

When Recorded Return To:  
Jay D. Wiley  
Snell & Wilmer  
One Arizona Center  
Phoenix, Arizona 85004-2202

SLC 10879

RECIPROCAL EASEMENT AGREEMENT AND COVENANTS RUNNING  
WITH THE LAND  
(WITH ATTACHED CONSENT(S))

THIS RECIPROCAL EASEMENT AGREEMENT AND COVENANTS RUNNING WITH THE LAND ("Agreement") is made and entered into this 9<sup>th</sup> day of August, 2007, by and between DMB INVESTMENTS, LLC, an Idaho limited liability company, B.W., Inc., an Idaho corporation, and Don Brandt, a single man (hereinafter jointly referred to as "DMB") and HEWSON/PLEASANT GROVE PARTNERS, L.L.C., an Arizona limited liability company ("Hewson").

RECITALS:

WHEREAS, DMB simultaneously with the execution and delivery of this Agreement conveyed to Hewson the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "Hewson Parcel"); and

WHEREAS, DMB is the Owner of the real property described on Exhibit B attached hereto and by this reference made a part hereof (the "DMB Parcel"), which DMB Parcel is located adjacent to the Hewson Parcel; and

WHEREAS, the DMB Parcel shares a common boundary with the Hewson Parcel, which common boundary is approximately along the north and northeast boundary of the Hewson Parcel approximately as such Parcels are shown on Exhibit C attached hereto and by this reference made a part hereof (the "Site Plan"); and

WHEREAS, it is contemplated that the Hewson Parcel and the DMB Parcel will be developed with various office and other commercial buildings and related improvements; and

WHEREAS, it is contemplated that such related improvements will include paving, striping and signage suitable for driveways, walkways and parking areas (which improvements hereafter constructed on the DMB Parcel and the Hewson Parcel are hereinafter cumulatively referred to as the "Access and Parking Improvements" and the areas on such Parcels where the Access and Parking Improvements are located are hereinafter cumulatively referred to as the "Access and Parking Easement Areas," except that, unless modified pursuant to Section 3 below, the only parking spaces in the Access and Parking Easement Areas on the DMB Parcel shall be those parking spaces which are located within the area designated on the Site Plan for, and correspond to those defined in Section 3 below as, the "Presumed Improvements"); and

WHEREAS, the Hewson Parcel and the DMB Parcel are located in the City of Pleasant Grove, Utah (the "City") and portions of the DMB Parcel and the Hewson Parcel are adjacent to the rights of way for Sam White Lane, Granite Way and Grove Parkway in the City approximately as shown on the Site Plan (the "Adjacent Streets"); and

WHEREAS, the parties hereto wish to establish in this Agreement (a) right of way easements for ingress and egress over certain Access and Parking Easement Areas to facilitate access to, from and between the Parcels and Adjacent Streets, and (b) parking easements with respect to parking spaces on the Hewson Parcel and on portions of the DMB Parcel; and

WHEREAS, DMB and Hewson also wish to set forth in this Agreement their understandings and agreements with regard to the use and maintenance of the Access and Parking Easement Areas and certain other matters; and

WHEREAS, the parties intend that this Agreement run with the land and establish the respective rights and liabilities of the parties and their assigns and transferees with regard to the Access and Parking Improvements, the Access and Parking Easement Areas and the other matters set forth herein;

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein expressed and as a part of the transaction involving the conveyance of the Hewson Parcel by DMB to Hewson, the parties hereby agree as follows:

1. Definitions. Unless otherwise specifically stated herein, each reference in this Agreement to "Hewson" shall include the successors and assigns of Hewson and the Owners of all or any part of the Hewson Parcel and each reference in this Agreement to "DMB" shall include the successors and assigns of DMB and the Owners of all or any portion of the DMB Parcel. The term "Owner" as used in this Agreement shall refer to the owner of fee title to all or any portion of the DMB Parcel and/or the Hewson Parcel, as applicable; provided, however, in the event fee title is held by a person or entity for security purposes only, the Owner of such property shall be the person or entity then entitled to the economic benefits of ownership of such property. For example, in the case of property subject to a deed of trust, the "Owner" shall be the trustor designated in the deed of trust or, if the property has subsequently been conveyed, the then holder of the interest in the subject property previously held by the trustor. The DMB Parcel and/or the Hewson Parcel may hereinafter sometimes be individually referred to as a "Parcel." The portions of the Access and Parking Easement Areas located on the Hewson Parcel are hereinafter sometimes referred to as the "Hewson Easement Areas." The portions of the Access and Parking Easement Areas located on the DMB Parcel are hereinafter sometimes referred to as the DMB Easement Areas.

2. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into this Agreement as a part of the agreement between DMB and Hewson set forth herein and may be used in the interpretation of this Agreement.

