

Planning Commission Staff Report

File #11S22/SUB-000261-2022

**Public Hearing and Consideration for a Subdivision Plat
Amendment, Amending Lot 2 of the American Express Subdivision
Plat, at Approximately 4235 South 2700 West, Taylorsville, Utah**



Department of Community Development

Date:	December 9, 2022
Meeting Date:	December 13, 2022
Agenda Item:	Public Hearing and Consideration for a Subdivision Plat Amendment, Amending Lot 2 of the American Express Subdivision Plat, at Approximately 4235 South 2700 West, Taylorsville, Utah.
Subject Property Address:	4235 South 2700 West
Applicant:	Marty Beaumont, St. John Properties
Applicant Agent:	n/a
Author:	Jim Spung, AICP, Senior Planner
Parcel #:	21042510060000
Applicable Ordinances:	Including, but not limited to Chapters 13.21 and 13.30
Agenda Item #:	4

Attachments:

- Exhibit A:** Zoning Map
- Exhibit B:** General Plan Map
- Exhibit C:** Vicinity Map
- Exhibit D:** Subject Property
- Exhibit E:** Current Plat
- Exhibit F:** Proposed Plat
- Exhibit G:** Approved Beltway West Site Plan
- Exhibit H:** Title Report (November 4, 2022)
- Exhibit I:** Development CCRs

Summary:

Marty Beaumont, St. John Properties, is requesting consideration to amend Lot 2 of the American Express Subdivision plat at approximately 4235 South 2700 West in Taylorsville, Utah.

The subject property is zoned Professional Office (PO) and is currently one large parcel (parcel 21-04-251-006-0000) containing 19.44 acres. A large portion of the site (proposed Lots 1-4) is currently being developed to include four single-story commercial buildings with approximately 30,000 square feet per building. The property owner received site plan approval (File #5P19) on May 10, 2021 and has been issued buildings permits to construct the improvements. This proposed subdivision amendment will create individual lots that correspond with the buildings currently under construction, as well as create a "Lot 5" that will be developed in the future.

Adjacent Land Uses

North	South	East	West
Single-Family Residential (R-1-5)	Professional Office (PO)	Interstate 215	West Valley City

All subdivision amendments are required to be reviewed and approved by the Planning Commission, in accordance with [Section 13.30.060](#) of the Taylorsville Land Development Code (LDC).

Public Comment

As of December 9, 2022, planning staff has not received public comments concerning this request.

Analysis

The proposed subdivision amendment is compliant with all City zoning standards as well as the standards for applicable review agencies. Several easements (existing and new) are noted on the plat to ensure that each proposed lot has vehicle and utility access. The applicant has also prepared private Codes Covenants and Restrictions (CCRs) that will be recorded with Salt Lake County with the plat that address cross-access, cross-drainage, cross-parking, as well as other shared site elements to ensure full functionality of each lot, as developed.

Findings

1. This application was initiated by Marty Beaumont, St. John Properties.
2. The property is zoned Professional Office (PO).
3. The applicant is requesting to amend Lot 2 of the American Express Subdivision plat.
4. The proposed amendment will divide the existing lot into five individual lots that correspond with the buildings currently under construction (Exhibit F).
5. On May 10, 2021, the property owner received site plan approval to construct four single-story commercial buildings in the area identified as Lots 1-4, per File #5P19.
6. A development application has not been filed for the area identified as Lot 5.
7. The proposed plat amendment complies with Taylorsville subdivision and zoning standards.
8. The Taylorsville Planning Commission is the decision-making body related to subdivision amendment requests.

Staff Recommendation

Staff recommends the Planning Commission approve the proposed plat amendment to Lot 2 of the American Express Subdivision plat to create five lots at approximately 4235 South 2700 West in Taylorsville, Utah.

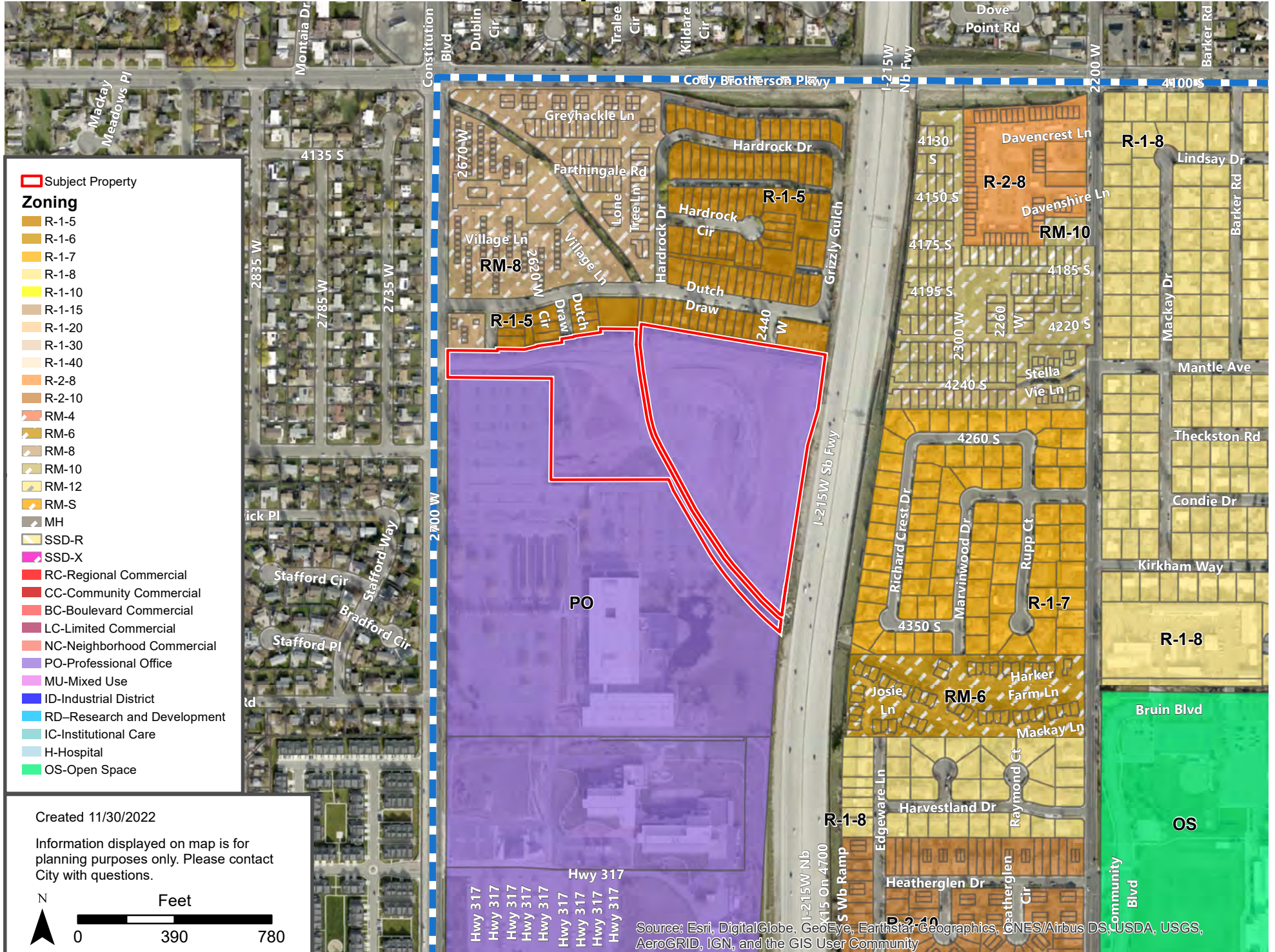
Conditions of Approval

1. Any outstanding city, county, or referral agency comments be addressed, prior to recording the final plat.
2. The private CCRs governing the site be recorded with Salt Lake County with the final plat.

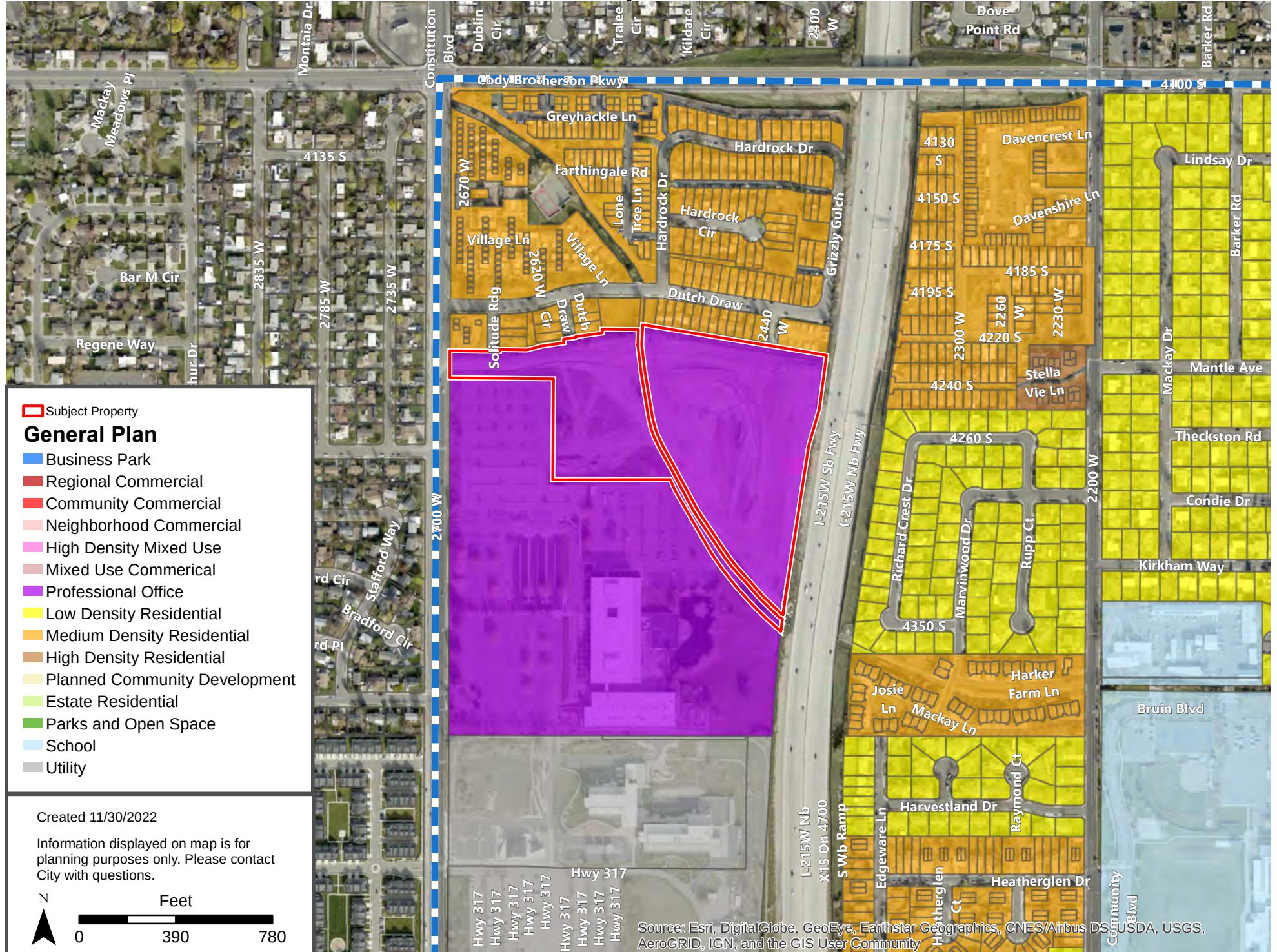
Recommended Motion

I move that we approve File #11S22/SUB-000261-2022 to amend Lot 2 of the American Express Subdivision plat to create five commercial lots at approximately 4235 South 2700 West in Taylorsville, Utah, based on the Findings and Conditions of Approval as stated in this Staff Report.

Zoning Map: 4235 S. 2700 W.



General Plan Map: 4235 S. 2700 W.



Vicinity Map: 4235 S. 2700 W.



Site Map: 4235 S. 2700 W.

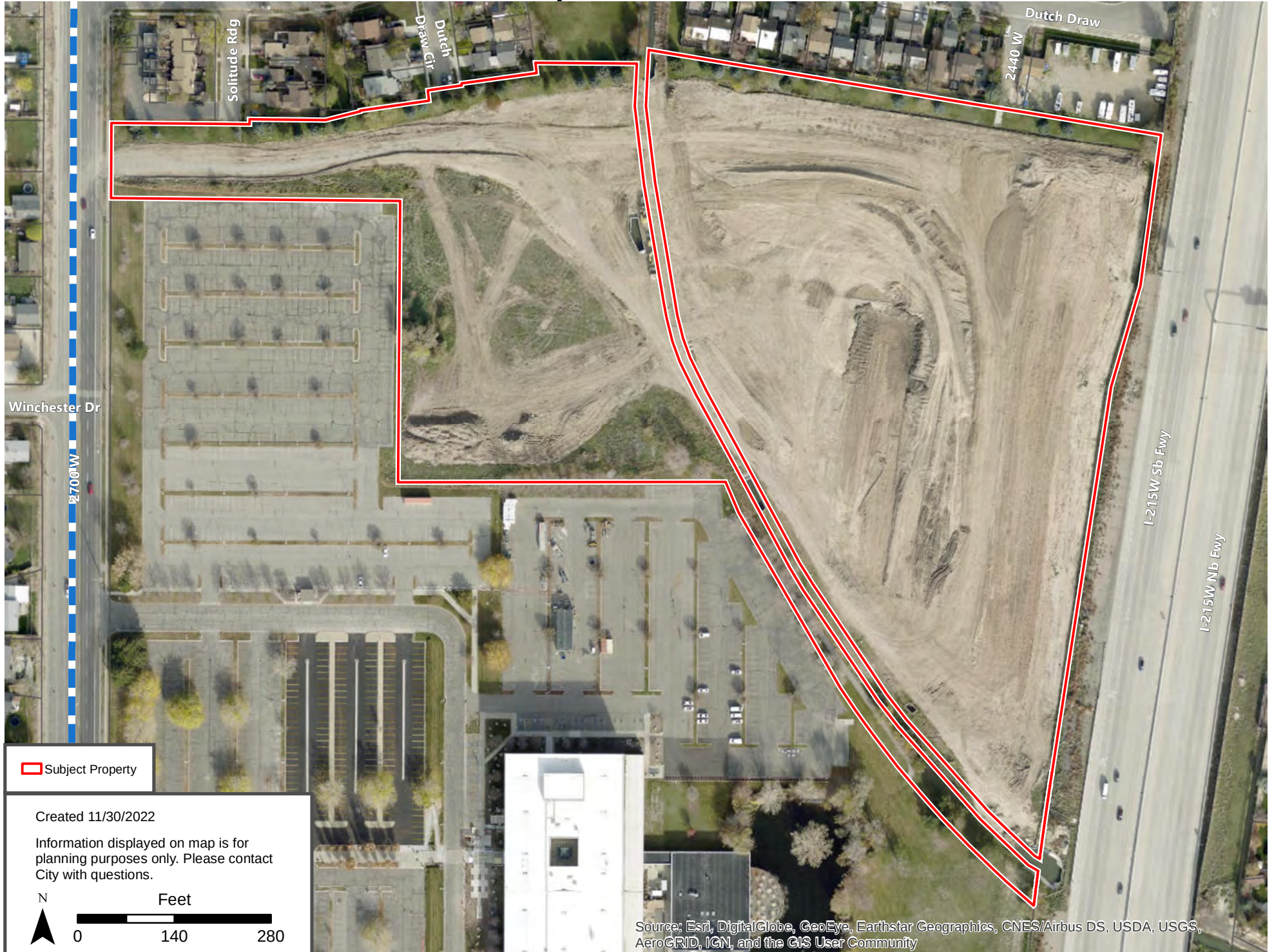
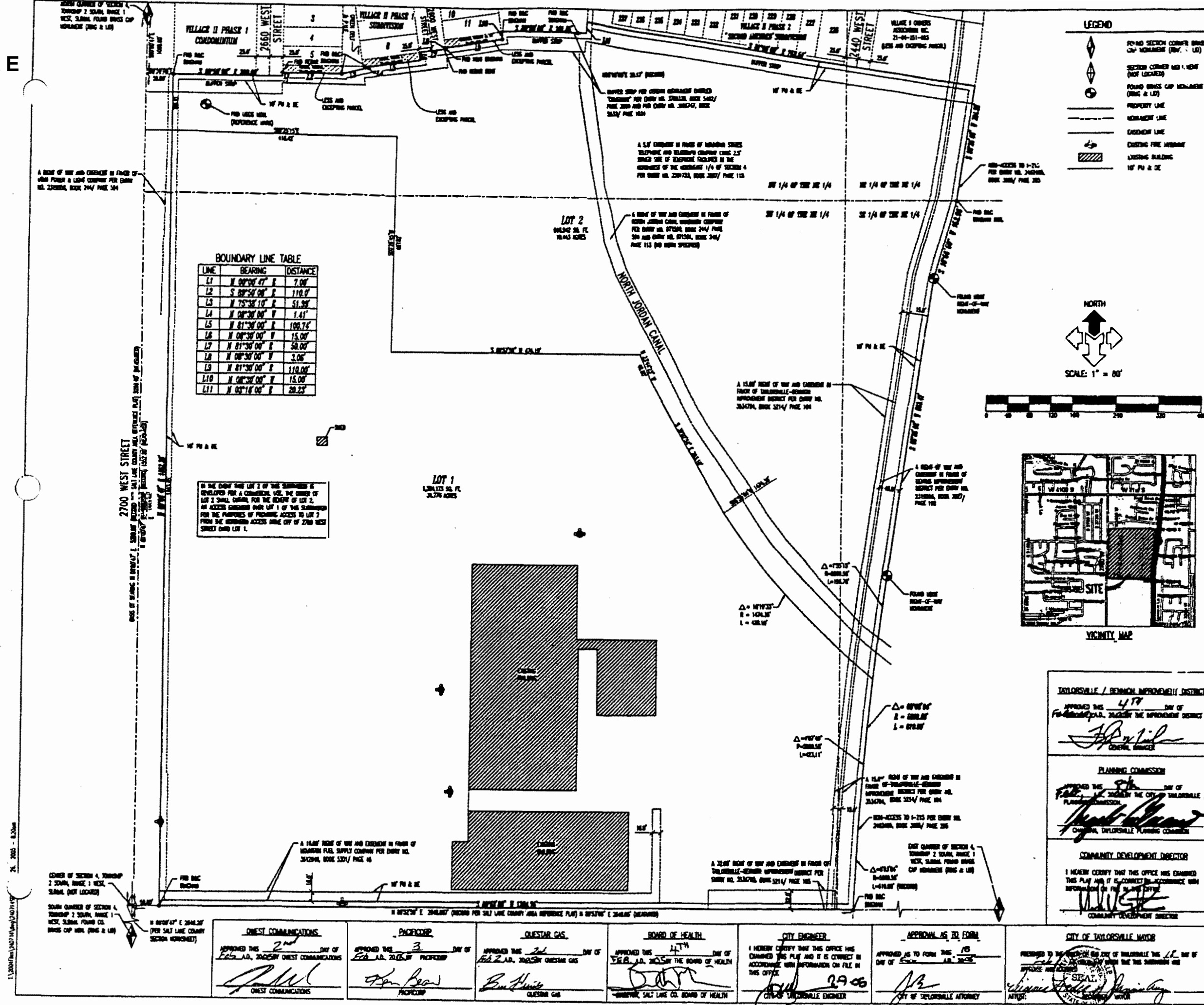


Exhibit E



SURVIVOR'S CERTIFICATE

I, Michael Williams, do hereby certify that I am a Registered Land Surveyor, and that I hold certificate No. 346692, as provided under the laws of the State of Utah. I further certify that by authority of the Surveyor, I have made a survey of the tract of land shown on said plat and described above, and have established and fixed of said lots into lots and struts, hereafter to be known as James E. Brown Subdivision and that same has been correctly accepted and placed on the ground as shown on the plat. I further certify that the lots and the struts, hereafter and with improvements of the applicant among others.

