

When Recorded, Mail To:  
CW Copper Rim 1, LLC  
Attn: Legal Department  
1222 W. Legacy Crossing Blvd., Ste. 6  
Centerville, UT 84014

14010528 B: 11369 P: 8236 Total Pages: 21  
09/02/2022 12:33 PM By: ggasca Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Tax Parcel No(s): 20-26-457-004

20-26-457-005

File No. 143182-CAF

*(Space Above for Recorder's Use Only)*

### **RECIPROCAL ACCESS AND UTILITY EASEMENT AGREEMENT**

THIS RECIPROCAL ACCESS AND UTILITY EASEMENT AGREEMENT (this "**Agreement**") is made and entered into on this the 31 day of August, 2022 (the "**Effective Date**"), by and between CW COPPER RIM 1, LLC, a Utah limited liability company ("**CW**"), WEST BENCH, LLC, a Utah limited liability company ("**West Bench**"), and YELLOWSTONE LEGACY, LLC, a Utah limited liability company ("**Yellowstone**" and together with West Bench and CW, "**CW Jensen**"), and FR EXTEX, LLC, a Texas limited liability company ("**Furniture Row**"). CW Jensen and Furniture Row are at times referred to herein individually as "**Party**" and collectively as "**Parties**".

### **RECITALS**

A. CW Jensen is the owner of those certain parcels of real property located in West Jordan City, Salt Lake County, Utah, as more particularly described on Exhibit A (the "**CW Jensen Property**"). Furniture Row is the owner of that certain parcel of real property located in West Jordan City, Salt Lake County, Utah, as more particularly described on Exhibit B (the "**Furniture Row Property**").

B. Furniture Row desires a non-exclusive access and utility easement (the "**Access and Utility Easement**") on, over, across, under and through a certain portion of the CW Jensen Property, more particularly described on Exhibit C, attached hereto and incorporated herein by this reference, and as depicted on Exhibit F, attached hereto and incorporated herein by this reference (the "**Access and Utility Easement Area**"), for the purposes more fully set forth in this Agreement.

C. Furniture Row also desires a non-exclusive access and utility easement (the "**Secondary Access Easement**" and, together with the Access and Utility Easement, the "**Easements**") on, over, across, under and through a certain portion of the CW Jensen Property, more particularly described on Exhibit D, attached hereto and incorporated herein by this reference, and as depicted on Exhibit F (the "**Secondary Access Easement Area**" and, together with the Access and Utility Easement Area, the "**Easement Area**"), for the purposes more fully set forth in this Agreement.

D. Additionally, CW Jensen desires a non-exclusive access and utility easement (the "**FR Access Road Easement**") on, over, across, under and through a certain portion of the

Furniture Row Property, more particularly described on Exhibit E, attached hereto and incorporated herein by this reference, and as depicted on Exhibit F (the “**FR Access Easement Area**”), for the purposes more fully set forth in this Agreement.

E. The Parties wish to grant temporary construction easements (the “**Temporary Construction Easement**”) on, over, across, under and through a reasonable portion of each of (i) the CW Jensen Property and (ii) the Furniture Row Property (the “**Temporary Construction Easement Area**”), as more fully described in Section 6 below, for the purposes more fully set forth in this Agreement.

F. The Access and Utility Easement Area, Secondary Access Easement Area the FR Access Easement Area and the Temporary Construction Easement Area are depicted on Exhibit F attached hereto and incorporated herein by this reference.

G. CW Jensen is willing to convey the Easements to Furniture Row, Furniture Row is willing to convey the FR Access Road Easement to CW Jensen, and the Parties are each willing to convey the Temporary Construction Easement to each other, all subject to and in conformance with the terms and conditions set forth in this Agreement.

H. Notwithstanding any formatting or other differences to the signature pages below, the Parties expressly acknowledge and intend to be legally bound by the terms and conditions contained herein.

## TERMS AND CONDITIONS

1. **Grant of Primary Access Easement.** West Bench and Yellowstone do hereby convey unto Furniture Row and CW, without warranty, except as set forth herein, for the benefit of Furniture Row and its respective tenants, suppliers, customers, patrons, employees, licensees, agents, and contractors (the “**Furniture Row Parties**”), and CW and its respective tenants, suppliers, customers, patrons, employees, licensees, agents, and contractors (the “**CW Parties**”), a non-exclusive perpetual access easement and right-of-way on, over, across, under and through the Access and Utility Easement Area for the purposes of vehicular and pedestrian ingress and egress to and from Copper Rim Drive (the “**Access Road**”).

2. **Grant of Utility Easement.** West Bench and Yellowstone do hereby convey unto Furniture Row and CW, without warranty, except as set forth herein, for the benefit of Furniture Row, CW, the Furniture Row Parties, and the CW Parties, a non-exclusive perpetual utility easement and right-of-way on, over, across, under and through the Access and Utility Easement Area and the Secondary Access Easement Area for connection, operation and use of utility lines and related infrastructure necessary and approved by West Jordan City to service the Furniture Row Property and other adjacent properties (the “**Utility Infrastructure**”).

3. **Grant of Secondary Access Easement.** West Bench and Yellowstone do hereby convey unto Furniture Row and CW, without warranty, except as set forth herein, for the benefit of Furniture Row, CW, the Furniture Row Parties, and the CW Parties, a non-exclusive perpetual access easement and right-of-way on, over, across, under and through the Secondary Access

Easement Area for the purposes of additional vehicular and pedestrian ingress and egress to and from Copper Rim Drive (the “**Secondary Access Road**”).

