

Recording Requested By:  
First American Title  
National Commercial Services

12816126  
7/25/2018 10:14:00 AM \$54.00  
Book - 10696 Pg - 2263-2280  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 18 P.

WHEN RECORDED RETURN TO:

Pack & Rees, PLLC  
7373 N. Scottsdale Road, Suite B-210  
Scottsdale, Arizona 85253  
Attn: James H. Rees  
**NCS-809311-SD**

Tax Parcel 27-31-300-011-0000

SPACE ABOVE FOR RECORDER'S USE

SHORT FORM LEASE

THIS SHORT FORM LEASE (the "**Short Form Lease**") is entered into as of this 14 day of March, 2018, by and between RIVERTON CENTERCAL, LLC, a Delaware limited liability company ("**Landlord**"), and CHICK-FIL-A, INC., a Georgia corporation ("**Tenant**").

WITNESSETH:

A. Landlord and Tenant have entered into a Ground Lease dated December 14, 2017, as amended (collectively, the "**Lease**") and are filing this Short Form Lease to provide record notice of the Lease and the terms and conditions contained in the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Short Form Lease and in the Lease, Landlord and Tenant hereby agree as follows:

1. Demised Premises. Effective as of the Commencement Date, Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and conditions of this Lease, the parcel of land (the "**Land**") and all improvements on the Land, consisting of approximately forty-one thousand nine hundred twenty three (41,923) square feet located in Salt Lake County, Utah, described and depicted as Pad C-1 on Exhibit "A", together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land expressly including the rights established in Section 3 of this Lease (collectively, the "**Demised Premises**").

2. Rights Benefiting Land; Restrictions on Adjoining Property. The Land is an outparcel located in the retail development owned in part by Landlord adjoining the Land to be developed as Mountain View Village (the "**Shopping Center**") described on Exhibit "B" attached hereto and depicted on Exhibit "B-1" ("**Site Plan**"). The Shopping Center, less the Land, shall be referred to herein as the "**Adjoining Property**". All areas located on the Adjoining Property and which are not occupied by buildings and which are generally made available by Landlord for the common use and enjoyment of the tenants and occupants of the Land and the Adjoining Property are the "**Common Areas**."

(a) Landlord grants to Tenant, for the term of this Lease, the following rights over the Common Areas:

(i) General vehicular and pedestrian access and parking;

(ii) Specific vehicular and pedestrian access over the accessways which are crosshatched on Exhibit "B-1" (the "**Protected Drives**"), including, with respect to the "**Required Accessways**" (which are depicted on Exhibit "B-1") the right (but not the obligation)

to maintain, repair and replace the Protected Drives, subject to Tenant's self-help rights set forth in Section 6 hereinbelow;

(iii) The right to utilize the utility lines installed by Landlord and maintain, repair and replace only those portions of such lines between trunk line connection points and the Demised Premises if Landlord fails to perform such work provided such portions of lines exclusively serve the Demised Premises (subject to Tenant's self-help rights set forth in Section 6 hereinbelow) together with the right of storm and surface water drainage from the Land on the Adjoining Property;

(iv) A temporary construction access right over those portions of the Adjoining Property as reasonably required for Tenant's development of the Demised Premises and coordinated with and reasonably approved by Landlord; and

(v) Reasonable, coordinated access to the Shopping Center multi-tenant sign for installation and repairs of Tenant's panel in the event Tenant places a panel in any such sign pursuant to Section 5 hereof.

If Tenant acquires title to the Land at any time, the foregoing rights will be set forth in a separate agreement, in recordable form, to be delivered by Landlord (and its lender, if applicable) at the closing.

(b) Landlord agrees that the Adjoining Property is subject to the following restrictive covenants for the term of this Lease:

(i) No material changes will be made to the layout within the area shown as the "**No Change Area**" on Exhibit "B-1". For the purposes of illustration only, the following changes to the No Change Area will be considered material: relocation of any drive aisles, reduction in the number of parking spaces, erection of any buildings or other structures (excepting landscaping, hardscaping and customary Common Area amenities), or elimination of any curb cuts.

(ii) The Shopping Center shall maintain a minimum number of parking spaces to satisfy the minimum code requirements, but in no event less than 4 stalls per 1,000 square feet of leasable space. In addition, in the event that Landlord receives written notice from Tenant that the employees of the leased premises identified on the Site Plan as the "Harmon's Parcel" are utilizing the parking located within the Demised Premises, Landlord shall thereafter notify Harmon's of the violation and use reasonable efforts to discourage use of the same (but shall not be required to initiate legal proceedings).

(iii) No construction shall occur in the No Change Area unless building improvements are located within the Buildable Areas shown on Exhibit "B-1" and do not exceed a height of forty feet (40') (including embellishments) (it being agreed that such height limitation shall be reduced to 35' for that building shown on the Site Plan as PD-1 and PD-D1, and (c) staging of construction materials and equipment is not located on any portion of the Protected Drives.

(iv) No portion of the Shopping Center shall be operated as: (a) an "adult" oriented business such as an adult book store or adult video store (in each case excepting traditional book or video store operations (e.g., Barnes & Noble) which may carry such products as an incidental element of its primary business) or massage parlor (provided that such prohibition shall not exclude massage businesses that are not "adult" oriented, such as day spas and quality massage therapy service providers such as Massage Envy, Hand & Stone, LaVida Massage, Elements Therapeutic Massage, and equivalent businesses, nor any massage business or services associated with a health

