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11/30/2016 4:56:00 PM \$29.00
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Gary W. Ott
Recorder, Salt Lake County, UT
VANTAGE TITLE INS AGCY
BY: eCASH, DEPUTY - EF 9 P.

When Recorded Return To:

Kelly Wells
Lake Land Development Corporation
2675 West 2365 South, Suite No. 1
West Valley City, Utah 84119

Space above for County Recorder's Use

Tax Parcel Nos. 15-27-378-019, 15-27-378-024,
15-27-378-020, and 15-27-378-041

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (the "Declaration") is made as of 11-30, 2016, by LAKE LAND DEVELOPMENT CORPORATION, a Utah corporation ("Declarant") with reference to the following:

A. Declarant is the owner of that certain property located in Salt Lake County, Utah (the "Property") comprised of four parcels more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference, and depicted on the Site Plan attached hereto as Exhibit B (the "Site Plan"), which is incorporated herein by this reference.

B. Declarant desires to establish certain easements on the Property as set forth herein.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Declarant declares as follows:

1. Definitions. The following defined terms shall have the meanings set forth below for purposes of this Declaration.

(a) "Building Area." All those areas on each Parcel occupied by a building as shown on the Site Plan.

(b) "Common Area." All those areas on each Parcel which are not Building Area or Service Areas.

(c) "Owner." The record holder of fee simple title to a Parcel, its heirs, personal representatives, successors and assigns. Each Parcel may have only one Owner.

(d) "Parcel" or "Parcels." Individually or collectively, the parcels described on Exhibit A, as each is shown on the Site Plan.

(e) "Permittees." The Owner of a Parcel and its officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, assignees, tenants, and concessionaires.

(f) “Service Areas.” The sidewalks attached to and/or adjoining a building, and drive-up or drive-thru customer service facilities directly adjacent or in close proximity to a building. The Service Areas are the exclusive property of the Owner of the Parcel and not part of Common Area.

(g) “Utility Lines.” Those facilities and systems for the transmission or other provision of utility services, including, but not limited to, water drainage, detention or retention systems or structures, water mains, sewers, lift stations, water sprinkler system lines, electrical conduits or systems, gas mains, other public or private utilities providing service to all Owners of the Property in common.

2. Easements.

(a) Ingress and Egress. A nonexclusive easement for ingress and egress by vehicular and pedestrian traffic is hereby created upon, over and across that portion of the Common Area located each Parcel, except for those areas devoted to Service Areas, for the benefit of the other Parcels for the use of each Owner and its Permittees. Without the written consent of each Owner, the accessways shown on the Site Plan including, without limitation, the curb cuts on such accessways, shall not be altered or modified.

(b) Parking. A nonexclusive easement for vehicular parking is hereby created upon, over and across the parking areas within the Common Area located on each Parcel for the benefit of the other Parcels for the use of each Owner and its Permittees.

(c) Utility Lines and Facilities. A nonexclusive easement is hereby created under, through and across the Common Area of the each Parcel for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, removal and replacement of Utility Lines, subject to the written approval of the Owner of the Parcel as to the location of such Utility Lines. The easement area shall be no wider than necessary to reasonably satisfy the requirements of a private or public utility, or five feet on each side of the centerline if the easement is granted to a private party. The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the Common Area or with the normal operation of any business in the Property. The grantee shall bear all costs related to the installation, operation, maintenance, repair and replacement of such easement facilities, shall repair to the original specifications any damage to the Common Area resulting from such use, and shall provide as-built plans for all such facilities to the Owners of all Parcels upon which such Utility Lines are located within 30 days after the date of completion of construction of the easement facilities.

