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ADAM GARDINER
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 15 P.

When recorded, return to:

Kick Creek, L.L.C.
Attn: Barrett Peterson
225 South 200 East, Suite 200
Salt Lake City, Utah 84111

Parcel ID Nos. 20-36-102-002; 20-36-126-035

**AGREEMENT OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS AGREEMENT OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS ("Agreement") is made to be effective as of this 30th day of August, 2017 by and between KICK CREEK, L.L.C., a Utah limited liability company ("Kick Creek") and MVIII LLC, a Utah limited liability company ("MVIII") (Kick Creek and MVIII shall collectively be referred to as the "parties").

WHEREAS MVIII is the fee owner of that certain real property known as Lot 7 of the Clay Hollow B Subdivision, located in West Jordan, Utah as more particularly described on attached Exhibit "A" and as shown on the Clay Hollow B Subdivision Plat, attached hereto as Exhibit "B";

WHEREAS Kick Creek is the fee owner of that certain real property known as Parcel A of the Clay Hollow B Subdivision, located in West Jordan, Utah as more particularly described on attached Exhibit "C" and as shown on Exhibit "B";

WHEREAS it is the intention of Kick Creek that in the future Parcel A will be subdivided into multiple lots. Lot 7 and Parcel A, along with any subdivided lot from Parcel A, shall be collectively referred to as "Lots";

WHEREAS it is the intention of Kick Creek and MVIII to create a cohesive and flowing development between Lot 7 and Parcel A; and

WHEREAS in order to create a cohesive development between Lot 7 and Parcel A, Kick Creek and MVIII desire that the Lots be subject to certain easements, covenants, conditions and restrictions as set forth herein,

NOW THEREFORE, in consideration of the following encumbrances which shall be binding upon the Lots and shall attach to and run with the Lots, and be for the benefit of and have limitations upon all future owners and tenants of the Lots, and in consideration of the promises, covenants, restrictions, easements and encumbrances contained herein, Kick Creek and MVIII declare as follows:

1. Creation of Easements.

(a) Common Access. The parties hereby declare and establish for the benefit of all Lot owners, lessees, residents, tenants and their customers, invitees and employees, a non-exclusive easement for pedestrian and vehicular ingress and egress, over and across the curb cuts and driveways located within the Lots.

Kick Creek may reconfigure, realign or relocate any curb cuts access point or other portion of the driveways located on property owned by Kick Creek provided such reconfiguration, realignment, or relocation does not unreasonably obstruct the traffic flow and free access between the Lots.

(b) Use. The curb cuts, access points and driveways shall be used for roadways, walkways, ingress and egress, for driveway purposes for the comfort and convenience of customers, invitees and employees of all businesses and occupants of the buildings constructed on the Lots.

(c) Cross Parking Easements. The parties hereby declare and establish for the benefit of the Lot owners, a perpetual, non-exclusive easement over and across the Lots for automobile parking. Notwithstanding the foregoing, each Lot shall contain sufficient parking stalls to independently comply with all governmental or quasi-governmental parking stall requirements. Once building improvements on any Lot are completed, all adjacent driveways and areas for parking shall be paved with asphalt, concrete or similar material, curbed with concrete and screened with landscaping to the extent required by applicable governmental agencies.

(d) Utilities. The parties hereby declare a perpetual non-exclusive easement over and across the Lots for the installation, operation, maintenance, service, repair, improvement and replacement of any and all underground utilities (the "**Utility Lines**"). Each Lot owner shall have the right to relocate the Utility Lines on its Lot provided such relocation does not materially and detrimentally affect access to the other Lots. In the event any such relocation damages the Utility Lines on any other owner's Lot, the Lot owner causing such damage shall, in a timely manner and at its sole cost and expense, repair any such damage.

