



W2718197

After recording return to:
Blain H. Johnson
Johnson Law Firm
2036 Lincoln Avenue, Suite 102B
Ogden, Utah 84401

E# 2718197 PG 1 OF 20
Leann H. Kilts, WEBER COUNTY RECORDER
16-Jan-15 12:20 PM FEE \$59.00 DEP SY
REC FOR: JOHNSON LAW FIRM
ELECTRONICALLY RECORDED

Tax Parcels: 08-513-0001, 08-513-0002, 08-513-0003, 08-513-0004,
08-513-0005, 08-513-0006, 08-513-0007, 08-513-0009, 08-513-0010,
DECLARATION OF COVENANTS, CONDITIONS AND EASEMENTS 08-513-0011,
08-513-0012

THIS DECLARATION OF COVENANTS, CONDITIONS AND EASEMENTS (this "Declaration") is made as of the 15th day of January, 2015, by and among: MIDLAND ACC, LLC, a Utah limited liability company ("Midland"); STORAGE STAR, LLC, a Utah limited liability company ("Storage"); THE BRUCE A. CROUCH REVOCABLE TRUST under Amendment and Restatement of Declaration of Trust dated September 23, 2005 ("Crouch Trust"); TRIPLE STOP AUTOMATIC CAR WASH, LLC, a Utah limited liability company ("Triple Stop Automatic"); 3D PROPERTIES, L.L.C., a Utah limited liability company ("3D"); TRIPLE STOP SELF SERVICE CAR WASH, LLC, a Utah limited liability company ("Triple Stop Self Service"); and CROUCH PROFESSIONAL PLAZA, LLC, a Utah limited liability company ("Crouch Professional"), which collectively declare that each Parcel (as hereinafter defined) of the Subdivision Property (as hereinafter defined) is and shall be held, transferred, sold, conveyed and occupied subject to the following:

RECITALS

WHEREAS, Midland, Storage, Crouch Trust, Triple Stop Automatic, 3D, Triple Stop Self Service and Crouch Professional are all owners of parcels within the Midland Commercial Subdivision, filed for record in the Office of the Weber County Recorder's Office on October 26, 2009, as Entry No. 2441060 (the "Subdivision Property");

WHEREAS, Midland, Storage, Crouch Trust, Triple Stop Automatic, 3D, Triple Stop Self Service and Crouch Professional are each sometimes referred to herein as an "Owner" and collectively as the "Owners."

WHEREAS, Midland is the owner of Lots 1 and 2 in the Subdivision Property, containing approximately 1.10 acres of land, as more particularly described on Exhibit "A" attached hereto (the "Midland Parcels");

WHEREAS, Storage is the owner of Lots 3 and 4 in the Subdivision Property, containing approximately 1.87 acres of land, as more particularly described on Exhibit "B" attached hereto (the "Storage Parcels");

WHEREAS, Crouch Trust is the owner of Lots 5, 6, 8 and 11 in the Subdivision Property, collectively containing approximately 1.74 acres of land, as more particularly described on Exhibit "C" attached hereto (the "Crouch Trust Parcels");

WHEREAS, Triple Stop Automatic is the owner of Lot 7 in the Subdivision Property, containing approximately 0.36 acres of land, as more particularly described on Exhibit "D" attached hereto (the "Triple Stop Automatic Parcel");

WHEREAS, 3D is the owner of Lot 9 in the Subdivision Property, containing approximately 0.62 acres of land, as more particularly described on Exhibit "E" attached hereto (the "3D Parcel");

WHEREAS, Triple Stop Self Service is the owner of Lot 10 in the Subdivision Property, containing approximately 0.47 acres of land, as more particularly described on Exhibit "F" attached hereto (the "Triple Stop Self Service Parcel");

WHEREAS, Crouch Professional is the owner of Lot 12 in the Subdivision Property, containing approximately 0.43 acres of land, as more particularly described on Exhibit "G" attached hereto (the "Crouch Professional Parcel");

WHEREAS, Midland Parcels, Storage Parcels, Crouch Trust Parcels, Triple Stop Automatic Parcel, 3D Parcel, Triple Stop Self Service Parcel and Crouch Professional Parcel are each sometimes referred to herein as a "Parcel" and collectively as the "Parcels."

WHEREAS, the Owners intend to enter into this Declaration to create certain easements and to provide for certain covenants and conditions regarding the use of the Property.