4. **Grant of FR Access Road Easement.** Furniture Row does hereby convey unto CW Jensen, without warranty, except as set forth herein, for the benefit of CW Jensen and its tenants, suppliers, customers, patrons, employees, licensees, agents, and contractors (the “**CW Jensen Parties**”), a non-exclusive perpetual access easement and right-of-way on, over, across, under and through the FR Access Easement Area for the purposes of vehicular and pedestrian ingress and egress to and from Copper Rim Drive (the “**FR Access Road**”).

5. **Grant of Additional Utility Easement.** Furniture Row does hereby convey unto CW Jensen, without warranty, except as set forth herein, for the benefit of CW Jensen and the CW Jensen Parties, a non-exclusive perpetual utility easement and right-of-way on, over, across, under and through the FR Access Easement Area for connection, operation and use of utility lines and related infrastructure necessary and approved by West Jordan City to service the CW Jensen Property (the “**Additional Utility Infrastructure**”).

6. **Grant of Temporary Construction Easement.** Each of the Parties do hereby convey unto each of the other Parties, without warranty, except as set forth herein, for the benefit of each of CW, Furniture Row, West Bench, Yellowstone, the Furniture Row Parties, and the CW Parties, a temporary non-exclusive easement on, over, across, under and through the Temporary Construction Easement Area for the purposes of constructing the Access Road, Utility Infrastructure, Additional Utility Infrastructure, Secondary Access Road, and FR Access Road. The Temporary Construction Easement is granted to do all things reasonably necessary to construct and install the Access Road, Utility Infrastructure, Additional Utility Infrastructure, Secondary Access Road, and FR Access Road including, but not limited to, the transport, stockpiling and storage of construction materials, soil, equipment and vehicles; provided, however that the use of the Temporary Construction Easement shall not unreasonably interfere with the granting Party’s use of its property. The Temporary Construction Easement shall terminate upon the completion of the Access Road, Utility Infrastructure, Additional Utility Infrastructure, Secondary Access Road, and FR Access Road.

7. **Access Road and Secondary Access Road; Construction, Cost, Maintenance and Relocation.** CW shall be responsible for the (i) initial installation and improvement of the Access Road, the Secondary Access Road and the FR Access Road, and (ii) construction of the Utility Infrastructure and Additional Utility Infrastructure, including, without limitation, stubbing the Utility Infrastructure and Additional Utility Infrastructure as depicted on Exhibit G (the “**Scope of Work**”) pursuant to a schedule established in CW’s agreement with a third-party contractor governing completion of the Scope of Work (the “**Construction Agreement**”). For the avoidance of doubt, (a) the Secondary Access Road will be improved to the minimum standard required by West Jordan City for a secondary point of ingress and egress; (b) the Secondary Access Road will include the silt fence built to the specifications of West Jordan City; and (c) the Scope of Work will include the retention pond required by West Jordan City for drainage from the Secondary Access Road and the Access Road to be located on the CW Jensen Property and which shall be constructed to the specifications of West Jordan City. Following finalization or relocation of the Secondary Access Easement Area, the same will be further improved to comply with any

additional West Jordan City standards and requirements for a permanent road at no additional cost to Furniture Row.

7.1. **Timely Completion of Scope of Work.** Following execution of this Agreement, CW will cause its selected contractor to commence and diligently pursue construction and completion of the Scope of Work so that it is completed in accordance schedule attached to the Construction Agreement (the "**Construction Schedule**"), subject to force majeure delays, and in compliance with all required standards in accordance with all applicable laws. If the Scope of Work is not timely completed in accordance with the Construction Schedule, subject to force majeure, then Furniture Row shall have the right to notify CW of the delay and following such notice, CW shall have thirty (30) days to correct or, if the deficiency is unable to be corrected within thirty (30) days, begin to correct any deficiencies identified in the notice. If CW fails to timely correct or, if the deficiency is unable to be corrected within thirty (30) days and CW fails to begin to correct any identified deficiencies, then Furniture Row shall have the right to complete the Scope of Work on CW's behalf using the funds escrowed pursuant to Section 7.3 below and, within thirty (30) days after Furniture Row's written demand therefor, CW shall reimburse Furniture Row for the costs of completing the Scope of Work to the extent the escrowed funds are insufficient.

7.2. **Construction Agreement.** No later than fifteen (15) days prior to the Effective Date, CW has provided the Construction Agreement to Furniture Row for its review and approval, not to be unreasonably withheld, conditioned or delayed. Furniture Row has reviewed the Construction Agreement to confirm that the (i) Scope of Work shall meet the needs of Furniture Row's facility; and (ii) cost of the Scope of Work is not excessive in Furniture Row's reasonable discretion.

7.3. **Escrow.** Prior to the execution of this Agreement, CW and Furniture Row have agreed upon a reasonable cost, based on the Construction Agreement, to complete the Scope of Work (the "**Construction Cost**"). CW shall place one hundred and twenty-five percent (125%) of the Construction Cost in escrow with Cottonwood Title Insurance Agency, Inc., Attention: Cort Ashton, 1996 East 6400 South, Suite 120, Salt Lake City, UT 84121 (the "**Escrow Holder**") no later than the Effective Date. CW, Furniture Row and the Escrow Holder have entered, or will enter, into a separate escrow agreement to establish the mechanism for periodically releasing the escrow as completion of the Scope of Work occurs.

7.4. **Reimbursement by Furniture Row.** Upon completion of the Scope of Work:

7.4.1. Furniture Row shall reimburse CW for one-third (1/3) of the Construction Cost for the Access Road, the Utility Infrastructure and the Additional Utility Infrastructure (as depicted on Exhibit F).

7.4.2. Furniture Row shall reimburse CW for one hundred percent (100%) of the Construction Cost for the FR Access Road (as depicted on Exhibit F).

