

Entry 2020000056
Book 1635 Pages 258-266 \$40.00
03-Jan-20 11:18
BRENDA MCDONALD
RECORDER, UINTAH COUNTY, UTAH
FIRST AMERICAN TITLE INSURANCE COMPANY - NCS SALT LAKE
215 SOUTH STATE STREET, SUITE 380, SALT LAKE CITY, UTAH 84111
Rec By: Monica Hill, Deputy Recorder
Electronic Recording

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Goldman Sachs Bank USA,
a New York chartered bank
c/o Genesis Capital Real Estate Advisors, Inc.
ATTENTION: LENDING DEPARTMENT
15303 Ventura Boulevard, Suite 700
Sherman Oaks, CA 91403

First American Title
National Commercial Services
NCS File # 968806

Ent 2020000056
Book 1635 Pg 258

MEMORANDUM OF TENANCY IN COMMON AGREEMENT

THIS MEMORANDUM OF TENANCY IN COMMON AGREEMENT (this "*Memorandum*") is made as December 27, 2019, by and between VERNAL VENTURES LLC, a Florida limited liability company ("*Party A*"), and CASSIDY PROPERTY MANAGEMENT, LLC, a Pennsylvania limited liability company ("*Party B*"), with reference to the following:

A. Party A and Party B (collectively, "*Tenants*", and individually, a "*Tenant*"), as tenants-in-common, are parties to that certain Tenancy In Common Agreement of even date herewith (the "*Agreement*") pursuant to which Tenants have made certain agreements relating to that certain real property located in the City of Vernal, County of Uintah, State of Utah, and more particularly described on Exhibit A attached hereto, and the improvements located and to be located thereon (such real property and improvements are collectively referred to as the "*Property*").

B. Tenants desire to reflect certain of the terms of the Agreement in this Memorandum, subject to and upon the terms contained herein.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties acknowledge as follows:

1. Pursuant to the Agreement, each Tenant's rights to sell, grant, transfer, encumber or otherwise convey any of its right, title or interest in the Property, or to effect or cause a partition of the Property, are subject to certain rights in favor of the other Tenant, including a right of first offer, and are subject to the rights of any mortgage lender making a loan secured by the Property. Any intended purchaser, transferee or beneficiary with respect to the Property is hereby put on notice of such rights and advised to first inquire with the other Tenant and the mortgage lender prior to taking possession of the Property.

2. All of the terms of the Agreement are incorporated in this Memorandum by reference.

3. The Agreement runs with the Property and binds and inures to the benefit of each Tenant and its respective heirs, successors, and assigns; subject, however, to the provisions of the Agreement relating to transfer and assignment.

4. This Memorandum and the Agreement are governed by the laws of the State of California.

5. This Memorandum may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]

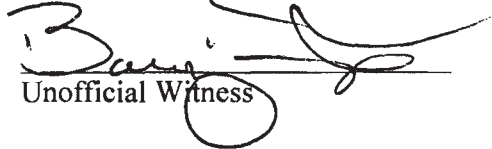
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum as of the day and year first above written.

TENANTS:

VERNAL VENTURES LLC,
a Florida limited liability company
By: DLP Capital Partners LLC,
a Delaware limited liability company, its Manager
By: DLP Real Estate Capital Inc.,
a Florida corporation, its Manager

By: _____
Donald Wenner, President

Signed, sealed and delivered in the
presence of:


Unofficial Witness

CASSIDY PROPERTY MANAGEMENT, LLC,
a Pennsylvania limited liability company

Signed, sealed and delivered in the
presence of:

By: _____
Raymond Gerald Glemser, II, Member

Unofficial Witness

By: _____
Andrew James Glemser, Member

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum as of the day and year first above written.

TENANTS:

VERNAL VENTURES LLC,
a Florida limited liability company
By: DLP Capital Partners LLC,
a Delaware limited liability company, its Manager
By: DLP Real Estate Capital Inc.,
a Florida corporation, its Manager

Signed, sealed and delivered in the presence of:

Unofficial Witness

By: _____
Donald Wenner, President

CASSIDY PROPERTY MANAGEMENT, LLC,
a Pennsylvania limited liability company

By: Raymond Gerald Glemser, II
Raymond Gerald Glemser, II, Member

Signed, sealed and delivered in the presence of:

Meredith Mass
Unofficial Witness

By: _____
Andrew James Glemser, Member

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum as of the day and year first above written.

