

When Recorded Mail To:
Valley Grove, LLC
299 South Main Street, Suite 1300
Salt Lake City, Utah 84111
Attn: Daniel Thomas

ENT 42638:2016 PG 1 of 38
Jeffery Smith
Utah County Recorder
2016 May 13 04:14 PM FEE 117.00 BY CS
RECORDED FOR Durham Jones & Pinegar - Salt
ELECTRONICALLY RECORDED

**EASEMENT AGREEMENT
(Access and Storm Water Drainage)**

and

**RELEASE
(Original Declaration for DMB Subdivision No. 1)**

THIS EASEMENT AGREEMENT (“Agreement”) is made and entered into this 19th day of April, 2016 (the “Effective Date”), by and between C. L. LEGACY, L.L.C., a Utah limited liability company (“C. L. Legacy”), FCA PROPERTIES, L.L.C., a Utah limited liability company (“FCA Properties”), VALLEY GROVE, LLC, a Maryland limited liability company (“Valley Grove”), and Discovery Grove Owners Association, Inc., a Utah nonprofit corporation (“Discovery Grove”). C. L. Legacy, FCA Properties, and Discovery Grove are referred to collectively as “1955 W Grove Owner.” 1955 W Grove Owner and Valley Grove are sometimes referred to individually as a “Party” and collectively as the “Parties.”

A. C. L. Legacy and FCA Properties are the sole owners of an office condominium project located at 1955 W. Grove Parkway, Pleasant Grove, Utah known as Discovery Grove, Office Condominiums (the “Condominium”). The property owned by C. L. Legacy is described more particularly on the attached Exhibit “A” (“C. L. Legacy Property”), and the property owned by FCA Properties is described more particularly on the attached Exhibit “B” (“FCA Property”). Discovery Grove is the owners association for the Condominium. The C. L. Legacy Property and FCA Property are referred to collectively as the “1955 W Grove Property.”

C. Valley Grove is the owner of certain property adjacent to the 1955 W Grove Property, which is described more particularly on the attached Exhibit “C” (“Valley Grove Property”). The 1955 W Grove Property and Valley Grove Property are referred to collectively as the “Properties.” The Properties are depicted on a portion of the Valley Grove Business Park Plat ‘A’ attached as Exhibit “D”.

D. On or about March 13, 2009, DMB Investments Utah, LLC, an Idaho limited liability company, as the original Declarant (“Original Declarant”) executed a Declaration of Covenants, Conditions and Restrictions which was recorded in the Official Records on April 2, 2010 as Instrument No. 27182:2010 (the “Original Declaration”), relating to DMB Subdivision No. 1. The property description for the Original Declaration included the 1955 W Grove Property, although neither the 1955 Grove Owners nor their predecessors executed the Original Declaration.

E. One of the entrances (the “Valley Grove Entrance”) providing access (off of West Grove Parkway directly across from Sam White Lane) to the Properties is located entirely on the Valley Grove Property. The other entrance (the “Shared Entrance”) also provides access (along the northeast side of the 1955 W Grove Property) to the Properties and is located partially on both of the Properties. The Valley Grove Entrance and the Shared Entrance, which are referred to collectively as the “Two Entrances” are more particularly described on the attached Exhibit “E”. Exhibit E provides separate legal descriptions for the portion of the Shared Entrance located on the 1955 W. Grove Property and the portion of the Shared Entrance located on the Valley Grove Property. Exhibit E also provides maps depicting the location of the Valley Grove Entrance and the Shared Entrance.

F. Valley Grove desires to convey to 1955 W Grove Owner a perpetual easement over the Two Entrances for access; and 1955 W Grove Owner desires to convey to Valley Grove a perpetual easement over the Shared Entrance for access.

H. Valley Grove also owns a storm water drainage system, on the Valley Grove Property and on additional land owned by Valley Grove, consisting of drainage pipes and a drainage pond (the “Valley Grove Drainage System”).

I. 1955 W Grove Owner desires to discharge Storm water from their 1955 W Grove Property into the Valley Grove Drainage System, and Valley Grove desires to provide to 1955 Grove Owner an easement for such discharge.

J. 1955 W Grove Owner agrees to grant Valley Grove a concurrent easement on the 1955 W Grove Property to construct a connection of the 1955 W Grove Property’s drainage system to the Valley Grove Drainage System (the “Drainage Connection”) as depicted in Exhibit “F”.

NOW THEREFORE, for good and valuable consideration, pursuant to a separate letter agreement and the mutual covenants and promises contained herein, the Parties agree as follows:

1. **Grant of Access Easements.**

(a) Valley Grove hereby grants to 1955 W Grove Owner and their agents, customers, invitees, licensees, tenants and employees a perpetual, non-exclusive easement (the “Two Entrances Easement”) for vehicular and pedestrian access, ingress and egress and for no other purpose on, over, and across the Valley Grove Entrance and the portion of the Shared Entrance located on the Valley Grove Property suitable for vehicular access. The Two Entrances Easement shall be appurtenant to and inure to the benefit of the 1955 W Grove Property and shall be binding upon Valley Grove and their successors, assigns and any person acquiring, leasing or otherwise owning an interest in the Valley Grove Entrance and that portion of the Shared Entrance located on the Valley Grove Property.

(b) 1955 W Grove Owner hereby grants to Valley Grove and their agents, customers, invitees, licensees, tenants and employees a perpetual, non-exclusive easement for vehicular access, ingress and egress and for no other purpose on, over, and across the portion of the Shared Entrance located on the 1955 W Grove Property (the “Valley Grove’s Entrance

Easement”). The Valley Grove Entrance Easement shall be appurtenant to and inure to the benefit of the Valley Grove Property and shall be binding upon 1955 W Grove Owner and their successors, assigns and any person acquiring, leasing or otherwise owning an interest in the Shared Entrance.

(c) The Two Entrances Easement and the Valley Grove Entrance Easement are referred to collectively as the “Access Easements”.

2. **Improvements to the Properties; Rules and Regulations.** Notwithstanding anything to the contrary in Section 1, 1955 W Grove Owner acknowledges Valley Grove’s right to develop the Valley Grove Property. Valley Grove has the right, at its cost, to construct and reconfigure parking on the Valley Grove Property Area and to relocate the Two Entrances, including the portion of the Shared Entrance on the 1955 W Grove Property. In the event Valley Grove relocates one or both of the Two Entrances, the Parties will execute and record an amendment to this Agreement to reflect such change. Valley Grove also has the right, at its cost, to reconfigure the drive aisles on the 1955 W Grove Property as necessary to connect to the drive aisles on the Valley Grove Property. Valley Grove reserves the right to impose reasonable rules and regulations regarding the vehicular access, ingress and egress, and parking on, over, and across the Valley Grove Property and the Two Entrances, providing that any such rules and regulations do not unreasonably affect 1955 W Grove Property’s use of their Property.

3. **Subject to All Matters of Record.** The Easements created herein shall be subject to all matters of record or otherwise discoverable by a survey or inspection of the Properties.

4. **Maintenance.** 1955 W Grove Property Owner shall maintain the Two Entrances in a good condition and in accordance with all applicable laws, without reimbursement of any costs or expenses from Valley Grove, until the earlier of the date when Valley Grove: (i) elects in writing to maintain the Two Entrances; or (ii) completes construction of the drive aisles and parking stalls on the Valley Grove Property. Upon such date, Valley Grove shall maintain the Two Entrances in a good condition and in accordance with all applicable laws. 1955 W Grove Owner shall be responsible for thirteen percent (13%) of all maintenance costs relating only to the Two Entrances incurred by Valley Grove (the “Proportionate Share”) and shall pay Valley Grove within thirty (30) days of receipt of an invoice. Each Party grants to the other and their agents a perpetual, non-exclusive easement and right of way for such maintenance over its portion of the Two Entrances appurtenant to the other Party’s property within the Two Entrances. The maintenance obligations described in this Section 4 shall include maintenance, repair and replacement of the road base, asphalt paving, curb and gutter, shoulder, striping, sidewalks and/or walkways, landscaped areas, and other elements of the improvements within the Two Entrances, as well as snow plowing and other maintenance activities.

5. **Closing of Easement Property.** Either Party may close any part of the Easements located on its property for such periods of time as reasonably may be 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 Two Entrances 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 Properties, or shall otherwise obstruct or interfere with the free flow of such traffic.