3. Planned Development.

(a) The Site Plan depicts the way Hewson and DMB believe at this time the Hewson Parcel and the DMB Parcel will be developed, including in particular the approximate location of

- (i) all driveways on such Parcels;
- (ii) a building on the Hewson Parcel (the "Hewson Building");
- (iii) Buildings 2 and 3 on the DMB Parcel as shown on the Site Plan (individually, "Building 2" and "Building 3," as applicable);
- (iv) parking spaces on the Hewson Parcel to be used in connection with the operation of the Hewson Building and of Building 2 and Building 3 on the DMB Parcel;
- (v) parking spaces on the DMB Parcel to be used in connection with the operation of Building 2, Building 3 and the Hewson Building; and
- (vi) a portion of the parking spaces on the DMB Parcel to be used in connection with the operation of Building 3 on the DMB Parcel, which portion is also to be used in connection with the operation of Building 2 and the Hewson Building

(which driveways, Buildings and parking spaces identified in clauses (i) through (vi) above (but with respect to parking spaces on the DMB Parcel, only such parking spaces on the DMB Parcel as are designated on the Site Plan for use in connection with Building 2 and/or Building 3) are hereinafter cumulatively referred to as the "Presumed Improvements").

(b) The improvements actually constructed on the Hewson Parcel shall not deviate in any material way from the Presumed Improvements shown on the Site Plan for the Hewson Parcel without the prior written consent of DMB, which consent shall not be unreasonably withheld so long as the access to, from and between the DMB Parcel and the Adjacent Streets and the availability to the DMB Parcel of parking spaces on the Hewson Parcel are not materially and adversely affected as a result of the location or nature of the actual improvements constructed on the Hewson Parcel being different than the location or nature of the Presumed Improvements as shown on the Site Plan. Similarly, the improvements actually constructed on the DMB Parcel shall not materially and adversely affect the access of Hewson over the DMB Parcel to, from and between the Hewson Parcel and the Adjacent Streets and the availability to the Hewson Parcel of parking spaces on the DMB Parcel as shown on the Site Plan.

(c) If an Owner is entitled to withhold its consent as above provided in subsection (b) above, then such Owner will nevertheless, at the request of the party seeking such consent, act in good faith in considering and approving revisions to the Site Plan with respect to such requesting Owner's Parcel which will permit development of such requesting Owner's

Parcel in a changed manner without materially and adversely affecting the benefits accruing to such consenting Owner under this Agreement and without cost to such consenting Owner.

4. Grants of Permanent Easements.

(a) DMB hereby grants to Hewson an irrevocable non-exclusive right of way easement over driveways and walkways on the DMB Easement Areas for vehicular and pedestrian ingress, egress and access to, from and between the Hewson Parcel and (i) the Adjacent Streets and/or (ii) the parking spaces on the DMB Easement Areas in the vicinity of Building 2 and Building 3 as depicted on the Site Plan. Hewson hereby grants to DMB an irrevocable non-exclusive right of way easement over the Hewson Easement Areas for pedestrian and vehicular ingress, egress and access to, from and between the DMB Parcel and (iii) the Adjacent Streets and/or (iv) the parking spaces on the Hewson Easement Areas.

(b) DMB hereby grants to Hewson a non-exclusive parking easement over the DMB Easement Areas for the parking of vehicles on the parking spaces located in the DMB Easement Areas in the vicinity of Building 2 and Building 3 as depicted on the Site Plan. Hewson hereby grants to DMB a non-exclusive parking easement over the Hewson Easement Areas for the parking of vehicles on the parking spaces located in the Hewson Easement Areas. For purposes of this parking easement, "parking" shall be defined as (i) the right to park a passenger vehicle, motorcycle or light truck within the designated parking lines of the designated parking area, (ii) for daily use (i.e., no overnight parking), and (iii) for the purpose of entering the building which is benefited by the parking easement.

(c) The easements herein granted to Hewson shall be appurtenant to the Hewson Parcel and a burden upon the DMB Easement Areas and all owners, lessees, visitors, guests, invitees and licensees to the Hewson Parcel shall be entitled to utilize the DMB Easement Area for the access and parking purposes herein described. The easement herein granted to DMB shall be appurtenant to the DMB Parcel and a burden upon the Hewson Easement Area and all owners, lessees, visitors, guests, invitees and licensees to the DMB Parcel shall be entitled to utilize the Hewson Easement Area for the access and parking purposes herein described.

(d) By these grants of easements, it is intended that all driveways and pedestrian walkways and parking spaces at any time located on the Access and Parking Easement Areas shall be available for use as driveways, pedestrian walkways and parking as indicated on the Site Plan by the Owners of both the Hewson Parcel and the DMB Parcel and the respective lessees, visitors, guests, invitees and licensees of and to such Parcels and of the businesses conducted thereon.

(e) Subject to the provisions of Subsection (f) below and Section 3 above, each Owner may install additional Access and Parking Improvements on its Parcel of the type, in the manner and at such time as such Owner deems appropriate; provided, however, all Access and Parking Improvements on the Access and Parking Easement Areas installed by an Owner shall be installed in accordance with applicable laws, rules, regulations and ordinances, in a manner such that the Access and Parking Easement Areas are suitable for use for the purposes herein specified and so that the Access and Parking Improvements on such Owner's portion of

the Access and Parking Easement Areas are compatible with the Access and Parking Improvements on the other Owner's portion of the Access and Parking Easement Areas.

