

Recording requested by:

After recording return to:

Troutman Pepper
11682 El Camino Real, Suite 400
San Diego, CA 92130
Attention: Randal J. Lejuwaan

Tax Serial Number: 103570102 and 103570101

RESTRICTIVE COVENANTS AGREEMENT

THIS RESTRICTIVE COVENANTS AGREEMENT (this "**Agreement**") is made as of July 30, 2021 (the "**Effective Date**"), by and between B & S INVESTMENTS LLC, an Idaho limited liability company and DUTCH YAKUZA, LLC, an Idaho limited liability company (collectively, "**Landholder**"), and HOME DEPOT U.S.A., INC., a Delaware corporation ("**Home Depot**"). As referred to herein, Landholder Property Owner (as defined below) and HD Owner (as defined below) are each a "**Party**" and collectively, the "**Parties**".

RECITALS

A. By virtue of a conveyance from Home Depot by a special warranty deed of even date herewith, Landholder is the owner of that certain tract of land legally described on **Exhibit "A-1"** attached hereto and made a part hereof and depicted on **Exhibit "A-2"** attached hereto, said property being referred to herein as the "**Landholder Property**".

B. Home Depot is the owner of those certain tracts of land described on **Exhibit "B"** attached hereto and made a part hereof, said property being contiguous to the Landholder Property, and being hereinafter collectively referred to as the "**HD Property**". The Landholder Property and the HD Property are collectively referred to herein as the "**Properties**" and each a "**Property**".

C. The Properties are subject to that certain Restriction Agreement and Grant of Easements dated January 14, 2005 and recorded in the official records of Davis County, Utah (the "**Records**") on November 15, 2005 as Entry No. 2122537 in Book 3912, Pages 216-269, as amended by that certain First Amendment to Restriction Agreement and Grant of Easements dated November 9, 2006 and recorded in the Records on September 10, 2007 as Entry No. 2304631 in Book 4363, Pages 496-501 and that certain Third Amendment to Restriction Agreement and Grant of Easement dated as of the Effective Date and recorded in the Records concurrently with this Agreement (collectively and as amended from time to time, the "**Master RAGE**").

D. The Parties desire to impose certain restrictions on the Landholder Property for the benefit of the HD Property.

AGREEMENT

NOW, THEREFORE, for and in consideration of good and valuable consideration (including, with respect to Landholder, Home Depot's conveyance to it of the Landholder Property), the receipt and

sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I – ACCESS DRIVES

1.1 Access Drives. The owner of the Landholder Property and each successive owner(s) of the Landholder Property (Landholder and each successor owner(s) of the Landholder Property are collectively referred to herein as the "Landholder Property Owner") or any of its tenants, agents, representatives, invitees, customers, guests or licensees (collectively, "Landholder Property Occupants"), shall at no time (a) block the curb cuts, entrances or exits to the driveways and/or access ways on the HD Property and/or store equipment or trucks on the HD Property or (b) permit its employees, agents or invitees to park on any portion of the HD Property. Notwithstanding anything contained herein to the contrary, Landholder Property Owner and Landholder Property Occupants shall prohibit delivery trucks accessing the Landholder Property (i) to use any portion of the HD Property or the Landholder Property except for the area of the HD Property and the Landholder Property depicted on **Exhibit "C"** attached hereto and incorporated herein; (ii) that have greater than WB-50 vehicle dimensions; and (iii) during the hours of 6:00 a.m. to 9:00 p.m. every day (the "**Prohibited Hours**"). Notwithstanding the foregoing, Landholder Property Owner or the Landholder Property Occupants may permit delivery trucks to access the Landholder Property during the Prohibited Hours only if (A) the delivery vehicle parks within the delivery area depicted as the single-hatched area and as "Truck Delivery Area" on **Exhibit "E"** attached hereto and incorporated herein (the "**Delivery Area**") and (B) the Delivery Area is properly marked to divert vehicular traffic away from the Delivery Area so that vehicles do not park within the Delivery Area.

1.2 Drainage Easement. Home Depot or the successor owner of the HD Property (Home Depot and each successor owner of the HD Property are collectively referred to herein as the "**HD Owner**"), as grantor, hereby grants to Landholder Property Owner and Landholder Property Occupants, a nonexclusive easement for the flow, passage and use of storm water through the existing storm water drainage line and drainage storage facility that serve the HD Property (the "**Existing Drainage Facility**"). The portion of the Existing Drainage Facility located on the Landholder Property is as set forth in the on **Exhibit "D"** attached hereto and incorporated herein. Landholder Property Owner may not relocate the Existing Drainage Facility. Landholder Property Owner shall bear all costs related to the connection of the drainage line to the Existing Drainage Facility and Landholder Property Owner shall repair any damage to the HD Property resulting from such use of and connection to the Existing Drainage Facility. Prior to connecting the storm water drainage lines from the Landholder Property to the Existing Drainage Facility, Landholder Property Owner shall obtain HD Owner's prior approval of the plans for connecting the drainage line that benefits the Landholder Property to the Existing Drainage Facility, which approval will not be unreasonably withheld, conditioned or delayed. In no event shall the maximum build-out ratio for the Property exceed a runoff coefficient that exceeds the capacity for the Existing Drainage Facility that will be provided by HD Owner after Landholder Property Owner requests approval from HD Owner and provides the necessary documentation to HD Owner for HD Owner to make such calculation. Landholder Property Owner shall cause the drainage system on the Landholder Property to be maintained and operated to comply with all applicable laws (including, without limitation, all laws and regulations regarding storm water compliance and any and all requirements to filter such storm water prior to reaching the Existing Drainage Facility).

ARTICLE II - MAINTENANCE

2.1 Damage to HD Property. Notwithstanding any other provisions hereof, if Landholder Property Owner or Landholder Property Occupants damages any portion of the HD Property, Landholder Property Owner shall reimburse Home Depot Owner for the costs and expenses for the repair and restoration of such damage within thirty (30) days after receipt of an invoice from HD Owner, and in the event Landholder Property Owner fails to make such payment within such thirty (30) day period,

Landholder Property Owner shall be required to pay interest on the amount due at the lesser of (a) the maximum rate allowed by law or (b) fifteen percent (15%) per annum until payment is made.

2.2 Shared Costs. To the extent that the Properties are billed for any shared cost, utility, maintenance or use assessment or imposition under any separate agreements, whether of record or otherwise (collectively, the "**Existing Reimbursables**"), the owners of the Properties shall cooperate with each other to cause each Property to be separately allocated and assessed by the billing party or entity therefor. During any time that the Properties are not separately allocated and assessed with respect to any Existing Reimbursable, Landholder Property Owner shall reimburse HD Owner for its pro rata share of any Existing Reimbursable from time to time within thirty (30) days after request therefor from HD Owner, which pro rata share shall be equal to the ratio that the total land square footage of the Landholder Property bears to the total land square footage of the Properties. The Existing Reimbursable shall not include Home Depot's maintenance of the access roads (which are included in the Maintenance Fee (as defined below)). The Parties are unaware of any Existing Reimbursables that exist as of the Effective Date. This provision in Section 2.2 is intended to address any Existing Reimbursable that the Parties are unaware as of the Effective Date.

2.3 Maintenance. Landholder Property Owner shall maintain, or cause to be maintained, the exterior of any building on the Landholder Property in a good, safe and first class order, condition and repair and otherwise in compliance with the terms of this Agreement, any applicable covenants, easements, restrictions and other matters of record encumbering the Landholder Property and all applicable requirements of law and governmental regulation applicable thereto. Additionally, Landholder Property Owner shall maintain the Landholder Property pursuant to the terms of the Master RAGE.

2.4 Taxes and Assessments. Landholder Property Owner shall pay, prior to any penalty attaching thereto, all real estate taxes, assessments and personal property taxes, if any, imposed upon the land and improvements and equipment located on the Landholder Property.

