

WHEN RECORDED, MAIL TO:

AA Alpine Self Storage—West Valley City, LLC
3330 South 5600 West
West Valley City, UT 84120

Tax Parcel Numbers: 14-26-476-031; 14-26-476-023; 14-26-476-043; 14-26-476-044, 14-26-476-045; 14-26-476-046; 14-26-476-048; 14-26-476-047; 14-26-476-038; 14-26-476-052; 14-26-476-042; 14-26-476-029; 14-26-476-056; 14-26-476-041; 14-26-476-025

**SIXTH AMENDMENT TO
FIFTH AMENDMENT TO AND TOTAL RESTATEMENT OF DECLARATION OF
RESTRICTIONS AND GRANT OF EASEMENTS and FIFTH AMENDMENT TO
CROSS EASEMENT AGREEMENT**

This Sixth Amendment to Fifth Amendment to and Total Restatement of Declaration of Restrictions and Grant of Easements (this "Sixth Amendment—Declaration"), and Fifth Amendment to Cross Easement Agreement (this "Fifth Amendment—Cross Easement") is effective as of this 30th day of May 2023 by the undersigned property owners.

RECITALS

A. The undersigned (the "Parties") are the owners of one or more parcels of land in a commercial shopping center located at the northwest corner of the intersection of 5600 West Street and 3500 South Street in West Valley City, Salt Lake County, Utah (the "Shopping Center").

B. The Shopping Center is subject to that that certain "Fifth Amendment to and Total Restatement of Declaration of Restrictions and Grant of Easements" dated October 27, 1992, and recorded in the official records of the Salt Lake County Recorder, State of Utah, on December 16, 1992, in Book 6574, at Page 75 et seq., as Entry Number 5396348, as amended by that certain "First Amendment to Fifth Amendment to and Total Restatement of Declaration of Restrictions and Grant of Easements" dated June 19, 1997, and recorded in the official records of the Salt Lake County Recorder, State of Utah on October 28, 1997, in Book 7791, at Page 2229 et seq., as Entry Number 6774493, and further amended by that certain "Second Amendment to Fifth Amendment to and Total Restatement of Declaration of Restrictions and Grant of Easements" dated November 3, 2015, and recorded in the official records of the Salt Lake County Recorder, State of Utah on November 13, 2015, in Book 10379, at Page 1454 et seq., as Entry Number 12170367, and further amended by that certain "Third Amendment to Fifth Amendment to and

COURTESY RECORDING ONLY

Cottonwood Title disclaims any
liability as to the condition of title
and as to the content, validity,
or effects of this document.

Total Restatement of Declaration of Restrictions and Grant of Easements" dated May 6, 2019, and recorded in the official records of the Salt Lake County Recorder, State of Utah on June 11, 2019, in Book 10790, at Pages 5224, 5232, and 5240 et seq., as Entry Number 13006789, 13006790, and 13006791, and further amended by that "Fourth Amendment to Fifth Amendment to and Total Restatement of Declaration of Restrictions and Grant of Easements" dated July 16, 2019, and recorded in the official records of the Salt Lake County Recorder, State of Utah on July 16, 2019, in Book 10803, at Page 8425 et seq., as Entry Number 13030407 (as amended the "Declaration").

C. The Shopping Center is also subject to that certain "Fourth Amendment to and Total Restatement of Common Area Maintenance Agreement" dated October 27, 1992, and recorded in the official records of the Salt Lake County Recorder, State of Utah, on December 16, 1992, in Book 6574, at Page 129 et seq., as Entry Number 5396349, as amended by that "First Amendment to Fourth Amendment to and Total Restatement of Common Area Maintenance Agreement" dated June 19, 1997, and recorded in the official records of the Salt Lake County Recorder, State of Utah, on October 28, 1997, in Book 7791, at Page 2212 et seq., as Entry Number 6774492 (as amended, the "CAM Agreement").

