

When Recorded Return to:

First American Title Insurance Company
121 South 8th Street, Suite 1250
Minneapolis, MN 55402
Attn: James L. Erickson
Tax Parcel Nos. 23-015-0-0677;
23-015-0-677A; 23-015-0-0679;
23-015-0-679A; 23-015-0-0687;
23-015-0-687A; 23-015-0-0689;
23-015-0-689A; 02-017-0-0074

**AMENDMENT NO. 4 TO DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS
FOR
UTAH INDUSTRIAL DEPOT**

THIS AMENDMENT NO. 4 TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR UTAH INDUSTRIAL DEPOT (the "**Amendment**") is made as of this 17 day of December, 2022 (the "**Effective Date**") is made by PETERSON INDUSTRIAL PROPERTIES, LLC, a Utah limited liability company (the "**Declarant**") in contemplation of the following facts and circumstances:

A. This Amendment is being recorded to correct the legal description of the "Project" attached as Exhibit A to that certain Declaration of Covenants, Conditions, Restrictions and Easements for Utah Industrial Depot dated October 8, 1999 and recorded by Depot Associates, LLC, a Delaware limited liability company (the "**Original Declarant**") on October 19, 1999 as Entry No. 138824, Book 0593, Page 0776, in the Official Records of Tooele County, Utah (the "**Original Declaration**"), as amended by Amendment No. 1 to Declaration of Covenants, Conditions, Restrictions and Easements for Utah Industrial Depot dated January 17, 2013, and recorded on January 30, 2013 as Entry No. 380135, in the Official Records of Tooele County, Utah (hereinafter, the "**Official Records**"), as further amended by Amendment No. 2 to Declaration of Covenants, Conditions, Restrictions and Easements for Utah Industrial Depot dated January 31, 2014 and recorded on January 31, 2014 as Entry No. 395017, in the Official Records, and as further amended by Amendment No. 3 to Declaration of Covenants, Conditions, Restrictions and Easements for Utah Industrial Depot dated August 26, 2019 and recorded on October 4, 2019 as Entry No. 495162, in the Official Records (the Original Declaration and the foregoing amendments being hereinafter collectively referred to as the "**Declaration**").

B. The legal description attached as Exhibit A to the Original Declaration, as amended by the legal descriptions attached to Amendment Nos. 1, 2 and 3 thereof (hereinafter, the "**Declaration Property**") included certain parcels of real estate which are legally defined on Exhibit A-1 hereto (hereinafter, the "**Excluded Property**").

NCS-144724 -MPLS (CF 04)

C. The Original Declarant did not hold fee title to the Excluded Property on October 8, 1999, the date upon which the Original Declaration was executed, as the Excluded Property was specifically excepted from the property conveyed to the Original Declarant via that certain Special Warranty Deed made by Endeavor Business Park, L.L.C., as grantor, in favor of Original Declarant, as grantee, dated January 21, 1999 and recorded on January 22, 1999 as Entry No. 125079 in the Official Records (the "**Original Declarant Vesting Deed**"). The Excluded Property is one of five parcels specifically excepted from the property conveyed to the Original Declarant, and is described as the "Six Buildings Parcel" on page 5 of 5 of Exhibit A attached to such Original Declarant Vesting Deed.

D. As the Original Declarant did not own the Excluded Property on October 8, 1999, the date on which Original Declarant executed the Original Declaration, the Excluded Property was erroneously included in the legal description of the Declaration Property, and the Original Declarant did not have the right to subject the Excluded Property to the terms and conditions of the Original Declaration.

E. The Original Declarant, subsequent declarants, the Declarant, the Association (as defined by the Declaration), and all owners of the Excluded Property (including the undersigned owners) have always treated the Excluded Property as being excluded from both the benefits and obligations under the Declaration.

F. The Original Declarant assigned its rights as declarant under the Declaration to Ninigret Depot, L.C., a Utah limited liability company, via that certain Assignment of Declarant's Rights dated January 30, 2013, and recorded on January 30, 2013 as Entry No. 380130 in the Official Records; and Ninigret Depot, L.C., subsequently assigned its rights as declarant under the Declaration to the Peterson Industrial Properties, LLC, the current Declarant under the Declaration, via that certain Assignment of Declarant Rights dated January 31, 2014, and recorded on January 31, 2014 as Entry No. 395021 in the Official Records.

