PREPARED BY AND WHEN RECORDED RETURN TO:

Victor A Taylor, Esq. Dentons Durham Jones Pinegar P.C. 111 South Main Street, Suite 2400 Salt Lake City, Utah 84111 13690259 6/14/2021 10:40:00 AM \$40.00 Book - 11190 Pg - 1486-1508 RASHELLE HOBBS Recorder, Salt Lake County, UT DURHAM, JONES AND PINEGAR BY: eCASH, DEPUTY - EF 23 P.

Tax Parcel Nos. 07-27-100-003 and 07-27-100-004

AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

(Amending and restating the Declaration of Easements, Covenants and Restrictions recorded January 4, 2021 as Entry No. 13519987 in Book 11092 at Page 6684 of Official Records)

THIS DECLARATION (this "*Declaration*") is entered into as of the 30th day of December, 2020, between XR QUADRANT DEVELOPMENT, LLC, a Utah limited liability company, whose address is 1245 East Brickyard Road, Suite 70, Salt Lake City, Utah 84106, and XR QUADRANT I, LLC, a Utah limited liability company, whose address is 1245 East Brickyard Road, Suite 70, Salt Lake City, Utah 84106.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, the undersigned agree as follows:

1. <u>Definitions</u>. As used in this Declaration, each of the following terms shall have the indicated meaning:

"Access Easement Areas" means the real property located in Salt Lake County, Utah, shown on the drawings attached as Exhibits A and A.I, and described as follows:

Cross Access Easement 1:

A cross access easement being a part of that entire tract described in that Warranty Deed recorded November 10, 2020 as Entry No. 13455959 in Book 11057, at Page 5289 in the Office of the Salt Lake County Recorder. Said easement is located in the Northeast Quarter of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian and described as follows: Beginning at a point on the southerly boundary line of said entire tract; which is 2192.78 feet N. 89°51'16" W. along the Quarter Section line from the East Quarter of said Section 27; thence N. 89°51'16" W. 48.00 feet along said Quarter Section line and southerly line of entire tract; thence North 59.71 feet to a point of tangency with a 40.00-foot radius to the left, concave westerly; thence northerly 14.39 feet along the arc of said curve, through a central angle of 20°36'31" (Chord bears N. 10°18'16" W. 14.31 feet); thence N. 20°36'31" W. 73.64 feet to a point of tangency with a 40.00-foot radius curve to the left, concave southwesterly; thence northwesterly 48.44 feet along the arc of said curve, through a central angle of 69°23'09" (Chord bears N. 55°18'16" W. 45.54 feet); thence West 26.91 feet; thence N. 00°01'02" E. 62.16 feet; thence East 118.47 feet; thence S. 00°29'48" W. 108.62 feet to a point of tangency with a 38.00-foot radius curve to the left, concave easterly; thence southerly 15.71 feet along the arc of said curve, through a central angle of 23°41'07" (Chord bears S. 11°20'45" E. 15.60 feet); thence S. 23°11'19" E. 51.33 feet; thence South 59.84 feet to the point of beginning. The above-described cross access easement contains 15,640 sq. ft. in area or 0.359 acre, more or less. Basis of Bearing: N. 89°51'14" W. along the Quarter Section line between the East Quarter Corner and the Center of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian.

Amended and Restated Declaration of Easements, Covenants and Restrictions XR Quadrant Development, LLC and XR Quadrant I, LLC

Cross Access Easement 2:

A cross access easement being a part of that entire tract described in that Special Warranty Deed recorded November 10, 2020 as Entry No. 13455958 in Book 11057, at Page 5287 in the Office of the Salt Lake County Recorder. Said easement is located in the Northeast Quarter of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian and described as follows: Beginning at a point which is 2413.86 feet N. 89°51'16" W. along the Quarter Section line and 2556.96 feet North from the East Quarter of said Section 27; thence S. 89°53'32" E. 62.17 feet to a point of non-tangency with a 36.00-foot radius curve to the left, concave easterly (Radius point bears S. 45°02'16" E.); thence southerly 28.25 feet along the arc of said curve, through a central angle of 44°57'44" (Chord bears S. 22°28'52" W. 27.53 feet); thence South 114.06 to a point of tangency with a 40.00-foot radius curve to the left, concave northeasterly; thence southeasterly 57.18 feet along the arc of said curve, through a central angle of 81°54'36" (Chord bears S. 40°57'18" E. 52.44 feet); thence S. 08°05'30" W. 41.00 feet to a point of non-tangency with a 81.00-foot radius curve to the left, concave northeasterly (Radius point bears N. 08°05'27" E.); thence northwesterly 115.80 feet along the arc of said curve, through a central angle of 81°54'33" (Chord bears N. 40°57'17" W. 106.18 feet); thence North 114.06 feet to a point of tangency with a 36.00-foot radius to the left, concave westerly; thence northerly 28.42 feet along the arc of said curve, through a central angle of 45°13'34" (Chord bears N. 22°36'48" W. 27.68 feet) to the point of beginning. The above-described cross access easement contains 9,436 sq. ft. in area or 0.216 acre, more or less. Basis of bearing: N. 89°51'14" W. along the Quarter Section line between the East Quarter Corner and the Center of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian.

"Drainage Easement Area" means the real property located in Salt Lake County, Utah, shown on the drawings attached as Exhibits B and A.1, and described as follows:

A drainage swale easement being a strip of land 44.00 feet in width lying within those two (2) entire tracts described in 1) Special Warranty Deed recorded November 10, 2020 as Entry No. 13455958 in Book 11057, at Page 5287 and; 2) Warranty Deed recorded November 10, 2020 as Entry No. 13455959 in Book 11057, at Page 5289 in the Office of the Salt Lake County Recorder and located in the Northeast Quarter of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian. Said 44.00-wide strip of land lies 22.00 feet each side of the following described centerline: Beginning at a point which is 2333.59 feet N. 89°51'16" W. along the Quarter Section line and 322.88 feet North from the East Quarter of said Section 27; thence North 1988.29 feet; thence N. 02°13'46" E. 212.97 feet to the point of terminus. The sidelines of said 44.00-wide strip of land shall be lengthened or shortened to begin and end at right angles to said centerline. The above-described drainage swale easement contains 96,852 sq. ft. in area or 2.223 acre, more or less. Basis of bearing: N. 89°51'14" W. along the Quarter Section line between the East Quarter Corner and the Center of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian.

[&]quot;Easement Areas" means, collectively, the Access Easement Areas and the Drainage Easement Area.

[&]quot;Mortgage" means a mortgage or a deed of trust recorded in the Official Records.

[&]quot;Mortgagee" means the mortgagee under a mortgage, or the beneficiary under a deed of trust, recorded in the Official Records.

[&]quot;New Parcel 1" means the real property located in Salt Lake County, Utah, shown on the attached Exhibit C, and described as follows:

A parcel of land being a part of those two entire tracts described in that: 1) Special Warranty Deed recorded November 10, 2020 as Entry No. 13455958 in Book 11057 at Page 5287-5288 in the Office of the Salt Lake County Recorder; and 2) Warranty Deed recorded November 10, 2020 as Entry No. 13455959 in Book 11057 at Page 5289-5290 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the North Half of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian and described as follows: Beginning at the Center of Section 27 marked by a Bonneville on the Hill (BOH) steel triangle monument; thence N. 89°51'09" W. 2646.09 feet along the Quarter Section line and a northerly line of SLC Port GLC Plat "A" Subdivision recorded December 11, 2019 as Entry No. 13144584 in Book 2019 of Plats at Page 340 in the Office of said Recorder to the West Quarter corner marked by a rebar being a corner of common report; thence N. 00°12'52" E. 2639.82 feet along the westerly line of said Section 27 to the Northwest Corner of said Section 27; thence along the northerly line of said Section 27 the following two (2) courses: 1) S. 89°52'26" E. 2647.01 feet to the North Quarter of said Section 27; 2) S. 89°53'32" E. 251.81 feet; thence South 254.43 feet; thence S. 45°00'00" E. 69.48 feet; thence South 2138.06 feet; thence East 64.26 feet; thence S. 20°36'31" E. 149.29 feet; thence South 60.05 feet to said northerly line of SLC Port GLC Plat "A" Subdivision; thence N. 89°51'16" W. 428.54 feet along said northerly line to the point of beginning. The above-described parcel of land contains 7,802,560 square feet in area or 179.124 acres, more or less. Basis of bearing: S. 89°51'16" E. along the Quarter Section line between the Center of Section and the East Quarter of said Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian.