7.4.3. For purposes of clarity, Furniture Row shall not be responsible for any of the costs associated with the Secondary Access Road (as depicted on Exhibit F) (including the silt fence) or the retention pond referenced above to be built on the CW Jensen land.

7.5. **Maintenance**. After the Scope of Work has been completed:

7.5.1. CW Jensen shall be responsible for the maintenance, upkeep, general repair, and replacement of the Easement Area and Additional Utility Infrastructure without cost to Furniture Row; provided, however, Furniture Row shall be responsible for any damage to the Easement Area and Additional Utility Infrastructure directly or indirectly caused by Furniture Row or the Furniture Row Parties other than ordinary wear and tear.

7.5.2. Furniture Row shall be responsible for the maintenance, upkeep, general repair, and replacement of the FR Access Road without cost to CW Jensen; provided, however, CW Jensen shall be responsible for any damage to the FR Access Road directly or indirectly caused by CW Jensen or the CW Jensen Parties other than ordinary wear and tear.

7.5.3. At the request of CW Jensen or the Copper Rim Commercial Park Association, Inc. or any successor commercial owners' association (the "**Owners' Association**"), the Parties shall assign their respective maintenance, upkeep, general repair, and replacement obligations for the Easement Area, Additional Utility Infrastructure and the FR Access Road to the Owners' Association. As part of the assumption of these obligations by the Owners' Association, the Owners' Association shall agree to bill the Parties as follows:

- (i) CW Jensen for the total maintenance, upkeep, general repair, and replacement costs of the Access Road, Utility Infrastructure, Secondary Access Road, and the Additional Utility Infrastructure; and
- (ii) Furniture Row for the total maintenance, upkeep, general repair, and replacement costs of the FR Access Road only.

Notwithstanding the foregoing, Furniture Row shall not be responsible for any costs arising from the expansion of the commercial development owned by CW Jensen including, without limitation, the cost to repair or replace any damage to any portion of the FR Access Road directly or indirectly caused by CW Jensen, the CW Jensen Parties, or any future owners of the CW Jensen Property.

7.6. **Relocation of Secondary Access Road**. CW Jensen may relocate, at CW Jensen's cost, the Secondary Access Road and the Secondary Access Easement Area in its sole discretion so long as the relocation does not (i) adversely affect Furniture Row, Furniture Row's Property or the operation of the facilities constructed thereon; or (ii) violate any Applicable Laws

(as defined in Section 11 below). The Parties shall document the relocation of the Secondary Access Road or the Secondary Access Easement Area in an amendment to this Agreement, the form of which shall be approved by the Parties in their reasonable discretion.

8. **Landscaping Adjacent to 7800 South Street**. As part of the approval of the site plan for the Furniture Row Property, West Jordan City requires landscaping of a narrow strip of land approximately 423.52' wide that aligns with the property boundaries of the Furniture Row Property located between 7800 South Street and Parcel A (which is owned by CW Jensen) as identified on the plat for the Furniture Row Property, and as depicted on Exhibit H hereto (the "7800 South Landscape Area"). Furniture Row shall install the initial landscaping and irrigation on the 7800 South Landscape Area and shall thereafter irrigate and maintain such landscaping at its sole cost and expense. CW Jensen hereby grants an easement to Furniture Row on, over, across, and under Parcel A to landscape, irrigate, and maintain the 7800 South Landscape Area in accordance with the requirements of West Jordan City. The Parties anticipate that in the future 7800 South Street may be expanded into Parcel A and that West Jordan City may require the 7800 South Landscape Area to be relocated into Parcel A and adjacent to the Furniture Row Property. If and when the 7800 South Landscape Area is relocated to be adjacent to the Furniture Row Property, then (x) CW Jensen, at its sole cost and expense, shall landscape and install irrigation for the relocated 7800 South Landscape Area to the standards of West Jordan City, and (y) thereafter Furniture Row, at its sole cost and expense, shall irrigate and maintain the relocated 7800 South Landscape Area to the standards of West Jordan City.

9. **Reservations**.

9.1. **By CW Jensen**. Notwithstanding anything to the contrary stated herein, CW Jensen hereby reserves the right to use the Easement Area for any use not inconsistent with Furniture Row's permitted use of the Easement Area. Furniture Row hereby understands and agrees that these Easements are granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by CW Jensen to use the Easement Area and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of the easement rights granted herein.

9.2. **By Furniture Row**. Notwithstanding anything to the contrary stated herein, Furniture Row hereby reserves the right to use the FR Access Easement Area for any use not inconsistent with CW Jensen's permitted use of the FR Access Easement Area. CW Jensen hereby understands and agrees that this FR Access Road Easement is granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by Furniture Row to use the FR Access Easement Area and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of the easement rights granted herein.

10. **Restoration**. Unless and until the Owners' Association assumes the obligations contained in this Agreement as set forth in Section 7.5.3, each Party shall promptly repair any damage other than ordinary wear and tear to the Easement Area or the FR Access Road, as applicable, and non-public improvements located thereon (including, without limitation, any and all non-public Utility Infrastructure, non-public Additional Utility Infrastructure, landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, signs,

lighting, buildings, etc.) caused directly or indirectly by such Party or the Furniture Row Parties or CW Jensen Parties, as applicable, and shall restore the other Party's Easement Area or the FR Access Road, as applicable, and the improvements thereon to the same condition in which they existed prior to any such damage other than ordinary wear and tear to the Easement Area caused by such Party or the Furniture Row Parties or CW Jensen Parties, as applicable.

11. **Compliance with Laws.** While complying with this Agreement, CW Jensen and Furniture Row will comply with all applicable present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws ("**Applicable Laws**").