6. **Grant of Storm Water Drainage Discharge Easement.** Valley Grove hereby grants to 1955 W Grove Owner a non-exclusive easement allowing 1955 W Grove Owner to discharge Storm Water Runoff into the Valley Grove Drainage System (the "Storm Water Easement"). Such discharge of Storm Water Runoff shall be diverted by 1955 W Grove Owner into the Drainage Connection to be constructed by Valley Grove at the southern corner of the 1955 W Grove Property. No Storm Water Runoff may be discharged by 1955 W Grove Owner into the Valley Grove Drainage System or onto the Valley Grove Property other than at the Drainage Connection or such other connection point of no less capacity as may be designated by Valley Grove to 1955 W Grove Owner from time to time, and no discharges may be made into the Valley Grove Drainage System of substances other than Storm Water Runoff. "Storm Water Runoff" shall consist of runoff (from parks and yards, sidewalks, streets, driveways, parking lots, and other structures on the 1955 W Grove Property) comprised solely of water from rain, snow, hail, sleet, or any other natural precipitation ("Storm Water"). Such Storm Water Runoff shall not exceed historic rates of flow of such Storm Water Runoff, which, for purposes of this Agreement, are agreed to be not in excess of .2286 cubic feet per second. 1955 W Grove Owner agrees to follow such reasonable rules and procedures as Valley Grove may specify, from time to time, relating to use of the Valley Grove Drainage System. In the event municipal, state or federal regulations or law allows, or even requires, additional discharge, 1955 W. Grove Owner shall not be allowed to discharge additional Storm Water or other substances into the Valley Grove Drainage System.

7. **Construction and Maintenance of Drainage System Improvements.** The Parties recognize and acknowledge that portions of the Valley Grove Drainage System have not yet been completed. The Drainage Connection will be constructed by Valley Grove and its agents at its expense, and upon completion of the Drainage Connection, the Drainage Connection will become property of 1955 W Grove Owner. 1955 W Grove Owner grants Valley Grove a non-exclusive easement across such portions of the 1955 W Grove Property as may be reasonably necessary to construct and install the Drainage Connection. Valley Grove agrees to return said portions to as near their original pre-construction conditions as reasonably possible and to keep the 1955 W Grove Property free from mechanics' lien claims or similar liens arising on account of any act by or on behalf of Valley Grove.

8. **Maintenance of Connection Pipe and Valley Grove Drainage System.** Valley Grove agrees to provide maintenance for the Valley Grove Drainage System. 1955 W Grove Owner shall pay all costs of maintenance, repair, and reconstruction of their Drainage Connection to the boundaries of their property lines. 1955 W Grove Owner additionally agrees to pay a Proportionate Share (determined to be 13%) of the costs of maintaining, repairing, replacing, and upgrading any and all portions of the Valley Grove Drainage System through which storm water discharged from the 1955 W Grove Property directly flows, including the Storm Water pond and associated out fall, but excluding future construction of and relating to

drainage connections outside the boundaries of their property lines. 1955 W Grove Owner shall pay Valley Grove within thirty (30) days of receipt of an invoice.

9. **Hazardous Materials and Other Liability.** 1955 W. Grove Owner will discharge only Storm Water into the Valley Grove Drainage System. 1955 W. Grove Owner agrees that they will not discharge, or allow to be discharged, Hazardous Materials from 1955 W Grove Property into the Valley Grove Drainage System. "Hazardous Materials" shall mean and refer to the following: petroleum products and fractions thereof, asbestos, asbestos containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law, and "Environmental Laws" shall mean and refer to the following: all federal, state, county, municipal, local, and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time. Valley Grove shall have the right immediately to clean up and/or repair damage caused by 1955 W. Grove Owner's violation of this provision, or to cause 1955 W Grove Owner to clean up and/or repair said damages; however, if time reasonably permits, the 1955 W. Grove Owner will be provided written notice and the first option to cure, clean up and/or repair the damage. The 1955 W. Grove Owner shall be responsible for all said costs of clean-up and/or repairs. Valley Grove shall have the right at any time to terminate the Drainage Connection if 1955 W. Grove Owner violates these provisions, and if terminated 1955 W. Grove Owner shall indemnify and hold Valley Grove harmless against any consequences of said termination. If a Storm Water Permit is required for the activities on and/or discharges from the 1955 W. Grove Property, 1955 W. Grove Owner agrees to obtain that permit and comply with it.

10. **Definition of Easements.** The Access Easements defined in Section 1 (c) and the Storm Water Easement defined in Section 6 are collectively referred to as the "Easements".

11. **Indemnification and Insurance.** Each Party hereby agrees to indemnify and save the other Party harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments (including, without limitation, reasonable attorneys' fees) arising in connection with the use of such other Party's property pursuant to this Agreement, unless caused by the negligence or willful misconduct of such other Party. Each Party, to cover its obligations under this Section 10, shall obtain and carry at all times commercial general liability insurance providing not less than \$2,000,000.00 in coverage or such greater amount as is customary from time to time for comparable properties in the Pleasant Grove City, Utah, metropolitan area. All such insurance will be maintained with reputable, financially responsible insurance companies, and each Party, upon request of the other Party, shall furnish such other Party with a certificate of insurance or other evidence of the required insurance.

12. **Condemnation.** In the event the whole or any part of the areas encumbered by the Easements is taken by right of eminent domain or any similar authority of law (or in lieu of such condemnation or under threat of condemnation), the entire award for the value of the land and improvements so taken shall belong to the owner of that portion of the property so taken. No other Party shall claim any portion of such award by virtue of any interest created by this

Agreement; provided, however, any such other Party may file a collateral claim with the condemning authority over and above the value of the land or improvements being so taken to the extent of any damage suffered by such Party resulting from the severance of the area so taken. In the event of a partial taking, the owner of the portion of the property so condemned shall, at its sole discretion, either restore the remaining portion of the area subject to the Easements owned by such Party as nearly as possible to the condition existing just prior to such condemnation or repair the area not taken and landscape any areas left unimproved in an attractive manner, without contribution from any Party of the area not so taken. In all events, the owner of the portion of the property so condemned shall complete the restoration or repair in a manner which will allow the remaining area subject to the Easements to continue to be used for its intended purposes.

13. **Easement Area Restoration.** In the event the whole or any part of the area encumbered by the Access Easements is damaged or destroyed, the owner of such property shall promptly repair, restore or rebuild the area encumbered by the Easements so damaged or destroyed so that the restored portions of the area shall (a) be in the condition existing immediately prior to such damage or destruction, and (b) comply with the applicable requirements of this Agreement.

In the event the whole or any part of the area encumbered by the Storm Water Easement is damaged or destroyed, Valley Grove shall promptly repair, restore or rebuild the portion of the Valley Grove Drainage System encumbered by the Easement, so damaged or destroyed, so that the restored portions of the Valley Grove Drainage System shall (a) be in the condition existing immediately prior to such damage or destruction, and (b) comply with the applicable requirements of this Agreement.

All costs of repair, restoration, or rebuilding shall be shared in accordance with the parties' Proportionate Share (as to the Access Easements) or Drainage Proportionate Share (as to the Storm Water Easement).

14. **Default by a Party.** If either Party fails to comply with the provisions of this Agreement, the 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 eight percent (8%) per annum until paid or otherwise satisfied in full, and shall be paid within thirty (30) days to the performing Party by the defaulting Party on written demand. No breach of this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement (but such limitation shall not affect any other right or remedy or limit any obligation that any Party may have under this Agreement by reason of such breach). Valley Grove may at its sole option exercise all remedies contained in Section 9 relating to Hazardous Materials in addition to or in lieu of any remedies of this Section. Each Party shall act hereunder in a commercially reasonable manner to minimize interference with the activities of any other Party. Notwithstanding any provision in this Section 13 to the contrary, in no event shall any

Party be liable to any other Party for indirect, special, punitive, or consequential damages, including, without limitation, lost profits.

15. Mortgagee Consent and Subordination; Mortgagee Protection; Association Consent and Subordination.

(a) C. L. Legacy represents that there is no mortgagee that presently encumbers C. L. Legacy's property that is affected by the Easements.

