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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
OAKWOOD 900 PARTNERS  
445 S DOUGLAS ST STE 100  
EL SEGUNDO CA 90245  
BY: STA, DEPUTY - WI 11 P.

**When Recorded Return to:**

Oakwood 900 Partners, LLC  
445 S. Douglas Street, Suite 100  
El Segundo, CA 90245  
Attention: CEO

WITH A COPY TO:  
SDC7200, LLC  
90 East 7200 South #200  
Midvale, UT 84047

Affects Tax Parcel ID No's: 22171260130000, 22171260030000, 22171260140000,  
22083540090000

**5<sup>th</sup> MODIFICATION OF  
DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS**

THIS 5<sup>th</sup> AMENDMENT OF DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ("Amendment") is executed and effective as of the 29 day of Jan, 2020, ~~2019~~ (the "Effective Date"), by OAKWOOD 900 PARTNERS, LLC, a California limited liability company ("Oakwood"), and SDC7200, LLC, a Utah limited liability company ("SDC7200") (Oakwood and SDC7200 are hereinafter referred to as the "Owners" and also referred to as "Declarants" in the "Declaration", hereinafter defined).

**RECITALS**

A. WHEREAS, SDC7200 is the Owner of Parcels 1 and 2 of the real property and improvements legally described on Schedule I and Oakwood is the Owner of Parcel 3 and has the authority to bind the Owners of Parcel 4 to the terms hereof respecting the real property and improvements legally described on Schedule I, which, collectively constitutes the entirety of the Shopping Center (the term Parcel or Parcels when used herein refers to "Parcels" as that term is used in the Declaration and not "tax parcels"). Oakwood is also the successor in interest to Albertson's leasehold interest in the Albertson's Parcel, as defined in the Declaration. Oakwood is currently a tenant of One Hamilton Associates, who in turn ground leases the Albertson's Parcel from Oakwood. SDC7200 represents that it has the complete authority to enter into this Amendment with respect to Parcels 1 and 2. Oakwood represents that it has the complete authority to enter into this Amendment with respect to the Albertson's Parcel and Parcels 3 and 4. Collectively, SDC7200 and Oakwood are all of the parties whose consent and agreement is required to amend the Declaration as provided in Section V, Paragraph 5 of the Declaration. Parcels 1, 2, 3 and 4 are generally depicted on the site plan attached hereto as

Exhibit "A" (the "Site Plan") (each such Parcel being referred to herein individually as a Parcel, and collectively as the "Shopping Center").

B. WHEREAS, The Shopping Center constitutes all of the land that is subject to that certain Declaration of Restrictions and Grant of Easements dated August 9, 1978 and recorded as Entry No. 3163910, Book 4734, Page 1213-1230 of the Official Records of Salt Lake County, Utah, as amended by that certain Modification of Declaration of Restrictions and Grant of Easements dated October 26, 1979 and recorded as Entry No. 3359704, Book 4978, Page 719-725, of the Official Records of Salt Lake County, Utah, and by that certain Second Modification of Declaration of Restrictions and Grant of Easements dated November 30, 1979 and recorded as Entry No. 3374315, Book 5001, Page 10-24, of the Official Records of Salt Lake County, Utah, and by that certain Third Modification of Declaration of Restrictions and Grant of Easements dated July 1, 1981, and by that certain Fourth Modification of Declaration of Restrictions and Grant of Easements dated April 5, 2011 and recorded on March 30, 2012 as Entry No. 11360902, Book 10004, Page 2981-2990, of the Official Records of Salt Lake County, Utah; and that certain Supplemental Declaration of Covenants, Conditions and Reciprocal Easements, dated as of November 5, 2012 and recorded on December 3, 2012 as Entry No. 11527286, Book 10083, Page 6184-6193; and by that certain Agreement to Modify Uses Under the Declaration dated August 12, 2019 and recorded on August 29, 2019 as Entry No. 13062181, Book 10822, Page 5964-5969, of the Official Records of Salt Lake County, Utah (collectively, the "Declaration"); and that certain Parking Ratio Agreement dated the 15<sup>th</sup> day of December, 1967, and recorded as Entry No. 2227267, Book 2618, Page 226-232 of the Official Records of Salt Lake County, Utah (the "Parking Agreement").