(f) No Owner of the Hewson Easement Areas or the DMB Easement Areas or any other person shall erect any barriers or improvements on or between the Hewson Easement Area and/or the DMB Easement Area which would interfere with reasonable access by the Owners of the DMB Parcel and the Hewson Parcel and their permitted users as described above to the driveways, pedestrian walkways and parking spaces at any time located on the Access and Parking Easement Areas; provided, however, any Owner, after written notice to all other Owners, may from time to time erect a barrier for such limited period of time as shall be necessary, in such Owner's reasonable opinion, to prevent any acquisition by the public of rights to or ownership of the easement rights created herein.

5. Grant of Temporary Easement. DMB hereby grants to Hewson a temporary easement (the "Temporary Easement") for vehicular and pedestrian ingress and egress to, from and between the Hewson Parcel and Sam White Lane over the existing unimproved gravel road ("Temporary Roadway") on the westerly portion of the DMB Parcel designated on the Site Plan as the "Temporary Construction Access Area." Hewson accepts the current condition of the Temporary Roadway. The Temporary Easement may be used by Hewson and its employees, agents, contractors, subcontractors, architects, engineers, materialmen and other construction related persons in connection with the planning, construction and inspection of the Hewson Building and related improvements on the Hewson Parcel. The Temporary Easement shall expire upon the earlier of (a) the completion of construction on the Hewson Parcel of the Presumed Improvements to be constructed on the Hewson Parcel or (b) September 1, 2008. During the term of the Temporary Easement, Hewson shall maintain the Temporary Roadway in as good condition and repair as its condition at the beginning of the term of the Temporary Easement. In the event DMB commences construction prior to the completion of construction by Hewson, DMB shall have the right, upon thirty (30) days advance notice to Hewson, to reroute the Temporary Roadway so as not to interfere with the DMB construction; provided, however, that the alternate route shall be constructed by DMB prior to the diversion of traffic from the Temporary Roadway, shall be constructed at DMB's cost, and shall provide Hewson with reasonably comparable access to Sam White Lane.

6. Further Subdivision. In the event either the Hewson Parcel or the DMB Parcel is further subdivided, each of DMB and Hewson shall be responsible for allocating its responsibilities for maintenance and repair as provided in Section 7 below among subsequent Owners of its Parcel in such manner as Hewson or DMB, as applicable, deems appropriate, but such allocation shall not affect the rights of the Owner(s) of the other Parcel and therefore, as to such other Owner(s), (a) the obligations under this Agreement to maintain and repair the DMB Easement Area and the Access and Parking Improvements thereon shall continue to run with all of the DMB Parcel, and (b) the obligations under this Agreement to maintain and repair the Hewson Easement Area and the Access and Parking Improvements located thereon shall run with all of the Hewson Parcel.

7. Maintenance of Access and Parking Improvements. Except with respect to the Temporary Roadway, the Owner(s) of any portion of the Access and Parking Easement Areas upon which any of the Access and Parking Improvements are located shall be responsible for

keeping in good condition and repair those portions of the Access and Parking Improvements located on its Parcel and, to the extent not so maintained by the City, those entry improvements, including but not limited to curb cuts and entry ways, which are located on the portion of the City's right of way which is adjacent to such Owner's Parcel and necessary for efficient use of and access to the Access and Parking Improvements. If an Owner of any portion of the Access Easement and Parking Areas fails to so maintain the Access and Parking Improvements on its Parcel or the City right of way adjacent to its Parcel (a "Defaulting Owner"), or otherwise fails to perform its obligations under Sections 5 or 8 of this Agreement, and such failure continues for a period of thirty (30) days following such Defaulting Owner's receipt of written notice of such failure, then any Owner of all or a portion of the other Parcel (i.e. either the DMB Parcel or the Hewson Parcel) may enter upon the Access and Parking Easement Areas or the Temporary Easement Area, as applicable, perform the necessary repair and maintenance work, and have the right, upon submission of proof of payment and appropriate lien waivers, to be reimbursed by the Defaulting Owner for the costs of such repair, maintenance or other applicable work, together with an administrative fee equal to ten percent (10%) of the costs of all such work. Such obligation to reimburse the Owner performing such work shall be a joint and several liability of all of the Owners of all of the applicable Parcel (i.e., either of the DMB Parcel or the Hewson Parcel, as applicable).