club); (b) a funeral home; (c) a pawn shop; (d) a tattoo or piercing parlor; cocktail lounge, bar or tavern, as the same is defined by the City of Riverton zoning ordinance, the laws of the state of Utah, or other applicable laws, excluding any restaurant and/or any so-called brewpub or wine bar provided such business is not located within the area shown as the "**Restricted Zone**" on Exhibit "B-1" (it being agreed that the same shall be permitted within the Restricted Zone so long as "**Food Service**" is offered at such establishments (for purposes hereof, "Food Service" requires preparation of meals in an on-site kitchen); (e) manufacturing facilities, excluding any brewery (provided such brewery is located outside the Restricted Zone; provided, however, a "brewery" shall be permitted within the Restricted Zone so long as Food Service is offered at such establishments); (f) dance hall, billiard or pool hall, excluding any of the foregoing associated with a restaurant; (g) a theater of any kind unless such theater is located outside of the Restricted Zone; (h) bowling alley; (i) skating rink; (j) amusement park, carnival or circus; (k) casino, gaming room (excluding video games as a part of a restaurant), public meeting hall, place of instruction, sporting event or other sports facility such as a batting cage (excepting places of instruction and fitness-related uses, including health clubs provided such uses are located outside of the Restricted Zone and the Harmon's Parcel), auditorium or any other like place of public assembly; (l) a gym or fitness center unless located outside of the Restricted Zone and Harmon's Parcel; (m) mortuary or funeral parlor; (n) establishment selling cars or other motor vehicles (it being agreed that a Tesla (or similar) showroom with accompanying charging and test drive facilities shall be permitted outside of the Restricted Zone, irrespective of the language in this provision; provided that any such operator shall not store in excess of ten (10) cars on-site outside of its premises), motor vehicle maintenance or repair shop or greater than one (1) gas station provided such gas station is located on the Harmon's Parcel, or any establishment selling trailers; or (o) an operation for the sale of paraphernalia for use with illicit drugs or for the sale of medicinal marijuana.

(v) Landlord shall operate, repair, equip and maintain the Common Areas located solely on the Adjoining Property as Landlord determines, including (i) using the Common Areas for promotions, exhibits, displays, outdoor seating, food facilities and any other use which tends to attract customers to or benefits the Shopping Center; (ii) granting the right to conduct sales in the Common Areas; (iii) erecting, removing and leasing kiosks, planters, pools, sculptures, buildings and other improvements within the Common Areas; (iv) entering into, modifying and terminating easements and other agreements pertaining to the use and maintenance of the Shopping Center; (v) constructing, maintaining, operating, replacing and removing lighting, equipment, and Signs on all or any part of the Common Areas; (vi) providing security personnel or systems for the Shopping Center; (vii) restricting parking in the Shopping Center; (viii) discouraging non-customer parking; and (ix) temporarily closing all or any portion of the Shopping Center as necessary for special events, repairs or construction, or to prevent a dedication or accrual of any rights to any person or to the public. Notwithstanding the foregoing, (a) none of the uses described in (i), (ii), (iii) and (vii) of the immediately preceding sentence shall be permitted within the No Change Area or the Protected Drives during the term of this Lease, and (b) none of the uses described in (iv), (v), (vi), (viii) and (ix) of the immediately preceding sentence shall be permitted within the No Change Area or the Protected Drives during the term of this Lease unless required by applicable law or in connection with any Taking or casualty, required to perform Landlord's obligations hereunder, for temporary periods of time in connection with Landlord's maintenance, repair, construction, renovation or reconstruction of the Shopping Center expeditiously pursued, and/or to prevent a dedication or accrual of any rights to any person or to the public. In addition, while Tenant shall be responsible for the maintenance, repair and replacement of all Common Areas and amenities on the Demised Premises, Landlord agrees to cause the removal of snow from the same in conjunction with its removal from the Shopping Center.

(vi) Provided that Tenant is not in default hereunder beyond any applicable notice and cure period and that Tenant has not failed to operate for business in excess of the Dark Period (defined below), in the event that Landlord shall grant so-called "exclusive use" protection within the "**Exclusive Zone**" shown on Exhibit "B-1" (other than to a grocer, movie theater or health club, to whom Landlord may freely grant such any such protection without triggering any rights hereunder), pursuant to which the beneficiary of such provision is granted protection forbidding the leasing or occupancy within the Exclusive Zone by a third-party engaged in such beneficiary's primary business, then, Tenant shall immediately be granted the following Exclusive Use protection applicable to all tenants and occupants of the Exclusive Zone subsequent to the Effective Date:

“No portion of the Exclusive Zone will be leased, used or occupied by a business operating under any of the following trade names: Boston Market, Kentucky Fried Chicken, PDQ, Funky Chicken, Popeye's, Church's, Bojangle's, Mrs. Winner's, Chicken Out, Zaxby's, Ranch One, El Pollo Loco, Pollo Campero, Pollo Tropical, Charo Chicken, Raising Cane's, Chester's or Bush's Chicken.”

Landlord acknowledges that Tenant is relying on the restrictive covenants set forth in Section 3(b) in executing this Lease. The parties hereto specifically agree that if the foregoing is breached and the breach continues for 45 days, as its sole and exclusive remedies, Tenant will be entitled to pursue Judicial Relief (as defined below) and injunctive and any other appropriate relief, whether under the provisions of this Short Form Lease or otherwise. Tenant may, at its option and without waiver of any rights and remedies against Landlord, directly enforce the restrictive covenants in this Section 3 and Landlord will cooperate in good faith with Tenant to enforce the restrictive covenants in this Section 3 against other owners, tenants or occupants of the Adjoining Property. For purposes hereof, "Judicial Relief" shall mean Landlord attempting to obtain a temporary restraining order, preliminary injunction, or order resulting from an arbitration proceeding enjoining such act or omission; provided, however, Landlord shall not be required to appeal any adverse decision denying Judicial Relief. In addition, in lieu of Landlord pursuing Judicial Relief, Tenant may institute an action to obtain Judicial Relief against such tenant or occupant described in this paragraph.

Landlord agrees (i) that Landlord will not agree to any new, or amendment or modification of any existing, recorded document creating rights, easements and obligations benefitting (and burdening) the Land that will materially and adversely affect Tenant's rights under the Lease, including this Section 3, without Tenant's prior written approval, (ii) that Tenant is a third-party beneficiary of any such recorded documents, and (iii) on written notice from Tenant, to enforce the obligations of third parties governed by recorded documents referenced by subsection (i) above on Tenant's behalf if deemed reasonably necessary by Tenant to permit Tenant's use and enjoyment of the Demised Premises as created in this Lease; provided, however, upon Tenant's reasonable approval, in lieu of enforcing the obligations, Landlord may assign such rights to Tenant and thereafter reasonably assist Tenant's efforts.

