. He/she is personally known to me or produced _____ as identification.

[Signature]
Printed Name: SCOTT HARWOOD
Notary Public, DAVIS County,
State of UTAH
My Commission Expires: 5/29/17
Acting in the County of DAVIS

STATE OF UTAH NOTARY PUBLIC
SCOTT HARWOOD
COMMISSION # 664539
MY COMMISSION EXPIRES:
05-29-2017

EXHIBIT A
CENTERCAL PARCEL

Station Park CenterCal Parcel Legal Description

(Proposed Parcel 1 of Park Lane Subdivision and Parcel #08-075-0061)

A parcel of land lying and situate in the Northwest Quarter of Section 24 and the Northeast Quarter of Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian, City of Farmington, County of Davis, State of Utah, being more particularly described as follows:

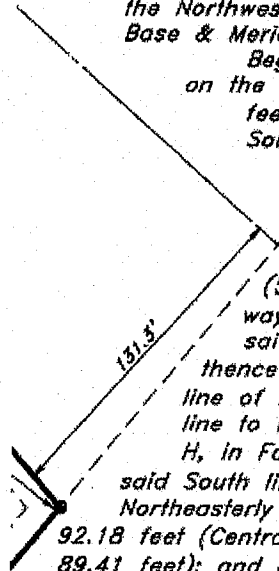
COMMENCING at the Northwest corner of said Section 24; thence South 00°09'29" West, along the West line of said Northwest Quarter a distance of 582.61 feet to the POINT OF BEGINNING; thence South 89°50'29" East 113.08 feet; thence North 00°24'07" East 9.40 feet; thence South 89°36'36" East 102.04 feet to the West Right-of Way line of Park Lane; thence South 39°30'03" West 82.36 feet along said West Right-of Way line; thence Southerly 364.01 feet along the arc of a 862.48 foot radius curve to the left (chord bears South 32°48'11" West 361.31 feet) through a central angle of 24°10'54" along said West Right-of Way line; thence South 41°57'53" West 149.05 feet; thence South 40°35'39" West 272.17 feet; thence Southwesterly 43.48 feet along the arc of a 27.50 foot radius curve to the right (chord bears South 85°53'16" West 39.09 feet) through a central angle of 90°35'15"; thence North 48°49'06" West 2.48 feet; thence South 41°10'54" West 95.42 feet; thence North 00°07'51" East 764.99 feet; thence South 89°50'29" East 58.74 feet; thence South 00°09'31" West 14.52 feet; thence South 89°50'29" East 352.95 feet to the POINT OF BEGINNING.

Contains 253,950 sq. ft. / 5.830 acres

EXHIBIT B
CAB PARCEL

DESCRIPTION

All part of Parcel H, of Park Lane Commons Parcel E Amended and H, in Farmington City Davis County Utah being a part of the Southwest corner of Section 13 the Southeast Quarter of Section 14, the Northeast Quarter of Section 23 and the Northwest Quarter of Section 24, Township 3 North, Range 1 West, Salt Lake Base & Meridian;

