

When Recorded, Mail To:  
Furniture Row USA, LLC  
Attn: Gregory A. Ruegsegger  
5641 N. Broadway  
Denver, CO 80216

14010615 B: 11369 P: 8800 Total Pages: 6  
09/02/2022 01:28 PM By: ggasca Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

FILE NO. 143182-CAF  
20-26-457-001

(Space Above for Recorder's Use Only)

### **RESTRICTIVE USE COVENANT**

This Restrictive Use Covenant (this "**Covenant**") is executed as of August 31, 2022 (the "**Effective Date**"), by CW COPPER RIM 1, LLC, a Utah limited liability company ("**Grantor**") for the benefit of FURNITURE ROW USA, LLC, a Colorado limited liability company ("**Furniture Row**").

### **RECITALS**

A. Grantor is the owner of that certain parcel of real property located in West Jordan City, Salt Lake County, Utah, commonly known as Tax Parcel No(s). 20-26-457-001, as more particularly described on **Exhibit A** attached hereto (the "**Grantor Property**"), which is located adjacent to the Benefitted Property (as defined below); and

B. Immediately prior to the Effective Date, Grantor conveyed to Furniture Row (through an IRS Code Section 1031 Exchange) that certain parcel of real property located in West Jordan City, Salt Lake County, Utah, as more particularly described on **Exhibit B** attached hereto (the "**Benefitted Property**").

C. As a condition of the sale of the Benefitted Property by CW to Furniture Row, Grantor agreed to certain restrictions on the use of the Grantor Property for the benefit of the Benefitted Property. Grantor and Furniture Row desire to memorialize the restricted use of the Grantor Property as more particularly set forth herein.

### **RESTRICTED USE**

NOW THEREFORE, in consideration of the Recitals, the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Furniture Row agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference.

2. Restrictive Use Covenant. From and after the Effective Date, no portion of the Grantor Property will be used for the sale (including, but not limited to, the storage for distribution relating to the sale) of home and office furniture, mattresses, waterbeds, bedding product (including pillows and linens), box springs, bed foundations, bed frames, or headboards for a period of five (5) years after the Effective Date. Thereafter, until the expiration of twenty (20) years after the Effective Date no more than ten percent (10%) of the floor space within the building on the property described therein shall be used for the sale (including, but not limited to, the storage for distribution relating to the sale) of home and office furniture, mattresses, waterbeds, bedding products (including pillows and linens), box springs, bed foundations, bed frames, or headboards.

3. Consideration. Grantor agrees that Furniture Row would not have purchased the Benefitted Property from CW but for (a) the recordation of this Covenant to limit the Grantor Property as set forth in Section 2, and (b) the covenant that the Grantor Property will not be used for the restricted use set forth in Section 2. Grantor acknowledges and agrees that the purchase of the Benefitted Property by Furniture Row constitutes sufficient consideration for the grant and recording of this Covenant.

4. Term. This Covenant shall automatically terminate and be of no further force or effect at the earlier of (a) such time as Furniture Row, or its successors or assigns ceases to operate a retail store primarily selling home and office furniture, mattresses, waterbeds, bedding product (including pillows and linens), box springs, bed foundations, bed frames, or headboards on the Benefitted Property, or (b) twenty (20) years after the Effective Date.

5. Public Record. This Covenant shall be recorded with the Salt Lake County Recorder's Office in the official public record thereof (the "Records").

6. Severability. If any provision of this Covenant is deemed or declared invalid or unenforceable by an arbitrator or court of competent jurisdiction, the remaining provisions shall not be affected thereby. If reformation is permitted under applicable law, such provision shall be reformed only to the extent necessary to make it enforceable and enforced as if it had been in its reformed state when entered into.

7. Attorneys' Fees. In the event of any litigation or other proceeding to enforce any of the terms, conditions or conditions of this Covenant, the prevailing party shall be awarded all of its costs and fees, including without limitation, attorneys' fees in enforcing its rights under this Covenant, as a part of any award granted pursuant to such litigation or other litigation.

