

1459-23647  
WHEN RECORDED, MAIL TO:

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1/13/2017 2:35:00 PM \$25.00  
Book - 10520 Pg - 6713-6718  
Gary W. Ott  
Recorder, Salt Lake County, UT  
STEWART TITLE INS AGCY OF UT  
BY: eCASH, DEPUTY - EF 6 P.

WDG Convenience, LLC  
Attn: Spencer Wright  
1178 Legacy Crossing Blvd., Suite 100  
Centerville, Utah 84014

16-29-353-005, 16-29-353-006, 16-29-353-009, 16-29-353-0010, 16-29-353-012

### DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS (this "**Declaration**") is made and entered into as of January 11, 2017, by and between Robert J. Law and Robyn J. Law, individuals residing in the State of Utah (jointly, the "**Southern Property Owner**") and WDG Convenience, LLC, a Utah limited liability company (the "**Northern Property Owner**").

### RECITALS

WHEREAS, the Southern Property Owner owns real property located in the City of Millcreek, County of Salt Lake, Utah and as more specifically set forth on Exhibit A, attached hereto (the "**Southern Property**").

WHEREAS, the Northern Property Owner owns real property located in the City of Millcreek, County of Salt Lake, Utah and as more specifically set forth on Exhibit B, attached hereto (the "**Northern Property**").

WHEREAS, for valuable consideration given, the Southern Property Owner desires to subject the Southern Property to certain covenants, conditions and restrictions as set forth herein.

NOW, THEREFORE, in consideration good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Southern Property Owner and Northern Property Owner agree as follows:

1. Restriction on Certain Uses on Southern Property. Without the prior written consent of the Northern Property Owner, no portion of the Southern Property shall be used to operate any business which provides or offers any one or more of the following (collectively, the "**Restricted Uses**") in connection with all or any part of its business operations, except as otherwise expressly set forth herein:

- a. packaged fluid milk in one quart or larger containers;
- b. commercially pre-packaged bread and pastry products; unless sold by a Permitted Restaurant (as defined below);
- c. made to order and pre-prepared sandwiches, burritos, salads and foods, and roller grill items (such as hot dogs and taquitos) for consumption on or off premises, unless sold by a Permitted Restaurant;
- d. grocery items;
- e. cigarettes and tobacco products, unless vended by machine;
- f. beer and wine for off premise consumption;
- g. health and beauty aids;
- h. over-the-counter medications such as pain relievers, cough, cold and flu, and dental care items;
- i. soft drinks in six pack, eight pack, twelve pack, case lots, half liter, one liter or two liter bottles;

- j. soft drinks by the cup or can, unless sold by a Permitted Restaurant,
- k. frozen or semi-frozen carbonated beverages, unless sold by a Permitted Restaurant;
- l. candy, unless gift boxed or sold in bulk;
- m. coffee or hot chocolate by the cup, unless sold by a Permitted Restaurant;
- n. newspapers, magazines and paperback books;
- o. motor fuels or petroleum products;
- p. lottery tickets, money orders, phone cards;
- q. vended video and/or game rentals; and
- r. gift or cash cards, other than gift or cash cards for the particular business occupying such space.

The foregoing notwithstanding, nothing set forth in this Declaration shall prohibit the sell of soft drinks by the can, bottled water or candy as a minor and ancillary part of operating, managing and maintaining a storage unit facility on the Southern Property. The term "Permitted Restaurant" as used herein shall mean a sit down restaurant with menus and waiter/waitress service, and no walk-up service, or a fast food restaurant, so long as any such restaurant is not a specialty coffee shop (e.g.: Starbucks or Daz Bog).

2. Covenants Run with the Land. The covenants and restrictions contained in this Agreement (whether affirmative or negative in nature): (i) shall constitute covenants running with the land; (ii) shall bind every person having a fee, leasehold or other real property interest in any portion of the Southern Property at any time or from time to time; (iii) shall inure to the benefit of the owner of the Northern Property; and (iv) shall be binding upon the parties successors and assigns.

3. Amendment; Modification. This Declaration may not be modified except with the consent of the fee owner of the Northern Property and, then, only by written instrument duly executed and acknowledged and recorded in the office of the County Recorder of Salt Lake County, Utah. The Northern Property Owner may elect to terminate this Declaration at any time. In connection with any such termination, Northern Property Owner shall execute and deliver, suitable for recording, a termination of this Declaration, to evidence such termination and to remove any encumbrance therefor on the Southern Property.

4. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah. This Declaration shall be recorded in the records of the County Recorder of Salt Lake County, Utah.

5. Entire Agreement. This Agreement (including the exhibits attached hereto) constitutes the entire agreement of the Parties regarding the Restricted Uses, and supersedes any prior promises, representations, warranties, agreements or understandings (whether oral, written or implied) between the Parties regarding such public play that are not set forth herein or therein.

**[SIGNATURE PAGES FOLLOW]**



**SOUTHERN PROPERTY OWNER:**

ROBERT J. LAW

By: Robert J. Law  
Name: Robert J. Law

ROBYN J. LAW

By: Robyn J. Law  
Name: Robyn J. Law

STATE OF UTAH)

:ss.