G. Pursuant to Section 12.3 of the Declaration, The Declarant has the sole right to amend the Declaration, without the vote or consent of any of the other owners of Declaration Property or their respective mortgagees, for the purpose of curing any inconsistency between the provisions contained therein, or in any other manner which does not adversely affect the substantive rights of such owners or mortgagees.

H. As the purpose of this Amendment is to correct an error in the legal description of the Declaration Property, this Amendment cures the inconsistency between Recital A thereof (which states that the Original Declarant was the fee simple owner of the Declaration Property as legally described in Exhibit A of the Original Declaration) and the fact that the Original Declarant did not in fact own the Excluded Property which was included within the legal description attached as Exhibit A to the Declaration; and, furthermore, the correction of this error does not adversely affect the substantive rights of the other owners of the Declaration Property or their respective mortgagees.

I. The current fee owners of the Excluded Property, Five Star General Industrial, Inc., a Utah corporation (as the fee owner of Parcel 1 of the Excluded Property as described on

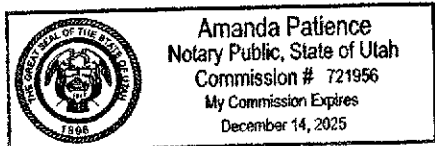
Exhibit A-1 hereto), and Saint Paul Properties Fund VIII, LLC, a Minnesota limited liability company (as the fee owner of Parcel 2 of the Excluded Property as described on Exhibit A-1 hereto) have agreed to join in and consent to the execution of this Amendment to acknowledge that the Excluded Property shall no longer be considered subject to the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Defined Terms. Unless otherwise specifically defined herein, all capitalized terms shall have the meaning given them in the Declaration.
2. Amendment to Definition of Legal the Property. Notwithstanding anything set forth in the Declaration to the contrary, the Declaration is hereby amended to provide that for all purposes under the Declaration: (i) the “Property” as defined under the Declaration has always intended to, and shall hereafter, exclude that certain real property described on Exhibit A-1 attached hereto (the “**Excluded Property**”); and (ii) all references in the Declaration to the “Property” shall be deemed to except the Excluded Property as described on Exhibit A-1 hereto. The effect and intent of the foregoing is that the Excluded Property shall not be encumbered by, benefitted by, or subject to the Declaration, and to the extent necessary the Declaration is amended such that the Excluded Property is no longer encumbered by, benefitted by, or subject to the Declaration.
3. Consent and Joinder by Owners of Excluded Property. The current fee owners of the Excluded Property, Five Star General Industrial, Inc., a Utah corporation (as the fee owner of Parcel 1 of the Excluded Property as described on Exhibit A-1 hereto), and Saint Paul Properties Fund VIII, LLC, a Minnesota limited liability company (as the fee owner of Parcel 2 of the Excluded Property as described on Exhibit A-1 hereto), by their respective signatures to this Amendment, each consent to and join in this Amendment and acknowledge that the Excluded Property is not considered subject to or benefitted by the Declaration.
4. Miscellaneous. The recitals are hereby incorporated into this Amendment. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Declaration. Except as provided herein, the terms and conditions of the Declaration shall remain unchanged and in full force and effect.

(signatures on following pages)

EXECUTED to be effective the day same shall be recorded in the office of the Tooele County Recorder, State of Utah.