3. Term. The term of the Lease will terminate on the last day of the month which is fifteen (15) years after the Rent Commencement Date (as that term is defined in the Lease) unless sooner terminated or extended as provided in the Lease. Tenant has the right to extend the term of the Lease for five (5) consecutive periods of five (5) years each pursuant to the terms of the Lease. Upon request, each of Landlord and Tenant agrees to promptly execute and deliver an amendment to this Short Form Lease in recordable form acknowledging the actual date of the Commencement Date and the Rent Commencement Date.

4. Common Areas. Landlord will maintain, repair, replace and insure the Common Areas and illuminate the parking areas with security lighting from dusk until dawn seven (7) days a week (excluding only Thanksgiving day and Christmas day) during the term of this Lease in accordance with industry standards for comparable shopping centers in Salt Lake County. If Landlord fails to maintain the Protected Drives or Common Areas located in the No Change Area in the condition required above, Tenant shall be entitled to invoke the provisions of Section 6 hereof. Landlord will obtain and keep in force commercial general liability insurance covering all Common Areas within the Adjoining Property with a good and solvent insurance company or companies licensed to do business in the state in which the Adjoining Property is located with limits of at least Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the aggregate for bodily injury and property damage. Landlord agrees to deliver certificates of such insurance on a standard ACORD form to Tenant upon written request by Tenant no more than once per year. Additionally, at no cost to Tenant, Landlord agrees to maintain or cause to be maintained, "all-risk" property insurance for the Common Areas in amounts customarily carried by prudent landlords for similar commercial retail developments.

5. Signage. Tenant is entitled to place a panel in a multi-tenant sign constructed by Landlord in the location reasonably agreed to by the parties in the event Tenant is denied approval for the Tenant's exclusive monument sign.

6. Self-help. In the event of a Landlord default regarding a maintenance obligation within the No Change Area, following a second notice specifically stating in bold, capital letters that Tenant intends to exercise self-help if Landlord does not commence such maintenance obligation within 10 additional days, Tenant will have the specific right, but not the obligation, to perform the obligations on Landlord's behalf, and at Landlord's expense, after the expiration of the second required notice and cure period.

7. Incorporation of Lease. The provisions of the Lease are incorporated into this Short Form Lease as if set out in full. In the event of any conflict or inconsistency between the terms of this Short Form Lease and the terms of the Lease, the terms of the Lease will govern and control for all purposes.

8. Defined Terms. All capitalized terms and words of art which are used but not defined in this Short Form Lease will have the same respective meaning designated for such terms and words of art in the Lease. In the event that the Landlord under the Lease no longer owns all or particular portions of the Adjoining Property, the obligations of Landlord with respect to such parcel(s) shall extend to the new owner and the usage of the defined term Landlord herein shall apply to such owner.

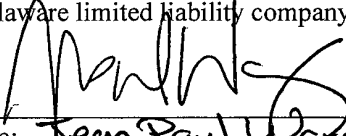
9. Cancellation of Short Form Lease. On the request of Landlord following the expiration or termination of the Lease, Tenant will promptly execute and deliver an appropriate release and/or cancellation instrument in recordable form acknowledging the expiration or termination of the Lease and releasing any and all right, title and interest of Tenant in and to the Demised Premises under the Lease.

10. Binding Effect. All provisions of this Short Form Lease shall create mutual benefits and servitudes running with the land. This Short Form Lease shall bind and inure to the benefit of Landlord and Tenant, their respective heirs, representatives, successors, assigns and occupants and any conveyance of title to all or any part of a parcel within the Shopping Center shall be subject to the provisions of the Short Form Lease, and any transferee of any interest in all or any part of a parcel within the Shopping Center (including a leasehold interest) shall automatically be deemed, by acceptance of such interest, to have agreed to be bound by all of the applicable provisions of this Short Form Lease, subject to the express terms hereof.

Landlord and Tenant have caused this Short Form Lease to be executed on the day, month and year set out above.

**"LANDLORD"**

RIVERTON CENTERCAL, LLC,  
a Delaware limited liability company

By:   
Name: Jean Paul Wardy  
Title: President

**"TENANT"**

CHICK-FIL-A, INC., a Georgia corporation

By: \_\_\_\_\_  
Name: **SIGNED IN COUNTERPART**  
Title: \_\_\_\_\_

Landlord and Tenant have caused this Short Form Lease to be executed on the day, month and year set out above.

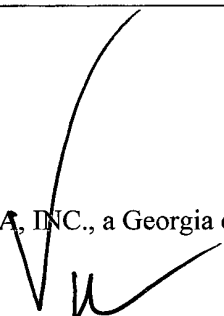
**"LANDLORD"**

RIVERTON CENTERCAL, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_ **SIGNED IN COUNTERPART** \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"TENANT"**

CHICK-FIL-A, INC., a Georgia corporation

By: \_\_\_\_\_  \_\_\_\_\_  
Name: \_\_\_\_\_ **Vance Burgess** \_\_\_\_\_  
Title: \_\_\_\_\_ **Sr. Director** \_\_\_\_\_

**A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.**

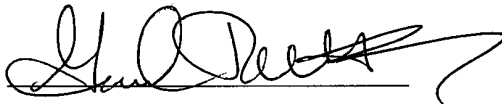
State of California )  
County of Los Angeles ) SS.

On March 15 2018 before me, Gabriel Roberts, a notary public, personally appeared, Sean Paul Waukey, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

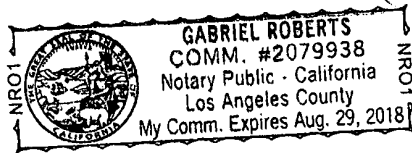
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





State of       GEORGIA     )  
                                  )  
County of     FULTON     )       SS.

