

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Buchalter
60 E. South Temple, Suite 1200
Salt Lake City, UT 84111
Attn: Keven Rowe

14170564 B: 11454 P: 3138 Total Pages: 15
11/02/2023 11:13 AM By: VAnguyn Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

APN: 14-32-201-154, 14-32-201-157
14-32-201-153, 14-32-201-156

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CROSS ACCESS AND RESTRICTIVE COVENANT AGREEMENT

THIS CROSS ACCESS AND RESTRICTIVE COVENANT AGREEMENT (“**Agreement**”) is made as of October 26, 2023, to be effective as of the date of recording hereof (the “**Effective Date**”), by MWIC MAGNA, LLC, a Utah limited liability company (“**Declarant**”).

RECITALS:

A. Declarant is the fee owner of certain real property located in the City of Magna, County of Salt Lake, State of Utah, more particularly described in Exhibit “A” attached hereto (“**Property**”). The Property is composed of three separate parcels, shown as parcels 1, 2, and 3 (referred to herein as “**Parcel 1**”, “**Parcel 2**”, and “**Parcel 3**”, respectively) in the plat map attached hereto as Exhibit “B” (“**Plat**”). Parcel 1, Parcel 2, and Parcel 3, may be referred to herein collectively as the “**Parcels**” or individually as a “**Parcel**” and Parcel 2 and Parcel 3 may be referred to herein as collectively the “**Retail Parcels**”). The then-current owner or owners, from time to time, of Parcel 1, Parcel 2, and Parcel 3, are referred to herein as the “**Parcel 1 Owner**”, “**Parcel 2 Owner**”, and “**Parcel 3 Owner**”, respectively, and may be referred to collectively as the “**Owners**”, or individually as an “**Owner**”.

B. The Declarant intends that the Property shall be developed substantially as depicted on the site plan attached hereto as Exhibit “C” (the “**Site Plan**”).

C. Declarant has constructed or will construct (i) an access road on the Property, which is depicted on the Plat as Arbor Park Drive (“**Access Road**”); (ii) certain utility infrastructure within the Access Road and otherwise stubbed to the boundaries of each of the Parcels, including gas, electric, telephone, fiber optic and cable television lines, conduits or systems, and similar reasonable and necessary utilities or services (the “**Utility Infrastructure**”), and (iii) certain landscaping improvements along 8400 West and the Access Road as may be required by applicable governmental authorities in connection with the development of the Property (the “**Landscaping**”); the Access Road, the Utility Infrastructure and the Landscaping, collectively, the “**Improvements**”).

D. Parcel 1 is intended to be developed as a multifamily project and Parcel 2 and Parcel 3 are intended to be developed for retail uses, including without limitation the construction of certain buildings related to such retail uses (each, a “**Retail Building**”).

COURTESY RECORDING ONLY

Cottonwood Title disclaims any liability as to the condition of title and as to the content, validity, or effects of this document.

E. In connection with, and to facilitate, the future use and development of the Property, Declarant wishes to establish certain easements, covenants, conditions, and restrictions as set forth herein.

NOW, THEREFORE, Declarant hereby adopts, establishes, and imposes the following easements, covenants, conditions, and restrictions on the Property and declares that the Property and all portions thereof are and shall be held, transferred, sold, conveyed, and occupied subject to such easements, covenants, conditions, and restrictions, as set forth herein, all of which shall be binding on all parties having any right, title, or interest in the Property or any part thereof.

1. Improvements.

1.1 Initial Construction of Access Road. The initial construction of any improvements or other modifications to the Access Road (i) as depicted on the Site Plan, or (ii) as may be required by any governmental authority in order to obtain approvals for the Property and its planned uses, will be undertaken and completed by the Owner of Parcel 1 concurrently with its construction of its planned multifamily project.

1.2 Initial Utility Infrastructure Installation. The initial installation and construction of the Utility Infrastructure (i) as depicted on the Site Plan, (ii) as reflected in civil engineering drawings reasonably approved by the Owners, or (iii) as may be required by any governmental authority in order to obtain approvals for the Property and its planned uses, will be undertaken and completed by the Owner of Parcel 1 concurrently with its construction of its planned multifamily project.

