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Gary W. Ott
Recorder, Salt Lake County, UT
KIRTON & MCCONKIE
BY: eCASH, DEPUTY - EF 32 P.

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (this “**Declaration**”) is made this 6th day of March, 2017, by MING YANG LEE, a/k/a JACK LEE or his assignee or nominee (“**Declarant**”), in contemplation of the following facts and circumstances:

RECITALS

A. Declarant is the fee simple owner of certain real property located in Taylorsville, Salt Lake County, Utah, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the “**Property**”).

B. DH 1 Henderson LLC, a California limited liability company (“**DH 1**”), previously acquired an interest in Parcel 5, which parcel is a portion of the Property, as evidenced by that certain Warranty Deed dated February 13, 2017, recorded February 15, 2017, as Entry No. 12477198, in Book 10530, at Page 135, in the Official Records of the Salt Lake County Recorder.

C. Global New Millennium Partners, LTD., a Texas limited partnership (“**Global Partners**”), previously acquired fee title to Parcel 4, which parcel is a portion of the Property, as evidenced by that certain Special Warranty Deed dated on or about October 28, 2016, recorded November 1, 2016, at Entry No. 12403218, in Book 10495, at Page 1850, in the Official Records of the Salt Lake County Recorder.

C. Declarant desires to adopt this Declaration to establish certain covenants, conditions, restrictions, rules, agreements, provisions, easements, constraints, and limitations with respect to the ownership, construction, use, management, and operation of the Project as more fully set forth herein (collectively, the “**Covenants, Conditions and Restrictions**”), which Covenants, Conditions and Restrictions are intended for the benefit of Declarant, each Owner, and the protection and preservation of the value of each Parcel, the Project as a whole, and any and all Improvements constructed or placed thereon.

D. Global Partners, as a condition to its purchase of Parcel 4, and DH 1 as a condition to its purchase of an interest in Parcel 5, consented to Declarant recording this Declaration against the Property, to enable Declarant to impose covenants, conditions, and restrictions upon the Property.

DECLARATIONS AND AGREEMENTS

NOW, THEREFORE, Declarant does hereby declare the following:

1. **Definitions.** Unless the context clearly indicates otherwise, certain terms used in this Declaration shall have the meanings set forth in this Section 1.

1.1. **“20’ Wide Drainage Easement”** shall mean the Easement described in Section 3.3.3 and identified on Exhibit C, attached hereto and incorporated herein by this reference

1.2. **“Building”** shall mean any structure built on any portion of the Project for permanent use, including, but not limited to, buildings and parking structures.

1.3. **“County”** shall mean Salt Lake County, in the State of Utah.

1.4. **“Covenants, Conditions and Restrictions”** shall mean the covenants, conditions, restrictions, rules, agreements, provisions, easements, constraints, and limitations described in Recital B.

1.5. **“Cross Access and Parking Easement”** shall mean the Easement described in Section 3.2.

1.6. **“Curing Owner”** shall mean an Owner with rights to cure a Monetary Default as described in Section 5.3.2.

1.7. **“Declarant”** shall mean Ming Yang Lee, a/k/a Jack Lee or his assignee or nominee.

1.8. **“Declaration”** shall mean this Declaration of Covenants, Conditions, Restrictions and Easements.

1.9. **“Delinquent Owner”** shall mean an Owner in Monetary Default as described in Section 5.3.2.1.

1.10. **“DH 1”** shall mean DH 1 Henderson LLC, a California limited liability company, and its successors and assigns

1.11. **“Drainage Easement”** shall mean the Easement described in Section 3.3.1.

1.12. **“Easement” or “Easements”** shall mean any easement or, as the context shall require, all easements (i) granted pursuant to the provisions of this Declaration, (ii) to which the Property is subject pursuant to documents which have been or will be recorded with

the Salt Lake County Recorder, State of Utah, including, without limitation, the IHC Easement, or (iii) currently existing or affecting all or any portion of the Project, whether or not recorded.

1.13. **“Exclusive Uses”** shall mean those certain use restrictions set forth in Exhibit H, attached hereto and incorporated herein by this reference.

1.14. **“Global Partners”** shall mean Global New Millennium Partners, LTD., a Texas limited partnership, and its successors and assigns.

1.15. **“Governmental Authority”** shall mean any federal, state, or local governmental or quasi-governmental agency(ies) or authority(ies) having applicable jurisdiction, including without limitation any local district(s), special services district(s), assessment district(s), special improvement district(s) (or similar organized unit(s)) created for the purpose of administering, financing, paying for, controlling, or overseeing all or any portion of any public amenities or facilities, and/or any other applicable subject matter.

1.16. **“IHC Easement”** shall mean that certain Right-of-Way and Easement Grant dated May 1, 1987, recorded May 7, 1987, in Book 5914, at Page 1769, Instrument No. 4452490, in the Official Records of the Salt County Recorder, as amended from time to time.

1.17. **“Improvements”** shall mean and include all Buildings, structures, signage and other improvements made or constructed upon any portion of the Project, and shall include, without limitation, all Buildings, driveways, sidewalks, trails, pathways, parking areas, parking structures, parking surfaces, curbing, gutters, Landscaping, retaining walls, signs, utilities, exterior lighting, street and lighting.

1.18. **“Landscaping”** shall mean lawn, ground cover, rock walls, retaining walls, flowers, bushes, shrubbery, trees and other similar landscaping features which may be complemented with, or include, earth berms, masonry or similar materials and the real property located thereunder, together with all sprinkling or other irrigation systems related thereto.

1.19. **“Main Drive Aisles”** shall mean the main drive aisles located on the Property as identified on Exhibit G, attached hereto and incorporated herein by this reference.

1.20. **“Main Drive Aisles Easement”** shall mean the Easement located on the Main Drive Aisles as identified on Exhibit G and described in Section 3.8.

1.21. **“Monetary Default”** shall mean the default by an Owner as described in Section 5.3.2.

1.22. **“Non-Monetary Default”** shall mean the default by an Owner as described in Section 5.3.1.

1.23. **“Occupant”** shall mean any party, whether such party shall be an individual, corporation, limited liability company, joint venture, partnership, or other group, entity or association which has purchased, leased, rented or otherwise acquired the right to occupy and/or use any Parcel, Building or portion thereof, whether or not such right is exercised.

1.24. **“Owner”** shall mean any party, including Declarant, whether such party shall be an individual, corporation, limited liability company, joint venture, partnership, entity or association, which holds in fee title, the rights and incidents of ownership of real property in the State of Utah as to a Parcel within the Project as evidenced in the official records of Salt Lake County, State of Utah. The term “Owner” shall not refer to any party that shall have such interest solely as security for performance of any obligation, including a deed of trust or mortgage.

1.25. **“Parcel”** shall mean each portion of the Project described on Exhibit A and depicted on Exhibit B, attached hereto and incorporated herein by this reference, which may be separately transferred or conveyed under the laws of the State of Utah.

1.26. **“Parcel 2 Sign”** shall mean the sign described in Section 3.4.1.

1.27. **“Parcel 2 Sign Easement”** shall mean the Easement described in Section 3.4.1 and identified on Exhibit D, attached hereto and incorporated herein by this reference.

1.28. **“Parcel 3 Drainage Easement”** shall mean the Easement described in Section 3.3.2 and identified on Exhibit C, attached hereto and incorporated herein by this reference.

1.29. **“Project”** shall mean the Property, together with the Improvements and the Landscaping which are now located upon or may in the future be located upon the Property.

1.30. **“Project Sign 1”** shall mean the sign described in Section 3.4.2.1.

1.31. **“Project Sign 2”** shall mean the sign described in Section 3.4.2.2.

1.32. **“Project Sign Easement 1”** shall mean the Easement described in Section 3.4.2.1 and identified on Exhibit D, attached hereto and incorporated herein by this reference.

1.33. **“Project Sign Easement 2”** shall mean the Easement described in Section 3.4.2.2 and identified on Exhibit D, attached hereto and incorporated herein by this reference.

1.34. **“Property”** shall mean the real property described in Recital A, less any portion thereof that shall be transferred, conveyed, granted, deeded or otherwise dedicated to the County and/or any Governmental Authority for public use.

1.35. **“Public Utilities”** shall mean the utilities described in Section 3.10.

1.36. "**Sewer Easement**" shall mean the Easement described in Section 3.5 and identified on Exhibit F, attached hereto and incorporated herein by this reference.

1.37. "**Sign Easements**" shall mean the Easements described in Section 3.4.

1.38. "**Temporary Construction Easement**" shall mean the Easement described in Section 3.9.

2. **Submission.**

2.1. Declaration. Declarant hereby declares that the Property and any and all Improvements that shall at any time be located upon any portion of the Property shall be held, sold, conveyed, transferred, designed, constructed, operated, used, maintained, leased, subleased and occupied subject to the Covenants, Conditions, and Restrictions, together with all other terms and provisions, set forth in this Declaration, which are for the purpose of (among other things) establishing mutual easements, covenants and restrictions to provide for the common management and operation of certain portions of the Project, to place certain use restrictions and/or limitations on the Property and to protect and preserve the value of the Project.