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Vance Burgess, known to me to be the Senior Director of Chick-fil-A, Inc., the corporation which executed the foregoing instrument, who acknowledged that he/she did sign and seal the foregoing instrument for and on behalf of said corporation being thereunto duly authorized by its Board of Directors, that the same is his/her free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Atlanta, Georgia this 14<sup>th</sup> day of March, 2018.

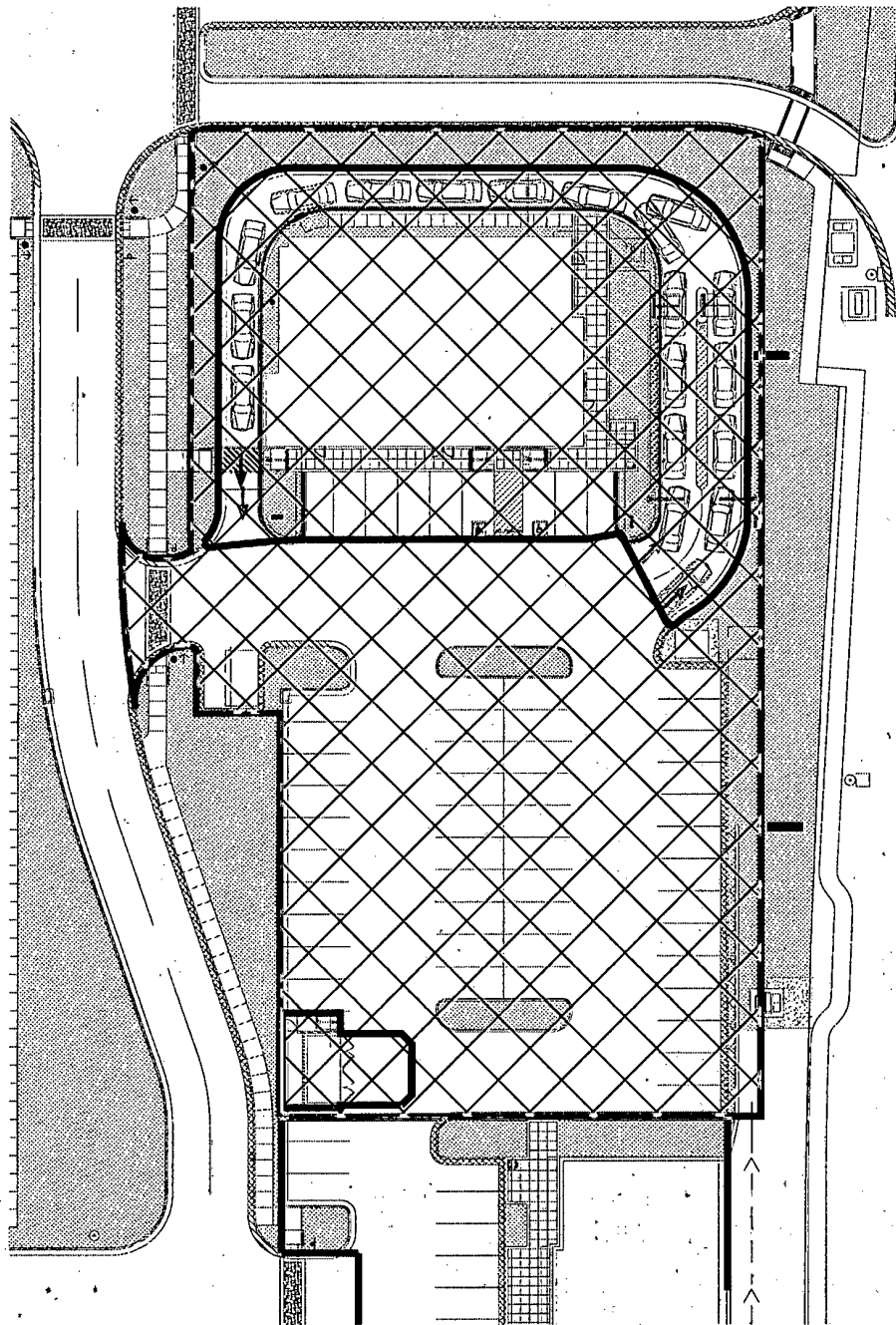


Renee Hastings  
Notary Public

LEGEND

- TENANT CONSTRUCTION LIMIT LINE
- TENANT PARCEL / LEASE LINE
- ▨ TENANT MAINTAINED AREA

EXHIBIT A  
(Page 1 of 2)



CHICK-FIL-A  
SITE EXHIBIT  
13 March 2018

SCALE: NOT TO SCALE



DISCLAIMER: EXCEPT AS EXPRESSLY SET FORTH IN THE LEASE, ALL INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND IS SUBJECT TO CHANGE. EXCEPT AS EXPRESSLY SET FORTH IN THE LEASE, NO REPRESENTATION, WARRANTY, OR GUARANTEE IS MADE BY THE OWNER OF THE PROJECT OR ANY OTHER RESPECTIVE PARTNER OR AGENT.

