

WHEN RECORDED RETURN TO:

Anthem Center, LLC
126 Segoe Lily Drive, Suite 275
Sandy, Utah 84070
Attn: Cory Gust

13314862
6/30/2020 3:21:00 PM \$40.00
Book - 10971 Pg - 2537-2550
RASHELLE HOBBS
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 14 P.

AFFECTS TAX PARCEL NO.: 26251280050000

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT (this "**Agreement**") is made this **30** day of June, 2020, by and among ANTHEM CENTER, LLC, a Utah limited liability company (together with its successors and assigns, "**Anthem**") PLAZA STREET FUND 87, LLC, a Kansas limited liability company ("**Plaza**"), and Mile High Chicken, LLC, a Colorado limited liability company ("**Mile High**"; and together with Anthem and Plaza, each a "**Party**" and collectively, the "**Parties**").

RECITALS:

A. Anthem owns those certain parcels of real property located in Herriman City, Salt Lake County, State of Utah, as described on Exhibit A attached hereto and incorporated herein.

B. The Anthem Parcels (defined below) are subject to that certain document entitled Declaration of Easements and Conditions, dated April 23, 2019 and recorded in the Salt Lake County Recorder's Office as Document 12973216 (as amended, the "**DEC**").

C. Anthem has entered into, and may in the future enter into, one or more purchase agreements pursuant to which Anthem will sell one or more of the Anthem Parcels to third parties.

D. On the date hereof, Anthem agreed to convey one of the Anthem Parcels, as more particularly described on Exhibit B (the "**Plaza Parcel**") to Plaza.

E. Plaza has entered into a lease agreement with Mile High (the "**Mile High Lease**") to operate a business on the Plaza Parcel and will fulfill the duties and obligations associated with landscape maintenance regarding the Plaza Parcel, and the Parties desire to enter into this Agreement to set forth the rights and obligations of Anthem and Plaza with respect to certain landscape maintenance obligations.

NOW, THEREFORE, for the foregoing purposes, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Anthem and Plaza hereby agree as follows.

1. Definitions. Certain terms which are used in this Agreement are defined in this Agreement prior to this Section. In addition to those previously defined terms, the following

terms shall have the meanings indicated:

“Anthem Parcel” means any one of the parcels described on Exhibit A and shall include each future parcel resulting from any subdivision of an Anthem Parcel. For purposes of clarification, the Plaza Parcel is an Anthem Parcel.

“Anthem Parcels” means all of the Anthem Parcels.

“Building” means any building structure, including drive-through facilities and trash enclosures, and any associated appurtenant canopies, supports, loading docks, truck ramps, and other outward extensions, including sidewalks immediately adjacent to any such building structure and areas between such sidewalks and buildings.

“Landscape Areas” means the areas on the Plaza Parcel that are landscaped but do not include the areas between a Building and a sidewalk adjacent to such Building.

“Landscape Maintenance” means the mowing, fertilizing and weeding of the Landscape Areas and the maintenance of the irrigation within the same areas.

“Landscape Maintenance Costs” means, collectively, all costs and expenses incurred in performing the Landscape Maintenance, including, without limitation, costs paid to third Persons actually performing the Landscape Maintenance, plus an administrative fee payable to Anthem equal to ten percent (10%) of all other Landscape Maintenance Costs.

“Mortgage” means a recorded mortgage, deed of trust or other security agreement creating a lien on an Anthem Parcel or a portion of an Anthem Parcel as security for the payment of indebtedness.

“Mortgagee” means a Person which is the mortgagee, beneficiary or other secured party under a Mortgage.

“Owner” means the Person that, at a specified time, is the owner of record in the office of the County Recorder of Salt Lake County, Utah of a fee or an undivided fee interest in an Anthem Parcel or portion of an Anthem Parcel. Anthem and Plaza acknowledge that so long as the Mile High Lease is in effect, Mile High shall be deemed the Owner of the Plaza Parcel for purposes of the rights, duties, and obligations set forth in this Agreement. In the event that, at any time, there is more than one Owner of an Anthem Parcel, the liability of each such Owner 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 Anthem Parcel encumbered by a Mortgage pursuant to foreclosure, trustee’s sale or any arrangement or proceeding in lieu thereof.

“Person” means a natural person, legal entity or trust.

“Plaza Parcel” has the meaning set forth in the recitals hereto.

