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**GARY W. OTT**  
 RECORDER, SALT LAKE COUNTY, UTAH  
 LANDMARK TITLE  
 BY: ZJM, DEPUTY - WI 33 P.

When recorded return to:

Wade Williams  
 The Boyer Company  
 90 South 400 West, Suite 200  
 Salt Lake City, Utah 84101

### CROSS-ACCESS, DEVELOPMENT AND MAINTENANCE AGREEMENT

THIS CROSS-ACCESS, DEVELOPMENT AND MAINTENANCE AGREEMENT ("**Agreement**") is entered into this 20<sup>th</sup> day of December, 2007, by and between BDN LAND INVESTMENT, L.C. a Utah limited liability company ("**BDN Investment**") and UTAH FIRST FEDERAL CREDIT UNION, a federal corporation ("**Utah First**") (each may also be referred to as "**Party**" or collectively as "**Parties**").

#### RECITALS

WHEREAS, BDN Investment is the owner of certain real property ("**BDN Investment Property**") located in Salt Lake County, State of Utah, more particularly described on the attached as Exhibit "A", which Property is commonly referred to as Lot 4 and which is located near the northeast corner of 11400 South and Bangerter Highway in South Jordan, Salt Lake County, Utah; and

WHEREAS, the Property is intended to be developed pursuant to the Site Plan attached hereto as Exhibit "B" and as specified in that certain Development Agreement dated June 18, 2007 by and between BDN Investment, BDN Retail Land, L.C. a Utah limited liability company ("**BDN Retail**"), BDN Land Development, Inc., a Utah corporation ("**BDN Development**"), WB II Land Investment, L.C., a Utah limited liability company ("**WB II**"); WB III Land Investment, L.C. a Utah limited liability company ("**WB III**") (WBII and WBIII collectively referred to as "**WB**"), and BG VENTURES, LC, a Utah limited liability company, ("**BG**"), attached hereto as Exhibit "C" (the "**Original Development Agreement**"); and

WHEREAS, Utah First is under contract to purchase a parcel of Property designated on the Site Plan as Lot 5 ("**Utah First Property**"), more particularly described on the attached Exhibit "A", which is described in the Development Agreement as owned by BDN Retail; and

WHEREAS, the Parties have agreed to perform certain duties and responsibilities relating to the construction and maintenance of certain improvements on the Property, and desire to memorialize and document their respective duties and responsibilities for such construction, as well as for maintenance and access rights, including sharing of costs and timetables therefor,

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations contained herein, the Parties hereby agree as follows:

## AGREEMENT

1. Cross-Access Easement Agreement. It is the intention of the parties hereto that a driveway be constructed between Lot 4 and Lot 5 as shown on the Site Plan (the "Main Driveway"). With regard to such Main Driveway, the Parties agree as follows:

(a) BDN Investment. BDN Investment hereby grants Utah First, its invitees and licensees a non-exclusive easement for the ingress, egress and access of vehicular and pedestrian traffic over and across the easterly 20 feet of Lot 4, as shown on the Site Plan attached hereto as Exhibit "B"; provided, however, that BDN Investment may, from time to time temporarily block or restrict the easement granted herein as may be reasonably necessary for maintenance, repair and/or construction purposes on the BDN Investment Property.

(b) Utah First. Utah First hereby grants BDN Investment, its invitees and licensees a non-exclusive easement for the ingress, egress and access of vehicular and pedestrian traffic over and across the westerly 20 feet of the Utah First Property, as shown on the Site Plan attached hereto as Exhibit "B"; provided, however, that Utah First may, from time to time temporarily block or restrict the easement granted herein as may be reasonably necessary for maintenance, repair and/or construction purposes on the Utah First Property.

(c) Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the easement areas on the BDN Investment Property or Utah First Property to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the easement areas herein affected, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission, and subject to the control of BDN Investment and Utah First. Notwithstanding any other provisions herein to the contrary, the Parties may periodically restrict ingress and egress from the easement areas on their respective properties in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such at time as to have a minimum effect on the Parties.

(d) Indemnification. The Parties hereto agree to defend, indemnify and hold harmless each other, and their respective managers, trustees, agents, contractors, subcontractors, employees, customers, guests and invitees from and against all claims, losses, demands, expenses and causes of action which may hereafter arise out of or relate to actions or omissions by the other Party, its managers, trustees, agents, contractors, subcontractors, employees, customers, guests and invitees at any time in connection with easements granted herein.

(e) Insurance. The Parties covenant and agree to maintain in full force and effect at all times a policy of commercial general liability insurance (including coverage for contractual liability hereunder) with a liability limit in an amount reasonably agreed upon by the Parties, but at least \$1,000,000 each occurrence and \$2,000,000 aggregate, but not less than an amount which is customary and reasonable for the activities of the type conducted by the Parties on their respective properties. Upon request at any time, the Parties hereto shall deliver to each other a certificate of insurance evidencing the coverage required to be maintained hereunder; and each such certificate shall provide that the policy coverage shall not be modified or terminated without providing at least thirty (30) days prior written notice to the other Party.

(f) Duration. The easements, rights and privileges created hereby shall continue for a period of fifty (50) years, except that if any restrictive covenant set forth herein would expire by operation of law if not renewed, then it shall be automatically renewed for successive ten (10) year periods unless the Parties shall execute and record a statement terminating such restrictive covenant within sixty (60) days of the expiration of such statutory period or any ten (10) year renewal thereof.

2. Main Driveway Construction. BDN Investment and Utah First shall each be responsible for the cost of construction of all Main Driveway improvements located on such parties parcel. Should either BDN Investment or Utah First desire to construct improvements on their parcel prior to completion of the Main Driveway improvements, such party shall construct the Main Driveway improvements on the other parcel and shall be reimbursed by the other party for its costs in doing so. All improvements constructed on the other party's parcel shall be constructed according to plans and specifications reasonably approved by the property owner.

3. BDN Investment Construction Responsibilities. BDN Investment shall arrange to have constructed and rough graded the detention basin located on the east end of the Utah First Property and shown on the Site Plan at Exhibit "B" ("**Detention Basin**") at its sole cost and expense.

4. Utah First Construction Responsibilities.

(a) Utah First shall arrange to have constructed at its sole cost and expense a post and panel fence along the East property line of the Utah First Property.

(b) Utah First shall install and maintain an irrigation system and landscape the Detention Basin ("**Detention Basin Landscaping**"). The cost of installation of the Detention Basin Landscaping shall be paid twenty percent (20%) by Utah First and eighty percent (80%) by BG. All such costs shall be paid within thirty (30) days of receipt of an invoice from Utah First.