(e) Storm Drain Easement. The parties hereby declare and establish for the benefit of the Lot owners a non-exclusive easement over and across those portions of the Lots for the installation, maintenance, service, repair, improvement and replacement of underground storm drain lines (the "**Underground Storm Lines**"). Each Lot owner shall be solely responsible for constructing the Underground Storm Lines on its Lot. In the event any owner incurs costs relating to another owner's tie-in to the Underground Storm Line on that owner's property, the owner tying-in to the other owner's Underground Storm Line shall be responsible for the cost of such tie-in. Each owner shall be responsible for its pro-rata share of all costs of maintaining the Underground Storm Lines. Such pro-rata share shall be determined based upon the total square footage of that owner's Lot in relation to all of the Lots serviced by the Underground Storm Lines. In the event any owner damages the

Underground Storm Lines, that owner shall be solely responsible for the cost of repairing the Underground Storm Lines. In the event any owner puts any substance into the Underground Storm Lines in violation of any applicable law, that owner shall be solely liable for such violation. Storm water from a Lot shall be detained on such Lot and discharged pursuant to all applicable governmental requirements.

(f) Surface Flow Easement. The parties hereby declare and establish for the benefit of the owners of the Lots, a non-exclusive easement over and across all paved portions of the other Lots to allow for surface flow of storm water (the "**Surface Flow Easement Areas**"), provided however, to the extent reasonably possible the surface flow of storm water on each Lot shall be directed to underground facilities located on that Lot. The design of any initial improvements shall be subject to the reasonable approval of the owner of any Lot impacted by such flow of storm water. Each Lot owner shall have the right, at its sole cost and expense, to relocate the Surface Flow Easement Area on its property from time to time provided such relocation does not unreasonably interfere with storm water drainage on the other Lots. After construction of the initial improvements on any Lot, there shall be no material change in the surface flow design without the prior written approval of the owners of the Lots impacted by such change. Each owner shall be solely responsible for maintaining the Surface Flow Easement Area on its Lot.

(g) Maintenance of Easement Areas. Each Lot owner, at its sole cost and expense, shall perform repairs, maintenance and construct improvements, as may be reasonably necessary to maintain the easement areas on its property in a manner consistent with the first class nature, use and occupancy of the properties as an integrated commercial development. In the event any owner fails to properly maintain the easement areas on its Lot and such failure shall continue for a period of thirty (30) days for non-emergency matters after written notice thereof, the parties, provided Kick Creek or MVIII own an interest in the other Lots, or the other Lot owners may maintain and repair the easement areas on the non-performing owner's Lot and invoice the non-performing owner for the cost of such maintenance and repair. In the event of an emergency (as determined by Kick Creek, MVIII, or the other Lot owners in their reasonable judgment) and after reasonable efforts are made to notify the non-performing owner, Kick Creek or MVIII, provided they own an interest in the other Lots, or the other Lot owners shall have the right to immediately maintain or make repairs to easement areas and invoice the non-performing owner for the costs of such maintenance and repair. The non-performing owner shall reimburse Kick Creek, MVIII or the other Lot owners, as applicable, for any amounts owed under this Section 1(g) within thirty (30) days from the date of the performing party's invoice. If the non-performing owner fails to pay the amount owed within such thirty (30) day period, the performing party may, at its discretion, place a lien for unpaid costs, with interest at an annual rate of fifteen percent (15%), upon the non-performing owner's Lot by recording a lien claim and notice.

(h) No Barriers. No walls, fences, or barriers of any kind shall be constructed or maintained within the driveways, curb cuts or access points on the Lots, or any portion thereof, by any party which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement, including without limitation, of

pedestrians and vehicular traffic between the various Lots, provided however, reasonable traffic controls approved in advance by Kick Creek as may be necessary to guide and control the orderly flow of traffic may be installed so long as access to the curb cuts, access points and driveways is not closed or blocked. The only exceptions to this provision shall be for incidental encroachments upon the driveways which may occur as a result of the use of the ladders, scaffolding, temporary construction barricades and similar facilities resulting in temporary obstruction of the driveways and curb cuts, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction work being expeditiously pursued, and for temporary blockage of certain areas deemed necessary by the parties to prevent a public dedication of an easement or access right.

2. Maintenance of Lots. Each Lot owner, at its sole cost and expense, shall be responsible to maintain its individual Lot at all times in good and clean condition and repair, such maintenance is to include, without limitation, the following:

(a) At all times during the term of this Agreement, the Lot owners and tenants shall keep their respective Lots in a clean and slightly condition and in good condition and repair, consistent with the character and quality of improvements constructed on the Lots.