RIVERTON  
RIVERTON, UTAH



**EXHIBIT A**  
**(Page 2 of 2)**

**Legal Description**

Beginning at a point being South 89°34'03" East, along the Section Line, 939.26 feet and North 00°25'57" East 104.22 feet from the Southwest Corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 00°29'56" East 134.46 feet; thence South 89°30'04" East 113.00 feet; thence North 00°29'56" East 23.35 feet; thence South 89°30'04" East 17.00 feet; thence northeasterly 3.14 feet along the arc of a 2.00 foot radius curve to the left, through a central angle of 90°03'49", (chord bears North 45°29'56" East 2.83 feet); thence northwesterly 26.62 feet along the arc of a 15.00 foot radius curve to the left, through a central angle of 101°40'14", (chord bears North 49°18'30" West 23.26 feet); thence northeasterly 41.80 feet along the arc of a 225.00 foot radius curve to the right, through a central angle of 10°38'39", (chord bears North 85°10'37" East 41.74 feet); thence South 89°30'04" East 11.21 feet; thence southwesterly 15.71 feet along the arc of a 10.00 foot radius curve to the left, through a central angle of 90°00'00", (chord bears South 45°29'56" West 14.14 feet); thence South 00°29'56" West 2.00 feet; thence southeasterly 7.51 feet along the arc of a 15.00 foot radius curve to the left, through a central angle of 28°40'44", (chord bears South 13°50'39" East 7.43 feet); thence South 89°30'06" East 117.79 feet; thence southeasterly 5.85 feet along the arc of a 25.00 foot radius curve to the right, through a central angle of 13°24'54", (chord bears South 06°12'35" East 5.84 feet); thence South 00°29'56" West 138.35 feet; thence southwesterly 15.60 feet along the arc of a 50.00 foot radius curve to the right, through a central angle of 17°52'48", (chord bears South 09°26'12" West 15.54 feet); thence North 89°30'04" West 274.90 feet to the Point of Beginning.

Contains 41,923 Sq. Ft. (0.962 Ac.) more or less.

**EXHIBIT B**  
**Description of Adjoining Property**

A PARCEL OF LAND SITUATED IN THE SOUTH HALF OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°17'37" EAST ALONG THE SECTION LINE, 2650.64 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, AND THE SOUTHERLY BOUNDARY LINE OF WESTERN SPRINGS SUBDIVISION PHASE 1 RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE SOUTH 89°31'10" EAST ALONG SAID SECTION LINE AND SAID SOUTHERLY BOUNDARY LINE, 164.00 FEET; THENCE SOUTH 89°31'10" EAST ALONG THE SECTION LINE, 2492.97 FEET TO THE CENTER OF SAID SECTION 31; THENCE SOUTH 89°31'10" EAST ALONG THE SECTION LINE, 474.95 FEET TO THE WESTERLY LINE OF THE PROVO RESERVOIR CANAL (ALSO KNOWN AS THE WELBY CANAL); THENCE THE FOLLOWING THREE COURSES ALONG SAID WESTERLY LINE: SOUTH 00°40'00" EAST 1537.49 FEET, AND SOUTH 25°40'00" EAST 292.15 FEET, AND SOUTH 11°55'00" EAST 853.36 FEET TO THE SECTION LINE; THENCE NORTH 89°48'47" WEST ALONG THE SECTION LINE 809.84 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE NORTH 89°48'45" WEST ALONG THE SECTION LINE, 2656.20 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION OF PROPERTY CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY THAT CERTAIN QUIT CLAIM DEED RECORDED MAY 11, 2010 AS ENTRY NO. 10950323 IN BOOK 9824 AT PAGE 7738 OF OFFICIAL RECORDS, BEING A PARCEL OF LAND IN FEE FOR A HIGHWAY KNOWN AS PROJECT NO. MP-0182(6), BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE NORTHWEST QUARTER OF SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER, OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, AND THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 2 WEST SALT LAKE BASE AND MERIDIAN AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 31; AND RUNNING THENCE NORTH 0°17'37" EAST 33.00 FEET ALONG THE WESTERLY LINE OF SAID SECTION; THENCE NORTH 89°53'56" WEST 662.82 FEET TO A WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 0°15'02" EAST 41.46 FEET ALONG SAID WESTERLY BOUNDARY LINE TO A POINT 68.68 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE 13400 SOUTH STREET RIGHT OF WAY CONTROL LINE OPPOSITE ENGINEER STATION 11+53.87; THENCE NORTH 85°01'31" EAST 625.23 FEET; THENCE NORTH 89°38'37" EAST 36.36 FEET; THENCE NORTH 1°00'46" WEST 237.39 FEET; THENCE NORTH 5°57'52" EAST 462.98 FEET; THENCE NORTH 3°25'46" WEST 561.13 FEET TO A POINT ON THE WESTERLY SECTION LINE OF SAID SECTION; THENCE NORTH 0°17'37" EAST 418.20 FEET ALONG SAID LINE, TO A POINT 196.64 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE MOUNTAIN VIEW CORRIDOR RIGHT OF WAY CONTROL LINE, OPPOSITE APPROXIMATE ENGINEER STATION 1097+45.64; THENCE NORTH 0°17'37" EAST 844.40 FEET ALONG THE WESTERLY SECTION LINE TO THE WEST QUARTER CORNER OF SAID SECTION 31; THENCE SOUTH 89°31'10" EAST 214.56 FEET ALONG THE QUARTER SECTION LINE, WHICH LINE IS THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 166.01 FEET RADIALLY DISTANT EASTERLY FROM SAID CONTROL LINE OPPOSITE APPROXIMATE ENGINEER STATION 1105+41.91; THENCE SOUTH 13°52'13" EAST 797.10 FEET; THENCE SOUTH 21°41'43" EAST 321.97 FEET; THENCE SOUTH 3°48'01" EAST 588.90 FEET; THENCE SOUTH 11°47'26" WEST 238.89 FEET; THENCE SOUTH 2°16'04" WEST 619.80 FEET TO A POINT 245.15 FEET RADIALLY DISTANT EASTERLY FROM SAID CONTROL LINE OPPOSITE APPROXIMATE ENGINEER STATION 1080+42.25; THENCE SOUTH 89°55'32" EAST 30.84 FEET; THENCE

