

WHEN RECORDED, MAIL TO:

Paul M. Durham
DURHAM JONES & PINEGAR
111 E. Broadway, Suite 900
Salt Lake City, Utah 84111

Affects Parcel Nos. 47:254:0003,
140570072 and 140570073

DECLARATION AND GRANT

OF

CROSS EASEMENTS

(Mutual Grant of Perpetual, Non-Exclusive Access Easement for Ingress and Egress)

THIS DECLARATION AND GRANT OF CROSS EASEMENTS (this "Declaration") is made and entered into as of the 14th day of August, 2014, by and among N P LOTS, LLC, a Limited Liability Company, NOAH CORPORATION, a Utah Corporation and ROCKWORKS NOAHS, LLC, with an office at 1976 W 700 North, Lindon, Utah , (together sometimes referred to as (Noah) and B W, Inc., an Idaho Corporation, and DON BRANDT, an individual (B W Inc. and Don Brandt are sometimes collectively referred to hereinafter as "DMB") with an address at 250 South Beechwood, Suite 120, Boise, Idaho 83709. Noah and DMB are hereinafter sometimes referred to as a "party" or collectively as the "parties".

RECITALS

- A. Noah is the fee title owner of certain real property located in Utah County, State of Utah as described in Exhibit "A" hereto (the "Noah Property").
- B. DMB is the fee title owner of certain property located in Utah County, State of Utah as described in Exhibit "B" hereto (the "DMB Property").
- C. The parties desire to grant each other mutual access for ingress and egress over and across the parking and driveway areas as now and in the future may exist on the Noah Property and the DMB Property.

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this Declaration, as well as the mutual benefits to be derived herefrom and other good and valuable consideration acknowledged and received by each of the parties hereto, Noah and DMB hereby agree as follows:

TERMS

1. Grant of Easements. Noah grants and conveys to DMB for the benefit of the DMB Property a perpetual, nonexclusive easement and right of way (the "Noah Easement") upon, over and across the Noah Property for access for ingress and egress of persons and vehicles to, from and over the DMB Property as provided herein. DMB grants and conveys to Noah for the benefit of the Noah Property a perpetual, nonexclusive easement and right of way (the "DMB Easement") upon, over and across the DMB Property for access for ingress and egress of persons and vehicles, to, from and over the Noah Property as provided herein.

2. Shared, Nonexclusive Use. Exclusive use of the Noah Property and the DMB Property is not hereby granted by either party. Instead, each of Noah and DMB expressly reserves the right to use their own property to the fullest extent so long as any such use does not permit any person to unreasonably interfere with the non-exclusive right and easement for access which is herein granted. Nothing herein shall require either party to develop their property in any certain manner, except that each party shall maintain the other party's access for ingress and egress across the servient property to a public street.

3. Permitted Use. The use by the holders of the dominant tenements of the easement granted herein shall be limited to such uses as are described herein, which uses shall be made in such a manner as will least interfere with the use of the servient tenements by the owners and tenants thereof. The Noah Easement shall be used by DMB for its benefit and for the benefit of its tenants, customers and business invitees for access for persons and vehicles for ingress and egress over and across the Noah Property to and from the DMB Property and for access to public streets. The DMB Easement shall be used by Noah for its benefit and for the benefit of its tenants, customers and business invitees for access for persons and vehicles for ingress and egress over and across the DMB Property to and from the Noah Property and for access to public streets.

4. Amendment. This Declaration may not be amended or modified except with the consent of Noah and DMB, and then only by a written instrument duly executed, acknowledged by such parties and recorded in the office of the County Recorder of Utah County, Utah.

5. Successors and Assigns. All of the provisions in this Declaration, including the benefits and burdens, shall be and are binding upon and inure to the benefit of the successors and assigns of the fee title owners of the Noah Property and the DMB Property, respectively.

5. Default. No person shall be deemed to be in default of any provision of this Declaration except upon the expiration of thirty (30) days from receipt of written notice specifying the particulars in which such person has failed to perform the obligations of this Declaration, unless such person, prior to the expiration of said thirty (30) days, has rectified the particulars specified in said notice. Failure to cure any such default shall entitle the nonbreaching party to any remedies at law or equity including, without limitation, specific performance, reasonable expenses, attorney fees and costs.