"New Parcel 2" means the real property located in Salt Lake County, Utah, also shown on the attached Exhibit C, and described as follows:

A parcel of land being a part of those two entire tracts described in that: 1) Special Warranty Deed recorded November 10, 2020 as Entry No. 13455958 in Book 11057 at Page 5287-5288 in the Office of the Salt Lake County Recorder; and 2) Warranty Deed recorded November 10, 2020 as Entry No. 13455959 in Book 11057 at Page 5289-5290 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the North Half of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian and described as follows: Beginning at a point on the northerly line of SLC Port GLC Plat "A" Subdivision recorded December 11, 2019 as Entry No. 13144584 in Book 2019 of Plats at Page 340 in the Office of said Recorder, which is 428.54 feet S. 89°51'16" E. along said northerly line of SLC Port GLC Plat "A" and Quarter Section line from the Center of Section 27; thence North 60.05 feet; thence N. 20°36'31" W. 149.29 feet; thence West 64.26 feet; thence North 2138.06 feet; thence N. 45°00'00" W. 69.48 feet; thence North 254.43 feet to the northerly line of said Section 27; thence S. 89°53'32" E. 1072.38 feet along said northerly line to the 16th line of the Northeast Quarter of said Section 27; thence S. 00°16'02" W. 2641.69 feet along said 16th line and westerly line of said SLC Port GLC Plat "A" Subdivision; thence N. 89°51'16" W. 894.12 feet along said Subdivision and Quarter Section line to the point of beginning. The abovedescribed parcel of land contains 2,680,539 square feet in area or 61.536 acres, more or less. Basis of bearing: S. 89°51'16" E. along the Quarter Section line between the Center of Section and the East Quarter of said Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian.

"Official Records" means the official records of the Salt Lake County Recorder, Utah.

"Owner" means the person that at the time concerned is the legal owner of record (in the Official Records) of a whole or undivided fee interest in any portion of any Parcel, and thus includes any person that is a successor in interest as to either Party's fee interest in any portion of either Parcel. If there is more than one Owner of a Parcel at the time concerned, the obligations and liabilities of each such Owner for performance under, and compliance with, the applicable provisions of this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a Mortgage, the term "Owner" shall not mean a Mortgagee unless and until such Mortgagee has acquired title to the Parcel concerned pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure.

"Parcels" means New Parcel 1 and New Parcel 2, collectively, and "Parcel" means either New Parcel 1 or New Parcel 2, individually, where no distinction is required by the context in which such term is used.