(d) Storm Drainage and Detention Easements. The perpetual right and easement is hereby granted to discharge surface storm water drainage and/or runoff from each Parcel over, upon and across the Common Area of the other Parcels so long as no Owner shall alter or permit to be altered the surface of the Common Area or the drainage/retention system constructed on its Parcel if such alteration would materially increase the flow of surface water onto an adjacent Parcel either in the aggregate or by directing the flow of surface water to a limited area. All surface water collection, retention and distribution facilities shall be deemed a Utility Line. All drains, gutters, downspouts, berms, swells, and other drainage facilities and

systems (collectively, “Systems”) shall be maintained by each Owner, with respect to the portion of each such System located upon an Owner’s Parcel, in a neat, orderly, safe and sanitary condition, and in such a manner as to facilitate the orderly discharge of water by means thereof.

3. Common Areas. The sizes and arrangements of Common Area improvements may not be materially changed without the prior written approval of each Owner, which consent shall not be unreasonably withheld.

4. Maintenance.

(a) Each Owner shall, except as hereinafter provided, maintain the Common Area on its Parcel at all times in good and clean condition and repair, said maintenance to include, without limitation, the maintaining, repairing and resurfacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability; and restriping, when necessary, to maintain clearly visible parking stall and traffic control lines.

(b) If any Owner fails to repair or maintain the Common Areas on such Owner's Parcel, then another Owner may notify the non-performing Owner in writing of the default under the terms of Section 4(a) and provide the non-performing Owner with ten business days to cure the default. If the non-performing Owner fails to cure the default within the ten business day period, the other Owner may, at its option and without obligation, undertake to perform such obligations on behalf of the non-performing Owner. The non-performing Owner shall reimburse the performing Owner upon demand for all costs incurred for such purpose, including actual out-of-pocket costs, plus a reasonable fee for the overhead and management services related thereto, plus interest at 18% per annum until paid.

5. Not a Public Dedication. Nothing contained in this Declaration will be deemed to be a gift or dedication of any portion of the Parcels to or for the general public or for any public purposes whatsoever, it being the intention of the Declarant that this Declaration be strictly limited to and for the purposes expressed in this Declaration.

6. Insurance. Each Owner shall maintain or cause to be maintained commercial general liability insurance with broad form coverage insuring against claims on account of bodily injury or death, personal and advertising injury, property damage or destruction, and contractual liability (i.e., exclusions for liability assumed under contract must be deleted) that may arise from, or be related to (i) the conduct of the Owner and/or occupants, or (ii) the condition, use or occupancy of each Owner’s Parcel (the “Owner’s Liability Insurance”). The Owner’s Liability Insurance shall name each other Owner as an “additional insured” under the policy or policies and shall have a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than \$1,000,000 per occurrence. The limits of such policies shall be reviewed by the Owners and adjusted in accordance with the then prevailing coverages maintained in similar commercial developments in Salt Lake County, Utah not more than once every ten years. Upon request, each Owner agrees to furnish to any other Owner requesting same evidence that: (i) such insurance is in full force and effect; (ii) the premiums have been paid in full; and (iii) the appropriate parties are designated as additional

insureds. Such insurance shall be written on an “occurrence” basis (any insurance carried by another Owner or tenant shall be noncontributing with such insurance) and shall be written with an insurer licensed to do business in the state in which the Property is located. The insurance company providing such insurance shall be rated at least A- VII, A.M. Best’s rating. Such insurance may be a part of blanket liability coverage carried by a party so long as such blanket policy does not reduce the limits or diminish the coverage required herein.

7. Indemnification by Owners. Each Owner shall defend, indemnify and hold the other Owner and its Permittees harmless for, from and against any and all damages, liabilities, losses, actions, claims, costs and expenses (including reasonable attorneys’ fees and court costs and reasonable attorneys’ fees and court costs on appeal) (i) in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the indemnifying Owner’s Parcel, unless caused by the grossly negligent or willful act or omission of the indemnified Owner or its Permittees; (ii) in connection with the failure to comply with the provisions of this Declaration; or (iii) in connection with any other act or omission of such Owner or its Permittees. If an Owner shall, without fault, be made a party to any litigation commenced by or against another Owner or its Permittees, or if an Owner shall, in its reasonable discretion, determine that it must intervene in such litigation to protect its interest hereunder, then the indemnifying Owner shall defend the indemnified Owner using attorneys reasonably satisfactory to the indemnified Owner and shall pay all costs, expenses and reasonable attorneys’ fees and costs in connection with such litigation. The indemnified Owner shall have the right to engage its own attorneys in connection with any of the provisions of this Section 7, including, but not limited to, any defense of or intervention by the indemnified Owner, notwithstanding any contrary provisions of the laws or court decisions of the State of Utah.

