



\*W2898354\*

WHEN RECORDED, MAIL TO:  
Crossroads Nogden BP, LLC  
748 W. Heritage Park Blvd., Ste. 203  
Layton, UT 84041

E# 2898354 PG 1 OF 16  
Leann H. Kilts, WEBER COUNTY RECORDER  
03-Jan-18 0335 PM FEE \$40.00 DEP JC  
REC FOR: FOUNDERS TITLE COMPANY - LAYTON  
ELECTRONICALLY RECORDED

18-154-0002,0001,0004

18-154-0003

For Information Only:  
Affects Tax Parcel Nos:

17-023610

## RESTRICTIONS, EASEMENTS and MAINTENANCE AGREEMENT

THIS RESTRICTIONS, EASEMENTS and MAINTENANCE AGREEMENT ("REMA") is made to be effective as of the 3 day of January, 2018, between CROSSROADS NOGDEN BP, LLC, a Utah limited liability company, herein called "BP," and JENSEN & JENSEN, LLC, a Utah limited liability company, herein called "Jensen."

### RECITALS

A. **BP Parcel.** BP is the owner of the BP Parcel as generally shown on the "Site Plan" attached hereto as Exhibit "A" and which is more particularly described on Exhibit "B" hereto.

B. **Jensen Parcel.** Jensen is the owner of the Jensen Parcel as generally shown on the Site Plan, which is more particularly described on Exhibit "C" hereto.

C. **Purpose.** BP and Jensen desire that the BP Parcel and the Jensen Parcel be developed and operated in conjunction with each other in an orderly fashion so as to provide a commercial shopping center as set forth herein and further desire that the BP Parcel and the Jensen Parcel be subject to certain easements, covenants, conditions and restrictions all as hereinafter set forth.

### AGREEMENT

In consideration that the following encumbrances shall be binding upon the parties hereto and shall attach to and run with the BP Parcel and the Jensen Parcel, and shall be for the benefit of and shall be limitations upon all future owners of the BP Parcel and the Jensen Parcel and that all easements, restrictions and other covenants herein set forth shall be appurtenant to the dominant estates and obligations on the servient estates, and in consideration of the promises, covenants, conditions, restrictions, easements and encumbrances contained herein, BP and Jensen do hereby agree as follows:

1. **Definitions.**

a. **"Shopping Center."** The "Shopping Center" shall consist of the Jensen Parcel and the BP Parcel.

b. "Common Areas." The Common Area is all real property, including improvements thereon, within the Shopping Center, except those portions occupied at any time, and from time to time, by a building or other structure. Common Areas shall include, without limitation, all areas, space, equipment, improvements and services provided for the common or joint use and benefit of the tenants or occupants of the Shopping Center, their employees, agents, servants, customers and other invitees, including without limitation, parking areas, access roads, driveways, retaining walls, trash dumpsters, fences, landscaped areas, planters, utility lines, light poles and fixtures, stairs, ramps and sidewalks. Docks, loading areas, service areas and canopies which are attached to buildings but which extend over Common Area shall be deemed to be part of the building which they serve or to which they are attached and not part of the Common Area.

2.

### **Buildings.**

a. Retail Limitation. The buildings within the Shopping Center shall be commercial buildings of the type usually found in first-class retail shopping centers in the greater metropolitan area in which the Shopping Center is located. The tenants occupying the buildings within the Shopping Center shall be primarily retail sales and retail service tenants of the type normally associated with first-class retail shopping centers in such metropolitan area. The term "retail service" as used herein shall mean restaurants, financial institutions, real estate and stock brokerage offices, travel or insurance agencies, medical and dental offices, and similar uses providing services directly to the public, but "retail services" specifically excludes nonprofit organization offices, government offices, office uses that do not involve direct service to consumers, office uses in excess of 3,000 square feet of floor area, and other uses not customarily associated with or contained in first-class retail developments. Without limiting the generality of the foregoing, without BP consent (which consent shall not be unreasonably withheld), no portion of the Jensen Parcel shall be used for (i) flea markets, fire, bankruptcy or liquidation sales, or sales of "second-hand" or "surplus" merchandise; (ii) training or educational facilities (other than on-site employee training by an occupant incidental to the conduct of its business); (iii) automotive or other vehicle service or tire or battery sales or service facilities (except that a "Pep Boys" or "Auto Zone" or other auto parts store shall be permissible); (iv) the renting, leasing, sale or display of any motor vehicle, truck, trailer, recreational vehicle or boats; (v) movie theater; (vi) children's playland, (vii) night club or dance hall, (viii) bowling alley, (ix) skating or roller rink; (x) pool or billiard hall; (xi) health spa or fitness gym; or (xii) game room or video arcades (more than four [4] electronic games) or other similar entertainment facilities.

