

WHEN RECORDED RETURN TO:
Boyer Heber, L.C.
c/o The Boyer Company, L.C.
101 South 200 East
Salt Lake City, UT 84111

Parcel Nos: 00-0020-9063, 00-0020-8261, and 00-0020-8262

**FIRST AMENDMENT TO CROSS ACCESS EASEMENT AGREEMENT
[Lot 3 Valley Station 2 and Lots 11 and 12 Valley Station - Amended]**

THIS FIRST AMENDMENT TO CROSS ACCESS AGREEMENT (“Amendment”) is made as of the 12th day of November, 2020, by Boyer Heber City, L.C., a Utah limited liability company (“Boyer Heber”), Heber Gateway Office 1, L.C., a Utah limited liability company (“Heber Gateway” and together with Boyer Heber, collectively, “Boyer”), and Valley Station Holdings, LLC, a Utah limited liability company (“Buyer”).

A. On December 14, 2009, Boyer and Boyer Heber Land, L.C. entered into that certain Cross Access Agreement recorded on December 14, 2009, as Entry No. 355119 in the Wasatch County Recorder’s Office (the “Original Easement”). The Original Easement granted certain rights and responsibilities to the owners of Lot 3 of Valley Station 2 Subdivision and Lot 12 of Valley Station Subdivision.

B. Lot 12 of the Valley Station Subdivision was subsequently subdivided to create Lots 11 and 12 of the Valley Station – Amended Subdivision according to the official plat thereof recorded on February 18, 2015, as Entry No. 409158 in the Wasatch County Recorder’s Office, Utah.

C. Boyer is the owner of Lots 11 and 12 of Valley Station - Amended Subdivision (“Lot 11” and “Lot 12” respectively).

D. Boyer is the owner of Lot 3 of Valley Station 2 Subdivision according to the official plat thereof recorded on December 14, 2009, as Entry No. 355116 in the Wasatch County Recorder’s Office, Utah (“Lot 3”). The legal description for Lot 3 and Lots 11 and 12 are attached as Exhibit “A”.

E. The Original Easement was granted in part to give legal access to Lot 3 for vehicular traffic, which does not currently have any other physical access for vehicular traffic. Lot 12 and Lot 3 are currently separated by a parcel of land identified as the “Heber City / Wasatch County Flood Control Channel” on the Valley Station 2 and Valley Station – Amended plats. There is currently no physical access through Lot 12 and across the flood control channel to Lot 3.

F. Boyer intends to transfer ownership of Lot 12 to Buyer and to enter into this Amendment as part of the consideration for Buyer to purchase Lot 12. Buyer desires assurances that it will have enough parking spaces for its intended use of Lot 12.

G. Boyer and Buyer desire to amend the Original Easement according to the terms of this Amendment.

NOW THEREFORE, in consideration of the following encumbrances and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Easement Areas. The Easement Areas shall not be adjusted as described in Section 1(d) [sic](it being acknowledge that such section should be number as Section 1(f) of the Original Easement except with the consent of the respective owners of the Lots that are affected by such adjustment of the Easement Areas, which consent will not be unreasonably withheld, conditioned or delayed. Any amendment of the Easement Areas shall only become effective by a written amendment that is executed by all parties concerned and recorded in the Wasatch County Recorder's Office.

2. Parking Easement. In the event that the owner of Lot 3 desires to adjust the Easement Area or to otherwise install improvements for vehicular and pedestrian access over Lot 12 for the benefit of Lot 3, the owner of Lot 12 will consent to such adjustment provided if such vehicular and pedestrian access reduces the number of parking stalls on Lot 12, and the owner of Lot 3 agrees to provide a perpetual, exclusive easement for the use of an equal number of parking stalls to the owner of Lot 12 on Lot 3 or on another parcel of land that is adjacent to Lot 12 ("Replacement Spaces") and the proposed adjustment does not otherwise materially affect the use of Lot 12. The Replacement Spaces shall comply with all city ordinances and other governmental requirements, including any requirements for the size and location of such spaces.

3. Initial Construction of Access. The owner of Lot 3 shall be solely responsible for any and all costs of the initial construction and installation of improvements which are required to establish access to Lot 3. The owner of Lot 3 shall be solely responsible for repairing and replacing any damage to the existing improvements on Lot 12 caused by such installation.

4. Maintenance. If the owner of Lot 3 installs improvements outside of Lot 12 which are required to establish access to Lot 3, the Owner of Lot 3 is solely responsible for maintenance of such improvements.

5. Amendment. To the extent that the terms of this Amendment conflict with the terms of the Original Easement, the terms of this Amendment shall control. All other terms in the Original Easement shall remain in full force and effect.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which, when taken together, shall constitute the original.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth above.