NOW, THEREFORE, ERT does hereby declare as follows:

1. Easements.

1.01 Access Across the Subdivision Property. Each Owner hereby grants, declares and establishes for the benefit of the Property and all Parcels a perpetual and non-exclusive easement on, over and across the surface of that portion of each of the Parcels as described on Exhibit "H" attached hereto and identified thereon by cross-hatch containing directional arrows (the "Subdivision Access Easement Area") to provide a means of paved vehicular access to and from the Subdivision Property across each Parcel. When the Owner of a Parcel constructs any improvements on its Parcel, the Owner shall do so in such a way as to avoid any unreasonable interference with the enjoyment and use of the Subdivision Access Easement Area. Any improvement constructed on a Parcel must conform with all applicable laws, ordinances, codes and regulations. No Owner may relocate or redesign the driveway consisting of its portion of the Subdivision Access Easement Area without first obtaining the prior written consent of two-thirds (2/3) of the Owners of Parcels in the Subdivision Property.

1.02 Permittees. The Owners of the Parcels shall use reasonable efforts to insure that the tenants, occupants, customers, police, agents, contractors, licensees and business invitees (collectively the "Permittees"), of each Owner shall not park on the Subdivision Access Easement Area.

1.03 Utilities. Each Owner hereby grants, declares and establishes for the benefit of the other Owners a perpetual and non-exclusive easement to tap into, hook up to or connect to and use underground sewer, water, gas, electric utility lines and facilities, storm water drainage lines and culverts and related facilities (including surface drainage of storm water) which serve the Subdivision Property and which are now or hereinafter constructed on the a Parcel; provided, that in no event shall such services to the Subdivision Property be unreasonably interrupted or discontinued. Nothing herein is intended to grant to the Owner of a Parcel any rights to install any facilities or improvements on the Subdivision Property or to conduct any construction activities thereon except as authorized pursuant to the recorded subdivision plat. The rights granted hereunder are subject to the Owner of the Parcel acquiring, at its sole expense, all necessary governmental permits and payment of any applicable fees and expenses necessary to hook up to or connect to such lines and facilities. The Owner of the Parcel in exercising the easement rights granted in this paragraph shall not overload the capacity and ability of such facilities to properly and adequately serve the Subdivision Property for its intended purpose. The foregoing notwithstanding, the Owner of Parcel shall have the right from time-to-time to construct improvements on its Parcel over the areas wherein utility lines subject to this easement are located and at such Owner's option, such Owner may from time-to-time, at such Owner's sole expense, relocate such lines, culverts and related facilities subject to this easement without the Owners' consent; provided, that in no event shall services obtained by such Owner pursuant to the easement granted herein be interrupted or discontinued.

1.04 Temporary Easement for Repairs. Each Owner hereby grants, declares and establishes for the benefit of each other Owner a temporary easement over each of their Parcels for incidental encroachments upon such other Parcels which may occur in connection with any repairs, restoration or rebuilding of any drive areas, parking areas or utilities so long as such encroachments are

within the reasonable requirements of construction work expeditiously pursued. The Owner performing such repairs shall obtain builders' risk and public liability insurance and workers' compensation insurance, if applicable, protecting the Owner of the Parcel upon which such repairs are being made from risk involved in such repairs, restoration or rebuilding and shall provide evidence of such insurance to the Owner(s) of such Parcel(s) prior to the commencement of the work.

2. Maintenance and Operation.

2.01 Maintenance, Repair and Operation.

(a) The Owner of each Parcel shall each maintain, repair and replace all access areas, parking areas, and other common areas (collectively "Common Areas") located on its respective Parcel, so as to keep the Common Areas at all times in a safe, sightly, good and functional condition to standards of first-class retail/small office properties in Weber County, Utah. The Owner of each Parcel shall also each maintain, repair and replace as needed all utilities located on its respective Parcel.

(b) Notwithstanding the foregoing to the contrary, as to that portion of the Common Areas located on the south side of Lot 2 and running from 3500 West on the east side of Lot 2 to the west lot line of Lot 2 on the west side of Lot 2, the Owners of Lots 2 and 3 shall share the repair and replacement expenses equally; provided however, the Owner of Lot 2 shall be responsible for all general, day-to-day maintenance expenses associated with all of Lot 2, including, without limitation, portering, snow removal, and other maintenance related activities.

(b) The Owner of each Parcel shall keep the driveways and parking areas of its respective Parcel open to customers seven days a week at all times, and lighted until at least 10:00 p.m. Roy, Utah, time Monday through Saturday, and at least 8:00 p.m. Roy, Utah, time on Sunday; provided, however, that all or a part of such roadways or parking areas may be closed from time-to-time to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of rights of any person or to the public therein.