(b) FCA Properties represents that Meadow Bank and Mountain West Small Business Finance are the only mortgagees that presently encumber FCA Properties' property that is affected by the Easements (collectively, the "FCA Properties Lenders"). FCA Properties shall provide Valley Grove with an original consent and subordination, executed and acknowledged by each of the FCA Properties Lenders, in the respective forms attached to this Agreement as Exhibit "G" (collectively the "FCA Properties Consents and Agreements"), within sixty (60) days following the Effective Date. In the event FCA Properties does not provide Valley Grove the FCA Properties Consents and Subordinations within such sixty (60) day period, Valley Grove may terminate this Agreement.

(c) Valley Grove represents that Manufacturers and Traders Trust Company is the only mortgagee that presently encumbers Valley Grove's property that is affected by the Easements ("Valley Grove Lender"). Valley Grove shall provide 1955 W Grove Property with an original consent and subordination, executed and acknowledged by the Valley Grove Lender, in the form attached to this Agreement as Exhibit "H" (the "Valley Grove Consent and Subordination"), within sixty (60) days following the Effective Date. In the event Valley Grove does not provide 1955 W Grove Property with the Valley Grove Consent and Subordination within such sixty (60) day period, 1955 W Grove Property Owners (acting together) may terminate this Agreement. In such case, the Parties will cooperate to restore all matters and circumstances as they were prior to the Effective Date of this Agreement.

(d) Unless and until it enters into possession or acquires title pursuant to foreclosure of any arrangement or proceeding in lieu of foreclosure, any mortgagee under any mortgage affecting any part of the properties that are the subject of the Easements shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, this Agreement. Any Party, on delivering to the other Party any notice, demand or other communication pursuant to the provisions of this Agreement, shall at the same time deliver (by means authorized in Section 27 below), copies of such notice to each mortgagee, if any, at the latest address provided to such Party by such mortgagee or the other Party. Although otherwise effective with respect to the Party receiving such notice, no notice delivered to any Party shall affect any mortgagee or such mortgagee's rights under this Section 14 unless a copy of such notice has been delivered to such mortgagee in accordance with the immediately preceding sentence. Each Party or their mortgagee shall have the right to remedy a default, or cause the same to be remedied, within the time allowed to the defaulting Party plus, in the case of monetary defaults, an additional fifteen (15) days and, in the case of non-monetary defaults, an additional thirty (30) days; provided, however, that if a non-monetary default reasonably requires more than thirty (30) days to cure, each mortgagee shall have the right to remedy such

default if such mortgagee commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(e) C. L. Legacy, FCA Properties, and Discovery Grove jointly and severally represent and agree as follows: i) C. L. Legacy and FCA Properties are the sole owners of the 1955 W. Grove Property; ii) Discovery Grove is the duly created and validly existing owners association (the "Condominium Association"), created under that certain Declaration of Condominium for Discovery Grove, Office Condominiums, an expandable condominium project (including association bylaws) recorded on January 13, 2010 as Entry No. 2944:2010 on the official records of the Utah County, Utah Recorder, as amended (the "Condominium Declaration"); iii) C. L. Legacy and FCA Properties, in their capacities as the sole owners of the 1955 W. Grove Property, and Discovery Grove, as the Condominium Association, have been duly authorized to execute this Agreement and subject the 1955 W. Grove Property to the benefits and burdens of these Easements; iv) C. L. Legacy, FCA Properties, and Discovery Grove agree that they and their successors and assigns, personally and collectively, will in any future proceedings of any Condominium Association governing or managing the Condominium, affirm and comply with this Agreement (including any modifications of common areas managed by the Condominium Association), subordinate the liens of the Condominium Association to the terms of this Agreement, and take no actions contrary to this Agreement.

16. **Original Declaration of CC&Rs.** 1955 W Grove Owner acknowledges that the Original Declaration of Covenants, Conditions and Restrictions was recorded on April 2, 2010 as Entry No. 27182:2010 of the official records of the Utah County, Utah Recorder (the "CC&Rs") against the 1955 W Grove Property, although the Original Declaration was not executed by 1955 W Grove Owner or its predecessor. 1955 W Grove Owner further acknowledges that Valley Grove, acting as successor to the Original Declarant, may amend and restate the Original Declaration to remove the 1955 W Grove Property from the provisions of the Original Declaration, as well as making other amendments to the Original Declaration. The Parties agree to proceed with such action, as well as to cooperate in the production and signing of future documents as reasonably may be necessary to effectuate such removal. 1955 W Grove Owner, for itself and for its successors and assigns agrees to and does hereby release Valley Grove, DMB Investments Utah, LLC, DMB Subdivision Property Owners Association, Inc., St. John Properties Utah, LLC, St. John Properties, Inc., their affiliates, agents, employees, attorneys, representatives, shareholders, officers, directors, parents, predecessors, successors, subsidiaries, from all claims, demands, liability, damages, actions, causes of action, attorney's fees, costs, expenses, or suits of whatsoever nature, direct or indirect, in law or in equity, known, unknown, fixed or contingent, liquidated or unliquidated, whether or not asserted, arising from or relating to the Original Declaration or the recording of the Original Declaration against the 1955 W Grove Property; Valley Grove correspondingly releases 1955 W Grove Owner. Valley Grove agrees that it will not subject 1955 W Grove Owner to any subsequent Declaration, owners association, or other similar cost-sharing arrangement without the written consent of 1955 W Grove Owner, provided that such agreement shall not affect any fees, costs, or other restrictions or requirements imposed upon 1955 W Grove Owner by any governmental entity or other third party.

17. **Attorneys' Fees.** In the event any action is commenced by either Party against the other Party in connection with this Agreement, the prevailing Party shall be entitled to its costs and expenses, including reasonable attorneys' fees, the amount of which shall be fixed by the court and made a part of any judgment rendered.

18. **Incorporation of Recitals and Exhibits.** The Recitals located at the beginning of this Agreement are incorporated herein by 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.

19. **Amendments.** This Agreement shall be amended only by a written and recorded instrument signed by the Parties affected by the amendment.

20. **Termination.** In addition to the termination rights granted in Section 14 above, this Agreement may be terminated at any time by a written and recorded instrument executed by the Parties for such purpose.

21. **Entire Agreement.** This agreement sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement.

22. **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

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **Notices.** All notices made pursuant to this Agreement shall be in writing and shall be given by personal delivery to a responsible person, 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:

C. L. Legacy: Pine Valley Realty
c/o Julie Webb
372 So Main St., Suite A
Alpine, UT 84004

FCA Properties: FCA Properties
195 W. Grove Parkway, Suite 200
Pleasant Grove, UT 84062
Attention: Jim Ferrin

Valley Grove: Valley Grove, LLC
299 S. Main Street, Suite 1300
Salt Lake City, Utah 84111
Attention: Daniel Thomas

With a copy to: Durham Jones & Pinegar
111 East Broadway Suite 900
Salt Lake City, Utah 84111
Attention: Gretta C. Spendlove

In addition, notices shall be given to the Parties' mortgagees, if any, at such addresses as have been or shall be provided by the Parties to each other from time to time. The Parties agree to provide each other with notice of changes of mortgagees and such mortgagees' contact information from time to time. The date when such 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 through the United States mail or by express delivery service.

29. **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.

30. **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.

31. **Force Majeure**. Any Party or other person obligated under this Agreement shall be excused from performing any obligation set forth in this Agreement, except the payment of money, so long as (but only so long as) the performance of such obligation is prevented or delayed by an act of God, weather, avalanche, fire, earthquake, flood, explosion, act of the elements, war, invasion, insurrection, riot, malicious mischief, vandalism, larceny, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, order of government or civil defense authorities or any other cause reasonably beyond the control of the Party or other person prevented or delayed.

32. **Transfer of Property; Release On Transfer**. If any Party transfers ownership of the property encumbered by any of the Easements, the transferee automatically shall be deemed to have assumed and agreed to be bound personally by the covenants of such transferring Party contained in this Agreement and shall be deemed to be such Party for purposes of this Agreement. On and after the date a Party transfers (other than merely for purposes of security) or is otherwise divested of such Party's interest in any such property, such Party shall be relieved of all liabilities and obligations under this Agreement related to such property as of the date of recordation in the official records of the instrument effecting such transfer, except for such liabilities or obligations as may have accrued as of the date of such transfer or divestiture. Notwithstanding any language to the contrary in this Agreement, so long as Valley Grove remains an owner of any portion of the Valley Grove Property, Valley Grove shall retain responsibility for the obligations and rights of Valley Grove set forth in this Agreement (including the rights to terminate this Agreement or bring an action for default by the other Party).

