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RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 19 P.

After recording, return to:

America First Federal Credit Union
Attn: Operation Services
Post Office Box 9199
Ogden, Utah 84409

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS (this "**Declaration**") is made and entered into as of this 8 day of Oct., 2021, by AMERICA FIRST FEDERAL CREDIT UNION, a federally chartered credit union ("**Declarant**"), with respect to the following:

RECITALS

A. Declarant is the owner of those certain parcels of real property located in West Valley City, Salt Lake County, State of Utah, more particularly described as follows:

LOT 1, AFFCU 3500 SOUTH SUBDIVISION AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED DECEMBER 6, 2013 AS ENTRY NO. 11771314 IN BOOK 2013P AT PAGE 254 OF OFFICIAL RECORDS.

SUBJECT TO THOSE EASEMENTS APPURTENANT THERETO, SET FORTH AND DISCLOSED BY THAT CERTAIN CROSS-EASEMENT AGREEMENT RECORDED FEBRUARY 21, 1989 AS ENTRY NO. 4738354 IN BOOK 6105 AT PAGE 892 OF OFFICIAL RECORDS, AS AMENDED BY AMENDMENT NO. 1 TO CROSS-EASEMENT AGREEMENT RECORDED JULY 28, 1989 AS ENTRY NO. 4804543 IN BOOK 6146 AT PAGE 2759 OF OFFICIAL RECORDS, AS AMENDED BY AMENDMENT NO. 2 TO CROSS-EASEMENT AGREEMENT RECORDED JANUARY 31, 2005 AS ENTRY NO. 9287430 IN BOOK 9089 AT PAGE 6268 OF OFFICIAL RECORDS, AS AMENDED BY AMENDMENT NO. 3 TO CROSS-EASEMENT AGREEMENT RECORDED JANUARY 3, 2014 AS ENTRY NO. 11784849 IN BOOK 10203 AT PAGE 3650 OF OFFICIAL RECORDS, AS AMENDED BY AMENDMENT NO. 4 TO CROSS-EASEMENT AGREEMENT RECORDED DECEMBER 14, 2017 AS ENTRY NO. 12679531 IN BOOK 10629 AT PAGE 6330 OF OFFICIAL RECORDS.

Land Tax Serial No.: 14-25-476-021

("Lot 1")

LOT 2A, AFFCU 3500 SOUTH SUBDIVISION AMENDED, ACCORDING TO THE OFFICIAL PLAT RECORDED DECEMBER 6, 2013 AS ENTRY NO. 11771314 IN BOOK 2013P AT PAGE 254 OF OFFICIAL RECORDS.

SUBJECT TO THOSE EASEMENTS APPURTENANT THERETO, SET FORTH AND DISCLOSED BY THAT CERTAIN CROSS-EASEMENT AGREEMENT RECORDED FEBRUARY 21, 1989 AS ENTRY NO. 4738354 IN BOOK 6105 AT PAGE 892 OF OFFICIAL RECORDS, AS AMENDED BY AMENDMENT NO. 1 TO CROSS-EASEMENT AGREEMENT RECORDED JULY 28, 1989 AS ENTRY NO. 4804543 IN BOOK 6146 AT PAGE 2759 OF OFFICIAL RECORDS, AS AMENDED BY AMENDMENT NO. 2 TO CROSS-EASEMENT AGREEMENT RECORDED JANUARY 31, 2005 AS ENTRY NO. 9287430 IN BOOK 9089 AT PAGE 6268 OF OFFICIAL RECORDS, AS AMENDED BY AMENDMENT NO. 3 TO CROSS-EASEMENT AGREEMENT RECORDED JANUARY 3, 2014 AS ENTRY NO. 11784849 IN BOOK 10203 AT PAGE 3650 OF OFFICIAL RECORDS, AS AMENDED BY AMENDMENT NO. 4 TO CROSS-EASEMENT AGREEMENT RECORDED DECEMBER 14, 2017 AS ENTRY NO. 12679531 IN BOOK 10629 AT PAGE 6330 OF OFFICIAL RECORDS.

Land Tax Serial No.: 14-25-476-022

("Lot 2A")

Lot 1 and Lot 2A are herein referred to collectively as the **"Properties"**.

B. Declarant has developed and constructed improvements on Lot 1 for the operation of a credit union branch.

C. Declarant intends to sell Lot 2A to PANADERIA ALICIAS, LLC, a Utah limited liability company ("**Alicias**"), for the commercial development of a bakery.

D. As the owner of Lot 1, Declarant will continue to have an interest in the orderly development and use of Lot 2A and would not sell Lot 2A or any portion thereof without the imposition of the covenants, conditions and restrictions and the reservation of easements set forth in this Declaration.

E. Declarant desires (i) to restrict and set forth terms for the development and use of Lot 2A for the benefit of Lot 1; (ii) to reserve an easement for utilities over Lot 2A; and (iii) to set forth terms by which the easement will be maintained and repaired, all on the terms and conditions set forth below.