(c) Any additions or modifications to an existing building(s) or the erection of a new building(s) shall be constructed and operated in a manner which shall preserve and maintain the same structure classification or equivalent classifications, and site clearances as the existing buildings constructed in the Subdivision Property.

2.02 Failure to Maintain. If the Owner of any Parcel fails to maintain its respective Parcel in accordance with the requirements set forth herein, then the Owner(s) of the Parcel(s) affected by such failure will have the right, but not the obligation, after sixty (60) days prior written notice and opportunity to cure given to the defaulting Owner, to perform such maintenance as the Owner(s) of the Parcel(s) affected by such default deems necessary to cause compliance with the terms hereof. Each Owner hereby grants and conveys to the Owners of each other Parcel such easements, including, without limitation, ingress, egress and access on, over and across each other Parcel as necessary to allow the Owner of a Parcel affected by such default to perform the maintenance described herein; provided such maintenance must not unreasonably interfere with the business operations being conducted on any such Parcel. If the Owner of a Parcel performs such maintenance, the defaulting Owner hereby indemnifies and holds harmless such Owner of the Parcel affected by such default from all damages resulting therefrom, subject to the limitation contained in the preceding sentence, and the defaulting Owner shall pay to the Owner of the Parcel affected by such default, within sixty (60) days after written request for payment, the reasonable costs and expenses incurred by the Owner of the Parcel affected by such default, subject to the aforementioned limitation, in connection with the performance of such maintenance. If all amounts due have not been fully paid within the above stated period, the Owner of the Parcel affected by such default will be entitled to (i) bring an action at law against the defaulting Owner to obtain payment of such reasonable costs and expenses, and (ii) seek any and all legal and equitable relief to which it may be entitled.

3. Covenants and Restrictions.

3.01 Restrictions. The Parcels are subject to the following restrictions which are binding on each current Owner thereof and each of its Permittees:

(a) No obstruction to the free flow of traffic and use of parking and delivery facilities will be permitted, except as herein expressly provided for; provided, however, business may be conducted from the parking areas of each Parcel so long as such business activity does not unreasonably interfere with the primary purpose of the parking areas and such activity is allowed pursuant to the terms of any lease entered into with respect to all or a portion of the Parcel upon which such activity occurs.

(b) No building or other structure is permitted on the Parcels if such building or other structure would reduce the overall parking ratio of the combined Parcels below the number of parking spaces required under the applicable governmental rules, regulations and ordinances.

(c) No portion of the Parcels may be used for any purpose in violation of any law, ordinance or other regulation of any governmental authority, including, without limitation, those for the protection of the environment or the safety of persons against hazardous or other toxic substances, or in any manner that will suspend, void or make inoperative any policy or policies of insurance at any time carried on any improvement on the Parcels, providing such insurance policies have reasonable terms and requirements of insurability consistent with those normally found in the insurance industry, nor shall they be used in any manner that will create noxious odors or excessively loud noises or sound effects or constitute a nuisance or unreasonable annoyance to the Owners.

4. Indemnification; Insurance.

4.01 Indemnification. The Owner of each Parcel, for itself and its respective successors and assigns, shall indemnify, defend and hold the other Owners of the other Parcels harmless (except for loss or damage resulting from the gross negligence or intentional acts of such other Owner, its officers, directors, contractors, employees and agents) for, from and against any damages, liability, actions, claims and reasonable expenses (including reasonable attorneys' fees) in connection with the loss of fire, bodily injury and/or damage to property arising from or out of any occurrence in or upon such Owner's Parcel, or the exercise of any rights pursuant to this Declaration, or occasioned wholly or in part by any act or omission of the indemnifying Owner.

4.02 Liability Insurance. The Owner of each Parcel shall maintain or cause to be maintained public liability insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by the condition, use or occupancy of its Parcel by the Owner or any occupant of its Parcel and their respective Permittees. The insurance required hereunder shall (i) be carried by a reputable insurance company or companies licensed to do business in Utah, (ii) have limits for loss of life or bodily injury in the amount of not less than \$1,000,000 for each occurrence, and (iii) not be subject to change, cancellation or termination without at least thirty (30) days prior written notice to the insureds.

4.03 Hazard Insurance. The Owner of each Parcel shall maintain or cause to be maintained on the buildings and improvements constructed and operated on their respective Parcels all-risk hazard insurance which shall (i) provide for replacement coverage of at least eighty percent (80%) of the value for the buildings and improvements covered thereunder, and (ii) not be subject to change, cancellation or termination without at least thirty (30) days prior written notice to the insured.