(b) The Lot owners and tenants thereof shall maintain and keep the exterior portion of the building located on their respective Lot in first-class condition and state of repair, in compliance with all governmental requirements, and in compliance with the provisions and requirements of this Agreement.

(c) The Lot owners and tenants shall store all trash and garbage on their respective Lots in adequate containers, locate such containers so that they are not readily visible from the customer parking areas and arrange for regular removal of such trash or garbage.

(d) The Lot owners and tenants thereof shall maintain the surfaces of their respective Lots 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.

(e) The Lot owners and tenants thereof shall maintain their respective Lot by:

(i) Promptly removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition, and free of snow, ice, dirt, and debris.

(ii) Placing, keeping in repair and replacing any necessary or appropriate directional signs, markers and lines.

(iii) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required for adequate lighting.

(iv) Maintaining all landscaped areas in a thriving and trimmed condition and making such replacements of shrubs and other landscaping as is necessary.

(f) Until such time as the Ranches Loop Road is constructed and the Lots are able to connect to the city's storm drain system, each Lot shall maintain its own storm water detention system on its own Lot and prevent the surface flow of storm water to flow onto another Lot.

(g) If any Lot owner fails to carry out its obligations with respect to the maintenance of the easement areas referenced herein, and such failure shall continue for a period of thirty (30) days for non-emergency matters after written notice thereof, Kick Creek may maintain and repair the easement areas and invoice the Lot owner (or owners) for its portion of such costs. In the event of an emergency, Kick Creek may immediately maintain and repair easement areas after reasonable efforts to notify the Lot owners. The Lot owners shall reimburse Kick Creek for such costs within thirty (30) days from the date of Kick Creek's invoice. If a Lot owner fails to reimburse Kick Creek within such thirty (30) day period, Kick Creek may, at its discretion, place a lien for unpaid costs, with interest at an annual rate of fifteen percent (15%), upon the title to the Lot of the nonpaying owner by recording a lien claim and notice.

3. Use Restrictions.

(a) No structure of a temporary character, including, without limitation, any trailer or mobile facility, shall be placed on the Lots, either temporarily or permanently, except however the Lot owner or tenant may erect, place, and maintain such facilities on its Lot which are reasonably necessary to the construction of improvements. Such facilities may include, but not necessarily be limited to, a temporary office trailer, storage sheds or storage trailers and portable toilet facilities. Any such facilities shall be removed upon completion of the construction.

(b) Without limitation of the foregoing, none of the following uses or operations shall be permitted on the Lots:

(i) any public or private nuisance or use that is illegal or contrary to any ordinance or zoning ordinance;

(ii) any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness;

(iii) any noxious odor;

(iv) any excessive quantity of dust, dirt, or fly ash;

(v) any use which is physically damaging to other Lots or which creates dangerous hazards;

(vi) any flea market or business selling so-called "second hand" goods;

(vii) any bookstore or establishment primarily in the business of selling, exhibiting or delivering pornographic, adult content or obscene materials;

(viii) any "head shop" or smoke shop or related business;

(ix) any video or other type of game room or arcade;

(x) a junk yard, recycling facility, motor vehicle or boat storage facility or dry cleaner plant (provided however, a drop off/pick up, shirt laundry dry cleaner shall be permitted on the Lots);

(xi) any theater, auditorium, sports or other entertainment viewing facility, whether live, film, audio/visual or video;

(xii) any discotheque, dance hall, comedy club, night club or adult entertainment facility;

(xiii) any skating rink, or billiard or pool hall;

(xiv) any industrial or manufacturing uses or use involving animals; and

(xv) any drilling for and/or removal of subsurface substances;

(c) Restrictions on Lot 7. The following use restrictions shall only be applicable to Lot 7.

(i) Restrictions on Retail. Retail uses shall be a non-permitted use on Lot 7. The term "Retail" shall mean the business operation of a store whose primary business is a place for eating or drinking, food service, coffee shops, beauty shops, or barber shops. Notwithstanding the foregoing, the owner of Lot 7 shall not at any time, lease space to any retail drug store, cigarette or smoke shop, dollar store, printing and/or mailing services center, a greeting card or gift store, a vitamin store, or convenience store, or for the sale of any of the following:

1. alcoholic beverages for off-premises consumption;
2. greeting cards and/or party goods;
3. photo printing or processing, including, without limitation, one-hour or less photo processing;
4. health and beauty aids; or
5. vitamins and health supplements.