8. Initial Construction of Access and Parking Improvements. Each Owner shall be obligated to install Access and Parking Improvements on its Parcel only at such time as such Owner constructs a building on its Parcel which is intended to also utilize such Access and Parking Improvements and the Owner of the other Parcel shall, in addition to any other rights and remedies available at law or in equity, have the rights and remedies provided in Section 7 of this Agreement if an Owner defaults in its obligation to install such Access and Parking Improvements at any such time. However, if the Owner of a Parcel is not yet obligated to construct Access and Parking Improvements which the Owner of the other Parcel (the "Requiring Owner") wishes to have installed on such other Owner's Parcel in order to facilitate the Requiring Owner's development and use of its Parcel, the Requiring Owner may, after written notice to the other Owner and at such Requiring Owner's sole cost and expense, enter upon the other Owner's Parcel in accordance with the Site Plan and Section 10 below and install temporary access ways and parking spaces for use in connection with the Requiring Owner's Parcel until the other Owner installs the applicable Access and Parking Improvements for use in connection with such other Owner's development of its Parcel; provided, however, if the other Owner desires to utilize such temporary accessways and/or parking spaces on a permanent basis in connection with its development and operation of buildings on such other Owner's Parcel, or to upgrade and then utilize such improvements, such temporary or improved accessways and/or parking spaces, as applicable, shall thereupon become Access and Parking Improvements for purposes of this Agreement. Until the private road extension of Granite Way over the DMB Easement Areas is completed, and subject to city approval, Hewson may construct and use a temporary gravel accessway from the northwest end of the roundabout on Granite Way over and across the DMB Easement Areas to provide secondary access from the Hewson Building to Granite Way, as indicated in the sketch attached hereto as Exhibit "D". If Hewson elects to construct such temporary accessway, Hewson shall maintain it during the term of such temporary accessway.

9. Insurance. Each Owner shall carry general liability insurance of at least \$2,000,000 and such additional insurance as it deems appropriate with respect to its Parcel, the Access and Parking Easement Areas, the Temporary Construction Access Area and the effect of this Agreement.

10. Entry Rights and Obligations. The Owner of each of the Hewson Parcel and the DMB Parcel shall have the right to enter upon the Parcel of the other Owner (except any buildings located thereon) to the extent reasonably necessary to exercise its rights and perform its obligations under this Agreement. Each Owner shall indemnify the other Owner from and against all claims, costs and liabilities incurred by such other Owner resulting from the exercise of such rights by the entering Owner and its contractors, agents and employees.

11. Liabilities and Obligations. Except as hereinafter specifically provided, the obligations and liabilities of Hewson, DMB and any successor Owner hereunder shall apply only to obligations and liabilities which arise while such entity is an Owner and each of such entities shall be released from any subsequent obligations or liabilities with respect to any portion of the DMB Parcel or the Hewson Parcel upon any transfer by it of such portion of the DMB Parcel or the Hewson Parcel, as applicable.

12. Interest. Any amounts which become owing under this Agreement to any party or Owner which are not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid.

13. Notices. All notices or other communications made pursuant hereto shall be in writing and shall be deemed properly delivered, given or served when (a) personally delivered against receipted copy; (b) mailed by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by recognized overnight express delivery service; to the parties at the following addresses:

Hewson: HEWSON/PLEASANT GROVE PARTNERS, L.L.C.  
 c/o Hewson Development Corporation  
 4636 East University Drive  
 Suite 265  
 Phoenix, Arizona 85034  
 Attn: President

with copy to: Jay D. Wiley, Esq.  
 SNELL & WILMER L.L.P.  
 One Arizona Center  
 Phoenix, Arizona 85004-2202

DMB, B.W., Inc. and Don Brandt: DMB INVESTMENTS, LLC  
 Attention: Dennis M. Baker  
 250 South Beechwood, Suite 120  
 Boise, Idaho 83709  
 Telephone: (208) 375-6666  
 Fax: (208) 375-6667

with copy to: DURHAM JONES & PINEGAR  
 111 E. Broadway, Suite 900  
 Salt Lake City, Utah 84111  
 Attn: Paul M. Durham, Esq.  
 Telephone: (801) 415-3000  
 Fax: (801) 415-3500

All notices so mailed shall be deemed received seventy-two (72) hours after deposit in the United States mail, and notices sent by overnight express delivery service shall be deemed received on the next business day. Either party may change its address, and addresses for additional Owners may be added, for the purposes of this Section by giving five (5) days prior written notice of such change to all other Owners in the manner provided in this Section.

14. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

15. Applicable Law. This Agreement shall be construed and interpreted under, and governed and enforced according to, the laws of the State of Utah.

16. Attorneys' Fees. In the event of any action or proceeding to compel compliance with, or for a breach of, the terms and provisions of this Agreement, the prevailing party shall be entitled to recover from the losing party all costs and expenses of such action or proceeding, including but not limited to, the reasonable attorneys' fees of the prevailing party.

17. Waiver. The waiver of, or failure to enforce, any breach of or violation of any of the foregoing obligations or easements shall not be deemed to be a waiver of the right to enforce, or be deemed an abandonment of, the particular obligation violated or any of the obligations; nor shall it be deemed to be a waiver of the right to enforce any subsequent breach or violation of this Agreement or any of the provisions hereinabove set forth. The foregoing shall apply regardless of whether or not any party has knowledge of the breach of the violation.