4.04 Tenant Self Insurance. Notwithstanding anything to the contrary contained herein, an Owner's obligation under Sections 4.02 and 4.03 will be deemed satisfied (i) if the tenant under a lease agreement with such Owner is obligated to carry or maintain liability insurance and/or all-risk hazard insurance and said insurance is carried or maintained in the coverages and limits required herein, or (ii) the

tenant has elected to self-insure all or any portion of the required coverage pursuant to the terms and conditions allowing such election as may be contained in an agreement or lease between the tenant and the Owner, unless such self-insurance would be in violation of any agreement between an Owner and a mortgagee or the beneficiary of a deed of trust or other security interest or agreement.

4.05 Waiver. Each Owner hereby waives any rights of recovery against the other Owners, their directors, officers, agents and Permittees for any damage or consequential loss covered by policies of the kind specified above, whether or not such damage or loss may have been caused by any acts or omissions of the other Owners or their directors, officers or Permittees. Each Owner shall use its best efforts to obtain, at the written request of the other Owners, evidence of such waivers from its tenants.

5. Term of this Agreement. This Declaration and the easements, rights, obligations and liabilities created hereby shall run with the land and be perpetual to the extent permitted by law.

6. Eminent Domain. If any Parcel or any part hereof is taken by eminent domain or any similar action by any governmental authority (a "Taking") the award for the Taking will belong to the Owner of the Parcel so taken, or to those claiming under such Owner, as their interests may appear; provided, however, that the Owner of the Easements and other rights hereunder over the Parcel or portion thereof subject to the Taking will have the right to file a collateral claim with the condemning authority but only to the extent any award to such collateral claim does not diminish or affect the award of the Owner or those claiming under such Owner. The Owner of the portion of the Parcel so subjected to the Taking shall have the right but not the obligation to use the award to restore the portion of the Parcel so subjected as nearly as possible to the condition existing just prior to the Taking to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from the Owner of the Parcel not subjected to the Taking, whether or not the portion of the Parcel remaining after such Taking is no longer suitable for the purposes set forth in this Agreement.

7. Force Majeure. Each Owner will be excused from performing any obligation or undertaking provided in this Declaration, except any obligation to pay any sums of money under the applicable provisions hereof, if and so long as the performance of any such obligation is prevented or delayed by acts of God, fire, earthquake, floods, explosion, actions of the elements, war, invasion, extremes of weather, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, material or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental or civil or military or naval authorities or any other cause not within the reasonable control of such Owner.

8. Private Rights. Nothing in this Declaration is intended or will be deemed to be a gift or dedication of any portion of the Parcels to the general public for any public use or to any other person for any other purpose whatsoever, it being intended that this Declaration is for the exclusive benefit of the Owners and their respective successors, assigns and Permittees, and that nothing herein, expressed or implied, will confer upon any other person any rights or remedies under or by reason of this Declaration.

9. Defaults and Remedies.

9.01 If the Owner of a Parcel (the "Defaulting Party"), during the term hereof, defaults in the performance of any of its obligations hereunder, then, except as otherwise provided herein, the non-defaulting Owner (the "Non-Defaulting Party") shall as a precondition to the exercise of remedies it may have hereunder at law or in equity, except in an emergency, give the Defaulting Party and its first mortgagee (if the Non-Defaulting Party has been notified of the identity of such mortgagee) written notice specifying such default and the action necessary to cure the default. If the Defaulting Party does not cure such default promptly, but in no event less than the earlier of (i) the time period otherwise set forth herein, or (ii) sixty (60) days from the date of the delivery of the default notice (or if cure is promptly commenced and diligently pursued within such other additional time as may be reasonably necessary to cure such default) then the Non-Defaulting Party will have the right (immediately if an emergency, or after the expiration of the applicable

cure period), but not the obligation, to perform such obligation on behalf of the Defaulting Party and to be reimbursed by the Defaulting Party for the cost thereof within sixty (60) days after demand therefor.

9.02 No Waiver or Election of Remedies. No delay or omission of any party in the exercise of any right or remedy will impair any such right or remedy, or be construed to be a waiver thereof. Any waiver of a breach or a default of this Declaration will not be construed to be a waiver of any subsequent breach or default of the same or any other provisions hereof. Except as otherwise expressed in this Declaration, no remedy will be exclusive but each will be cumulative with all other remedies herein and at law or in equity.