33. **No Merger**. The easements, covenants, restrictions and other provisions contained in this Agreement shall remain in full force and effect despite the fact that the properties that are encumbered by the Easements may be owned by the same person from time to time, and such easements, covenants, restrictions and other provisions will not be terminated by the doctrine of merger or otherwise, unless this Agreement is terminated in accordance with its terms.

34. **Covenants Run with the Land**. This Agreement shall constitute a covenant running with the land, and shall be binding on and shall inure to the benefit of each Party holding an interest in the properties encumbered by the Easements and their respective successors and assigns, all of which persons may enforce any obligation created by this Agreement.

35. **Joint and Several Liability**. FCA Properties and C. L. Legacy shall be jointly and severally liable for the obligations of 1955 W Grove Owner under this Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

1955 W GROVE OWNER:

C. L. LEGACY, L.L.C.,
a Utah limited liability company

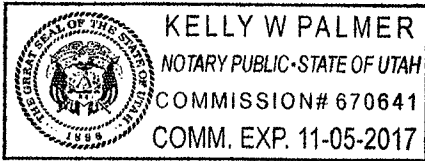
By: David Ulrich
Name: David Ulrich
Its: manager

STATE OF Utah)
County of Utah) :ss.

The foregoing instrument was acknowledged before me on April 9, 2016
by David Ulrich, the manager of C. L. Legacy, L.L.C., a Utah
limited liability company.

Kelly W Palmer
NOTARY PUBLIC
Residing at: Utah County

My Commission Expires:
11-5-2017

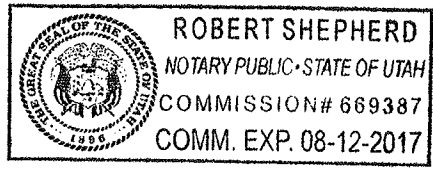


FCA PROPERTIES, L.L.C.,
a Utah limited liability company

By: [Signature]
Name: JAMES A. Ferrin
Its: manager

STATE OF UT)
County of Utah) :ss.

The foregoing instrument was acknowledged before me on April 15th, 2016
by James A Ferrin, the Manager of FCA Properties, L.L.C.,
a Utah limited liability company.



[Signature]
NOTARY PUBLIC
Residing at: Pleasant Grove

My Commission Expires:
8-12-17

DISCOVERY GROVE OWNERS
ASSOCIATION, INC.,
a Utah nonprofit corporation

By: David Ulrich
Name: David Ulrich
Its: President

STATE OF Utah)
County of Utah) :ss.

The foregoing instrument was acknowledged before me on April 9, 2016
by David Ulrich, the President of Discovery Grove Owners
Association, Inc, a Utah limited liability company.

Kelly W Palmer
NOTARY PUBLIC
Residing at: Utah County

My Commission Expires:
11-5-2017



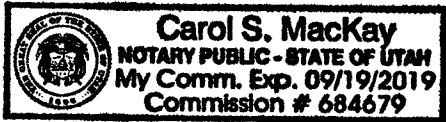
VALLEY GROVE:

VALLEY GROVE, LLC,
a Maryland limited liability company

By: [Signature]
Name: Daniel Thomas
Its: Authorized Agent

STATE OF Utah)
County of Salt Lake) :ss.

The foregoing instrument was acknowledged before me on April 19, 2016 by Daniel Thomas, the Authorized Agent of Valley Grove, LLC, a Maryland limited liability company.



[Signature]
NOTARY PUBLIC
Residing at: Southwest, Utah

My Commission Expires:
9-19-2019

EXHIBIT "A"**LEGAL DESCRIPTION OF THE C. L. LEGACY PROPERTY**

Units 100, 201, 202, 203 and 300, contained within the Discovery Grove Office Condominiums, a condominium project as the same is identified in the Record of Survey map recorded January 13, 2010 in Utah County as Entry No. 2943:2010 in Map Filing No. 13176 (as said Record Survey map may have heretofore been amended or supplemented) and in the Declaration recorded in Utah County as Entry No. 2944:2010 (as said Declaration may have heretofore been amended or supplemented.)

Together with the appurtenant undivided interest in said project's common areas as established in said Declaration and allowing for periodic alternation both in the magnitude of said undivided interest and in the composition of the common areas and facilities to which said interest relates.

Serial Nos. 37:285:0100; 37:285:0201; 37:285:0202; 37:285:0203; 37:285:0300

EXHIBIT "B"**LEGAL DESCRIPTION OF THE FCA PROPERTY**

Unit 200, contained within the Discovery Grove Office Condominiums, a condominium project as the same is identified in the Record of Survey map recorded January 13, 2010 in Utah County as Entry No. 2943:2010 in Map Filing No. 13176 (as said Record Survey map may have heretofore been amended or supplemented) and in the Declaration recorded in Utah County as Entry No. 2944:2010 (as said Declaration may have heretofore been amended or supplemented.)

Together with the appurtenant undivided interest in said project's common areas as established in said Declaration and allowing for periodic alternation both in the magnitude of said undivided interest and in the composition of the common areas and facilities to which said interest relates.

Serial No. 37:285:0200

EXHIBIT "C"**LEGAL DESCRIPTION OF THE VALLEY GROVE PROPERTY****LOT 1 DESCRIPTION:**

Beginning at a point on the North Line 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 Filing No. 11732 in the Utah County Recorder's Office, which is located North 89°37'36" East 1184.15 feet along the quarter section line and South 52.68 feet from the West quarter corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, and running thence Southeasterly 50.31 feet along the arc of a 343.78-foot radius non-tangent curve to the right (center bears South 36°59'47" West and the chord bears South 57°11'46" East 50.26 feet with a central angle of 08°23'05"), along said North line; thence South 50°00'00" East 92.65 feet along said North line; thence Southeasterly 222.87 feet along the arc of a 2902.93-foot radius tangent curve to the right (center bears South 40°00'00" West and the long chord bears South 47°48'02" East 222.82 feet, through a central angle of 4°23'56"), along said North line; thence Northeasterly 41.10 feet along the arc of a 25.00-foot radius tangent reverse curve to the left (center bears North 44°23'56" East and the long chord bears North 87°18'08" East 36.63 feet, through a central angle of 94°11'39"), along said North line to the West line of Grove Parkway, as described on said Plat; thence Northeasterly 128.14 feet along the arc of a 247.89-foot radius tangent compound curve to the left (center bears North 49°47'43" West and the long chord bears North 25°23'47" East 126.71 feet, through a central angle of 29°37'00"), along said West line; thence Northeasterly 125.14 feet along the arc of a 391.00-foot radius tangent reverse curve to the right (center bears South 79°24'44" East and the chord bears North 19°45'24" East 124.61 feet with a central angle of 18°20'15"), along said West line; thence North 89°35'00" West 411.35 feet along the Deed line to the point of beginning.

