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Book - 10359 Pg - 4192-4207  
Gary W. Ott  
Recorder, Salt Lake County, UT  
TITLE WEST  
BY: eCASH, DEPUTY - EF 16 P.

WHEN RECORDED, RETURN TO:

RISEN LIFE CHURCH  
Attn: Board of Elders  
2780 East 3900 South  
Salt Lake City, Utah 84124

Pertains to Parcels with Tax Id # 16-35-307-019 and 16-35-307-018

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**DECLARATION AND GRANT  
OF  
CROSS ACCESS EASEMENTS & CROSS PARKING EASEMENTS  
WITH  
AGREEMENT REGARDING CONSTRUCTION OF CERTAIN IMPROVEMENTS**

*(Salt Lake County, Utah)*

This Declaration and Grant of Cross Access Easements & Cross Parking Easements with Agreement Regarding Construction of Certain Improvements (“**Agreement**”) is entered into as of the 11<sup>th</sup> day of SEPTEMBER, 2015, by (a) RISEN LIFE CHURCH, a Utah corporation (“**Risen Life**”), and (b) HOLLADAY SENIOR LIVING GROUP, LLC, a Utah limited liability company] (“**HSLG**”).

WHEREAS, Risen Life owns a certain parcel of real property (the “**Risen Life Property**”) located in Salt Lake County, Utah, as more particularly described in attached *Exhibit “A”*; and

WHEREAS, Risen Life is also the owner of another parcel of real property (the “**HSLG Property**”) which is located adjacent to the Risen Life Property in Salt Lake County, Utah, as more particularly described in attached *Exhibit “B”* (the Risen Life Property and the HSLG Property sometimes being referred to hereinafter collectively as the “**Land**”); and

WHEREAS, HSLG has leased the HSLG Property from Risen Life pursuant to that certain Ground Lease Agreement dated April 27th, 2015 (the “**Lease**”) for a period of up to 75 years, and as the ground lease tenant intends to construct a building and other improvements on the HSLG Property which building and improvements will be owned by HSLG; and

WHEREAS, HSLG in conjunction with the development of the HSLG Property has agreed to design and construct certain driveway improvements which will connect the Risen Life Property and the HSLG Property (the “**Improvements**”) and it is intended that these improvements shall serve in part to provide access to and from the Risen Life Property and HSLG Property, respectively, to those certain public thoroughfares commonly known as “2700 East,” “3900 South” and “3960 South” in Salt Lake County, Utah (the “**Public Thoroughfares**”);

WHEREAS, the proposed site plan for the Land is attached hereto as *Exhibit “C”*;

WHEREAS, Risen Life has deemed it desirable to preserve the values of the Risen Life Property and the HSLG Property, and to declare, grant and establish not only for the benefit of HSLG as tenant pursuant to the Lease, but for the benefit of any future fee owner of the HSLG Property, certain non-exclusive cross easements for access over and across the curb cuts and drive aisles on the Risen Life

Property and HSLG Property to and from the Public Thoroughfares. The drive aisles and curb cuts existing from time to time on the Risen Life Property and HSLG Property are hereinafter referred to collectively as the “**Cross Easement Area**”);

WHEREAS, Risen Life has deemed it desirable to preserve and protect the values of the Risen Life Property and the HSLG Property, and to declare, grant and establish, not only for the benefit of HSLG as tenant pursuant to and during the term of the Lease, but also for the benefit of any future fee owner of the HSLG Property, certain non-exclusive easements for parking of vehicles on the parking stalls existing from time to time on the HSLG Property (the “**HSLG Parking Stalls**”) and on the Risen Life Property (the “**Risen Life Parking Stalls**”) (the HSLG Parking Stalls and Risen Life Parking Stalls being hereinafter collectively referred to as the “**Parking Stalls**”);

WHEREAS, by the execution hereof, Risen Life and HSLG desire to enter into this Agreement to definitively set forth their agreements and understandings regarding cross access and parking on the Risen Life Property and the HSLG Property during the term of the Lease and to set forth their mutual agreements regarding the construction of the Improvements by HSLG;

NOW, THEREFORE, to these ends and in consideration of the promises, mutual covenants and agreements set forth below, together with the mutual benefits to be derived from this Agreement, Risen Life and HSLG do hereby agree, and Risen Life hereby declares that the Land is and shall be held, transferred, sold, conveyed, and occupied subject to the easements and covenants set forth herein, all of which shall be covenants running with the Land and which are hereby collectively imposed as equitable servitudes upon the Land and shall be binding on all parties having any right, title or interest in and to the Land or any part thereof, their heirs, successor, and assigns, and shall inure to the benefit of each owner thereof.