9.03 No Implied Right of Termination. It is expressly agreed that, except as otherwise specifically provided herein, no breach of the provisions of this Declaration will entitle any party to cancel, rescind or otherwise terminate this Declaration, but such limitation will not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Declaration.

10. Miscellaneous

10.01 Amendments. This Declaration may be amended, modified, terminated or waived (in whole or in part) by a declaration or agreement in writing, executed and acknowledged among all Owners of the Parcels and duly recorded in the office of the County Recorder of Weber County, Utah, and may not otherwise be amended, modified or terminated.

10.02 No Partnership. Each of the parties hereto is independent of the other and holds its respective Parcel independently. Nothing herein contained is intended or will be construed to create a partnership or to constitute the parties as partners or joint venturers or to establish a trust or principal/agent relation between the parties.

10.03 Notices. All notices given pursuant to this Declaration must be in writing and will be deemed properly given if delivered or sent by personal delivery, a recognized overnight delivery service (such as Federal Express), or by registered or certified mail, postage prepaid, return receipt requested, and will be deemed communicated as of the date of personal delivery, verified delivery by the overnight service, or five (5) days after the date of mailing by pre-paid, pre-addressed, registered or certified U.S. mail, return receipt requested, to such address as is set forth herein or as modified in accordance with the aforementioned notice requirements.

If to Midland:

Midland ACC, LLC
4739 South 3500 West
Roy, Utah 84067
Attn: Justin C. Pulido

If to Storage:

Storage Star Climate Control, LLC
3562 West 4800 South
PO Box 351
Roy, Utah 84067
Attn: Bruce A. Crouch

If to Crouch Trust:

THE BRUCE A. CROUCH REVOCABLE TRUST under
Amendment and Restatement of Declaration of Trust
dated September 23, 2005
3562 West 4800 South
PO Box 351
Roy, Utah 84067
Attn: Bruce A. Crouch

If to Triple Stop Automatic: Triple Stop Automatic Car Wash, LLC
3562 West 4800 South
PO Box 351
Roy, Utah 84067
Attn: Bruce A. Crouch

If to 3D: 3D Properties, L.L.C.
5333 North 3275 East
Liberty, Utah 84310
Attn: Vickey L. Sink

If to Triple Stop Self Service: Triple Stop Self Service Car Wash, LLC
3562 West 4800 South
PO Box 351
Roy, Utah 84067
Attn: Bruce A. Crouch

If to Crouch Professional: Crouch Professional Plaza, LLC
3562 West 4800 South
PO Box 351
Roy, Utah 84067
Attn: Bruce A. Crouch

Any party who after the date hereof becomes the owner of a Parcel will only be entitled to receive notice hereunder if such party files in the records of Weber County, Utah, a notice of ownership which indicates that such party has acquired title to a Parcel encumbered hereby (such Parcel to be specifically identified in the document) and which sets forth the notice address for such party. The acquiring party shall also send notice of its acquisition and address to all parties listed in this paragraph (to the extent the same remain owners of all or any portion of the Subdivision Property) and all other parties which previously filed a notice of ownership (to the extent the same remain owners of all or any portion of the Subdivision Property).

10.04 Definition of Owner. The term "Owner" as used herein means each person or entity which from time-to-time holds fee simple title to a Parcel.

10.05 Counterparts. This Declaration may be signed in one or more counterparts, and all signed counterparts will be construed together as if all signatures appeared on the same document.

(Signatures Appear on Following Pages.)

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed as of the day and year first above written.

MIDLAND ACC, LLC, a Utah limited liability company

By: [Signature]
Jeremy S. Hansen, Member

And By: [Signature]
Justin C. Pulido, Member

STORAGE STAR, LLC, a Utah limited liability company

By: [Signature]
Bruce A. Crouch, Manager

THE BRUCE A. CROUCH REVOCABLE TRUST under Amendment and Restatement of Declaration of Trust dated September 23, 2005

By: [Signature]
Bruce A. Crouch, Trustee

TRIPLE STOP AUTOMATIC CAR WASH, LLC, a Utah limited liability company

By: [Signature]
Bruce A. Crouch, Manager

3D PROPERTIES, L.L.C., a Utah limited liability company

By: [Signature]
Vickey L. Smith

TRIPLE STOP SELF SERVICE CAR WASH, LLC, a Utah limited liability company

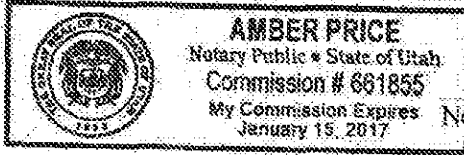
By: [Signature]
Bruce A. Crouch, Manager

