

WHEN RECORDED MAIL TO:

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

File No.: 92603-AF

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3/22/2018 3:08:00 PM \$57.00
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ADAM GARDINER
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 24 P.

GRANT OF ACCESS EASEMENT

In Reference to Tax ID Number(s):

33-01-252-006, 33-01-276-021, 33-01-276-022,
33-01-276-025, 33-01-276-026

WHEN RECORDED, RETURN TO:

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

GRANT OF ACCESS EASEMENT

This Grant of Access Easement (this "**Easement Agreement**") is executed as of the 5th day of February, 2018, by **BOYER BANGERTER, L.C.**, a Utah limited liability company ("**Boyer Bangerter**") **BOYER BANGERTER OFFICE 1, L.C.**, a Utah limited liability company ("**Boyer Office**") **EAST BAY ASSOCIATES NO. 2, L.C.**, a Utah limited liability company (f/k/a East Bay Associates No. 2, LTD, a Utah limited partnership ("**East Bay**") **EAST BAY LOT 2 OWNER, L.C.**, a Utah limited liability company ("**East Bay Lot 2**"), **93 SOUTH MAIN, LLC**, a Utah limited liability company ("**Parcel 2 Owner**") and **HOME BUILDERS, LLC**, a Utah limited liability company ("**Parcel 1 Owner**", and together with Parcel 2 Owner, Boyer Bangerter, Boyer Office, East Bay and East Bay Lot 2, each a "**Grantor**" and collectively, the "**Grantors**").

WHEREAS, Parcel 1 Owner owns certain real property located in Salt Lake County, Utah, as more particularly described on Exhibit "A" attached hereto and made a part hereof ("**Parcel 1**"), Parcel 2 Owner owns certain real property located in Salt Lake County, Utah, as more particularly described on Exhibit "B" attached hereto and made a part hereof ("**Parcel 2**"), Boyer Office and East Bay Lot 2, as tenants in common (collectively, "**Parcel 3 Owner**"), own certain real property located in Salt Lake County, Utah, as more particularly described on Exhibit "C" attached hereto and made a part hereof ("**Parcel 3**"), Boyer Bangerter and East Bay, as tenants in common (collectively, "**Parcel 4 Owner**"; and together with Parcel 1 Owner, Parcel 2 Owner and Parcel 3 Owner, each an "**Owner**" and collectively, the "**Owners**"), own certain real property located in Salt Lake County, Utah, as more particularly described on Exhibit "D" attached hereto and made a part hereof (collectively, "**Parcel 4**"; and together with Parcel 1, Parcel 2 and Parcel 3, each a "**Parcel**" and collectively the "**Parcels**"); and

WHEREAS, the Grantors desire to enter into this Easement Agreement for the purpose of granting a non-exclusive access easement on and over a certain portion of Parcel 1 (the "**Parcel 1 Access Area**"), a certain portion of Parcel 2 (the "**Parcel 2 Access Area**"), a certain portion of Parcel 3 (the "**Parcel 3 Access Area**"), and a certain portion of Parcel 4 (the "**Parcel 4 Access Area**"), and together with the Parcel 1 Access Area, the Parcel 2 Access Area and the Parcel 3 Access Area, and as further defined in Section 1(b) below, collectively, the "**Access Area**"), for the benefit of the Parcels for vehicular and pedestrian ingress and egress between the Parcels and to the public roadways from time to time abutting the Parcels (individually and collectively, as the context may require, the "**Public Thoroughfares**").

NOW, THEREFORE, to these ends and in consideration of the promises, mutual covenants and agreements set forth below, together with the mutual benefits to be derived from this Easement Agreement, the Grantors hereby declare as follows:

1. Grant of Rights-of-Way and Easements in Access Area; Limitations.

(a) Subject to the limitations set forth in this Easement Agreement, each Grantor (in such capacity, each a “**Burdened Parcel Owner**” and collectively the “**Burdened Parcel Owners**”) hereby grants and conveys to the other Owners (in such capacity, each a “**Benefited Parcel Owner**” and collectively the “**Benefited Parcel Owners**”) and for the benefit of each of the Parcels owned by a Benefited Parcel Owner (each a “**Benefited Parcel**” and collectively the “**Benefited Parcels**”) a non-exclusive perpetual right-of-way and easement for vehicular and pedestrian ingress and egress on, over and across the Access Area on the Parcel owned by such Burdened Parcel Owner (each a “**Burdened Parcel**” and collectively the “**Burdened Parcels**”) and between the Benefited Parcels, the Burdened Parcels and, if applicable, the Public Thoroughfares for the benefit of the Benefited Parcel Owners and their respective tenants, subtenants, licensees, invitees or other permitted users of each Benefited Parcel. Such rights-of-way and easements shall each (i) be appurtenant to and benefit the Benefited Parcels, (ii) bind and burden the Access Area on the Burdened Parcels and every person having any fee, leasehold, lien or other interest, as and to the extent arising by, through or under the Burdened Parcels, in any portion of the Access Area, and (iii) constitute a covenant running with the land. The foregoing grant shall be in addition to, and not in lieu of or as a modification of, any access rights which are appurtenant to a Parcel as of the date hereof.

