

When Recorded, Mail To:

Corporation of the Presiding Bishop of
The Church of Jesus Christ of Latter-day Saints
50 East North Temple, 12th Floor
Salt Lake City, Utah 84150
Attn: Real Estate Service [CPB PN.:500-6938]

Affecting portion of Tax Parcel No. _____

ACCESS EASEMENT

THIS ACCESS EASEMENT (this "**Agreement**") is made and executed this ____ day of _____, 2014, by and between G&G - STACEY AT MEANDERING, LLC, a Virginia limited liability company ("**Grantor**"), and CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("**Grantee**").

RECITALS

A. Grantor is the owner of certain real property located in Fairview, Texas, more particularly described on Exhibit A and depicted on Exhibit B, both attached hereto and by this reference incorporated herein (the "**Grantor's Property**").

B. Grantee desires to obtain an access easement (the "**Access Easement**") on, over, and across that portion of the Grantor's Property depicted on Exhibit C (the "**Easement Area**"), attached hereto and incorporated herein by this reference, for the benefit of property owned by Grantee located adjacent to the Grantor's Property (the "**Grantee's Property**"), which Grantee's Property is more particularly described on Exhibit D, attached hereto and incorporated herein by this reference. The Easement Area is more particularly described on Exhibit E, attached hereto and incorporated herein by this reference.

C. Grantor is willing to grant the Access Easement to Grantee, subject to the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Easement.**

1.1 **Grant of Access Easement.** Grantor hereby conveys to Grantee the Access Easement on, over, and across the Easement Area for the use, construction, design, repair, installation, and replacement of an access way for pedestrian and vehicular ingress and egress to and from the Grantee's Property and to provide access to Grantee's Property for emergency vehicles, school busses, and other governmental officials while on official business. The Access Easement will permit Grantee's Property, as is currently developed and as may be developed in the future, to use the Easement Area for the purposes stated herein.

1.2 **Grant of Additional Easement.** Grantor hereby conveys to Grantee a non-exclusive easement in, on, over, under and across areas adjacent to or otherwise near the Easement Area, currently owned by Grantor, necessary to allow Grantee to construct, install and/or maintain the Access Easement.

2. **Restrictions on the Easement.** Grantor will not obstruct Grantee's use of the Access Easement as stated herein.

3. **Maintenance.** Grantee will maintain and repair the Access Easement until such time as Grantor commences construction on Grantor's Property. At such time, Grantee shall be relieved of all maintenance and repair obligations and Grantor will maintain and repair the Access Easement: (i) to standards required by any applicable municipal/government authorities, including snow removal; and (ii) in a workmanlike and acceptable manner such that Grantee may utilize the Access Easement granted herein, including maintaining the Access Easement in such a manner as to allow Grantee to access and use the Access Easement unobstructed.

4. **Run with the Land/Successors.** This Agreement, and the easement granted herein, are perpetual and shall run with the land described herein, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

5. **Attorneys' Fees.** In the event any party brings or commences legal proceedings to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other party, to be fixed by the court in the same action. The phrase "legal proceedings" shall include appeals from a lower court judgment. The phrase "prevailing party" shall mean the party that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief which the party sought.

6. **Self Help.** In the event Grantor defaults in its obligations to maintain and repair the Access Easement pursuant to Section 3 above, after ten (10) days written notice (unless in case of emergency wherein no written notice will be required) to Grantor, Grantee may undertake to complete the maintenance and repair of the same. Upon the completion of the maintenance or repair, Grantor shall pay Grantee the actual costs of maintaining or repairing the same, plus a 10% administrative fee, within fifteen (15) days after receipt of a statement itemizing the costs incurred.

7. **No Public Use/Dedication.** Grantor's Property and the Easement Area are and will at all times remain the private property of Grantor. The use of the Easement Area is permissive and is limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public may acquire or be entitled to claim or assert any rights to the Easement Area or Grantor's Property beyond the express terms and conditions of this Agreement.