CROUCH PROFESSIONAL PLAZA, LLC, a Utah limited liability company

By: [Signature]
Bruce A. Crouch, Manager

STATE OF UTAH)
)
COUNTY OF WEBER)

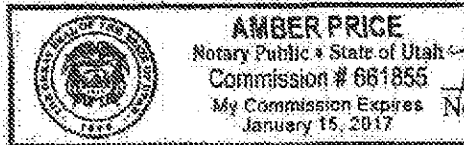
The foregoing instrument was acknowledged before me this 15th day of January, 2015, by Jeremy S. Hansen and Justin C. Pulido, the members of **MIDLAND ACC, LLC**, a Utah limited liability company, on behalf of said limited liability company.



Amber Price
Notary Public in and for the State of Utah

STATE OF UTAH)
)
COUNTY OF WEBER)

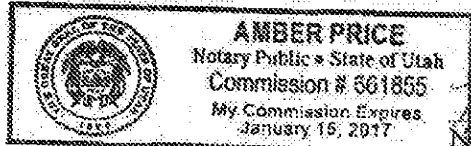
The foregoing instrument was acknowledged before me this 13th day of January, 2015, by Bruce A. Crouch, the manager of **STORAGE STAR, LLC**, a Utah limited liability company, on behalf of said limited liability company.



Amber Price
Notary Public in and for the State of Utah

STATE OF UTAH)
)
COUNTY OF WEBER)

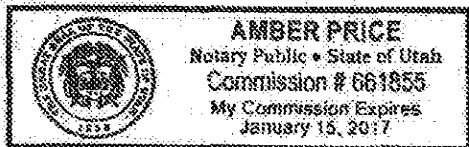
The foregoing instrument was acknowledged before me this 13th day of January, 2015, by Bruce A. Crouch, the trustee of **THE BRUCE A. CROUCH REVOCABLE TRUST** under Amendment and Restatement of Declaration of Trust dated September 23, 2005, on behalf of said limited liability company.



Amber Price
Notary Public in and for the State of Utah

STATE OF UTAH)
)
COUNTY OF WEBER)

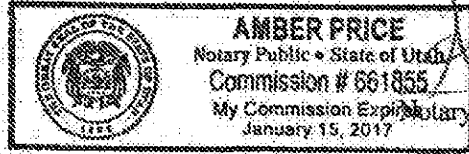
The foregoing instrument was acknowledged before me this 13th day of January, 2015, by Bruce A. Crouch, the manager of **TRIPLE STOP AUTOMATIC CAR WASH, LLC**, a Utah limited liability company, on behalf of said limited liability company.



Amber Price
Notary Public in and for the State of Utah

STATE OF UTAH)
)
COUNTY OF WEBER)

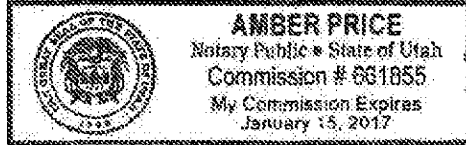
The foregoing instrument was acknowledged before me this 13th day of January, 2015, by Vickey L. Sink, the owner of **3D PROPERTIES, L.L.C.**, a Utah limited liability company, on behalf of said limited liability company.



Amber Price
Notary Public in and for the State of Utah

STATE OF UTAH)
)
COUNTY OF WEBER)

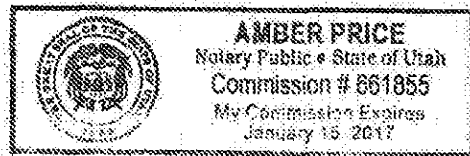
The foregoing instrument was acknowledged before me this 13th day of January, 2015, by Bruce A. Crouch, the manager of **TRIPLE STOP SELF SERVICE CAR WASH, L.L.C.**, a Utah limited liability company, on behalf of said limited liability company.



Amber Price
Notary Public in and for the State of Utah

STATE OF UTAH)
)
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 13th day of January, 2015, by Bruce A. Crouch, the manager of **CROUCH PROFESSIONAL PLAZA, L.L.C.**, a Utah limited liability company, on behalf of said limited liability company.