18. Severability. The invalidation of any one of the provisions of this Agreement by judgment, order, or decree of a court of competent jurisdiction shall not affect any of the other restrictions, easements, covenants or any part hereof, and the same shall remain in full force and effect.

19. Binding Effect; Covenants Running with the Land. Subject to the limitations set forth in Section 11 above, the provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. In addition, the covenants set forth in this Agreement shall be covenants running with the land and each of the Parcels.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement and may be amended only by recording, in the office of the Recorder of Utah County, Utah, an instrument in writing reciting such amendment, bearing the acknowledged signatures of all Owners.

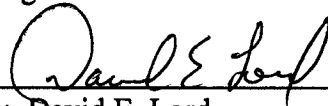


21. Term. Except as provided in Section 5 of this Agreement with respect to the term of the Temporary Construction Easement, the foregoing restrictions, covenants, liens, easements and rights of way shall be perpetual.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

HEWSON/PLEASANT GROVE PARTNERS, L.L.C., an Arizona limited liability company

By: Hewson Development Corporation, an Arizona corporation  
Its: Manager

By:   
Name: David E. Lord  
Title: Senior Vice President/COO

“HEWSON”

DMB INVESTMENTS, LLC, an Idaho limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

B.W., INC., an Idaho corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Don Brandt, an individual

jointly “DMB”

STATE OF ARIZONA        )  
                                  ) ss.  
County of Maricopa        )

On the 9th day of August, 2007, personally appeared before me David E. Lord, the Senior Vice President/COO of Hewson Development Corporation, an Arizona corporation and Manager of HEWSON/PLEASANT GROVE PARTNERS, L.L.C., an Arizona limited liability company, who acknowledged that he executed the foregoing on behalf of said corporation as the Manager of said limited liability company.

*Patricia L. Miller*  
\_\_\_\_\_  
Notary Public

My Commission Expires:

January 12, 2009



STATE OF \_\_\_\_\_ )  
                                  ) ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2007, by: Dennis M. Baker, the Manager of DMB INVESTMENTS, LLC, an Idaho limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

21. Term. Except as provided in Section 5 of this Agreement with respect to the term of the Temporary Construction Easement, the foregoing restrictions, covenants, liens, easements and rights of way shall be perpetual.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

HEWSON/PLEASANT GROVE PARTNERS, L.L.C., an Arizona limited liability company

By: Hewson Development Corporation, an Arizona corporation

Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

“HEWSON”

DMB INVESTMENTS, LLC, an Idaho limited liability company

By: Dennis M. Baker  
Name: Dennis M. Baker  
Title: manager

B.W., INC., an Idaho corporation

By: Dennis M. Baker  
Name: Dennis M. Baker  
Title: President

Don Brandt  
Don Brandt, an individual

jointly “DMB”

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

On the \_\_\_\_ day of August, 2007, personally appeared before me \_\_\_\_\_, the \_\_\_\_\_ of Hewson Development Corporation, an Arizona corporation and Manager of HEWSON/PLEASANT GROVE PARTNERS, L.L.C., an Arizona limited liability company, who acknowledged that he executed the foregoing on behalf of said corporation as the Manager of said limited liability company.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

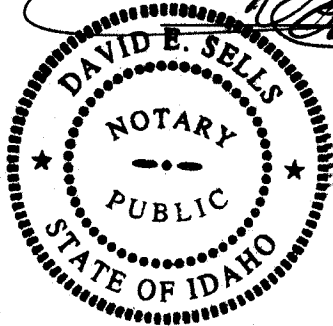
STATE OF Idaho )  
 ) ss.  
County of ADA )

This instrument was acknowledged before me this 9th day of August, 2007, by: Dennis M. Baker, the Manager of DMB INVESTMENTS LLC, an Idaho limited liability company, on behalf of the company.

*David E. Sells*  
\_\_\_\_\_  
Notary Public

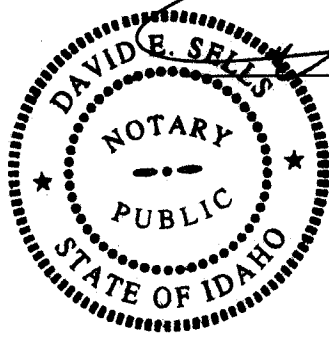
My Commission Expires:

10-28-2011



STATE OF Idaho )  
 ) ss.  
County of ADA )

This instrument was acknowledged before me this 9th day of August, 2007, by: Dennis M. Baker, the President of B.W., Inc., an Idaho Corporation, on behalf of the corporation.



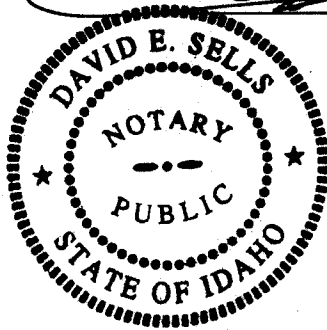
[Signature]  
Notary Public

My Commission Expires:

10-28-2009

STATE OF Idaho )  
 ) ss.  
County of ADA )

This instrument was acknowledged before me on the 9th day of August, 2007, by DON BRANDT, a single man, resident of the State of Idaho.