8. **Governing Law.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Texas and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

9. **Entire Agreement.** This Agreement, and any addenda or exhibits attached hereto, and made a part hereof, contain the entire agreement of the parties with respect to the matters covered hereby, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained herein or in another writing signed by the parties, shall be binding or valid.

10. **Counterparts.** The parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the parties shall treat a recorded copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a recorded copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

[signatures below]

EXECUTED by Grantor and Grantee on the date first set forth above.

Grantor:

G&G - STACEY AT MEANDERING, LLC,
a Virginia limited liability company

By: M. Dy
Name (Print): Michael Dyrr
Its: Authorized Agent

Grantee:

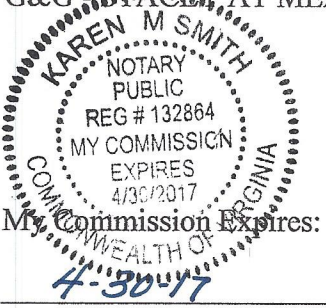
CORPORATION OF THE PRESIDING
BISHOP OF THE CHURCH OF JESUS
CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole

By: _____
Name (Print): _____
Its: _____

[acknowledgements to follow]

STATE OF VIRGINIA)
CITY)
COUNTY OF ALEXANDRIA) :ss.

The foregoing instrument was acknowledged before me this 13th day of AUGUST, 2014, by MICHAEL DYER, the AUTHORIZED AGENT of G&G STONEY AT MEANDERING, LLC, a Virginia limited liability company.


My Commission Expires: 4-30-17

Karen Smith
NOTARY PUBLIC
Residing at: VIENNA, VIRGINIA

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, the Authorized Agent of the CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

EXHIBIT A

(Legal Description of the Grantor's Property)

G & G - Stacy at Meandering LLC, a Virginia limited liability company

BEING a tract of land situated in the J. Taylor Survey, Abstract No. 909 recorded in C.C.#01-0062389 of the Deed Records of Collin County, Texas, and a tract of land recorded in C.C.#01-0135039 of the Deed Records of Collin County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch yellow-capped iron rod found for corner in the North Right of Way line of F.M. 2788 (Stacy Road), said point being the Southwest corner of said tract recorded in C.C.# 01-0135039 and being the Southeast corner of a tract of land recorded in C.C.# 01-0031031 of the Deed Records of Collin County, Texas;

THENCE North 02 degrees 05 minutes 08 seconds West, a distance of 658.61 feet to a 1/2 inch rod found for corner, said point being in the South line of River Oaks II, an Addition to the Town of Fairview, Texas according to the plat thereof recorded in Volume H, Page 437 of the Plat Records of Collin County, Texas;

THENCE South 88 degrees 35 minutes 50 seconds East, a distance of 55.26 feet to a 1/2 inch iron rod found for corner;
THENCE North 87 degrees 51 minutes 00 seconds East, a distance of 170.90 feet to a 1/2 inch iron rod found for corner;
THENCE North 89 degrees 24 minutes 50 seconds East, a distance of 158.80 feet to a 1/2 inch iron rod found for corner;

THENCE South 89 degrees 35 minutes 10 seconds East, a distance of 148.50 feet to a 1/2 inch iron rod found for corner;
THENCE North 88 degrees 34 minutes 00 seconds East, a distance of 407.20 feet to a 1/2 inch iron rod found for corner, said point being in the West Right of Way line of Meandering Way;

THENCE South 02 degrees 05 minutes 08 seconds East, a distance of 245.94 feet to a 1/2 inch iron rod found for corner;
THENCE South 02 degrees 41 minutes 42 seconds West, a distance of 300.00 feet to a 1/2 inch iron rod found or corner;
THENCE South 02 degrees 05 minutes 08 seconds East, a distance of 100.00 feet to a 1/2 inch iron rod found for corner, said point being the intersection of the said North Right of Way line of F.M. 2788 with the said West Right of Way line of Meandering Way;
THENCE South 88 degrees 06 minutes 26 seconds West, a distance of 561.94 feet to a 1/2 inch iron rod found for corner;
THENCE South 88 degrees 22 minutes 24 seconds West, a distance of 353.41 feet to the PLACE OF BEGINNING