8. Governing Law. This Declaration shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

9. Severability. If any term or provision of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Declaration shall be valid and enforced to the fullest extent permitted by law.

10. Binding Effect. This Declaration shall be binding upon and inure to the benefit of the owners of the parcels and their respective successors and assigns, including successors in title. The rights and privileges and easements granted and conveyed hereunder shall exist for the benefit of, and be a burden upon, the parcels (as applicable) and shall run with title to, and be appurtenant to, such parcels. All the covenants, conditions, restrictions, easements, terms and provisions hereof are and shall be deemed to be covenants running with the Property described herein.

11. No Waiver. Failure of a party to insist upon strict performance of any provisions of this Declaration shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Declaration shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

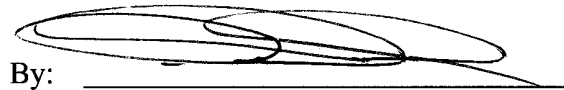
12. Costs and Expenses and Remedies Upon Breach. In the event of a breach in any of the restrictions contained herein, the breaching party shall pay all costs and expenses, including reasonable attorneys' fees and experts' fees, which may arise or accrue from enforcing this Declaration or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise. Because it would be difficult to ascertain the exact money damages suffered by a non-breaching party, such non-breaching party is entitled to appropriate equitable remedies in the event of any such breach.

13. Interpretation. The paragraph headings in this Declaration are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Declaration shall include the plural, where the context is otherwise appropriate.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.


DECLARANT:

LAKE LAND DEVELOPMENT CORPORATION, a Utah corporation


By: _____
Print Name: Kelly J. Wells
Title: President

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

The foregoing instrument was acknowledged before me this 30 day NOV., 2016, by Kelly J. Wells, the President of LAKE LAND DEVELOPMENT CORPORATION, a Utah corporation, on behalf of the company.



NOTARY PUBLIC
Residing at: SLC, Utah

My Commission Expires:

4/14/18

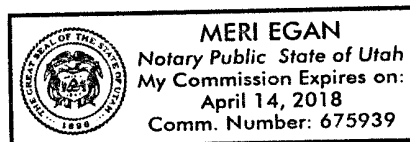


EXHIBIT A

(Legal Description of Property)

Parcel 1

A parcel of land located in the Southwest quarter of Section 27, Township 1 South, Range 1 West, basis of bearing for the following description is between the a found brass cap monument representing the South quarter of Section 27 and a found brass cap monument representing the Southwest quarter corner of Section 27 both in Township 1 South, Range 1 West, described as follows:

Beginning at a point which North 00°06'35" West 410.10 feet and South 89°53'25" West 53.25 feet from a found brass cap monument representing the South quarter of Section 27, Township 1 South, Range 1 West, said point being the westerly right of way line of Redwood Road; thence South 00°06'35" East 152.62 feet along said westerly right of way line; thence South 89°55'30" West 387.95 feet; thence North 152.62 feet to a point which aligns with an existing top back of curb; thence North 89°55'30" East 387.66 feet along to and along said top back curb and along and existing fence line to the point of beginning.

