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CONDITION OF TITLE, NOR DOES IT ASSUME  
ANY RESPONSIBILITY FOR VALIDITY,  
SUFFICIENCY OR EFFECTS OF DOCUMENT.

This document has been recorded electronically.  
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Recorder's stamp as it now appears in the public  
record.

WHEN RECORDED, MAIL TO:

Date: 6-30-21 Entry: 13705856  
Submitted by: Cottonwood Title Ins. Agency, Inc.

AA Alpine Self Storage—West Valley City, LLC  
3330 South 5600 West  
West Valley City, UT 84120

Tax Parcel Numbers: 14-26-476-031; 14-26-476-023; 14-26-476-043; 14-26-476-044, 14-  
26-476-045; 14-26-476-046; 14-26-476-048; 14-26-476-047; 14-26-476-038; 14-26-476-  
052; 14-26-476-042; 14-26-476-029; 14-26-476-032; 14-26-476-041; 14-26-476-025

#122729-BHP

**FIFTH AMENDMENT TO  
FIFTH AMENDMENT TO AND TOTAL RESTATEMENT OF DECLARATION OF  
RESTRICTIONS AND GRANT OF EASEMENTS and SECOND AMENDMENT TO  
FOURTH AMENDMENT TO AND TOTAL RESTATEMENT OF COMMON AREA  
MAINTENANCE AGREEMENT and FOURTH AMENDMENT TO CROSS  
EASEMENT AGREEMENT**

This Fifth Amendment to Fifth Amendment to and Total Restatement of Declaration of Restrictions and Grant of Easements (this "Fifth Amendment—Declaration"), and Second Amendment to Fourth Amendment To and Total Restatement of Common Area Maintenance Agreement (this "Second Amendment—CAM"), and Fourth Amendment to Cross Easement Agreement ("Fourth Amendment—Cross Easement") is made and effective as of this 23<sup>rd</sup> day of June, 2021 by the undersigned property owners.

**RECITALS**

A. The undersigned (the "Parties") are the owners of one or more parcels of land in a commercial shopping center located at the northwest corner of the intersection of 5600 West Street and 3500 South Street in West Valley City, Salt Lake County, Utah (the "Shopping Center").

B. The Shopping Center is subject to that that certain "Fifth Amendment to and Total Restatement of Declaration of Restrictions and Grant of Easements" dated October 27, 1992, and recorded in the official records of the Salt Lake County Recorder, State of Utah, on December 16, 1992, in Book 6574, at Page 75 et seq., as Entry Number 5396348, as amended by that certain "First Amendment to Fifth Amendment to and Total Restatement of Declaration of Restrictions and Grant of Easements" dated June 19, 1997, and recorded in the official records of the Salt Lake County Recorder, State of Utah on October 28, 1997, in Book 7791, at Page 2229 et seq., as Entry Number 6774493, and further amended by that certain "Second Amendment to Fifth Amendment to and Total Restatement of Declaration of Restrictions and Grant of Easements" dated November 3, 2015, and recorded in the official records of the Salt Lake County Recorder, State of Utah on November 13, 2015, in Book

10379, at Page 1454 et seq., as Entry Number 12170367, and further amended by that certain “Third Amendment to Fifth Amendment to and Total Restatement of Declaration of Restrictions and Grant of Easements” dated May 6, 2019, and recorded in the official records of the Salt Lake County Recorder, State of Utah on June 11, 2019, in Book 10790, at Pages 5224, 5232, and 5240 et seq., as Entry Number 13006789, 13006790, and 13006791, and further amended by that “Fourth Amendment to Fifth Amendment to and Total Restatement of Declaration of Restrictions and Grant of Easements” dated July 16, 2019, and recorded in the official records of the Salt Lake County Recorder, State of Utah on July 16, 2019, in Book 10803, at Page 8425 et seq., as Entry Number 13030407 (as amended the "Restated Declaration"). Capitalized terms used in this Fifth Amendment—Declaration that are not defined herein shall have the meanings given to them in the Restated Declaration.

C. The Shopping Center is also subject to that certain “Fourth Amendment to and Total Restatement of Common Area Maintenance Agreement” dated October 27, 1992, and recorded in the official records of the Salt Lake County Recorder, State of Utah, on December 16, 1992, in Book 6574, at Page 129 et seq., as Entry Number 5396349, as amended by that “First Amendment to Fourth Amendment to and Total Restatement of Common Area Maintenance Agreement” dated June 19, 1997, and recorded in the official records of the Salt Lake County Recorder, State of Utah, on October 28, 1997, in Book 7791, at Page 2212 et seq., as Entry Number 6774492 (as amended, the “CAM Agreement”). Capitalized terms used in this Second Amendment—CAM that are not defined herein shall have the meanings given to them in the CAM Agreement.

D. Certain of the parcels constituting the Shopping Center are subject to a “Cross Easement Agreement (Church Parcel)” by and between Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation Sole, GFI Ltd. II – WVC Investments, Ltd., a Utah limited partnership, and Albertson's Inc., a Delaware corporation, dated July 28, 1983 and recorded July 29, 1983 as Entry No. 3824473 in Book 5478 at Page 2373, as amended by that certain “First Amendment to Declaration of Restrictions and Grant of Easements, Common Area Maintenance Agreement, Development Agreement and Cross Easement Agreement (Church Parcel)”, recorded August 24, 1984 as Entry No. 3984818 in Book 5584 at Page 2246, as further amended by that certain “Second Amendment to Declaration of Restrictions and Grant of Easements, Common Area Maintenance Agreement, Development Agreement and Cross Easement Agreement (Church Parcel)”, recorded March 29, 1985 as Entry No. 4066915 in Book 5640 at Page 2410 and recorded April 8, 1985 as Entry No. 4070921 in Book 5643 at Page 1761, as further amended by that certain “Consent to Fifth Amendment to and Total Restatement of Declaration of Restrictions and Grant of Easements and Amendment to Cross Easement Agreement and Confirmation and Grant of Easements”, recorded September 23, 2016 as Entry No. 12372201 in Book 10479 at Page 6233 (as amended, the “Cross Easement Agreement”). Capitalized terms used in this Fourth Amendment—Cross Easement that are not defined herein shall have the meanings given to them in the Cross Easement Agreement.

