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**DECLARATION AND ESTABLISHMENT OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF
EASEMENTS**

In Reference to Tax ID Number(s):

27-12-402-033

27-12-402.035

27-12-402.034

**DECLARATION AND ESTABLISHMENT OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS AND GRANT OF EASEMENTS**

This Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements (this “**Declaration**”) is made effective as of November 16th, 2016, by **MOUNTAIN AMERICA FEDERAL CREDIT UNION**, (together with its successors and/or assigns, “**Office Owner**”), and **SANDY CITY, UTAH**, a municipal corporation (together with its successors and/or assigns, the “**City**”), with a limited joinder by **HALE CENTRE THEATRE**, a Utah nonprofit corporation (together with its successors and assigns, “**HCT**”).

RECITALS

A. Office Owner is the owner of a parcel of real property located in Sandy City, Utah, and which is more particularly described on Exhibit A attached hereto and made a part hereof (the “**Office Parcel**”);

B. The City is the owner of a parcel of real property located in Sandy City, Utah, and which is more particularly described on Exhibit A attached hereto and made a part hereof (the “**Plaza Parcel**”);

C. The City is also the owner of a parcel of real property located in Sandy City, Utah, and which is more particularly described on Exhibit A attached hereto and made a part hereof (the “**Theater Parcel**”);

D. The City leased the Theater Parcel to HCT pursuant to the HCT Lease (defined below); and

E. Office Owner and the City desire to enter into this Declaration for the purposes of setting forth certain covenants, conditions and restrictions which bind the Office Parcel, the Plaza Parcel and the Theater Parcel and grant certain easements over such properties for the benefit of the other properties, all on the terms more specifically set forth herein.

NOW, THEREFORE, with reference to the foregoing Recitals and upon the terms and conditions contained herein, Office Owner and the City hereby agree as follows:

**Article 1
DEFINITIONS**

For the purpose of this Declaration, the following terms shall have the following definitions:

1.1 Access Areas.

All areas within each of the Office Parcel and the Theater Parcel which are intended to be used at any time and from time to time as traffic lanes, driveways, sidewalks, walkways or similar areas for ingress and egress of vehicles and pedestrians, but does not include any portion of such Parcels on which a Building or landscaping is located at any time or from time to time. The initial Access Areas are preliminarily depicted on the Site Plan and shall be subject to

adjustment as provided in Section 4.9. The Owners agree that as soon as practicable, an “as-built” ALTA/ASCM Land Title Survey of the Office Parcel, the Plaza Parcel and the Theater Parcel will be prepared and the specific boundaries of the Access Areas will be identified as mutually agreed by the Owners. Once the specific boundaries of the Access Areas are identified, the Owners will execute an appropriate amendment to this Declaration that will include a replacement for Exhibit D reciting the metes and bounds of the specific boundaries of the Access Areas as well as a replacement site plan. The Owners agree to share proportionately in the costs of preparing the “as-built” survey as well as the replacement for Exhibit D based upon the square footage area of each Parcel, including having the amendment recorded.

1.2 Building.

Any building constructed on the Office Parcel or Theater Parcel (including, without limitation, all extensions or projections thereof, all structures or facilities accessory or integral thereto, and any canopies or overhangs, porches, enclosed walkways, and similar items), but excluding the Parking Garage.

1.3 Building Area.

The areas of each of the Office Parcel and Theater Parcel upon which Buildings are constructed, placed, or located, as such areas may be modified by the Owner of a Parcel from time to time to the extent not prohibited herein.

1.4 Common Areas.

All the areas within the Office Parcel and the Theater Parcel, including the Parking Garage, but excluding areas within a Building, and which are designated by the Owners thereof for the general use, convenience and benefit of the Owners of the Office Parcel and the Theater Parcel and their Permittees. Each Owner of the Office Parcel and the Theater Parcel reserves the right to make adjustments in the location of the Common Areas on its Parcel or reserve portions of its Common Areas for specific Permittees of such Parcel without the consent or approval of any other Owner, so long as such adjustment complies with Section 4.4 below and the newly designated Common Area does not unreasonably restrict the ingress and egress across the applicable Parcel.

1.5 Common Utility Lines.

Those Utility Lines which are installed to provide the applicable service to more than one Parcel.

1.6 Declaration.

This Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements, as amended, restated, supplemented or otherwise modified from time to time.

1.7 Default Rate.

The annual rate of interest equal to the interest rate per annum published by the *Wall Street Journal* as the prime rate (or in the event the *Wall Street Journal* no longer publishes a prime rate, then the prime rate or reference rate announced by the then largest chartered bank in Utah in terms of deposits) from time to time, plus two percentage points per annum, but in no event more than any maximum rate of interest permitted by Governmental Restrictions.

1.8 Dominant Estate.

With respect to each easement granted pursuant to the provisions of this Declaration that is expressly for the benefit of one or more other Parcels (other than the Servient Estate), the Parcel so benefited; provided, however, where only a portion of a Parcel is benefited by a particular easement, only that portion so benefited shall be deemed to be the Dominant Estate.

1.9 Environmental Law.

Any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions relating to Hazardous Materials, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to a Parcel or the use thereof.

1.10 First Class.

Good condition and repair and at a standard of maintenance, repair and operation at least equal to the standard maintained in similar properties in the Salt Lake County area. Solely with respect to the Plaza Parcel, the term "First Class" means good condition and repair and at a standard of maintenance, repair and operation at least equal to the standard maintained by the City with respect to other public City parks.

1.11 Governmental Restrictions.

Any or all laws, statutes, ordinances, codes, decrees, rulings, regulations, writs, injunctions, orders, rules, conditions of approval or authorization of any governmental entity, agency or political subdivision, whether now in force or which may hereafter be in force.

1.12 Hazardous Materials

Any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls ("PCBs"), refrigerants (including those substances defined in the Environmental Protection Agency's "**Refrigerant Recycling Rule**," as amended from time to time), and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects.

1.13 HCT.

Is defined in the Recitals of this Declaration.

1.14 HCT Lease.

That certain Lease Agreement, dated August 1, 2015, by and between the City, as landlord, and HCT, as tenant, as amended, restated, supplemented or otherwise modified from time to time. This Declaration constitutes the "Future Parking Agreement" described in the HCT Lease.

1.15 Index.

The Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics (the "**Bureau**") "All Items" for All Urban Consumers, U.S. City Average (1982-84 = 100). Should the Bureau discontinue the publication of the Index, publish the same less frequently or alter the same in some other manner, the most nearly comparable index or procedure as determined by the Owners will be substituted therefor.

1.16 Mortgage.

An indenture of mortgage or deed of trust on a Parcel or any portion thereof, in each case entered into by such Owner in good faith in favor of a third party (not affiliated with such Owner) for value.

1.17 Mortgagee.

Any mortgagee or beneficiary under a Mortgage (or if the Mortgage is a Sale and Leaseback, the lessor under such arrangement).

1.18 Office Parcel.

Is defined in the Recitals of this Declaration.

1.19 Office Ratio.

Means eighty percent (80%).

1.20 Owner.

The Person that, at the time concerned, is the owner of record in the office of the County Recorder of Salt Lake County, Utah, of a fee interest in any Parcel or portion of a Parcel. In the event that, at any time, more than one Person owns the fee interest in a Parcel, they shall constitute one (1) Owner, and liability of each such Person for performance or compliance with the applicable provisions of this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a Mortgagee unless and until such Person has acquired fee title to the Parcel encumbered by a Mortgage pursuant to foreclosure, trustee's sale or any arrangement or

proceeding in lieu thereof. Initially, the Owners are Mountain America Federal Credit Union, with respect to the Office Parcel, the City, with respect to the Plaza Parcel and the City with respect to the Theater Parcel.

1.21 Parcel or Parcels.

Each separate legal parcel whether now existing or hereafter created comprising the Office Parcel, the Plaza Parcel and the Theater Parcel.

1.22 Parking Areas.

The areas on the Office Parcel and Theater Parcel that are used at any time and from time to time for parking, including, without limitation, the parking areas in the Parking Garage, in conformance with this Declaration.

1.23 Parking Garage.

The parking garage constructed on the Office Parcel initially in the area shown on the Site Plan.

1.24 Permittees.

The Owners of any and all portions of a Parcel and their respective heirs, successors, assigns, grantees, tenants, subtenants, licensee and sublicensees and all Persons who now hold, or hereafter hold, portions of real property within a Parcel, or any leasehold estate therein, or building space thereon; and respective tenants or subtenants thereof; and the officers, directors, concessionaires, agents, employees, contractors, customers, visitors, licensees and invitees of any of them. Without limiting the generality of the foregoing, so long as the HCT Lease is in effect, HCT and its officers, directors, concessionaires, agents, employees, contractors, customers, visitors, licensees and invitees shall be Permittees of the Theater Parcel. Solely as described in Section 4.6 regarding public parking rights during the Required Parking Hours, and for no other reason or use, all members of the general public are considered Permittees.

1.25 Performing Owner.

The Owner that performs any installation, operation, maintenance, repair or replacement of any Common Utility Lines.

1.26 Person.

Any natural person, partnership, trust, corporation, limited liability company or other legal entity.

1.27 Plaza Parcel.

Is defined in the Recitals of this Declaration.

1.28 Prohibited Uses.

Any of the following:

- (a) any use which constitutes a public or private nuisance;
- (b) any use which produces noise or sound which may be heard outside of any Building and is objectionable due to intermittence, beat, frequency, shrillness or loudness;
- (c) any use which produces any noxious odor which may be smelled outside any Building other than such odors as are typically incidental to First Class operations, including odors typically incidental to restaurants, fast food restaurants or other food service establishments;
- (d) any use which produces any excessive quantity of dust, dirt or ash, excluding that arising from the maintenance, construction, or renovation occurring on a Parcel in accordance with Governmental Restrictions;
- (e) any use involving unusual fire, explosive or other damaging or dangerous hazards (including the storage, display, sale or use of explosives or fireworks);
- (f) any heavy manufacturing, distillation, refining, smelting, agriculture or mining operation;
- (g) any mobile home or trailer court, mortuary, lot for the sale of new or used vehicles, labor camp, junkyard, stock yard or use involving animal raising;
- (h) any operation for drilling for and/or removal of subsurface substances;
- (i) any operation involving dumping, disposal, incineration or reduction of garbage or refuse, other than in enclosed receptacles intended for such purposes;
- (j) the use, generation or storage of Hazardous Materials, other than janitorial supplies and materials customarily used in connection with uses of a Parcel which are not prohibited by this Declaration, provided such use, generation or storage shall comply with all Environmental Laws;
- (k) any motor vehicle repair or body and fender repair or painting shop operation;
- (l) any use involving the production, display or distribution of pornographic materials, adult books and magazines or X-rated videos or similar productions; and
- (m) any off-track betting facility;
- (n) a brothel, or hotel or motel use which allows rentals of rooms for less than an entire day or night;

(o) any establishment where gambling or card playing for money, prizes, the opportunity to play in other games, or for other consideration occurs;

(p) an abortion clinic; and

(q) a methadone or other drug or alcohol rehabilitation clinic.