2.5 Maintenance Fee. On or before December 31st of each calendar year, Landholder Property Owner shall deliver to HD Owner the sum of Two Thousand Five Hundred Dollars (\$2,500.00), as Landholder Property Owner's contribution toward Landholder Property Owner's use of, and the cost of HD Owner's maintenance of, the access areas (the "**Maintenance Fee**"). The receipt of an invoice from HD Owner shall not be a condition to Landholder Property Owner's obligation to pay the Maintenance Fee on each December 31st as provided herein. The Maintenance Fee shall be due and payable in advance on December 31st of each year; provided, however, that the Maintenance Fee for the time between the Effective Date and the following December 31st shall be prorated and shall be due and payable upon the execution of this Agreement. The Maintenance Fee shall be increased, commencing on the fifth (5th) anniversary of the first December 31st occurring after the date of this Agreement and each five (5) year anniversary thereafter, to an amount equal to one hundred ten percent (110%) of the annual contribution for the one (1) year period prior to such adjustment. The Maintenance Fee shall be sent to the following address:

The Home Depot
Attn: Lockbox 7491
400 White Clay Center Drive
Newark, Delaware 19711
Re: Store No. 8583 – Layton, Utah

or to such other address as HD Owner may from time to time designate.

ARTICLE III – LANDHOLDER PROPERTY COVENANTS

3.1 Restrictions on Landholder Property. The Landholder Property shall be owned and used subject to the following restrictive covenants, which shall run with the land and be binding upon the

Landholder Property, Landholder, Landholder Property Owner and the Landholder Property Occupants, and its and their respective successors and assigns with respect to the Landholder Property:

(A) No more than one (1) building or other structure (excluding a dumpster enclosure) shall be located on the Landholder Property at any time. No building or other structure on the Landholder Property shall (i) exceed one (1) story and twenty-four feet (24') in height (from the building approved finished floor elevation), exclusive of parapet walls and other projections which shall not exceed twenty-six feet (26') in height (from the building approved finish floor elevation) or (ii) contain more than one thousand (1,000) square feet of ground floor space in the aggregate.

(B) No more than one (1) business shall be permitted to operate on the Landholder Property at any time. Landholder Property Owner intends that the Landholder Property will initially be used for the operation of a coffee shop.

(C) No building or other structure shall be permitted within the Landholder Property if such building or other structure would reduce the number of parking spaces on each parcel within the Landholder Property to fewer than the greater of (i) fifteen (15) parking spaces for every 1,000 square feet of improvements, or the number of parking spaces required under applicable governmental rules, regulations and ordinances without variance, whichever is greater, with respect to any sit-down restaurant use with waitress/waiter service, (ii) ten (10) parking spaces for every 1,000 square feet of improvements, or the number of parking spaces required under applicable governmental rules, regulations and ordinances without variance, whichever is greater, with respect to any fast food or quick service restaurant use with no waiter/waitress service, and (iii) five (5) parking spaces for every 1,000 square feet of improvements or the number of parking spaces required under applicable governmental rules, regulations and ordinances without variance, whichever is greater, for any other use. Additionally, Landholder Property Owner and Landholder Property Occupants shall not cause (by requesting a parking variance or otherwise) the number of parking spaces on the HD Property to be less than the sum of (a) the minimum number of parking spaces on HD Property under applicable governmental rules, regulations and ordinances (without variance) plus (b) twenty-five (25) parking spaces. If a business on the Landholder Property contains a drive-up or drive-thru unit (such as a remote banking teller or a permissible restaurant), then there shall also be created space for stacking not less than ten (10) automobiles (exclusive of any drive aisle) for each drive-up or drive-thru unit.

(D) No portion of the Landholder Property shall be used for a business or use which creates strong, unusual or offensive odors, fumes, dust or vapors; is a public or private nuisance; emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; or creates unusual fire, explosive or other hazards.

(E) No portion of the Landholder Property may be leased, used or occupied as or for: a non-retail use; place of amusement or recreation; any restaurant deriving more than twenty percent (20%) of its annual gross sales from the sale of alcohol; bar or tavern (a bar or tavern being defined for purposes of this Agreement as an establishment offering the sale of alcoholic beverages for consumption on the premises where such sales are not incidental to the sale of food for on-premises consumption in a restaurant otherwise permitted hereunder); movie theater; barbeque or gas grill retail store; truck stop; adult bookstore; drug treatment or rehabilitation center; any business or facility selling, supplying, dispensing (which shall be deemed to include vending machines or other self-service facilities) or distributing marijuana or products or by-products derived therefrom, whether by prescription, medical recommendation or otherwise; automobile (or other motor vehicle or boat) dealership; body and fender shop; mini-storage or self-storage facility; gaming, wagering or betting parlor or facility or equipment of any kind; tattoo parlor or body piercing establishment; funeral parlor, mortuary or any business selling caskets and other funerary products; beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees and not to customers; hotel uses; pawn shop or any business offering cash for gold, silver and other valuables; payday loan or check cashing provider; surplus store; gun range; the sale of guns as a primary use; animal kennel; any state, local or

federal governmental facility, including, without limitation, department of motor vehicles and military recruiting facilities; any store selling electronic cigarettes or similar devices as its primary business; or any business whose primary purpose is the display of goods and merchandise that may be purchased via catalogue or an internet website and/or the distribution of goods and merchandise that have been purchased via catalogue or an internet website.

(F) No portion of the Landholder Property shall be used as a home improvement center or hardware store or for any business which sells, displays, leases, rents or distributes the following items or materials, individually or in any combination: lumber, hardware, tools, roofing materials, plumbing supplies, pool supplies, electrical supplies, paint, wallpaper and other wallcoverings, window treatments (including, without limitation, draperies, curtains and blinds), kitchens or bathrooms or components thereof (including, without limitation, tubs, sinks, faucets, mirrors, cabinets, showers, vanities, countertops and related hardware), doors, windows, hard and soft flooring (including, without limitation, tile, wood flooring, rugs and carpeting), siding, ceiling fans, lawn and gardening and garden nursery supplies, natural plants, equipment (including, without limitation, lawnmowers) and products, outdoor cooking equipment and accessories, patio furniture and patio accessories, Christmas trees (both live and artificial), indoor and outdoor lighting systems and light fixtures, cabinets, kitchen and other household appliances, cleaning supplies, closet organizing systems, interior design services, automotive parts, products and accessories, or other products generally sold in a retail home improvement center.

(G) Prior to constructing any buildings, exterior signage, or other exterior improvements on the Landholder Property, the Landholder Property Owner shall deliver to the HD Owner (or, if there be more than one (1) owner of the HD Property, then the owner of the largest area of the HD Property (the "**HD Property Approval Owner**")) a grading plan, utility plan, site plan, exterior building elevations, drainage plan, signage plan and landscape plan for the Landholder Property (collectively, the "**Plans**"). The Plans shall be subject to the prior approval by the HD Owner (or HD Property Approval Owner, if applicable), in such owner's sole and absolute discretion. The Plans shall be subject to the prior approval of any other necessary approving parties as set forth in a recorded instrument or otherwise. Notwithstanding the foregoing, the HD Owner's approval of the Plans is not required to the extent HD Owner previously approved the Plans in connection with Landholder's purchase of the Landholder Property from Home Depot. All construction on the Landholder Property shall be performed in compliance with the Plans approved by the HD Owner (or HD Property Approval Owner, if applicable) and all laws, rules, regulations, orders and ordinances of applicable governmental authorities. The Landholder Property Owner shall give the HD Owner (or HD Property Approval Owner, if applicable) at least thirty (30) days' prior written notice (the "**Work Notice**") of any construction, reconstruction, repair, maintenance or remodeling of any building or other improvements, including, without limitation, a construction schedule and the anticipated construction start date on the Landholder Property. The Work Notice shall include the name and contact information of the construction manager or other accountable construction person for the Landholder Property Owner or its general contractor, proposed dates for a pre-construction meeting with the Landholder Property Owner's general contractor which representatives of the HD Owner (or HD Property Approval Owner, if applicable) shall have the right to attend (and the Landholder Property Owner shall cooperate with the HD Owner to agree upon a mutually convenient date and time for such pre-construction meeting if the HD Owner (or HD Property Approval Owner, if applicable) elects to attend), a construction schedule for the work to be performed and a site plan designating an area on the Landholder Property to be used as a staging and storage area. Such pre-construction meeting is mandatory and shall be a condition precedent to any construction on the Landholder Property. No such work nor any stage or storage shall be performed or occur on the HD Property. The Landholder Property Owner shall be responsible for all work and improvements on the Landholder Property and the HD Property that is required as a result of the improvements on the Landholder Property, including, without limitation the paving and restriping of the parking areas and installation of landscaping areas. The provisions of this subsection (G) shall supersede any similar provision in the Master RAGE as between Landholder and HD Owner.

