

CORRECTION AFFIDAVIT

STATE OF UTAH)
 ss.
County of Utah)

The undersigned, having been duly sworn, hereby deposes and says as follows:

1. I am a resident of UTAH County, State of Utah, over the age of twenty-one years and in all respects competent to testify to the matters contained herein.
2. I am currently employed by PROVO LAND TITLE COMPANY, and I am a licensed title officer and escrow officer.
3. I am familiar with that certain "Agreement Establishing a Joint Access Easement and Restrictive Covenants" which was recorded November 30, 2016 as Entry#120283;2016 of the official records of the Recorder, Utah County, Utah.
4. Due to a clerical error, the numerical headings for the paragraphs were omitted. The correct version of the document is attached hereto. The legal description on the document was not changed.



Robert Macdonald
for Provo Land Title Company

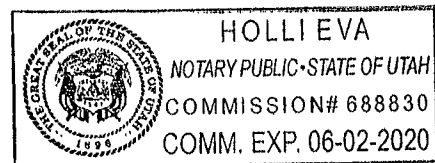
SUBSCRIBED AND SWORN before me this 19th day of December, 2016.



Notary Public

Residing at:

My commission expires:



When Recorded Mail To:
 STEVEN R. SKABELUND
 1149 West Center Street
 Orem, Utah 84057

**AGREEMENT ESTABLISHING A
 JOINT ACCESS EASEMENT AND RESTRICTIVE COVENANTS**

THIS AGREEMENT ESTABLISHING A JOINT ACCESS EASEMENT AND RESTRICTIVE COVENANTS (this "Agreement") is made and entered into this 29th day of November, 2016, by and between KAREN ABBOTT, ALLEN & ANN PERRY PROPERTIES, LLC, CHAD & DIANE STRATTON PROPERTIES, LLC, CYNTHIA STRATTON PROPERTIES, LLC, J&N MCNEIL PROPERTIES, LLC, and CONNIE STRATTON (hereinafter collectively referred to as the "Stratton Family") and HARMON CITY, INC., a Utah corporation (hereinafter referred to as "Harmon City"). The Stratton Family and Harmon City are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Stratton Family is the owner of certain real property (the "Stratton Property") depicted on the attached Exhibit "B" and more particularly described as follows:

Commencing South 36.33 feet and East 661.53 feet from the West quarter corner of Section 12, Township 6 South, Range 2 East, Salt Lake Base and Meridian; North 89° 59' 45" East 78.59 feet; North 89° 59' 45" East 238.26 feet; South 86° 54' 55" East 33.43 feet; South 0° 31' 36" East 647.82 feet; South 89° 36' 37" West 350.2 feet; North 0° 31' 36" West 6.57 feet; North 0° 31' 36" West 645.41 feet to beginning.

Less and excepting therefrom that portion conveyed to Cascade Estates, LLC by a Warranty Deed recorded November 13, 2014, as Entry No. 81793:2014, official records, Described as follows: Commencing at a point located South 00° 27' 08" East along the Section line 245.07 feet and East 661.52 feet from the West Quarter Corner of Section 12, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 89° 43' 23" East 350.20 feet; thence South 00° 31' 31" East 442.55 feet; thence South 89° 36' 37" West 350.20 feet; thence North 00° 31' 31" West along The Orchards Subdivision 443.24 feet to the point of beginning.

WHEREAS, the Stratton Family is the owner of certain real property adjacent to the Stratton Property (the "Adjacent Property") depicted on the attached Exhibit "B" and more particularly described as follows:

