

When Recorded, Mail To:

Corporation of the Presiding Bishop
of The Church of Jesus Christ of Latter-day Saints
c/o Property Reserve, Inc.
Attn: Brian Bayles
51 South Main Street, Suite 301
Salt Lake City, Utah 84111

With a Copy To:

Wright Development Group, Inc.
Attn: Spencer Wright
1572 North Woodland Park Dr., Ste. 505
Layton, UT 84041

Tax Parcel No. 12-033-0057, 12-033-0058, 12-033-0054

Esc: 713520-AI

(space above for Recorder's use only)

ACCESS EASEMENT AGREEMENT

This ACCESS EASEMENT AGREEMENT (this "**Agreement**") is made this 31st day of July, 2015, (the "**Effective Date**") by and between THE POINTE, LLC, a Utah limited liability company ("**Grantor**"), and CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, ("**Grantor**"), Grantor and Grantee are sometimes referred to herein individually as a "**Party**," and collectively as the "**Parties**."

RECITALS

A. Grantor is the owner of certain real property located in Davis County, Utah, more particularly described on Exhibit A ("**Grantor's Property**").

B. Grantee desires to obtain a perpetual access easement on, over, across, under and through certain portions of Grantor's Property more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (the "**Easement Area**"), for the purposes set forth in this Agreement.

C. Grantor is willing to grant such easement to Grantee, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto make the following grants, agreements, and covenants:

1. **Grant of Easement.** Grantor hereby conveys to Grantee, without warranty, a perpetual, non-exclusive access easement (the "**Easement**") on, over, and across the Easement Area for the purpose of providing vehicular and pedestrian ingress and egress to the Grantor Property from the Grantee Property. Grantee shall construct, at Grantee's sole cost and expense, Grantee's access point across the Grantor Property in a location determined by Grantee, which location will be in Grantee's sole and absolute discretion. Grantee's construction activities shall include, but not limited to, installing curbs, gutters, street lighting, road base, asphalt pavement, and all other improvements related to the access

point required by the applicable city, county, or other municipality, together with any and all underground utilities thereunder (collectively, the “**Access Improvements**”).

2. **Access.** Grantee and its guests, invitees, agents, servants, employees, consultants, contractors and subcontractors (collectively, “**Grantee’s Agents**”) shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement.

3. **Condition of the Easement Area.** Grantee accepts the Easement Area and all aspects thereof in their “AS IS,” “WHERE IS” condition, “WITH ALL FAULTS,” without warranties, either express or implied.

4. **Reservation by Grantor.** Notwithstanding anything to the contrary stated herein, Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee’s permitted use of the Easement Area.

5. **Maintenance and Restoration.** Grantor, at its sole cost and expense, shall maintain and repair the Easement Area, the Access Improvements, and any and all related improvements installed by Grantor, in good order and condition; provided, however, Grantee shall maintain and repair Grantee’s access point across the Grantor Property, and all related improvements installed by Grantee.

6. **Construction of Access Improvements.** The Parties will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future.

7. **Compliance with Laws.** The Parties shall comply with all present or future laws, and applicable government regulations.

8. **Indemnification and Release.** Grantee shall indemnify, release and defend with counsel of Grantor’s choice, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the “**Indemnitees**”) harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys’ fees) of any kind or character to any person or property, including the property of the Indemnitees from or by any unaffiliated third party, Grantee, and/or Grantee’s Agents, arising from or relating to (i) any use of the Easement Area and/or adjacent areas by Grantee or Grantee’s Agents.

9. **Insurance.** The Parties agree to obtain and maintain the following insurance coverage and policies:

9.1. **Liability Insurance Coverage and Limits.** A commercial general liability insurance policy insuring the Party’s interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Easement Area and the ways immediately adjoining the Easement Area, with a “Combined Single Limit” covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000.00). Each Party must be endorsed on the other Party’s insurance as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent. The coverage set forth above shall be primary coverage and shall apply specifically to the Easement Area, the Millcreek Property, and adjacent areas.

9.2. **Workers’ Compensation Insurance.** All Workers’ Compensation and Employers’ Liability Insurance required under applicable Workers’ Compensation Acts and/or applicable

law. In addition, the Parties shall maintain Employers' Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars (\$500,000.00).

9.3. Automobile Insurance. Automobile Liability Insurance with a minimum limit of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

Notwithstanding the above, Grantee may elect to self-insure all or any part of its insurance requirements to the extent allowed by applicable law, provided that Grantee maintains actuarially sound reserves. Upon request, Grantee shall provide Grantor with a letter of self-insurance evidencing its compliance with this clause.