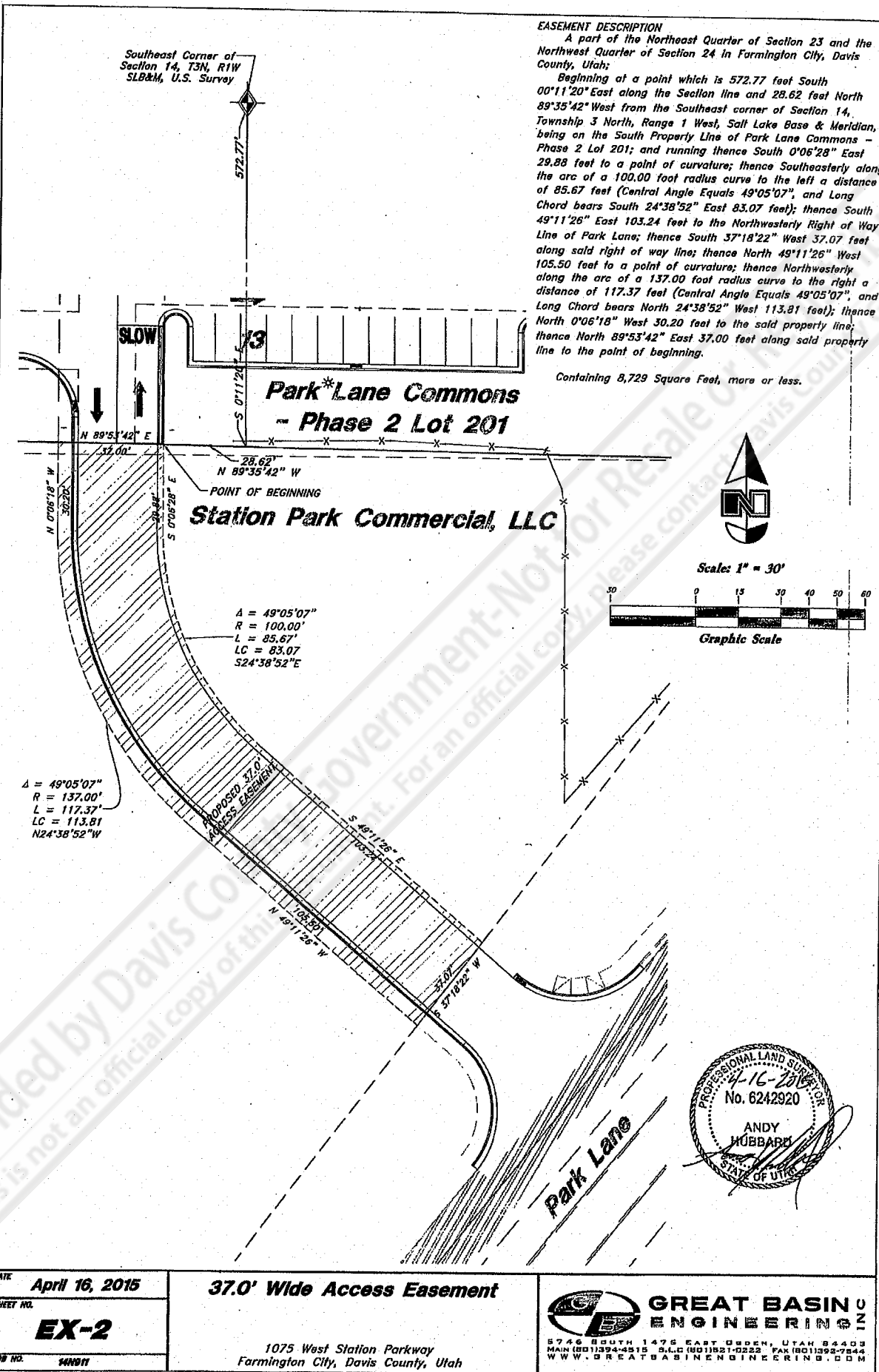


Beginning at the Most Northerly corner of said Parcel H, said point being on the Southwesterly right of way line of Station Parkway; said point is 215.91 feet North 00°00'21" West and 17.79 feet South 89°59'39" West from the Southwest corner of Section 13, Township 3 North, Range 1 West, Salt Lake Base & Meridian; and running thence five (5) courses along said Southwesterly right of way line as follows: (1) South 48°13'43" East 276.50 feet; (2) South 41°46'17" West 13.28 feet; (3) South 41°32'56" East 141.39 feet; (4) South 41°46'17" West 30.60 feet; and (5) South 41°14'43" East 270.55 feet to the Northwesterly right of way line of Park Lane; thence South 39°08'36" West 340.56 feet along said Northwesterly right of way line to the South line of said Parcel H; thence North 89°35'42" West 628.76 feet along said South line to the West line of said Parcel H; thence North 00°06'18" West 668.38 feet along said West line to the South line of Parcel E, Park Lane Commons Parcel E Amended and H, in Farmington City Davis County Utah; thence three (3) courses along the said South line of Parcel E as follows: (1) South 89°21'41" East 239.08 feet; (2) Northeastly along the arc of a 108.00 foot radius curve to the left a distance of 92.18 feet (Central Angle equals 48°54'10" and Long Chord bears North 66°11'14" East 89.41 feet); and (3) North 41°44'09" East 112.61 feet to the Point of Beginning.
Contains 11.185 Acres

EXHIBIT C
ACCESS DRIVE AREA

[attached hereto]

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DATE **April 16, 2015**

SHEET NO. **EX-2**

JOB NO. **14N911**

37.0' Wide Access Easement

1075 West Station Parkway
Farmington City, Davis County, Utah

GREAT BASIN ENGINEERING

5746 SOUTH 1475 EAST BODEN, UTAH 84403
 MAIN (801) 594-4515 S.L.C. (801) 521-0222 FAX (801) 594-7544
 WWW.GREATBASINENGINEERING.COM