12. **Indemnification by Furniture Row.** Furniture Row hereby agrees to indemnify, save, defend (with counsel reasonably acceptable to CW Jensen) and hold harmless CW Jensen, and any entity controlling, controlled by, or under control with CW Jensen ("**CW Jensen's Affiliates**"), and its and CW Jensen's Affiliates' officers, directors, employees, managers, members, agents and servants from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage that may be incurred by CW Jensen or CW Jensen's Affiliates as a result of any liabilities, damages, judgments, costs, expenses, penalties, and/or injuries to persons or property caused by or directly arising out of (i) any work performed on the Easement Area by Furniture Row or the Furniture Row Parties, if any, or (ii) failure to maintain any portion of the FR Access Easement Area except to the extent caused directly or indirectly by CW Jensen or CW Jensen's Affiliates.

13. **Indemnification by CW Jensen.** CW Jensen hereby agrees to indemnify, save, defend (with counsel reasonably acceptable to Furniture Row) and hold harmless Furniture Row, and any entity controlling, controlled by, or under control with Furniture Row ("**Furniture Row's Affiliates**"), and its and Furniture Row's Affiliates' officers, directors, employees, managers, members, agents and servants from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage that may be incurred by Furniture Row or Furniture Row's Affiliates as a result of any liabilities, damages, judgments, costs, expenses, penalties, and/or injuries to persons or property caused by or directly arising out of (i) any errors or failures in the construction of the Access Road, Secondary Access Road, FR Access Road, Utility Infrastructure, or the Additional Utility Infrastructure; (ii) failure to maintain any portion of the Easement Area; or (iii) any work performed on the FR Access Easement Area by CW Jensen or the CW Jensen Parties, if any, except to the extent caused directly or indirectly by Furniture Row or Furniture Row's Affiliates.

14. **Remedies and Self-Help.**

14.1. If any Party defaults in the performance of its obligations hereunder and the default is not cured within ten (10) days following delivery of written notice to such defaulting Party, then the non-defaulting Party shall have the right to (i) perform such obligation on behalf of the defaulting Party, in which event such defaulting Party shall reimburse such non-defaulting

Party for all amounts expended by the non-defaulting Party on behalf of the defaulting Party, together with interest thereon at the lesser of twelve percent (12%) per annum or the maximum amount permitted by law from the date the amounts are expended until the date repaid; and/or (ii) exercise any other rights or remedies available to the non-defaulting Party either at law or inequity.

14.2. **Liens.** Any reimbursements owed and unpaid by the defaulting Party, plus any interest as set forth in Section 14.1 above, shall constitute a lien against the defaulting Party's property. Such lien shall attach and take effect only upon recordation of a claim of lien in the Office of the Recorder for Salt Lake County, Utah by the non-defaulting Party.

15. **Termination.** This Agreement shall automatically terminate and be of no further force nor effect upon recordation, in the office of the Salt Lake County Recorder, of future phases within the Copper Rim Development which dedicate all of the Easement Area and the FR Access Easement Area to West Jordan City and acceptance of the same by West Jordan City. If a portion of either of the Easement Area or the FR Access Easement Area is dedicated to West Jordan City and accepted by West Jordan City, then this Agreement shall terminate as to that dedicated portion only.

16. **Representations.**

16.1. **Of CW Jensen.** CW Jensen represents and warrants to Furniture Row that CW Jensen has the necessary authority and title to the CW Jensen Property to grant the Easements to Furniture Row, and that no consent is needed (that has not already been obtained) from any tenant, subtenant, or mortgagee holding any interest in the CW Jensen Property, to grant the Easements to Furniture Row, and in order for the Easements to bind the CW Jensen Property (notwithstanding any such tenant's, subtenant's, or mortgagee's interest in the CW Jensen Property). CW Jensen shall warrant and defend Furniture Row from any third party's claim that CW Jensen does not have such authority or title.

16.2. **Of Furniture Row.** Furniture Row represents and warrants to CW Jensen that Furniture Row has the necessary authority and title to the Furniture Row Property to grant the FR Access Road Easement to CW Jensen, and that no consent is needed (that has not already been obtained) from any tenant, subtenant, or mortgagee holding any interest in the Furniture Row Property, to grant the FR Access Road Easement to CW Jensen, and in order for the FR Access Road Easement to bind the Furniture Row Property (notwithstanding any such tenant's, subtenant's, or mortgagee's interest in the Furniture Row Property). Furniture Row shall warrant and defend CW Jensen from any third party's claim that Furniture Row does not have such authority or title.

17. **Miscellaneous.**

17.1. **Binding Effect.** Except as expressly stated herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as their respective successors and assigns.

17.2. **Partial Invalidity.** If any term, covenant, or condition of this Agreement or the application of it to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to the



Parties or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenants or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

17.3. **Captions**. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

17.4. **Relationship of the Parties**. Nothing contained herein shall be construed to make the Parties hereto partners or joint venturers, or render any of such Parties liable for the debts or obligations of the other Party hereto.

17.5. **Amendment**. This Agreement may be canceled, changed, modified, or amended in whole or in part only by the written and recorded agreement of the Parties or their successor and assigns (as determined by the provisions herein).

17.6. **Counterparts**. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

17.7. **Attorney Fees**. In the event any legal action or proceeding for the enforcement of any right or obligation herein contained is commenced, the prevailing Party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

17.8. **Dedication**. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the CW Jensen Property or the Furniture Row Property to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Agreement shall be strictly limited to and for the purposes herein expressed. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not specifically benefitted by the terms and provisions hereof. CW Jensen shall have the right to perform any act, or do anything, from time to time that CW Jensen may deem necessary or desirable to assure that no public gift deduction (or deemed gift dedication) occurs.

