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**DECLARATION AND ESTABLISHMENT**

**OF**

**PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS**

**AND**

**GRANT OF EASEMENTS**

**DECLARATION AND ESTABLISHMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS**

This Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements (this “**Declaration**”) is made effective as of April 20, 2016, by **ARBOR GARDNER BINGHAM JUNCTION OFFICE 3, L.C.**, a Utah limited liability company (“**Office 3**”) and **ARBOR GARDNER BINGHAM JUNCTION OFFICE 4, L.C.**, a Utah limited liability company (“**Office 4**”).

**RECITALS**

A. Office 3 is the owner of two parcels of real property located in the City of Midvale, Salt Lake County, Utah, more particularly described on Exhibit A attached hereto and made a part hereof (the “**Office 3 Property**”), one of which parcels is identified on Exhibit A as the office parcel (the “**Office 3 Office Parcel**”), and one of which parcels is identified on Exhibit A as the parking parcel (the “**Office 3 Parking Parcel**”);

B. Office 4 is the owner of two parcels of real property located in the City of Midvale, Salt Lake County, Utah, more particularly described on Exhibit A attached hereto and made a part hereof (the “**Office 4 Property**”; and together with the Office 3 Property, the “**Property**”), one of which parcels is identified on Exhibit B as the office parcel (the “**Office 4 Office Parcel**”), and one of which parcels is identified on Exhibit B as the parking parcel (the “**Office 4 Parking Parcel**”);

C. The current site plan depicting various portions of the development planned by Office 3 and Office 4 on the Property (the “**Planned Project**”) is attached as Exhibit C (“**Site Plan**”). The term “**Project**” shall mean the Planned Project if the same is developed and remains in operation or such other Buildings and uses as may be developed and operated, from time to time, on the Property;

D. Office 3 and Office 4 desire to enter into this Declaration for the purposes of setting forth certain covenants, conditions and restrictions which bind the Office 3 Property and the Office 4 Property, and grant certain easements over such properties for the benefit of the other property, all on the terms more specifically set forth herein.

NOW, THEREFORE, with reference to the foregoing Recitals and upon the terms and conditions contained herein, Office 3 and Office 4 hereby agree as follows:

**Article 1**  
**DEFINITIONS**

**1.1 Access Areas**

All areas within each Parcel and intended to be used at any time and from time to time as traffic lanes, driveways, sidewalks, walkways or similar areas for ingress and egress of vehicles and pedestrians, but does not include any portion of a Parcel on which a Building is located at any time or from time to time. The initial Access Areas are shown on the Site Plan.

## **1.2 Building.**

Any building constructed on a Parcel (including, without limitation, all extensions or projections thereof, all structures or facilities accessory or integral thereto, and any canopies or overhangs, porches, enclosed walkways, and similar items), but excluding a separately standing parking garage.

## **1.3 Building Area.**

The areas of the Property upon which Buildings are constructed, placed, or located, as such areas may be modified by the Owner of a Parcel from time to time.

## **1.4 Building Ratio**

The ratio for each Building determined by dividing the square footage of each Building by the total square footage of all Buildings within the Project, but excluding any portion of a Building, or separately standing Building, which constitutes a parking garage.

## **1.5 Common Areas.**

All the areas within the Property which are designated by the Owners (as hereinafter provided) and made available for the general use, convenience and benefit of the Owners and their Permittees and/or the public. The initial Common Areas shall be those set forth in the Site Plan; provided, however, that each Owner reserves the right to make adjustments in the location of the Common Areas on its Parcel, without the consent or approval of any other Owner, so long as such adjustment complies with Section 4.4 below and the newly designated Common Area does not unreasonably restrict the ingress and egress across such Parcel.

## **1.6 Common Utility Lines**

Those Utility Lines which are installed to provide the applicable service to more than one Parcel.

## **1.7 Consent Decree**

Is defined in Article 2 hereof.

## **1.8 Declaration.**

This Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements, as amended, restated, supplemented or otherwise modified from time to time.

## **1.9 Default Rate.**

The annual rate of interest equal to the interest rate per annum published by the *Wall Street Journal* as the prime rate (or in the event the *Wall Street Journal* no longer publishes a prime rate, then the prime rate or reference rate announced by the then largest chartered bank in

Utah in terms of deposits) from time to time, plus two percentage points per annum, but in no event more than any maximum rate of interest permitted by law.

#### **1.10 Dominant Estate.**

With respect to each easement granted pursuant to the provisions of this Declaration that is expressly for the benefit of one or more other Parcels (other than the Servient Estate), the Parcel so benefited; provided, however, where only a portion of a Parcel is benefited by a particular easement, only that portion so benefited shall be deemed to be the Dominant Estate.

#### **1.11 Environmental Law.**

Any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to a Parcel or the use thereof.

#### **1.12 First Class.**

Good condition and repair and at a standard of maintenance, repair and operation at least equal to the standard maintained in similar properties in the Salt Lake County area.

#### **1.13 Governmental Restrictions.**

Any or all laws, statutes, ordinances, codes, decrees, rulings, regulations, writs, injunctions, orders, rules, conditions of approval or authorization of any governmental entity, agency or political subdivision, whether now in force or which may hereafter be in force.

#### **1.14 Hazardous Materials**

Any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (“PCBs”), refrigerants (including those substances defined in the Environmental Protection Agency’s “**Refrigerant Recycling Rule**,” as amended from time to time), and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects.

#### **1.15 Index.**

The Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics (the “**Bureau**”) “All Items” for All Urban Consumers, U.S. City Average (1982–84 = 100). Should the Bureau discontinue the publication of the Index, publish the same

less frequently or alter the same in some other manner, the most nearly comparable index or procedure as determined by the Owners will be substituted therefor.

**1.16 Institutional Controls**

Is defined in Article 2 hereof.

**1.17 Leasehold Owner.**

The Person that, at the time concerned, is the owner of record in the office of the County Recorder of Salt Lake County, Utah, of a leasehold interest in an entire parcel with an initial term in excess of 20 years.

**1.18 Mortgage.**

An indenture of mortgage or deed of trust on a Parcel or any portion thereof, in each case entered into by such Owner in good faith in favor of a third party (not affiliated with such Owner) for value. A Mortgage shall include a "Sale and Leaseback" (meaning a transaction whereby an Owner conveys its fee or a leasehold estate in such Parcel and such conveyance is followed immediately by a leaseback or sub-leaseback of the entire interest so conveyed or the improvements thereupon to such Owner, or to a party wholly controlled by such Owner).

**1.19 Mortgagee.**

Any mortgagee or beneficiary under a Mortgage (or if the Mortgage is a Sale and Leaseback, the lessor under such arrangement).

**1.20 Owner.**

The Person that, at the time concerned, is the owner of record in the office of the County Recorder of Salt Lake County, Utah, of a fee interest in any Parcel or portion of a Parcel. In the event that, at any time, more than one Person owns the fee interest in a Parcel, they shall constitute one (1) Owner, and liability of each such Person for performance or compliance with the applicable provisions of this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a Mortgagee unless and until such Person has acquired fee title to the Parcel encumbered by a Mortgage pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof. The term "Owner" shall not include a Leasehold Owner.

**1.21 Parcel or Parcels.**

Each separate legal parcel comprising the Property, whether now existing or hereafter created.

### **1.22 Parking Areas.**

The areas on any Parcel that are used at any time and from time to time for parking, including, without limitation, parking stalls in parking garages, in conformance with this Declaration.

### **1.23 Permittees.**

The Owners of all or any portions of a Parcel and their respective heirs, successors, assigns, grantees, tenants and subtenants and all Persons who now hold, or hereafter hold, portions of a Parcel, or any leasehold estate therein, or building space thereon; and respective tenants or subtenants thereof; and the officers, directors, concessionaires, agents, employees, contractors, customers, visitors and licensees and invitees of any of them.

### **1.24 Performing Owner.**

The Owner that performs any installation, operation, maintenance, repair or replacement of any Utility Lines.

### **1.25 Person.**

Any natural person, partnership, trust, corporation, limited liability company or other legal entity.

### **1.26 Prohibited Uses.**

Any of the following:

- (a) any use which constitutes a public or private nuisance;
- (b) any use which produces noise or sound which may be heard outside of any Building and is objectionable due to intermittence, beat, frequency, shrillness or loudness;
- (c) any use which produces any noxious odor which may be smelled outside any Building other than such odors as are typically incidental to first class operations, including odors typically incidental to beauty and nail salons, restaurants, cafeterias, fast food restaurants or other food service establishments;
- (d) any use which produces any excessive quantity of dust, dirt or ash;
- (e) any use involving unusual fire, explosive or other damaging or dangerous hazards (including the storage, display or sale of explosives or fireworks); provided, however, this restriction will not prohibit annual or other periodic displays of fireworks in connection with national, regional or other holidays or events of significance in the area of the Property;
- (f) any heavy manufacturing, distillation, refining, smelting, agriculture or mining operation;

- (g) any mobile home or trailer court, mortuary, lot for the sale of new or used vehicles, labor camp, junkyard, stock yard or use involving animal raising;
- (h) any operation for drilling for and/or removal of subsurface substances;
- (i) any operation involving dumping, disposal, incineration or reduction of garbage or refuse, other than in enclosed receptacles intended for such purposes;
- (j) the use, generation or storage of Hazardous Materials, other than office and janitorial supplies and materials customarily used in connection with uses of a Parcel permitted under this Declaration, provided such use, generation or storage shall comply with all Environmental Laws, the Institutional Controls and the Consent Decree;
- (k) any automobile body and fender repair shop operation;
- (l) any use involving the display or distribution of pornographic materials, adult books and magazines or X-rated videos or similar productions; and
- (m) any off-track betting facility

#### **1.27 Required Consenting Owners.**

Each of the Owners of a Parcel.