1.3 Initial Landscaping Installation. The initial construction of the Landscaping (i) as depicted on the Site Plan, or (ii) as may be required by any governmental authority in order to obtain approvals for the Property and its planned uses, will be undertaken and completed by the Owner of Parcel 1 concurrently with its construction of its planned multifamily project (or such other schedule as may be reasonably agreed to by the Owners in writing).

2. Easements.

2.1 Grant of Easements for Access. Declarant hereby establishes, for the benefit of the Owners and their successors, and for the benefit of the tenants, subtenants, employees, agents, contractors, repairmen, utility installation personnel, invitees, customers, licensees and residents and guests of such Owner (collectively, the "**Benefited Parties**"), a non-exclusive easement for pedestrian and vehicular circulation, access, ingress and egress, on, over and through the Access Road.

2.2 Grant of Easement for Other Utilities. Subject to any express limitations contained in this Agreement, Declarant hereby establishes, for the benefit of Owners and their Benefited Parties, for the use and benefit of each Owner, its Benefited Parties and its Parcel, a nonexclusive and perpetual easement under, over and across those portions of the Property located within the Access Road for the purpose of the construction, use, operation, maintenance, removal and replacement of Utility Infrastructure, together with reasonable rights of ingress and egress thereto; provided that all such Utility Infrastructure installed or constructed on another Owner's Parcel located within the Access Road must be installed and maintained below the ground or surface of

that Parcel; and, provided further, that the written approval of the Owner of the burdened Parcel as to the location of any such easement must first be obtained, which approval may not be unreasonably withheld.

2.3 Grant of Easements for Construction and Maintenance. Subject to any express limitations contained in this Agreement, Declarant hereby establishes, for the benefit of the Owners and their Benefited Parties, for the use and benefit of such Owner, its Benefited Parties and its Parcel, nonexclusive and perpetual easements over and across the Access Road and Property upon which the Improvements are located for purposes of the reasonable initial installation and construction thereof, and the subsequent use, repair, maintenance, removal and replacement thereof.

3. Maintenance of the Access Road and Landscaping. Subject to the sharing of maintenance costs set forth in Section 4 hereof, the Parcel 1 Owner shall be responsible for the maintenance, repair, and replacement of the Access Road and Landscaping, so as to keep the same in good, clean and safe condition, including, without limitation:

(a) Maintaining the surface of the Access Road at such grades and levels so that it may be used and enjoyed as a contiguous and homogeneous common area and maintaining the surface in a level, smooth and evenly covered condition with the type of surfacing material originally installed or of similar quality, use and durability;

(b) Keeping the Access Road clean and in good condition and repair;

(c) Placing, keeping in repair and replacing any necessary and appropriate directional signals, striping, markers and lines on the Access Road; and operating, keeping in repair and replacing when necessary, artificial lighting facilities relating to the Access Road as shall be reasonably required;

(d) Keeping the Access Road plowed and free from snow and ice;

(e) Removing all papers, debris, filth and refuse from, and sweeping, the Access Road to keep such area in a neat, clean and orderly condition; and

(f) Watering and maintaining the Landscaping in good condition.

If, at any time during the term of this Agreement, there is an occurrence of an adverse condition on the Access Road or Landscaping in contravention of the general maintenance standard described above, then any Owner (in such capacity, the "**Requesting Owner**") may provide the Parcel 1 Owner with written notice of such deficiency and a written estimate of the cost of the work required to remedy such deficiency. If such deficiency is not remedied by the Parcel 1 Owner within seven (7) business days following such written notice (or a reasonable time thereafter in the event the deficiency is not reasonably susceptible of being cured within seven (7) business days, but provided the Parcel 1 Owner commences the cure within seven (7) business days and continues to diligently prosecute the same to completion), and if the Parcel 1 Owner does not reasonably object or notify the Requesting Owner that it can complete the required maintenance work for less than the amount of the cost estimate provided by such owner, then the Requesting Owner, at its option, shall be entitled to provide the required maintenance, repair and

replacement, in which event the Requesting Owner shall provide the other Owners with invoices, receipts or other documentation of such expenses and such other Owners shall pay their Share of such costs within thirty (30) days of receipt of such invoices, receipts or other documentation of such expenses. In the event the Parcel 1 Owner fails to properly maintain, repair or replace, as necessary, the Access Road as provided above, and such failure creates an unsafe or emergency situation in connection with Access Road, then any other Owner shall be entitled, without notice, to immediately provide the required maintenance, repair or replacement, and recover from the other Owners their Share (as defined in Section 4 below) of any such maintenance, repair or replacement.