Commencing South 38.1 feet and East 1011.76 feet from the West quarter corner of Section 12, Township 6 South, Range 2 East, Salt Lake Base and Meridian; South 86°54'55" East 146.97 feet; North 89°26'16" East 140 feet; along a curve to R (Chord Bears: South 39°36'9" East 5.13

feet, Radius = 22.5 feet); South 0°37'8" East 358.17 feet; South 89°12'40" West 116.44 feet; South 0°47'20" East 160 feet; North 89°12'40" East 115.97 feet; South 0°37'8" East 363.93 feet; South 89°32'47" West 91.44 feet; North 0°27'13" West 90 feet; South 89°32'47" West 119.92 feet; South 70°6'16" West 23.93 feet; North 89°57'0" West 117.44 feet; South 0°27'13" East 106 feet; North 89°57'0" West 462.74 feet; North 0°23'23" West 110.5 feet; North 14°20'36" West 47.4 feet; North 0°23'23" West 116.5 feet; North 89°35'23" East 183.34 feet; South 0°31'36" East 6.57 feet; North 89°36'37" East 350.2 feet; North 0°31'36" West 647.82 feet to beginning.

Less and Excepting: Cascade Estates Plat A, according to the official plat thereof, as recorded in the Office of the County Recorder of Utah County Recorder, State of Utah.

WHEREAS, Harmon City is the owner of certain property adjacent to the Stratton Property (the "Harmon Property") depicted on the attached Exhibit "C" and more particularly described as follows:

Lot 4, Plat "A," The Orchards at 800 North Subdivision, Orem, Utah, according to the Official Plat thereof on file and of record in the Office of the Utah County Recorder's Office.

WHEREAS, Harmon City has a leasehold interest in certain property adjacent to the Harmon Property (the "Leasehold Property" or "Lot 1," which together with the Stratton Property, the Adjacent Property and the Harmon Property, is referred to as the "Properties") depicted on the attached Exhibit "C" and more particularly described as follows:

Lot 1, Plat "A," The Orchards at 800 North Subdivision, Orem, Utah, according to the Official Plat thereof on file and of record in the Office of the Utah County Recorder's Office.

WHEREAS, The Parcels at the Orchards, LLC, a Delaware limited liability company ("The Parcels"), and The Orchards Shopping Center, LLC, a Delaware limited liability company ("The Orchards" and together with The Parcels, the "Declarant") are collectively the Declarant under the Declaration (defined below).

WHEREAS, The Orchards is the owner of the Leasehold Property as well as the following certain property adjacent to the Leasehold Property more particularly described as follows ("Lot 2"):

Lot 2, Plat "A," The Orchards at 800 North Subdivision, Orem, Utah, according to the Official Plat thereof on file and of record in the Office of the Utah County Recorder's Office.

WHEREAS, The Parcels is the owner of certain property adjacent to the Leasehold Property more particularly described as follows ("Lot 3"):

Lot 3, Plat "A," The Orchards at 800 North Subdivision, Orem, Utah, according to the Official Plat thereof on file and of record in the Office of the Utah County Recorder's Office.

WHEREAS, Lot 1, Lot 2 and Lot 3 are collectively referred to herein as the "Shopping Center Property".

WHEREAS, the Parties now desire to create, from their respective properties, a joint access easement solely for the purpose of shared ingress and egress.

WHEREAS, the Stratton Family hereby desires to grant a restrictive covenant prohibiting the sale of groceries, pharmacies and bakeries on the Stratton Property and the Adjacent Property.

WHEREAS, the Stratton Family hereby desires to grant a restrictive covenant prohibiting the leasing of space in the Stratton Property and the Adjacent Property to any existing tenants in the Shopping Center Property, including the Leasehold Property.

WHEREAS, the Stratton Family hereby desires to grant a restrictive covenant limiting the leasing of space in the Stratton Property and the Adjacent Property to general office use only.

NOW THEREFORE, for good and valuable consideration and the mutual covenants and promises contained herein, the Parties agree as follows:

1. Grant of Easement.

(a) The Stratton Family hereby grants to Harmon City (the "Harmon City Easement"), and Harmon City hereby grants to the Stratton Family (the "Stratton Easement"), a perpetual, non-exclusive joint access easement for pedestrian and vehicular ingress and egress (the Harmon City Easement and the Stratton Easement are collectively, the "Easement") on, over, and across the property labeled as "40' Joint Access" and described and illustrated in Exhibit "A" attached hereto (the "Easement Property"), subject to the restrictions set forth herein. The Easement located on the Harmon Property (also known as the Stratton Easement) shall burden and run with the portion of the Easement Property that is located on the Harmon Property and shall be appurtenant to the Stratton Property. The Easement located on the Stratton Property (also known as the Harmon City Easement) shall burden and run with the portion of the Easement Property that is located on the Stratton Property and shall be appurtenant to the Harmon Property.