(b) The Access Areas shall mean (i) with respect to Parcel 3 and Parcel 4, those areas described on Exhibit “E” attached hereto and made a part hereof and depicted on Exhibit “E-1” (the “**Existing Access Area**”), (ii) with respect to the real property described as Lot 3, 136 CENTER OFFICE PLAT, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder's office (“**Lot 3**”), in addition to the Existing Access Area, the traffic lanes, driveways, sidewalks, walkways or similar areas for ingress and egress of vehicles and pedestrians which are constructed on Lot 2 after the date hereof provided such area must meet the Access Area Requirements (defined below) and (x) if the Access Areas on Parcel 2 have been constructed, must connect the Existing Access Area to the Access Areas on Parcel 2 or (y) if the Access Areas on Parcel 2 have not been constructed, must be constructed to the property line of Parcel 2 in an area agreed to by the Owner of Lot 3 and the Parcel 2 Owner, (iii) with respect to Parcel 2, the traffic lanes, driveways, sidewalks, walkways or similar areas for ingress and egress of vehicles and pedestrians which are constructed after the date hereof provided such area must meet the Access Area Requirements, and (x) if the Access Areas on Lot 3 and Parcel 1 have been constructed, must connect Access Areas on Lot 3 to the Access Areas on Parcel 1 and (y) if the Access Areas have been constructed on one of Parcel 1 or Lot 3, but not on the other Parcel, must connect to the Access Area which is constructed and must be constructed to the property line of Owner that has not constructed an Access Area to an area agreed to by the Parcel 2 Owner and the Owner of the Parcel that has not constructed the Access Areas on its Parcel and (iv) with respect to Parcel 1, the traffic lanes, driveways, sidewalks, walkways or similar areas for ingress and egress of vehicles and pedestrians which are constructed after the date hereof provided such area must meet the Access Area Requirements, and (x) if the Access Areas on Parcel 2 have been constructed, must connect Access Areas on Parcel 2 to the Public Thoroughfare current known as 13775 South Street and (y) if the Access Areas on Parcel 2 have not been constructed, must be constructed to the property line of Parcel 2 to an area agreed to by the Parcel 2 Owner and the Parcel 1 Owner.

(c) For purposes hereof, “**Access Area Requirements**” means the Access Areas shall (i) be twenty-six feet wide and permit two way traffic, (ii) provide unobstructed access, and (iii) be a direct route between Public Thoroughfares and existing Access Areas on other Parcels (if applicable) (or to an area otherwise agreed to as provided in subsection 1(b) above).

(d) Exclusive use of the Access Area is not hereby granted, and the right of way and easement for ingress and egress in common with all Parcels is hereby expressly reserved. Each Burdened Parcel Owner shall have the right to make any use of the Access Area on its Parcel, so long as, except as otherwise specified herein, any such use does not unreasonably interfere with the rights and easements for use and related ingress and egress which is herein granted to the Benefited Parcels.

(e) The rights-of-way and easements described in this Section 1 above, so long as the following do not unreasonably interfere with the right and easement for use and related ingress and egress which is herein granted to the Benefited Parcels, shall be subject to and limited as follows:

(i) They shall not be exercised in any manner which substantially interferes with the purposes for which the Access Area are to be used as provided herein;

(ii) The right of each Burdened Parcel Owner, in its sole discretion (subject, however, to this subsection 1(e)), to grant permits, licenses and easements over, across, through and under the Access Area to any governmental or quasi-governmental authority, to any public or private utility company, or to any other party, for the purpose of installing, maintaining or providing utilities and related facilities or roads or for such other purposes reasonably necessary or appropriate, in such Burdened Parcel Owner’s sole discretion, for the use construction, development, maintenance or operation of a Parcel; and

(iii) With respect to the portion of the Access Area located over the Jordan and Salt Lake Canal (the “**Canal**”) as shown on Exhibit “E-1” or on property otherwise owned by the owner of the Canal (the “**Canal Property**”), the right to use the Access Area over the Canal Property shall be subject to (a) the Burdened Parcel Owner obtaining an agreement with the owner of the Canal Property permitting the use of the Canal Property for access (as amended, restated, supplemented or replaced from time to time, the “**Canal License Agreement**”), and (b) the rights and obligations under the Canal License Agreement. In the event the Canal License Agreement is terminated and a new Canal License Agreement is not entered into for any reason, the right to use the Access Area on the Canal Property shall be suspended until such time, if ever, a new Canal Agreement is entered in to. Nothing herein shall require any Owner to enter into a Canal License Agreement.

