

When Recorded Mail To:  
S-Dev Corp, Inc.  
% Mike Stangl  
90 East 7200 South #200  
Midvale, Utah 84047

Re: Tax Parcel No:  
22-17-126-017  
22-17-126-013  
22-17-126-003

13062181  
8/29/2019 11:14:00 AM \$40.00  
Book - 10822 Pg - 5964-5969  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
METRO NATIONAL TITLE  
BY: eCASH, DEPUTY - EF 6 P.

AGREEMENT TO MODIFY THE USES UNDER THE DECLARATION

August 12, 2019

Oakwood 900 Partners, LLC  
1448 15th Street, Suite 100  
Santa Monica, CA 90404  
Attention: Sr. VP Asset Management

To whom it may concern:

The Owners desire to modify the Declaration pursuant to Section V, Paragraph 5, in accordance with the terms and conditions of this agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the sufficiency of which is hereby acknowledged, the Owners hereby covenant and agree as follows:

1. **Additional Restrictions.** Section IV, Paragraphs 2 shall be deleted in its entirety and replaced with the following:

No part of the Shopping Center shall be used as a skating rink, bar or tavern, adult book store, automotive repair facility (specifically excluding Auto Zone and/or any retailer who offers auto service as an incidental service) dance halls, pool halls, massage parlors, warehouse uses, car washes or car rentals, leasing, or sale of or displaying for the purpose of renting, leasing, or sale of any motor vehicle or trailer or for any industrial purposes.

As part of its approved use, AutoZone shall be permitted to perform AutoZone's complementary customer services currently known as AutoZone's GOTTCChA services, that include, but are not limited to, battery testing, diagnostic testing, wiper blade installation, battery installation, etc. as an incidental use. Any handling of hazardous materials shall be done in full compliance with applicable law. The term "AutoZone" shall mean any entity owned by or under common ownership with AutoZone, Inc.

2. **Building Area:** The building envelope currently improved as a covered parking area on the south end of the Shopping Center shall be an approved Building Area as defined by the Declaration for a building up to 10,000 SF. Such building area will be occupied by a single user and shall not include a drive-thru

*nt*  
8/12/19

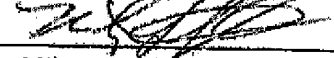
This Agreement may be executed in counterparts that together shall constitute one agreement. Oakwood 900 Partners represents that it has full authority to act on behalf of any leaseholder occupying Parcels 3 and/or 4. Executed as of the date and year first above written.

**OWNERS:**

**Oakwood 900 Partners, LLC (Parcels 3 &4)**  
a California limited liability company

By:   
CEO  
Its: Managing Member

**SDC7200, LLC (Parcels 1 &2)**  
a Utah limited liability company

By:   
Mike Stang  
its: Manager  
6/12/19

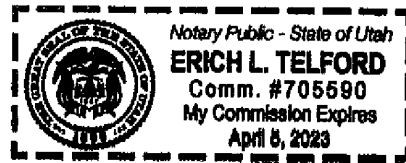
State of Utah )

ss:

County of Salt Lake )

On this date, August 12th, 2019, personally appeared before me Mike Stangl, who being by me duly sworn did say that he/she is a Manager of SDC 7200, LLC, a Utah limited liability company, the limited liability company that executed the above and foregoing instrument and that said instrument was signed on behalf of said company by authority of its Articles or Organization and/or Operating Agreement and said Mike Stangl acknowledged to me that said limited liability company executed same.

  
\_\_\_\_\_  
Notary Public



## Exhibit "A"

### Parcel 1:

Beginning at a point on the West boundary line of 900 East Street at a point North 89°48'51" East along the Section line 1712.44 feet and South 00°04'30" East 747.45 feet from the Northwest corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian; said point also being the Southeast corner of the property conveyed to GM Properties, a Utah General Partnership, by Deeds recorded December 29, 1978 as Entry No. 3217951 and 3217952 of official records; and running thence South 00°04'30" East along said West boundary line of 900 East Street 157.63 feet, more or less; thence South 89°56'05" West 650 feet; thence North 00°04'30" West 157.63 feet, more or less; thence South 89°56'05" East 650 feet to the point of beginning.

also including

Beginning at a point on the West boundary line of 900 East Street at a point North 89°48'51" East along the Section line 1712.44 feet and South 00°04'30" East 905.08 feet from the Northwest corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 00°04'30" East along said West line of 900 East Street 224.94 feet; thence North 89°49'35" West 125.00 feet; thence South 00°04'30" East 150.00 feet to the North boundary line of 5600 South Street; thence North 89°49'35" West along said North said North boundary line 525.00 feet; thence North 00°04'30" West 372.23 feet; thence North 89°56'05" East 650.00 feet to the point of beginning.

Less and excepting therefrom that portion of the subject property as disclosed by that certain Warranty Deed recorded January 3, 2000 as Entry No. 7546484 in Book 8334 at Page 402, being described as follows:

Beginning at a point North 89°48'51" East 1712.44 feet from the West line of 900 East Street and South 00°04'30" East along said West line 1130.02 feet and North 89°49'35" West 125.00 feet from the Northwest corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 00°04'30" East 150.00 feet to the North line of 5600 South Street; thence North 89°49'35" West along said North line 50.00 feet; thence North 00°04'30" West 150.00 feet; thence South 89°49'35" East 50.00 feet to the point of beginning.

### Parcel 2:

Beginning at a point North 89°48'51" East 1712.44 feet from the West line of 900 East Street and South 00°04'30" East along said West line 1130.02 feet and North 89°49'35" West 125.00 feet from the Northwest corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 00°04'30" East 150.00 feet to the North line of 5600 South Street; thence North 89°49'35" West along said North line 50.00 feet; thence North 00°04'30" West 150.00 feet; thence South 89°49'35" East 50.00 feet to the point of beginning

Parcel 3:

Lot 1, Oakwood 900 Subdivision, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

Less and Excepting a parcel of land in fee for a safety improvement of the existing highway State Route 71 (900 East Street) known as Project No. S-0071(61)15, being part of an entire tract of property, situate in Lot 1, Oakwood 900 Subdivision, according to the official plat thereof, recorded December 3, 2012 as Entry No. 11527550 in Book 2012P of Plats at page 198, in the office of the Salt Lake County Recorder, in the Southeast quarter of the Southwest quarter of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said Lot 1; and running thence South 0 deg. 04'30" East 20.06 feet along the Easterly boundary line of said Lot 1 to a point which is 53.00 feet perpendicularly distant Westerly from the control line of State Route 71 of said project at Engineer Station 14+11.00; thence South 89 deg. 55'30" West 20.00 feet to a point which is 73.00 feet perpendicularly distant Westerly from said control line at Engineer Station 14+11.00; thence North 0 deg. 04'30" West 19.80 feet parallel to said control line to the Northerly boundary line of said Lot 1; thence North 89 deg. 11'00" East 20.00 feet along said Northerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.