#### **1.28 Required Parking Ratio.**

With respect to the Office 3 Property, a ratio of four (4) parking stalls per 1,000 gross square feet of rentable space in the Buildings on the Office 3 Property, but, for purposes of calculating rentable space in a Building, excluding any portion of a Building, or separately standing Building, which constitutes a parking garage. With respect to the Office 4 Property, an amount determined by adding (a) the parking stalls obtained from a ratio of four (4) parking stalls per 1,000 gross square feet of rentable space in the Buildings on the Office 4 Property, but, for purposes of calculating rentable space in a Building, excluding any portion of a Building, or separately standing Building, which constitutes a parking garage plus (b) three hundred seventy (370) stalls.

#### **1.29 Separate Utility Lines.**

The Utility Lines which are installed to provide the applicable service to only one Parcel. For the purpose of this Declaration, the portion of a Utility Line extending between a Common Utility Line and a single Building shall be considered a Separate Utility Line.

#### **1.30 Servient Estate.**

With respect to each easement granted pursuant to the provisions of this Declaration, the Parcel upon which such easement is located; provided, however, where only a portion of a Parcel is bound and burdened, only that portion so bound and burdened shall be deemed to be the Servient Estate.

### **1.31 Utility Corridors.**

Those portions of the Common Areas marked on the Site Plan as Utility Corridors, if any. If no Utility Corridors are marked on the Site Plan as Utility Corridors, the Utility Corridors will be those areas designated on the plat for the Project which are dedicated as public utility easements.

### **1.32 Utility Lines.**

Those facilities and systems for transmissions of utility services, including, but not limited to, storm water drainage and storage systems or structures or both; fire protection, irrigation and domestic water mains and manholes; lift stations; sewer lines and systems; fire and landscape water sprinkler systems (including without limitation, fire risers); telephone lines and manholes; generators and related equipment and switch gear, electrical conduits or systems, gas mains and other public or private utilities.

## **Article 2 USE IN GENERAL**

Except as otherwise limited pursuant to this Declaration and matters of record recorded against a Parcel prior to the date hereof, each Parcel may be used for any lawful use. No portion of the Property will be used for a Prohibited Use. The U.S. District Court for the District of Utah entered a Remedial Design/Remedial Action Consent Agreement for the Property (the “**Consent Decree**”). The Environmental Protection Agency has certified that the remedial action under the Consent Decree has been satisfied, and, as such, pursuant to the Consent Decree, any person acquiring the Property shall attain the status of a “Bona Fide Prospective Purchaser” (“**BFPP**”); provided that, in order to maintain such BFPP status, a purchaser must implement appropriate reasonable steps with respect to hazardous substance contamination found at the Property, as required by section 21 of the Consent Decree and the EPA Ready for Reuse Determination, Midvale Slag Superfund Site (May 16, 2008), which include complying with the Operation and Maintenance, Access and Institutional Controls as mandated by the Consent Decree (the “**Institutional Controls**”). Each Owner and its Permittees shall at all times comply with the requirements set forth in the Consent Decree and Institutional Controls as it relates to such Owner’s Parcel.

## **Article 3 BUILDING AREAS**

No Building will be erected, placed or maintained on any portion of the Project except within Building Areas.

## **Article 4 PROJECT EASEMENTS**

### **4.1 Permanent Access Easements.**

Each Owner hereby establishes and grants for the benefit of, and as appurtenances to, each other Parcel and for the benefit of the Owner of each of the other Parcels from time to time



and their respective Permittees, irrevocable, non-exclusive easements over, across and upon the “**Permanent Access Roadway**” depicted on Exhibit C hereto for vehicular and pedestrian ingress and egress. The Permanent Access Roadway may not be altered in any manner which materially adversely affects the access to any Parcel without the consent of the Required Consenting Owners of such Parcel. Nothing in this Section or elsewhere in this Declaration will be deemed to be or constitute a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever.

#### **4.2 Common Area Easements.**

Each Owner hereby establishes and grants for the benefit of, and as appurtenances to, each other Parcel and for the benefit of the Owner of each of the other Parcels from time to time and their respective Permittees, irrevocable, non-exclusive easements over, across, upon and beneath the Common Area located on such Owner’s Parcel(s) for the purposes set forth in Section 4.3. Nothing in this Section or elsewhere in this Declaration will be deemed to be or constitute a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever.

#### **4.3 Permitted Common Area Uses.**

The Common Area will be used for the purposes set forth in this Section.

(a) Subject to the restrictions set forth in Section 4.6 and 5.7 hereof, the parking of passenger vehicles and the pedestrian and vehicular traffic of Permittees in the Parking Areas.

(b) For ingress and egress, upon, over and across the Access Areas and Parking Areas on each Parcel for pedestrian use by the Permittees of each other Parcel.

(c) Ingress and egress, upon, over and across the Access Areas and Parking Areas on each Parcel for the purpose of furnishing access and the right of access for the vehicles of the Permittees of each other Parcel and for ingress and egress for emergency vehicles.

(d) Ingress and egress, upon, over and across the Access Areas and Parking Areas on each Parcel for the purpose of delivery of goods, wares, merchandise and the rendering of services to all occupants of the Property. Each tenant or other occupant of the Property will use commercially reasonable efforts to have deliveries made within the areas designated for such purposes by the Owner of the Parcel. In the event it is necessary that deliveries be made other than in the areas designated by Owner of the Parcel, or if no such areas are designated by the Owner of such Parcel, such deliveries will be made so as to cause the least amount of interference with the use of adjacent portions of the Common Area.

(e) The installation, operation, maintenance, inspection, repair, replacement and relocation in the Utility Corridors of Utility Lines serving any part of the Property, all of which (except hydrants and transformers and other installations as may be requested by the utility company) will be even with or below the surface of the Common Area or as otherwise agreed by the Owners of the Servient Estate. All Owners will cooperate in the granting of appropriate and proper easements to each other or to utility companies and governmental

authorities for the installation, operation, maintenance, repair, replacement and relocation of the Utility Lines. The location of the Utility Lines shall be within the Utility Corridors unless otherwise agreed to by the Owners on whose Parcel such Utility Line is being placed. Each Owner will have the right to enter upon any portion of the Common Areas constituting the Utility Corridor and the areas immediately adjacent thereto as may be necessary or appropriate in order to accomplish the installation, operation, maintenance, inspection, repair, replacement and relocation of the Utility Lines subject to compliance with the following:

(i) The installation, operation, maintenance, inspection, repair and replacement of such Utility Lines (A) shall not unreasonably interfere with the use of the improved Common Area or with the normal operation of any business in each Parcel, (B) shall not unreasonably interfere with or diminish utility service to the businesses served by the Utility Lines, (C) shall not reduce or unreasonably impair the usefulness or functionality of the Utility Lines serving other Parcels, (D) shall, except as provided in Subsection 4.3(e)(iii) below, be performed without cost or expense to the Owner or Permittee of any other Parcel, (E) shall be performed in a good and workmanlike manner, with due care, and in compliance with all Governmental Restrictions and (F) shall not unreasonably interfere with the pedestrian and vehicular access or parking. For non-routine maintenance and repair that will impact the utilization of the Utility Lines serving other Parcels, the Performing Owner shall provide written notice to the other Owners (and so long as the CHG Lease Agreement (as defined in Section 9.22 below) is in effect, the Tenant under the CHG Lease Agreement) prior to performing any such non-routine maintenance and repair and shall perform such maintenance and repairs during periods approved to by the other Owners, such approval to not be unreasonably withheld, conditioned or delayed.

(ii) To the extent any installation, operation, maintenance, inspection, repair or replacement relates to Separate Utility Lines, the Owner of the benefitted Parcel shall, (A) to the extent applicable, comply with Section 4.4 of this Declaration; (B) repair to the original specifications any damage resulting from such installation, operation, maintenance, inspection, repair and replacement; and (C) shall provide as-built plans for all such Separate Utility Lines to the Owners of all Parcels upon which such Separate Utility Lines are located within thirty (30) days after the date of completion of construction of same. All costs associated with the installation, operation, maintenance, inspection, repair and replacement of Separate Utility Lines shall be borne solely by the Owner of the Parcel served thereby.

(iii) All costs associated with the installation, operation, maintenance, inspection, repair and replacement of Common Utility Lines shall be allocated among the Owners of the Parcels in accordance with the Building Ratio; provided, however, if any Owner requires an increase in the capacity of such lines, the Owner requiring such increase shall be responsible for costs necessary to increase the capacity of such lines. Except as may be otherwise provided herein, the installation, operation, maintenance, inspection, repair and replacement of Common Utility Lines may be performed by the Owner of any Parcel served thereby. The Performing Owner shall bill the Owner(s) of the other Parcel(s) served thereby for each such Owner's proportionate share in accordance with the Building Ratio of the costs incurred by the Performing Owner not

more often than monthly in arrears and such costs shall be payable within thirty (30) days after receipt of an invoice therefor and, if requested, reasonable supporting documentation.

(iv) At any time and from time to time the Owner of a Parcel shall have the right to relocate on its Parcel any Utility Line which is then located on such Owner's Parcel, provided that any such relocation (A) shall be performed only after sixty (60) days' notice of the Owner's intention to undertake the relocation shall have been given to the Owners of each Parcel served by the Utility Line, (B) shall not unreasonably interfere with the use of the other Owner's Parcel or with the normal operation of any business in each Parcel, (C) shall not unreasonably interfere with or diminish utility service to the businesses served by the Utility Line on the other Parcel, (D) shall not reduce or unreasonably impair the usefulness or function of the Utility Line, (E) shall be performed without cost or expense to the Owner or Permittee of any other Parcel, (F) shall provide for the original and relocated area to be restored to the same condition it existed in prior to such relocation, and (G) shall not unreasonably interfere with the pedestrian and vehicular access or the Parking Areas. At any time and from time to time the Owner of a Parcel may relocate onto its Parcel any Separate Utility Lines that are then present on the other Owner's Parcel, provided that in relocating such separate Utility Lines, the Owner relocating the Separate Utility Lines shall comply with subsections (A), (B), (E) and (G). Further, if the Utility Lines on the other Parcel are accessed or the surface of the other Parcel is disturbed in such relocation, the original area shall be restored to its original specifications. The Owner performing such relocation shall provide as-built plans for all such relocated Utility Lines to the Owners of all Parcels served by such Utility Lines within thirty (30) days after the date of completion of such relocation.

