

12935541
2/15/2019 4:35:00 PM \$92.00
Book - 10753 Pg - 5514-5552
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 39 P.

WHEN RECORDED, RETURN TO:

Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, Utah 84111
Attention: Lamont Richardson, Esq.

Space Above for Recorder's Use

34-07-300-019, 34-07-301-001, 33-12-427-002, 33-12-427-003,
34-07-151-002, 34-07-182-001 and 34-07-301-002

ACCESS, UTILITY AND USE AGREEMENT

ACCESS, UTILITY AND USE AGREEMENT

This Access, Utility and Use Agreement (this “**Agreement**”) is made effective as of February 15, 2019, by **HIGHLINE OFFICE 1, L.C.**, a Utah limited liability company (“**Highline**”), **TRIPLE S INVESTMENT CO. L.L.C.**, a Utah limited liability company (“**Staker**”), **CELTIC INVESTMENT INC.**, an Illinois corporation (“**Celtic**”), and **POINT OF VIEW APARTMENTS, LLC**, a Utah limited liability company (“**POV**”). Highline, Staker, Celtic, and POV are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Highline is the owner of real property located in Draper City, Salt Lake County, Utah, more particularly described on Exhibit A attached hereto and made a part hereof (the “**Office Parcel**”).

B. Highline is the owner of real property located in Draper City, Salt Lake County, Utah, more particularly described on Exhibit B attached hereto and made a part hereof (the “**Parking Parcel**”).

C. Staker is the owner of real property located in Draper City, Salt Lake County, Utah, more particularly described on Exhibit C attached hereto and made a part hereof (collectively, the “**Staker Parcel**”).

D. Celtic is the owner of real property located in Draper City, Salt Lake County, Utah, more particularly described on Exhibit D attached hereto and made a part hereof (collectively, the “**Celtic Parcel**”).

E. POV is the owner of real property located in Draper City, Salt Lake County, Utah, more particularly described on Exhibit E attached hereto and made a part hereof (the “**POV Parcel**”; and together with the Office Parcel, the Parking Parcel, the Staker Parcel, and the Celtic Parcel, as appropriate, collectively, the “**Property**”).

F. The Parties have agreed to certain provisions regarding the development of their respective properties (the “**Planned Project**”). The current site plan depicting various portions of the Planned Project is attached as Exhibit F (“**Site Plan**”). The term “**Project**” shall mean the Planned Project if the same is developed and remains in operation or such other Buildings and uses as may be developed and operated, from time to time, on the Property.

G. The Parties desire to enter into this Agreement for the purposes of granting certain easements over the Property and setting forth certain covenants, conditions and restrictions with respect to such easements which bind the Property, all on the terms more specifically set forth herein.

NOW, THEREFORE, with reference to the foregoing Recitals and upon the terms and conditions contained herein, the Parties hereby agree as follows:

Article 1
DEFINITIONS

1.1 Building.

Any building constructed on a Parcel (including, without limitation, all extensions or projections thereof, all structures or facilities accessory or integral thereto, and any canopies or overhangs, porches, enclosed walkways, and similar items), but excluding a separately standing parking garage.

1.2 Building Ratio.

The ratio for each Building determined by dividing the square footage of each Building by the total square footage of all Buildings within the Common Utility Parcels, but excluding any portion of a Building, or separately standing Building, which constitutes a parking garage.

1.3 Common Utility Lines.

Those Utility Lines which are installed to provide the applicable service to more than one of the Common Utility Parcels.

1.4 Common Utility Parcels.

The Office Parcel, the Parking Parcel, and the Expansion Parcel.

1.5 Declaration.

The Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements dated on or about the date hereof with respect to the Office Parcel, the Parking Parcel and the Staker Parcel, as amended, restated, supplemented or otherwise modified from time to time.

1.6 Default Rate.

The annual rate of interest equal to the interest rate per annum published by the *Wall Street Journal* as the prime rate (or in the event the *Wall Street Journal* no longer publishes a prime rate, then the prime rate or reference rate announced by the then largest chartered bank in Utah in terms of deposits) from time to time, plus two percentage points per annum, but in no event more than any maximum rate of interest permitted by law.

1.7 Dominant Estate.

With respect to each easement granted pursuant to the provisions of this Agreement that is expressly for the benefit of one or more other Parcels (other than the Servient Estate), the Parcel so benefited; provided, however, where only a portion of a Parcel is benefited by a particular easement, only that portion so benefited shall be deemed to be the Dominant Estate.

1.8 Easement Areas.

The Utility Corridors, Project Sign Areas, the Shared Access Area, and Hillside Amenity Area.

1.9 Environmental Law.

Any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to a Parcel or the use thereof.

1.10 Expansion Parcel.

The Parcel described on Exhibit G which is a portion of the Staker Parcel.

1.11 First Class.

Good condition and repair and at a standard of maintenance, repair and operation at least equal to the standard maintained in similar properties in the Salt Lake County area.

1.12 Governmental Restrictions.

Any or all laws, statutes, ordinances, codes, decrees, rulings, regulations, writs, injunctions, orders, rules, conditions of approval or authorization of any governmental entity, agency or political subdivision, whether now in force or which may hereafter be in force.

1.13 Hazardous Materials

Any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls, refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time), and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects.

1.14 Hotel Parcel.

The Parcel described on Exhibit H which is a portion of the Staker Parcel.

1.15 Hillside Amenities.

The walking trail, benches and other amenities located in Hillside Amenities Area.

1.16 Hillside Amenities Area.

The area in which the Hillside Amenities are located, as depicted on the Site Plan.

1.17 Index.

The Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics (the “**Bureau**”) “All Items” for All Urban Consumers, U.S. City Average (1982–84 = 100). Should the Bureau discontinue the publication of the Index, publish the same less frequently or alter the same in some other manner, the most nearly comparable index or procedure as determined by the Owners will be substituted therefor.

1.18 Mortgage.

An indenture of mortgage or deed of trust on a Parcel or any portion thereof, in each case entered into by such Owner in good faith in favor of a third party (not affiliated with such Owner) for value. A Mortgage shall include a “Sale and Leaseback” (meaning a transaction whereby an Owner conveys its fee or a leasehold estate in such Parcel and such conveyance is followed immediately by a leaseback or sub-leaseback of the entire interest so conveyed or the improvements thereupon to such Owner, or to a party wholly controlled by such Owner).

1.19 Mortgagee.

Any mortgagee or beneficiary under a Mortgage (or if the Mortgage is a Sale and Leaseback, the lessor under such arrangement).

1.20 Operating Owner.

Is defined in Section 3.2(d).

1.21 Owner.

The Person that, at the time concerned, is the owner of record in the office of the County Recorder of Salt Lake County, Utah, of a fee interest in any Parcel or portion of a Parcel. In the event that, at any time, more than one Person owns the fee interest in a Parcel, they shall constitute one (1) Owner, and liability of each such Person for performance or compliance with the applicable provisions of this Agreement shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term “Owner” shall not mean or include a Mortgagee unless and until such Person has acquired fee title to the Parcel encumbered by a Mortgage pursuant to foreclosure, trustee’s sale or any arrangement or proceeding in lieu thereof.

1.22 Parcel or Parcels.

Each separate legal parcel comprising the Property, whether now existing or hereafter created.

1.23 Permittees.

The Owners of all or any portions of a Parcel and their respective heirs, successors, assigns, grantees, tenants and subtenants and all Persons who now hold, or hereafter hold, portions of a Parcel, or any leasehold estate therein, or building space thereon; and respective tenants or subtenants thereof; and the officers, directors, concessionaires, agents, employees, contractors, customers, visitors and licensees and invitees of any of them.