Notwithstanding any of the foregoing to the contrary, any authorized or permitted use under the HCT Lease (as such HCT Lease exists on the effective date hereof) is not a Prohibited Use; provided, however, that any alteration, amendment or modification to the HCT Lease, after the effective date hereof, that changes in any way the authorized or permitted uses under the HCT Lease will not be effective for purposes of this paragraph unless the parties to the HCT Lease obtain the advance written consent of the Office Owner (in the Office Owner's sole discretion).

1.29 Reimbursement Ratio.

Means with respect to the Office Parcel, the Office Ratio, and with respect to the Theater Parcel, the Theater Ratio.

1.30 Required Consenting Owners.

Each of the Owners of the Office Parcel and the Theater Parcel.

1.31 Required Parking Stalls.

Seven Hundred (700) non-exclusive parking stalls.

1.32 Separate Utility Lines.

The Utility Lines which are installed to provide the applicable service to only one Parcel. For the purpose of this Declaration, the portion of a Utility Line extending between a Common Utility Line and a single Building shall be considered a Separate Utility Line.

1.33 Servient Estate.

With respect to each easement granted pursuant to the provisions of this Declaration, the Parcel upon which such easement is located; provided, however, where only a portion of a Parcel is bound and burdened, only that portion so bound and burdened shall be deemed to be the Servient Estate.

1.34 Site Plan.

The site plan attached as Exhibit D to this Declaration.

1.35 Theater Parcel.

Is defined in the Recitals of this Declaration.

1.36 Theater Ratio

Means twenty percent (20%).

1.37 Utility Corridors.

Those portions of the Common Areas marked on the Site Plan as Utility Corridors, if any. If no Utility Corridors are marked on the Site Plan as Utility Corridors, the Utility Corridors will be those areas designated on the plat for the Project which are dedicated as public utility easements.

1.38 Utility Lines.

Those facilities and systems for transmissions of utility services, including, but not limited to, storm water drainage and storage systems or structures or both; fire protection, irrigation and domestic water mains and manholes; lift stations; sewer lines and systems; fire and landscape water sprinkler systems (including without limitation, fire risers); telephone and telecommunications lines and manholes; generators and related equipment and switch gear, electrical conduits or systems, gas mains and other public or private utilities.

**Article 2
USE IN GENERAL**

Except as otherwise limited pursuant to this Declaration and matters of record recorded against a Parcel prior to the date hereof, each Parcel may be used by the Owners thereof and their respective Permittees for any lawful use. No portion of a Parcel will be used for a Prohibited Use without the express written consent of each Owner.

**Article 3
BUILDING AREAS**

No Building will be erected, placed or maintained on any portion of the Project except upon Building Areas.

**Article 4
PROJECT EASEMENTS**

4.1 Plaza Parcel.

The City hereby establishes and grants for the benefit of, and as appurtenances to, each other Parcel and for the benefit of the Owner of each of the other Parcels from time to time and their respective Permittees, and for the general public, the right to use and enjoy the Plaza Parcel for uses consistent with public plaza areas, which shall include, without limitation, pedestrian ingress and egress to and from the Theater Parcel and Office Parcel. The City agrees that, unless

the City has obtained the written consent of the Required Consent Owners, the City shall not allow overnight camping, sales bazaars, construct any building on the Plaza Parcel or convey, lease, mortgage, grant any lien on, or otherwise transfer all or any portion of the Plaza Parcel to any other Person. The Plaza Parcel shall be used only as a public plaza, which may be a park. The City shall, at the City's sole cost and expense, operate, maintain, repair and replace the Plaza Parcel in a safe and First Class condition. The City does not intend that the Plaza be usable by other groups for group or special events other than those sponsored by the City, but if it allows use by other groups, then the use of the Plaza Parcel for group events shall be subject to customary procedures and regulations required by the City, including obtaining special event permits. The City reserves the right to, by providing at least seven days' advance written notice to the Office Owner and HCT (except in the case of an emergency, in which case the City will give whatever notice is reasonable under the circumstances, if any), occasionally restrict or prevent access to the Plaza Parcel, or distinct portions of the Plaza Parcel, for special events approved by the City, and also for maintenance, repairs, and capital improvements, but only to the extent such action does not eliminate ingress and egress to and from the Theater Parcel and the Office Parcel, and the City will use commercially reasonable efforts to provide on the Plaza Parcel temporary ingress and egress to and from the Theater Parcel and the Office Parcel.

4.2 Common Area Easements.

Office Owner and the City hereby establish and grant for the benefit of, and as appurtenances to, the Theater Parcel and the Office Parcel, respectively, and for the benefit of the Owners of the Theater Parcel and the Office Parcel from time to time and their respective Permittees, irrevocable, non-exclusive easements over, across, upon and beneath the Common Areas located on the Theater Parcel and the Office Parcel for the purposes set forth in Section 4.3. . Except as expressly described in Section 4.6 regarding public parking rights, nothing in this Section or elsewhere in this Declaration will be deemed to be or constitute a gift or dedication of any portion of the Theater Parcel or the Office Parcel to the general public or for any public use or purpose whatsoever. Without limiting the generality of the foregoing, in no event shall the Permittees of the Plaza Parcel be entitled to use the Common Areas on the Office Parcel or the Theater Parcel except as expressly described in Section 4.6 regarding public parking rights.

4.3 Permitted Common Area Uses.

The Common Areas will be used for the purposes set forth in this Section.

(a) Subject to the restrictions set forth in Section 4.6 and 5.7 hereof, the parking of passenger vehicles and the pedestrian and vehicular traffic in the Parking Areas by the Permittees of each of the Office Parcel and the Theater Parcel.

(b) For ingress and egress, upon, over and across the Access Areas and Parking Areas on each of the Office Parcel and the Theater Parcel for pedestrian use by the Permittees of each of the Office Parcel and the Theater Parcel.

(c) Ingress and egress, upon, over and across the Access Areas and Parking Areas on each of the Office Parcel and the Theater Parcel for the purpose of furnishing access and the right of access for the vehicles of the Permittees of each of the Office Parcel and the

Theater Parcel and for ingress and egress by public safety or emergency vehicles requiring access to the Office Parcel or Theater Parcel.

(d) Ingress and egress, upon, over and across the Access Areas and Parking Areas on each of the Office Parcel and the Theater Parcel for the purpose of delivery of goods, wares, merchandise and the rendering of services to the Owners or Permittees of each of the Office Parcel and the Theater Parcel. Each Permittee will use commercially reasonable efforts to have deliveries made within the areas designated for such purposes by each Owner of the Office Parcel or the Theater Parcel. In the event it is necessary that deliveries be made other than in the areas designated by Owner of the Office Parcel or Theater Parcel, as applicable, or if no such areas are designated by the Owner of such Parcel, such deliveries will be made so as to cause the least amount of interference with the use of adjacent portions of the Common Areas.

(e) The installation, operation, maintenance, inspection, repair, replacement and relocation in the Utility Corridors of Utility Lines serving any part of the Office Parcel or Theater Parcel, all of which (except hydrants and transformers and other installations as may be requested by the utility company) will be even with or below the surface of the Common Area or within Common Area walls or as otherwise agreed by the Owners of the Servient Estate. All Owners will reasonably cooperate in the granting of appropriate and proper easements to each other or to utility companies and governmental authorities for the installation, operation, maintenance, repair, replacement and relocation of the Utility Lines. The location of the Utility Lines shall be within the Utility Corridors unless otherwise agreed to by the Owners on whose Parcel such Utility Line is being placed. The Owners of the Office Parcel and Theater Parcel will have the right to enter upon any portion of the Common Areas constituting the Utility Corridor and the areas immediately adjacent thereto as may be reasonably necessary or appropriate in order to accomplish the installation, operation, maintenance, inspection, repair, replacement and relocation of the Utility Lines subject to compliance with the following:

(i) The installation, operation, maintenance, inspection, repair and replacement of such Utility Lines (A) shall not unreasonably interfere with the use of the improved Common Area or with the normal operation of any business in the Office Parcel or Theater Parcel, (B) shall not unreasonably interfere with or diminish utility service to the businesses served by the Utility Lines, (C) shall not reduce or unreasonably impair the usefulness or functionality of the Utility Lines of the other Parcel, (D) shall, except as provided in Section 4.3(c)(iii) or Section 5.7 below, be performed without cost or expense to the Owner or Permittee of any other Parcel, (E) shall be performed in a good and workmanlike manner, with due care, and in compliance with all Governmental Restrictions, and (F) shall not unreasonably interfere with the pedestrian and vehicular access or parking. For non-routine maintenance and repair that will impact the utilization of the Utility Lines of the other Owners, the Performing Owner shall provide at least 24 hours prior written notice to the other Owners prior to performing any such non-routine maintenance and shall coordinate a time in which such maintenance and repair may be performed.

(ii) To the extent any construction, maintenance, inspection, repair or replacement relates to Separate Utility Lines, the Owner of the benefitted Parcel shall, (A) to the extent applicable, comply with Section 4.4 of this Declaration; (B) repair to the original specifications any damage resulting from such installation, operation, maintenance, inspection,

repair and replacement; and (C) shall provide as-built plans for all such Separate Utility Lines to the Owners of all Parcels upon which such Separate Utility Lines are located within thirty (30) days after the date of completion of construction of same. All costs associated with the installation, operation, maintenance, inspection, repair and replacement of Separate Utility Lines shall be borne solely by the Owner of the Parcel served thereby.