[Signature]  
Notary Public

My Commission Expires:

10-28-2011

EXHIBIT "A"

## Legal Description of Hewson Parcel

Parcel No. \_\_\_\_\_

A parcel of land, situated in Utah County, State of Utah, in the Southwest Quarter of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point which is located North 89°37'36" East 448.25 feet along the Section line and South 614.80 feet from the West Quarter Corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, and running:

thence East 253.23 feet;  
 thence South 45°00'00" East 109.36 feet;  
 thence North 45°00'00" East 64.00 feet;  
 thence South 45°00'00" East 164.03 feet;  
 thence North 45°00'00" East 55.25 feet;  
 thence South 45°00'00" East 50.17 feet to the northwesterly line of Grove Parkway, as shown on the BMW Subdivision and Road Dedication Plat, as recorded July 3, 2006 under entry no. 83481:2006 and Map no. 11732 in the Utah County Recorder's Office;  
 thence South 48°22'07" West 106.19 feet along said northwesterly line;  
 thence Southwesterly 48.25 feet along the arc of a 67.00-foot radius tangent curve to the right (center bears North 41°37'53" West and the long chord bears South 68°59'52" West 47.21 feet, through a central angle of 41°15'29"), along said northwesterly line;  
 thence South 89°37'36" West 28.29 feet along said northwesterly line;  
 thence South 0°22'24" East 66.00 feet to the north line of Lot 1 of said BMW Plat;  
 thence South 89°37'36" West 416.80 feet along said north line;  
 thence North 0°19'53" East 300.83 feet to the Point of Beginning.

EXHIBIT "B"

## Legal Description of DMB Parcel

A parcel of land, situated in Utah County, State of Utah, the Southwest Quarter of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point which is located North  $89^{\circ}37'36''$  East 451.60 feet along the Section line and South 35.94 feet from the West Quarter Corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, and running:

thence East 506.69 feet;  
 thence North  $0^{\circ}16'21''$  West 11.68 feet;  
 thence South  $89^{\circ}35'00''$  East 21.03 feet to the boundary of Sam White Lane, as described on the BMW Subdivision and Road Dedication Plat, as recorded July 3, 2006 under Entry no. 83481:2006 and Map no. 11732 in the Utah County Recorder's Office;  
 thence South  $0^{\circ}01'51''$  East 47.53 feet along said boundary to the south line of said Sam White Lane;  
 thence North  $89^{\circ}58'16''$  East 21.31 feet along said south line;  
 thence Southeasterly 182.29 feet along the arc of a 259.00-foot radius tangent curve to the right (center bears South  $0^{\circ}01'44''$  East and the long chord bears South  $69^{\circ}51'55''$  East 178.55 feet, through a central angle of  $40^{\circ}19'37''$ ), along said south line;  
 thence South  $50^{\circ}00'00''$  East 99.73 feet along said south line;  
 thence Southeasterly 214.56 feet along the arc of a 2820.93-foot radius tangent curve to the right (center bears South  $40^{\circ}00'00''$  West and the long chord bears South  $47^{\circ}49'15''$  East 214.51 feet, through a central angle of  $4^{\circ}21'29''$ ), along said south line;  
 thence Southwesterly 39.86 feet along the arc of a 25.00-foot radius tangent compound curve to the right (center bears South  $44^{\circ}21'29''$  West and the long chord bears South  $0^{\circ}02'04''$  West 35.77 feet, through a central angle of  $91^{\circ}21'09''$ ), along said south line to the west line of Grove Parkway, as described on said Plat;  
 thence South  $45^{\circ}42'39''$  West 308.36 feet along said west line;  
 thence Southwesterly 48.01 feet along the arc of a 60.00-foot radius tangent curve to the right (center bears North  $44^{\circ}17'21''$  West and the long chord bears South  $68^{\circ}38'07''$  West 46.74 feet, through a central angle of  $45^{\circ}50'56''$ ), along said west line;  
 thence Westerly 13.39 feet along the arc of an 85.00-foot radius tangent reverse curve to the left (center bears South  $1^{\circ}33'35''$  West and the long chord bears South  $87^{\circ}02'54''$  West 13.37 feet, through a central angle of  $9^{\circ}01'23''$ ), along the north line of a roundabout, as described on said Plat;  
 thence Northwesterly 48.01 feet along the arc of a 60.00-foot radius tangent reverse curve to the right (center bears North  $7^{\circ}27'48''$  West and the long chord bears North  $74^{\circ}32'20''$  West 46.74 feet, through a central angle of  $45^{\circ}50'56''$ ), to the north line of Granite Way, as described on said Plat;  
 thence South  $38^{\circ}23'09''$  West 41.00 feet to the centerline of said Granite Way;  
 thence North  $51^{\circ}36'51''$  West 8.17 feet along said centerline;

thence South 38°23'09" West 41.00 feet to the south line of said Granite Way;  
thence Southwesterly 104.70 feet along the arc of a 60.00-foot radius non-tangent curve  
to the right (center bears South 38°23'08" West and the long chord bears South 1°37'22" East  
91.91 feet, through a central angle of 99°58'59"), along said south line to the west line of Grove  
Parkway, as described on said Plat;

