

RETURN RECORDED DOCUMENT TO:

TerraForm Companies
6770 South 900 East, Suite 102
Salt Lake City, UT 84047
Attn: Jason Smith

Ent 1210841 Bk 2054 Pg 0282
Date 31-Dec-2018 04:36PM Fee \$26.00
Michael Glead, Rec. - Filed By SA
Cache County, UT
For FIRST AMERICAN TITLE-NCS-SLC1
Electronically Submitted by Simplifile

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (this "**Declaration**") is made as of the 31 day of December, 2018 (the "**Effective Date**"), by and between TFC LOGAN 1, LLC ("**TFC**") and by CIN LOGAN, LLC, a Utah limited liability ("**Retail Owner**").
company

WHEREAS, TFC is the owner of that certain parcel of real property located in Cache County, Utah, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference (the "**Burdened Property**");

WHEREAS, Retail Owner is the owner of that certain parcel of real property located in Cache County, Utah, the legal description of which is attached hereto as Exhibit B and incorporated herein by this reference (the "**Benefited Property**"); and

WHEREAS, the parties desire to establish certain use restrictions upon the Burdened Property, as set forth in this Declaration.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and conditions herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby make and declare the following restrictions:

1. TFC covenants and agrees that no portion of the Burdened Property shall be used for the purposes of owning and/or operating any Café Rio, Chipotle, Bajio, Sweeto Burrito, Baja Fresh, Moe's, or Qdoba restaurant (the "**Exclusive Use**").

2. TFC, as the owner of the Burdened Property, acknowledges that any breach of the Exclusive Use restriction contained in this Declaration shall cause irreparable harm to the owner(s) of the Benefited Property, and the owner(s) of the Benefited Property shall have the right to enforce the terms and conditions of this Declaration and shall have the right to seek temporary and permanent injunctive relief against the offending party to prevent a threatened or then current violation of this Declaration. The owner(s) of the Benefited Property shall also be entitled to seek damages for breach of this Declaration. All of the remedies permitted or available to the owner(s) of the Benefited Property under this Declaration shall be cumulative and not alternative to any other remedies available at law or in equity, and an invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

3. This Declaration and the Exclusive Use restriction contained herein shall be appurtenant to and for the benefit of the Benefited Property and shall burden the Burdened Property and all portions thereof, and subject to Section 1 above, shall run with the land for so long as a Costa Vida restaurant is in continuous operation upon the Benefited Property. This Declaration and the Exclusive Use restriction contained herein

shall inure to the benefit of and be binding upon all owners and ground lessors, and their successors, transferees and assigns.

4. TFC and Retail Owner confirm and ratify the matters contained and referred to in the recitals to this Declaration.

5. If any clause, sentence or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect, to the maximum extent permitted by law.

6. If the owner of the Benefited Property or the owner or occupant of any portion of the Burdened Property against whom the rights of this Declaration are being asserted shall deem it necessary to commence any action or proceeding or to employ an attorney to enforce or defend its rights hereunder, the substantially prevailing party shall be entitled to its fees and costs in connection therewith, including, without limitation, attorneys' fees and court costs.

7. Unless otherwise expressly stated herein, this Declaration may not be modified, amended or terminated as to the Benefitted Property or any portion of the Burdened Property without the prior written consent of (a) the owner of the Benefitted Property and (b) the owner of such portion of the Burdened Property, or their respective successors and assigns

8. This Declaration shall be in addition to and shall supplement any covenants, conditions and restrictions affecting the Burdened Property as of the Effective Date.

9. This Declaration shall be construed and interpreted in accordance with the laws of the State of Utah.

10. This Declaration may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one (1) and the same instrument.

[Remainder of Page Left Blank.]

“RETAIL OWNER”

C&N Logan, LLC, a Utah Limited Liability Company,

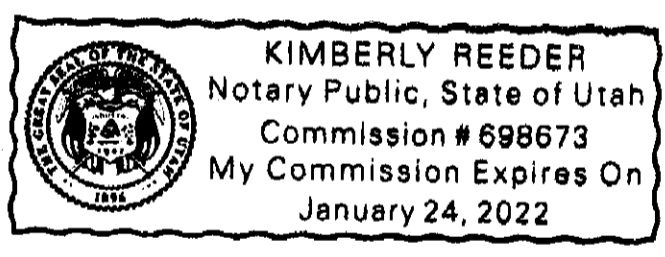
By: [Signature]
Name: Ryan Forsyth
Its: Member

Address:
1835 S. Hwy 89
Perry, UT 84302

STATE OF UTAH)
COUNTY OF Box Elder) : ss

On the 31 day of December, 2018, personally appeared before me Ryan Forsyth, the Member of C&N Logan LLC, a Utah Limited Liability Company and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of said company for its stated purpose.