#### DECLARATION AND AGREEMENTS

1. Grant of Cross-Access Easements; Limitations.

(a) Cross Access Easement in Favor of Risen Life Property. Risen Life hereby reserves and HSLG hereby declares, grants and conveys to Risen Life and to all future owners of the Risen Life Property, a non-exclusive easement for vehicular and pedestrian ingress and egress (without charge) on, over and across the portion of the Cross Easement Area located on the HSLG Property. Such rights-of-way and easements shall each (i) be appurtenant to and benefit the Risen Life Property, (ii) bind and burden every person having any fee, leasehold, lien or other interest, as and to the extent arising by, through or under Risen Life, in any portion of the land, and (iii) constitute a covenant running with the Land.

(b) Cross Access Easement in Favor of HSLG Property. Subject to the limitations set forth herein, Risen Life hereby declares, grants and conveys to HSLG, and to all future owners and/or tenants of the HSLG Property, their respective successors and assigns, a non-exclusive easement for vehicular and pedestrian ingress and egress (without charge) on, over and across that portion of the Cross Easement Area located on the Risen Life Property. Such rights-of-way and easements shall each (i) be appurtenant to and benefit the HSLG Property, (ii) bind and burden every person having any fee, leasehold, lien or other interest, as and to the extent arising by, through or under Risen Life, in any portion of the land, and (iii) constitute a covenant running with the Land.

(c) Not Exclusive. Exclusive use of the respective portions of the Cross Easement Area located on each parcel is not hereby granted, and the right to grant additional easements for cross access is hereby reserved to the current and future owners of each burdened parcel. It is hereby reserved to the owner of each parcel the right to make any use of the Cross Easement Area located on such owner's parcel, so long as and except as otherwise specified herein, any such use does not unreasonably interfere with the rights and easements for use and related ingress and egress which are herein granted.

Furthermore, the locations of drives aisles, as existing or once initially constructed, shall not be materially modified without the consent of the owner of the adjoining parcel (or HSLG during the term of the Lease) if such modification would materially negatively impact the free flow of vehicular traffic between and across the parcels or would cause either parcel to be in violation of governmental approvals and/or permits pertaining to the improvements existing on the Land from time to time. The parties also agree that the driveway to and from 3960 South Street shall to the extent possible only be used for secondary access purposes.

(d) Limitation on Easements. The easements described above, so long as the following do not unreasonably interfere with the right and easement for use and related ingress and egress which is herein granted to the owners of each parcel of the Land, shall be subject to and limited as follows:

(i) They shall not be exercised in any manner which substantially interferes with the purposes for which the Cross Easement Area is to be used as provided herein.

(ii) The right of Holladay City and any other governmental or quasi-governmental body having jurisdiction over the Land at any time and from time to time, and any private or public utility company serving any portion of the Land, of access to, and rights of ingress and egress over and across, any of the Cross Easement Area for purposes of providing police and fire protection, and providing any other governmental, municipal or utilities services.

(iii) The right of the owner of each parcel, in their sole discretion (subject, however, to this subsection 2(d)), to grant permits, easements over, across, through and under the Cross Easement Area to any governmental or quasi-governmental authority, to any public or private utility company for the purpose of installing, maintaining or providing utilities and related facilities or roads or for such other purposes reasonably necessary or appropriate, in such owner's sole and reasonable discretion, for the use construction, development, maintenance or operation of the Land, as applicable.

(e) No Liens. No grantee shall permit any lien or claim of mechanics, laborers or materialmen to be filed against the Cross Easement Area, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by such party. Within ten (10) business days after the date of the filing or recording of any such lien, such party shall cause the same to be paid and discharged of record, or, if such party contests the amount allegedly due or the right of the lienor to make its lien claim, such party shall cause a bond for at least 110% of the amount of the disputed lien claim to be issued in favor of the other party to protect the other party from any damage resulting from the lien during the entire time of any proceeding in which such party contests the lien.

(f) Placement of Entrances and Exits. Each owner of a parcel (and HSLG during the term of the Lease in regards to the HSLG Property), shall be entitled, in their reasonable discretion, and at their own respective expense, to place as many entrances and exits from the Risen Life Property or the HSLG Property, as the case may be, to the Cross Easement Area as such party shall determine to be necessary or appropriate; provided that such entrances and exits shall be designed and placed in those locations permitted by any applicable laws or governmental planning approvals, shall be subject to reasonable safety limitations and generally accepted traffic principles, and shall be limited to the extent necessary so as not to adversely affect the use, development or occupancy of any other parcel comprising any portion of the Land.

(g) Temporary Closing of Cross Easement Area. Each owner (and HSLG during the term of the Lease) may, on a temporary basis, for reasonable construction, repair, maintenance, or to prevent a public dedication or the accrual of any rights to the public, close all or some portion of the Cross Easement Area for access, provided that, in any such event, the party closing the Cross Easement

Area shall first notify the other party in writing and shall provide for alternate access to the Risen Life Property or HSLG Property, as applicable, during such period of closure.

2. Maintenance and Maintenance Expenses of Improvements in the Cross Easement Area.

(a) Each Owner to Maintain Their Parcel. Except as otherwise agreed, in writing, each owner of a parcel (and HSLG during the term of the Lease) shall be responsible to maintain the drive aisle improvements located on the portion of the Cross Easement Area located on such party's parcel in good condition and repair at all times.