2.2. Covenants to Run With Land. This Declaration and all of the Covenants, Conditions, and Restrictions and other provisions contained herein are intended to be, and shall constitute covenants which shall run with the land and which shall be binding upon and shall inure to the benefit of Declarant, each respective Owner and Occupant, and any other party which has or may acquire any interest in or to any portion of the Project and each respective grantee, transferee, heir, devisee, personal representative and successor and assign thereof. Any party which may acquire an interest in any portion of the Project, or which may occupy any portion of the Project, shall be deemed to consent and agree to be bound by the Declaration and all of the Covenants, Conditions, and Restrictions and other terms and provisions herein contained.

3. **Easements.**

3.1. General. The Property and any portion of the Property which is sold as a separate Parcel shall be conveyed and owned subject to and together with the Easements recited in this Declaration, whether or not such Easements are specifically set forth in the document of conveyance. In each instance the physical location of an Easement may, in some circumstances, be located in the same place and the use thereof may be shared with other Easements similarly located and in each such instance the rights and privileges associated with each such Easement shall be interpreted separately, but the use shall be deemed to be non-exclusive with any other Easement similarly located. Except as may be specifically set forth elsewhere in this Declaration, no Easement may be amended, extinguished or otherwise modified in any manner by an amendment to this Declaration without the express written approval of the Owner of the Parcel which shall be benefitted or intended to be benefitted by the existence of such Easement. It is expressly agreed that any and all Easements granted pursuant to this Declaration shall survive any termination, expiration or other cessation of this Declaration and shall be extinguished only

upon the execution and delivery of a separate, written termination executed by the party legally entitled to terminate the Easement intended to be terminated.

3.2. Cross Access and Cross Parking Easements. There is hereby granted to each Owner a perpetual, non-exclusive Easement on, over and across the driveways, access drive aisles and parking areas located on each Parcel, including, without limitation, the Main Drive Aisles, for the purpose of vehicular parking and vehicular and pedestrian ingress and egress from the public rights of way via all current access points to each respective Parcel (the “**Cross Access and Cross Parking Easement**”).

3.3. Drainage Easements. The following drainage easements are granted:

3.3.1. Drainage Easement Generally. There is hereby granted to each Owner a perpetual, non-exclusive Easement on, over, across, under and through the other Parcels, for the purposes of: (i) storm drainage of their respective Parcel, and (ii) constructing, installing, operating, servicing, repairing, replacing and maintaining any and all storm drainage facilities and related appurtenances, as such storm drainage facilities may be required by any applicable Governmental Authority to drain such Parcel (the “**Drainage Easement**”).

3.3.2. Parcel 3 Drainage Easement. Parcel 4 Owner hereby grants to Parcel 3 Owner a perpetual, non-exclusive Easement on, over, across, under and through a portion of Parcel 4 identified and depicted on Exhibit C (the “**Parcel 3 Drainage Easement**”), for the purposes of: (i) storm drainage of Parcel 3, and (ii) constructing, installing, operating, servicing, repairing, replacing and maintaining any and all storm drainage facilities and related appurtenances, as such storm drainage facilities may be required by any applicable Governmental Authority, to drain Parcel 3.

3.3.3. 20' Wide Drainage Easement. Parcel 4 Owner hereby granted to each Owner a perpetual, non-exclusive Easement on, over, across, under and through a portion of Parcel 4 identified and depicted on Exhibit C (the “**20' Wide Drainage Easement**”), for the purposes of: (i) storm drainage of each Owner’s respective Parcel, and (ii) constructing, installing, operating, servicing, repairing, replacing and maintaining any and all storm drainage facilities and related appurtenances, as such storm drainage facilities may be required by any applicable Governmental Authority, to drain such Parcel.

3.4. Sign Easements. The following Sign Easements are hereby granted:

3.4.1. Parcel 2 Sign Easement. Parcel 1 Owner hereby grants to Parcel 2 Owner a perpetual, non-exclusive Easement on that certain portion of Parcel 1 identified on Exhibit D (the “**Parcel 2 Sign Easement**”), for the purpose of installing, constructing, servicing, replacing and maintaining one (1) sign, monument, obelisk or similar structures for the benefit of Parcel 2 (the “**Parcel 2 Sign**”). The Parcel 2 Sign Easement shall include an easement over and across the surface of Parcel 1 as shall be reasonably necessary for the construction, installation, servicing, replacement and maintenance of the Parcel 2 Sign. Parcel 2 Owner shall, at its sole cost and expense, maintain, inspect and repair the Parcel 2 Sign in good order and condition.

3.4.2. Project Sign Easements.

3.4.2.1. Project Sign Easement 1. Parcel 2 Owner hereby grants to Parcel 5 Owner a perpetual, non-exclusive Easement on that certain portion of Parcel 2 as identified on Exhibit E (the “**Project Sign Easement 1**”), for the purpose of constructing, installing, servicing, replacing and maintaining one (1) sign, monument, obelisk or similar structures for the benefit of the Project (the “**Project Sign 1**”). The Project Sign Easement 1 shall include an easement over and across the surface of Parcel 2, as shall be reasonably necessary for the construction, installation, servicing, replacement and maintenance of the Project Sign 1. Parcel 5 Owner shall maintain, inspect and repair the Project Sign 1 in good order and condition.

3.4.2.2. Project Sign Easement 2. Parcel 6 Owner hereby grants to Parcel 5 Owner a perpetual, non-exclusive Easement on that certain portion of Parcel 6 as identified on Exhibit E (the “**Project Sign Easement 2**”), for the purpose of constructing, installing, servicing, replacing and maintaining one (1) sign, monument, obelisk or similar structures for the benefit of the Project (the “**Project Sign 2**”). The Project Sign Easement 2 shall include an easement over and across the surface of Parcel 6, as shall be reasonably necessary for the construction, installation, servicing, replacement and maintenance of the Project Sign 2. Parcel 5 Owner shall maintain, inspect and repair the Project Sign 2 in good order and condition.

3.5. Sewer Easement. Parcel 4 Owner and Parcel 3 Owner, with regard to their respective parcels, each hereby grant to Parcel 5 a perpetual, non-exclusive Easement under and through that certain portion of Parcel 4 and Parcel 3 as identified on Exhibit F, for the purpose of constructing, installing, servicing, replacing and maintaining a sanitary sewer line for the benefit of Parcel 5 (the “**Sewer Easement**”). The Sewer Easement shall include an Easement on, over and across the surface of Parcel 4 and Parcel 3 as may be necessary to service and maintain such sanitary sewer line. In the event any utility company, quasi-utility company, public entity, agency or district, cable company or similar entity furnishing a service covered by this Sewer Easement requests a specific easement to be located within the Sewer Easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement, provided that such Easement shall be in compliance with the provisions of this Section 3.5.

3.6. Easement for Other Utilities. There is hereby granted to each Owner a perpetual, non-exclusive Easement under and through each Parcel for the purpose of (i) using and maintaining all existing lines and facilities (including, without limitation, utility, electrical, and irrigation lines and facilities) in their current location and (ii) installing, using, maintaining, repairing and replacing new utility lines and facilities to connect any Parcel to any utilities with adequate capacity located on any other Parcel.

3.7. Encroachment Easement. There is hereby granted to each Owner a perpetual, non-exclusive Easement for encroachments as between Parcels due to the placement or settling or shifting of any Improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions). This Easement extends to a distance of not more than two (2) feet, as measured from any point on the common boundary between each adjacent Parcel along a line perpendicular to such boundary at such point; provided, however, in no event

shall an Easement for encroachment exist if such encroachment occurred due to willful conduct on the part of the party responsible for the installation of such Improvements.

3.8. Main Drive Aisles Easement. Parcel 1 Owner, Parcel 2 Owner, Parcel 3 Owner, Parcel 4 Owner and Parcel 6 Owner hereby grant to Parcel 5 Owner a perpetual, non-exclusive Easement: (i) on, over and across those certain portions of their respective Parcels located within the Main Drive Aisles for the purpose of snow removal and maintenance of the Main Drive Aisles, and (ii) on, over, across, under and through those certain portions of their respective Parcels located within the Main Drive Aisles for the purpose of construction and maintenance of storm sewer improvements (collectively, the "**Main Drive Aisles Easement**").

3.9. Temporary Construction Easements. There is hereby granted to each Owner a temporary, non-exclusive construction easement on any undeveloped portion of Property, as reasonably required during construction of improvements on an adjacent Parcel (the "**Temporary Construction Easement**"). The Temporary Construction Easement for each Owner shall expire on the earlier to occur of: (i) an Owner constructing such improvements is issued a certificate of occupancy for their Parcel by the applicable Government Authority, or (ii) an Owner adjacent to such constructing Owner receives a grading or building permit for their Parcel by the applicable Government Authority.

3.10. Reservation. Each Owner hereby reserves the right to use any portion of their respective Parcel for any use not inconsistent with the other Owners' Easement rights as set forth in this Section 3.

3.11. No Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Project to or for the general public or for any public purpose whatsoever, it being the intention of the Declarant that this Declaration will be strictly limited to and for the purposes herein expressed. Notwithstanding the grant of the Easements, each Owner may be entitled to take whatever steps it deems reasonably necessary to protect and preserve the private ownership of its Parcel and to prevent same from being dedicated to the public use as a matter of law. An Easement granted herein to the County and/or a Governmental Authority shall be deemed granted to the County and/or the applicable Governmental Authority only, which may be used by its employees, agents, contractors and representatives in performance of their respective duties within the Project, and shall not be construed to be a grant to the public generally.