4. **Share of Maintenance Costs.** Each Owner shall pay its respective share (“Share”) of all costs incurred in the maintenance, repair and replacement of the Access Road and the Landscaping as provided hereunder. Each Party’s Share is as follows:

<u>Party</u>	<u>Share</u>
Parcel 1 Owner:	88.21%
Parcel 2 Owner:	7.51%
Parcel 3 Owner:	4.28%

The Parcel 1 Owner shall provide the other Owners with invoices, receipts or other documentation of all out of pocket expenses and costs incurred in the maintenance, repair and replacement of the Access Road and Landscaping. Payment by such other Owners of their Share shall be due and payable within thirty (30) days of receipt of notice from the Parcel 1 Owner, and if not paid within thirty (30) days of receipt shall bear interest from the date of the bill at the lesser of ten percent (10%) per annum or the maximum rate allowed by law (the “Default Rate”).

5. **General Maintenance.** Each Owner shall at all times, at its own cost and expense, keep, maintain, and preserve its Parcel or Parcels (excluding the Access Road but including all common areas located thereon) in good, clean, and safe condition, and shall comply with all applicable laws, regulations, and requirements of all applicable governing authorities relating to property maintenance, safety, and sanitation, including, but not limited to, local building codes, zoning ordinances, fire safety regulations, and environmental standards.

6. **Prohibited Uses.** The following uses are prohibited on any portion of the Retail Parcels:

(a) Any and all business related to the growing, distribution or sale of marijuana (i.e., cannabis) and marijuana-related businesses, including, but not limited to, marijuana dispensaries or retail stores focused on the sale of marijuana paraphernalia;

(b) Smoke and vape shops;

(c) Any and all business related to pornography or nudity of any kind, including, but not limited to, strip clubs or gentlemen’s clubs, and retail stores focused on the sale of pornography, lingerie, or adult stores;

(d) Any and all casinos and businesses where its primary purpose is gambling. The foregoing does not include convenience stores, grocery stores, sit-down restaurants, or other retail facilities where gambling is properly classified as an incidental use;

(e) Tattoo parlors;

(f) Bars, where not incidental to a restaurant use, and night clubs;

(g) Liquor stores;

(h) Check-cashing and payday loan businesses;

(i) Meal centers, warming centers, pallet homes, and homeless shelters; and

(j) Except with respect to Parcel 2 and only for so long as the lease with Chipotle Mexican Grill, Inc. is in force and effect, the sale of burritos, wraps, fajitas, or tacos

7. Retail Pad Development and Operations.

7.1 Retail Buildings; Building Envelops. All Retail Buildings and other structures shall be placed or constructed upon Parcel 2 and Parcel 3 only in the building envelops for such Parcels as shown on the Site Plan (each, a "**Building Envelope**"); provided, however, that canopies, eaves and roof overhangs (including columns or posts supporting the same), normal foundations, utility cabinets and meters, signs and doors for ingress and egress may project from the Building Envelope into the common area located on such Retail Parcel. All of the foregoing shall be constructed and maintained in accordance with all local, state and federal laws, rules and regulations applicable thereto. Retail Buildings may be located (or relocated) anywhere within a Building Envelope, so long as each Building on a Retail Parcel has sufficient parking to self-park based on the use of such Retail Building (e.g., as a fast food establishment, restaurant or retail establishment) and the total area of such Retail Parcel upon which such Retail Building is located, and the main entrance/exit for the building must face its designated self-parking area and not the designated parking area of another Parcel.