(f) A Benefited Parcel Owner shall not permit any lien or claim of mechanics, laborers or materialmen to be filed against the Access Area located on the Burdened Parcels, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by such Benefited Parcel Owner or any one claiming by, through or under such Benefited Parcel Owner. If such a lien is filed, within

ten (10) business days after the date of the filing or recording of any such lien, such Benefited Parcel Owner shall cause the same to be paid and discharged of record.

(g) Each Burdened Parcel Owner may, on a temporary basis, for reasonable construction, repair, maintenance, or to prevent a public dedication or the accrual of any rights to the public, close the Access Area on its Burdened Parcel for access, provided that, in any such event, such Burdened Parcel Owner shall first notify the Benefited Parcel Owners in writing and shall, to the extent possible, provide for alternate access to the Benefited Parcels during such period of closure.

(f) The easement granted to each Benefited Parcel Owner pursuant to this Easement Agreement is for vehicular and pedestrian ingress and egress only and does not convey any cross parking rights.

(g) The grant and conveyance of the rights to the Benefited Parcels set forth in this Section 1 are made on an “AS-IS” basis and Grantors have not made and hereby expressly disclaim any statements or representations, express or implied, made by Grantors or their respective agents or brokers, as to the condition of or characteristics of the Access Area, its fitness for use for any particular purpose, or the Access Area’s compliance with any zoning or other rules, regulations, laws or statutes applicable to the Access Area, or the uses permitted on or the development requirements for or any other matters relating to the Access Area.

2. Construction, Maintenance and Maintenance Expenses of Access Area.

(a) Except as otherwise agreed in writing, each Burdened Parcel Owner shall be responsible to maintain the portions of the Access Area on its Burdened Parcel and the improvements thereon in good condition and repair, or cause the same to be maintained and kept in good condition and repair. Notwithstanding the foregoing, and subject to reasonable wear and tear from normal use, in the event the Access Area or any utility or improvements within the Access Area are damaged by the negligent or willful acts of an Owner or its employees, agents, tenants, subtenants, contractors or invitees, or any other person claiming by through or under such Owner, such Owner shall be solely responsible for the repair of any such damage regardless of the location of such damage.

(b) The obligation to maintain and repair the Access Area and the improvements within the Access Area shall, without limiting the generality thereof, include: (i) maintaining and repairing the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability; (ii) removing within a commercially reasonable time, all papers, debris, snow, ice, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep these areas in a neat, clean and orderly condition; and (iii) replacing the Access Area if necessary.

3. Failure to Perform; Remedies. In the event that a Benefited Parcel Owner fails to perform when due any act or obligation required by this Easement Agreement to be performed by such Benefited Parcel Owner, a Burdened Parcel Owner, in addition to and not in lieu of any other remedies available at law or in equity, shall be entitled to file a suit in equity to enjoin such Benefited Parcel Owner from such breach or threatened breach and/or for the specific

performance of such Benefited Parcel Owner's obligations under this Easement Agreement. In the event a Burdened Parcel Owner fails to perform when due any act or obligation required by this Easement Agreement to be performed by such Burdened Parcel Owner, a Benefited Parcel Owner, in addition to and not in lieu of any other remedies available at law or in equity, shall be entitled to file a suit in equity to enjoin such Burdened Parcel Owner from such breach or threatened breach and/or for the specific performance of such Benefited Parcel Owner's obligations under this Easement Agreement. Notwithstanding any other provision of this Easement Agreement, the rights granted to each Benefited Parcel under this Easement shall not be terminated or suspended in the event an Owner is in default of its obligations hereunder.

4. Limitation on Authority.

(a) The Burdened Parcel Owners are not to be deemed or construed as the agent or joint venturer of a Benefited Parcel Owner in any respect, all other provisions of this Easement Agreement notwithstanding. Each Burdened Parcel Owners has not and does not hereby assume or agree to assume any liability whatsoever of any Benefited Parcel Owner and such Burdened Parcel Owner does not assume or agree to assume any obligation of any Benefited Parcel Owner under any contract, agreement, indenture, or any other document to which a Benefited Parcel Owner may be a party or by which a Benefited Parcel Owner is or may be bound, or which in any manner affects the Benefited Parcels or any part thereof, except as expressly provided in this Easement Agreement.

