

When recorded return to:
Canyon Creek Phase Two L.L.C.
c/o Woodbury Corporation
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109
Attn: Legal Department

ENT 53290:2014 PG 1 of 24
Jeffery Smith
Utah County Recorder
2014 Jul 31 04:41 PM FEE 62.00 BY EO
RECORDED FOR Title West -Orem
ELECTRONICALLY RECORDED

DECLARATION OF RESTRICTIONS AND CROSS-EASEMENT AGREEMENT

This DECLARATION OF RESTRICTIONS AND CROSS-EASEMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 25 day of July, 2014, by and between CANYON CREEK PHASE TWO L.L.C., a Utah limited liability company, its successors or its assigns (hereinafter "CCSC PHASE TWO"), Spanish Fork, LLC, a Utah limited liability company, its successor or its assigns (hereinafter "SF LLC") Walgreen Co., an Illinois corporation, its successor or its assigns (hereinafter "Walgreen" or "Walgreens"), and WELLS FARGO BANK, a National Association (hereinafter "Wells Fargo"). CCSC PHASE TWO, SF LLC, Wells Fargo, and Walgreens may hereafter be referred to individually as an "Owner" or collectively as "Owners".

RECITALS

- A. WHEREAS, CCSC PHASE TWO is the Owner of property located in Spanish Fork, Utah legally described in Exhibit "A", attached hereto and by this reference incorporated herein ("CCSC PHASE TWO Property"). The CCSC PHASE TWO Property is depicted and outlined on the site plan attached hereto and incorporated herein as Exhibit "A-1".
- B. WHEREAS, the CCSC Phase Two Property is encumbered by a Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement, and Fixture Filing in favor of Wells Fargo, as recorded in the Utah County Recorder's Office on July 7, 2014 as Entry No. 46387:2014 at Pages 1 of 24 of the official records, and any subsequent amendments thereto.
- C. WHEREAS, SF LLC is the Owner of property located in Spanish Fork, Utah as legally described in Exhibit "B", attached hereto and by this reference incorporated herein ("SF LLC Property"). The SF LLC Property is depicted and outlined on the site plan attached hereto and incorporated herein as Exhibit "B-1".

- D. WHEREAS, the CCSC PHASE TWO Property and the SF LLC Property are two (2) parts of a larger integrated mixed-use development ("Master Planned Development"), as depicted on Exhibit "C", attached hereto and by this reference incorporated herein.
- E. WHEREAS, CCSC PHASE TWO Property and SF LLC Property are a part of the "Canyon Creek Shopping Center" as depicted on Exhibit "D", attached hereto and by this reference incorporated herein ("Canyon Creek Phase Two Shopping Center").
- F. WHEREAS, the Master Planned Development is subject to a Declaration and Grant of Easements ("Grant of Easements"), recorded in the Utah County Recorder's Office, January 31, 2014, as Entry No. 7862:2014 at Pages 1 of 25 of the official records.
- G. WHEREAS, the Master Planned Development is subject to a Memorandum of Joint Development and Maintenance Agreement ("JDMA") recorded in the Utah County Recorder's Office, February 4, 2014, as Entry No. 7860:2014 at Pages 1 of 15 of the official records.
- H. WHEREAS, the Master Planned Development is subject to the Notice of Use Restrictions (the "Use Restriction") recorded in the Utah County Recorder's Office, February 4, 2014, as Entry No. 7859:2014 at Pages 1 of 8 of the official records.
- I. WHEREAS, the Master Planned Development is subject to a Declaration of Easements and Covenants (the "Conservation Easement") recorded in the Utah County Recorder's Office, February 4, 2014, as Entry No. 7856:2017 at Pages 1 of 7 of the official records, and any subsequent amendments thereto.
- J. WHEREAS, the CCSC PHASE TWO Property is subject to an Architectural Control Standards Declaration (the "Architectural Control Standards") recorded in the Utah County Recorder's Office, June 19, 2014, as Entry No. 41845:2014 at Pages 1 of 13 of the official records, and any subsequent amendments thereto.
- K. WHEREAS, SF LLC and CCSC PHASE TWO desire to grant to each other an ingress and egress easement for vehicular and pedestrian traffic approximately across the location on their respective properties located at the Southwest Corner of Chappel Drive and Highway 6 and adjacent to 700 East.
- L. WHEREAS, SF LLC and CCSC PHASE TWO intend to restrict the uses of both the SF LLC Property and the CCSC PHASE TWO Property as well to establish standards for the maintenance thereof.



- M. WHEREAS, SF LLC intends to develop the SF LLC Property for use by Walgreens. Walgreen shall be deemed a third party beneficiary to this Agreement. The term "Walgreen Lease" or "Walgreens Lease" shall mean the lease between SF LLC as Landlord and Walgreen as tenant, and any amendments, extensions or replacements thereof.
- N. WHEREAS, the CCSC PHASE TWO Property and the SF LLC Property may be hereinafter referred to individually as the "Property" or collectively as the "Properties".
- O. WHEREAS, in anticipation of, and in connection with, the use of the SF LLC Property by Walgreens, CCSC PHASE TWO, SF LLC, and Walgreens, by the execution and delivery of this Agreement, acknowledge, consent to, and confirm the following:

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

So long as Walgreens is a tenant, occupant, or Owner of the SF LLC Property, Walgreens shall be subject to all of the same benefits and burdens of this Agreement as SF LLC.

1. CCSC PHASE TWO GRANT OF EASEMENT. CCSC PHASE TWO hereby grants to SF LLC a non-exclusive perpetual easement for ingress and egress over and across those portions of the CCSC PHASE TWO Property specifically designed for use by vehicular and pedestrian traffic from time to time (the "Walgreens Easement"). The proposed configuration of the CCSC PHASE TWO Property is as shown on Exhibit "A-1". The Walgreens Easement specifically excludes any areas of the CCSC PHASE TWO Property on which a building is, or may hereafter be located. SF LLC shall have the non-exclusive right to use the Walgreens Easement for the purpose of vehicular and pedestrian access only by SF LLC, and its tenants and their respective licensees, invitees, guests and employees to and from the SF LLC Property across the Walgreens Easement to the CCSC PHASE TWO Property and adjacent public right-of-ways. Other than as specifically provided in Section 5 hereinbelow, the easement herein granted shall not be construed to grant any parking rights on the CCSC PHASE TWO Property in favor of SF LLC or its tenants or their respective licensees, invitees, guests or employees. CCSC PHASE TWO shall have the right to modify the location of the Walgreens Easement from time to time to accommodate the reasonable development of the CCSC PHASE TWO Property, provided that cross-access is reasonably maintained to provide for

normal traffic flows between the CCSC PHASE TWO Property and the SF LLC Property as required by Spanish Fork City.