1.24 Performing Owner.

The Owner of a Common Utility Parcel that performs any installation, operation, maintenance, repair or replacement of any Utility Lines.

1.25 Person.

Any natural person, partnership, trust, corporation, limited liability company or other legal entity.

1.26 Project Sign Areas.

Is defined in Section 3.2(d).

1.27 Project Signs.

Is defined in Section 3.2(d).

1.28 Proportionate Share of Signage.

As to each Parcel, the percentages set forth on Exhibit I.

1.29 Reimbursable Sign Costs.

Is defined in Section 3.2(d).

1.30 Required Consenting Owners.

Each of the Owners of a Parcel.

1.31 Separate Utility Lines.

The Utility Lines which are installed to provide the applicable service to only one of the Common Utility Parcels. For the purpose of this Agreement, the portion of a Utility Line extending between a Common Utility Line and a single Building shall be considered a Separate Utility Line.

1.32 Servient Estate.

With respect to each easement granted pursuant to the provisions of this Agreement, the Parcel upon which such easement is located; provided, however, where only a portion of a Parcel

is bound and burdened, only that portion so bound and burdened shall be deemed to be the Servient Estate.

1.33 Shared Access Area.

Shall mean the area located on the Expansion Parcel as described on Exhibit K and depicted on Exhibit K-1 each attached hereto and made a part hereof.

1.34 Shared Access Improvements.

Is defined in Section 4.7.

1.35 UTA Parcel.

Is defined in Section 7.21.

1.36 Utility Corridors.

The areas on a Common Utility Parcel where Utility Lines or Common Utility Lines, as applicable, are located as approved by the Owner of the Servient Estate, which approval shall not be unreasonably withheld, conditioned, or delayed. Upon determining the location of any Utility Corridors, the Owners of the Common Utility Parcels affected by such Utility Corridors shall enter into a supplement to this Agreement to more particularly identify the location of such Utility Corridors.

1.37 Utility Lines.

Those facilities and systems for transmissions of utility services to a Common Utility Parcel, including, but not limited to, storm water drainage and storage systems or structures or both; fire protection, irrigation and domestic water mains and manholes; lift stations; sewer lines and systems; fire and landscape water sprinkler systems (including without limitation, fire risers); telephone lines and manholes; generators and related equipment and switch gear, electrical conduits or systems, gas mains and other public or private utilities.

Article 2

INTENTIONALLY DELETED

Article 3

PROJECT EASEMENTS AND RIGHTS

3.1 No Public Dedication.

Nothing in this Section or elsewhere in this Agreement will be deemed to be or constitute a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever.

3.2 Grant of Easements.

The following easements are hereby established and granted for the following purposes and uses:

(a) The Owner of the Expansion Parcel hereby establishes and grants, for the benefit of, and as an appurtenance to, the POV Parcel and for the benefit of the Owner and the Permittees of the POV Parcel, irrevocable, non-exclusive easements for ingress and egress upon, over and across the Shared Access Area for pedestrian use and the right of access for vehicles of such Permittees and emergency vehicles.

(b) The Owner of each Parcel on which the Hillside Amenity Area is located hereby establishes and grants, for the benefit of, and as appurtenances to, each other Parcel and for the benefit of the Owner of each of the other Parcels and their respective Permittees, irrevocable, non-exclusive easements for ingress and egress upon, over and across the Hillside Amenity Area for the use of the Hillside Amenities for recreational purposes.

(c) The Owner of each Common Utility Parcel hereby establishes and grants, for the benefit of, and as appurtenances to, each other Common Utility Parcel and for the benefit of the Owner of each of the other Common Utility Parcels and their respective Permittees, irrevocable, non-exclusive easements for the installation, operation, maintenance, inspection, repair, replacement and relocation in the Utility Corridors of Utility Lines serving a Common Utility Parcel, all of which (except hydrants and transformers and other installations as may be requested by the utility company) will be even with or below the surface of the Utility Corridors or as otherwise agreed by the Owner of the Servient Estate. Each Owner of a Common Utility Parcel, will cooperate in the granting of appropriate and proper easements to each other Owner of a Common Utility Parcel or to utility companies and governmental authorities for the installation, operation, maintenance, repair, replacement and relocation of the Utility Lines. The location of the Utility Lines shall be within the Utility Corridors unless otherwise agreed to by the Owner on whose Parcel such Utility Line is being placed. Each Owner of a Common Utility Parcel will have the right to enter upon the Utility Corridor and the areas immediately adjacent thereto as may be necessary or appropriate in order to accomplish the installation, operation, maintenance, inspection, repair, replacement and relocation of the Utility Lines subject to compliance with the following:

(i) The installation, operation, maintenance, inspection, repair and replacement of such Utility Lines (A) shall not unreasonably interfere with the use of the improved Utility Corridor or with the normal operation of any business in each Common Utility Parcel, (B) shall not unreasonably interfere with or diminish utility service to the businesses served by the Utility Lines, (C) shall not reduce or unreasonably impair the usefulness or functionality of the Utility Lines serving other Common Utility Parcels, (D) shall, except as provided in Subsection 3.2(c)(iii) below, be performed without cost or expense to the Owner or Permittee of any other Common Utility Parcel, (E) shall be performed in a good and workmanlike manner, with due care, and in compliance with all Governmental Restrictions, (F) shall not unreasonably interfere with the pedestrian and vehicular access or parking on any Common Utility Parcel, and (G) any area on a Common Utility Parcel disturbed shall be restored to substantially the same condition it

existed in prior to such installation, operation, maintenance, inspection, repair and replacement. For non-routine maintenance and repair that will impact the utilization of the Utility Lines serving other Common Utility Parcels, the Performing Owner shall provide written notice to the other Owners of a Common Utility Parcel prior to performing any such non-routine maintenance and repair and shall perform such maintenance and repairs during periods approved by the other Owners of a Common Utility Parcel, such approval to not be unreasonably withheld, conditioned or delayed.

(ii) To the extent any installation, operation, maintenance, inspection, repair or replacement relates to Separate Utility Lines, the Owner of the benefitted Parcel shall, (A) repair to the original specifications any damage resulting from such installation, operation, maintenance, inspection, repair and replacement, including, without limitation, restoring any area disturbed on a Common Utility Parcel to substantially the same condition it existed in prior to such work; and (B) shall provide as-built plans for all such Separate Utility Lines to the Owners of all Common Utility Parcels upon which such Separate Utility Lines are located within thirty (30) days after the date of completion of construction of same. All costs associated with the installation, operation, maintenance, inspection, repair and replacement of Separate Utility Lines shall be borne solely by the Owner of the Parcel served thereby.

(iii) All costs associated with the installation, operation, maintenance, inspection, repair and replacement of Common Utility Lines shall be allocated among the Owners of the Common Utility Parcels in accordance with the Building Ratio; provided, however, if any Owner requires an increase in the capacity of such lines or requires changes to the Common Utility Lines once the Common Utility Lines have been installed, the Owner requiring such increase or change shall be responsible for costs necessary to increase the capacity of such lines or to change such lines (which changes shall comply with this Agreement). Except as may be otherwise provided herein, the installation, operation, maintenance, inspection, repair and replacement of Common Utility Lines may be performed by the Owner of any Common Utility Parcel served thereby. The Performing Owner shall bill the Owner(s) of the other Common Utility Parcel(s) served thereby for each such Owner's proportionate share in accordance with the Building Ratio of the costs incurred by the Performing Owner not more often than monthly in arrears and such costs shall be payable within thirty (30) days after receipt of an invoice therefor and, if requested, reasonable supporting documentation.