5. Maintenance Responsibilities.

(a) BDN Investment. BDN Investment shall be responsible for the maintenance of the round-about within 11400 South ("**Round-About**"), with Utah First responsible to reimburse BDN Investment for 6.26 percent of such costs.

(b) Utah First:

- i. Utah First shall maintain the Utah First Property in a first-class manner.
- ii. Utah First shall be responsible for the maintenance of the Detention Basin Landscaping on a pro-rata share basis with the other owners of Lots 2, 3, 4, 5, and a portion of Lot 6.

6. Utah First Exclusive. BDN Investment agrees to cause to be recorded against Lot 1, Lot 2, Lot 3 and Lot 4 the following use restriction:

With the exception of a full-service bank, mortgage lender or stock brokerage, no credit union or other financial institution, including any check cashing or loan center may be operated on Lot 2, Lot 3, Lot 4 or on the front two hundred feet (200') of Lot 1 abutting 11400 South Street, without the prior written consent of Utah First, which consent may be withheld in Utah First's sole discretion. Utah First's exclusive rights described in this Section shall continue for the lesser of (a) fifteen (15) years from the date of this Agreement, or (b) until Utah First ceases to operate on the Utah First Property.

7. McDonald's Exclusive. Lot 5 is hereby restricted as follows:

No portion of Lot 5 shall be leased, used or occupied as a restaurant, food service establishment, drive-in, drive-thru or walk-up eating facility. The terms "restaurant, food service establishment, drive-in, drive-thru or walk-up eating facility" shall apply to any type of food service establishment which derives its primary revenue from the sale of hamburgers; provided, however, the incidental sale of hamburgers (defined as not more than twenty-five percent (25%) of gross sales) shall be permitted. Provided that any food service establishment which offers as the primary method of service, for all meal times, food and drink orders taken by and served by a waiter or waitress at the customer's table is excluded from the term "restaurant, food service establishment, drive-in, drive-thru or walk-up eating facility". In addition, and not by way of example, the following restaurants operating under the listed trade names, or operating under any successor trade names, are prohibited within the areas, and for the time period specified:

Apollo Burgers	Arby's	Astro Burgers
Atlanta Burgers	A & W	Backyard Burgers
Arctic Circle	Burger Chef	Burger King
Burger Street	Carl's Jr.	IceBerg Drive-In
Checkers	Cheeburger, Cheeburger	Olympic Burgers
Crown Burgers	Crystal Burgers	Rally's
Dairy Queen	Hire's Big H	Roy Rogers
In and Out Burgers	Hardee's	Steak 'N' Shake
Rax	Jack-in-the-Box	Wendy's

Sonic  
Tim Horton's

Johnny Rockets  
5-N-Diner

White Castle  
Whataburger

8. Covenants Running with the Land. The terms and conditions contained in this Agreement shall inure to the benefit of, and be binding upon the Parties hereto and their respective successors and assigns, and shall be "covenants running with the land".

9. Timing. The Parties agree to commence and complete their required construction and improvements as quickly as is reasonably possible. The Parties agree to mutually cooperate in the completion of the obligations contained herein, including, but not limited to the roadway construction and the installation of the various utilities necessary to service the Parties' developments.

10. Remedies. The Parties agree that should either Party default in the commencement or completion of its duties and responsibilities set forth above, that the other Party may (after 15 days advance written notice to the other), but at its sole option, undertake the uncompleted duties and responsibilities of the other in order to ensure that all required work is done in a timely manner. In such an event, the defaulting Party shall immediately reimburse the other Party for the costs and expenses incurred in completing the incomplete work.

11. Miscellaneous.

(a) No Waiver. A Party's failure to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein, or conformance with any of the time frames set forth herein shall not be deemed a waiver of any rights or remedies that said Party may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained herein, or conformance with any time frames required for performance by the same Party.

(b) Default/Attorneys Fees. The Parties agree that in case of default of the obligations and duties set forth herein, the non-defaulting Party shall be entitled to all costs and fees incurred to enforce the same, including attorneys' fees.

(c) Modifications. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by both Parties.

(d) Entire Agreement. This Agreement contains the entire agreement of the Parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Agreement alone sets forth the terms on which the Parties have mutually agreed. Each Party specifically agrees that it enters into this Agreement based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other Party. Each Party agrees that this Agreement is the result of good faith arms length negotiations.

(e) No Other Relationship. This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the

relationship between the Parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the Parties as to a new, specifically defined legal relationship.

(f) Successors. It is mutually understood and specifically agreed that this Agreement is binding upon the respective heirs, successors, administrators, executors, and assigns of the Parties hereto.

(g) Applicable Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah and any dispute with respect to it and the rights and duties thereby created shall be litigated in the Third Judicial District Court for the State of Utah.

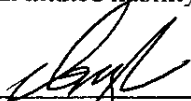
**IN WITNESS WHEREOF**, the Parties have executed this Agreement effective on the day, month and year referenced above.

(Signature Page Follows)

BDN LAND INVESTMENT, L.C.,  
a Utah limited liability company by its Manager

Address:  
90 South 400 West  
Salt Lake City, UT 84101

THE BOYER COMPANY, L.C.,  
a Utah limited liability company

  
By: Devon M. Glenn  
Its: Manager

UTAH FEDERAL FIRST CREDIT UNION,  
a federal corporation

Address:  
208 East 800 South  
Salt Lake City, UT 84111

By: Darin B. Moody  
Its: President/CEO

STATE OF UTAH  
COUNTY OF SALT LAKE

On the 19 day of December, 2007 personally appeared Devon M. Glenn as Manager of THE BOYER COMPANY, L.C., the Manager of BDN LAND INVESTMENT, L.C., and duly acknowledged to me that he executed the foregoing document.



Misty Landward  
Notary Public

STATE OF UTAH  
COUNTY OF SALT LAKE

On the \_\_\_\_ day of \_\_\_\_\_, 2007 personally appeared Darin B. Moody as President/CEO of UTAH FIRST FEDERAL CREDIT UNION, a federal corporation and duly acknowledged to me that he executed the foregoing document.