2. Grant of Rights-of-Way and Easements.

- Access Easement Areas. The Parcels (but no other real property) shall have appurtenant thereto and shall be benefited by, and the Access Easement Areas shall be subject to and shall be burdened by, a perpetual, non-exclusive right-of-way and easement for (a) vehicular ingress and egress (but not parking) on, over and across the Access Easement Areas, and (b) the laying, construction, installation, use, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of underground utility pipes, lines, wires, conduits and related facilities (including, without limitation, pipes, lines, wires, conduits and related facilities for electricity, natural gas, other fuels or power sources, telephone, sewer, storm drainage and all types of water) under, through and across the Access Easement Areas. In the event of necessity, each Parcel Owner shall from time-to-time grant to the other Parcel Owner an easement for the purposes set forth in the foregoing subparagraph (b) under, through or across such granting Owner's Parcel in locations other than the Access Easement Areas so long as such easement does not unreasonably interfere with the use and operation of the granting Owner's Parcel.
- 2.2. <u>Drainage Easement Area</u>. The Parcels (but no other real property) shall have appurtenant thereto and shall be benefited by, and the Drainage Easement Area shall be subject to and shall be burdened by, a perpetual, non-exclusive right-of-way and easement for storm water drainage, and for servicing, maintenance and repair of the Drainage Easement Area.
- 2.3. Entry. Each Parcel Owner may enter on any portion of the other Parcel as may be necessary or appropriate in order to accomplish the laying, construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of the utilities and facilities referred to in the foregoing portion of this <u>Paragraph 2</u>, and in connection with such utilities and facilities, excavate or conduct construction activities on the other Parcel, so long as such excavation or construction activities are performed in a good and workmanlike manner and are prosecuted diligently to completion. On completion of such excavation or construction activities, the Owner conducting such activities shall promptly restore any portion of the Parcel of the other Owner affected to the same condition as existed prior to the commencement of such activities, using the same type and quality of materials previously used.
- 3. <u>No Interference</u>. Except to the extent necessary on a temporary basis for reasonable construction, for repair and maintenance, for traffic regulation and control or to prevent a public dedication or the accrual of any rights to the public, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of the rights-of-way and easements granted in <u>Paragraph 2</u> shall be constructed or erected, nor shall any Owner in any other manner obstruct or interfere with the use of such rights-of-way and easements.
- 4. <u>Maintenance</u>. The Access Easement Areas shall at all times be properly surfaced with asphalt, concrete or other similar material, and each Owner shall at all times maintain or cause to be maintained that portion of the Easement Areas located on such Owner's Parcel in a reasonably good, clean, safe and operating condition and repair, reasonably free from debris, rubbish, snow, ice and other materials. If any Owner fails to comply with the provisions of the preceding sentence, the other Owner may (but is not obligated to), after giving at least thirty (30) days' written notice to the non-complying Owner, perform or cause to be performed such work as is necessary to cause the Easement Areas so to comply. In such event, all sums reasonably expended, and all costs and expenses reasonably incurred, by the performing Owner in connection with such work shall bear interest from the date expended or incurred (as the case may be) at the rate of twelve percent (12%) per annum until paid or otherwise satisfied in full, and shall be paid promptly to the performing Owner by the non-complying Owner on written demand.

- 5. <u>Duration; Not a Public Dedication</u>. This Declaration and each right-of-way, easement, covenant and restriction set forth in this Declaration shall be perpetual. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Parcels for the general public or for any public purpose whatsoever, it being the intention of the undersigned that this Declaration be strictly limited to the purposes expressed in this Declaration.
- 6. Appurtenances to Parcels; Covenants Run with Land; Various Events. Each right-of-way, easement, covenant and restriction created by this Declaration is an appurtenance to the Parcel benefited by such right-of-way, easement, covenant and restriction (but no other real property) and may not be transferred, assigned or encumbered except as an appurtenance to such Parcel. For the purposes of each such right-of-way, easement, covenant and restriction, the benefited Parcel shall constitute the dominant estate and the burdened Parcel shall constitute the servient estate. Each rightof-way, easement, covenant and restriction contained in this Declaration (whether affirmative or negative in nature) shall: create an equitable servitude on the burdened Parcel in favor of the benefited Parcel (but no other real property); constitute a covenant running with the land; benefit and bind every person having any fee, leasehold, Mortgage lien or other interest in any portion of the Parcel concerned; and benefit and bind any Owner whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or other means. If any Owner transfers all or any portion of the Parcel owned by such Owner, the transferee shall automatically be deemed to have assumed and agreed to be personally bound by the covenants of such Owner contained in this Declaration, and if the transferring Owner has by such transfer transferred all of such Owner's ownership interest in such Parcel, such transferring Owner shall be released and discharged from all obligations under this Declaration with respect to such Parcel that accrue after (but not before) the date of recordation in the Official Records of the instrument effecting such transfer. No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration (but such limitation shall not affect any other right or remedy or limit any obligation that any Owner may have under this Declaration by reason of any such breach), or defeat or render invalid the lien of any Mortgage made in good faith and for value as to any Parcel. The ownership of both Parcels by the same person shall not result in the termination of this Declaration. The interests in and rights concerning any portion of the Parcels held by or vested in the undersigned or any other person on or after the date of this Declaration (including, without limitation, any Mortgage lien) shall be subject and subordinate to this Declaration, and this Declaration shall be prior and superior to such interests and rights, as may be necessary to effectuate all of the terms and provisions set forth in this Declaration. As of the date of this Declaration, the undersigned are the sole Owners of the Parcels.
- 7. <u>Modification</u>. This Declaration and any right-of-way, easement, covenant or restriction contained in this Declaration may not be terminated, extended, modified or amended without the consent of each Owner, and any such termination, extension, modification or amendment shall be effective on recordation in the Official Records of a written document effecting the same, executed and acknowledged by each Owner.
- 8. <u>Attorneys' Fees.</u> If any Owner brings suit to enforce or interpret this Declaration or for damages on account of the breach of any provision of this Declaration, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing party is entitled.
- 9. <u>Amendment and Restatement</u>. This Declaration amends, restates, supersedes and replaces in its entirety the Declaration of Easements, Covenants and Restrictions (the "Original Declaration"), recorded January 4, 2021 as Entry No. 13519987 in Book 11092 at Page 6684 of the Official Records. <u>On and after the recordation of this Declaration, the Original Declaration shall be amended, restated, superseded and replaced in its entirety, will no longer constitute an encumbrance on the Property and need not be shown as an exception to title in any title report, Commitment for Title Insurance or Policy of Title Insurance covering all or any portion of the Parcels.</u>
- 10. <u>General Provisions</u>. This Declaration shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah. This Declaration shall inure to the benefit of, and shall be binding on, each Owner and the successors and assigns of each Owner. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Declaration

shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Declaration. Each exhibit referred to in, and attached to, this Declaration is an integral part of this Declaration and is incorporated in this Declaration by this reference.
[Remainder of page intentionally left blank; signatures and acknowledgments on following pages]

THE UNDERSIGNED have executed this Declaration below, to be effective as of the date first set forth above.

XR QUADRANT DEVELOPMENT, LLC,

a Utah limited liability company, by its two Managers:

QUADRANT MANAGEMENT, LLC,

a Utah limited liability company, by its two Managers:

THE RITCHIE GROUP, L.C.,

a Utah limited liability company

Paul W. Ritchie, Manager

GARN DEVELOPMENT COMPANY, LLC,

a Utah limited liability company

By_____Ker in S. Garn. Manager

ALLIED SOLUTIONS GROUP, INC.,

a Utah corporation

 THE UNDERSIGNED have executed this Declaration below, to be effective as of the date first set forth above.

XR QUADRANT DEVELOPMENT, LLC,

a Utah limited liability company, by its two Managers:

QUADRANT MANAGEMENT, LLC,

a Utah limited liability company, by its two Managers:

THE RITCHIE GROUP, L.C.,

a Utah limited liability company

By______Paul W. Ritchie, Manager

GARN DEVELOPMENT COMPANY, LLC,

a Utah limited liability company

By_____ Kevin S. Garn, Manager

,

ALLIED SOLUTIONS GROUP, INC.,

a Utah corporation

Joseph Hunt, President

State of Utah)	
County of Salt Lake) ss.	
	rledged before me this day of June, 2021, by Paul W. Ritchie, the ne Managers of Quadrant Management, LLC, one of the Managers of XR
GABRIELLE ROSS Notary Public, State of Utah Commission # 714298 My Commission Expires October 26, 2024	Mabyelle ker Notary Public
My Commission Expires:	Residing at:
10/20/2024	Layton, VT
State of Utah)) ss.	
	dged before me this <u>U</u> day of June, 2021, by Kevin S. Garn, the Manager he Managers of Quadrant Management, LLC, one of the Managers of XR
GABRIELLE ROSS Notary Public, State of Utah Commission # 714298 My Commission Expires October 26, 2024	Mabyelle for Notary Public
My Commission Expires:	Residing at:
10/26/2024	Layton, VT

State of Utah) ss. County of Salt Lake)	
	mowledged before me this (1) day of June, 2021, by Joseph Hunt, the President Managers of XR Quadrant Development, LLC. Notary Public
My Commission Expires:	Residing at:
12-04-2022	Lehi, ut