E. Certain of the parcels constituting the Shopping Center as described in the Exhibits to the Restated Declaration, CAM Agreement, Cross Easement Agreement have

been divided into separate parcels so the respective Exhibits or Schedules need to be updated to reflect the new parcels. Those certain parcels have now been subdivided through the recording of a subdivision plat for Mountain View Business Plaza recorded with the Salt Lake County Recorder as Entry 13004124 in Book 2019P at Page 179.

F. The Restated Declaration and Cross Easement Agreement contain certain restrictions on the parcels included within the Shopping Center, and the CAM Agreement provides for common maintenance and insurance of the Common Areas within the Shopping Center. The Parties desire to revise certain terms and conditions regarding some of the parcels.

G. Paragraph 7.5 of the Restated Declaration states that it may not be modified in any respect or rescinded except with the consent of the Prime Lessees and/or the owners of Parcels 2, 7, 13A and 13B. Paragraph 7.5 of the Restated Declaration further states that the consent of the owners of Parcels 4 and 10 is required if any modification or rescission affects access between such Parcels and the remainder of the Shopping Center or imposes any restrictions on those Parcels. The modifications to the Restated Declaration made in this Fifth Amendment—Declaration do not affect access to or impose restrictions on Parcels 4 or 10.

H. As the owners and/or Prime Lessees of Parcels 2, 7, 13A, and 13B, the Parties have the authority to amend or modify the Restated Declaration in the manner set forth in this Fifth Amendment—Declaration.

I. Paragraph 5 of the Cross Easement Agreement states that it may not be modified in any respect or rescinded except with the consent of owners of Parcels 7, 8, 9, and 13 (also known as Parcels 13A and 13B).

J. As the owners of Parcels 1, 2, 4, 5, 6, 7, 8, 9, 11A, 11B, 12, 13A, and 13B, the Parties have the authority to amend or modify the CAM Agreement in the manner set forth in this Second Amendment—CAM.

#### AMENDMENT

NOW, THEREFORE, the Parties hereby declare, for the reasons cited above, that all of the property in the Shopping Center shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the property, and be binding on all Parties having any right, title, or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof:

1. Incorporation of Recitals. The Parties acknowledge the truth and accuracy of the statements set forth in the above Recitals and incorporate the same herein by this reference.

2. Exhibit A. The Exhibits containing a Site Plan attached to the Restated Declaration and CAM Agreement are hereby deleted, and the Revised Exhibit “A” Site Plan

attached hereto is hereby substituted, attached to, and made an integral part of the respective Restated Declaration, and CAM Agreement.

3. Exhibit B. The Exhibits or Schedules containing relevant Parcel or Legal Descriptions attached to the Restated Declaration and CAM Agreement are hereby deleted, and the Revised Exhibit “B” Property Descriptions attached hereto is hereby substituted, attached to, and made an integral part of the respective Restated Declaration and CAM Agreement.

4. Cross Easement Agreement Exhibits and Schedules. The Exhibits containing a Site Plan related to Parcels 1, 2, 4, 5, 6, 7, 8, 9, 11A, 11B, 12, 13A, and 13B attached to the Cross Easement Agreement are hereby deleted, and the Revised Exhibit “A” Site Plan attached hereto is hereby substituted, attached to, and made an integral part of the Cross Easement Agreement. The Schedules containing Parcel or Legal Descriptions related to Parcels 1, 2, 4, 5, 6, 7, 8, 9, 11A, 11B, 12, 13A, and 13B attached to the Cross Easement Agreement are hereby deleted, and the Revised Exhibit “B” Property Descriptions attached hereto is hereby substituted, attached to, and made an integral part of the Cross Easement Agreement.

5. Parcel 1 from the Restated Declaration, CAM Agreement, and Cross Easement Agreement. The former legal description of Parcel 1 is hereby deleted and substituted with the new legal description of Parcel 1 set forth on Revised Exhibit “B” Property Descriptions, and as identified in the Revised Exhibit “A” Site Plan.

6. Parcel 2 from the Restated Declaration, CAM Agreement, and Cross Easement Agreement. The former legal description of Parcel 2 is hereby deleted and substituted with the new legal description of Parcel 2 set forth on the Revised Exhibit “B” Property Descriptions, and as identified in the Revised Exhibit “A” Site Plan.

7. Parcel 4 from the Restated Declaration, CAM Agreement, and Cross Easement Agreement. The former legal description of Parcel 4 is hereby deleted and substituted with the new legal description of Parcel 4 set forth on the Revised Exhibit “B” Property Descriptions, and as identified in the Revised Exhibit “A” Site Plan.

8. Parcel 5 from the Restated Declaration, CAM Agreement, and Cross Easement Agreement. The legal description of Parcel 5 remains unchanged and is identified as Parcel 5 on the Revised Exhibit “B” Property Descriptions, and as identified in the Revised Exhibit “A” Site Plan.

9. Parcel 6 from the Restated Declaration, CAM Agreement, and Cross Easement Agreement. The former legal description of Parcel 6 is hereby deleted and substituted with the new legal description of Parcel 6 set forth on the Revised Exhibit “B” Property Descriptions, and as identified in the Revised Exhibit “A” Site Plan.

10. Parcel 7 from the Restated Declaration, CAM Agreement, and Cross Easement Agreement. The legal description of Parcel 7 remains unchanged and is identified as Parcel 7 on the Revised Exhibit “B” Property Descriptions, and as identified in the Revised Exhibit “A” Site Plan.

11. Parcel 8 from the Restated Declaration, CAM Agreement, and Cross Easement Agreement. The legal description of Parcel 8 remains unchanged and is identified as Parcel 8 on the Revised Exhibit “B” Property Descriptions, and as identified in the Revised Exhibit “A” Site Plan.

12. Parcels 9, 11A, 12, 13A, and 13B from the Restated Declaration, CAM Agreement, and Cross Easement Agreement. Parcels 9, 11A, 12, 13A, and 13B were subdivided and combined into other parcels, and are now wholly contained within Lots 1, 2, 3, 4, 5, and 6 of the Mountain View Business Plaza, as set forth on the Revised Exhibit “B” Property Descriptions, and as identified in the Revised Exhibit “A” Site Plan.

13. Parcel 11B from the Restated Declaration, CAM Agreement, and Cross Easement Agreement. The legal description of Parcel 11B remains unchanged and is identified as Parcel 11B on the Revised Exhibit “B” Property Descriptions, and as identified in the Revised Exhibit “A” Site Plan.