(b) Maintenance Standards. The obligation to maintain, repair and keep in repair the improvements within the Cross Easement Area shall, without limiting the generality thereof, include: (i) maintaining the surfaces at such grades and levels that they may be used and enjoyed as contiguous and homogeneous common areas and maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability; (ii) removing all papers, debris, snow, ice, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep these areas in a neat, clean and orderly condition; and (iii) placing, keeping in repair, and replacing any necessary appropriate directional signs, striping markers and lines; and operating, keeping in repair and replacing, when necessary, artificial lighting facilities as shall be reasonably required.

3. Declaration and Grant of Parking Easements; Limitations

(a) Grant of Parking Easement on Risen Life Property. Risen Life hereby declares and grants to HSLG as tenant under the Lease and to all future owners of the HSLG Property (the "**HSLG Grantees**"), a non-exclusive easement to use the Risen Life Parking Stalls for the parking of vehicles, subject to the terms, conditions, covenants and agreements hereinafter set forth. Risen Life's grant hereunder shall in no way operate to confer upon any HSLG Grantee any other interest, status, or estate of any kind other than an easement. Risen Life shall use commercially reasonable efforts to perform appropriate snow removal and ice treatment on the Risen Life Parking Stalls and on the Cross Easement Area located on the Risen Life Property to allow reasonable ingress and egress across the Risen Life Property. The HSLG Grantees shall at all times use reasonable efforts to cause any party within the control of the HSLG Grantees and permitted by this easement to utilize the Risen Life Parking Stalls to first use the stalls located on HSLG Property when available prior to utilizing the Risen Life Parking Stalls, and shall also use reasonable efforts to utilize the Risen Life Parking Stalls in a manner which does not unreasonably interfere with the use of the Risen Life Parking Stalls by Risen Life. Notwithstanding the foregoing, Risen Life reserves the right to designate up to twenty (20) Parking Stalls on the Risen Life Property for the exclusive use of Risen Life (the "**Risen Life Exclusive Parking Stalls**"), provided that the Risen Life Exclusive Parking Stalls shall not be the parking stalls most convenient or closely located for walking purposes to the HSLG Property, and to if necessary reserve the use of all of the Risen Life Parking Stalls for the use of Risen Life on Sunday mornings between the hours of 8:00 a.m. and 12:00 p.m. In no event shall employees, invitees or agents of any HSLG Grantee be permitted, or directed by a HSLG Grantee, to park on the Risen Life Property when open parking stalls are available on the HSLG Property, but if an employee, invitee or agent of any HSLG Grantee properly utilizes a Risen Life Parking Stall other than a Risen Life Exclusive Parking Stall, they shall be permitted to continue to utilize such stall until they normally vacate such stall.

(b) Grant of Parking Easement on HSLG Property. Risen Life hereby reserves to Risen Life, and grants to any future owners of the Risen Life Property, (the "**Risen Life Grantees**") a non-exclusive easement to use the HSLG Parking Stalls for the parking of vehicles, subject to the terms, conditions, covenants and agreements hereinafter set forth. Risen Life's grant hereunder shall in no way operate to confer upon any Risen Life Grantee any other interest, status, or estate of any kind other than a

easement. HSLG hereby consents to the granting of the foregoing easement to the extent that the HSLG Parking Stall improvements shall belong to HSLG during the term of the Lease. HSLG (and any future owner of the HSLG Property) shall use commercially reasonable efforts to perform appropriate snow removal and ice treatment on the HSLG Parking Stalls and on the drive aisles located on the HSLG Property to allow reasonable ingress and egress across the HSLG Property. The Risen Life Grantees shall at all times use reasonable efforts to cause any party within the control of the Risen Life Grantees and permitted by this easement to utilize the HSLG Parking Stalls to first use the stalls located on the Risen Life parcel when available prior to utilizing the HSLG Parking Stalls, and shall also use reasonable efforts to utilize the HSLG Parking Stalls in a manner which does not unreasonably interfere with the use of the HSLG Parking Stalls by HSLG or any other future occupant of the HSLG Property. HSLG (and any other future owner of the HSLG Property) shall also have the right to designate up to 20 Parking Stalls on the HSLG Property for the exclusive use of the occupant of the HSLG Property (the "**HSLG Exclusive Parking Stalls**"), provided that the HSLG Exclusive Parking Stalls shall not be the stalls most convenient or closely located for walking purposes to the Risen Life Property. In no event shall employees, invitees or agents of any Risen Life Grantee be permitted, or directed by a Risen Life Grantee, to park on the HSLG Property when open parking stalls are available on the Risen Life Property, but if an employee, invitee or agent of any Risen Life Grantee properly utilizes a HSLG Parking Stall other than an HSLG Exclusive Parking Stall, they shall be permitted to continue to utilize such stall until they normally vacate such stall.