8. Binding. **DURING THE TERM HEREOF, THIS COVENANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING UPON ANY AND ALL PERSONS WITH ANY INTEREST IN THE GRANTOR PROPERTY AND SHALL INURE TO THE BENEFIT OF THE OWNERS OF THE BENEFITTED PROPERTY. THE RESTRICTIONS HEREIN ARE APPURTENANT TO**

**AND BENEFIT THE BENEFITTED PROPERTY AND BURDEN THE GRANTOR PROPERTY AND MAY NOT BE TRANSFERRED, ASSIGNED, OR CONVEYED SEPARATELY FROM THE BENEFITTED PROPERTY.** This Covenant may not be amended, modified or terminated except by a written agreement executed by the then-current owner of the Grantor Property and the then-current owner of the Benefitted Property. Any such amendment, modification or termination of this Covenant shall be recorded in the Records. Whenever a transfer of ownership of the Grantor Property takes place, the transferor(s) shall have no liability for any obligations under this Covenant arising on or subsequent to the date of such transfer.

9. Governing Law. This Covenant shall be governed by and constructed in accordance with the laws of the State of Utah without reference to its conflict of laws principles.

10. Notices. Any notice or other communication required or permitted herein shall be given in writing, addressed to the party for whom it is intended at its address on file with the Salt Lake County Assessor's Office. Any such notice or other communication will be deemed given when personally delivered; deposited with any nationally recognized overnight carrier that routinely issues receipts; or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested. Rejection or other refusal of the addressee to accept, or the inability to deliver because of a changed address shall be deemed to be receipt of the notice sent

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Furniture Row have executed this Covenant as of the Effective Date.

**GRANTOR:**

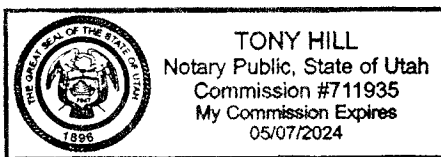
**CW COPPER RIM 1, LLC,**  
a Utah limited liability company

By: \_\_\_\_\_  
Name: Colin Wright  
Title: Manager

STATE OF UTAH                            )  
  : ss  
COUNTY OF DAVIS                    )

On this 3<sup>1</sup> day of August, 2022, before me personally appeared Colin Wright whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the Manager of CW COPPER RIM 1, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of said limited liability company in his capacity as Manager.

WITNESS my hand and official seal.  
\_\_\_\_\_  
Notary Public for the State of Utah



(seal)

My Commission Ends: 5/7/24

**EXHIBIT A**  
LEGAL DESCRIPTION OF THE GRANTOR PROPERTY

Parcel Number 20-26-457-001 (for reference purposes only)