10. Liens. Grantee shall keep Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on Grantor's Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents.

11. Notices. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, electronic mail, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Grantor or Grantee at the following addresses (or at such other address as Grantor or Grantee or the person receiving copies may designate in writing given in accordance with this Section):

GRANTOR:	Wright Development Group, Inc. Attn: Spencer Wright 1572 North Woodland Park Dr., Ste. 505 Layton, UT 84041
GRANTEE:	Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints c/o Property Reserve, Inc. Attn: Brian Bayles 51 South Main Street, Suite 301 Salt Lake City, Utah 84111

12. Miscellaneous.

12.1. 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.

12.2. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

12.3. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provision hereof. Any amendment or

modification to this Agreement shall be in writing and signed by authorized agents or officers of the Parties.

12.4. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

12.5. 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. 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.

12.6. 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.

12.7. 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.

12.8. No Public Use/Dedication. The Easement Area is and shall at all times remain the private property of Grantor. The use of the Easement Area is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, or its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Easement Area beyond the express terms and conditions of this Agreement.

12.9. Counterparts. The Parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same Agreement. Further, the Parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The Parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no Party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.


[signatures and acknowledgements to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

GRANTOR: THE POINTE, LLC, a Utah limited liability company

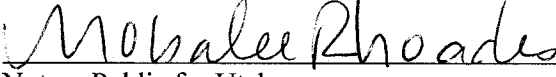
By: Millcreek Partners, LLC, a Utah limited liability Company
Its: Manager

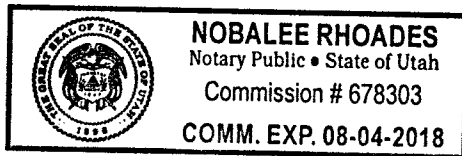
By: Teton Land Company, L.L.C., a Utah limited liability company
Its: Manager

By: 
Name: Gary M. Wright
Its: Manager

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this 29th day of July, 2015, personally appeared before me Gary M. Wright, known or satisfactorily proved to me to be the Manager of Teton Land Company, L.L.C., the Manager of Millcreek Partners, LLC, the Manager of THE POINTE, LLC, a Utah limited liability company, who acknowledged to me that he/she signed the foregoing instrument as Manager for said limited liability company


Notary Public for Utah



[signature and acknowledgement to follow]

GRANTEE:

CORPORATION OF THE PRESIDING BISHOP OF
THE CHURCH OF JESUS CHRIST OF LATTER-DAY
SAINTS,
a Utah corporation sole

By: *Mark B. G. B. B. S.*

Name: _____

Its: Authorized Agent

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 29 day of June, 2015, personally appeared before me Mark B. G. B. B. S. personally known to me to be an Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

Leigh-Elle Kent
Notary Public for the State of Utah



EXHIBIT A

[Legal Description of Grantor's Property]

That certain real property located in Davis County, Utah, specifically described as follows:
A part of the Northeast Quarter of Section 4, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Davis County, Utah:

Beginning at a point on the South Line of 300 North Street as it exists at 33.00 foot half-width located 891.00 feet North 89°56'51" West along the Section Line, and 33.00 feet South 0°09'35" West from the Northeast Corner of said Section 4; and running thence South 0°09'35" West 808.05 feet; thence North 89°50'25" West 120.00 feet; thence North 0°09'35" East 808.05 feet to the South Line of said 300 North Street; thence South 89°56'51" East 120.00 feet along said South Line to the point of beginning.

Contains 96,966 sq. ft. or 2.226 acres
Ck by JJB 16 March 2015

EXHIBIT B

[Legal Description of Easement Area]

That certain real property located in Davis County, Utah, specifically described as follows:

A part of the Northeast Quarter of Section 4, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Davis County, Utah:

Beginning at a point on the South Line of 300 North Street as it exists at 33.00 foot half-width located 891.00 feet North 89°56'51" West along the Section Line, and 33.00 feet South 0°09'35" West from the Northeast Corner of said Section 4; and running thence South 0°09'35" West 808.05 feet; thence North 89°50'25" West 120.00 feet; thence North 0°09'35" East 808.05 feet to the South Line of said 300 North Street; thence South 89°56'51" East 120.00 feet along said South Line to the point of beginning.

Contains 96,966 sq. ft. or 2.226 acres

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