(iv) At any time and from time to time the Owner of a Common Utility Parcel shall have the right to relocate on its Parcel any Utility Line which is then located on such Owner's Parcel, provided that any such relocation (A) shall be performed only after sixty (60) days' notice of the Owner's intention to undertake the relocation shall have been given to the Owners of each Common Utility Parcel served by the Utility Line, (B) shall not unreasonably interfere with the use of the other Owner's Common Utility Parcel or with the normal operation of any business in each Parcel, (C) shall not unreasonably interfere with or diminish utility service to the businesses served by the Utility Line on the other Common Utility Parcels, (D) shall not reduce or unreasonably impair the usefulness or function of the Utility Line, (E) shall be performed without cost or expense to the Owner or Permittee of any other Common Utility Parcel, (F) shall

provide for the original and relocated area to be restored to the same condition it existed in prior to such relocation, and (G) shall not unreasonably interfere with the pedestrian and vehicular access or parking on any Common Utility Parcel. At any time and from time to time the Owner of a Common Utility Parcel may relocate onto its Parcel any Separate Utility Lines that are then present on the other Owner's Common Utility Parcel, provided that in relocating such separate Utility Lines, the Owner relocating the Separate Utility Lines shall comply with subsections (A), (B), (E) and (G). Further, if the Utility Lines on the other Common Utility Parcel are accessed or the surface of the other Common Utility Parcel is disturbed in such relocation, the original area shall be restored to its original specifications. The Owner performing such relocation shall provide as-built plans for all such relocated Utility Lines to the Owners of all Common Utility Parcels served by such Utility Lines within thirty (30) days after the date of completion of such relocation.

(v) Each Owner of a Common Utility Parcel shall not interrupt, damage, or otherwise interfere with the Separate Utility Lines of the other Owner of a Common Utility Parcel, including without limitation, any generators, related equipment and switch gear.

(d) The Owner of each Parcel on which a Project Sign Area (as defined below) is located hereby establishes and grants, for the benefit of, and as appurtenances to the respective Parcels of, the Operating Owner (as defined below) and the Owner of each Parcel identified on Exhibit I, irrevocable, non-exclusive easements for the installation, construction, maintenance, repair, and replacement of sign pylons, monument signs, and other Project signs (collectively the "**Project Signs**") in the areas shown on the Site Plan (the "**Project Sign Areas**"), which Project Signs shall be installed, maintained, repaired and/or replaced by the Owner of the Office Parcel (the "**Operating Owner**"). Each Owner shall have the right to install sign panels on the Project Signs in the panel areas shown on Exhibit J. In the event all or a portion of the Project Signs is an electronic sign, each Owner shall be entitled to equal amounts of display time during a cycle of an electronic sign. Each Owner shall be responsible for (i) one hundred percent of the costs of all sign panels placed on the Project Signs by such Owner, and (ii) reimbursement in accordance with the Proportionate Share of Signage of costs incurred by the Operating Owner in operating, repairing, replacing and maintaining such Project Sign, including, without limitation, all utilities, software and licensing fees required to operate the Project Sign (collectively, "**Reimbursable Sign Costs**"). Upon receiving an invoice itemizing such Reimbursable Sign Costs and an Owner's Proportionate Share of Signage, such Owner shall pay to the Operating Owner its share of the Reimbursable Sign Costs within fifteen (15) days of such Owner's receipt of such invoice. In the event of any damage or destruction to any Project Sign caused by an Owner or its Permittee, such Owner shall be responsible for all costs required to repair such sign. All signage shall comply with Governmental Restrictions, including, without limitation, Title 9, Chapter 18, Article K (Highline Commercial Special District) of the City Code of Draper City, Utah.

(e) With respect to the Shared Access Area, and so long as the Owner of the Expansion Parcel has not assumed such work pursuant to Section 4.7, the initial construction and installation, operation, maintenance, inspection, repair, and replacement of the Shared Access

Improvements by the Owner of the POV Parcel which shall be in accordance with the terms and conditions of Section 4.7.

(f) Each Owner hereby reserves the right to eject from the Easement Areas designated for the use by others on its Parcel any Persons not authorized to use the same. In addition, each Owner reserves the right to close off the Easement Areas designated for the use by others on its Parcel for such reasonable periods of time as may be required for serious security situations or legally necessary to prevent the acquisition of prescriptive rights by anyone; provided, however, before closing off any part of the Easement Areas designated for the use by others as provided above, such Owner must (except for temporary closings in the case of an emergency) give notice to the other Owners of its intention to do so and must coordinate its closing with the activities of each of the other Owners so that there is no unreasonable interference with the use, occupation or operation on the other Parcels by such other Owners or their respective Permittees.

Article 4
OPERATION AND MAINTENANCE
OF EASEMENT AREAS AND COMMON UTILITY LINES

4.1 Taxes and Assessments.

(a) Each Owner will pay directly to the taxing authority(ies), prior to delinquency, the Taxes attributable to any Easement Areas and Common Utility Lines located upon such Parcel. For purposes of this Agreement, "Taxes" will mean any and all taxes, assessments, impositions or levies of any kind (in all cases, whether general or special, anticipated or unanticipated) imposed by any governmental authority upon the land within the Property and/or any improvements therein or thereon.

(b) Each Owner (or the tenant or occupant of an Owner if such tenant or occupant has the right under its lease or occupancy agreement to contest Taxes) will have the right, in good faith, to contest the amount of Taxes owing with respect to its property; provided that such Owner (or tenant or occupant) will take all such action as may be necessary to prevent any assessment or tax lien from being foreclosed or enforced with respect to any property within the Property.

4.2 Utilities.

Subject to the provisions of Section 3.2(c), each Owner will be solely responsible for obtaining and paying for all utilities and services used on its Parcel, including any utilities used in connection with the Easement Areas located on its Parcel; provided, however, that so long as the Owner of the Office Parcel and its Permittees have the exclusive right (subject only to the parking rights set forth in Section 4.6(e) of the Declaration) to park on the Parking Parcel pursuant to the Declaration, the Owner of the Office Parcel will obtain and pay for the utilities and services used on in the Easement Areas on the Parking Parcel.

4.3 Rules and Regulations.

Each Owner may, in its discretion, adopt reasonable rules and regulations pertaining to the use of the easements granted hereby that are located on or in its Parcel, and to such other matters as are identified herein as subject to such rules and regulations, including availability and other reasonable restrictions and penalties (including emergency operations, maintenance and repairs or special events being held on such Parcel, towing of unauthorized vehicles, etc.); provided, however, that no such rules and regulations shall discriminate against any individual Owner or their Permittees nor shall they be incompatible with or serve to materially diminish or alter any right conferred, or any obligations created, hereunder or otherwise evidenced of record. Such rules and regulations shall be binding upon all Owners and Permittees from and after the date of notice thereof, given as provided herein. In addition, as provided in Section 3.2(f), each Owner retains the right to eject from the portion of any Easement Area located on its Parcel any person whose use of the Easement Area does not comply with the intended use of the easement or whose conduct creates an unreasonable disturbance.