(H) The use, development and occupancy of the Property must comply with the terms of the Master RAGE.

3.2 Additional Restrictions Regarding Construction. In addition to the other restrictions contained in this Agreement, the Landholder Property shall be subject to the following additional restrictions, which shall be binding on Landholder Property Owner and each of its tenants, occupants, representatives, employees, agents, licensees and invitees:

(A) No construction performed by Landholder Property Owner shall: (i) interfere with the use, occupancy or enjoyment of any part of the HD Property (including, without limitation, customer and truck access, parking, loading, unloading, deliveries, outdoor sales or storage); or (ii) cause any building or other improvements located on the HD Property to be in violation of any law, rule, regulation, order or ordinance authorized by any city, county, state or federal government, or any department or agency thereof. No construction materials, signage, motor vehicle or equipment used in connection with the construction of improvements on the Landholder Property shall advertise or otherwise display or contain the name of any competitor of Home Depot (such as, by way of example, Lowe's, 84 Lumber, Ace Hardware or Orchard Supply Hardware).

(B) Landholder Property Owner shall be responsible for obtaining all necessary Storm Water Discharge Approvals (as hereinafter defined) in connection with any construction on the Landholder Property. All construction shall be performed in such a manner so as to be in compliance with the requirements of all applicable Environmental Permits and Approvals (as hereinafter defined), including, without limitation, Storm Water Discharge Laws (as hereinafter defined); and shall not cause or threaten to cause, or increase the severity or duration of, any instance of non-compliance by HD Owner with respect to the HD Property. For purposes hereof, "**Environmental Permits and Approvals**" shall mean all necessary approvals from applicable city, county, state or federal governmental or quasi-governmental authorities associated with soil erosion and sedimentation and construction storm water management and discharge, including all permits and plans related thereto required under the Storm Water Discharge Laws (including, without limitation, any NPDES (as hereinafter defined) permit required to authorize the discharge of construction storm water and any SWPPP (as hereinafter defined) required pursuant to any Storm Water Discharge Laws); the term "**Storm Water Discharge Laws**" shall mean the Federal Clean Water Act (33 U.S.C. § 1251 *et seq.*) and any state statute or regulation in reliance upon which the United States Environmental Protection Agency has authorized the state in which the Properties are located to operate a permitting program in lieu of federal implementation of the NPDES program in such state; the term "**NPDES**" shall mean the National Pollutant Discharge Elimination System as established under 33 U.S.C. § 1342; the term "**SWPPP**" shall mean any storm water pollution prevention plan required pursuant to any permits and approvals from any city, county, state or federal governmental or quasi-governmental authorities; the term "**Storm Water Discharge Approvals**" shall mean all approvals for the discharge of construction storm water pursuant to the Storm Water Discharge Laws.

(C) All work shall be performed as expeditiously as possible. In addition, Landholder Property Owner shall keep or cause to be kept the construction site and surrounding areas on the Landholder Property clean and free of construction materials, trash and debris, and shall take all appropriate precautions to protect against personal injury and property damage. With regard to excavation, and without limiting any other provision of this Agreement, no excavation shall be made on, and no sand, gravel, soil or other material shall be removed from, the Landholder Property, except in connection with the construction or alteration of a building or other improvements approved in the manner set forth in this Agreement, and upon completion of any such operations, exposed openings shall be backfilled and disturbed ground shall be graded, leveled and paved or landscaped in accordance with the Plans approved by HD Owner. Further, Landholder Property Owner shall undertake and implement or cause to be undertaken and implemented all dust control measures which may be required by applicable governmental regulations in order to prevent claims from or arising in connection with blowing dust. In the event any building or other improvements on the HD Property require cleaning (such as pressure

washing) as a result of blowing dust during any construction on the Landholder Property, Landholder Property Owner shall reimburse HD Owner for such costs within thirty (30) days after receipt of an invoice therefor.

(D) If a mechanic's or materialmen's lien is recorded against or becomes an encumbrance on the HD Property as a result of any construction work performed by or on behalf of any owner, tenant or occupant of the Landholder Property, Landholder Property Owner shall, within thirty (30) days of the recording of such lien, obtain by discharge, bond or otherwise, the release of any such lien as an encumbrance on the HD Property. Landholder Property Owner shall indemnify and hold HD Owner harmless against any such liens and from any and all expense and liability in connection therewith including, but not limited to, attorneys' fees and court costs resulting therefrom. If Landholder Property Owner fails to obtain the release of any such lien within said thirty (30) day period, HD Owner may, at its option, bond for and/or otherwise obtain the release of any such lien, in which event Landholder Property Owner shall, within ten (10) days of its receipt of a written request therefor, reimburse HD Owner for all costs and expenses incurred by HD Owner in obtaining such bond or release.

(E) Landholder Property Owner shall deliver to HD Owner an as-built survey showing all improvements and platting all title exceptions within thirty (30) days following Landholder Property Owner's completion of any improvements.