(v) Each Owner shall not interrupt, damage, or otherwise interfere with the Separate Utility Lines of the other Owner, including without limitation, any generators, related equipment and switch gear.

(f) Trash, refuse and garbage container storage areas if indicated as Common Area on the Site Plan.

(g) Subject to the prior written approval of the Owner of the Servient Estate, which will not be unreasonably withheld, the temporary use of construction equipment and materials (including erection of ladders, scaffolding and store front barricades) during periods of construction, remodeling or repair, and ingress and egress for vehicles transporting construction materials and equipment and use thereof by construction equipment, including without limitation for the purpose of constructing, maintaining, repairing, replacing and reconstructing Buildings, Parking Areas, Parking Garages and other permitted improvements on a Parcel and, upon the condition, however, that all construction, remodeling or repair of buildings, other improvements and appurtenances is diligently performed and such ladders, scaffolding and barricades are promptly removed upon completion of such work.

(h) The construction, maintenance, repair, replacement and reconstruction of sign pylons and/or monument signs in the areas shown on the Site Plan. The costs of designing, constructing, maintaining, repairing, replacing or reconstructing sign pylons and/or monument

signs which serve the Project will be paid for pro rata by the Owners in the ratio of their square footage usage of such sign pylons. The Owners of the Office 3 Property, on one hand, and the Owners of the Office 4 Property, on the other hand, will each have the right to use one half of the monument signs for the Project designated on the Site Plan as “shared monument sign”, with locations on such sign which have equal prominence. No changes will be made to such signage, including the locations of same, without the prior written approval of the Owners. Notwithstanding anything to the contrary contained herein, the Owners, acting unanimously, will have the right to establish a sign program for the Project (“**Sign Program**”), which Sign Program may include, among other things, detailed design, engineering and specification requirements relating to signage. The Owners, acting unanimously, will have the right to change the Sign Program from time to time. Any and all signage installed at the Property after the adoption of a Sign Program will be subject to and erected in accordance with the Sign Program.

(i) Each Owner hereby reserves the right to eject from the Common Areas designated for the use by others on its Parcel any Persons not authorized to use the same. In addition, each Owner reserves the right to close off the Common Areas designated for the use by others on its Parcel for such reasonable periods of time as may be required for serious security situations or legally necessary to prevent the acquisition of prescriptive rights by anyone; provided, however, before closing off any part of the Common Areas designated for the use by others as provided above, such Owner must give notice to the other Owners of its intention to do so and must coordinate its closing with the activities of each of the other Owners so that there is no unreasonable interference with the use, occupation or operation on the other Parcels by such other Owners or their respective Permittees.

#### **4.4 Common Area and Parking Area Alteration.**

The Owner of a Parcel shall be permitted to alter, relocate or change the configuration of the Access Areas and the Parking Areas on the Parcel (including any parking garages) which it owns at any time and from time to time but only upon strict compliance with the provisions of this Section.

(a) Any proposed alteration, relocation or other change shall comply with all Laws and matters of record pertaining to the Property.

(b) Any proposed alteration, relocation or other change shall not, without the prior written consent of all Required Consenting Owners:

(i) Permanently reduce the number of parking stalls located on a Parcel below those required by Governmental Restrictions or otherwise agreed to by such Owner, in writing (taking into account the parking rights granted in Section 4.6 hereof), or below the Required Parking Ratio.

(ii) Materially modify or unreasonably obstruct the Access Areas.

(c) The Owner proposing to make any alteration, relocation or other change shall pay the entire cost of such alteration, relocation or change.

(d) The Owner proposing to make such alteration, relocation or change may not perform any work on, or stage any work from, any other Parcel without the consent of the Owners, or if required by Section 4.4(b), the Required Consenting Owners, of the other Parcel(s) (the “**Consenting Owner**”), which consent shall not be unreasonably withheld, conditioned or delayed. In connection with obtaining such consent, the Owner proposing to make sure alteration, relocation or change (the “**Submitting Owner**”) shall provide copies of its preliminary plans to the Owners, or if consent of the Required Consenting Owners is required by Section 4.4(b), the Required Consenting Owners, of such other Parcel(s) prior to commencing such work for review and approval by the Owners or Required Consenting Owners, as applicable, of such other Parcel(s), which consent shall not be unreasonably withheld, conditioned or delayed. In the event a Submitting Owner submits a preliminary plan to the Consenting Owner for its consent as required by this subsection (d), such preliminary plan shall be deemed approved if not disapproved in writing within thirty (30) days of the delivery of the preliminary plans to the Consenting Owner. In the event a Consenting Owner disapproves of such preliminary plans, the Consenting Owner shall, within such thirty (30) day period, deliver to the Submitting Owner the Consenting Owner’s written objections to the preliminary plans which objections shall include a reasonably detailed description of what changes, if made, would cause the Consenting Owner to give its approval of the preliminary plans. The Submitting Owner shall, to the extent the Submitting Owner agrees with the Consenting Owner’s requested changes, revise the preliminary plans and resubmit them to the Consenting Owner for its approval in accordance with the procedures set forth above in this subsection (d). Notwithstanding the foregoing to the contrary, an Owner shall not be required to obtain the consent of the other Owners to make any alteration, relocation or modification on such Owner’s Parcel if such alteration, relocation or modification is required by Law, provided, the Owner making such alteration, relocation or modification shall give each of the other Owners at least thirty (30) days prior written notice of such change.

#### **4.5 Encroachment Easement.**

Should any Building or improvement constructed within the Property inadvertently encroach on any adjacent property and said encroachment does not exceed 24 inches or otherwise materially, adversely affect the use of the property being encroached upon, the Owner of the adjacent property will be deemed to have granted an easement effective as of the recording date hereof for such encroachment for so long as such encroachment will exist, and will execute such instruments as may reasonably be required by the encroaching party, or its assignees, title insurer or Mortgagees confirming such easement.

#### **4.6 Parking Areas.**

(a) The Parking Areas will be operated and maintained by the Owner thereof, at such Owner’s sole cost and expense, in a First Class condition. Following the construction of a Building on the Office 4 Property, each of the Office 3 Property and the Office 4 Property shall independently at all times contain Parking Areas sufficient to meet the Required Parking Ratio.

(b) Subject to Section 4.6(a), above, the Owners, acting unanimously, will have the right to establish a parking program for the Project (the “**Parking Program**”), which Parking Program may provide for, among other things, parking rules and regulations, parking

charges, valet and validation programs or systems and a single parking operator. The Owners, acting unanimously, will have the right to change the Parking Program from time to time. No Permittee will use or permit the use of the Parking Areas for any purpose other than parking, loading/unloading (in the areas designated for the same by the Parking Program) and the passage of pedestrians and motor vehicles unless specifically provided otherwise in this Declaration. Each Owner agrees to use reasonable efforts to enforce the provisions hereof. Without limiting the generality of the foregoing, if the Owners (acting unanimously) implement any program related to parking, parking facilities or transportation facilities including, but not limited to, any program for off-site parking, parking validation, employee shuttle transportation during peak traffic periods or other program to limit, control, enhance, regulate or assist parking by customers or Permittees of the Project, each Owner which has rights to use the Parking Areas governed by the Parking Program will participate in the Parking Program and pay its proportionate share of the costs of the program (based on the a rate agreed by the Owners when establishing the Parking Program) under reasonable and nondiscriminatory rules and regulations from time to time established by the Owners (acting unanimously). Except as provided in Section 5.7 or Section 8.3, below, or as may be necessary to comply with and/or satisfy the Required Parking Ratio or as permitted in the Parking Program, or as otherwise consented to by Owner of another Parcel, following the construction of a Building on the Office 4 Property, each Owner will require its Permittees to park their vehicles only in the Parking Areas on such Owner's Parcel.

#### **4.7 Underground Supports.**

In order to accommodate the construction, reconstruction or repair of any Building or other improvement which may be constructed or reconstructed immediately adjacent to the common boundary lines of any of the Parcels, each Owner hereby grants, establishes and creates for the benefit of, and as appurtenances to, each other Parcel and for the benefit of the Owner of each of the other Parcels from time to time and their respective Permittees, with respect to, and as a burden upon, such granting Owner's Parcel, non-exclusive easements for lateral support reasonably necessary for improvements constructed on or near such common boundary lines, together with the right and easement to install, maintain, repair, and replace footings and underground supports for such improvements in space not theretofore occupied by any then existing structure or to be occupied by any future structure, provided that, except as shown in the Site Plan, the location of such footings will be subject to the consent and approval of the Owners of the Parcel encumbered by such easement, such approval not to be unreasonably withheld, and will in no event extend more than 5 feet onto the Servient Estate from the applicable common boundary line. This easement will continue in effect for the term of this Declaration and thereafter so long as the improvements utilizing the easement exists, including a reasonable period to permit reconstruction or replacement of such improvements or to permit the construction of new improvements, and will include the reasonable right of access necessary to exercise and enjoy such grant, provided no damage is caused to the Buildings or other improvements located on the Parcel encumbered by such easement or the operation of business thereon. Each Owner of a Parcel using a common footing will construct its wall upon its Parcel, and no load, force or pressure will be exerted by the wall of one Owner upon the wall of the other Owner, unless the other Owner provides its prior, written consent, which consent may not be unreasonably withheld. When an Owner of a Parcel constructs its improvements along a common boundary line, it will do so in a manner that does not result in damage or injury to the

Buildings or other improvements previously placed by another Owner of a Parcel along such common boundary line. If a common footing is used by two Owners, each will assume and pay its reasonable share of the cost and expense of the initial construction and, so long as both Owners are benefiting therefrom, any subsequent maintenance, repair, and replacement thereof. If any Building or structure utilizing a common subterranean element is destroyed and not replaced or is removed, the common subterranean construction element will be left in place for the benefit of any improvements utilizing the same located on the adjoining Parcel. Nothing herein will be deemed to require any Owner to use or to consent to the use of common subterranean construction elements, but if such consent is granted then the foregoing provisions of this Section will apply.

