

When Recorded, Mail To:
ICO MF Holdings
978 East Woodoak Lane
Salt Lake City, UT 84117

With A Copy To:
L&M Properties, LLC

Tax ID No. 14-055-059

(Space above for Recorder's use only)

ACCESS AND UTILITY EASEMENT

THIS ACCESS AND UTILITY EASEMENT (this "Agreement") is entered into this 16th day of July, 2013, by and between L&M* PROPERTIES, LLC, a Utah limited liability company ("Grantor"), and ICO MF HOLDINGS, LLC, a Utah limited liability company ("Grantee"). *Smith

RECITALS

- A. Grantee owns certain real property (the "Grantee's Parcel") located in Utah County Utah.
- B. Grantor owns certain real property adjacent to Grantee's Parcel (the "Grantor's Parcel") located in Utah County, Utah.
- C. Grantee desires to obtain a perpetual, exclusive easement on, over, and across a portion of the Grantor's Parcel (the "Easement Area") for the purposes more particularly described herein, and Grantor is willing to grant the easement to Grantee for such purposes subject to the terms and conditions set forth herein. The Easement Area is more particularly described in the legal description on Exhibit A and is depicted on the drawing on Exhibit B, both attached hereto and incorporated by this reference. Should there be any discrepancy between the legal description and the drawing, the legal description shall control.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys, without warranty whatsoever, to Grantee an exclusive easement for a public right-of-way on, over, and across the Easement Area for access to Grantee's Parcel, including construction and maintenance of roads and sidewalks as well as installation and maintenance of utilities.

2. Access. Grantees shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee shall enter upon the Easement Area at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee, its agents, employees, servants, contractors and other such parties.

3. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in "as is", "where is" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

4. Maintenance and Restoration. Grantor will maintain the Easement Area and Improvements, as required by then applicable law or regulations governing the maintenance of the same. Except as provided for in the previous sentence, Grantee, at its sole cost and expense, shall maintain and repair the Improvements and the Easement Area. Additionally, during and immediately after construction work on the Easement Area conducted by Grantee, Grantee shall promptly repair any damage to the Grantor's Parcel and Grantor's improvements located thereon caused by Grantee and/or Grantee's Agents, and shall restore the Grantor's Parcel and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor's Parcel by Grantee and Grantee's Agents.

5. Compliance with Laws. Grantee will comply with all 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.

6. Insurance. Each of the parties to this Agreement, and any of Grantee's Agents that enter Easement Area for the purpose of installing, using, operating, maintaining, repairing and replacing the Improvements, shall obtain and maintain a policy of general commercial liability insurance sufficient to insure their respective interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Easement Area. This

requirement may be satisfied by self-insurance, so long as the party maintains actuarially sound reserves.

7. Indemnification. Grantee and its successors and assigns hereby agree to indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor, and any entity controlling, controlled by or under control with Grantor ("Affiliates"), and its and their Affiliates' officers, directors, employees, managers, members, agents, servants, successors, and assigns from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of (i) the acts and omissions of Grantee and its agents, servants, employees, and/or contractors; (ii) the use of the Grantor's Parcel and/or the Improvements by Grantee, its agents, servants, employees, or contractors; and (iii) any work performed on the Grantor's Parcel by Grantee or its successors or assigns, and their agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective after the expiration or termination of this Agreement, so long as the event for which the indemnification is needed occurred prior to such expiration or termination.

8. Notices. Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the recipient named below, (ii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to Grantor:

Smith
L&M PROPERTIES
Attn:

If to Grantee:

ICO MF Holdings
Attn:
978 East Woodoak Lane
Salt Lake City, UT 84117

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

9. Miscellaneous.

9.1 Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. This Agreement has been arrived at through negotiation between Grantor and Grantee. As a result, the normal rule of contract construction that any ambiguities are to be resolved against the drafting party shall not apply in the construction or interpretation of this Agreement.

9.2 Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the easement granted herein shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

9.3 Rights and Remedies. The rights and remedies of any of the parties stated herein are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. Each of the parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

9.4 Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

9.5 Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Smith

Grantor: L&M PROPERTIES, LLC, a Utah limited liability company

Le Grande G. Smith

By: *Marcia Ann Smith*

Name (Print): *Marcia Ann Smith*

Its: Authorized Agent *General Partners*
Le Grande G. Smith

Grantee: ICO MF HOLDINGS, LLC, a Utah limited liability company

By: *Jared G. Sealey*

Name (Print): *Jared G. Sealey*

Its: *Manager*

[acknowledgements on following page]

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 19 day of July, 2013, personally appeared before me Le Grande G. Smith and Marcia Ann Smith, known or satisfactorily proved to me to be the General Partners of L&M* PROPERTIES, LLC, a Utah limited liability company, who acknowledged to me that he/she signed the foregoing instrument as General Partners for said entity.

*Smith

WITNESS my hand and official seal.



Notary Public for the
State of Utah

My commission expires:

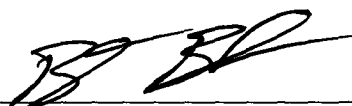
5/3/15



STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 16 day of July, 2013, personally appeared before me James Seaberg, known or satisfactorily proved to me to be the Manager of ICO MF DEVELOPMENT, LLC, a Utah limited liability company, who acknowledged to me that he/she signed the foregoing instrument as Manager for said entity.

WITNESS my hand and official seal.



Notary Public for the
State of Utah

My commission expires:

3/15/16



EXHIBIT A
(Legal Description of Easement Area)

Beginning at a point being South 00°20'54" East 725.52 feet along the Section Line and East 1090.16 feet from the Northwest Corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian; and running
 thence North 79°14'51" East 20.61 feet;
 thence South 10°45'09" East 40.00 feet;
 thence South 79°14'51" West 55.76 feet;
 thence North 30°33'29" East 53.25 feet to the point of beginning.
Contains 1,527 Square Feet or 0.035 Acres

EXHIBIT B
(Drawing of the Easement Area)