(b) The Easement shall also benefit the Shopping Center Property, including the Leasehold Property and as such the Parties expressly allow Declarant and its successors and its assigns the right to use the Easement. The duration of the benefit to Declarant is subject to Section 11 of this Agreement.

(c) Termination. In the event the Stratton Family violates the Declarant Restrictive Covenant (as defined in Section 7 below), Harmon City and Declarant shall each have the separate and independent right to immediately terminate the Stratton Easement and may unilaterally record notice of such termination if it occurs. The Parties also expressly acknowledge and agree that the Easement is subject to zoning of the Stratton Property and the Adjacent Property for general office use only. The Stratton Easement shall terminate and be of no further force or effect if, zoning or leasing of the Stratton Property and the Adjacent Property is for any use other than general office use. The termination of the Stratton Easement pursuant to this Section 1(c) will have no effect on the Harmon City Easement, and the Harmon City Easement shall remain in full force and effect in the event of such termination. The benefit to the Shopping Center Property, including the Leasehold Property, shall also remain in full force and effect in the event of such termination.

2. **Subject to All Matters of Record.** The use of the Easement created herein shall be subject to the restrictive covenants set forth in Sections 6 and 7 of this Agreement, all existing utility or drainage facilities and all matters of record or otherwise discoverable by a survey or inspection of the Easement Property.

3. **Maintenance.** Once the design and construction of the Improvements (defined below in Section 4) are completed, then the owner of the Harmon Property shall maintain the portion of the Easement Property on the Harmon Property and the owner of the Stratton Property shall maintain the portion of the Easement Property on the Stratton Property. The Parties agree to maintain the Easement Property in a good, workmanlike manner and in accordance with all applicable laws.

4. **Construction of Improvements; No Alteration; Compliance with Laws; Repairs; Hazardous Materials.** The owner of the Stratton Property shall be responsible, at its sole cost and expense, for the removal of the wall on the Stratton Property and the widening of the driveway in the Easement Property (the "Improvements") in accordance with plans approved in writing by the owner of the Harmon Property. The owner of the Harmon Property shall not unreasonably withhold its consent to such plans. The owner of the Stratton Property shall not alter any improvements on the Harmon Property without the owner of the Harmon Property's prior written consent, and the owner of the Harmon Property shall not alter any improvements on the Stratton Property without the owner of the Stratton Property's prior written consent. Each Party shall utilize the Easement Property in accordance with any and all applicable federal, state, and local laws, regulations and orders applicable thereto. Except in connection with the installation of the Improvements, if a Party disturbs the Easement Property, then such Party shall restore the Easement Property to the condition that existed prior to the disturbance. No party shall allow any hazardous, toxic or radioactive materials (except asphalt) to enter the Easement Property. The Parties shall obtain the written approval of Declarant to the extent any plans may affect the Shopping Center Property, including the Leasehold Property.

5. **Closing of Easement Property.** Either party may close any part of the Easement Property located on its property for such periods of time as may be reasonably necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations. In such event, the Party seeking to close the area shall provide notice to the other in advance of any such closure. Except as specifically set forth above in this Section 5, no Party shall permit to be constructed or placed on the portion of the Easement located on such owner's parcel any fence, wall, barricade or other obstruction, whether temporary or permanent in nature that limits or impairs pedestrian or vehicular traffic over any part of the Easement Property, or shall otherwise obstruct or interfere with the free flow of such traffic.

