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7/5/2011 3:34:00 PM \$21.00  
Book - 9934 Pg - 8565-8568  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 4 P.

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**  
Bryan B. Todd, Esq.  
358 So. Rio Grande, Suite 200  
Salt Lake City, Utah 84101

**SUPPLEMENTAL RESTRICTIVE COVENANT AND EASEMENT**

**THIS SUPPLEMENTAL RESTRICTIVE COVENANT AND EASEMENT** is made by **AMSOURCE Highbury, LLC**, a Utah limited liability company ("**Declarant**"), who hereby declares as follows regarding the real property located in Salt Lake County, Utah, which is more particularly described as follows (the "**Property**"):

Lots 5a, 5b, 5c, 5d, 5e and 5f, Highbury Shoppes Subdivision Amending Lot 5 of Highbury Commons to Create Lots 5a, 5b, 5c, 5d, 5e and 5f, as recorded in the office of the Salt Lake County, Utah Public Recorder.

14-25-101-006  
14-25-101-005-004  
003  
007

1. At no time shall any portion of the above-referenced Lots 5d and/or 5e (the "**King Chow Lots**") be used for the principal business of an Asian, Chinese or Japanese buffet style restaurant. However, the operation of a buffet style restaurant on the King Chow Lots that includes Asian, Chinese or Japanese buffet style food as a non-principal portion of its food shall be permitted. In furtherance of such restriction, reference is made to the Floor Plan attached hereto as **Exhibit 1**. Illustrated thereon is a cross-hatched serving area. In no event shall a greater percentage of any serving area than that indicated thereon as "**CHINESE STYLE**" be used to serve Asian, Chinese or Japanese buffet style food in any restaurant on the King Chow Lots.

2. Declarant hereby creates for the benefit of the King Chow Lots a perpetual, non-exclusive, non-assignable easement over the above-referenced Lot 5f for the placement, use and reasonable access to a trash dumpster (the "**Dumpster**") in the location shown on **Exhibit 2** hereto, provided that: (a) the design, size, and specifications of the Dumpster shall be subject to Declarant's prior written reasonable approval; (b) the Dumpster shall be emptied as reasonably necessary and no less often than weekly; (c) the Owner of the King Chow Lots shall cause the Dumpster to be kept sightly, in good condition and repair and free of objectionable odors and vermin. Declarant shall have the right to relocate this easement as it may deem necessary in connection with any further development or re-development of the Property, as long as a reasonable substitute location is provided. This easement shall run with and benefit the King Chow Lots, and shall run with and burden the above-referenced Lot 5f. Declarant's rights hereunder shall inure to the benefit of its successors and assigns.

3. The following provisions shall apply to the above-referenced Lot 5e:

- a. in no event shall any portion of said Lot be used at any time for a restaurant; and
- b. the building to be located on said Lot shall be at least seventy feet (70') wide along

5600 West, similar to the building currently located on the above-referenced Lot 5f.

4. In the event of any legal action in regard hereto, the non-prevailing party shall pay the prevailing party's reasonable costs, including attorneys' fees.

5. All parties exercising easement rights hereunder shall indemnify and hold Declarant and its related parties and agents harmless from all claims, damages, suits, costs, liabilities and causes of action, including attorney fees, that may result from or be related in any way to the exercise of such rights.

**AMSOURCE Highbury, LLC**, a Utah limited liability company, by its Manager, Amsource Development Inc., a Utah corporation

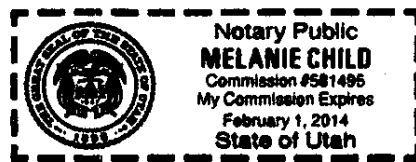
By: David R. Gaskill  
David R. Gaskill, President