2. Maintenance of Landscape Areas.

a. Performance of Landscape Area Maintenance. Anthem shall perform the Landscape Area Maintenance within the Landscape Areas on Plaza Parcel. Anthem shall have the right, power and authority to enter into contracts and agreements with third Persons to provide for such maintenance, provided that such contracts and agreements are at competitive market rates. Anthem will cause each contractor to separately bid and allocate the cost of performing the Landscape Maintenance on the Plaza Parcel. Such costs will be reflected in a separate invoice or will be included as a separate line item in an invoice delivered for landscaping on other Anthem Parcels.

b. Obligations of the Owner of the Plaza Parcel. Nothing set forth in this Agreement shall obligate Anthem to (i) maintain any Building on the Plaza Parcel, (ii) maintain any insurance on the Plaza Parcel, (iii) pay any real estate or other taxes attributable to the Plaza Parcel, (iv) make capital improvements on the Plaza Parcel, (v) install or replace landscaping on the Plaza Parcel, (vi) water any landscaping on the Plaza Parcel, (vii) maintain landscaping between a Building and the sidewalks adjacent to such Building, or (viii) perform any other maintenance, repair or restoration obligation under the DEC with respect to the Plaza Parcel, all of which shall remain the sole responsibility of the Owner of the Plaza Parcel.

c. Payment of Costs. Prior to the beginning of each calendar year hereafter, Anthem shall deliver to the Owner of the Plaza Parcel a statement showing the Estimated Costs for such calendar year. **“Estimated Costs”** shall mean Anthem’s estimate of Landscape Maintenance Costs for the Plaza Parcel for a particular calendar year. If Anthem fails to deliver such statement prior to January 1 of the applicable year, until the delivery of such statement, the Estimated Costs shall be deemed to be the same amount of such the Estimated Costs for the prior year; provided, however, if Anthem subsequently furnishes the Owner of the Plaza Parcel a statement of such Estimated Costs, to the extent such updated Estimated Costs are greater than or less than the Estimated Costs paid on a year to date basis, the Owner of the Plaza Parcel shall either receive a credit or make a payment, in the amount of such difference on the next date on which the Owner of the Plaza Parcel makes a payment hereunder. On or before the fifth (5th) day of every month, the Owner of the Plaza Parcel shall pay to Anthem, without offset or deduction, one-twelfth (1/12th) of such the Estimated Costs. Within one hundred twenty (120) days after each calendar year, Anthem shall furnish the Owner of the Plaza Parcel with a written reconciliation statement comparing the actual Landscape Maintenance Costs incurred in the previous calendar year against the amounts paid by the Owner of the Plaza Parcel during the previous calendar year. If the annual reconciliation statement indicates that Landscape Maintenance Costs paid by the Owner of the Plaza Parcel for any year exceeded the actual Landscape Maintenance Costs owing by the Owner of the Plaza Parcel, the excess shall be credited towards the costs owing by such Owner in the next calendar year. If the annual reconciliation statement indicates that Landscape Maintenance Costs paid by such Owner for any year is less than the actual Landscape Maintenance Costs owing by such Owner for such calendar year, such Owner shall pay to Anthem any such deficiency within thirty (30) days of such Owner’s receipt of such reconciliation statement. Every reconciliation

statement given by Anthem shall be conclusive and binding on the Owner of the Plaza Parcel unless within 120 days after the receipt of such statement such Owner shall notify Landlord that it disputes the correctness thereof, specifying the particular respects in which the statement is claimed to be incorrect. If such dispute shall not have been settled by agreement, the Parties hereto shall submit the dispute to arbitration within ninety (90) days after Anthem's receipt of a notice of such dispute. If the dispute shall be determined in the Owner's favor, Anthem shall, within thirty (30) days of the resolution of such dispute, pay the Owner of the Plaza Parcel the amount of such overpayment of Landscape Maintenance Costs. Anthem agrees to grant the Owner of the Plaza Parcel reasonable access to Anthem's books and records pertaining to Landscape Maintenance Costs for the purpose of verifying Landscape Maintenance Costs.

3. Anthem's Obligations. So long as Anthem or any affiliate of Anthem owns an interest in an Anthem Parcel, responsibility for maintenance of the Landscape Areas shall be vested in Anthem or an affiliate who shall maintain the Landscape Areas in accordance with the standards set forth in the DEC and Anthem shall be entitled to reimbursement from the Owner of the Plaza Parcel for costs incurred in connection with such maintenance as set forth in the DEC and this Agreement. In the event Anthem or any affiliate of Anthem no longer owns any of the Anthem Parcels, or in the event Anthem no longer desires to perform its obligations under this Agreement, the Owner of the Plaza Parcel will be responsible for all Landscaping Maintenance.