4. Insurance. Each grantee of an easement hereunder agrees that it will, at all times and at its sole expense, carry and keep in full force and effect, the following insurance: (1) commercial liability insurance with at least a \$1,000,000 Combined Single Limit coverage for Bodily Injury and Property Damage per occurrence. Such insurance policy shall: (i) be written and issued by good and responsible insurance companies licensed to do business in the State of Utah; (ii), name the owner or occupant of the burdened parcel as additional insureds; (iii) shall be written as primary policy coverage, not contributing with or in excess of any coverage which the owner or occupant of the burdened parcel may carry; and (iv) shall include a waiver of subrogation endorsement (or equivalent) in favor of the owner or occupant of the other parcel, and their respective agents, employees, partners, directors and officers. No owner or occupant of a burdened parcel shall be liable to any grantee (and each grantee hereby waives all right of recovery by way of subrogation against the owner of each burdened parcel) from any and all claims for loss or damage covered by the insurance required hereinabove, irrespective of whether such loss or damage results from the owner of the burdened parcel's negligence or that of any of its agents, servants or employees.

5. Personal Injury or Death; No Liability of Owner of Burdened Parcel. To the fullest extent permitted by applicable law, no owner or occupant of any burdened parcel shall be liable to a grantee, or such grantee's employees, agents, invitees, or any other persons for any claims, damages or injuries resulting from any bodily injury or death or loss or damage to property, whether or not due to the acts or omissions of such owner or occupant or any other person or entity utilizing the burdened parcel pursuant to the easements granted herein, occurring in, or about the Cross Easement Areas or Parking Stalls located on such parcel. Each Grantee agrees to and does hereby defend, indemnify and hold the owners and occupants of the burdened parcel harmless from and against any and all actions, claims, costs, damages, expenses, fees, judgments, liabilities or suits arising from or out of, or in connection with, (i) acts or omissions of the grantee, their agents, contractors, employees, invitees or others for whom the Grantee is responsible (collectively, "**Grantee's Agents**"), in, on or about the Parking Stalls or drive aisles on the burdened parcel, (ii) the condition of the Parking Stalls and drive aisles and/or any damage, death or injury to person or property in, on or about the burdened parcel, and/or (iii) any breach of the terms of this Easement by the Grantee's Agents. The foregoing indemnities shall be deemed to survive the expiration or sooner termination of this Easement. Notwithstanding any provision of this Article 4 to the contrary, each grantee shall look solely to the estate of the owner or occupant of the burdened parcel

in and to the burdened parcel in the event of any claim or judgment against the owner of such burdened parcel arising out of or in connection with (i) this Easement, (ii) the relationship of the parties, or (iii) grantee's use of the Parking Stalls or drive aisles on the burdened parcel.

6. Property Damage or Loss; No Liability of Owner of Burdened Parcel. The placement of each motor vehicle by a grantee, or a grantee's agents, contractors, employees, invitees or others for whom the grantee is responsible (collectively the "**Grantee's Invitees**") on a burdened parcel, together with the contents of such motor vehicle, shall be at the sole risk of such grantee, it being understood and agreed that the owner of such burdened parcel shall not be held in anyway responsible to such grantee or Grantee's Invitees for injury, loss or damage to such car or cars, or to any personal property left therein or thereabout, whether by reason of fire, water, theft, collision, vandalism or any other cause whatsoever; nor shall such owner incur any liability on account of inaccessibility or disrepair of the Cross Easement Areas or Parking Stalls due directly or indirectly to inclement weather, accidents or other reasons beyond such owner's control, nor for any property damage or any personal injury whatsoever occurring in, on or about such owner's parcel, including, but not limited to, the Cross Easement Areas, Parking Stalls, and/or other common areas located on such parcel.

(h) Defaults. If any grantee materially violates any of the terms or conditions hereof, then and in any such event, in addition to any and all rights and remedies allowed at law or in equity, such grantee's easement may be revoked by the owner of such burdened parcel in which event the defaulting grantee shall no longer be permitted to utilize the Cross Easement Areas and Parking Stalls located on such burdened parcel. No waiver by the owner of a burdened parcel of any default by a grantee in the performance of any of the covenants, terms or conditions hereof shall constitute or be deemed a waiver of any subsequent or other default. A delay on the part of such owner to exercise or enforce any of its rights, powers or privileges hereunder shall not be deemed a waiver of such right, power or privilege. The rights and remedies of the owner of each burdened parcel under this provision shall be cumulative and in addition to any other rights and remedies given to such owner by law. The exercise by any owner of any right or remedy herein provided shall not impair such owner's rights to exercise any other remedy provided by law.

7. Construction of Improvements by HSLG.

(a) Design of Improvements. The Improvements shall be designed, engineered and constructed sufficient to, when used in conjunction with the existing drive aisles on the properties, provide adequate two-way vehicular and pedestrian traffic and circulation from the Risen Life Property and HSLG Property to and from the Public Thoroughfares, which Cross Easement Area shall be substantially as described and depicted on attached *Exhibit "C"*.