(F) IF ANY CONSTRUCTION ACTIVITIES PERFORMED BY OR ON BEHALF OF LANDHOLDER PROPERTY OWNER OR A LANDHOLDER PROPERTY OCCUPANT ADVERSELY IMPACTS BUSINESS ACTIVITIES ON THE HD PROPERTY IN ANY WAY, IN THE REASONABLE OPINION OF HD OWNER (TAKING INTO ACCOUNT THE NATURE OF THE BUSINESS ON THE HD PROPERTY AND ITS MANNER OF OPERATION WHICH LANDHOLDER PROPERTY OWNER AND LANDHOLDER PROPERTY OCCUPANTS ACKNOWLEDGE IS UNIQUE FROM THAT OF OTHER RETAILERS), INCLUDING, BUT NOT LIMITED TO (I) INTERRUPTING INGRESS AND EGRESS TO AND FROM THE HD PROPERTY, (II) DISRUPTING UTILITIES THAT SERVICE THE BUILDING AND COMMON AREAS ON THE HD PROPERTY, (III) PREVENTING VEHICLES FROM PARKING IN DESIGNATED PARKING AREAS ON THE HD PROPERTY, (IV) INTERFERING WITH OR PREVENTING DELIVERIES OF GOODS AND MERCHANDISE TO THE HD PROPERTY OR CUSTOMER PICK-UP SERVICES; OR (V) INTERFERING WITH CUSTOMERS' REASONABLE ABILITY TO ENTER THE BUILDING ON THE HD PROPERTY, LANDHOLDER WILL BE IN DEFAULT OF THIS AGREEMENT (ANY OF ITEMS IDENTIFIED IN (I) - (V) BEING A "DEFAULT"). ANY SUCH DEFAULT SHALL CAUSE HD OWNER IRREPARABLE HARM. LANDHOLDER PROPERTY OWNER AND HD OWNER AGREE THAT IT WOULD BE IMPRACTICAL, OR EXTREMELY DIFFICULT, TO ESTABLISH DAMAGES TO HD OWNER BY REASON OF A DEFAULT IN CONNECTION WITH THIS SUBSECTION (G). ACCORDINGLY, IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT WITH RESPECT TO THIS SUBSECTION (G) THAT CONTINUES BEYOND ONE (1) BUSINESS DAY AFTER HD OWNER PROVIDES LANDHOLDER PROPERTY OWNER WITH WRITTEN NOTICE OF SUCH DEFAULT (THE "CURE PERIOD"), HD OWNER'S REMEDY SHALL BE TO BE PAID "LIQUIDATED DAMAGES" EQUAL TO THE SUM OF TEN THOUSAND DOLLARS (\$10,000.00) FOR EACH TWENTY FOUR (24) HOUR PERIOD THAT SUCH DEFAULT CONTINUES. SUCH WRITTEN NOTICE FROM HD OWNER TO LANDHOLDER PROPERTY OWNER WILL SPECIFY IN REASONABLE DETAIL THE ADVERSE EFFECT AND, IN ADDITION TO BEING DELIVERED IN ACCORDANCE WITH THE NOTICE REQUIREMENTS OF SECTION 4.6 BELOW, MAY ALSO BE TRANSMITTED BY E-MAIL TO THE RECIPIENTS IDENTIFIED BY LANDHOLDER PROPERTY OWNER DURING THE PRE-CONSTRUCTION MEETING DESCRIBED IN SECTION 3.1(H) ABOVE (IF ANY). IF LANDHOLDER PROPERTY OWNER FAILS TO CURE THE DEFAULT DURING THE CURE PERIOD, THEN, IN ADDITION TO, AND WITHOUT REDUCING, THE LIQUIDATED DAMAGES OWING FROM LANDHOLDER PROPERTY OWNER TO HD OWNER FROM THE DEFAULT, HD OWNER RESERVES THE RIGHT TO TAKE SUCH STEPS AS HD OWNER DETERMINES IN ITS REASONABLE DISCRETION ARE NECESSARY TO REMEDIATE AND/OR TERMINATE THE INTERFERENCE OR VIOLATION, AS PROVIDED IN SECTION 3.2(H) BELOW. LANDHOLDER PROPERTY OWNER SHALL

INDEMNIFY HD OWNER AGAINST ANY ALL CLAIMS BROUGHT BY THIRD PARTIES FOR ANY DAMAGES SUSTAINED AS A RESULT OF HD OWNER'S EXERCISE OF ITS REMEDIES UNDER THIS SUBSECTION (G). LANDHOLDER PROPERTY OWNER SHALL PAY THE LIQUIDATED DAMAGES TO HD OWNER WITHIN TEN (10) DAYS OF WRITTEN NOTICE THEREFOR.

(G) If Landholder Property Owner performs any work on the HD Property that is defective or requires repairs or is constructed by poor workmanship, and Landholder Property Owner fails to repair such work within ten (10) days after HD Owner provides written notice thereof to Landholder Property Owner, HD Owner may repair such work, and (i) HD Owner may draw on the letter of credit in Section 3.2(l) below to reimburse HD Owner for making such repair work or (ii) if there is no such letter of credit, Landholder Property Owner shall reimburse HD Owner within ten (10) days after HD Owner provides a written invoice thereof together with reasonable back up documentation to Landholder Property Owner.

(H) TO ASSURE HD OWNER THAT SUFFICIENT FUNDS SHALL BE AVAILABLE TO PAY SUCH LIQUIDATED DAMAGES TO HD OWNER UNDER THE TERMS OF THIS AGREEMENT AND THE POTENTIAL REPAIR WORK UNDER SECTION 3.2(F) ABOVE, PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ON THE LANDHOLDER PROPERTY, LANDHOLDER PROPERTY OWNER SHALL DELIVER TO HD OWNER AN IRREVOCABLE LETTER OF CREDIT, IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO HD OWNER, DRAWN UPON A FINANCIAL INSTITUTION REASONABLY ACCEPTABLE TO HD OWNER, IN AN AMOUNT EQUAL TO TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00). THE LETTER OF CREDIT SHALL DESIGNATE HD OWNER AS THE SOLE BENEFICIARY, HAVE A TERM OF AT LEAST ONE (1) YEAR AND PROVIDE THAT IT MAY BE DRAWN UPON BY PRESENTMENT, ACCOMPANIED BY A CERTIFICATE SIGNED BY HD OWNER STATING THAT LANDHOLDER PROPERTY OWNER HAS FAILED TO PAY WHEN DUE ALL OR A PART OF ANY SUMS OWED BY LANDHOLDER TO HD OWNER PURSUANT TO SECTION 3.2(F) OR SECTION 3.2(G). UPON THE FAILURE TO PAY IN ACCORDANCE WITH SECTION 3.2(F) OR SECTION 3.2(G), HD OWNER SHALL BE ENTITLED TO DRAW ON THE LETTER OF CREDIT AND IN SUCH EVENT, THE PROCEEDS SHALL BE RETAINED BY HD OWNER AND USED TO SATISFY LANDHOLDER PROPERTY OWNER'S OBLIGATIONS HEREUNDER. LANDHOLDER PROPERTY OWNER SHALL CAUSE THE LETTER OF CREDIT TO BE POSTED UNTIL LANDHOLDER PROPERTY OWNER HAS FULLY COMPLETED ITS CONSTRUCTION HEREUNDER. IF HD OWNER IS OWED A SUM IN EXCESS OF THE LETTER OF CREDIT, LANDHOLDER PROPERTY OWNER SHALL IMMEDIATELY PAY TO HD OWNER SUCH DEFICIENCY WITHIN TEN (10) DAYS OF DEMAND THEREFOR. NOTWITHSTANDING THE PROVISIONS OF SECTIONS 3.2 HEREOF, IF LANDHOLDER PROPERTY OWNER FAILS TO PAY SUCH DEFICIENCY, THEN HD OWNER MAY RECORD A LIEN AGAINST THE LANDHOLDER PROPERTY.

3.3 Security Services for the Landholder Property. Landholder Property Owner acknowledges and agrees that HD Owner shall have no responsibility or obligation whatsoever to provide any security or crime prevention services for the benefit of the Landholder Property and Landholder Property Owner hereby releases and agrees to hold harmless HD Owner from and against any and all liability or loss to Landholder Property Owner, its tenants, agents, representatives, invitees, customers, guests or licensees arising out of or in any way connected with any trespass, criminal activity, damage or injury to persons or property at the Landholder Property or the HD Property. Landholder Property Owner shall, at its sole cost and expense, maintain at the Landholder Property security services comparable as to coverage, control and responsiveness to that which would be obtained by prudent owners or operators of like enterprises in the general locale of the Landholder Property.

3.4 No Obligation to Operate; Construction by HD Owner. This Agreement is not intended to, and does not create or impose, any obligation on HD Owner or any tenant or occupant of the HD Property, to operate, continuously operate, or cause to be operated, a business or any particular business on the HD Property. Nothing in this Agreement shall limit the right of HD Owner to alter or

reconfigure all or any portion of the HD Property or to construct such additional improvements as HD Owner deems necessary or desirable.

ARTICLE IV – MISCELLANEOUS PROVISIONS

4.1. Time of the Essence. Time is of the essence with respect to this Agreement.

4.2. Amendment. Except to the extent otherwise set forth herein, only upon the written consent of the Landholder Property Owner and the HD Owner may this Agreement be amended, modified or terminated.