4. Development and Use Restrictions.

4.1. Development of Parcels. Each Owner shall be responsible for the construction of all Improvements which are constructed upon its Parcel. No Owner shall be responsible to contribute to the cost of the construction, reconstruction or repair of any Improvements located upon any other Parcel unless agreed upon in writing by such Owner or as otherwise set forth in this Declaration. Notwithstanding the foregoing, each Owner shall be responsible to pay its pro rata share of those costs set forth below in Section 4.6.

4.2. Construction of Improvements. Once commenced, construction, reconstruction or repair of all Improvements shall be diligently prosecuted to completion. The Owner of the Parcel on which Improvements are being constructed, reconstructed or repaired shall at all times keep the driveways and access drive aisles contiguous to the Parcel clean and free from any dirt, mud, dust, garbage, refuge, trash or other debris which might be occasioned by such activities; provided, however, that the Owner of the Parcel can locate construction equipment and material outside of its Parcel in an area designated prior to construction as a "Staging Area" that may be secured by the erection of a temporary security fence at its expense.

4.3. Maintenance of Improvements. Each Owner shall continuously maintain all Improvements located on their Parcel in a well-kept appearance of a first class retail center. Each Owner shall keep its Parcel free from rubbish, debris, fire hazards or any unsanitary, unsightly or offensive condition and to conduct such weed abatement, rubbish and debris removal and other maintenance to the extent required by applicable federal, state, and/or local laws, rules, regulations and ordinances. Each Owner shall be required, at its sole cost and expense, to maintain its Parcel in a clean, safe and orderly manner and to cause all weeds, rubbish and debris to be removed from its Parcel in accordance with the provisions of this Section 4.3. Each Owner shall be responsible for the exterior and interior maintenance of any and all Buildings and any and all Improvements, including sidewalks, parking lots, lighting, landscaping and driveways, located on said Owner's Parcel except as otherwise set forth in this Declaration. Without limiting the generality of the foregoing, each Owner shall be responsible for snow removal on their Parcel.

4.4. Construction and Maintenance of Main Drive Aisles. Parcel 5 Owner shall reconstruct the Main Drive Aisles and construct related storm sewer improvements in a first class manner. In addition, Parcel 5 Owner shall continuously maintain the Main Drive Aisles in a well-kept appearance of a first class retail center, and keep the Main Drive Aisles free from rubbish, debris, and to conduct weed abatement, rubbish and debris removal, snow removal and other maintenance to the extent required by applicable federal, state, and/or local laws. Parcel 5 Owner's maintenance obligations shall also include re-paving and striping the Main Drive Aisles, and maintaining and repairing the storm sewer improvements located in the Main Drive Aisles. In addition, Parcel 5 Owner shall keep the Main Drive Aisles in a clean, safe and orderly manner and to cause all weeds, rubbish, snow, and debris to be removed from the Main Drive Aisles in accordance with the provisions of this Section 4.4.

4.5. IHC Easement Maintenance Obligations. In addition to those maintenance and repair obligations set forth in this Section 4, Parcel 5 Owner shall also perform those maintenance and repair duties and obligations set forth in the IHC Easement

4.6. Payment of Shared Costs. Notwithstanding anything in Section 4.3, Section 4.4, and Section 4.5 to the contrary, each Owner shall be responsible for their share of the following costs:

4.6.1. Snow Removal and Maintenance of Main Drive Aisles. Each Owner shall pay their pro rata share, based on the total square footage of their Parcel compared to the total square footage of the Property, all costs and expenses to remove snow from the Main

Drive Aisles, maintain the Main Drive Aisles and maintain the storm sewer improvements located in the Main Drive Aisles.

4.6.2. Maintenance of Project Sign 1 and Project Sign 2. Each Owner shall pay their pro rata share, based on the total square footage of their sign on the Project Sign 1 compared to the total square footage of the Project Sign 1, all costs and expenses to maintain, repair and replace the Project Sign 1. Each Owner shall pay their pro rata share, based on the total square footage of their sign on the Project Sign 2 compared to the total square footage of the Project Sign 2, all costs and expenses to maintain, repair and replace the Project Sign 2.

4.6.3. IHC Easement Maintenance Costs. Each Owner shall pay their pro rata share, based on the total square footage of their parcel compared to the total square footage of the Property, all costs and expenses incurred by Parcel 5 Owner in performing those duties and obligations described in the IHC Easement.

4.6.4. Payment of Shared Costs. Parcel 5 Owner shall initially pay all such costs set forth above in this Section 4.6 and every other Owner shall each reimburse Parcel 5 Owner for their share of such costs as set forth above within thirty (30) days of receiving written notice thereof. If any Owner fails to reimburse Parcel 5 Owner as set forth above, Parcel 5 Owner shall have: (1) the right to remove the name of such non-paying Owner or its Occupant from the Project Sign 1 and Project Sign 2, (2) the right to charge such Owner interest at the Default Rate, (3) a lien on the Parcel of the defaulting Owner for such unpaid amounts plus interest at the Default Rate and other amounts as more fully set forth in Section 5.3.2, (4) any and all other rights and remedies provided at law or in equity for the collection of debts.

4.7. Permitted Use; Prohibited Uses. All Parcels shall be used exclusively for appropriate uses in compliance with all applicable zoning ordinances. Notwithstanding the foregoing, no part of the Project shall be used as for any of the following: (i) funeral parlor or mortuary; (ii) bingo, lotto or facility for gambling or off-track betting establishment; (iii) bailbond operations, flea market, massage parlor, "adult" book store, "adult" movie theater, stores selling or displaying pornographic material or other sexually oriented shops; (iv) night club, ballroom, dance hall, discotheque, so called "strip tease" or "gentleman's" club displaying male or female dancers or entertainers, cocktail lounge, bar or tavern (excepting therefrom full-service restaurants that include a bar within the restaurant), banquet facility and similar types of establishments; (v) auction, liquidation or fire sale business; (vi) industrial, assembly or manufacturing plant, warehousing or distribution facility (excepting therefrom retail use of Parcel wherein such use of a Parcel includes warehousing as an ancillary or incidental use) ; (vii) or the operation of a business that creates a public nuisance or is an unlawful use.

4.8. Exclusive Use Restrictions. Use of the Property is further restricted by the Exclusive Uses set forth on Exhibit H.

4.9. Furniture Sales Restriction. A prohibition against any use of any part of the Property or its improvements in aggregate size of more than 5,000 square feet where the use involves the sale of furniture, office furniture, home décor, appliances, electronics, mattresses, and/or floor coverings at first run retail, show room quality which prohibition shall run with the

Property for five (5) years from the date Declarant purchase the Property. By way of clarification, but not limitation, the operation of a home furniture, home electronics, home mattress, home flooring or home appliance retailer store such as, but not limited to, Ashley Furniture, Basset, Lay-Z-Boy, Norwalk, Rooms 2 Go, Thomasville, Furniture Row, Mattress Firm, Mattress Dealzz, Mattress Warehouse, Select Comfort, Best Buy, Fry's Electronics, Conns, or any of their successors or assigns, shall be prohibited under this Section 5. Notwithstanding the foregoing, the following types of retailers so long as their primary business is not home furniture, home electronics, home flooring, home mattresses, and home appliances and the other specific uses prohibited or limited in this Section 5, but may include ancillary sales of some or all of the product lines covered in this Section 5, are allowable at the Property and shall not be prohibited or limited to the maximum aggregate use of the 5,000 square feet of the Property for the prohibited uses described as part of this Section 5 above: (i) businesses whose sale of some or all of the product lines included in this Section 5 but in the aggregate, make up no more than the lesser of ten percent (10%) of the business' total annual gross sales arising from the Property, or that business's national gross sales; and (ii) Smith's Grocery Store, Fresh Market Grocery Store, Office Depot, Staples, Home Depot, Lowes, Expo, Orchard Supply Hardware, Sears, Kmart, Target, Shopko, Crate & Barrel, Williams & Sonoma, Steinmart, Gottchalks, Dillard's, Macy's, Kohl's, Pier 1, or Container Store.

4.10. Compliance with Law. No portion of the Project may be occupied for any use which is in violation of any applicable ordinances, laws and regulations of any Governmental Authority.

4.11. No Subdivision of Parcel. No Parcel shall be further subdivided without the prior written consent of Declarant for so long as Declarant owns any portion of the Property (in its sole discretion). Notwithstanding the foregoing, Declarant shall have the right, subject to applicable laws and ordinances but without the consent being required of any Owner, to relocate or otherwise reconfigure the boundary lines of any Parcel, to eliminate Parcels, to create new Parcels through the subdivision or reconfiguration of one or more existing Parcels and to otherwise design and develop the Parcels within Project as Declarant shall determine; provided, however, that such rights shall be applicable only to Parcels which shall be owned by Declarant at the time of such adjustments. Nothing contained herein shall be construed to grant Declarant the right to alter the boundary of any Parcel not owned by Declarant without the express written consent of the Owner of such Parcel.

4.12. Restriction During Wells Fargo Occupancy. So long as Wells Fargo Bank is the Occupant of Parcel 1, the Project shall not be used in such a manner that generally detracts from the general first-class retail nature of the Project including the following: pawn shop; outdoor circus, carnival or amusement park, or other recreation or entertainment facility; outdoor meetings; bowling alley; shooting gallery; any residential use, including living quarters, sleeping apartments or lodging rooms; auditorium, meeting hall, ballroom, school or other place of public assembly; unemployment agency, service or commission; video game or amusement arcade, except as an incidental part of another primary business; skating or roller rink; car wash; flea market; outdoor amusement facility; wholesale and/or distribution operation; sporting event or other sports facility; or massage parlor.

