

WHEN RECORDED, MAIL TO:

JMCC Properties, LLC
782 South Auto Mall Drive
American Fork, Utah 84003

GRANT OF STORM WATER DETENTION EASEMENT AND MAINTENANCE AGREEMENT

THIS GRANT OF STORM WATER DETENTION EASEMENT AND MAINTENANCE AGREEMENT (the "Agreement") is made and entered into this 20 day of September, 2011, by and between JMCC PROPERTIES, LLC, a Utah limited liability company ("Grantor"), and COPPER RIDGE INVESTORS, LLC, a Utah limited liability company ("Grantee").

RECITALS

A. Grantor is the record owner of two phases of a three-phase office-warehouse project located on Auto Mall Drive in American Fork, Utah known as Copper Ridge at North Shore Corporate Center (the "Project").

B. Grantor's phase 1 property is more particularly described as follows (the "Grantor's Phase 1 Property"):

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 25,
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
UTAH COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT NORTHWEST CORNER; THENCE S.00°05'45" E 802.81 FEET
ALONG THE SECTION LINE; THENCE EAST 65.22 FEET TO THE REAL POINT
OF BEGINNING. SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF
DENVER & RIO GRANDE WESTERN RAILROAD.

**THENCE N 54°07'34" E 367.23 FEET TO THE SOUTH RIGHT OF WAY LINE
AUTO MALL DRIVE; THENCE ALONG SAID AUTO MALL DRIVE RIGHT
OF WAY LINE THE FOLLOWING THREE COURSES: THENCE S 37°05'31" E
227.19 FEET TO A POINT OF CURVATURE OF A 85.63-FOOT RADIUS NON-
TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG
THE ARC A DISTANCE OF 103.63 FEET, SAID CURVE HAVING A CENTRAL
ANGLE OF 69°20'44" AND A CHORD THAT BEARS S 19°38'16" W A
DISTANCE OF 97.42 FEET; THENCE S 54°02'14" W 33.49 FEET; THENCE S
35°52'26" E 79.51 FEET; THENCE S 52°56'30" W 197.32 FEET; THENCE S
37°01'53" E 436.28 FEET; THENCE S 55°48'48" E 110.56 FEET; THENCE S
19°31'20" E 104.36 FEET; THENCE S 70°30'42" W 60.49 FEET TO THE NORTH
RIGHT OF WAY LINE OF DENVER & RIO GRANDE WESTERN RAILROAD:
THENCE N 37°02'16" W 989.34 FEET ALONG SAID RIGHT OF WAY TO THE
REAL POINT OF BEGINNING.**

Tax Parcel No 47:257:0004

C. Grantor's phase 3 property is more particularly described as follows (the "Grantor's Phase 3 Property"):

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT NORTHWEST CORNER; THENCE S 00°05'45" E 1411.88 FEET ALONG THE SECTION LINE; THENCE EAST 590.82 FEET TO THE REAL POINT OF BEGINNING.

THENCE N 37°02'16" W 314.84 FEET; THENCE N 37°00'51" W 121.44 FEET; THENCE N 52°56'30" E 197.69 FEET; THENCE N 36°44'46" W 25.01 FEET; THENCE N 54°07'34" E 35.01 FEET TO A POINT OF CURVATURE OF A 84.37-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE ALONG THE ARC A DISTANCE OF 117.68 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 79°55'11" AND A CHORD THAT BEARS S 85°32'22" E A DISTANCE OF 108.37 FEET; THENCE S 37°05'31" E 420.07 FEET; THENCE S 53°00'30" W 79.28 FEET; THENCE S 36°46'25" E 14.25 FEET; THENCE S 52°56'21" W 174.83 FEET; THENCE WEST 75.50 FEET TO THE POINT OF BEGINNING. Tax Parcel No. 47:257:0003

The Grantor's Phase 1 Property and the Grantor's Phase 3 Property are referred to herein, collectively, as the "Grantor's Property."

D. Grantee is the owner of certain real property located adjacent to the Grantor's Property, which is more particularly described as follows (the "Grantee's Property"):

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. UTAH COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT NORTHWEST CORNER; THENCE S 00°05'45" E 1411.88 FEET ALONG THE SECTION LINE; THENCE EAST 590.82 FEET TO THE REAL POINT OF BEGINNING.

THENCE EAST 75.50 FEET; THENCE N 52°56'21" E 174.83 FEET; THENCE N 36°46'25" W 14.25 FEET; THENCE N 53°00'00" E 79.28 FEET; THENCE S 37°05'31" E 116.24 FEET TO A POINT OF CURVATURE OF A 467.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 143.48 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 17°36'14" AND A CHORD THAT BEARS S 28°17'24" E A DISTANCE OF 142.92 FEET; THENCE S 19°29'18" E 6.44 FEET; THENCE S 70°30'42" W 300.69 FEET; THENCE N 19°31'20" W 104.36 FEET; THENCE N 55°48'48" W 110.56 FEET TO THE POINT OF BEGINNING.