4. Common Maintenance Area Costs. In addition to the obligations under this Agreement, the Owner of the Plaza Parcel will be responsible to pay its share of the Common Maintenance Area Costs (as defined in the DEC) allocated to the Plaza Parcel in accordance with the DEC.

5. Title and Mortgagee Protection. No amendment to this Agreement shall in any way affect the rights of any Mortgagee pursuant to a Mortgage that is recorded at the time of the recordation of the amendment, or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consents in writing to such amendment. A breach of any of the covenants, provisions, or requirements of this Agreement shall not result in any forfeiture or reversion of title or of any other interest in an Anthem Parcel. A breach of any of the covenants, provisions, or requirements of this Agreement shall not defeat, impair or render invalid the lien of or other rights under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Agreement except the obligation to subordinate its lien or security interest to this Agreement.

6. No Amendment to DEC. Nothing herein shall absolve an Owner of its responsibilities under the DEC; provided the Owner of the Plaza Parcel will not be obligated to pay for any duplicate expenses that may be owing under this Agreement and the DEC. Notwithstanding anything to the contrary, Anthem is retaining all rights as "Anthem" (as such term is used in the DEC) under the DEC.

7. Covenants to Run with Land. This Agreement and the easements and covenants created by this Agreement are intended by the Parties to be, and shall constitute, covenants running with the land as to the Plaza Parcel, and shall be binding upon and shall inure to the benefit of Anthem and each Owner and any Person who acquires or comes to have any interest in the Plaza Parcel, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. Each Owner of the Plaza Parcel shall comply with, and all interests in the Plaza Parcel shall be subject to, the terms of this Agreement. This Agreement will not be binding on the other Anthem Parcels (other than the Plaza Parcel), but will be binding on Anthem so long as Anthem is obligated to perform the Landscape Maintenance under this Agreement. By acquiring, in any way coming to have an interest in, or occupying the Plaza Parcel, the Person so acquiring, coming to have such interest in, or occupying the Plaza Parcel, shall be deemed to have consented to, and shall be bound by, each and every provision of this Agreement.

8. Effective Date. This Agreement, any amendment or termination hereof, and any supplement hereto shall take effect upon being signed by the Parties and it being filed for record in the office of the County Recorder of Salt Lake County, Utah.

9. Titles, Captions and References. All Section titles or captions in this Agreement are for convenience only, shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions of this Agreement. When this Agreement refers to a Section by number or other designation, such reference shall be deemed to be to the correspondingly numbered Section of this Agreement unless the context refers to another agreement, document or instrument.

10. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

11. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules that would apply the law of another jurisdiction.

12. Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart of this Agreement shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

13. Exhibits. All exhibits attached to this Agreement are expressly made a part of and incorporated in this Agreement as fully as though completely set forth in this Agreement.

14. Time of Essence. Time is of the essence of this Agreement.

15. Force Majeure. Anthem shall be excused for the period of any delay in the performance of any obligations under this Agreement when prevented from so doing by any cause or causes beyond Anthem's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of

God.

16. Notice. Any notice, demand or request required hereunder shall be given in writing (at the addresses set forth below) by any of the following means: (a) personal service; (b) electronic communicating (provided if by email a hard copy must be sent by overnight courier to the mailing address listed below); (c) overnight courier; or (d) registered or certified, first class mail, return receipt requested:

If to Anthem:

Anthem Center, L.L.C.
126 Sego Lily Drive, Suite 275
Sandy, Utah 84070
Attn: Cory Gust
Email: cory@arborutah.com

If to Plaza:

Plaza Street Fund 87, LLC
Attn: Bret Elliott
2400 W 75th St, STE 220
Prairie Village, KS 66208
Email: belliott@plazastreetpartners.com

If to Mile High:

Mile High Chicken, LLC
Attn: Rick Stucy
425 Wilcox St., Ste. 210
Castle Rock, CO. 80104
Email: rick@trailstardev.com

A Party's address may be changed by notice to the other Party given in the same manner as above provided. Any notice, demand or request sent pursuant to either subsection (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to subsection (c) shall be deemed received on the business day immediately following deposit with the overnight courier, and, if sent pursuant to subsection (d) shall be deemed received forty-eight (48) hours following deposit in the mail

(Signatures begin on following page)

EXECUTED the day and year first above written.