5. Rights, Duties and Obligations.

5.1. Indemnification. To the fullest extent permitted by applicable law, each Owner and their successors and assigns hereby agree to indemnify, defend and hold the other Owners harmless from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of: (i) the acts and omissions of such Owner and their agents, servants, employees, contractors, and/or invitees on the Project; and (ii) the use of any other Parcel by such Owner and their agents, servants, employees, contractors or invitees. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Declaration.

5.2. Insurance. Each Owner shall obtain and maintain a policy of general commercial liability insurance sufficient to insure their respective interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Property.

5.3. Enforcement.

5.3.1. Non-Monetary Default. If any default or breach of this Declaration of any non-monetary obligation (“**Non-Monetary Default**”) by any Owner is not remedied within thirty (30) days after notice thereof from another Owner, the non-defaulting Owner may reasonably enforce this Declaration (including, without limitation, any and all easements, covenants, conditions, restrictions, terms, provisions, rights and/or duties now or hereafter imposed in any of the foregoing) through any of the following methods: (i) bring a suit at law or in equity to enjoin any violation or to recover monetary damages or both, or (ii) perform the necessary action specified in the notice. If any owner opts to enforce this Declaration via self-help as set forth above in subsection (ii), the defaulting Owner shall reimburse the performing Owner for all costs and expenses incurred in performing the necessary action within sixty (60) days of receiving written notice thereof.

5.3.2. Monetary Default. If any default or breach of this Declaration of any monetary obligation, including, without limitation, the monetary obligations under Section 4.6, by any Owner (each, a “**Monetary Default**”) is not remedied within thirty (30) days after notice thereof from another Owner, the non-defaulting Owner (the “**Curing Owner**”) may reasonably enforce this Declaration as follows:

5.3.2.1. Notice of Claim of Lien. If there is a Monetary Default, any delinquent amounts, together with interest at the Default Rate, costs and attorneys’ fees incurred the Curing Owner in the collection of said delinquent amounts, shall be a lien against the Parcel of the defaulting Owner (the “**Delinquent Owner**”) in favor of the Curing Owner. To evidence such a lien, the Curing Owner may prepare and execute a written notice of lien setting forth the delinquent amounts, the name of the Delinquent Owner, a description of the Delinquent Owner’s Parcel, and any other information required by law, which may be recorded.

5.3.2.2. Foreclosure of Lien. To the fullest extent permitted under applicable law, (i) such lien may be enforced by sale or foreclosure (judicial or non-judicial) of the Delinquent Owner’s Parcel conducted in accordance with the provisions of law

applicable to the exercise of powers of sale or judicial foreclosure of deeds of trust or mortgages or in any other manner permitted by law, and (ii) the Curing Owner shall have the right to appoint and assign a trustee to the extent necessary or convenient for any foreclosure. In any such foreclosure, the Delinquent Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. Notwithstanding any language to the contrary herein, all acts regarding the liens, assessments and foreclosures as described above shall be taken in accordance with applicable law. In all events, the lease of any tenant on the Delinquent Owner's Parcel shall not be terminated by the foreclosure.

The failure by any Owner to enforce any provision, condition, term, limitation, restriction or prohibition set forth in the Declaration shall not be deemed a waiver of any rights whatsoever.

6. **Miscellaneous.**

6.1. **Notices.** Upon acquisition of title to a Parcel, each Owner shall provide written notice to the Parcel 5 Owner of such Owner's address for purposes of furnishing notices in connection with this Declaration. All notices shall be given to the Parcel 5 Owner at the following address:

Parcel 5 Owner: Ming Yang Lee, a/k/a Jack Lee
11855 Goshen Ave. #103
Los Angeles, CA 90049

With a Copy To: Kirton McConkie
Attn: Tyler Buswell
50 E. South Temple
Salt Lake City, Utah 84111

The Parcel 5 Owner shall maintain a record of the notice addresses furnished by the other Owners. The address provided by an Owner shall be used for any notice required to be given under this Declaration and if no such address shall have been provided, then the address used by Salt Lake County for the mailing of real property tax statements for such Parcel shall be used for such notice. All notices to be given pursuant to this Declaration shall be sufficient if given by personal service, by guaranteed overnight delivery service or by being mailed postage prepaid, certified or registered mail, return receipt requested, to the prescribed address. Any time period provided in the giving of any notice hereunder shall commence upon the date of personal service, the date after delivery to the guaranteed overnight delivery service or two (2) days after mailing by certified or registered mail.

6.2. **Amendment.** No supplement, modification or amendment of this Declaration shall be binding unless in writing and executed by all Owners. Any such amendment shall take effect upon such recordation in the office of the County Recorder.

6.3. **Duration.** The covenants and restrictions of this Declaration shall run with and bind the Property and Project for a term of ninety-nine (99) years from the date this

Declaration is recorded, after which time, they shall be automatically extended for successive periods of ten (10) years, unless terminated at the end of any such period by the affirmative vote of all Owners. No such termination shall terminate any Easement granted herein and all such Easements shall survive any termination of this Declaration and may be extinguished only in the manner provided by law for the termination of an Easement.

6.4. No Merger. The Easements, covenants and restrictions and other provisions contained in this Declaration shall remain in full force and effect despite the fact that any of the Parcels may be owned by the same persons from time to time. It is the express intent of the Declarant to create a common scheme for the development and operation of the Project which will not be terminated by the doctrine of merger or otherwise unless this Declaration is terminated in accordance with the provisions hereof.

6.5. Assignment of Declarant's Rights and Remedies. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant to any person, corporation, association or other entity which assumes such assigned duties of Declarant hereunder. In the event that Declarant attempts to assign less than all of the rights, powers and reservations of Declarant set forth herein, then any such assignment must specify which rights, powers and reservations are being assigned and the only party that shall be permitted to exercise a right reserved or granted unto Declarant shall be the party to whom such right has been assigned. To be effective, such assignment must be in writing, must be recorded in the office of the County Recorder, and must specifically refer to the rights, powers and reservations of Declarant hereunder which are being assigned. Upon acceptance of such assignment by any such person or entity (such acceptance may be shown, among other ways, by execution of such assignment by such assignee, or by such assignee recording the assignment in the office of the County Recorder) and recording of such assignment in the office of the County Recorder, said assignee shall, to the extent of such assignment, assume, and be deemed to have assumed, Declarant's duties hereunder and shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Upon such assignment and recording, and to the extent thereof, the party making such assignment shall be relieved from all liabilities, obligations and duties hereunder arising from and after the date of such assignment. Anything contained elsewhere herein to the contrary notwithstanding, the mere conveyance or transfer of ownership of the Property by Declarant to any person or party, whether by deed or other instrument of conveyance, shall in no way convey any right, power or reservation of Declarant hereunder. A successor to Declarant by reason of any merger or consolidation of the then Declarant shall automatically be deemed to have assumed Declarant's duties hereunder and shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

6.6. Violation of Law. Any violation of any federal, state, municipal or local law, ordinance, rule or regulation, pertaining to the ownership, occupation or use of any Property or Improvements within the Project, is hereby declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

6.7. No Third Party Beneficiary. This Declaration has been executed and recorded for the benefit of Declarant and the Owners. Unless otherwise set forth herein with

specificity which shall include the name of the party which shall be intended to be benefitted by a specific provision of this Declaration, no other party shall be construed to be an intended third party beneficiary of any of the rights, duties or obligations set forth herein and no party other than Declarant or an Owner shall, therefore, have the right to enforce any provision hereof, unless such right shall be specifically set forth herein.

6.8. Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

6.9. Captions. The titles, headings and captions used herein are for convenience only and are not a part of this Declaration and shall not be considered in construing, nor shall same be used to limit or amplify the terms and provisions hereof.

6.10. Invalidity of Provision. If any provision of this Declaration as applied to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Declaration, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Declaration as a whole.

6.11. Exhibits. All exhibits to this Declaration are incorporated herein by this reference.

6.12. Governing Law. This Declaration and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE
TO
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS

This Declaration is signed and executed as of the date first set forth above.

MING YANG LEE, a/k/a JACK LEE

By: JL AKA NYL

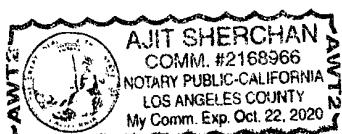
Name: Ming Yang Lee

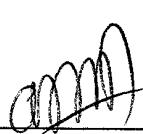
Its: _____

STATE OF CALIFORNIA
: ss.

COUNTY OF Los Angeles

On this 15 day of February, 2017, personally appeared before me MING YANG LEE, a/k/a JACK LEE, who being by me duly sworn, did say that he is the person whose name is subscribed to the foregoing instrument.





NOTARY PUBLIC

SIGNATURE PAGE
TO
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS

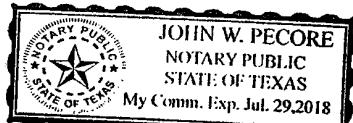
Agreed and Consented to:

GLOBAL NEW MILLENNIUM PARTNERS,
LTD., a Texas limited partnership

By: _____
Name: SHOKEAT DHANANI
Its: PRESIDENT

STATE OF TX)
COUNTY OF FT BEND) ss.

On this 1ST day of MARCH, 2010 personally appeared before me S. DHANANI, known or satisfactorily proved to me to be the PRESIDENT of GLOBAL NEW MILLENNIUM PARTNERS, LTD., a Texas limited partnership, who acknowledged to me that he/she signed the foregoing instrument as PRESIDENT for said corporation.