b. Change of Use – Parking Requirements. Without BP's consent (which consent shall not be unreasonably withheld, conditioned or delayed), the Jensen Parcel shall not be used for any use which requires, under Section 11-17-4(F)

of the North Ogden City Code or other applicable governmental regulations, more parking spaces than is required in connection with the current use of the Jensen Parcel as of the date of this REMA.

c. General Restrictions on Use. Neither the Jensen Parcel nor the BP Parcel nor any portion thereof shall in any event be leased, subleased, operated or otherwise used for (i) the display, distribution or sale of any "adult" books, "adult" films, "adult" periodicals or "adult" entertainment; (ii) the establishment or maintenance of a massage parlor, "adult" theater, "adult" bookstore, "sex" shop, "peep show" or bawdy house or brothel; (iii) the operation, establishment or maintenance of a veterinary clinic, a second hand or pawn shop type of business, or any use in violation of applicable zoning and other governmental laws and regulations; provided, however, that nothing herein shall be deemed, construed or interpreted as restricting or prohibiting gaming operations from being conducted on the Jensen Parcel or the BP Parcel, so long as such gaming operation is secondary to the parcel's main use. In addition, and not in limitation of the foregoing, neither the Jensen Parcel nor the BP Parcel, nor any portion thereof, shall be used or permitted to be used for (i) any use which emits an obnoxious odor, noise or sound which can be heard or smelled outside of any building in the Shopping Center; or (ii) any use which is a public or private nuisance, or which is likely to generate public protests or controversy interfering with the operation of the Shopping Center as a retail center; nor shall there be thereon any (iii) distilling, refining, smelting, agricultural, animal raising or boarding (other than consumer pet shops), or mining operation; (iv) any short or long-term residential use; (v) any primary use as a warehousing, assembling, manufacturing, waste processing or other industrial operation; (vi) any place for public assembly (such as a church mortuary or meeting hall).

d. Design and Construction. The buildings within the Shopping Center shall be designed so that the exterior elevation of each will be architecturally and aesthetically compatible. The design and construction shall be in conformity with sound architectural and engineering standards and the construction shall be first quality. All buildings shall be one story and shall not exceed twenty-one feet (21') in height (but may include an architectural element, raised mezzanines for equipment, storage, offices (to which the public is not invited), restrooms or lounges).

e. Alterations to Shopping Center. Following completion of construction of any portion of the Shopping Center, the sizes and arrangements of buildings and Common Areas related thereto (including parking areas and traffic circulation and flow patterns) will not be changed without BP written consent, which written consent shall not be unreasonably withheld, conditioned or delayed

f. No Covenant to Construct or Operate. Notwithstanding anything contained anywhere in this REMA to the contrary, nothing herein shall be deemed to create an obligation on BP to commence or complete construction of any building on the BP Parcel, or to operate any business for any period of time on the BP Parcel.

The construction of a building or operation of a business on the BP Parcel shall, at all times, be in the sole and absolute discretion of BP.

3. **Common Areas Use.**

a. Grant of Easements. Each party, as grantor, hereby grants to the other party for the benefit of said other party, its customers, invitees and employees, a nonexclusive easement for pedestrian and vehicular access, ingress and egress, the parking of motor vehicles in designated areas and use of facilities installed for the comfort and convenience of customers, invitees and employees on the Common Areas of the grantor's parcel.

b. No Barriers. No walls, fences, or barriers of any kind shall be constructed or maintained on the Common Areas, or any portion thereof, by any party which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement, including without limitation, of pedestrians and vehicular traffic between the various parcels; provided, however, reasonable traffic controls approved in advance by BP (which approval shall not be unreasonably withheld or delayed) as may be necessary to guide and control the orderly flow of traffic may be installed so long as access driveways to the parking areas in the Common Areas are not closed or blocked. The only exceptions to this provision shall be (1) for changes to the Common Areas permitted by this REMA, (2) for incidental encroachments upon the Common Areas which may occur as a result of the use of the ladders, scaffolding, storefront barricades and similar facilities resulting in temporary obstruction of the Common Areas, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction work being expeditiously pursued, (3) for incidental, immaterial and temporary encroachments upon the Common Areas which may occur in conjunction with the construction, maintenance or repair of buildings and improvements on the BP Parcel or Jensen Parcel, so long as such construction, maintenance or repair is being diligently pursued, and (4) for temporary blockage of certain areas deemed necessary by the parties to prevent a public dedication of an easement or access right.

c. Limitations on Use.