SOUTH 78°39'45" EAST 230.08 FEET; THENCE SOUTH 89°55'04" EAST 90.78 FEET; THENCE SOUTH 89°26'15" EAST 69.14 FEET; THENCE SOUTH 88°28'05" EAST 68.71 FEET; THENCE SOUTH 87°26'08" EAST 78.08 FEET; THENCE SOUTH 86°20'14" EAST 78.08 FEET; THENCE NORTH 4°45'17" EAST 6.45 FEET; THENCE SOUTH 5°14'43" EAST 58.96 FEET; THENCE SOUTH 4°45'17" WEST 6.45 FEET; THENCE SOUTH 84°56'44" EAST 105.88 FEET; THENCE SOUTH 86°29'14" EAST 105.88 FEET; THENCE SOUTH 87°16'17" EAST 52.05 FEET; THENCE SOUTH 89°48'43" EAST 55.73 FEET TO A POINT 63.14 FEET RADIALLY DISTANT NORTHERLY FROM THE SAID 13400 SOUTH STREET RIGHT OF WAY CONTROL LINE OPPOSITE ENGINEER STATION 33+35.38; THENCE SOUTH 89°55'00" EAST 73.23 FEET; THENCE SOUTH 0°01'46" EAST 60.36 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT, WHICH LINE IS ALSO THE SOUTHERLY LINE OF SAID SECTION 31; THENCE NORTH 89°48'46" WEST 1595.78 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

(NOTE: ROTATE ALL BEARINGS IN THE ABOVE DESCRIPTION 0°14'49" CLOCKWISE TO MATCH THE ABOVE SAID RIGHT OF WAY CONTROL LINE)

ALSO, LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY, BEING SALT LAKE COUNTY TAX PARCEL NO. 27-31-300-009-0000 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING NORTH 0°17'37" EAST 464.62 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 790.43 FEET, MORE OR LESS; THENCE SOUTH 89°28'25" EAST 8.91 FEET, MORE OR LESS; THENCE SOUTH 3°25'46" EAST 429.49 FEET; THENCE SOUTH 5°57'52" WEST 365.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO, LESS AND EXCEPTING THAT PORTION OF PROPERTY CONVEYED TO RIVERTON CITY, A UTAH MUNICIPAL CORPORATION BY THAT CERTAIN SPECIAL WARRANTY DEED RECORDED OCTOBER 08, 2010 AS ENTRY NO. 11049402 IN BOOK 9867 AT PAGE 1249 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN SALT LAKE COUNTY, STATE OF UTAH, IN FEE FOR THE WIDENING OF THE EXISTING ROADWAY OF 13400 SOUTH STREET, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, THE BASIS OF BEARINGS BEING NORTH 89°48'32" WEST FROM THE SOUTHEAST CORNER TO THE SOUTH QUARTER CORNER OF SAID SECTION 31, THE BOUNDARIES OF SAID PARCEL OF LAND ARE AS FOLLOWS:

BEGINNING AT A POINT 33.00 FEET NORTH 00°18'30" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31; AND CONTINUING THENCE NORTH 00°18'30" EAST 24.00 FEET; THENCE SOUTH 89°48'32" EAST 799.29 FEET TO THE WEST BOUNDARY LINE OF THE PROVO RESERVOIR CANAL; THENCE ALONG SAID WEST LINE SOUTH 12°03'50" EAST 24.56 FEET; THENCE NORTH 89°48'32" WEST 804.55 FEET TO THE POINT OF BEGINNING.

ALSO, LESS AND EXCEPTING THAT PORTION OF PROPERTY CONVEYED TO RIVERTON CITY, A UTAH MUNICIPAL CORPORATION BY THAT CERTAIN SPECIAL WARRANTY DEED RECORDED OCTOBER 08, 2010 AS ENTRY NO. 11049402 IN BOOK 9867 AT PAGE 1249 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN SALT LAKE COUNTY, STATE OF UTAH, IN FEE FOR THE WIDENING OF THE EXISTING ROADWAY OF 13400 SOUTH STREET, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN. THE BASIS OF BEARINGS BEING NORTH 89°48'47" WEST FROM THE SOUTH QUARTER CORNER TO THE SOUTHWEST CORNER OF SAID SECTION 31, THE BOUNDARIES OF SAID PARCEL OF LAND ARE AS FOLLOWS:

BEGINNING AT A POINT 33.00 FEET NORTH 00°18'30" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31; AND RUNNING THENCE NORTH 89°48'47" WEST 1869.34 FEET; THENCE NORTH 00°18'30" EAST 24.00 FEET; THENCE SOUTH 89°48'47" EAST 1869.35 FEET; THENCE SOUTH 00°18'30" WEST 24.00 FEET TO THE POINT OF BEGINNING.

ALSO, LESS AND EXCEPTING THAT PORTION OF PROPERTY CONVEYED TO RIVERTON CITY, UTAH, A MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF UTAH BY THAT CERTAIN QUIT CLAIM DEED RECORDED MARCH 19, 2012 AS ENTRY NO. 11352724 IN BOOK 10000 AT PAGE 4080 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING ROADWAY 13400 SOUTH STREET, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTH 1/2 OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING ON THE EXISTING NORTHERLY RIGHT OF WAY LINE OF 13400 SOUTH STREET, AT A POINT WHICH IS 1,295.28 FEET SOUTH 89°48'45" EAST ALONG THE SECTION LINE AND 69.85 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID SECTION 31; AND RUNNING THENCE EASTERLY 141.24 FEET ALONG THE ARC OF A 5,861.83 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 89°07'11" EAST 141.24 FEET); THENCE SOUTH 89°48'36" EAST 348.39 FEET; THENCE NORTH 44°52'27" EAST 56.85 FEET; THENCE NORTH 00°26'29" WEST 39.61 FEET; THENCE NORTH 89°33'31" EAST 102.00 FEET; THENCE SOUTH 00°26'29" EAST 35.07 FEET; THENCE SOUTH 44°22'24" EAST 55.55 FEET; THENCE SOUTH 89°48'36" EAST 244.87 FEET; THENCE SOUTH 85°59'45" EAST 97.72 FEET; THENCE SOUTH 89°48'36" EAST 325.00 FEET; THENCE SOUTH 88°32'13" EAST 500.73 FEET TO SAID EXISTING NORTHERLY RIGHT OF WAY LINE; THENCE ALONG SAID EXISTING NORTHERLY RIGHT OF WAY THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE NORTH 89°48'38" WEST 1,537.98 FEET; (2) THENCE NORTH 00°01'45" WEST 3.35 FEET; (3) THENCE NORTH 89°54'59" WEST 73.23 FEET; (4) THENCE NORTH 89°48'42" WEST 55.73 FEET; (5) THENCE NORTH 87°16'16" WEST 52.05 FEET; (6) THENCE NORTH 86°29'13" WEST 105.88 FEE; (7) THENCE NORTH 84°56'43" WEST 13.89 FEET TO THE POINT OF BEGINNING.