4.3 Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent, and the breach of any covenant by any Party shall not release or discharge such Party from its obligations hereunder. No delay or omission by any Party to exercise its rights accruing upon any noncompliance or failure of performance by any Party shall impair any such right or be construed to be a waiver thereof. A waiver by any Party hereto of any of the covenants, conditions or agreements to be performed by any other Party shall not be construed to be a waiver of any succeeding breach or of any other covenants, conditions or agreements contained herein.

4.4 Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

4.5 Binding Effect; Appurtenance. This Agreement shall be binding upon and inure to the benefit of Landholder Property Owner and HD Owner and their respective successors and assigns, including successors in title, with respect to the Landholder Property and the HD Property. Notwithstanding the foregoing, each Party shall be responsible only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Agreement that accrue during the period of time during which such Party holds fee simple title to the Properties or portion thereof. Upon conveyance of the Properties or a portion thereof, the Party making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such Property, or portion thereof conveyed, and the successor Party shall become obligated hereunder for all matters arising from and after the date of conveyance. The rights and privileges granted and conveyed hereunder shall exist for the benefit of, and be a burden upon, the HD Property and the Landholder Property and shall run with title to, and be appurtenant to such Properties.

4.6 Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, facsimile (provided that a copy thereof shall be sent concurrently to the intended recipient by one of the other methods provided herein), or United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Landholder Property Owner:

B & S Investments LLC and Dutch Yakuza, LLC
1980 South Meridian Road, Suite 140
Meridian, ID 83642
Attention: Travis Stroud

If to HD Owner:

HD Development of Maryland, Inc.
c/o Home Depot U.S.A., Inc.
2455 Paces Ferry Road, C-19
Atlanta, GA 30339
Attn: Property Management
Layton, Utah (Store No. 8583)

or to such other address as any Party may from time to time designate by notice in writing to the other Party. Any such notice, request, demand or communication shall be deemed to have been given on the date of mailing. The refusal to accept delivery by any Party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

4.7 Remedies. In the event a Party fails to perform the maintenance, repair or other work required by this Agreement, or fails to perform the work in accordance with the requirements of this Agreement, or otherwise breaches the terms of this Agreement, the non-defaulting Party may notify the defaulting Party and shall specify the deficiencies in the work or the breach. If such deficiencies are not corrected, or the breach not cured, within thirty (30) days after receipt of such notice, then such non-defaulting Party shall have the right to correct such deficiencies or perform the work (even if such work must be undertaken on the defaulting Party's Property) or cure the breach, and recover all actual costs and expenses related thereto from the defaulting Party. If the correction of such deficiencies or the effecting of such cure cannot reasonably be accomplished in thirty (30) days, the non-defaulting Party shall not have the right to correct such deficiencies or perform the work or cure the breach if the defaulting Party commences the correction of the deficiencies, the performance of the work, or the curing of such breach within the thirty (30) day period following receipt of the notice and diligently pursues same to completion. Notwithstanding the foregoing, in the event that the failure to perform the work, or failure to perform the work in the manner required in this Agreement, or the breach of this Agreement, creates an imminent danger of damage to persons or properties, or jeopardizes the continuance of business operations on the HD Property or the Landholder Property, no notice shall be required prior to the non-defaulting Party commencing such work or commencing a cure. Any monetary amounts due and payable to the non-defaulting Party pursuant to this Agreement shall be paid within thirty (30) days from the date the defaulting Party is notified of the amounts due. The failure to pay any amounts due pursuant to this Agreement shall not entitle such non-defaulting Party to file a lien or claim of lien against the Property owned by the defaulting Party.

4.8 Injunctive Relief. In the event of a breach by any owner of any obligation of this Agreement, the other owner(s) shall be entitled to obtain an injunction specifically enforcing the performance of such obligation. The owners hereby acknowledge the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach, and/or to relief by other available legal and equitable remedies from the consequences of such breach. Any action taken or document executed in violation of this Agreement shall be void and may be set aside upon the petition of the other owner(s) of the Properties. In such event, each Party shall be responsible for any costs and expenses of any such proceeding.

4.9 Remedies Cumulative. In addition to the remedies set forth in this Agreement, each Party shall be entitled to exercise all other remedies provided by law or in equity to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to any Party shall exclude any other remedy herein, by law or in equity, but each shall be cumulative.

4.10 Covenants Run With the Land. All the covenants, conditions, restrictions, terms and provisions hereof are and shall be deemed to be covenants running with the Properties and shall burden and benefit the Properties and, with respect to such Properties, each Party, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any such Property, any purchaser

at a foreclosure sale, any other person or entity acquiring any right, title or interest in such Property and their respective heirs, executors, administrators, representatives, successors and assigns.

4.11 Responsibility. Notwithstanding anything to the contrary contained in this instrument, each party to this Agreement shall be liable and responsible for the obligations, covenants, agreements and responsibilities created by this Agreement and for any judgment rendered hereon only to the extent of its respective interest in the land and improvements on its Property.

4.12 Continuation Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall entitle any Party hereto to cancel, rescind or otherwise terminate this Agreement. Such limitation, however, shall not affect in any manner any other rights or remedies which such Party may have hereunder by reason of such breach.

4.13 Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement between the Parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and exhibits hereto.

4.14 Construction. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party hereto.

4.15 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah, without regard to conflicts laws or choice of law rules thereof.

4.16 Estoppel Certificates. Upon the request of any Party, the other Party shall issue to any Party designated by the requesting Party an appropriate certificate certifying whether the Party to whom the request is made knows of any default under this Agreement or of any assignment, modification or amendment to this Agreement (and the nature and extent of any such default or other known matter) and whether, to that Party's knowledge, this Agreement is in full force and effect. The certificate may be relied upon by a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary and shall constitute a waiver of any claim by the certifying Party based upon facts contrary to the certificate of which that Party had knowledge at the time of making the certificate. The certificate shall not subject the Party furnishing the certificate to any liability for any inaccurate statement which such Party in good faith believed was correct when made or any obligation to correct or disclose any change in the information certified.

4.17 Hazardous Materials.

(A) Landholder Property Owner agrees to (i) comply with all governmental laws, rules or regulations related to the use, storage, treatment, transportation, removal or disposal of Hazardous Materials (as hereinafter defined); (ii) give notice to HD Owner immediately upon Landholder Property Owner acquiring knowledge of the Hazardous Materials Contamination (as hereinafter defined) with a full description thereof; and (iii) promptly comply, at Landholder Property Owner's sole cost and expense, with the requirements of any governmental laws, rules or regulations requiring the removal, treatment or disposal of such Hazardous Materials or Hazardous Materials Contamination and provide HD Owner with satisfactory evidence of such compliance. HD Owner agrees to (A) comply with all governmental laws, rules or regulations related to the use, storage, treatment, transportation, removal or disposal of Hazardous Materials (as hereinafter defined); (B) to give notice to Landholder Property Owner immediately upon HD Owner acquiring knowledge of the Hazardous Materials Contamination (as hereinafter defined) with a full description thereof (but only to the extent the Hazardous Materials Contamination affects the Landholder Property); and (C) promptly comply, at HD Owner's sole cost and expense, with the requirements of any governmental laws, rules or regulations requiring the removal, treatment or disposal of such Hazardous Materials or Hazardous Materials Contamination and provide

Landholder Property Owner with satisfactory evidence of such compliance (only to the extent the Hazardous Materials Contamination affects the Landholder Property).