By: Bryan B. Todd  
Bryan B. Todd, Vice President

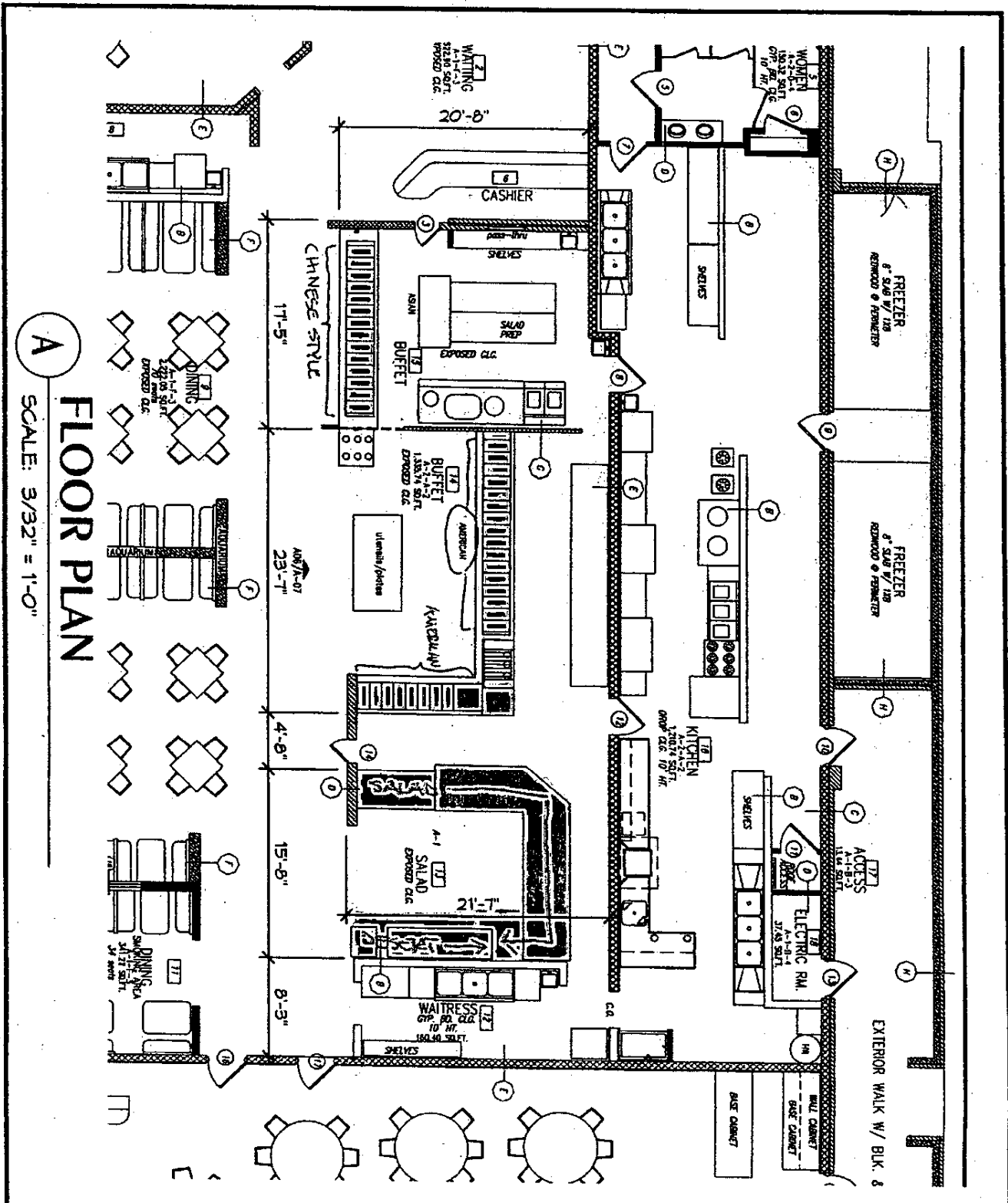
STATE OF UTAH )  
 ) :ss  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me on July 5, 2011 by David R. Gaskill and Bryan B. Todd in the capacities indicated.

Notary Public: Melanie Child



*[Handwritten initials]* *[Handwritten signature]*




**A**  
**FLOOR PLAN**  
 SCALE: 3/32" = 1'-0"

**BUFFET PLAN**  
 PROJECT #: 09-222.01  
 DRAWING REFERENCE:  
 DATE: 08.09.20

**CHOW TIME**  
**WEST VALLEY, UTAH**

THE RICHARDSON DESIGN PARTNERSHIP, LLC.

