

When Recorded Return to:
 Redwood Commercial, LC
 67 East 6850 South
 Midvale, Utah 84047

11901194
 8/22/2014 8:00:00 AM \$25.00
 Book - 10254 Pg - 6697-6703
 Gary W. Ott
 Recorder, Salt Lake County, UT
 MERIDIAN TITLE
 BY: eCASH, DEPUTY - EF 7 P.

MTC 224152. §
 Salt Lake County Tax Parcel Nos.
 27-22-201-030; 27-22-201-031; 27-22-201-032;
 27-22-201-033; 27-22-201-034; 27-22-201-035
 and 27-22-201-018

MODIFICATION OF AGREEMENT FOR FUTURE SHARED ACCESS
 FOR 11010 SOUTH REDWOOD ROAD (SR-68)

This Agreement is made by and between 110 Redwood Plaza, LC, 120 Redwood Plaza, LC, Pleasant Grove Plaza, LC, Redwood Commercial, LC and A Better Quality Home, LC (herein referred to as the "Redwood Parties"); and BBSold, P.C. referred to as "BBSold". Each of the Parties was in the past, is now, or will in the future have an ownership interest in the real property referred to below as more fully described on Exhibit "A" attached hereto:

<u>OWNER</u>	<u>TAX PARCEL NO.</u>	<u>DESCRIPTIONS</u>
120 Redwood Plaza, LC	Parts of Tax Parcels 27-22-201-032; -031; -033; -034; and -035;	New Parcels "W" and "Y"
Pleasant Grove Plaza, LC	Part of Tax Parcels 27-22-201-030 and -033	New Parcel "X" Parcels "W", "X" and "Y" are herein referred to as the "Redwood Road Property")
BBSold, P.C.	27-22-201-018	New Parcel "Z" (proposed new Beckstead Lane Subdivision, herein referred to as the "Beckstead Lane Property")
110 Redwood Plaza, LC	Former Owner	One of the Original Parties to the UDOT Agreement referred to below

RECITALS

1. The Parties have executed this Agreement to be used with other deeds and documents in connection with a mutually agreed upon exchange based upon the

following general outline:

- a. The "Beckstead Lane Property" is being developed into a residential subdivision and is more fully described as Parcel "Z" on Exhibit "A" attached hereto.
 - b. The "Redwood Road Property" is intended to be more fully developed as a commercial project and is more fully described as Parcels "W", "X" and "Y" on Exhibit "A" attached hereto.
2. It is the intent of the parties that the Beckstead Lane Property, as a residential subdivision, will have access on one or more public streets to all lots and that the Redwood Road Properties will be further developed into a commercial subdivision with a shared access on Redwood Road as approved by UDOT and with additional access from 11010 South Street.
 3. The terms and conditions of this Agreement are a material part of the consideration for the exchange referred to herein.
 4. This Agreement is made in connection with the following recorded document:

Agreement for Future Shared Access for Redwood Rd. SR-68 which Agreement was approved by UDOT and was recorded in the Office of the Salt Lake County Recorder on July 15, 2008 as Entry No. 10478218 in Book 9626 at Page 6670 (herein the 2008 UDOT Agreement) .

NOW, THEREFORE, the parties further understand and agree as follows:

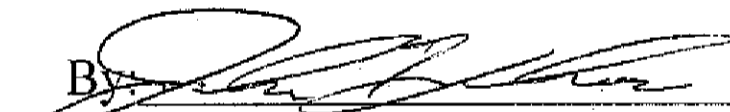
- A. The 2008 UDOT Agreement is modified and partially terminated as follows:
 - a. The 2008 UDOT Agreement is fully and completely terminated with regard to Parcel "Z" as described herein and BBSold and its successors and assigns shall hereafter have no rights or obligations with regard to the 2008 UDOT Agreement.
 - b. The 2008 UDOT Agreement is modified to apply only to the Redwood Road Property as described on Parcels "W", "X" and "Y". The Redwood Road Parties and shall be responsible to further implement a mutual agreement in connection with the further commercial development of the Redwood Road Property as may hereafter be approved by UDOT.
- B. The parties hereto further acknowledge that Declaration of Covenants, Conditions,

Restrictions, and Easements (the CC&Rs) recorded in the Office of the Salt Lake County Recorder on June 12, 2009 as Entry No. 10728807 in Book 9735 at Page 2223 have been by separate agreement fully vacated and terminated and are of further force or effect. The CC&Rs were recorded in connection with the Beck Commercial Subdivision.