2. SF LLC GRANT OF EASEMENT. SF LLC hereby grants to CCSC PHASE TWO a non-exclusive perpetual easement for ingress and egress over and across those portions of the SF LLC Property specifically designed for use by vehicular and pedestrian traffic from time to time (the "CCSC PHASE TWO Easement"). The proposed configuration of the SF LLC Property is as shown on Exhibit "B-1". The CCSC PHASE TWO Easement specifically excludes any areas of the SF LLC Property on which a building is, or may hereafter be located. CCSC PHASE TWO shall have the non-exclusive right to use the CCSC PHASE TWO Easement for the purpose of vehicular and pedestrian access only by CCSC PHASE TWO, its tenants, licensees, invitees, guests and employees to and from the CCSC PHASE TWO Property across the CCSC PHASE TWO Easement to the SF LLC Property and adjacent public right-of-ways. Other than as specifically provided in Section 5 hereinbelow, the easement herein granted shall not be construed to grant any parking rights on the SF LLC Property in favor of CCSC PHASE TWO, its tenants, licensees, invitees, guests and employees. SF LLC shall have the right to modify the location of the CCSC PHASE TWO Easement from time to time to accommodate the reasonable development of the SF LLC Property, provided that cross-access is reasonably maintained to provide for normal traffic flows between the SF LLC Property and the CCSC PHASE TWO Property as required by Spanish Fork City.

3. USE OF PROPERTY. The Properties shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of the Properties which is illegal. Further, the Properties may not be used for any use which violates the Use Restriction and/or the Conservation Easement. In addition to the foregoing, throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of the SF LLC Property or CCSC PHASE TWO Property shall be used for a cafeteria, theatre, bowling alley, billiard parlor, night club or other place of recreation or amusement, day care facility, child care facility, preschool or children's nursery, any business which derives in excess of forty percent (40%) of its gross sales from the sale of alcoholic beverages, any business or facility used in growing, delivering, transferring, supplying, dispensing, dispersing, distributing or selling marijuana (whether by prescription, medical recommendation or otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions of the marijuana plant).

4. DESIGN AND CONSTRUCTION OF BUILDING. The building to be constructed on the SF LLC Property shall be designed and constructed in accordance with the plans as approved by the "Architectural Control Committee", as appointed and

defined in the Architectural Control Standards. Any modifications from the approved site plan and elevations, must be submitted to CCSC PHASE TWO and approved by the Architectural Control Committee.

5. LIMITATIONS ON PARKING.

- a. SF LLC shall use commercially reasonable efforts to ensure that employees, customers, and invitees of SF LLC and Walgreens park only on the SF LLC Property, and further shall not be permitted to park on the CCSC PHASE TWO Property other than in the areas specifically shown as "Shared Parking" on Exhibit "F", attached hereto and incorporated herein, except while working, shopping or transacting business on the SF LLC Property. SF LLC shall permit employees, customers and invitees of occupants of the Master Planned Development and CCSC PHASE TWO to park on the SF LLC Property. So long as SF LLC, its successors or assigns, is the Owner of the SF LLC Property, employees, customers and invitees of SF LLC or its tenants shall have the exclusive right to park in the parking area labeled and depicted as "Walgreen Exclusive Parking" on EXHIBIT "F". In the event the Walgreen Exclusive Parking is violated, on a regular basis, in SF LLC's commercially reasonable discretion, then SF LLC shall notify CCSC PHASE TWO in writing of such violations. If such violations are not cured within ten (10) days after receipt of written notice thereof to CCSC PHASE TWO, SF LLC shall have the right to place signs in the Walgreen Exclusive Parking area labeling such as "Walgreens Customer Parking Only" and shall, at SF LLC's expense, have the right to enforce such restriction by towing or other means.

- b. CCSC PHASE TWO shall use commercially reasonable efforts to ensure that employees, customers, and invitees of CCSC PHASE TWO park only on the CCSC PHASE TWO Property, and further shall not be permitted to park on the SF LLC Property, except while working, shopping or transacting business on the CCSC PHASE TWO Property. CCSC PHASE TWO shall permit employees, customers and invitees of occupants of SF LLC to park on the CCSC PHASE TWO Property. So long as CCSC PHASE TWO, its successors or assigns, is the Owner of the CCSC PHASE TWO Property, CCSC PHASE TWO and CCSC PHASE TWO'S employees, customers and invitees shall have the exclusive right to park in the parking areas depicted on the CCSC PHASE TWO Property, other than the area specifically shown as "Shared Parking" on Exhibit "F". In the event the CCSC PHASE TWO's parking is violated on a regular basis, in CCSC PHASE TWO's commercially reasonable discretion, then CCSC PHASE TWO shall notify SF LLC in writing of such violation. If such violations are not cured within ten (10) days after receipt of written notice thereof to SF LLC, then CCSC PHASE TWO shall have the right to place signs in the CCSC PHASE TWO parking area

labeling such "Canyon Creek Commercial Customer Parking Only" and shall, at CCSC PHASE TWO's expense, have the right to enforce such restriction by towing or other means.

6. UTILITY AND SERVICE EASEMENTS. Each party hereby establishes and grants to the other party a nonexclusive easement for the benefit of the Owner of each Property to install, use, maintain and repair public utility services and distribution systems (including storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of each Property, now upon or hereafter installed on, across or under each Property, to the extent necessary to service such tract or outparcel). Both parties shall use their best efforts to cause the installation of such utility and service lines prior to the paving of either Property. The location of any utilities hereafter installed shall be determined by the Owner of the Property upon which such utilities are to be installed, in such Owner's commercially reasonable discretion.