(iii) All costs associated with the installation, operation, maintenance, inspection, repair and replacement of Common Utility Lines shall be allocated among the Owners of the Office Parcel and Theater Parcel in accordance with the Reimbursement Ratio; provided, however, if any Owner requires an increase in capacity of such lines, the Owner requiring the increase shall be responsible for costs necessary to increase the capacity of such lines. Except as may be otherwise provided herein, the installation, operation, maintenance, inspection, repair and replacement of Common Utility Lines may be performed by Performing Owner. The Performing Owner shall bill the Owner(s) of the other Parcel(s) served thereby for each such Owner's proportionate share in accordance with the Reimbursement Ratio of the actual costs incurred by the Performing Owner (without mark-up, but including the Management Fee) not more often than monthly in arrears and such costs shall be payable within thirty (30) days after receipt of an invoice therefor and, if requested, reasonable supporting documentation.

(iv) At any time and from time to time the Owner of a Parcel shall have the right to relocate on its Parcel any Utility Line which is then located on such Owner's Parcel, provided that any such relocation (A) shall, except in an emergency in which such notice can't be given, in which case, the Owner shall give such notice as it is able to do, be performed only after sixty (60) days' notice of the Owner's intention to undertake the relocation shall have been given to the Owners of each Parcel served by the Utility Line, (B) shall not unreasonably interfere with or diminish utility service to the businesses served by the Utility Line, (C) shall not reduce or unreasonably impair the usefulness or function of the Utility Line, (D) shall be performed without cost or expense to the Owner or Permittee of any other Parcel, (E) shall provide for the original and relocated area to be restored to the original specifications, and (F) shall not unreasonably interfere with the pedestrian and vehicular access or the Parking Areas. At any time and from time to time the Owner of a Parcel may relocate onto its Parcel any Separate Utility Lines that are then present on the other Owner's Parcel, provided that in relocating such separate Utility Lines, the Owner relocating the Separate Utility Lines shall comply with subsections (A), (D) and (F). Further, if the Utility Lines on the other Parcel are accessed or the surface of the other Parcel is disturbed in such relocation, the original area shall be restored to its original specifications. The Owner performing such relocation shall provide as-built plans for all such relocated Utility Lines to the Owners of all Parcels served by such Utility Lines within thirty (30) days after the date of completion of such relocation.

(v) Each Owner shall not interrupt, damage, or otherwise interfere with the Separate Utility Lines of the other Owner, including without limitation, any generators, related equipment and switch gear.

(f) Subject to the prior written approval of the Owner of the Servient Estate, which will not be withheld unless the proposed use will unreasonably interfere with the use of the Servient Estate or will create a significant risk of injury to individuals or property, each Owner shall be permitted the temporary use of construction equipment and materials (including

erection of ladders, scaffolding and store front barricades) during periods of construction, remodeling or repair, and ingress and egress for vehicles transporting construction materials and equipment and use thereof by construction equipment, upon the condition, however, that all construction, remodeling or repair of buildings, other improvements and appurtenances is diligently performed and such ladders, scaffolding and barricades are promptly removed upon completion of such work.

(g) Each Owner shall be permitted to construct, operate and maintain signage on its parcel as is permitted by applicable law. Except as expressly permitted by this Declaration, no Owner shall have the right to construct, operate, maintain or place any signage on any other Owner's Parcel. Notwithstanding the foregoing, the Owner of the Theater Parcel shall have the right to place one (1) exterior electronic sign on the top of the southwest corner of the exterior of the Parking Garage, facing both south and west (the "**Theater Sign**"). In the absence of any other written agreement between the Office Owner on the one hand, and HCT so long as it is the lessee of the Theater Parcel or the Owner of the Theater Parcel if HCT is no longer the lessee of the Theater Parcel, on the other hand:

(i) the size, location and design of the Theater Sign shall be as substantially set forth on Exhibit E attached hereto;

(ii) the costs of designing, constructing, maintaining, repairing, replacing or reconstructing the Theater Sign shall be borne equally (50/50) by the Office Owner and the Owner of the Theater Parcel who shall also be the 50/50 owners of the Theater Sign, and will be performed by the Owner of the Theater Parcel;

(iii) each of the Owners of the Theater Parcel and the Office Parcel will have the right to 50% of the productive use of the Theater Sign;

(iv) the Owner of the Theater Parcel shall have the right and the responsibility to prepare and design all of the content of the Theater Sign, subject to the reasonable approval of the Office Owner (it shall be reasonable for the Owner of the Office Parcel to withhold its consent if the design of the Theater Sign is inconsistent with First Class signs in an office park);

(v) HCT so long as it is the lessee of the Theater Parcel, or the Owner of the Theater Parcel if HCT is no longer the lessee of the Theater Parcel, on one hand, and the Office Owner on the other hand, will each have the right to use one half of the monument sign designated on the Site Plan as "entrance sign", with locations on such sign which have equal prominence (the "**Main Entrance Monument Sign**");

(vi) except for the Main Entrance Monument Sign, no signage shall be installed within one hundred feet (100') of the main entrance to the Parcels (as designated on the Site Plan); and

(vii) the costs of designing, constructing, maintaining, repairing, replacing or reconstructing the Main Entrance Monument Sign will be paid equally by the Owner of the Office Parcel and the Owner of the Theater Parcel, or their Permittees, which costs shall be included as Common Areas Maintenance Costs.

(h) Notwithstanding anything to the contrary contained herein, the Owners, acting unanimously, will have the right, but not the obligation, to establish a sign program for the Project after the date hereof ("**Sign Program**"), which Sign Program may include, among other things, detailed design, engineering and specification requirements relating to signage installed within the Project. The Owners, acting unanimously, will have the right to change the Sign Program from time to time. Any and all signage installed on a Parcel after the adoption of a Sign Program will be subject to and erected in accordance with the Sign Program.

(i) Each of the Owners of the Office Parcel and the Theater Parcel hereby reserves the right to eject from the Common Areas designated for the use by others on its Parcel any Persons not authorized to use the same. In addition, each Owner of the Office Parcel and the Theater Parcel reserves the right to close off the Common Areas designated for the use by others on its Parcel for such reasonable periods of time as may be required for serious security situations or legally necessary to prevent the acquisition of prescriptive rights by anyone; provided, however, before closing off any part of the Common Areas designated for the use by others as provided above, such Owner must give at least 24 hours prior notice to the other Owner of its intention to do so and must coordinate its closing with the activities of the other Owner so that there is no unreasonable interference with the operation on the other Parcels.

4.4 Common Area and Parking Area Alteration.

Each Owner of the Office Parcel and the Theater Parcel shall be permitted to alter, relocate or change the configuration of the Access Areas and the Parking Areas on such Owner's Parcel (including any parking garages) which it owns at any time and from time to time but only upon strict compliance with the provisions of this Section.

(a) Any proposed alteration, relocation or other change shall comply with all Governmental Restrictions.

(b) Any proposed alteration, relocation or other change shall not, without the prior written consent of all Required Consenting Owners:

(i) Permanently reduce the number of parking stalls located on a Parcel below those required by Governmental Restrictions (taking into account the parking rights granted in Section 4.6 hereof) or, with respect to the Office Parcel, reduce the parking located on the Office Parcel below the Required Parking Stalls;

(ii) Materially modify or unreasonably obstruct the Access Areas.

(c) The Owner proposing to make any alteration, relocation or other change shall pay the entire cost of such alteration, relocation or change.

(d) The Owner proposing to make such alteration, relocation or change in accordance with this Section 4.4 (the "**Submitting Owner**") may not perform any work on, or stage any work from, any other Parcel without (i) the consent of the other Owner (the "**Consenting Owner**"), which consent shall not be unreasonably withheld, conditioned or delayed, and (ii) so long as HCT is the lessee under the HCT Lease, providing written notice to HCT. In connection with obtaining such consent, the Submitting Owner shall provide copies of

its preliminary plans to Consenting Owner prior to commencing such work for review and approval by the Consenting Owner, which consent shall not be unreasonably withheld, conditioned or delayed. In the event the Submitting Owner submits a preliminary plan to the Consenting Owner for its consent as required by this subsection (d), such preliminary plan shall be deemed approved if not disapproved in writing within thirty (30) days of the delivery of the preliminary plans to the Consenting Owner. In the event the Consenting Owner disapproves of such preliminary plans, the Consenting Owner shall, within such thirty (30) day period, deliver to the Submitting Owner the Consenting Owner's written objections to the preliminary plans which objections shall include a reasonably detailed description of what changes, if made, would cause the Consenting Owner to give its approval of the preliminary plans. The Submitting Owner shall, to the extent the Submitting Owner agrees with the Consenting Owner's requested changes, revise the preliminary plans and resubmit them to the Consenting Owner for its approval in accordance with the procedures set forth above in this subsection (d). Notwithstanding the foregoing to the contrary, an Owner shall not be required to obtain the consent of the other Owners to make any alteration, relocation or modification on such Owner's Parcel if such alteration, relocation or modification is required by Law, provided, the Owner making such alteration, relocation or modification shall give each of the other Owners at least thirty (30) days prior written notice of such change.

4.5 Encroachment Easement.

Should any Building, the Parking Garage or improvement constructed within the Office Parcel or Theater Parcel encroach on any adjacent property and said encroachment does not exceed 12 inches on either side of the boundary line and/or otherwise materially, adversely affect the use of the Parcel being encroached upon, the Owner of the adjacent Parcel will be deemed to have granted an easement effective as of the recording date hereof for such encroachment for so long as such encroachment will exist, and will execute such instruments as may reasonably be required by the encroaching party, or its assignees, title insurer or Mortgagees confirming such easement.

4.6 Parking.

(a) Except to the extent of a conflict in the terms of a separate written agreement between the Owners of the Parcels and HCT (to clarify, so long as HCT is the lessee under of the Theater Parcel then the separate agreement must involve HCT, but if HCT is not the lessee of the Theater Parcel, then the agreement, if any, need only be between the Owners of the Parcels), the following provisions (a) thru (d) shall govern the Parking Areas: Following the completion of the construction of the Parking Garage by the Owner of the Office Parcel, the Owner of the Theater Parcel and Permittees shall have a non-exclusive right to park (at no charge, but subject to obligations of the Owner of the Theater Parcel under Section 5.7) in the Parking Areas located on the Office Parcel between the hours of 6:00 p.m. and 5:00 a.m. Monday through and including Friday, and any time on Saturday and Sunday (the "**Required Parking Hours**"). In addition, HCT (so long as HCT is a Permittee) may request the use of Required Parking Stalls outside of the Required Parking Hours, which request shall be made at least thirty (30) days prior to the date the use of such parking is required. The Owner of the Office Parcel shall use reasonable efforts to accommodate such requests provided, however, the Owner of the Office Parcel shall not be required to grant such request if such request could be

expected, as determined by the Owner of the Office Parcel in its sole discretion, to interfere with the parking rights of the Permittees of the Office Parcel or require the Owner of the Office Parcel to make exceptions to any parking areas marked as reserved or for limited use (including any parking areas designated as visitor parking only during hours outside of the Required Parking Hours).