"ANTHEM"

ANTHEM CENTER, LLC,
a Utah limited liability company,
by its Managers

Arbor Commercial Real Estate L.L.C., a Utah limited
liability company

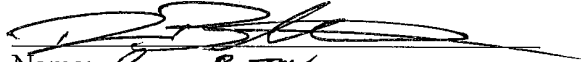
By:



Name: Cory Gust
Title: MANAGER

Anthem Commercial, LLC, a Utah limited liability
company

By:



Name: Ryan Burton
Title: MANAGER

"PLAZA"

PLAZA STREET FUND 87, LLC, a Kansas limited
liability company

By:

<SEE COUNTERPART>

Name:
Title:

"MILE HIGH"

MILE HIGH CHICKEN, LLC, a Colorado limited
liability company

By:

<SEE COUNTERPART>

Name:
Title:

EXECUTED the day and year first above written.

"ANTHEM"

ANTHEM CENTER, LLC,
a Utah limited liability company,
by its Managers

Arbor Commercial Real Estate L.L.C., a Utah limited
liability company

By: <SEE COUNTERPART>
Name:
Title:

Anthem Commercial, LLC, a Utah limited liability
company

By: <SEE COUNTERPART>
Name:
Title:

"PLAZA"

PLAZA STREET FUND 87, LLC, a Kansas limited
liability company

By: Bret A. Elliott
Name: Bret Elliott
Title: President

"MILE HIGH"

MILE HIGH CHICKEN, LLC, a Colorado limited
liability company

By: <SEE COUNTERPART>
Name:
Title:

STATE OF UTAH)
)ss.
County of Salt Lake)

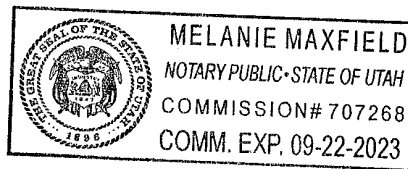
On this 24 day of June, 2020, before me, a Notary Public, personally appeared Cory Gust, known or proved to me to be a manager of Arbor Commercial Real Estate LLC, a Utah limited liability company, a manager of Anthem Center, LLC, a Utah limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public

Residing at



STATE OF UTAH)
)ss.
County of Salt Lake)

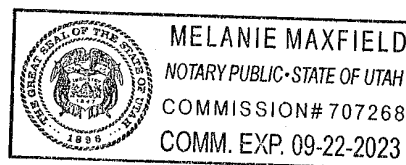
On this 24 day of June, 2020, before me, a Notary Public, personally appeared Ryan Bulton, known or proved to me to be a manager of Anthem Commercial, LLC, a Utah limited liability company, a manager of Anthem Center, LLC, a Utah limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public

Residing at



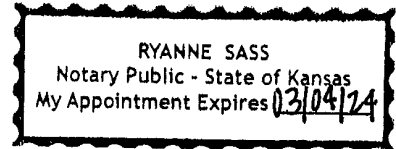
STATE OF KANSAS)
)ss.
County of JOHNSON)

On this 11 day of JUNE 2020, before me, a Notary Public, personally appeared Bret Elliott, known or proved to me to be the President of PLAZA STREET FUND 87, LLC, a Kansas limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Ryanne SASS
Notary Public

Residing at 2400 W 75th St, Ste 200
Prairie Village KS 66208



STATE OF _____)
)ss.
County of _____)

On this ____ day of _____, before me, a Notary Public, personally appeared _____, known or proved to me to be a _____ of MILE HIGH CHICKEN, LLC, a Colorado limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

Residing at

STATE OF KANSAS)
)ss.
County of JOHNSON)

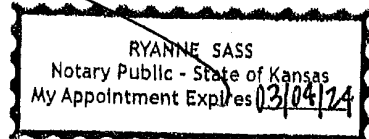
On this 11 day of JUNE 2020, before me, a Notary Public, personally appeared Bret Elliott, known or proved to me to be the President of PLAZA STREET FUND 87, LLC, a Kansas limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public

Residing at 2400 W 75th St, Ste 200
Prairie Village KS 66208



STATE OF COLORADO)
)ss.
County of DOUGLAS)

On this 26 day of JUNE 2020, before me, a Notary Public, personally appeared Rick Sney, known or proved to me to be a MANAGER of MILE HIGH CHICKEN, LLC, a Colorado limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public