7.2 Common Areas. All areas on the Retail Parcels on which Retail Buildings or common area improvements are not under construction on the date the Parcel 1 first opens its multi family project for business shall be covered by a one inch asphalt dust cap, gravel or irrigated sod and kept weed-free and clean at the Owner's sole expense until such time as Retail Buildings and common are improvements are constructed thereon

7.3 Height Limitations. All Retail Buildings and other structures on the Retail Parcels shall be single story with a mezzanine permitted. The height of any Retail Building shall be measured perpendicular from the finished floor elevation of the ground level of the Retail Building to the top of the roof structure (including any screening parapet, penthouse, mechanical equipment or similar appurtenance located on the roof of such Retail Building, but excluding rooftop elements such as elevator, equipment rooms, and communication equipment that are not visible from the line of sight of a person standing anywhere within the Property). No Retail Buildings shall exceed twenty-five (25) feet in height (including mechanical fixtures and equipment and screening for the same).

7.4 Drive Through Facilities. No vehicular drive-up or drive through customer service facility shall be located on a Retail Parcel unless (i) such facility is as depicted on the Site Plan, or (ii) the Declarant shall have first given its written approval, which shall not be unreasonably withheld, to the location, parking and drive lanes of such facility.

8. Monument Signs. Subject to governmental approval, Declarant reserves for the benefit of Parcel 1 an easement to erect and maintain up to two free-standing monument signs at the locations designated on the Site Plan (the "**Monument Signs**"). The Monument Signs shall be constructed at Declarant's initial cost with the name of the Declarant apartment project prominently displayed at the top of the Monument Signs. The Owners of the Retail Parcels shall have the right to place panels on the Monument Signs displaying the business names of occupants of the Retail Parcels provided that (i) the Owner providing written notice to Declarant of such intention and of such Owner's agreement to reimburse the Declarant for such Owner's proportionate cost of the construction of such Monument Signs (calculated based upon the relative sign panel size of panels on the Monument Sign); and (ii) the Owner paying the sole cost of the fabrication and installation of such sign panel. In the event that both the Owner of Parcel 2 and the Owner of Parcel 3 desire to place sign panels on a Monument Sign, the height priority of such sign panels will be determined by the date (with the first date having the highest height location) that an Owner provides the written notice contemplated in subsection (i) of the forgoing sentence.

9. Insurance. Commencing on the date this Agreement is recorded, each Owner shall, at its respective costs and expenses, procure and maintain throughout the term of this Agreement a commercial general liability policy of insurance in the minimum aggregate liability amount of Two Million Dollars (\$2,000,000) combined single limit policy, including contractual liability, and which policy shall be issued by an A.M. Best "A:VII" rated insurance carrier. Such policy or policies shall be written on an occurrence form. The endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify the Declarant of any material change, cancellation or termination of the coverage at least thirty (30) calendar days in advance of the effective date of any such material change, cancellation or termination. Coverage obtained in satisfaction of the requirements of this Section 9 by an Owner shall be primary insurance and not be contributing with any insurance maintained by the Declarant or any other Owner, and the policy shall contain such an endorsement. Notwithstanding the foregoing, at all times, and to the extent applicable, each of the Owners shall maintain insurance in those greater types and amounts of insurance as may be required by each Owner's respective lenders.

Such insurance shall be maintained pursuant to the terms of this Agreement unless agreed otherwise in writing by the Owners. Each Owner has the right to request and review copies of the insurance policies as is reasonably necessary.

(a) **Waiver of Subrogation.** Each Owner hereby waive all rights against each other Owner and other indemnitees for damages caused by fire and other perils and any other risk to the extent covered by their respective policies of insurance or required to be covered by their respective policies of insurance.

(b) **Additional Insured.** Each Owner shall be named as an additional insured on each other's respective policies of insurance unless agreed otherwise in writing by the Owners.

10. **Term.** Unless earlier terminated by written agreement of the Owners, each in its sole and absolute discretion, this Agreement and the terms herein contained shall run with and bind each of the Parcels as covenants running with the land, shall inure to the benefit of and shall be enforceable by any Owner and their respective successive owners and assigns, and shall continue in full force and effect in perpetuity from the date this Agreement is recorded.

11. **Indemnification.** Each Owner shall indemnify, defend, and hold each other harmless, including respective partners, officers, directors, agents, employees, contractors and lenders from and against any and all claims, losses, damages, and expenses (including, without limitation, attorneys' fees) arising from or in any way by any other Owner, and the respective tenants, subtenants, employees, agents, contractors, repairmen, utility installation personnel, invitees, customers, licensees and residents and guests of such Owner, but excepting to the extent such claims, losses, damages, and/or expenses are attributable to the negligence or willful misconduct of the Owner seeking the indemnity provided for in this Section 11 or its employees, agents, contractors, invitees, residents and guests.