Tax Parcel No. 13:061:0086

E. The Project was designed and engineered with a storm water detention pond, which is located in the southwest corner of the Project (the "Detention Pond"). The Detention Pond and the surrounding real property of Grantor on which the Storm Water Drainage System (as defined below) is located is more particularly described as follows (the "Easement Property"):

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25 AND RUNNING THENCE SOUTH 1,298.79 FEET AND EAST 440.10 TO THE REAL POINT OF BEGINNING:

RUNNING THENCE NORTH 52°54'28" EAST 54.08 FEET; THENCE SOUTH 37°02'15" EAST 182.53 FEET TO A POINT THAT IS S 0°05'45" EAST 1,411.88 FEET ALONG THE

SECTION LINE AND THENCE EAST 590.82 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 25; THENCE SOUTH 55°48'48" EAST 110.56 FEET; THENCE SOUTH 19°31'20" EAST 104.36 FEET; THENCE SOUTH 70°30'42" WEST 60.49 FEET; THENCE NORTH 37°02'16" WEST 368.25 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY PORTION LYING WITHIN THE LEGAL BOUNDS OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY. Tax Parcel No. 13:06:0087

F. Grantee's Property and Grantor's Phase 3 Property drains into the Detention Pond through gutters, catch basins, culverts and an underground storm drain system, which is located on both Grantor's Phase 3 Property and Grantee's Property (the "Storm Water Drainage System").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants, conveys and warrants to Grantee, for the use and benefit of the Benefited Parties (as defined below), a perpetual non-exclusive easement over, across and under the Easement Property for the discharge of storm water into the Detention Pond through the Storm Water Drainage System on the terms set forth in this Agreement (the "Easement").

2. Use of Easement. Grantee shall have the right to use the Easement Property to bury, locate, operate, repair, relocate, replace, inspect, access, remove and otherwise deal with any portion of the Storm Water Drainage System and to discharge storm water into the Detention Pond. Grantee shall have a right of ingress and egress to and from the Easement Property across portions of Grantor's other property in the Project, which are reasonably required to gain access to the Easement Property.

3. Maintenance.

a. Detention Pond and Easement Property. Grantor shall be responsible for the maintenance and repair of the Detention Pond and the Easement Property in accordance with all local, state and federal laws, rules and regulations applicable thereto. Grantee shall be required to pay its Prorated Share (as defined below) of the real property taxes and maintenance costs for the Easement Property. For purposes of this Agreement "Prorated Share" shall mean 17.25%, which is the percentage that Grantee's Property represents of the total square footage of the real property comprising the Project.

b. Storm Water Drainage System. Grantee shall be responsible for the maintenance and repair of the Storm Water Drainage System until a building is construction on the Grantor's Phase 3 Property at which time Grantor shall assume responsibility for the maintenance and repair of the Storm Water Drainage System. Grantor and Grantee each shall pay fifty percent (50%) of all repair and maintenance costs for the Storm Water Drainage System. For the sake of clarity, Grantee's financial obligation shall not include any storm water infrastructure improvements located on Grantor's Phase 1 Property; only the Storm Water Drainage System for Grantee's Property because it is located on Grantor's Phase 3 Property

c. Grantee Reimbursement. Grantee shall reimburse Grantor for its Prorated Share of repair and maintenance costs and real property taxes for the Easement Area within thirty (30) days of receiving an invoice from Grantor. If requested by Grantee, Grantor shall provide copies of all invoices, tax records or other items for which Grantor seeks reimbursement. Grantor shall

not incur any maintenance or repair costs, which would require Grantee to pay more than \$500.00 for repairs and maintenance in a single calendar year without providing Grantee prior written notice and fifteen (15) days to respond, unless such repairs or maintenance are in response to an emergency. Grantor shall have the right to lien the Grantee's Property in accordance with Utah laws governing homeowners' association liens, if Grantee fails to timely pay its Prorated Share. The foregoing provisions also shall apply to Grantor so long as Grantee is responsible for repairing and maintaining the Storm Water Drainage System. Grantor shall be required to pay its fifty percent (50%) of the costs in accordance with the foregoing provisions. After the repair and maintenance obligations for the Storm Water Drainage System transfer to Grantor, then Grantee shall observe the provisions of this paragraph in connection with reimburse for such charges.