(B) Landholder Property Owner shall defend, indemnify and hold HD Owner harmless from and against any and all liabilities (including strict liability), suits, actions, claims, demands, penalties, damages (including, without limitation, interest, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants' fees, investigation and laboratory fees, reasonable attorneys' fees and remedial costs) (the foregoing are hereinafter collectively referred to as "**Liabilities**") which may now or in the future be incurred or suffered by HD Owner by reason of, resulting from, in connection with, or arising in any manner whatsoever out of the breach of any covenant of Landholder Property Owner contained in or referred to in this Section 4.17 or which may be asserted as a direct or indirect result of the presence on or under, or escape, seepage, leakage, spillage, discharge, emission or release from the Landholder Property of any Hazardous Materials or any Hazardous Materials Contamination or arise out of or result from the environmental condition of the Landholder Property, whether or not occasioned wholly or in part by any condition, accident or event caused by an act or omission of Landholder Property Owner or any tenants, occupants or invitees of the Landholder Property. HD Owner shall defend, indemnify and hold Landholder Property Owner harmless from and against any and all Liabilities which may now or in the future be incurred or suffered by Landholder Property Owner by reason of, resulting from, in connection with, or arising in any manner whatsoever out of the breach of any covenant of HD Owner contained in or referred to in this Section 4.17 or which may be asserted as a direct or indirect result of the presence on or under, or escape, seepage, leakage, spillage, discharge, emission or release from the HD Property of any Hazardous Materials or any Hazardous Materials Contamination or arise out of or result from the environmental condition of the HD Property, whether or not occasioned wholly or in part by any condition, accident or event caused by an act or omission of HD Owner or any tenants, occupants or invitees of the HD Property; provided, however, notwithstanding the foregoing, in no event shall HD Owner be required to defend, indemnify or hold Landholder Property Owner harmless as a result of any Hazardous Materials present on the Landholder Property or the HD Property prior to the Effective Date.

(C) The term "**Hazardous Materials**" shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under any applicable federal, state or local laws and the regulations promulgated thereunder as (i) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. section 9601(14) or the Federal Water Pollution Control Act, 33 U.S.C., section 1321(14), as now or hereafter amended; (ii) a "hazardous waste" pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C., sections 6902(5), 6921, as now or hereafter amended; (iii) toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C., section 1317(a)(1), as now or hereafter amended; (iv) a "hazardous air pollutant" under section 112 of the Clean Air Act, 42 U.S.C., section 7412(a)(6), as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C., section 5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws, or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under any other applicable federal, state or local laws, ordinances or regulations, as now existing or as may be passed or promulgated in the future. Hazardous Materials shall also mean any substance that after release into the environment or upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes, but it not limited to, asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum based derivatives and urea formaldehyde.

(D) The term "**Hazardous Materials Contamination**" shall mean the contamination (whether presently existing or hereafter occurring) of the Landholder Property or the HD Property

(including, without limitation, the buildings, facilities, soil, ground water, air or other elements in, on or under any of them) which arise out of any handling, release or remediation of Hazardous Materials in, on, under or from the Landholder Property.

4.18 Mortgage Subordination. Any mortgage, deed to secure debt or deed of trust affecting any portion of the Properties shall at all times be subject and subordinate to the terms of this Agreement, except to the extent expressly otherwise provided herein, and any party foreclosing any such mortgage, deed to secure debt or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Agreement. Each Party represents and warrants to the other Party that there is no presently existing mortgage or deed of trust lien on its Property, other than mortgage, deed to secure debt or deed of trust liens that are expressly subordinate to this Agreement (subject to Landholder's rights to purchase the HD Outparcel with debt, including a deed of trust, which lender will subordinate to this Agreement to Home Depot's reasonable satisfaction).

4.19 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

4.20 Conflict with Master RAGE. If there is any conflict between this Agreement and the Master RAGE with respect to any restrictions imposed on the Landholder Property and/or the HD Property, the more restrictive restriction shall apply.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

LANDHOLDER:

B & S INVESTMENTS LLC,
an Idaho limited liability company

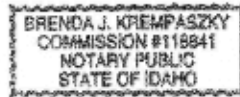
By: *T S S D*
Travis Stroud, Member

STATE OF Idaho
COUNTY OF Ada

The foregoing instrument was acknowledged before me this 23rd day of July, 2021, by Travis Stroud, Member of B & S Investments LLC, an Idaho limited liability company.

My Commission Expires:

6/6/25



Brenda Krempaszy
Notary Public
Residing at: Boise ID

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LANDHOLDER:

DUTCH YAKUZA, LLC,
an Idaho limited liability company

By: EA
Name: Brian Wight
Title: owner/manager

STATE OF Idaho

COUNTY OF Ada

The foregoing instrument was acknowledged before me this 20th day of July, 2021, by Brian Wight, the owner/manager of Dutch Yakuza, LLC, an Idaho limited liability company.

My Commission Expires:

9.27.2022

Anne C. Kunkel
Notary Public
Residing at: Boise ID

ANNE C. KUNKEL
NOTARY PUBLIC #38510
STATE OF IDAHO

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

HOME DEPOT:

HOME DEPOT U.S.A., INC.,
a Delaware corporation

By: Suzanne Russo
Name: Suzanne Russo
Title: Assistant General Counsel

STATE OF GEORGIA

COUNTY OF COBB

The foregoing instrument was acknowledged before me this 23rd day of July, 2021, by Suzanne Russo, the Asst. General Counsel of Home Depot U.S.A., Inc., a Delaware corporation.

My Commission Expires:

March 06, 2023

Ivelisse Guadalupe
Notary Public
Residing at: Atlanta, GA

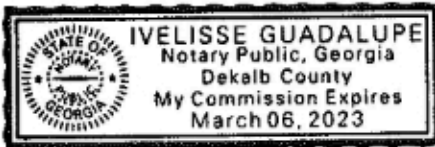


EXHIBIT "A-1"

LEGAL DESCRIPTION OF LANDHOLDER PROPERTY

The Land is described as follows: Real property in the County of Davis, State of Utah, described as follows:

PARCEL 1:

LOT 102, BARLOW RETAIL SUBDIVISION LOT 1 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JULY 13, 2021 AS ENTRY NO. 3399119 IN BOOK 7800 OF PLATS AT PAGE 208 ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

PARCEL 2:

THE BENEFICIAL, NON-EXCLUSIVE RIGHTS FOR INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC AS DISCLOSED IN RESTRICTION AGREEMENT AND GRANT OF EASEMENTS RECORDED NOVEMBER 15, 2005 AS ENTRY NO. 2122537 IN BOOK 3912 AT PAGE 216 OF OFFICIAL RECORDS; AS AFFECTED BY AMENDMENT RECORDED SEPTEMBER 10, 2007 AS ENTRY NO. 2304631 IN BOOK 4363 AT PAGE 496L AS FURTHER AFFECTED BY SECOND AMENDMENT TO RESTRICTION AGREEMENT AND GRANT OF EASEMENTS DATED MAY 14, 2021, RECORDED JUNE 18, 2021 AS ENTRY NO. 3392389 AT PAGE 193 OF OFFICIAL RECORDS.

EXHIBIT "A-2"