12. **Binding Effect.** Unless otherwise provided, this Agreement shall be binding upon and inure to the benefit of the grantees, successive owners, and assigns of the Owners.

13. **Notices.** Any notices to be given hereunder by any Owner to another Owner may be effected either by personal delivery, in writing, or by United States mail, registered or certified, postage prepaid, with return receipt requested. Notices not personally served shall be deemed delivered seventy-two (72) hours after mailing.

Mailed notices to Declarant shall be addressed, until notice of a different address is given, at the following address:

Declarant: MWIC Magna, LLC
401 North 36th Street, Suite 104
Seattle, WA 98103
Attn: Tyson Feaster

14. **Mutual Reciprocity; Covenants Run With Land.** The terms, provisions, restrictions, covenants, and agreements contained herein are made for the direct, mutual and reciprocal benefit of the Parcels; shall create reciprocal rights and obligations between the respective Owners, their heirs, successors and assigns; and shall operate as covenants running with the land for the benefit of the each Parcel.

15. **Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

16. **Amendment.** Modification of this Agreement shall be effective only if it is in writing and signed by all Owners who remain bound or benefited by the obligations or liabilities hereunder.

17. **Attorneys' Fees.** If any action or proceeding is instituted by any person to enforce or interpret the provisions of this Agreement, the prevailing Owner in such action or proceeding shall be entitled to recover from the other Owner or parties its costs and expenses incurred in connection

therewith including, without limitation, reasonable attorneys' fees, expert witness fees, and the costs and expenses of litigation.

18. No Rights Given to Public. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever.

19. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. Venue shall be Salt Lake County, Utah.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall be considered one and the same instrument.

21. Mortgage Protection. No portion of this Agreement or any amendment or violation thereof shall operate to defeat or render invalid, in whole or in part, the rights of the beneficiary, insurer, guarantor, or holder of any mortgage or deed of trust encumbering any portion of the Property, provided that after foreclosure of any such mortgage or deed of trust, the property foreclosed shall remain subject to this Agreement. Any lien created or claimed under this Agreement is expressly made subject to and subordinate to any existing or future mortgage, made in good faith and for value, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of any such mortgage unless the holder expressly subordinates his interest of record to such lien. This Agreement may not be amended, modified or terminated without the prior written consent of the holder of each mortgage or deed of trust encumbering all or any part of the Property.

22. Enforcement. In the event an Owner fails to remedy a default in the payment of any sum or performance of any obligation required under this Agreement (i) within seven (7) business days with respect to the payment of any amounts owed under this Agreement; or (ii) within thirty (30) days following receipt of written notice from another Owner specifying the nature of any other breach (or a reasonable time thereafter in the event the default is not reasonably susceptible of being cured within thirty (30) days, but provided the defaulting Owner commences the cure within the thirty days and continues to diligently prosecute the same to completion), the non-defaulting Owner may, at its sole option and discretion, enforce any one or more of the following remedies or any other rights or remedies to which it may be entitled by law or equity, whether or not set forth herein. All remedies provided herein by law or equity shall be cumulative and not exclusive:

(a) Bring a suit for damages for any compensable breach of any of the terms, provisions, and/or restrictions contained herein, or for declaratory relief to determine the enforceability of any terms, provisions, and/or restrictions, including all court costs, reasonable attorney's fees and other costs of collection or enforcement related thereto;

(b) In recognition that a violation by an Owner of one or more of the terms, provisions, and/or restrictions herein contained may cause the other Owner or Owners to suffer material injury or damage not compensable in money, bring an action in equity or otherwise for a specific performance to enforce the compliance with the terms, provisions and/or restrictions herein contained, or an injunction to enjoin the continuance of any such breach or violation thereof;

(c) To declare any such breach or violation of the terms, provisions and/or restrictions contained herein as a nuisance, to enter within any Parcel and cure such default for the account of and at the expense of the defaulting Owner, whereupon any costs or expenses paid or incurred by another Owner in abating such nuisance or curing such breach (including all reasonable attorneys' fees and costs of collection), together with interest thereon at the Default Rate, shall be a charge against such Parcel, shall be a continuing lien thereon until paid and shall also be a personal obligation of the defaulting Owner of such Parcel when such charges became due and who committed such breach or violation.