(b) Notwithstanding the provisions of Section 4.6(a) to the contrary, the Owner of the Office Parcel shall have the right, at any time and from time to time, to designate any and all parking stalls located on the Office Parcel as reserved for the Permittees of the Office Parcel so long as the Owner of the Theater Parcel and its Permittees continue to have the right to use the Required Parking Stalls during the Required Parking Hours. Without limiting the generality of the foregoing, the Owner of the Office Parcel may designate parking stalls located on the Office Parcel as being reserved for any period of time, including (i) reserving parking stalls twenty-four hours a day and seven days a week and the Owner of the Theater Parcel and its Permittees shall not be permitted to park in such reserved stalls so long as the Owner of the Theater Parcel and its Permittees otherwise have access to other parking stalls necessary to provide the Required Parking Stalls during the Required Parking Hours, (ii) designating parking areas for uses of food trucks during hours outside of Required Parking Hours, and (iii) limiting surface parking stalls on the Office Parcel for one hour usage during hours outside of Required Parking Hours. In addition, the Owner of the Office Parcel shall have the right to establish parking controls, including gates, within the Parking Garage so long as such parking controls do not prevent or substantially and unreasonably burden the Owner of the Theater Parcel and its Permittees from using the Required Parking Stalls during the Required Parking Hours.

(c) During the Required Parking Hours, the Owner of the Theater Parcel and its Permittees shall have the right to designate, by either temporary signage or some other form of alterable signage that will be removed or altered prior to the expiration of the Required Parking Hours, up to fifty (50) of the Required Parking Stalls within the Parking Areas as being reserved for the use by the Owner of the Theater Parcel and its Permittees, provided, however, no such reservations may be in stalls previously reserved by the Owner of the Office Parcel for its Permittees pursuant to Section 4.6(b) above. Additionally, during the Required Parking Hours, the Owner of the Theater Parcel and its Permittees shall have the right to designate, by temporary signage that will be removed prior to the expiration of the Required Parking Hours, up to eight (8), or such other minimum number of stalls required by the Americans with Disabilities Act of the Required Parking Stalls within the Parking Garage near the entrance to the Theater as being reserved for handicap parking; providing nothing herein shall require the Owner of the Office Parcel to make such parking spaces compliant with Governmental Restrictions relating to handicap accessible parking.

(d) No Permittee will use or permit the use of the Parking Areas for any purpose other than parking and the passage of pedestrians and motor vehicles unless specifically provided otherwise in this Declaration. Each Owner agrees to use reasonable efforts to enforce the provisions hereof.

Subject to Section 9.4, for purposes of clarification, and in recognition of a financial contribution made by the Redevelopment Agency of Sandy City, for the benefit of the City, towards the cost of construction of the Parking Garage, Office Owner acknowledges the right of the City to allow

the general public, as Permittees solely for this limited purpose and use, to park in the Parking Areas during the Required Parking Hours (but not at any other time).

4.7 Underground Supports.

In order to accommodate the construction, reconstruction or repair of any Building, the Parking Garage or other improvement which may be constructed or reconstructed immediately adjacent to the common boundary lines of any of the Parcels, each Owner hereby grants, establishes and creates for the benefit of, and as appurtenances to, the Owners of the Office Parcel and the Theater Parcel and their respective Permittees, with respect to, and as a burden upon, such granting Owner's Parcel, non-exclusive easements for lateral support for improvements constructed on or near such common boundary lines, together with the right and easement to install, maintain, repair, and replace footings and underground supports for such improvements in space not theretofore occupied by any then existing structure, provided that, except as shown in the Site Plan, the location of such footings will be subject to the consent and approval of the Owners of the Parcel encumbered by such easement, such approval not to be unreasonably withheld, and provided that such footings will in no event extend more than ten (10) feet onto the Servient Estate from the applicable common boundary line. This easement will continue in effect for the term of this Declaration and thereafter so long as the improvements utilizing the easement exists, including a reasonable period to permit reconstruction or replacement of such improvements or to permit the construction of new improvements, and will include the reasonable right of access necessary to exercise and enjoy such grant, provided no damage is caused to the Buildings, the Parking Garage or other improvements located on the Parcel encumbered by such easement or the operation of business thereon. Each Owner of a Parcel using a common footing will construct its wall upon its Parcel, and no load, force or pressure will be exerted by the wall of one Owner upon the wall of the other Owner. When an Owner of a Parcel constructs its improvements along a common boundary line, it will do so in a manner that does not result in damage or injury to the Buildings, the Parking Garage or other improvements previously placed by another Owner of a Parcel along such common boundary line. If a common footing is used by two Owners, each will assume and pay its reasonable share of the cost and expense of the initial construction and, so long as both Owners are benefiting therefrom, any subsequent maintenance, repair, and replacement thereof. If any Building, the Parking Garage or structure utilizing a common subterranean element is destroyed and not replaced or is removed, the common subterranean construction element will be left in place for the benefit of any improvements utilizing the same located on the adjoining Parcel. Nothing herein will be deemed to require any Owner to use or to consent to the use of common subterranean construction elements, but if such consent is granted then the foregoing provisions of this Section will apply.

4.8 Project Integration Easement.

In order to allow for minor variations or setbacks the actual locations of the completed improvements on the Office Parcel and the Theater Parcel and to assure that each subsequent Owner of the Office Parcel and the Theater Parcel can, where necessary, construct and maintain its improvements so that they abut and/or connect to the improvements that have been completed on adjacent Parcels, each Owner hereby grants, to each of the Owners of the Office Parcel and the Theater Parcel easements in its Parcel to the extent to which they may be

required to enable such Owners to enter upon an adjacent Parcel to construct, complete and thereafter permanently maintain its improvements so that all of the development on Project will give the appearance of having been developed as, and will be able to be used as, a part of an overall unified integrated development.

4.9 Plat and Declaration Amendment.

The Owners agree that as soon as practicable, an "as-built" ALTA/ASCM Land Title Survey of the Office Parcel, the Plaza Parcel and the Theater Parcel will be prepared and the specific boundaries of the Access Areas and locations of the Buildings and Parking Garage will be identified. Once the specific boundaries of the Access Areas and locations of the Buildings and Parking Garage will be identified, the Owners will execute an appropriate amendment to this Declaration that will include a replacement for Exhibit D reciting the metes and bounds of the specific boundaries of the Access Areas as well as a replacement site plan. In addition, in the event the Building or Parking Garage encroach on a Parcel, and provided such encroachment is otherwise in compliance with Section 4.5, the Owner shall revise and record an amended plat adjusting the property lines between the Parcels so that the Buildings and Parking Garage lie solely within the lines of the applicable Parcel. The Owners agree to share proportionately in the costs of preparing the "as-built" survey, the replacement for Exhibit D and the amendment to the plat, based upon the square footage area of each Parcel, including having the amendment and plat recorded.

Article 5

OPERATION AND MAINTENANCE

OF BUILDING AREA, COMMON AREA, AND COMMON UTILITY LINES

5.1 Taxes and Assessments.

(a) Each Owner will pay directly to the taxing authority(ies), prior to delinquency, the Taxes attributable to their respective Parcels including any Common Areas and Common Utility Lines located upon such Parcel. For purposes of this Declaration, "**Taxes**" will mean any and all taxes, assessments, impositions or levies of any kind (in all cases, whether general or special, anticipated or unanticipated) imposed by any governmental authority upon the land within the Parcel and/or any improvements therein or thereon.

(b) Each Owner (or the tenant or occupant of an Owner if such tenant or occupant has the right under its lease or occupancy agreement to contest Taxes) will have the right, in good faith and at its cost, to contest the amount of Taxes owing with respect to its property; provided that such Owner (or tenant or occupant) will take all such action as may be necessary to prevent any assessment or tax lien from being foreclosed or enforced with respect to any property within the Parcel.

5.2 Building and Improvement Maintenance.

Subject to Section 5.7 hereof, each Owner will maintain, or cause to be maintained, in a First Class condition, all Buildings, Parking Areas, Common Areas and other improvements on its Parcel or Parcels, and normal wear and tear and, subject to the provisions of Article 8 hereof, casualty, excepted.

5.3 Utilities.

Subject to the provisions of Sections 4.3(e) and 5.7, each Owner will be solely responsible for obtaining and paying for all utilities and services used on its Parcel, including any utilities used in connection with the Common Areas located on its Parcel.

5.4 Rules and Regulations.

Each Owner may, in its discretion, adopt reasonable rules and regulations pertaining to the use of the easements granted hereby that are located on or in its Parcel, and to such other matters as are identified herein as subject to such rules and regulations, including availability and other reasonable restrictions and penalties (including emergency operations, maintenance and repairs or special events being held on such Parcel, towing of unauthorized vehicles, etc.) and, with respect to any loading docks, time and areas available, frequency of use and scheduling of deliveries; provided, however, that no such rules and regulations shall discriminate against any individual Owner nor shall they be incompatible with or serve to diminish materially any right conferred or obligations created hereunder. Such rules and regulations shall be binding upon all Owners and Permittees from and after the date of notice thereof, given as provided herein. In addition, each Owner retains the right to eject from the portion of any easement area located on its Parcel any person whose use of the easement area does not comply with the intended use of the easement or whose conduct creates an unreasonable disturbance.

