

When Recorded Mail To:

West Box Real Estate, LLC
P.O. Box 496539
Garland, Texas 75049
Attn: Christopher Aslam; Rolando Leal

With a copy to:

Gray Reed
1300 Post Oak Boulevard, Suite 2000
Houston, Texas 77056
Attn: Lindsey Postula

Tax Parcel No. 58-032-0211 (part of)

(Space above this line for Recorder's use only.)

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "**Declaration**") is made this 1~~6~~ day of November, 2022 by **WESTLAKE PARTNERS PHASE F, LLC**, a Utah limited liability company ("**Declarant**") in favor and for the benefit of **SALT ROCK HOLDINGS LLC**, a Utah limited liability company ("**Buyer**") in contemplation of the following facts and circumstances:

A. Declarant is the owner of a 32,000 square foot parcel located at approximately TBD Redwood Road, Saratoga Springs, Utah 84043 (the "**Property**") and as generally shown in Exhibit A attached hereto and incorporated herein by reference (the "**Site Plan**").

B. Declarant sold a portion of the Property to Buyer for use as a restaurant.

C. As a condition of the sale to Buyer, Declarant desires to restrict the use of its Property as set forth herein.

NOW THEREFORE, it is hereby declared as follows:

1. **Incorporations of Recitals.** The foregoing recitals are hereby incorporated into this Declaration.

2. **Restrictive Covenants.** Declarant agrees that no portion of the Property shall be utilized or occupied by any quick-serve restaurant with a drive-thru which operates as a counter order, counter pick up format, primarily selling hamburgers (the "**Restrictive Covenant**"). For purposes of these Restrictive Covenant, "primarily" shall mean fifteen percent (15%) or more of annual gross sales of hamburgers from such property or premises. The Restrictive Covenant shall be conditioned upon Buyer being open and operating on the Property as a "Jack in the Box" or similar restaurant primarily selling hamburgers; provided, however, temporary closures due to

condemnation, casualty, remodeling, alterations, or modifications shall not serve to nullify the Restrictive Covenants.

3. **Enforcement of Restrictive Covenants.** Declarant, any party to whom Declarant may assign the rights granted under this Declaration, or Buyer shall have the authority to enforce the Restrictive Covenants against any person or persons violating or attempting to violate the same and may enter proceedings at law or in equity to restrain a violation of the Restrictive Covenants and to recover damages for the breach or violation thereof. A violation of the Restrictive Covenants may result in immediate irreparable harm for which monetary damages alone are not adequate.

4. **Covenants Run with the Land.** The Restrictive Covenants created hereby shall run with the land and shall be binding upon any owner or occupant of the Property or any part thereof.

5. **Amendment.** This Declaration may be amended only by recorded written instrument signed by Declarant, or its successors and assigns, and Buyer. Any such amendment shall take effect upon such recording.

6. **No Third-Party Beneficiary.** This Declaration has been executed and recorded for the benefit of Buyer. No other party shall be construed to be an intended third-party beneficiary of any of the rights, duties or obligations set forth herein and no party other than Buyer shall, therefore, have the right to enforce any provision hereof.

7. **Liberal Interpretation.** The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

8. **Captions.** The titles, headings and captions used herein are for convenience only and are not a part of this Declaration and shall not be considered in construing, nor shall same be used to limit or amplify the terms and provisions hereof.

9. **Invalidity of Provision.** If any provision of this Declaration as applied to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Declaration, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Declaration as a whole.

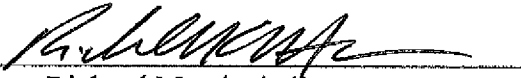
10. **Governing Law.** This Declaration and the exhibit attached hereto shall be governed by and construed under the laws of the State of Utah.

[signature page follows]

EXECUTED to be effective as of the date of recording in the Office of the Utah County Recorder.

Declarant:

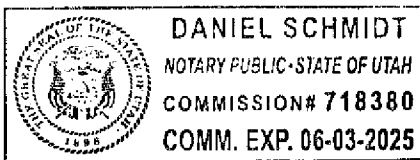
WESTLAKE PARTNERS PHASE F, LLC,
a Utah limited liability company


By: 
Name: Richard Mendenhall
Its: Manager

STATE OF UTAH)
) ss:
COUNTY OF UTAH)

On the 18 day of November, 2022, personally appeared before me, a Notary Public, Richard Mendenhall, the Manager of WESTLAKE PARTNERS PHASE F, LLC, a Utah limited liability company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of WESTLAKE PARTNERS PHASE F, LLC, a Utah limited liability company.

WITNESS my hand and official Seal.




Notary Public in and for said State
My commission expires: 6/3/25

[SEAL]

EXHIBIT A

(Legal Description of the Property)

SARATOGA COMMERCIAL PROPOSED LOT 602

A portion of the Northwest Quarter of Section 14, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Saratoga Springs, Utah, described as follows:

Beginning at point located N00°22'47"E along the Section Line 663.73 feet and East 2329.46 feet from the West Quarter Corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence North 53.92 feet; thence East 126.27 feet; thence North 45.53 feet; thence East 153.94 feet to the West line of Redwood Road; thence S00°30'32"W along said West line 147.23 feet; thence S89°59'58"W 215.66 feet; thence North 47.78 feet; thence West 63.25 feet to the point of beginning.

Contains: ±0.74 Acres

32,388 Sq. Ft.