BOUNDARY DESCRIPTION

[illegible]

CONCRETE 2.25x12.5 3/4 FT 54.216 ACRES 2 LOTS



1-26-05
DATE

OWNER'S EDUCATION

American Express Travel Related Services Company, Inc.
Known all men by these presents that ^, the Sale undersigned over ()
the above described tract of land, have caused same to be subdivided into lots
and streets to be hereafter known as the

AMERICAN EXPRESS SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.

In witness whereof I have hereunto set my hand this 15th day of February, A.D., 2006

201 GALT AVE
Long Beach
CALIF. 90801

ACKNOWLEDGMENT

STATE OF UTAH : ss.
County of Salt Lake:
On the 15 day of Feb A.D. 1948 personally appeared before me,
the undersigned Notary Public, in and for said County of Salt Lake in said State
of Utah, the signer () of the above Owner's dedication 1 in number,
who duly acknowledged to me that Gay Buck signed it freely and
voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: 4/3/07 Judene Cherry
 NOTARY PUBLIC
 RESIDING IN SALT LAKE COUNTY



AMERICAN EXPRESS SUBDIVISION

LOCATED IN THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 1 WEST, S.B.R.M.

RECORDED 9304742

THIS IS A COPY OF THE LINE, RECORDED AND FILED AT THE REQUEST OF
Agricultural Experiment Station
 DATE 2-22-2006 TIME 2:45pm BOOK 2006p PAGE 45

\$32.00
 FEE \$ _____
 SALT LAKE COUNTY RECORDER

32.8

Exhibit F

BELTWAY WEST SUBDIVISION

AMENDING LOT 2 OF AMERICAN EXPRESS SUBDIVISION
LOCATED IN THE NORTHEAST QUARTER OF SECTION 4,
TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
TAYLORSVILLE CITY, SALT LAKE COUNTY, UTAH

LEGEND

	EXISTING STREET MONUMENT
	PROPOSED STREET MONUMENT
	SECTION CORNER SET 5/8"
	SECTION LINE
	CENTER LINE
	EASEMENT LINE
	ADJACENT PARCEL/LOT LINE

MAP VICINITY

NOT TO SCALE

LINE TABLE

LINE	BEARING	LENGTH
PL1	N0°00'47"E	7.00'
PL2	N75°38'10"E	51.99'
PL3	N8°30'00"W	15.00'
PL4	N81°30'00"E	50.00'
PL5	N8°30'00"W	3.06'
PL6	N8°30'00"W	15.00'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	1474.36'	302.65'	11°45'41"	S44°31'43"E	302.12'
C2	1474.36'	117.45'	4°33'52"	S36°21'56"E	117.42'

Exclusions

- Access to I-215 was relinquish to the State of Utah as evidenced by that certain Warranty Deed recorded July 30, 1965 as Entry No. 2099942 in Book 2357 at Page 637 and by that certain Final Order of Condemnation, under Civil Case No. 205555, and recorded in that certain instrument recorded May 25, 1972, as Entry No. 2462485, in Book 3085, as Page 295 and in that certain instrument recorded September 19, 1973, as Entry No. 2570341, in Book 3421 at Page 356 of Official Records.
- A right of way and easement in favor and Kearns Improvement District, its successors and assigns by easement recorded February 03, 1970, as Entry No. 2319556, in Book 2827, at Page 192 of Official Records and in that certain Judgment of Condemnation recorded May 31, 1974, as Entry No. 2625705, in Book 3599, at Page 40 of Official Records.
- An easement over, across or through the Land for communication facilities and incidental purposes, as granted to The Mountain States Telephone and Telegraph Company, a Colorado corporation, its successors, assigns, licensees and agents by instrument recorded November 27, 1972 as Entry No. 2501733 in Book 3207 at Page 115 of Official Records. (Blanket in nature)
- An easement over, across or through the Land for sewer line and incidental purposes, as granted to Taylorsville-Bennion Improvement District, a body politic by instrument recorded February 17, 1981 as Entry No. 3534794 in Book 5214 at Page 104 of Official Records.
- Easements, notes and restrictions as shown on American Express subdivision plat recorded February 22, 2005 as Entry No. 9304742 in Book 2005P of Plats at Page 43.
- Terms, conditions and provisions contained within Agreement to Extinguish Easement and to Create New Easement recorded March 17, 2015 as Entry No. 12012446 in Book 10305 at Page 8142 of Official Records.
- Right-of-Way and Easement Grant recorded June 27, 2022 as Entry No. 13975793 in Book 11351 at Page 5522 of Official Records.

Detention Easement in Favor of Lots 1-5

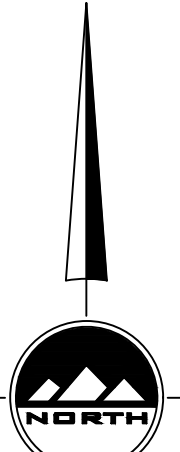
Beginning at a point being South 00°00'47" West 1,070.35 feet and East 1,353.82 feet from the North Quarter Corner of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 81°00'00" East 219.26 feet; thence South 09°26'03" West 204.99 feet; thence North 80°37'09" West 54.27 feet; thence North 09°22'51" East 102.00 feet; thence North 80°37'09" West 12.44 feet; thence North 09°22'51" East 21.00 feet; thence North 80°37'09" West 81.00 feet; thence South 09°00'00" West 31.00 feet; thence North 81°00'00" West 51.40 feet; thence North 09°00'00" East 59.00 feet; thence North 81°00'00" West 23.00 feet; thence North 09°00'00" East 53.00 feet to the point of beginning.
Contains 25,625 Square Feet or 0.588 Acres

10 ft-wide Sewer Easement No. 1 in Favor of Lot 3

Beginning at a point being South 00°00'47" West 1,142.92 feet and East 1,289.40 feet from the North Quarter Corner of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 80°58'55" East 67.88 feet; thence North 88°23'39" East 60.42 feet; thence South 83°04'02" East 95.02 feet; thence South 08°26'03" West 10.00 feet; thence North 83°04'02" West 94.01 feet; thence South 88°23'39" West 60.60 feet; thence North 80°58'55" West 68.80 feet; thence North 09°01'05" East 10.00 feet to the point of beginning.
Contains 2,234 Square Feet or 0.051 Acres

10 ft-wide Sewer Easement No. 2 in Favor of Lot 5

Beginning at a point being South 00°00'47" West 1,591.25 feet and East 1,186.11 feet from the North Quarter Corner of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 81°47'54" East 65.24 feet; thence North 78°32'19" East 100.01 feet; thence North 81°34'11" East 79.59 feet; thence South 08°26'03" West 10.00 feet; thence North 81°34'11" East 77.84 feet; thence South 78°32'19" West 99.99 feet; thence North 81°47'54" West 68.97 feet; thence North 08°12'06" East 10.00 feet to the point of beginning.
Contains 2,448 Square Feet or 0.056 Acres



HORIZONTAL GRAPHIC SCALE

100 0 50 100 200
(IN FEET)
HORIZ. 1 inch = 100 ft.

DEVELOPER

ST JOHN PROPERTIES
1064 S. NORTH COUNTY BLVD, STE 190
PLEASANT GROVE, UT 84062
801-899-7991



SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNENG.COM

LAYTON
Phone: 801.581.1100
TOOELE
Phone: 801.853.3590
CEDAR CITY
Phone: 435.803.1453
RICHFIELD
Phone: 435.803.2865

SHEET 1 OF 1

PROJECT NUMBER : 60950
MANAGER : BDM
DRAWN BY : KFW
CHECKED BY : PMH
DATE : 12/8/22

RECORD OF SURVEY

ROS NO.: S-2005-040245
COUNTY SURVEYOR REVIEWER DATE

SITE TABLE

LOT	LOT AREA (SF)	BUILDING AREA (SF)
1	132,008	30,465
2	137,730	30,465
3	114,177	27,808
4	98,940	27,808
5	363,988	

Water Line Easement - In Favor of Taylorsville-Bennion Improvement District

Beginning at a point on the Eastern Right of Way Line of 2700 West Street, said point being South 00°00'47" West 1,226.04 feet and South 89°59'13" East 50.00 feet from the North Quarter Corner of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 00°00'47" East 16.00 feet along said Eastern Right of Way Line; thence South 89°33'15" East 436.87 feet; thence South 44°33'15" East 20.77 feet; thence South 00°26'45" West 359.03 feet; thence South 44°33'15" East 21.66 feet; thence South 89°33'15" East 410.14 feet; thence North 45°29'49" East 14.28 feet; thence North 67°56'45" East 46.16 feet; thence South 67°30'00" East 14.31 feet; thence South 27°25'39" East 208.45 feet; thence South 60°58'20" East 164.50 feet; thence North 75°40'44" East 27.36 feet; thence North 08°11'51" East 203.95 feet; thence North 81°48'09" West 17.00 feet; thence North 08°11'51" East 16.00 feet; thence South 81°48'09" West 17.00 feet; thence North 08°11'51" East 16.00 feet; thence North 08°11'51" East 240.95 feet; thence North 81°48'09" West 278.14 feet; thence North 36°48'09" West 216.72 feet; thence North 53°11'51" East 16.00 feet; thence South 36°48'09" East 210.10 feet; thence South 81°48'09" East 56.91 feet; thence North 08°11'51" East 45.58 feet; thence South 81°48'09" East 16.00 feet; thence South 08°11'51" West 45.58 feet; thence South 81°48'09" East 198.61 feet; thence North 08°11'51" East 78.86 feet; thence North 36°48'09" West 33.41 feet; thence North 08°11'51" East 92.36 feet; thence North 02°31'08" West 56.53 feet; thence North 08°11'51" East 28.74 feet; thence South 81°00'00" East 16.00 feet; thence South 08°11'51" West 28.02 feet; thence South 02°31'08" East 56.53 feet; thence South 08°11'51" West 57.38 feet; thence South 81°48'09" East 13.73 feet; thence South 08°11'51" West 16.00 feet; thence North 81°48'09" West 13.73 feet; thence South 08°11'51" West 13.86 feet; thence South 36°48'09" East 33.41 feet; thence South 08°11'51" West 103.26 feet; thence South 81°48'09" East 17.00 feet; thence South 08°11'51" West 16.00 feet; thence North 81°48'09" West 17.00 feet; thence South 08°11'51" West 178.65 feet; thence South 81°48'15" East 113.93 feet; thence South 08°11'45" West 16.00 feet; thence North 81°48'15" West 113.93 feet; thence South 08°11'51" West 259.16 feet; thence South 75°40'44" West 18.28 feet; thence South 14°19'16" East 5.89 feet; thence South 75°40'44" West 16.00 feet; thence North 14°19'16" West 5.89 feet; thence South 75°40'44" West 10.75 feet; thence North 00°58'20" West 175.68 feet; thence North 27°25'39" West 67.99 feet; thence South 62°16'44" West 3.03 feet; thence North 27°43'16" West 16.00 feet; thence North 62°16'44" East 3.12 feet; thence North 27°25'39" West 103.44 feet; thence North 67°30'00" West 1.92 feet; thence South 67°56'45" West 36.42 feet; thence South 45°26'45" West 17.72 feet; thence North 89°33'15" West 423.39 feet; thence North 44°33'15" West 34.91 feet; thence North 00°26'45" East 359.03 feet; thence North 44°33'15" West 7.51 feet; thence North 89°33'15" West 430.12 feet to the point of beginning. Contains 51,346 Square Feet or 1.179 Acres

GENERAL NOTES:

- AS DEFINED MORE SPECIFICALLY IN THE CC&R'S FOR THE DEVELOPMENT, ACCESS FOR ALL LOTS OF THIS SUBDIVISION PLAT WILL BE SHARED THROUGH THE DRIVEWAYS AND DRIVE ALLEYS CONSTRUCTED THROUGH THE DEVELOPMENT OF EACH INDIVIDUAL LOT.
- ALL UTILITIES NOT WITHIN AN EASEMENT AND DEDICATED TO A SPECIFIC PARTY WILL BE CONSIDERED PRIVATE UTILITIES AND WILL BE THE RESPONSIBILITY OF THE LOT OWNER'S AS SPECIFIED IN THE CC&R'S FOR THE DEVELOPMENT FOR MAINTENANCE, REPAIR, AND REPLACEMENT OF THOSE UTILITIES.
- ALL STORM DRAIN INFRASTRUCTURE AND DETENTION FACILITIES WITHIN LOTS 1-5 WILL BE THE RESPONSIBILITY OF THE OWNERS OF THOSE LOTS AS SPECIFIED IN THE CC&R'S.
- LOTS 1-5 ARE ENTITLED TO DISCHARGE STORM WATER INTO THE SD DETENTION EASEMENT ON LOT 2. HOWEVER, AS LOT 5 DOES NOT CURRENTLY HAVE AN APPROVED SITE PLAN, LOT 5 MUST PROVIDE AND SATISFY ALL STORM WATER REQUIREMENTS IN EFFECT AT THE TIME OF DEVELOPMENT.

Dominion Energy Utah - Note:

Qwestar Gas Company dba Dominion Energy Utah, approves this plat for the purpose of approximating the location, boundaries, course and dimensions of the Rights-of-Way and Easement Grants and existing underground facilities. Nothing herein shall be construed to warrant or verify the precise location of such items. The Rights-of-Way and easements are subject to numerous restrictions appearing on the recorded right-of-way and easement grants. Dominion Energy Utah also approves this plat for the purpose of confirming that the plat contains public utility easements; however, Dominion Energy Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set in the Owners Dedication or the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information please contact Dominion Energy Utah's Right-of-Way Department at 800-366-8532.

ROCKY MOUNTAIN POWER NOTES:

- PURSUANT TO UTAH CODE ANN. § 84-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
- PURSUANT TO UTAH CODE ANN. § 17-27A-603(4)(C)(VI) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE RUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
 - A RECORDED EASEMENT OR RIGHT OF WAY
 - THE LAW APPLICABLE TO PREScriptive RIGHTS
 - TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
 - ANY OTHER PROVISION OF LAW.

NORTH QUARTER OF SECTION 4,
T2S, R1W
SLB&M
(FOUND 2" ROUND TOP BRASS CAP)

2700 WEST
(PUBLIC STREET)

CENTER OF SECTION 4
T2S, R1W
SLB&M
(FOUND 2" ROUND TOP BRASS CAP)

SURVEYOR'S CERTIFICATE

I, **PATRICK M. HARRIS**, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. **286882** in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyor's Act; I further certify that by authority of the Owners, I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to accurately establish the lateral boundaries of the herein described tract of real property, and has been drawn correctly to the designated scale and is a true and correct representation of the herein described lands included in said subdivision, based upon data compiled from records of the county recorders office. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

Lot 2, American Express Subdivision, recorded on February 22, 2005 as Entry No. 9304742 and disclosed in that Special Warranty Deed recorded on May 6, 2019 as Entry No. 12984437 in the Salt Lake County Recorder's Office, being more particularly described as follows:

Beginning at a point on the East Right of Way Line of 2700 West Street, said point being South 00°00'47" West 1098.00 feet and South 89°50'08" East 50.00 feet from the North Quarter Corner of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence along the perimeter of said Lot 2 the following courses:

thence South 89°50'08" East 200.00 feet;
thence North 00°00'47" East 7.00 feet;
thence South 89°50'08" East 110.00 feet;
thence North 75°38'10" East 51.99 feet;
thence North 08°30'00" West 1.41 feet;
thence North 81°30'00" East 100.74 feet;
thence North 08°30'00" West 15.00 feet;
thence North 81°30'00" East 50.00 feet;
thence North 08°30'00" West 3.06 feet;
thence North 81°30'00" East 110.00 feet;
thence North 08°30'00" West 15.00 feet;
thence South 89°50'08" East 161.85 feet;
thence North 03°18'00" East 20.23 feet;
thence South 81°00'00" East 753.51 feet;
thence South 08°26'03" West 224.38 feet;
thence South 15°56'59" West 152.96 feet;
thence South 08°26'03" West 563.47 feet;
thence Southwesterly 196.78 feet along the arc of a 5,869.58 feet radius curve to the left (center bears South 81°33'57" East and the chord bears South 07°28'25" West 196.77 feet with a central angle of 01°55'15");
thence Northwesterly 420.10 feet along the arc of a 1,474.36 feet radius curve to the right (center bears North 39°35'27" East and the chord bears North 42°14'47" West 418.68 feet with a central angle of 16°19'33");
thence North 30°02'54" West 293.10 feet;
thence North 23°44'23" West 48.60 feet;
thence South 89°57'59" West 474.19 feet;
thence North 00°26'45" East 407.02 feet;
thence North 89°25'15" West 418.42 feet;
thence North 00°00'47" East 106.91 feet to the point of beginning.

Contains 846,842 Square Feet or 19.441 Acres and 5 Lots



Date

PATRICK M. HARRIS
P.L.S. 286882

OWNER'S DEDICATION

Know all men by these presents that I, we, the undersigned owner (s) of the above described tract of land, having caused same to be subdivided into lots, streets and easements, hereafter known as the

BELTWAY WEST SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use. Owner(s) hereby agree to warrant and defend and save the City harmless against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation of the street.

In witness whereof I / we have hereunto set our hand (s) this _____ day of _____ A.D., 20____

By: DANIEL THOMAS, REGIONAL PARTNER
BELTWAY WEST UTAH, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____ JS.S.

County of _____

On the _____ day of _____ A.D., 20____, **DANIEL THOMAS** personally appeared before me, the undersigned Notary Public, in and for said County of _____, in said State of _____, who being sworn, did say to me that he is a **REGIONAL PARTNER** of **BELTWAY WEST UTAH, LLC**, a Maryland limited liability company, and is authorized to execute the foregoing Agreement in its behalf and that he/she executed it in such capacity.

MY COMMISSION EXPIRES: _____

PRINTED NAME: _____

NO _____

NOTARY PUBLIC

A NOTARY PUBLIC COMMISSIONED IN _____

RESIDING IN _____ COUNTY.

BELTWAY WEST SUBDIVISION

AMENDING LOT 2 OF AMERICAN EXPRESS SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 4,

TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN

TAYLORSVILLE CITY, SALT LAKE COUNTY, UTAH

SALT LAKE COUNTY RECORDER

RECORDED #

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE

REQUEST OF :

DATE: _____

TIME: _____

BOOK: _____

PAGE: _____

FEES

DEPUTY SALT LAKE COUNTY RECORDER

ROCKY MOUNTAIN POWER

APPROVED THIS _____ DAY OF _____
20____, BY THE ROCKY MOUNTAIN POWER.