BOYER HEBER CITY, L.C.,
a Utah limited liability company

By: THE BOYER COMPANY, L.C.
Its: Manager

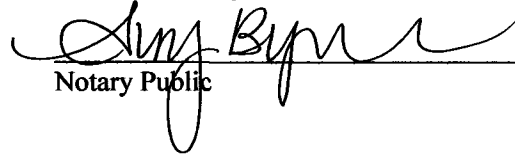


By: Brian W. Gochnour
Its: Manager

STATE OF UTAH)

County of SALT LAKE)

On this 11 day of November, 2020, personally appeared before me Brian W. Gochnour, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, in his capacity as a manager of The BOYER COMPANY, L.C., the manager of BOYER HEBER CITY, L.C. and acknowledged that (s)he executed the same. Witness my hand and official seal.


Notary Public

HEBER GATEWAY OFFICE 1, L.C.
a Utah limited liability company,

By: THE BOYER COMPANY, L.C.
Its: Manager

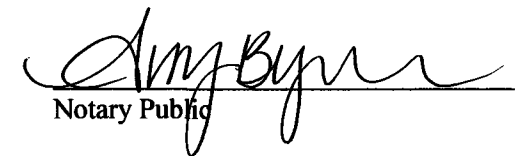
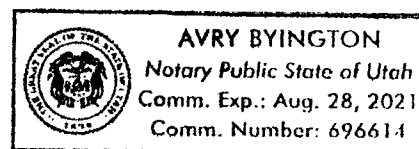
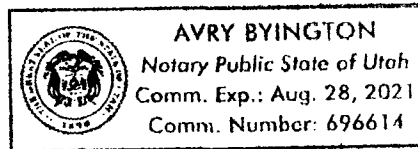


By: Brian W. Gochnour
Its: Manager

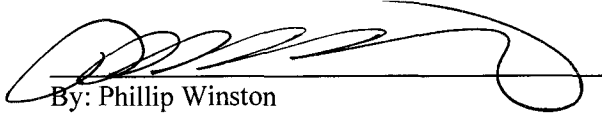
STATE OF UTAH)

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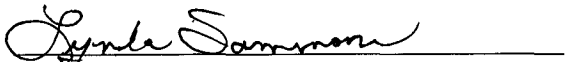
On this 11 day of November, 2020 personally appeared before me Brian W. Gochnour, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, in his capacity as a manager of The BOYER COMPANY, L.C., the manager of HEBER GATEWAY OFFICE 1, L.C. and acknowledged that (s)he executed the same. Witness my hand and official seal.


Notary Public

VALLEY STATION HOLDINGS, LLC
a Utah limited liability company



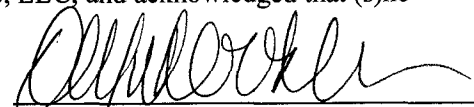
By: Phillip Winston
Its: Manager



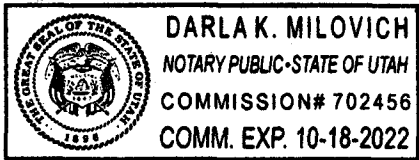
By: Lynda Sammons
Its: Manager

STATE OF UTAH)
) :ss
County of SALT LAKE)

On this 12 day of November, 2020, personally appeared before me Phillip Winston, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, in his capacity as Manager of VALLEY STATION HOLDINGS, LLC, and acknowledged that (s)he executed the same. Witness my hand and official seal.

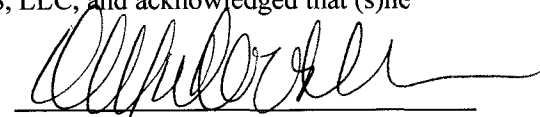


Notary Public



STATE OF UTAH)
) :ss
County of SALT LAKE)

On this 12 day of November, 2020, personally appeared before me Lynda Sammons, and proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, in his capacity as Manager of VALLEY STATION HOLDINGS, LLC, and acknowledged that (s)he executed the same. Witness my hand and official seal.



Notary Public

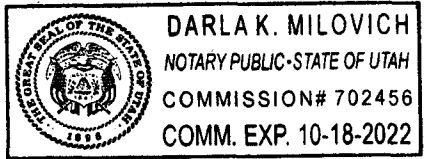


Exhibit A

Lot 3 Legal Description

Lot 3 of VALLEY STATION 2 SUBDIVISION, according to the official plat thereof recorded December 14, 2009 as Entry No. 355116, in Book 1006, at Page 790 of the official records of the Wasatch County Recorder, Wasatch County, Utah.

Parcel No. 00-0020-9063

Lot 11 Legal Description

Lot 11, VALLEY STATION - AMENDED SUBDIVISION, according to the official plat thereof as recorded in the office of the Wasatch County Recorder, State of Utah, recorded February 18, 2015 as Entry No. 409158 in Book 1123 at Page 126.

Parcel No. 00-0020-8261

Lot 12 Legal Description

Lot 12, VALLEY STATION - AMENDED SUBDIVISION, according to the official plat thereof as recorded in the office of the Wasatch County Recorder, State of Utah, recorded February 18, 2015 as Entry No. 409158 in Book 1123 at Page 126.

Parcel No. 00-0020-8262