(NOTE: ROTATE ABOVE BEARINGS 0°14'49" CLOCKWISE TO EQUAL HIGHWAY BEARINGS).

ALSO, LESS AND EXCEPTING THAT PORTION OF PROPERTY CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY THAT CERTAIN QUIT CLAIM DEED RECORDED JULY 15, 2014 AS ENTRY NO. 11881250 IN BOOK 10245 AT PAGE 5268 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS A PARCEL OF LAND, IN FEE FOR A HIGHWAY KNOWN AS PROJECT NO. MP-0182(6), BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE NW1/4SW1/4, AND THE SW1/4 SW1/4 OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, S.L.B. & M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING IN A NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT AT A POINT 214.56 FEET SOUTH 89°31'10" EAST ALONG THE QUARTER SECTION LINE FROM THE WEST QUARTER CORNER OF SAID SECTION 31, WHICH POINT IS 166.01 FEET RADIALLY DISTANT EASTERLY FROM THE MOUNTAIN VIEW CORRIDOR RIGHT OF WAY CONTROL LINE OPPOSITE APPROXIMATE ENGINEER STATION 1105+41.91; AND RUNNING THENCE SOUTH 89°31'10" EAST 20.64 FEET CONTINUING ALONG SAID LINE; THENCE SOUTH 13°52'13" EAST 790.62 FEET; THENCE SOUTH 21°41'43" EAST 291.21 FEET; THENCE SOUTH 3°48'01" EAST 328.47 FEET; THENCE SOUTH 5°21'59" EAST 269.61 FEET; THENCE SOUTH 11°47'26" WEST 266.84 FEET; THENCE SOUTH 2°16'04" WEST 553.12 FEET; THENCE SOUTH 15°34'22" EAST 67.94 FEET; THENCE NORTH 89°55'32" WEST 30.84 FEET TO A POINT WHICH IS 245.15 FEET, RADIALLY DISTANT EASTERLY FROM SAID CONTROL LINE OPPOSITE APPROXIMATE ENGINEER STATION 1080+42.25; THENCE NORTH 2°16'04" EAST 619.80 FEET; THENCE NORTH 11°47'26" EAST 238.89 FEET; THENCE NORTH 3°48'01" WEST 588.90 FEET; THENCE NORTH 21°41'43" WEST 321.97 FEET; THENCE NORTH 13°52'13" WEST 797.10 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

(NOTE: ROTATE ALL BEARINGS IN THE ABOVE DESCRIPTION 0°14'49" CLOCKWISE TO MATCH THE ABOVE SAID RIGHT OF WAY CONTROL LINE)

ALSO LESS AND EXCEPTING THE HISTORICAL BOUNDARY OF 13400 SOUTH STREET.

AND EXCEPTING THE FOLLOWING:

A parcel of land situate in the Southwest Quarter of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point being South 89°34'03" East, along the Section Line, 939.26 feet and North 00°25'57" East 104.22 feet from the Southwest Corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 00°29'56" East 134.46 feet; thence South 89°30'04" East 113.00 feet; thence North 00°29'56" East 23.35 feet; thence South 89°30'04" East 17.00 feet; thence northeasterly 3.14 feet along the arc of a 2.00 foot radius curve to the left, through a central angle of 90°03'49", (chord bears North 45°29'56" East 2.83 feet); thence northwesterly 26.62 feet along the arc of a 15.00 foot radius curve to the left, through a central angle of 101°40'14", (chord bears North 49°18'30" West 23.26 feet); thence northeasterly 41.80 feet along the arc of a 225.00 foot radius curve to the right, through a central angle of 10°38'39", (chord bears North 85°10'37" East 41.74 feet); thence South 89°30'04" East 11.21 feet; thence southwesterly 15.71 feet along the arc of a 10.00 foot radius curve to the left, through a central angle of 90°00'00", (chord bears South 45°29'56" West 14.14 feet); thence South 00°29'56" West 2.00 feet; thence southeasterly 7.51 feet along the arc of a 15.00 foot radius curve to the left, through a central angle of 28°40'44", (chord bears South 13°50'39" East 7.43 feet); thence South 89°30'06" East 117.79 feet; thence southeasterly 5.85 feet along the arc of a 25.00 foot radius curve to the right, through a central angle of 13°24'54", (chord bears South 06°12'35" East 5.84 feet); thence South 00°29'56" West 138.35 feet; thence southwesterly 15.60 feet along the arc of a 50.00 foot radius curve to the right, through a central angle of 17°52'48", (chord bears South 09°26'12" West 15.54 feet); thence North 89°30'04" West 274.90 feet to the Point of Beginning.