(b) Engineering. The Improvements shall be, designed by a reputable and qualified engineering or design firm. The proposed elevations of the Cross Easement Area shall be designed so as to appropriately accommodate the intended uses located on the Risen Life Property and HSLG Property in a reasonable manner, and shall be constructed and/or located in accordance with any and all applicable governmental, regulatory and administrative laws, rules, ordinances and regulations.

(c) Submission and Approval of Initial Construction Plans. Within sixty (60) days of the date HSLG delivers notice to Risen Life that HSLG has obtained all building permits from the construction of the proposed assisted living facility on the HSLG Property, HSLG shall deliver to Risen Life a preliminary, construction schedule, and the plans and specifications for the Improvements (collectively, the "**Preliminary Construction Plans**") for Risen Life's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Risen Life shall have a period of ten (10) business days from the receipt of the Preliminary Construction Plans to approve or disapprove of the Preliminary Construction Plans. In the event Risen Life does not disapprove of the Preliminary Construction Plans in

writing within such ten (10) business day period, Risen Life shall be deemed to have approved the Preliminary Construction Plans. In the event Risen Life disapproves the Preliminary Construction Plans, such disapproval shall be in writing and shall include a reasonably detailed explanation of the corrections or changes which, if made, would cause Risen Life to approve the Preliminary Construction Plans, as revised. In the event Risen Life disapproves of the Preliminary Construction Plans pursuant to the immediately preceding sentence, HSLG shall use commercially reasonable, good faith efforts to revise the Preliminary Construction Plans to the extent necessary to satisfy Risen Life's objections or concerns and shall resubmit such modified Preliminary Construction Plans to Risen Life to be approved in accordance with the procedure set forth above until approved or deemed approved as provided herein. The approved, or deemed approved, Preliminary Construction Plans shall be referred to herein as the "**Construction Plans**". Within ten (10) business days following Risen Life's approval or deemed approval of the Construction Plans, HSLG shall submit the Construction Plans to the appropriate governmental authority and shall thereafter diligently pursue its approval. Risen Life shall cooperate with HSLG during the approval process and shall provide HSLG with any information required by any governmental authority in connection with the approval. HSLG shall keep Risen Life informed as to its progress and promptly shall notify Risen Life in writing of any changes to the Construction Plans required by any governmental authority. In the event any changes are required by the governmental authority, HSLG shall inform Risen Life of such changes and shall make such changes to the Construction Plans.

(d) Obligation to Construct. Following the approval of the Construction Plans by all applicable governmental authorities, HSLG shall construct the Improvements in a good and workmanlike manner, in accordance with the Construction Plans, subject only to completion of Minor Construction Items and free and clear of any unpaid charges, debts, liabilities, claims, or obligations arising from the construction, of the Improvements, subject to delays as a result of force majeure. For purposes of this Agreement, the term "**Minor Construction Items**" means items described in the Construction Plans, the non-completion or non-correction of which would not prevent issuance of a certificate of occupancy for the HSLG Improvements.

(e) Change Orders. In the event that during the completion of the Improvements, HSLG or HSLG's contractor requires that a change be made to the Construction Plans which would materially modify the Construction Plans, HSLG shall propose such modification (each a "**Change Order**") to Risen Life for Risen Life's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Risen Life shall have a period of five (5) business days from the receipt of such Change Order to approve or disapprove of such Change Order. Risen Life's review and approval or disapproval of such Change Order shall not constitute a representation or warranty by Risen Life that such Change Order, if made, will comply with any applicable laws. In the event Risen Life does not disapprove of such Change Order in writing within such five (5) business day period, Risen Life shall be deemed to have approved of the Change Order. In the event Risen Life disapproves such Change Order, such disapproval shall be in writing and include a reasonably detailed explanation of the corrections or changes which, if made, would cause Risen Life's approval of the Change Order. In the event Risen Life disapproves of a Change Order as required by the immediately preceding sentence, HSLG shall use good faith efforts to revise such Change Order to the extent necessary to alleviate Risen Life's objections and/or concerns and shall resubmit such modified Change Order to Risen Life to be approved in accordance with the procedure set forth above. Risen Life shall not unreasonably delay, condition or withhold their consent to any Change Order which is necessary to cause the Improvements to be constructed in accordance with any applicable laws.

(f) Risen Life Representative. Risen Life shall designate a representative to represent and bind Risen Life with regard to requests for approval of Risen Life to the Preliminary Construction Plans and Change Orders. As of the date hereof, Risen Life designates Glen Appgar as Risen Life's representative for purposes of this Section 1(f). Any delivery of a request for Risen Life's approval of the Preliminary Construction Plans and Change Orders shall be deemed effective if delivered to such

representative. Risen Life may at any time change the identity of such representative by delivering notice to HSLG of the same.