John W. Pecore
NOTARY PUBLIC

SIGNATURE PAGE
TO
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS

Agreed and Consented to:

DH 1 HENDERSON LLC,
a California limited liability company

By: _____
Name: John Sharpe
Its: Managing Member

STATE OF California)
:ss
COUNTY OF Orange)

On this 28th day of February, 2017, personally appeared before me John Sharpe, known or satisfactorily proved to me to be the Managing Member of DH 1 HENDERSON LLC, a California limited liability company, who acknowledged to me that he/she signed the foregoing instrument as Managing Member for said corporation.

Christina Saas
NOTARY PUBLIC

(Please see attached)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)On February 28th, 2017 before me, Christina Saas,

Date

Here Insert Name and Title of the Officer

personally appeared John Shaele

Name(s) of Signer(s)

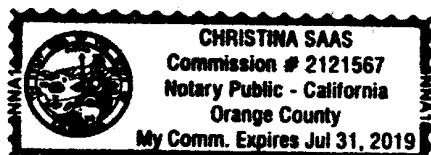
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Christina Saas

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____ Partner — Limited General Partner — Limited General Individual Attorney in Fact Individual Attorney in Fact Trustee Guardian or Conservator Trustee Guardian or Conservator Other: _____ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South Line of 4700 South Street located 214.40 feet North 89°58'12" East along the Section Line, and 53.00 feet South 0°01'48" East from the Northwest Corner of said Section 8; and running thence South 0°01'48" East 182.00 feet; thence North 89°58'12" West 191.84 feet to the Easterly Line of 4000 West Street; thence Northeasterly along the arc of a 1472.69 foot radius curve to the left a distance of 182.89 feet (Center bears North 81°11'50" West, Central Angle equals 7°06'56" and Long Chord bears North 5°14'42" East 182.77 feet) along said Easterly Line of 4000 West Street to the South Line of 4700 South Street; thence North 89°58'12" East 175.04 feet along said South Line of 4700 South Street to the point of beginning.

Contains 33,040 sq. ft.

or 0.759 acre

Parcel 2

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South Line of 4700 South Street located 214.40 feet North 89°58'12" East along the Section Line, and 53.00 feet South 0°01'48" East from the Northwest Corner of said Section 8; and running thence North 89°58'12" East 241.00 feet along said South Line; thence South 0°01'48" East 55.38 feet; thence South 16°15'21" West 32.53 feet; thence South 38°08'46" West 88.72 feet; thence South 3°34'12" West 27.03 feet; thence North 86°25'48" West 21.11 feet; thence South 89°58'12" West 154.28 feet; thence North 0°01'48" West 182.00 feet to the South Line of 4700 South Street and the point of beginning.

Contains 39,524 sq. ft.

or 0.907 acre

Parcel 3

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South Line of 4700 South Street located 604.23 feet North 89°58'12" East along the Section Line, and 53.00 feet South 0°01'48" East from the Northwest Corner of said Section 8; and running thence South 0°01'48" East 139.00 feet; thence North 89°58'12" East 19.50 feet;

thence South $0^{\circ}01'48''$ East 55.74 feet; thence South $89^{\circ}58'12''$ West 52.54 feet; thence North $86^{\circ}25'48''$ West 181.81 feet; thence North $3^{\circ}34'12''$ East 27.03 feet; thence North $38^{\circ}08'46''$ East 88.72 feet; thence North $16^{\circ}15'21''$ East 32.53 feet; thence North $0^{\circ}01'48''$ West 55.38 feet to the South Line of 4700 South Street; thence North $89^{\circ}58'12''$ East 148.83 feet along said South Line to the point of beginning.

Contains 34,224 sq. ft.

or 0.786 acre

Parcel 4

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South Line of 4700 South Street located 801.02 feet North $89^{\circ}58'12''$ East along the Section Line, and 60.74 feet South $0^{\circ}04'02''$ West from the Northwest Corner of said Section 8; and running thence South $0^{\circ}04'02''$ West 187.00 feet; thence South $89^{\circ}58'12''$ West 176.87 feet; thence North $0^{\circ}01'48''$ West 55.74 feet; thence South $89^{\circ}58'12''$ West 19.50 feet; thence North $0^{\circ}01'48''$ West 139.00 feet to the South Line of 4700 South Street; and running thence along said South Line the following two courses: North $89^{\circ}58'12''$ East 62.79 feet; and South $86^{\circ}43'17''$ East 134.12 feet to the point of beginning.

Contains 36,668 sq. ft.

or 0.842 acre

Parcel 5

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point located 801.02 feet North $89^{\circ}58'12''$ East along the Section Line, and 247.74 feet South $0^{\circ}04'02''$ West from the Northwest Corner of said Section 8; and running thence South $0^{\circ}04'02''$ West 300.77 feet; thence North $89^{\circ}53'09''$ West 123.59 feet; thence South $0^{\circ}01'48''$ East 421.80 feet to a point on the North Line of the Salt Lake and Utah Canal; thence North $47^{\circ}10'07''$ West 130.21 feet along said North Line; thence South $0^{\circ}10'20''$ East 65.93 feet to a point on the Southerly Line of the Salt Lake and Utah Canal and also the Northerly Line of the Southridge Subdivision Phase 3; thence North $47^{\circ}50'38''$ West 260.71 feet along said Northerly Line to the Northeast Corner of Lot 55 of the Southridge Subdivision Phase 5; thence North $42^{\circ}45'38''$ West 406.09 feet along said Northerly Line and said Line extended; thence North $43^{\circ}45'52''$ East 149.83 feet; thence North $0^{\circ}01'48''$ West 47.87 feet; thence North $89^{\circ}58'12''$ East 31.22 feet; thence North $0^{\circ}01'48''$ West 82.96 feet; thence North $89^{\circ}58'12''$ East 121.27 feet; thence South $86^{\circ}25'48''$ East 202.91 feet; thence North $89^{\circ}58'12''$ East 229.41 feet to the point of beginning.

Contains 306,299 sq. ft.

or 7.032 acres

Parcel 6

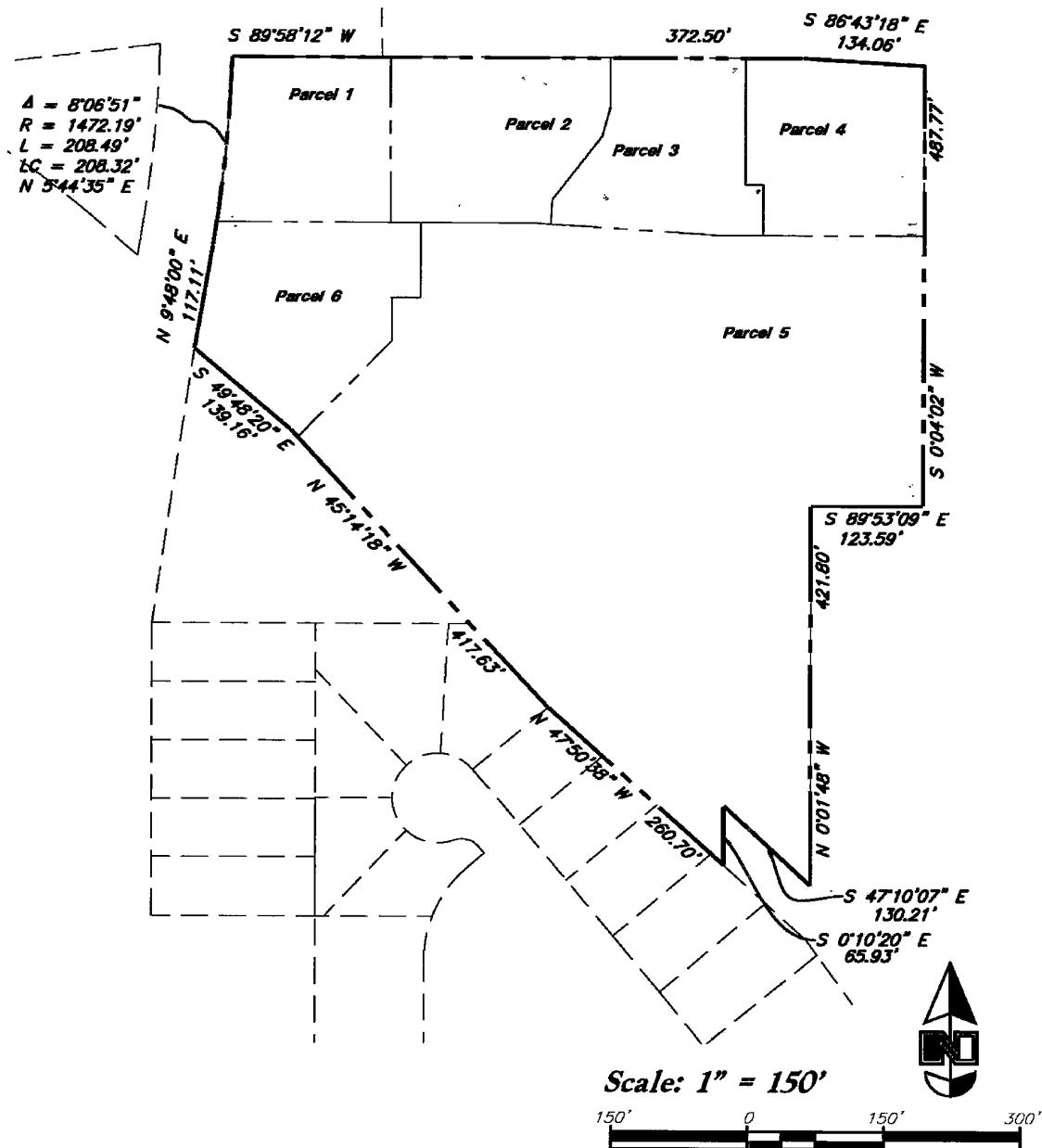
A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point located 112.49 feet North $89^{\circ}58'12''$ East along the Section Line, and 473.99 feet South $0^{\circ}01'48''$ East from the Northwest Corner of said Section 8; and running thence North $42^{\circ}45'38''$ West 11.54 feet; thence North $49^{\circ}48'20''$ West 139.16 feet to the Easterly Line of 4000 West Street; thence along said Easterly Line the following two courses: North $9^{\circ}48'00''$ East 117.04 feet; and Northeasterly along the arc of a 1472.69 foot radius curve to the left a distance of 25.67 feet (Center bears North $80^{\circ}11'55''$ West, Central Angle equals $0^{\circ}59'55''$ and Long Chord bears North $9^{\circ}18'07''$ East 25.67 feet); thence North $89^{\circ}58'12''$ East 224.85 feet; thence South $0^{\circ}01'48''$ East 82.96 feet; thence South $89^{\circ}58'12''$ West 31.22 feet; thence South $0^{\circ}01'48''$ East 47.87 feet; thence South $43^{\circ}45'52''$ West 149.83 feet to the point of beginning.