EXHIBIT B

(Depiction of the Grantor's Property)

EXHIBIT C

(Depiction of the Access Easement Area)

EXHIBIT

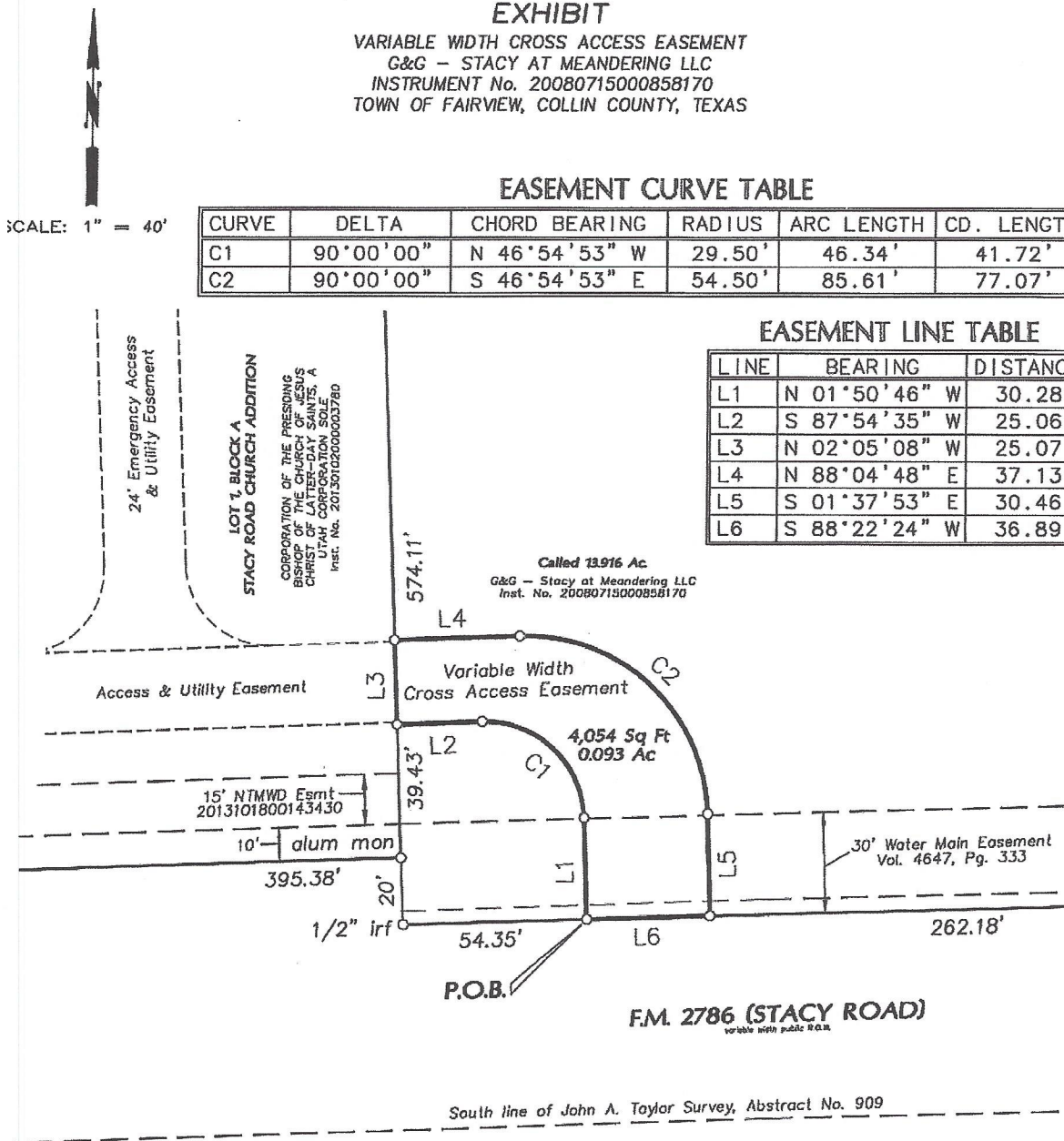
VARIABLE WIDTH CROSS ACCESS EASEMENT
G&G - STACY AT MEANDERING LLC
INSTRUMENT No. 20080715000858170
TOWN OF FAIRVIEW, COLLIN COUNTY, TEXAS

