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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 10 P.

WHEN RECORDED MAIL TO:

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

**FOURTH AMENDMENT TO FIFTH AMENDMENT TO AND TOTAL
RESTATEMENT OF DECLARATION OF RESTRICTIONS AND GRANT
OF EASEMENTS**

In Reference to Tax ID Number(s):

14-26-476-031; 14-26-476-023; 14-26-476-022; 14-26-476-035; 14-26-476-034; 14-26-476-024;
14-26-476-011

**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.**

WHEN RECORDED, MAIL TO:

Tax Parcel Numbers: 14-26-476-031; 14-26-476-023; 14-26476-022; 14-26-476-035; 14-26-476-034; 14-26-476-024; and 14-26-476-011

FOURTH AMENDMENT TO FIFTH AMENDMENT TO AND TOTAL RESTATEMENT
OF DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS

THIS FOURTH AMENDMENT TO FIFTE AMENDMENT TO AND TOTAL RESTATEMENT OF DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENT (this "Fourth Amendment") is made and effective as of this day of July 16th, 2019 by the undersigned property owners.

RECITALS

A. The undersigned 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"). The parcels of land comprising the Shopping Center are more fully described in Exhibit A attached hereto and incorporated herein by this reference.

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 (as amended the "Restated Declaration"). Capitalized terms used in this Fourth Amendment that are not defined herein shall have the meanings given to them in the Restated Declaration.

C. 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 Fourth Amendment do not affect access to or impose restrictions on Parcels 4 or 10.

D. As the owners and/or Prime Leasees 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 Fourth Amendment.

AMENDMENT

NOW, THEREFORE, the undersigned owners hereby declare, for the reasons cited above, that all of the Property 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. Common Area Requirements. Notwithstanding anything set forth in the Revised Declaration to the contrary, including without limitation, Section 2.3 of the Revised Declaration, in no case shall parcels 1-7 be required to have more parking than is required by such zoning and statutes as applicable.
3. Type and Design of Building. Notwithstanding anything set forth in the Revised Declaration to the contrary, including without limitation, Section 2.4(d) of the Revised Declaration, all building height restrictions relating to Parcels 1-7 shall be removed.
4. Restrictions on Use. Notwithstanding anything set forth in the Revised Declaration to the contrary, including without limitation, Section V of the Revised Declaration, nothing in the Revised Declaration shall be interpreted to disallow the construction and operation of a storage facility or hotel on any of the parcels.
5. Previous Documents. Any provisions in previously recorded document that are inconsistent with the terms of this document are hereby terminated.
6. Severability. If any term or provision of this Fourth Amendment is 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 Fourth Amendment 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 Fourth Amendment.
7. Remaining Terms Unchanged. Except as expressly amended and modified by this Fourth Amendment, all of the remaining terms and conditions set forth in the Restated Declaration shall remain unchanged and in full force and effect.

8. Entire Agreement. This Fourth Amendment constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations and understandings with respect thereto. The terms of this Fourth Amendment 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 Fourth Amendment. This Fourth Amendment 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.

9. Amendment and Waivers. No amendment or waiver of any provision of this Fourth Amendment 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 which 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.

10. 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 Fourth Amendment is not intended to, and does 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.

11. No Presumption Against Drafting Party. Each Party acknowledges that it was represented by legal counsel in the drafting of this Fourth Amendment. 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 Fourth Amendment and hereby waive the application of any such rule of construction.

12. Counterparts. This Fourth Amendment 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 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

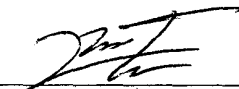
Essential Properties

By: _____
Its: _____

Devoe Moore

By: _____
Its: _____

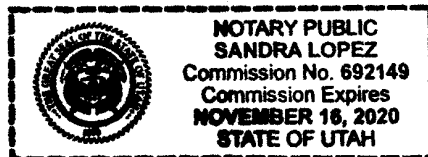
Alpine Storage

By:  _____
Its: *member* _____

STATE OF UTAH
: ss.:
COUNTY OF UTAH

On this 16th day of JULY, 2019 before me personally appeared ROMAN 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.



Sandra Lopez
Notary Public
Address: 1422 E 3000N
LEHI, UT 84043

[SEAL]

My commission expires:
11/16/2020

PARCEL OWNERS

Essential Properties

By: _____
Its: _____

Devoe Moore

By: Devoe Moore
Its: _____

Alpine Storage

By: _____
Its: _____

STATE OF FLORIDA)
COUNTY OF Leon) : ss.:

On this 6th day of July, 2019, before me personally appeared DREW L. MOYCE, 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. Autry
Notary Public


Address: 742 Magnolia Cir.
Moscow, FL 32349

My commission expires:

10/23/21

PARCEL OWNERS

Essential Properties

By:  _____
Its: _____

Devoe Moore

By: _____
Its: _____

Alpine Storage

By: _____
Its: _____

STATE OF NJ)
: ss.:
COUNTY OF Midland)

On this 9 day of July, 2019, before me personally appeared Gregory 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.

Vanessa N. Riscica
Notary Public

Address: 901 Cambridge Court
Princeton, NJ 08540

[SEAL]

My commission expires:

9-9-21