14. New Parcel 14. Certain parts of parcels (“Parts”) were once governed by the Restated Declaration and CAM Agreement, and may have been benefited by the Cross Easement Agreement, but in the various document revisions described in Recitals B, C, and D above, such Parts were eliminated from the documents. The Parts are hereby added to the Revised Exhibit “B” Property Descriptions, and identified in the Revised Exhibit “A” Site Plan, to be governed by the Restated Declaration and CAM Agreement, and benefited by the Cross Easement Agreement to the extent set forth in this Agreement.

15. The Restated Declaration is hereby amended and revised as follows:

- A. Notwithstanding anything set forth in the Restated Declaration to the contrary, in no event will Former Parcels 9, 11A, 13A and 13B, now known as Lots 2, 3, 4, 5 and 6 of the Mountain View Business Plaza, and Parcel 8 and Parcel 14 (collectively referred to as the “AA Property”) be required to have more parking than is required by applicable governmental statutes, zoning, or ordinance.
- B. Notwithstanding anything set forth in the Restated Declaration to the contrary, in no event will the AA Property, with the sole exception of Parcel 8, be subject to building height restrictions except as required by applicable governmental statutes, zoning, or ordinance.
- C. Notwithstanding anything set forth in the Restated Declaration to the contrary, Lots 2, 3 and 4 are excluded from any restrictions on drive-

through or drive-up facilities, except as required by applicable governmental statutes, zoning, or ordinance.

- D. With respect to Lot 5, Lot 6, and Parcel 8, nothing contained in this Section 15 shall in any way limit considerations of parking, building height or drive-through facilities in connection with those approval rights granted to Parcel 7 under Section 2.2(a) (Common Areas), Section 2.4(a) (Type and Design of Building) or Section 5.4 (Drive Up and Drive Through Facilities) of the Restated Declaration.
- E. Section 7.12 of the Restated Declaration is hereby revised to provide that all Parcel 12 (now known as Lot 1 of the Mountain View Business Plaza) Real Estate Taxes are to be paid by the owner of Lot 2, with reimbursement by Parcel 7 for its share of 33.49%, in accordance with the terms otherwise set forth in Section 7.12.

Except as specifically provided in this Section 15, all AA Property shall remain subject to all other restrictions and consent obligations and shall continue to benefit from all access, utility easements, rights-of-way, or licenses contained in the Restated Declaration.

- 16. The CAM Agreement is amended and revised as follows:
  - A. The parties acknowledge and agree that the original Maintenance Director (First Party) conveyed its real property interest without assigning its duties as Maintenance Director under the CAM Agreement; accordingly, no Maintenance Director currently exists. Pursuant to Section 11.1 of the CAM Agreement, each owner shall be responsible for the maintenance, insurance, and lighting of its own Parcel/Lot according to the maintenance standards set forth in the CAM Agreement, including, without limitation, the maintenance standards contained in Article I.
  - B. The owner(s) of any Parcel/Lot upon which the electric meter(s) for artificial lighting for the Common Areas are located (“Lighting Remitting Owner”) shall remit to the owners of those Parcel(s)/Lot(s) served by such electrical power a quarterly invoice for such electrical power, together with all supporting documentation. Notwithstanding anything contained in Article VI of the CAM Agreement to the contrary, the remaining owners shall, within thirty (30) days of receipt of such invoice and supporting documentation, reimburse the Lighting Remitting Owner its proportionate share of such electrical power based on total square footage of such owner’s Parcel/Lot, plus a maximum service charge of ten percent (10%) to cover administrative costs. Nothing contained herein shall limit any owner’s right to separately meter its outdoor electrical use, in which case such owner shall pay a reduced proportion of the expense of lighting the

Common Area according to the extent to which such owner is lighting the Common Area by separately metered lights.

- C. The owner(s) of any Parcel/Lot upon which water meter(s) for irrigation water for the Common Areas are located (“Irrigation Remitting Owner”) shall remit to the owners of those Parcel(s)/Lot(s) served by such water meter(s) a quarterly invoice for such irrigation water use, together with all supporting documentation. Notwithstanding anything contained in Article VI of the CAM Agreement to the contrary, the remaining owners shall, within thirty (30) days of receipt of such invoice and supporting documentation, reimburse the Irrigation Remitting Owner its proportionate share of such irrigation water based on total square footage of such owner’s Parcel/Lot, plus a maximum service charge of ten percent (10%) to cover administrative costs. Nothing contained herein shall limit any owner’s right to separately meter its irrigation water use, in which case such owner shall pay a reduced proportion of the expense of irrigating the Common Area landscaping according to the extent to which such owner is watering the Common Area landscaping by separately metered water.
- D. Former Parcel 12, now known as Lot 1 of the Mountain View Business Plaza, will be maintained solely by the owner of Lot 2 of the Mountain View Business Plaza, including all insurance, landscaping, trash removal and utility line maintenance (“Lot 1 Expenses”). The owner of Lot 2 shall then remit to the owner of Lot 7 an annual invoice for such Lot 1 Expenses, together with all supporting documentation, and the owner of Lot 7 shall reimburse the owner of Lot 2 for 33.49% of such Lot 1 Expenses within thirty (30) days of receipt of such notice and supporting documentation; provided that any item of maintenance or repair which individually, or in the annual aggregate exceeds \$2,500.00 shall require the written consent and approval of the owner of Lot 7.

17. The Cross Easement Agreement is amended and revised to eliminate former Parcel 11A, now part of the AA Property, from compliance with any and all use restrictions set forth in the Cross Easement Agreement, as long as the AA Property continues to comply with all applicable zoning laws and statutes. Notwithstanding the foregoing, any access, utility easements, rights-of-way, or licenses will continue to benefit the AA Property and encumber the other currently burdened properties.

18. Previous Documents. Any provisions in previously recorded documents that are inconsistent with the terms of this document are hereby terminated.

19. Severability. If the terms or provisions of this Fifth Amendment—Declaration, Second Amendment—CAM, or Fourth Amendment—Cross Easement are determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Fifth Amendment—Declaration, Second Amendment—CAM, or Fourth Amendment—Cross Easement, or invalidate or render unenforceable such term or provision in any other

jurisdiction; provided, however, that the remaining terms and conditions are sufficient to carry into effect the original intentions and purposes of the Parties in entering into this Fifth Amendment—Declaration, Second Amendment—CAM, or Fourth Amendment—Cross Easement, respectively.