5.5 Maintenance of Common Areas and Common Utility Lines.

Subject to Section 5.7 hereof and unless otherwise agreed by the affected Owners, the Owner of the Parcel upon which any Common Areas or Common Utility Lines (or easements with respect thereto) are to be located or constructed shall be responsible for the initial installation and subsequent operation, management, equipping, lighting, repair, replacement and maintenance of such easement areas and all walkways, driveways, roads, and other common use facilities contemplated thereon in a First Class condition. Such obligations will include (but will not be limited to) the following:

- (a) resurfacing of walkway, roadways, and drives;
- (b) keeping the surface of any walkways, roadways, and drives in a smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as will, in all respects, be equal in quality, use and durability;
- (c) cleaning, sweeping, debris removal, disposal of rubbish and debris, removal of soil and stone washed into such easement areas and all other tasks necessary to maintain such easement areas in a clean, safe and orderly condition;
- (d) maintenance of all curbs, landscape enclosures, fences and retaining walls in good condition and repair;
- (e) placing, keeping in repair and replacing any necessary and appropriate directional signs, markers and lines and keeping in repair and replacing when necessary such artificial lighting facilities and lighting fixtures as will be reasonably required;

(f) maintenance of all landscaped areas, making such replacements of shrubs and other landscaping as is necessary, and keeping such landscaped areas at all times adequately weeded, fertilized and watered;

(g) removing snow from Access Areas and Parking Areas if the accumulated snow exceeds two inches (2") between the hours of 4:00 a.m. and 6:00 p.m. on weekdays (the "**Snow Removal Hours**");

(h) subject to either HCT, so long as HCT is the lessee of the Theater Parcel, or the Owner of the Theater Parcel, if HCT is no longer the lessee of the Theater Parcel, reimbursing the Office Owner for 100% of the Office Owner's actual costs to do so, removing snow from Access Areas immediately surrounding or serving the Theater Parcel, and Parking Areas, if the accumulated snow exceeds two inches (2") either:

(i) between the hours of 6:00 p.m. and 4:00 a.m. on business days; or

(ii) at any time on weekends, holidays, or any other non-business day;
and

(i) maintenance of all Utility Lines as provided in Section 4.3 above.

5.6 Takeover of Maintenance.

Except as set forth in this Section 5.6 below, if an Owner of the Office Parcel or Theater Parcel fails to operate, manage, equip, light, repair, replace and/or maintain the Common Areas or Common Utility Lines within its Parcel as required under Section 5.5, or otherwise fails to operate such Common Areas or Common Utility Lines pursuant to the other requirements and standards set forth in this Declaration, then the other Owner of the Office Parcel or Theater Parcel, as applicable, will have the right (but not the obligation), by giving such defaulting Owner at least thirty (30) days' prior written notice, provided no such notice shall be required in the event of an emergency, to assume, or cause to be assumed, responsibility for the operation, maintenance, repair and replacement of such Common Areas or Common Utility Lines (or portions thereof), as the case may be; provided, however, in the event such defaulting Owner performs such remedial actions or cures the relevant breach within such thirty (30) day period (or, if such remedial actions cannot be cured within such 30-day period, such defaulting Owner promptly undertakes such remedial actions and diligently pursues such remedial actions to completion), such non-defaulting Owner will not have the right to take over, or cause to be taken over, the operation, maintenance, repair and replacement of the subject Common Areas on account of such breach. If such non-defaulting Owner so exercises such option to assume, or causes to be assumed, the responsibilities for the operation, maintenance, repair and replacement of the relevant Common Areas (or portions thereof), such non-defaulting Owner or a designee appointed by such non-defaulting Owner, will thereafter so operate, maintain, repair, replace and otherwise perform such defaulting Owner's obligations with respect to the subject Common Areas (or relevant portions thereof) in the same manner and subject to the same standards as required of each Owner under this Declaration. In such event, such defaulting Owner will be responsible, for a maximum period of up to twelve consecutive months, for 110% of any and all actual out of pocket costs incurred by such non-defaulting Owner or such designee (as the case

may be) with respect to such operation, maintenance, repair, replacement and satisfaction of other obligations of such defaulting Owner with respect to such Common Areas, which costs will be paid by such defaulting Owner to such non-defaulting Owner or such designee (as the case may be) periodically, as billed by such party, within 30 days following such billing. If such defaulting Owner does not pay such bill within such 30 days, then the amounts owing hereunder shall accrue interest and the Default Rate, and, in addition, such non-defaulting Owner shall have a right to enforce such obligation through all applicable legal and equitable remedies. If a non-defaulting Owner has taken over the operation, maintenance, repair and replacement of the subject Common Areas on account of such breach for a period of twelve consecutive months then that non-defaulting Owner will be presumed to have taken over the responsibility to continue providing the ongoing operation, maintenance, repair and replacement of the subject Common Areas, and will succeed to and assume all associated rights and obligations of the Office Owner, including, without limitation, the right to receive a proportionate share of the Common Area Maintenance Costs, plus Management Fee, as provided in Section 5.7.

5.7 Parking Garage and Access Area.

(a) Notwithstanding the provisions of Section 5.5 to the contrary, the Parking Garage, the Parking Areas on the Office Parcel and the portion of the Access Areas constituting roadways on the Office Parcel and the Theater Parcel (the “**Joint Common Areas**”) shall be maintained, repaired and replaced by the Owner of the Office Parcel, but subject to reimbursement by the Owner of the Theater Parcel, or its Permittee, as provided in this Section 5.7. The Owner of the Office Parcel shall also have the right, but not the obligation, to hire a parking attendant and/or security officer to provide parking assistance and security for the Parking Areas at such times as may be reasonably determined by the Owner of the Office Parcel, subject to reimbursement by the Owner of the Theater Parcel, or its Permittee, as provided by Section 5.7.

(b) The Owner of the Office Parcel shall maintain, repair and replace the Joint Common Areas in accordance with the requirements of this Declaration, including Section 5.5. At least thirty (30) days prior to any major work in the Parking Areas or Access Areas, the Owner of the Office Parcel shall give notice to the Owner of the Theater Parcel, and its Permittee, of the scope thereof, and the proposed commencement and completion dates. The Owner of the Office Parcel shall expend only such funds as are reasonably necessary for the maintenance, repair and replacement of the Joint Common Areas (“**Common Area Maintenance Costs**”). In connection with performing its obligations under this Section 5.7, the Owner of the Office Parcel may hire or subcontract with third Persons, provided, if such Persons are affiliated with the Owner of the Office Parcel such contracts must be on terms similar to those obtained on an arm’s length basis.

(c) Subject to subsection 5.7(f), each Owner of the Office Parcel and the Theater Parcel agrees to pay, or cause its Permittee to pay, its proportionate share of Common Area Maintenance Costs, based on the Reimbursement Ratio, actually incurred during each calendar year, plus a management fee payable to the Owner of the Office Parcel, or a third party manager selected by the Owner of the Office Parcel, in the amount equal to five percent (5%) of all of the Common Area Maintenance Costs (the “**Management Fee**”). The Management Fee shall be included in the Common Area Maintenance Costs. All such costs shall be reimbursed

within thirty (30) days of written demand from the Owner of the Office Parcel, which written demand shall include supporting invoices.

(d) Common Area Maintenance Costs shall not include: (i) any late charges or fees or any cost, fee, fine, penalty or similar charge arising out of or resulting from any violation by an Owner of Governmental Requirements (which shall be paid by such Owner); (ii) any costs for promotional, marketing, seasonal or holiday events of any type; (iii) the initial construction costs of the Joint Common Areas, which costs shall be borne by the Owner on whose Parcel such Joint Common Areas are constructed; (iv) any costs to clean up or repair the Joint Common Areas resulting from any construction, maintenance or replacement of a Building (which costs shall be paid solely by the Owner construction such Building); (v) any costs associated with trash and/or garbage removal, such removal obligation being the responsibility of each Owner; (vi) any costs resulting from or arising out of the repair or replacement of items actually covered by warranties or guaranties including, but not limited to, site improvements, signs, trees, plants or other landscaping; (vi) any costs of maintaining insurance required by Section 5 of this Declaration, which costs shall remain the responsibility of the applicable Owner except that insurance maintained on the Parking Garage shall be included; and (vii) any Taxes which shall remain the responsibility of the applicable Owner, except that Taxes on the Parking Garage and the land under the Parking Garage shall be included.

(e) The Owner of the Theater Parcel may request that the Owner of the Office Parcel include within its maintenance contracts for the Joint Common Areas an obligation for third-party maintenance providers to maintain the Common Areas on the Theater Parcel which are not Joint Common Areas, or provide snow removal services outside of Snow Removal Hours. In the event the Owner of the Theater Parcel makes such request, the Owner of the Theater Parcel shall be solely responsible for the full amount of the incremental costs incurred to maintain such Common Areas on the Theater Parcel or for providing snow removal services outside of the Snow Removal Hours, which costs shall be paid in accordance with Section 5.7.

(f) At least once annually, at the request of either the Office Owner or HCT so long as it is the lessee of the Theater Parcel or the Owner of the Theater Parcel if HCT is no longer the lessee of the Theater Parcel, the Office Owner and either HCT so long as it is the lessee of the Theater Parcel or the Owner of the Theater Parcel if HCT is no longer the lessee of the Theater Parcel, will meet together to review the Common Area Maintenance Costs and the Reimbursement Ratio. The participants at each annual meeting must reasonably confer regarding how to minimize Common Area Maintenance Costs, and whether the Reimbursement Ratio continues to represent a fair allocation of responsibility for the Common Area Maintenance Costs based on each party's actual proportional use of the Common Areas, including in particular the Parking Garage. Each party must reasonably consider any request by the other party regarding how to minimize Common Area Maintenance Costs and/or an adjustment to the Reimbursement Ratio.

Article 6 INSURANCE

6.1 Liability Insurance.

Each Owner of the Office Parcel and the Theater Parcel, will, or will cause its Permittees, during the term of this Declaration, except as otherwise expressly set forth herein, maintain, or cause to be maintained, at its sole expense, in full force and effect, with insurance companies authorized to do business in the State of Utah and having a rating by Best's Insurance Reports of not less than A-VII (or if Best's Insurance Reports is not available, with a comparable rating by another comparable insurance rating report), on all property within the Parcel owned or leased by such Owner and all Buildings and other improvements (including Common Area improvements) owned or leased by such Owner, a policy or policies of commercial general liability insurance with combined single limits of at least \$5,000,000 (which such limit will be increased on January 1, 2020, and on every tenth (10th) anniversary of such date (each an "Adjustment Date") throughout the duration of this Declaration, by the percentage increase in the Index (calculated by multiplying the then applicable insurance limit by a fraction, the numerator of which will be the Index for the month which is three months before the subject Adjustment Date and the denominator of which will be the Index for the month which is 63 months before such Adjustment Date)), in which all other Owners and any Mortgagee of the other Owners will be named as additional insureds, insuring against any and all liability arising out of the maintenance, use and occupancy of the Building(s) and other improvements including located on the property within the Parcel owned or leased by such Owner. Each policy must provide for severability of interest. If any Owner has other locations that it owns or leases, the policy must include an aggregate limit per location endorsement. Each Owner will also maintain special form insurance coverage on all Buildings and improvements (including Common Area improvements, except as set forth below) located upon that portion of the Parcel leased or owned by such Owner including loss or damage by fire and such other risks as are from time to time included in the special form insurance policies customarily issued in Utah in an amount not less than 100% of the full replacement cost of such Buildings and improvements. Such special form insurance policies will be maintained with good and solvent insurance companies authorized to do business in the State of Utah and having a rating by Best's Insurance Reports of not less than A-VII.