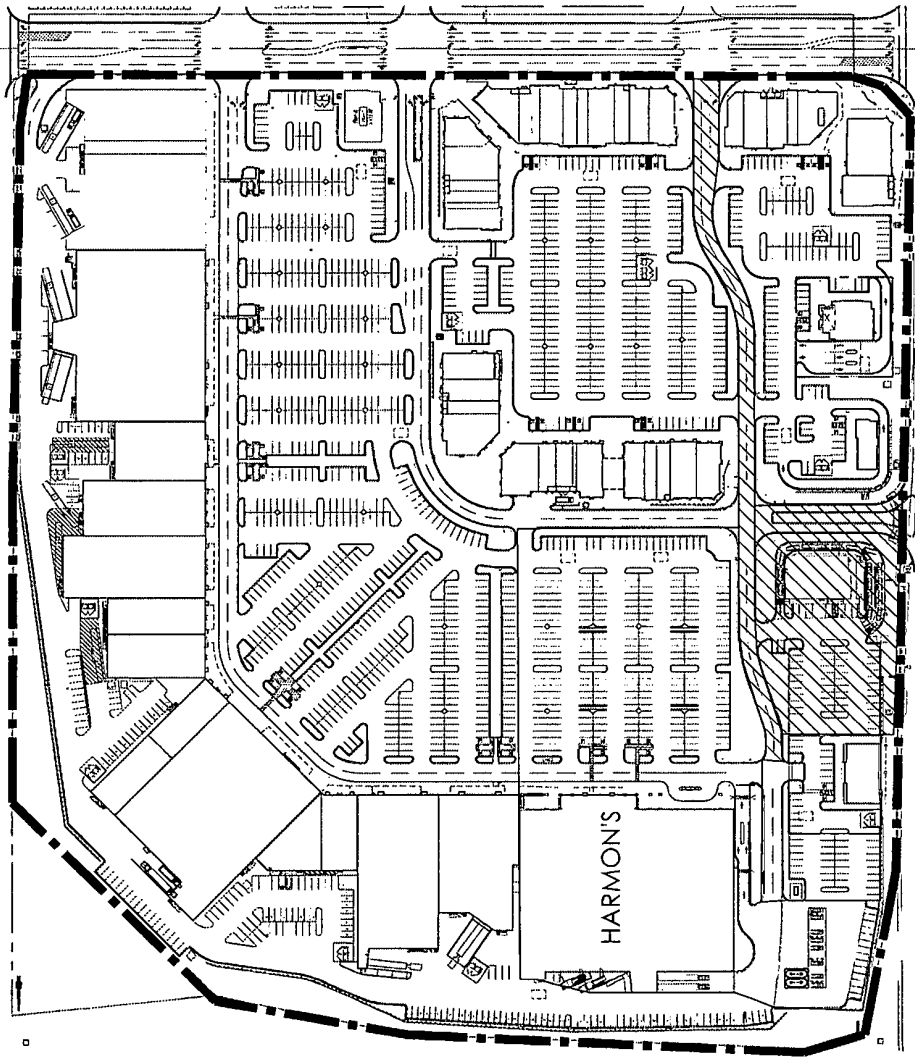




LEGEND

- SHOPPING CENTER
- ▨ NO CHANGE AREA
- ▭ HARMON'S PARCEL

EXHIBIT B-1  
(Page 2 of 3)



CHICK-FIL-A  
SITE EXHIBIT 2  
12 March 2018

SCALE: NOT TO SCALE



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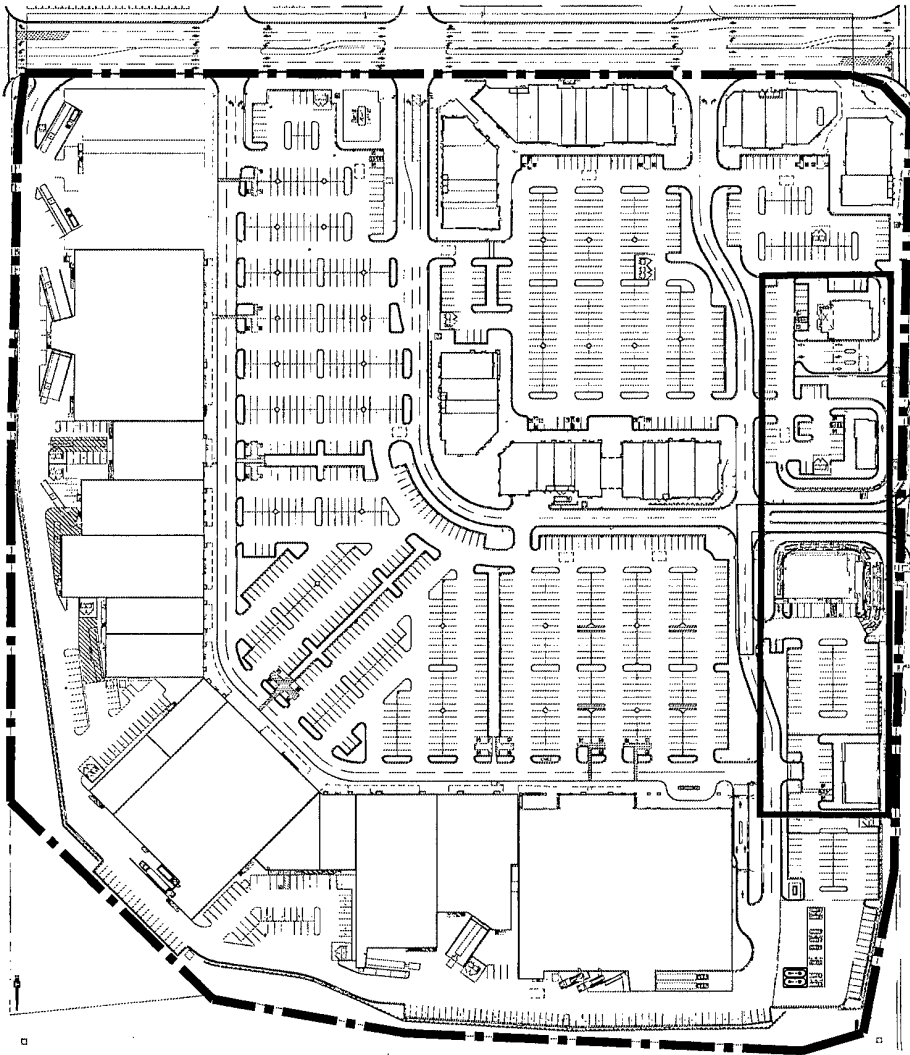
RIVERTON  
RIVERTON, UTAH



LEGEND

- SHOPPING CENTER
- NO CHANGE AREA
- RESTRICTED ZONE

**EXHIBIT B-1**  
**(Page 3 of 3)**



CHICK-FIL-A  
SITE EXHIBIT 3  
12 March 2018

SCALE: NOT TO SCALE

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**RIVERTON**  
RIVERTON, UTAH