17.9. **Successors and Assigns**. This Agreement shall bind, apply to and inure to the benefit of (as the case may require) the successors and assigns of CW Jensen and Furniture Row. The covenants and agreements contained in this Agreement shall run with the land under applicable law.

17.10. **Further Assurances**. The Parties each agree to execute, acknowledge, deliver and do all such further acts, instruments and assurances, and to take all such further action before or after the Effective Date as shall be reasonably necessary or desirable to fully carry out this Agreement.

[SIGNATURES AND ACKNOWLEDGEMENTS TO FOLLOW]



IN WITNESS WHEREOF, Yellowstone has executed this Agreement as of the 29 day of July, 2022.

**YELLOWSTONE**

YELLOWSTONE LEGACY, LLC,  
a Utah limited liability company

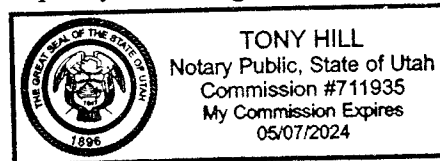
By: Richard H. Jensen  
Name: Richard H. Jensen  
Title: Manager

STATE OF UTAH )  
 ) :SS  
COUNTY OF DAVIS )

On this 29 day of July, 2022, before me personally appeared Richard H. Jensen whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the Manager of YELLOWSTONE LEGACY, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of said limited liability company in his capacity as Manager.

WITNESS my hand and official seal.

Tony Hill  
Notary Public for the State of Utah




(seal)

My Commission Ends: 5/7/24

IN WITNESS WHEREOF, CW has executed this Agreement as of the 31 day of August, 2022.

CW

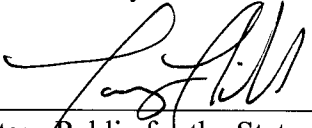
CW COPPER RIM 1, LLC,  
a Utah limited liability company

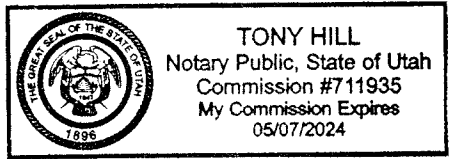
By:   
Name: Colin Wright  
Title: Manager

STATE OF UTAH )  
 ) :SS  
COUNTY OF DAVIS )

On this 31 day of August, 2022, before me personally appeared Colin Wright whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the Manager of CW COPPER RIM 1, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of said limited liability company in his capacity as Manager.

WITNESS my hand and official seal.

  
Notary Public for the State of Utah



(seal)

My Commission Ends: 5/7/24

IN WITNESS WHEREOF, Furniture Row has executed this Agreement as of the 31<sup>st</sup> day of August, 2022.

**FURNITURE ROW**

**FR EXTEX, LLC,**  
a Texas limited liability company

By: RTT Financial, Inc., a Texas corporation  
Its: Sole Member

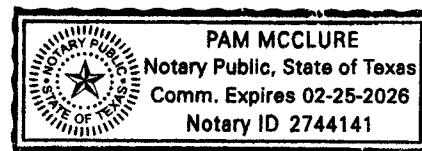
By: *Helen Wooten*  
Name: Helen Wooten  
Title: Vice President

STATE OF Texas )  
 ) :SS  
COUNTY OF Dallas )

On the 31<sup>st</sup> day of August, 2022, personally appeared before me Helen Wooten, who by me being duly sworn, did say that she is the Vice President of RTT Financial, Inc., a Texas corporation, the sole member of FR Extex, LLC, a Texas limited liability company, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

WITNESS my hand and official seal.

*Pam McClure*  
Notary Public for the State of Texas



(seal)

My Commission Ends: 02/25/2026

**EXHIBIT A**

(Legal Description of the CW Jensen Property)

BEG N 00°35'38" W 1166.47 FT & S 89°24'22" W 84.21 FT FR S 1/4 COR SEC 26, T2S, R2W, SLM; S 0°02'01" W 197.95 FT M OR L; S 39°17'13" W 218.39 FT; S 49°17'50" E 75.46 FT; SE'LY ALG 1108 FT RADIUS CURVE TO R, 561.17 FT (CHD S 34°51'21" E); S 20°15'48" E 224.19 FT; N 89°44'12" E 154.95 FT; S 88°20'54" E 231.29 FT; N 89°29'53" E 188.19 FT; NE'LY ALG 33FT RADIUS CURVE TO R, 17.23 FT (CHD N 14°24'08" E); N 29°21'28" E 16.46 FT; NE'LY ALG 25 FT RADIUS CURVE TO L, 13.09 FT (CHD N 14°21'28" E); N 0°38'32" W 548.68 FT; N 0°38'28" W 55.92 FT; N 7°03'24" W 28.72 FT; NW'LY ALG 958.22FT RADIUS CURVE TO L, 283.56 FT (CHD N 13°46'35" W); NW'LY ALG 92 FT RADIUS CURVE TO L, 11.88 FT (CHD N 30°31'55" W); NW'LY ALG 398.69 FT RADIUS CURVE TO L, 21.92 FT (CHD N 35°53'56" W); NW'LY ALG 31.50 FT RADIUS CURVE TO L, 13.36 FT(CHD N 49°39'32" W); NW'LY ALG 62.50 FT RADIUS CURVE TO L, 44.67 FT (CHD N 82°17'24" W); S 77°31'45" W 35.59 FT; N 12°28'15" W 50 FT; NE'LY ALG 87.50 FT RADIUS CURVE TO L, 34.94 FT (CHD N 66°05'43" E); N 54°39'27" E 21.01 FT; NE'LY ALG 37.50 FT RADIUS CURVE TO L, 20.26 FT (CHD N 39°10'36" E); NW'LY ALG 1915.18 FT RADIUS CURVE TO L, 72.51 FT (CHD N 36°39'22" W); NW'LY ALG 1908.69 FT RADIUS CURVE TO L, 257.76FT (CHD N 41°36'54" W); N 45°06'20" W 240.71 FT; NW'LY ALG 965 FT RADIUS CURVE TO L, 37.76 FT M OR L (CHD N 46°01' W); S 39°25'08" W 564.42 FT TO BEG.