#### **4.8 Project Integration Easement.**

In order to allow for minor variations or setbacks the actual locations of the completed improvements on the Parcels and to assure that each subsequent Owner can, where necessary, construct and maintain its improvements so that they abut and/or connect to the improvements that have been completed on adjacent Parcels, each Owner hereby grants, to each of the other Owners easements in its Parcel to the extent to which they may be required to enable any Owner to enter upon an adjacent Parcel to construct, complete and thereafter permanently maintain its improvements so that all of the development on Project will give the appearance of having been developed as, and will be able to be used as, a part of an overall unified integrated development.

### **Article 5 OPERATION AND MAINTENANCE OF BUILDING AREA, COMMON AREA, AND COMMON UTILITY LINES**

#### **5.1 Taxes and Assessments.**

(a) Each Owner will pay directly to the taxing authority(ies), prior to delinquency, the Taxes attributable to their respective Parcels including any Common Areas and Common Utility Lines located upon such Parcel. For purposes of this Declaration, "Taxes" will mean any and all taxes, assessments, impositions or levies of any kind (in all cases, whether general or special, anticipated or unanticipated) imposed by any governmental authority upon the land within the Property and/or any improvements therein or thereon. Notwithstanding the foregoing to the contrary, until such time as an Owner of the Office 4 Property has commenced the construction of a Building on the Office 4 Property, as evidenced by the issuance of a building permit, the Owners of the Office 3 Property shall reimburse the Owners of the Office 4 Property for all Taxes paid by the Owners of the Office 4 Property.

(b) Each Owner (or the tenant or occupant of an Owner if such tenant or occupant has the right under its lease or occupancy agreement to contest Taxes) will have the right, in good faith, to contest the amount of Taxes owing with respect to its property; provided that such Owner (or tenant or occupant) will take all such action as may be necessary to prevent any assessment or tax lien from being foreclosed or enforced with respect to any property within the Property.

## **5.2 Building and Improvement Maintenance.**

Each Owner will maintain, or cause to be maintained, in a First Class condition, all Buildings, Parking Areas, Common Areas and other improvements on its Parcel or Parcels, normal wear and tear and, subject to the provisions of Article 8 hereof, casualty, excepted. Notwithstanding the foregoing to the contrary, until such time as an Owner of the Office 4 Property has commenced the construction of a Building on the Office 4 Property, as evidenced by the issuance of a building permit, the Owners of the Office 3 Property shall be responsible for all maintenance of the Parking Areas, Common Areas and other improvements on the Office 4 Property.

## **5.3 Utilities.**

Subject to the provisions of Section 4.3(e), each Owner will be solely responsible for obtaining and paying for all utilities and services used on its Parcel, including any utilities used in connection with the Common Areas located on its Parcel. Notwithstanding the foregoing to the contrary, until such time as an Owner of the Office 4 Property has commenced the construction of a Building on the Office 4 Property, as evidenced by the issuance of a building permit, the Owners of the Office 3 Property shall pay for all utilities used on the Office 4 Property.

## **5.4 Rules and Regulations.**

Each Owner may, in its discretion, adopt reasonable rules and regulations pertaining to the use of the easements granted hereby that are located on or in its Parcel, and to such other matters as are identified herein as subject to such rules and regulations, including availability and other reasonable restrictions and penalties (including emergency operations, maintenance and repairs or special events being held on such Parcel, towing of unauthorized vehicles, etc.) and, with respect to any loading docks, time and areas available, frequency of use and scheduling of deliveries; provided, however, that no such rules and regulations shall discriminate against any individual Owner or their Permittees nor shall they be incompatible with or serve to materially diminish or alter any right conferred, or any obligations created, hereunder or otherwise evidenced of record. Such rules and regulations shall be binding upon all Owners and Permittees from and after the date of notice thereof, given as provided herein. In addition, each Owner retains the right to eject from the portion of any easement area located on its Parcel any person whose use of the easement area does not comply with the intended use of the easement or whose conduct creates an unreasonable disturbance.

## **5.5 Maintenance of Common Areas and Common Utility Lines.**

Unless otherwise agreed by the affected Owners, the Owner of the Parcel upon which any Common Areas or Common Utility Lines (or easements with respect thereto) are to be located or constructed shall be responsible for the initial installation and subsequent operation, management, equipping, lighting, repair, replacement and maintenance of such easement areas and all walkways, driveways, roads, and other common use facilities contemplated thereon in a First Class condition. Notwithstanding the foregoing to the contrary, until such time as an Owner of the Office 4 Property has commenced the construction of a Building on the Office 4 Property,



as evidenced by the issuance of a building permit, all costs and expenses incurred in maintaining, constructing or repairing the Common Areas on the Office 4 Property, shall be paid by the Owner of the Office 3 Property, and all costs and expenses necessary for the maintenance, construction and, except to the extent caused by the negligence acts or omissions of the Owner(s) of the Office 4 Property, the repair, of the Common Areas on the Office 4 Property shall be performed by the Owner(s) of the Office 3 Property. Such obligations will include (but will not be limited to) the following:

- (a) resurfacing of walkway, roadways, and drives;
- (b) keeping the surface of any walkways, roadways, and drives in a smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as will, in all respects, be equal in quality, use and durability;
- (c) cleaning, sweeping, debris removal, disposal of rubbish and debris, removal of soil and stone washed into such easement areas and all other tasks necessary to maintain such easement areas in a clean, safe and orderly condition;
- (d) maintenance of all curbs, landscape enclosures, fences and retaining walls in good condition and repair;
- (e) placing, keeping in repair and replacing any necessary and appropriate directional signs, markers and lines and keeping in repair and replacing when necessary such artificial lighting facilities and lighting fixtures as will be reasonably required;
- (f) maintenance of all landscaped areas, making such replacements of shrubs and other landscaping as is necessary, and keeping such landscaped areas at all times adequately weeded, fertilized and watered; and
- (g) maintenance of all Utility Lines as provided in Section 4.3 above.

#### **5.6 Takeover of Maintenance.**

Except as set forth below, if an Owner fails to operate, manage, equip, light, repair, replace and/or maintain the Common Areas or Common Utility Lines within its Parcel as required under Section 5.5, or otherwise fails to operate such Common Areas or Common Utility Lines pursuant to the other requirements and standards set forth in this Declaration, then any other Owner will have the right (but not the obligation), by giving such defaulting Owner at least thirty (30) days' prior written notice, provided no such notice shall be required in the event of an emergency, to assume, or cause to be assumed, responsibility for the operation, maintenance, repair and replacement of such Common Areas or Common Utility Lines (or portions thereof), as the case may be; provided, however, in the event such defaulting Owner performs such remedial actions or cures the relevant breach (or, if such remedial actions cannot be cured within such 30-day period, such defaulting Owner promptly undertakes such remedial actions and diligently pursues such remedial actions to completion), such non-defaulting Owner will not have the right to take over, or cause to be taken over, the operation, maintenance, repair and replacement of the subject Common Areas on account of such breach. If such non-defaulting Owner so exercises such option to assume, or causes to be assumed, the responsibilities for the operation,

maintenance, repair and replacement of the relevant Common Areas (or portions thereof), such non- defaulting Owner or a designee appointed by such non-defaulting Owner, will thereafter so operate, maintain, repair, replace and otherwise perform such defaulting Owner's obligations with respect to the subject Common Areas (or relevant portions thereof) in the same manner and subject to the same standards as required of each Owner under this Declaration. In such event, each such defaulting Owner will be responsible for any and all actual out of pocket costs incurred by such non-defaulting Owner or such designee (as the case may be) with respect to such operation, maintenance, repair, replacement and satisfaction of other obligations of such defaulting Owner with respect to such Common Areas, which costs will be paid by such defaulting Owner to such non-defaulting Owner or such designee (as the case may be) periodically, as billed by such party, within 30 days following such billing. If such defaulting Owner does not pay such bill within such 30 days, then the amounts owing hereunder shall accrue interest and the Default Rate, and, in addition, such non-defaulting Owner shall have a right to enforce such obligation through all applicable legal and equitable remedies.

### **5.7 Parking Garages.**

(a) It is initially contemplated that a parking garage will be constructed on each of the Office 3 Parking Parcel and the Office 4 Parking Parcel. Initially, the Owner of the Office 3 Parking Parcel will construct a parking garage containing approximately 1,225 parking stalls on the Office 3 Parking Parcel (the "**Office 3 Parking Garage**"), which shall be used to provide parking for the occupants of the Office 3 Office Parcel.

(b) At such time as Office 4 Owner elects to construct a Building on the Office 4 Office Parcel, the Owner of the Office 4 Parking Parcel shall be required to construct a parking garage on the Office 4 Parking Parcel (the "**Office 4 Parking Garage**" and, together with the Office 3 Parking Garage, the "**Parking Garages**"), which shall contain sufficient parking such that the Office 4 Property, once the Office 4 Parking Garage is complete, shall contain enough parking stalls to meet the Required Parking Ratio.

(c) Subject to any right conferred, or obligation created, hereunder or otherwise evidenced of record, the Owner of the Office 4 Parking Parcel may elect to integrate the Office 4 Parking Garage with the Office 3 Parking Garage, such that each parking garage operates as a single unit, upon obtaining the consent of the Owner(s) of the Office 3 Property, which consent shall not be unreasonably withheld, conditioned or delayed so long as each of the following conditions are met:

(i) Any proposed alteration required to integrate the Office 4 Parking Garage with the Office 3 Parking Garage shall comply with all Laws.