6. **Harmon City Restrictive Covenant.** The Stratton Family agrees, upon the full execution of this Agreement and for a period of ninety-nine (99) years thereafter, not to use, nor permit the use of, the Stratton Property or the Adjacent Property for (i) conducting the operation of a pharmacy; (ii) conducting the sale of groceries, including without limitation food products, dry groceries such as household products, and other food items typically sold in supermarkets (such as meats, poultry, seafood, dairy products, and fruits); or (iii) conducting the operation of a bakery (collectively, the "Harmon City Restrictive Covenant"). The Harmon City Restrictive Covenant is for the benefit of Harmon City and its successors of its business and assignees.

Notwithstanding the foregoing, the "Harmon City Restrictive Covenant" does not include a use where the primary business is the operation of a restaurant with ancillary sale of baked goods, including but not limited to restaurants such as Kneaders or Subway.

7. **Declarant Restrictive Covenant.** The Stratton Family agrees, upon the full execution of this Agreement and for a period of ninety-nine (99) years thereafter, to restrict the use and expressly limit the leasing of any space in the Stratton Property and the Adjacent Property to general office use only. The Stratton Family further agrees not to lease any space in the Stratton Property and the Adjacent Property to any tenant that is or was, within the twelve (12) months prior to the date of such proposed lease in the Stratton Property or the Adjacent Property, leasing space in the Shopping Center Property, including the Leasehold Property, without the written consent of Declarant. The "Declarant Restrictive Covenant" and the Harmon City Restrictive Covenant shall collectively be referred to herein as the "Restrictive Covenants"). The Declarant Restrictive Covenant is for the benefit of the Declarant.

8. **Insurance.** Each Party shall provide at its expense, and keep in full force during term of this Agreement, commercial general liability insurance from a responsible company or companies, with at least the coverage provided by a "combined single limit" of not less than \$1,000,000 per occurrence, and not less than \$2,000,000 in the aggregate, for bodily injury, death and property damage occurring or by reason of activities on the Easement Property. Each Party shall provide the other Party with evidence that the required insurance coverage is in force.

9. **Indemnification.** Each Party agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, successors and assigns, from and against any and all liability, damages, expenses, causes of action, suits, claims, or judgments arising from personal injury, death, or real or personal property damage which may be claimed or asserted against the other Party, its officers, directors, successors or assigns or the Properties, including, without limitation, reasonable attorneys' fees and costs, on account of the construction of the Improvements or the breach of this Agreement by such Party; except for claims arising from the gross negligence, willful misconduct or breach of this Agreement by the other Party, its officers, directors, successors, or assigns.

10. **Default by a Party.** If any Party fails to comply with the provisions of this Agreement contained in Sections 3, 4, or 5, any other Party may (but is not obligated to), after giving at least thirty (30) days' written notice to the defaulting Party, perform or cause to be performed such work or pay such sums as are necessary to comply with the terms of this Agreement. In such event, all sums reasonably expended and all costs and expenses reasonably incurred by the performing Party in connection with such work shall bear interest from the date expended or incurred (as the case may be) at the rate of sixteen percent (16%) per annum until paid or otherwise satisfied in full, and shall be paid promptly to the performing Party by the defaulting Party on written demand.

11. **Duration.** This Agreement shall constitute covenants that run with the land for the benefit of the respective parties or land as set forth in this Agreement and shall be binding upon the owner of the Harmon Property, the owner of the Stratton Property, the owner of the Adjacent Property, the owner of the Orchard Properties to the extent it affects the Shopping Center Property, and their successors, assigns and any person acquiring, leasing or otherwise

owning an interest in the Easement Property (for the term of the Easement) or the area encumbered by the Restrictive Covenants (for the term of the Restrictive Covenants). On and after the date any owner transfers (other than merely for purposes of security) or is otherwise divested of such owner's interest in any such property, such owner shall be relieved of all liabilities and obligations under this Agreement related to such property, except for such liabilities or obligations as may have accrued as of the date of such transfer or divestiture.