(b) The Benefited Parcel Owners are not to be deemed or construed as the agent or joint venturer of a Burdened Parcel Owner in any respect, all other provisions of this Easement Agreement notwithstanding. Each Benefited Parcel Owner has not and does not hereby assume or agree to assume any liability whatsoever of any Burdened Parcel Owner and such Benefited Parcel Owner does not assume or agree to assume any obligation of any Burdened Parcel Owner under any contract, agreement, indenture, or any other document to which a Burdened Parcel Owner may be a party or by which a Burdened Parcel Owner is or may be bound, or which in any manner affects the Burdened Parcels or any part thereof, except as expressly agreed to by a Benefited Parcel Owner in this Easement Agreement.

5. Notices. All communications, consents, and other notices provided for in this Easement Agreement shall be in writing and shall be effective on the date hand delivered, sent by facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to the Boyer Bangerter, Boyer Office, East Bay, Parcel 2 Owner or East Bay Lot 2, to:

c/o the Boyer Company
101 South 200 East, Suite 200
Salt Lake City, Utah 84111
Attention: President

If to the Parcel 1 Owner, to:

Home Builders, LLC
9069 South 1300 West
West Jordan, Utah 84088

Any Owner may designate a different notice address by delivering written notice to the other Owners.

6. Miscellaneous Provisions.

(a) This Easement Agreement shall be interpreted in accordance with the laws of the State of Utah. The recital paragraphs set forth above are hereby expressly incorporated in and made a part of this Easement Agreement, however, the paragraph headings and titles are not part of this Easement Agreement, having been inserted for reference only, and shall have no effect upon the construction or interpretation hereof.

(b) The waiver by any party hereto of a breach of any term or condition of this Easement Agreement shall not constitute a waiver of any further breach of a term or condition. As concerns all matters of performance agreed hereunder, it is covenanted by the parties that time is strictly of the essence.

(c) This Easement Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein, which supersedes all prior and contemporaneous agreements, representations and understandings of the parties with respect thereto. No supplement, modification or amendment of this Easement Agreement shall be binding unless executed in writing by all parties. No waiver of any of the provisions of this Easement Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed, in writing, by the party making the waiver. No amendment to this Easement Agreement shall in any way affect the rights of a holder (a "**Mortgagee**") of a mortgage, deed of trust or other security agreement (a "**Mortgage**") creating a lien on an owner's interest in a Parcel or a portion of a Parcel as security for the payment of indebtedness 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 consented in writing to such amendment.

(d) This Easement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The recitals stated above and the exhibits attached to this Easement Agreement shall be and hereby are incorporated in and an integral part of this Easement Agreement by this reference.

(e) This Easement Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and the Burdened Parcels and the Benefited Parcels shall be subject to the easements, covenants, restrictions and

charges set forth herein, which shall run with each of the Burdened Parcels and the Benefited Parcels and shall be binding upon all parties having or acquiring any right, title or interest in (i) the Burdened Parcels, or any part thereof, by, through or under the Burdened Parcel Owner, or (ii) the Benefited Parcels, or any part thereof, by, through or under the Burdened Parcel Owners, as the case may be.

(f) In the event that any provision of this Easement Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Easement Agreement.

(g) Nothing contained herein will be construed or deemed to constitute a dedication, express or implied, of any real property to or for any public use or purpose whatsoever.

(h) For purposes of this Easement Agreement, “*force majeure*” shall mean any delay caused by acts of nature, strikes, lockouts, other labor troubles, riots, civil commotion, insurrection, war or other reason not the fault of the party delayed (financial inability excepted), in which case performance of the action in question shall be excused for the period of delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

(i) In the event of default by either party, or if any action is brought because of any breach of or to enforce or interpret any of the provisions of this Easement Agreement, the defaulting party or the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys’ fees, costs and expenses incurred in the enforcement of or the termination of this Easement Agreement.

(j) Concurrently with the execution and delivery of this Easement Agreement, this Easement Agreement shall be recorded in the official real estate records of Salt Lake County, Utah.

(k) The provisions of this Agreement do not modify or amend the provisions of that certain Grant of Access and Parking Easement dated Marcy 21, 2017, between East Bay and Boyer Bangerter, and recorded in the Salt Lake County Recorder’s Office as entry number 12501722 (the “**136 Easement Agreement**”). In the event of a conflict between the provisions of this Easement Agreement and the 136 Easement Agreement, with respect to the Parcels subject to the 136 Easement Agreement, the 136 Easement Agreement shall control.