20. Remaining Terms Unchanged. Except as expressly amended and modified by this Fifth Amendment—Declaration, Second Amendment—CAM, or Fourth Amendment—Cross Easement, all of the remaining terms and conditions set forth in the Restated Declaration, CAM Agreement, or Cross Easement, respectively, shall remain unchanged and in full force and effect.

21. Entire Agreement. This Fifth Amendment—Declaration, Second Amendment—CAM, and Fourth Amendment—Cross Easement constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersede all prior negotiations and understandings with respect thereto. The terms of this Fifth Amendment—Declaration, Second Amendment—CAM, and Fourth Amendment—Cross Easement may not be contradicted by evidence of any alleged oral agreement or understanding to the contrary. No course of dealings between the Parties, no usage of trade, and no parole or extrinsic evidence of any nature shall be used or be relevant to supplement, explain, or modify any term or provision of this Fifth Amendment—Declaration, Second Amendment—CAM, or Fourth Amendment—Cross Easement. This Fifth Amendment—Declaration, Second Amendment—CAM, and Fourth Amendment—Cross Easement shall be binding on, and shall inure to the benefit of, the Parties and their respective successors and assigns and all persons claiming by, through or under them.

22. Amendment and Waivers. No amendment or waiver of any provision of this Fifth Amendment—Declaration, Second Amendment—CAM, or Fourth Amendment—Cross Easement will be valid and binding unless it is in writing and signed by all of the Parties hereto, or in the case of a waiver, is signed by the Party against whom the waiver is to be effective. No waiver by any Party hereto shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.

23. No Third-party Beneficiaries. The Parties hereby agree that their respective representations, warranties, and covenants as set forth herein are solely for the benefit of the other Parties hereto and this Fifth Amendment—Declaration, Second Amendment—CAM, and Fourth Amendment—Cross Easement are not intended to, and do not confer upon any person other than the Parties hereto any rights or remedies hereunder, including without limitation the right to rely upon the representations and commitments set forth herein.

24. No Presumption Against Drafting Party. Each Party acknowledges that it was represented by legal counsel in the drafting of this Fifth Amendment—Declaration, Second Amendment—CAM, and Fourth Amendment—Cross Easement. The Parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Fifth Amendment—Declaration, Second Amendment—CAM, and Fourth Amendment—Cross Easement and hereby waive the application of any such rule of construction.



25. Counterparts and Electronic Signatures. This Fifth Amendment—Declaration, Second Amendment—CAM, and Fourth Amendment—Cross Easement may be executed in counterparts, each of which shall be deemed an original instrument and all of which shall constitute a single agreement. The execution of a counterpart electronically by a Party shall be sufficient to bind such Party, provided all of the other Parties have executed one or more counterpart. Any Party may remove the signature page from any counterpart and attach the same to any other counterpart for the purpose of creating a single document bearing the signatures of all Parties.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

PARCEL OWNERS

Harmon Family LLC (Parcel 1)

By: [Signature]  
Its: Manager

STATE OF Utah )  
COUNTY OF Salt Lake : ss.:

On this 14<sup>th</sup> day of Jan, 2021, before me personally appeared Niel Harmon, to me known to be the individual, who, being by me duly sworn, did acknowledge that he (she) (they) is (are) the person (persons) described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]  
Notary Public  
Address: 1192 E. Draper Pkwy  
Draper, UT 84020

[SEAL]  
My commission expires: 02-21-2024

PARCEL OWNERS

Moore Family 1031—UT, LLC (Parcel 2)

By: *Daryl Moore*  
Its: *Manager*

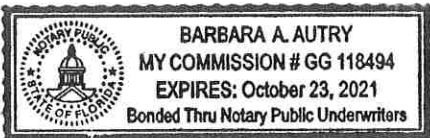
STATE OF *Florida* )  
  : ss.:  
COUNTY OF *Leon* )

On this *10th* day of *December* 20*20* before me personally appeared *Daryl L. Moore*, to me known to be the individual, who, being by me duly sworn, did acknowledge that he (she) (they) is (are) the person (persons) described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*Barbara A. Austry*  
Notary Public

Address: *742 Magnolia Ridge*  
*Monticello, FL 32344*



[SEAL]

My commission expires: *10/23/2021*

PARCEL OWNERS

Camp Six Lakes LLC (Parcel 4)

By: David M. Nelson  
Its: manager

STATE OF Utah  
COUNTY OF Wasatch : ss.:

On this 23 day of June, 2021 before me personally appeared David M. Nelson, to me known to be the individual, who, being by me duly sworn, did acknowledge that he (she) (they) is (are) the person (persons) described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Cher Hughes  
Notary Public

Address: 380 E Main St.  
Midway, UT 84049

[SEAL]

My commission expires: March 9, 2025

PARCEL OWNERS

Rocky Ridge I, LLC (Parcel 5)

By: Rebecca S Beardall  
Its: Owner, manager  
Rebecca S Beardall

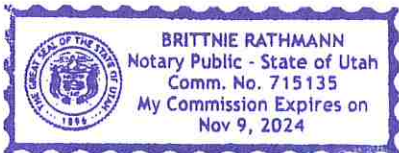
STATE OF Utah )

: ss.:

COUNTY OF Utah )

On this 4 day of February, 2021, before me personally appeared Rebecca Beardall, to me known to be the individual, who, being by me duly sworn, did acknowledge that he (she) (they) is (are) the person (persons) described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]  
Notary Public

Address: 1103 W 400 S Springville,  
Utah 84603

[SEAL]

My commission expires: 11/9/2024



PARCEL OWNERS

SCF RC Funding IV LLC (Parcel 7 and an undivided 33.49% interest as to former Parcel 12, now known as Lot 1 of the Mountain View Business Plaza)

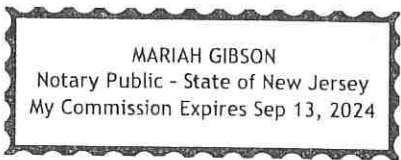
By: [Signature]  
Name: Peter M. Mavroides  
Its: President & CEO

STATE OF New Jersey  
: ss.:  
COUNTY OF Merger

On this 5<sup>th</sup> day of November 2020 before me personally appeared Peter M. Mavroides to me known to be the individual, who, being by me duly sworn, did acknowledge that he (she) (they) is (are) the person (persons) described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]  
Notary Public



Address: 902 Carnegie Center, Suite 520  
Princeton, New Jersey 08540

[SEAL]

My commission expires: 9/13/2024

PARCEL OWNERS

SSB Properties, L.C. (Parcel 11B)

