

When Recorded Return To:
WDG Spanish Fork, LLC
Attn: Spencer Wright
1178 Legacy Crossing Blvd., Suite 100
Centerville, UT 84014

38-512-0002
01459-31352

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made and entered into this 7th day of May, 2018, by and between WDG Spanish Fork, LLC, a Utah limited liability company ("WDG"), and Canyon Gate, LLC, a Utah limited liability company ("Premier").

RECITALS:

WHEREAS, WDG is the owner of the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "WDG Parcel"); and

WHEREAS, Premier is the owner of the real property described on Exhibit B attached hereto and by this reference made a part hereof (the "Premier Parcel"), which Premier Parcel is located adjacent to the WDG Parcel; and

WHEREAS, the Premier Parcel and the WDG Parcel are shown on Exhibit C attached hereto and by this reference made a part hereof (the "Site Plan"); and

WHEREAS, it is contemplated that the WDG Parcel and the Premier Parcel will be developed as a congruent retail and office project and related improvements; and

WHEREAS, the parties hereto wish to establish in this Agreement access easements and covenants regarding the area depicted as access and drive aisle on the Site Plan; and

WHEREAS, the parties intend that this Agreement run with the land and establish the respective rights and liabilities of the parties and their assigns and transferees with regard to the Access Easement 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 "WDG" shall include the successors and assigns of WDG and the Owners of all or any part of the WDG Parcel and each reference in this Agreement to "Premier" shall include the successors and assigns of Premier and the Owners of all or any portion of the Premier Parcel. The term "Owner" as used in this Agreement shall refer to the owner of fee title to all or any portion of the Premier Parcel and/or the WDG Parcel, 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. The Premier Parcel and/or the WDG Parcel 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 Premier and WDG set forth herein and may be used in the interpretation of this Agreement.

3. Planned Development.

(a) The Site Plan depicts the way WDG and Premier believe at this time the WDG Parcel and the Premier Parcel will be developed.

(b) Premier shall construct, locate and maintain, at Premier's sole cost and expense: (i) the drive aisles within the areas depicted on the Plat and Site Plan and both WDG and Premier shall have access to such access points depicted on the Site Plan; and (ii) any utilities in the utility easement areas demonstrated on the Site Plan and Plat and may not locate such facilities outside of those areas without the prior written consent of WDG, which consent shall not be unreasonably withheld so long as any modification will not materially and adversely affect the WDG Parcel and its intended use.

(c) If Premier has not constructed the drive aisles, utilities and other site improvements within twelve (12) months of the date of the recording of this Agreement, WDG may construct the foregoing and Premier shall reimburse WDG for the same within thirty (30) days of receipt of invoices from WDG.

4. Grant of Easements. Each of WDG and Premier hereby grants to the other and their respective agents, customers, invitees, licensees, tenants and employees, a temporary nonexclusive access easement and right-of-way for purposes of ingress and egress by vehicular and pedestrian traffic upon over, through, under and across the drive aisles, as more particularly depicted on Exhibit C and the Plat. The forgoing shall include the right, but not the obligation, of construction, reconstruction, operation, maintenance and repair of an access road for the benefit of the WDG Parcel and Premier Parcel.

(a) No Interference. No Owner of the Parcels burdened with the Access Easement or any other person, shall erect any barriers or improvements which would interfere with reasonable access by the Owners of the Premier Parcel and the WDG Parcel and their permitted users as described above to the Access Easement Area.

(d) Limited Construction Obligations. Nothing in this Agreement shall obligate WDG to build or locate any of the access easement improvements or other site improvements, it being the intent of the parties that Premier shall construct the access points or any access improvements of any type on the WDG Parcel and Premier Parcel.

5. Further Subdivision. In the event the Premier Parcel is further subdivided, Premier shall be responsible for allocating its responsibilities for construction, maintenance and repair as provided herein among subsequent Owners of its Parcel in such manner as Premier, deems appropriate, but such allocation shall not affect the rights of the Owner(s) of the WDG Parcel and therefore, as to such other Owner(s), the obligations under this Agreement shall continue to run with all of the Premier Parcel.

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

7. Indemnification. Each Owner of a Parcel shall indemnify, defend and hold harmless the other Owner(s) burdened by an easement identified herein and their affiliates, members, managers, agents, tenants, and representatives (“Permittees”) for, from and against all claims, damages, expenses (including, without limitation, reasonable attorneys’ fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property resulting from the negligent or willful act or omission of the indemnifying Owner or its Permittees, arising out of the performance of any of the obligations set forth in this Agreement, the indemnifying Owner’s or its Permittees’ use of the Access Easement Area, except to the extent such claims are due solely to the gross negligence or willful act or omission of another Owner or its Permittees.

8. Liabilities and Obligations. Except as hereinafter specifically provided, the obligations and liabilities of WDG, Premier 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 the Premier Parcel or the WDG Parcel, as applicable, after any transfer by it of such portion of the Premier Parcel or the WDG Parcel, as applicable.

9. 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.

10. 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:

WDG: WDG Spanish Fork, LLC
1178 Legacy Crossing Blvd., Suite 100
Centerville, Utah 84014
Attn: Spencer Wright

Premier: Canyon Gate, LLC
5284 S. Commerce Drive, Suite C274
Murray, Utah 84107
Attn: Sandy McCleve

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.

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

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

13. 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.

14. 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.

15. 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 part hereof, and the same shall remain in full force and effect.

16. Binding Effect; Covenants Running with the Land. Subject to the limitations set forth in Section 10 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.

17. 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.