F. Declarant will hereafter hold and convey title to Lot 2A subject to the covenants, conditions and restrictions hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that Lot 2A shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to this Declaration which shall run with the land and be binding on all parties having any right, title or interest in Lot 2A or any part thereof, their successors and assigns, and which shall inure to the benefit of the same.

1. RESTRICTION ON DEVELOPMENT.

(a) Restrictive Uses. No portion of Lot 2A shall be occupied or used, directly or indirectly, for any of the following uses: (i) a financial institution including bank, credit union or savings and loan, (ii) an insurance or investment brokerage without the prior written approval of the Declarant, which shall not be unreasonably withheld, conditioned or delayed provided the insurance or investment products do not compete with products offered by the Declarant, or (iii) a fitness center, gymnasium or activity center within two hundred (200) feet of Lot 1. No portion of the Properties, including Lot 1, shall be occupied or used, directly or indirectly, for any of the following uses: (i) a tavern, bar or saloon or any enterprise that allows games of chance including pool, darts or video games; (ii) a payday lending facility or pawn shop; (iii) sexual oriented business including a massage parlor; (iv) arcades; (v) flea markets; (vi) dance club; (vii) movie theater; (viii) nightclub or dancehall; (ix) bowling alley; (x) skating or roller rink; (xi) smoke shop; (xii) auctioneering enterprise; (xiii) head shop; (xiv) funeral home; (xv) to the extent allowed by law, halfway house, addiction, rehabilitation center, detention center or homeless shelter; (xvi) enterprise selling fireworks; (xvii) distilling, refining, smelting, agricultural, animal raising or boarding (other than consumer pet shops) or mining operations; (xviii) any short or long-term residential use; (xix) any primary use as a warehousing, assembling, manufacturing, waste processing or other industrial operation; (xx) liquor stores; and (xxi) any business or facility whose primary use or primary business purpose includes growing, delivering, transferring, supplying, dispensing, disbursing, 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.

(b) Hazardous Material. Owners of lots within the Properties shall not cause or permit any Hazardous Material to be brought upon or used in or about the Properties by owners, their agents, employees, contractors, or invitees without complying with all federal, state, and local laws or regulations applicable to any such Hazardous Material, including, without limitation, obtaining proper permits. Each owner shall defend, indemnify, and hold harmless the others and their agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney and consultant fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (i) the presence, disposal, release, or threatened release of any such Hazardous Material by such owner which is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise

at the owner's lot; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Material; (iii) any lawsuit brought or threatened, settlement reached or governmental order relating to such Hazardous Material; and/or (iv) any violation by such owner of any laws applicable thereto.

(c) Development.

(i) *Development Covenants.* The development of Lot 2A, including all improvements, is subject to the approval of Declarant, including, but not by way of limitation, (i) all site plans including setbacks, renderings, elevations, landscaping renderings, location and configuration of parking lots and drive aisles and building envelopes including any and all extensions thereof (the "**Building Plans**") a copy of which are affixed hereto as **Exhibit "A"**, and (ii) at least thirty (30) days prior to the commencement of construction, the written approval by Declarant of a full set of design plans and specifications to be provided by Alicias.

(ii) *Sight Line Requirements.* So as to ensure adequate sight lines and the visibility of the improvements to Lot 1, no vertical obstruction greater than thirty-six inches (36") high shall be maintained within the Sight Line Triangle as depicted in **Exhibit "B"**.

(d) General Restrictions on Use. Neither Lot 1 nor Lot 2A shall be used or be permitted to be used for any use which is a public nuisance or which is likely to generate public protest or controversy interfering with any business operating within the Properties.

(e) Declarant's Repurchase Option. Alicias intends to develop and operate Lot 2A as a bakery and for the manufacture and sale of baked goods and related products and for no other use or purpose (the "**Permitted Use**"). In accordance therewith, Alicias intends to construct a single occupant building consistent with the approved Final Plans (**Alicias' Work**). Alicias shall complete Alicias' Work in accordance with the Final Plans and initially open for business to the general public operating as the Permitted Use within thirty-six (36) months following the Closing Date as such date may be extended due to Force Majeure (defined below) (the "**Repurchase Option Trigger Date**"). Declarant shall have the right, but not the obligation, to exercise an option to repurchase Lot 2A, together with all of Alicias' Work as of the date of the repurchase at an amount equal to ninety percent (90%) of the Purchase Price (the "**Repurchase Option**") at any time after the Repurchase Option Trigger Date until Alicias opens for business to the general public operating as the Permitted Use by delivering written notice thereof (an "**Option Notice**") to Alicias. The purchase made pursuant to the Repurchase Option shall be conducted through Title Company, and Alicias shall convey fee title to Lot 2A to Declarant or Declarant's designee by special warranty deed, and Declarant shall obtain, at the close of escrow, a title policy for Lot 2A in favor of Declarant in form similar to the title policy obtained by Alicias at the Closing. Such title policy shall be issued subject to only those exceptions to title set forth in the title policy obtained by Alicias, together with any additional encumbrances or modifications to existing encumbrances as may have been specifically requested or required by