Lot 7 shall not be restricted from being used as a dental provider, including dental labs, any other medical user or provider whether general or specialist, or business/professional office uses including, but not limited to, accounting, the practice of law, financial institutions, title companies, etc.

(ii) Restriction on Pharmacy. Pharmacy uses shall also be a restricted/non-permitted use on Lot 7. The term "Pharmacy" shall mean the operation of a Pharmacy requiring the services of a registered pharmacist; a pharmacy mail order facility; or a pharmacy prescription department. Notwithstanding anything to the contrary contained herein, in no event shall the term "Pharmacy" be deemed to include (and nothing contained herein shall prevent or limit a Lot owner from leasing to) any of the following uses: (1) any doctor or dentist who may prescribe and administer medication to its patients on-site as part of the prescribed treatment of those patients and such doctor or dentist bills the patients for the same, provided that such prescriptions and sales are Incidental (as defined below) to the doctor's or the dentist's practice; or (2) any doctor or dentist who may sell health or beauty items to their patients on-site, provided that such sales are a part of the prescribed treatment of those patients and are Incidental (as defined below) to the doctor's or dentist's practice (for example, but not limited to: teeth whitening, toothpaste, floss, wart removal creams, lotions, bandages for wounds, ice packs for injury, etc.). As used in this paragraph, "Incidental" is defined as consisting of 20% or less of annual total sales. Nothing in this Paragraph 3(c) shall be interpreted to restrict any doctor or dentist from providing free samples of medications or health and beauty items to its patients.

(iii) Notwithstanding Section 8(c) below or anything else contained herein to the contrary, so long as Kick Creek, or any other entity affiliated with Kick Creek, its subsidiaries, members, or other entity owned by any member of Kick Creek (collectively referred to as "Subsequent Owner") is the recorded owner of any Lot burdened by this Agreement, only the consent of Kick Creek or Subsequent Owner and the owner of Lot 7 are needed to change, remove or otherwise modify the restriction or non-use of a Pharmacy as described in Section 3(c)(ii) above.

4. Monument/Pylon Signs. Each Lot owner, at its sole cost and expense, shall have the right to construct and maintain a monument sign on its Lot, subject to the requirements of any applicable governmental agency.

5. Taxes. Each Lot owner shall be responsible to pay the applicable property taxes pertaining to its Lot in a timely fashion and without delay so as to not cause any liens or foreclosure of an owner's Lot by the local governing body.

6. Indemnification and Insurance.

(a) Indemnification. Each Lot owner hereby agrees to indemnify, defend and save all other Lot owners harmless from any and all liability, damage, expense, causes of action, proceedings, claims or judgments arising from injury to or death of any person or damage or destruction of any property and occurring on its Lot, except for and to the extent caused by the willful misconduct or grossly negligent act or omission of another Lot owner or tenant, or such party's agents, contractors or employees.

(b) Liability Insurance. Each Lot owner or tenant shall provide and maintain general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) insuring it against claims for personal injury, bodily injury or death, and property damage or destruction and affording protection to itself and the all other Lot owners and tenants on its Lot for a combined bodily injury and property damage limit of liability of not less than One Million Dollars (\$1,000,000) for personal injury, bodily injury or death of any one person, One Million Dollars (\$1,000,000) for personal injury, bodily injury or death of more than one person in one occurrence and Five Hundred Thousand Dollars (\$500,000) with respect to damage to or destruction of property; or in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than Two Million Dollars (\$2,000,000) per occurrence. The limits of such policies shall be reviewed by Kick Creek and adjusted in accordance with the then prevailing coverages maintained in similar developments in Salt Lake County not more than once every five (5) years. Each Lot owner or tenant shall furnish Kick Creek with certificates evidencing such insurance. Such insurance shall be written on an "occurrence" basis and as the primary policy for all claims arising out of the insured party's performance or nonperformance of its obligations under this Agreement and/or its negligent acts or omissions occurring on or about the owner's Lot (and any insurance carried by another Lot owner or tenant shall be noncontributing with such insurance), shall be written with an insurer licensed to do business in the state in which the Lot is located. The insurance company providing such insurance shall be rated at least A-VII, A.M. Best's rating. Such insurance may be a part of blanket liability coverage carried by a party so long as such blanket policy does not reduce the limits or diminish the coverage required herein.

7. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the easement areas, the to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the easement areas herein affected, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission, and subject to the control of the Lot owners. Notwithstanding any other provisions herein to the contrary, the owners of the Lots affected hereby may periodically restrict ingress and egress from the easement areas in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period

necessary to prevent the creation of a prescriptive easement and shall occur at such at time as to have a minimum effect on the parties.

8. Miscellaneous.

(a) Covenants Running with the Land. This Agreement and all of the terms and conditions contained herein shall inure to the benefit of, and be binding upon the parties hereto and their respective successors and assigns, and shall be covenants running with the land.

(b) Duration. The easements, rights and privileges created hereby shall continue for a period of ninety-nine (99) years, except that if any restrictive covenant set forth herein would expire by operation of law if not renewed, then it shall be automatically renewed for successive ten (10) year periods unless the Lot owners shall execute and record a statement terminating such restrictive covenant within sixty (60) days of the expiration of such statutory period or any ten (10) year renewal thereof.

(c) Modification, Cancellation and Delegation of Authority. Subject to paragraph 3(c)(iii) above, this Agreement may be modified or cancelled only by written consent of all record Lot owners, which consents shall not be unreasonably withheld, conditioned or delayed.

(d) No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction herein contained shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

(e) Severability. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation shall be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of all the provisions of this Agreement and all other applications of such provisions shall not be affected thereby.

(f) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

(g) Successors. This Agreement shall be binding upon the heirs, successors and assigns of the parties.

(h) Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other

costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled. Such fees and costs shall include those fees and costs incurred in any bankruptcy proceeding.

IN WITNESS WHEREOF, Kick Creek has executed this Agreement as of the date set forth above.

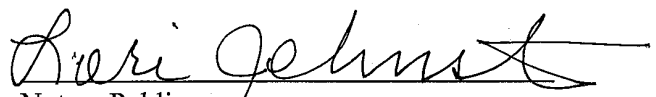
KICK CREEK, L.L.C.
a Utah limited liability company



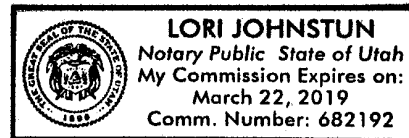
By: Ryan Peterson, Manager

STATE OF UTAH
COUNTY OF SALT LAKE

On this 30th day of August, 2017, personally appeared before me Ryan Peterson, who acknowledged before me that he executed the foregoing instrument as Manager of KICK CREEK, L.L.C.

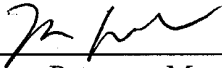


Notary Public



IN WITNESS WHEREOF, MVIII has executed this Agreement as of the date set forth above.

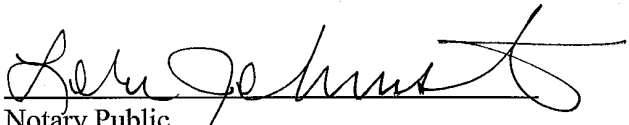
MVIII LLC,
a Utah limited liability company



By: Barrett Peterson, Manager

STATE OF UTAH
COUNTY OF SALT LAKE

On this 30th day of August, 2017, personally appeared before me Barrett Peterson,
who acknowledged before me that he executed the foregoing instrument as Manager of MVIII LLC.



Notary Public



EXHIBIT "A"
Legal Description of Lot 7

Lot 7 of the Clay Hollow B Subdivision, according to the Official Plat thereof on file and recorded April 11, 2017 as Entry No. 12512320, Book 2017P at Page 78 in the office of the Salt Lake County Recorder, State of Utah

EXHIBIT "B"
Clay Hollow B Subdivision Plat

EXHIBIT "C"
Legal Description of Parcel A

Parcel A of the Clay Hollow B Subdivision, according to the Official Plat thereof on file and recorded April 11, 2017 as Entry No. 12512320, Book 2017P at Page 78 in the office of the Salt Lake County Recorder, State of Utah