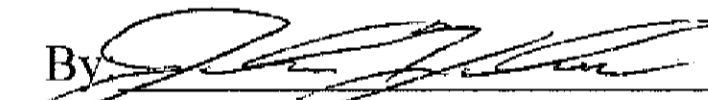
- C. The parties further acknowledge that a Temporary Construction Access Easement is being recorded in connection with this Agreement and the parties hereto do hereby ratify and confirm the terms and conditions of the Temporary Construction Access Easement executed and recorded concurrently with this Agreement.
- D. The end owners further acknowledge that they will enter into a separate Agreement of Cooperation in connection with the approval process and the further development of the property.
- E. The rights, conditions and provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Executed this 14th day of August, 2014.

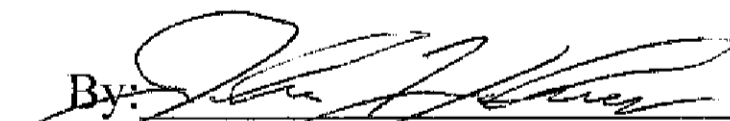
120 Redwood Plaza, LC

By: 
John W. Holmes, Manager

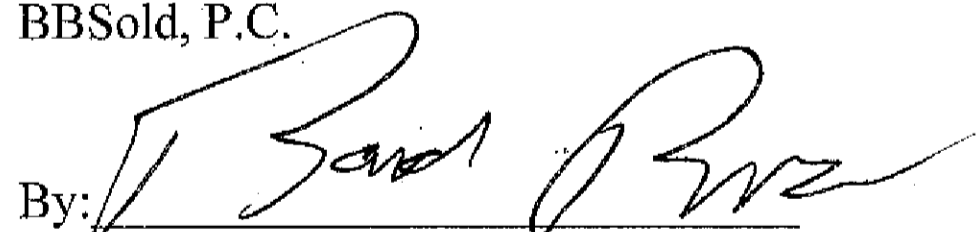
Pleasant Grove Plaza, LC
By its Manager, Caliber Investments, LC

By: 
John W. Holmes, Manager

110 Redwood Plaza, LC

By: 
John W. Holmes, Manager

BBSold, P.C.

By: 
Boyd Brown, President

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

The foregoing instrument was acknowledged before me this 11 day of August, 2014 by John W. Holmes, the Manager 120 Redwood Plaza, LC, who duly acknowledged to me that said instrument was executed by authority.

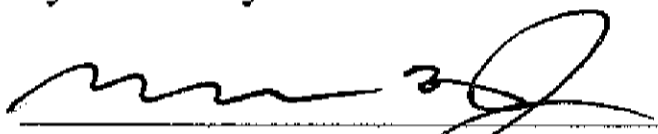


NOTARY PUBLIC

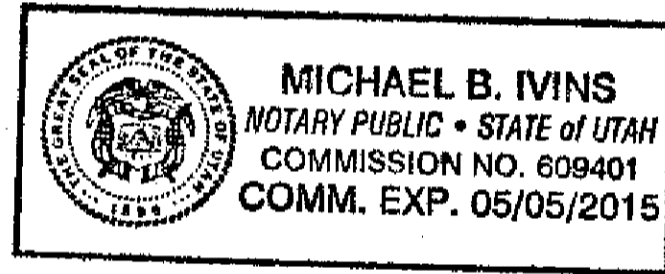


STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 11 day of August, 2014 by John W. Holmes, the Manager of Caliber Investments, LC, the Manager of Pleasant Grove Plaza, LC, who duly acknowledged to me that said instrument was executed by authority.



NOTARY PUBLIC

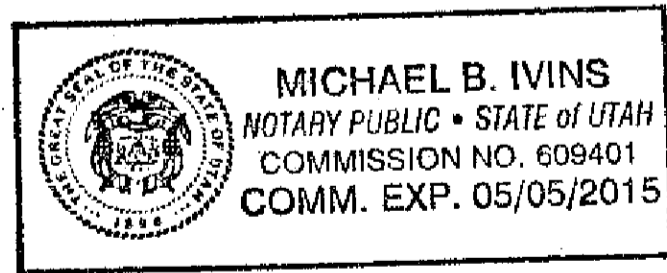


STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 11 day of August, 2014 by John W. Holmes, the Manager of 110 Redwood Plaza, LC, who duly acknowledged to me that said instrument was executed by authority.



NOTARY PUBLIC



STATE OF UTAH

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: SS.

COUNTY OF SALT LAKE

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The foregoing instrument was acknowledged before me this 14th day of August, 2014 by Boyd Brown, the President of BBSold, P.C., a Utah professional corporation, by Boyd Brown, its President, who duly acknowledged to me that said instrument was executed by authority.