EASEMENT CURVE TABLE

CURVE	DELTA	CHORD BEARING	RADIUS	ARC LENGTH	CD. LENGTH
C1	90°00'00"	N 46°54'53" W	29.50'	46.34'	41.72'
C2	90°00'00"	S 46°54'53" E	54.50'	85.61'	77.07'

EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L1	N 01°50'46" W	30.28'
L2	S 87°54'35" W	25.06'
L3	N 02°05'08" W	25.07'
L4	N 88°04'48" E	37.13'
L5	S 01°37'53" E	30.46'
L6	S 88°22'24" W	36.89'



NOTES:

alum mon = aluminum monument
esmt = easement
Inst no. = Instrument number
irf = iron rod found for corner
p.o.b. = Point of Beginning
vol/pg = volume/page

Basis of Bearings is the east line (North 02°05'08" West) of Lot 1, Block A of Stacy Road Church Addition, an addition of the Town of Fairview, Collin County, Texas according to the plat thereof recorded in Instrument Number _____, O.P.R.C.C.T.

EXHIBIT D

(Legal Description of the Grantee's Property)

EXHIBIT D

Legal Description of the Grantee's Property

BEING A 6.000 ACRE TRACT OF LAND, SITUATED IN THE JOHN A. TAYLOR SURVEY, ABSTRACT NO. 909, AND BEING PART OF A 38.134 ACRE TRACT OF LAND AS DESCRIBED IN SPECIAL WARRANTY DEED TO J.D. GOODMAN, JR. FAMILY PARTNERS, LTD. AS RECORDED IN VOLUME 4064, PAGE 2408, DEED RECORDS, COLLIN COUNTY, TEXAS, SAME BEING ALL OF A 6.000 ACRE TRACT OF LAND AS DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO MICHAEL L. FRY AND LINDA L. FRY AS RECORDED IN VOLUME 4883, PAGE 481, DEED RECORDS, COLLIN COUNTY, TEXAS, SAID 6.000 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ½ INCH IRON ROD FOUND FOR CORNER IN THE NORTH LINE OF F.M. 2788 (STACY ROAD), THAT BEARS A CALLED BEARING AND DISTANCE SOUTH 88° 06' 26" WEST, 561.94 FEET AND SOUTH 88° 22' 24" WEST, 353.41 FEET FROM THE SOUTHEAST CORNER OF A CALLED 13.916 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO G&C - STACY AT MEANDERING LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 20080715000858170, COLLIN COUNTY, TEXAS, SAME BEING THE SOUTHEAST CORNER OF SAID 6.000 ACRE TRACT;

THENCE SOUTH 88° 05' 03" WEST, ALONG THE NORTH LINE OF SAID F.M. 2786, A DISTANCE OF 395.38 FEET TO A ½" IRON ROD SET FOR THE SOUTHWEST CORNER OF SAID 6.000 ACRE TRACT;

THENCE NORTH 02° 05' 08" WEST, DEPARTING SAID F.M. 2786, BEING PARALLEL WITH THE EAST LINE OF AFOREMENTIONED 38.134 ACRE TRACT AND THE WEST LINE OF HEREIN DESCRIBED TRACT, PASSING A TXDOT ALUMINUM MONUMENT FOUND AT 20.00 FEET AND CONTINUING A TOTAL DISTANCE OF 663.49 FEET TO A ½" IRON ROD SET FOR CORNER, BEING IN THE SOUTH LINE OF LOT 8, RIVER OAKS II, AN ADDITION TO THE CITY OF FAIRVIEW, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME H, PAGE 437, PLAT RECORDS, COLLIN COUNTY, TEXAS;