(1) Customers. Customers and invitees shall not be permitted to park on the Common Areas except while shopping or transacting business on the BP Parcel or the Jensen Parcel with the occupants thereof.

(2) Employees. Employees shall not be permitted to park on the Common Areas, except in areas designated as "employee parking areas." The parties hereto may from time to time mutually designate and approve "employee parking areas"; however, if they do not, each party may designate "employee parking areas" on its own Parcel.

d. Utility and Service Easements for Existing Improvements. Each party, as grantor, hereby grants to the other party, for the benefit of said other party, a nonexclusive easement over, under, and across such grantor's property, excluding any portion of such grantor's property on which a building or any utility facilities serving such building are located as of the date of this REMA, for the purpose of operating, maintaining, repairing and replacing existing utilities lines and related facilities (including without limitation, water, sewer, gas, electricity, surface and underground storm drainage, internet, telephone, cable). Any party exercising its easement rights hereunder as grantee shall, at its sole cost, promptly restore any improvements which are damaged in connection with such exercise of easement rights hereunder from time to time, to substantially the same condition as existed prior to such exercise. Each party, as grantee, assumes all risks and responsibilities for accidents, injuries or deaths to persons or damage to property which may occur on the other party's property in connection with such grantee's exercise of its rights set forth herein. Each party, as grantee, shall indemnify, defend and hold the other party harmless from and against any and all claims, liabilities, losses, damages and costs (including reasonable attorney fees) resulting from or in any way related to such grantee's exercise of its rights hereunder, unless due to the other party's gross negligence or willful misconduct.

e. Utility and Service Easements for Future Development. The parties shall, upon request, grant appropriate easements on, under and across their respective property for the installation, operation, maintenance, repair and replacement of utilities and related facilities (including without limitation, water, sewer, gas, electricity, surface and underground storm drainage, internet, telephone, cable) in connection with the orderly development, redevelopment and operation of the Common Areas and additional buildings to be erected within the Shopping Center. Such easements shall be reasonably located so as to minimize adverse impacts on existing improvements. The restoration and indemnification obligations set forth in Section 3(d) above shall also apply with respect to the exercise of easement rights pursuant to this Section 3(e).

#### 4. **Common Area Maintenance.**

a. Maintenance. For a period of 36 months following execution of this agreement (the "BP Maintenance Term"), BP shall be responsible for maintaining the Common Areas within the BP Parcel and the Jensen Parcel in a clean, safe and orderly condition consistent with a first class shopping center. Such maintenance shall include but not be limited to maintaining and repairing all paved roadway areas, parking areas and sidewalks, removing all papers, debris and other refuse, maintaining appropriate lighting fixtures, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signs and signage in good condition and repair and performing any and all other duties as are reasonably necessary in connection therewith. BP may, but shall not be required to, enter into one or more third-party contracts for the provision of all or any portion of

their respective maintenance obligations as described herein. All third-party contractors/vendors shall be licensed professionals and shall maintain appropriate liability insurance. After the expiration of the BP Maintenance Term, Jensen shall have the right to maintain the Common Areas within the Jensen parcel with 30 days written notice to BP. If Jensen exercises such right, Jensen shall be obligated to thereafter maintain the Common Areas within the Jensen Parcel in accordance with the same standards set forth above in this Section 4.a.