C. WHEREAS, The Owners desire to amend the Declaration pursuant to Section V, Paragraph 5, in accordance with the terms and conditions of this Amendment.

#### **AGREEMENTS**

**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 above recitals are incorporated herein, and in consideration of the easements, covenants and restrictions contained herein, the sufficiency of which is hereby acknowledged, the Owners hereby covenant and agree as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Declaration.
2. **Site Plan.** The Declarants hereby agree that the Exhibit "A" of the Declaration is hereby deleted in its entirety and that the Exhibit "A" attached hereto and incorporated herein by reference is hereby substituted therefor for all purposes under the Declaration and this Amendment. From and after the date hereof, all references to Exhibit "A" in the Declaration shall mean and refer to the Exhibit "A" attached hereto.

3. **Future Building.** The two future buildings proposed on Parcel 1 and Parcel 4 as shown on Exhibit "A" shall be limited to a maximum floor area of 3,500 square feet, and the future kiosk proposed on Parcel 1 as shown on Exhibit "A" shall be limited to a maximum floor area of 100 square feet. The parties hereby consent to construction of the buildings and kiosk, together with non-material alterations of common areas within the Building Areas (with the understanding that no access driveways shall be relocated without Declarants written approval) as shown on Exhibit "A" as the same may be necessary or desirable.
4. **Common Area Requirements.** Section I, Paragraph 3 of the Declaration shall be modified to provide that there shall be provided on each Parcel parking for not less than 4.5 standard-sized American cars per 1,000 square feet of floor area on that parcel (the "Required Parking Ratio"). Provided that parking ratios are not decreased lower than 4.5 per 1,000, and that the existing circulation pattern within the Shopping Center is not materially modified, the Declarants have the approval to modify parking stalls from 45 degree to 90 degree at any time. Notwithstanding anything to the contrary contained or implied herein or in the Declaration, the Owners acknowledge and agree that all Owners are in compliance with the Required Parking Ratio as of the date of this Amendment.
5. **Amendment of Section I, Paragraph 1.** Section I, Paragraph 1 of the Declaration is amended to delete reference to "Paragraph 5" in the second line of that Paragraph, and in its place shall be "Paragraph 4".
6. **Parking Agreement.** The Declarants hereby acknowledge and agree that as of the date of this Amendment the Parking Agreement shall be of no further force or effect.
7. **Additional Restrictions Section IV, Paragraph 2.** Section IV, Paragraph 2 of the Declaration 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 GOTTChA 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.

8. **Drive up and Drive Through Facilities.** Section IV, Paragraph 3 of the Declaration is hereby deleted in its entirety and replaced with the following:

A vehicular drive up or drive through is hereby approved and may be constructed to service the building currently occupied by Walgreens (the building's location is depicted on Parcel II of Exhibit "A"), so long as such drive up or drive through is constructed in compliance with all Governmental Regulations respecting health, safety and welfare, in compliance with the architectural theme of the Shopping Center, and in compliance with all other building codes and regulations and all necessary permits and consents are obtained from governmental authorities. Notwithstanding the foregoing, any new drive up or drive through cannot affect/alter parking counts or configuration of parking stalls located on Parcel III.