\_\_\_\_\_  
Notary Public

**BDN LAND INVESTMENT, L.C.,**  
a Utah limited liability company by its Manager

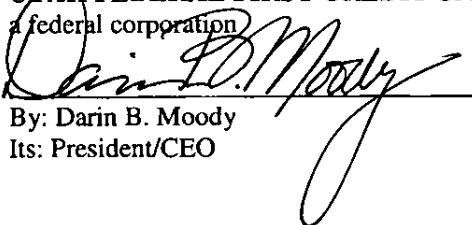
Address:  
90 South 400 West  
Salt Lake City, UT 84101

**THE BOYER COMPANY, L.C.,**  
a Utah limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**UTAH FEDERAL FIRST CREDIT UNION,**  
a federal corporation

Address:  
208 East 800 South  
Salt Lake City, UT 84111

  
By: Darin B. Moody  
Its: President/CEO


STATE OF UTAH  
COUNTY OF SALT LAKE

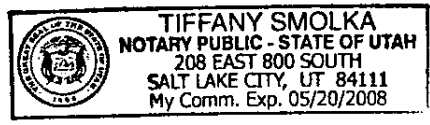
On the \_\_\_\_\_ day of \_\_\_\_\_, 2007 personally appeared \_\_\_\_\_ as  
\_\_\_\_\_ of THE BOYER COMPANY, L.C., the Manager of BDN LAND  
INVESTMENT, L.C., and duly acknowledged to me that he executed the foregoing document.

\_\_\_\_\_  
Notary Public

STATE OF UTAH  
COUNTY OF SALT LAKE

On the 14th day of December, 2007 personally appeared Darin B. Moody as  
President/CEO of UTAH FIRST FEDERAL CREDIT UNION, a federal corporation and duly  
acknowledged to me that he executed the foregoing document.

  
\_\_\_\_\_  
Notary Public





**EXHIBIT "A"**

**Property**

**EXHIBIT "A"**

Real property situated in the County of Salt Lake, State of Utah

**Description of BDN Investment Property**

Lot 4, **THE NORTH DISTRICT – A Multiple Use Subdivision**, according to the official plat thereof, filed in Book "2007P" of Plats, at Page 413 of the Official Records of the Salt Lake County Recorder.

[For reference only: Tax Parcel No. 27-20-177-002 and Tax Parcel No. 27-20-177-003]

**Description of Utah First Property**

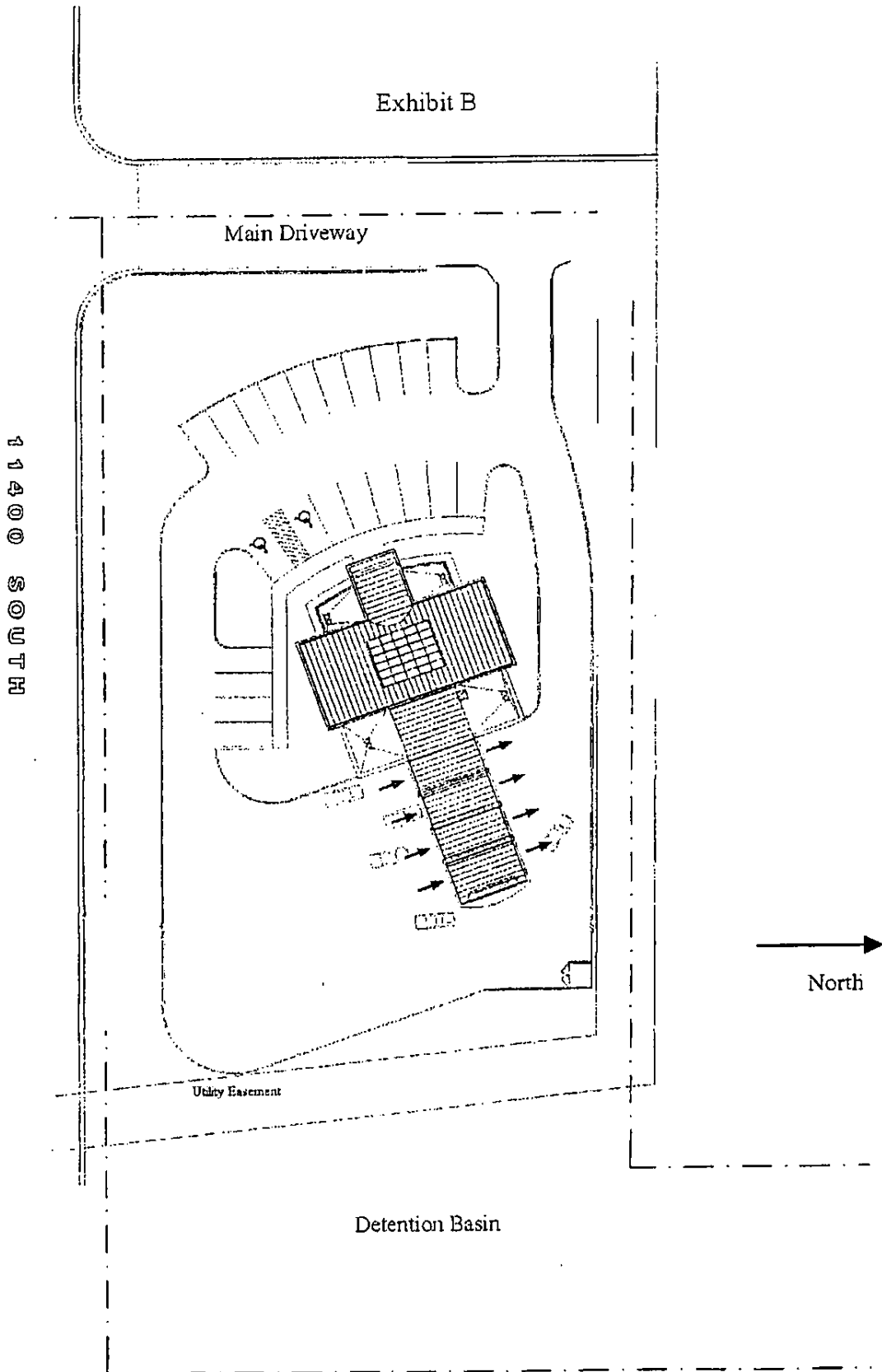
Lot 5, **THE NORTH DISTRICT – A Multiple Use Subdivision**, according to the official plat thereof, filed in Book "2007P" of Plats, at Page 413 of the Official Records of the Salt Lake County Recorder.