March 20, 2015

Cabela's Farmington

Cabela's Drive Access Easement

A part of Parcel H, of Park Lane Commons Parcel E Amended and H, in Farmington City Davis County Utah being a part of the Southwest Quarter of Section 13, the Southeast Quarter of Section 14, and the Northeast Quarter of Section 23, Township 3 North, Range 1 West, Salt Lake Base & Meridian;

Beginning at the Most Easterly corner of Parcel E of Park Lane Commons Parcel E Amended and H, in Farmington City Davis County Utah, said point being on the Southwesterly right of way line of Station Parkway; said point is 216.00 feet North 00°00'21" West along the Section line and 17.69 feet South 89°59'39" West from the Southeast Corner of Section 14; and running thence South 48°13'43" East 84.08 feet along said Southwesterly right of way line; thence South 41°44'09" West 60.93 feet to a point of curve; thence Southerly along the arc a 64.00 foot radius curve to the left a distance of 46.73 feet (Central Angle equals 41°50'21", and Long Chord bears South 20°48'58" West 45.70 feet) ; thence South 00°06'12" East 26.22 feet; thence South 89°53'48" West 16.50 feet; thence South 00°06'18" East 618.12 feet to the South boundary line of said Parcel H; thence North 89°35'42" West 36.00 feet along said South boundary line; thence North 00°06'18" West 427.90 feet; thence South 89°53'42" West 31.50 feet; thence North 00°06'18" West 211.19 feet to the point of curve of a non-tangent curve whose center point bears North 89°53'41" East; thence Northerly along the arc a 148.08 foot radius curve to the right a distance of 113.06 feet (Central Angle equals 43°44'49", and Long Chord bears North 19°51'45" East 110.34 feet) to the Northerly boundary line of said Parcel H; thence North 41°44'09" East 60.98 feet along said Northerly boundary line to the POINT OF BEGINNING.

Contains 42,066 square feet

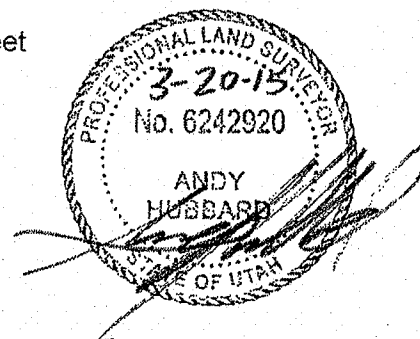
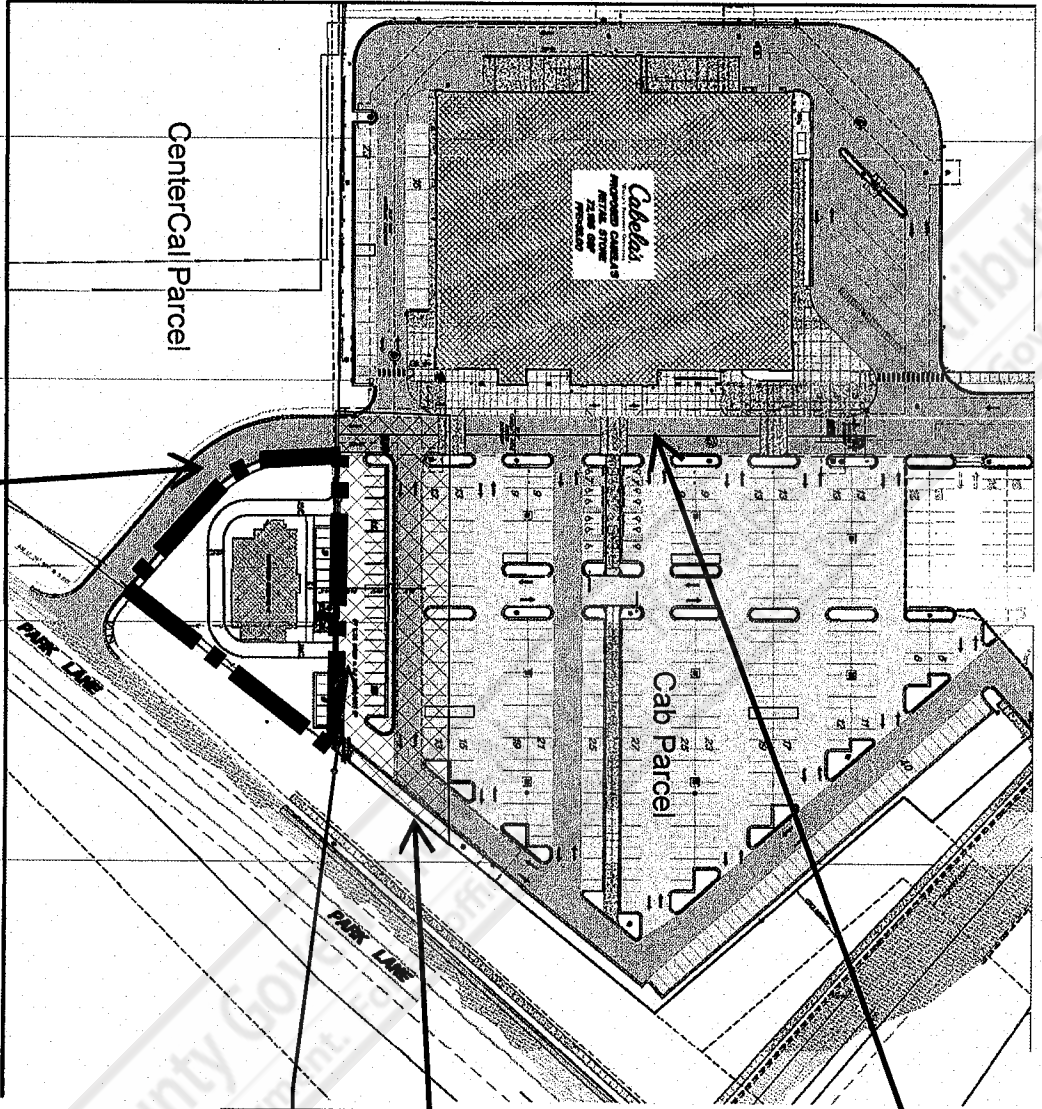