ROCKY MOUNTAIN POWER

DOMINION ENERGY UTAH

APPROVED THIS _____ DAY OF _____
20____, BY THE DOMINION ENERGY UTAH.

DOMINION ENERGY UTAH

HEALTH DEPARTMENT APPROVAL

APPROVED THIS _____ DAY OF _____
20____, BY THE HEALTH DEPARTMENT.

SALT LAKE COUNTY HEALTH DEPARTMENT

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____
20____, BY THE TAYLORSVILLE PLANNING COMMISSION.

CHAIR, TAYLORSVILLE PLANNING COMMISSION

TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT

APPROVED THIS _____ DAY OF _____
20____, BY THE TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT.

TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT

CITY OF TAYLORSVILLE ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED
THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH
INFORMATION ON FILE IN THIS OFFICE.

DATE

CITY OF TAYLORSVILLE ENGINEER

COMMUNITY DEVELOPMENT

APPROVED AS TO FORM THIS _____ DAY OF _____
20____.

CITY OF TAYLORSVILLE COMMUNITY DEVELOPMENT DIRECTOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____
20____.

CITY OF TAYLORSVILLE ATTORNEY

CITY OF TAYLORSVILLE

APPROVED THIS _____ DAY OF _____
20____, BY THE CITY OF TAYLORSVILLE.

ATTEST: RECORDER

MAYOR



May 10, 2021

SUBJECT: File #5P19 – Permitted Use Application and Site Plan Review at 4235 S. 2700 W.

Dear Applicant,

On May 10, 2021, the Taylorsville Economic & Community Development Department has reviewed and approved your Permitted-Use and Site Plan applications to construct four (4) commercial buildings at 4235 S. 2700 W. in Taylorsville, Utah (see attached plans). This approval is subject to the standards of the Taylorsville Land Development Code. The next step in the development process is to apply for a building permit. Building permit applications may be submitted via the City's [on-line permitting](#) portal.

As per the Taylorsville Land Development Code [Section 13.32.040](#), *"If no substantial construction has occurred in a development that has been granted final site plan approval pursuant to the provisions of this code within one year from the date of granting of such approval, the final site plan shall expire. The Director may extend the period during which any final site plan approval may be valid for a period not to exceed twelve (12) months."*

Please reach out with any questions regarding this letter.

Best,

A handwritten signature in black ink, appearing to read 'Jim Spung', is written over a light blue horizontal line.

Jim Spung, AICP | Senior Planner
Taylorsville Community Development Department
801-963-5400 x 3709
jspung@taylorsvilleut.gov

Attached: Approved Plan Set

BENCHMARK

SOUTH QUARTER CORNER OF SECTION 4,
TOWNSHIP 2 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN

ELEVATION = 4350.63'



CALL BLUESTAKES @ 811 AT LEAST 48
HOURS PRIOR TO THE COMMENCEMENT
OF ANY CONSTRUCTION

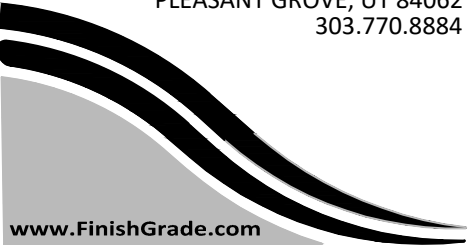
Exhibit G

BELTWAY WEST



FINISH GRADE
ENGINEERING

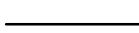
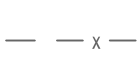
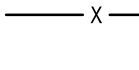
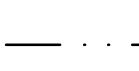
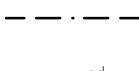
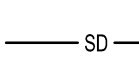
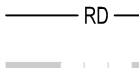
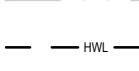
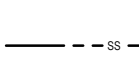
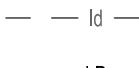
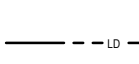
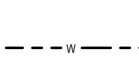
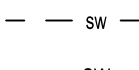
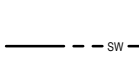
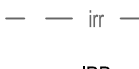
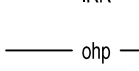
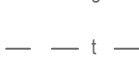
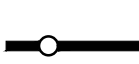
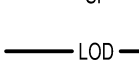
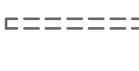
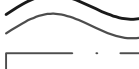
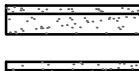
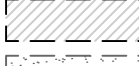
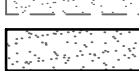
2015 W GROVE PKWY, STE H
PLEASANT GROVE, UT 84062
303.770.8884



www.FinishGrade.com

CLIENT: St. John Properties
Daniel Thomas
(801) 899-7991
1982 West Pleasant Grove Blvd, Ste D
Pleasant Grove, Ut 84062

REVISIONS:

LEGEND			
	SECTION CORNER		EXISTING EDGE OF ASPHALT
	EXISTING MONUMENT		PROPOSED EDGE OF ASPHALT
	PROPOSED MONUMENT		EXISTING STRIPING
	EXISTING REBAR AND CAP		PROPOSED STRIPING
	SET ENSIGN REBAR AND CAP		EXISTING FENCE
	EXISTING WATER METER		PROPOSED FENCE
	PROPOSED WATER METER		EXISTING FLOW LINE
	EXISTING WATER MANHOLE		PROPOSED FLOW LINE
	PROPOSED WATER MANHOLE		GRADE BREAK
	EXISTING WATER BOX		EXISTING STORM DRAIN LINE
	EXISTING WATER VALVE		PROPOSED STORM DRAIN LINE
	PROPOSED WATER VALVE		ROOF DRAIN LINE
	EXISTING FIRE HYDRANT		CATCHMENTS
	PROPOSED FIRE HYDRANT		HIGHWATER LINE
	PROPOSED FIRE DEPARTMENT CONNECTION		EXISTING SANITARY SEWER
	EXISTING SECONDARY WATER VALVE		PROPOSED SANITARY SEWER LINE
	PROPOSED SECONDARY WATER VALVE		PROPOSED SAN. SWR. SERVICE LINE
	EXISTING IRRIGATION BOX		EXISTING LAND DRAIN LINE
	EXISTING IRRIGATION VALVE		PROPOSED LAND DRAIN LINE
	PROPOSED IRRIGATION VALVE		PROPOSED LAND DRAIN SERVICE LINE
	EXISTING SANITARY SEWER MANHOLE		EXISTING CULINARY WATER LINE
	PROPOSED SANITARY SEWER MANHOLE		PROPOSED CULINARY WATER LINE
	EXISTING SANITARY CLEAN OUT		PROPOSED CULINARY WATER SERVICE LINE
	EXISTING STORM DRAIN CLEAN OUT BOX		EXISTING SECONDARY WATER LINE
	PROPOSED STORM DRAIN CLEAN OUT BOX		PROPOSED SECONDARY WATER LINE
	EXISTING STORM DRAIN INLET BOX		PROPOSED SEC. WATER SERVICE LINE
	EXISTING STORM DRAIN CATCH BASIN		EXISTING IRRIGATION LINE
	PROPOSED STORM DRAIN CATCH BASIN		PROPOSED IRRIGATION LINE
	EXISTING STORM DRAIN COMBO BOX		EXISTING OVERHEAD POWER LINE
	PROPOSED STORM DRAIN COMBO BOX		EXISTING ELECTRICAL LINE
	EXISTING STORM DRAIN CLEAN OUT		EXISTING GAS LINE
	EXISTING STORM DRAIN CULVERT		EXISTING TELEPHONE LINE
	PROPOSED STORM DRAIN CULVERT		ACCESSIBLE ROUTE
	TEMPORARY SAG INLET PROTECTION		SAW CUT LINE
	TEMPORARY IN-LINE INLET PROTECTION		STRAW WATTLE
	ROOF DRAIN		TEMPORARY BERM
	EXISTING ELECTRICAL MANHOLE		TEMPORARY SILT FENCE
	EXISTING ELECTRICAL BOX		LIMITS OF DISTURBANCE
	EXISTING TRANSFORMER		EXISTING WALL
	EXISTING UTILITY POLE		PROPOSED WALL
	EXISTING LIGHT		EXISTING CONTOURS
	PROPOSED LIGHT		PROPOSED CONTOURS
	EXISTING GAS METER		BUILDABLE AREA WITHIN SETBACKS
	EXISTING GAS MANHOLE		PUBLIC DRAINAGE EASEMENT
	EXISTING GAS VALVE		EXISTING ASPHALT TO BE REMOVED
	EXISTING TELEPHONE MANHOLE		PROPOSED ASPHALT
	EXISTING TELEPHONE BOX		EXISTING CURB AND GUTTER
	EXISTING TRAFFIC SIGNAL BOX		PROPOSED CURB AND GUTTER
	EXISTING CABLE BOX		PROPOSED REVERSE PAN CURB AND GUTTER
	EXISTING BOLLARD		TRANSITION TO REVERSE PAN CURB
	PROPOSED BOLLARD		CONCRETE TO BE REMOVED
	EXISTING SIGN		EXISTING CONCRETE
	PROPOSED SIGN		PROPOSED CONCRETE
	EXISTING SPOT ELEVATION		BUILDING TO BE REMOVED
	PROPOSED SPOT ELEVATION		EXISTING BUILDING
	EXISTING FLOW DIRECTION		PROPOSED BUILDING
	EXISTING TREE		
	DENSE VEGETATION		

NOTE: MAY CONTAIN SYMBOLS THAT ARE NOT USED IN THIS PLAN SET.

C001
1 OF 1
C100
C200
C201
C202
C203
C204
C300

COVER
ALTA/ASCM SURVEY
SITE PLAN
DRAINAGE PLAN
DRAINAGE PLAN
GRADING PLAN
GRADING PLAN
GRADING PLAN
UTILITY PLAN

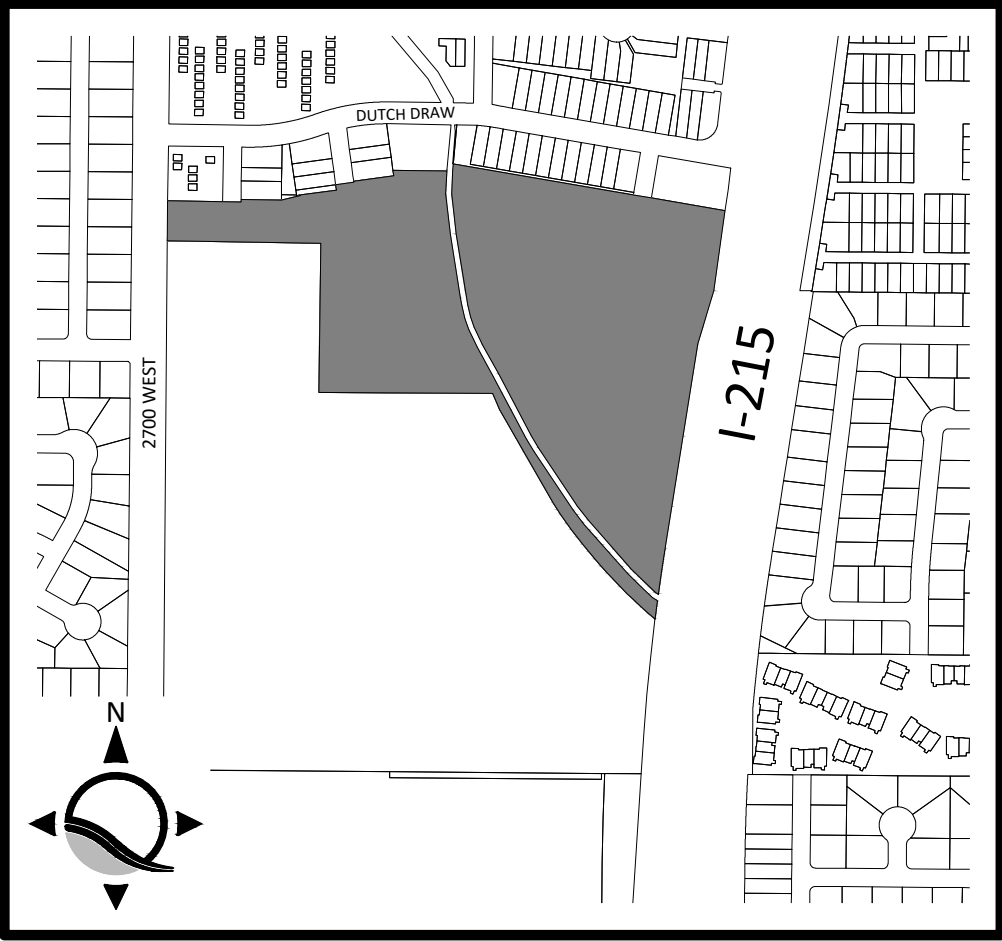
C301
C400
C500
C501
PP-1
5 SHEETS
5 SHEETS
6 SHEETS

UTILITY PLAN
EROSION CONTROL PLAN
DETAILS
DETAILS
PLAN & PROFILE
LANDSCAPE PLANS
PHOTOMETRIC PLANS
ARCHITECTURAL ELEVATIONS AND FLOOR PLAN

SHEET INDEX

NOTES TO CONTRACTOR

- CONTRACTOR'S RESPONSIBILITIES INCLUDE:
- VERIFICATION OF ALL EXISTING CONDITIONS BEFORE BIDDING, SUBMIT QUESTIONS TO ENGINEER PRIOR TO SUBMITTING BID. CONTRACTOR SHALL BE LICENSED IN THE STATE OF UTAH FROM THE TIME OF BIDDING AND THROUGH COMPLETION OF THE PROJECT.
 - VERIFICATION OF ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED REQUIREMENTS BY ALL PERMITTING AUTHORITIES. CONSULT PLANS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
 - NOTIFICATION OF THE ENGINEER OF ANY PLAN DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION AND SHALL VERIFY DIMENSIONS, GRADES, AND UTILITY DESIGN PRIOR TO IMPROVEMENT INSTALLATION. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR REWORK CAUSED BY INCORRECT DIMENSIONS OR GRADES ON THE PLANS, IF NOTIFICATION HAS NOT BEEN GIVEN. NO CHANGE IN DESIGN LOCATION OR GRADE SHALL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.
 - DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS. WET DOWN DRY MATERIALS AND DISPOSE OF RUBBISH TO PREVENT BLOWING.
 - FIXING ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS OCCURRING AFTER THE COMMENCEMENT OF CONSTRUCTION.
 - CORRECTING ANY SETTLEMENT OF OR DAMAGE TO EXISTING UTILITIES. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK. CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.
 - FURNISH ALL MATERIALS TO COMPLETE THE PROJECT.
 - NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED.
 - PROTECTION, FURNISHING, MAINTAINING, OR RESTORING SURVEY MONUMENTS ASSOCIATED WITH AND SURROUNDING THE PROJECT SITE PER CITY AND COUNTY REQUIREMENTS.
 - LAYOUT OF AND POTENTIAL CONFLICTS WITH UTILITY LINES. THE CONTRACTOR SHALL VERIFY DEPTHS OF UTILITIES IN THE FIELD BY POTHOLING A MINIMUM OF 300 FEET AHEAD OF PIPELINE CONSTRUCTION TO AVOID CONFLICTS WITH DESIGNED PIPELINE GRADE AND ALIGNMENT. IF A CONFLICT ARISES RESULTING FROM THE CONTRACTOR'S NEGLIGENCE TO POTHOLE UTILITIES, THE CONTRACTOR WILL BE REQUIRED TO RESOLVE THE CONFLICT WITHOUT ADDITIONAL COST OR CLAIM TO THE OWNER OR ENGINEER.
 - ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION OR BETTER AT NO COST TO OWNER.
 - PROVIDING SERVICES INCLUDING BUT NOT LIMITED TO: WATER, POWER, SANITARY FACILITIES, INTERNET, AND TELEPHONE SERVICES AS REQUIRED FOR THEIR OWN USE DURING CONSTRUCTION.
 - SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
 - WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
 - CONTRACTOR SHALL MAINTAIN A LEGIBLY MARKED SET OF PLANS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL IMPROVEMENTS. RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. RECORD DRAWINGS, AS COORDINATED WITH THE ENGINEER, SHALL BE APPROVED BY THE CITY PRIOR TO FINAL ACCEPTANCE.
 - OSHA COMPLIANCE AND SAFETY FOR THE PROJECT SITE.



VICINITY MAP

NOTES:

IT IS THE RESPONSIBILITY OF THE DEVELOPER AND CONTRACTOR THAT ALL WORK CONFORM TO CURRENT FEDERAL, STATE, AND CITY REQUIREMENTS, REGULATIONS, STANDARD PLANS, AND SPECIFICATIONS. ALL WORK MUST FOLLOW THE REQUIREMENTS SET FORTH BY THE ENGINEER, CITY, APWA, AND THE MUTCD AS ORDERED. CONTRACTOR TO CONTACT ENGINEER IF INFORMATION IS MISSING OR TO RESOLVE QUESTIONS.

UTILITY NOTICE

THE EXISTING UTILITY LOCATIONS AND ELEVATIONS ON THIS PLAN SET ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE 811 CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY AND RELOCATE THE EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENTS ON THE PLANS.

NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE. CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.

GEOTECHNICAL NOTE:

CONTRACTOR SHALL ADHERE TO THE RECOMMENDATIONS IN THE CURRENT PROJECT GEOTECHNICAL REPORT.