6. Maintenance of the Properties. Noah, its tenants and assigns shall be solely responsible for the care and maintenance of the Noah Property and any improvements located thereon, at its sole cost and expense. Likewise, DMB, its tenants and assigns shall be solely responsible for the care and maintenance of the DMB Property and any improvements located thereon, at its sole cost and expense.

7. Payment of Property Taxes. Noah shall bear all costs and liabilities associated with all real estate taxes or other assessments levied by competent authorities upon the Noah Property. DMB shall bear all costs and liabilities associated with all real estate taxes or other assessments levied by competent authorities upon the DMB Property.

8. Waiver. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

9. No Joint Venture; Merger. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Declaration contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

10. Choice of Law; Recordation. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah. This Declaration shall be recorded in the records of the County Recorder of Utah County, Utah.

11. Successors and Assigns; Run with the Land. All of the provisions in this Declaration, including the benefits and burdens, shall be and are binding upon and inure to the benefit of the successors and assigns of the parties hereto. All obligations of Noah under this Declaration, if more than one person or entity is the successor or assign of Noah, shall be jointly and severally binding on each such person or entity. Likewise, all obligations of DMB under this Declaration, if more than one person or entity is the successor or assign of DMB, shall be jointly and severally binding on each such person or entity. The easements, agreements, duties, responsibilities and covenants herein contained shall be easements and covenants running with the land in perpetuity.

12. No Third Party Beneficiaries. Nothing in this Declaration is intended to create an enforceable right, claim or cause of action by any third party against any party to this Declaration.

13. Authority of Signatory. Each person executing this Declaration certifies that he or she is duly authorized to execute this Declaration on behalf of the party for which he or she is signing, and that the person has the authority to bind said party to the terms of this Declaration.


14. Independent Provisions. If any provision herein is held invalid or unenforceable, such a finding shall not affect the validity of the remainder of the Declaration, the parties hereto hereby stipulate that all provisions are deemed severable and independent.

15. Counterparts. This Declaration and any originals of exhibits referred to herein may be executed and acknowledged in any number of duplicate originals or counterparts, each of which (when the original signatures are affixed together with the applicable acknowledgment) shall be an original but all of which shall constitute one and the same instrument.


IN WITNESS WHEREOF the parties hereby enter into this Declaration effective as of the date first indicated above.

NOAH:

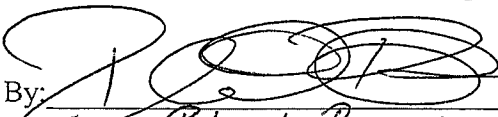
NP LOTS, LLC, a Utah Limited Liability Company

By: 
Name: Ronald Neil
Title: Manager

ROCKWORKS NOAHS, LLC, a Utah Limited Liability Company


By: 
Name: Rob Reynolds
Title: Managing Member


NOAH COPORATION, a Utah Corporation

By: 
Name: Robert Baker
Title: Dir. of Development

DMB:

B W Inc., an Idaho Corporation

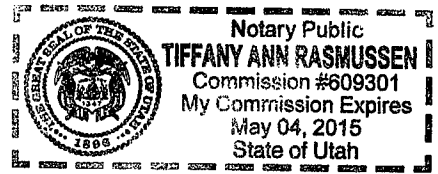
By: 
Name: Dennis M. Baker
Title: President


DON BRANDT, an individual

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 15 day of August, 2014,
by Ronald Neil the Manager of NP Lots, LLC, a Utah Limited Liability
Company.

Tiffany Ann Rasmussen
NOTARY PUBLIC



STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ___ day of August, 2014,
by _____ the President of Noah Corporation, a Utah Corporation.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ___ day of August,
2014, by _____ the Manager of Rockworks Noahs, LLC, a Utah
Limited Liability Company.

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ___ day of August, 2014,
by _____ the Manager of NP Lots, LLC, a Utah Limited Liability
Company.

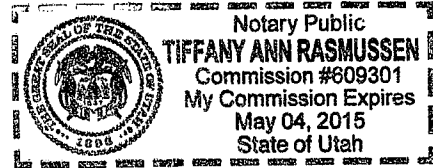
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 14 day of August, 2014,
by Robert Bryant the President of Noah Corporation, a Utah Corporation.