NOTARY PUBLIC

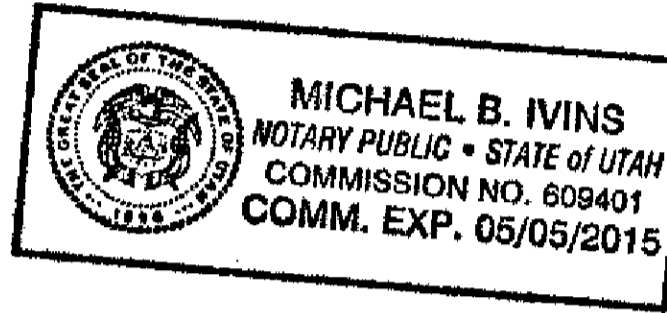


EXHIBIT "A"

MTC File No. 224152.8a

PARCEL "W"

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF REDWOOD ROAD, SAID POINT BEING NORTH 0°07'35" EAST ALONG THE SECTION LINE 2359.41 FEET AND EAST 55.46 FEET FROM THE CENTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 89°52'25" EAST 205.50 FEET; THENCE SOUTH 0°07'35" WEST 153.50 FEET; THENCE NORTH 89°55'40" WEST 205.50 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE NORTH 0°07'35" EAST 153.69 FEET TO THE POINT OF BEGINNING. [CONTAINS 31,564 SQ. FT. OR 0.725 ACRES]
Part of Tax Parcel Nos. 27-22-201-031 and -032

Parcel "X"

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF REDWOOD ROAD, SAID POINT BEING NORTH 0°07'35" EAST ALONG THE SECTION LINE 2359.41 FEET AND EAST 55.46 FEET FROM THE CENTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: 1) NORTH 0°07'35" EAST 157.59 FEET TO A POINT OF CURVATURE, 2) NORTHEASTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 64°22'31" A DISTANCE OF 28.09 FEET (CHORD BEARS NORTH 32°05'25" EAST 26.63 FEET) TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 11010 SOUTH STREET; THENCE SOUTH 89°52'25" EAST ALONG SAID RIGHT OF WAY LINE 276.40 FEET; THENCE SOUTH 0°07'35" WEST 98.09 FEET; THENCE NORTH 89°52'25" WEST 65.00 FEET; THENCE SOUTH 0°07'35" WEST 44.00 FEET; THENCE NORTH 89°52'25" WEST 20.00 FEET; THENCE SOUTH 0°07'35" WEST 38.10 FEET; THENCE NORTH 89°52'25" WEST 205.50 FEET TO THE POINT OF BEGINNING. [CONTAINS 46,156 SQ. FT. OR 1.060 ACRES]
Part of Tax Parcel Nos. 27-22-201-030; and -033

Parcel "Y":

Beginning at a point being North 00°07'35" East 1,905.28 feet and East 49.30 feet from the Center of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 00°12'07" East 18.07 feet; thence North 05°30'49" East 27.01 feet; thence North 00°12'07" East 255.39 feet; thence South 89°55'40" East 208.76 feet; thence South 00°07'35" West 300.55 feet; thence North 89°52'25" West 211.65 feet to the point of beginning. Contains 62,860 Square Feet or 1.443 Acres
Part of Tax Parcel Nos. 27-22-201-018

Parcel "Z"

Beginning at a point being North $00^{\circ}07'35''$ East 1,905.39 feet and South $89^{\circ}52'25''$ East 260.95 feet from the Center of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North $00^{\circ}07'35''$ East 492.15 feet; thence South $89^{\circ}52'25''$ East 20.00 feet; thence North $00^{\circ}07'35''$ East 44.00 feet; thence South $89^{\circ}52'25''$ East 65.00 feet; thence North $00^{\circ}07'35''$ East 98.09 feet; thence South $89^{\circ}52'25''$ East 132.18 feet; thence Southeasterly 11.20 feet along the arc of a 20.00 foot radius curve to the right (center bears South $29^{\circ}04'53''$ West and the chord bears South $44^{\circ}52'25''$ East 11.06 feet with a central angle of $32^{\circ}05'24''$); thence South $00^{\circ}07'35''$ West 325.65 feet; thence South $89^{\circ}55'40''$ East 2.54 feet; thence South $00^{\circ}07'35''$ West 300.77 feet; thence North $89^{\circ}52'25''$ West 227.54 feet to the point of beginning. [Contains 134,225 Square Feet or 3.081 Acres]

Part of Tax Parcel Nos. 27-22-201-033; -034; -035; -030; -031; -032; -018