(ii) Any proposed alteration required to integrate the Office 4 Parking Garage with the Office 3 Parking Garage shall not (unless otherwise agreed to by the Office 3 Parking Garage Owner):

(A) Permanently reduce the number of parking stalls located in the Office 3 Parking Garage as a result of such alteration unless the Owner of the Office 4 Property grants to the Owners of the Office 3 Property an easement for the use of parking stalls

on the Office 4 Property for the same number of parking stalls which have been reduced in the Office 3 Parking Garage as a result of such alteration;

(B) Materially modify or unreasonably obstruct the Access Areas.

(iii) The Owner of the Office 4 Parking Parcel shall pay the entire cost of such alteration.

(iv) The Owner of the Office 4 Parking Parcel may not perform any work on the Office 3 Parking Parcel or with respect to the Office 3 Parking Garage until the Owner of the Office 4 Parking Parcel has received written consent of the Owner(s) of the Office 3 Property, which consent shall not be unreasonably withheld, conditioned or delayed. In connection with obtaining such consent, the Owner of the Office 4 Parking Parcel shall provide copies of its preliminary plans to the Owner(s) of the Office 3 Property prior to commencing such work for review and approval by the Owner(s) of the Office 3 Property, which consent shall not be unreasonably withheld, conditioned or delayed. The preliminary plans shall include construction plans and specifications, a construction timeline, and a detailed description of any alterations which will need to be made to the Office 3 Parking Garage, including, without limitation, a description of how many parking stalls will be affected by such alterations (whether temporarily during a construction period or permanently). In the event the Owner of the Office 4 Parking Parcel submits a preliminary plan to the Owner(s) of the Office 3 Property for its/their consent as required by this subsection (iv), such preliminary plan shall be deemed approved if not disapproved in writing within thirty (30) days of the delivery of the preliminary plans to the Owner(s) of the Office 3 Property. In the event an Owner of the Office 3 Property disapproves of such preliminary plans, such Owner shall, within such thirty (30) day period, deliver to the Owner of the Office 4 Parking Parcel, such Owner's written objections to the preliminary plans which objections shall include a reasonably detailed description of what changes, if made, would cause such Owner to give its approval of the preliminary plans. The Owner of the Office 4 Parking Parcel shall, to the extent the Owner of the Office 4 Parking Parcel agrees with such Owner's requested changes, revise the preliminary plans and resubmit them to the Owner(s) of the Office 3 Property for its/their approval in accordance with the procedures set forth above in this subsection (iv). Upon the approval of such preliminary plans (such approved plans, the "**Plans**"), the Owner of the Office 4 Parking Parcel shall be responsible for obtaining all governmental permits and approvals for the construction of the Office 4 Parking Garage in accordance with the Plans. The Owner(s) of the Office 3 Property shall cooperate and, if necessary, join with the Owner of the Office 4 Parking Parcel in applications for permits, licenses, certificates of occupancy and other documents necessary to be filed with or obtained to comply with Governmental Restrictions. In the event the Owner of the Office 4 Parking Parcel is required to make changes to the Plans to obtain all governmental approvals, the Owner of the Office 4 Parking Parcel will submit such changes to the Owner(s) of the Office 3 Property for its/their approval in accordance with the procedures set for in this subsection (iv). Upon obtaining all governmental approvals, the Owner of the Office 4 Parking Parcel shall diligently and reasonably prosecute the construction of the Office 4 Parking Garage in a good, workmanlike, lien free (other than Mortgage liens on the Office 4 Property) manner and in accordance with the Plans.

(v) During the course of construction of the Office 4 Parking Garage, certain portions of the Office 3 Parking Garage will not be available, and such unavailability will not be a reason for the Owner(s) of the Office 3 Property to deny consent to the Plans; provided that (A) the Owner(s) of the Office 4 Property will, at its/their sole cost, provide substitute parking to the Owner(s) of the Office 3 Property and their Permittees during such period which satisfy the following requirements: (A) aggregate parking shall be provided at a ratio of six (6) stalls per 1,000 gross square feet of the premises leased under any lease for space on the Office 3 Property, (B) such substitute stalls shall be located within one-half mile of the Building(s) constructed on the Office 3 Office Property or within two (2) stops of the UTA Trax station located in The View at 72 business park, and (C) each Permittee shall be responsible for shuttling its employees to and from such alternative parking areas.

(vi) During the course of construction of the Office 4 Parking Garage, the Owner(s) of the Office 3 Property and its/their authorized agents, may enter and inspect the Office 4 Parking Parcel and each of the Office 3 Parking Garage and the Office 4 Parking Garage for the purpose of determining whether the work performed or being performed conforms with the Plans and this Declaration. The Owners of the Office 3 Property shall indemnify and hold the Owner of the Office 4 Parking Parcel harmless from and against all losses, claims, damages, judgments, costs and expenses (including attorneys' fees and court costs) which the Owner of the Office 4 Parking Parcel may incur arising out of the inspection. If, during construction, the Owner(s) of the Office 3 Property or its/their authorized agents shall reasonably determine that construction of the Parcel 4 Parking Garage is not proceeding in accordance with the Plans or this Declaration, the Owner(s) of the Office 3 Property shall give notice to the Owner of the Office 4 Parking Parcel specifying the particular deviation, deficiency or omission. The Owner of the Office 4 Parking Parcel shall forthwith take such steps as shall be necessary to verify such assertion. If the Owner of the Office 4 Parking Parcel does not agree that a deviation, deficiency or omission exists, it shall so notify the Owner(s) of the Office 3 Property. If the Owner(s) of the Office 3 Property and the Owner of the Office 4 Parking Parcel are not able to agree whether a deviation, deficiency or omission exists, such disagreement shall be submitted to and resolved by arbitration, which determination shall be final. The Owner of the Office 4 Parking Parcel shall promptly correct, or cause to be corrected, any deviation, deficiency or omission which is finally determined to exist.

(vii) Upon completion of the Office 4 Parking Garage, the Owner of the Office 4 Parking Parcel shall deliver such evidence as may be reasonably requested by the Owner(s) of the Office 3 Parking Parcel, showing such completion has been accomplished as required hereby, including, without limitation, (a) final as built survey of the Office 4 Parking Garage, (b) final certificate of occupancy for the Office 4 Parking Garage, and (c) lien waivers by all contractors, materialmen and suppliers performing work or supplying materials for the completion of the Office 4 Parking Garage.

(d) In connection with any right conferred, or any obligations, created hereunder or otherwise evidenced of record, each Owner hereby establishes and grants for the benefit of, and as appurtenances to, each other Parcel and for the benefit of the Owner of each of the other Parcels from time to time and their respective Permittees, irrevocable, non-exclusive easements over, across, upon and beneath Office 3 Parking Parcel and the Office 4 Parking Parcel, for the construction, operation, maintenance and repair of a parking garage as permitted

by this Section 5.7 depicted but only to the extent necessary to interconnect the Office 3 Parking Garage and the Office 4 Parking Garage on the terms set forth herein.

(e) Unless otherwise agreed by the Owners of the Property, all utilities in the Office 3 Parking Garage and the Parking 4 Parking Garage shall be separately metered to each owner of the Office 3 Parking Parcel and the Office 4 Parking Parcel. All parking and access thereto shall be controlled by the Parking Program established pursuant to Section 4.6 hereof.

(f) Upon completion of the Office 4 Parking Garage, and notwithstanding the provisions of Section 4.3(a) to the contrary, (i) the Owners and Permittees of the Office 4 Property shall only be permitted to park on the Office 4 Property, and (b) the Owners and Permittees of the Office 3 Property shall only be permitted to park on the Office 3 Property, except that the Owners and Permittees of the Office 3 Property shall also be entitled to use, on a non-exclusive basis, and at no additional cost, up to three hundred seventy (370) parking stalls in the Parking Areas on the Office 4 Property, which stalls shall be located in an area adjacent to the Office 3 Property.

## **Article 6 INSURANCE**

### **6.1 Liability Insurance.**

Each Owner will, during the term of this Declaration, except as otherwise expressly set forth herein, maintain, or cause to be maintained, at its sole expense, in full force and effect, with insurance companies authorized to do business in the State of Utah and having a rating by Best's Insurance Reports of not less than A-VII (or if Best's Insurance Reports is not available, with a comparable rating by another comparable insurance rating report), on all property within the Property owned or leased by such Owner and all Buildings and other improvements (including Common Area improvements) owned or leased by such Owner, a policy or policies of commercial general liability insurance with combined single limits of at least \$5,000,000 (which such limit will be increased on January 1, 2020, and on every tenth (10<sup>th</sup>) anniversary of such date (each an "**Adjustment Date**") throughout the duration of this Declaration, by the percentage increase in the Index (calculated by multiplying the then applicable insurance limit by a fraction, the numerator of which will be the Index for the month which is three months before the subject Adjustment Date and the denominator of which will be the Index for the month which is 63 months before such Adjustment Date)), in which all other Owners and any Mortgagee of the other Owners will be named as additional insureds, insuring against any and all liability arising out of the maintenance, use and occupancy of the Building(s) and other improvements including located on the property within the Property owned or leased by such Owner. Each Owner will also maintain special form insurance coverage on all Buildings and improvements (including Common Area improvements, except as set forth below) located upon that portion of the Property leased or owned by such Owner including loss or damage by fire and such other risks as are from time to time included in the special form insurance policies customarily issued in Utah in an amount not less than 100% of the full replacement cost of such Buildings and improvements. Such special form insurance policies will be maintained with good and solvent insurance companies authorized to do business in the State of Utah and having a rating by Best's Insurance Reports of not less than A-VII.

## 6.2 Certificates.

(a) Each Owner will, upon request thereof from any other Owner, furnish, or cause to be furnished, to the party making such request certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Article.