XR QUADRANT I, LLC,

a Utah limited liability company, by its two Managers:

QUADRANT MANAGEMENT, LLC,

a Utah limited liability company, by its two Managers:

THE RITCHIE GROUP, L.C.,

a Utah limited liability company

GARN DEVELOPMENT COMPANY, LLC,

a Utah limited liability company

ALLIED SOLUTIONS GROUP, INC.,

a Utah corporation

Joseph Hunt, President

XR QUADRANT I, LLC,

a Utah limited liability company, by its two Managers:

QUADRANT MANAGEMENT, LLC,

a Utah limited liability company, by its two Managers:

THE RITCHIE GROUP, L.C., a Utah limited liability company

Paul W. Ritchie, Manager

GARN DEVELOPMENT COMPANY, LLC,

a Utah limited liability company

Ву_____

Kevin S. Garn, Manager

ALLIED SOLUTIONS GROUP, INC.,

a Utah corporation

By_

By Control

State of Utah)	
County of Salt Lake) ss.	
The foregoing instrument was acknown Manager of The Ritchie Group, L.C., one of to Quadrant I, LLC.	wledged before me this day of June, 2021, by Paul W. Ritchie, the he Managers of Quadrant Management, LLC, one of the Managers of XR
GABRIELLE ROSS Notary Public, State of Utah Commission # 714298 My Commission Expires October 26, 2024	Mabyille Kerr Notary Public
My Commission Expires:	Residing at:
10/26/2024	Layton, UT
State of Utah) ss. County of Salt Lake)	
	edged before me this <u>4</u> day of June, 2021, by Kevin S. Garn, the Manager the Managers of Quadrant Management, LLC, one of the Managers of XR
GABRIELLE ROSS Notary Public, State of Utah Commission # 714298 My Commission Expires October 26, 2024	Jahyilli Per Notary Public
My Commission Expires:	Residing at:
10/20/2024	lauton ut

State of Utah Littow County of Salt Lake) ss.	
The foregoing instrument was a of Allied Solutions Group, Inc., one of t	cknowledged before me this day of June, 2021, by Joseph Hunt, the President he Managers of XR Quadrant I, LLC
My Commission Expires:	Residing at:
12-04-2022	Lehi, Ut.

KRISTINA CLEMENTS Notary Public - State of Utah Comm. No. 703446 My Commission Expires on Dec 4, 2022