[For reference only: Tax Parcel No. 27-20-177-004 and Tax Parcel No. 27-20-177-005]

**EXHIBIT "B"**

**Site Plan**

Exhibit B



**EXHIBIT "C"**

**Original Development Agreement**

EXHIBIT "C"

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement") is executed effective the 18 day of June, 2007, by and between BDN RETAIL LAND, L.C. a Utah limited liability company ("Retail"); BDN LAND INVESTMENT, L.C. a Utah limited liability company ("Investment"); BDN LAND DEVELOPMENT, INC., a Utah corporation, ("Development"); WB II LAND INVESTMENT, L.C., a Utah limited liability company ("WB II"); WB III LAND INVESTMENT, L.C., a Utah limited liability company ("WB III") (WB II and WB III are jointly hereinafter referred to as "WB"); and BG VENTURES, LC, a Utah limited liability company, ("BG") (each may also be referred to as "Party" or collectively as "Parties").

**RECITALS**

A. Retail, Investment, Development, WB, and BG are the owners of certain real property ("Property") located in Salt Lake County, State of Utah, more particularly described on the attached as Exhibit "A", which Property consists of APPROXIMATELY 90.13 acres and is located near the northeast corner of 11400 South and Bangerter Highway in South Jordan, Salt Lake County, Utah. The Property is intended for development by the Parties pursuant to the Site Plan attached hereto as Exhibit "B":

B. Retail owns the property designated on the attached Site Plan as Lot 5 ("Retail Property") which consists of approximately 2.076 acres, and the property further described on the attached Site Plan as proposed River Heights Drive and 11400 South roadway areas;

C. Investment owns the property designated on the attached Site Plan as Lots 2, 3, 4, 8, and 9 ("Investment Property") which consists of approximately 5.584 acres;

D. Development owns the property designated on the attached Site Plan as Lot 7 ("Development Property") which consists of approximately 19.502 acres;

E. WB II and WB III jointly own the property designated on the attached Site Plan as Lot 1 ("WB Property") which consists of approximately 29.500 acres;

F. BG owns the property designated on the attached Site Plan as Lot 6 ("BG Property") which consists of approximately 26.360 acres;

G. The Parties intend to each develop their respective parcels of property and recognize that certain improvements will affect adjacent parcels;

H. The Parties have agreed to perform certain duties and responsibilities relating to the installation of roads, utilities, other improvements, etc. and pursuant to this Agreement, the Parties desire to memorialize and document their respective duties and responsibilities for such installation, sharing of costs, and timetables for construction for such items. As used on the exhibits hereto in determining cost allocation, the Investment Property (less Lot 9) and Retail Property may at times be collectively referred to as "Boyer Retail," the WB Property and Lot 9 may at times be collectively referred to as

"Boyer Office," the BG Property may at times be referred to as "Garbett Homes," and the Development Property may at times be referred to as "Boyer Single Family." In addition, as used on the exhibits hereto, "land to land" calculations will exclude the portion of Lot 5 used as a detention basin, Lot 8, Lot 9 and River Heights Drive

I. The Property needs formal subdivision plat approval from the city of South Jordan and the Parties have agreed, as further set forth below, to cooperate in obtaining such formal subdivision plat approval according to the Site Plan attached hereto as Exhibit "A";

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations contained herein, the Parties hereby agree as follows:

1. SPECIFICATIONS FOR INSTALLATIONS OF IMPROVEMENTS. The Parties agree that all improvements installed pursuant to this Agreement shall be completed in conformity with the existing and applicable requirements of South Jordan City and any other governmental or quasi-governmental body having jurisdiction over the same.

2. TIMETABLE FOR COMPLETION OF IMPROVEMENTS. The Parties agree to use good faith efforts to ensure that all improvements installed pursuant to this Agreement are completed as quickly as reasonably possible, recognizing that each of the Parties hereto has a vested interest in developing their respective properties without undue delay and that construction and completion of the improvements set forth below affects the ability of each of the Parties to develop their own properties.

3. ROADWAYS WITHIN THE PROPERTY. The roadways within the Property are more particularly described on the attached as Exhibit "C" and are intended to be constructed as follows:

(a) The roadways delineated on Exhibit "C" that are marked in green and/or purple color shall be the responsibility of Development to install, with the costs thereof to be paid pursuant to the key set forth on Exhibit "C" within thirty (30) days of receipt of invoices.

(b) The roadways delineated on Exhibit "C" that are marked in pink or blue color shall be constructed by the party which needs the roadway developed first, with all reasonable costs to be paid pursuant to the key set forth on Exhibit "C" within thirty (30) days from the date of receipt of invoices.

(c) All other roadways shall be constructed by the owner of the property upon which the roadway is constructed, with the cost of such roadway to be paid pursuant to the key set forth on Exhibit "C."

4. WATER LINES WITHIN THE PROPERTY. The water lines within the Property are more particularly described on the attached as Exhibit "D" and are intended to be constructed as follows:

(a) The water lines delineated on Exhibit "D" that are located in public rights of way described in Paragraph 3(a) above, together with all other lines shown in dark blue, shall

be shall be the responsibility of Development to install, with costs to be borne pursuant to the key set forth on Exhibit "D" within thirty (30) days from the date of receipt of invoices.

(b) All other water lines delineated on Exhibit "D" shall be the responsibility of the party first needing the lines constructed, with costs to be borne pursuant to the key set forth on Exhibit "D" within thirty (30) days from the date of receipt of invoices.

5. SANITARY SEWER LINES WITHIN THE PROPERTY. The sanitary sewer lines within the Property are more particularly described on the attached as Exhibit "E" and are intended to be constructed as follows:

(a) The sewer lines delineated on Exhibit "E" that are located within public streets described in Paragraph 3(a) above shall be the responsibility of Development to install, with all costs to be paid pursuant to the key set forth on Exhibit "E" within thirty (30) days from the date of receipt of invoices.

(b) All other sewer lines delineated on Exhibit "E" shall be the responsibility of the party first needing the lines constructed, with costs to be borne pursuant to the key set forth on Exhibit "E" within thirty (30) days from the date of receipt of invoices.

6. STORM DRAINS WITHIN THE PROPERTY. The storm drains and detention/retention basins within the Property are more particularly described on the attached as Exhibit "F" and are intended to be constructed as follows:

(a) The storm drains delineated on Exhibit "F" that are located within public streets described in Paragraph 3(a) above, and the storm drain line marked in dark purple, shall be the responsibility of Development to install, with all costs to be paid pursuant to the key set forth on Exhibit "F" within thirty (30) days from the date of receipt of invoices.