(b) To the extent that the same does not invalidate any insurance coverage obtained by an Owner, each Owner for itself and, to the extent it is legally possible for it to do so on behalf of its insurer and without affecting the coverage required to be maintained hereunder, hereby releases and waives any claim that it might have against any other Owner for Losses (defined below) which would be covered by any of the insurance required to be carried under this Article whether or not such insurance is actually being maintained. Said mutual waivers will be in addition to, and not in limitation or derogation of, any other waiver or release regarding any Losses to the said property of any Owner. No Owner shall be liable to any other Owner for such covered Losses, irrespective of any negligence on the part of such Owner which may have contributed to such Losses. The provisions of this Section are intended to restrict each Owner and each Permittee (to the extent permitted by law) to recover against insurance carriers to the extent of such coverage, and to waive fully, and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. Inasmuch as the said mutual waivers will preclude the assignment of any such claim by way of subrogation (or otherwise) to an insurance company (or any other Person) each Owner will give to each insurance company which has issued to it policies of special form insurance, written notice of the terms of said mutual waivers and shall, to the extent such insurance endorsement is available, obtain or cause to be obtained, for the benefit of the other Owners, a waiver of any right of subrogation which the insurer of such Owner might acquire against any other Owner by virtue of the payment of any loss covered by such insurance. In the event any Owner is by law, statute or governmental regulation unable to obtain a waiver of the right of subrogation for the benefit of each other Owner, then, during any period of time when such waiver is unobtainable, said Owner shall be deemed not to have released any subrogated claim of its insurance carrier against the other Owners, and during the same period of time each Owner shall be deemed not to have released the other Owner who has been unable to obtain such waiver from any claims they or their insurance carriers may assert which otherwise would have been released pursuant to this Section. In the event that any Owner is unable to obtain such waiver of the right of subrogation for the benefit of any other Owners, such Owner shall, within thirty (30) days of receiving notice of such inability, give each other Owner written notice of such inability. All such insurance maintained pursuant to this Article will provide that such insurance will not be canceled or amended without ten days' prior written notice to the other Owners.

(c) If any Owner fails to maintain any of the insurance required to be maintained by such Owner pursuant to this Declaration, then any other Owner will have the right to give the defaulting Owner written notice of such default specifying the particulars thereof. The Owner receiving such a notice will have a period of ten days in which to cure such default. If the defaulting Owner does not cure such default within the ten-day period, the Owner(s) giving the notice of default may do so and the curing Owner may then bill the defaulting Owner for the expense incurred, which amount will bear interest at the Default Rate. If the defaulting Owner does not pay the bill within ten days, then the Owner(s) may seek all remedies against the defaulting Owner available at law or in equity.

(d) Notwithstanding the foregoing to the contrary, until such time as an Owner of the Office 4 Property has commenced the construction of a Building on the Office 4 Property, as evidenced by the issuance of a building permit, the costs of all insurance required to be carried on the Office 4 Property by this Declaration, shall be paid by the Owner(s) of the Office 3 Property, which payment shall be made within thirty (30) days of written demand by the Owner(s) of the Office 4 Property.

### **6.3 Indemnification.**

Each Owner (“**Indemnitor**”) covenants and agrees to defend, protect, indemnify and hold harmless each other Owner (“**Indemnitee**”) from and against all claims, including any action or proceedings brought thereon, and all costs, losses, expenses and liability (including reasonable attorney’s fees actually incurred and cost of suit)(collectively, “**Losses**”) arising from or as a result of the negligent acts or omissions or willful misconduct of the Indemnitor or its contractors, agents or other authorized representatives in exercise of the easements or other rights granted by this Declaration or the negligence or willful misconduct by Indemnitor or its contractors, agents or other authorized representatives in the use of any such easements or rights, except to the extent such Losses (i) result from the negligence or willful act or omission of the Indemnitees or their contractors, agents or other authorized representatives, and/or (ii) are mutually released under Section 6.2, but only to the extent of such release, and/or (iii) are covered by the insurance required to be maintained under this Declaration and all rights of subrogation related thereto have been waived. The provisions of this Section shall survive the expiration or sooner termination of this Declaration with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

## **Article 7 MANAGEMENT**

The Common Areas shall be maintained by a single Owner or by a single separate property manager approved by the Owners and the terms of such management, including the allocation of costs between the Owners, shall be set forth in a written agreement among the Owners.

## **Article 8 CASUALTY**

### **8.1 Damage to Buildings and Other Improvements.**

If any Building or other improvement on a Parcel is damaged or destroyed by any casualty, the Owner upon whose Parcel such Building and/or improvement is/was located will promptly (a) repair and/or reconstruct such Building or improvement in accordance with the applicable provisions of this Declaration, or (b) remove the debris from the Parcel and keep the affected portions of the Parcel neat, orderly, and well maintained and covered, until subsequently improved or constructed upon.

## **8.2 Damage to Common Areas.**

Upon any damage or destruction to the portion of a Servient Estate which is subject to an easement granted hereunder then the Owner upon whose Parcel such damage or destruction occurred, at its sole cost and expense, will promptly after the occurrence of the event of damage or destruction, restore, repair or rebuild such damaged or destroyed Common Areas. Unless the work of restoration, repair, rebuilding or improvement is carried out pursuant to the original plans and specifications for the construction of the Common Areas, the plans or specifications for such work will be subject to the prior written approval of the Owners. Each affected Owner will use all due diligence to complete such restoration and repair of the Common Areas as expeditiously as possible so that the same may be available for use as part of the Property with as little delay and as little disruption as circumstances permit. Notwithstanding the foregoing to the contrary, until such time as an Owner of the Office 4 Property has commenced the construction of a Building on the Office 4 Property, as evidenced by the issuance of a building permit, the Owners of the Office 3 Property shall be responsible to restore the Common Areas on the Office 4 Property at its sole cost and expense following damage or destruction to such Common Areas, except to the extent such damage was caused by the negligence or willful misconduct of the Owners of the Office 4 Property or their Permittees, in which case, the Owners of the Office 3 Property shall be responsible to restore the Common Areas at the costs and expenses of the Owners of the Office 4 Property, which costs and expenses shall be reimbursed upon demand.

## **8.3 Damage to Parking Areas.**

Upon any damage or destruction to the portion of the Parking Areas on the Property, then the Owner upon whose Parcel such damage or destruction occurred, at its sole cost and expense, will promptly after the occurrence of the event of damage (a) repair and/or reconstruct such Parking Areas in accordance with the applicable provisions of this Declaration, or (b) so long as the Office 3 Property or Office 4 Property, as applicable, continue to meet the Required Parking Ratio, remove the debris from the Parcel and keep the affected portions of the Parcel neat, orderly, and well maintained and covered, until subsequently improved or constructed upon or destruction, restore, repair or rebuild such damaged or destroyed Parking Areas. Unless the work of restoration, repair, rebuilding or improvement is carried out pursuant to the original plans and specifications for the construction of such Parking Garage, the plans or specifications for such work will be subject to the prior written approval of the Required Consenting Owners, which shall not be unreasonably withheld, conditioned or delayed. Each affected Owner will use all due diligence to complete such restoration and repair of the Parking Areas as expeditiously as possible so that the same may be available for use as part of the Property with as little delay and as little disruption as circumstances permit.

## **Article 9 GENERAL PROVISIONS**

### **9.1 Injunctive Relief.**

Nothing herein shall limit a Required Consenting Owners' right to seek and obtain injunctive or other relief not involving payment of money damages, which right shall be in



addition to any and all other rights or remedies allowed under this Declaration or at law or in equity.

## **9.2 Successors and Assigns.**

This Declaration and the restrictions, easements, covenants, benefits and obligations created hereby will inure to the benefit of and be binding upon the Owners and their successors, transferees and assigns; provided, however, that, if any Owner transfers all of its interest in its Parcel, the transferee thereof will automatically be deemed to have assumed and agreed to be bound by the covenants and agreements herein contained, and the transferor will thereupon be released and discharged from any and all obligations under this Declaration accruing after the date of sale.

## **9.3 Runs With the Land**

Office 3 Owner and Office 4 Owner do hereby fix and establish the easements, covenants, conditions, and restrictions subject to which all of the Project, or any part thereof, will be improved, held, leased, sold and/or conveyed. It is the intent of this Declaration that each and all of the easements, covenants, conditions and restrictions set forth in this Declaration are for the mutual benefit of the Parcels (as hereinafter defined) and every portion of each thereof (except to the extent otherwise stated herein). Subject to Section 9.8 below, the covenants, conditions and restrictions contained in this Declaration will run with the land and be binding upon each of the parties to this Declaration (and upon all Persons claiming under them) and will apply to and bind the respective successors in interest to each of the Parcels and every portion of each thereof, for the benefit of each of the other Parcels and every portion of each thereof, unless Owners owning all of the Property otherwise elect in a writing recorded with the Salt Lake County Recorder. Each and all of the easements, covenants, conditions, restrictions, liens and charges set forth in this Declaration are imposed on each portion of and interest in each of the Parcels as mutual equitable servitudes in favor of each and all other portions of and interests in the Parcels (except to the extent otherwise stated herein).

## **9.4 No Dedication to Public.**

Nothing herein contained will be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Owners that this Declaration will be strictly limited to and for the purposes herein expressed.

## **9.5 No Cancellation.**

No breach of this Declaration will entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation will not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration.

## **9.6 Survival.**

If any clause, sentence or other portion of this Declaration will become illegal, null or void for any reason, or will be held by any court of competent jurisdiction to be so, the remaining portions hereof will remain in full force and effect.

**9.7 No Merger.**

The ownership of the entire Project by the same party will not affect the termination of this Declaration.

**9.8 Mortgagee Protection.**

Breach of any of the covenants or restrictions contained in this Declaration will not defeat or render invalid the lien of any Mortgage, but all such covenants and restrictions, subject to the proviso and other qualifications set forth below, shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise; provided, however, that any purchaser or acquirer at such foreclosure sale or in respect of a conveyance in lieu thereof shall only be liable for obligations as an Owner which accrue under this Declaration from and after the date of its acquisition of title. A Mortgagee (or any of its affiliates designated by a Mortgagee) which acquires title to a Parcel by foreclosure, deed in lieu of foreclosure, or otherwise, shall not be liable for any obligations that first accrue under this Declaration after such Mortgagee (or designee) transfers title to another Person. Nothing in this Section 9.8 shall be construed to limit or affect the continuing liability of the Owner of a Parcel for obligations and liabilities arising prior to the date the purchaser or Mortgagee acquires title to the Parcel by foreclosure, deed in lieu of foreclosure, or otherwise.