[signatures and acknowledgments on following page]

IN WITNESS WHEREOF, Grantors have executed this Easement Agreement to be effective as of the date first written above.

PARCEL 1 OWNER

HOME BUILDERS, LLC, a Utah limited liability company

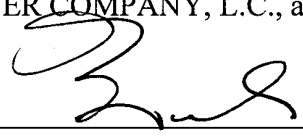
By: _____
Name: _____
Title: Manager

By: _____
Name: _____
Title: Manager

BOYER BANGERTER

BOYER BANGERTER, L.C., a Utah limited liability company, by its Manager

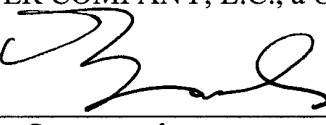
THE BOYER COMPANY, L.C., a Utah limited liability company

By: 
Name: BRIAN GOCHNOWICZ
Title: Manager

BOYER OFFICE

BOYER BANGERTER OFFICE 1, L.C., a Utah limited liability company, by its Manager

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

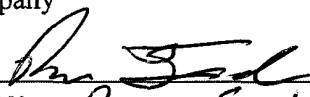
By: 
Name: BRIAN GOCHNOWICZ
Title: Manager

[signature pages follow]

IN WITNESS WHEREOF, Grantors have executed this Easement Agreement to be effective as of the date first written above.

PARCEL 1 OWNER

HOME BUILDERS, LLC, a Utah limited liability company

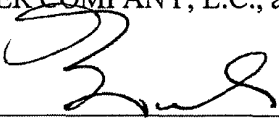
By: 
Name: Ross Ford
Title: Manager

By: _____
Name: _____
Title: Manager

BOYER BANGERTER

BOYER BANGERTER, L.C., a Utah limited liability company, by its Manager


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

By: 
Name: Brian Gochman
Title: Manager

BOYER OFFICE

BOYER BANGERTER OFFICE 1, L.C., a Utah limited liability company, by its Manager

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

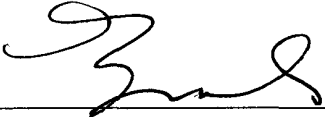
By: 
Name: Brian Gochman
Title: Manager

[signature pages follow]

EAST BAY

EAST BAY ASSOCIATIONS NO. 2, L.C., a Utah limited liability company (f/k/a **EAST BAY ASSOCIATES NO. 2, LTD**, a Utah limited partnership) by its Manager

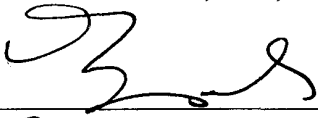
THE BOYER COMPANY, L.C., a Utah limited liability company

By: 
Name: BRIAN GOCHMAN
Title: Manager

EAST BAY LOT 2

EAST BAY LOT 2 OWNER, L.C., a Utah limited liability company, by its Manager

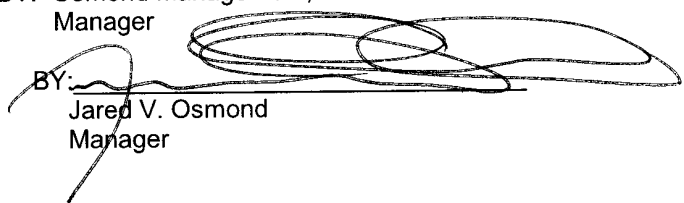
THE BOYER COMPANY, L.C., a Utah limited liability company

By: 
Name: BRIAN GOCHMAN
Title: Manager

[signature pages follow]

93 South Main, LLC, a Utah limited liability company

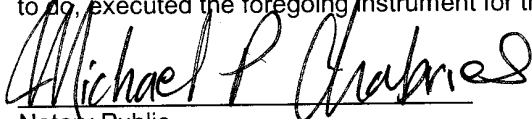
BY: Osmond Management, LLC
Manager

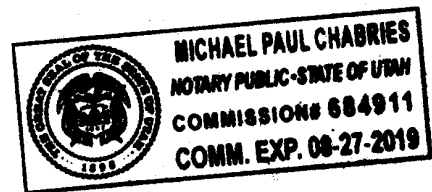
BY: 
Jared V. Osmond
Manager

STATE OF UTAH

COUNTY OF SALT LAKE

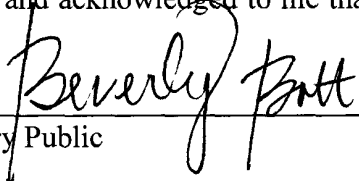
On the 13th day of February, 2018, personally appeared before me Jared V. Osmond, who acknowledged himself to be the Manager of Osmond Management, LLC, a Utah Limited Liability Company, Manager of 93 South Main, LLC, a Utah limited liability company, and that he, as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained.