(b) All other storm lines delineated on Exhibit "F" shall be the responsibility of the party first needing the lines constructed, with costs to be borne pursuant to the key set forth on Exhibit "F" within thirty (30) days from the date of receipt of invoices.

(c) The detention/retention basins located on Lot 5 and Lot 8 of the Site Plan shall be the responsibility of Development to construct, with all costs to be paid pursuant to the key set forth on Exhibit "F" within thirty (30) days from the date of receipt of invoices.

7. MISCELLANEOUS IMPROVEMENTS.

Improvements to 11400 South Street and the round-about within 11400 South, including, but not limited to curb, gutter, sidewalk, paving and landscaping, and relocating the UP&L power line along 11400 South out of the proposed right of way for the road, shall be the responsibility of Development to install, with the cost to be paid by the parties hereto, pro-rata, on a land to land basis. All engineering and design costs for the improvements located within public rights of way described in Paragraph 3(a) above, shall be paid pursuant to the cost sharing formula used to calculate the cost sharing of the improvements described in Paragraph 3(a) above.



8. DEDICATION OF RIVER HEIGHTS DRIVE TO SOUTH JORDAN CITY.

The parties acknowledge that the portion of the Property shown on the Site Plan as River Heights Drive will be dedicated to South Jordan City upon filing of the Plat. All parties hereto agree to work in good faith to execute and file the plat.

9. MUTUAL COOPERATION/TIME.

The Parties agree to commence and complete their required construction and improvements as quickly as is reasonably possible. The Parties agree to mutually cooperate in the completion of the obligations contained herein, including, but not limited to the roadway construction and the installation of the various utilities necessary to service the Parties' developments.

10. REMEDIES.

The Parties agree that should either Party default in the commencement or completion of its duties and responsibilities set forth above, that the other Party may (after 15 days advance written notice to the other), but at its sole option, undertake the uncompleted duties and responsibilities of the other in order to ensure that all required work is done in a timely manner. In such an event, the defaulting Party shall immediately reimburse the other Party for the costs and expenses incurred in completing the incomplete work.

11. MISCELLANEOUS.

- a. No Waiver. A Party's failure to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein, or conformance with any of the time frames set forth herein shall not be deemed a waiver of any rights or remedies that said Party may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained herein, or conformance with any time frames required for performance by the same Party.
- b. Default/Attorneys Fees. The Parties agree that in case of default of the obligations and duties set forth herein, the non-defaulting Party shall be entitled to all costs and fees incurred to enforce the same, including attorneys fees.
- c. Covenant. It is the intention of the Parties hereto that this Agreement shall be a covenant personal to the Parties.
- d. Modifications. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by both Parties.
- e. Entire Agreement. This Agreement contains the entire agreement of the Parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Agreement alone sets forth the terms on which the Parties have mutually agreed. Each Party specifically agrees that it enters into this Agreement based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other Party. Each Party agrees that this Agreement is the result of good faith arms length negotiations.

- e. Entire Agreement. This Agreement contains the entire agreement of the Parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Agreement alone sets forth the terms on which the Parties have mutually agreed. Each Party specifically agrees that it enters into this Agreement based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other Party. Each Party agrees that this Agreement is the result of good faith arms length negotiations.
- f. No Other Relationship. This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the Parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the Parties as to a new, specifically defined legal relationship.
- g. Successors. It is mutually understood and specifically agreed that this Agreement is binding upon the respective heirs, successors, administrators, executors, and assigns of the Parties hereto.
- h. Applicable Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah and any dispute with respect to it and the rights and duties thereby created shall be litigated in the Third Judicial District Court for the State of Utah.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement effective on the day, month and year referenced above.

**BDN RETAIL LAND, L.C.,**  
a Utah limited liability company by its Manager


Address:  
90 South 400 West  
Salt Lake City, UT 84101

**THE BOYER COMPANY, L.C.,**  
a Utah limited liability company

By:   
Its: Steven B. Ostler  
Manager

**BDN LAND DEVELOPMENT, INC.,**  
a Utah corporation


Address:  
90 South 400 West  
Salt Lake City, UT 84101

By:   
Its: Steven B. Ostler  
Vice President

**BDN LAND INVESTMENT, L.C.,**  
a Utah limited liability company by its Manager

Address:  
90 South 400 West  
Salt Lake City, UT 84101


**THE BOYER COMPANY, L.C.,**  
a Utah limited liability company

  
By: \_\_\_\_\_  
Its: **Steven B. Ostler**  
**Manager**

**WB II LAND INVESTMENT, L.C.,**  
a Utah limited liability company by its Manager

Address:  
90 South 400 West  
Salt Lake City, UT 84101

**THE BOYER COMPANY, L.C.,**  
a Utah limited liability company

  
By: \_\_\_\_\_  
Its: **Steven B. Ostler**  
**Manager**

**WB III LAND INVESTMENT, L.C.,**  
a Utah limited liability company by its Manager

Address:  
90 South 400 West  
Salt Lake City, UT 84101

**THE BOYER COMPANY, L.C.,**  
a Utah limited liability company

  
By: \_\_\_\_\_  
Its: **Steven B. Ostler**  
**Manager**

**BG VENTURES, L.C.,**  
a Utah limited liability company

Address:  
8438 South Gad Way  
Sandy, UT 84093

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Its: \_\_\_\_\_

**WB II LAND INVESTMENT, L.C.,**  
a Utah limited liability company by its Manager

**THE BOYER COMPANY, L.C.,**  
a Utah limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Address:  
90 South 400 West  
Salt Lake City, UT 84101

**WB III LAND INVESTMENT, L.C.,**  
a Utah limited liability company by its Manager

**THE BOYER COMPANY, L.C.,**  
a Utah limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Address:  
90 South 400 West  
Salt Lake City, UT 84101

**BG VENTURES, L.C.,**  
a Utah limited liability company

Address:  
8438 South Gad Way  
Sandy, UT 84093

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH  
COUNTY OF SALT LAKE

On the 19<sup>th</sup> day of June, 2007 personally appeared Steven B. Oster  
as Manager of THE BOYER COMPANY, L.C., the Manager of WBIII LAND  
INVESTMENT, L.C., and duly acknowledged to me that he executed the foregoing document.



Rachael N. Niusulu  
Notary Public

STATE OF UTAH  
COUNTY OF SALT LAKE

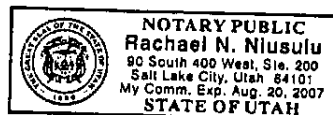
On the 19<sup>th</sup> day of June, 2007 personally appeared Steven B. Oster  
as Manager of THE BOYER COMPANY, L.C., the Manager of BDN RETAIL  
LAND, L.C., and duly acknowledged to me that he executed the foregoing document.