4.4 Maintenance.

Unless otherwise agreed by the affected Owners, the Owner of the Parcel upon which any Easement Areas or Common Utility Lines (or easements with respect thereto) are to be located or constructed shall be responsible for the initial installation and subsequent operation, management, equipping, lighting, repair, replacement and maintenance of such Easement Areas or Common Utility Lines and all walkways, driveways, roads, and other common use facilities contemplated thereon, in a First Class condition, normal wear and tear and, subject to the provisions of Article 6 hereof, casualty, excepted. Such obligations will include (but will not be limited to) the following:

- (a) resurfacing of walkway, roadways, and drives;
- (b) keeping the surface of any walkways, roadways, and drives in a smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as will, in all respects, be equal in quality, use and durability;
- (c) cleaning, sweeping, debris removal, disposal of rubbish and debris, removal of soil and stone washed into such Easement Areas and all other tasks necessary to maintain such easement areas in a clean, safe and orderly condition;
- (d) maintenance of all curbs, landscape enclosures, fences and retaining walls in good condition and repair;
- (e) placing, keeping in repair and replacing any necessary and appropriate directional signs, markers and lines and keeping in repair and replacing when necessary such artificial lighting facilities and lighting fixtures as will be reasonably required;
- (f) maintenance of all landscaped areas, making such replacements of shrubs and other landscaping as is necessary, and keeping such landscaped areas at all times adequately weeded, fertilized and watered; and

- (g) maintenance of all Utility Lines as provided in Section 3.2 above.

4.5 Takeover of Maintenance.

Except as set forth below, if an Owner fails to operate, manage, equip, light, repair, replace and/or maintain the Easement Areas or Common Utility Lines within its Parcel as required under Section 4.4, or otherwise fails to operate such Easement Areas or Common Utility Lines pursuant to the other requirements and standards set forth in this Agreement, then any other Owner will have the right (but not the obligation), by giving such defaulting Owner at least thirty (30) days' prior written notice, provided no such notice shall be required in the event of an emergency, to assume, or cause to be assumed, responsibility for the operation, maintenance, repair and replacement of such Easement Areas or Common Utility Lines (or portions thereof), as the case may be; provided, however, in the event such defaulting Owner performs such remedial actions or cures the relevant breach (or, if such remedial actions cannot be cured within such 30-day period, such defaulting Owner promptly undertakes such remedial actions and diligently pursues such remedial actions to completion), such non-defaulting Owner will not have the right to take over, or cause to be taken over, the operation, maintenance, repair and replacement of the subject Easement Areas on account of such breach. If such non-defaulting Owner so exercises such option to assume, or causes to be assumed, the responsibilities for the operation, maintenance, repair and replacement of the relevant Easement Areas (or portions thereof), such non-defaulting Owner or a designee appointed by such non-defaulting Owner, will thereafter so operate, maintain, repair, replace and otherwise perform such defaulting Owner's obligations with respect to the subject Easement Areas (or relevant portions thereof) in the same manner and subject to the same standards as required of each Owner under this Agreement. In such event, each such defaulting Owner will be responsible for any and all actual out of pocket costs incurred by such non-defaulting Owner or such designee (as the case may be) with respect to such operation, maintenance, repair, replacement and satisfaction of other obligations of such defaulting Owner with respect to such Easement Areas, which costs will be paid by such defaulting Owner to such non-defaulting Owner or such designee (as the case may be) periodically, as billed by such party, within thirty (30) days following such billing. If such defaulting Owner does not pay such bill within such thirty (30) days, then the amounts owing hereunder shall accrue interest at the Default Rate, and, in addition, such non-defaulting Owner shall have a right to enforce such obligation through all applicable legal and equitable remedies.

4.6 Property maintenance.

Each Owner will maintain, or cause to be maintained, in a First Class condition, all Buildings, parking areas and other improvements on its Parcel or Parcels, normal wear and tear and, subject to the provisions of Article 8 hereof, casualty.

4.7 Shared Access Area.

(a) The Owner of the POV Parcel shall be responsible, at its sole cost, for the construction and installation of the access roadway and related landscape and utility improvements (collectively, the "**Shared Access Improvements**") to the Shared Access Area. The installation and construction of the Shared Access Improvements (i) shall be in accordance with plans and specifications approved by the Owner of the Expansion Parcel, which approval

shall not be unreasonably withheld, conditioned, or delayed; (ii) shall be performed in a good and workmanlike manner, with due care, and in compliance with all Governmental Restrictions; and (iii) shall not unreasonably interfere with the pedestrian and vehicular access or parking on any other Parcel.

(b) Notwithstanding anything in this Article 4 or this Agreement to the contrary, prior to the construction of a Building on the Expansion Parcel, the Owner of the POV Parcel will be responsible for the obligations under Section 4.2 and Section 4.4 as to the Shared Access Area. Following the construction of a Building on the Expansion Parcel, the Owner of the Expansion Parcel shall reimburse the Owner of the POV Parcel for fifty percent (50%) of the documented out-of-pocket costs incurred by the Owner of the POV Parcel in performing the obligations under Section 4.4 as to the Shared Access Area. Upon receiving an invoice itemizing such costs, the Owner of the Expansion Parcel shall pay to the Owner of the POV Parcel its fifty percent (50%) share of such costs within fifteen (15) days of receipt of such invoice.

(c) Notwithstanding the foregoing Section 4.7(b), at any time following the commencement of construction of a Building on the Expansion Parcel, the Owner of the Expansion Parcel will have the right (but not the obligation), by giving the Owner of the POV Parcel at least thirty (30) days' prior written notice, to assume, or cause to be assumed, the obligations under Section 4.2 and 4.4 with respect to the Shared Access Area. If the Owner of the Expansion Parcel so exercises such option to assume the obligations under Section 4.2 and 4.4 with respect to the Shared Access Area, the Owner of the Expansion Parcel or its appointed designee will thereafter perform the obligations under Section 4.2 and Section 4.4 with respect to the Shared Access Area, and the Owner of the POV Parcel shall reimburse the Owner of the Expansion Parcel in the same manner required of the Owner of the Expansion Parcel prior to assuming the obligations under Section 4.2 and Section 4.4 with respect to the Shared Access Area as set forth in Section 4.7(b).

(d) In the event that the Shared Access Improvements are still under construction at the time the Owner of the Expansion Parcel commences construction of a Building on the Expansion Parcel, the Owner of the POV Parcel shall coordinate its construction activities with the Owner of the Expansion Parcel so as not to unreasonably interfere with the construction of the Building on the Expansion Parcel. In the event construction of the Shared Access Improvements has not commenced at the time the Owner of the Expansion Parcel commences construction of a Building on the Expansion Parcel, the Owner of the Expansion Parcel will have the right (but not the obligation), by giving the Owner of the POV Parcel at least thirty (30) days' prior written notice, to assume, or cause to be assumed, the right to construct the Shared Access Improvements in accordance with Section 4.7(a) above. If the Owner of the Expansion Parcel so exercises such option to assume the right to construct the Shared Access Improvements, the Owner of the POV Parcel shall reimburse the Owner of the Expansion Parcel for fifty percent (50%) of the documented out-of-pocket costs incurred by the Owner of the Expansion Parcel in constructing the Shared Access Improvements.

Article 5
INSURANCE

5.1 Liability Insurance.

Each Owner will, during the term of this Agreement, except as otherwise expressly set forth herein, maintain, or cause to be maintained, at its sole expense, in full force and effect, with insurance companies authorized to do business in the State of Utah and having a rating by Best's Insurance Reports of not less than A-VII (or if Best's Insurance Reports is not available, with a comparable rating by another comparable insurance rating report), on all property within the Property owned or leased by such Owner and all Buildings and other improvements (including Easement Area improvements) owned or leased by such Owner, a policy or policies of commercial general liability insurance with combined single limits of at least \$5,000,000 (which such limit will be increased on January 1, 2030, and on every tenth (10th) anniversary of such date (each an "Adjustment Date") throughout the duration of this Agreement, by the percentage increase in the Index (calculated by multiplying the then applicable insurance limit by a fraction, the numerator of which will be the Index for the month which is three months before the subject Adjustment Date and the denominator of which will be the Index for the month which is 63 months before such Adjustment Date)), in which all other Owners and any Mortgagee of the other Owners will be named as additional insureds, insuring against any and all liability arising out of the maintenance, use and occupancy of the Building(s) and other improvements located on the property within the Property owned or leased by such Owner. Each Owner will also maintain special form insurance coverage on all Buildings and improvements (including Easement Area improvements, except as set forth below) located upon that portion of the Property leased or owned by such Owner including loss or damage by fire and such other risks as are from time to time included in the special form insurance policies customarily issued in Utah in an amount not less than 100% of the full replacement cost of such Buildings and improvements. Such special form insurance policies will be maintained with good and solvent insurance companies authorized to do business in the State of Utah and having a rating by Best's Insurance Reports of not less than A-VII.