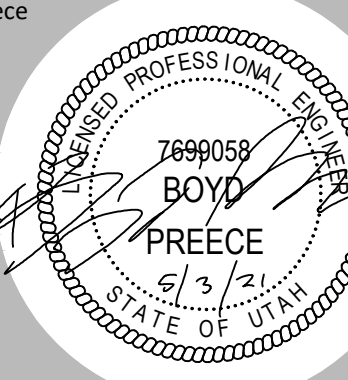
BELTWAY WEST

4235 SOUTH 2700 WEST, TAYLORSVILLE, UT

PROJECT FILE:
1057

DATE PLOTTED:
05/03/21

PROJECT MANAGER
B Preece



Submittal 05/03/2021

COVER

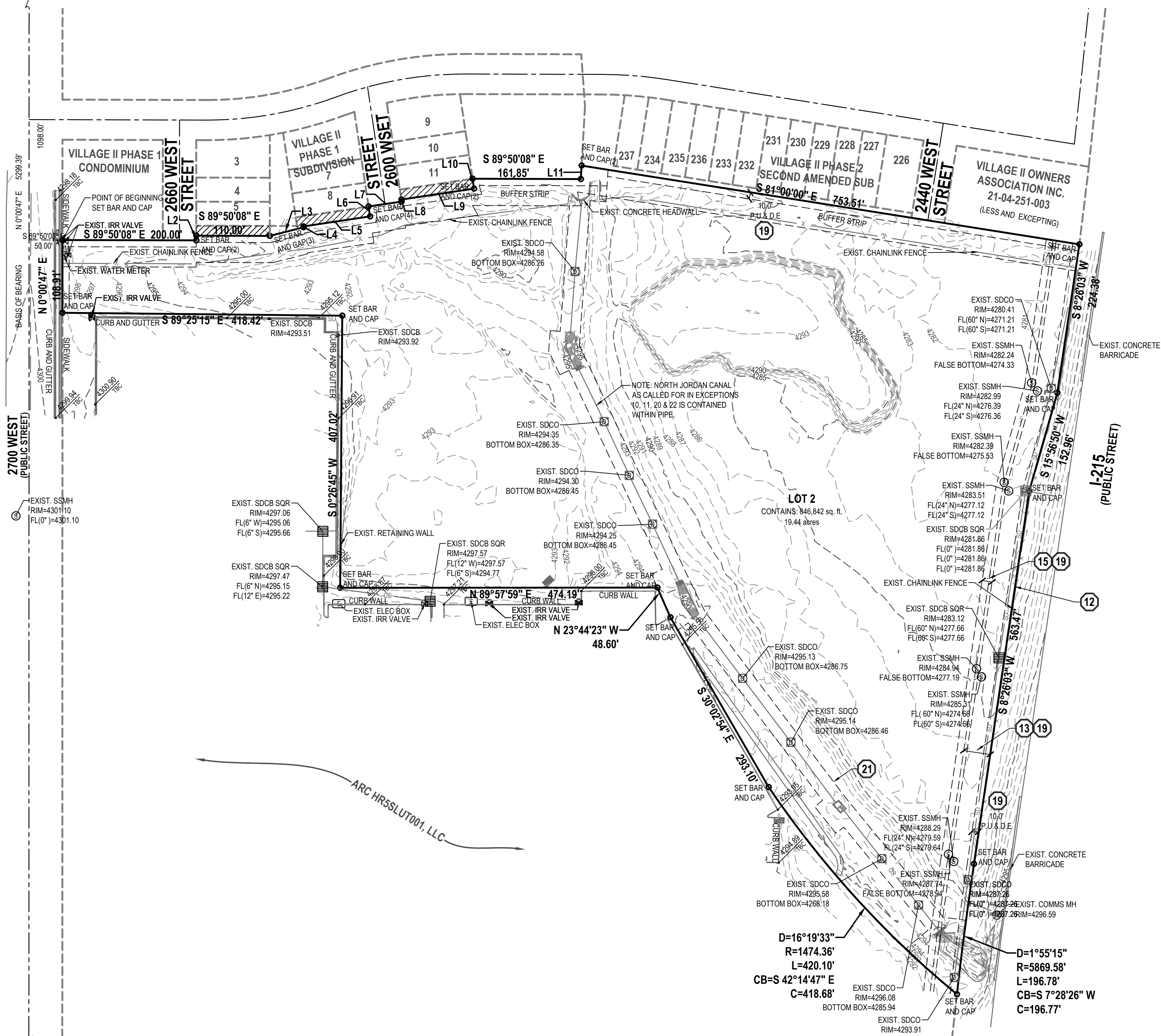
C001

Exhibit G



CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

NORTH QUARTER OF
SECTION 4,
T2S, R1W
SLB&M
(FOUND Z' ROUND TOP
BRASS CAP)



CENTER OF SECTION 4,
T2S, R1W
SLB&M
(FOUND Z' ROUND TOP
BRASS CAP)

LEGEND

	SECTION CORNER		STORM DRAIN CATCH BASIN		MINOR CONTOURS 1' INCREMENT		DEED LINE		SECONDARY WATERLINE
	MONUMENT		STORM DRAIN COMBO BOX		MAJOR CONTOURS 5' INCREMENT		TANGENT LINE		IRRIGATION LINE
	EXIST REBAR AND CAP		STORM DRAIN CULVERT		CONCRETE		EXIST DITCH FLOW LINE		CENTERLINE
	SET ENSIGN REBAR AND CAP		SIGN		BUILDING PRIMARY		FENCE		PROPERTY LINE
	SET RIVET		UTILITY MANHOLE		BUILDING SECONDARY		EDGE OF ASPHALT		ADJACENT PROPERTY LINE
	WATER METER		UTILITY POLE		BUILDABLE AREA WITHIN SETBACKS		SANITARY SEWER		ELECTRIC POWERLINE
	WATER MANHOLE		GAS METER		PUBLIC DRAINAGE EASEMENT		STORM DRAIN LINE		TELEPHONE LINE
	WATER VALVE		TREE		ADJACENT RIGHT OF WAY		GAS LINE		IRRIGATION VALVE
	FIRE HYDRANT		OVERHEAD POWER LINE		RIGHT OF WAY		WATER LINE		SANITARY SEWER MANHOLE
	ELECTRIC METER						STORM DRAIN CLEAN OUT		SCHEDULE B TITLE REPORT EXCEPTION

SURVEYOR'S NARRATIVE

I, Patrick M. Harris do hereby state that I am a Professional Land Surveyor and that I hold certificate no. 286882 as prescribed by the laws of the State of Utah and represent that I have made a survey of the following described property. The Purpose of this survey is to provide an ALTA/NSPS Land Title Survey for use by the client. The Basis of Bearing is line between the North Quarter of Section, Township 2 South, Range 1 West and the Center of Section 4 Township 2 South, Range 1 west of Salt Lake Base Meridian, measuring North 0°00'47" East 5299.39 feet.

COMMITMENT DESCRIPTIONS

LOT 2, AMERICAN EXPRESS SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDERS OFFICE.

Said property is also known by the street address of: 4235 South 2700 West, Taylorsville, UT 84129

To: (i) St. John Properties Acquisitions, LLC; (ii) First American Title Insurance Company National

This is to certify that this map or plat and the survey on which it is based were made in accordance with 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 8, 11, 13, and 19 of Table A hereof.

The field work was completed on July 30, 2019.

Date of Plat or Map: March 22, 2019.

3/22/19

Date Patrick M. Harris License No. 286882

Note: For conditions of record not shown hereon as well as specific references to items in the title report, please refer to a title report supplied by First American Title Insurance Company, of Salt Lake City, Utah under Commitment No. NCS-948536-SLC1, dated effective February 7, 2019.

Schedule B-2 Exceptions

8. Taxes for the year 2019 now a lien, not yet due. General property taxes for the year 2018 were paid in the amount of \$50,522.99. Tax Parcel No. 21-04-251-006-0000. (Non survey related)

9. Any charge upon the Land by reason of its inclusion in Taylorsville City and Taylorsville Bennion Improvement District. (Non survey related)

(The following exception affects a portion of the Land)

10. A right of way and easement favor the North Jordan Canal Irrigation Company, by Deed recorded December 19, 1939 as Entry No. 871500 in Book 244 of Deeds at Page 594. (The following exception affects a portion of the Land) (Shown on survey)

11. A right of way and easement in favor of the North Jordan Canal Irrigation Company by Deed recorded December 19, 1939 as Entry No. 871501 in Book 246 of Deeds at Page 113. (Shown on survey)

12. Access to I-215 was relinquish to the State of Utah as evidenced by that certain Warranty Deed recorded July 30, 1965 as Entry No. 2095942 in Book 2357 at Page 637 and by that certain Final Order of Condemnation, under Civil Case No. 205555, and recorded in that certain instrument recorded May 25, 1972, as Entry No. 2462485, in Book 3085, at Page 295 and in that certain instrument recorded September 19, 1973, as Entry No. 2570341, in Book 3421 at Page 356 of Official Records. (Shown on survey)

(The following exception affects a portion of the Land)

13. A right of way and easement in favor and Kearns Improvement District, its successor and assigns by easement recorded February 03, 1970, as Entry No. 2319556, in Book 2827, at Page 192 of Official Records and in that certain Judgment of Condemnation recorded May 31, 1974, as Entry No. 2625705, in Book 3599, at Page 40 of Official Records. (Shown on survey)

(The following exception affects a portion of the Land)

14. An easement over, across or through the Land for communication facilities and incidental purposes, as granted to The Mountain States Telephone and Telegraph Company, a Colorado corporation, its successors, assigns, lessees, licensees and agents by instrument recorded November 27, 1972 as Entry No. 2501733 in Book 3207 at Page 115 of Official Records. (Blanket in nature)

(The following exception affects a portion of the Land)

15. An easement over, across or through the Land for sewer line and incidental purposes, as granted to Taylorsville-Bennion Improvement District, a body politic by instrument recorded February 17, 1981 as Entry No.

3534794 in Book 5214 at Page 104 of Official Records. (Shown on survey)

(The following exception affects all of the Land, together with other land not included herein)

16. Covenant, between American Express Company and The Village 2 Owners Association, Inc. recorded May 31, 1983, as Entry No. 3799336, in Book 5462, at Page 2886 and that certain Covenant recorded February 17, 1984, as Entry No. 3906747, in Book 5532, at Page 1834 of Official Records.

Agreement Terminating Covenants and Related Agreement recorded March 19, 2014 as Entry No. 11820799 in Book 10218 at Page 2200 of Official Records.

Amendment to Agreement Terminating Covenants and Related Agreement recorded September 2, 2014 as Entry No. 11906709 in Book 10257 at Page 3290 of Official Records. (BLANKET IN NATURE)

(The following exception affects a portion of the Land)

17. An easement or rights in favor of Board of Water Resources for a water distribution system of canals, ditches, pipelines and appurtenances thereto which may affect the land as disclosed by mesne documents of record, including that certain Easement to use Distribution System recorded February 09, 1987 as Entry No. 4398608 in Book 5875 at Page 1781 of Official Records.

(The following exception affects all of the Land, together with other land not included herein) (Shown on survey)

18. Transfer and Conveyance in favor of North Jordan Irrigation Company recorded January 19, 1990 as Entry No. 4872934 in Book 6192 at Page 454 of Official Records. (Shown on survey)

19. Easements, notes and restrictions as shown on American Express subdivision plat recorded February 22, 2005 as Entry No. 9304742 in Book 2005P of Plats at Page 43. (Shown on survey)

(The following exception affects all of the Land, together with other land not included herein)

20. Notice of Easement by North Jordan Irrigation Company, a Utah corporation recorded August 16, 2011 as Entry No. 11228490 in Book 9943 at Page 4381 of Official Records. (Shown on survey)

(The following exception affects all of the Land, together with other land not included herein)

21. Terms, conditions and provisions contained within Agreement to Extinguish Easement and to Create New Easement recorded March 17, 2015 as Entry No. 12012446 in Book 10305 at Page 8142 of Official Records. (Shown on survey)

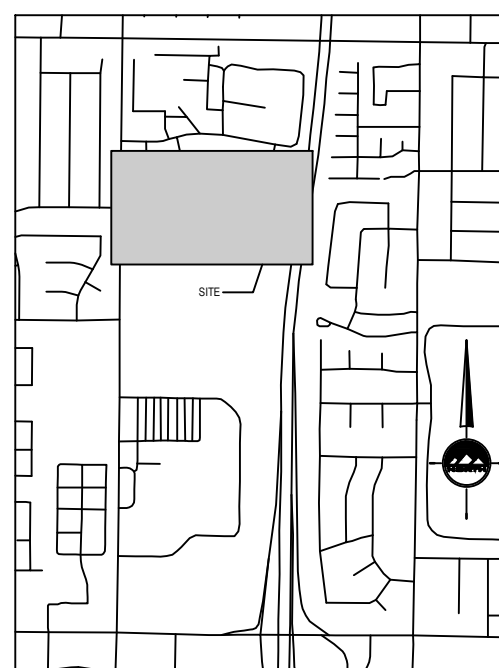
22. Easements and rights of way associated with North Jordan canal running over and across or adjacent to the subject property. (Shown on survey)

23. The State Construction Registry discloses the following Preliminary Notice(s): (None found within the last 12 months) (NON-RELATED SURVEY)

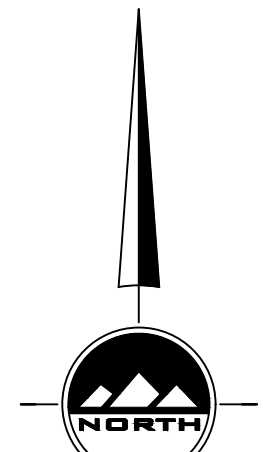
TABLE A

- All monuments used and set are shown on survey.
- Address is approximately 4235 South, 2700 West, Taylorsville, Utah.
- Subject parcel is located in Flood Zone X, per FEMA FIRM map 49035C0280E, effective September 21, 2001.
- Parcel contains 846,942 square feet, 19.44 acres.
- 1 foot contours are shown on survey.
- Substantial features are shown on survey.
- Existing utilities are shown on survey.
- Adjoining owners are shown on survey.
- All plottable easements are shown on survey.

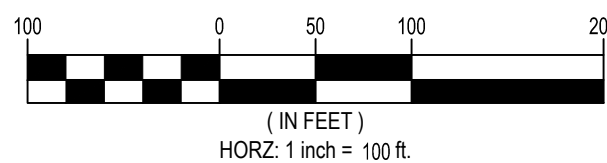
LINE TABLE		
LINE	BEARING	LENGTH
L2	N0°00'47"E	7.00'
L3	N75°38'10"E	51.99'
L4	N8°30'00"W	1.41'
L5	N81°30'00"E	100.74'
L6	N8°30'00"W	15.00'
L7	N81°30'00"E	50.00'
L8	N8°30'00"W	3.06'
L9	N81°30'00"E	110.00'
L10	N8°30'00"W	15.00'
L11	N3°18'00"E	20.23'



MAP VICINITY
NOT TO SCALE



HORIZONTAL GRAPHIC SCALE



LOCATED IN THE NORTH EAST QUARTER
OF SECTION 4
TOWNSHIP 2 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN



SALT LAKE CITY

45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON

Phone: 801.547.1100

TOOELE

Phone: 435.843.3590

CEDAR CITY

Phone: 435.865.1453

RICHFIELD

Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:

CLIENT'S ADDRESS
CLIENT CITY STATE ZIP

CONTACT:
CLIENT CONTACT
PHONE: 801-000-0000

AMERICAN EXPRESS SUBDIVISION LOT 2
ALTA-NSPS LAND SURVEY TITLE & TOPOGRAPHY
4235 SOUTH 2700 WEST
TAYLORSVILLE, UTAH 84129



ALTA-NSPS LAND
TITLE SURVEY
WITH TOPOGRAPHY

PROJECT NUMBER
6069D

PRINT DATE
4/17/19

DRAWN BY
J. JEAN PIERRE

CHECKED BY

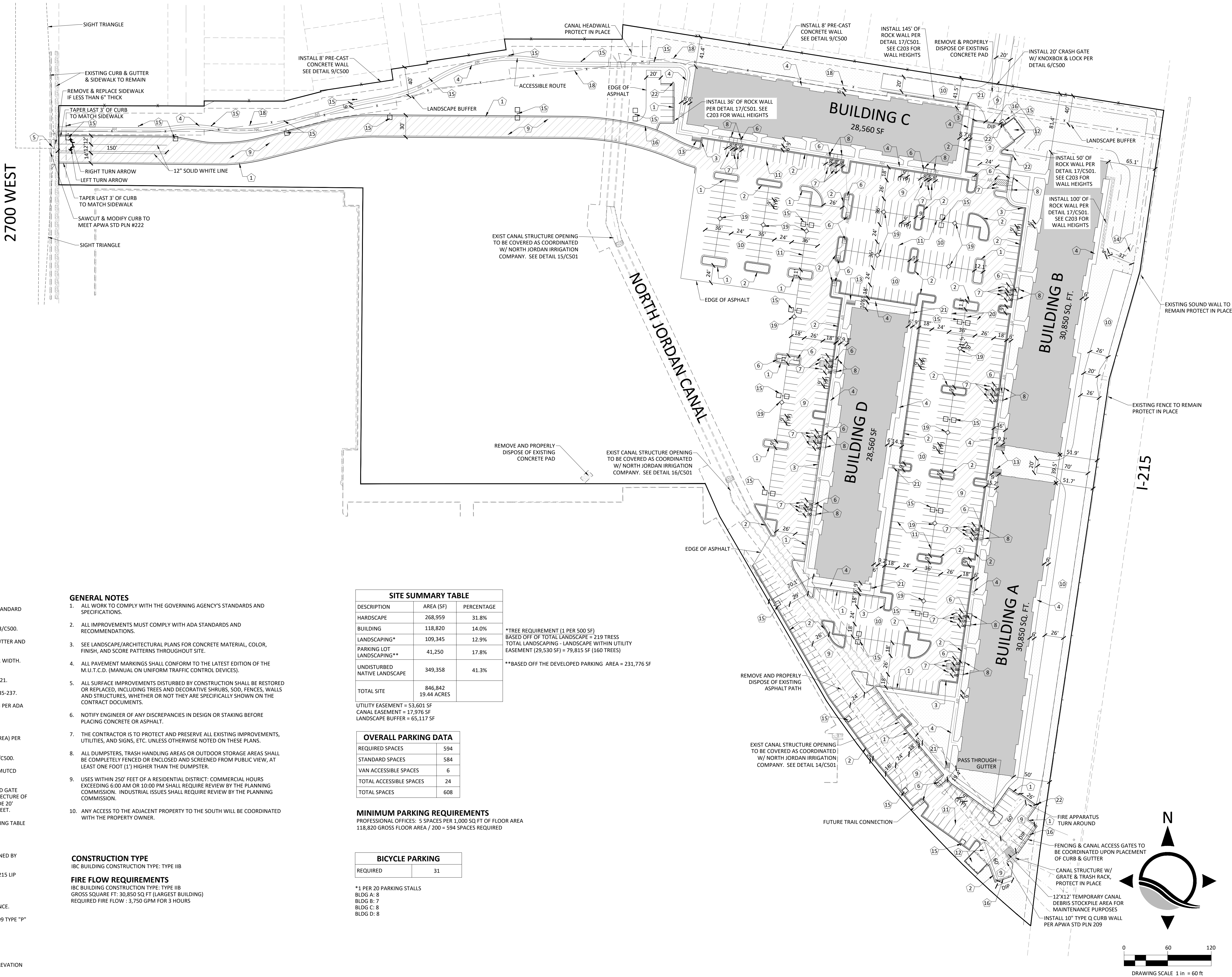
PROJECT MANAGER
P. HARRIS

1 OF 1

BENCHMARK
SOUTH QUARTER CORNER OF SECTION 4,
TOWNSHIP 2 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
ELEVATION = 4350.63'

BlueStakes of UTAH811
CALL BLUESTAKES @ 811 AT LEAST 48
HOURS PRIOR TO THE COMMENCEMENT
OF ANY CONSTRUCTION

Exhibit G



- KEYNOTES**
- 24" COLLECTION CURB AND GUTTER PER APWA STANDARD PLAN NO. 205 TYPE "E."
 - 24" REVERSE PAN CURB AND GUTTER PER DETAIL 3/C500.
 - TRANSITION BETWEEN COLLECTION CURB AND GUTTER AND REVERSE PAN CURB AND GUTTER.
 - 4" THICK CONCRETE SIDEWALK AND SEE PLAN FOR WIDTH. SEE DETAIL 7/C500.
 - FLARED DRIVE APPROACH PER APWA STD PLAN #221.
 - HANDICAP ACCESS RAMP PER APWA STD PLAN #235-237.
 - PAINTED ADA SYMBOL AND ASSOCIATED STRIPING PER ADA & MUTCD STANDARDS.
 - "HANDICAP PARKING" SIGN PER ADA STANDARDS.
 - HEAVY TRAFFIC ASPHALT PAVEMENT (HATCHED AREA) PER DETAIL 2/C500.
 - LIGHT TRAFFIC ASPHALT PAVEMENT PER DETAIL 1/C500.
 - 4" WIDE SOLID WHITE PAVEMENT MARKING PER MUTCD STANDARD PLANS.
 - TRASH ENCLOSURE WITH CONCRETE APRON- SOLID GATE REQ'D & SCREENING WALLS MUST MATCH ARCHITECTURE OF BLDG. (SEE DETAILS 8/C500 AND 10/C500) PROVIDE 20' CONCRETE APRON. SEE GENERAL NOTE 8 THIS SHEET.
 - BIKE RACK PER DETAIL 11/C501. SEE BICYCLE PARKING TABLE FOR NUMBER OF RACKS.
 - 8' ALL WEATHER ACCESS PER DETAIL 5/C500.
 - SITE LIGHTING PER PHOTOMETRIC PLAN AS DESIGNED BY OTHERS.
 - DIP DRIVEWAY APPROACH PER APWA STD PLAN #215 LIP ALTERNATE
 - NOT USED
 - REMOVE AND PROPERLY DISPOSE OF EXISTING FENCE.
 - 6" CURB WALL PER APWA STANDARD PLAN NO. 209 TYPE "P" AND SPECIFICATIONS.
 - DESIGNATED LOADING AREA.
 - STAIRS AND HANDRAIL PER DETAIL 12/C501.
 - INSTALL 2'x2' CONCRETE DISCHARGE PAD W/ 2" ELEVATION DROP INTO LANDSCAPE

- GENERAL NOTES**
- ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 - ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
 - SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
 - ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
 - ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
 - NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
 - THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
 - ALL DUMPSTERS, TRASH HANDLING AREAS OR OUTDOOR STORAGE AREAS SHALL BE COMPLETELY FENCED OR ENCLOSED AND SCREENED FROM PUBLIC VIEW, AT LEAST ONE FOOT (1') HIGHER THAN THE DUMPSTER.
 - USES WITHIN 250' FEET OF A RESIDENTIAL DISTRICT: COMMERCIAL HOURS EXCEEDING 6:00 AM OR 10:00 PM SHALL REQUIRE REVIEW BY THE PLANNING COMMISSION. INDUSTRIAL ISSUES SHALL REQUIRE REVIEW BY THE PLANNING COMMISSION.
 - ANY ACCESS TO THE ADJACENT PROPERTY TO THE SOUTH WILL BE COORDINATED WITH THE PROPERTY OWNER.