**EXHIBIT B**

(Legal Description of the Furniture Row Property)

**A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MOUNTAIN VIEW CORRIDOR HIGHWAY, SAID POINT BEING NORTH 89°58'35" EAST 217.02 FEET ALONG THE SECTION LINE AND NORTH 0°01'25" WEST 84.35 FEET, AND NORTH 20°15'47" WEST 16.12 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE EAST RIGHT OF WAY LINE OF SAID MOUNTAIN VIEW CORRIDOR HIGHWAY THE FOLLOWING TWO (2) COURSES: (1) NORTH 20°15'47" WEST 208.21 FEET TO A POINT OF CURVATURE ON A 1,108.00 FOOT RADIUS CURVE TO THE LEFT; (2) NORTHERLY 155.58 FEET ALONG THE ARC OF SAID CURVE, CHORD BEARS NORTH 24°17'06" WEST 155.45 FEET; THENCE NORTH 41°22'36" EAST 306.77 FEET; THENCE SOUTH 48°17'26" EAST 366.85 FEET TO A POINT OF CURVATURE ON A 142.00 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY 91.57 FEET ALONG THE ARC OF SAID CURVE, CHORD BEARS SOUTH 66°45'54" EAST 89.99 FEET; THENCE SOUTH 0°02'45" EAST 287.48 FEET; THENCE SOUTH 89°58'48" WEST 423.52 FEET TO THE POINT OF BEGINNING

CONTAINS 214,066 SQUARE FEET, OR 4.914 ACRES

## EXHIBIT C

(Legal Description of the Access and Utility Easement Area)

A STRIP OF LAND FOR INGRESS-EGRESS AND UTILITIES SITUATE IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°58'35" EAST 278.41 FEET ALONG THE SOUTH SECTION LINE AND NORTH 0°01'25" WEST 666.66 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 26; AND RUNNING THENCE NORTH 41°22'36" EAST 25.00 FEET; THENCE SOUTH 48°17'26" EAST 360.99 FEET TO A POINT ON A 117.00 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 85.24 FEET (HAVING A CHORD OF SOUTH 69°09'43" EAST 83.37 FEET); THENCE NORTH 89°58'00" EAST 149.58 FEET TO A POINT ON A 13.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 20.56 FEET (HAVING A CHORD OF NORTH 44°39'38" EAST 18.48 FEET) TO THE WEST RIGHT OF WAY LINE OF COPPER RIM DRIVE; THENCE SOUTH 0°38'43" EAST 105.99 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON A 22.08 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 89°21'17" WEST, THENCE WESTERLY ALONG THE ARC OF SAID CURVE 34.44 FEET (HAVING A CHORD OF NORTH 45°20'22" WEST 31.06 FEET); THENCE SOUTH 89°58'00" WEST 94.19 FEET; THENCE SOUTH 73°13'13" WEST 8.66 FEET; THENCE SOUTH 79°28'27" WEST 11.01 FEET; THENCE NORTH 89°26'28" WEST 47.47 FEET; THENCE NORTH 70°35'58" WEST 9.95 FEET; THENCE NORTH 64°16'22" WEST 11.97 FEET TO A POINT ON A 106.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 16°43'17" EAST, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 46.23 FEET (HAVING A CHORD OF NORTH 60°47'05" WEST 45.86 FEET); THENCE NORTH 48°17'26" WEST 408.74 FEET; THENCE NORTH 41°22'36" EAST 31.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 39,320 SQUARE FEET OR 0.903 ACRE



**EXHIBIT D**

(Legal Description of the Secondary Access Easement Area)

A STRIP OF LAND FOR TEMPORARY EMERGENCY INGRESS-EGRESS SITUATE IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°58'35" EAST 336.41 FEET ALONG THE SOUTH SECTION LINE AND NORTH 0°01'25" WEST 648.42 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 26; AND RUNNING THENCE NORTH 48°17'26" WEST 24.00 FEET TO A POINT ON A 26.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 25°40'15" WEST, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 10.29 FEET (HAVING A CHORD OF NORTH 52°59'31" EAST 10.22 FEET); THENCE NORTH 41°39'16" EAST 35.70 FEET TO A POINT ON A 160.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 135.01 FEET (HAVING A CHORD OF NORTH 65°49'38" EAST 131.04 FEET); THENCE EAST 286.82 FEET; THENCE NORTH 80°33'17" EAST 41.57 FEET TO THE WEST RIGHT OF WAY LINE OF COPPER RIM DRIVE; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES; (1) SOUTHERLY 2.85 FEET ALONG A 958.22 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THE CENTER OF WHICH BEARS SOUTH 84°31'39" WEST (HAVING A CHORD OF SOUTH 5°23'14" EAST 2.85 FEET); THENCE (2) SOUTH 7°03'35" EAST 28.72 FEET; THENCE (3) SOUTH 0°38'39" EAST 2.32 FEET; THENCE NORTH 81°19'45" WEST 45.35 FEET; THENCE WEST 286.82 FEET TO A POINT ON A 140.00 FOOT RADIUS CURVE TO THE LEFT, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 118.13 FEET (HAVING A CHORD OF SOUTH 65°49'38" WEST 114.66 FEET); THENCE SOUTH 41°39'16" WEST 35.77 FEET TO A POINT ON A 26.00 FOOT RADIUS CURVE TO THE LEFT, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 10.24 FEET (HAVING A CHORD OF SOUTH 30°22'19" WEST 10.17 FEET); TO THE POINT OF BEGINNING.