Declarant. All escrow costs and other closing costs shall be split in the same manner as in the transaction by which Declarant sold Lot 2A to Alicias. The escrow for the repurchase shall close on or before the date which is sixty (60) days after the date of delivery of the Option Notice by Declarant to Alicias; unless Declarant, in its sole discretion elects to close the escrow on an earlier date. Upon transfer of Lot 2A to Declarant, Alicias shall be deemed to have transferred and assigned to Declarant all plans, specifications, materials, goods, equipment, improvements and other property and interests related to Lot 2A and Alicias' Work, and Alicias shall execute such further documents, instruments and instructions as may be necessary or appropriate to evidence and perfect such transfer and assignment. Such transfer and assignment shall be made without further consideration or expense to Declarant. Alicias shall be solely responsible for all amounts due architects, engineers, contractors, subcontractors, laborers, suppliers and all other costs and expenses incurred by Alicias and any fees that may be charged Declarant by such parties as a condition to the transfer or use of such materials and shall ensure that all amounts due such persons or entities are promptly paid. After the expiration of the Repurchase Option and within ten (10) days of Alicias' written request, Declarant shall execute, acknowledge and deliver to Alicias a termination of the Repurchase Option in recordable form which Alicias, at its own cost and expense, may cause to be recorded in the Official Records. "**Force Majeure**" as used in this Section shall mean construction that is made impossible by any prevention, delay or stoppage caused by strikes; lockouts; labor disputes; acts of God including but not limited to pandemic such as COVID-19; inability to obtain services, labor or materials or reasonable substitutes for those items; government actions; civil commotions; fire or other casualty; or other causes beyond the reasonable control of Alicias.

2. EASEMENTS

(a) Reservation of Utility Easement. Declarant, for itself and its successors and assigns, hereby reserves unto itself a perpetual non-exclusive easement for utilities for the benefit of Lot 1 over and across Lot 2A, not less than twenty feet (20') in width as generally depicted in Exhibit "B" and more particularly described in **Exhibit "C"** attached hereto (the "**Utility Easement**"), together with an access easement from Lot 1 over and across Lot 2A for the purposes of maintaining, repairing and replacing utility lines and all necessary or desirable accessories and appurtenances thereto.

(b) Traffic Flow. Except as may be reasonably necessary in connection with construction, maintenance and/or repair undertaken and performed in accordance with this Declaration, no walls, fences or barriers of any sort or kind shall be erected within the Utility Easement, provided, however, reasonable traffic controls including, without limitation, stop signs and directional barriers as may be necessary to guide and control the orderly flow of traffic may be installed by Alicias to the extent such controls do not materially and adversely affect the or Utility Easement.

3. MAINTENANCE OF ACCESS EASEMENT AND UTILITY EASEMENT

(a) Credit Union Drive Aisle. Lot 2A as the beneficial use of an access easement over and across Lot 1 from 3500 South Street for purposes of accessing Lot 2A (the “**Credit Union Drive Aisle**”). Declarant shall operate, maintain and keep in reasonably good condition and repair the Credit Union Drive Aisle, including, but not limited to, the following:

(i) Maintaining all paved surfaces of the Credit Union Drive Aisle in a smooth and evenly covered condition, which maintenance work shall include, without limitation, cleaning, sweeping, restriping, repairing and resurfacing of the same using surface materials of a quality equal or superior to the original surfacing material;

(ii) Removal of all papers, debris, filth and refuse that may from time to time be located on the Credit Union Drive Aisle to the extent necessary to keep the same in a reasonably clean and orderly condition;

(iii) Placing, keeping in repair and replacing any appropriate directional signs, markers, lines and bumpers on the Credit Union Drive Aisle;

(iv) Keeping the Credit Union Drive Aisle free from obstructions not required or permitted hereunder;

(v) Complying with all applicable laws, rules, regulations, orders, decrees, ordinances and other requirements of all governmental bodies and agencies pertaining to the Credit Union Drive Aisle including, without limitation, any alterations or additions required to be made to or safety appliances and devices required to be maintained on or about the Credit Union Drive Aisle. In the event of any damage to the Credit Union Drive Aisle or any portion thereof caused by the act or omission of Alicias, its occupants or permittees, such damage shall be repaired and restored immediately by the Declarant at Alicias’ sole cost and expense. In the event of any damage to the Credit Union Drive Aisle or any portion thereof caused by the act or omission of the Declarant, its occupants or its permittees, such damage shall be repaired and restored immediately by the Declarant at the Declarant’s sole cost and expense.

(b) Payment for Maintenance and Repair. Alicias shall reimburse Declarant for a proportionate share of the reasonable actual costs of maintaining, repairing and replacing the Credit Union Drive Aisle together with a ten percent (10%) administrative fee on such costs. For purposes of this paragraph, a “proportionate share” shall be twenty-five percent (25%) of such costs. Alicias shall pay such reimbursement within thirty (30) days of receiving an invoice from Declarant.