5.2 Certificates.

(a) Each Owner will, upon request thereof from any other Owner, furnish, or cause to be furnished, to the party making such request certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Article.

(b) To the extent that the same does not invalidate any insurance coverage obtained by an Owner, each Owner for itself and, to the extent it is legally possible for it to do so on behalf of its insurer and without affecting the coverage required to be maintained hereunder, hereby releases and waives any claim that it might have against any other Owner for Losses (defined below) which would be covered by any of the insurance required to be carried under this Article whether or not such insurance is actually being maintained. Said mutual waivers will be in addition to, and not in limitation or derogation of, any other waiver or release regarding any Losses to the said property of any Owner. No Owner shall be liable to any other Owner for such covered Losses, irrespective of any negligence on the part of such Owner which may have contributed to such Losses. The provisions of this Section are intended to restrict each Owner

and each Permittee (to the extent permitted by law) to recover against insurance carriers to the extent of such coverage, and to waive fully, and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. Inasmuch as the said mutual waivers will preclude the assignment of any such claim by way of subrogation (or otherwise) to an insurance company (or any other Person) each Owner will give to each insurance company which has issued to it policies of special form insurance, written notice of the terms of said mutual waivers and shall, to the extent such insurance endorsement is available, obtain or cause to be obtained, for the benefit of the other Owners, a waiver of any right of subrogation which the insurer of such Owner might acquire against any other Owner by virtue of the payment of any loss covered by such insurance. In the event any Owner is by law, statute or governmental regulation unable to obtain a waiver of the right of subrogation for the benefit of each other Owner, then, during any period of time when such waiver is unobtainable, said Owner shall be deemed not to have released any subrogated claim of its insurance carrier against the other Owners, and during the same period of time each Owner shall be deemed not to have released the other Owner who has been unable to obtain such waiver from any claims they or their insurance carriers may assert which otherwise would have been released pursuant to this Section. In the event that any Owner is unable to obtain such waiver of the right of subrogation for the benefit of any other Owners, such Owner shall, within thirty (30) days of receiving notice of such inability, give each other Owner written notice of such inability. All such insurance maintained pursuant to this Article will provide that such insurance will not be canceled or amended without ten days' prior written notice to the other Owners.

(c) If any Owner fails to maintain any of the insurance required to be maintained by such Owner pursuant to this Agreement, then any other Owner will have the right to give the defaulting Owner written notice of such default specifying the particulars thereof. The Owner receiving such a notice will have a period of ten days in which to cure such default. If the defaulting Owner does not cure such default within the ten-day period, the Owner(s) giving the notice of default may do so and the curing Owner may then bill the defaulting Owner for the expense incurred, which amount will bear interest at the Default Rate. If the defaulting Owner does not pay the bill within ten days, then the Owner(s) may seek all remedies against the defaulting Owner available at law or in equity.

5.3 Indemnification.

Each Owner (“**Indemnitor**”) covenants and agrees to defend, protect, indemnify and hold harmless each other Owner (“**Indemnitee**”) from and against all claims, including any action or proceedings brought thereon, and all costs, losses, expenses and liability (including reasonable attorney’s fees actually incurred and cost of suit) (collectively, “**Losses**”) arising from or as a result of the negligent acts or omissions or willful misconduct of the Indemnitor or its contractors, agents or other authorized representatives in exercise of the easements or other rights granted by this Agreement or the negligence or willful misconduct by Indemnitor or its contractors, agents or other authorized representatives in the use of any such easements or rights, except to the extent such Losses (i) result from the negligence or willful act or omission of the Indemnitees or their contractors, agents or other authorized representatives, and/or (ii) are mutually released under Section 5.2, but only to the extent of such release, and/or (iii) are covered by the insurance required to be maintained under this Agreement and all rights of subrogation related thereto have been waived. The provisions of this Section shall survive the

expiration or sooner termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

**Article 6
CASUALTY**

Upon any damage or destruction to the portion of a Servient Estate which is subject to an easement granted hereunder then the Owner upon whose Parcel such damage or destruction occurred, at its sole cost and expense, will promptly after the occurrence of the event of damage or destruction, restore, repair or rebuild such damaged or destroyed Easement Areas. Unless the work of restoration, repair, rebuilding or improvement is carried out pursuant to the original plans and specifications for the construction of the Easement Areas, the plans or specifications for such work will be subject to the prior written approval of the Owners. Each affected Owner will use all due diligence to complete such restoration and repair of the Easement Areas as expeditiously as possible so that the same may be available for use as part of the Property with as little delay and as little disruption as circumstances permit.

**Article 7
GENERAL PROVISIONS**

7.1 Injunctive Relief.

Nothing herein shall limit a Required Consenting Owners' right to seek and obtain injunctive or other relief not involving payment of money damages, which right shall be in addition to any and all other rights or remedies allowed under this Agreement or at law or in equity.

7.2 Successors and Assigns.

This Agreement and the restrictions, easements, covenants, benefits and obligations created hereby will inure to the benefit of and be binding upon the Owners and their successors, transferees and assigns; provided, however, that, if any Owner transfers all of its interest in its Parcel, the transferee thereof will automatically be deemed to have assumed and agreed to be bound by the covenants and agreements herein contained, and the transferor will thereupon be released and discharged from any and all obligations under this Agreement accruing after the date of sale.

7.3 Runs With the Land

It is the intent of this Agreement that each and all of the easements, covenants, conditions and restrictions set forth in this Agreement are for the mutual benefit of the Parcels (as hereinafter defined) and every portion of each thereof (except to the extent otherwise stated herein). Subject to Section 7.8 below, the covenants, conditions and restrictions contained in this Agreement will run with the land and be binding upon each of the parties to this Agreement (and upon all Persons claiming under them) and will apply to and bind the respective successors in interest to each of the Parcels and every portion of each thereof, for the benefit of each of the other Parcels and every portion of each thereof, unless Owners owning all of the Property otherwise elect in a writing recorded with the Salt Lake County Recorder. Each and all of the

easements, covenants, conditions, restrictions, and charges set forth in this Agreement are imposed on each portion of and interest in each of the Parcels as mutual equitable servitudes in favor of each and all other portions of and interests in the Parcels (except to the extent otherwise stated herein).

7.4 No Dedication to Public.

Nothing herein contained will be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Owners that this Agreement will be strictly limited to and for the purposes herein expressed.

7.5 No Cancellation.

No breach of this Agreement will entitle any Owner to cancel, rescind or otherwise terminate this Agreement, but such limitation will not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Agreement.

7.6 Survival.

If any clause, sentence or other portion of this Agreement will become illegal, null or void for any reason, or will be held by any court of competent jurisdiction to be so, the remaining portions hereof will remain in full force and effect.

7.7 No Merger.

The ownership of the entire Project by the same party will not affect the termination of this Agreement.