CONSTRUCTION TYPE
IBC BUILDING CONSTRUCTION TYPE: TYPE IIB

FIRE FLOW REQUIREMENTS
IBC BUILDING CONSTRUCTION TYPE: TYPE IIB
GROSS SQUARE FT: 30,850 SQ FT (LARGEST BUILDING)
REQUIRED FIRE FLOW : 3,750 GPM FOR 3 HOURS

SITE SUMMARY TABLE		
DESCRIPTION	AREA (SF)	PERCENTAGE
HARDSCAPE	268,959	31.8%
BUILDING	118,820	14.0%
LANDSCAPING*	109,345	12.9%
PARKING LOT LANDSCAPING**	41,250	17.8%
UNDISTURBED NATIVE LANDSCAPE	349,358	41.3%
TOTAL SITE	846,842 19.44 ACRES	

UTILITY EASEMENT = 53,601 SF
CANAL EASEMENT = 17,976 SF
LANDSCAPE BUFFER = 65,117 SF

OVERALL PARKING DATA	
REQUIRED SPACES	594
STANDARD SPACES	584
VAN ACCESSIBLE SPACES	6
TOTAL ACCESSIBLE SPACES	24
TOTAL SPACES	608

MINIMUM PARKING REQUIREMENTS
PROFESSIONAL OFFICES: 5 SPACES PER 1,000 SQ.FT OF FLOOR AREA
118,820 GROSS FLOOR AREA / 200 = 594 SPACES REQUIRED

BICYCLE PARKING	
REQUIRED	31

*1 PER 20 PARKING STALLS
BLDG A: 8
BLDG B: 7
BLDG C: 8
BLDG D: 8

*TREE REQUIREMENT (1 PER 500 SF)
BASED OFF OF TOTAL LANDSCAPE = 219 TREES
TOTAL LANDSCAPING - LANDSCAPE WITHIN UTILITY EASEMENT (29,530 SF) = 79,815 SF (160 TREES)

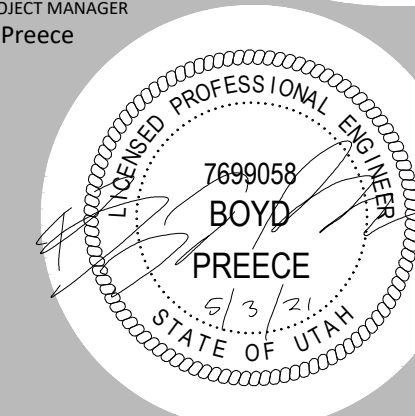
**BASED OFF THE DEVELOPED PARKING AREA = 231,776 SF

CLIENT: St. John Properties
Daniel Thomas
(801) 899-7991
1982 West Pleasant Grove Blvd, Ste D
Pleasant Grove, Ut 84062

REVISIONS:

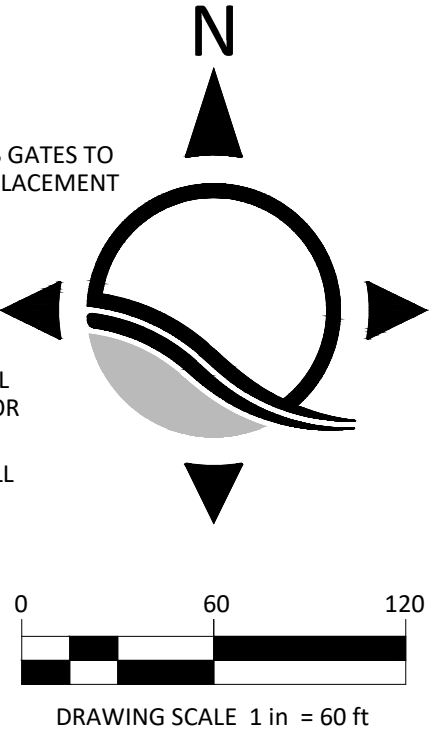
BELTWAY WEST
4235 SOUTH 2700 WEST, TAYLORSVILLE, UT

PROJECT FILE: 1057
DATE PLOTTED: 05/03/21
PROJECT MANAGER: B Preece



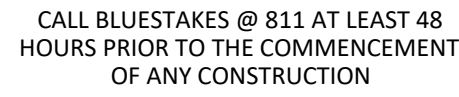
Submittal 05/03/2021
SITE PLAN

C100



SOUTH QUARTER CORNER OF SECTION 4,
TOWNSHIP 2 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN

ELEVATION = 4350.63'



SEE C201



C200

BENCHMARK
SOUTH QUARTER CORNER OF SECTION 4,
TOWNSHIP 2 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
ELEVATION = 4350.63'





FINISHGRADE
ENGINEERING

Project
Taylorsville

Project #
1057

Date
4/1/2021

Engineer
R Lacey

Project Mgr
B Preece

Sheet
1 of 1

100 YEAR DETENTION CALCULATION						
Entire Site						
CATCHMENT PROPERTIES						
Area Composition			Runoff Coefficients			
Hardscape	11.75		Ch		0.85	
Building	3.35		Cr		0.9	
Landscape	4.34		Cl		0.15	
Total Area	19.44		Composite C			
					0.70	
			Allowable Runoff	0.2 cfs/acre		
			Allowed Discharge	3.89 cfs		
Time (min)	Intensity (in/hr)	CA	Runoff (cf)	Allowable (cf)	Storage (cf)	
5	6.36	13.65	26,053	1166	24,886	
10	4.83	13.65	39,570	2333	37,238	
15	3.99	13.65	49,033	3499	45,534	
30	2.69	13.65	66,115	6998	59,116	
60	1.66	13.65	81,599	13997	67,602	
120	0.914	13.65	89,857	27994	61,863	
180	0.617	13.65	90,987	41990	48,997	
360	0.331	13.65	97,623	83981	13,643	
720	0.193	13.65	113,845	167962	-54,117	
1440	0.103	13.65	121,513	335923	-214,410	
			67,602 Cu Ft			

DRAINAGE NARRATIVE
THE DRAINAGE SYSTEM ON SITE OF THE BELTWAY WEST PROJECT HAS BEEN DESIGNED TO CONVEY AND DETAIN STORM WATER GENERATED BY THE TOTAL 19.44 ACRE DEVELOPMENT. A COMPOSITE RUNOFF COEFFICIENT WAS ESTIMATED TO BE 0.70 BASED ON THE AREA COMPOSITION OF THE SITE AS 11.75 ACRE OF HARDSCAPE, 3.35 ACRES OF BUILDINGS, AND 4.34 ACRES OF LANDSCAPE AREA. UTILIZING THESE AREAS AND THE COMPOSITE RUNOFF COEFFICIENT, IT IS ESTIMATED THAT THE TOTAL DETENTION VOLUME REQUIRED FOR THE SITE TO BE 67,602 CU.FT. WITH AN ALLOWABLE DISCHARGE RATE OF 3.89 CFS (0.20 CFS/ACRE). THE 100-YEAR STORM WAS USED IN SIZING THE ON-SITE DETENTION, AS DISCUSSED WITH TAYLORSVILLE CITY.
ALL STORM WATER WILL BE DIRECTED TO CATCH BASINS LOCATED AT LOW POINTS THROUGHOUT THE SITE AND FURTHER CONVEYED THROUGH AN UNDERGROUND PIPE NETWORK TO AN ABOVE GROUND DETENTION POND AT THE NORTHEAST CORNER OF THE SITE. THIS DETENTION POND IS DESIGNED WITH A CAPACITY OF 63,460 CU. FT. THE REMAINING VOLUME OF 4,142 CU.FT. WILL BE ACHIEVED USING THE VOLUME CAPACITY OF THE UNDERGROUND PIPES. ALL STORM WATER WILL BE ROUTED TO THE DETENTION BASIN WHERE FLOWS WILL THEN BE RESTRICTED TO 3.89 CFS, THROUGH THE USE OF AN ORIFICE PLATE, AS STORM WATER IS DISCHARGED INTO THE CITY SYSTEM RUNNING ALONG THE EASTERN BORDER OF THE SITE AND I-215. STORMS THAT GENERATE MORE RUNOFF THAN THE 100-YEAR STORM WILL OVERTOP THE POND AND FLOW TO THE EAST AWAY FROM STRUCTURE AND TO A NATURAL LOW POINT BETWEEN THE BUILDINGS IN BELTWAY WEST AND I-215.

Exhibit G

SEE C200

GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS, PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE, AND OVEREXCAVATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
5. ELEVATIONS HAVE BEEN TRUNCATED FOR CLARITY. XX.XX REPRESENTS AN ELEVATION OF 42XX.XX ON THESE PLANS. ALL ELEVATIONS TO TBC UNLESS NOTED OTHERWISE.
6. LANDSCAPED AREAS REQUIRE SUBGRADE TO BE MAINTAINED AT A SPECIFIC ELEVATION BELOW FINISHED GRADE AND REQUIRE SUBGRADE TO BE PROPERLY PREPARED AND SCARIFIED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
7. SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.
8. ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
9. ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CONSTRUCTION DAMAGE.
10. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
11. ALL FACILITIES WITH DOWNSPOUTS/ROOF DRAINS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM OR DAYLIGHTED THROUGH THE CURB. SEE MECHANICAL/PLUMBING PLANS FOR DOWNSPOUT/ROOF DRAIN LOCATIONS AND SIZES. ALL ROOF DRAINS TO HAVE MINIMUM 1% SLOPE.
12. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
13. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES OR PIPES.
14. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
15. EXISTING CANAL MANHOLE ACCESS STRUCTURES SHALL BE ADJUSTED TO GRADE AND CONCRETE COLLAR SHALL BE PLACED AROUND ACCESSES WITHIN PAVED AREAS PER CANAL COMPANY SPECIFICATIONS.

KEYNOTE

- 1 4" SDR-35 PVC ROOF DRAIN. SEE GENERAL NOTE 11
- 2 ADJUST EXISTING STRUCTURE TO GRADE & PROVIDE CONCRETE COLLAR



**FINISH GRADE
ENGINEERING**

2015 W GROVE PKWY, STE H
PLEASANT GROVE, UT 84062
303.770.8884

CLIENT: St. John Properties
Daniel Thomas
(801) 899-7991
1982 West Pleasant Grove Blvd, Ste D
Pleasant Grove, UT 84062

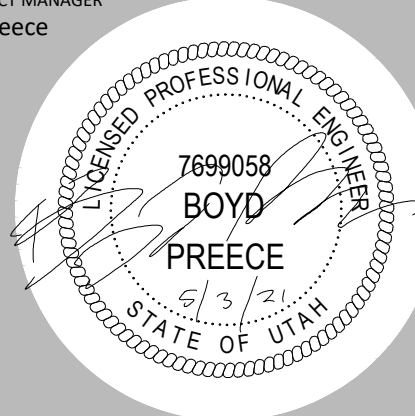
REVISIONS:



www.FinishGrade.com

BELTWAY WEST
4235 SOUTH 2700 WEST, TAYLORSVILLE, UT

PROJECT FILE:
1057
DATE PLOTTED:
05/03/21
PROJECT MANAGER
B Preece



Submittal 05/03/2021
DRAINAGE PLAN

C201

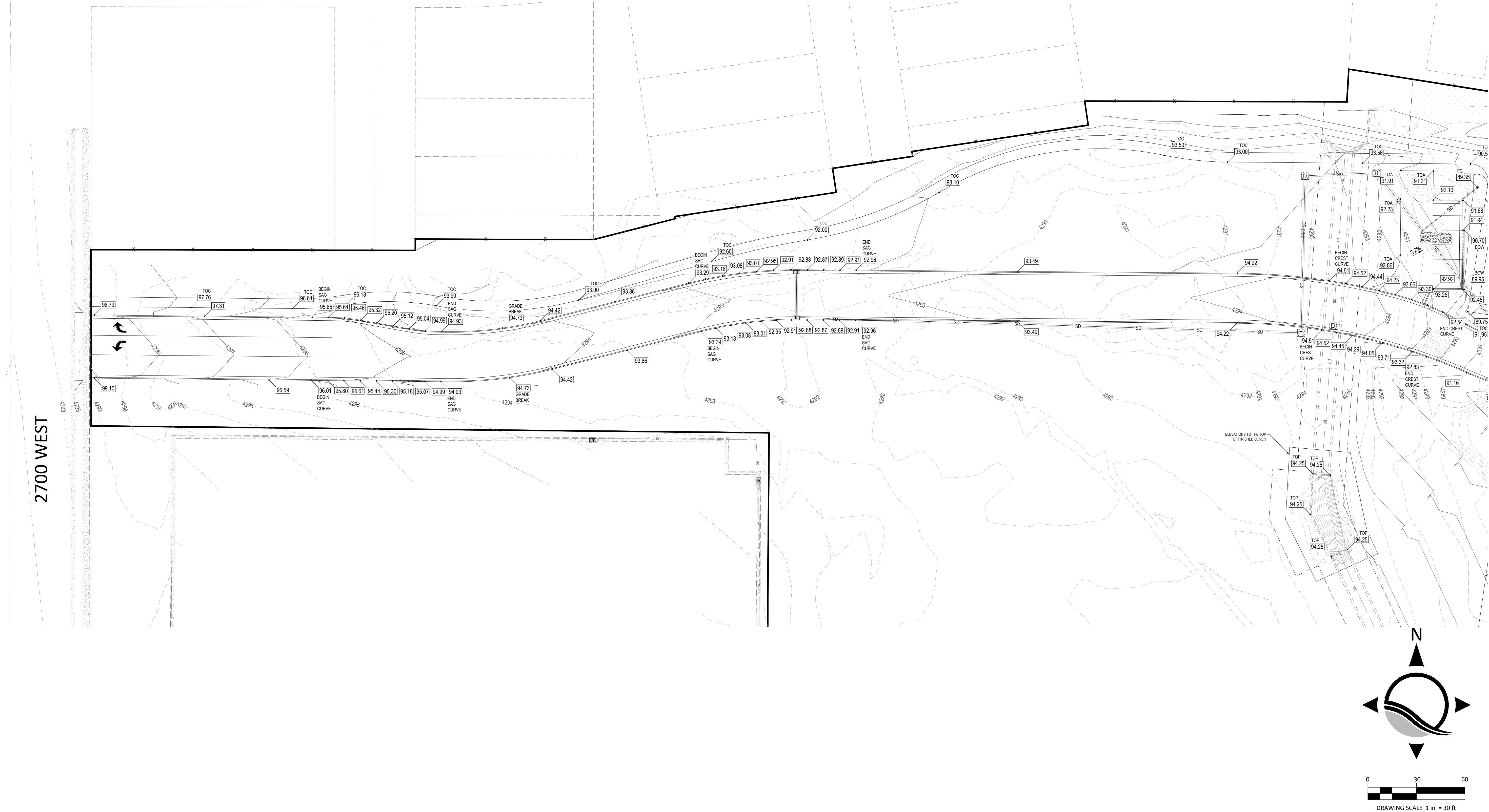
Exhibit G

BENCHMARK
SOUTH QUARTER CORNER OF SECTION 4,
TOWNSHIP 2 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN

ELEVATION = 4350.63'



CALL BLUESTAKES @ 811 AT LEAST 48
HOURS PRIOR TO THE COMMENCEMENT
OF ANY CONSTRUCTION



- GENERAL NOTES**
1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
 3. ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS, PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE, AND OVEREXCAVATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
 4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
 5. ELEVATIONS HAVE BEEN TRUNCATED FOR CLARITY. XX.XX REPRESENTS AN ELEVATION OF 42XX.XX ON THESE PLANS. ALL ELEVATIONS TO TBC UNLESS NOTED OTHERWISE.
 6. LANDSCAPED AREAS REQUIRE SUBGRADE TO BE MAINTAINED AT A SPECIFIC ELEVATION BELOW FINISHED GRADE AND REQUIRE SUBGRADE TO BE PROPERLY PREPARED AND SCARIFIED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
 7. SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.
 8. ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
 9. ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CONSTRUCTION DAMAGE.
 10. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
 11. ALL FACILITIES WITH DOWNSPOUTS/ROOF DRAINS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM OR DAYLIGHTED THROUGH THE CURB. SEE MECHANICAL/PLUMBING PLANS FOR DOWNSPOUT/ROOF DRAIN LOCATIONS AND SIZES. ALL ROOF DRAINS TO HAVE MINIMUM 1% SLOPE.
 12. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 13. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES OR PIPES.
 14. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.