6.2 Parking Garage Property Insurance.

Office Owner shall also maintain in full force and effect at all times during the Term commercial "all-risk" property insurance written on a replacement cost basis (without deduction for depreciation) in an amount equal to one hundred percent (100%) of the full replacement value of the Parking Garage and all Parking Areas, issued by a carrier or carriers that comply with Section 6.1 *above*.

6.3 Certificates.

(a) Each Owner will, upon request thereof from any other Owner, furnish, or cause to be furnished, to the party making such request certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Article.

(b) To the extent that the same does not invalidate any insurance coverage obtained by an Owner, each Owner for itself and, to the extent it is legally possible for it to do so on behalf of its insurer and without affecting the coverage required to be maintained hereunder, hereby releases and waives any claim that it might have against any other Owner for Losses (defined below) which would be covered by any of the insurance required to be carried under this Article whether or not such insurance is actually being maintained. Said mutual waivers will be in addition to, and not in limitation or derogation of, any other waiver or release regarding any Losses to the said property of any Owner. No Owner shall be liable to any other Owner for such covered Losses, irrespective of any negligence on the part of such Owner which may have contributed to such Losses. The provisions of this Section are intended to restrict each Owner and each Permittee (to the extent permitted by law) to recover against insurance carriers to the extent of such coverage, and to waive fully, and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. Inasmuch as the said mutual waivers will preclude the assignment of any such claim by way of subrogation (or otherwise) to an insurance company (or any other Person) each Owner will give to each insurance company which has issued to it policies of special form insurance, written notice of the terms of said mutual waivers and shall, to the extent such insurance endorsement is available, obtain or cause to be obtained, for the benefit of the other Owners, a waiver of any right of subrogation which the insurer of such Owner might acquire against any other Owner by virtue of the payment of any loss covered by such insurance. In the event any Owner is by law, statute or governmental regulation unable to obtain a waiver of the right of subrogation for the benefit of each other Owner, then, during any period of time when such waiver is unobtainable, said Owner shall be deemed not to have released any subrogated claim of its insurance carrier against the other Owners, and during the same period of time each Owner shall be deemed not to have released the other Owner who has been unable to obtain such waiver from any claims they or their insurance carriers may assert which otherwise would have been released pursuant to this Section. In the event that any Owner is unable to obtain such waiver of the right of subrogation for the benefit of any other Owners, such Owner shall, within thirty (30) days of receiving notice of such inability, give each other Owner written notice of such inability. All such insurance maintained pursuant to this Article will provide that such insurance will not be canceled or amended without ten days' prior written notice to the other Owners.

(c) If any Owner fails to maintain any of the insurance required to be maintained by such Owner pursuant to this Declaration, then any other Owner will have the right to give the defaulting Owner written notice of such default specifying the particulars thereof. The Owner receiving such a notice will have a period of ten days in which to cure such default. If the defaulting Owner does not cure such default within the ten-day period, the Owner(s) giving the notice of default may do so and the curing Owner may then bill the defaulting Owner for the expense incurred, which amount will bear interest at the Default Rate. If the defaulting Owner does not pay the bill within ten days, then the Owner(s) may seek all remedies against the defaulting Owner available at law or in equity.

6.4 Indemnification.

Each Owner and HCT (“**Indemnitor**”) covenants and agrees to defend, protect, indemnify and hold harmless each other (“**Indemnitee**”) from and against all claims, including any action or proceedings brought thereon, and all costs, losses, expenses and liability (including reasonable attorney’s fees actually incurred and cost of suit)(collectively, “**Losses**”) arising from or as a result of the negligent acts or omissions or willful misconduct of the Indemnitor or its contractors, agents or other authorized representatives in exercise of the easements or other rights or in the performance of its obligations provided by this Agreement or the negligence or willful misconduct by Indemnitor or its contractors, agents or other authorized representatives in the use of any such easements or rights, except to the extent such Losses (i) result from the negligence or willful act or omission of the Indemnitees or their contractors, agents or other authorized representatives, and/or (ii) are mutually released under Section 6.2, but only to the extent of such release, and/or (iii) are covered by the insurance required to be maintained under this Agreement and all rights of subrogation related thereto have been waived. The provisions of this Section shall survive the expiration or sooner termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination. Notwithstanding anything in this Section 6.4 to the contrary, the City and HCT, each only in respect to its own acts or omissions, or the acts or omissions of their respective Permittees, hereby covenants and agrees to defend, protect, indemnify and hold harmless MACU from any and all Losses arising from or as a result of any acts or omissions of the City or HCT or their respective Permittees, as applicable, in its use or its respective Permittees’ use of the Access Areas and Parking Areas, except to the extent such Losses (i) result from the negligence or willful act or omission of MACU or its contractors, agents or other authorized representatives, and/or (ii) are mutually released under Section 6.3, but only to the extent of such release, and/or (iii) are covered by the insurance required to be maintained under this Agreement and all rights of subrogation related thereto have been waived.

Article 7 MANAGEMENT

Subject to Section 5.7, each of the Owners may elect, as determined in an Owner’s sole discretion, to have the Common Areas maintained by a single Owner or a separate property manager and the terms of such management, including the allocation of costs between the Owners, shall be set forth in a written agreement among the Owners.

Article 8 CASUALTY

8.1 Damage to Buildings and Other Improvements.

If any Building or other improvement on a Parcel is damaged or destroyed by any casualty, the Owner upon whose Parcel such Building and/or improvement is/was located will promptly (a) repair and/or reconstruct such Building or improvement in accordance with the applicable provisions of this Declaration, or (b) remove the debris from the Parcel and keep the affected portions of the Parcel neat, orderly, and well maintained and covered, until subsequently improved or constructed upon.

8.2 Damage to Common Areas.

Upon any damage or destruction to the portion of a Servient Estate which is subject to an easement granted hereunder then the Owner upon whose Parcel such damage or destruction occurred, at its sole cost and expense, will promptly after the occurrence of the event of damage or destruction, restore, repair or rebuild such damaged or destroyed Common Areas. Unless the work of restoration, repair, rebuilding or improvement is carried out pursuant to the original plans and specifications for the construction of the Common Areas, the plans or specifications for such work will be subject to the prior written approval of the Owners. Each affected Owner will use all due diligence to complete such restoration and repair of the Common Areas as expeditiously as possible so that the same may be available for use as part of the Parcel with as little delay and as little disruption as circumstances permit.

8.3 Damage to Joint Common Areas.

Upon any damage or destruction to the portion of the Joint Common Areas, then the Owner of the Office Parcel, subject to reimbursement by the Owner of the Theater Parcel of a portion of the costs of such repair as required by Section 5.7 hereof, will promptly after the occurrence of the event of damage repair and/or reconstruct such Joint Common Areas in accordance with the applicable provisions of this Declaration, and, in the case of the Parking Areas on the Office Parcel, at least to the extent necessary to provide the Required Parking Stalls.

Article 9 GENERAL PROVISIONS

9.1 Injunctive Relief.

Nothing herein shall limit a Required Consenting Owner's right to seek and obtain injunctive or other relief not involving payment of money damages, which right shall be in addition to any and all other rights or remedies allowed under this Declaration or at law or in equity.

9.2 Successors and Assigns.

This Declaration and the restrictions, easements, covenants, benefits and obligations created hereby will inure to the benefit of and be binding upon the Owners and their successors, transferees and assigns; provided, however, that, if any Owner transfers all of its interest in its Parcel, the transferee thereof will automatically be deemed to have assumed and agreed to be bound by the covenants and agreements herein contained, and the transferor will thereupon be released and discharged from any and all obligations under this Declaration accruing after the date of sale.

9.3 Runs With the Land

Office Owner and the City do hereby fix and establish the easements, covenants, conditions, and restrictions subject to which all of the Project, or any part thereof, will be improved, held, leased, sold and/or conveyed. It is the intent of this Declaration that each and all

of the easements, covenants, conditions and restrictions set forth in this Declaration are for the mutual benefit of the Parcels and every portion of each thereof (except to the extent otherwise stated herein). Subject to Section 9.8 below, the covenants, conditions and restrictions contained in this Declaration will run with the land and be binding upon each of the parties to this Declaration (and upon all Persons claiming under them) and will apply to and bind the respective successors in interest to each of the Parcels and every portion of each thereof, for the benefit of each of the other Parcels and every portion of each thereof, unless all Owners owning all of the Parcels otherwise elect in a writing recorded with the Salt Lake County Recorder. Each and all of the easements, covenants, conditions, restrictions, liens and charges set forth in this Declaration are imposed on each portion of and interest in each of the Parcels as mutual equitable servitudes in favor of each and all other portions of and interests in the Parcels (except to the extent otherwise stated herein).

9.4 No Dedication to Public.

Except with respect to the Plaza Parcel as provided in Section 4.1, nothing herein contained will be deemed to be a gift or dedication of any portion of the Parcel to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Owners that this Declaration will be strictly limited to and for the purposes herein expressed.

9.5 No Cancellation.

No breach of this Declaration will entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation will not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration.

9.6 Survival.

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

9.7 No Merger.

The ownership of the entire Project by the same party will not affect the termination of this Declaration.

9.8 Mortgagee Protection.

Breach of any of the covenants or restrictions contained in this Declaration will not defeat or render invalid the lien of any Mortgage, but all such covenants and restrictions, subject to the proviso and other qualifications set forth below, shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise; provided, however, that any purchaser or acquirer at such foreclosure sale or in respect of a conveyance in lieu thereof shall only be liable for obligations as an Owner which accrue under this Agreement from and after the date of its acquisition of title. A Mortgagee (or any of its affiliates designated by a Mortgagee) which acquires title to a Parcel by foreclosure, deed in lieu of foreclosure, or otherwise, shall not be liable for any obligations that first accrue

under this Agreement after such Mortgagee (or designee) transfers title to another Person. Nothing in this Section 9.8 shall be construed to limit or affect the continuing liability of the Owner of a Parcel for obligations and liabilities arising prior to the date the purchaser or Mortgagee acquires title to the Parcel by foreclosure, deed in lieu of foreclosure, or otherwise.

