

Entry 2020000057
Book 1635 Pages 267-275 \$40.00
03-Jan-20 11:18
BRENDA MCDONALD
RECORDER, UTAH 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

Ent 2020000057
Book 1635 Pg 267

First American Title
National Commercial Services
NCS File # 968808

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 II, LLC, a Florida limited liability company ("**Party A**"), and GLEMSER BETHLEHEM PROPERTY, LP, a Pennsylvania limited partnership ("**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 II, 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

GLEMSER BETHLEHEM PROPERTY, LP,
a Pennsylvania limited liability company
By: 528 North New Street Property, LLC,
a Pennsylvania limited liability company,
its General Partner

By: _____
Raymond G. Glemser, II, Member

By: _____
Andrew J. Glemser, Member

Signed, sealed and delivered in the
presence of:

Unofficial Witness

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:

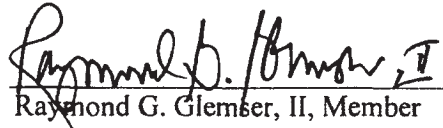
VERNAL VENTURES II, LLC,
a Florida limited liability company
By: DLP Capital Partners LLC,
a Delaware limited liability company, its Manager
By: DLP Real Estate Capital Inc.,
a Florida corporation, its Manager

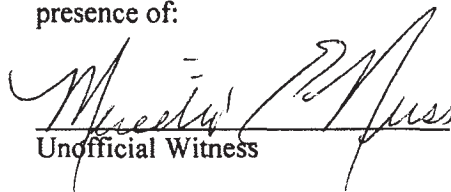
Unofficial Witness

By: _____
Donald Wenner, President

GLEMSER BETHLEHEM PROPERTY, LP,
a Pennsylvania limited liability company
By: 528 North New Street Property, LLC,
a Pennsylvania limited liability company,
its General Partner

Signed, sealed and delivered in the presence of:

By: 
Raymond G. Glemser, II, Member


Unofficial Witness

By: _____
Andrew J. 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 II, 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

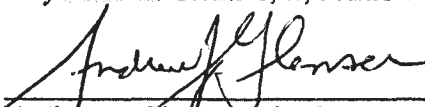
GLEMSEY BETHLEHEM PROPERTY, LP,
a Pennsylvania limited liability company
By: 528 North New Street Property, LLC,
a Pennsylvania limited liability company,
its General Partner

Signed, sealed and delivered in the presence of:



Unofficial Witness

By: _____
Raymond G. Glemser, II, Member

By: 

Andrew J. Glemser, Member

ACKNOWLEDGMENTS

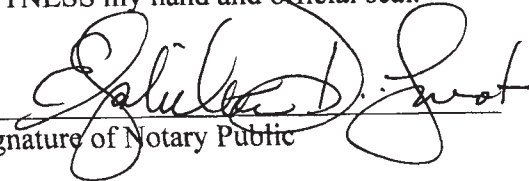
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On December 27, 2019, before me, Elizabeth DeGroof, a Notary Public, personally appeared Donald Werner, 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.


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. Glomser II, 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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Lisa Marie Metzger, Notary Public
Springfield Twp., Bucks County
My Commission Expires Aug. 29, 2021
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 4 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.

APN: 05:052:0204