Contains: 59,188.66 Sq. ft or 1.35 Acres

Parcel 2

A parcel of land located in the Southwest quarter of Section 27, Township 1 South, Range 1 West, basis of bearing for the following description is between the a found brass cap monument representing the South quarter of Section 27 and a found brass cap monument representing the Southwest quarter corner of Section 27 both in Township 1 South, Range 1 West, described as follows:

Beginning at a point which North 00°06'35" West 163.10 feet and South 89°53'25" West 53.25 feet from a found brass cap monument representing the South quarter of Section 27, Township 1 South, Range 1 West, said point being the westerly right of way line of Redwood Road as set forth in warranty deed Entry No. 9287820; thence West 67.93; thence North 11.00 feet; thence West 110.85 feet; North 00°04'30" West 83.24 feet; thence North 89°55'30" East 178.71 feet to a point of said westerly right of way line of Redwood Road; thence South 00°06'35" East 94.48 feet to the point of beginning.

Contains: 15,646.01 Sq. ft or 0.35 Acres

Parcel 3

A parcel of land located in the Southwest quarter of Section 27, Township 1 South, Range 1 West, basis of bearing for the following description is between the a found brass cap monument representing the South quarter of Section 27 and a found brass cap monument representing the

Southwest quarter corner of Section 27 both in Township 1 South, Range 1 West, described as follows:

Beginning at a point which North $00^{\circ}06'35''$ West 33.00 feet and South $89^{\circ}53'25''$ West 53.25 feet from a found brass cap monument representing the South quarter of Section 27, Township 1 South, Range 1 West, said point being the westerly right of way line of Redwood Road as set forth in warranty deed Entry No. 9287820; thence West 67.93; thence North 11.00 feet; thence West 110.85 feet; thence South $00^{\circ}04'30''$ West 141.31 feet to and along the East face of an existing masonry building to a point on the northerly right of way line of 3500 South Street; thence North $89^{\circ}55'30''$ East 27.01 feet along said right of way line to the southwest corner of a parcel called out by warranty deed in favor of UDOT and recorded as Entry No. 10181459; thence along said parcel the following three (3) courses and distances: (1) North $00^{\circ}01'52''$ East 6.04 feet; (2) North $89^{\circ}58'08''$ East 26.67 feet; (3) South $00^{\circ}01'52''$ West 5.99 feet to a point 33 feet perpendicularly distant from the monument line of said 3500 South Street; said point being the northerly right of way line called out in UDOT warranty deed Entry No. 9287820; thence along said UDOT warranty deed line the following six (6) courses and distances: (1) North $89^{\circ}55'30''$ East 97.17 feet; (2) North $00^{\circ}06'35''$ West 7.00 Feet; (3) North $89^{\circ}55'30''$ East 26.00 feet; (4) North $00^{\circ}06'35''$ West 2.00 Feet; (5) North $89^{\circ}55'30''$ East 2.00 feet to a point which is 53.25 feet perpendicularly distant from the monument line of said Redwood Road Street; (6) North $00^{\circ}06'35''$ West 121.07 feet to the point of beginning.

Contains: 24,137.93 Sq. ft or 0.55 Acres

Parcel 4

A parcel of land located in the Southwest quarter of Section 27, Township 1 South, Range 1 West, basis of bearing for the following description is between the a found brass cap monument representing the South quarter of Section 27 and a found brass cap monument representing the Southwest quarter corner of Section 27 both in Township 1 South, Range 1 West, described as follows:

Beginning at point which is South $89^{\circ}55'30''$ West 232.12 feet along aforesaid monument line of 3500 South Street and North $00^{\circ}04'30''$ West 33.00 feet from a found brass cap monument representing the South quarter of Section 27, Township 1 South, Range 1 West; thence South $89^{\circ}55'30''$ West 94.58 feet; thence North 200.43 feet; thence West 114.96 feet; thence North 23.97 feet; thence North $89^{\circ}55'30''$ East 209.34 feet; thence South $00^{\circ}04'30''$ East 224.55 feet to and along the East face of an existing masonry building to the point of beginning.

Contains: 23,968.77 Sq. ft. or 0.55 Acres

EXHIBIT B

(Depiction of Property and Common Areas)

[See Attached.]