(g) Responsibility for Costs. HSLG shall pay the costs and expenses (excluding any overhead expenses, allocations or internal costs of HSLG) incurred by HSLG, directly or indirectly, in the design, engineering and construction of the Improvements, including any changes. In the event that Risen Life desires, in its sole discretion, to add any additional parking stalls on the Risen Life Property, Risen Life shall be responsible for all costs of paving of such parking stalls.

8. Authority. Each party hereto represents and warrants that it has the right, power, legal capacity, authority, and means to enter into and perform this Agreement and that, to their respective knowledge, the same will not contravene or result in the violation of any agreement, law, rule, or regulation to which any such party may be subject.

9. Failure to Perform; Remedies. In the event that any party fails to perform when due any act or obligation required by this Agreement to be performed by such party, any other party, in addition to and not in lieu of any other remedies available at law or in equity, shall be entitled to file a suit in equity to enjoin the defaulting party from such breach or threatened breach and/or for the specific performance of such party's obligations under this Agreement. In addition, in the event that any party fails to perform its maintenance obligations set forth above, any other party shall be permitted, but not obligated, to perform, or cause to be performed, the same and shall be entitled to recover from the defaulting party all costs and expenses incurred by such party in performing such obligations on such defaulting party's behalf.

10. Limitation on Authority.

(a) HSLG's intent is only to construct the Improvements as contemplated hereunder and HSLG is not to be deemed or construed as the agent or joint-venturer of Risen Life in any respect, all other provisions of this Agreement notwithstanding. HSLG has not and does not hereby assume or agree to assume any liability whatsoever of Risen Life and HSLG does not assume or agree to assume any obligation of Risen Life under any contract, agreement, indenture, or any other document to which Risen Life may be a party or by which Risen Life is or may be bound, or which in any manner affects the Risen Life Property or any part thereof, except as expressly agreed to by HSLG in this Agreement.

(b) Risen Life is not to be deemed or construed as the agent or joint venturer of HSLG in any respect, all other provisions of this Agreement notwithstanding. Risen Life has not and does not hereby assume or agree to assume any liability whatsoever of HSLG and Risen Life does not assume or agree to assume any obligation of HSLG under any contract, agreement, indenture, or any other document to which HSLG may be a party or by which HSLG is or may be bound, or which in any manner affects the HSLG Property or any part thereof, except as expressly agreed to by Risen Life in this Agreement.

11. Notices. All communications, consents, and other notices provided for in this Agreement shall be in writing and shall be effective on the date hand delivered, sent by facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

(a) If to HSLG, to:

Holladay Senior Living Group, LLC  
c/o Abbington Senior Living Corporation  
5200 South Highland Drive, Suite 300  
Holladay, Utah 84117

with a simultaneous copy to:



Woodbury Capital II, LP  
c/o Woodbury Corporation  
2733 East Parleys Way, Suite 300  
Salt Lake City, Utah 84109  
Attention: General Counsel

or to such other address as HSLG may designate to Risen Life, in writing.

(b) If to Risen Life, to:

RISEN LIFE CHURCH  
Attn: Board of Elders  
2780 East 3900 South  
Salt Lake City, Utah 84124

or to such other address as Risen Life may designate to HSLG, in writing.

12. Miscellaneous Provisions.

(a) This Agreement shall be interpreted in accordance with the laws of the State of Utah. The recital paragraphs set forth above are hereby expressly incorporated in and made a part of this Agreement, however, the paragraph headings and titles are not part of this Agreement, having been inserted for reference only, and shall have no effect upon the construction or interpretation hereof.

(b) The waiver by either party hereto of a breach of any term or condition of this Agreement shall not constitute a waiver of any further breach of a term or condition. As concerns all matters of performance agreed hereunder, it is covenanted by the parties that time is strictly of the essence.

(c) This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in such documents, which supersede all prior and contemporaneous agreements, representations and understandings of the parties with respect thereto. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed, in writing, by the party making the waiver.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The recitals stated above and the exhibits attached to this Agreement shall be and hereby are incorporated in and an integral part of this Agreement by this reference.

(e) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and the HSLG Property and the Risen Life Property shall be subject to the easements, covenants, restrictions and charges set forth herein, which shall run with each of the HSLG Property and the Risen Life Property and shall be binding upon all parties having or acquiring any right, title or interest in (i) the HSLG Property, or any part thereof, by, through or under HSLG, or (ii) the Risen Life Property, or any part thereof, by, through or under Risen Life, as the case may be.

(f) In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.

(g) For purposes of this Agreement, "*force majeure*" shall mean any delay caused by acts of nature, strikes, lockouts, other labor troubles, riots, civil commotion, insurrection, war or other reason not the fault of the party delayed (financial inability excepted), or any delay in reaching agreement on the Construction Plans, in which case performance of the action in question shall be excused for the period of delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

(h) In the event of default by either party, or if any action is brought because of any breach of or to enforce or interpret any of the provisions of this Agreement, the defaulting party or the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in the enforcement of or the termination of this Agreement.