23. Estoppel Certificates. Each Owner, upon the written request (which may not be more frequent than two (2) times during any calendar year) from time to time of any other Owner, shall issue to a prospective mortgagee or successor of such Owner, within fifteen (15) business days of receipt of any such request, an estoppel certificate stating (i) whether the Owner to whom the request has been directed knows of any default by the requesting Owner under this Agreement, and if there are known defaults, specifying the nature thereof; (ii) the Agreement has not, to such Owner's knowledge, been modified or amended in any way by such Owner, except as may be of record; and (iii) that to the Owner's knowledge, this Agreement as of that date is in full force and effect.

Such statement shall act as a waiver of any claim by the Owner furnishing the statement to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement.

In the event an Owner being requested to give an estoppel certificate pursuant to the provisions of this Section fails to give such certificate within the above specified time period, it shall be deemed that, as of the date of the request: (i) such Owner knows of no default by the requesting Owner under this Agreement; (ii) the Agreement has not, to such Owner's knowledge, been assigned or modified or amended in any way by such Owner, except as may be of record; and (iii) this Agreement is, to such Owner's knowledge, in full force and effect.

24. Successor Declarant. In the event that at any time the Declarant transfers title to Parcel 1, the new Owner of Parcel 1, and any successor to the new Owner of Parcel 1, shall become the Declarant under this Agreement.

[Signature pages follow]

CONSENT AND SUBORDINATION

HOMESTREET BANK, a Washington state chartered commercial bank ("Lender"), is the current beneficiary under that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of February 3, 2023, executed by MWIC Magna, LLC, a Utah limited liability company ("Borrower"), as Trustor, in favor of Old Republic National Title Insurance Company, as Trustee, for the benefit of Lender, as Beneficiary, and recorded February 3, 2023, as Entry No. 14069029, in Book 11399, at Page 3288 of the official records of Salt Lake County, Utah, as amended by that certain First Amendment to Deed of Trust dated October 11, 2013, and recorded October 17, 2023, as Entry No. 14164500, in Book 11451, at Page 2177 of the official records of Salt Lake County, Utah (as the same may be further amended, modified, supplemented or replaced from time to time, "Security Instrument"), encumbering real property more particularly described in Exhibit A therein (the "Subject Property").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged: (i) Lender consents to the execution and recordation against the Subject Property of that certain Cross Access and Restrictive Covenant Agreement by Borrower to which this Consent and Subordination is attached (the "Cross Access Agreement"); and (ii) Lender subordinates its lien granted pursuant to the Security Instrument to the Cross Access Agreement. A foreclosure of the Security Instrument shall not extinguish or impair the existence or priority of the Cross Access Agreement.

Dated as of: 10/30, 2023

"LENDER"

HOMESTREET BANK,
a Washington state chartered commercial bank

By: [Signature]
Name: ROBERT DEAN WALTER
Title: SUP CONSTRUCTION MGR

STATE OF Washington)
COUNTY OF King) :ss.

I certify that I know or have satisfactory evidence that Robert Dean Walter is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the SUP of HOMESTREET BANK, a Washington state chartered commercial bank, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 30th day of October, 2023

[Signature]
Signature
Jenn Dimolletto
Print Name:
My commission expires Feb 28, 2026

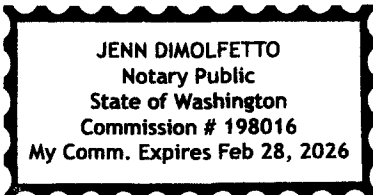


EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property located in Salt Lake County, Utah more particularly described as follows:

Lots 1, 2, and 3, ARBOR PARK SUBDIVISION, according to the official plat thereof, as recorded on September 13, 2023 as Entry No. 14152124 in Book 2023P at Page 192 in the Salt Lake County Recorder's office, State of Utah.