CONTAINS: 10,350 SQUARE FEET OR 0.238 ACRES

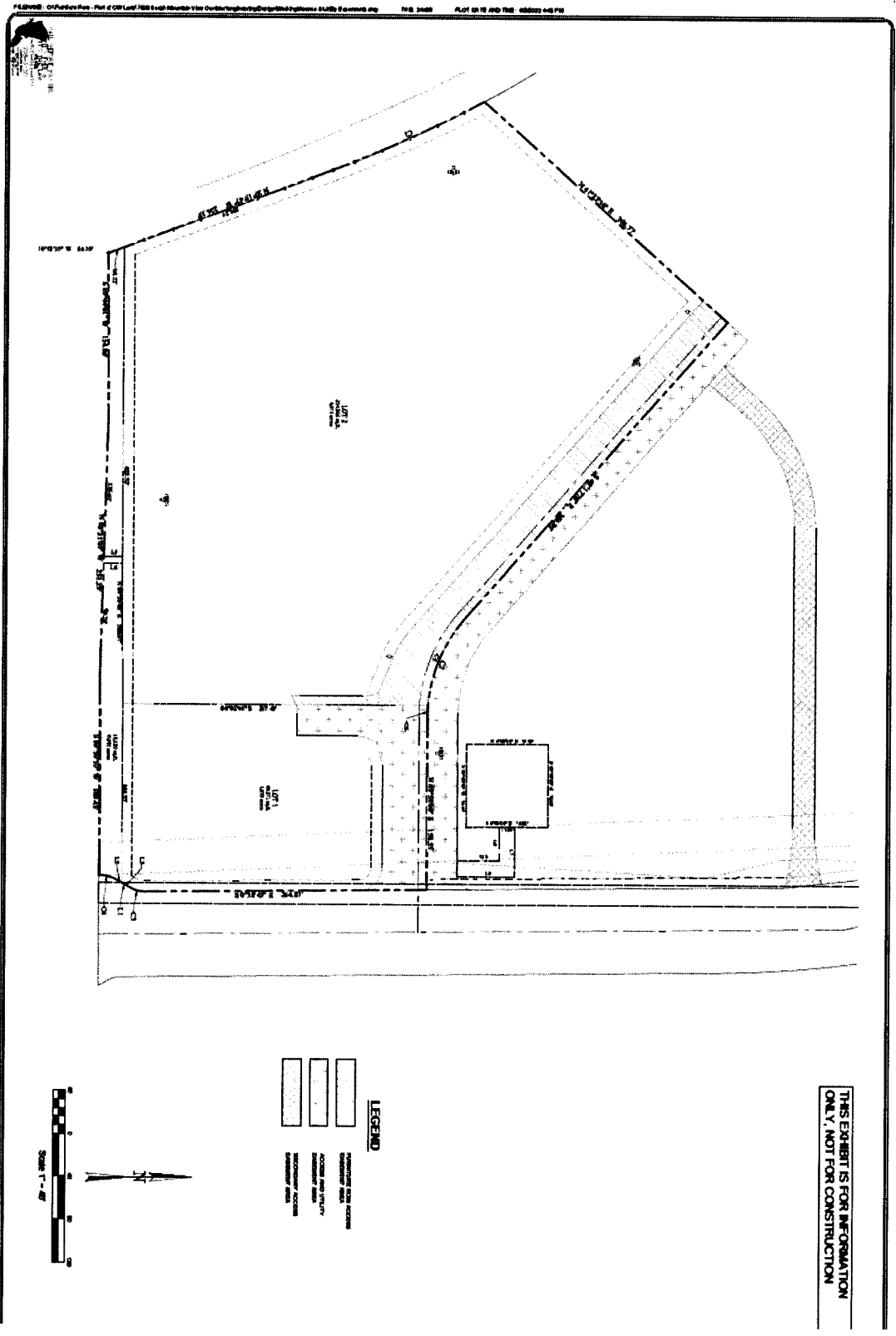
**EXHIBIT E**

(Legal Description of the FR Access Easement Area)

A STRIP OF LAND FOR INGRESS-EGRESS AND UTILITIES SITUATE IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°58'35" EAST 626.89 FEET ALONG THE SOUTH SECTION LINE, AND NORTH 0°01'25" WEST 258.52 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 26; AND RUNNING THENCE NORTH 0°02'48" WEST 66.16 FEET TO A POINT ON A 36.10 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 89°29'25" WEST, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 16.32 FEET (HAVING A CHORD OF NORTH 13°27'37" WEST 16.18 FEET); THENCE SOUTH 89°26'28" EAST 47.47 FEET TO A POINT ON A 30.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 49°29'30" EAST, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 21.23 FEET (HAVING A CHORD OF SOUTH 20°13'53" WEST 20.79 FEET); THENCE SOUTH 0°02'48" EAST 56.67 FEET; THENCE WEST 20.19 FEET TO A POINT ON A 28.00 FOOT RADIUS CURVE TO THE LEFT, THENCE WESTERLY ALONG THE ARC OF SAID CURVE 17.42 FEET (HAVING A CHORD OF SOUTH 72°08'03" WEST 17.14 FEET) TO THE POINT OF BEGINNING.