**FINISH GRADE
ENGINEERING**

2015 W GROVE PKWY, STE H
PLEASANT GROVE, UT 84062
303.770.8884

www.FinishGrade.com

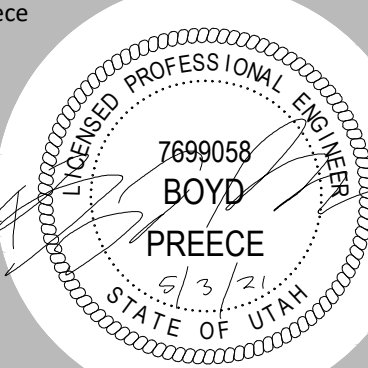
CLIENT: St. John Properties
Daniel Thomas
(801) 899-7991
1982 West Pleasant Grove Blvd, Ste D
Pleasant Grove, UT 84062

REVISIONS:

BELTWAY WEST

4235 SOUTH 2700 WEST, TAYLORSVILLE, UT

PROJECT FILE:
1057
DATE PLOTTED:
05/03/21
PROJECT MANAGER
B Preece



Submittal 05/03/2021
GRADING PLAN

C202

Exhibit G

BENCHMARK
SOUTH QUARTER CORNER OF SECTION 4,
TOWNSHIP 2 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN

ELEVATION = 4350.63'



CALL BLUESTAKES @ 811 AT LEAST 48
HOURS PRIOR TO THE COMMENCEMENT
OF ANY CONSTRUCTION



SEE C202

SEE C204

- GENERAL NOTES**
1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
 3. ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS, PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE, AND OVEREXCAVATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
 4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
 5. ELEVATIONS HAVE BEEN TRUNCATED FOR CLARITY. XXXX REPRESENTS AN ELEVATION OF 42XX.XX ON THESE PLANS. ALL ELEVATIONS TO TBC UNLESS NOTED OTHERWISE.
 6. LANDSCAPED AREAS REQUIRE SUBGRADE TO BE MAINTAINED AT A SPECIFIC ELEVATION BELOW FINISHED GRADE AND REQUIRE SUBGRADE TO BE PROPERLY PREPARED AND SCARIFIED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
 7. SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.
 8. ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
 9. ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CONSTRUCTION DAMAGE.
 10. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
 11. ALL FACILITIES WITH DOWNSPOUTS/ROOF DRAINS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM OR DAYLIGHTED THROUGH THE CURB. SEE MECHANICAL/PLUMBING PLANS FOR DOWNSPOUT/ROOF DRAIN LOCATIONS AND SIZES. ALL ROOF DRAINS TO HAVE MINIMUM 1% SLOPE.
 12. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 13. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES OR PIPES.
 14. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.



**FINISH GRADE
ENGINEERING**

2015 W GROVE PKWY, STE H
PLEASANT GROVE, UT 84062
303.770.8884

www.FinishGrade.com

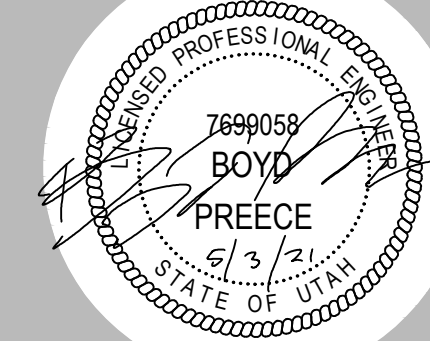
CLIENT: St. John Properties
Daniel Thomas
(801) 899-7991
1982 West Pleasant Grove Blvd, Ste D
Pleasant Grove, UT 84062

REVISIONS:

BELTWAY WEST

4235 SOUTH 2700 WEST, TAYLORSVILLE, UT

PROJECT FILE:
1057
DATE PLOTTED:
05/03/21
PROJECT MANAGER
B Preece



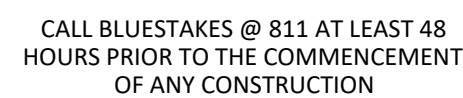
Submittal 05/03/2021

GRADING PLAN

C203

SOUTH QUARTER CORNER OF SECTION 4,
TOWNSHIP 2 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN

ELEVATION = 4350.63'



ELEVATIONS TO THE TOP

SEE C203

BUILDING D

$$FF=4294.25$$

BUILDING A

FF=4292.00

1-215

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER AND THE UTILITY ENGINEER. ALL UTILITIES SHALL BE UNCONSOLIDATED FILL, ORGANICS AND DEBRIS, PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE, AND OVEREXCAVATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SLOPE CONDITIONS.
5. ELEVATIONS HAVE BEEN TRUNCATED FOR CLARITY. XXX.XX REPRESENTS AN ELEVATION OF 42XX.XX ON THESE PLANS. ALL ELEVATIONS TO B.T.C. UNLESS NOTED OTHERWISE.
6. LANDSCAPED AREAS REQUIRE SUBGRADE TO BE MAINTAINED AT A SPECIFIC ELEVATION BELOW FINISHED GRADE AND REQUIRE SUBGRADE TO BE PROPERLY PREPARED AND SCARIFIED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
7. ALL LANDSCAPED AREAS ARE AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.
8. ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
9. ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CONSTRUCTION DAMAGE.
10. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE EXISTENCE OF THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE EXISTENCE OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE "TYPICAL" IF FOUND TO EXIST. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
11. ALL FACILITIES WITH DOWNSPOUTS/ROOF DRAINS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM OR DAYLIGHTED THROUGH THE CURB. SEE MECHANICAL/PLUMBING PLANS FOR DOWNSPOUT/ROOF DRAIN LOCATIONS AND SIZES. ALL ROOF DRAINS TO HAVE MINIMUM 1/8" SLOPE.
12. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
13. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES.
14. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.



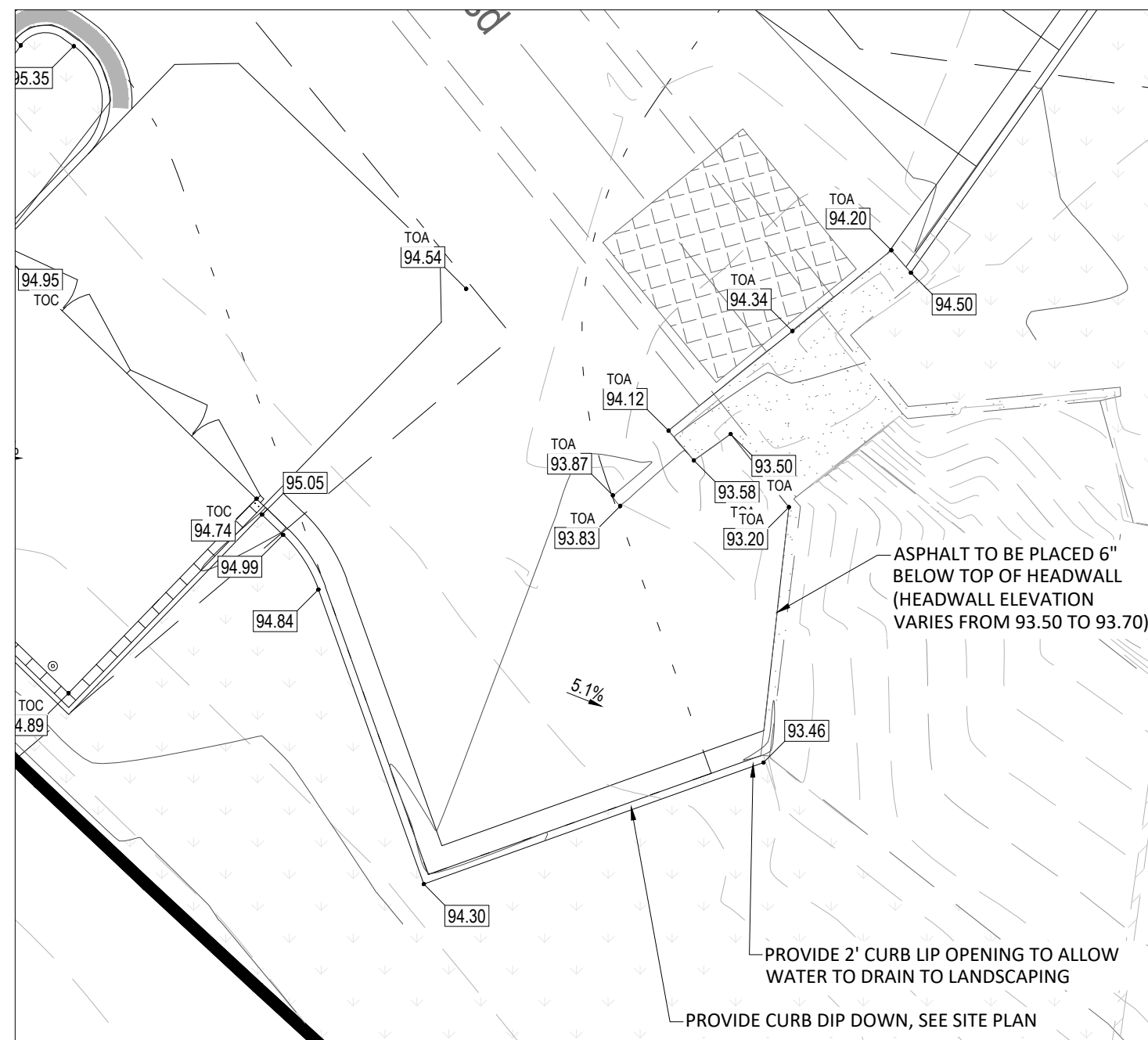
2015 W GROVE PKWY, STE H
PLEASANT GROVE, UT 84062
303.770.8884

CLIENT: St. John Properties
Daniel Thomas
(801) 899-7991
1982 West Pleasant Grove Blvd, Ste D
Pleasant Grove, Ut 84062

REVISIONS

BELTWAY WEST

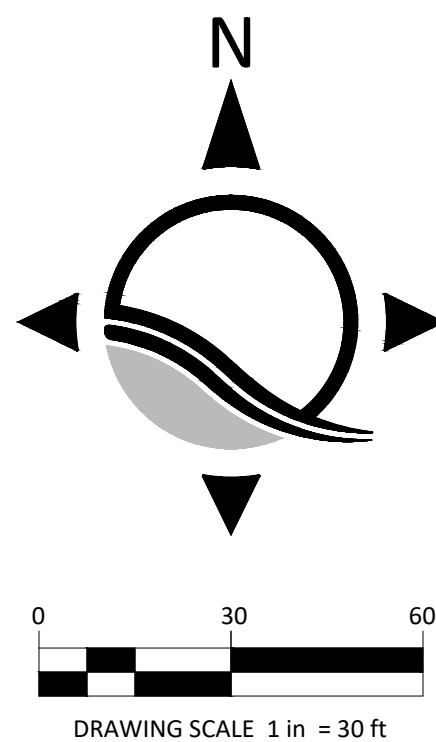
4235 SOUTH 2700 WEST, TAYLORSVILLE, UT



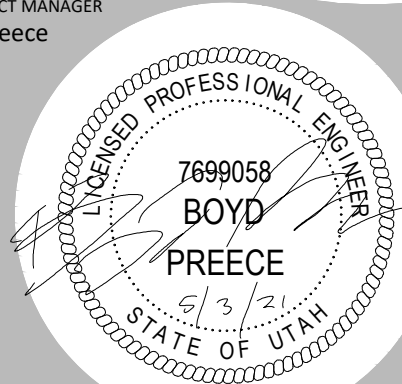
-ASPHALT TO BE PLACED 6" BELOW TOP OF HEADWALL (HEADWALL ELEVATION VARIES FROM 93.50 TO 93.70)

— PROVIDE 2' CURB LIP OPENING TO ALLOW
WATER TO DRAIN TO LANDSCAPING

PROVIDE CURB DIP DOWN. SEE SITE PLAN



PROJECT FILE:
1057
DATE PLOTTED:
05/03/21
PROJECT MANAG
B Preece

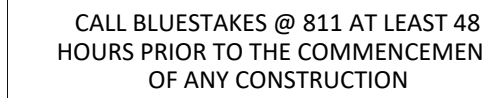


Submittal 05/03/2021

GRADING PLAN

C204

SOUTH QUARTER CORNER OF SECTION 4,
TOWNSHIP 2 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
ELEVATION = 4350.63'



EXISTING 10" WATER LINE

2700 WEST

SOLITUDE RIDGE

SOUTH DUTCH DRAW CIRCLE

DUTCH DRAW

2440 WEST

BUILDING C
FF=4290.00

BUILDING B
FF=4290.00

BUILDING D
FF=4294.25

BUILDING A
FF=4292.00

NORTH JORDAN IRRIGATION COMPANY CANAL

I-215

EXISTING 6" WATER LINE

EXIST FIRE HYDRANT

EXISTING 12" PVC-SAN SWR

EXIST 4" SSMH #313EX
RIM=4292.28
FL(IN-W)=4280.76
FL(IN-S)=4280.77
FL(OUT-E)=4280.59

FIELD LOCATE EXISTING SEWER LINE.
INSTALL SSMH AT END OF LINE. FIELD
VERIFY FL DEPTH PRIOR TO CONSTRUCTION
RIM=4293.00±
FL=4282.50±

**EXISTING 24" STEEL CASING SHOWN. FLOW LINES MATCH
PREVIOUS SITE DESIGN (CRESCENT CORPORATE CENTER)
CONTRACTOR TO FIELD VERIFY LOCATION & DEPTH OF
CROSSING PRIOR TO PLACING ANY IMPROVEMENTS**

**HOT TAP EXIST 6" LINE PER TBID STDS. & SPECS. USE
REDUCER TO TRANSITION BETWEEN 10" AND 6" LINE
& INSTALL 6" GATE VALVE. INSTALL NECESSARY
FITTINGS TO LOCATE WATERLINE 5' OFF OF THE LIP
OF GUTTER IN 2440 WEST. REPAIR SURFACE
IMPROVEMENTS DISTURBED BY INSTALLATION.**

**EXISTING SPRINKLER SYSTEM TO BE
MODIFIED, SEE LANDSCAPE &
IRRIGATION PLANS**

**FIELD LOCATE EXISTING 10" WATERLINE & HOT
TAP PER TBID STANDARDS AND SPECIFICATIONS**

**INSTALL 6" SDR-35 PVC-SAN SWR
120.00 L.F. @ 1.00% SLOPE**

PLUG & MARK W/ TREATED 2x4

16' WATERLINE EASEMENT

**PREVIOUSLY INSTALLED STAINLESS STEEL
WATER LINE LOOP AT CANAL CROSSING.**

EXISTING IRRIGATION VALVES

**PATCH AND RESTORE SURFACE
IMPROVEMENT DISTURBED FOR
WATER LINE CONNECTION**

EXISTING IRRIGATION VALVES

**EXISTING WATER METER TO REMAIN
PROTECT IN PLACE**

**EXISTING LANDSCAPING
WATER METER**

1" 6" PVC SLEEVE (RRR)

(1) 8" PVC SLEEVE (GAS)

(3) 8" PVC SLEEVE (GAS)

(8) 6" PVC SLEEVE (DATA/COMM)

(2) 6" PVC SLEEVE (DATA/COMM)

(4) 6" PVC SLEEVE (DATA/COMM)

NOTES

1. ALL WORK TO CONFORM TO GOVERNING AGENCY'S STANDARDS.
2. THE EXISTING UTILITY LOCATIONS AND ELEVATIONS ON THIS PLAN SET ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE 811 CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY AND RELOCATE THE EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENT ON THE PLANS.
3. WHERE POSSIBLE DEFLECT WATERLINE AROUND EXISTING UTILITIES TO AVOID LOOPING WHILE STAYING WITHIN DISTRICT STANDARD. NECESSARY LOOPING TO BE DONE PER DISTRICT REQUIREMENTS.
4. CONTRACTOR TO ADJUST EXISTING UTILITIES TO GRADE.
5. CONTRACTOR TO PRESERVE EXISTING IMPROVEMENTS OR REPLACE DAMAGED IMPROVEMENTS TO LIKE OR BETTER CONDITION.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN AS SOON AS THEY ARE DISCOVERED AND PRIOR TO ANY INSTALLATION.
7. ALL UTILITIES SHALL BE PLACED UNDERGROUND WITH THE EXCEPTION OF BACKFLOW DEVICES. UTILITY BOXES, TRANSFORMERS, ETC SHALL BE GROUPED TOGETHER, ATTACHED TO THE SIDE OF THE BUILDING AND PAINTED TO MATCH THE ADJACENT BUILDING WALL. UTILITY BOXES SHALL BE PLACED 5' FROM SIDEWALK AND CURBING AND SHIELDED WITH LANDSCAPING OR ARCHITECTURAL ELEMENTS. PER TAYLORSVILLE CITY CODE 13.23.120 AND CITY OF TAYLORSVILLE ARCHITECTURAL DESIGN STANDARDS: CH.37, SEC. 2, SUBSECTION K.

TAYLORSVILLE BENNION IMPROVEMENT DISTRICT NOTES

1. WATER MAINS SHALL HAVE A MINIMUM OF 10-FEET OF HORIZONTAL CLEARANCE FROM SEWER MAINS AND A MINIMUM OF 18-INCHES OF VERTICAL SEPARATION WITH THE WATER BEING LAID ABOVE THE SEWER.
2. WATER SHALL BE DESIGNED WITH A BURY DEPTH OF 42-INCHES TO THE TOP OF PIPE. WHERE VERTICAL CONFLICTS EXIST WITH THE WATERLINE, A PRE-FAB STEEL LOOP WILL BE REQUIRED TO BE INSTALLED.
3. WHERE POSSIBLE FITTINGS SHALL BE FLANGED TOGETHER.
4. ALL WORK ON THE SEWER AND WATERLINE IS TO BE TO DISTRICT STANDARDS.
5. THE DISTRICT WILL TAP THE WATER LINE FOR THE SERVICE AND INSTALL A CORP. STOP AS PART OF THE CONNECTION FEES. THE CONTRACTOR IS RESPONSIBLE FOR EXCAVATING FOR THE TAP AND PROVIDING TRAFFIC CONTROL.
6. SEWER AND WATER CONNECTION AND IMPACT FEES ARE TO BE PAID BEFORE STARTING ANY WORK.

FIRE FLOW REQUIREMENTS

IBC BUILDING CONSTRUCTION TYPE: TYPE IIB
GROSS SQUARE FT: 30,850 SQ. FT (LARGEST BUILDING)
REQUIRED FIRE FLOW : 3,750 GPM FOR 3 HOURS

NOTES

1. ALL WORK TO CONFORM TO GOVERNING AGENCY'S STANDARDS.
2. THE EXISTING UTILITY LOCATIONS AND ELEVATIONS ON THIS PLAN SET ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE 811 CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY AND RELOCATE THE EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENT ON THE PLANS.
3. WHERE POSSIBLE DEFLECT WATERLINE AROUND EXISTING UTILITIES TO AVOID LOOPING WHILE STAYING WITHIN DISTRICT STANDARD. NECESSARY LOOPING TO BE DONE PER DISTRICT REQUIREMENTS.
4. CONTRACTOR TO ADJUST EXISTING UTILITIES TO GRADE.
5. CONTRACTOR TO PRESERVE EXISTING IMPROVEMENTS OR REPLACE DAMAGED IMPROVEMENTS TO LIKE OR BETTER CONDITION.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN AS SOON AS THEY ARE DISCOVERED AND PRIOR TO ANY INSTALLATION.
7. ALL UTILITIES SHALL BE PLACED UNDERGROUND WITH THE EXCEPTION OF BACKFLOW DEVICES. UTILITY BOXES, TRANSFORMERS, ETC SHALL BE GROUPED TOGETHER, ATTACHED TO THE SIDE OF THE BUILDING AND PAINTED TO MATCH THE ADJACENT BUILDING WALL. UTILITY BOXES SHALL BE PLACED 5' FROM SIDEWALK AND CURBING AND SHIELDED WITH LANDSCAPING OR ARCHITECTURAL ELEMENTS. PER TAYLORSVILLE CITY CODE 13.23.120 AND CITY OF TAYLORSVILLE ARCHITECTURAL DESIGN STANDARDS: CH.37, SEC. 2, SUBSECTION K.