Notary Public



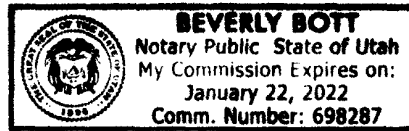
STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

On this 5th day of February, 2018, personally appeared before me Brian Gochmour, the person who executed the within instrument as a Manager of The Boyer Company, L.C., a Utah limited liability company, which is the Manager of Boyer Bangerter, L.C., a Utah limited liability company and acknowledged to me that he executed the within instrument on behalf of said company.



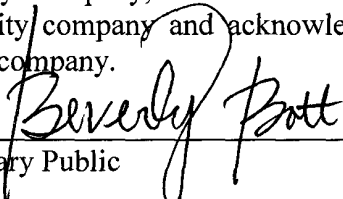
Notary Public

My Commission Expires: 1/22/22



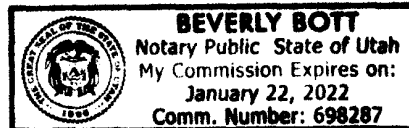
STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

On this 5th day of February, 2018, personally appeared before me Brian Gochmour, the person who executed the within instrument as a Manager of The Boyer Company, L.C., a Utah limited liability company, which is the Manager of Boyer Bangerter Office 1, L.C., a Utah limited liability company and acknowledged to me that he executed the within instrument on behalf of said company.



Notary Public

My Commission Expires: 1/22/22

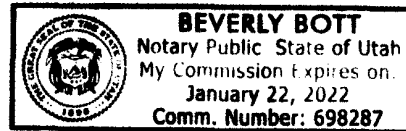


STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

On this 5th day of February, 2018, personally appeared before me Brian Gochmour, the person who executed the within instrument as a Manager of The Boyer Company, L.C., a Utah limited liability company, which is the manager of East Bay Associates No. 2, L.C., a Utah limited liability company (f/k/a East Bay Associates No. 2, LTD, a Utah limited partnership), and acknowledged to me that he executed the within instrument on behalf of said partnership.

Beverly Bott
Notary Public

My Commission Expires: 1/22/22

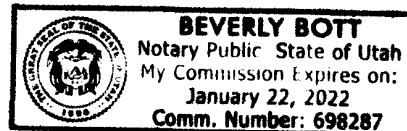


STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

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Beverly Bott
Notary Public

My Commission Expires: 1/22/22



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

On this ~~22nd~~ ^{MARCH} day of February, 2018, personally appeared before me
Loss Fred, the person who executed the within instrument as a manager of
HOME BUILDERS, LLC, a Utah limited liability company and acknowledged to me that he
executed the within instrument on behalf of said company.

Michael P. Chabries
Notary Public

My Commission Expires: 8-27-2019



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

On this ____ day of February, 2018, personally appeared before me
_____, the person who executed the within instrument as a manager of
HOME BUILDERS, LLC, a Utah limited liability company and acknowledged to me that he
executed the within instrument on behalf of said company.

Notary Public

My Commission Expires:

EXHIBIT "A"

(Description of Parcel 1)

Property located in Salt Lake County, Utah more particularly described as follows:

Lot 1 OSMOND OFFICE MINOR SUBDIVISION PLAT, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder, recorded January 30, 2018 as Entry No. 12706689 in Book 2018P at Page 47

EXHIBIT "B"

(Description of Parcel 2)

Property located in Salt Lake County, Utah more particularly described as follows:

Lot 2, OSMOND OFFICE MINOR SUBDIVISION PLAT, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder, recorded January 30, 2018 as Entry No. 12706689 in Book 2018P at Page 47

EXHIBIT "C"

(Description of Parcel 3)

Property located in Salt Lake County, Utah more particularly described as follows:

Lot 2, 136 CENTER OFFICE PLAT, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder's office

EXHIBIT "D"

(Description of Parcel 4)

Property located in Salt Lake County, Utah more particularly described as follows:

Lots 1 and 3, 136 CENTER OFFICE PLAT, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder's office.