9. **Common Area Maintenance.** Section VI of the Declaration is hereby deleted in its entirety and replaced with the following:

Each Owner shall have the obligation and responsibility to maintain and repair such portions of their Parcel in a good condition, in conformation with all covenants, conditions and restrictions affecting the Parcels and all government regulations, and in a manner which is consistent with the terms and provisions of this Declaration. Such maintenance obligations shall include, but not be limited to the following:

- a. Maintaining the surfaces at such grades and levels so that the same may be used and enjoyed as contiguous and homogenous common areas, and maintaining said surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed, or of equal or better quality, use and durability;
- b. Regularly removing all papers, debris, snow, ice and refuse and sweeping the areas to the extent reasonably necessary to keep said areas in a neat, clean and orderly condition;
- c. Placing, keeping in repair, and replacing any necessary or appropriate directional signs, striping markers and lines on a regular basis; and operating, keeping in repair, and replacing when necessary, such artificial lighting facilities as shall be reasonably required; and
- d. Maintaining any perimeter walls in good condition and state of repair.

In performing the maintenance obligations required hereunder, an Owner shall not substantially or totally interfere with access to or from a Parcel,

or prevent parking on a Parcel for an unreasonable period of time and shall perform such maintenance and construction activities on the Common Area located on its Parcel in conformance with any covenants, conditions and restrictions of record (including leases of which such Owner has notice) and other Governmental Regulations.

Each Owner shall reasonably cooperate with and assist the other Owners with respect to the maintenance, repair and replacement of utility lines dedicated to the public or conveyed to any public or private utility that are located on an Owner's Parcel, including, without limitation, providing reasonable access on the Owner's Parcel to any governmental agency and/or public utility provider responsible or engaged to conduct such maintenance, repair or replacement.

Except as otherwise provided in the Declaration as herein modified, in the event that any Owner desires to make any architectural modifications to any building on its Parcel, or desires to construct any new building allowable under this Declaration, such Owner shall consult with the other Owners before making any such modification or new construction, and the Owners shall work together in good faith to assure that all buildings are modified or constructed in a manner consistent with a first-class shopping center, and in a manner architecturally consistent and compatible with the balance of the Shopping Center and the architectural theme of the Shopping Center.

10. **New Section.** A new Section VII shall be added to and incorporated in the Declaration as follows:

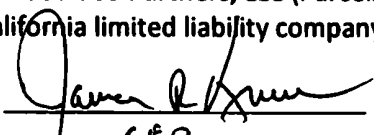
**VII. METHOD OF APPROVAL.** Except as otherwise specifically provided in the Declaration, whenever the consent or approval (collectively, an "approval") of an Owner, Declarant, Mortgagee or other party to the Declaration is required under this Declaration, it will not be unreasonably withheld, conditioned or delayed. Unless provision is made for a longer time period, approval or disapproval will be given within 30 days after receipt of written request for approval, subject to the requirements of any mortgagee of a Parcel. If an Owner or Declarant or other party to the Declaration disapproves, the reasons for such disapproval will be stated in reasonable detail in writing and if disapproved, the parties shall work together in good faith to achieve final approval as soon as reasonably practicable. An Owner's or Declarant's approval of any act or request will not be deemed to waive or render unnecessary approval of any similar or subsequent acts or requests. The Person seeking the approval if such approval is unreasonably withheld, delayed or conditioned (when not permitted to be unreasonably withheld, delayed or conditioned) may bring an action for specific performance to obtain such approval.

11. **Estoppel Certificate.** Any Owner shall, from time to time upon not less than thirty (30) days notice from any other Owner, execute and deliver to such other Owner a certificate stating that this Declaration is unmodified and in full force and effect or, if modified, that this Declaration is in full force and effect, as modified, and stating the modifications, and stating whether or not, to the best of its knowledge, it or any other Owner is in default in any respect under this Declaration, and if in default, specifying such default.
  
12. **Limitations on Liability.** No Owner nor its members, officers, directors, employees, agents or representatives shall be personally liable for any obligation of such Owner hereunder, and each Owner shall look solely to the other Owner's interest in the Property in the enforcement of any claims against an Owner arising under this Declaration. Notwithstanding any provision of this Declaration, no Owner shall be liable to another Owner for punitive, or exemplary damages, arising out of or in connection with this Declaration or the performance or breach hereof.
  