Rachael N. Niusulu  
Notary Public

STATE OF UTAH  
COUNTY OF SALT LAKE

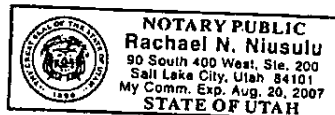
On the 19<sup>th</sup> day of June, 2007 personally appeared Steven B. Oster  
as Vice President of BDN LAND DEVELOPMENT, INC. and duly acknowledged to me  
that he executed the foregoing document.



Rachael N. Niusulu  
Notary Public

STATE OF UTAH  
COUNTY OF SALT LAKE

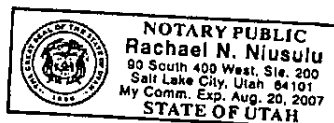
On the 19<sup>th</sup> day of June, 2007 personally appeared Steven B. Oster  
as Manager of THE BOYER COMPANY, L.C., the Manager of BDN LAND  
INVESTMENT, L.C., and duly acknowledged to me that he executed the foregoing document.



Rachael N. Niusulu  
Notary Public

STATE OF UTAH  
COUNTY OF SALT LAKE

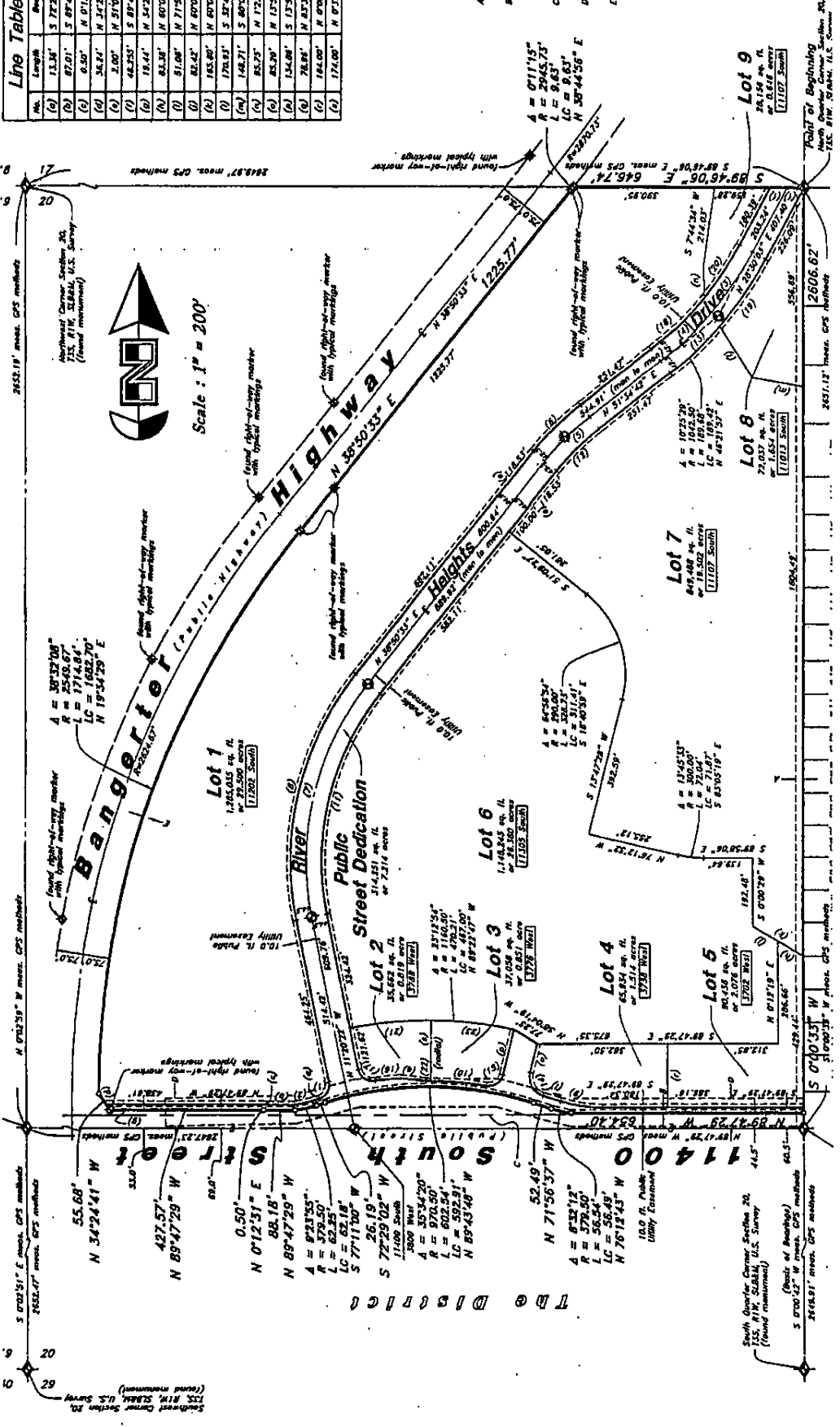
On the 19<sup>th</sup> day of June, 2007 personally appeared Steven B. Oster  
as Manager of THE BOYER COMPANY, L.C., the Manager of WBII LAND  
INVESTMENT, L.C., and duly acknowledged to me that he executed the foregoing document.



Rachael N. Niusulu  
Notary Public

No.	Length	Bearing
(1)	13.81'	S 72°29'02" W
(2)	82.01'	S 87°47'29" E
(3)	0.50'	N 01°12'31" E
(4)	54.21'	N 12°24'41" W
(5)	2.00'	N 87°09'57" E
(6)	44.255'	S 87°47'29" E
(7)	18.44'	N 87°24'41" W
(8)	84.58'	N 07°02'32" W
(9)	51.00'	N 71°58'37" W
(10)	82.42'	N 87°09'57" E
(11)	165.80'	N 07°02'32" W
(12)	178.81'	S 87°47'29" E
(13)	148.71'	S 80°51'39" E
(14)	82.75'	N 72°29'18" W
(15)	82.90'	N 13°29'35" E
(16)	144.00'	S 13°29'35" E
(17)	78.88'	N 83°52'40" W
(18)	164.00'	N 07°02'32" E
(19)	174.00'	N 07°17'15" E