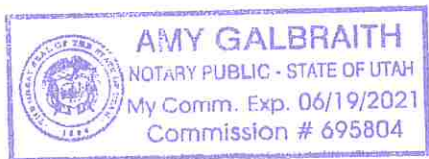
By: EWS  
Its: Manager

STATE OF Utah )  
COUNTY OF Salt Lake )<sup>ss.:</sup>

On this 3<sup>rd</sup> day of March, 2021, before me personally appeared ELLIOT B. SMITH, to me known to be the individual, who, being by me duly sworn, did acknowledge that he (she) (they) is (are) the person (persons) described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Amy Galbraith  
Notary Public



Address: 2315 E. Arnett Drive  
Salt Lake City, UT 84109

[SEAL]

My commission expires: 6/19/2021



**PARCEL OWNERS**

**AA Alpine Self Storage—West Valley City, LLC (Parcels 8 and 14; Former Parcels 9, 11A, 13A, and 13B, now known as Lots 2, 3, 4, 5, and 6 of the Mountain View Business Plaza; and an undivided 66.51% interest as to Parcel 12, now known as Lot 1 of the Mountain View Business Plaza)**

By: *[Signature]*  
 Its: *member*

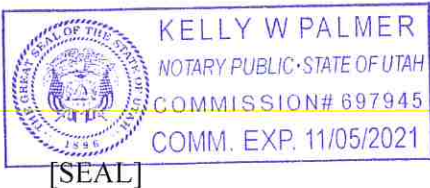
STATE OF *Utah* )  
 : ss.:  
 COUNTY OF *Utah* )

On this *14<sup>th</sup>* day of *Dec*, 20*20* before me personally appeared *Roman Mark Frazier*, to me known to be the individual, who, being by me duly sworn, did acknowledge that he (she) (they) is (are) the person (persons) described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*Kelly W P*  
 Notary Public

Address: *113 South Main*  
*Alpine Utah 84004*

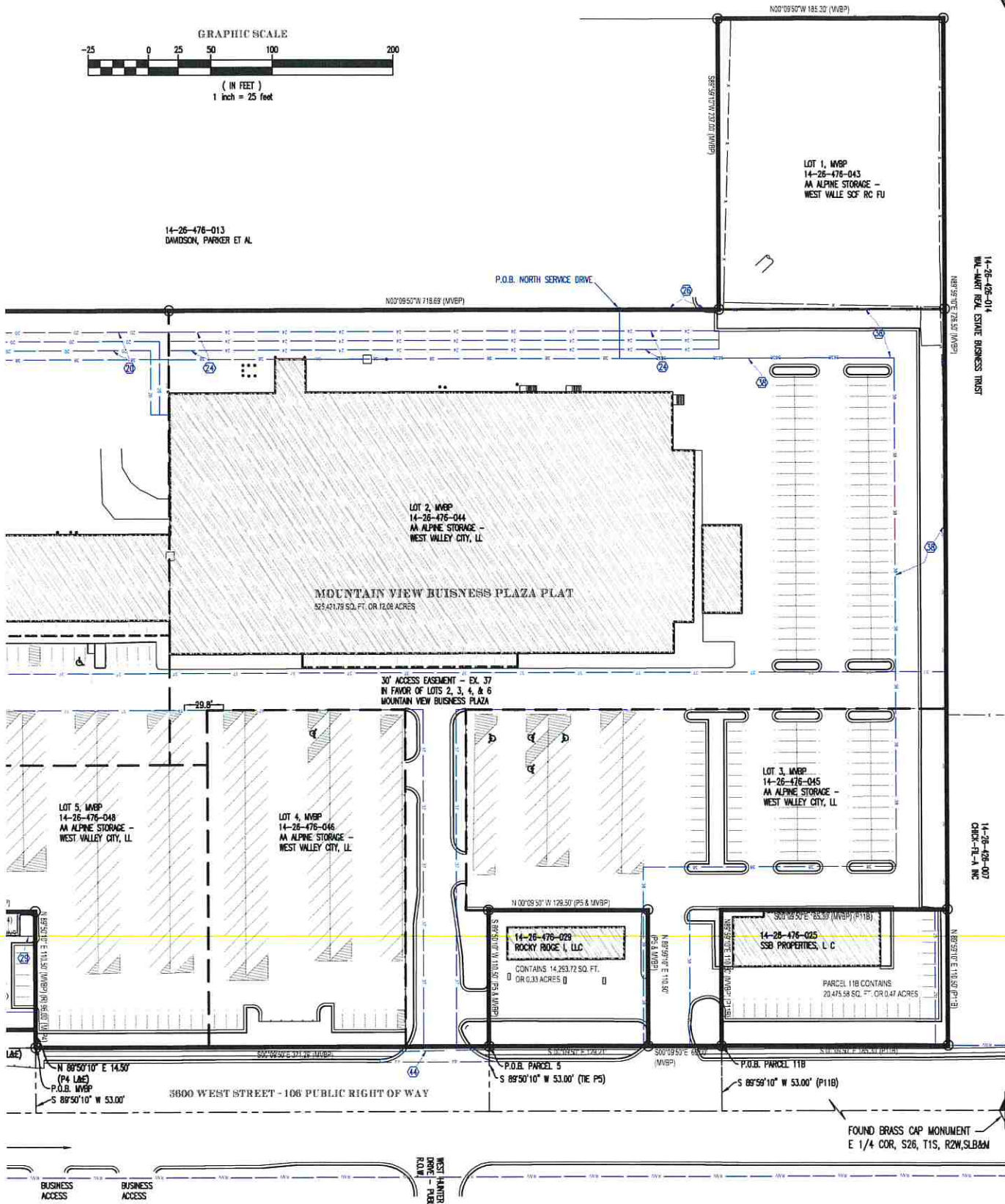
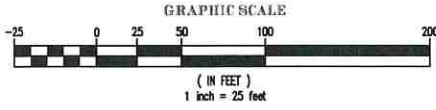
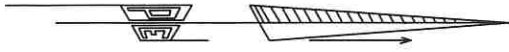


My commission expires: *11-5-2021*

**REVISED EXHIBIT "A" SITE PLAN**

# SITE PLAN

A SURVEY IN THE SOUTHEAST QUARTER OF SECTION 26,  
TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE &  
MERIDIAN.