Parcel No.: 58-032-021.1 (part of)

(Approximate Depiction Follows)

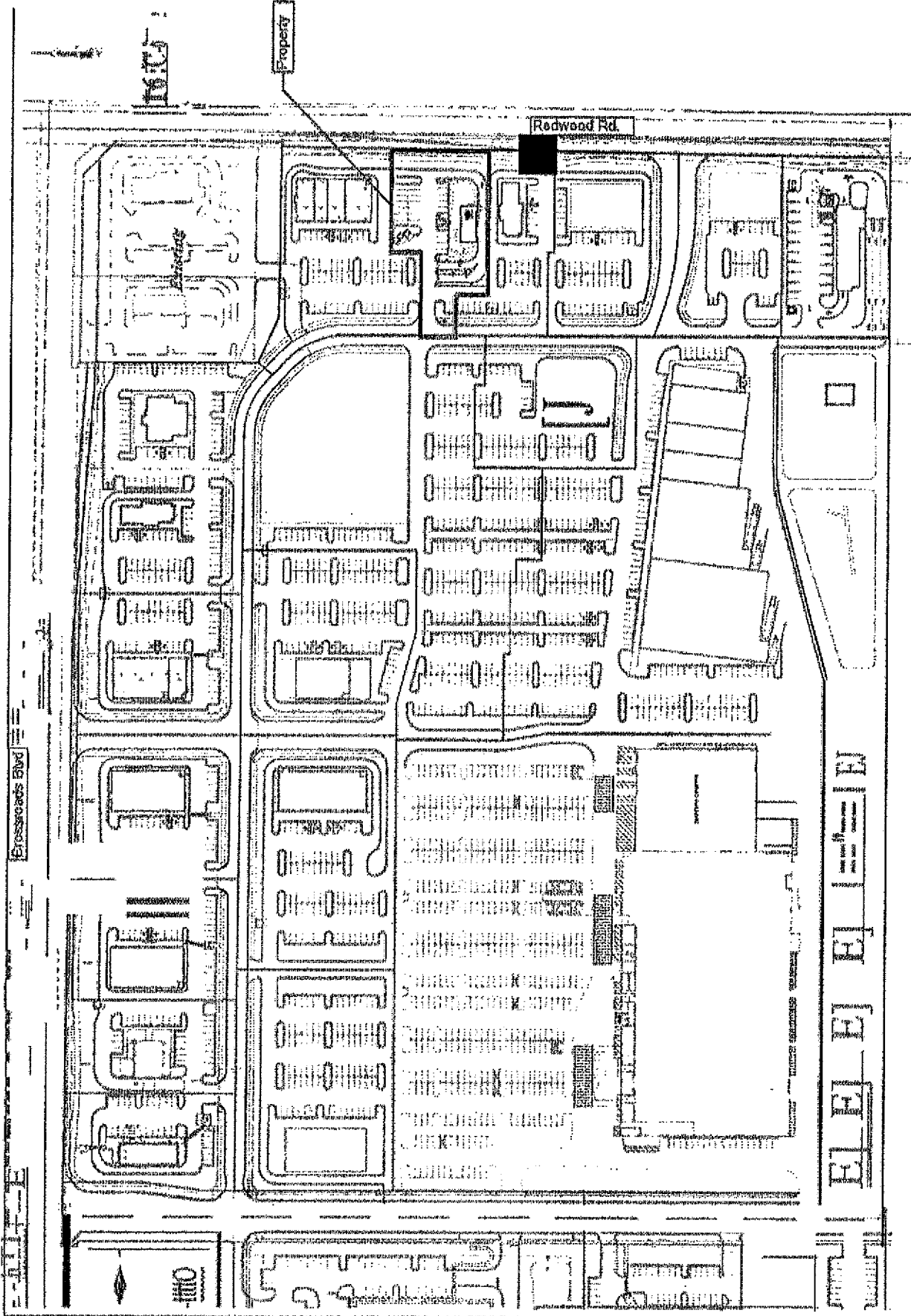


EXHIBIT B

(Depiction of the Non-Compete Area)

SARATOGA COMMERCIAL NON-COMPETE AREA

A portion of the Northwest Quarter of Section 14, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Saratoga Springs, Utah, described as follows:

Beginning at point in the south boundary line of PLAT D, SARATOGA SPRINGS COMMERCIAL subdivision according to the official plat thereof on file in the office of the Utah County Recorder, said point being located N00°22'47"E along the Section Line 986.40 feet and East 2003.46 feet from the West Quarter Corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence along the boundary of said subdivision the following four (4) courses: thence S89°43'27"E 169.33 feet; thence along the arc of a curve to the right 90.11 feet with a radius of 123.00 feet through a central angle of 41°58'23", chord: S68°44'15"E 88.10 feet; thence S47°45'04"E 15.06 feet; thence N42°14'56"E 28.88 feet to the Southwest corner of Plat "A", GATEWAY AT SARATOGA SPRINGS subdivision; thence along the Southerly boundary of said subdivision the following two (2) courses: S66°38'54"E 74.77 feet; thence S89°22'39"E 254.95 feet to the West line of Redwood Road; thence along said West line the following three (3) courses: S00°30'32"W 483.35 feet; thence S01°24'07"W 300.11 feet; thence S00°22'43"W 140.69 feet to the Quarter Section Line; thence S89°48'52"W along said Quarter Section Line 269.16 feet; thence North 383.47 feet; thence West 199.30 feet; thence North 329.45 feet; thence West 124.56 feet; thence North 265.90 feet to the point of beginning.

Contains: ±9.28 Acres

±404,371 Sq. Ft.