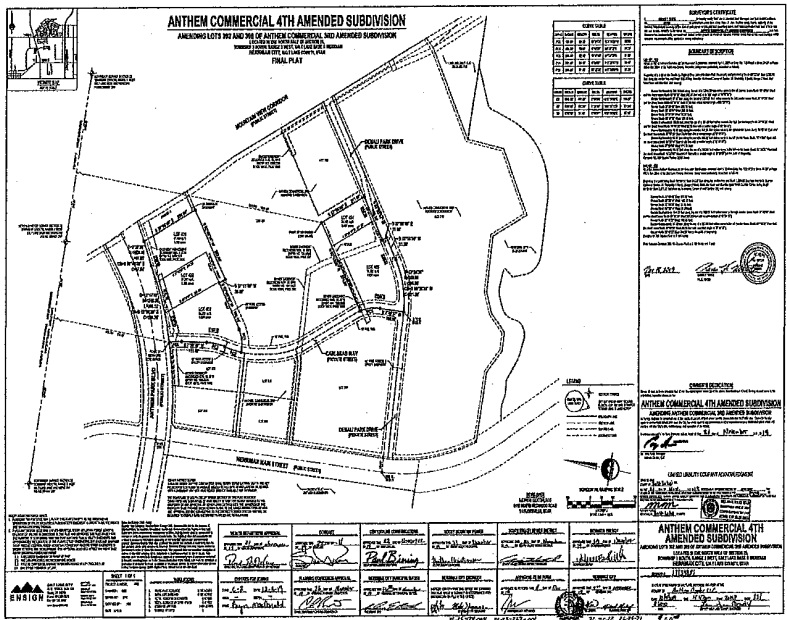
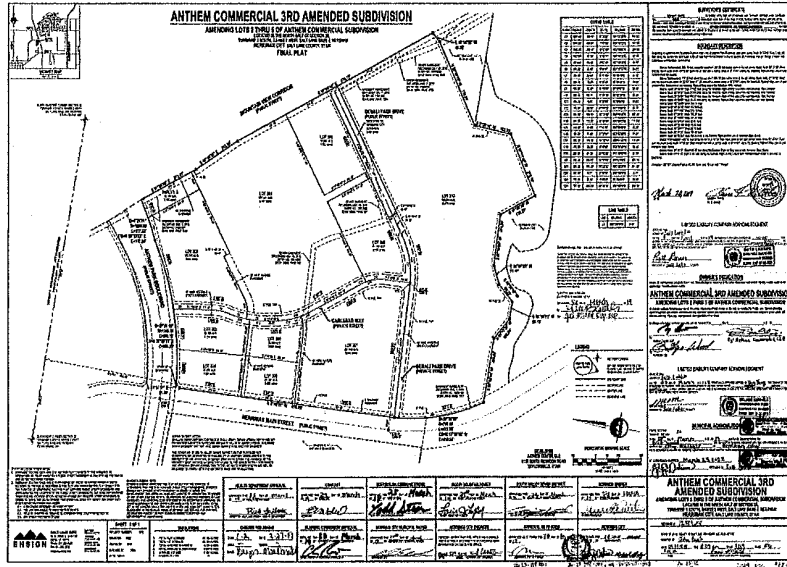
Residing at 425 N Willcox St 210A
CASTLE ROCK CO
80104

ALEXANDRA SABADOS
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20154014749
MY COMMISSION EXPIRES APR 13, 2023

EXHIBIT A

Description of the Anthem Parcels

Lot 303, 304, 305, 306, 307, 309, of the Anthem Commercial 3rd Amended Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder's Office. Lots 401, 402, 403, 404, & 405 of the Anthem Commercial 4th Amended Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder's Office.



Tax ID NOS. 26-25-128-002 THROUGH-006
 26-25-252-002 THROUGH-005

Exhibit "B"

Legal Description of Plaza Parcel

Parcel 1:

Lot 403, Anthem Commercial 4th Amended Subdivision, Amending Lots 302 and 308 of Anthem Commercial 3rd Amended Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

Parcel 2:

A non-exclusive, perpetual easement for access and the ingress, egress and parking as disclosed in that Declaration of Easements and Conditions recorded April 23, 2019 as Entry No. 12973216 in Book 10772 at Page 8661 of Official Records and First Amendment to Declaration of Easements and Conditions recorded August 13, 2019 as Entry No. 13051013 in Book 10815 at Page 8588 of Official Records.

Tax ID: 26-25-128-005