Contains 51,681 Square Feet or 1.186 Acres

Serial No. 14:054:0116

LOTS 2-9 DESCRIPTION:

All of Lot 1, 2, 4, Parcel A and Private Road Parcel of DMB SUBDIVISION NO. 1 recorded June 2, 2009 as Entry No. 61137:2009 and as Map Filing No. 13027, being more particularly described as follows:

Beginning at a point on the South Line of North County Boulevard which is located North 89°37'36" East 1,780.75 feet along the quarter section line and South 21.08 feet from the West quarter corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, and running thence Southeasterly 395.46 feet along the arc of a 2,056.00 foot radius curve to the left (center bears North 47°43'21" East and the chord bears South 47°47'16" East 394.85 feet with a central angle of 11°01'14"); thence South 48°56'31" East 52.66 feet; thence South 53°17'53" East 184.91 feet; thence South 89.01 feet; thence South 36°41'47" West 465.98 feet; thence South 37°20'59" West 221.50 feet; thence South 83°21'16" West 42.42 feet; thence North 51°36'51" West 73.93 feet; thence Northwesterly 209.06 feet along the arc of a 851.38 foot radius curve to

the left (center bears South 38°23'09" West and the chord bears North 58°38'56" West 208.54 feet with a central angle of 14°04'10"); thence North 65°41'01" West 141.70 feet; thence Northwesterly 188.93 feet along the arc of a 769.38 foot radius curve to the right (center bears North 24°18'59" East and the chord bears North 58°38'56" West 188.45 feet with a central angle of 14°04'10"); thence North 51°36'51" West 35.19 feet; thence Northerly 101.92 feet along the arc of a 60.00 foot radius curve to the right (center bears North 38°23'09" East and the chord bears North 02°57'06" West 90.10 feet with a central angle of 97°19'30"); thence North 45°42'39" East 408.21 feet; thence Northeasterly 3.23 feet along the arc of a 329.88 foot radius curve to the left (center bears North 44°17'21" West and the chord bears North 45°25'48" East 3.23 feet with a central angle of 00°33'41"); thence Southerly 17.81 feet along the arc of a 11.00 foot radius curve to the left (center bears South 44°51'02" East and the chord bears South 01°14'05" East 15.93 feet with a central angle of 92°46'05"); thence South 47°37'08" East 20.30 feet; thence Southeasterly 26.65 feet along the arc of a 100.00 foot radius curve to the right (center bears South 42°22'52" West and the chord bears South 39°59'07" East 26.57 feet with a central angle of 15°16'02"); thence Southeasterly 53.29 feet along the arc of a 200.00 foot radius curve to the left (center bears North 57°38'54" East and the chord bears South 39°59'07" East 53.13 feet with a central angle of 15°16'02"); thence South 47°37'08" East 134.28 feet; thence Easterly 14.80 feet along the arc of a 14.00 foot radius curve to the left (center bears North 42°22'52" East and the chord bears South 77°54'33" East 14.12 feet with a central angle of 60°34'50"); thence Easterly 32.86 feet along the arc of a 62.00 foot radius curve to the right (center bears South 18°11'58" East and the chord bears North 86°58'54" East 32.47 feet with a central angle of 30°21'44"); thence Easterly 13.79 feet along the arc of a 14.00 foot radius curve to the left (center bears North 12°09'46" East and the chord bears North 73°56'13" East 13.24 feet with a central angle of 56°27'08"); thence North 45°42'39" East 11.64 feet; thence South 44°17'21" East 6.00 feet; thence North 45°42'39" East 5.43 feet; thence Northeasterly 163.61 feet along the arc of a 266.89 foot radius curve to the left (center bears North 44°17'21" West and the chord bears North 28°08'57" East 161.06 feet with a central angle of 35°07'22"); thence Northerly 36.97 feet along the arc of a 372.00 foot radius curve to the right (center bears South 79°24'43" East and the chord bears North 13°26'06" East 36.95 feet with a central angle of 05°41'38"); thence North 73°42'59" West 14.87 feet; thence Northwesterly 25.35 feet along the arc of a 50.00 foot radius curve to the right (center bears North 16°17'01" East and the chord bears North 59°11'30" West 25.08 feet with a central angle of 29°02'59"); thence North 44°40'00" West 184.85 feet; thence South 45°01'40" West 64.00 feet; thence North 44°40'00" West 43.70 feet; thence Northerly 33.06 feet along the arc of a 329.89 foot radius curve to the left (center bears North 73°40'12" West and the chord bears North 13°27'33" East 33.05 feet with a central angle of 05°44'32"); thence Northeasterly 202.49 feet along the arc of a 309.00 foot radius curve to the right (center bears South 79°24'44" East and the chord bears North 29°21'39" East 198.89 feet with a central angle of 37°32'46"); thence Easterly 54.73 feet along the arc of a 35.00 foot radius curve to the right (center bears South 41°51'58" East and the chord bears South 87°04'18" East 49.32 feet with a central angle of 89°35'19") to the point of beginning.

Contains 512,170 Square Feet or 11.758 Acres

Serial Nos. 37:281:0001; 37:281:0002; 37:281:0004; 37:281:0005; 37:281:0006

LOTS 10-13 DESCRIPTION:

Beginning at a point on the East right-of-way line of Grove Parkway, as described on the BMW Subdivision and Road Dedication Plat, as recorded July 3, 2006 under Entry No. 83481:2006 and Map Filing No. 11732 in the Utah County Recorder's Office, which is located North 89°37'36" East 959.96 feet along the quarter section line and South 896.63 feet from the West quarter corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, and running thence Northeasterly 23.83 feet along the arc of a 133.00-foot radius curve to the left (center bears North 31°21'53" West and the long chord bears North 53°30'05" East 23.80 feet, through a central angle of 10°16'02"), along said East right-of-way line; thence North 48°22'07" East 129.39 feet along said East right-of-way line; thence Northeasterly 52.47 feet along the arc of a 60.00-foot radius tangent curve to the right (center bears South 41°37'53" East and the long chord bears North 73°25'17" East 50.81 feet, through a central angle of 50°06'19"), along said East right-of-way line; thence Southeasterly 23.64 feet along the arc of an 85.00-foot radius tangent reverse curve to the left (center bears North 8°28'26" East and the long chord bears South 89°29'41" East 23.57 feet, through a central angle of 15°56'14"), along said East right-of-way line to the South right-of-way line of Granite Way; thence Southeasterly 48.01 feet along the arc of a 60.00-foot radius tangent reverse curve to the right (center bears South 7°27'48" East and the long chord bears South 74°32'19" East 46.74 feet, through a central angle of 45°50'56"), along said South right-of-way line; thence South 51°36'51" East 45.96 feet along said South right-of-way line; thence Southeasterly 209.06 feet along the arc of an 851.38-foot radius tangent curve to the left (center bears North 38°23'09" East and the long chord bears South 58°38'56" East 208.54 feet, through a central angle of 14°04'10"), along said South right-of-way line; thence South 65°41'01" East 141.70 feet along said South right-of-way line; thence Southeasterly 188.93 feet along the arc of a 769.38-foot radius tangent curve to the right (center bears South 24°18'59" West and the long chord bears South 58°38'56" East 188.45 feet, through a central angle of 14°04'10"), along said South right-of-way line; thence South 51°36'51" East 50.00 feet along said South right-of-way line to the West right-of-way line of Pleasant Grove Boulevard; thence South 38°23'09" West 0.05 feet along said West right-of-way line; thence South 5°07'17" East 33.13 feet along said West right-of-way line; thence South 46°59'38" West 361.31 feet along said West right-of-way line; thence South 45°56'34" West 343.15 feet along said West right-of-way line to the North right-of-way line of Interstate 15; thence North 58°34'15" West 226.19 feet along said North right-of-way line; thence North 63°32'49" West 173.05 feet along said North right-of-way line; thence North 63°31'23" West 45.77 feet along said North right-of-way line to the South line of Lot 1 of Said BMW Subdivision and Road Dedication Plat; thence South 89°43'50" East 119.60 feet along said South line to the Southeast corner of said Lot 1; thence North 0°04'52" East 482.88 feet along the East line of said Lot 1; thence North 0°01'07" West 42.88 feet along said East line to the Northeast corner of said Lot 1 and being the point of beginning.

Contains 419,415 Square Feet or 9.628 Acres

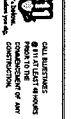
Serial No. 14:054:0113

Total Area Contains 983,266 Square Feet or 22.573 Acres

EXHIBIT "D"

**PORTION OF VALLEY GROVE BUSINESS PARK PLAT 'A'
SHOWING PROPERTIES**

(Attached)



DAVID L. JOHNSON
 PROFESSIONAL ENGINEER
 LICENSE NO. 22819
 STATE OF UTAH

DATE: 08/11/2016
 PROJECT: VALLEY GROVE BUSINESS PARK
 SHEET: 22 OF 38

BOUNDARY DESCRIPTION
 The boundary of the subject property is described as follows: ...
 The boundary of the subject property is described as follows: ...
 The boundary of the subject property is described as follows: ...