**PETERSON ENGINEERING, P.C.**  
CONSULTING ENGINEERS & LAND SURVEYORS  
7107 SOUTH 400 WEST #1 MIDVALE UTAH 84047  
801-255-3503

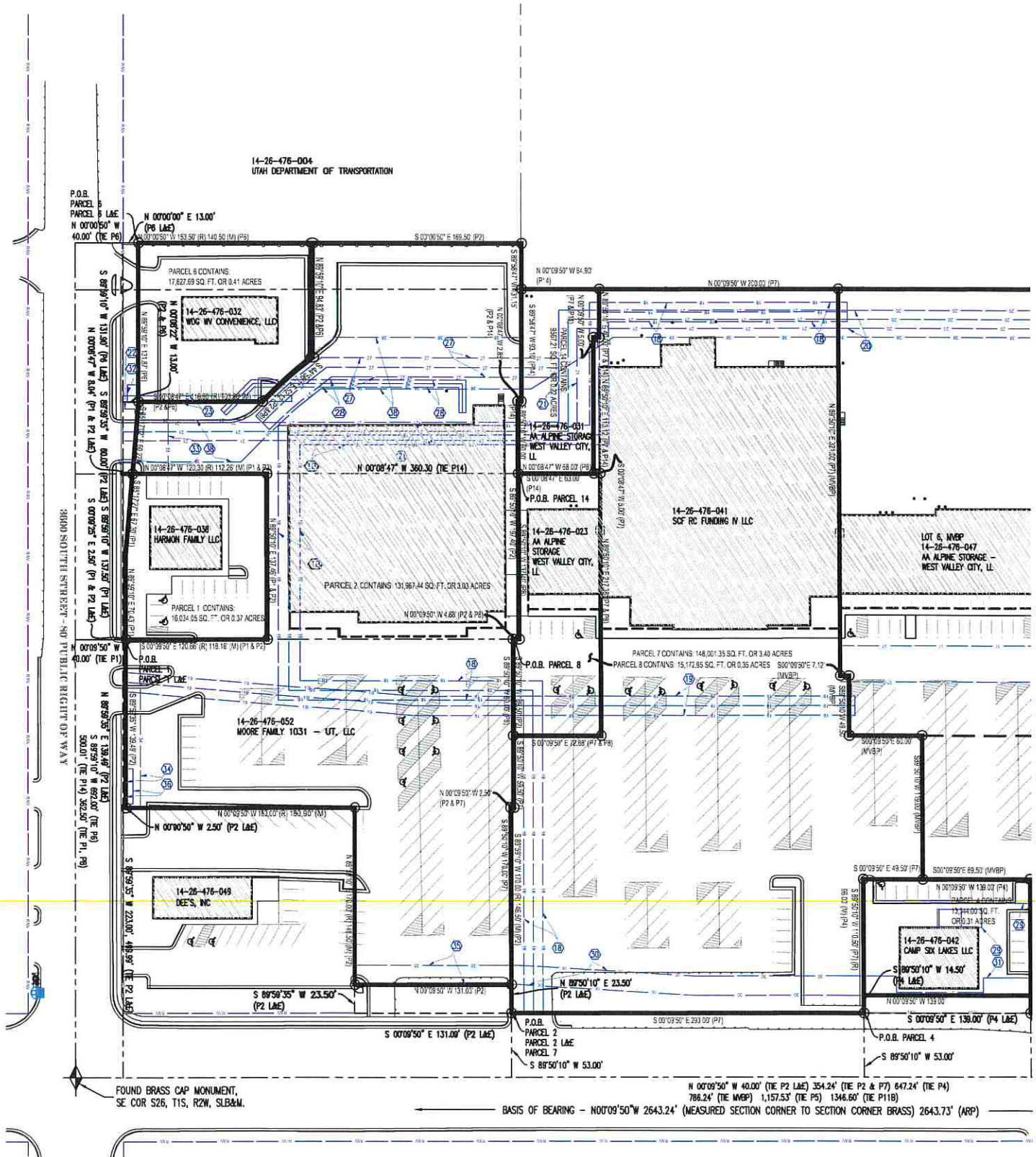
**SITE PLAN**

**SEARS RETAIL**  
3340 - 3398 SOUTH 5600 WEST WVC, UT

Project #: A-20-038  
Drawn: K.Ogline  
Checked: D. Pelanson

LEGEND OF SYMBOLS:

- HANDICAP PARKING
- SECTION CORNER MONUMENT
- MONUMENT
- DISTANCE TO NEAREST INTERSECTION
- CORNER NO. SET
- SET CORNER



## REVISED EXHIBIT "B" PROPERTY DESCRIPTIONS

### PARCEL 1:

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 00°09'50" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 137.50 feet; thence North 00°08'47" West 120.30 feet; thence North 89°50'10" East 137.46 feet; thence South 00°09'50" East 120.66 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the following:

A parcel of land in fee for the construction of the highway known as the Mountain View Corridor, being part of an entire tract of property situate in the Southeast quarter of the Southeast quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the corner of the existing Northerly right of way line of 3500 South Street and the Easterly boundary line of said entire tract, which point is 362.50 feet South 89°59'10" West along the section line and 40.00 feet North 00°09'50" West from the Southeast corner of said Section 26, said point is also approximately 55.03 feet radially distant Northerly from the 3500 South Street control line opposite Engineer Station 3527+36.09 and running thence South 89°59'10" West 137.50 feet along said existing Northerly right of way line; thence North 00°08'47" West 8.04 feet along the Westerly boundary line of said entire tract, to a point that is 66.79 feet radially distant Northerly from said control line opposite Engineer Station 3526+01.56; thence South 85°17'27" East 67.30 feet, to a point 58.67 feet radially distant Northerly from said control line opposite Engineer Station 3526+67.00; thence North 89°59'10" East 70.43 feet to a point in the Easterly boundary line of said entire tract, said point is also 57.53 feet radially distant Northerly from said control line opposite Engineer Station 3527+36.09; thence South 00°09'50" East 2.50 feet along said Easterly boundary line to the point of beginning.