(c) Default. In the event that Declarant fails to adequately and reasonably maintain the Credit Union Drive Aisle, and after thirty (30) days of the Declarant having received written notice from Alicias, if Declarant has not commenced to adequately and reasonably maintain the

Credit Union Drive Aisle, Alicias may undertake such steps as it determines necessary to maintain the Credit Union Drive Aisle and the Declarant shall pay the reasonable cost expended for such maintenance, repair and replacement.

(d) Utility Easements. Declarant shall, at its expense, construct, reconstruct, operate, maintain, repair and replace the utility lines and all necessary or desirable accessories and appurtenances thereto under the surface of the utility easement.

4. INDEMNIFICATION AND INSURANCE

(a) Indemnity. Each owner, including the Declarant, shall indemnify, defend and hold harmless the other owners and their affiliates, members, managers, agents, tenants and representatives for, from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property resulting from the negligent or willful act or omission of the indemnifying owner, arising out of the performance of any of the obligations set forth in this Agreement, the indemnifying owner's use of the Utility Easement or Credit Union Drive Aisle, or the indemnifying owner's breach of this Agreement, except to the extent such claims are due in part to the gross negligence or willful act or omission of any other owner. The indemnities provided herein are ones of first defense and payment, not of reimbursement or surety and shall in no way be limited by or to the amount of insurance carried or required to be carried hereunder. The obligations of this section shall survive the termination of this Declaration.

(b) Insurance. Commencing on the first use by each owner, including Declarant, of the Utility Easement or Credit Union Drive Aisle for the purposes described in Section 2 hereof and during the term of this Declaration, each owner shall provide and maintain commercial general liability insurance insuring against claims for personal injury, bodily injury or death, and property damage or destruction. The limits of liability of each insurance policy required under the preceding sentence shall be not less than \$1,000,000 for personal injury or bodily injury or death of any one person and \$3,000,000 for personal injury or bodily injury or death in the aggregate. The insurance policy required under this Section 4 shall insure the performance of each owner of the indemnity agreements and obligations contained herein and shall be written with an insurer licensed to do business in the state of Utah and each owner shall name the other as additional insureds under their respective policies. Upon any owner's request, the other owners shall provide the owner with a certificate of insurance which shall indicate all insurance coverage required by the provisions herein. Such insurance policies shall contain a clause stating that there shall be no reduction, modification, cancellation, or non-renewal of coverage without giving the other owners thirty (30) days' prior written notice. Such insurance shall also be issued by insurers having an A.M. Best rating of at least A- VII, be endorsed to provide that the insurance shall be primary to and not contributory to any similar insurance carried by such owner, and shall contain a severability of interest clause.

5. ENFORCEMENT

The Declarant and Alicias shall have the right to enforce by proceedings at law or in equity, all of the terms, provisions, covenants, conditions and restrictions of this Declaration, including the right to prevent the violation of any of the same and the right to recover damages or other amounts for such violation. Failure by the Declarant or Alicias to enforce any term, provision, covenant, condition or restriction of this Declaration in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or of any other term, provision, covenant, condition or restriction herein contained.

6. MISCELLANEOUS

(a) Termination and Modification. Provided there is no material adverse effect on Lot 2A, this Declaration may be amended by Declarant at its reasonable discretion. Otherwise, this Declaration may be terminated or modified only by an instrument signed by the owners of Lot 1 and Lot 2A and their respective successors or assigns, and recorded in the Records of the Salt Lake County Recorder.

(b) Not a Public Dedication. Nothing herein contained shall be deemed a gift or dedication of any portion of the Properties to the general public or for any public use or purpose whatsoever, it being the intention and understanding that this Declaration shall be strictly limited to and for the purposes herein expressed.

(c) Severability. If any term, provision, covenant, condition or restriction of this Declaration, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void, or unenforceable, all terms, provisions, covenants, conditions and restrictions of this Declaration and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

(d) Captions and Headings. The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, provisions, covenants, conditions or restrictions contained herein.

(e) Interpretation. Whenever the context requires in construing the provisions of this Declaration, the use of a gender shall include both genders, use of the singular shall include the plural, and use of the plural shall include the singular. The word "including" shall be construed inclusively, and not in limitation, whether or not the words "without limitation" or "but not limited to" (or words of similar import) are used with respect thereto. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

(f) Governing Law. The laws of the State of Utah shall govern the validity, construction, performance and effect of this Declaration.

(g) Attorneys' Fees and Costs. In the event any action or proceeding shall be instituted in connection with this Declaration, the nonprevailing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing or defending such action or proceeding and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action or proceeding and shall be paid whether or not such action or proceeding is prosecuted to final judgment.

(h) Rights of Successors and Assigns. The covenants, conditions, restrictions, benefits and obligations hereunder shall be perpetual and shall create mutual benefits and servitudes upon the Properties that run with the land. This Declaration shall bind and inure to the benefit of the owners and all parties having any right, title or interest in the Properties and their respective successors and assigns.