7. DEVELOPMENT, PARKING RATIOS, MAINTENANCE, AND TAXES.

a. Development. The layout and elevation of building has been submitted and approved by CCSC PHASE TWO and the Architectural Control Committee. The approved building on the SF LLC Property shall not be changed without the prior written consent of CCSC PHASE TWO and the Architectural Control Committee. The location of the buildings on the CCSC PHASE TWO Property shall not be changed without the prior written consent of SF LLC and Walgreens during the term of the Walgreens Lease.

b. Parking Ratio.

SF LLC agrees to maintain a parking ratio of not less than four and nineteen one-hundredths (4.19) number of parking stalls per one thousand (1,000).

CCSC PHASE TWO agrees to maintain a parking ratio of not less than what is required by Spanish Fork City.

c. Maintenance.

i. Standards. Both the SF LLC Property and CCSC PHASE TWO Property are encumbered by the Architectural Standards Declaration and the Properties shall be kept neat, orderly, xeriscaping, water courses, planted in grass and trimmed until improved and constructed. Following completion of the improvements on the SF LLC Property and the CCSC PHASE TWO Property, each party shall maintain its property in good condition

and repair. The maintenance is to include, without limitation, the following:

1. Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;
 2. Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
 3. Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines, to the extent installed;
 4. Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;
 5. Maintaining all perimeter and exterior building walls including but not limited to all retaining walls in a good condition and state of repair;
 6. Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary; and
 7. Maintaining elements of the storm drainage system, to the extent installed.
- ii. Expenses. Each party shall pay the maintenance expense of their respective Property.
- iii. By Agent. Subject to the mutual agreement of the parties hereto, a third party may be appointed as an agent of SF LLC to maintain the SF LLC Property in the manner as above outlined.
- d. Taxes. Each of the parties hereto agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against its Property.

8. PERIMETER LANDSCAPE MAINTENANCE CHARGE. The Owner of the CCSC PHASE TWO shall construct and maintain uniform landscaping along the right-of-ways, including but not limited to, xeriscaping, water courses, and grass located in the areas of the Canyon Creek Phase Two Shopping Center, as depicted on Exhibit "E", attached hereto and by this reference incorporated herein (the "Perimeter Landscape") for the mutual benefit and beautification of the Canyon Creek Phase Two Shopping Center. The Owner of the SF LLC Property shall use commercially reasonable efforts to minimize the disturbance of the Perimeter Landscape. The Owner of the SF LLC Property shall reimburse the Owner of the CCSC PHASE TWO Property for a prorated share, which is currently estimated to be twenty-three and thirty-one one-hundredths of one percent (23.31%) of the total square footage of the SF LLC Property for of the reasonable actual costs of maintaining the Perimeter Landscape, together with a fifteen percent (15%) administrative fee. Such pro-rated share shall be calculated based on the square footage of the SF LLC Property as a percentage of the total square footage of the CCSC Phase Two Shopping Center. The Owner of the SF LLC Property shall pay such reimbursement within ten (10) days of receiving an invoice therefor from the Owner of the CCSC PHASE TWO Property, which shall be based on the annual budget, reconciled annually, and invoiced, monthly but not more frequently than twelve (12) times a year.
9. LIMITED LANDSCAPE MAINTENANCE CHARGE. The CCSC PHASE TWO Property and the SF LLC Property are benefitted by the Grant of Easements and the JDMA, which benefits and serves the entire Master Planned Development. The Master Planned Development, in accordance with the Architectural Control Standards, shall construct and maintain uniform landscaping, including but not limited to xeriscaping, water courses, and grass located in areas as determined by the Architectural Control Committee, from time to time (the "Limited Landscape"). The Owner of the CCSC PHASE TWO Property is responsible for paying its pro-rata share of the cost of maintaining the Limited Landscape based on the ratio of the total gross square footage of land contained in the Master Planned Development. The Owner of the SF LLC Property shall reimburse the Owner of the CCSC PHASE TWO Property for a pro-rated share of its actual share of the costs of maintaining the Limited Landscape, together with a fifteen percent (15%) administrative fee. The Owner of the SF LLC Property shall pay such reimbursement within ten (10) days of receiving an invoice therefor from the Owner of the CCSC PHASE TWO Property, which invoices shall be budgeted and reconciled annually, and billed monthly but not more frequently than twelve (12) times a year.
10. INDEMNITY. Each party shall indemnify, defend and hold each other party, its successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expenses which may be incurred as a result of any act or omission of the indemnifying party in its use of the easement or other obligations

under this Agreement. If any action, claim or demand is made against the indemnified party for any act or omission of the indemnifying party, the indemnifying party agrees to assume the expense and shall pay all costs, charges, attorney fees, settlements, judgment or other expenses incurred by or obtained against the indemnified party.

11. INSURANCE. Each party shall obtain and maintain at all times commercial general liability insurance insuring against claims on account of death, bodily injury or property damage that may arise from or be occasioned by the condition, use or occupancy of the easement located on its respective Property. Said insurance shall be obtained and maintained in a reputable insurance company or companies qualified to do business in the State of Utah with a rating in the Best's Key Rating Guide of A- Class XI or better and having limits for bodily injury or death in the amounts of not less than \$1,000,000 for injury to or death of one person, \$2,000,000 for injury to or death of more than one person in one accident, and property damage insurance in an amount of not less than \$1,000,000 (or, as an alternative, single limit coverage in the amount of \$2,000,000). Such insurance shall name each other party as an additional insured. From time to time and upon written request by any party, a certificate of insurance shall be furnished by the providing party showing the required coverage. Such insurance shall provide that the insurance may not be canceled without at least thirty (30) days prior written notice by the insurer to the party named as an additional insured and shall provide for waiver of subrogation rights. Said insurance may be carried under a "blanket" policy or policies covering other properties of the providing party and its subsidiaries, controlling or affiliated corporations and entities.
12. BINDING EFFECT. All of the easements, covenants, conditions and declarations contained herein, including the benefits and burdens, shall run with the land and shall benefit and bind the heirs, successors and assigns of the parties, and all current and future Owners of the benefitted and burdened Property.
13. NO PUBLIC DEDICATION. The CCSC PHASE TWO Easement and Walgreens Easement established, granted and conveyed is for the use and benefit of SF LLC and CCSC PHASE TWO, and their respective tenants, licensees, guests and invitees and is not intended to confer any benefit or right upon the general public.
14. DURATION. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Utah County Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then recorded Owners of SF LLC and CCSC PHASE TWO.