12. Representations of the Stratton Family. The Stratton Family represents and warrants that the Easement shall only be used as a joint access easement for pedestrian and vehicular ingress and egress on, over, and across the Easement Property. The Stratton Family represents that the Stratton Property is free and clear of all liens and any encumbrances that would materially adversely affect Declarant and Harmon City's use of the Easement. The Stratton Family represents that the Stratton Property is free and clear of all liens and any encumbrances that would materially adversely impair Harmon City's benefit from the Harmon City Restrictive Covenant. The Stratton Family represents that the Stratton Property and the Adjacent Property are free and clear of all liens and any encumbrances that would materially adversely impair the Declarant's benefit from the Declarant Restrictive Covenant.

13. Representation of Harmon City. Harmon City represents that the Harmon Property is free and clear of all liens and any encumbrances that would materially adversely affect the use of the Easement by the Stratton Family. Harmon City represents and warrants that the Easement shall only be used as a joint access easement for pedestrian and vehicular ingress and egress on, over, and across the Easement Property.

14. Attorneys' Fees. In the event any action is commenced by any party against another party in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees. The Parties acknowledge and agree that this Section 14 shall apply to any action commenced by Declarant in connection with this Agreement.

15. Declarant and Manager Approval. Notwithstanding any section to the contrary in this Agreement, the effectiveness of this Agreement is conditioned upon (i) the consent of the Declarant, who is the declarant under that certain Declaration of Easement, Covenants and Restrictions for The Orchards at 800 North, recorded October 28, 1997 as Entry Number 85053 in the official records of the Utah County Recorder's office or as therein amended (the "Declaration"), and (ii) the acknowledgement of the Manager under the Declaration. Notwithstanding any section to the contrary in this Agreement, the effectiveness of the Stratton Easement is further conditioned upon compliance with the terms of the Declaration to the extent it applies to the Easement Property or this Agreement. The Parties expressly acknowledge and agree that they shall comply with the terms of the Declaration to the extent it applies to the Easement Property or this Agreement.

16. Incorporation of Recitals and Exhibits. The Recitals located at the beginning of this Agreement are incorporated herein by this reference. The Exhibits attached to this Agreement are also hereby incorporated into this Agreement. In the event of any conflict between the legal descriptions in the Exhibits and the depictions of the same property, the depictions shall control.

17. **Amendments.** The recitals and Sections 1(a), 1(b), 1(c), 2, 3, 4, 5, 6, 8, 9, 10, 11-28 of this Agreement may not be amended without a written and recorded instrument signed by the owner of the Harmon Property. The recitals and Section 6 of this Agreement may not be amended without a written and recorded instrument signed by Harmon City (or its successors of its business or assignees). The recitals and Sections 1(a), 1(b), 1(c), 2, 3, 4, 5, 6, 7, 8, 9, 10, 11-28 of this Agreement may not be amended without a written and recorded instrument signed by the owner of the Stratton Property. The recitals and Sections 1(c), 6, 7, 9, 11, 12, 14, 15, 16, 17-28 of this Agreement may not be amended without a written and recorded instrument signed by the owner of the Adjacent Property. The recitals and Sections 1(a), 1(b), 1(c), 2, 4, 7, 11, 12, 14, 15, 16, 17-28 of this Agreement may not be amended without a written and recorded instrument signed by the owner of the Shopping Center Property. The Parties may amend the Agreement as so long as any such amendment(s) is not prohibited by the Declaration. The Parties expressly acknowledge and agree that no amendment by the Parties, its successor and assigns, shall be in contradiction or interfere with any provision of the Declaration.

19. **Entire Agreement.** This agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement. The parties represent and warrant that there are no other easement rights and/or restrictive covenants herein conveyed except as defined in Sections 1, 6, and 7.

20. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah without giving effect to its conflict of laws principles.

21. **Authority.** The undersigned represent and warrant that each of them has been duly authorized by all necessary corporate or company action, as appropriate, to execute this Agreement for and on behalf of the respective parties. The undersigned each further represents and warrants that this Agreement, when fully executed, shall constitute a legal, valid, and binding agreement for such party, enforceable in accordance with its terms.