D. Certain of the parcels constituting the Shopping Center are subject to a "Cross Easement Agreement (Church Parcel)" by and between Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation Sole, GFI Ltd. II – WVC Investments, Ltd., a Utah limited partnership, and Albertson's Inc., a Delaware corporation, dated July 28, 1983 and recorded July 29, 1983 as Entry No. 3824473 in Book 5478 at Page 2373, as amended by that certain "First Amendment to Declaration of Restrictions and Grant of Easements, Common Area Maintenance Agreement, Development Agreement and Cross Easement Agreement (Church Parcel)", recorded August 24, 1984 as Entry No. 3984818 in Book 5584 at Page 2246, as further amended by that certain "Second Amendment to Declaration of Restrictions and Grant of Easements, Common Area Maintenance Agreement, Development Agreement and Cross Easement Agreement (Church Parcel)", recorded March 29, 1985 as Entry No. 4066915 in Book 5640 at Page 2410 and recorded April 8, 1985 as Entry No. 4070921 in Book 5643 at Page 1761, as further amended by that certain "Consent to Fifth Amendment to and Total Restatement of Declaration of Restrictions and Grant of Easements and Amendment to Cross Easement Agreement and Confirmation and Grant of Easements", recorded September 23, 2016 as Entry No. 12372201 in Book 10479 at Page 6233 (as amended, the "Cross Easement Agreement").

E. The Declaration, CAM Agreement, and Cross Easement Agreement were further amended by the "Fifth Amendment To Fifth Amendment To And Total Restatement of Declaration of Restrictions and Grant of Easements and Second Amendment To Fourth Amendment To and Total Restatement of Common Area Maintenance Agreement and Fourth Amendment To Cross Easement Agreement" dated June 23, 2021, and recorded in the official records of the Salt Lake County Recorder, State of Utah on June 30, 2021, in Book 11200, at

Page 1011 et seq., as Entry Number 13705856 (as amended, collectively, the "Restated Declaration"). Capitalized terms used in this Sixth Amendment—Declaration and Fifth Amendment—Cross Easement that are not defined herein shall have the meanings given to them in the Restated Declaration.

F. Two of the parcels within the Shopping Center, Parcel 5 and Lot 3, as described in the Exhibits or Schedules to the Restated Declaration documents have been combined into one parcel (now known as Lot 3A), so the Exhibits or Schedules related to the Site Plan and Property Descriptions need to be updated to reflect the combined parcels.

G. Paragraph 7.5 of the Declaration states that it may not be modified in any respect or rescinded except with the consent of the Prime Lessees and/or the owners of Parcels 2, 7, and Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 (Lots 2-6 are collectively referred to herein as the "Alpine Lots"). Paragraph 7.5 of the Declaration further states that the consent of the owners of Parcels 4 and 10 is required if any modification or rescission affects access between such Parcels and the remainder of the Shopping Center or imposes any restrictions on those Parcels. The modifications to the Restated Declaration made in this Sixth Amendment—Declaration do not affect access to or impose restrictions on Parcels 4 or 10.

H. As the owners and/or Prime Lessees of Parcels 2, 7, and the Alpine Lots, the Parties have the authority to amend or modify the Restated Declaration in the manner set forth in this Sixth Amendment—Declaration.

I. Paragraph 5 of the Cross Easement Agreement states that it may not be modified in any respect or rescinded except with the consent of owners of Parcels 7, 8, and the Alpine Lots.

J. The Parties will record a separate notice regarding the amended Site Plan and Property Descriptions under the CAM Agreement, as the updated Site Plan and Property Descriptions do not affect the rights or obligations of the owners of property who are subject to the CAM Agreement.

AMENDMENT

NOW, THEREFORE, the Parties hereby declare, for the reasons cited above, that all of the property in the Shopping Center shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the property, and be binding on all Parties having any right, title, or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof:

1. Incorporation of Recitals. The Parties acknowledge the truth and accuracy of the statements set forth in the above Recitals and incorporate the same herein by this reference.

2. Amendment to Revised Exhibit “A” Site Plan. The Exhibits and Schedules containing a Site Plan attached to the Restated Declaration documents are hereby amended to show the combined Parcel 5 and Lot 3 (to be known as Lot 3A) as set forth on the amendment to the Revised Exhibit “A” Site Plan attached hereto as Attachment 1 and made an integral part of the Restated Declaration documents.

