

SHARED ACCESS AGREEMENT

1. PREMISE: DEVCO 182, LLC owns the real property as described in "Exhibit A", hereinafter referred to as the "DEVCO 182^{LLC}" property. BUD LLC owns the real property as described in "Exhibit B", hereinafter referred to as the "BUD, LLC" property.

The parties wish to provide for a common access over 25 feet of the DEVCO 182, LLC property and 25 feet over the BUD, LLC property.

Each party will receive the nonexclusive right of pedestrian and vehicular ingress and egress across the access for themselves, their successors, and their respective customers, employees and invitees. The parties also wish to provide for the construction and maintenance of the access on the said property easement.

2. AGREEMENT: In consideration of the mutual covenants contained herein, and other good and valuable considerations, the parties agree as follows:

a) Relinquishment. The parties agree to relinquish all prior rights of access to their respective properties.

b) Easement. The parties agree to the creation of the perpetual nonexclusive easement for ingress and egress on their respective properties as shown in the plans and made a part hereof. The easements granted hereunder are created for the purpose of allowing ingress and egress to both properties from K.B.M., SR- 89, over the property described in Exhibit "C".

c) Construction of Access. DEVCO 182, LLC shall construct the access over the said easement to Utah Department of Transportation Standards and Specifications. DEVCO 182, LLC will fund the construction.

END K.B.M.

- d) Maintenance. Before any maintenance is started, the parties shall agree on the type of maintenance required and the cost of such maintenance. In the event that the parties are unable to agree as to necessity or costs of such maintenance, the parties agree that the question of necessity or costs, or both, shall be submitted to arbitration under the rules of the American Arbitration Association. Each party may temporarily close portions of the easement parcels on its parcel to permit the construction, remodeling, repair and maintenance of the improvements on its respective parcel, provided that any inconvenience created thereby is kept to a minimum and provided that each party pursues with due diligence to completion of such construction, remodeling, repair or maintenance.
- e) All maintenance of the easements shall be performed at hours which will cause minimal interference with the normal daily use of such easement parcels.
- f) Each party shall be responsible for the costs and expenses incurred in the maintenance of their respective parcels.
- g) Snow Removal. Each party shall be responsible for the removal of snow from their respective properties. Each party shall be responsible for the removal of snow for one-half (1/2) of the access. Snow shall be removed from the access in a prompt and timely manner.
- h) Obstructions. All parties will keep the shared access clear of any and all obstructions and shall not allow any structures or sign to be placed so close to the access as to inhibit free ingress and egress from either property. Neither property shall allow any vehicles to be parked on the shared access so as to obstruct ingress or egress. The access is to be used for all purposes reasonably necessary for the full use of the properties.
- i) Permit. The access shall be subject to all restrictions specified by the Utah Department of Transportation Highway Encroachment Permit to be issued for the access.
- j) Enforcement. The cost of maintenance hereunder shall be due and payable no later than thirty (30) days following completion of such maintenance,

END. K.B.U.

unless sooner required under the contract for such maintenance. Should either party default in payment for such maintenance as provided herein, the other party may pay the defaulting party's share of such maintenance, and the amount so paid shall become immediately due and payable and shall bear interest at the highest rate allowed by law. In the event that the defaulting party fails to reimburse the other party for payment of the defaulting party's share of maintenance, plus interest for more than thirty (30) days following written demand for such reimbursement, the other party shall be entitled to a lien upon the property of the defaulting party as described for the amount of such unimbursed payment plus interest. Such lien may be recorded in the public records and shall be enforceable in the same manner as other liens are enforceable under the laws of the State of Utah. If either party seeks to enforce any term or condition of this agreement through the Courts, the prevailing party shall be entitled to recover all costs of such action, including a reasonable attorney's fee from the losing party.

3. DUPLICATE ORIGINALS This agreement shall be executed in duplicate, each copy of which shall be deemed an original.

DATED this 9th of June, 2011

Quinn Nelson Manager Quinn Nelson Owner Quinn Nelson Owner (Manager)

Douglas Z. Burnett
District Operations Engineer

Witnessed as to

STATE OF UTAH

COUNTY OF

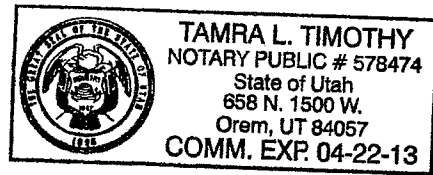
END. K.B.N.