CONTAINS: 2,882 SQUARE FEET OR 0.066 ACRE

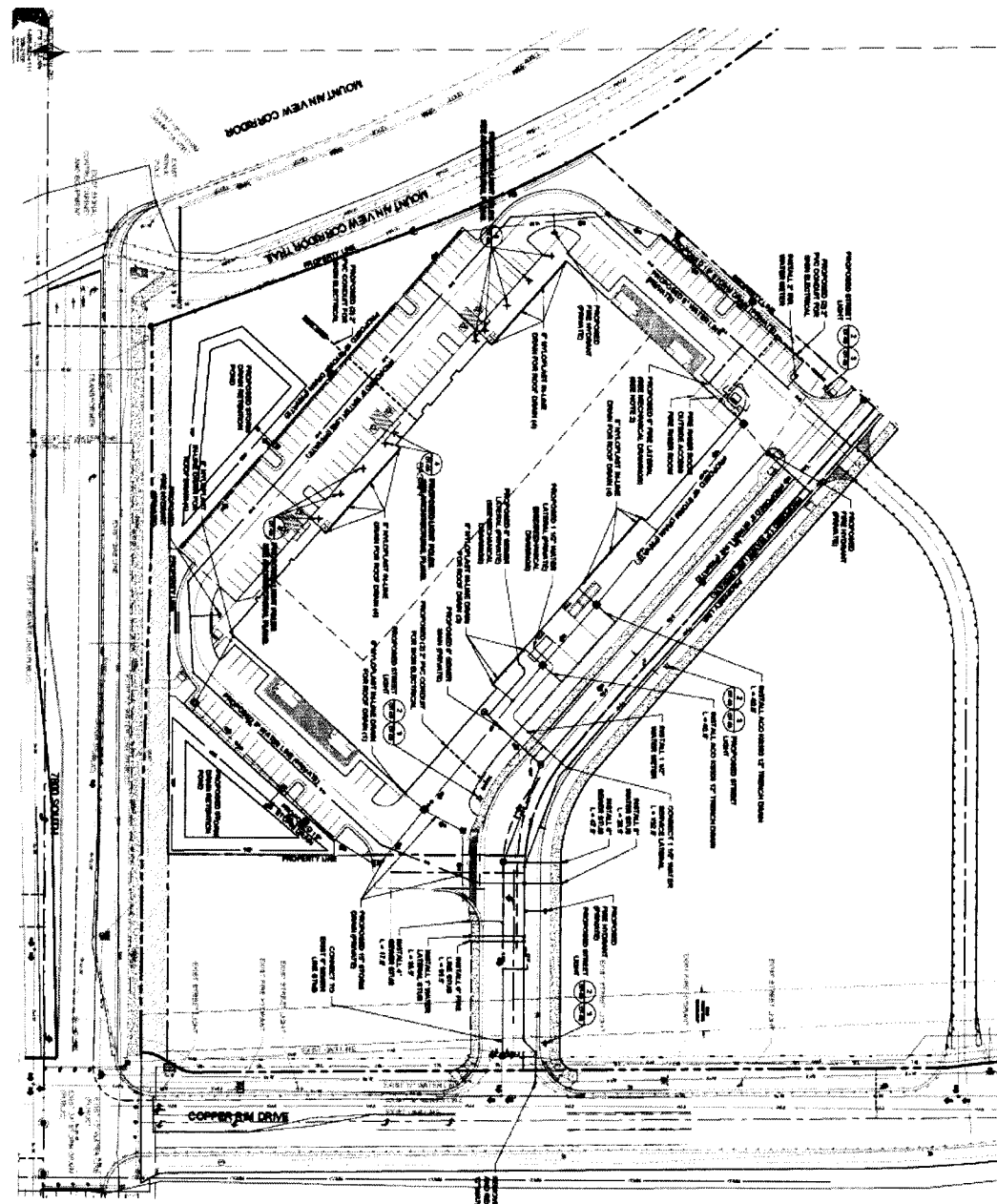


(Depiction of Access and Utility Easement Area,  
Secondary Access Easement Area and FR Access Easement Area)

**EXHIBIT F**

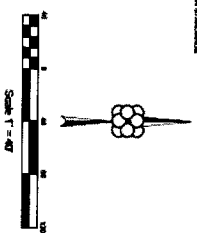
**EXHIBIT G**

(Depiction of Utility Infrastructure and Additional Utility Infrastructure Stub Locations)



**NOTES:**

1. ALL UTILITIES SHOWN ARE BASED ON THE MOST RECENT RECORD DRAWINGS AND FIELD SURVEY DATA.
2. THE LOCATION AND DEPTH OF UTILITIES ARE SUBJECT TO CHANGE BASED ON FIELD SURVEY DATA.
3. THE LOCATION AND DEPTH OF UTILITIES ARE SUBJECT TO CHANGE BASED ON FIELD SURVEY DATA.
4. THE LOCATION AND DEPTH OF UTILITIES ARE SUBJECT TO CHANGE BASED ON FIELD SURVEY DATA.



	REVISIONS NO.    DATE    BY    DESCRIPTION	DRAWN BY: <b>AWB</b> CHECKED BY: <b>AWB</b> DATE:	CLIENT: FURNITURE ROW DATE: UTILITY PLAN 0100 PROJECT: WEST JORDAN COMMERCIAL	<p>Ward Engineering Group                  Planning Engineering                  251 West 420 South, Salt Lake City, Utah 84119                  PH: 801.487.8200</p>	FURNITURE ROW COPPER RIM 102 COMMERCIAL WEST JORDAN, UTAH UTILITY PLAN
	UT-01	PROJECT NO.	SHEET NO.		

# EXHIBIT H

(Depiction of 7800 South Landscape Area)