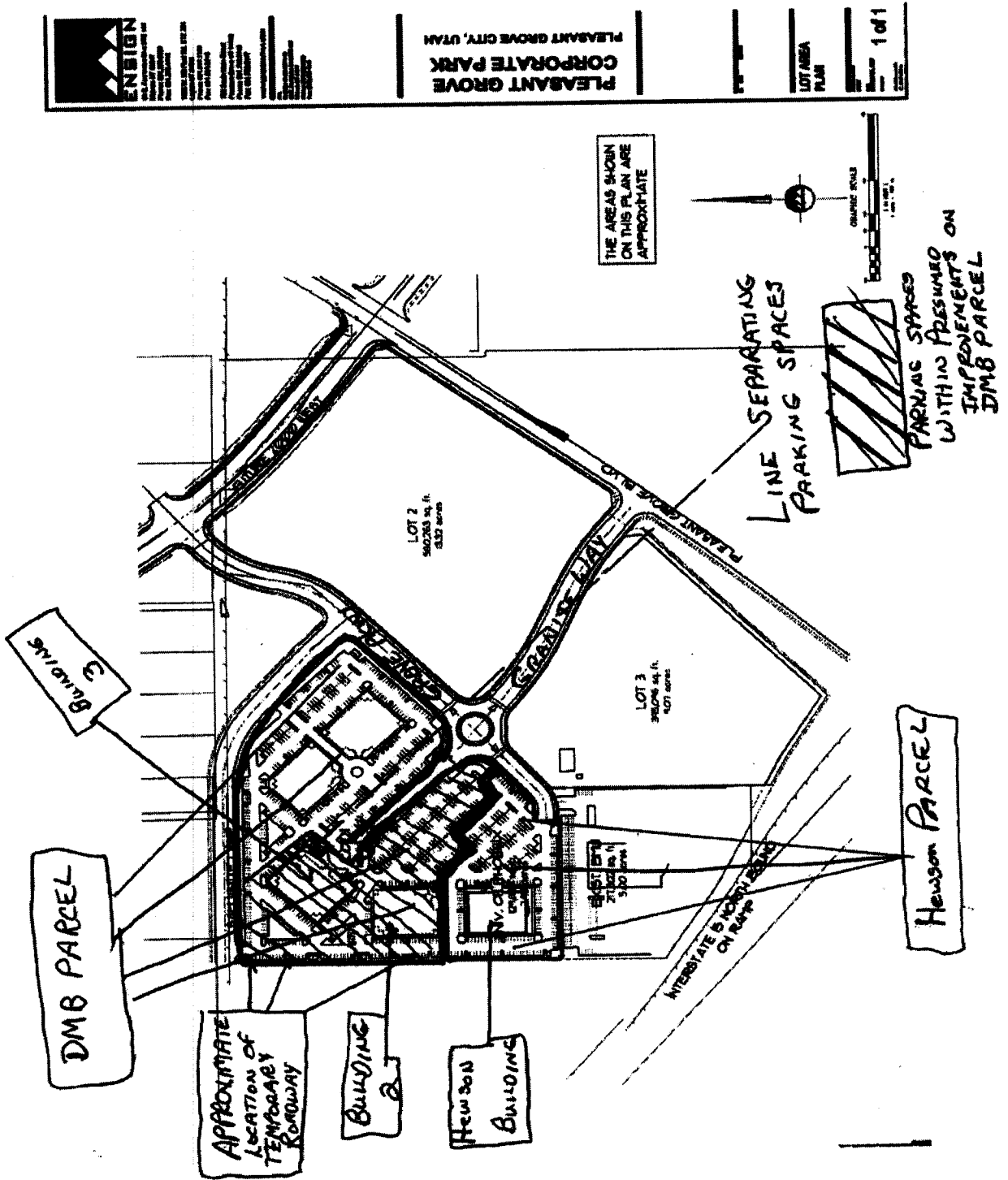
thence South 48°22'07" West 15.53 feet along said west line;  
thence North 45°00'00" West 50.17 feet;  
thence South 45°00'00" West 55.25 feet;  
thence North 45°00'00" West 164.03 feet;  
thence South 45°00'00" West 64.00 feet;  
thence North 45°00'00" West 109.36 feet;  
thence West 253.23 feet;  
thence North 0°19'53" East 578.89 feet to the Point of Beginning.

Parcel contains: 495,109 square feet or 11.37 acres.