Tiffany Ann Rasmussen

Notary Public

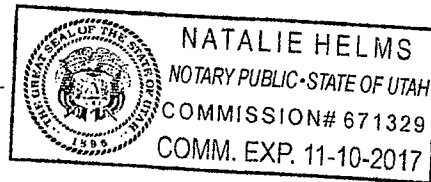


STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 15th day of August,
2014, by Rob Reynolds the Manager of Rockworks Noahs, LLC, a Utah
Limited Liability Company.

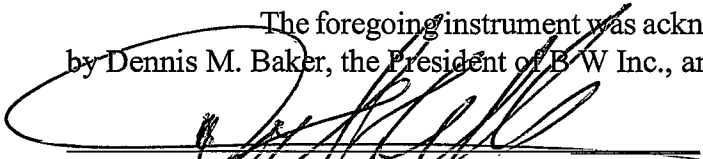
Natalie Helms

NOTARY PUBLIC

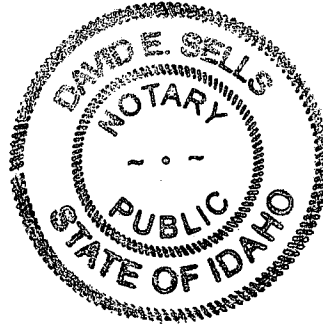


STATE OF IDAHO)
 : ss.
COUNTY OF ADA)

The foregoing instrument was acknowledged before me this ~~14th~~ day of August, 2014, by Dennis M. Baker, the President of B W Inc., an Idaho Corporation.

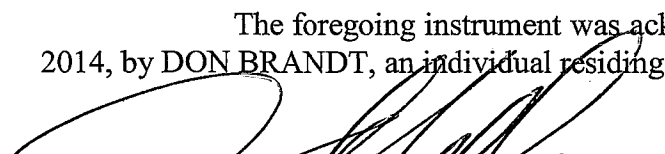


NOTARY PUBLIC



STATE OF IDAHO)
 : ss.
COUNTY OF ADA)

The foregoing instrument was acknowledged before me this ~~14th~~ day of August, 2014, by DON BRANDT, an individual residing in the State of Idaho.



NOTARY PUBLIC

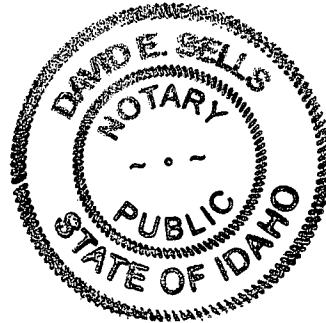


EXHIBIT "A"

Noahs property

A PARCEL OF LAND, SITUATE IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a point on the North right of way line of 700 North Street which is south 89 degrees 37'36" West 3,685.48 feet and South 1435.89 feet from the West quarter corner of Section 30, Township 5 south, Range 2 East, Salt Lake Base and Meridian:

Thence North 60 degrees 16'35" West along said Right of Way Line 35.69 feet;

Thence North 89 degrees 32'39" East 725.53 feet;

Thence South 00 degrees 00'33" West to the North Right of Way line of 700 North Street 250.68 feet;

And running thence Northeasterly along said right of way line 736.15 feet along the Arc of a 1,949.00 foot radius curve to the right (chord bears North 71 degrees 37'35" West 731.78 feet) to the Point of Beginning.

EXHIBIT "B"

BEGINNING at a point West 594.00 feet from the Southeast corner of Section 30, Township 5 South, Range 2 East, Salt Lake, Base & Meridian; thence South 82.50 feet; thence West: 330-00 feet; thence North 660.00 feet; thence West 344.64 feet; thence North 0 deg. 24'18" East 640 - 02; feet; thence West 451.88 feet to a point which is 13.4 chains East of the center of said Section; thence: North 10.20 feet; thence West 77.01 feet; thence North 1345.36 feet; thence North 89 deg.' 28'00." East 891.30 feet; thence South 1343.86 feet; thence East 307.74 feet; thence South 1237.50 feet to the point of BEGINNING.