EXHIBIT "B"

PLAT MAP

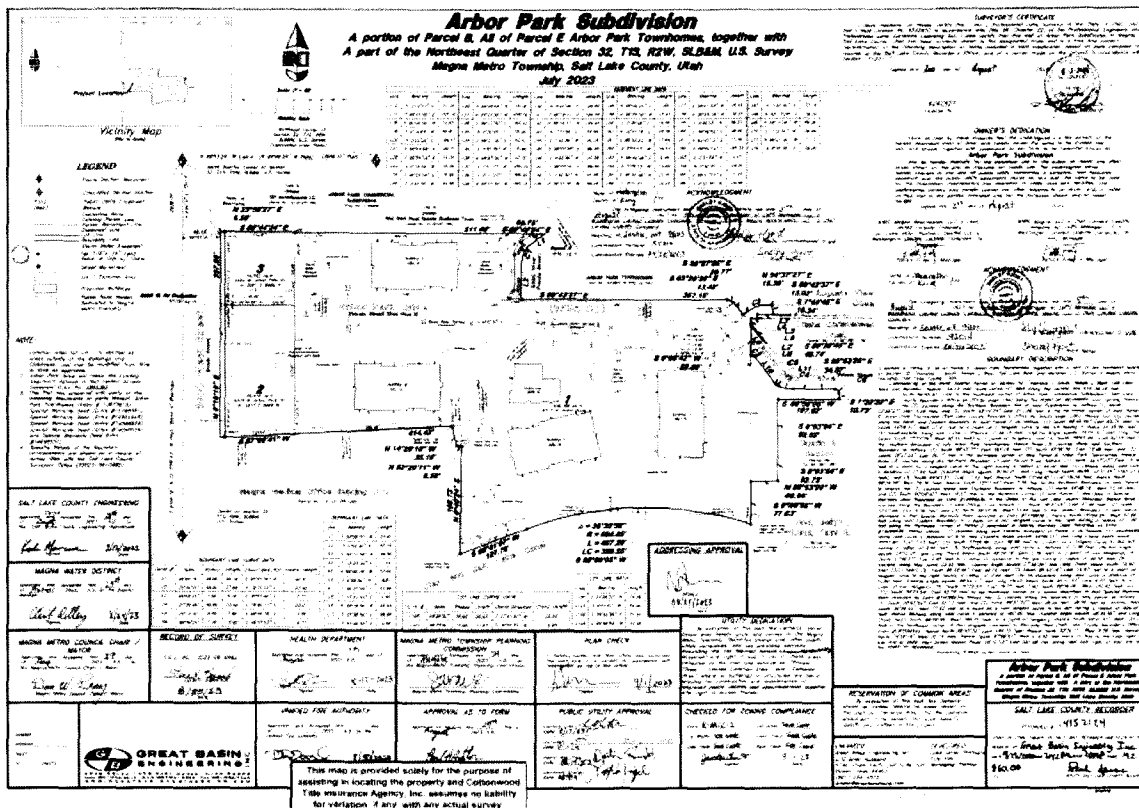


EXHIBIT "C"

SITE PLAN

(see attached)

CONSTRUCTION NOTES LEGEND DOTTED LINE: EXIST. DRIVE DASHED LINE: EXIST. WALKWAY SOLID LINE: NEW WATER DASHED LINE: NEW SEWER DOTTED LINE: NEW STORM DRAIN HATCH: LANDSCAPE HATCH HATCH: BUILDING ENVELOPE HATCH		APPLICANT: MMC MAGNAPARTMENTS, LLC 1000 1ST AVE, SUITE 1100 SEATTLE, WA 98101 CONTACT: BERND LANGRISH EMAIL: bernd@mmc-magnapartments.com	WARNING CALL BLUE STAKES	 epic ENGINEERING 1000 1ST AVE, SUITE 1100 SEATTLE, WA 98101 CONTACT: BERND LANGRISH EMAIL: bernd@epic-engineering.com	REVISIONS NO. DESCRIPTION 1. 21-04-2021	PROJECT INFORMATION SHEET NO. 30 OF 30 SHEETS PROJECT NAME: ARBOR PARK APARTMENT COMPLEX (PERMIT #30804) SHEET TITLE: SITE EXHIBIT	PERMIT C1.0
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