When recorded return to:

Wemile Markay
3550 5. 4900 W Syntek
West Valley City, U
8412C

12679532 12/14/2017 3:21:00 PM \$24.00 Book - 10629 Pg - 6346-6352 ADAM GARDINER Recorder, Salt Lake County, UT US TITLE BY: eCASH, DEPUTY - EF 7 P.

14-25-476-015-0000 USAGE AGREEMENT

THIS USAGE AGREEMENT (the "Agreement") is entered into as of the last date set forth below by and between DeMILLE MACKAY DENTAL, LLC, a Utah limited liability company (hereinafter "DeMille"), and AMERICA FIRST FEDERAL CREDIT UNION, a federally chartered credit union (hereinafter the "Credit Union"). DeMille and the Credit Union may hereafter be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, 4850 Associates, LC, a Utah limited liability company ("4850 Associates") is the fee simple owner of certain real property located in Salt Lake County, Utah, legally described on Exhibit "A", which is attached hereto and made a part hereof (the "4850 Associates Parcel"); and

WHEREAS, the 4850 Associates Parcel and the Shopping Center (as such term is defined in the Cross-Easement Agreement) are subject to that certain Cross-Easement Agreement dated February 21, 1989, and recorded February 21, 1989, as Entry No. 4738354, in Book 6105, at Page 892, in the Official Records of the Salt Lake County Recorder, as amended from time to time (collectively, the "Cross-Easement Agreement"):

WHEREAS, 4850 Associates has agreed to sell to DeMille the 4850 Associates Parcel and DeMille has agreed to purchase the 4850 Associates Parcel contingent upon the execution and recording of an amendment to the Cross-Easement Agreement (the "Fourth Amendment"), which is attached hereto as Exhibit "B" and made a part hereof, which amendment shall permit DeMille to operate a dental office on the 4850 Associates Parcel;

WHEREAS, the Fourth Amendment must be executed by a certain percentage of fee title holders within the Shopping Center, including the Credit Union, owner of that certain real property located in Salt Lake County, Utah, in proximity to the 4850 Associates Parcel and legally described on **Exhibit "C"**, which is attached hereto and made a part hereof (the "**Credit Union Parcel**"), in order to amend the Cross-Easement Agreement to permit DeMille to operate a dental office on the 4850 Associates Parcel; and

WHEREAS, the Credit Union has agreed to execute the Fourth Amendment contingent upon DeMille agreeing not to oppose or prevent the Credit Union from further amending the Cross-Easement Agreement to allow for the operation of a dental office on the Credit Union Parcel in the event the Credit Union should elect to sell the Credit Union Parcel.

Usage Agreement 1

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, it is mutually agreed as follows:

<u>Usage</u>. In the event that the Credit Union should elect to sell the Credit Union Parcel, DeMille agrees that DeMille shall not oppose, prevent, or stall the Credit Union from seeking to further amend the Cross-Easement Agreement to allow for the operation of a dental office on the Credit Union Parcel.

2. Miscellaneous.

- Entire Agreement. This Agreement contains the entire agreement among the Parties with respect to the subject matter hereof and supersedes all negotiations, representations, prior discussions and preliminary agreements between the Parties relating to the subject matter hereof.
- **b**. Cooperation. Each Party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as any Party may reasonably request or as may be necessary or appropriate to effectuate, consummate, or perform any of the terms, provisions or conditions of this Agreement. This Agreement shall inure to and bind the successors, assigns, heirs, devisees, executors, administrators and personal representatives of the respective Parties.
- Construction and Enforcement. The Parties agree that they were each represented by counsel or had an opportunity to retain counsel to represent and advise them in connection with the negotiation and drafting of this Agreement, and that this Agreement shall be construed as though all Parties had drafted it.
- Modification. This Agreement may not be modified, waived, amended or changed unless the same is in writing and is signed by the Party against whom the enforcement of such modification, waiver, amendment or change is sought.
- Authorization of Signators. The signators to this Agreement warrant that they have the full authority to sign the Agreement and that by signing this Agreement, the Parties shall be fully bound by the terms and conditions of the Agreement.
- f. Attorney's Fees and Costs. In the event it becomes necessary for any Party to retain an attorney to enforce this Agreement, the prevailing Party in said effort shall be entitled to recover any and all costs, fees and expenses, including reasonable attorney's and expert fees, incurred in enforcing or seeking enforcement hereof, whether incurred through litigation or otherwise.
- Jurisdiction and Venue. In the event that a dispute should arise between the Parties regarding the terms of this Agreement, the Parties agree that jurisdiction and venue are properly before the Third District Court of Salt Lake County, State of Utah.

Usage Agreement 2

h. <u>Governing Law.</u> The enforcement shall be governed by the laws	is Agreement and its interpretation, construction and of the State of Utah.	
i. <u>Counterparts</u> . This Agreement may be executed in counterparts and shall be considered fully executed when the original signatures of the Parties have been placed on one or more separate copies of the Agreement, even if all signatures do not appear on the same document.		
IN WITNESS WHEREOF, each of the Parties has executed this Agreement.		
EXECUTED this 24 day of October, 2017.		
DeMILLE:	DeMILLE MACKAY DENTAL, LLC, a Utah limited liability company	
	By: Mrs Dulle Print Name: Chris Dem, 1/e	
	Its: <i>V.P.</i>	
STATE OF UTAH COUNTY OF THE TOP		
COUNTY OF DAVIC		
On this 24 TH day of OUDBER, 2017, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, (AKI) DEMILLE, (title), of DeMILLE MACKAY DENTAL, LLC, a Utah limited liability company, signer of the foregoing Usage Agreement, and acknowledged he/she executed the same. Witness my hand and official seal.		
same. Writiess my nand and official sear.	MMAR ROOM	
NOTARY PUBLIC CHELSEA ROGERS 685252 COMMISSION EXPIRES OCTOBER 01, 2019 STATE OF UTAH	NOTARY PUBLIC	

EXECUTED this 215t day of September, 2017.	
CREDIT UNION:	AMERICA FIRST FEDERAL CREDIT UNION, a federally chartered credit union
	By: Ref
	Print Name: Rey Rolls
	Its: Grec VP/CFB
STATE OF UTAH : ss. COUNTY OF	
LLOYD G BARNETT Notary Public • State of Utah Commission # 677699 My Commission Expires June 10, 2018	Bland & Barnett NOTARY PUBLIC

Exhibit "A"

4850 Associates Parcel

Lot 2, SHOPKO 3500 SOUTH SUBDIVISION, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.

Tax Parcel 12-25-476-015

Exhibit "B"

Fourth Amendment

Exhibit "C"

Credit Union Parcel

Lot 1, AFFCU 3500 SOUTH SUBDIVISION AMENDED, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.

Tax Parcel 14-25-476-018

And

Lot 2A, AFFCU 3500 SOUTH SUBDIVISION AMENDED, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder but I can't tell you from the website if they are the owners.

Tax Parcel 14-25-476-017