The foregoing instrument was acknowledged before me this 9th day of June, 2011 by to me or who as produced personal knowledge as identification, and who did (did not) take an oath.

Notary Public in and for the
State last aforesaid.

My Commission Expires 4.22.13

Tamra L. Timothy



EMD. K.B.N

Addendum to Agreement

Acknowledgement Certificate

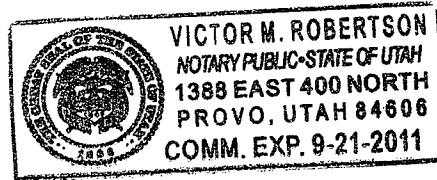
State of Utah)

County of Utah)

On this 9th of June, in the year 2011, before me Victor M. Robertson, a notary public, personally appeared Kent B. Nelson, Manager, and Gary M. DeVincent, Manager, proved on the basis of satisfactory evidence to the person whose name is subscribed to this instrument and acknowledge they executed the same.

Witness by my hand and official seal.


NOTARY PUBLIC



End. K.B.N.

SHARED ACCESS AGREEMENT NOTES

- 1) It should be specified that this agreement is between the two land owners. UDOT is involved only in the inception of the agreement.
- 2) Upon accepting of the shared access agreement, each owner should relinquish their prior rights of access to the road in exchange for the shared access.
- 3) The shared access agreement should contain the legal description of both properties being accessed.
- 4) The agreement should specify that the access is to be used for all purposes reasonably necessary for the full use of the properties.
- 5) The agreement should address snow removal.
- 6) The agreement should specify that the access be kept to UDOT maintenance standards. The source of these standards needs to be cited and reference given.
- 7) A copy of the access permit should be attached to the agreement, or referenced to in the shared access agreement.

EMD KAN.

Exhibit "A"

Devco 182, LLC property:

Historical Description:

Commencing North 40.01 feet and East 1115.66 feet from the West Quarter corner of Section 19, Township 5 South, Range 2 East, Salt Lake base and Meridian; thence South 73°9'28" East 176.46 feet; thence south 4°6'42" West 237.89 feet; thence South 4°6'41" West 0.15 feet; thence South 89°44'32" West 157 feet; thence North 1°1'32" East 289.3 feet to the beginning.

Excepting any portion lying within the bounds of State Street and State Road commission property as described in Quit Claim Deed Recorded August 28, 1953 as Entry No. 9645 of Official Records.

Also less and excepting that right of way described in that certain Right of Way Quit Claim Deed recorded March 26, 2008 as Entry No. 35402:2008

A parcel of land in fee, being part of an entire tract of land situated in the NW ¼ SW ¼ and SW ¼ NW ¼ of Section 19, Township 5 South, Range 2 East, Salt Lake Base and Meridian, for the purpose of constructing 2000 West Street connector in Pleasant Grove, Utah County, State of Utah. The boundaries of said parcel of land are described as follows:

Beginning at the Northwest corner of said entire tract, which point is 40.01 feet North and 1115.66 feet East from the West quarter corner of said Section 19; and running thence South 1 deg. 01'32" West 289.30 feet along the Westerly boundary line to the Southerly boundary line of said entire tract; thence North 89 deg. 44'32" East 13.20 feet along said Southerly boundary line to a point 56.00 feet perpendicularly distant Easterly from the centerline of said 2000 West Street connector road, opposite approximate Engineers Station 89+78.22; thence North 0 deg. 24'13" West 241.04 feet along a line parallel to said centerline; thence North 48 deg. 23'06" East 51.95 feet to the Northerly boundary line of said entire tract; thence North 73 deg. 09'28" West 47.19 feet along said Northerly boundary line to the point of beginning.

Now better described as:

Lots 1 and 2, Plat "A", Grove Pointe Subdivision, Pleasant Grove, Utah, according to the official plat thereof.

Tax Parcel No.: 40-442-0001 and 40-442-0002, formerly known as 14-021-0150

K.B.M.
E.M.D.

