

When Recorded Return To:  
Grove Ventures II, LLC  
Attn: Spencer Wright  
1178 Legacy Crossing Blvd., Suite 100  
Centerville, UT 84014  
01459-13082

40-457-0006 and 40-457-0001

STORM WATER MAINTENANCE AGREEMENT

THIS STORM WATER MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 8<sup>th</sup> day of January, 2016, by and between GROVE VENTURES II, LLC, a Utah limited liability company ("GVII"), and D3 PLEASANT GROVE, LLC, a Delaware limited liability company ("D3").

RECITALS

WHEREAS, pursuant to those certain Covenants, Conditions and Restrictions Grove Commons, recorded in the office of the Utah County Recorder as entry number 74074:2013 (the "CC&Rs") and the Grove Commons Subdivision Plat A recorded in the office of the Utah County Recorder as entry number 72369:2013 (the "Plat"); GVII is responsible to maintain the regional detention pond located in the southeast corner of Lot 3, as described on the Plat (the "Detention Pond") until the development of Lots 1 and 6 are complete as described on the Plat; and

WHEREAS, D3 has acquired from GVII, Lot 6, as more fully described on Exhibit A attached hereto and by this reference made a part hereof ("Lot 6"), and intends to commence development of Lot 6; and

WHEREAS, GVII owns Lot 1, as more fully described on Exhibit B attached hereto and by this reference made a part hereof ("Lot 1"); and

WHEREAS, in connection with the transfer and development of Lot 6, GVII and D3 desire to enter into this agreement to set forth their understandings and agreements with regard to the use and maintenance of the Detention Pond and certain other matters; and

WHEREAS, the parties intend that this Agreement shall run with the land and establish the respective rights and liabilities of the parties and their assigns and transferees with regard to the Detention Pond and the other matters set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereby agree as follows:

1. Definitions. Unless otherwise specifically stated herein, each reference in this Agreement to "GVII" shall include the successors and assigns of GVII and the Owners of all or

any portion of Lot 1 and each reference in this Agreement to "D3" shall include the successors and assigns of D3 and the Owners of all or any portion of Lot 6. The term "Owner" as used in this Agreement shall refer to the owner of fee title to all or any portion of Lot 6 and/or Lot 1, as applicable; provided, however, in the event fee title is held by a person or entity for security purposes only, the Owner of such property shall be the person or entity then entitled to the economic benefits of ownership of such property. For example, in the case of property subject to a deed of trust, the "Owner" shall be the trustor designated in the deed of trust or, if the property has subsequently been conveyed, the then holder of the interest in the subject property previously held by the trustor. Lot 6 and/or Lot 1 may hereinafter sometimes be individually referred to as a "Parcel."

2. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into this Agreement as a part of the agreement between D3 and GVII set forth herein and may be used in the interpretation of this Agreement.

3. Maintenance of Detention Pond. The Owner of Lot 1 shall be responsible for keeping in good condition and repair the Detention Pond, including maintaining all underground pipes, storm water infrastructure, vegetation and landscaping located within the boundaries of the Detention Pond. The Owner(s) of Lot 1 and Lot 6 agree to share on a pro-rata basis (as determined by the total acreage of each Parcel) the costs of maintaining the Detention Pond. The Owner(s) of Lot 1 shall perform, or cause its contractors to perform, the maintenance work contemplated by this subsection and the Owner(s) of Lot 6 shall reimburse the Owner(s) of Lot 1 its/their portion of the costs of such maintenance work within thirty (30) days of the submission of receipts showing the payment of such maintenance work. Such obligation to reimburse the Owner performing such work shall be a joint and several liability of all of the fee Owners of Lot 1. If the Owner(s) of Lot 1 fails to so maintain the Detention Pond, and such failure continues for a period of fifteen (15) days following such receipt of written notice of such failure, then any Owner of all or a portion of any Parcel may perform the necessary repair and maintenance work, and have the right, upon submission of proof of payment and appropriate lien waivers, to be reimbursed by the Owner(s) of Lot 1 for the costs of such repair, maintenance or other applicable work. Such obligation to reimburse the Owner performing such work shall be a joint and several liability of all of the Owners of Lot 1. Each Owner shall be responsible for the maintenance and repair of any storm water improvements on their respective Parcels without contribution or reimbursement from any other Owner.

4. Insurance. Each Owner shall carry such insurance as it deems appropriate with respect to its Parcel and the effect of this Agreement.

5. Liabilities and Obligations. Except as hereinafter specifically provided, the obligations and liabilities of GVII, D3 and any successor Owner hereunder shall apply only to obligations and liabilities which arise while such entity is an Owner and each of such entities shall be released from any further future obligations or liabilities arising with respect to any portion of Lot 1 or Lot 6, as applicable, after any transfer by it of such portion of Lot 1 or Lot 6, as applicable.

6. Interest. Any amounts which become owing under this Agreement to any party or Owner which are not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid.