b. Expenses. During the BP Maintenance Term and thereafter (until such time, if any, as Jensen exercises its right to maintain the Jensen Parcel), Jensen shall be responsible for its Proportionate Share of the costs incurred by BP in maintaining the Common Areas within the BP Parcel and Jensen Parcel plus an administrative fee equal to 15% of such costs. Jensen's "Proportionate Share" shall be obtained by multiplying the amount in question by a fraction, the numerator of which shall be the acreage of the Jensen Parcel, and the denominator of which shall be the acreage of the Shopping Center, as follows:  $68,041/227,893 = 29.85\%$ . Jensen's Proportionate Share of the Common Area maintenance costs shall be computed on the basis of the immediately preceding period of twelve (12) consecutive calendar months, or as designated by BP, and estimated payments toward the same shall be made by Jensen in equal installments in advance on the first day of each calendar month in an amount to be established by BP. As soon as reasonably possible following the end of each twelve (12) month period BP shall furnish to Jensen a statement showing the actual Common Area maintenance costs for such preceding period and any adjustments to be made as a result of such statement. If Jensen's Proportionate Share of actual Common Area maintenance costs was more than the estimated payments Jensen made, Jensen shall pay the amount of such deficiency to BP within fifteen (15) days after notice from BP. If Jensen's Proportionate Share of actual Common Area maintenance costs was less than the estimated payments Jensen made, BP shall apply the amount of such surplus to the next installment(s) of Common Area maintenance costs due from Jensen. A late fee in the amount of five percent (5%) shall be included with any payment not received by BP on or before the first day of the calendar month. In addition, any payment not received within fifteen (15) days of the date due shall incur interest at the rate of eight percent (8%) per annum.

c. Separate Maintenance. After the expiration of the BP Maintenance Term, if Jensen elects to maintain the Common Areas within the Jensen Parcel, then (i) Jensen shall be responsible for 29.85% of the costs incurred by BP in maintaining the Common Areas within the BP Parcel plus an administrative fee equal to 15% of such costs (however, in any calendar year, Jensen's share of such costs, excluding non-controllable costs such as snow removal, asphalt repairs/maintenance and utilities, shall not increase by more than five percent (5%) of Jensen's average share of such costs for the three prior calendar years), (ii) BP shall be responsible for 70.15% of the costs incurred by Jensen in maintaining the Common Areas within the Jensen Parcel plus an administrative fee equal to 15% of such costs (however, in any

calendar year, BP's share of such costs, excluding non-controllable costs such as snow removal, asphalt repairs/maintenance and utilities, shall not increase by more than five percent (5%) of BP's average share of such costs for the three prior calendar years), (iii) all such costs shall be computed, billed, paid, reconciled and otherwise administered in accordance with the same terms set forth above in this Section 4.b, and (iv) each party shall use diligent efforts to secure competitive market pricing for Common Area maintenance services, shall obtain at least two (2) bids prior to entering into any new contract for Common Area maintenance services with respect to their respective parcels, and shall provide copies of such bids to the other party prior to entering into any such contract.

5. **Sign.**

The existing shopping center sign located as shown on the Site Plan (the "Center Sign") shall be owned, managed and maintained by BP at BP's discretion, subject to governmental regulations. Jensen shall have the right to one (1) sign panel location on both sides of the Center Sign in the same location as the current Ace Hardware signs, and Jensen shall have the right to building signage on the façade of the building on the Jensen parcel. Jensen shall be responsible for all costs in connection with its sign panels. The design and installation of such sign panels shall be subject to the approval of BP, which approval shall not be unreasonably withheld.

6. **Indemnification/Insurance.**

a. **Indemnification.** Except as specifically otherwise provided in Sections 3(d) and 3(e) of this REMA, each party (the "indemnifying party") hereby agrees to indemnify, defend and save the other party harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property and occurring on such indemnifying party's own Parcel, except if caused by the negligence or willful misconduct of the other party hereto.

b. **Insurance.** Each party shall provide commercial general liability insurance affording protection to itself and the other party on its own parcel(s), naming the other party as an "additional insured" under the policy or policies, for a combined bodily injury and property damage limit of liability of not less than Two Million Dollars (\$2,000,000) per occurrence, Three Million Dollars (\$3,000,000) aggregate. The insurance company providing such insurance shall be rated at least A-VII, A.M. Best's rating. Such insurance may be a part of blanket liability coverage carried by a party so long as such blanket policy does not reduce the limits or diminish the coverage required herein.

c. **Other Insurance Matters.** All policies of insurance required by this REMA shall insure the performance of the party insured thereunder of the indemnity obligations contained in this REMA, shall name the other party an additional insured and shall contain a provision that the insurance company will provide all parties with

not less than twenty (20) days advance written notice of any cancellation or lapse, or of the effective date of any material reduction in the amounts or scope of coverage. Each party shall deliver to the other a certificate or statement from the party's insurance company that such insurance insures the performance by the party insured of the indemnity obligations herein and the existence of the insurance coverage to the limits herein required. Each party shall promptly notify each other party of any asserted claim with respect to which such party is or may be indemnified against hereunder and shall deliver to such party copies of process and pleadings.