- 15. MODIFICATION. This Agreement shall not be modified unless expressly agreed to in writing by each of the parties.
- 16. NOTICE. All notices, demands, requests and other communications required or desired to be given hereunder shall be in writing and shall be deemed delivered on the earlier of (i) posting of registered or certified mail, addressed to the addressee at its address set forth below or at such other address as such party may have specified theretofore by notice delivered in accordance with this Section 15, (ii) attempted delivery or refusal to accept delivery if sent by courier or other personal delivery service, or (iii) actual receipt by the addressee regardless of the method of delivery.

If to SF LLC: Spanish Fork, LLC
 6340 South 3000 East, Suite 500
 Salt Lake City, Utah 84121
 Attention: Gregg T. Christensen

With Copy to Walgreens: Walgreen Co.
 104 Wilmot Rd.
 Deerfield, IL, 60015
 Attn: Community and Real Estate Law
 Department, MS #1420, Re: Store #15977

If to CCSC PHASE TWO: Canyon Creek Phase Two L.L.C.
 c/o Woodbury Corporation
 2733 East Parleys Way, Suite 300
 Salt Lake City, Utah 8109
 Attn: Office of General Counsel

With a copy to: WPI Enterprises
 5455 West 11000 North, Suite 202
 Highland, Utah 84003
 Attn: Richard Mendenhall

- 17. APPROVAL. Any initial construction, modifications or changes relating to the access area between the SF LLC Property and the CCSC PHASE TWO Property made by either Owner must be approved in writing by both Owners, which approval shall not be unreasonably withheld.
- 18. SUBORDINATION. Any mortgage or deed of trust affecting any portion of the SF LLC Property or the CCSC PHASE TWO Property shall at all times be expressly made subject and subordinate to the terms of this Agreement, whether by a

supplemental consent appended to this Agreement or else by separate agreement, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee sale, shall acquire title subject to all the terms and conditions of this Agreement.

19. ENTIRE AGREEMENT. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.


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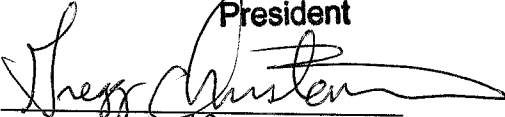


IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first above written.

SF LLC:


SPANISH FORK, LLC, a Utah limited liability company

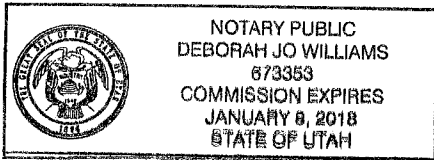
By: 
 Its: Chad Christensen
 President

By: 
 Its: Greg Christensen
 EVP

STATE OF Utah)
) : ss.
 COUNTY OF Salt Lake)

On the 25 day of July, 2014, before me personally appeared Chad Christensen and Greg Christensen, to me personally known to be the President and Executive Vice President of Spanish Fork, LLC, the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.


 Notary Public



CCSC PHASE TWO:

CANYON CREEK PHASE TWO L.L.C., a Utah limited liability company

By: TENEDOR L.L.C., a Utah limited liability company, Its Manager

By: WOODBURY CORPORATION, a Utah corporation, Its Manager

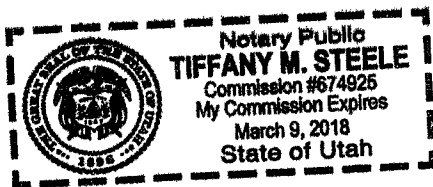
By: [Signature]
O. Randall Woodbury, Its President

By: [Signature]
E. Taylor Woodbury, Its Treas.

By: [Signature]
Richard L.K. Mendenhall, Manager

STATE OF Utah)
: ss.
COUNTY OF Salt Lake)

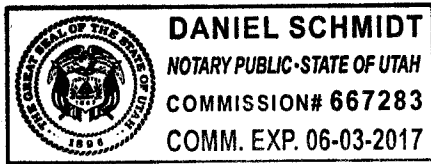
On the 18th day of July, 2014, before me personally appeared O. Randall Woodbury and E. Taylor Woodbury, to me personally known, who being by me duly sworn did say that they are the President and Treasurer of WOODBURY CORPORATION, which is a Manager of TENEDOR L.L.C., Manager of the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.

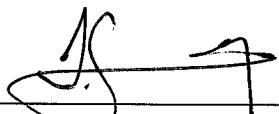


[Signature]
Notary Public

STATE OF Utah)
 : ss.
 COUNTY OF Utah)

On the 18 day of JULY, 2014, before me personally appeared RICHARD L.K. MENDENHALL, to me personally known, who being by me duly sworn did say that he is the Manager of TENEDOR L.L.C., Manager of CANYON CREEK PHASE TWO L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.





Notary Public

Handwritten initials or marks in the bottom right corner.

WALGREENS:

WALGREEN CO., an Illinois corporation

By: [Signature]
Richard N. Steiner
Its: Director of Real Estate Law

JAM

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public, do hereby certify that Richard N. Steiner, personally known to me to be the Director of Real Estate Law of WALGREEN CO., an Illinois corporation, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such Director of Real Estate Law of said corporation, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 18th day of July, 2014

My commission expires:

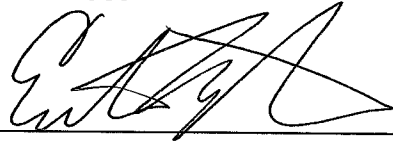
[Signature]

Notary Public



**WELLS FARGO does hereby consent to and subordinate its lien to this
DECLARATION OF RESTRICTIONS AND CROSS-EASEMENT AGREEMENT.**

**WELLS FARGO BANK, A NATIONAL
ASSOCIATION**

By: 
Erik W. Bengtzen, Vice President

2832

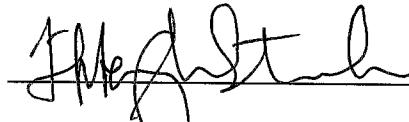
STATE OF UTAH)

:SS

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 18th day of July, 2014, by Erik W. Bengtzen, Vice President of Wells Fargo Bank, National Association.