Excepting therefrom:

A part of the Southeast quarter of Section. 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, U.S. Survey, in Pleasant Grove City, Utah County, Utah:

Beginning at a point 112.20 feet South 0 deg. 10'09" East along the section line from the East quarter corner of said Section 30, and running thence West 181.50 feet; thence North 6.60 feet; thence West 355.07 feet, thence North 20.35 feet; thence South 89 deg. 28' West 357.54 feet; thence North 5.82 feet; thence South 89 deg. 28' West 861.37 feet to a point on the projection of an existing fence along the West line of 1300 West Street; thence along said fence line the following two courses: South 9 deg. 34'38" East 173.47 feet; and South 0 deg. 20'35" West 1174.61 feet; thence East 25.23 feet; thence North 7.33 feet; thence North 89 deg. 32'26" East 1113.85 feet; thence South 0 deg, 10'11" East 6.47 feet, thence East 8.16 feet to a point on the West line of the Blackhurst Property; thence along said Blackhurst Property the following twocourses: North 265.45 feet to the Northwest corner thereof and South 89 deg. 59'24" East 345.65 feet to the Westerly line of The Pleasant Grove City Property; thence North 13 deg. 34'25" East 51.94 feet along said City Property to an existing fence; thence North 89 deg. 18'05" East 231.58 feet along said existing fence to the section line, thence North 0 deg. 10'09" West 995.72 feet along said Section line to the point of beginning.

Also Less and Excepting:

Commencing at a point located North 00°10'09' West along the section line 869.65 feet and West 591.43 feet from the Southeast Corner of Section 30, Township 5 South, Range 2 East, Saft Lake Base and Meridian, said point being the Point of Beginning; thence South 88°54'21 " West 70.92 feet to a point on a curve; thence northwesterly 608.40 feet along the arc of an 2051.00 foot radius curve to the right through a central angle of 16°59'46', whose chord bears North 82°35'46" West 606.17 feet; thence North 00°24'18" East 106.06 feel along a westerly line of a parcel of land owned by B.W. Inc. as recorded in the office of the Utah County Recorder, entry no. 78740-2002, to a point on a curve; thence southeasterly 606.48 feet along the arc of an 1 949.00 foot radius curve to the left through a central angle of 17°49'44', whose chord bears South 82°10'47" East 604.04 feet; thence North 88°54'21" East 72.87 feet; thence South 102.02 feet along the easterly line of said parcel to the Point of Beginning; and Commencing at a point located North 00°10'09" West along the section line 1217.51 feet and West 1651.14 feet from ths Southeast Corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, said point being the Point of Beginning; thence West 61.23 feet along a southerly line of a parcel of land owned by B.W. Inc. as recorded in the office of the Utah County Recorder, entry no. 78740-2002; thence North 17.55 feet along a westerly fine of said parcel; thence North 89°32'26' East 30.07 feet along the northerly line of said parcel to a point on a curve; thence southeasterly 35.89 feet along the arc of an 1949.00 foot radius curve to the left through a central angle of 01°03'18", whose chord bears South 60°16'41 " East 35.89 feet to the Point of Beginning.

Also Less and Excepting:

Commencing at a point located North 971.64 feet and West 594 feet and South 88°54'21" West 72.85 feet and thence along a curve to the right (chord bears North 82°10'47" West 604.03 feet, radius=1949 feet) arc length = 606.48 feet and thence along a curve to the right (chord bears North

73°15'53" West 0.04 feet, radius=1949 feet) arc length=0.04 feet and North 0°24'18" East 165.0 feet from the Southeast Corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence North 0°24'18" East 21.15 feet; thence South 89°32'26" West 421.92 feet; thence along a 1949 foot radius curve to the Left 35.84 feet (chord bears South 60°16'38" East 35.84 feet); thence East 390.63 feet to the point of beginning.

Also, Less and Excepting any portion lying South of 700 North Street.

Known on the County Records as follows:

COM N 971.64 FT & W594 FT FR SE COR. SEC. 30, T5S, R2E, SLB&M.; S 88 DEG 54' 21" W 72.85 FT; ALONG a CURVE TO R (CHORD BEARS: N 82 DEG 10'47" W 604.03 FT, RADIUS = 1949 FT) ARC LENGTH = 606.47 FEET; ALONG A CURVE TO R (CHORD BEARS: N 73 DEG 15' 52" W .04 FT, RADIUS = 1949 FT) ARC LENGTH = 0.04 FEET; N 0 DEG 24' 18" E 186.21 FT; N 89 DEG 32' 26" E 661.8 FT; S 0 DEG 10' 11" E 6.47 FT; E 8.16 FT; S 265.86 FT TO BEG.