THENCE NORTH 88° 48' 10" EAST, ALONG THE SOUTH LINE OF SAID RIVER OAKS ADDITION, PASSING THE COMMON SOUTH CORNER OF LOTS 7 AND 8 AT 40.41 FEET AND PASSING THE COMMON SOUTH CORNER OF LOTS 6 AND 7 AT 215.41 FEET AND CONTINUING A TOTAL DISTANCE OF 372.59 FEET TO A ½" IRON ROD SET FOR CORNER;

THENCE NORTH 88° 35' 50" EAST, CONTINUING ALONG SAID ADDITION, A DISTANCE OF 22.84 FEET TO A ½" IRON ROD SET FOR CORNER AT THE NORTHWEST CORNER OF THE AFOREMENTIONED G&G TRACT;

THENCE SOUTH 02° 05' 08" EAST, ALONG THE WEST LINE OF SAID G&G TRACT, PASSING A TXDOT ALUMINUM MONUMENT FOUND AT 638.61 FEET AND CONTINUING A TOTAL DISTANCE OF 658.61 FEET TO THE POINT OF BEGINNING AND CONTAINING 261,353 SQUARE FEET OR 6.000 ACRES OF LAND, MORE OR LESS.

SAVE AND EXCEPT:

THAT CERTAIN PARCEL OF LAND BEING 7,733 SQUARE FEET OR 0.1775 ACRES, MORE OR LESS, AND BEING THAT SAME TRACT OF LAND MORE FULLY DESCRIBED IN DEED DATED JUNE 20, 2012, EXECUTED BY MICHAEL L. FRY AND LINDA L. FRY, TO THE STATE OF TEXAS, RECORDED ON OCTOBER 03, 2012, UNDER COUNTY CLERK'S FILE NO. 20121003001258670, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

EXHIBIT E

(Legal Description of the Easement Area)

BEING a 0.093 acre (4,054 square feet) tract of land situated in the John A. Taylor Survey, Abstract No. 909, Collin County, Texas, and being part of a called 13.916 acre tract of land conveyed to G&G – Stacy at Meandering LLC by Instrument No. 20080715000858170 Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a point in the south line of said G&G tract, said point being 54.35 feet North 88°22'24" East of a 1/2 inch iron rod found for southwest corner of said G&G tract, said rod also being in the north line of Stacy Road (F.M. 2786) (a variable width public right-of-way), said rod also being 20 feet South 02°05'08" East of the southeast corner of Lot 1, Block A of Stacy Road Church Addition as recorded in Instrument Number _____ O.P.R.C.C.T.;

THENCE North 01°50'46" West, departing the common line between said Stacy Road and said G&G tract and traveling over and across said G&G tract, for a distance of 30.28 feet to a point for corner and the beginning of a curve to the left with a radius of 29.50 feet and a chord which bears North 46°54'53" West for 41.72 feet;

THENCE along said curve to the left, through a central angle of 90°00'00", for an arc distance of 46.34 feet to a point for corner;

THENCE South 87°54'35" West, a distance of 25.06 feet to a point for corner in the common line between aforementioned Lot 1 and the west line of aforementioned G&G tract;

THENCE North 02°05'08" West, along said common line, for a distance of 25.07 feet to a point for corner;

THENCE North 88°04'48" East, departing said common line and traveling over and across said G&G tract, for a distance of 37.13 feet to a point for corner and the beginning of a curve to the right with a radius of 54.50 feet and a chord which bears South 46°54'53" East for 77.07 feet;

THENCE along said curve to the right, through a central angle of 90°00'00", for an arc distance of 85.61 feet to a point for corner;

THENCE South 01°37'53" East, a distance of 30.46 feet to a point for corner in the aforementioned common line between G&G tract and Stacy Road;

THENCE South 88°22'24" West, along said common line, for a distance of 36.89 feet to the POINT OF BEGINNING and containing 0.093 acres or 4,054 square feet of land, more or less.

Basis of Bearings is the east line (North 02°05'08" West) of Lot 1, Block A of Stacy Road Church Addition, an addition of the Town of Fairview, Collin County, Texas according to the plat thereof recorded in Instrument Number _____, O.P.R.C.C.T.