7.8 Mortgagee Protection.

Breach of any of the covenants or restrictions contained in this Agreement will not defeat or render invalid the lien of any Mortgage, but all such covenants and restrictions, subject to the proviso and other qualifications set forth below, shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise; provided, however, that any purchaser or acquirer at such foreclosure sale or in respect of a conveyance in lieu thereof shall only be liable for obligations as an Owner which accrue under this Agreement from and after the date of its acquisition of title. A Mortgagee (or any of its affiliates designated by a Mortgagee) which acquires title to a Parcel by foreclosure, deed in lieu of foreclosure, or otherwise, shall not be liable for any obligations that first accrue under this Agreement after such Mortgagee (or designee) transfers title to another Person. Nothing in this Section 7.8 shall be construed to limit or affect the continuing liability of the Owner of a Parcel for obligations and liabilities arising prior to the date the purchaser or Mortgagee acquires title to the Parcel by foreclosure, deed in lieu of foreclosure, or otherwise.

7.9 Remedies.

Any Owner may prosecute any proceedings at law or in equity against any Person violating or attempting to violate any of the agreements, covenants, conditions and restrictions herein, to prevent it from so doing and/or to recover damages from or on account of such violation. All costs and expenses of any such suit or proceedings, including attorneys' fees, as well as any judgment thereof, will be assessed against the losing party. All remedies set forth herein or otherwise available at law or equity will be cumulative.

7.10 No Third-Party Beneficiary.

Except for provisions in this Agreement which are for the benefit of Mortgagees or Permittees, no rights, privileges or immunities set forth herein will inure to the benefit of any customer, employee, guest, licensee or invitee of any Owner, tenant or occupant of any portion of the Property, nor will any customer, employee, guest, licensee or invitee of such Owner, tenant or occupant be deemed to be a third-party beneficiary of any of the provisions contained herein.

7.11 Condemnation.

In the event of condemnation (or sale under threat of condemnation) by any duly constituted authority for a public or quasi-public use of all or any part of the Property, that portion of the award attributable to the value of the interest in the Parcel so taken will be payable to the Owner of such Parcel and no claim thereon will be made by any other Owner of any part of the Property; provided, however, that the other Owners may file collateral claims with the condemning authority over and above the value of the interest to be taken, provided no such collateral claim will reduce the award to the Owner of the condemned Parcel; provided further, however, that the Owner of any portion of the Property to be taken will properly repair and restore the remaining portion of the Parcel owned by such Owner as nearly as practicable to its condition immediately prior to the condemnation without contribution from any other Owner.

7.12 Captions.

The captions heading the various Articles and Sections of this Agreement are for convenience and identification only, and will not be deemed to limit or define the contents of their respective sections.

7.13 Assignment.

Except as otherwise expressly set forth herein, no Owner will have the right to assign all or any portion of its rights, benefits, duties or obligations under this Agreement except in connection with a transfer or conveyance by such Owner of its interest in the Property (and any conveyance made by Mortgage or other security instrument as security for any obligation or indebtedness will not be deemed to be a transfer or conveyance within the meaning of the foregoing).

7.14 Notices.

(a) Any notice, demand, request or other communication required or permitted to be given by an Owner, occupant or tenant of the Project to another Owner, occupant or tenant hereunder will be in writing, signed by the party giving the notice, and will be given by delivering the same in person, by a recognized overnight courier service which maintains delivery records (such as Federal Express) or by depositing the same in the United States mail, registered or certified, return receipt requested, first class postage, and postage prepaid. All notices will be sent to the respective mailing addresses of the parties hereto at the following addresses, until such addresses are changed as hereinafter provided:

To Highline: Highline Office 1, L.C.
201 South Main Street, Suite 2000
Salt Lake City, Utah 84111
Attn: President

With a copy to: Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, Utah 84111
Attention: Lamont Richardson, Esq.

To Staker: Triple S Investment Co. L.L.C.
6914 S 3000 E #101
Salt Lake City, UT 84121
Attn: Boyd Anderson

With a copy to: _____

Attention:

To Celtic: Celtic Investment Inc.
268 South State Street #300
Salt Lake City, UT 84111
Attn: Leslie Rinaldi

With a copy to: _____

Attention:

To POV: Point of View at Highline, LLC
14528 South POV Quest Way #2
Draper, UT 84020
Attn: Zane Morris

With a copy to: Nelson Christensen Hollingworth & Williams

5292 College Drive, Suite 203
Murray, UT 84123
Attention: Bruce J. Nelson

(b) To any other Owner or its Mortgagee: At such address as such Owner or Mortgagee will designate in writing to the other Owner, or at such Owner's address in the Project if such Owner will fail to designate in writing another address to the other Owners.

(c) Any Owner may change its mailing address at any time by giving written notice of such change to the other Owners in the manner provided herein at least ten days prior to the date such change is effective. Personal service and service by recognized overnight courier service will be deemed to be complete upon receipt and service by mail will be deemed complete on deposit of said notice in the United States mail.

7.15 Estoppel Certificates.

Each Owner will deliver to any other Owner, without charge, within 15 days after request therefor, a written statement setting forth that, to the best of such Owner's knowledge, the requesting Owner is not in default in the performance of any of its obligations under this Agreement (or, if in default, setting forth the nature of such default) and such other information as is customarily required by purchasers and lenders.

7.16 Subdivision.

Each Owner will have the right to subdivide its Parcel. Upon such subdivision, each portion of such subdivided Parcel will be a separate Parcel, and each such separate parcel shall continue to be bound by the obligations of this Agreement.

7.17 Jurisdiction.

Any matter arising between the Owners will be governed by and determined in accordance with the laws of the State of Utah.

7.18 Other Agreements.

Nothing contained in this Agreement will be construed as a limitation on an Owner's right to enter into any supplemental agreement with the grantee or lessee of any Parcel (or portion thereof) on terms and conditions more or less favorable to such grantee or lessee or otherwise different than those contained herein. Nothing in this Agreement shall be construed as amending that certain Amended and Restated Development Agreement dated August 31, 2018, or that certain Infrastructure Reimbursement Agreement dated December 7, 2016, each as amended or modified from time to time, executed by certain of the Owners related to Project, or any other agreements between one or more of the Owners which affect one or more of the Parcels.

7.19 Non-Discrimination.

There will be no discrimination against or segregation of any person, or group of persons on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land of the Parcels, nor will the transferee of any interest in the Parcels or any person claiming under or through such transferee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land of the Parcels.

7.20 Amendment.

Except as otherwise expressly set forth herein, any amendment, termination, or other modification to this Agreement, shall, except as otherwise expressly set forth herein, require the consent of each of the Required Consenting Owners.

7.21 Release of UTA Parcel.

In the event the Utah Department of Transportation (“UDOT”) desires to purchase a portion of the Property, and the relevant Owners desire to sell such portion of the Property, notwithstanding anything to the contrary in this Agreement, each Owner shall execute and deliver a release from this Agreement of the portion of the Property to be designated by the Owner of such portion of the Property for future use by the UDOT (the “UTA Parcel”) within ten (10) days of written request from such Owner; provided, however, that following the release of the UTA Parcel from this Agreement, the remaining portion of the Parcel from which the UTA Parcel is transferred shall constitute a single parcel in compliance with Governmental Restrictions.

