

AFTER RECORDING, RETURN TO:

WDG Trail Crossing II LLC  
1178 W Legacy Crossing  
Centerville, UT 84014

14252476 B: 11498 P: 222 Total Pages: 11  
06/14/2024 09:32 AM By: Mwestergard Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: WDG TRAIL CROSSINGS II LLC  
1178 W LEGACY CROSSING CENTERVILLE, UT 84014



APNs: 26-24-353-016, 26-24-353-004, 26-24-353-005, 26-24-353-010, 26-24-353-011, 26-24-353-007, 26-24-353-009

### USE RESTRICTION

THIS USE RESTRICTION (this "**Restriction**") is entered into this 13<sup>th</sup> day of June, 2024, by and between WDG TRAIL CROSSING II LLC, a Utah limited liability company ("**WDG II**"), and WDG TRAIL CROSSING, LLC, a Utah limited liability company ("**WDG**").

### RECITALS

WHEREAS, WDG is the owner of those certain parcels of land located in South Jordan, Utah, and more particularly described on Exhibit B attached hereto and incorporated herein by this references ("**WDG Parcels**");

WHEREAS, WDG II is the fee owner of that certain parcel of land located in South Jordan, Utah, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("**WDG II Parcel**");

WHEREAS, The WDG II Parcel is part of a larger shopping center (the "**Shopping Center**") which is encumbered by that certain Restrictions and Easements Agreement recorded November 25, 2015, as Entry No. 12178028, in Book 10382, at Page 6541, in the office of the Salt Lake County Recorder ("**Recording Office**"), as amended by that certain First Amendment to Restrictions and Easements Agreement recorded May 3, 2018, as Entry No. 12765714, in Book 10671, at Page 1698, in the Recording Office, as further amended by that certain Second Amendment to Restrictions and Easements Agreement recorded April 5, 2022, as Entry No. 13926860, in Book 11325, at Page 5324, in the Recording Office, and as further amended by that certain Third Amendment to Restrictions and Easements Agreement recorded concurrently herewith (collectively, the "**Master REA**"), and as may be further amended from time to time. Any capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Master REA; and

WHEREAS, WDG and WDG II desire to record this Restriction in order to restrict the use of the WDG II Parcel and the WDG Parcels and to preserve the value of the WDG II Parcel and the WDG Parcels, and to protect the rights of WDG II, WDG, and any current and future owners or occupants of the Shopping Center, including without limitation, the WDG II Parcel and the WDG Parcels.

## A G R E E M E N T

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WDG II and WDG hereby agree as follows:

1. **WDG II Use Limitations.** WDG II acknowledges that certain exclusives and restrictions have previously been agreed to with tenants of the WDG Parcels and the Shopping Center. In addition to any exclusives and restrictions that may be set forth in the Master REA, WDG II hereby agrees that it shall not violate, and the WDG II Parcel shall not be used so as to violate, the existing exclusives under the heading “WDG Parcels” set forth on Exhibit C attached hereto and incorporated herein by reference (“**Existing WDG Exclusives**”). In the event (i) of a termination of lease with any tenant holding an Existing WDG Exclusive listed in Exhibit C, or (ii) an Existing WDG Exclusive is no longer in effect for any reason, then WDG II shall no longer be bound under the terms herein as to that specific Existing WDG Exclusive. WDG agrees to provide status of any Existing WDG Exclusive at any time upon written notice from WDG II.

2. **WDG Use Limitations.** WDG acknowledges that certain exclusives and restrictions have previously been agreed to with tenants of the WDG II Parcel and the Shopping Center. In addition to any exclusives and restrictions that may be set forth in the Master REA, WDG hereby agrees that it shall not violate, and the WDG Parcels shall not be used so as to violate the existing exclusives under the heading “WDG II Parcel” set forth on Exhibit C attached hereto and incorporated herein by reference (“**Existing WDG II Exclusives**”). In the event (i) of a termination of lease with any tenant holding an Existing WDG II Exclusive listed in Exhibit C, or (ii) an Existing WDG II Exclusive is no longer in effect for any reason, then WDG shall no longer be bound under the terms herein as to that specific Existing WDG II Exclusive. WDG II agrees to provide status of any Existing WDG II Exclusive at any time upon written notice from WDG.