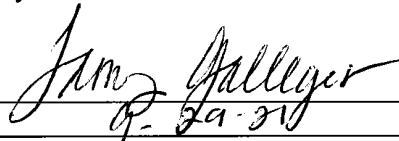
(i) Breach. No breach of this Declaration shall entitle any party to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such party may have hereunder by reason of any breach of this Declaration.

(j) Mortgagee Protection Provision. The breach of any of the foregoing covenants, conditions and restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust lien on Lot 1 or Lot 2A that is made in good faith and for value; provided, however, that all of the covenants, conditions and restrictions contained herein shall be binding upon and effective against the owner of a parcel whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding from and after the date of such foreclosure, trustee's sale or other foreclosure proceeding.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

"DECLARANT"

AMERICA FIRST FEDERAL CREDIT UNION, a
federally chartered credit union

By: 
Its: 07-29-20
EVP / CEO

STATE OF UTAH)
)
) : ss.
COUNTY OF Weber)

On this 29 day of Sept, 2021, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, Tammy Gallegos, EVP (title) of AMERICA FIRST FEDERAL CREDIT UNION, a federally chartered credit union, signer of the foregoing instrument, and acknowledged he/she executed the same on behalf of said company. Witness my hand and official seal.



NOTARY PUBLIC

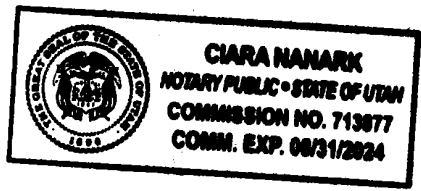


Exhibit "A"

Building Plans

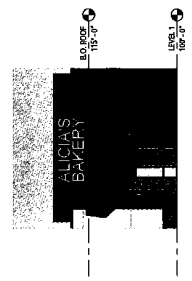
NOT FOR CONSTRUCTION

WEST VALLEY RETAIL
Project Address

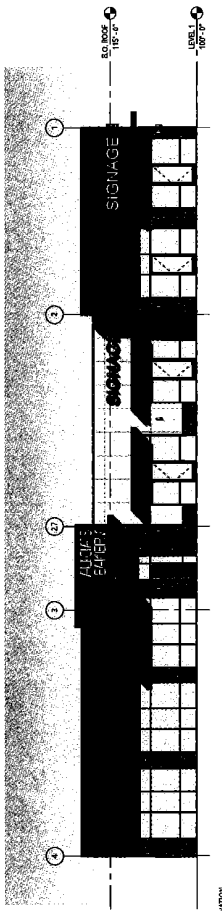
SHEET: EXTERIOR ELEVATIONS
 DATE: 10/21/19
 DRAWN BY: [Redacted]
 CHECKED BY: [Redacted]
 PROJECT: WEST VALLEY RETAIL

MINT ARCHITECTURE
 1000 S. 1000 E., SUITE 100
 WEST VALLEY, UT 84143
 TEL: 801.375.1100
 WWW.MINTARCHITECTURE.COM

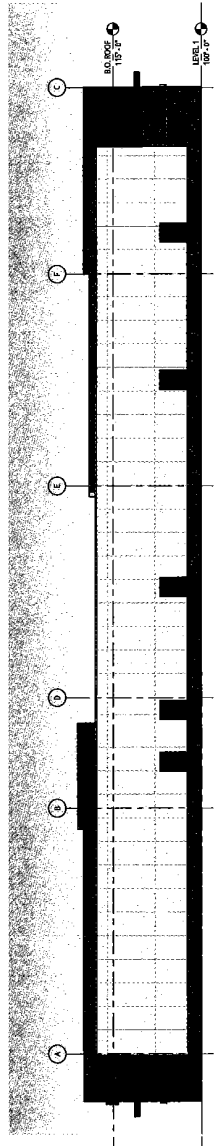
WEST ELEVATION 1/8" = 1'-0"



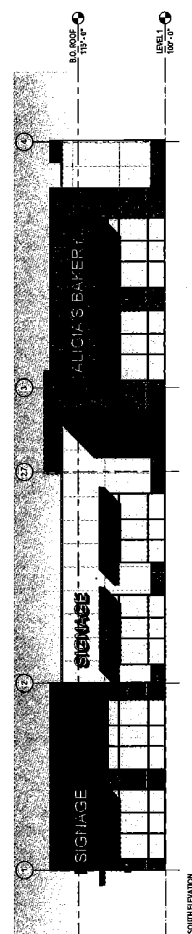
NORTH ELEVATION 1/8" = 1'-0"



EAST ELEVATION 1/8" = 1'-0"



SOUTH ELEVATION 1/8" = 1'-0"