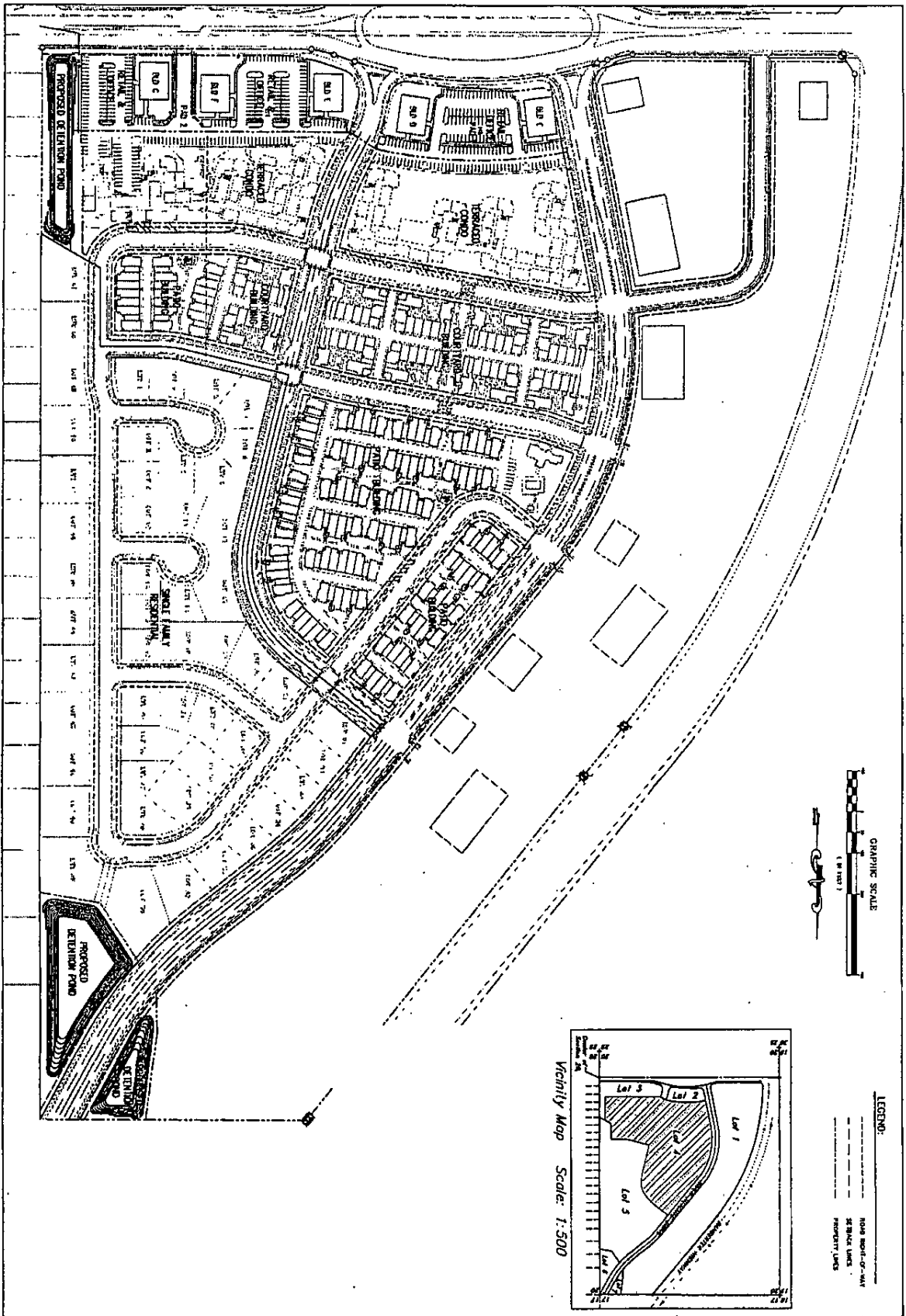
- A - 20.0 ft. wide r recorded by Survey 20
- B - 10.0 ft. wide r recorded by Survey 20
- C - Right-of-way r recorded by Survey 20
- D - 80.0 ft. wide r recorded by Survey 20
- E - Official Records Department of Entry No. 6312 Official Records