NOTES

1. ALL WORK TO CONFORM TO GOVERNING AGENCY'S STANDARDS.
2. THE EXISTING UTILITY LOCATIONS AND ELEVATIONS ON THIS PLAN SET ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE 811 CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY AND RELOCATE THE EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENT ON THE PLANS.
3. WHERE POSSIBLE DEFLECT WATERLINE AROUND EXISTING UTILITIES TO AVOID LOOPING WHILE STAYING WITHIN DISTRICT STANDARD. NECESSARY LOOPING TO BE DONE PER DISTRICT REQUIREMENTS.
4. CONTRACTOR TO ADJUST EXISTING UTILITIES TO GRADE.
5. CONTRACTOR TO PRESERVE EXISTING IMPROVEMENTS OR REPLACE DAMAGED IMPROVEMENTS TO LIKE OR BETTER CONDITION.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN AS SOON AS THEY ARE DISCOVERED AND PRIOR TO ANY INSTALLATION.
7. ALL UTILITIES SHALL BE PLACED UNDERGROUND WITH THE EXCEPTION OF BACKFLOW DEVICES. UTILITY BOXES, TRANSFORMERS, ETC SHALL BE GROUPED TOGETHER, ATTACHED TO THE SIDE OF THE BUILDING AND PAINTED TO MATCH THE ADJACENT BUILDING WALL. UTILITY BOXES SHALL BE PLACED 5' FROM SIDEWALK AND CURBING AND SHIELDED WITH LANDSCAPING OR ARCHITECTURAL ELEMENTS. PER TAYLORSVILLE CITY CODE 13.23.120 AND CITY OF TAYLORSVILLE ARCHITECTURAL DESIGN STANDARDS: CH.37, SEC. 2, SUBSECTION K.

NOTES

1. ALL WORK TO CONFORM TO GOVERNING AGENCY'S STANDARDS.
2. THE EXISTING UTILITY LOCATIONS AND ELEVATIONS ON THIS PLAN SET ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE 811 CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY AND RELOCATE THE EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENT ON THE PLANS.
3. WHERE POSSIBLE DEFLECT WATERLINE AROUND EXISTING UTILITIES TO AVOID LOOPING WHILE STAYING WITHIN DISTRICT STANDARD. NECESSARY LOOPING TO BE DONE PER DISTRICT REQUIREMENTS.
4. CONTRACTOR TO ADJUST EXISTING UTILITIES TO GRADE.
5. CONTRACTOR TO PRESERVE EXISTING IMPROVEMENTS OR REPLACE DAMAGED IMPROVEMENTS TO LIKE OR BETTER CONDITION.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN AS SOON AS THEY ARE DISCOVERED AND PRIOR TO ANY INSTALLATION.
7. ALL UTILITIES SHALL BE PLACED UNDERGROUND WITH THE EXCEPTION OF BACKFLOW DEVICES. UTILITY BOXES, TRANSFORMERS, ETC SHALL BE GROUPED TOGETHER, ATTACHED TO THE SIDE OF THE BUILDING AND PAINTED TO MATCH THE ADJACENT BUILDING WALL. UTILITY BOXES SHALL BE PLACED 5' FROM SIDEWALK AND CURBING AND SHIELDED WITH LANDSCAPING OR ARCHITECTURAL ELEMENTS. PER TAYLORSVILLE CITY CODE 13.23.120 AND CITY OF TAYLORSVILLE ARCHITECTURAL DESIGN STANDARDS: CH.37, SEC. 2, SUBSECTION K.

NOTES

1. ALL WORK TO CONFORM TO GOVERNING AGENCY'S STANDARDS.
2. THE EXISTING UTILITY LOCATIONS AND ELEVATIONS ON THIS PLAN SET ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE 811 CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY AND RELOCATE THE EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENT ON THE PLANS.
3. WHERE POSSIBLE DEFLECT WATERLINE AROUND EXISTING UTILITIES TO AVOID LOOPING WHILE STAYING WITHIN DISTRICT STANDARD. NECESSARY LOOPING TO BE DONE PER DISTRICT REQUIREMENTS.
4. CONTRACTOR TO ADJUST EXISTING UTILITIES TO GRADE.
5. CONTRACTOR TO PRESERVE EXISTING IMPROVEMENTS OR REPLACE DAMAGED IMPROVEMENTS TO LIKE OR BETTER CONDITION.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN AS SOON AS THEY ARE DISCOVERED AND PRIOR TO ANY INSTALLATION.
7. ALL UTILITIES SHALL BE PLACED UNDERGROUND WITH THE EXCEPTION OF BACKFLOW DEVICES. UTILITY BOXES, TRANSFORMERS, ETC SHALL BE GROUPED TOGETHER, ATTACHED TO THE SIDE OF THE BUILDING AND PAINTED TO MATCH THE ADJACENT BUILDING WALL. UTILITY BOXES SHALL BE PLACED 5' FROM SIDEWALK AND CURBING AND SHIELDED WITH LANDSCAPING OR ARCHITECTURAL ELEMENTS. PER TAYLORSVILLE CITY CODE 13.23.120 AND CITY OF TAYLORSVILLE ARCHITECTURAL DESIGN STANDARDS: CH.37, SEC. 2, SUBSECTION K.

NOTES

1. ALL WORK TO CONFORM TO GOVERNING AGENCY'S STANDARDS.
2. THE EXISTING UTILITY LOCATIONS AND ELEVATIONS ON THIS PLAN SET ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE 811 CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY AND RELOCATE THE EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENT ON THE PLANS.
3. WHERE POSSIBLE DEFLECT WATERLINE AROUND EXISTING UTILITIES TO AVOID LOOPING WHILE STAYING WITHIN DISTRICT STANDARD. NECESSARY LOOPING TO BE DONE PER DISTRICT REQUIREMENTS.
4. CONTRACTOR TO ADJUST EXISTING UTILITIES TO GRADE.
5. CONTRACTOR TO PRESERVE EXISTING IMPROVEMENTS OR REPLACE DAMAGED IMPROVEMENTS TO LIKE OR BETTER CONDITION.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN AS SOON AS THEY ARE DISCOVERED AND PRIOR TO ANY INSTALLATION.
7. ALL UTILITIES SHALL

- 1 INSTALL 10" C900 PVC DR18 WATER LINE. INSTALLATION AND
TRENCHING PER TBID STANDARDS AND SPECIFICATIONS
- 2 INSTALL FIRE HYDRANT ASSEMBLY W/ 6" C900 PVC DR18 FIRE
HYDRANT SERVICE PER TBID STANDARD DETAIL TB-207
- INSTALL FITTINGS AND BENDS W/ MECHANICAL JOINTS & THRUST
BLOCKS PER TBID STANDARDS AND SPECIFICATIONS
- 3 TEE/90° BEND
- 4 45° BEND
- 5 22.5° BEND
- 6 11.25° BEND
- 7 INSTALL 2" WATER METER PER TBID STANDARD DETAIL TB-203A
W/ 2" POLYETHYLENE SERVICE
- 8 INSTALL 6" SDR-35 PVC SAN. SWR. LATERAL (SEE PLAN FOR
SLOPES) W/ SSCC @ 100' MAXIMUM SPACING, INSTALLATION
AND TRENCHING PER TBID STANDARDS AND SPECIFICATIONS
- 9 INSTALL 10" GATE VALVE, CONNECT TO FITTINGS AND BENDS W/
MECHANICAL JOINT
- 10 FIRE DEPARTMENT CONNECTION
- 11 NOT USED
- 12 CONTINUATION PER MECHANICAL PLANS. VERIFY BUILDING
CONNECTION LOCATIONS PRIOR TO CONSTRUCTION
- 13 SITE LIGHTING PER PHOTOMETRIC PLAN AS DESIGNED BY OTHERS
- 14 POINT OF CONNECTION FOR IRRIGATION CONTROL. PROVIDE
STOP AND WASTE VALVE AND BOX. BACKFLOW REQUIREMENTS
TO MEET CITY STANDARDS AND IRRIGATION PLANS.
- 15 6" C900 PVC DR18 FIRE SPRINKLER SERVICE
- 16 POTHOLE TO VERIFY LOCATION & DEPTH OF CROSSING PRIOR TO
PLACING ANY IMPROVEMENTS

1. ALL WORK TO CONFORM TO GOVERNING AGENCY'S STANDARDS.
2. THE EXISTING UTILITY LOCATIONS AND ELEVATIONS ON THIS PLAN SHALL BE VERIFIED ON RECONSTRUCTION. THE CONTRACTOR SHALL LOCATE, MARK, EXPOSE AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE 811 CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION OR CUTTING. THE FIELD LOCATIONS OF UTILITIES, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY AND RELOCATE THE EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENT ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF UTILITIES TO AVOID LOOPING WHILE STAYING WITHIN DISTRICT STANDARD. NECESSARY LOOPING TO BE DONE PER DISTRICT REQUIREMENTS.
3. CONTRACTOR TO ADJUST EXISTING UTILITIES TO GRAD TO MATCH THE PROPOSED GRADE.
4. CONTRACTOR TO PRESERVE EXISTING IMPROVEMENTS OR REPLACE DAMAGED IMPROVEMENTS TO LIKE OR BETTER CONDITION.
5. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN AS SOON AS THEY ARE OBSERVED.
6. ALL UTILITIES SHALL BE PLACED UNDERGROUND WITH THE EXCEPTION OF BACKFLOW DEVICES, UTILITY BOXES, TRANSFORMERS, ETC. SHALL BE GROUPED TOGETHER, ATTACHED TO THE SAME SERVICE, AND BE PLACED TO THE ADJACENT SIDEWALK. UTILITY BOXES SHALL BE PLACED 5' FROM SIDEWALK AND CURBING AND SHIELDED WITH LANDSCAPING OR ARCHITECTURAL ELEMENTS. PER TAYLORSVILLE CITY CODE 13.2.01.010 CITY OF TAYLORSVILLE UTILITIES STRUCTURAL STANDARDS; CH.37, SEC. 2, SUBSECTION K.

1. WATER MAINS SHALL HAVE A MINIMUM OF 10-FOET OF HORIZONTAL CLEARANCE FROM SEWER MAINS AND A MINIMUM OF 18-INCHES OF VERTICAL SEPARATION WITH THE WATER BEING LAID ABOVE THE SEWER.
2. ALL WORK ON THE SEWER MAINS SHALL BE 42-INCHES TO THE TOP OF THE PIPE. WHERE VERTICAL CONFLICTS EXIST WITH THE WATERLINE, A PRE-FAB STEEL LOOP WILL BE REQUIRED TO BE INSTALLED.
3. WHERE POSSIBLE FITTINGS SHALL BE FLANGED TOGETHER.
4. ALL WORK ON THE SEWER MAINS SHALL BE TO BE IN DISTRICT STANDARDS.
5. THE DISTRICT WILL TAP THE WATER LINE FOR THE SERVICE AND INSTALL A CORP. STOP AS PART OF THE CONNECTION FEES. THE CONTRACTOR IS RESPONSIBLE FOR EXCAVATING FOR THE TAP AND PROVIDING TAPPING CONTROL.
6. SEWER AND WATER CONNECTION AND IMPACT FEES ARE TO BE PAID BEFORE STARTING ANY WORK.

IBC BUILDING CONSTRUCTION TYPE: TYPE IIB
GROSS SQUARE FT: 30,850 SQ FT (LARGEST BUILDING)
REQUIRED FIRE FLOW : 3,750 GPM FOR 3 HOURS

CLIENT: St. John Properties
Daniel Thomas
(801) 899-7991
1982 West Pleasant Grove Blvd, Ste D
Pleasant Grove, Ut 84062
[REDACTED]

REVISIONS:

4235 SOUTH 2700 WEST, TAYLORSVILLE, UT

C300

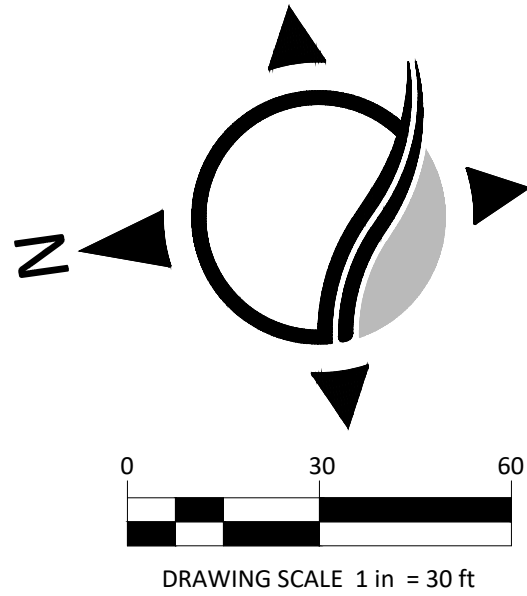
BENCHMARK

SOUTH QUARTER CORNER OF SECTION 4,
TOWNSHIP 2 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN

ELEVATION = 4350.63'

CALL BLUESTAKES @ 811 AT LEAST 48
HOURS PRIOR TO THE COMMENCEMENT
OF ANY CONSTRUCTION

Exhibit G



- TAYLORSVILLE BENNION IMPROVEMENT DISTRICT NOTES**
1. WATER MAINS SHALL HAVE A MINIMUM OF 10-FEET OF HORIZONTAL CLEARANCE FROM SEWER MAINS AND A MINIMUM OF 18-INCHES OF VERTICAL SEPARATION WITH THE WATER BEING LAID ABOVE THE SEWER.
 2. WATER SHALL BE DESIGNED WITH A BURY DEPTH OF 42-INCHES TO THE TOP OF PIPE. WHERE VERTICAL CONFLICTS EXIST WITH THE WATERLINE, A PRE-FAB STEEL LOOP WILL BE REQUIRED TO BE INSTALLED.
 3. WHERE POSSIBLE FITTINGS SHALL BE FLANGED TOGETHER.
 4. ALL WORK ON THE SEWER AND WATERLINE IS TO BE TO DISTRICT STANDARDS.
 5. THE DISTRICT WILL TAP THE WATER LINE FOR THE SERVICE AND INSTALL A CORP. STOP AS PART OF THE CONNECTION FEES. THE CONTRACTOR IS RESPONSIBLE FOR EXCAVATING FOR THE TAP AND PROVIDING TRAFFIC CONTROL.
 6. SEWER AND WATER CONNECTION AND IMPACT FEES ARE TO BE PAID BEFORE STARTING ANY WORK.

FIRE FLOW REQUIREMENTS
IBC BUILDING CONSTRUCTION TYPE: TYPE IIB
GROSS SQUARE FT: 30,850 SQ FT (LARGEST BUILDING)
REQUIRED FIRE FLOW: 3,750 GPM FOR 3 HOURS

- NOTES**
1. ALL WORK TO CONFORM TO GOVERNING AGENCY'S STANDARDS.
 2. THE EXISTING UTILITY LOCATIONS AND ELEVATIONS ON THIS PLAN SET ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE 811 CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY AND RELOCATE THE EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENT ON THE PLANS.
 3. WHERE POSSIBLE DEFLECT WATERLINE AROUND EXISTING UTILITIES TO AVOID LOOPING WHILE STAYING WITHIN DISTRICT STANDARD. NECESSARY LOOPING TO BE DONE PER DISTRICT REQUIREMENTS.
 4. CONTRACTOR TO ADJUST EXISTING UTILITIES TO GRADE.
 5. CONTRACTOR TO PRESERVE EXISTING IMPROVEMENTS OR REPLACE DAMAGED IMPROVEMENTS TO LIKE OR BETTER CONDITION.
 6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN AS SOON AS THEY ARE DISCOVERED AND PRIOR TO ANY INSTALLATION.
 7. ALL UTILITIES SHALL BE PLACED UNDERGROUND WITH THE EXCEPTION OF BACKFLOW DEVICES. UTILITY BOXES, TRANSFORMERS, ETC SHALL BE GROUPED TOGETHER, ATTACHED TO THE SIDE OF THE BUILDING AND PAINTED TO MATCH THE ADJACENT BUILDING WALL. UTILITY BOXES SHALL BE PLACED 5' FROM SIDEWALK AND CURBING AND SHIELDED WITH LANDSCAPING OR ARCHITECTURAL ELEMENTS. PER TAYLORSVILLE CITY CODE 13.23.120 AND CITY OF TAYLORSVILLE ARCHITECTURAL DESIGN STANDARDS: CH.37, SEC. 2, SUBSECTION K.