NORTH SITE SUMMARY TABLE				SOUTH SITE SUMMARY TABLE			
SECTION	AREA (SQ FT)	PERCENTAGE	PERCENTAGE	SECTION	AREA (SQ FT)	PERCENTAGE	PERCENTAGE
1	1,520	1.3%	1.3%	1	1,520	1.3%	1.3%
2	3,820	3.3%	3.3%	2	3,820	3.3%	3.3%
3	1,420	1.2%	1.2%	3	1,420	1.2%	1.2%
4	6,240	5.4%	5.4%	4	6,240	5.4%	5.4%
5	2,520	2.2%	2.2%	5	2,520	2.2%	2.2%
6	4,280	3.7%	3.7%	6	4,280	3.7%	3.7%
7	3,080	2.7%	2.7%	7	3,080	2.7%	2.7%
8	3,080	2.7%	2.7%	8	3,080	2.7%	2.7%
9	10,080	8.8%	8.8%	9	10,080	8.8%	8.8%
10	12,280	10.8%	10.8%	10	12,280	10.8%	10.8%
11	12,280	10.8%	10.8%	11	12,280	10.8%	10.8%
12	10,080	8.8%	8.8%	12	10,080	8.8%	8.8%
TOTAL	100,000	100%	100%	TOTAL	100,000	100%	100%

BICYCLE PARKING STALL			
SECTION	AREA (SQ FT)	PERCENTAGE	PERCENTAGE
1	1,520	1.3%	1.3%
2	3,820	3.3%	3.3%
3	1,420	1.2%	1.2%
4	6,240	5.4%	5.4%
5	2,520	2.2%	2.2%
6	4,280	3.7%	3.7%
7	3,080	2.7%	2.7%
8	3,080	2.7%	2.7%
9	10,080	8.8%	8.8%
10	12,280	10.8%	10.8%
11	12,280	10.8%	10.8%
12	10,080	8.8%	8.8%
TOTAL	100,000	100%	100%

- GENERAL NOTES**
1. ALL WORK TO COMPLY WITH THE CITY OF SALT LAKE CITY ORDINANCES AND REGULATIONS.
 2. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
 3. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND NO OBSTACLES TO THE PROPOSED WORK.
 4. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND NO OBSTACLES TO THE PROPOSED WORK.
 5. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND NO OBSTACLES TO THE PROPOSED WORK.
 6. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND NO OBSTACLES TO THE PROPOSED WORK.
 7. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND NO OBSTACLES TO THE PROPOSED WORK.
 8. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND NO OBSTACLES TO THE PROPOSED WORK.
 9. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND NO OBSTACLES TO THE PROPOSED WORK.
 10. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND NO OBSTACLES TO THE PROPOSED WORK.

ENGIN
 THE STANDARD IN ENGINEERING

SALT LAKE CITY
 25 W. NORTH ST. SUITE 500
 SALT LAKE CITY, UT 84111
 Phone: (801) 595-0529

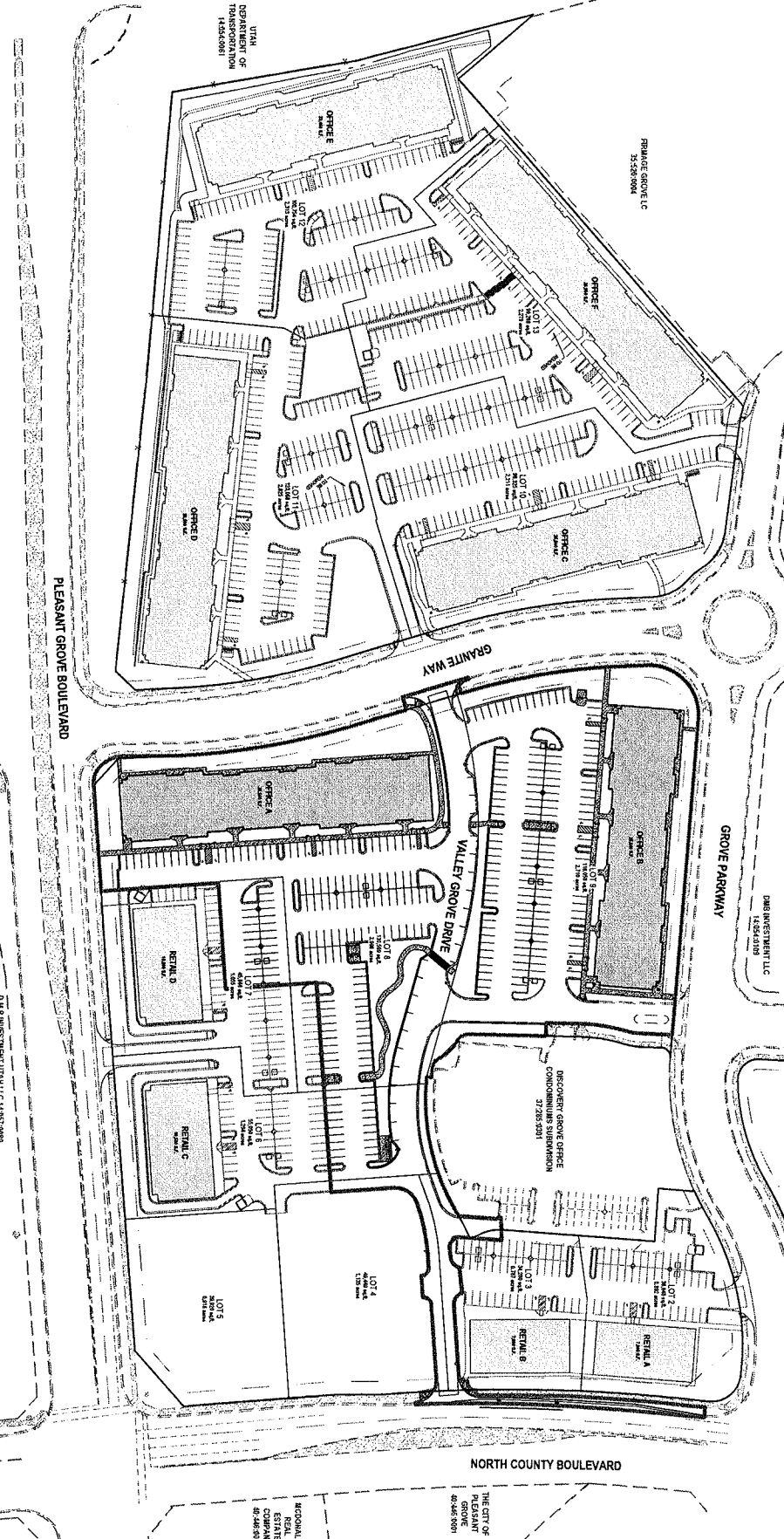
LAYTON
 1000 E. 1000 S.
 LAYTON, UT 84040
 Phone: (435) 841-3500

CEDEX CITY
 Phone: 435-865-1453

RICHFIELD
 Phone: 435-865-2883

WWW.ENGINER.COM

3000 WEST PLEASANT GROVE BOULEVARD
 SALT LAKE CITY, UT 84111
 PHONE: 435-865-1453
 FAX: 435-865-1454



VALLEY GROVE BUSINESS PARK
 2000 WEST PLEASANT GROVE BOULEVARD
 PLEASANT GROVE, UTAH

RECORDALS
 REAL ESTATE COMPANY
 80-246-5002

2015/2016 FOR APPROVAL

OVERALL SITE PLAN

C-200

EXHIBIT "E"**LEGAL DESCRIPTION OF THE ENTRANCES
AND MAPS DEPICTING THE ENTRANCES****Legal Description of Valley Grove Entrance (Access Easement Area #1)**

Beginning at a point on the East line of Grove Parkway, said point being North 89°37'36" East 1,542.07 feet along the Quarter Section line and South 363.90 feet from the West Quarter Corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base & Meridian, and running:

thence Southerly 17.39 feet along the arc of a 11.00 feet radius curve to the left (center bears South 47°03'12" East and the chord bears South 02°20'10" East 15.63 feet with a central angle of 90°33'56");

thence South 47°37'08" East 20.30 feet;

thence Southeasterly 26.65 feet along the arc of a 100.00 feet radius curve to the right (center bears South 42°22'52" West and the chord bears South 39°59'07" East 26.57 feet with a central angle of 15°16'02");

thence South 39°59'07" East 53.13 feet;

thence South 47°37'08" East 30.59 feet;

thence South 42°29'04" West 44.00 feet;

thence North 47°38'44" West 144.63 feet to the East line of Grove Parkway;

thence North 45°42'27" East 65.87 feet along the East line of Grove Parkway to the point of beginning.