Signatures, Acknowledgments, and Exhibits Follow

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

HIGHLINE:

HIGHLINE OFFICE 1, L.C., a Utah limited liability company, by its Manager:

KC GARDNER COMPANY, L.C., a Utah limited liability company

By: 
Name: **CHRISTIAN GARDNER**
Title: Manager

State of Utah)

County of Salt Lake)

On FEBRUARY 1, 2019 before me, SONIA C. PEREZ, a Notary Public, personally appeared CHRISTIAN GARDNER who is a manager of KC Gardner Company, L.C., a Utah limited liability company, the manager of Highline Office 1, L.C., and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



[SIGNATURES CONTINUE ON NEXT PAGE]

STAKER:

**TRIPLE S INVESTMENT CO. L.L.C., a
Utah limited liability company**

By: *[Signature]*
Name: S. Val Staker
Title: Manager

State of Utah)

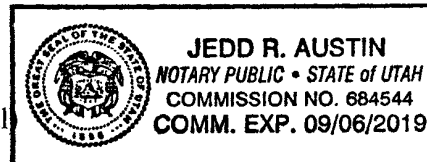
County of Salt Lake)

On FEB 1, 2019 before me, Jedd R. Austin, a Notary Public, personally appeared S. Val Staker, who is the Manager of Triple S Investment Co. L.L.C., a Utah limited liability company, and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Jedd R. Austin* (Seal)



[SIGNATURES CONTINUE ON NEXT PAGE]

CELTIC:

CELTIC INVESTMENT INC., an Illinois corporation

By: Reese S Howell
Name: Reese S Howell
Title: President

State of Utah)

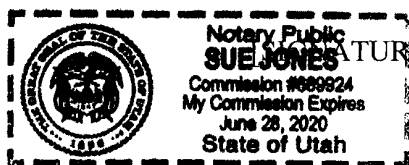
County of Salt Lake)

On 2/5, 2019 before me, Sue Jones, a Notary Public, personally appeared Reese Howell, who is the President of Celtic Investment Inc., an Illinois corporation, and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sue Jones (Seal)



SIGNATURES CONTINUE ON NEXT PAGE]

POV:

POINT OF VIEW APARTMENTS, LLC,
a Utah limited liability company

By: Triton Investments Inc.
Its: Manager

By: *Amy Babcock*
Name: Amy Babcock
Title: President

State of Utah)

County of Salt Lake)

On 5 Feb, 2019 before me, Melinda Jo Beesley, a Notary Public, personally appeared Amy Babcock, who is the President of Triton Investments Inc., the Manager of Point of View Apartments, LLC, a Utah limited liability company, and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Melinda Jo Beesley* (Seal)



Exhibit A

Legal Description of Office Parcel

All of Lot 7 of Pluralsight Subdivision, recorded as Entry No. 12924989, in Book 2019, at Page 038 in the Office of the Salt Lake County Recorder.

Exhibit B

Legal Description of Parking Parcel

All of Lot 8 of Pluralsight Subdivision, recorded as Entry No. 12924989, in Book 2019, at Page 038 in the Office of the Salt Lake County Recorder.

Exhibit C

Legal Description of Staker Parcel

All of Lots 6 and 9 of Pluralsight Subdivision, recorded as Entry No. 12924989, in Book 2019, at Page 038 in the Office of the Salt Lake County Recorder.

Exhibit D

Legal Description of Celtic Parcel

All of Lots 1 and 2 of Highline Subdivision, recorded as Entry No. 12854800, in Book 2018P, at Page 334 in the Office of the Salt Lake County Recorder.

Exhibit E

Legal Description of POV Parcel

All of Lot 4 of Highline Subdivision, recorded as Entry No. 12854800, in Book 2018P, at Page 334 in the Office of the Salt Lake County Recorder.

Exhibit F

Site Plan

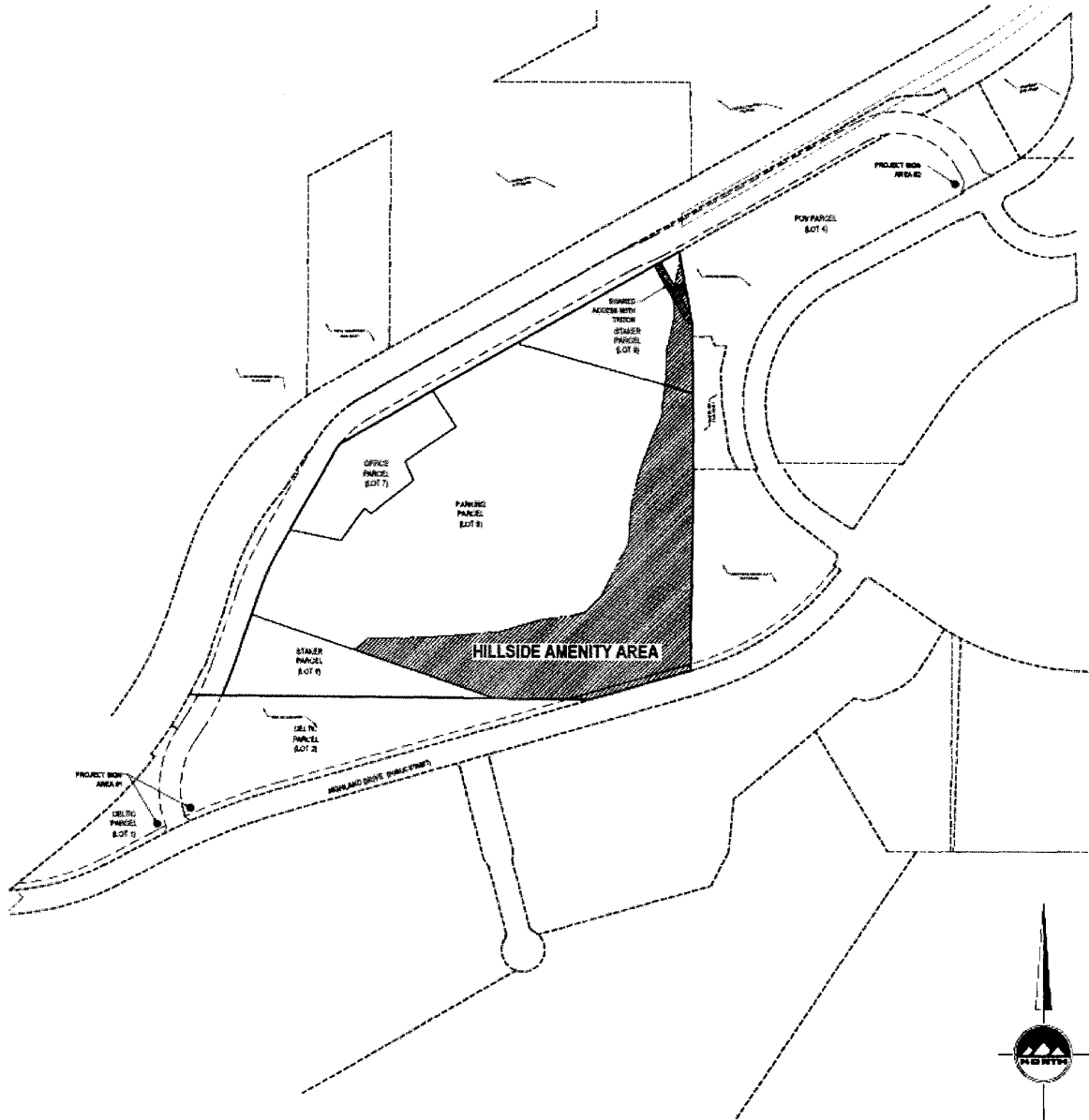


Exhibit G

Legal Description of Expansion Parcel

All of Lot 9 of Pluralsight Subdivision, recorded as Entry No. 12924989, in Book 2019, at Page 038 in the Office of the Salt Lake County Recorder.

Exhibit H

Legal Description of Hotel Parcel

All of Lot 6 of Pluralsight Subdivision, recorded as Entry No. 12924989, in Book 2019, at Page 038 in the Office of the Salt Lake County Recorder.