3. **Running with the Land.** This Restriction and the agreements contained herein shall be deemed a covenant running with the land, shall run with the title to the WDG II Parcel and the WDG Parcels, and shall bind WDG II, WDG, and their heirs, successors, and assigns. This Restriction and the agreements contained herein are made for the benefit of the WDG Parcels and the WDG II Parcel, and shall run with and benefit the WDG Parcels and the WDG II Parcel. Every contract, deed, or other instrument hereafter executed covering or conveying the WDG II Parcel and the WDG Parcels shall be deemed to have been executed, delivered, and accepted subject to this Restriction, regardless of whether this Restriction is set forth in or referenced in such contract, deed, or other instrument.

4. **Enforcement.** In the event of breach or threatened breach of any provision of this Restriction, the owner of any of the WDG Parcels, the owner of the WDG II Parcel, or the party to whom authority has been delegated, shall be entitled to pursue the remedies set forth in Section 8.c. of the Master REA and/or pursue any other remedies available at law or equity.

5. **Miscellaneous Provisions.**

(a) All rights, powers and remedies provided for herein may be exercised only to the extent that the exercise thereof does not violate any law. In the event that any of the covenants, agreements, terms, or provisions contained herein shall be deemed invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, or provisions contained herein shall be in no way affected prejudiced or disturbed thereby.

(b) This Restriction shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

(c) This Restriction may be modified or cancelled only by a recorded instrument executed by all of the owners of the WDG II Parcel and all of the owners of the WDG Parcels.

IN WITNESS WHEREOF, WDG II and WDG have executed this Restriction as of the date first set forth above.

**WDG II:**

WDG TRAIL CROSSING II LLC,  
a Utah limited liability company

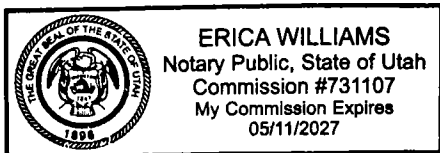
By: *[Signature]*

Name: SPENCER H. WRIGHT

Its: MANAGER

STATE OF Utah )  
COUNTY OF Davis ) : ss.

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of June, 2024, by Spencer H. Wright, the Manager of WDG Trail Crossing II LLC, a Utah limited liability company.



*[Signature]*  
NOTARY PUBLIC  
Residing at: 2889 N 1150 W Layton, UT 84041

My Commission Expires:

5.11.2027

WDG:

WDG TRAIL CROSSING, LLC,  
a Utah limited liability company

By: Millcreek Partners, LLC, a Utah  
limited liability company, Manager

By: CW The Manager, LLC, a Utah  
limited liability company, Manager

By: CW Development Group, LLC, a  
Utah limited liability company, Manager

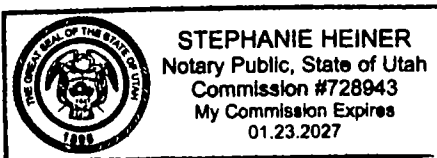
By:   
Name: Darlene Carter, CEO

STATE OF Utah )  
   : ss.  
COUNTY OF Davis )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June,  
2024, by Darlene Carter, the CEO, through affiliates of WDG Trail Crossing,  
LLC, a Utah limited liability company.

NOTARY PUBLIC  
Residing at: Layton, UT  
My Commission Expires: 01.23.2027





**EXHIBIT A**  
**TO**  
**USE RESTRICTION**

**Legal Description of the WDG II Parcel**

LOT C-101B, KENNECOTT DAYBREAK VLGE 7A PL 1 2ND AMENDMENT

**EXHIBIT B  
TO  
USE RESTRICTION**

**WDG Parcels**

LOTS C-103, C-104, C-105A, C-105B, C-106 AND C-108, KENNECOTT DAYBREAK VILLAGE 7A, PLAT 1, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED NOVEMBER 20, 2015, AS ENTRY NO. 12174130, IN BOOK 2015P, PAGE 261, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH.

