

Agreement Page 1 of 5

Russell Shirts Washington County Recorder
07/29/2019 11:30:31 AM Fee \$40.00 By
DURHAM JONES & PINEGAR - ST. GEORGE

When recorded, return to:

Michael A. Day
Durham Jones & Pinegar, P.C.
192 East 200 North, Third Floor
St. George, Utah 84770

Tax Parcel No.: SG-5-2-22-112**DEED RESTRICTION AGREEMENT**

This Deed Restriction Agreement is entered into by White Hills, LC, a Utah limited liability company ("**White Hills**").

White Hills is the record owner of the following described real property located in Washington County, Utah and identified as Tax Parcel No. SG-5-2-22-112 (the "**Property**"):

See Exhibit A, attached.

Pursuant to that certain Ground Lease dated July 17, 2018, by and between White Hills, as Landlord, and Twin Towers, LLC, a Utah limited liability company ("**Twin Towers**"), as Tenant, sometimes referred to herein as the "**Ground Lease**", White Hills has leased a portion of the Property (the "**Ground Lease Property**") to Twin Towers for the construction and operation of a Tagg-N-Go Express Car Wash facility. The Ground Lease Property is described as follows:

See Exhibit B, attached.

That portion of the Property which is not a part of the Ground Lease Property is sometimes referred to herein as the "**Remainder Property**".

White Hills does hereby acknowledge, declare, and adopt the following covenants and restrictions to govern the Property:

STATEMENT OF INTENT: White Hills acknowledges and agrees that this Deed Restriction Agreement shall run with the Property and shall bind successors to the Property in perpetuity.

AMENDMENT or REVOCATION: Except as hereinafter provided, this Deed Restriction Agreement may not be amended or revoked, and any amendment or revocation shall be recorded in the records of Washington County, Utah, to become effective. No amendment or revocation shall be effective without the express, written Consent of the City of St. George ("**City**").

GROUND LEASE PROPERTY STORM DRAINAGE: Until such time as an alternative storm drainage plan, including the granting of a perpetual easement for storm drainage benefiting the Ground Lease Property, is approved by City, White Hills acknowledges and agrees that storm drainage originating on the Ground Lease Property and discharged according to the design(s) incorporated in the plans and specifications of

the Ground Lease Property, including those shown within the Ground Lease plat, shall drain from the Ground Lease Property onto the adjacent easterly/southeasterly portion of the Remainder Property consistent with the historic flow of storm drainage from the Ground Lease Property.

SUBSEQUENT TRANSFERS: Unless and until an alternative storm drainage plan is approved by City and an easement is granted as contemplated herein, White Hills acknowledges and agrees that any deed or other instrument conveying or transferring title to any portion of the Remainder Property shall include a deed reservation substantially similar to the following:

Conveyance under this instrument shall be subject to that certain Deed Restriction Agreement executed by White Hills, LC, on or about the _____ day of _____, 2019, and recorded in the records of Washington County, Utah as Entry No. _____, on the _____ day of _____, 2019.

CANCELLATION OF DEED RESTRICTION AGREEMENT: Upon recording of a perpetual easement for storm drainage benefitting the Ground Lease Property under terms acceptable to City, this Deed Restriction Agreement shall be deemed cancelled and of no further force and effect.

IN WITNESS WHEREOF, White Hills, LC, has executed this Deed Restriction Agreement this 29 day of July, 2019.

**White Hills, LC,
a Utah limited liability company:**

By: Jerry Sandberg
Name: Jerry Sandberg
Title: Manager

By: Doyle Sandberg
Name: Doyle Sandberg
Title: Manager

By: Scott Sandberg
Name: Scott Sandberg
Title: Manager

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 29th day of July, 2019, by Jerry Sandberg, Doyle Sandberg and Scott Sandberg, each a Manager of White Hills, LC.

Shanan Arslanian

NOTARY PUBLIC
Address: St. George, UT
My Commission Expires: 4-30-21

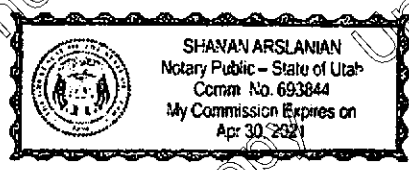


Exhibit A

Description of the Property

LAND LYING ELY 3050 EAST ST IN NW1/4 NE1/4 & SW1/4 NE1/4 SEC 22 T42S R15W. LESS: BEG N 89*41'06 E 640 FT ALG 1/4 SEC/L & N 0*52'17 W 290 FT FM CTR 1/4 COR SEC22 TH N 0*52'17 W 265.24 FT TO RAD CUR 25 FT RGT; TH 39.03 FT ALG ARC CUR TO PTTNGY; TH N 89*41'06 E 415.24 FT; TH S 0*52'17 W 290 FT; TH S 89*41'06 W 440 FT TO POB. LESS: LAND IN 660 NORTH ST. LESS: BEG N 0*52'17 W 283 FT ALG CTR/L 3050 EAST ST & N 89*41'06 E 40 FT FM CITY SUR MONT AT INTSEC 660 NORTH & 3050 EAST STS TH N 89*41'06 E 290 FT; TH S 0*52'17 E 250 FT TO PT ON N LN 660 NORTH ST; TH S 89*41'06 W ALG N LN 660 NORTH ST 260.29 FT TO PT OF 30 FT RAD CUR RGT; TH NWLY ALG ARC CUR 43.83 FT; TH N 0*52'17 W 220.29 FT TO POB. LESS: BEG S 89*02'40 E 1056.88 FT ALG SEC/L & S 0*57'20 W 40 FT FM N1/4 COR SEC 22 ALSO BEING ON S BDRY 40 FT WIDE EAST; TH S 89*02'40 E 75 FT ALG S LN EASE; TH S 0*57'20 W 50 FT; TH N 89*02'40 W 75 FT; TH N 0*57'20 E 50 FT TO POB. LESS: SELY 4.53 AC

Exhibit B

Description of Ground Lease Property

DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN; BEGINNING AT A POINT BEING ON THE EAST LINE OF 3050 EAST STREET (AN 80.00 FOOT WIDE PUBLIC STREET), SAID POINT BEING SOUTH 88°53'18" EAST 600.00 FEET ALONG THE SECTION LINE TO THE CENTERLINE OF SAID 3050 EAST STREET AND NORTH 00°33'14" EAST 895.59 FEET ALONG THE CENTERLINE OF SAID 3050 EAST STREET AND SOUTH 88°53'23" EAST 40.00 FEET FROM THE CENTER OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE NORTH 00°33'14" EAST 183.52 FEET; THENCE SOUTH 88°53'36" EAST 318.78 FEET; THENCE SOUTH 01°06'37" WEST 183.72 FEET; THENCE NORTH 88°53'23" WEST 317.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING: Any portion thereof which is dedicated to the public, including dedication to the City of St. George for a deceleration lane on 3050 East Street.