**9.9 Remedies.**

Any Owner may prosecute any proceedings at law or in equity against any Person violating or attempting to violate any of the agreements, covenants, conditions and restrictions herein, to prevent it from so doing and/or to recover damages from or on account of such violation. All costs and expenses of any such suit or proceedings, including attorneys' fees, as well as any judgment thereof, will be assessed against the losing party. All remedies set forth herein or otherwise available at law or equity will be cumulative.

**9.10 No Third-Party Beneficiary.**

Except for provisions in this Declaration which are for the benefit of Mortgagees or Permittees, no rights, privileges or immunities set forth herein will inure to the benefit of any customer, employee, guest, licensee or invitee of any Owner, tenant or occupant of any portion of the Property, nor will any customer, employee, guest, licensee or invitee of such Owner, tenant or occupant be deemed to be a third-party beneficiary of any of the provisions contained herein.

**9.11 Condemnation.**

In the event of condemnation (or sale under threat of condemnation) by any duly constituted authority for a public or quasi-public use of all or any part of the Property, that portion of the award attributable to the value of the interest in the Parcel so taken will be payable

to the Owner of such Parcel and no claim thereon will be made by any other Owner of any part of the Property; provided, however, that the other Owners may file collateral claims with the condemning authority over and above the value of the interest to be taken, provided no such collateral claim will reduce the award to the Owner of the condemned Parcel; provided further, however, that the Owner of any portion of the Property to be taken will, properly repair and restore the remaining portion of the Parcel owned by such Owner as nearly as practicable to its condition immediately prior to the condemnation without contribution from any other Owner.

#### **9.12 Captions.**

The captions heading the various Articles and Sections of this Declaration are for convenience and identification only, and will not be deemed to limit or define the contents of their respective sections.

#### **9.13 Assignment.**

Except as otherwise expressly set forth herein, no Owner will have the right to assign all or any portion of its rights, benefits, duties or obligations under this Declaration except in connection with a transfer or conveyance by such Owner of its interest in the Property (and any conveyance made by Mortgage or other security instrument as security for any obligation or indebtedness will not be deemed to be a transfer or conveyance within the meaning of the foregoing).

#### **9.14 Notices.**

(a) Any notice, demand, request or other communication required or permitted to be given by an Owner, occupant or tenant of the Project to another Owner, occupant or tenant hereunder will be in writing, signed by the party giving the notice, and will be given by delivering the same in person, by a recognized overnight courier service which maintains delivery records (such as Federal Express) or by depositing the same in the United States mail, registered or certified, return receipt requested, first class postage, and postage prepaid. All notices will be sent to the respective mailing addresses of the parties hereto at the following addresses, until such addresses are changed as hereinafter provided:

To Office Owner 3: Arbor Gardner Bingham Junction Office 3, L.C.  
201 South Main Street, Suite 2000  
Salt Lake City, Utah 84111  
Attn: President

With a copy to: Parr Brown Gee & Loveless  
101 South 200 East, Suite 700  
Salt Lake City, Utah 84111  
Attention: Lamont Richardson, Esq.

To Office Owner 4: Arbor Gardner Bingham Junction Office 3, L.C.  
201 South Main Street, Suite 2000  
Salt Lake City, Utah 84111

Attn: President

With a copy to: Parr Brown Gee & Loveless  
101 South 200 East, Suite 700  
Salt Lake City, Utah 84111  
Attention: Lamont Richardson, Esq.

(b) To any other Owner or its Mortgagee: At such address as such Owner or Mortgagee will designate in writing to the other Owner, or at such Owner's address in the Project if such Owner will fail to designate in writing another address to the other Owners.

(c) Any Owner may change its mailing address at any time by giving written notice of such change to the other Owners in the manner provided herein at least ten days prior to the date such change is effective. Personal service and service by recognized overnight courier service will be deemed to be complete upon receipt and service by mail will be deemed complete on deposit of said notice in the United States mail.

#### **9.15 Estoppel Certificates.**

Each Owner will deliver to any other Owner, without charge, within 15 days after request therefor, a written statement setting forth that, to the best of such Owner's knowledge, the requesting Owner is not in default in the performance of any of its obligations under this Declaration (or, if in default, setting forth the nature of such default) and such other information as is customarily required by purchasers and lenders.

#### **9.16 Subdivision.**

Each Owner will have the right to subdivide its Parcel. Upon such subdivision, each portion of such subdivided Parcel will be a separate Parcel, and each such separate parcel shall continue to be bound by the obligations of this Declaration.

#### **9.17 Jurisdiction.**

Any matter arising between the Owners will be governed by and determined in accordance with the laws of the State of Utah.

#### **9.18 Other Agreements.**

Nothing contained in this Declaration will be construed as a limitation on an Owner's right to enter into any supplemental agreement with the grantee or lessee of any Parcel (or portion thereof) on terms and conditions more or less favorable to such grantee or lessee or otherwise different than those contained herein.

#### **9.19 Non-Discrimination.**

There will be no discrimination against or segregation of any person, or group of persons on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land of the Parcels, nor

will the transferee of any interest in the Parcels or any person claiming under or through such transferee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land of the Parcels.

#### **9.20 Amendment.**

Any amendment, termination, or other modification to this Declaration, shall, except as otherwise expressly set forth herein, require the consent of each of the Required Consenting Owners and the Leasehold Owner.

#### **9.21 No Waiver of Governmental Rights and Obligations.**

No covenants, agreements, consents or approvals given by City under this Declaration shall constitute a consent or approval by City in its governmental capacity or a waiver by City of any of its rights or obligations in its governmental capacity.

#### **9.22 Rights Reserved under Lease Agreement and Expansion Option Agreement.**

Notwithstanding any term or provision set forth in this Declaration, Office 3 and Office 4 acknowledge and agree that in the event any of the covenants, conditions, restrictions, easements or other terms and conditions set forth in this Declaration conflict with the express terms and conditions set forth in that certain Lease Agreement, dated as of April 22, 2015, as amended by that certain First Amendment to Lease Agreement, dated September 22, 2015, by and between Office Three, as landlord, and CHG Healthcare Services, Inc., a Delaware corporation (“**CHG Healthcare**”), as tenant, and as evidenced by that certain Memorandum of Lease, dated as of October 16, 2015, and recorded in the office of the Recorder of Salt Lake County, Utah (the “Recorder”) on October 16, 2015, as Entry No. 12152770, in Book 10371, at Page 1086, as the same may be hereafter amended from time to time (the “**CHG Lease Agreement**”), or that certain Expansion Option Agreement, dated April 22, 2015, by and between Office Three and CHG Healthcare, and as evidenced by that certain Memorandum of Expansion Option Agreement, dated as of October 16, 2015, and recorded in the office of the Recorder on October 16, 2015, as Entry No. 12152773, in Book 10371, at Page 1139, as the same may be hereafter amended from time to time (the “**CHG Expansion Option Agreement**”), the terms and conditions of the CHG Lease Agreement and/or the CHG Expansion Option Agreement shall govern and control, including without limitation all rights and privileges of CHG Healthcare or another Owner pertaining or relating to its right to construct a Building, parking area or parking garage on the Office 4 Property upon its acquisition of the Office 4 Property, and further, nothing herein shall serve to diminish materially any right conferred or to materially alter any obligations set forth in the CHG Lease Agreement and/or the CHG Expansion Option Agreement.

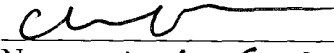
*Signatures, Acknowledgments, and Exhibits Follow*

IN WITNESS WHEREOF, Office 3 and Office 4 have executed this Declaration the day and year first above written.


OFFICE 3

**ARBOR GARDNER BINGHAM  
JUNCTION OFFICE 3 L.C.**, a Utah  
limited liability company

By: KC Gardner Company, L.C., a Utah  
limited liability company

By:   
Name: Charles Gardner  
Title: Manager

By: Arbor Commercial Real Estate L.L.C.,  
a Utah limited liability company

By:   
Name:  
Title: Manager

[SIGNATURES CONTINUE ON NEXT PAGE]

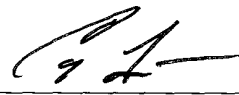
OFFICE 4

**ARBOR GARDNER BINGHAM  
JUNCTION OFFICE 4 L.C.**, a Utah  
limited liability company

By: KC Gardner Company, L.C., a Utah  
limited liability company

By:   
Name: *Christ G*  
Title: Manager

By: Arbor Commercial Real Estate L.L.C.,  
a Utah limited liability company

By:   
Name: *Cory Gust*  
Title: Manager

[SIGNATURES CONTINUE ON NEXT PAGE]

State of Utah )

County of Salt Lake )

On APRIL 20, 2016 before me, SOMIA C. PEREZ, a Notary Public, personally appeared CHRISTIAN GARDNER, who is a manager of KC Gardner Company, L.C., a Utah limited liability company, who is a manager of Arbor Gardner Bingham Junction Office 3, L.C., a Utah limited liability company, and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of UTAH that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



State of Utah )

County of Salt Lake )

On APRIL 20, 2016 before me, SOMIA C PEREZ, a Notary Public, personally appeared CORY GAST, who is a manager of Arbor Commercial Real Estate L.L.C., a Utah limited liability company, who is a manager of Arbor Gardner Bingham Junction Office 3, L.C., a Utah limited liability company, and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of UTAH that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)





State of Utah )

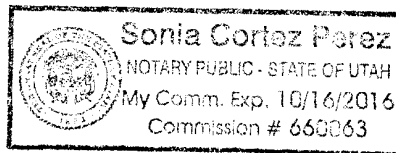
County of Salt Lake )

On APRIL 20, 2016 before me, SONIA C PEREZ, a Notary Public, personally appeared CHRISTIAN GARDNER, who is a manager of KC Gardner Company, L.C., a Utah limited liability company, who is a manager of Arbor Gardner Bingham Junction Office 4, L.C., a Utah limited liability company, and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of UTAH that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



State of Utah )

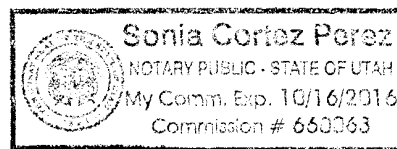
County of Salt Lake )

On APRIL 20, 2016 before me, SONIA C. PEREZ, a Notary Public, personally appeared CORN GYST, who is a manager of Arbor Commercial Real Estate L.L.C., a Utah limited liability company, who is a manager of Arbor Gardner Bingham Junction Office 4, L.C., a Utah limited liability company, and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of UTAH that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



**Exhibit A**

**Legal Description of Office 3 Property**

**Office 3 Office Parcel**

Lot 1 of the "View 72 Retail Subdivision 3<sup>rd</sup> Amended" recorded with the County Recorder for Salt Lake County, Utah on July 27, 2015 as Entry No. 12099886 in Book 2015P at Page 165.