**EXHIBIT C  
TO  
USE RESTRICTION**

**Existing Exclusives**

**WDG II Parcel**

Salon Centric

Subject to leases in effect as of the Effective Date, Lessor covenants and agrees not to lease, rent, occupy, or allow to be occupied, any part of the Shopping Center for the purpose of the wholesale or retail sale of beauty, hair, or skin care products. Should Lessee, or a sublessee or assignee of Lessee, cease to conduct business for the permitted uses in the Leased Premises, this covenant shall then terminate upon the date of cessation of such business. This covenant shall run with the Property.

Dogtopia

Provided that: (i) Tenant is not in default of this Lease beyond any cure period; (ii) Tenant is in leasehold possession of the Premises; and (iii) Tenant is open for normal operation at the Premises, Landlord will not lease to another tenant in the Shopping Center that provides daycare, training, and overnight boarding for pets. Tenant acknowledges that Scent Hound and has a signed lease in the Shopping Center and has the exclusive right to provide Grooming for pets within the Shopping Center.

**WDG Parcels**

Pony Express Dental

No other space within the Shopping Center shall offer dental services or dental specialty services (including but not limited to orthodontics, endodontics, pediatric dentistry, oral & maxillofacial, periodontics and prosthodontics).

Café Trang

Landlord shall not lease any space in the Shopping Center to a tenant: (a) operating a restaurant providing Vietnamese cuisine; or (b) selling Pho and Boba drinks.

Elegant Brow & Spa

Landlord shall not lease any space in the Shopping Center to a tenant specializing in eye brow treatments.

AT&T

Landlord shall not lease any space in the Shopping Center for the sale of AT&T wireless communication products and services, local and long distance services and products, cable television products and services, satellite products and services, video entertainment products and services, Internet access products and services, and/or mobile electronic devices and services. Additionally, Landlord and Tenant agree that Landlord shall have the right to lease space to no more than two (2) additional tenants whose primary use is the sale of wireless communication products and services, local and long distance services and products, cable television products and services, satellite products and services, video entertainment products and services, Internet access products and services, and/or mobile electronic devices and services..



#### Jersey Mike's Subs

Landlord will not sell or permit any party, other than Tenant (and any existing tenants at the time of Lease execution whose permitted use provision expressly allows the sale of deli style sandwiches), to operate in the Shopping Center whose primary use is the sale of submarine or deli style sandwiches or cheesesteaks for either on-site or off-site consumption. For purposes of this paragraph, "primary use" is defined as a business in which more than ten percent (10%) of gross revenues are derived from the sale of the above products. The foregoing exclusive use restriction shall not apply to supermarkets, grocery stores, convenience stores or other similar retail stores where the sale of submarine or deli style sandwiches is not the primary merchandise (meaning it's less than 10%), or to existing tenants at the time of Lease execution whose permitted use provision expressly allows the sale of deli style sandwiches.

#### Beans & Brews

No other store within the Shopping Center shall offer or provide the retail sale of coffee or tea nor shall Landlord permit a competing business within the Shopping Center. A competing business is herein defined as a business in which more than 5% of gross revenues are derived from the sale of coffee and/or tea beverages. The foregoing exclusive use restriction shall not apply to supermarkets, grocery stores, convenience stores or other similar retail stores where the sale of coffee is not the primary merchandise.

#### Marco's Pizza

No other space within the Shopping Center shall sell carry-out and/or delivery pizza and pizza-type products if such tenant derives more than fifteen percent (15%) of its gross sales from the sale of carry-out and/or delivery pizza and pizza-type products.

#### Great Clips

No other store within the shopping center shall offer or provide hair cuts for under \$25.00, and the following Haircutters shall not be allowed to operate in the development: Sports Clips, Super Cuts, Fantastic Sams and Dollar Cuts.

#### Bonnie Nails

Landlord shall not permit a competing business within the Shopping Center. A competing business is herein defined as a business in which more than 25% of gross revenues are derived from providing nail pedicures and manicures. The foregoing exclusive use restriction shall not apply to supermarkets, grocery stores, convenience stores, spas or salons, or other similar retail stores where the provision of nail pedicures and manicures is not the primary service.