EXHIBIT D
APPROVED SITE PLAN

[attached hereto]

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STATION PARK WEST
FARMINGTON, UTAH

Cabela's to construct up to PBA line including curb & gutter

Cross-Hatched Area

Access Drive

LEGEND

- PERMISSIBLE BLDG AREA
- ▨ NO CHANGE AREA

SITE PLAN EXHIBIT

6 April 2015

SCALE: NOT TO SCALE



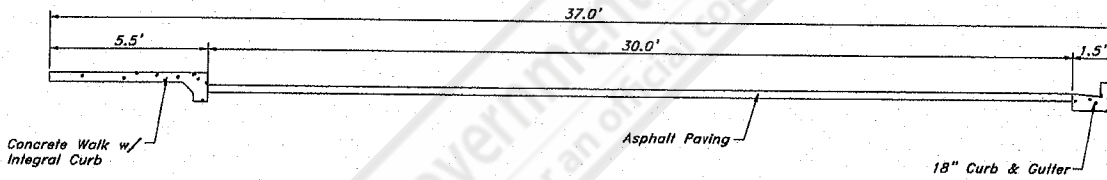
STATION
PBA

REMARKS: THIS PLAN IS PROVIDED SUBJECT TO ALL ORDINANCES AND REGULATIONS OF THE CITY OF FARMINGTON, UTAH, AND THE STATE OF UTAH. THE CITY OF FARMINGTON, UTAH, HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT CONFORMS WITH THE CITY OF FARMINGTON, UTAH, ORDINANCES AND REGULATIONS. THE CITY OF FARMINGTON, UTAH, DOES NOT WARRANT THE ACCURACY OF THIS PLAN OR THE RESULTS OF ANY CONSTRUCTION BASED THEREON. THE CITY OF FARMINGTON, UTAH, DOES NOT ASSUME ANY LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS PLAN. THE CITY OF FARMINGTON, UTAH, DOES NOT ASSUME ANY LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS PLAN. THE CITY OF FARMINGTON, UTAH, DOES NOT ASSUME ANY LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS PLAN.

EXHIBIT E
PRELIMINARY PLANS

[attached hereto]

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DATE April 20, 2015

37.0' Wide Access Cross Section

SHEET NO. EX-3

JOB NO. 14N911
14N911-Cable/Electrification.dwg 14N911-S9.dwg 4/20/2015 4:29:08 PM 2015-04-20 11

1075 West Station Parkway
Farmington City, Davis County, Utah



GREAT BASIN
ENGINEERING

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