9.9 Remedies.

Any Owner may prosecute any proceedings at law or in equity against any Person violating or attempting to violate any of the agreements, covenants, conditions and restrictions herein, to prevent it from so doing and/or to recover damages from or on account of such violation. All costs and expenses of any such suit or proceedings, including attorneys' fees, as well as any judgment thereof, will be assessed against the losing party. All remedies set forth herein or otherwise available at law or equity will be cumulative.

9.10 No Third-Party Beneficiary.

Except for provisions in this Declaration which are for the benefit of Mortgagees and HCT, no rights, privileges or immunities set forth herein will inure to the benefit of any customer, employee, guest, licensee or invitee of any Owner, tenant or occupant of any portion of the Parcel, including any Permittees, nor will any customer, employee, guest, licensee or invitee of such Owner, tenant or occupant (including any Permittees) be deemed to be a third-party beneficiary of any of the provisions contained herein.

9.11 Condemnation.

In the event of condemnation (or sale under threat of condemnation) by any duly constituted authority for a public or quasi-public use of all or any part of the Parcel, that portion of the award attributable to the value of the interest in the Parcel so taken will be payable to the Owner of such Parcel and no claim thereon will be made by any other Owner of any part of the Parcel; provided, however, that the other Owners may file collateral claims with the condemning authority over and above the value of the interest to be taken, provided no such collateral claim will reduce the award to the Owner of the condemned Parcel; provided further, however, that, subject to the provisions of Section 5.7, the Owner of any portion of the Parcel to be taken will, properly repair and restore the remaining portion of the Parcel owned by such Owner as nearly as practicable to its condition immediately prior to the condemnation without, except as provided in Section 5.7, contribution from any other Owner.

9.12 Captions.

The captions heading the various Articles and Sections of this Declaration are for convenience and identification only, and will not be deemed to limit or define the contents of their respective sections.

9.13 Assignment.

Except as otherwise expressly set forth herein, no Owner will have the right to assign all or any portion of its rights, benefits, duties or obligations under this Declaration except in connection with a transfer or conveyance by such Owner of its interest in the Parcel (and any

conveyance made by Mortgage or other security instrument as security for any obligation or indebtedness will not be deemed to be a transfer or conveyance within the meaning of the foregoing).

9.14 Notices.

(a) Any notice, demand, request or other communication required or permitted to be given by an Owner, occupant or tenant of the Project to another Owner, occupant or tenant hereunder will be in writing, signed by the party giving the notice, and will be given by delivering the same in person, by a recognized overnight courier service which maintains delivery records (such as Federal Express) or by depositing the same in the United States mail, registered or certified, return receipt requested, first class postage, and postage prepaid. All notices will be sent to the respective mailing addresses of the parties hereto at the following addresses, until such addresses are changed as hereinafter provided:

To Office Owner: Mountain America Federal Credit Union
7181 S Campus View Dr.
West Jordan, UT 84084
Attn: Corporate Real Estate - Chris Tapia

To the City: Sandy City Economic Development Director
10000 South Centennial Parkway
Sandy, Utah 84070

With a copy to: Sandy City Attorney
10000 South Centennial Parkway
Sandy, Utah 84070

And with a copy to: (Before opening of the Theater)

Hale Center Theater
3333 S. Decker Lake Drive
West Valley City, Utah 84119
Attention: Chief Executive Officer

(After opening of the Theater)

Hale Center Theater
9886 S. Monroe Street
Sandy, Utah 84070
Attention: Chief Executive Officer

(b) To any other Owner or its Mortgagee: At such address as such Owner or Mortgagee will designate in writing to the other Owner, or at such Owner's address in the Project if such Owner will fail to designate in writing another address to the other Owners.

(c) Any Owner may change its mailing address at any time by giving written notice of such change to the other Owners in the manner provided herein at least ten days prior to the date such change is effective. Personal service and service by recognized overnight courier service will be deemed to be complete upon receipt and service by mail will be deemed complete two (2) business days following deposit of said notice in the United States mail.

9.15 Estoppel Certificates.

Each Owner will deliver to any other Owner, without charge, within 15 days after request therefor, a written statement setting forth that, to the best of such Owner's knowledge, the requesting Owner is not in default in the performance of any of its obligations under this Declaration (or, if in default, setting forth the nature of such default) and such other information as is customarily required by purchasers and lenders.

9.16 Subdivision.

Each Owner will have the right to subdivide its Parcel. Upon such subdivision, each portion of such subdivided Parcel will be a separate Parcel, and each such separate parcel shall continue to be bound by the obligations of this Declaration.

9.17 Jurisdiction.

Any matter arising between or among the Owners will be governed by and determined in accordance with the laws of the State of Utah.

9.18 Other Agreements.

Nothing contained in this Declaration will be construed as a limitation on an Owner's right to enter into any supplemental agreement with the grantee or lessee of any Parcel (or portion thereof) on terms and conditions more favorable to such Owner or otherwise different than those contained herein; provided, however, except as provided to the contrary in this Declaration, any such agreement will be subordinate to this Declaration.

9.19 Non-Discrimination.

There will be no discrimination against or segregation of any person, or group of persons on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land of the Parcels, nor will the transferee of any interest in the Parcels or any person claiming under or through such transferee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land of the Parcels.

9.20 Amendment.

Any amendment, termination, or other modification to this Declaration, shall, except as otherwise expressly set forth herein, require the consent of each of the Required Consenting Owners.

9.21 No Waiver of Governmental Rights and Obligations.

No covenants, agreements, consents or approvals given by City under this Declaration shall constitute a consent or approval by City in its governmental capacity or a waiver by City of any of its rights or obligations in its governmental capacity. Notwithstanding anything in this Agreement to the contrary, the City hereby reserves all, and does not waive any, of its rights, privileges and immunities as provided under the Governmental Immunity Act of Utah, Title 63G, Chapter 7, of the Utah Code Ann. (as amended or replaced from time to time) and any other similar applicable law.

9.22 Entire Agreement; Modifications; No Waiver.

Except as expressly provided herein, this document contains the entire agreement of the parties, and no prior or contemporaneous agreement, promise or understanding shall be of any force or effect except as contained herein. This Declaration may not be modified except by a writing signed by all parties hereto. Any waiver by any party hereto of any breach of any kind or character whatsoever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Declaration on the part of the other party.

9.23 Cumulative Rights, Exhibits, Headings.

The several rights and remedies of each of the parties under law shall be construed as cumulative; and none of the rights granted hereunder shall be considered to be in lieu of or in limitation of any other right, claim, remedy or priority allowed by law. All exhibits to this Declaration shall be deemed part of this Declaration and incorporated herein as if fully set forth herein. The headings used in this Declaration are for convenience of reference only and the interpretation of this Declaration will be governed by the text only.

Signatures, Acknowledgments, and Exhibits Follow

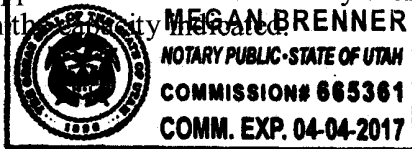
IN WITNESS WHEREOF, Office Owner and the City have executed this Declaration the day and year first above written.

OFFICE OWNER

MOUNTAIN AMERICA FEDERAL
CREDIT UNION

By: *Sterling Nielsen*
Name: Sterling Nielsen
Title: President/CEO

In the State of Utah, County of Salt Lake, on this 16
day of November, 2016, Sterling Nielsen, the signer of the foregoing,
personally appeared before me and duly acknowledged to me that he executed the same for the
entity and in the capacity indicated.



Megan Brenner
NOTARY PUBLIC

CITY:

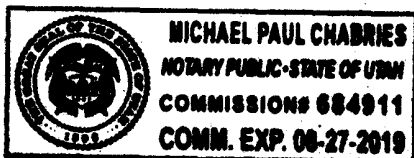
SANDY CITY, UTAH, a Utah municipal
corporation

ATTEST:

City Recorder

By: *Byron Dale Jorgensen*
Byron Dale Jorgensen, Mayor
Tom Dolan, CEO

In the State of UTAH, County of SALT LAKE, on this 16th
day of November, 2016, Byron Dale Jorgensen, the signer of the foregoing,
personally appeared before me and duly acknowledged to me that he executed the same for the
entity and in the capacity indicated.



Michael P Chabries
NOTARY PUBLIC

*Signature Page to Declaration and Establishment of Protective Covenants,
Conditions and Restrictions and Grant of Easements*

**LIMITED JOINDER TO
DECLARATION AND ESTABLISHMENT OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS**

THIS LIMITED JOINDER is attached to and forms part of that certain Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements, dated the 16th day of November, 2016, by Mountain America Federal Credit Union, and Sandy City, Utah, a Utah municipal corporation (the "Declaration"). All of the capitalized terms that are used in this Limited Joinder shall have the meanings that are set forth for such terms in the Declaration.

The undersigned joins in the Declaration for the limited purpose of agreeing during the term of the HCT Lease, to assume and perform (1) all of the obligations of City as Owner of the Theater Parcel (but not as Owner of the Plaza Parcel), including without limitation all payment and performance obligations, under the Declaration but excluding any of the City's indemnification obligations set forth in Section 6.4; and (2) HCT's obligations as expressly set forth in Section 6.4.

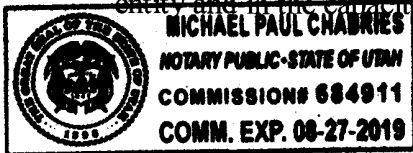
The undersigned acknowledges the following: (1) that the Declaration is consistent with the HCT Lease; (2) the Declaration fulfills the parking requirements described in the HCT Lease and constitutes a Future Parking Agreement; (3) the Theater Sign described in the Declaration is the Marquee Sign referenced in the HCT Lease; (4) fulfillment of the requirements in the Declaration with respect to the Theater Sign will also act as fulfillment of all requirements with respect to the Marquee Sign described in the HCT Lease; and (5) all of the City's obligations and representations with respect to access and easements set forth in the HCT Lease are fulfilled by the recording of the Declaration. In the event of any conflict between the Declaration and the HCT Lease, the undersigned acknowledges that the Declaration controls and shall act as an amendment to the HCT Lease.

IN WITNESS WHEREOF, the undersigned, by and through its duly authorized and appointed officers, has caused this Limited Joinder to be executed and delivered as of the 16th day of NOVEMBER, 2016.

HALE CENTRE THEATRE,
a Utah nonprofit corporation

By: [Signature]
Printed Name: MARK A. DIETLEIN
Title: PRES / CEO

In the State of UTAH, County of SALT LAKE, on this 16th day of NOVEMBER, 2016, Mark A. Dietlein, the signer of the foregoing, personally appeared before me and duly acknowledged to me that he executed the same for the entity and in the capacity indicated.