EXTERIOR MATERIALS
 BRICK
 1/2" x 4" x 8" BRICK
 METALLIC PAINTING
 STUCCO

1 2 3 4 5 6 7

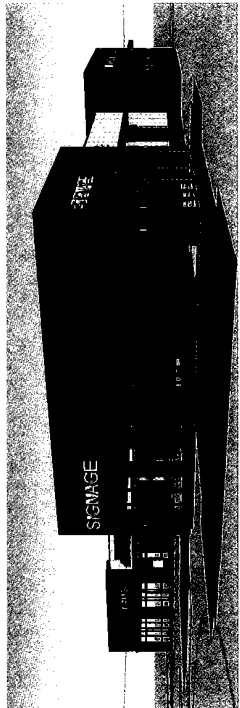
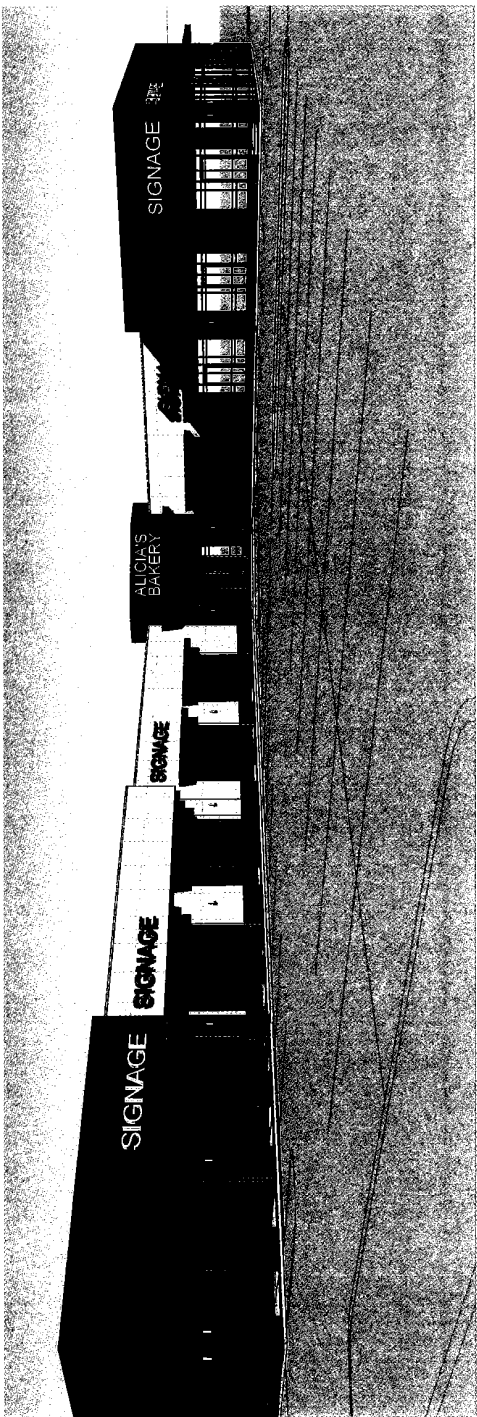
NOT FOR CONSTRUCTION



DATE: 01/15/2019
 DRAWN BY: [Name]
 CHECKED BY: [Name]

Project Address
 WEST VALLEY RETAIL

DATE	DESCRIPTION	BY	DATE



1 2 3 4 5 6 7

B

D

C

B

A

Exhibit "B"

Site Plan

DATE:	11/20/2018
PROJECT:	ALICIA'S BAKERY
OWNER:	ALICIA'S BAKERY, INC.
DRAWN BY:	[REDACTED]
CHECKED BY:	[REDACTED]
APPROVED BY:	[REDACTED]

LEGEND

PROPERTY LINE	---
ADJACENT PROPERTY LINE	----
EXISTING DRIVE	==
EXISTING SIDEWALK	-·-
EXISTING CURB	-·-
EXISTING UTILITY	-·-
EXISTING FENCE	-·-
EXISTING WALL	-·-
EXISTING LANDSCAPE	-·-
EXISTING TREE	o
EXISTING SHRUB	o
EXISTING GRASS	o
EXISTING PAVEMENT	o
EXISTING ASPHALT	o
EXISTING CONCRETE	o
EXISTING BRICK	o
EXISTING STONE	o
EXISTING METAL	o
EXISTING WOOD	o
EXISTING PLASTER	o
EXISTING GYPSUM	o
EXISTING PUTTY	o
EXISTING PAINT	o
EXISTING STAIN	o
EXISTING GRADIENT	o
EXISTING ELEVATION	o
EXISTING AREA	o
EXISTING POINT	o
EXISTING MARK	o
EXISTING SURFACE	o
EXISTING STRUCTURE	o
EXISTING EQUIPMENT	o
EXISTING FIXTURE	o
EXISTING FURNITURE	o
EXISTING SIGNAGE	o
EXISTING LIGHTING	o
EXISTING SECURITY	o
EXISTING SCHEDULING	o
EXISTING CONSTRUCTION	o
EXISTING REMEDIATION	o
EXISTING RESTORATION	o
EXISTING MAINTENANCE	o
EXISTING REPAIR	o
EXISTING REPLACEMENT	o
EXISTING MODIFICATION	o
EXISTING ADDITION	o
EXISTING DELETION	o

PROPERTY OVERVIEW:

TOTAL AREA	1.18 ACRES
464,819 SQFT	
CURRENT ZONING	C2
DESIGNATED ZONING	C2

BUILDINGS:

TOTAL BUILDING AREA	11,591 SQFT
COMMERCIAL UNITS	0
RESIDENTIAL UNITS	0
LANDSCAPING	0 SQ FT
REQUIRED	1,845 SQ FT (15%)
PROVIDED	26,250 SQ FT (240%)

NOTE: ALL VALUES DIMENSIONED HEREIN TO BE CONFORMANT WITH ALL APPLICABLE DIMENSIONAL STANDARDS (D.S.)