3. Amendment to Revised Exhibit “B” Property Descriptions. The Exhibits or Schedules containing relevant Parcel or Legal Descriptions attached to the Restated Declaration documents are hereby amended to show the combined Parcel 5 and Lot 3 (to be known as Lot 3A) as set forth on the amendment to the Revised Exhibit “B” Property Descriptions attached hereto as Attachment 2 and made an integral part of the Restated Declaration documents.

4. Amendment to Use Restrictions. Notwithstanding anything set forth in the Restated Declaration documents to the contrary, in no event will Former Parcel 5 and Lot 3, now known as Lot 3A, be prohibited from constructing and operating a car wash and oil change operation with vehicular drive through on Lot 3A provided that both the car wash and oil change operations are at all times operated in compliance with Section 5.2 of the Restated Declaration related to car washes and oil change operations.

5. Previous Documents. Any provisions in previously recorded documents that are inconsistent with the terms of this document are hereby terminated.

6. Severability. If the terms or provisions of this Sixth Amendment—Declaration, or Fifth Amendment—Cross Easement are determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Sixth Amendment—Declaration, or Fifth Amendment—Cross Easement, or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that the remaining terms and conditions are sufficient to carry into effect the original intentions and purposes of the Parties in entering into this Sixth Amendment—Declaration, or Fifth Amendment—Cross Easement, respectively.

7. Remaining Terms Unchanged. Except as expressly amended and modified by this Sixth Amendment—Declaration, or Fifth Amendment—Cross Easement, all of the remaining terms and conditions set forth in the Restated Declaration documents shall remain unchanged and in full force and effect.

8. Entire Agreement. This Sixth Amendment—Declaration, and Fifth Amendment—Cross Easement constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersede all prior negotiations and understandings with respect thereto. The terms of this Sixth Amendment—Declaration, and Fifth Amendment—Cross Easement may not be contradicted by evidence of any alleged oral agreement or understanding to the contrary. No course of dealings between the Parties, no usage of trade, and no parole or

extrinsic evidence of any nature shall be used or be relevant to supplement, explain, or modify any term or provision of this Sixth Amendment—Declaration, or Fifth Amendment—Cross Easement. This Sixth Amendment—Declaration, and Fifth Amendment—Cross Easement shall be binding on, and shall inure to the benefit of, the Parties and their respective successors and assigns and all persons claiming by, through or under them.

9. Amendment and Waivers. No amendment or waiver of any provision of this Sixth Amendment—Declaration, or Fifth Amendment—Cross Easement will be valid and binding unless it is in writing and signed by all of the Parties hereto, or in the case of a waiver, is signed by the Party against whom the waiver is to be effective. No waiver by any Party hereto shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.

10. No Third-party Beneficiaries. The Parties hereby agree that their respective representations, warranties, and covenants as set forth herein are solely for the benefit of the other Parties hereto and this Sixth Amendment—Declaration, and Fifth Amendment—Cross Easement are not intended to, and do not confer upon any person other than the Parties hereto any rights or remedies hereunder, including without limitation the right to rely upon the representations and commitments set forth herein.

11. No Presumption Against Drafting Party. Each Party acknowledges that it was represented by legal counsel in the drafting of this Sixth Amendment—Declaration and Fifth Amendment—Cross Easement. The Parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Sixth Amendment—Declaration, and Fifth Amendment—Cross Easement and hereby waive the application of any such rule of construction.

12. Counterparts and Electronic Signatures. This Sixth Amendment—Declaration, and Fifth Amendment—Cross Easement may be executed in counterparts, each of which shall be deemed an original instrument and all of which shall constitute a single agreement. The execution of a counterpart electronically by a Party shall be sufficient to bind such Party, provided all of the other Parties have executed one or more counterpart. Any Party may remove the signature page from any counterpart and attach the same to any other counterpart for the purpose of creating a single document bearing the signatures of all Parties.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

PARCEL OWNERS
(required signatories)

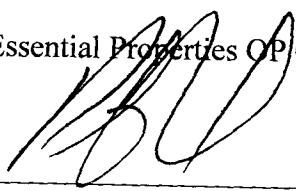
PARCEL OWNERS

For Parcel 7:

SCF RC Funding IV LLC

By: Essential Properties, L.P., its Manager

By: Essential Properties OP G.P., LLC, its General Partner

By:  _____

Its: President & CEO

STATE OF NEW JERSEY)