TENANTS:

Signed, sealed and delivered in the presence of:

VERNAL VENTURES LLC,
a Florida limited liability company
By: DLP Capital Partners LLC,
a Delaware limited liability company, its Manager
By: DLP Real Estate Capital Inc.,
a Florida corporation, its Manager


Unofficial Witness

By: _____
Donald Wenner, President

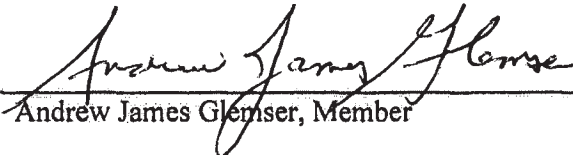
CASSIDY PROPERTY MANAGEMENT, LLC,
a Pennsylvania limited liability company

Signed, sealed and delivered in the presence of:

By: _____
Raymond Gerald Glemser, II, Member



Unofficial Witness

By: 
Andrew James Glemser, Member

ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

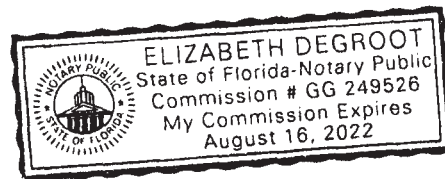
STATE OF CALIFORNIA ^{Florida})
) ss.
COUNTY OF St Johns)

On December 27, 2019, before me, Elizabeth DeGroot, a Notary Public, personally appeared Donald Wenzler, who signed the above-referenced Instrument in my presence and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entities upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ ^{Florida} that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Elizabeth DeGroot
Signature of Notary Public



ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

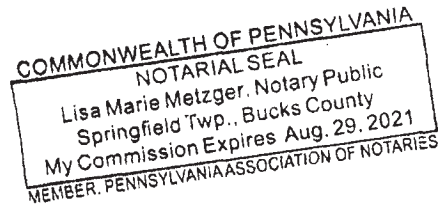
STATE OF ~~CALIFORNIA~~ PA)
) ss.
COUNTY OF Northampton)

On December 30th 2019 before me, Lisa Marie Metzger, a Notary Public, personally appeared Raymond G. Glomb who signed the above-referenced Instrument in my presence and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entities upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lisa Marie Metzger
Signature of Notary Public



ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ~~CALIFORNIA~~ ^{Pennsylvania},
COUNTY OF ~~Lehigh~~ ^{Lehigh}) ss.

On 12/30/2019, before me, Kaitlin Kulp, a Notary Public, personally appeared Andrew J. Glemser who signed the above-referenced Instrument in my presence and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entities upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ ^{Pennsylvania} that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kaitlin Kulp
Signature of Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Kaitlin Kulp, Notary Public
South Whitehall Twp., Lehigh County
My Commission Expires Oct. 10, 2020
MEMBER PENNSYLVANIA ASSOCIATION OF NOTARIES

Exhibit "A"

Legal Description

Real property in the City of Vernal, County of Uintah, State of Utah, described as follows:

PARCEL 1:

LOT 3 OF ASHLEY CREEK VILLAGE SUBDIVISION, VERNAL CITY, UINTAH COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UINTAH COUNTY RECORDER.

PARCEL 1A:

THE EASEMENTS BENEFITING AND APPURTENANT TO THE ABOVE DESCRIBED PARCEL 1, GRANTED PURSUANT TO THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED DECEMBER 19, 2011 AS ENTRY NO. 2011009105 IN BOOK 1259 AT PAGE 49 OF OFFICIAL RECORDS.

PARCEL 2:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 21 EAST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE ALONG THE WEST LINE OF SAID SECTION 21 NORTH 01°57'21" WEST 229.19 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF SAID SECTION 21 NORTH 01°57'21" WEST 426.01 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED RECORDED AS ENTRY NO. 2007006183 IN THE OFFICE OF THE UINTAH COUNTY RECORDER; THENCE ALONG THE NORTH LINE OF SAID PARCEL NORTH 88°34'27" EAST 401.58 FEET; THENCE SOUTH 55°20'37" EAST 63.85 FEET; THENCE NORTH 77°27'24" EAST 203.71 FEET TO A POINT ON THE ARC OF A 151.79 FOOT RADIUS CURVE TO THE RIGHT (RADIUS POINT BEARS SOUTH 13°29'50" EAST); THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH AN ARC LENGTH OF 35.36 FEET AND A CENTRAL ANGLE OF 13°20'46"; THENCE NORTH 89°53'09" EAST 36.15 FEET; THENCE SOUTH 04°43'23" WEST 202.85 FEET; THENCE SOUTH 69°31'59" WEST 45.35 FEET TO A POINT ON THE ARC OF A 25 FOOT RADIUS CURVE TO THE LEFT (RADIUS POINT BEARS SOUTH 20°27'44" EAST); THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH AN ARC LENGTH OF 45.13 FEET AND A CENTRAL ANGLE OF 103°25'54"; THENCE SOUTH 33°25'37" EAST 78.16 FEET TO A POINT ON THE ARC OF A 5.00 FOOT RADIUS CURVE TO THE LEFT (RADIUS POINT BEARS NORTH 59°59'59" EAST); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH AN ARC LENGTH OF 5.24 FEET AND A CENTRAL ANGLE OF 59°59'59"; THENCE NORTH 90°00'00" EAST 1.59 FEET; THENCE SOUTH 15°02'16" EAST 53.42 FEET; THENCE NORTH 88°36'03" EAST 287.31 FEET; THENCE SOUTH 01°23'57" EAST 56.10 FEET; THENCE SOUTH 88°36'03" WEST 989.99 FEET TO THE POINT OF BEGINNING.

APN: 05:052:0203 & 04:126:0055

SNNW