7. **Agreement.**

a. Remedies for Default; Waiver. If the owner of any Parcel shall, during the term of this REMA, default in the full, faithful and punctual performance of any obligation required hereunder and if at the end of thirty (30) days after written notice (however, if any party is being materially, adversely impacted as a result of such default, such party shall have the right to exercise the rights set forth herein promptly after giving written notice) from any owner of a Parcel or the party to whom its authority has been delegated, stating with particularity the nature and extent of such default, the defaulting owner has failed to cure such default, and if a diligent effort is not then being made to cure such default, then any other owner of a Parcel of land subject to this REMA or the party to whom its authority has been delegated shall, in addition to all other remedies it may have at law or in equity, have the right to perform such obligation of this REMA on behalf of such defaulting owner and be reimbursed by such defaulting owner for the cost thereof with interest thereon at the rate of ten percent (10%) per annum. Any such claim for reimbursement, together with interest as aforesaid, shall be a secured claim and a lien shall attach and take effect upon recordation of a property claim of lien by the claimant in the office of the county recorder of the county in which the land is located. The claim of lien shall include the following: (1) the name of the claimant; (2) a statement concerning the basis of the claim of lien, (3) the last known name and address of the owner or reputed owner of the Parcel against which the lien is claimed; (4) a description of the property against which the lien is claimed; (5) a description of the "work performed or payment made" which has given rise to the claim of lien hereunder and a statement itemizing the amount thereof; and (6) a statement that the lien is claimed pursuant to the provision of this REMA reciting the date, book and page of the recordation hereof. The notice shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the party against whom the lien is claimed, either by personal service or by mailing (first class, certified, or return receipt requested) to the defaulting owner, at the address for mailing of tax statements with respect to the property against which the lien is claimed. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and it may be enforced in any manner allowed by law for the foreclosure of liens. Notwithstanding the foregoing, such lien shall be subordinate to any mortgage or deed of trust given in good faith and for value now or hereafter encumbering the property subjected to the lien, and any purchaser at any foreclosure or trustee's sale



(as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any mortgage or deed of trust shall take free and clear from any such then existing lien, but otherwise subject to the provisions of this REMA. The failure of the owner or owners of any of the Parcels subject to this REMA to insist in any one or more cases upon the strict performance of any of the promises, covenants, conditions, restrictions or agreements herein, shall not be construed as a waiver or relinquishment of any future breach of the same or other provisions hereof.

b. Non-Merger. So long as a party is a tenant of a Parcel, this REMA shall not be subject to the doctrine of merger, even though the underlying fee ownership to the Parcels described herein is vested in such party.

c. Duration. Unless otherwise cancelled and terminated, this REMA and all the easements, rights and obligations hereof shall automatically terminate and be of no further force or effect after fifty-five (55) years from the date hereof, except that the access easements (but not the parking easements) described in Section 3(a) and except that the utility easements granted pursuant to Section 3(e), if any, shall continue in full force and effect until terminated in writing by the parties entitled to modify this REMA in accordance with the provisions hereof.

8. **Rights and Obligations of Lenders.**

Subject to, and except as provided under the provisions of Section 7(a) above, the restrictions and burdens of this REMA are, and shall at all times be, prior and therefore superior to the lien or encumbrance of any mortgage or deed of trust made in good faith and for value affecting the BP Parcel or the Jensen Parcel or any part thereof, or any improvements now or hereafter placed thereon. However, a breach of any of the easements, covenants, or restrictions hereof shall not defeat or render invalid the lien or encumbrance of any mortgage or deed of trust. The superiority of this REMA shall be limited to the extent that title to any property acquired through sale under foreclosure of any mortgage or deed of trust effected by powers of sale, judicial proceedings, or otherwise, shall be subject to all the restrictions and burdens affecting the BP Parcel and the Jensen Parcel by virtue of this REMA, as noted in Section 7(a) hereof.

9. **Release from Liability.**

Any person acquiring fee or leasehold title to the BP Parcel or the Jensen Parcel or any portion thereon shall be bound by this REMA only as to the Parcels or portion of the Parcels acquired by such person. Such person shall be bound by this REMA only during the period such person is the fee or leasehold owner of such Parcel(s) or portion of the Parcel(s), except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this Section, the easements, covenants and restrictions in this REMA shall

continue to be benefits and servitudes which run with the land as described in Section 10 below.