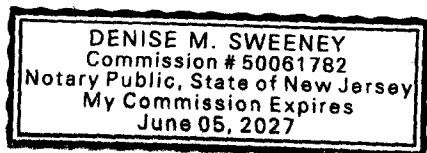
: ss.:

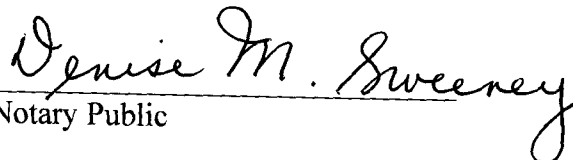
COUNTY OF MERCER)

On this 30th day of May, 2023, before me personally appeared Peter M. Mavoides, to me known to be the individual, who, being by me duly sworn, did acknowledge that he is the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[SEAL]





Notary Public

Address: 902 Carnegie Center Blvd.; Suite 520
Princeton, New Jersey 08540

My commission expires: June 5, 2027

PARCEL OWNERS

For Parcel 8 and Lots 2, 3, 4, 5, and 6:

AA Alpine Self Storage—West Valley City, LLC

[Handwritten Signature]

By: Aaron Frazier
Its: Manager

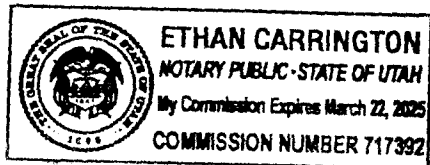
STATE OF UTAH _____)
: ss.:
COUNTY OF UTAH _____)

On this 06 day of JUNE, 2023, before me personally appeared AARON FRAZIER, to me known to be the individual, who, being by me duly sworn, did acknowledge that he (she) (they) is (are) the person (persons) described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Handwritten Signature: Ethan Carrington]

Notary Public



Address: 1454 E MAIN ST.
LEHI, UT 84043

[SEAL]

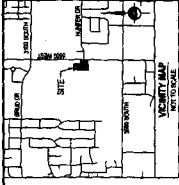
My commission expires: 03-22-2025

ATTACHMENT 1
(AMENDMENT TO REVISED EXHIBIT "A" SITE PLAN)

See Attached

MOUNTAIN VIEW BUSINESS PLAZA LOT 3 AMENDED AND EXTENDED

AMENDING AND EXTENDING LOT 3, MOUNTAIN VIEW BUSINESS PLAZA, LOT 3 AMENDED AND EXTENDED, MOUNTAIN VIEW BUSINESS PLAZA, TOWNSHIP 13 NORTH, RANGE 5 WEST, SALT LAKE BASIN, 4000000000, WEST VALLEY CITY, SALT LAKE COUNTY, UTAH
FINAL PLAN



APPLICANT'S CERTIFICATE
I, the undersigned, have prepared the attached and hereby certify that the same are a true and correct copy of the original as shown to me, and that the same conform to the provisions of the laws of the State of Utah, and the rules and regulations of the Board of Surveyors, Salt Lake County, Utah, governing the recording of such instruments.

EXAMINER'S DESCRIPTION
I, the undersigned, have examined the attached and hereby certify that the same are a true and correct copy of the original as shown to me, and that the same conform to the provisions of the laws of the State of Utah, and the rules and regulations of the Board of Surveyors, Salt Lake County, Utah, governing the recording of such instruments.