22. **Captions.** The captions to the sections of this Agreement are for convenience only and shall in no way affect the manner in which any provision thereof is construed.

23. **No Relationship.** The parties hereto do not, by this Agreement nor by either parties' acts, become principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

24. **No Waiver.** Failure of a party hereto to insist upon strict performance of any provisions hereof shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this instrument shall be deemed to have been waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

25. **No Dedication.** Nothing contained in this Agreement will be deemed to be a gift or a dedication of any portion of the Properties to the general public or for the use by or benefit of the general public for any public purpose whatsoever, it being the intention of the parties that

this Agreement will be strictly limited to and for the purpose expressed herein. The parties acknowledge that public dedication of any form is expressly prohibited by the Declaration.

26. Notices. All notices made pursuant to this Agreement shall be in writing and shall be given by personal delivery to a responsible person, by fax, by deposit in the United States mail (certified mail, return receipt requested, postage prepaid), or by express delivery service, freight prepaid. Notices shall be delivered or addressed to the parties at the following addresses, or at such other address as a Party may designate in writing:

The Stratton Family: Karen Abbott, Allen & Ann Perry Properties, LLC, Chad & Diane Stratton Properties, LLC, Cynthia Stratton Properties, LLC, J&N McNeil Properties, LLC, and Connie Stratton
1149 W. Center St.
Orem Utah 84057

Harmon City: Harmon City, Inc.
3540 S. 4000 W., Suite 500
West Valley City, Utah 84120
Attention: CFO

With a copy to: Ballard Spahr LLP
201 South Main Street, Suite 800
Salt Lake City, Utah 84111
Attention: Cristina Coronado

The Parcels at The Orchards, LLC:
The Parcel at The Orchards, LLC
221 Gough Street, Suite 206
San Francisco, California 94102

The Orchards Shopping Center, LLC:
The Orchards Shopping Center, LLC
221 Gough Street, Suite 206
San Francisco, California 94102

The date notice is deemed to have been given, received and become effective shall be the date on which the notice is delivered, if notice is given by personal delivery, or the date of actual receipt, if the notice is sent by fax, through the United States mail or by express delivery service.

27. Partial Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, then all terms, provisions, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

28. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this ____ day of _____, 2016.

KAREN ABBOTT

STATE OF)
 SS:
COUNTY OF)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public, personally appeared KAREN ABBOTT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to this instrument, and acknowledged to me that she executed the same.

Notary Public
Residing at: _____

CONNIE STRATTON

STATE OF)
 SS:
COUNTY OF)

On this _____ day of _____, 2016, before me, a Notary Public, personally appeared CONNIE STRATTON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to this instrument, and acknowledged to me that she executed the same.

Notary Public
Residing at: _____

CHAD & DIANE STRATTON PROPERTIES,
LLC

By: CHAD STRATTON, Manager

STATE OF)
 SS:
COUNTY OF)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public, personally appeared CHAD STRATTON, Manager of CHAD & DIANE STRATTON PROPERTIES, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

Notary Public
Residing at: _____

ALLEN & ANN PERRY PROPERTIES, LLC

By: ANN PERRY, Manager

STATE OF)
) SS:
COUNTY OF)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public, personally appeared ANN PERRY, Manager of ALLEN & ANN PERRY PROPERTIES, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that she executed the same.

Notary Public
Residing at: _____

J&N MCNEIL PROPERTIES, LLC

By: NANCY MCNEIL, Manager

STATE OF)
) SS:
COUNTY OF)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public, personally appeared NANCY MCNEIL, Manager of J&N MCNEIL PROPERTIES, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that she executed the same.

Notary Public
Residing at: _____

CYNTHIA STRATTON PROPERTIES, LLC

By: CYNTHIA STRATTON, Manager

STATE OF)
 SS:
COUNTY OF)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public, personally appeared CYNTHIA STRATTON, Manager of CYNTHIA STRATTON PROPERTIES, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that she executed the same.