18. Term. The foregoing covenants, easements and rights of way are intended to be temporary pending recording of the Plat properly dedicating the access aisles and/or recording permanent access easements on the Parcels and will be terminated upon recording, in the office of the Recorder of Utah County, Utah an instrument in writing, either: (i) reciting such termination, bearing the acknowledged signatures of all Owners; or (ii) a Plat signed by all Owners.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

WDG SPANISH FORK, LLC,
a Utah limited liability company

By: Millcreek Partners, LLC
Its: Manager

By: Teton Land Company, LLC
Its: Manager

By: *Spencer H. Wright*
Name: Spencer H. Wright
Its: Manager

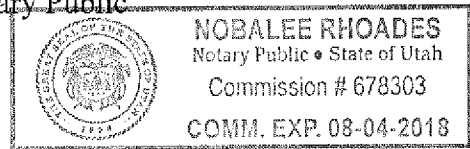
STATE OF Utah)
) ss.
County of Davis)

This instrument was acknowledged before me on the 7 day of May, 2018, by Spencer H. Wright, Manager of Teton Land Company, LLC the Manager of Millcreek Partners, LLC the Manager of WDG Spanish Fork, LLC.

NOBALEE RHOADES

Notary Public

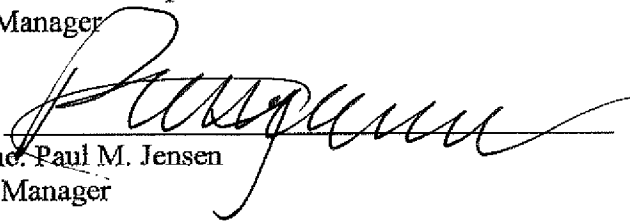
My Commission Expires: 8-4-18



[SIGNATURES CONTINUED ON NEXT PAGE]

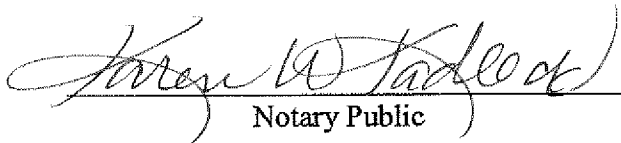
CANYON GATE LLC,
a Utah limited liability company

By: Primera Group LLC
Its: Manager

By: 
Name: Paul M. Jensen
Its: Manager

STATE OF Utah)
) ss.
County of Utah)

This instrument was acknowledged before me on the 7th day of May, 2018,
by Paul M. Jensen, the Manager of Primera Group LLC, the Manager of CANYON GATE LLC,
a Utah limited liability company.


Notary Public

My Commission Expires:
7-2-20

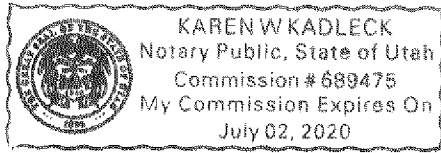


EXHIBIT "A"

Legal Description of WDG Parcel

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID TRACT BEING A PART OF LOT 2 OF EAST BENCH COMMERCIAL SUBDIVISION, RECORDED DECEMBER 6, 2016 AS ENTRY NO. 122351:2016 AT THE OFFICE OF THE UTAH COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT 2, SAID POINT BEING 203.42 FEET SOUTH 00°24'38" EAST ALONG THE SECTION LINE AND EAST 522.06 FEET AND 402.55 FEET SOUTH 55°07'00" EAST ALONG THE NORTHERLY LINE OF SAID LOT 2 FROM THE NORTHWEST CORNER OF SAID SECTION 28, AND RUNNING THENCE SOUTH 55°07'00" EAST 136.42 FEET ALONG THE NORTHERLY LINE TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE EASTERLY LINE OF SAID LOT 2 THE FOLLOWING THREE (3) COURSES: 1) SOUTH 35°04'26" WEST 127.74 FEET; 2) SOUTH 17°04'11" WEST 38.34 FEET; 3) SOUTH 13°40'49" EAST 138.41 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 79°04'15" WEST 392.61 FEET ALONG THE SOUTHERLY LINE TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00°24'38" WEST 154.58 FEET ALONG THE WESTERLY LINE OF SAID LOT 2; THENCE NORTH 89°34'28" EAST 48.72 FEET; THENCE NORTH 76°19'11" EAST 108.37 FEET; THENCE NORTH 34°53'00" EAST 301.79 FEET TO THE POINT OF BEGINNING.

CONTAINS 87,064 SQ FT OR 1.999 ACRES, MORE OR LESS

EXHIBIT "B"

Legal Description of Premier Parcel

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID TRACT BEING A PART OF LOT 2 OF EAST BENCH COMMERCIAL SUBDIVISION, RECORDED DECEMBER 6, 2016 AS ENTRY NO. 122351:2016 AT THE OFFICE OF THE UTAH COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, SAID POINT BEING 203.42 FEET SOUTH 00°24'38" EAST ALONG THE SECTION LINE AND EAST 522.06 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 28, AND RUNNING THENCE SOUTH 55°07'00" EAST 402.55 FEET ALONG THE NORTHERLY LINE OF SAID LOT 2; THENCE SOUTH 34°53'00" WEST 301.79 FEET; THENCE SOUTH 76°19'11" WEST 108.37 FEET; THENCE SOUTH 89°34'28" WEST 48.72 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 2; THENCE NORTH 00°24'38" WEST 503.79 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

CONTAINS 100,188 SQ FT OR 2.300 ACRES, MORE OR LESS

EXHIBIT "C"

Site Plan