Notary Public

My commission expires: 3/9/18



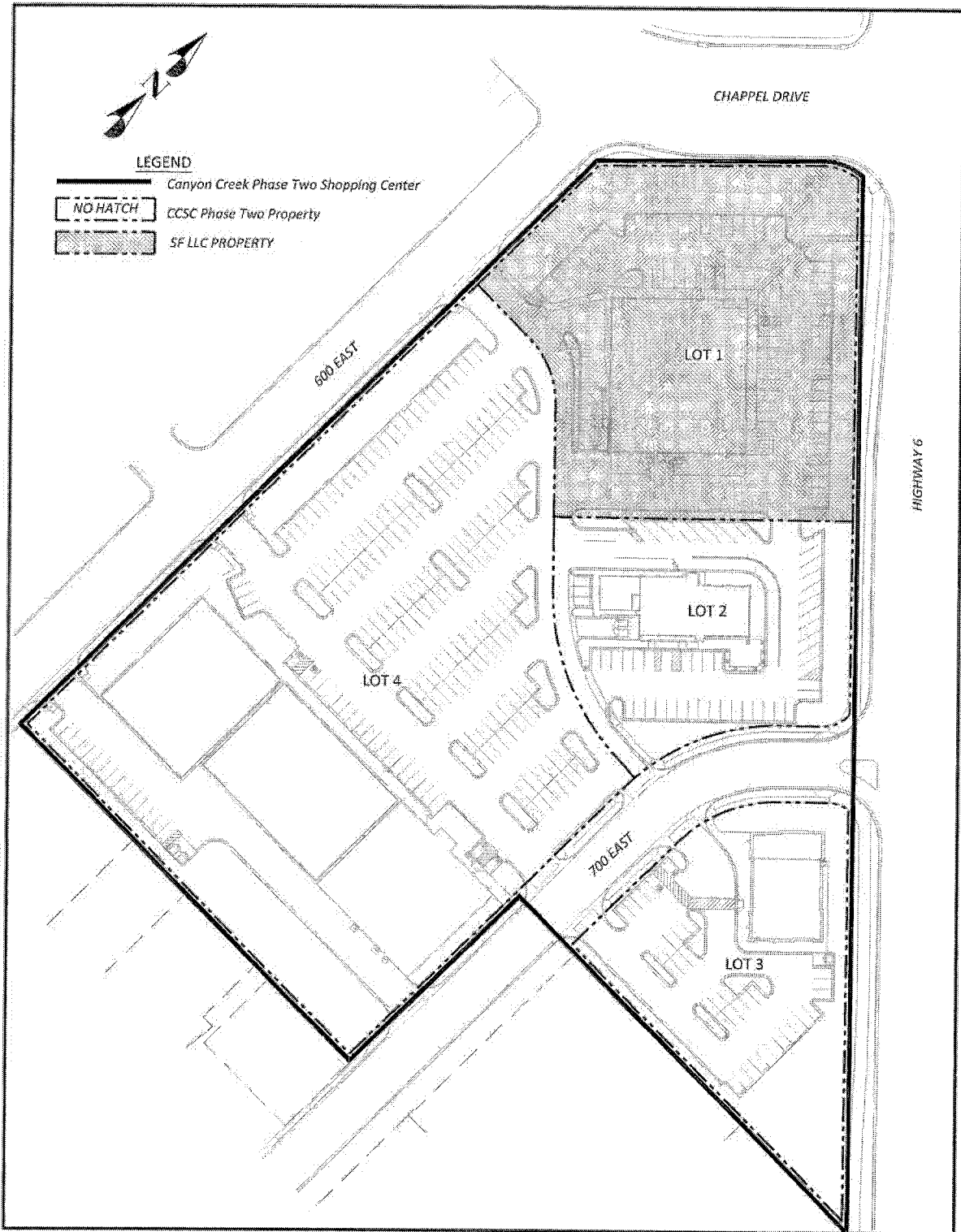
LEGAL DESCRIPTION OF CCSC PHASE TWO PROPERTY

Lots 2, 3 and Lot 4, Phase 2, Canyon Creek Shopping Center Subdivision, according to the official plat there of recorded December 19, 2013, as Entry No. 115075:2013, as Map Filing No. 14098, in the office of the Utah County Recorder.