Notary Public
Residing at: _____

HARMON CITY, INC.

By: JOHN W. WARD, Chief Financial Officer

STATE OF)
 SS:
COUNTY OF)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public, personally appeared JOHN W. WARD, on behalf of HARMON CITY, INC., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

Notary Public
Residing at: _____

DECLARANT CONSENT

The Parcels at The Orchards, LLC, a Delaware limited liability company, and The Orchards Shopping Center, LLC, a Delaware limited liability company, collectively as the successor Declarant under that certain Declaration of Easement, Covenants and Restrictions for The Orchards at 800 North recorded on October 28, 1997 as Entry Number 85053, as amended, consents to the execution and recording of the Agreement Establishing a Joint Access Easement and Restrictive Covenants to which this Declarant Consent is attached.

The Parcels at The Orchards, LLC

By:
Title:

STATE OF)
 SS:
COUNTY OF)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public, personally appeared _____, on behalf of THE PARCELS AT THE ORCHARDS, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

Notary Public
Residing at: _____

The Orchards Shopping Center, LLC

By:
Title:

STATE OF)
 SS:
COUNTY OF)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public, personally appeared _____, on behalf of THE ORCHARDS SHOPPING CENTER, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

Notary Public
Residing at: _____

MANAGER ACKNOWLEDGEMENT

The undersigned, constituting the Manager under that certain Declaration of Easement, Covenants and Restrictions for The Orchards at 800 North recorded on October 28, 1997 as Entry Number 85053, as amended, acknowledges the execution and recording of the Agreement Establishing a Joint Access Easement and Restrictive Covenants to which this Declarant Consent is attached.

The Parcels at The Orchards, LLC

By:
Title:

STATE OF)
 SS:
COUNTY OF)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public, personally appeared _____, on behalf of THE PARCELS AT THE ORCHARDS, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

Notary Public
Residing at: _____

The Orchards Shopping Center, LLC

By:
Title:

STATE OF)
 SS:
COUNTY OF)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public, personally appeared _____, on behalf of THE ORCHARDS SHOPPING CENTER, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

Notary Public
Residing at: _____

HARMON CITY, INC.

By: JOHN W. WARD, Chief Financial Officer

STATE OF)
) SS:
COUNTY OF)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public, personally appeared JOHN W. WARD, on behalf of HARMON CITY, INC., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

Notary Public
Residing at: _____

EXHIBIT "A"
EASEMENT PROPERTY DESCRIPTION

COMMENCING AT A POINT LOCATED SOUTH 00°27'08" EAST ALONG THE SECTION LINE 55.21 FEET AND EAST 632.58 FEET FROM THE WEST QUARTER CORNER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 SOUTH, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°43'23" EAST ALONG 800 NORTH STREET 40.00 FEET; THENCE SOUTH 177.43 FEET; THENCE WEST 40 FEET; THENCE NORTH 177.23 FEET TO THE POINT OF BEGINNING.