10. **Rights of Successors.**

The easements, covenants, conditions, restrictions, benefits, and obligations hereunder shall create mutual benefits and servitudes upon the BP Parcel and the Jensen Parcel and shall run with the land. This REMA shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, tenants, successors, and/or assigns. The singular number includes the plural and any gender includes all other genders.

11. **Dispute Resolution.**

All disputes or claims arising under this Agreement shall be mediated by a mediator to be agreed upon by the parties. If after good faith efforts by the parties mediation is unsuccessful in resolving the dispute(s), then any remaining controversy or claim arising out of or relating to this Agreement or the breach thereof may be resolved in a court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover all costs, including reasonable attorneys' fees, incurred in enforcing the terms of this Agreement.

12. **Paragraph Headings.**

The paragraph headings herein contained are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

13. **Not a Public Dedication.**

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Common Areas to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this REMA shall be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Common Areas of the Parcels herein affected, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission, and subject to the control of the owner. Notwithstanding any other provisions herein to the contrary, the owners of the Parcels affected hereby may periodically restrict ingress and egress from the Common Areas in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such at time as to have a minimum effect on the parties in occupancy within the Shopping Center.

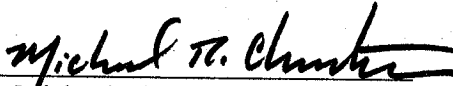
14. **Document Execution and Change.**

It is understood and agreed that until this REMA is fully executed and delivered by both Jensen and BP there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be based. It is further agreed that once this document is fully executed and delivered that it contains the entire agreement between the parties hereto and that, in executing it, the parties do not rely upon any statement, promise or representation not herein expressed, and this document, once executed and delivered, shall not be modified, changed or altered in any respect except by writing executed and delivered in the same manner as required for this document.

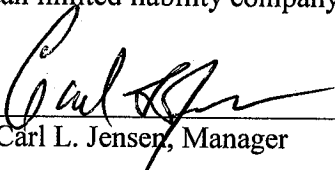
**IN WITNESS WHEREOF**, the parties hereto have executed this Restrictions, Easements and Maintenance Agreement the day and year first above written.

**CROSSROADS NOGDEN BP, LLC**

By: TGC Crossroads Nogden BP, LLC,  
Its: Manager

By:   
Michael Christensen, Manager

**Jensen & Jensen, LLC**  
a Utah limited liability company

By:   
Carl L. Jensen, Manager

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

Before me, the undersigned authority, on this day personally appeared MICHAEL R. CHRISTENSEN, Manager of TGC CROSSROADS NOGDEN BP, LLC, Manager of CROSSROADS NOGDEN BP, LLC, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

Given under my hand and seal of office on this 3 day of January, 2018.

J.C. Morris

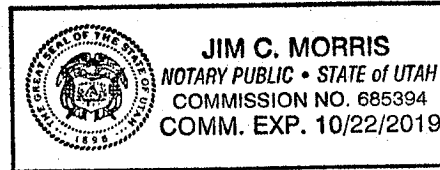
Notary Public

Notary's name printed:

JIM C MORRIS

My Commission Expires:

10-22-19



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

Before me, the undersigned authority, on this day personally appeared CARL L. JENSEN, Manager of JENSEN & JENSEN, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

Given under my hand and seal of office on this 3 day of January, 2018.

J.C. Morris

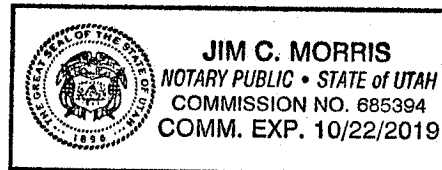
Notary Public

Notary's name printed:

JIM C MORRIS

My Commission Expires:

10-22-19



**EXHIBIT "A"**

General Depiction of the Shopping Center

[See attached]

ST/16/12/03/04/05/06/07/08/09/10/11/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100