A PARCEL OF LAND SITUATE IN THE SOUTH HALF OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, SALT LAKE COUNTY, UTAH, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF MOUNTAIN VIEW CORRIDOR AND THE NORTH RIGHT OF WAY LINE OF 7800 SOUTH STREET; SAID POINT BEING NORTH 89°58'34" EAST 216.99 FEET ALONG THE SECTION LINE AND NORTH 0°01'26" WEST 84.36 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 20°15'47" WEST 224.33 FEET TO A POINT OF CURVATURE ON A 1,108.00 FOOT RADIUS CURVE TO THE LEFT; (2) NORTHWESTERLY 561.19 FEET ALONG THE ARC OF SAID CURVE (CHORD TO SAID CURVE BEARS NORTH 34°46'20" WEST FOR A DISTANCE OF 555.21 FEET); (3) NORTH 49°17'49" WEST 75.46 FEET TO A POINT ON THE SOUTHERLY CORNER OF THE WEST JORDAN CITY PARCEL, AS DESCRIBED PER ENTRY 12993692, RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; RUNNING THENCE ALONG THE BOUNDARY LINES OF SAID PARCEL THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 39°17'14" EAST 218.39 FEET; (2) NORTH 0°00'03" EAST 196.33 FEET, THENCE NORTH 39°25'08" EAST 137.83 FEET; THENCE SOUTH 50°39'38" EAST 7.01 FEET; THENCE NORTH 53°39'17" EAST 345.25 FEET TO A POINT OF CURVATURE ON A 200.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY 30.59 FEET ALONG THE ARC OF SAID CURVE (CHORD TO SAID CURVE BEARS NORTH 49°16'24" EAST FOR A DISTANCE OF 30.56 FEET); THENCE NORTH 44°53'30" EAST 53.01 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COPPER RIM DRIVE, RUNNING THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF COPPER RIM DRIVE, THE FOLLOWING TWO (2) COURSES & DISTANCES: (1) SOUTH 45°06'31" EAST 175.87 FEET TO A POINT OF CURVATURE WITH A 1908.69 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THE CENTER OF SAID CURVE BEARS SOUTH 44°30'47" WEST (2) THENCE SOUTHEASTERLY 240.71 FEET ALONG THE ARC OF SAID CURVE (CHORD TO SAID CURVE BEARS SOUTH 41°52'27" EAST FOR A DISTANCE OF 240.55 FEET); THENCE SOUTH 77°31'49" WEST 132.96 FEET TO POINT OF CURVATURE WITH A 284.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY 189.30 FEET ALONG THE ARC OF SAID CURVE (CHORD TO SAID CURVE BEARS SOUTH 58°26'05" WEST FOR A DISTANCE OF 185.82 FEET); THENCE SOUTH 39°20'22" WEST 83.55 FEET; THENCE NORTH 50°39'38" WEST 20.52 FEET; THENCE SOUTH 41°42'34" WEST 283.49 FEET; THENCE SOUTH 48°17'26" EAST 631.98 FEET TO POINT OF CURVATURE WITH A 150.00 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY 97.40 FEET ALONG THE ARC OF SAID CURVE (CHORD TO SAID CURVE BEARS SOUTH 66°53'37" EAST FOR A DISTANCE OF 95.70 FEET); THENCE SOUTH 0°02'45" EAST 300.65 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 7800 SOUTH STREET, THENCE WESTERLY ALONG THE NORTH RIGHT OF WAY LINE OF SAID 7800 SOUTH STREET THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 89°59'10" WEST 31.81 FEET; (2) NORTH 88°21'05" WEST 231.29 FEET; (3) SOUTH 89°44'01" WEST 154.96 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**  
LEGAL DESCRIPTION OF THE BENEFITTED PROPERTY

**A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MOUNTAIN VIEW CORRIDOR HIGHWAY, SAID POINT BEING NORTH 89°58'35" EAST 217.02 FEET ALONG THE SECTION LINE AND NORTH 0°01'25" WEST 84.35 FEET, AND NORTH 20°15'47" WEST 16.12 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE EAST RIGHT OF WAY LINE OF SAID MOUNTAIN VIEW CORRIDOR HIGHWAY THE FOLLOWING TWO (2) COURSES: (1) NORTH 20°15'47" WEST 208.21 FEET TO A POINT OF CURVATURE ON A 1,108.00 FOOT RADIUS CURVE TO THE LEFT; (2) NORTHERLY 155.58 FEET ALONG THE ARC OF SAID CURVE, CHORD BEARS NORTH 24°17'06" WEST 155.45 FEET; THENCE NORTH 41°22'36" EAST 306.77 FEET; THENCE SOUTH 48°17'26" EAST 366.85 FEET TO A POINT OF CURVATURE ON A 142.00 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY 91.57 FEET ALONG THE ARC OF SAID CURVE, CHORD BEARS SOUTH 66°45'54" EAST 89.99 FEET; THENCE SOUTH 0°02'45" EAST 287.48 FEET; THENCE SOUTH 89°58'48" WEST 423.52 FEET TO THE POINT OF BEGINNING

CONTAINS 214,066 SQUARE FEET, OR 4.914 ACRES