Contains 41,608 sq. ft.

or 0.955 acre

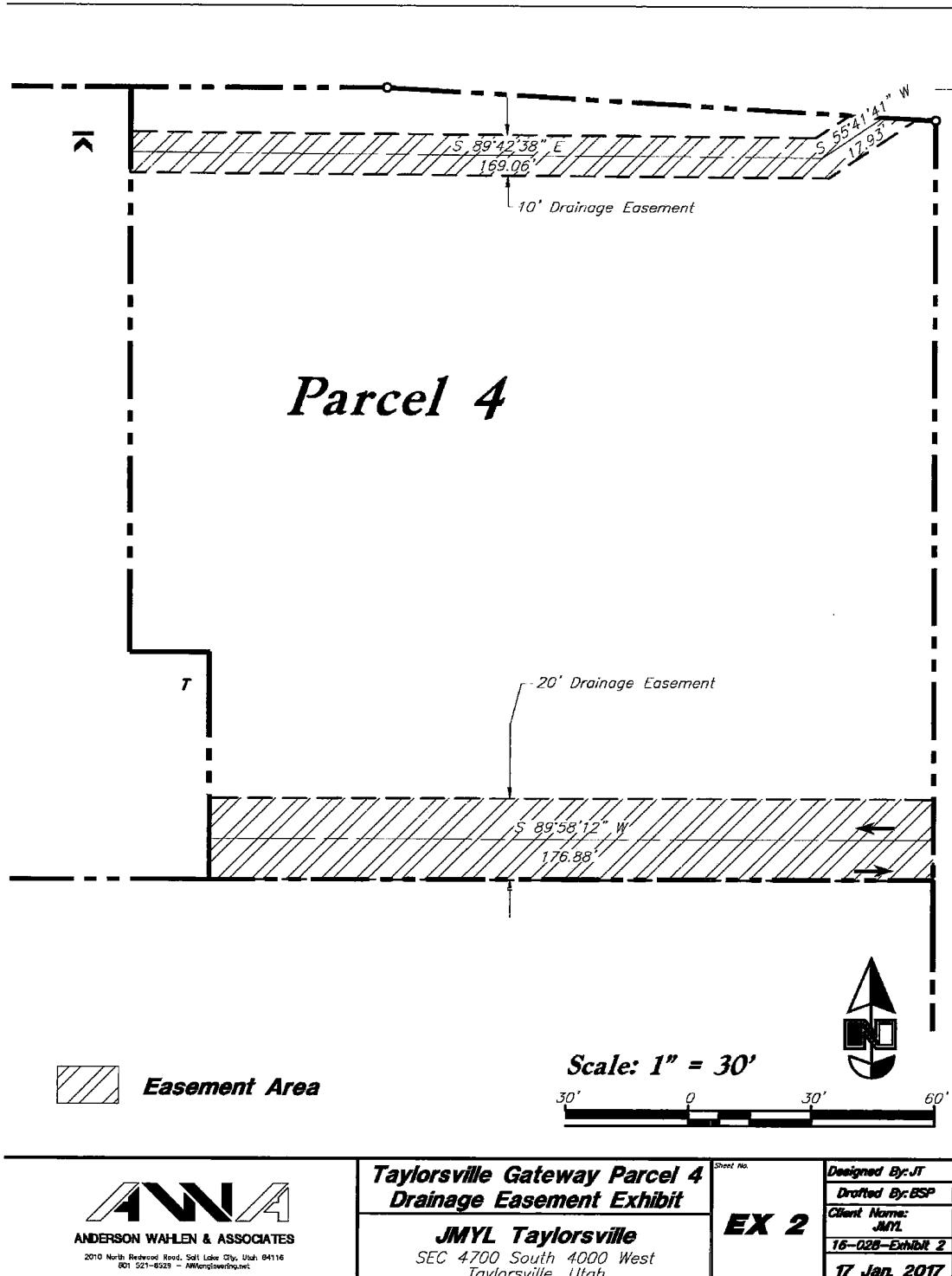
EXHIBIT B
DEPICTION OF THE PARCELS



 ANDERSON WAHLEN & ASSOCIATES <small>2010 North Redwood Road, Salt Lake City, Utah 84116 801.521.8529 - AWAengineering.net</small>	Project Exhibit Taylorsville Gateway <small>SEC 4700 South 4000 West Taylorsville, Utah</small>	<small>Sheet No.</small> EX B <small>16-028-Exhibit B 03 Jan, 2017</small>
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EXHIBIT C

DESCRIPTION AND DEPICTION OF PARCEL 3 DRAINAGE EASEMENT AND 20' WIDE DRAINAGE EASEMENT



AWA
ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801.521-6523 - AWEngineering.net

EXHIBIT C (cont.)

Description of Parcel 3 Drainage Easement

A 10.0 foot wide easement for Drainage Facilities being 5.0 feet each side of the following described centerline:

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point located 604.23 feet North $89^{\circ}58'12''$ East along the Section Line; and 69.16 feet South $0^{\circ}01'48''$ East from the Northwest Corner of said Section 8; and running thence South $89^{\circ}42'38''$ East 169.06 feet; thence North $55^{\circ}41'41''$ East 17.93 feet to the endpoint of this easement centerline at a point on the South Line of 4700 South Street.

Note: The sidelines of the above described easement are to be lengthened or shortened to exactly match 4700 South Street Right-of-Way Line.

Description of 20' Wide Drainage Easement

A 20.0 foot wide easement for Drainage Facilities being 10.0 feet each side of the following described centerline:

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the East Line of Grantor's Property located 801.02 feet North $89^{\circ}58'12''$ East along the Section Line; and 237.74 feet South $0^{\circ}04'02''$ West along said East Line from the Northwest Corner of said Section 8; and running thence South $89^{\circ}58'12''$ West 176.88 feet to the endpoint of this easement centerline.