4. Grantor's Reservation of Rights. Grantor reserves unto itself forever, the right to cross over, across, through or under the Easement Property, and to place or grant other easements along, across or under the Easement Property, provided such other uses do not impair or diminish Grantee's or the Benefited Parties' use of the Easement Property for the purposes herein granted.

5. Easement Appurtenant to Grantee Property; Benefited Parties. The Easement and the other rights granted herein shall be appurtenant to Grantee's Property and shall be for the use and benefit of Grantee, its successors and assigns, including, without limitation, all persons or entities at any time owning or having an interest in Grantee's Property or lawfully using Grantee's Property (the "Benefited Parties"). In addition, American Fork City shall be deemed a Benefited Party for emergency purposes. For the purposes of the Easement and rights set forth herein, Grantee's Property will constitute the dominant estate, and Grantor's Property will constitute the servient estate.

6. Not a Public Dedication. Nothing contained in this Easement Agreement shall be deemed to be a gift or a dedication of any portion of the Easement Property or the Storm Water Drainage System to or for the general public or for any public purpose whatsoever, it being the intent of the parties that this Easement Agreement be strictly limited to and for the purposes expressed herein.

7. Duration. The Easement shall be perpetual in duration, unless earlier modified or terminated by the mutual agreement of the respective parties hereto, or their successors or assigns.

8. Modification. Any provision, covenant, condition or restriction contained in this Easement Agreement may be modified or amended by agreement of Grantor and Grantee, their successors or assigns. No modification or amendment of this Easement Agreement will be effective until a written instrument setting forth its terms has been executed, acknowledged and recorded in the Utah County Recorder's Office.

9. No Partnership. The parties hereto do not, by this Easement Agreement, become partners or joint venturers of each other in the conduct of their respective businesses, or otherwise.

10. Compliance. Failure of a party hereto to insist upon strict performance of any provision hereof shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this instrument shall be deemed to have been waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

11. Successors. All provisions of this instrument, including the benefits and burdens, shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns.

12. Applicable Law. This Easement Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

13. Costs, Expenses and Remedies Upon Breach. In the event of a breach in any of the covenants or agreements contained herein, the breaching party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise. Grantor and Grantee acknowledge that in the event of any default hereunder, it would be difficult to ascertain the exact money damages suffered by the non-defaulting party. Accordingly, the parties agree that such non-breaching party is entitled to appropriate equitable remedies in the event of any such default.

14. Cooperation. The parties hereto agree to cooperate reasonably to attempt to resolve any disputes that may arise in the future between them with respect to use of the Easement Property by the parties.

15. Notice. Any notice, demand, request, consent, submission, approval, designation, or other communication which either party is required or desires to give to the other shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, addressed to the other party at the following address, or such other address as indicated in writing by such party:

JMCC Properties, LLC
782 South Auto Mall Drive
American Fork, Utah 84003

Copper Ridge Investors, LLC
14572 South 790 West, Unit A
Bluffdale, Utah 84065

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

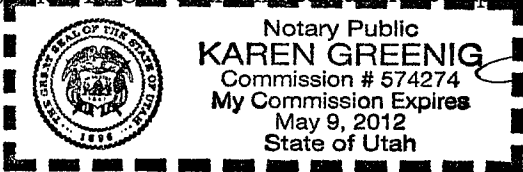
GRANTOR:

JMCC PROPERTIES, LLC

By: McKinley M Oswald
Name: McKinley M. Oswald
Title: Manager

STATE OF UTAH)
) :ss.
COUNTY OF UTAH)

The foregoing Grant of Storm Water Detention Easement and Maintenance Agreement was acknowledged before me this 29 day of September, 2011, by McKinley Oswald, a Manager of JMCC Properties, LLC, a Utah limited liability company, who signed on behalf of said company.



Karen Greenig
NOTARY PUBLIC

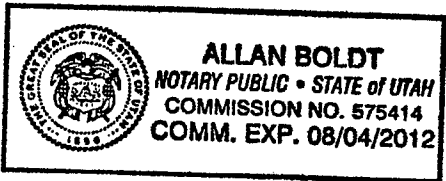
GRANTEE:

COPPER RIDGE INVESTORS, LLC

By: Kim Rindlisbacher
Name: KIM RINDLISBACHER
Title: MANAGER

STATE OF UTAH)
) :ss.
COUNTY OF SALT LAKE)

The foregoing Grant of Storm Water Detention Easement and Maintenance Agreement was acknowledged before me this 4 day of ~~September~~ ^{October}, 2011, by Kim Rindlisbacher, the Manager of Copper Ridge Investors, LLC, a Utah limited liability company, who signed on behalf of said company.



Allan Boldt
NOTARY PUBLIC