13. **Ratification/No Other Amendments.** The Declaration, as modified herein, is hereby ratified and confirmed. Except as amended herein, the Declaration remains in full force and effect.
  
14. **Counterparts.** This Amendment may be executed in counterparts that together shall constitute one agreement.

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 Stangl  
Its: Manager

State of Utah

County of Salt Lake

Subscribed and sworn to before me on this 30<sup>th</sup> day of January, in the year 2020, by Mike Stangl (name of the document signer).

Kelly Meier  
Notary Signature



State of California

County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2020, by \_\_\_\_\_ (name of the document signer).

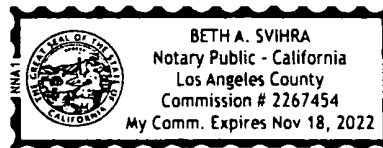
See attached  
\_\_\_\_\_  
Notary Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 3<sup>rd</sup> day of February, 2020,  
by Jamal Kruse, proved to me on the basis of satisfactory evidence to be the person(s)  
who appeared before me.



Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to be 'B. Svihra', written over a horizontal line.

(Seal)



## SCHEDULE I

### Legal Descriptions

#### Parcel I

Beginning at a point on the West line of 900 East Street at a point North 89°48'51" East along the Section line 1712.44 feet and South 0°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 0°04'30" East along said West line of 900 East Street 224.94 feet; thence North 89°49'35" West 125 feet; thence South 0°04'30" East 150.00 feet to the North line of 5600 South Street; thence North 89°49'35" West along said North line 525.00 feet; thence North 0°04'30" West 372.23 feet; thence North 89°56'05" East 650.00 feet to the point of beginning.

#### Parcel II

Beginning at a point on the West line of 900 East Street at a point North 89°48'51" East along the Section line 1712.44 feet and South 0°04'30" East 746.71 feet from the Northwest corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South 0°04'30" East along said West line of 900 East Street 158.78 feet; thence South 89°56'05" West 650.00 feet; thence North 0°04'30" West 158.78 feet; thence North 89°56'05" East 650.00 feet to the point of beginning.

#### Parcel III

Beginning at a point on the West line of 900 East Street at a point North 89°48'51" East along the Section line 1712.44 feet and South 0°04'30" East 487.45 feet from the Northwest corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 0°04'30" East along said West line of 900 East Street 260.00 feet; thence North 89°57'50" West 650.00 feet; thence North 0°04'30" West 260.00 feet; thence South 89°57'50" East 205.00 feet; thence South 0°02'10" West 60.00 feet; thence South 89°57'50" East 110.00 feet; thence North 0°02'10" East 60.00 feet; thence South 89°57'50" East 335.00 feet to the point of beginning.

**SCHEDULE I - Continued**

**Legal Descriptions**

Parcel IV

Beginning on the West line of 900 East Street at a point North 89°48'51" East along the Section line 1712.44 feet and North 0°04'30" West 124.65 feet from the Northwest corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 0°04'30" East along said West line of 900 East Street 612.10 feet; thence North 89°57'50" West 335.00 feet; thence South 0°02'10" West 60.00 feet; thence North 89°57'50" West 110.00 feet; thence North 0°02'10" East 60.00 feet; thence North 89°57'50" West 135.00 feet; thence North 45°20'53" East 77.20 feet; thence North 0°04'30" West 550.00 feet; thence North 89°11' East 525.05 feet to the point of beginning.

Parcels III and IV will be subject to a 20-foot set-back along the East side of said Parcels and Parcel IV will be subject to a 6-foot set-back along the North side of said Parcel, as indicated on Exhibit "A", for roadway purposes and related uses as required by governmental authorities in connection with the issuance of approvals and permits for the development of said Parcels III and IV.