EXHIBIT D

DEPICTION OF THE PARCEL 2 SIGN EASEMENT

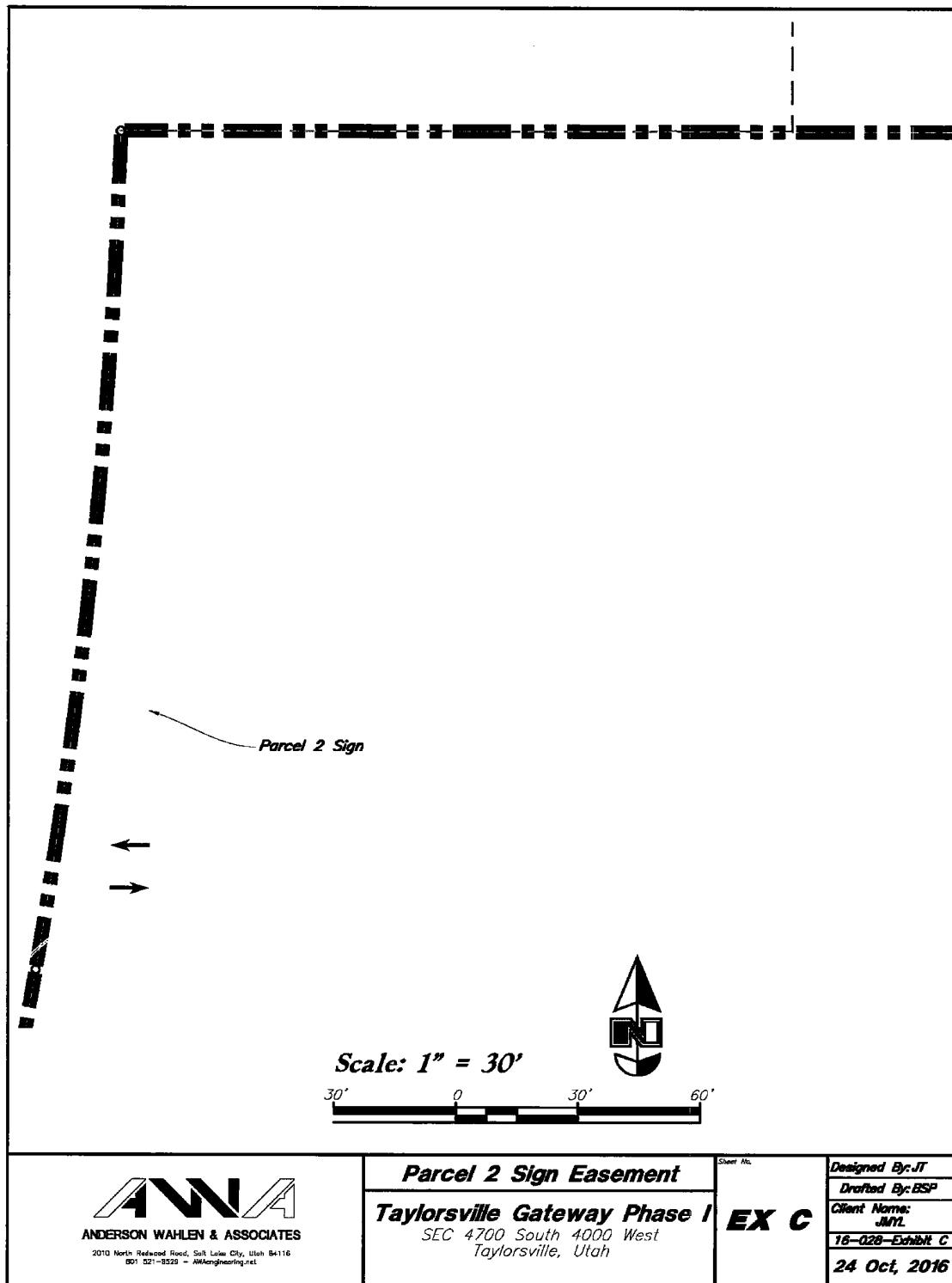
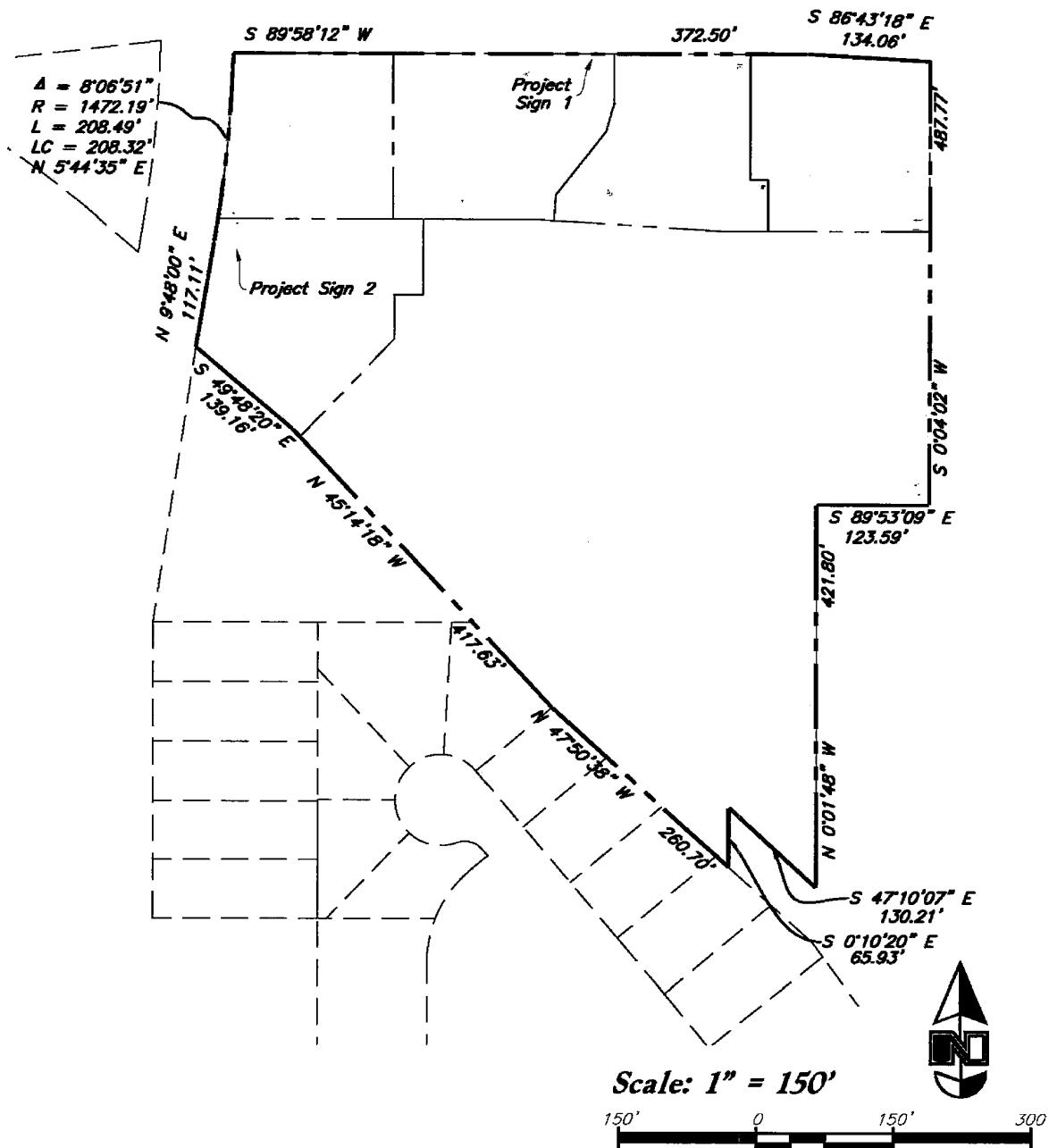


EXHIBIT E

DEPICTION OF PROJECT SIGN EASEMENT 1 AND PROJECT SIGN EASEMENT 2



Project Sign Easements 1 & 2

Taylorsville Gateway
SEC 4700 South 4000 West
Taylorsville, Utah

EX D

Sheet No.	Designed By: JT
	Drafted By: ESP
	Client Name: JML
	16-028-Exhibit L
	03 Jan, 2011

4836-1783-6099

BK 10535 PG 4798

EXHIBIT F

DEPICTION OF THE SEWER EASEMENT

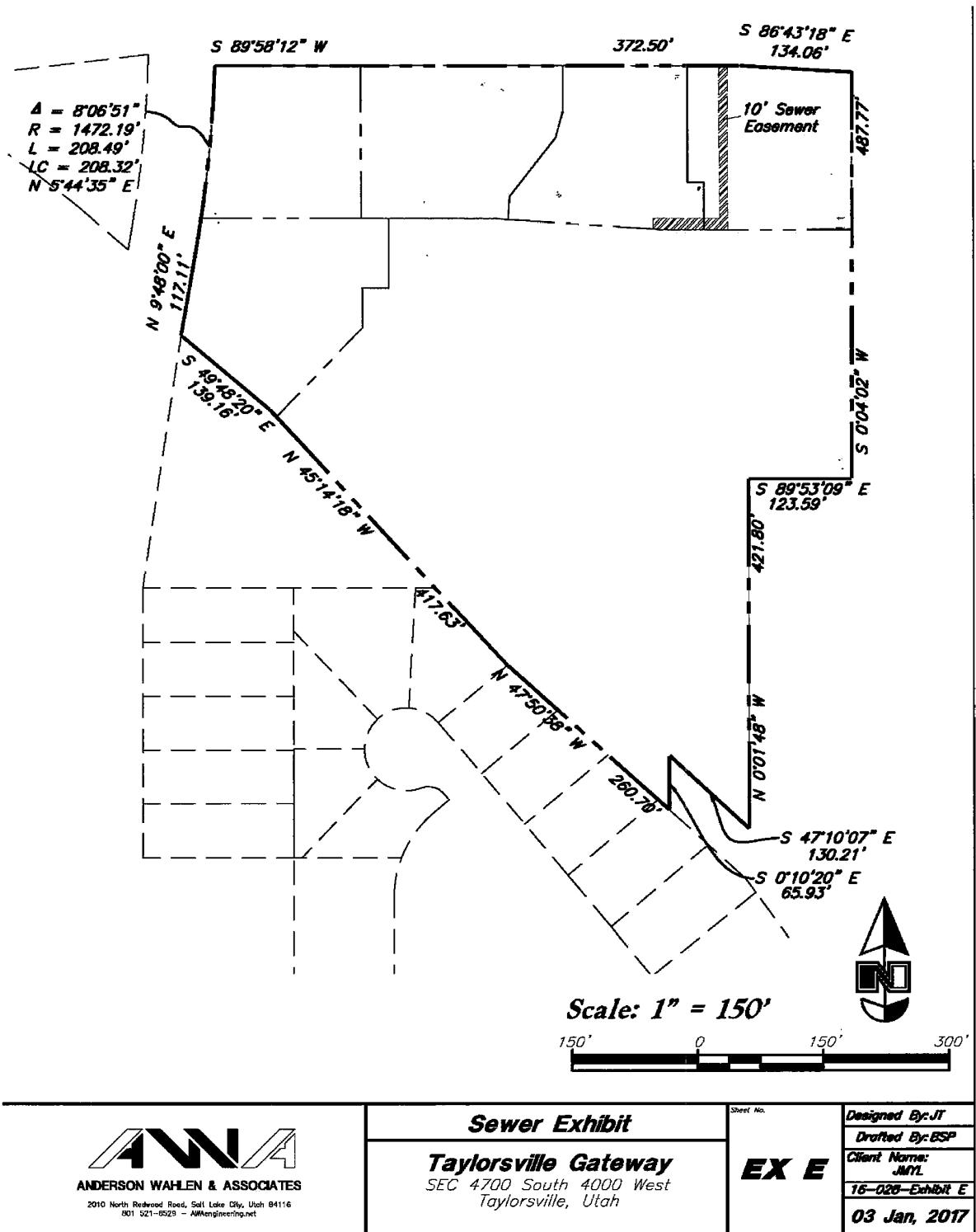


EXHIBIT F (cont.)