#### UPS Store

Landlord shall not lease any space to a tenant, nor allow any of its current tenants, including temporary vendors, to offer, sell or provide any of the following products or services, except as incidental to a tenant's transactions or any pharmacy, grocery or health and beauty aid store tenant or to any tenant over 5,000 square feet: packaging and shipping services; UPS, DHL, FedEx or any other related overnight delivery and/or courier services; sales of USPS metered mail; facsimile services for profit; printing services (including color and black and white photocopying, digital printing, digital imaging, binding, on-line printing/document access; laminating; large format printing and the production of banners); on-site computer time rentals (including document access); mailbox services; Live Scan technology (i.e., digital fingerprinting) and/or to provide, offer and/or sell any substitutes which are the technological evolution of the foregoing.

Scenthound

Landlord will not sell or permit any party, other than Tenant, to operate in the Shopping Center whose primary use is the operation of a dog grooming/dog health & wellness business during the Term of this Lease, as such term may be extended.

Arby's

Landlord shall not permit more than one other tenant in addition to Tenant within the Shopping Center whose primary business is the sale of deli style sandwiches, including, but not limited to sliced beef, sliced turkey, and chicken sandwiches. The foregoing exclusive use restriction shall not apply to supermarkets, grocery stores, convenience stores, or other similar retail stores where the sale of deli style sandwiches is not the primary merchandise or to tenants occupying more than 3,200 square feet. Landlord shall not lease space in the Shopping Center to Capriotti's and Firehouse Subs.

Wells Fargo Bank

No other space within the Shopping Center shall offer banking services. The foregoing notwithstanding: (a) Landlord shall have the right to lease one other space in the Shopping Center to a credit union; and (b) banking services shall be permitted in the Smith's Marketplace building.

Copper View Eye Care

Landlord shall not lease any space in the Shopping Center to a tenant specializing in optometry or, except for Smith's Marketplace, the sale of prescription optical glasses, but not including the sale of sun or reading glasses.

Swig

Landlord shall not lease space in the Shopping Center to any other tenant whose primary sales are derived from the sale of soft drinks and cookies.

Discovery Kids Preschool

Landlord shall not permit any other preschool within the Shopping Center. For the avoidance of doubt, preschool does not include daycare.

Karuwaa

Landlord shall not lease any space in the Shopping Center to a tenant operating a restaurant providing Indian or Nepali cuisine.

McDonald's

No property located within the Shopping Center will be leased, used or occupied as any of the following named restaurants or food service establishments:

- |                 |                        |                  |
|-----------------|------------------------|------------------|
| Apollo Burgers  | A&W                    | Astor Burgers    |
| Atlanta Burgers | Burger Chef            | Backyard Burgers |
| Artic Circle    | Carl's Jr.             | Burger King      |
| Burger Street   | Cheeburger, Cheeburger | Olympic Burgers  |
| Checkers        | Crystal Burgers        | Rally's          |
| Crown Burgers   | Del Taco               | Roy Rogers       |
| Dairy Queen     | Hire's Big H           | Steak 'N' Shake  |

In and Out Burgers  
Rax  
Sonic  
Tim Horton's  
Five Guys Burgers  
Freddy's Frozen Custard and  
Steakburger

Hardee's  
Jack-in-the-Box  
Johnny Rockets  
Culver's  
The Habit

Wendy's  
White Castle  
Whataburger  
Smashburger

Costa Vida

Landlord shall not lease any space within the Shopping Center to a tenant that operates a Mexican food or Tex/Mex Restaurant or another business in which more than 20% of gross revenues are derived from the sale of Mexican Food and/or Wraps/Burritos and other related merchandise.

Wingstop

Landlord will not lease or permit any space within the Shopping Center, other than the Premises, to: i) a food or restaurant tenant having the word "Wing" in their name; or (ii) a tenant serving chicken wings as either a main menu item or exceeding fifteen percent (15%) of that Tenant's total annual sales.

Snelgrove Ice Cream

Landlord shall not lease any of their owned properties in the immediate vicinity and shopping center to ice cream shops or tenants whose gross sales in ice cream products exceed 15% of their total business.