EXHIBIT A

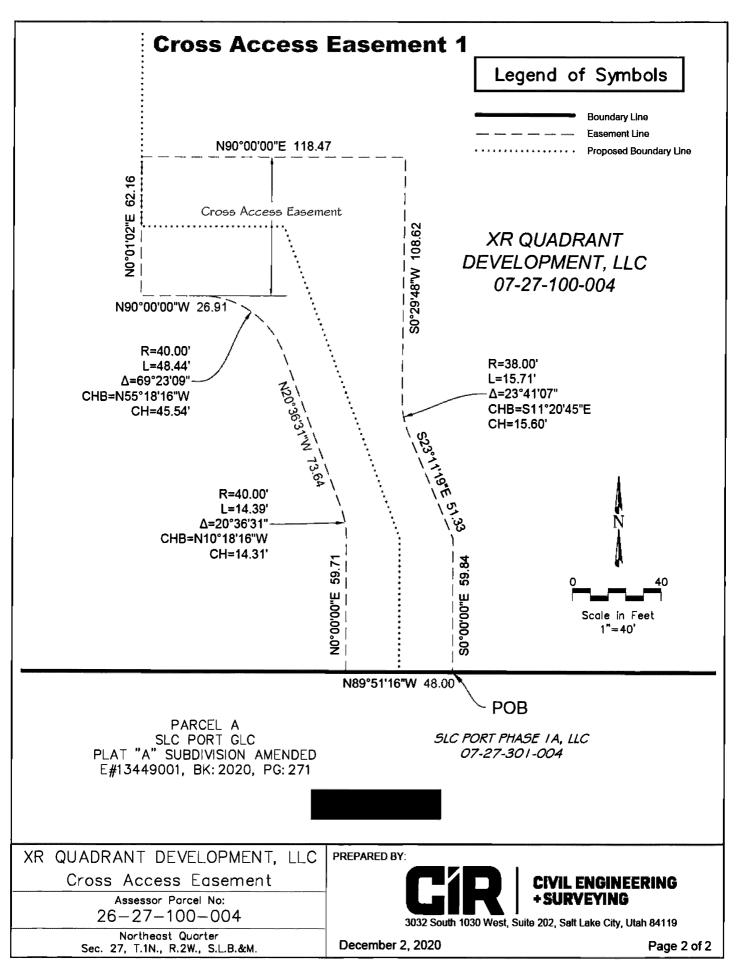
to

AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

ACCESS EASEMENT AREAS

(See attached)

Amended and Restated Declaration of Easements, Covenants and Restrictions XR Quadrant Development, LLC and XR Quadrant I, LLC



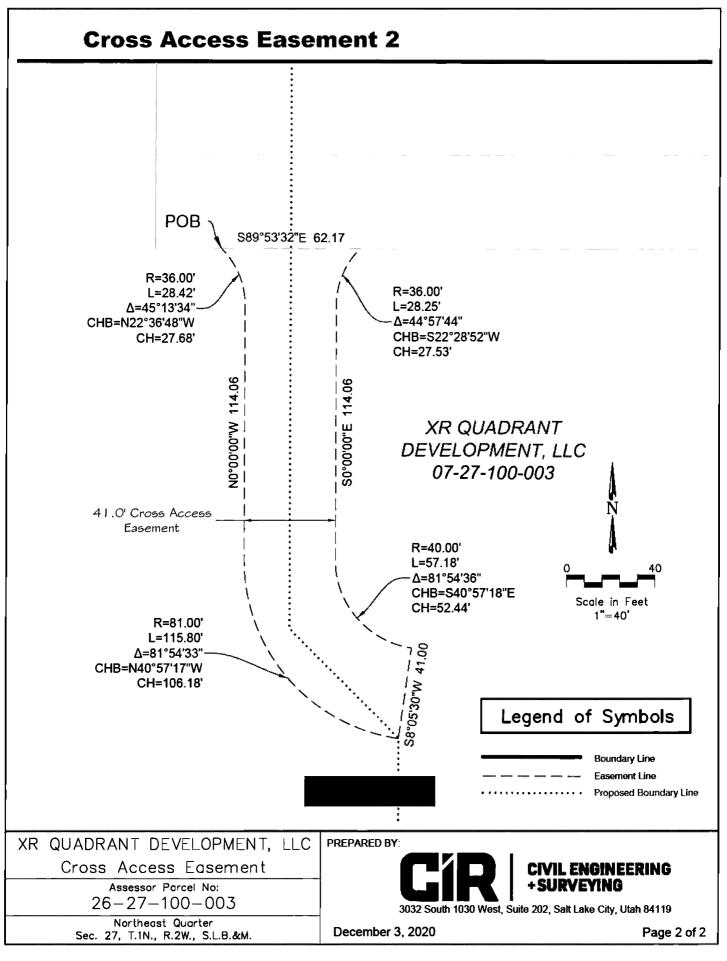


EXHIBIT A.1

to

AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

ACCESS EASEMENT AREAS AND DRAINAGE EASEMENT AREA

(See attached)

Amended and Restated Declaration of Easements, Covenants and Restrictions XR Quadrant Development, LLC and XR Quadrant I, LLC