Amber Price
Notary Public in and for the State of Utah

EXHIBITS

- Exhibit A Legal Description of the Midland Parcels
- Exhibit B Legal Description of the Storage Parcels
- Exhibit C Legal Description of the Crouch Trust Parcels
- Exhibit D Legal Description of the Triple Stop Automatic Parcel
- Exhibit E Legal Description of the 3D Parcel
- Exhibit F Legal Description of the Triple Stop Self Service Parcel
- Exhibit G Legal Description of the Crouch Professional Parcel
- Exhibit H Depiction of Subdivision Access Easement Area

EXHIBIT "A"

LEGAL DESCRIPTION OF THE MIDLAND PARCELS

**ALL OF LOTS 1 AND 2, MIDLAND COMMERCIAL SUBDIVISION, ROY CITY, WEBER COUNTY,
UTAH**

EXHIBIT "B"

LEGAL DESCRIPTION OF THE STORAGE PARCELS

ALL OF LOT 3 AND 4, MIDLAND COMMERCIAL SUBDIVISION, ROY CITY, WEBER COUNTY,
UTAH.

EXHIBIT "C"

LEGAL DESCRIPTION OF THE CROUCH TRUST PARCELS

ALL OF LOTS 5, 6, 8 AND 11, MIDLAND COMMERCIAL SUBDIVISION, ROY CITY, WEBER COUNTY, UTAH.

EXHIBIT "D"

LEGAL DESCRIPTION OF THE TRIPLE STOP AUTOMATIC PARCEL

ALL OF LOT 7, MIDLAND COMMERCIAL SUBDIVISION, ROY CITY, WEBER COUNTY, UTAH.

EXHIBIT E

LEGAL DESCRIPTION OF THE 3D PARCEL

ALL OF LOT 9, MIDLAND COMMERCIAL SUBDIVISION, ROY CITY, WEBER COUNTY, UTAH.

EXHIBIT F

LEGAL DESCRIPTION OF THE TRIPLE STOP SELF SERVICE PARCEL

ALL OF LOT 10, MIDLAND COMMERCIAL SUBDIVISION, ROY CITY, WEBER COUNTY, UTAH.

EXHIBIT G

LEGAL DESCRIPTION OF THE CROUCH PROFESSIONAL PARCEL

ALL OF LOT 12, MIDLAND COMMERCIAL SUBDIVISION, ROY CITY, WEBER COUNTY, UTAH.

EXHIBIT H

DEPICTION OF SUBDIVISION ACCESS EASEMENT AREA

SEE ATTACHED

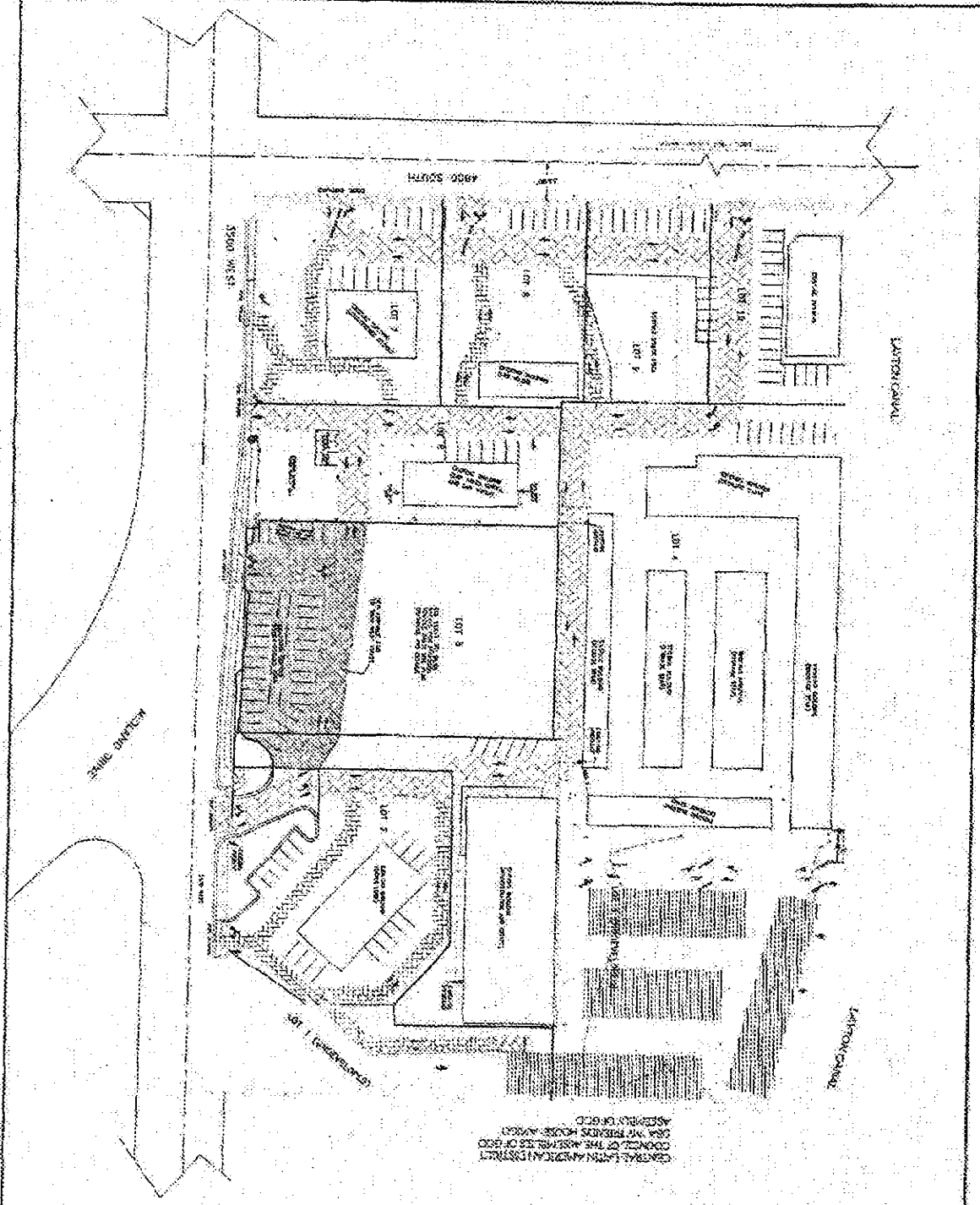
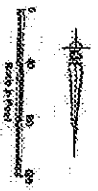
EXISTING EASEMENTS:

- 1. 10' EASEMENT FOR UTILITY PURPOSES TO BE MAINTAINED AS SHOWN.
- 2. 10' EASEMENT FOR UTILITY PURPOSES TO BE MAINTAINED AS SHOWN.
- 3. 10' EASEMENT FOR UTILITY PURPOSES TO BE MAINTAINED AS SHOWN.
- 4. 10' EASEMENT FOR UTILITY PURPOSES TO BE MAINTAINED AS SHOWN.
- 5. 10' EASEMENT FOR UTILITY PURPOSES TO BE MAINTAINED AS SHOWN.
- 6. 10' EASEMENT FOR UTILITY PURPOSES TO BE MAINTAINED AS SHOWN.
- 7. 10' EASEMENT FOR UTILITY PURPOSES TO BE MAINTAINED AS SHOWN.
- 8. 10' EASEMENT FOR UTILITY PURPOSES TO BE MAINTAINED AS SHOWN.
- 9. 10' EASEMENT FOR UTILITY PURPOSES TO BE MAINTAINED AS SHOWN.
- 10. 10' EASEMENT FOR UTILITY PURPOSES TO BE MAINTAINED AS SHOWN.

LEGEND:

- 1. DRIVE PAVED WITH ASPHALT
- 2. DRIVE PAVED WITH CONCRETE
- 3. DRIVE PAVED WITH GRAVEL
- 4. DRIVE PAVED WITH SAND
- 5. DRIVE PAVED WITH GRAVEL AND SAND
- 6. DRIVE PAVED WITH GRAVEL AND SAND AND ASPHALT
- 7. DRIVE PAVED WITH GRAVEL AND SAND AND CONCRETE
- 8. DRIVE PAVED WITH GRAVEL AND SAND AND ASPHALT AND CONCRETE
- 9. DRIVE PAVED WITH GRAVEL AND SAND AND ASPHALT AND CONCRETE AND SAND
- 10. DRIVE PAVED WITH GRAVEL AND SAND AND ASPHALT AND CONCRETE AND SAND AND ASPHALT

MIDLAND COMMERCIAL SUBDIVISION
 PART OF THE SOUTHEAST QUARTER OF
 SECTION 9, T4N, E2W, N3/4RM
 CITY OF ROY
 WEBER COUNTY, UTAH
 MARCH 2004



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MIDLAND COMMERCIAL SUBDIVISION
 TRAFFIC CIRCULATION, LANDSCAPING,
 AND HARD SURFACE MAP
 ROY CITY, WEBER COUNTY



REVISION		SCALE: SEE 2ND SHEET	
DATE	DESCRIPTION	DATE	SCALE