Michael P Chabries
NOTARY PUBLIC

*Signature Page to Declaration and Establishment of Protective Covenants,
Conditions and Restrictions and Grant of Easements*

Exhibit A

Legal Description of the Office Parcel

Lot 1, Sandy Gardner Office Park according to the official plat thereof, dated July 9, 2015, and recorded on July 13, 2015, as Entry No. 12089960 in Book 2015P at Page 160, in the Office of the Salt Lake County Recorder.

Tax Parcel Id [27-12-402-033]

Exhibit B

Legal Description of Plaza Parcel

Lot 2, Sandy Gardner Office Park according to the official plat thereof, dated July 9, 2015, and recorded on July 13, 2015, as Entry No. 12089960 in Book 2015P at Page 160, in the Office of the Salt Lake County Recorder.

Tax Parcel Id [27-12-402-035]

Exhibit C

Legal Description of Theater Parcel

Lot 3, Sandy Gardner Office Park according to the official plat thereof, dated July 9, 2015, and recorded on July 13, 2015, as Entry No. 12089960 in Book 2015P at Page 160, in the Office of the Salt Lake County Recorder.

Tax Parcel Id [27-12-402-034]

Exhibit D
Site Plan
(see attached)

*Exhibit D to Declaration and Establishment of Protective Covenants,
Conditions and Restrictions and Grant of Easements)*

11/16/16
 [Signature]
 11/16/16
 [Signature]

WRNS STUDIO
 400 BLOOR STREET, SUITE 100
 SAN FRANCISCO, CA 94107
 (415) 398-8100 FAX
 WWW.WRNSSTUDIO.COM



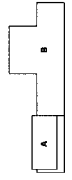
LEGEND

- FIRE DEPARTMENT CONNECTION
- EXTENDED FIRE HYDRANT
- FIRE HYDRANT
- BACKFLOW PREVENTER
- FIRE ENGINE PUMP UP SURVEY
- FIRE ENGINE ACCESS PATH
- FIRE HOSE LENGTH
- FIRE CONTROL ROOM ACCESS
- BUILDING ENTRANCES AND ALL PUBLIC ENTRANCES TO BE ACCESSIBLE (BY 10%)
- ACCESSIBLE PATH OF TRAVEL

TITLE: FIRE ACCESS PLAN
 DATE: 11/16/16
 DRAWN BY: [Signature]

REVISION: 1
 DATE: 11/16/16

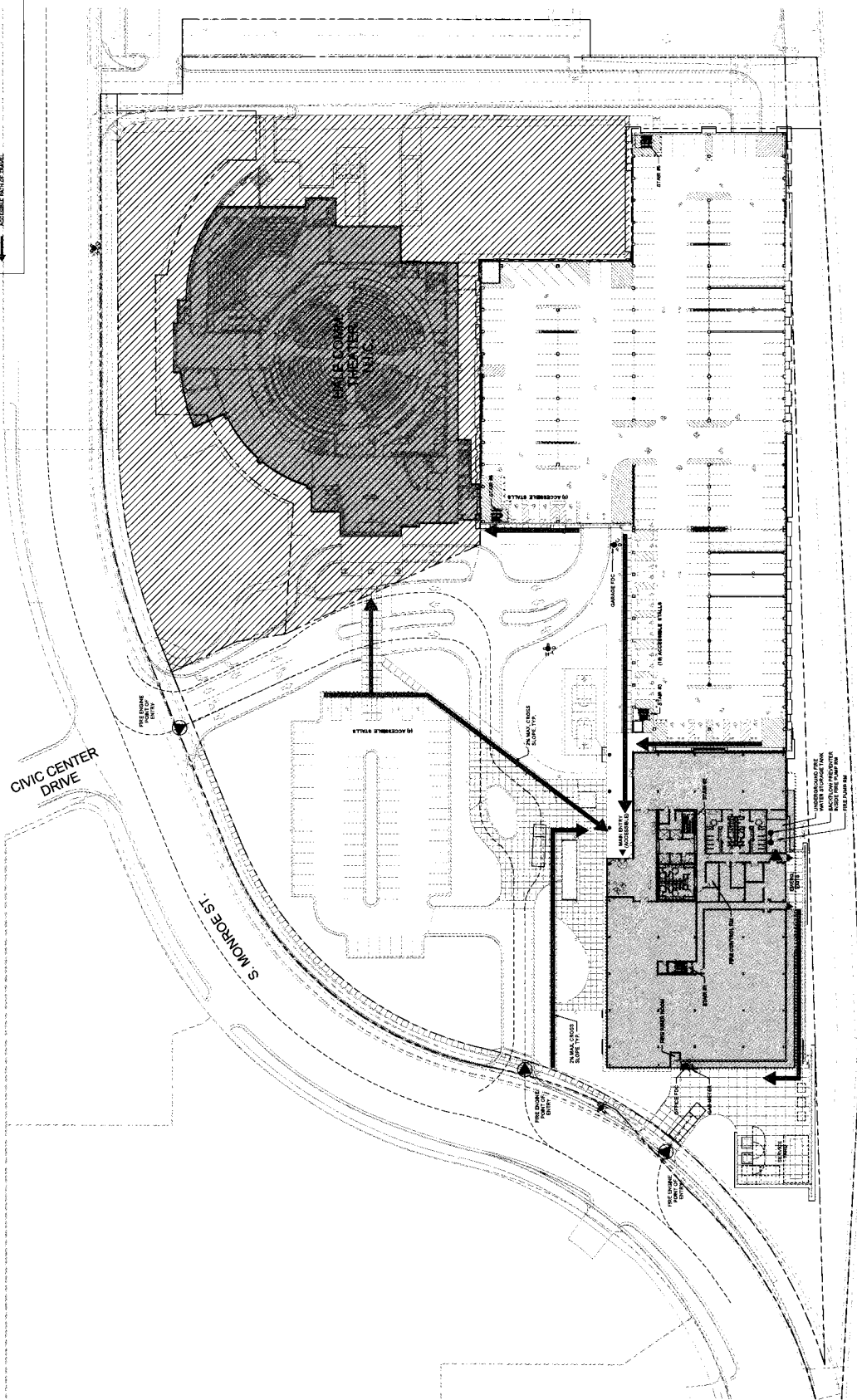
SANDY DEVELOPMENT
 1000 S. MONROE STREET
 SAN FRANCISCO, CA 94107



PROJECT NO.: 1000
 DATE: 11/16/16
 SCALE: 1/8" = 1'-0"

SITE PLAN - FIRE ACCESS AND ACCESSIBLE PATH OF TRAVEL

SHEET NO.: G-101



1 FIRE ACCESS PLAN
 1/8" = 1'-0"

I-15

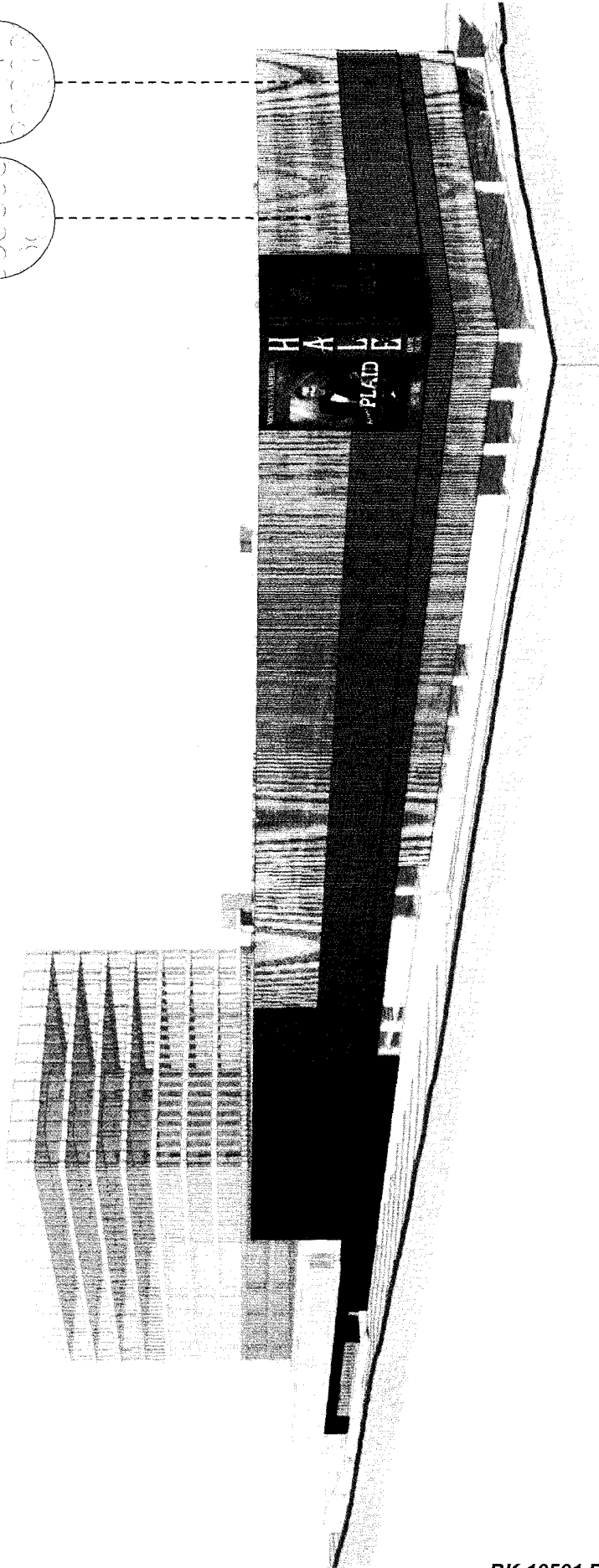
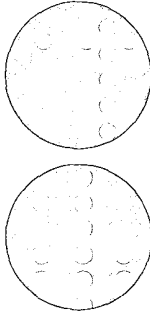
Exhibit E
Design Criteria for Theater Sign
(see attached)

*Exhibit E to Declaration and Establishment of Protective Covenants,
Conditions and Restrictions and Grant of Easements)*

GARAGE SCREENING - OPTION 1
FREEWAY FACADE

50,967 SF
TOTAL SCREEN AREA

30% OPEN AREA 23% OPEN AREA



[Signature] 11/16/16
[Signature] 11/16/16