**EXHIBIT "B"**

**Site Plan**





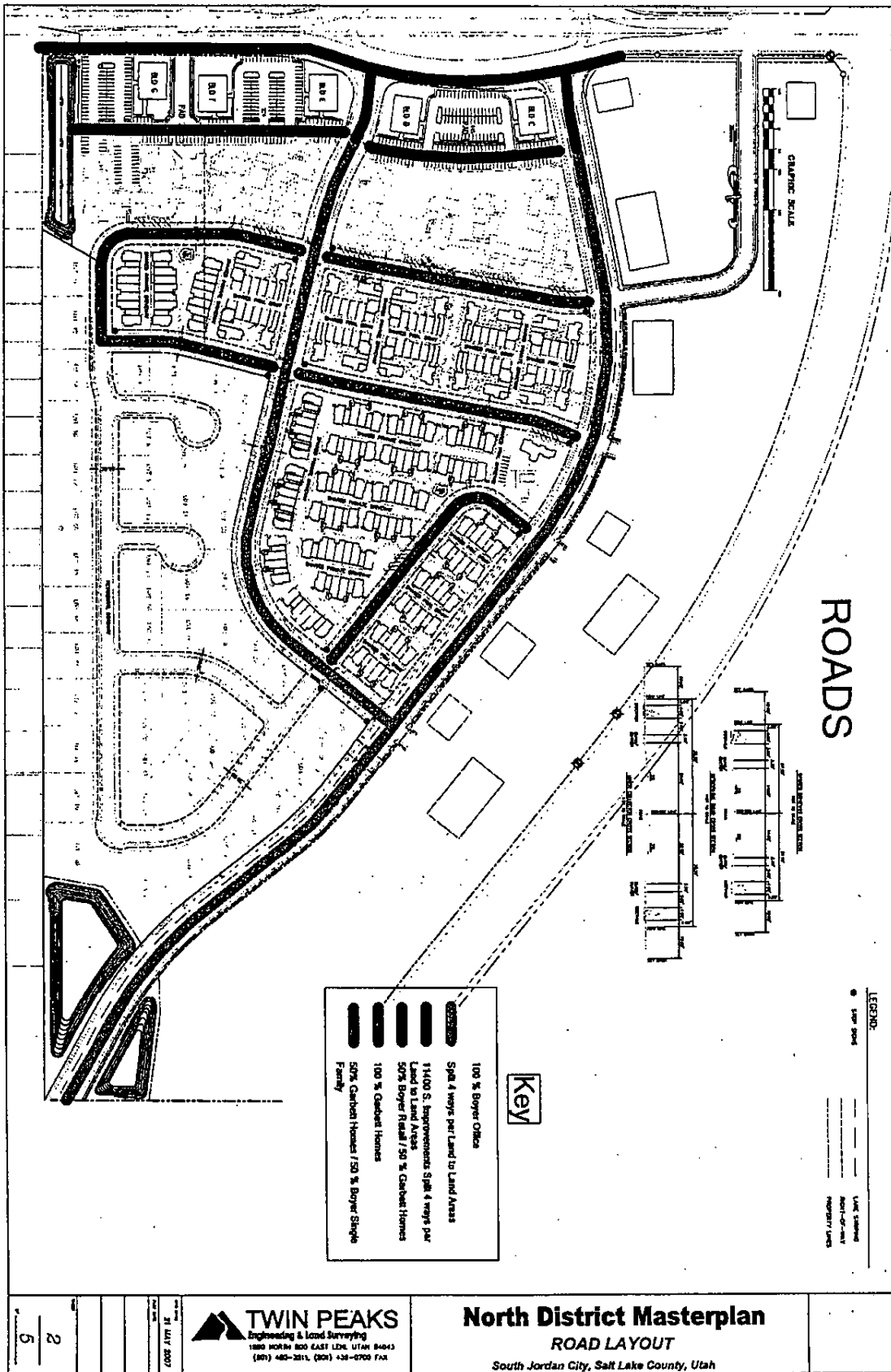
21 MAY 2007	1
5	

**TWIN PEAKS**  
 Engineering & Land Surveying  
 1830 NORTH 800 EAST LEHI, UTAH 84043  
 (801) 450-3511, (801) 439-0700 FAX

**North District Masterplan**  
**SITE PLAN**  
 South Jordan City, Salt Lake County, Utah

**EXHIBIT "C"**

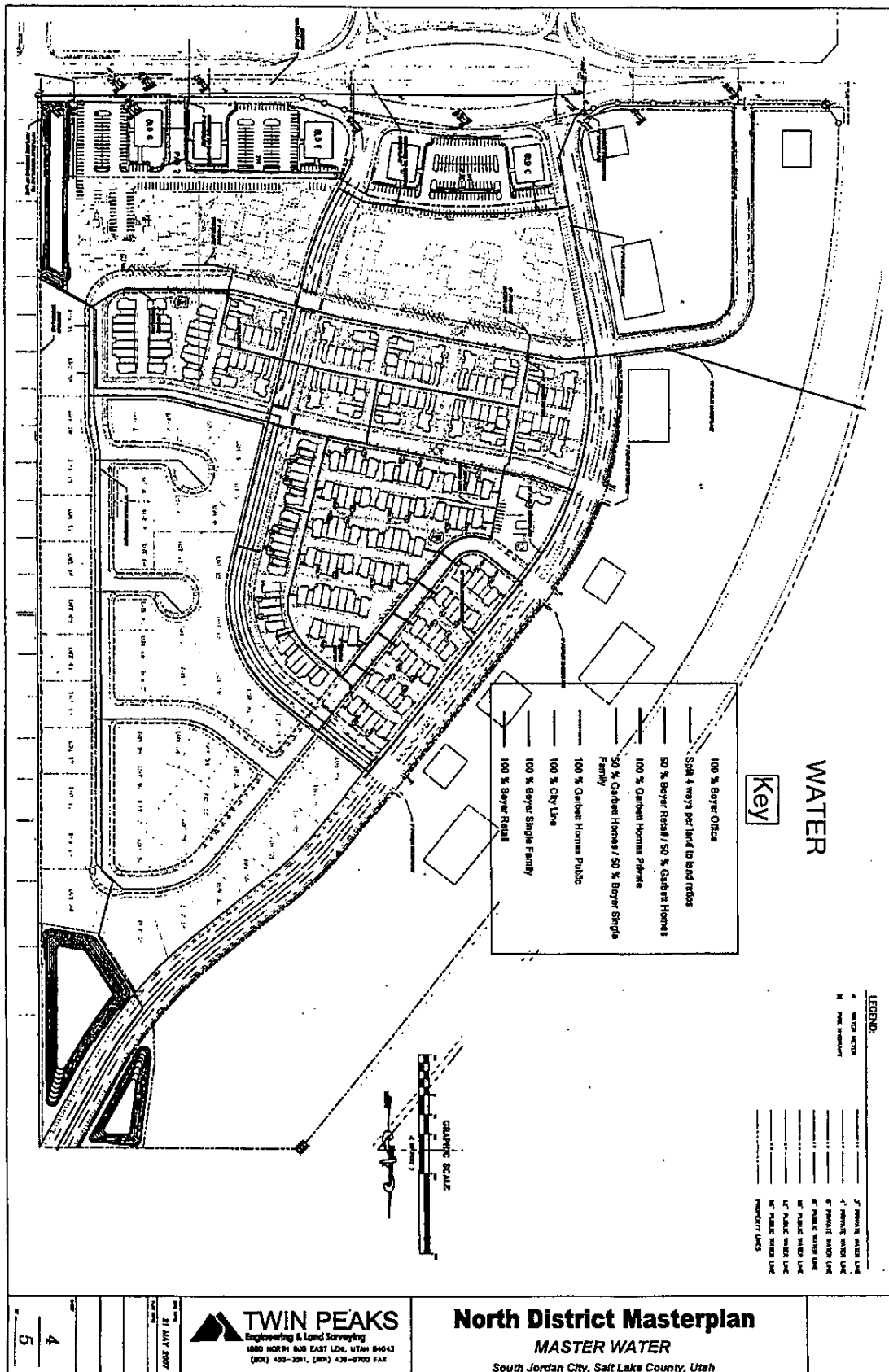
**Roadways**



<p>21 JULY 2007</p> <p>2</p> <p>5</p>	<p><b>TWIN PEAKS</b> Engineering &amp; Land Surveying 1880 NORTH 800 EAST LEXA, UTAH 84043 (801) 485-2811, (801) 438-0700 FAX</p>	<p><b>North District Masterplan</b> <b>ROAD LAYOUT</b> South Jordan City, Salt Lake County, Utah</p>
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**EXHIBIT "D"**

**Water Lines**



**EXHIBIT "E"**

**Sanitary Sewer Lines**



**EXHIBIT "F"**

**Storm Drains**