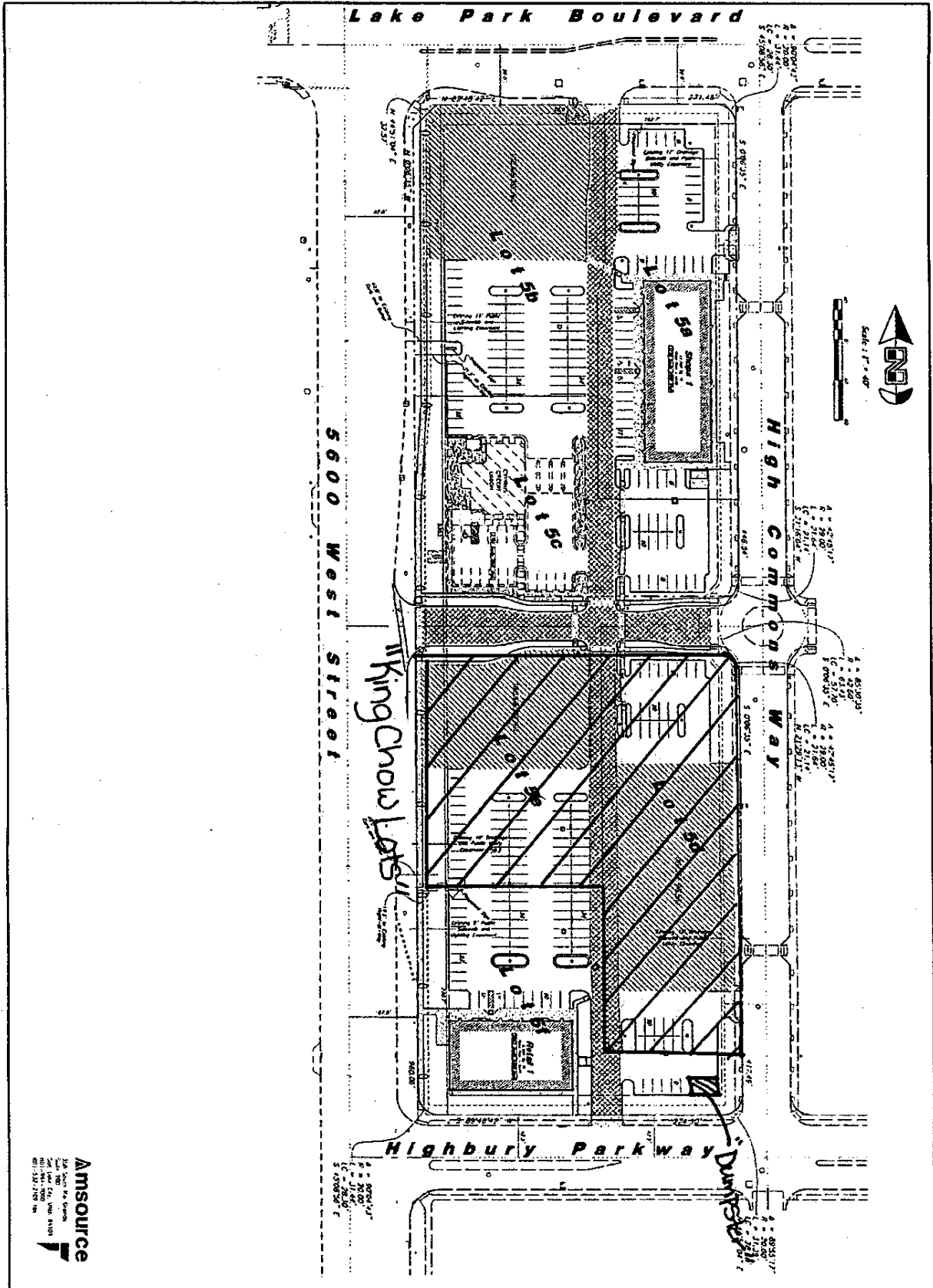


1000 W. 1000 S. SUITE 100  
 WEST VALLEY, UT 84113  
 TEL: 765-222-1111  
 FAX: 765-222-1112  
 WWW.RICHARDSONDESIGN.COM

**EXHIBIT 1**

*[Handwritten signature]*

*[Handwritten signature]*



**Amsource**  
 254 South 9th Street  
 Salt Lake City, Utah 84111  
 (801) 521-2100  
 (801) 521-2101

**C10**



Sign Location Plan  
**Highbury Shoppes**  
 5600 West Street, Salt Lake City, Utah 84111

**GREAT BASIN ENGINEERING - SOUTH**  
 CONSULTING ENGINEERS AND LAND SURVEYORS  
 2310 North Redwood Park, P.O. Box 18747  
 Salt Lake City, Utah 84116

NO.	DATE	DESCRIPTION
1	12/12/08	PRELIMINARY SIGN LOCATION PLAN
2	12/12/08	REVISED SIGN LOCATION PLAN
3	12/12/08	FINAL SIGN LOCATION PLAN

**EXHIBIT 2**

*Handwritten signature/initials*