APPROVED BY THE BOARD OF SURVEYORS, SALT LAKE COUNTY, UTAH
JUNE 13, 2023

OWNER'S DECLARATION AND CONSENT TO RECORD
MOUNTAIN VIEW BUSINESS PLAZA
LOT 3 AMENDED AND EXTENDED

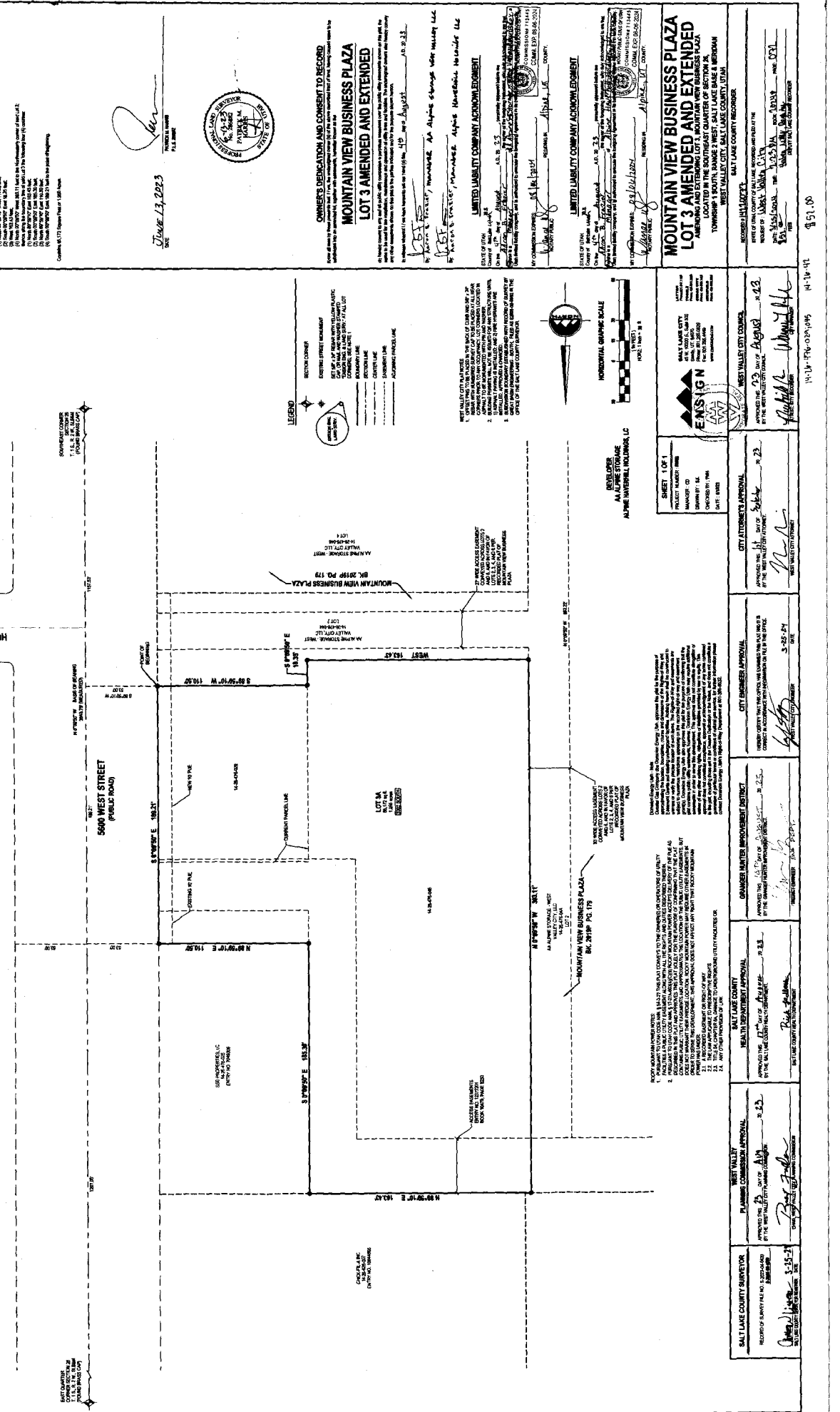
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE

COMMISSIONER: ALPINE, J.C.

CLERK: ALPINE, J.C.



14221793 B: 11480 P: 9947 Page 11 of 12

ATTACHMENT 2

(AMENDMENT TO REVISED EXHIBIT "B" PROPERTY DESCRIPTIONS)

EXISTING LEGAL DESCRIPTIONS:

PARCEL 5:

Beginning at a point which is North 00°09'50" West along the section line 1157.53 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 110.50 feet; thence North 00°09'50" West 129.50 feet; thence North 89°59'10" East 110.50 feet; thence South 00°09'50" East 129.21 feet to the point of beginning.

LOT 3:

Lot 3 of the Mountain View Business Plaza.

NEW PROPERTY DESCRIPTION:

LOT 3A:

Lot 3A, as shown on the MOUNTAIN VIEW BUSINESS PLAZA LOT 3 AMENDED AND EXTENDED, as recorded in the office of the Salt Lake County recorder, state of Utah.