Description of Sewer Easements

Parcel 3

A 10.0 foot wide easement for Public Utilities being 5.0 feet each side of the following described centerline:

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point located 623.73 feet North 89°58'12" East along the Section Line; and 242.74 feet South 0°01'48" East from the Northwest Corner of said Section 8; and running thence South 89°58'12" West 60.86 feet to the endpoint of this easement centerline.

Parcel 4

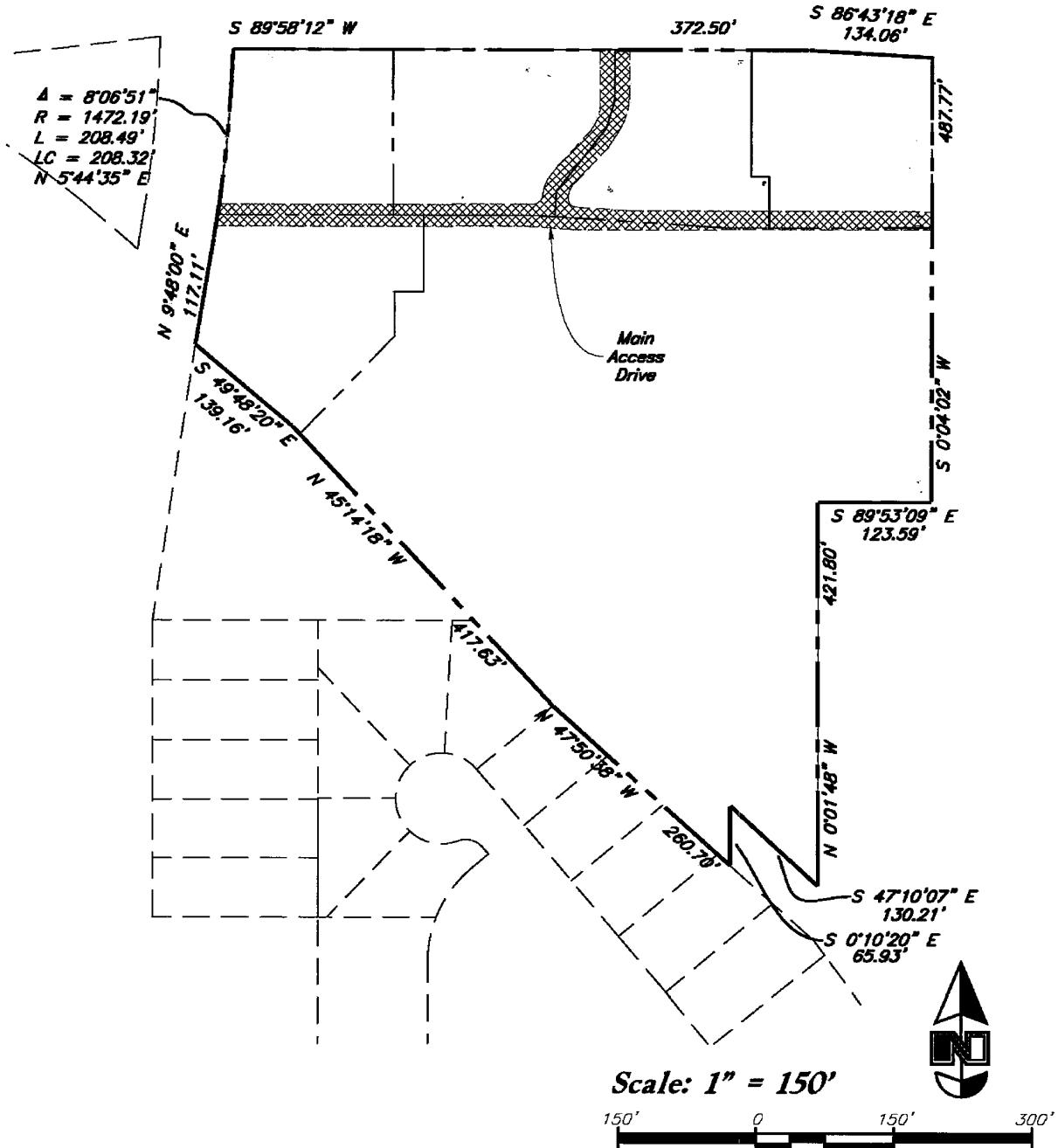
A 10.0 foot wide easement for Public Utilities being 5.0 feet each side of the following described centerline:

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South Line of 4700 South Street located 646.99 feet North 89°58'12" East along the Section Line; and 53.00 feet South 0°02'31" East from the Northwest Corner of said Section 8; and running thence South 0°02'31" East 189.74 feet; thence South 89°58'12" West 23.31 feet to the endpoint of this easement centerline.

EXHIBIT G

DEPICTION OF THE MAIN DRIVE AISLES



A scale bar for a 1:150 map. It features a horizontal line with tick marks at 150', 0, 150', and 300'. The '0' is in the center, flanked by '150' on each side. To the right of '150' is a vertical circle with a diagonal line through it, and to the right of '300' is a vertical circle with a horizontal line through it.



ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801-521-8529 - www.awassociates.net

Main Access Drive Easement

Taylorsville Gateway

EX F

Sheet No.	Designed By: JT
	Drafted By: ESP
	Client Name: JATL
	16-028-Exhibit F
	03 Jan, 2017

4836-1783-6099

BK 10535 PG 4801

EXHIBIT H

EXCLUSIVE USE RESTRICTIONS

1. **Financial Services Operation Exclusive.** “Financial Services Entity” means any person or entity that is or operates as a state or national bank; savings bank; credit union; savings and loan institution; finance company; industrial bank; mortgage company; securities broker or dealer; trust company; insurance company, agency, or brokerage; and any other business in the financial services industry (as most broadly defined) including the operation of automated teller machines (except for non-bank, cash dispense only ATMs), night depositories, merchant exchange machines, or any similar equipment. So long as Parcel 1 Owner or its Occupant is using Parcel 1 for a financial services operation, no Financial Services Entity shall be permitted to lease, sublease, occupy, license, be located in, conduct, or do business in or from any part or portion of the Property or to erect, construct, or place any signage in, on, or about the Property that identifies, advertises, or otherwise promotes the existence, presence, opening, operation, or availability of any such Financial Services Entity or of its services. So long as Parcel 1 Owner or its Occupant is using Parcel 1 for a financial services operation, Parcel 1 Owner or its Occupant shall be the sole and exclusive Financial Services Entity located in and operating from the Property.

2. **Hamburger Fast Food Operation Exclusive.** So long as Parcel 2 Owner or its Occupant is using Parcel 2 for a hamburger fast food operation, no other Owner shall be permitted to use or allow any Occupant to use any portion of the Property for any purpose of use whose primary business is a hamburger fast food operation.

3. **Coffee Operation Exclusive.** So long as Parcel 3 Owner or its Occupant is using Parcel 3 for a coffee/tea beverage operation, no other Owner shall be permitted to use or allow any Occupant to use any portion of the Property to sell: (i) whole or ground coffee beans, (ii) espresso, espresso-based drinks or coffee-based drinks, (iii) tea or tea-based drinks, (iv) brewed coffee, and/or (v) blended beverages including, without limitation, those containing any of the following: ice, coffee, espresso, tea, milk, cream, juice, and/or fruit. Notwithstanding the foregoing, anchor tenants occupying at least fifteen thousand (15,000) contiguous square feet operating under a single trade name and full-line grocery store tenants occupying at least ten thousand (10,000) contiguous square feet operating under a single trade name shall not be subject to the foregoing exclusive so long as any such anchor or grocery store tenant at all times occupies and operates out of the foregoing minimum contiguous square footage, does not have a separate entrance or exterior signage for the sale of Parcel 3 Owner’s exclusive items, or otherwise advertises in a manner visible from the exterior of such tenant’s space the sale of Parcel 3 Owner’s exclusive items. In addition, full service, sit-down restaurants with a wait staff and table service serving a complete dinner menu may sell, in conjunction with a sale of a meal, brewed coffee, tea and hot espresso drinks for on-premises consumption only.

4. **Chicken Restaurant Operation Exclusive.** So long as Parcel 4 Owner or its Occupant is using Parcel 4 for a chicken fast food operation, no other Owner shall be permitted to use or allow any Occupant to use primarily any portion of the Property for the operation of a

freestanding restaurant with or without a drive-thru selling primarily boneless and bone-in chicken. As used in this Section 4, “primarily” shall mean a restaurant that derives twenty-five percent (25%) or more of its food sales from the sale of boneless or bone-in chicken.

4836-1783-6099, v. 3