257,395 square feet

5.909 Acres





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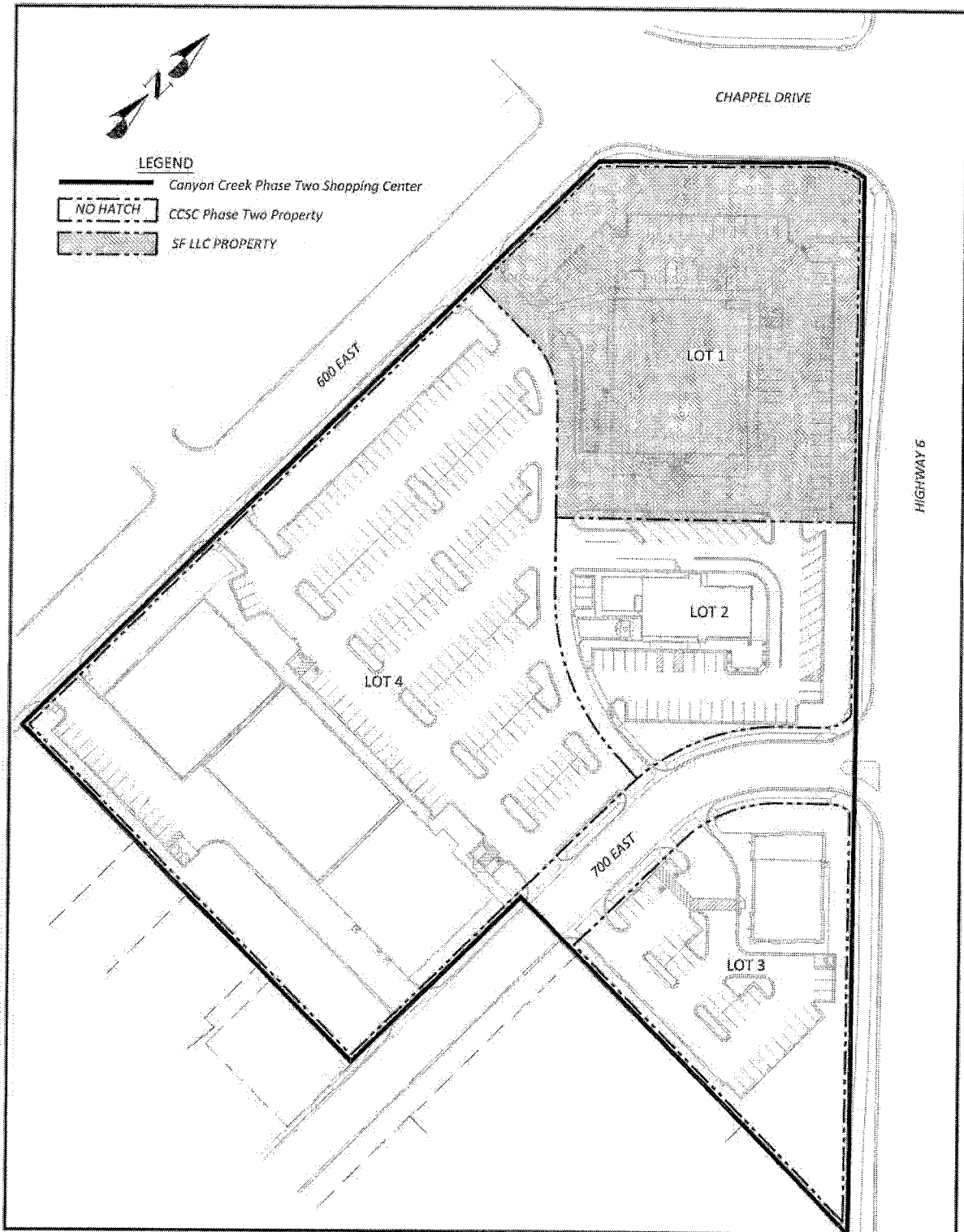
LEGAL DESCRIPTION OF SF LLC PROPERTY

Lot 1, Phase 2, Canyon Creek Shopping Center Subdivision, according to the official plat there of recorded December 19, 2013, as Entry No. 115075:2013, as Map Filing No. 14098, in the office of the Utah County Recorder.