### PARCEL 2:

Beginning at a point on the West line of 5600 West Street which point is North 00°09'50" West along the section line 354.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°50'10" West 170.00 feet; thence North 00°09'50" West 2.50 feet; thence South 89°50'10" West 139.50 feet; thence North 00°09'50" West 4.88 feet; thence South 89°50'10" West 197.40 feet; thence North 00°08'47" West 2.85 feet; thence South 89°58'47" West 131.15 feet; thence South 00°00'50" East 169.50 feet; thence North 89°59'10" East 94.83 feet; thence South 44°56'01" East 52.12 feet; thence South 00°08'47" East 116.60 feet to the North line of 3500 South Street; thence North 89°59'10" East along said North line 60.00 feet; thence North 00°08'47" West 120.30 feet; thence North 89°50'10"

East 137.46 feet; thence South 00°09'50" East 120.66 feet to the North line of 3500 South Street; thence North 89°59'10" East along said North line 139.50 feet; thence North 00°09'50" West 183.00 feet; thence North 89°59'10" East 170.00 feet to the West line of 5600 West Street; thence North 00°09'50" West along said West line 131.10 feet to the point of beginning.

LESS AND EXCEPTING those three (3) parcels of land conveyed to the Utah Department of Transportation for the widening of 3500 South Street described as follows:

Parcel 0085:9019:

A parcel of land in fee for the construction of the highway known as the Mountain View Corridor, being part of an entire tract of property situate in the Southeast quarter of the Southeast quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point in the Northerly right of way line of 3500 South Street, which point is 40.00 feet North 00°09'50" West along the section line and 499.99 feet South 89°59'35" West from the Southeast corner of said Section 26, said point is also approximately 58.79 feet perpendicularly distant Northerly from the 3500 South Street control line opposite Engineer Station 3526+01.19 and running thence South 89°59'35" West (North 89°59'10" East by record) 60.00 feet along said Northerly right of way line to a Westerly boundary line of said entire tract; thence North 00°08'22" West (South 00°08'47" East by record) 13.00 feet along said Westerly boundary line to a point approximately 74.87 feet perpendicularly distant Northerly from said control line opposite Engineer Station 3525+42.09; thence South 85°17'02" East 60.22 feet to an Easterly boundary line of said entire tract at a point approximately 66.79 feet perpendicularly distant Northerly from said control line; thence South 00°08'22" East (North 00°08'47" West by record) 8.04 feet along said Easterly boundary line to the point of beginning.

Parcel 0085:9019:2:

A parcel of land in fee for the construction of the highway known as the Mountain View Corridor, being part of an entire tract of property situate in the Southeast quarter of the Southeast quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point in the Northerly right of way line of 3500 South Street, which point is 40.00 feet North 00°09'50" West along the section line and 223.00 feet South 89°59'35" West from the Southeast corner of said Section 26, said point is also 55.00 feet perpendicularly distant Northerly from the 3500 South Street control line opposite approximate Engineer Station 3528+75.33 and running thence North 00°09'50" West 2.50 feet to a point 57.50 feet perpendicularly distant Northerly from said control line opposite approximate Engineer Station 3528+75.32; thence South 89°59'35" West 139.49 feet to a Westerly boundary line of said entire tract, at a point approximately 57.53 feet perpendicularly distant from said control

line opposite Engineer Station 3527+36.09; thence South 00°09'25" East (South 00°09'50" East by record) 2.50 feet to said Northerly right of way line of 3500 South Street; thence North 89°59'35" East (North 89°59'10" East by record) 139.49 feet along a line parallel with said control line and said Northerly right of way line to the point of beginning.

Parcel 0085:9019:3:

A parcel of land in fee for the construction of the highway known as the Mountain View Corridor, being part of an entire tract of property situate in the Southeast quarter of the Southeast quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point in the Westerly right of way line of 5600 West Street, which point is 354.24 feet North 00°09'50" West along the section line and 53.00 feet South 89°50'10" West from the Southeast corner of said Section 26, said point is also 53.00 feet perpendicularly distant Westerly from the 5600 West Street control line opposite approximate Engineer Station 5612+34.44 and running thence South 00°09'50" East 131.09 feet along a line parallel with the control line and said Westerly right of way line of 5600 West Street to a Southerly boundary line of said entire tract; thence South 89°59'35" West (North 89°59'10" East by record) 23.50 feet along said Southerly boundary line to a point 76.50 feet perpendicularly distant Westerly from said control line opposite Engineer Station 5611+03.41; thence North 00°09'50" West 131.03 feet along a line parallel with said control line to the Northerly boundary line of said entire tract, at a point opposite Engineer Station 5612+34.44; thence North 89°50'10" East 23.50 feet along said Northerly boundary line to the point of beginning.

**PARCEL 4:**

Beginning at a point which is North 00°09'50" West along the section line 647.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 110.50 feet; thence North 00°09'50" West 139.00 feet; thence North 89°50'10" East 110.50 feet; thence South 00°09'50" East 139.00 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the following:

A parcel of land in fee for the construction of the highway known as the Mountain View Corridor, being part of an entire tract of property situate in the Southeast quarter of the Southeast quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Southeast corner of said entire tract in the existing Westerly right of way line of 5600 West Street (SR-172), said corner is 647.24 feet North 00°09'50" West along the section line and 53.00 feet South 89°50'10" West from the Southeast corner of said Section 26, said corner is also 53.00 feet perpendicularly distant Westerly from the 5600 West Street control line opposite approximate Engineer Station 5615+27.44 and running thence South

89°50'10" West 14.50 feet along the Southerly boundary line of said entire tract to a point that is 67.50 feet perpendicularly distant Westerly from said control line opposite approximate Engineer Station 5615+27.44; thence North 00°09'50" West 139.00 feet along a line parallel with said control line to the Northerly boundary line of said entire tract opposite approximate Engineer Station 5616+66.44; thence North 89°50'10" East 14.50 feet along said Northerly boundary line to the Northeast corner of said entire tract; thence South 00°09'50" East 139.00 feet along said Westerly right of way line to the point of beginning.

**PARCEL 5:**

Beginning at a point which is North 00°09'50" West along the section line 1157.53 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 110.50 feet; thence North 00°09'50" West 129.50 feet; thence North 89°59'10" East 110.50 feet; thence South 00°09'50" East 129.21 feet to the point of beginning.