Contains 7,119 square feet or 0.16 acres.

**Legal Description of Portion of Shared Entrance on 1955 W Grove Property
(Access Easement Area #2)**

Beginning at a point on the East line of Grove Parkway, said point being North 89°37'36" East 1,626.29 feet along the Quarter Section line and South 223.03 feet from the West Quarter Corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base & Meridian, and running:

thence South 44°40'00" East 43.70 feet;

thence North 45°01'40" East 64.00 feet;

thence South 44°40'00" East 184.85 feet;

thence Southeasterly 25.35 feet along the arc of a 50.00 foot radius curve to the left (center bears North 45°19'59" East and the chord bears South 59°11'30" East 25.08 feet with a central angle of 29°02'59");

thence South 73°42'59" East 14.87 feet;

thence Southerly 30.48 feet along the arc of a 372.00 foot radius curve to the left (center bears South 73°43'06" East and the chord bears South 13°56'04" West 30.47 feet with a central angle of 04°41'41");

thence North 44°40'00" West 89.17 feet;

thence South 45°38'37" West 64.01 feet;

thence North 44°21'23" West 174.58 feet;

thence Northwesterly 10.39 feet along the arc of a 15.00 foot radius curve to the left (center bears South 50°01'20" West and the chord bears North 59°49'16" West 10.18 feet with a central angle of 39°41'13") to the East line of Grove Parkway;

thence North 17°43'27" East 16.05 feet along the East line of Grove Parkway to the point of beginning.

Contains 13,077 square feet or 0.30 acres.

**Legal Description of Portion of Shared Entrance on Valley Grove Property
(Access Easement Area #3)**

Beginning at a point on the East line of Grove Parkway, said point being North 89°37'36" East 1,626.29 feet along the Quarter Section line and South 223.03 feet from the West Quarter Corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base & Meridian, and running:

thence Northerly 22.18 feet along the arc of a 329.89 foot radius curve to the left (center bears North 73°40'12" West and the chord bears North 14°24'15" East 22.17 feet with a central angle of 03°51'07") along the east line of Grove Parkway ;

thence Southeasterly 22.52 feet along the arc of a 32.47 foot radius curve to the right (center bears South 09°16'57" West and the chord bears South 60°50'48" East 22.07 feet with a central angle of 39°44'30");

thence South 39°58'40" East 21.23 feet;

thence North 45°01'40" East 55.09 feet;

thence South 44°58'20" East 233.58 feet;

thence Southerly 2.58 feet along the arc of a 372.00 foot radius curve to the left (center bears South $73^{\circ}19'15''$ East and the chord bears South $16^{\circ}28'50''$ West 2.58 feet with a central angle of $00^{\circ}23'51''$);

thence North $73^{\circ}42'59''$ West 14.87 feet;

thence Northwesterly 25.35 feet along the arc of a 50.00 foot radius curve to the right (center bears North $16^{\circ}17'01''$ East and the chord bears North $59^{\circ}11'30''$ West 25.08 feet with a central angle of $29^{\circ}02'59''$);

thence North $44^{\circ}40'00''$ West 184.85 feet;

thence South $45^{\circ}01'40''$ West 64.00 feet;

thence North $44^{\circ}40'00''$ West 43.70 feet to the point of beginning.

Contains 5,059 square feet or 0.12 acres.



Google earth

Imagery Date: 8/18/2015 40°21'15.01" N 111°46'00.20" W elev 4524 ft eye alt 4823 ft

© 2016 Google

1993

EXHIBIT "F"

PLAN SHOWING DRAINAGE CONNECTION

(Attached)

EXHIBIT "G"

FCA PROPERTIES CONSENTS AND AGREEMENTS

(Attached)

**CONSENT, SUBORDINATION AND NONDISTURBANCE
COVENANT OF LIENHOLDER**

The undersigned beneficiary ("Lienholder") under that certain Deed of Trust dated February 3, 2010 and recorded February 8, 2010, as Entry No. 10907:2010 in the Official Records of the Utah County, Utah Recorder (the "Deed of Trust"), that certain Assignment of Rents dated February 3, 2010 and recorded February 8, 2010 as Entry No. 10908:2010 in the Official Records of the Utah County, Utah Recorder (the "Assignment of Rents"), and that certain UCC Financing Statement recorded on February 5, 2010 as Entry No. 10488:2010 of the Official Records and a continuation statement recorded January 13, 2015 as Entry No. 2504:2015 of the Official Records of the Utah County, Utah Recorder (collectively, the "Fixture Filing"), which affect the property described in the attached Schedule 1, consents to all of the provisions contained in that certain Joint Access and Parking Easement Agreement* dated April 19, 2016 and recorded on _____ as Entry No. _____ in the Official Records of Utah County, Utah Recorder (the "Easement Agreement"), and covenants and agrees that the lien of the Deed of Trust, Assignment of Rents, and Fixture Filing shall be junior, subordinate and subject to the Easement Agreement, and that any foreclosure of the Deed of Trust, Assignment of Rents, and Fixture Filing, whether judicially or through the exercise of power of sale, or the exercise of any other rights and remedies thereunder shall not terminate or otherwise adversely affect the continuing validity and enforceability of any of the terms and provisions of the Easement Agreement.

Dated this 3rd day of May, 2016.

MEADOWS BANK

By Ryan Paaseh
Its Vice President

STATE OF Nevada)
:SS.
County of Clark)

The foregoing instrument was acknowledged before me on May 3, 2016, 2016 by Ryan PAASEH, the Vice President of MEADOWS BANK.



Judy L. Henderson
NOTARY PUBLIC
Residing at: 8912 Spanish Fidec Ave
LAS VEGAS NV 89148

My Commission Expires:
08-02-16

*Later renamed: "EASEMENT AGREEMENT (Access and Storm Water Drainage) and RELEASE"

SCHEDULE 1

LEGAL DESCRIPTION

Unit 200, contained within the Discovery Grove Office Condominiums, a condominium project as the same is identified in the Record of Survey map recorded January 13, 2010 in Utah County as Entry No. 2943:2010 in Map Filing No. 13176 (as said Record Survey map may have heretofore been amended or supplemented) and in the Declaration recorded in Utah County as Entry No. 2944:2010 (as said Declaration may have heretofore been amended or supplemented.)

Together with the appurtenant undivided interest in said project's common areas as established in said Declaration and allowing for periodic alternation both in the magnitude of said undivided interest and in the composition of the common areas and facilities to which said interest relates.

**CONSENT, SUBORDINATION AND NONDISTURBANCE
COVENANT OF LIENHOLDER**

The undersigned beneficiary ("Lienholder") under that certain Trust Deed Fixture Filing and Assignment of Rents dated August 9, 2010 and recorded August 12, 2010, as Entry No. 67746:2010 in the Official Records of the Utah County, Utah Recorder (the "Deed of Trust"), which affects the property described in the attached Schedule 1, consents to all of the provisions contained in that certain Joint Access and Parking Easement Agreement* dated April 19, 2016 and recorded on _____ as Entry No. _____ in the Official Records of Utah County, Utah Recorder (the "Easement Agreement"), and covenants and agrees that the lien of the Deed of Trust shall be junior, subordinate and subject to the Easement Agreement, and that any foreclosure of the Deed of Trust, whether judicially or through the exercise of power of sale, or the exercise of any other rights and remedies thereunder shall not terminate or otherwise adversely affect the continuing validity and enforceability of any of the terms and provisions of the Easement Agreement.

Dated this 3 day of May, 2016.

MOUNTAIN WEST SMALL BUSINESS FINANCE

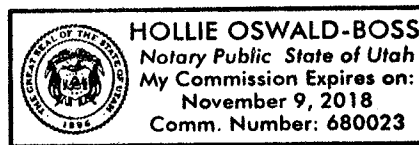
By [Signature]
Its Vice President

STATE OF UT
County of Salt Lake: ss.

The foregoing instrument was acknowledged before me on May 3, 2016 by Kim Harper, the Vice President of MOUNTAIN WEST SMALL BUSINESS FINANCE.