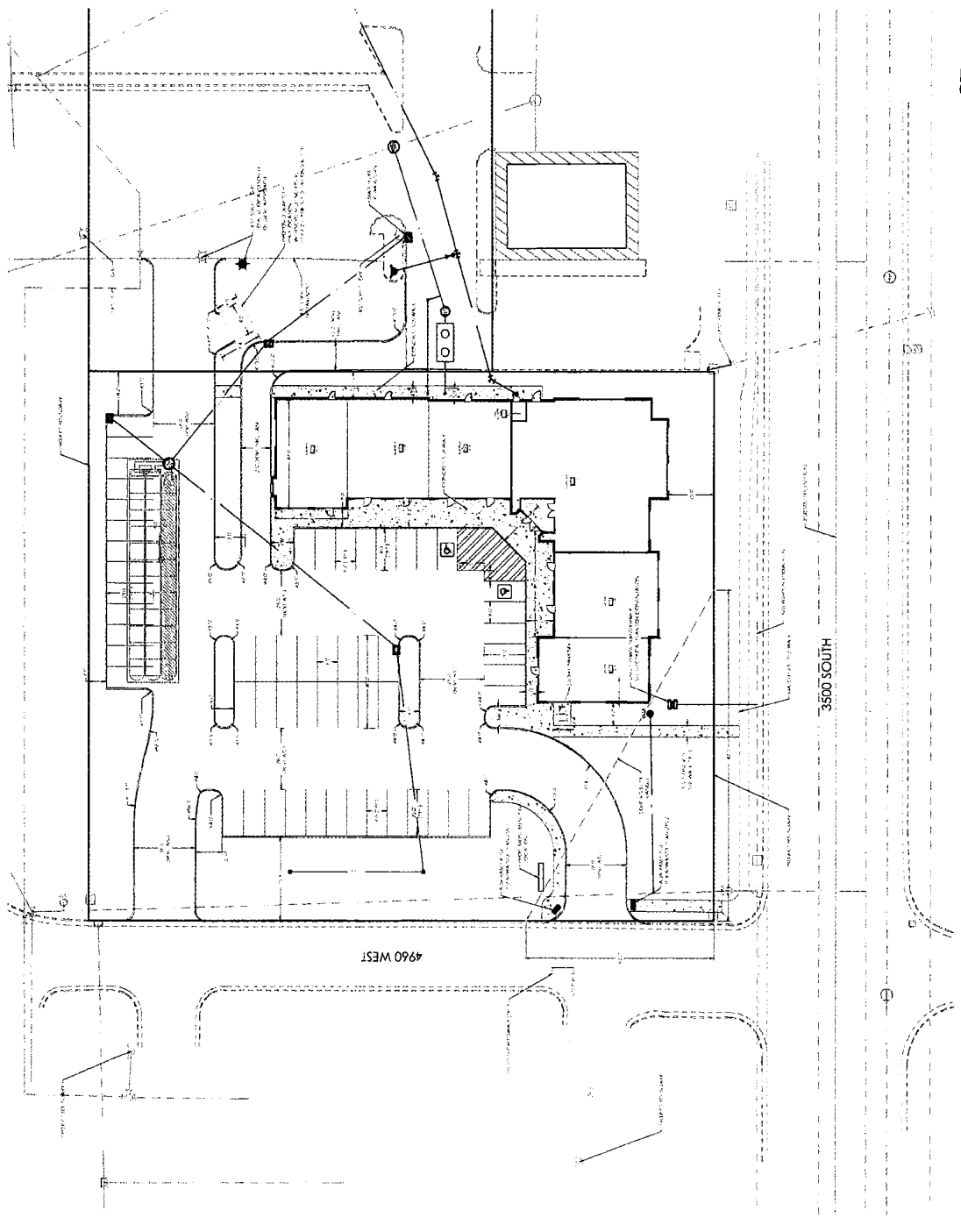
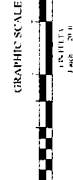


Exhibit "C"