**Office 3 Parking Parcel**

Lot 2 of the "View 72 Retail Subdivision 3<sup>rd</sup> Amended" recorded with the County Recorder for Salt Lake County, Utah on July 27, 2015 as Entry No. 12099886 in Book 2015P at Page 165.

Tax Parcel ID Number:

Lot 1: 21-26-276-010

Lot 2: 21-26-276-011

**Exhibit B**

**Legal Description of Office 4 Property**

**Office 4 Office Parcel**

Lot 4 of the "View 72 Retail Subdivision 3rd Amended" recorded with the County Recorder for Salt Lake County, Utah on July 27, 2015 as Entry No. 12099886 in Book 2015P at Page 165.

**Office 4 Parking Parcel**

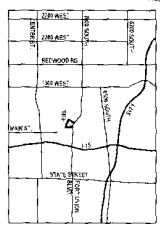
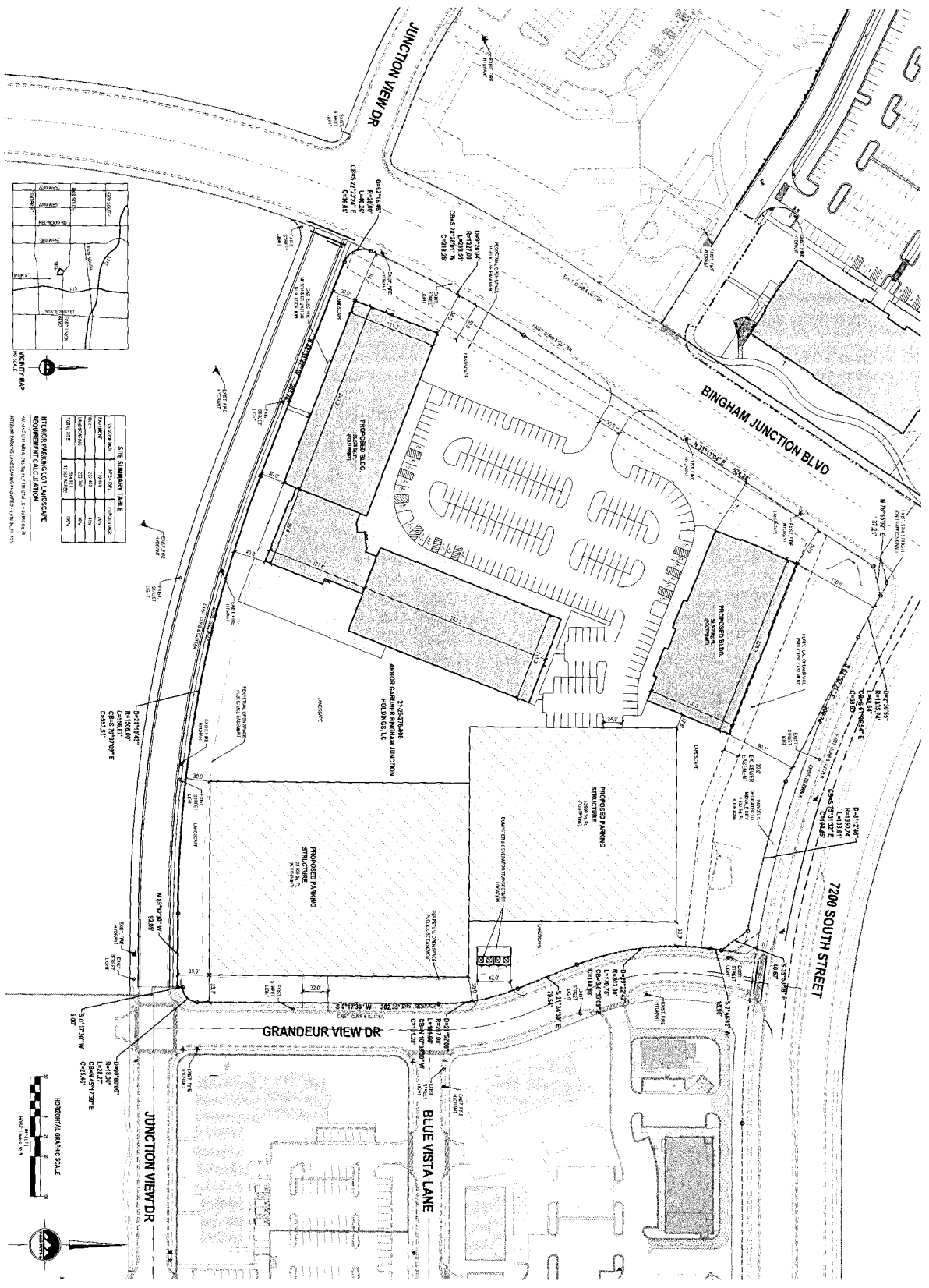
Lot 3 of the "View 72 Retail Subdivision 3rd Amended" recorded with the County Recorder for Salt Lake County, Utah on July 27, 2015 as Entry No. 12099886 in Book 2015P at Page 165.

Tax Parcel ID Numbers:

Lot 3: 21-26-276-009

Lot 4: 21-26-276-008

**Exhibit C**  
**Site Plan**  
**(see attached)**



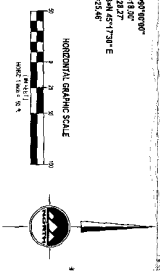
**SITE SUMMARY TABLE**

ITEM	DESCRIPTION	AMOUNT
TOTAL AREA	1,234,567 SQ. FT.	
EXISTING IMPROVEMENTS	123,456 SQ. FT.	
PROPOSED IMPROVEMENTS	111,111 SQ. FT.	
TOTAL IMPROVEMENTS	234,567 SQ. FT.	
PERCENTAGE IMPROVEMENTS	19.0%	

**UNIFORM PLANNING ACT LANDSCAPE REQUIREMENT CALCULATION**

MINIMUM PLANNING ACT LANDSCAPE REQUIREMENT: 1.0%

ACTUAL PLANNING ACT LANDSCAPE REQUIREMENT: 1.9%



**CHG OFFICE BUILDING**

7290 SOUTH BINGHAM JUNCTION BOULEVARD  
MIDVALE, UTAH

**ENSIGN**  
THE STANDARD ENGINEERS

541 T. LANE CITY  
SALT LAKE CITY, UT 84143  
PHONE: 313.243.8333  
FAX: 313.243.8333  
WWW.ENSIGNENGINEERS.COM

**TOOBE**  
1000 E. 1000 S.  
SALT LAKE CITY, UT 84143  
PHONE: 313.243.8333  
WWW.TOOBE.COM

**CEBARI CITY**  
1000 E. 1000 S.  
SALT LAKE CITY, UT 84143  
PHONE: 313.243.8333  
WWW.CEBARI.COM

**RICHFIELD**  
1000 E. 1000 S.  
SALT LAKE CITY, UT 84143  
PHONE: 313.243.8333  
WWW.RICHFIELD.COM

**COLONADO SPRINGS**  
1000 E. 1000 S.  
SALT LAKE CITY, UT 84143  
PHONE: 313.243.8333  
WWW.COLONADO.COM

**WWW.ENSIGNENGINEERS.COM**

**DATE:** 10/15/2010  
**PROJECT:** CHG OFFICE BUILDING  
**CLIENT:** CHG OFFICE BUILDING  
**SCALE:** AS SHOWN  
**BY:** J. W. HARRIS  
**CHECKED:** J. W. HARRIS  
**DATE:** 10/15/2010

**SITE PLAN**

**C-100**

**CONSENT AND SUBORDINATION OF LIENHOLDER**

Effective as of the 20th day of April, 2016, U.S. Bank National Association ("U.S. Bank"), as the holder of the liens encumbering the Parcels arising under the following document (including all amendments and/or modifications thereto):

Construction Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filings, dated October 16, 2015 and recorded October 16, 2015 as Entry 12152771 in Book 10371 at Page 1094 in the Official Records of Salt Lake County, Utah, as amended, restated, supplemented or other modified from time to time.

hereby consents to the recording of this Declaration and agrees that the liens evidenced by, and all other rights and interests of U.S Bank arising under, the foregoing documents shall be and are hereby subordinated to this Declaration.

**U.S. BANK NATIONAL ASSOCIATION**

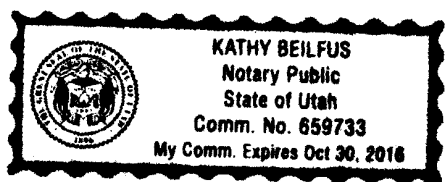
By: *[Signature]*

Name: Steve Strong

Title: Vice President

State of )  
   ) ss.  
 County of )

The foregoing instrument was acknowledged before me on April 21 2016, by *Steven Strong*, the U.P. of U.S. Bank National Association, by and on behalf of said national association.



*[Signature]*  
 Notary Public