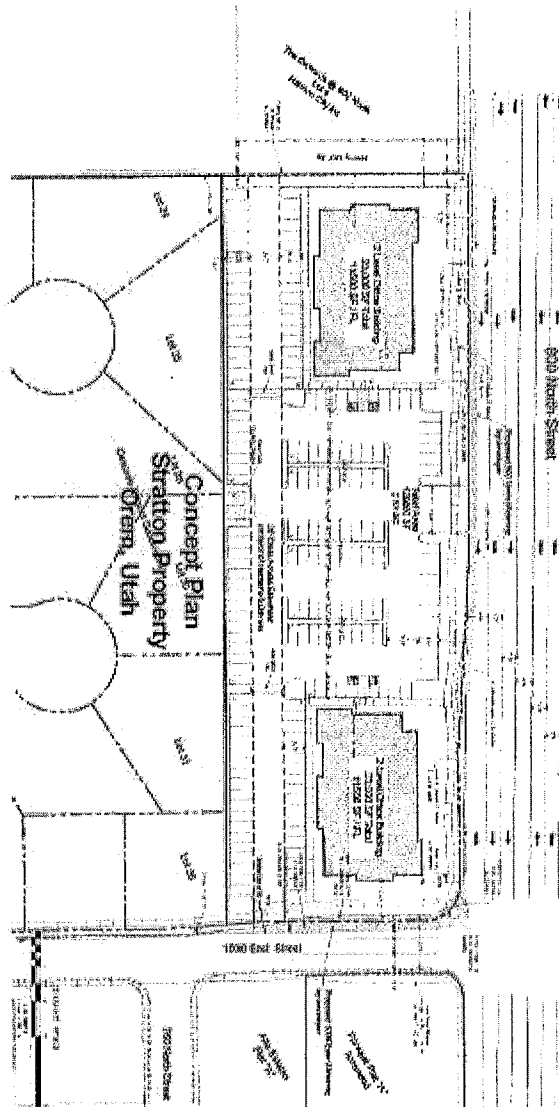


EXHIBIT A

EXHIBIT "B"
DEPICTION OF THE STRATTON PROPERTY AND ADJACENT PROPERTY

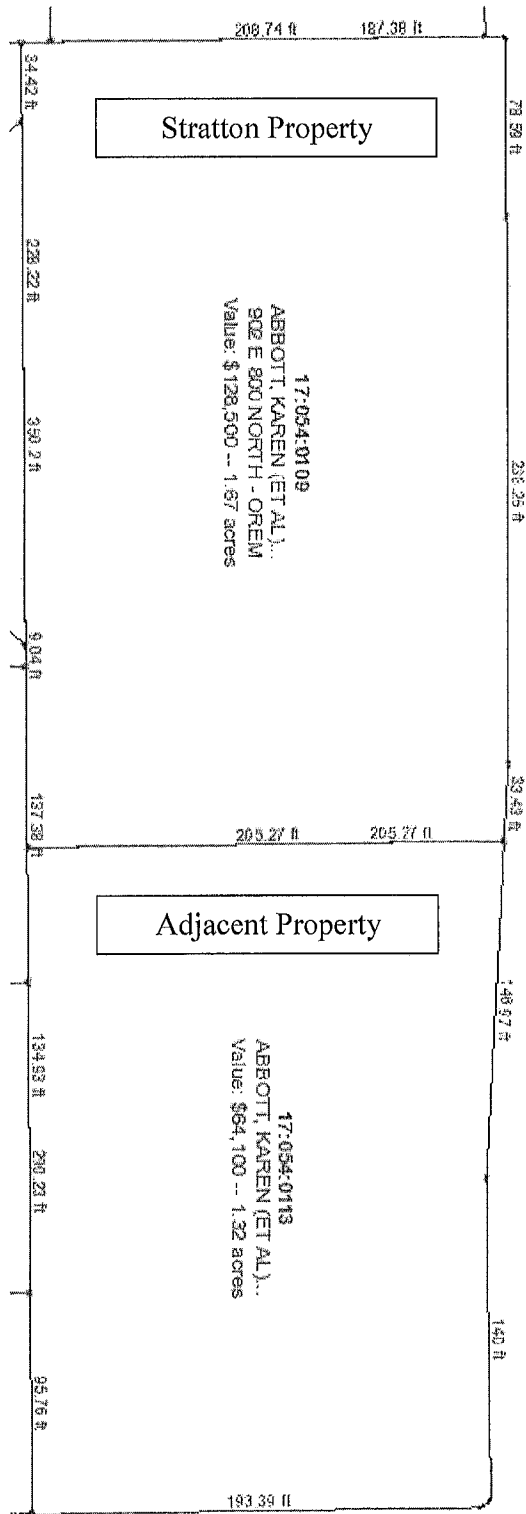


EXHIBIT B

EXHIBIT "C"
DEPICTION OF THE HARMON PROPERTY AND LEASEHOLD PROPERTY