DEPICTION OF LANDHOLDER PROPERTY

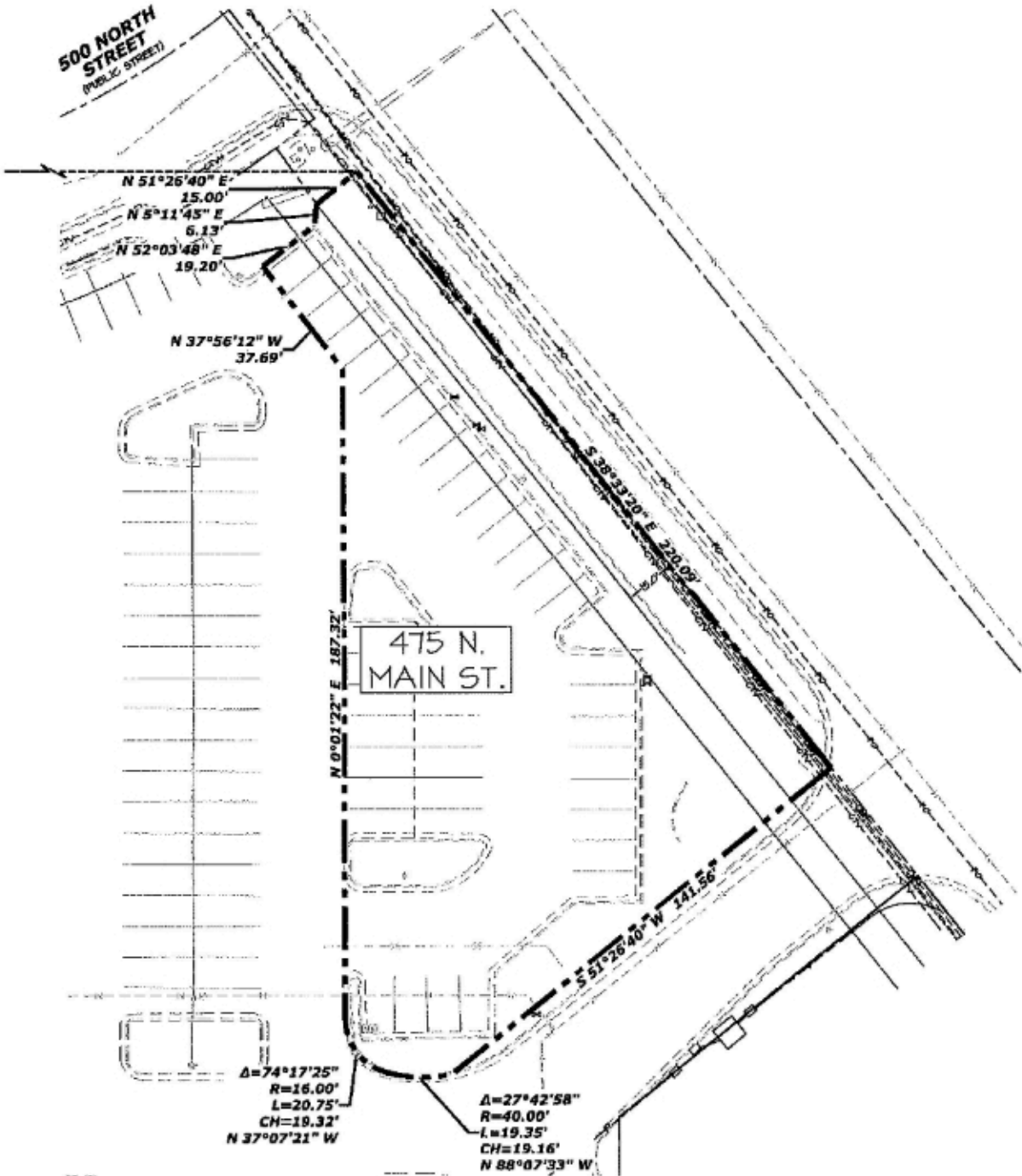


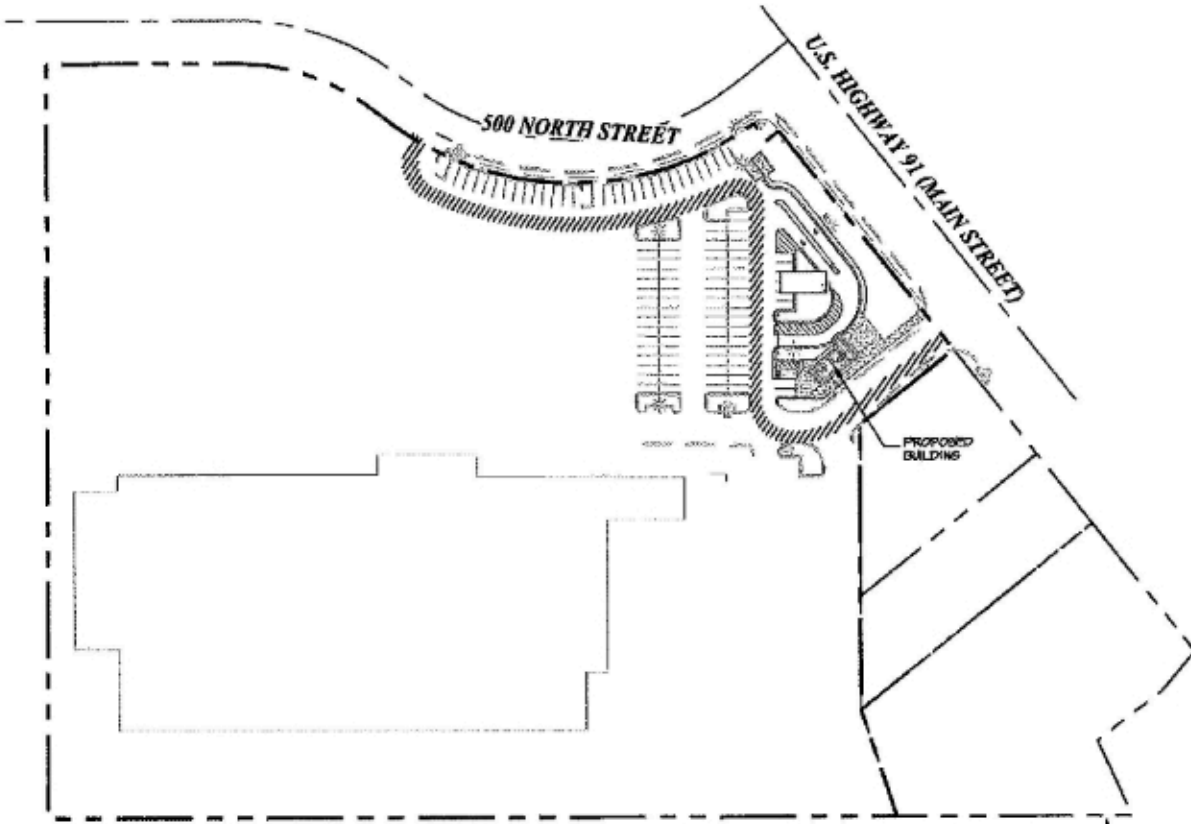
EXHIBIT "B"

LEGAL DESCRIPTION OF HD PROPERTY

The Land is described as follows: Real property in the County of Davis, State of Utah, described as follows:

LOT 101, BARLOW RETAIL SUBDIVISION LOT 1 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JULY 13, 2021 AS ENTRY NO. 3399119 IN BOOK 7800 OF PLATS AT PAGE 208 ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