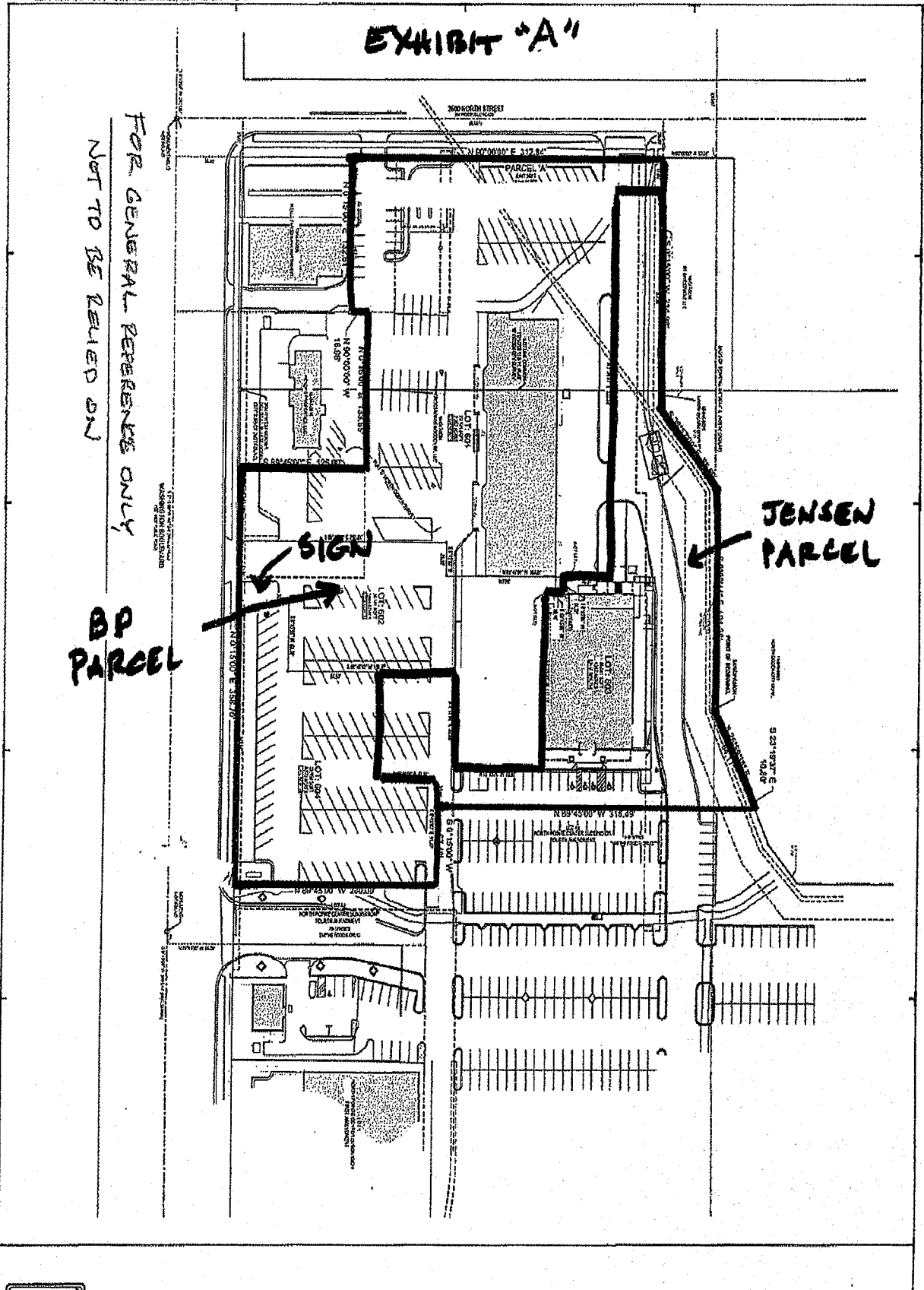
# EXHIBIT "A"

FOR GENERAL REFERENCES ONLY  
NOT TO BE RELIED ON

BP  
PARCEL

SIGN

JENSEN  
PARCEL



**EXHIBIT "B"**

**BP PARCEL DESCRIPTION**

All of Lots 601, 602 and 604, NORTH POINTE CENTER SUBDIVISION, SIXTH AMENDMENT, according to the official plat thereof recorded December 28, 2017, as Entry No. 2897475 in the office of the county recorder of Weber County, Utah.

*18-154-0001, 0002, 0004*

**EXHIBIT "C"**

**JENSEN PARCEL DESCRIPTION**

All of Lot 603, NORTH POINTE CENTER SUBDIVISION, SIXTH AMENDMENT, according to the official plat thereof recorded December 28, 2017, as Entry No. 2897475 in the office of the county recorder of Weber County, Utah.

*18-154-0003*