EXHIBIT "E"

(Description of Existing Access Area)

Property located in Salt Lake County, Utah more particularly described as follows:

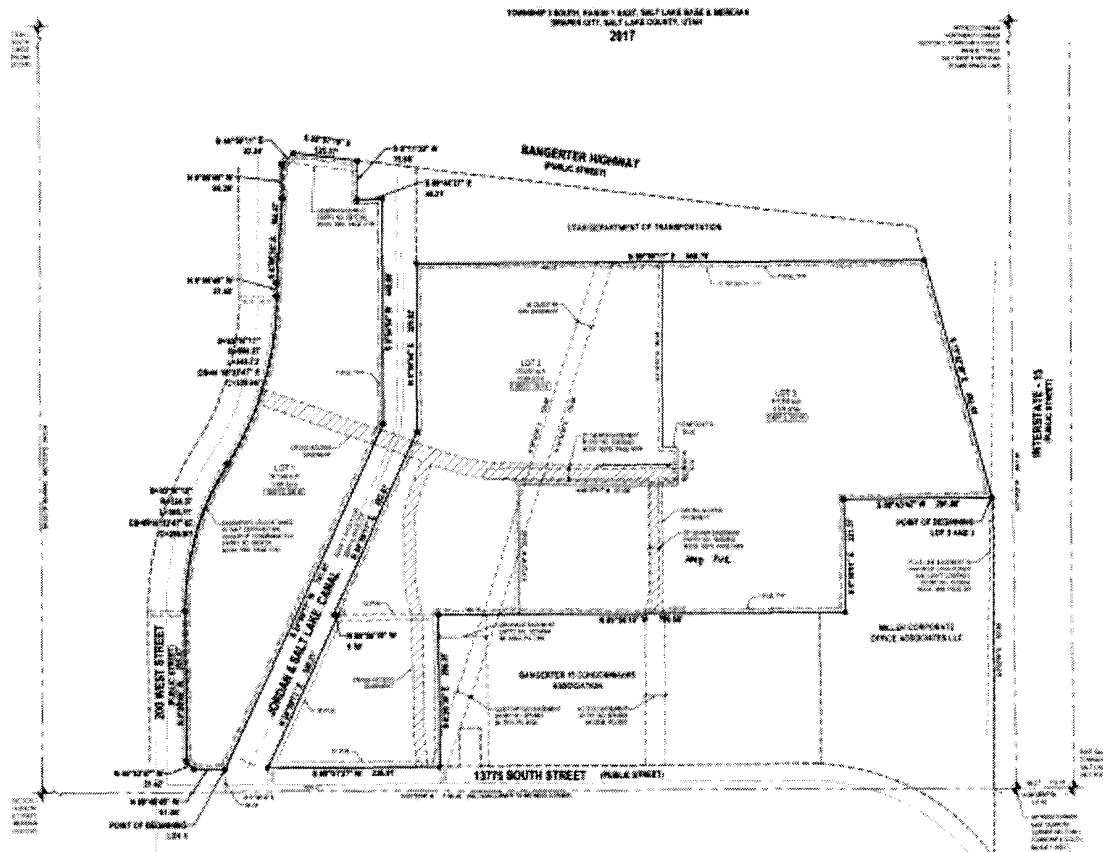
Beginning at a point being North 89°59'54" West 773.60 feet along the section line and North 605.03 feet from the East Quarter Corner of Section 1, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running

thence North 89°37'41" West 29.50 feet;
thence South 00°22'19" West 260.12 feet;
thence North 89°56'19" West 24.00 feet;
thence North 00°22'19" East 260.25 feet;
thence North 89°37'41" West 260.23 feet;
thence Northwesterly 169.83 feet along the arc of a 515.50 foot radius curve to the right (center bears North 00°22'19" East and the chord bears North 80°11'23" West 169.07 feet with a central angle of 18°52'34");
thence North 70°45'06" West 6.14 feet;
thence South 19°14'54" West 73.61 feet;
thence Southwesterly 48.37 feet along the arc of a 145.00 foot radius curve to the left (center bears South 70°30'48" East and the chord bears South 09°55'46" West 48.15 feet with a central angle of 19°06'53");
thence South 00°22'19" West 91.11 feet;
thence Southeasterly 52.70 feet along the arc of a 189.00 foot radius curve to the left (center bears South 89°37'41" East and the chord bears South 07°37'00" East 52.53 feet with a central angle of 15°58'39");
thence Southeasterly 30.30 feet along the arc of a 199.50 foot radius curve to the right (center bears South 74°23'41" West and the chord bears South 11°15'14" East 30.27 feet with a central angle of 08°42'10");
thence South 06°54'09" East 20.62 feet;
thence South 00°08'38" East 218.55 feet;
thence South 07°39'17" East 14.62 feet;
thence South 05°46'06" East 31.66 feet;
thence South 00°08'33" East 15.93 feet;
thence South 89°51'27" West 22.00 feet;
thence North 00°08'33" West 14.85 feet;
thence North 05°46'06" West 51.16 feet;
thence North 00°08'38" West 213.42 feet;
thence North 06°54'09" West 19.32 feet;
thence Northwesterly 26.96 feet along the arc of a 177.50 foot radius curve to the left (center bears South 83°05'51" West and the chord bears North 11°15'14" West 26.94 feet with a central angle of 08°42'10");
thence Northwesterly 58.84 feet along the arc of a 211.00 foot radius curve to the right (center bears North 74°23'41" East and the chord bears North 07°37'00" West 58.65 feet with a central angle of 15°58'39");
thence North 00°22'19" East 91.11 feet;
thence Northeasterly 55.67 feet along the arc of a 167.00 foot radius curve to the right (center bears South 89°37'41" East and the chord bears North 09°55'17" East 55.41 feet with a central angle of 19°05'54");
thence North 19°14'54" East 73.56 feet;
thence North 70°45'06" West 337.58 feet;