(i) It is the intent of Risen Life that the easements, covenants and restrictions set forth and established in this Agreement are intended to benefit and run with the Land, and that none of the easements, covenants and restrictions set forth herein shall be deemed terminated by the doctrine of merger, or any similar doctrine notwithstanding that fee ownership of both the Risen Life Property and the HSLG Property is currently held by Risen Life as of the date of this Agreement.

(j) Concurrently with the execution and delivery of this Agreement, this Agreement shall be recorded against the Land in the official real estate records of Salt Lake County, Utah.

(k) Notwithstanding anything to the contrary contained herein and for all purposes of this Agreement, each of the following parties shall be deemed and considered an "owner" of the HSLG Property during any period in which each such party, respectively, is legally in possession of the HSLG Property and this Agreement may not be revoked, modified or terminated without the express written consent of the following parties during such applicable occupancy periods: (i) HSLG as Tenant (as defined in the Lease), and its successors or assigns thereunder; (ii) any Mortgagee (as defined in the Lease) who hereafter comes into possession of the HSLG Property pursuant to the proper exercise of its remedies pursuant to Article III of the Lease, and its permitted successors and assigns; and (iii) any tenant under any future ground lease for the HSLG Property entered into pursuant to Section 3.6 of the Lease, and its permitted successors and assigns. In addition this Agreement may not be revoked, modified or terminated without the express written consent of Holladay City, to the extent such revocation, modification or termination, would cause any governmental approvals related to the construction of the improvements on the HSLG Property to be invalidated, or would cause such improvements to not comply with such applicable governmental approvals.

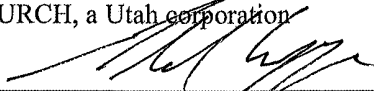
(l) As HSLG occupies the HSLG Property only as a tenant and not as the fee owner of the property, Risen Life agrees to reasonably cooperate with HSLG, and/or its successors and assigns, to promptly grant permits, easements over, across, through and under the Cross Easement Area to any governmental or quasi-governmental authority, to any public or private utility company for the purpose of installing, maintaining or providing utilities and related facilities or roads or for such other purposes as commercially necessary or appropriate, for the use construction, development, maintenance or operation of the HSLG Property, as contemplated in the Lease.


*[signatures and acknowledgments begin on following page]*

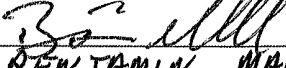
IN WITNESS WHEREOF, HSLG and Risen Life have executed this Agreement to be effective as of the date first written above.

RISEN LIFE:

RISEN LIFE CHURCH, a Utah corporation

By:   
Name: GLEN A. APEAR  
Its: TRUSTEE, CHAIRMAN  
FINANCE TEAM

By:   
Name: JACK BARTON  
Its: TRUSTEE, CHAIRMAN  
CHURCH LEADERSHIP TEAM

By:   
Name: BENJAMIN MARSHALL  
Its: TRUSTEE, CHAIRMAN DEacons

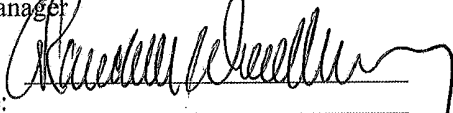
HSLG:

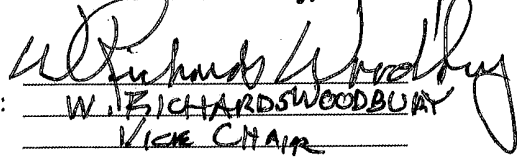
HOLLADAY SENIOR LIVING GROUP, LLC, a Utah limited liability company

By: Woodbury Capital II, LP, a Delaware limited partnership,  
Its Manager

By: Wood Borough, LLC, a Delaware limited liability company  
Its General Partner

By: Woodbury Corporation, a Utah corporation,  
Its Manager

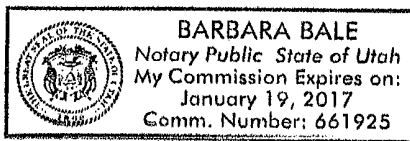
By:   
Name: \_\_\_\_\_  
Its: O. Randal Woodbury, President

By:   
Name: W. RICHARDS WOODBURY  
Its: VICE CHAIR

**ACKNOWLEDGMENTS OF RISEN LIFE  
(Corporate)**

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

On this 27<sup>th</sup> day of Aug., 2015 before me personally appeared Glen A. Appat, to me personally known to be the Trustee of RISEN LIFE CHURCH, a Utah corporation (f.k.a. Holladay Baptist Church), the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.