**PARCEL 6:**

Beginning at a point on a fence line and on the North line of 3500 South Street which point is South 89°59'10" West along the section line of 692.00 feet and North 00°00'50" West 40 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence North 00°00'50" West along said fence 153.50 feet; thence North 89°59'10" East 94.83 feet; thence South 44°56'01" East 52.12 feet to a fence line; thence South 00°08'47" East along said fence 116.60 feet to the North line of 3500 South Street; thence South 89°59'10" West along said North line 131.90 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the land conveyed to West Valley City by that certain Warranty Deed recorded May 19, 2003 as Entry No. 8654549 in Book 8799 at Page 4340 of official records, more particularly described as follows:

Beginning at a point on the existing North line of 3500 South Street which point is South 89°59'10" West along the section line 692.00 feet and North 00°00'50" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence North 00°00'00" West 13.000 feet; thence North 89°59'10" East 131.872 feet along the new right-of-way line of 3500 South Street; thence South 00°08'47" East 13.006 feet to the existing North line of 3500 South Street; thence South 89°59'10" West 131.900 feet to the point of beginning.

**PARCEL 7:**

Beginning at a point which is North 00°09'50" West along the section line 354.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 170.00 feet; thence North 00°09'50" West 2.50 feet; thence South 89°50'10" West 59.50 feet; thence North 00°09'50" West 72.88 feet; thence South 89°50'10" West 217.38 feet; thence



South 00°08'47" East 5.00 feet; thence South 89°50'10" West 113.12 feet; thence North 00°09'50" West 5.00 feet; thence South 89°50'10" West 40.00 feet; thence North 00°09'50" West 200.00 feet; thence North 89°50'10" East 321.00 feet; thence North 00°09'50" West 7.12 feet; thence North 89°50'10" East 49.50 feet; thence North 00°09'50" West 60.00 feet; thence North 89°50'10" East 119.00 feet; thence South 00°09'50" East 49.50 feet; thence North 89°50'10" East 110.50 feet; thence South 00°09'50" East 293.00 feet to the point of beginning.

**PARCEL 8:**

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 00°09'50" West 360.66 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 137.40 feet; thence North 00°08'47" West 68.00 feet; thence North 89°50'10" East 217.38 feet; thence South 00°09'50" East 72.88 feet; thence South 89°50'10" West 80.00 feet; thence North 00°09'50" West 4.88 feet to the point of beginning.

**PARCELS 9, 11A, 12, 13A, and 13B:**

Former Parcels 9, 11A, 12, 13A, and 13B are now wholly contained within Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6, of the Mountain View Business Plaza, according to the official plat thereof recorded June 6, 2019 as Entry No. 13004124 in Book 2019P of Plats at Page 179 in the office of the Salt Lake County Recorder.

**NEW PROPERTY DESCRIPTION: Parcels 9, 11A, 12, 13A, and 13B are part of and wholly contained within Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6, as identified in the Revised Exhibit "A" Site Plan, also known as Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 of the Mountain View Business Plaza.**

**PARCEL 11B:**

Beginning at a point North 00°09'50" West along the section line 1346.60 feet and South 89°59'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 110.50 feet; thence North 00°09'50" West 185.30 feet; thence North 89°59'10" East 110.50 feet; thence South 00°09'50" East 185.30 feet to the point of beginning.

**PARCEL 14:**

Beginning South 89°59'10" West 500.01 feet and North 00°08'47" West 360.30 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 60.00 feet; thence North 00°08'47" West 2.85 feet; thence South 89°58'47" West 93.10 feet; thence North 00°09'50" West 64.90 feet; thence North 89°50'10" East 40.00 feet; thence South 00°09'50" East 5.00 feet; thence North 89°50'10" East 113.12 feet; thence South 00°08'47" East 63.00 feet to the point of beginning.

ACCOMMODATION RECORDING ONLY.  
COTTONWOOD TITLE INSURANCE AGENCY,  
INC. MAKES NO REPRESENTATION AS TO  
CONDITION OF TITLE, NOR DOES IT ASSUME  
ANY RESPONSIBILITY FOR VALIDITY,  
SUFFICIENCY OR EFFECTS OF DOCUMENT.

13705856  
6/30/2021 4:41:00 PM \$40.00  
Book - 11200 Pg - 1011-1035  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 25 P.

WHEN RECORDED, MAIL TO:

AA Alpine Self Storage—West Valley City, LLC  
3330 South 5600 West  
West Valley City, UT 84120

Tax Parcel Numbers: 14-26-476-031; 14-26-476-023; 14-26-476-043; 14-26-476-044, 14-  
26-476-045; 14-26-476-046; 14-26-476-048; 14-26-476-047; 14-26-476-038; 14-26-476-  
052; 14-26-476-042; 14-26-476-029; 14-26-476-032; 14-26-476-041; 14-26-476-025

#122729-BHP

**FIFTH AMENDMENT TO  
FIFTH AMENDMENT TO AND TOTAL RESTATEMENT OF DECLARATION OF  
RESTRICTIONS AND GRANT OF EASEMENTS and SECOND AMENDMENT TO  
FOURTH AMENDMENT TO AND TOTAL RESTATEMENT OF COMMON AREA  
MAINTENANCE AGREEMENT and FOURTH AMENDMENT TO CROSS  
EASEMENT AGREEMENT**

This Fifth Amendment to Fifth Amendment to and Total Restatement of Declaration of Restrictions and Grant of Easements (this "Fifth Amendment—Declaration"), and Second Amendment to Fourth Amendment To and Total Restatement of Common Area Maintenance Agreement (this "Second Amendment—CAM"), and Fourth Amendment to Cross Easement Agreement ("Fourth Amendment—Cross Easement") is made and effective as of this 23<sup>rd</sup> day of June, 2021 by the undersigned property owners.

**RECITALS**

A. The undersigned (the "Parties") are the owners of one or more parcels of land in a commercial shopping center located at the northwest corner of the intersection of 5600 West Street and 3500 South Street in West Valley City, Salt Lake County, Utah (the "Shopping Center").

B. The Shopping Center is subject to that that certain "Fifth Amendment to and Total Restatement of Declaration of Restrictions and Grant of Easements" dated October 27, 1992, and recorded in the official records of the Salt Lake County Recorder, State of Utah, on December 16, 1992, in Book 6574, at Page 75 et seq., as Entry Number 5396348, as amended by that certain "First Amendment to Fifth Amendment to and Total Restatement of Declaration of Restrictions and Grant of Easements" dated June 19, 1997, and recorded in the official records of the Salt Lake County Recorder, State of Utah on October 28, 1997, in Book 7791, at Page 2229 et seq., as Entry Number 6774493, and further amended by that certain "Second Amendment to Fifth Amendment to and Total Restatement of Declaration of Restrictions and Grant of Easements" dated November 3, 2015, and recorded in the official records of the Salt Lake County Recorder, State of Utah on November 13, 2015, in Book