thence Northeasterly 31.00 feet along the arc of a 596.37 foot radius curve to the left
(center bears North $69^{\circ}15'45''$ West and the chord bears North $19^{\circ}14'54''$ East 31.00 feet with a
central angle of $02^{\circ}58'43''$);
thence South $70^{\circ}45'06''$ East 365.72 feet;
thence Southeasterly 159.62 feet along the arc of a 484.50 foot radius curve to the left
(center bears North $19^{\circ}14'54''$ East and the chord bears South $80^{\circ}11'23''$ East 158.90 feet with a
central angle of $18^{\circ}52'34''$);
thence South $89^{\circ}37'41''$ East 313.73 feet;
thence South $00^{\circ}22'19''$ West 31.00 feet to the point of beginning.

EXHIBIT "E-1"

(Depiction of Existing Access Area)



CONSENT AND SUBORDINATION OF LIENHOLDER

Effective as of the 26 day of February, 2018, by U.S. BANK NATIONAL ASSOCIATION (the "Lender"), as the holder of the liens encumbering Lot 2 arising under the following document (including all amendments and/or modifications thereto):

Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated April 18, 2017, from Boyer Bangerter Office 1, L.C., a Utah limited liability company and East Bay Lot 2 Owner, L.C., a Utah limited liability company, to the trustee named therein for the benefit of Lender, and recorded on April 19, 2017 as Entry No. 12518615 in the Official Records of Salt Lake County, Utah (as subsequently amended, restated, assigned, assumed or otherwise modified);

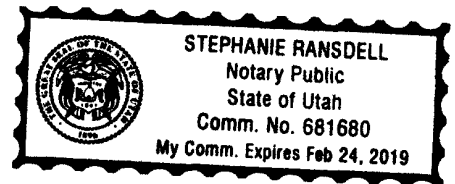
hereby consents to the recording of this Easement Agreement and agrees that the liens evidenced by, and all other rights and interests of Lender arising under, the foregoing documents shall be and are hereby subordinated to this Easement Agreement.

U.S. BANK NATIONAL ASSOCIATION

By: *Michelle Pearce*
Name: Michelle Pearce
Title: V.P.

State of Utah)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me on Feb 26, 2018, by Michelle Pearce, the Vice President of U.S. BANK NATIONAL ASSOCIATION by and on behalf of said national association.



CONSENT AND SUBORDINATION OF LIENHOLDER

Effective as of the 1st day of ~~February~~ ^{March}, 2018, by **CENTRAL BANK** (the "Lender"), as the holder of the liens encumbering Parcel 1 arising under the following document (including all amendments and/or modifications thereto):

Central Bank (the "Lender"), as the holder of a lien encumbering certain real property pursuant to that certain Construction Deed of Trust executed by Home Builders, LLC, a Utah limited liability company, as trustor, to the trustee named therein for the benefit of the Lender, as beneficiary, which was recorded on October 2, 2017 as Entry No. 12628779, in Book 10605 at Page 900, in the Salt Lake County Recorder's Office, as amended, consents to the recording of this instrument and subordinates its lien thereto

hereby consents to the recording of this Easement Agreement and agrees that the liens evidenced by, and all other rights and interests of Lender arising under, the foregoing documents shall be and are hereby subordinated to this Easement Agreement.

CENTRAL BANK

By: 

Name: Jordan Duckett

Title: Assistant Manager-officer

State of Utah)
County of Utah) ss.

The foregoing instrument was acknowledged before me on March 1st 2018, by Jordan Duckett, the Assistant Manager of **CENTRAL BANK** by and on behalf of said national association.