Kimberly Reeder
Notary Public of Utah
Residing at: 110 S. Main Brigham City
Commission Expires: 1-24-22



**EXHIBIT A
TO
DECLARATION OF RESTRICTIVE COVENANT**

Legal Description of Burdened Property

PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, LOCATED IN THE CITY OF LOGAN, COUNTY OF CACHE, STATE OF UTAH, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 4; THENCE SOUTH 27°17'50" WEST 1120.25 FEET TO THE INTERSECTION OF THE SOUTH LINE OF 700 SOUTH STREET AND THE EAST LINE OF MAIN STREET (UDOT PROJECT F017(16)); THENCE SOUTH 1°11'16" WEST 270.55 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING; THENCE SOUTH 89°18'43" EAST 232.99 FEET; THENCE NORTH 51°20'10" EAST 41.84 FEET; THENCE ALONG THE EAST LINE OF THE ABANDONED UTAH-IDAHO CENTRAL RAILROAD RIGHT-OF-WAY THE FOLLOWING TWO COURSES: SOUTH 38°39'50" EAST 21.58 FEET; SOUTH 39°37'38" EAST 107.10 FEET TO AN ANGLE POINT IN THE WESTERLY LINE OF LOT 4 OF THE BIRCHWOOD SUBDIVISION, FILING NUMBER 605950; THENCE SOUTH 25°21'41" EAST 64.15 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT AND ITS PROLONGATION TO AN OLD FENCE; THENCE NORTH 89°18'43" WEST 377.62 FEET ALONG SAID FENCE TO THE EAST LINE OF MAIN STREET; THENCE NORTH 1°11'16" EAST 129.45 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY THAT CERTAIN QUIT CLAIM DEED RECORDED MARCH 10, 2016 AS ENTRY NO. 1143262 IN BOOK 1886 AT PAGE 1374 OF OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN THE CITY OF LOGAN, COUNTY OF CACHE, STATE OF UTAH, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 4; THENCE SOUTH 27°17'50" WEST 1120.25 FEET TO THE INTERSECTION OF THE SOUTH LINE OF 700 SOUTH STREET AND THE EAST LINE OF MAIN STREET (UDOT PROJECT F-017(16) AT ENGINEER'S STATION 485+61.88 OFFSET 50.00 FEET RIGHT); THENCE SOUTH 1°11'16" WEST 198.88 FEET ALONG SAID EAST LINE TO UDOT PROJECT F-017(16) ENGINEER'S STATION 477+95.61 OFFSET 50.00 FEET RIGHT AND THE POINT OF BEGINNING; THENCE SOUTH 89°18'43" EAST 7.00 FEET ALONG THE GRANTOR'S NORTH LINE TO A POINT 57.00 FEET RIGHT OF CENTERLINE OF SAID UDOT PROJECT; THENCE SOUTH 1°11'16" WEST 201.12 FEET ALONG A LINE PARALLEL WITH THE EXISTING EAST LINE OF THE UDOT RIGHT-OF-WAY TO THE GRANTOR'S SOUTH LINE; THENCE NORTH 89°18'43" WEST 7.00 FEET ALONG SAID SOUTH LINE TO UDOT PROJECT F-017(16) ENGINEER'S "C" LINE STATION 20+33.08 OFFSET 50.00 FEET RIGHT; THENCE NORTH 1°11'16" EAST 201.12 FEET TO THE POINT OF BEGINNING.

Parcel No: 02-063-0025

**EXHIBIT B
TO
DECLARATION OF RESTRICTIVE COVENANT**

Legal Description of Benefitted Property

A PART OF THE SOUTHWEST QUARTER OF SECTION 3 AND THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 165 LOCATED NORTH 02°02'54" WEST A DISTANCE OF 710.54 FEET, AND 126.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 831.47 FEET, A CENTRAL ANGLE OF 08°44'03", CHORD BEARS NORTH 06°14'13" WEST A DISTANCE OF 126.63 FEET FROM LOGAN CITY GPS MONUMENT #442, SAID POINT BEING LOCATED SOUTH 17°19'26" WEST, A DISTANCE OF 1731.27 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 4, AND BEING THE BEGINNING OF A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 88°07'49" EAST, A RADIAL DISTANCE OF 831.47 FEET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES: (1) 48.04 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 03°18'37", CHORD BEARS NORTH 00°12'53" WEST A DISTANCE OF 48.03 FEET; (2) NORTH 01°21'35" EAST, A DISTANCE OF 85.46 FEET TO THE SOUTH LINE OF PARCEL 02-063-0025; THENCE SOUTH 89°15'59" EAST, A DISTANCE OF 289.87 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 00°44'01" WEST, A DISTANCE OF 133.48 FEET; THENCE NORTH 89°15'59" WEST, A DISTANCE OF 290.01 FEET TO THE POINT OF BEGINNING.

Subject to a 10 foot public utility easement on the North, South, East and West of the above described property.

Part of Parcel 02-063-0011