Exhibit "B"

B.U.D., LLC property:

Parcel 5:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF U.S. HIGHWAY NO. 91, WHICH POINT IS SOUTH 00 DEG. 15 MIN. 27 SEC. EAST ALONG THE SECTION LINE 39.95 FEET AND EAST 1380.09 feet. (BASED ON THE UTAH STATE COORDINATE SYSTEM, CENTRAL ZONE AND DATA PUBLISHED BY THE UTAH COUNTY SURVEYOR AS OF JANUARY 1986) FROM THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 04 DEG. 06 MIN. 42 SEC. WEST 208.34 FEET; THENCE SOUTH 89 DEG. 37 MIN. 42 SEC. WEST 97.84 FEET TO A FENCE LINE; THENCE NORTH 04 DEG. 06 MIN. 42 SEC. EAST ALONG SAID FENCE LINE AND EXTENSION THEREOF 238.03 FEET TO THE SOUTHERLY SIDE OF SAID HIGHWAY; THENCE SOUTH 73 DEG. 09 MIN. 27 SEC. EAST ALONG SAID HIGHWAY 100.00 FEET TO THE POINT OF BEGINNING..

Parcel 6:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF U.S. HIGHWAY NO. 91, WHICH POINT IS SOUTH 00 DEG. 15 MIN. 27 SEC. EAST ALONG THE SECTION LINE 39.95 FEET AND EAST 1380.09 FEET (BASED ON THE UTAH STATE COORDINATE SYSTEM, CENTRAL ZONE AND DATA PUBLISHED BY THE UTAH COUNTY SURVEYOR AS OF JANUARY 1986) FROM THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 73 DEG. 09 MIN. 27 SEC. EAST, ALONG SAID HIGHWAY 99.11 FEET TO A FENCE LINE; THENCE SOUTH 01 DEG. 14 MIN. 01 SEC. WEST ALONG SAID FENCE LINE 134.88 FEET; THENCE SOUTH 00 DEG. 49 MIN. 16 SEC. WEST CONTINUING ALONG SAID FENCE LINE 129.37 FEET; THENCE SOUTH 89 DEG. 37 MIN. 42 SEC. WEST 150.40 FEET; THENCE NORTH 01 DEG. 01 MIN 33 Sec. EAST 85.82 FEET; THENCE NORTH 89 DEG. 37 MIN. 42 SEC. EAST 43.82 FEET; THENCE NORTH 04 DEG. 06 MIN. 42 SEC. EAST. 208.34 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING SOUTH 286.33 FEET AND EAST 1471.04 FEET FROM THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 5 SOUTH; RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 73 DEG. 9 MIN. 28 SEC. EAST 2.18 FEET; THENCE SOUTH 0 DEG. 59 MIN. 32 SEC. WEST 45.9 FEET; THENCE SOUTH 89 DEG. 37 MIN. 41 SEC. WEST 1.95 FEET; THENCE NORTH 0 DEG. 49 MIN. 16 SEC. EAST 46.54 FEET TO THE POINT OF BEGINNING.

Parcel 7:

COMMENCING SOUTH 0 DEG 0' 1" WEST 248.16 FEET AND SOUTH 89 DEG 59' 59" EAST 1301.65 FEET FROM THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; NORTH 89 DEG 37' 42" EAST 19.87 FEET; SOUTH 1 DEG 1' 33" WEST 76.78 FEET; SOUTH 89 DEG 37' 43" WEST 19.87 FEET; NORTH 1 DEG 1' 34" EAST 76.78 FEET TO THE BEGINNING.

Tax Parcel No.: 14-021-0050, 14-021-0051, 14-021-0052, 14-021-0145

K.B.M.
E.M.D.

EXHIBIT 'C'

SHARED ACCESS EASEMENT
BUD, LLC AND DEVCO 182, LLC

Commencing at a point located South 00°15'27" East along the Section line 60.00 feet and East 1255.65 feet from the West quarter corner of Section 19, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence North 04°08'56" East 56.36 feet; thence South 73°27'20" East along State Street 51.19 feet; thence South 04°08'56" West 45.34 feet; thence North 85°51'04" West 50.00 feet to the point of beginning.

K.B.N.
EMD