EXHIBIT "C"

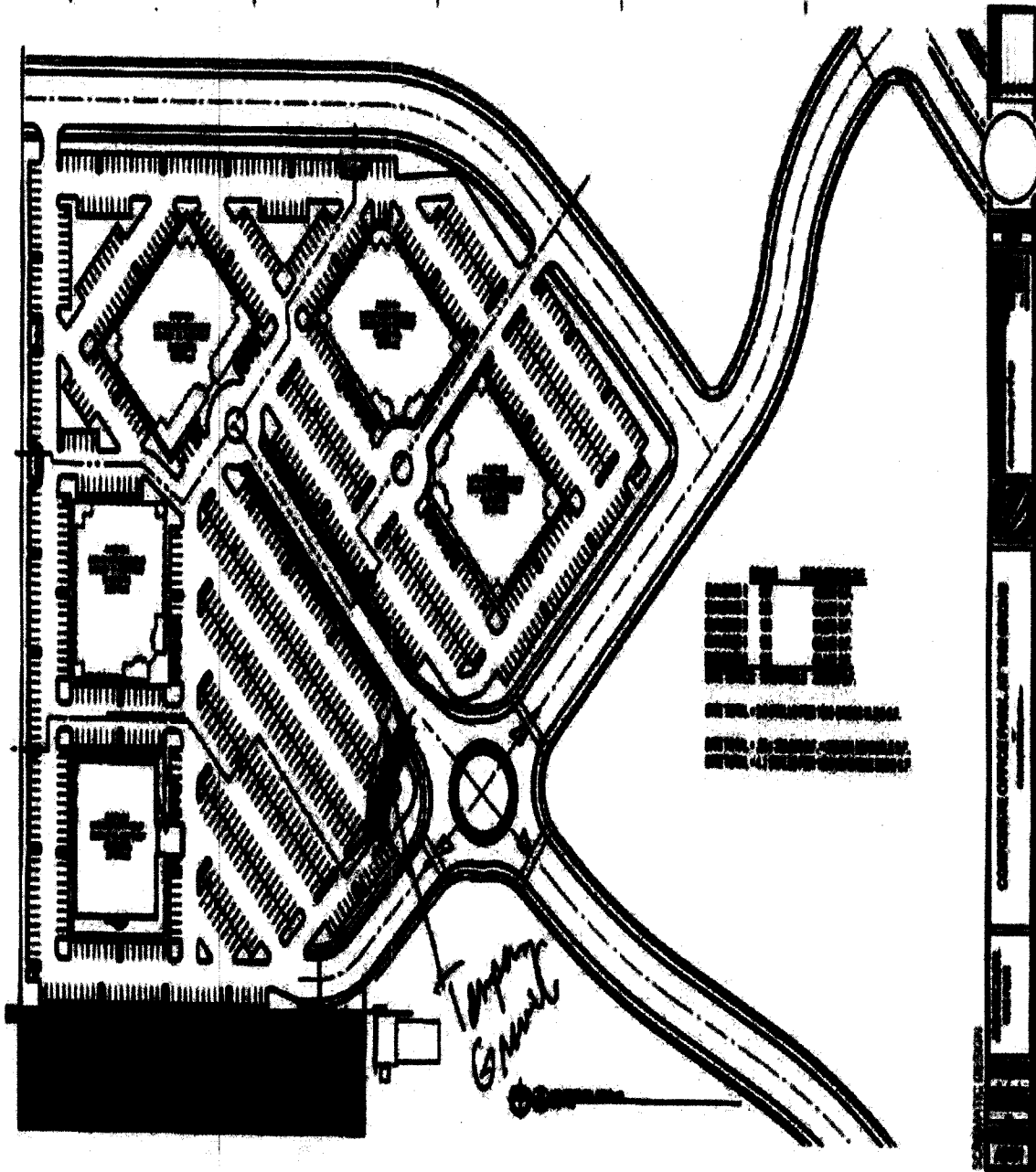
Site Plan



C-1

EXHIBIT "D"

Temporary Accessway



**CONSENT BY HOLDER OF LIEN AND/OR SECURITY INTEREST**

The undersigned, as beneficiary of a deed of trust now or hereafter to be recorded as a lien on the DMB Parcel as described in the foregoing Reciprocal Easement Agreement and Covenants Running with the Land, dated August 9th, 2007, between DMB Investments, LLC, B.W., Inc., Don Brandt and Hewson/Pleasant Grove Partners, L.L.C. (the "Easement Agreement"), hereby consents to the execution and recordation of the Easement Agreement and agrees that the same shall be binding on the DMB Parcel and the undersigned with the same force and effect as if the Easement Agreement were recorded prior to any deed of trust or other lien or security interest now or hereafter held by the undersigned on the DMB Parcel.

IN WITNESS WHEREOF, the undersigned has executed this Consent.

DATED: 8-9-07

By: [Signature]  
Its: \_\_\_\_\_

STATE OF Idaho )  
County of Ada ) ss.

This instrument hereby acknowledged before me this 9 day of August, 2007, by Kelly Robertson the Senior Vice President of Zions First National Bank, a(n) Utah Corporation on behalf of the Corporation

Andrea Taylor  
Notary Public

My Commission Expires: 5-5-12