[Signature]
NOTARY PUBLIC
Residing at: SLC, UT

My Commission Expires:
11/9/18



*Later renamed: "EASEMENT AGREEMENT (Access and Storm Water Drainage) and RELEASE"

SCHEDULE 1

LEGAL DESCRIPTION

Unit 200, contained within the Discovery Grove Office Condominiums, a condominium project as the same is identified in the Record of Survey map recorded January 13, 2010 in Utah County as Entry No. 2943:2010 in Map Filing No. 13176 (as said Record Survey map may have heretofore been amended or supplemented) and in the Declaration recorded in Utah County as Entry No. 2944:2010 (as said Declaration may have heretofore been amended or supplemented.)

Together with the appurtenant undivided interest in said project's common areas as established in said Declaration and allowing for periodic alternation both in the magnitude of said undivided interest and in the composition of the common areas and facilities to which said interest relates.

EXHIBIT "H"

VALLEY GROVE CONSENT AND SUBORDINATION

(Attached)

**CONSENT, SUBORDINATION AND NONDISTURBANCE
COVENANT OF LIENHOLDER**

The undersigned beneficiary ("Lienholder") under that certain Deed of Trust, Assignment and Security Agreement dated June 18, 2015, and recorded June 22, 2015, as Entry No. 54361:2015 of the Official Records of Utah County, Utah Recorder (the "Deed of Trust"), which affects the property described in the attached Schedule 1, consents to all of the provisions contained in that certain Joint Access Easement Agreement dated April 19, 2016, and recorded _____, as Entry No. _____ of the Official Records of Utah County, Utah Recorder (the "Easement Agreement"), and covenants and agrees that the lien of the Deed of Trust shall be junior, subordinate and subject to the Easement Agreement, and that any foreclosure of the Deed of Trust, whether judicially or through the exercise of power of sale, or the exercise of any other rights and remedies thereunder shall not terminate or otherwise adversely affect the continuing validity and enforceability of any of the terms and provisions of the Easement Agreement.

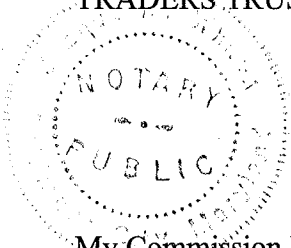
Dated this 19th day of April, 2016.

MANUFACTURERS AND TRADERS TRUST
COMPANY, a New York banking corporation

By [Signature]
Its VP

STATE OF Maryland
City County of Baltimore :ss.

The foregoing instrument was acknowledged before me on April 19, 2016 by Louis M Topper, the Vice President of MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation.



Jacqueline Whiten
NOTARY PUBLIC
Residing at: 25 S Charles St
21201

My Commission Expires:
12-17-2017

*Later renamed: "EASEMENT AGREEMENT (Access and Storm Water Drainage) and RELEASE"

SCHEDULE 1

LEGAL DESCRIPTION

ALL that tract or parcel of land located in Utah County, State of Utah, and more particularly described as follows:

PARCEL 1:

Beginning at a point on the East right-of-way line of Grove Parkway, as described on the BMW Subdivision and Road Dedication Plat, as recorded July 3, 2006 under Entry No. 83481:2006 and Map Filing No. 11732 in the Utah County Recorder's Office, which is located North 89°37'36" East 959.96 feet along the quarter section line and South 896.63 feet from the West quarter corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, and running thence Northeasterly 23.83 feet along the arc of a 133.00-foot radius curve to the left (center bears North 31°21'53" West and the long chord bears North 53°30'05" East 23.80 feet, through a central angle of 10°16'02"), along said East right-of-way line; thence North 48°22'07" East 129.39 feet along said East right-of-way line; thence Northeasterly 52.47 feet along the arc of a 60.00-foot radius tangent curve to the right (center bears South 41°37'53" East and the long chord bears North 73°25'17" East 50.81 feet, through a central angle of 50°06'19"), along said East right-of-way line; thence Southeasterly 23.64 feet along the arc of an 85.00-foot radius tangent reverse curve to the left (center bears North 8°28'26" East and the long chord bears South 89°29'41" East 23.57 feet, through a central angle of 15°56'14"), along said East right-of-way line to the South right-of-way line of Granite Way; thence Southeasterly 48.01 feet along the arc of a 60.00-foot radius tangent reverse curve to the right (center bears South 7°27'48" East and the long chord bears South 74°32'19" East 46.74 feet, through a central angle of 45°50'56"), along said South right-of-way line; thence South 51°36'51" East 45.96 feet along said South right-of-way line; thence Southeasterly 209.06 feet along the arc of an 851.38-foot radius tangent curve to the left (center bears North 38°23'09" East and the long chord bears South 58°38'56" East 208.54 feet, through a central angle of 14°04'10"), along said South right-of-way line; thence South 65°41'01" East 141.70 feet along said South right-of-way line; thence Southeasterly 188.93 feet along the arc of a 769.38-foot radius tangent curve to the right (center bears South 24°18'59" West and the long chord bears South 58°38'56" East 188.45 feet, through a central angle of 14°04'10"), along said South right-of-way line; thence South 51°36'51" East 50.00 feet along said South right-of-way line to the West right-of-way line of Pleasant Grove Boulevard; thence South 38°23'09" West 0.05 feet along said West right-of-way line; thence South 5°07'17" East 33.13 feet along said West right-of-way line; thence South 46°59'38" West 361.31 feet along said West right-of-way line; thence South 45°56'34" West 343.15 feet along said West right-of-way line to the North right-of-way line of Interstate 15; thence North 58°34'15" West 226.19 feet along said North right-of-way line; thence North 63°32'49" West 173.05 feet along said North right-of-way line; thence North 63°31'23" West 45.77 feet along said North right-of-way line to the South line of Lot 1 of said BMW Subdivision and Road Dedication Plat; thence South 89°43'50" East 119.60 feet along said South line to the Southeast corner of said Lot 1; thence North 0°04'52" East 482.88 feet along the East line of said Lot 1; thence North 0°01'07" West 42.88 feet along said East line to the Northeast corner of said Lot 1 and being the point of beginning.

PARCEL 2:

A parcel of land, situated 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 on the North line 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 Filing No. 11732 in the Utah County Recorder's Office, which is located North 89°37'36" East 1133.98 feet along the quarter section line and South 29.99 feet from the West quarter corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, and running thence Southeasterly 105.29 feet along the arc of a 343.78-foot radius non-tangent curve to the right (center bears South 19°26'46" West and the long chord bears South 61°46'46" East 104.88 feet, through a central angle of 17°32'56"), along said North line; thence South 50°00'00" East 92.65 feet along said North line; thence Southeasterly 222.87 feet along the arc of a 2902.93-foot radius tangent curve to the right (center bears South 40°00'00" West and the long chord bears South 47°48'02" East 222.82 feet, through a central angle of 4°23'56"), along said North line; thence Northeasterly 41.10 feet along the arc of a 25.00-foot radius tangent reverse curve to the left (center bears North 44°23'56" East and the long chord bears North 87°18'08" East 36.63 feet, through a central angle of 94°11'39"), along said North line to the West line of Grove Parkway, as described on said Plat; thence Northeasterly 128.14 feet along the arc of a 247.89-foot radius tangent compound curve to the left (center bears North 49°47'43" West and the long chord bears North 25°23'47" East 126.71 feet, through a central angle of 29°37'00"), along said West line; thence Northeasterly 150.64 feet along the arc of a 391.00-foot radius tangent reverse curve to the right (center bears South 79°24'44" East and the long chord bears North 21°37'31" East 149.71 feet, through a central angle of 22°04'30"), along said West line; thence North 89°35'00" West 474.57 feet along the deed line to the point of beginning.

PARCEL 3:

Lot 1, DMB SUBDIVISION NO. 1 recorded June 2, 2009 as Map Filing No. 13027.

PARCEL 4:

Lot 2, DMB SUBDIVISION NO. 1 recorded June 2, 2009 as Map Filing No. 13027.

PARCEL 5:

Lot 4, DMB SUBDIVISION NO. 1 recorded June 2, 2009 as Map Filing No: 13027.

PARCEL 6:

Parcel A, DMB SUBDIVISION NO. 1 recorded June 2, 2009 as Map Filing No. 13027.

PARCEL 7:

The Private Road Parcel contained within DMB SUBDIVISION NO. 1 recorded June 2, 2009 as Map Filing No. 13027.