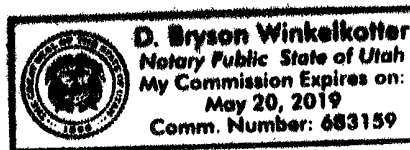
Barbara Bale  
Notary Public

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

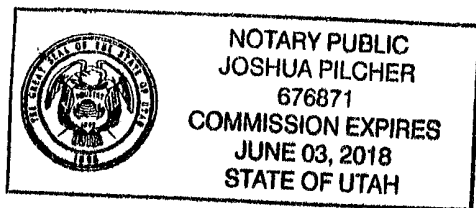
On this 24 day of August, 2015 before me personally appeared Jack Barton, to me personally known to be the Trustee Chairman CLT Team of RISEN LIFE CHURCH, a Utah corporation (f.k.a. Holladay Baptist Church), the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

[Signature]  
Notary Public

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )



On this 21 day of August, 2015 before me personally appeared Benjamin Marshall, to me personally known to be the Trustee Chairman Deacons of RISEN LIFE CHURCH, a Utah corporation (f.k.a. Holladay Baptist Church), the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

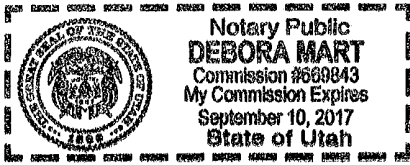


[Signature]  
Notary Public

ACKNOWLEDGMENT OF HSLG  
(CORPORATE)

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On this 4<sup>th</sup> day of Sept., 2015 before me personally appeared O. Randall Woodbury and W. Richards Woodbury to me personally known to be the President and Vice Chair of WOODBURY CORPORATION, a Utah corporation, the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said corporation therein named, which corporation is the Manager of Wood Borough, LLC, a Delaware limited liability company, which limited liability company is the General Partner of Woodbury Capital II, L.P, a Delaware limited partnership, which limited partnership is the Manager of Holladay Senior Living Group, LLC, a Utah limited liability company, a party to the within instrument and acknowledged to me that such corporation executed the within instrument in the capacity stated above pursuant to its by-laws or a resolution of its board of directors.



*[Handwritten Signature]*  
Notary Public

*[Handwritten initials]*

—————  
**EXHIBIT "A"**  
—————

*(Description of Risen Life Property)*

Property located in Salt Lake County, Utah more particularly described as follows:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 3900 SOUTH STREET, SAID POINT BEING NORTH 0°02'52" EAST ALONG THE MONUMENT LINE OF 2700 EAST STREET 1751.95 FEET AND SOUTH 89°54'00" EAST 42.01 FEET AND ALONG SAID RIGHT OF WAY LINE THE FOLLOWING (2) COURSES: 1) SOUTH 89°54'00" EAST 228.87 FEET, 2) SOUTH 88°46'00" EAST 31.11 FEET FROM THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT BASE & MERIDIAN, AND RUNNING THENCE SOUTH 88°46'00" EAST ALONG SAID RIGHT OF WAY LINE 339.35 FEET TO A POINT ON THE WESTERLY LINE OF HILLSIDE PARK AMENDED SUBDIVISION PLAT, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE SOUTH ALONG SAID WESTERLY LINE 430.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 3960 SOUTH STREET; THENCE WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE 50.00 FEET TO A POINT ON THE EASTERLY LINE OF HILLSIDE PARK NO. 3 SUBDIVISION PLAT, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID HILLSIDE PARK NO. 3 THE FOLLOWING (3) COURSES: 1) NORTH 100.00 FEET, 2) WEST 164.50 FEET, 3) SOUTH 4.22 FEET TO A POINT ON THE NORTHERLY LINE OF SUSAN JANE SUBDIVISON, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE WEST ALONG SAID NORTHERLY LINE 126.09 FEET; THENCE NORTH 0°13'15" EAST 341.53 FEET TO THE POINT OF BEGINNING.

Contains 118,950 sq. ft. or 2.731 acres

**Tax Id. Number: 16-35-307-019**



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**EXHIBIT "B"**

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***(Description of HSLG Property)***

Property located in Salt Lake County, Utah more particularly described as follows:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 3900 SOUTH STREET, SAID POINT BEING NORTH 0°02'52" EAST ALONG THE MONUMENT LINE OF 2700 EAST STREET 1751.95 FEET AND SOUTH 89°54'00" EAST 42.01 FEET FROM THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT BASE & MERIDIAN, AND RUNNING THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING (2) COURSES: 1) SOUTH 89°54'00" EAST 228.87 FEET, 2) SOUTH 88°46'00" EAST 31.11 FEET; THENCE SOUTH 0°13'15" WEST 341.53 FEET TO A POINT ON THE NORTHERLY LINE OF SUSAN JANE SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE WEST ALONG SAID NORTHERLY LINE 267.96 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID 2700 EAST STREET; THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE THE FOLLOWING (2) COURSES: 1) NORTH 0°02'52" EAST 333.05 FEET, 2) NORTH 43°22'53" EAST 13.13 FEET TO THE POINT OF BEGINNING.

Contains 91,867 sq. ft. or 2.109 acres

**Tax Id Number: 16-35-307-018**



EXHIBIT "C"