Legal Description of the Utility Easement

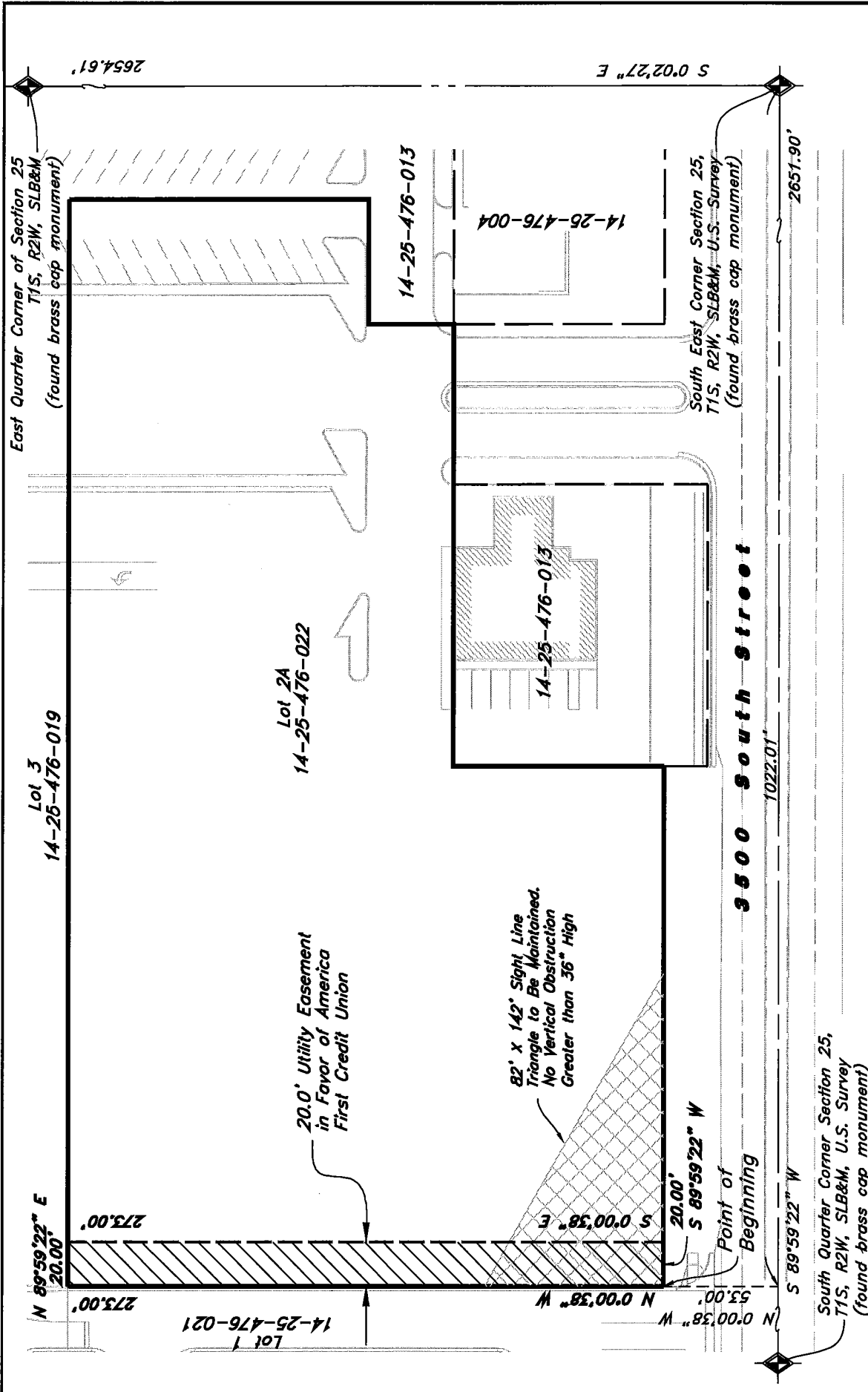
20' wide AFFCU Utility Easement

April 1, 2021

A 20-foot-wide Utility Easement, being the West 20 feet of Lot 2A, AFFCU 3500 South Subdivision Amended recorded as Entry No. 11771314 in Book 2013P at Page 254 of the Official Records of Salt Lake County, coincident with the Easterly Line of Lot 1 of said Subdivision, located in the Southeast Quarter of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in West Valley City, Salt Lake County, Utah, more particularly described metes and bounds as follows:

Beginning at the Southeast Corner of Lot 1 of said Subdivision, on the Northerly Line of 3500 South Street as it exists at 53.00 foot half-width, located 1022.01 feet South 89°59'22" West along the Section Line; and 53.00 feet North 0°00'38" West to said Northerly Line from a Brass Cap Monument found marking the Southeast Corner of said Section 25; and running thence North 0°00'38" West 273.00 feet along the Easterly Line of said Lot 1 to the Northeast Corner thereof; thence North 89°59'22" East 20.00 feet along the South Line of Lot 3 of said Subdivision; thence South 0°00'38" East 273.00 feet to said Northerly Line of said 3500 South Street; thence South 89°59'22" West 20.00 feet along said Northerly Line to said Southeast Corner of Lot 1 and the point of beginning.

Contains 5,460 sq. ft.



Designed By: NW	A	Exhibit A
Drafted By: NE		
Client Name: AFCCU		
15-089EX-A		
1 Apr, 2021	AFCU West Valley 5000 W. 5000 West & 3500 South West Valley City, UT	
 ANDERSON WAHLEN & ASSOCIATES 2010 North Rockwood Road, East Lake City, Utah 84116 801.821.8829 - ahwa.com/ut		
Scale: 1" = 60'		