EXHIBIT "C"
PERMITTED TRUCK ROUTE



LEGEND
NOT ALL ITEMS IN THE LEGEND MAY BE APPLICABLE

	BOUNDARY LINE
	TRUCK DELIVERY ROUTE
	EXISTING CURB & GUTTER
	NEW CURB

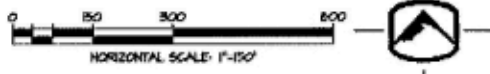
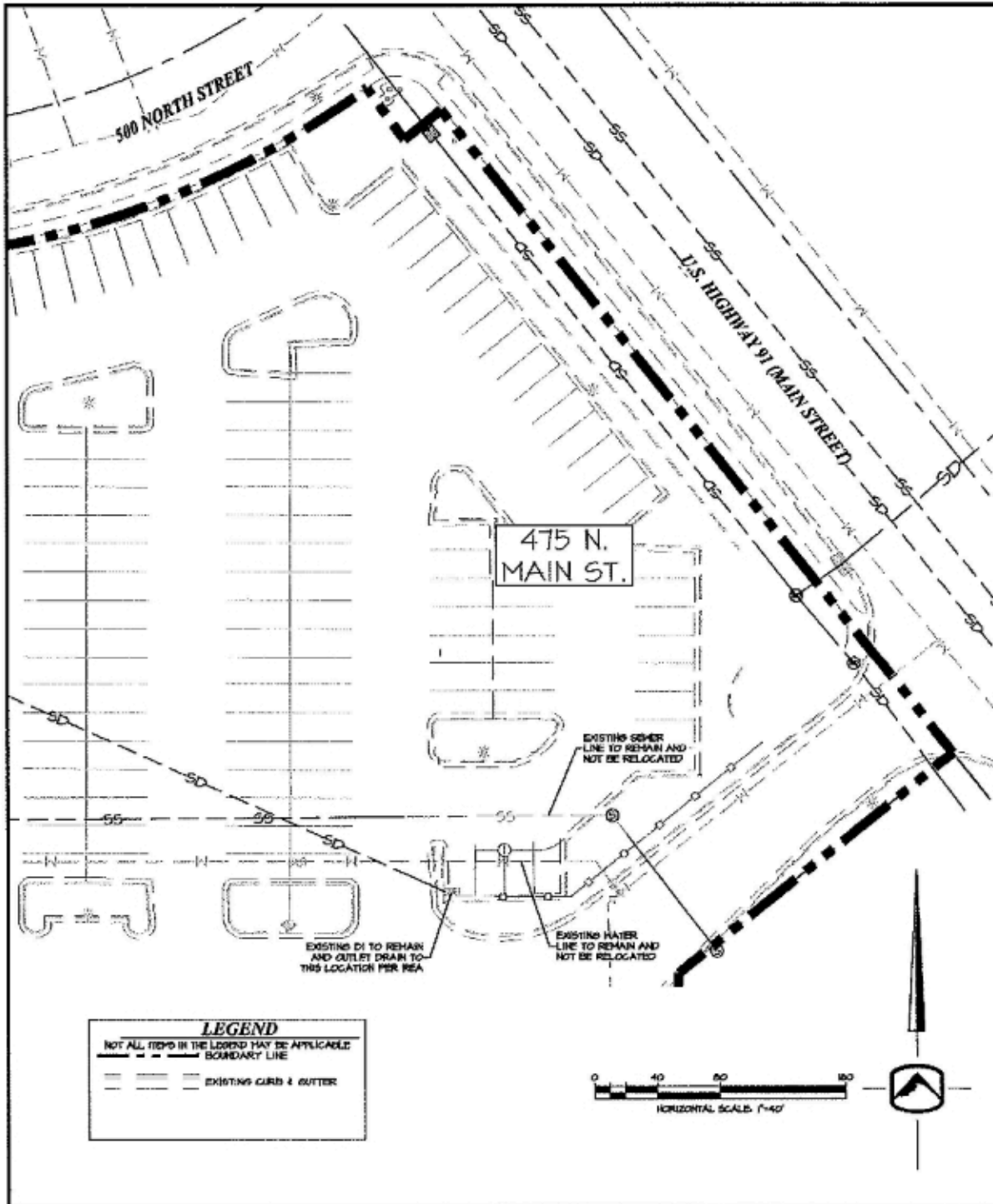


EXHIBIT "D"
EXISTING DRAINAGE FACILITY
[ATTACHED]



SILVERPEAK
ENGINEERING



177 E. ANTELOPE DR. STE. B
LAYTON, UT 84041
PHONE: (801) 499-5054

DUTCH BROTHERS
APPROX. 499 NORTH MAIN STREET
LAYTON, UTAH

EXISTING UTILITIES
FACILITY

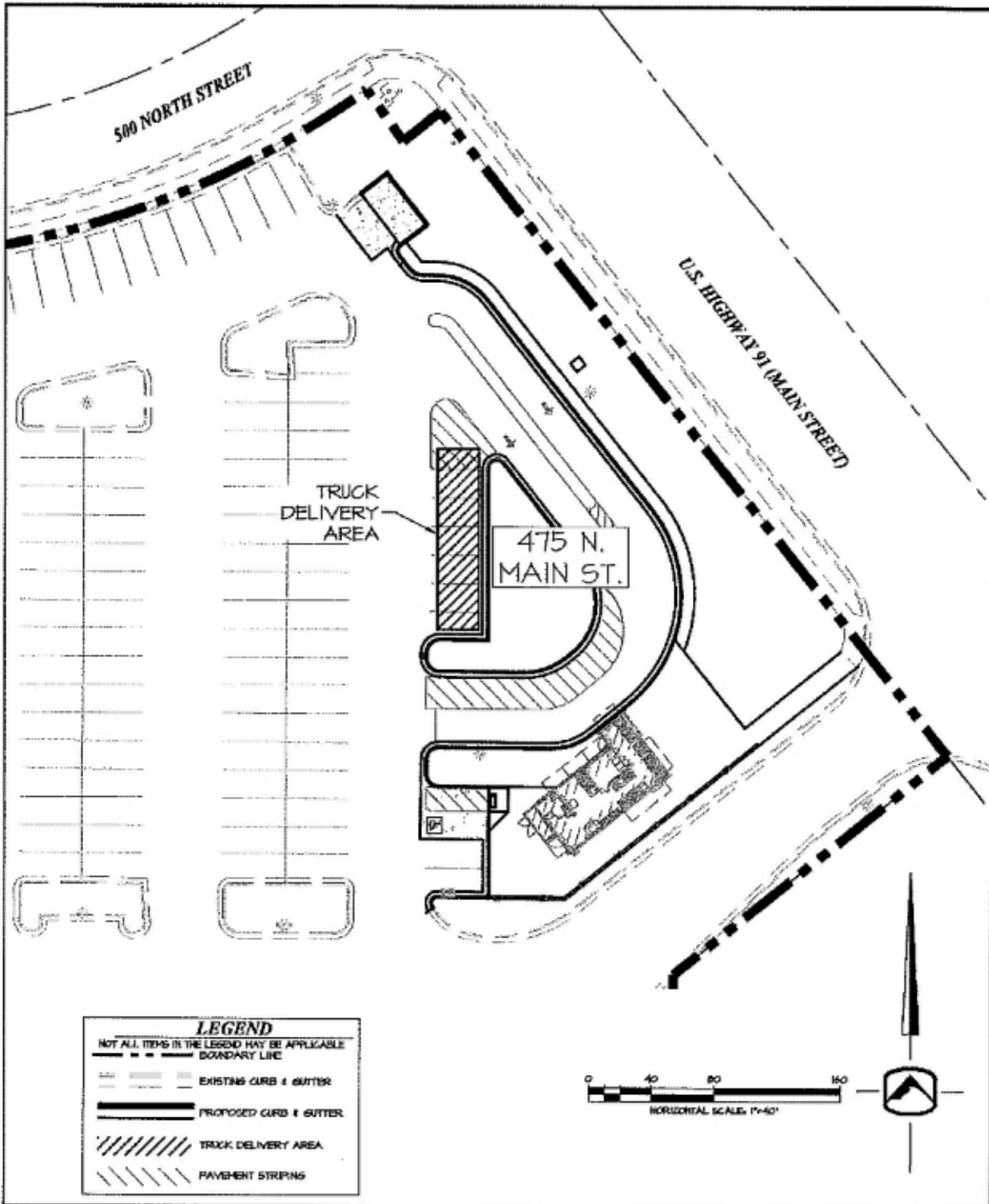
DATE: 08/11/2021
PROJECT: 20-231
DRAWN BY: CGR

STRUCTURAL CIVIL SURVEY WWW.SILVERPEAKENG.COM

EXHIBIT "E"

DELIVERY AREA DURING PROHIBITED HOURS

[ATTACHED]



<p>177 E. ANTELOPE DR. STE. B LAYTON, UT 84041 PHONE: (801) 499-5054 WWW.SILVERPEAKENG.COM</p>	<p>DUTCH BROTHERS APPROX. 499 NORTH MAIN STREET LAYTON, UTAH</p>	<p>TRUCK DELIVERY AREA</p>
		<p>DATE: 06/23/2021 PROJECT: 20-231 DRAWN BY: CGR</p>
<p>STRUCTURAL CIVIL SURVEY</p>		