78,219 square feet

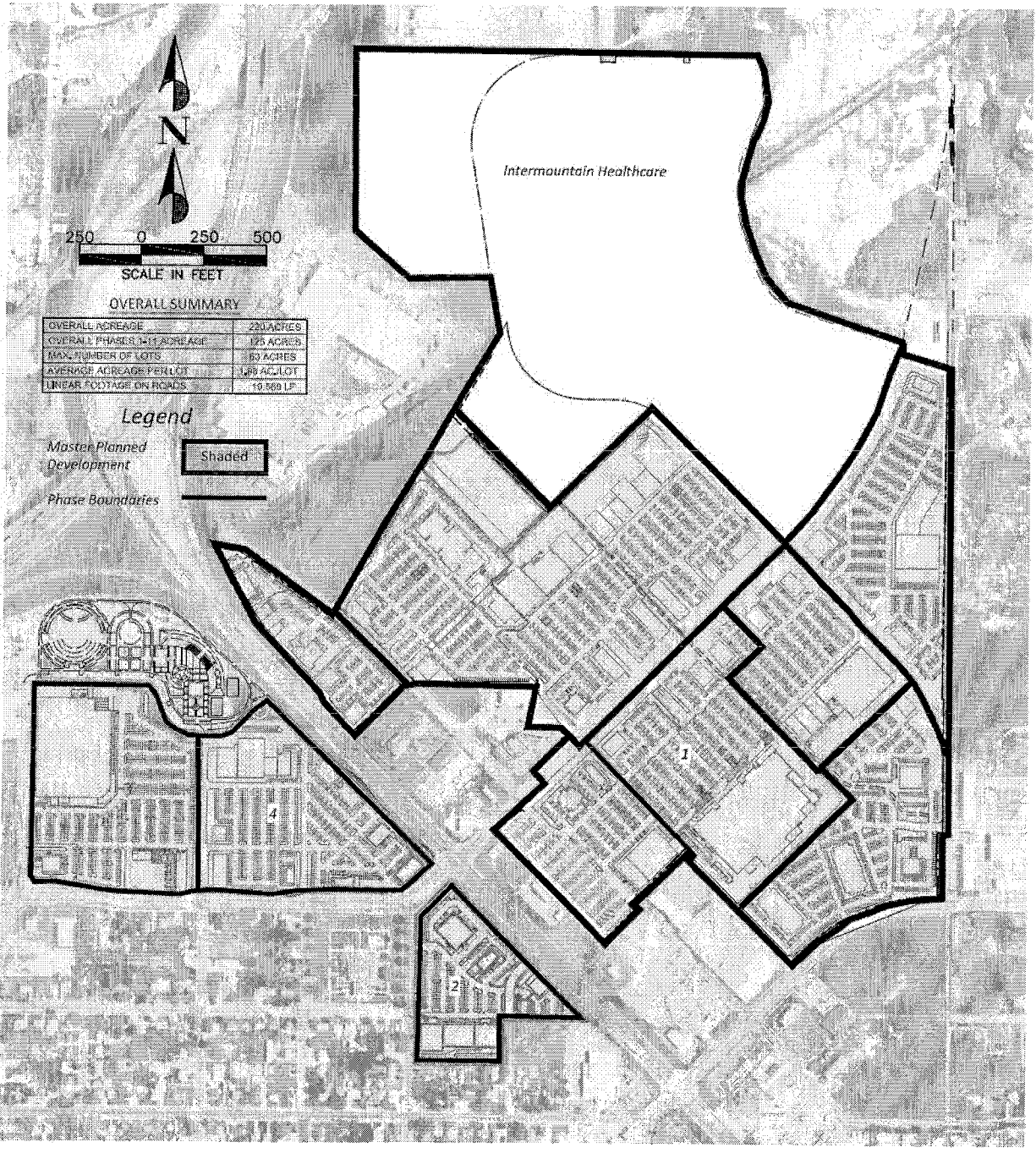
1.796 Acres

DEPICTION OF SF LLC PROPERTY



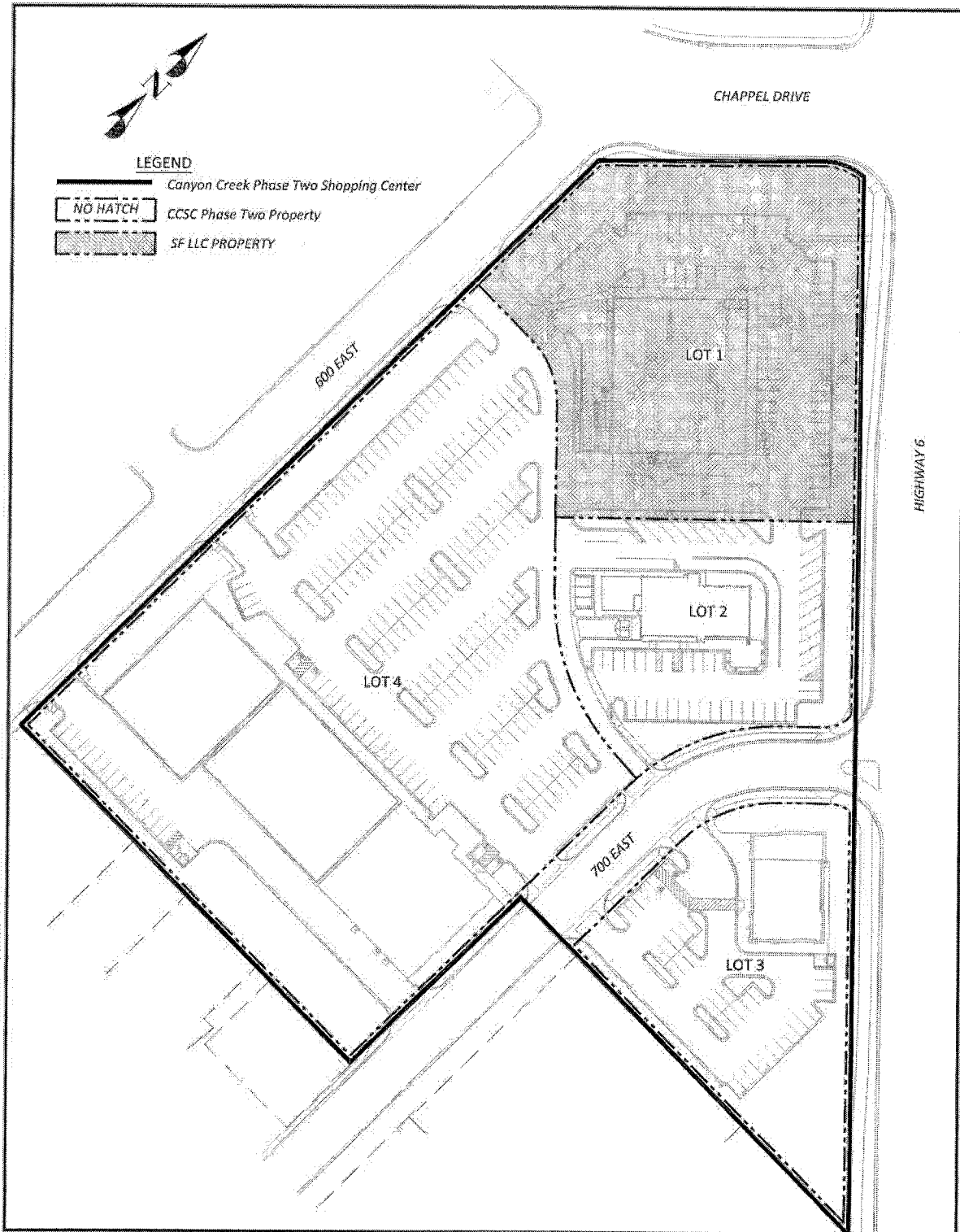
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MASTER PLANNED DEVELOPMENT DEPICTION