DECLARANT:

PETERSON INDUSTRIAL PROPERTIES, LLC, a Utah limited liability company

By: [Signature]
Aaron Peterson
Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF Tooele)


On December 19, 2022, before me, Amanda Patience, a notary public, personally appeared Aaron Peterson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

[Signature]
Notary Public
My commission expires: Dec 14, 2025

**CONSENT AND JOINDER OF OWNER OF
PARCEL 2 OF ADDITIONAL
EXCLUDED PROPERTY:**

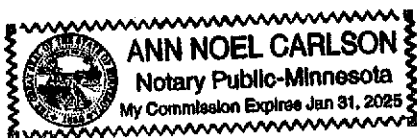
SAINT PAUL PROPERTIES FUND VIII, LLC

By: Saint Paul Properties Management II, LLC
Its: Chief Manager

By: 
Paul Knapp
Managing Director

STATE OF MINNESOTA)
)
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 30 day of December, 2022, by Paul Knapp, the Managing Director of Saint Paul Properties Management II, LLC, a Minnesota limited liability company and the Chief Manager of Saint Paul Properties Fund VIII, LLC, a Minnesota limited liability company, for and on behalf of said limited liability company.





Notary Public
My commission expires: 1-31-2025

EXHIBIT A-1

Legal Description of the Excluded Property

Parcel 1:

A PARCEL OF LAND, SITUATE IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN. THE BASIS OF BEARING FOR THIS SURVEY IS THE LINE BETWEEN THE FOUND MONUMENTS AT THE NORTH QUARTER CORNER AND NORTHEAST CORNER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, WHICH BEARS NORTH 89°43'01" EAST 2643.57 FEET. SAID PARCEL ALSO LOCATED IN TOOELE CITY, TOOELE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING NORTH 89° 43' 01" EAST 1000.25 FEET ALONG THE SECTION LINE AND SOUTH 356,77 FEET TO THE CENTERLINE OF HALITE STREET FROM THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING:

THENCE SOUTH 29° 35' 40" WEST 2.66 FEET ALONG SAID CENTERLINE TO THE CENTERLINE OF L AVENUE;
THENCE SOUTH 60° 27' 30" EAST 298.50 FEET ALONG SAID CENTERLINE TO THE WEST RIGHT-OF-WAY LINE OF GARNET STREET;
THENCE SOUTH 29° 35' 41" WEST 1298.16 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE CENTERLINE OF J AVENUE;
THENCE NORTH 60° 21' 55" WEST 624.72 FEET ALONG SAID CENTERLINE OF J AVENUE TO THE CENTERLINE OF IRON STREET;
THENCE NORTH 29° 37' 48" EAST 1300.50 FEET ALONG SAID CENTERLINE OF IRON STREET TO THE CENTERLINE OF L AVENUE;
THENCE SOUTH 60° 20' 14" EAST 325.42 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING.

Parcel 2:

A PARCEL OF LAND, SITUATE IN THE NORTHEAST QUARTER OF SECTION 30 AND THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN. THE BASIS OF BEARING FOR THIS SURVEY IS THE LINE BETWEEN THE FOUND MONUMENTS AT THE NORTH QUARTER CORNER AND NORTHEAST CORNER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, WHICH BEARS NORTH 89°43'01" EAST 2643.57 FEET. SAID PARCEL ALSO LOCATED IN TOOELE CITY, TOOELE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING NORTH 89° 43' 01" EAST 1521.69 FEET ALONG THE SECTION LINE AND NORTH 44.23 FEET TO THE WEST RIGHT-OF-WAY LINE OF GARNET STREET FROM THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING:

THENCE SOUTHEASTERLY 72.93 FEET ALONG THE ARC OF A 50.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 36° 01' 35" WEST AND THE LONG CHORD BEARS SOUTH 12° 11' 24" EAST 66.63 FEET THROUGH A CENTRAL ANGLE OF 83° 34' 01") ALONG SAID RIGHT-OF-WAY LINE AND ALONG SAID LINE THE FOLLOWING CALL:

THENCE SOUTH 29° 35' 41" WEST 561.15 FEET TO THE CENTERLINE OF L AVENUE;

THENCE NORTH 60° 27' 30" WEST 298.50 FEET ALONG SAID CENTERLINE TO THE CENTERLINE OF HALITE STREET;

THENCE NORTH 29° 35' 40" EAST 610.51 FEET ALONG SAID CENTERLINE TO THE SOUTHWEST RIGHT-OF-WAY LINE OF JAMES WAY;

THENCE SOUTH 60° 32' 22" EAST 254.10 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE SAID WEST RIGHT-OF-WAY OF GARNET STREET TO THE POINT OF BEGINNING.