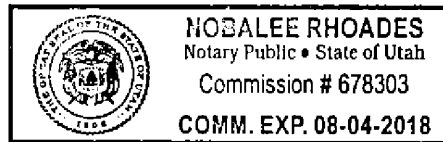
COUNTY OF Davis)

On the 13 day of January 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert J. Law, to me known and acknowledged to me that the said instrument is the free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Mobalee Rhoades  
NOTARY PUBLIC  
Residing at: Layton, Ut

My Commission Expires:

8-4-18



STATE OF UTAH)

:ss.

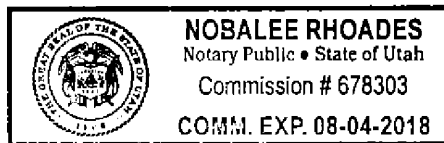
COUNTY OF Davis)

On the 13 day of January 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Robyn J. Law, to me known and acknowledged to me that the said instrument is the free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

Mobalee Rhoades  
NOTARY PUBLIC  
Residing at: Layton, Ut

My Commission Expires:

8-4-18



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EXHIBIT A

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(Description of Southern Property)

Parcel 1:

Beginning 139.725 feet South from the Northwest corner of Lot 9, Block 20, Ten Acre Plat A, Big Field Survey; thence South 45 feet; thence East 103 feet; thence North 45 feet; thence West 103 feet to the point of beginning.

Parcel 2:

Beginning 184.725 feet South from the Northwest corner of Lot 9, Block 20, Ten Acre Plat A, Big Field Survey; thence East 103 feet; thence South 45 feet; thence West 103 feet; thence North 45 feet to the point of beginning.

Parcel 3:

Part of Lot 9, Block 20, Ten Acre Plat A, Big Field Survey and particularly described as follows: Commencing 229.75 feet South of the Northwest Corner of said Lot 9 and running East 206 feet; thence South 45 feet; thence West 206 feet; thence North 45 feet to the place of beginning.

Parcel 4:

Beginning 206 feet East and 139.725 feet South from the Northwest corner of Lot 9, Block 20, Ten Acre Plat A, Big Field Survey; thence South 45 feet; thence West 103 feet; thence North 45 feet; thence East 103 feet to the point of beginning.

Parcel 5:

Beginning 206 feet East and 184.725 feet South from the Northwest Corner of Lot 9, Block 20, Ten Acre Plat "A", Big Field Survey, and running thence South 45 feet, thence West 103 feet, thence North 45 feet, thence East 103 feet to the point of beginning.

Parcel A:

A Right of Way over and across the following described tract: Commencing at a point 206 feet East from the Northwest Corner of Lot 9, Block 20, Ten Acre Plat "A", Big Field Survey, and running thence East 33 feet, thence South 16.65 rods, thence West 33 feet; thence North 16.65 rods to the place of beginning. Said Right of Way also known by name of Scott Court.

Tax I.D. Numbers: 16-29-353-005, 16-29-353-006, 16-29-353-012, 16-29-353-009, and 16-29-353-010

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EXHIBIT B

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(Description of Northern Property)

Parcel 1:

Beginning East 25 feet from the Northwest corner of Lot 9, Block 20, Ten Acre Plat A, Big Field Survey; thence East 78 feet; thence South 95 feet; thence West 103 feet; thence North 64 feet; thence North 38°53'04" East 39.82 feet to the point of beginning.

Parcel 2:

Beginning 103 feet East from the Northwest corner of Lot 9, Block 20, Ten Acre Plat A, Big Field Survey; thence East 50 feet; thence South 95 feet; thence West 50 feet; thence North 95 feet to the point of beginning.

Parcel 3:

Beginning 206 feet East from the Northwest corner of Lot 9, Block 20, Ten Acre Plat A, Big Field Survey; thence South 95 feet; thence West 53 feet; thence North 95 feet; thence East 53 feet to the point of beginning.

Parcel 4:

Beginning 95 Feet South from the Northwest corner of Lot 9, Block 20, Ten Acre Plat A, Big Field Survey; thence South 44.725 feet; thence East 103 feet; thence North 44.725 feet; thence West 103 feet to the point of beginning.

Parcel 5:

Beginning 206 feet East and 95 feet South from the Northwest corner of Lot 9, Block 20, Ten Acre Plat A, Big Field Survey; thence South 44.725 feet; thence West 103 feet; thence North 44.725 feet; thence East 103 feet to the point of beginning.

Parcel 6:

Right of way appurtenant to Parcels 3 and 5 over and across the following described tract:

Commencing at a point 206 feet East from the Northwest corner of Lot 9, Block 20, Ten Acre Plat "A", Big Field Survey, and running thence East 33 feet; thence South 16.65 rods; thence West 33 feet; thence North 16.65 rods to the place of beginning.

Tax I.D. Numbers: 16-29-353-013, 16-29-353-002, 16-29-353-003, 16-29-353-004, 16-29-353-008