Exhibit I

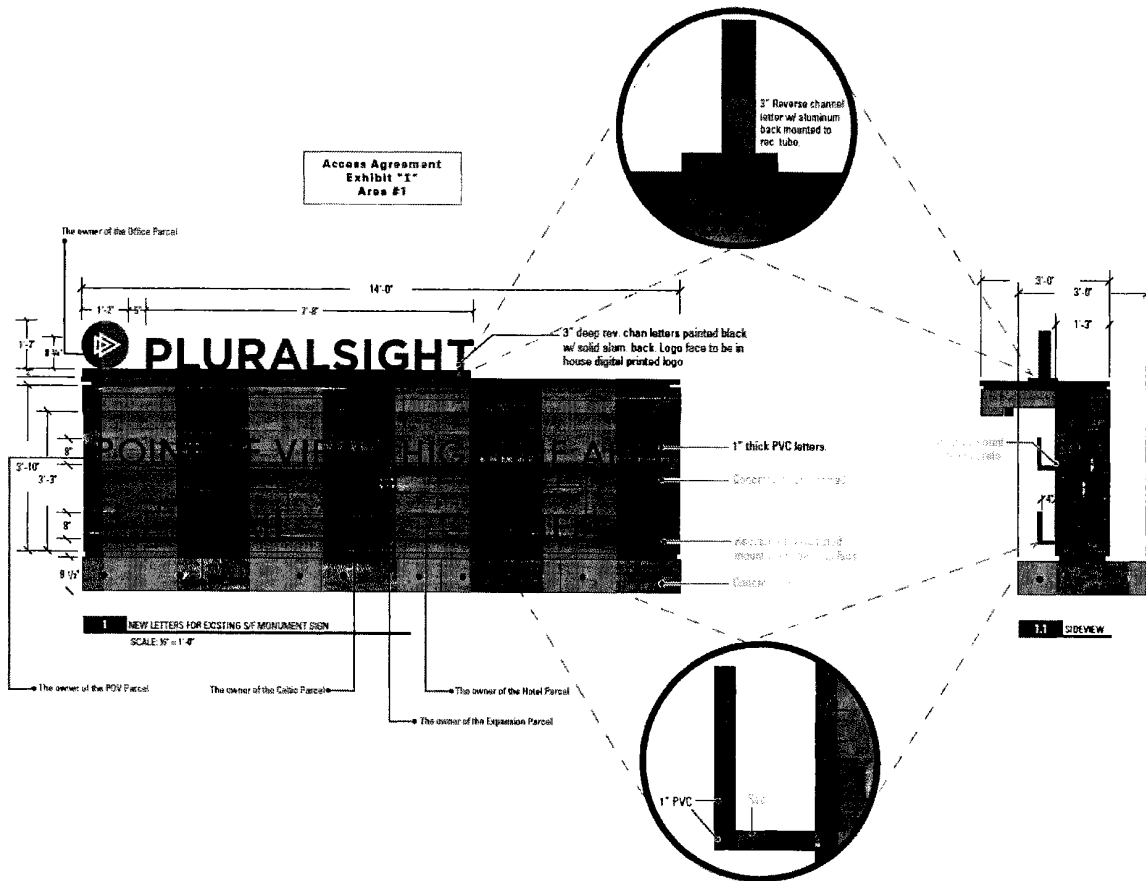
Proportionate Share of Signage

Parcel	Percentage Share
Office Parcel	59.56%
Expansion Parcel	5.00%
Hotel Parcel	5.00%
Celtic Parcel	16.00%
POV Parcel	14.44%

Exhibit J

Sign Panel Areas

Sign Area 1



Sign Area 2

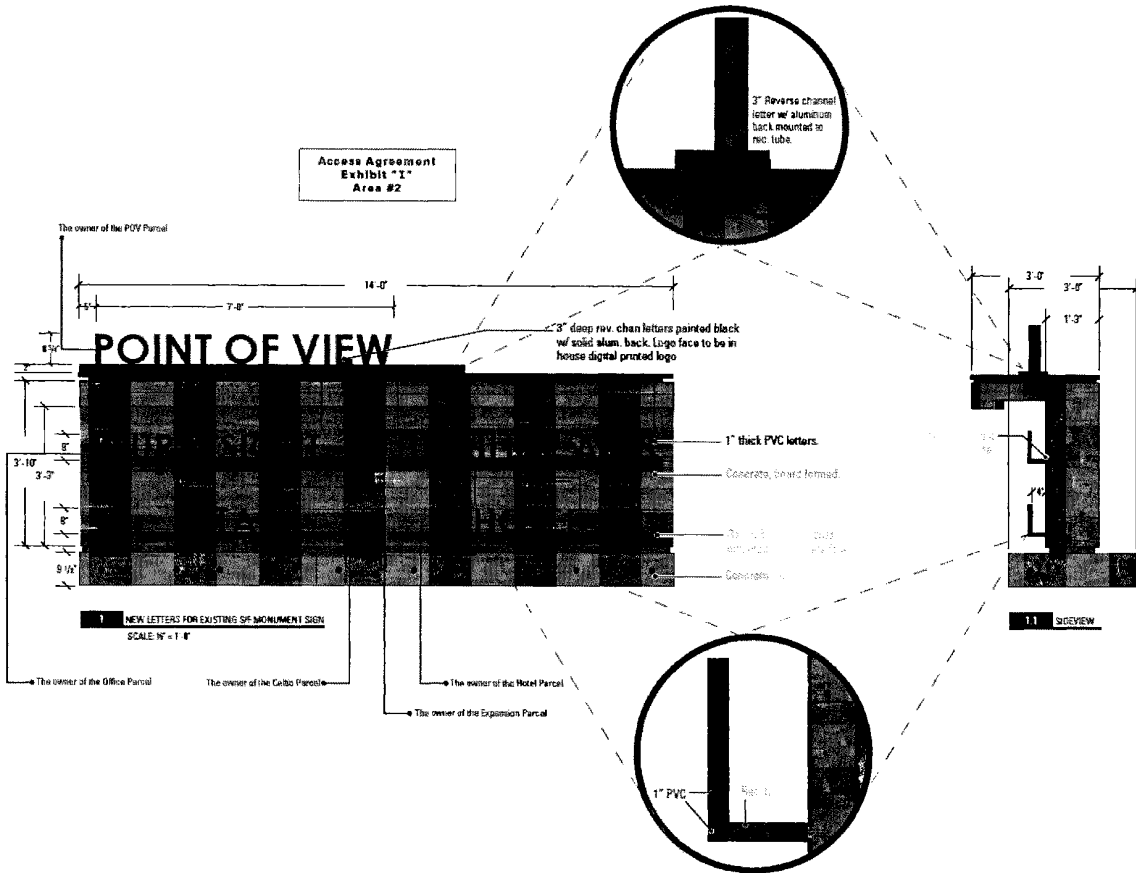


Exhibit K

Legal Description of Shared Access Area

BEGINNING AT A POINT WHICH IS SOUTH 89°51'01" EAST ALONG THE SECTION LINE A DISTANCE OF 1158.33 FEET AND SOUTH 1958.22 FEET FROM THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING THE BEGINNING OF A 432.33 FOOT RADIUS CURVE TO THE LEFT, AND RUNNING THENCE 63.04 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°21'17" (CHORD BEARS NORTH 64°40'18" EAST 62.99 FEET); THENCE NORTH 60°29'40" EAST 74.49 FEET; THENCE SOUTH 08°01'35" EAST 15.90 FEET; THENCE SOUTH 09°06'11" EAST 298.61 FEET; THENCE NORTH 39°16'40" WEST 161.50 FEET; THENCE NORTH 29°29'43" WEST 140.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 22,141 SQUARE FEET OR 0.508 ACRES, MORE OR LESS.

Exhibit K-1

Depiction of Shared Access Area