7. Notices. All notices or other communications made pursuant hereto shall be in writing and shall be deemed properly delivered, given or served when (a) personally delivered against receipted copy; (b) mailed by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by recognized overnight express delivery service; to the parties at the following addresses:

GVII: Grove Ventures II, LLC  
 1178 Legacy Crossing Blvd., Suite 100  
 Centerville, Utah 84014  
 Attn: Spencer Wright

D3: D3 Pleasant Grove, LLC  
 3841 Green Hills Village Drive, Suite 400  
 Nashville, TN 37215  
 Attn: E.H. Camp, III

With a copy to: Murphy USA Real Estate LKE #12, LP  
 422 N. Washington Street  
 El Dorado, AR 71730  
 Attn.: Real Estate Department

All notices so mailed shall be deemed received seventy-two (72) hours after deposit in the United States mail, and notices sent by overnight express delivery service shall be deemed received on the next business day. Either party may change its address, and addresses for additional Owners may be added, for the purposes of this Section by giving five (5) days prior written notice of such change to all other Owners in the manner provided in this Section.

8. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

9. Applicable Law. This Agreement shall be construed and interpreted under, and governed and enforced according to, the laws of the State of Utah.

10. Attorneys' Fees. In the event of any action or proceeding to compel compliance with, or for a breach of, the terms and provisions of this Agreement, the prevailing party shall be entitled to recover from the losing party all costs and expenses of such action or proceeding, including but not limited to, the reasonable attorneys' fees of the prevailing party.

11. Waiver. The waiver of, or failure to enforce, any breach of or violation of any of the foregoing obligations or easements shall not be deemed to be a waiver of the right to enforce, or be deemed an abandonment of, the particular obligation violated or any of the obligations; nor shall it be deemed to be a waiver of the right to enforce any subsequent breach or violation of

this Agreement or any of the provisions hereinabove set forth. The foregoing shall apply regardless of whether or not any party has knowledge of the breach of the violation.

12. Severability. The invalidation of any one of the provisions of this Agreement by judgment, order, or decree of a court of competent jurisdiction shall not affect any of the other restrictions, easements, covenants or any part hereof, and the same shall remain in full force and effect.

13. Binding Effect; Covenants Running with the Land. Subject to the limitations set forth in Section 5 above, the provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. In addition, the covenants set forth in this Agreement shall be covenants running with the land and each of the Parcels.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement and may be amended only by recording, in the office of the Recorder of Utah County, Utah, an instrument in writing reciting such amendment, bearing the acknowledged signatures of all Owners.

15. Term. The foregoing restrictions, covenants, liens, easements and rights of way shall be perpetual and may only be terminated upon recording, in the office of the Recorder of Utah County, Utah an instrument in writing reciting such termination, bearing the acknowledged signatures of all Owners.

[SIGNATURES TO FOLLOW]

SIGNATURE PAGE FOR D3

D3:

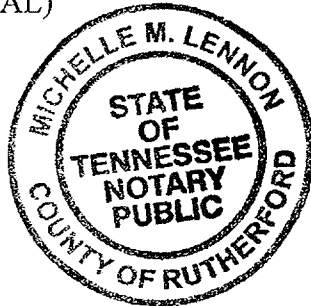
D3 PLEASANT GROVE, LLC, a Delaware limited liability company

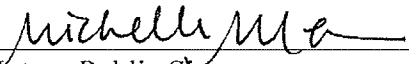
By:   
Tim Dearman, Director

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January, 2016, by Tim Dearman, as Director of D3 Pleasant Grove, LLC, a Delaware limited liability company. He is personally known to me or has produced sufficient identification.

(NOTARY SEAL)



  
Notary Public Signature

My commission expires: January 24, 2017

[SIGNATURES CONTINUED ON NEXT PAGE]

SIGNATURE PAGE FOR GVII

GVII:

GROVE VENTURES II, LLC, a Utah limited liability

By: [Signature]

Name: SPENCER A. WRIGHT

Title: MANAGER

STATE OF Utah  
COUNTY OF Davis

The foregoing instrument was acknowledged before me this 6 day of January, 2016, by Spencer A. Wright, as Manager of Grove Ventures II, LLC. He/she is personally known to me or produced sufficient identification.

(NOTARY SEAL)

[Signature]  
Notary Public Signature

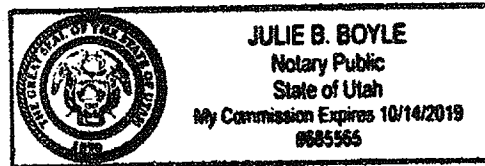


EXHIBIT "A"

Legal Description of Lot 6

PARCEL 1:

Lot 6, GROVE COMMONS SUBDIVISION PLAT A, according to the Official Plat thereof as recorded July 30, 2013, as Entry No. 72369:2013, in the Office of the Utah County Recorder, State of Utah.

PARCEL 1A:

Nonexclusive Easements for roadways, walkways, ingress and egress, accruing to the benefit of Parcel 1, as provided in that certain Easements with Covenants and Restrictions recorded July 31, 2013, as Entry No. 72974:2013, of Official Records.

EXHIBIT "B"

Legal Description of Lot 1

Lot 1, GROVE COMMONS SUBDIVISION PLAT A, according to the Official Plat thereof as recorded in the Office of the Utah County Recorder, State of Utah.

Tax I.D. Number 40-457-0001