Exhibit A.1 - 1

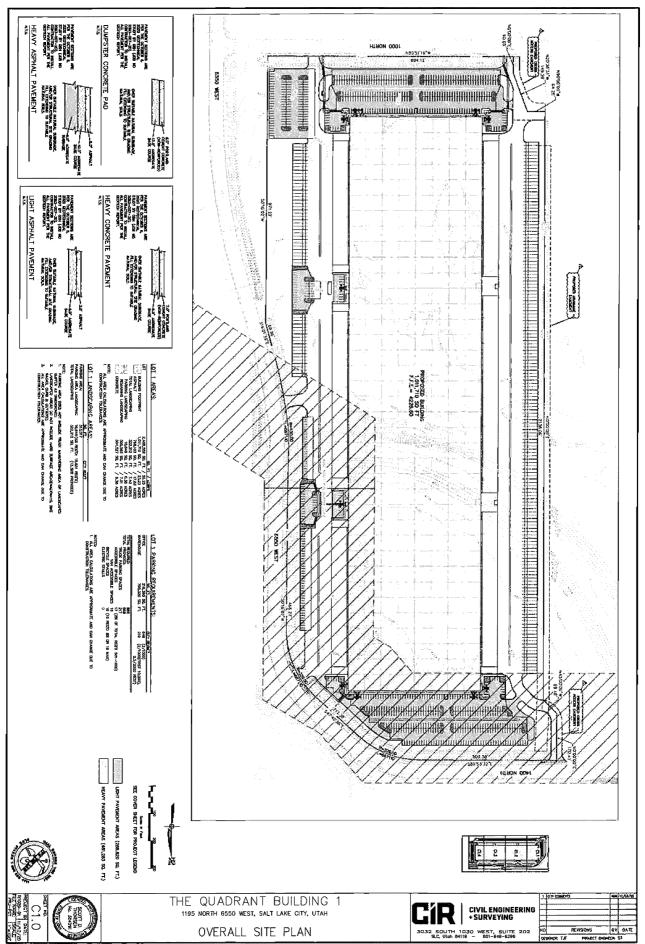


EXHIBIT B

to

AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

DRAINAGE EASEMENT AREA

(See attached)

Amended and Restated Declaration of Easements, Covenants and Restrictions XR Quadrant Development, LLC and XR Quadrant I, LLC

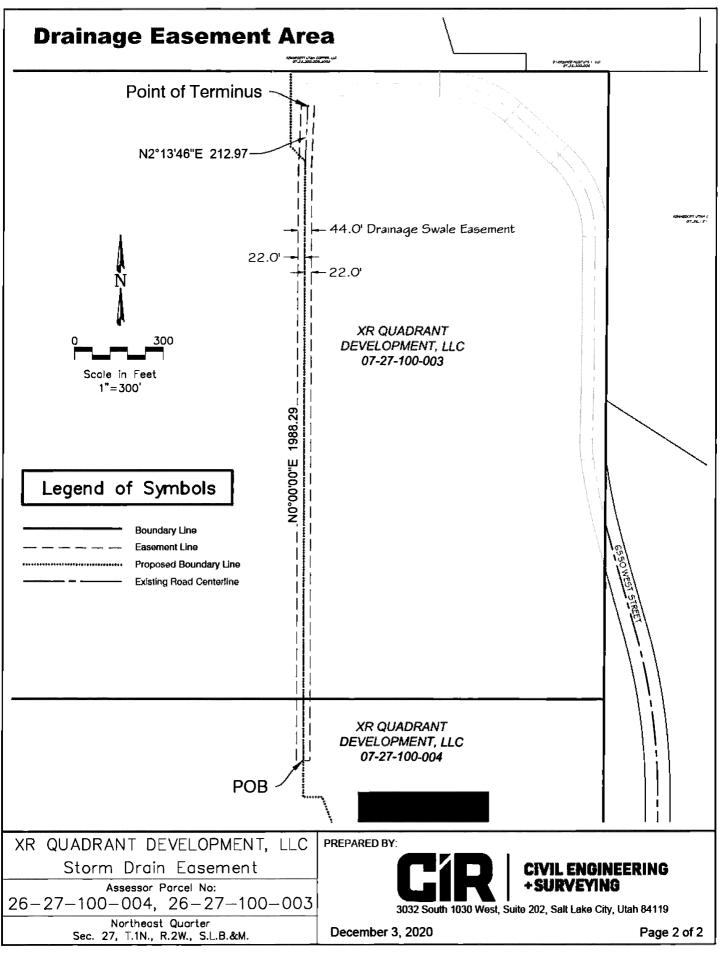


EXHIBIT C

to

AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

PARCELS

(See attached)

Amended and Restated Declaration of Easements, Covenants and Restrictions XR Quadrant Development, LLC and XR Quadrant I, LLC

Exhibit C - 1