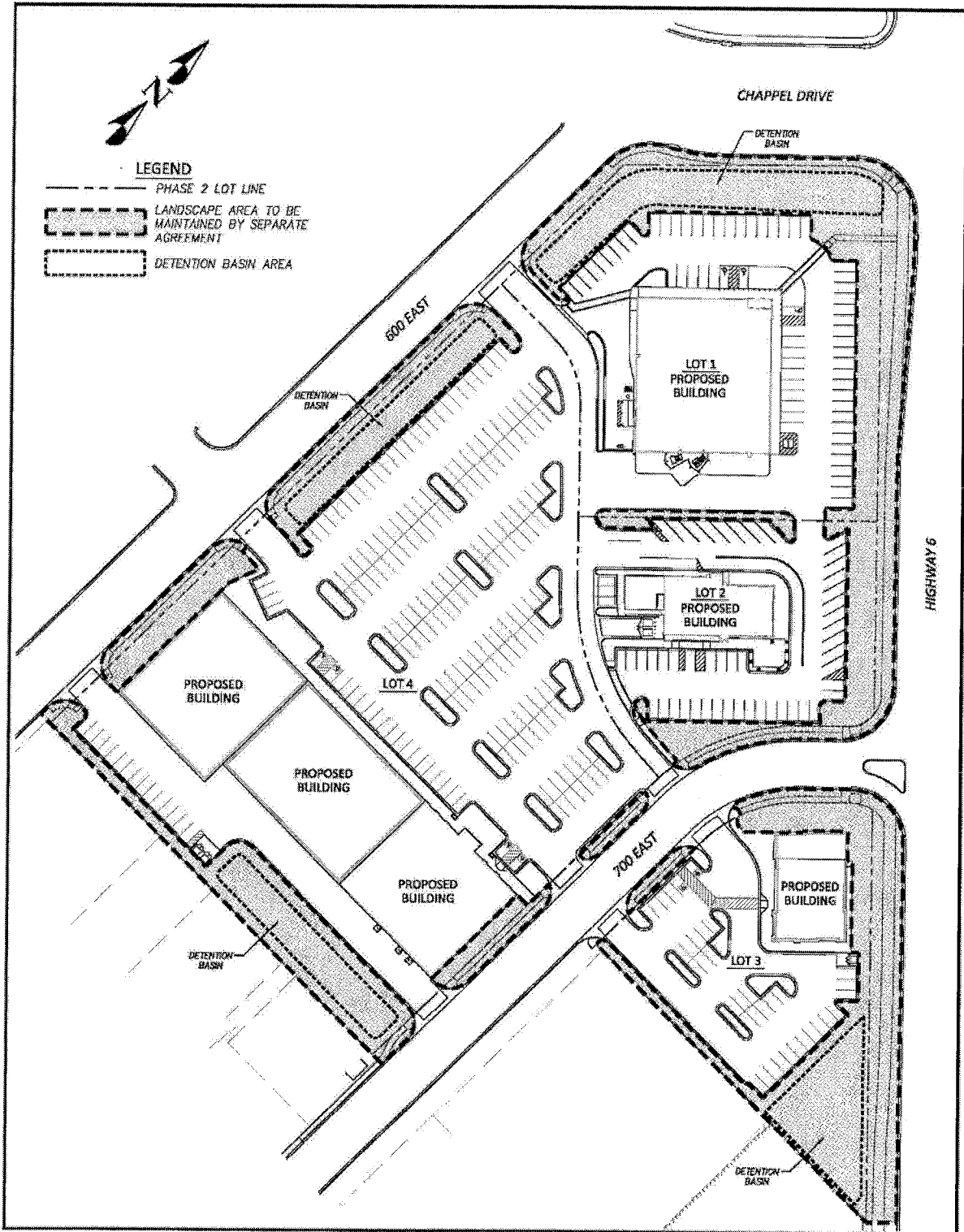


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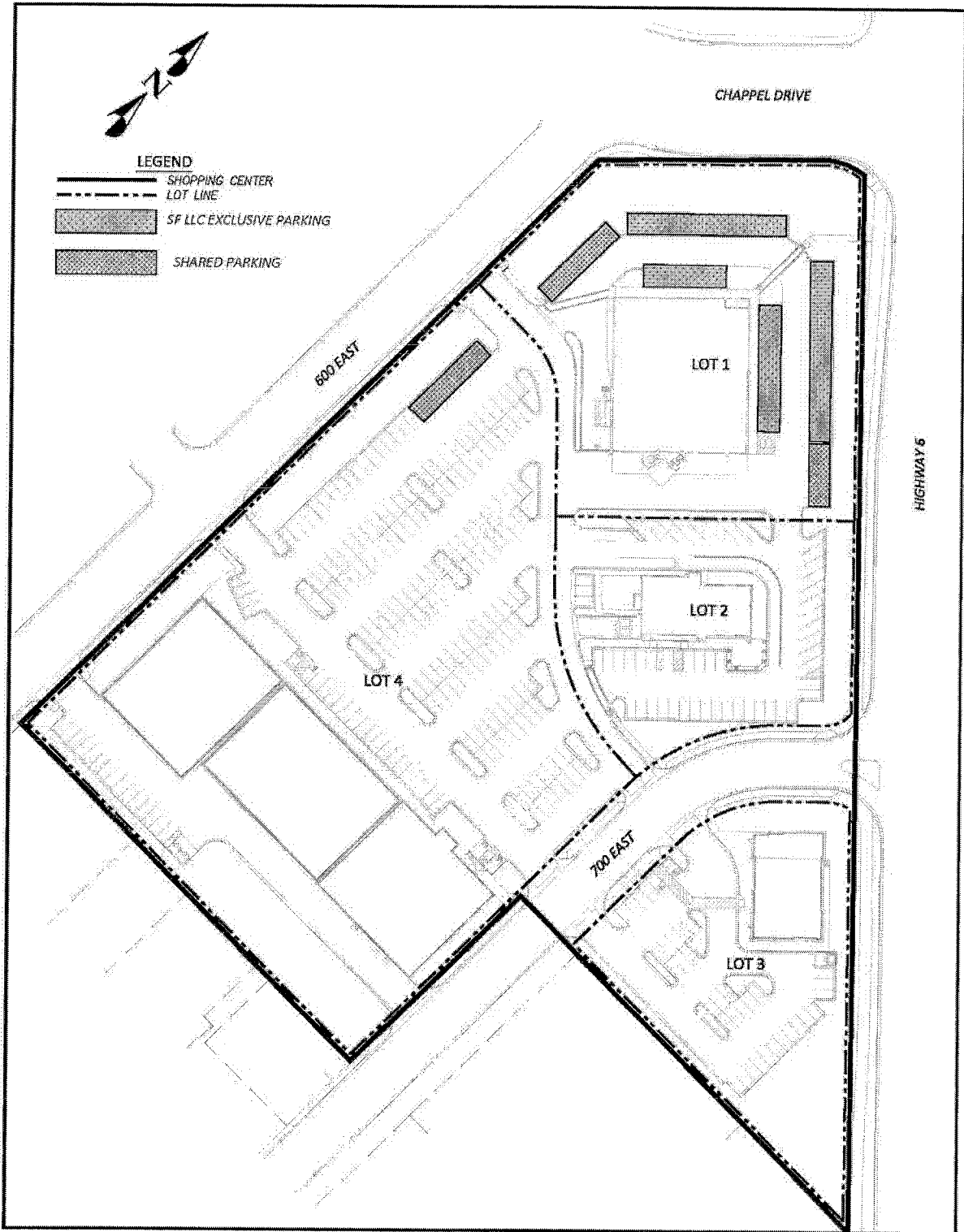
CANYON CREEK PHASE TWO SHOPPING CENTER SITE PLAN



Handwritten initials and a checkmark.



Handwritten signature and initials



Handwritten initials and the number 13.