- KEYNOTES**
1. INSTALL 10" C900 PVC DR18 WATER LINE. INSTALLATION AND TRENCHING PER TBID STANDARDS AND SPECIFICATIONS
 2. INSTALL FIRE HYDRANT ASSEMBLY W/ 6" C900 PVC DR18 FIRE HYDRANT SERVICE PER TBID STANDARD DETAIL TB-207
- INSTALL FITTINGS AND BENDS W/ MECHANICAL JOINTS & THRUST BLOCKS PER TBID STANDARDS AND SPECIFICATIONS
3. TEE/90° BEND
 4. 45° BEND
 5. 22.5° BEND
 6. 11.25° BEND
7. INSTALL 2" WATER METER PER TBID STANDARD DETAIL TB-203A W/ 2" POLYETHYLENE SERVICE
 8. INSTALL 6" SDR-35 PVC SAN. SWR. LATERAL (SEE PLAN FOR SLOPES) W/ SSCD @ 100' MAXIMUM SPACING, INSTALLATION AND TRENCHING PER TBID STANDARDS AND SPECIFICATIONS
 9. INSTALL 10" GATE VALVE, CONNECT TO FITTINGS AND BENDS W/ MECHANICAL JOINT

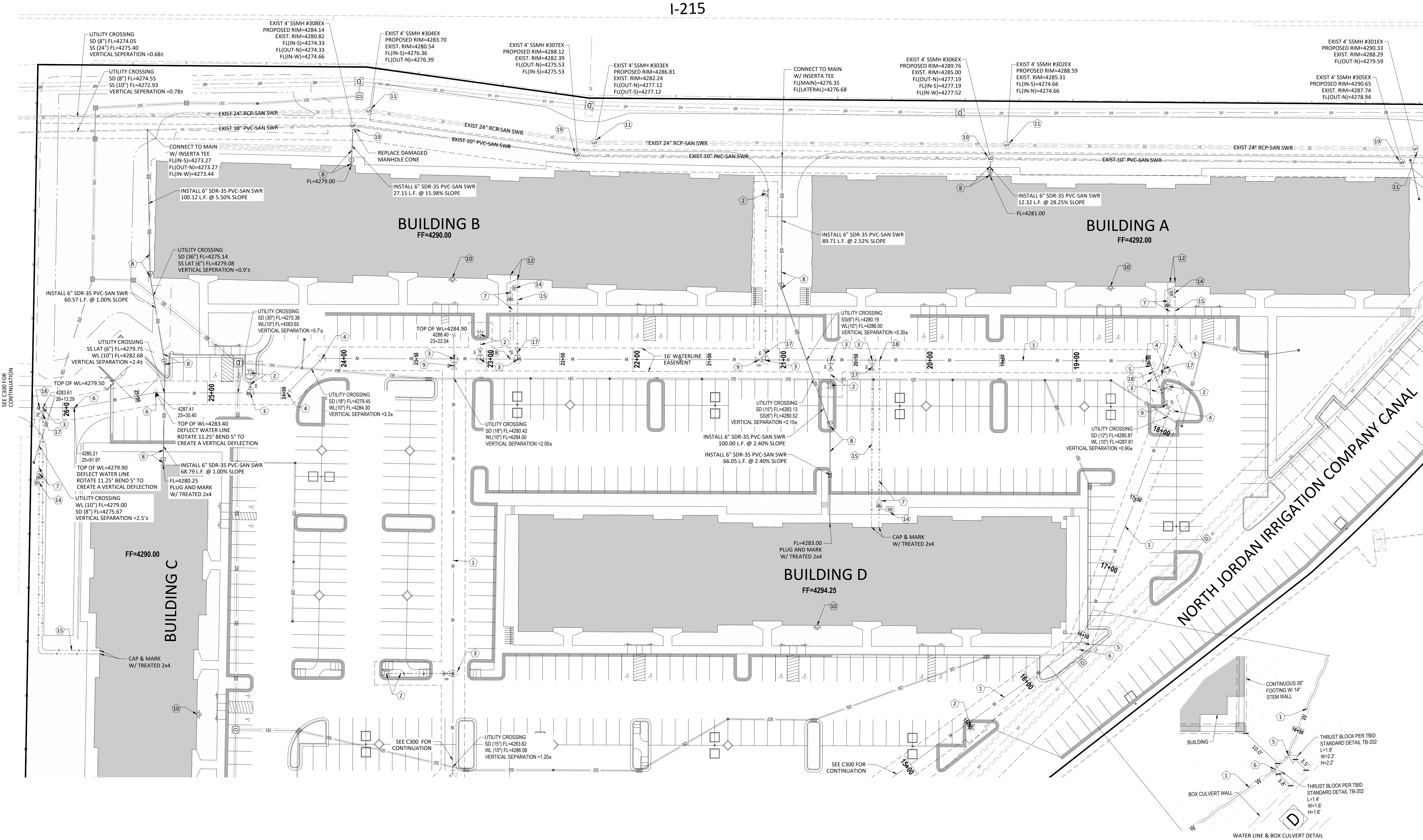
10. FIRE DEPARTMENT CONNECTION
11. CONTRACTOR TO ADJUST MANHOLE W/ MANHOLE SECTION, MAXIMUM 2 GRADE RINGS AND THE TOTAL HEIGHT NOT TO EXCEED 12", PER KEARNS IMPROVEMENT DISTRICT STANDARDS
12. CONTINUATION PER MECHANICAL PLANS. VERIFY BUILDING CONNECTION LOCATIONS PRIOR TO CONSTRUCTION
13. NOT USED
14. POINT OF CONNECTION FOR IRRIGATION CONTRACTOR. PROVIDE STOP AND WASTE VALVE AND BOX. BACKFLOW REQUIREMENTS TO MEET CITY STANDARDS AND IRRIGATION PLANS.
15. 6" C900 PVC DR18 FIRE SPRINKLER SERVICE
16. NOT USED
17. 6" GATE VALVE FLANGED TO MAINLINE TEE
18. DIRECT TAP 2" CULINARY WATER SERVICE TO MAIN
19. CONTRACTOR TO ADJUST MANHOLE W/ MANHOLE SECTION, MAXIMUM 2 GRADE RINGS AND THE TOTAL HEIGHT NOT TO EXCEED 12", PER TBID IMPROVEMENT DISTRICT STANDARDS

FINISH GRADE ENGINEERING
2015 W GROVE PKWY, STE H
PLEASANT GROVE, UT 84062
303.770.8884

www.FinishGrade.com

CLIENT: St. John Properties
Daniel Thomas
(801) 899-7991
1982 West Pleasant Grove Blvd, Ste D
Pleasant Grove, UT 84062

REVISIONS:



BELTWAY WEST

4235 SOUTH 2700 WEST, TAYLORSVILLE, UT

PROJECT FILE: 1057
DATE PLOTTED: 05/03/21
PROJECT MANAGER: B Preece

Submittal 05/03/2021

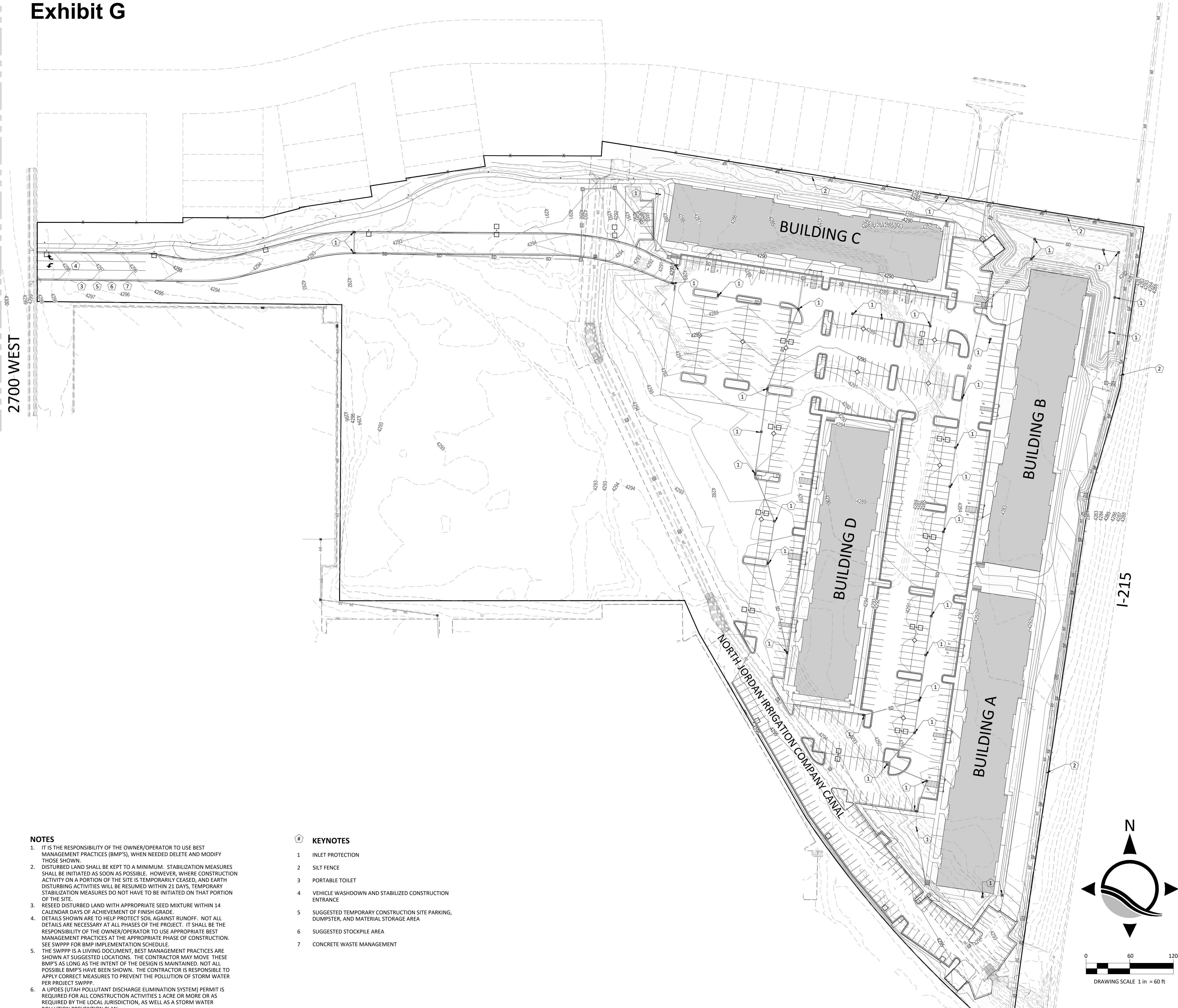
UTILITY PLAN

C301

BENCHMARK
SOUTH QUARTER CORNER OF SECTION 4,
TOWNSHIP 2 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
ELEVATION = 4350.63'

Blue States of UTAH 811
CALL BLUESTAKES @ 811 AT LEAST 48
HOURS PRIOR TO THE COMMENCEMENT
OF ANY CONSTRUCTION

Exhibit G



NOTES

1. IT IS THE RESPONSIBILITY OF THE OWNER/OPERATOR TO USE BEST MANAGEMENT PRACTICES (BMP'S), WHEN NEEDED DELETE AND MODIFY THOSE SHOWN.
2. DISTURBED LAND SHALL BE KEPT TO A MINIMUM. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS POSSIBLE. HOWEVER, WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 21 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
3. RESEED DISTURBED LAND WITH APPROPRIATE SEED MIXTURE WITHIN 14 CALENDAR DAYS OF ACHIEVEMENT OF FINISH GRADE.
4. DETAILS SHOWN ARE TO HELP PROTECT SOIL AGAINST RUNOFF. NOT ALL DETAILS ARE NECESSARY AT ALL PHASES OF THE PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE OWNER/OPERATOR TO USE APPROPRIATE BEST MANAGEMENT PRACTICES AT THE APPROPRIATE PHASE OF CONSTRUCTION. SEE SWPPP FOR BMP IMPLEMENTATION SCHEDULE.
5. THE SWPPP IS A LIVING DOCUMENT, BEST MANAGEMENT PRACTICES ARE SHOWN AT SUGGESTED LOCATIONS. THE CONTRACTOR MAY MOVE THESE BMP'S AS LONG AS THE INTENT OF THE DESIGN IS MAINTAINED. NOT ALL POSSIBLE BMP'S HAVE BEEN SHOWN. THE CONTRACTOR IS RESPONSIBLE TO APPLY CORRECT MEASURES TO PREVENT THE POLLUTION OF STORM WATER PER PROJECT SWPPP.
6. A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE OR AS REQUIRED BY THE LOCAL JURISDICTION, AS WELL AS A STORM WATER POLLUTION PREVENTION PLAN.

KEYNOTES

- 1 INLET PROTECTION
- 2 SILT FENCE
- 3 PORTABLE TOILET
- 4 VEHICLE WASHDOWN AND STABILIZED CONSTRUCTION ENTRANCE
- 5 SUGGESTED TEMPORARY CONSTRUCTION SITE PARKING, DUMPSTER, AND MATERIAL STORAGE AREA
- 6 SUGGESTED STOCKPILE AREA
- 7 CONCRETE WASTE MANAGEMENT



**FINISH GRADE
ENGINEERING**

2015 W GROVE PKWY, STE H
PLEASANT GROVE, UT 84062
303.770.8884

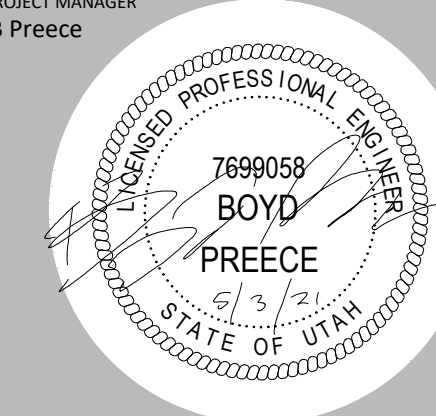
www.FinishGrade.com

CLIENT: St. John Properties
Daniel Thomas
(801) 899-7991
1982 West Pleasant Grove Blvd, Ste D
Pleasant Grove, UT 84062

REVISIONS:

BELTWAY WEST
4235 SOUTH 2700 WEST, TAYLORSVILLE, UT

PROJECT FILE:
1057
DATE PLOTTED:
05/03/21
PROJECT MANAGER
B Preece



Submittal 05/03/2021
**EROSION CONTROL
PLAN**

C400

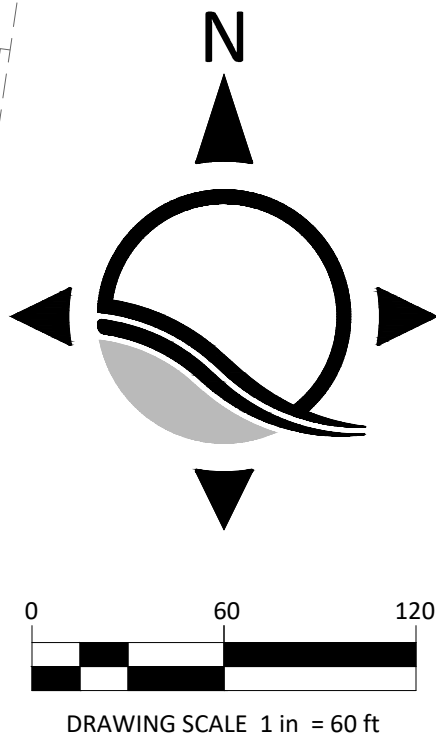
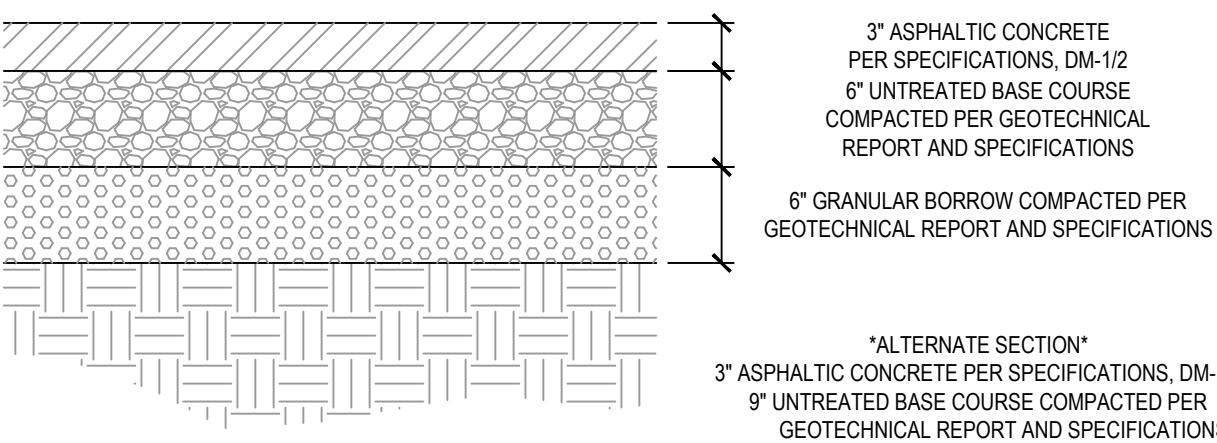


Exhibit G

ASPHALT NOTES

- ALL PAVING TO BE PLACED OVER PROPERLY PREPARED NATURAL SOILS AND/OR PROPERLY PREPARED EXISTING FILL SOILS AND PROPERLY COMPACTED STRUCTURAL FILL WHERE SPECIFIED.
- ALL STRUCTURAL FILL TO BE COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE AASHTO T-180 (D-1557) METHOD OF COMPACTION. LIFTS SHOULD NOT EXCEED 8" IN LOOSE THICKNESS.
- REMOVE SURFACE VEGETATION AND OTHER DELETERIOUS MATERIALS OVER THE ENTIRE SITE IN PREPARATION OF PROPOSED IMPROVEMENTS.

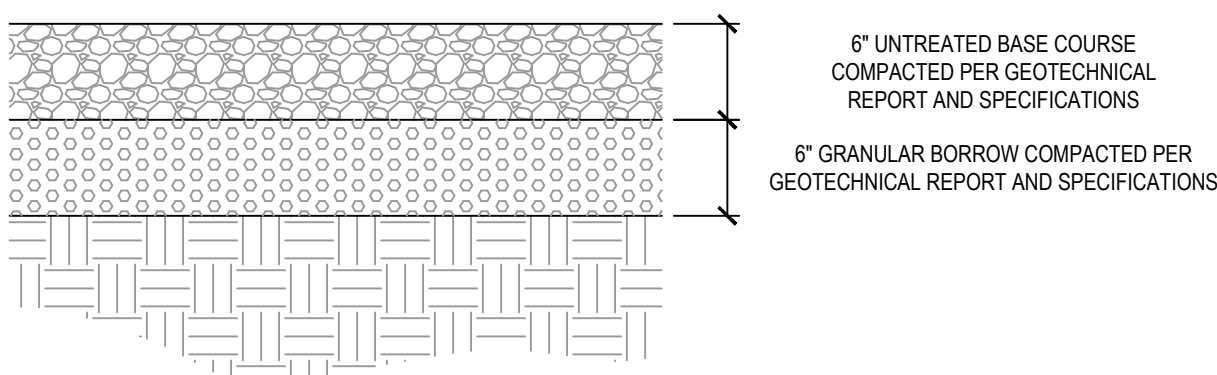


1 LIGHT TRAFFIC ASPHALT SECTION

SCALE: NONE

ASPHALT NOTES

- ALL PAVING TO BE PLACED OVER PROPERLY PREPARED NATURAL SOILS AND/OR PROPERLY PREPARED EXISTING FILL SOILS AND PROPERLY COMPACTED STRUCTURAL FILL WHERE SPECIFIED.
- ALL STRUCTURAL FILL TO BE COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE AASHTO T-180 (D-1557) METHOD OF COMPACTION. LIFTS SHOULD NOT EXCEED 8" IN LOOSE THICKNESS.
- REMOVE SURFACE VEGETATION AND OTHER DELETERIOUS MATERIALS OVER THE ENTIRE SITE IN PREPARATION OF PROPOSED IMPROVEMENTS.

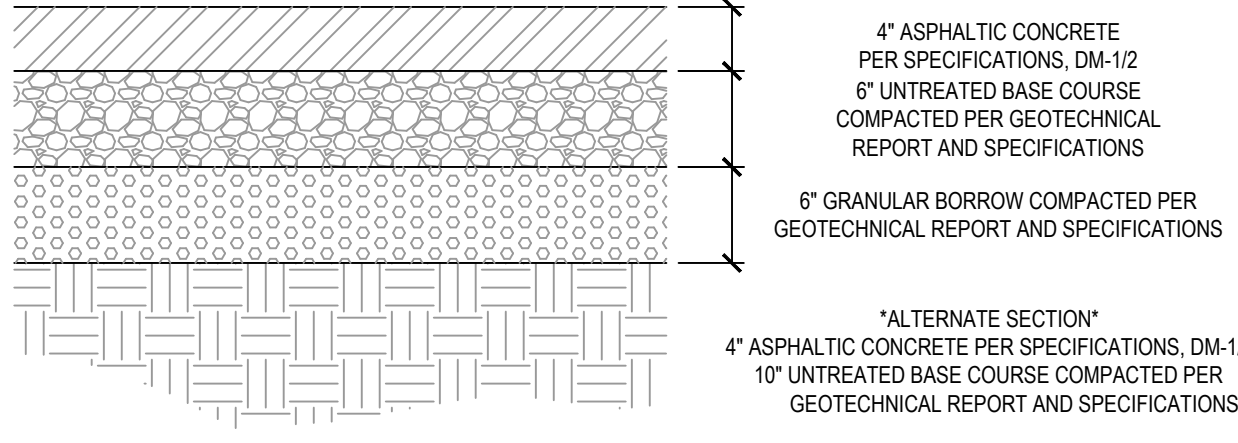


5 8' ALL WEATHER ACCESS

SCALE: NONE

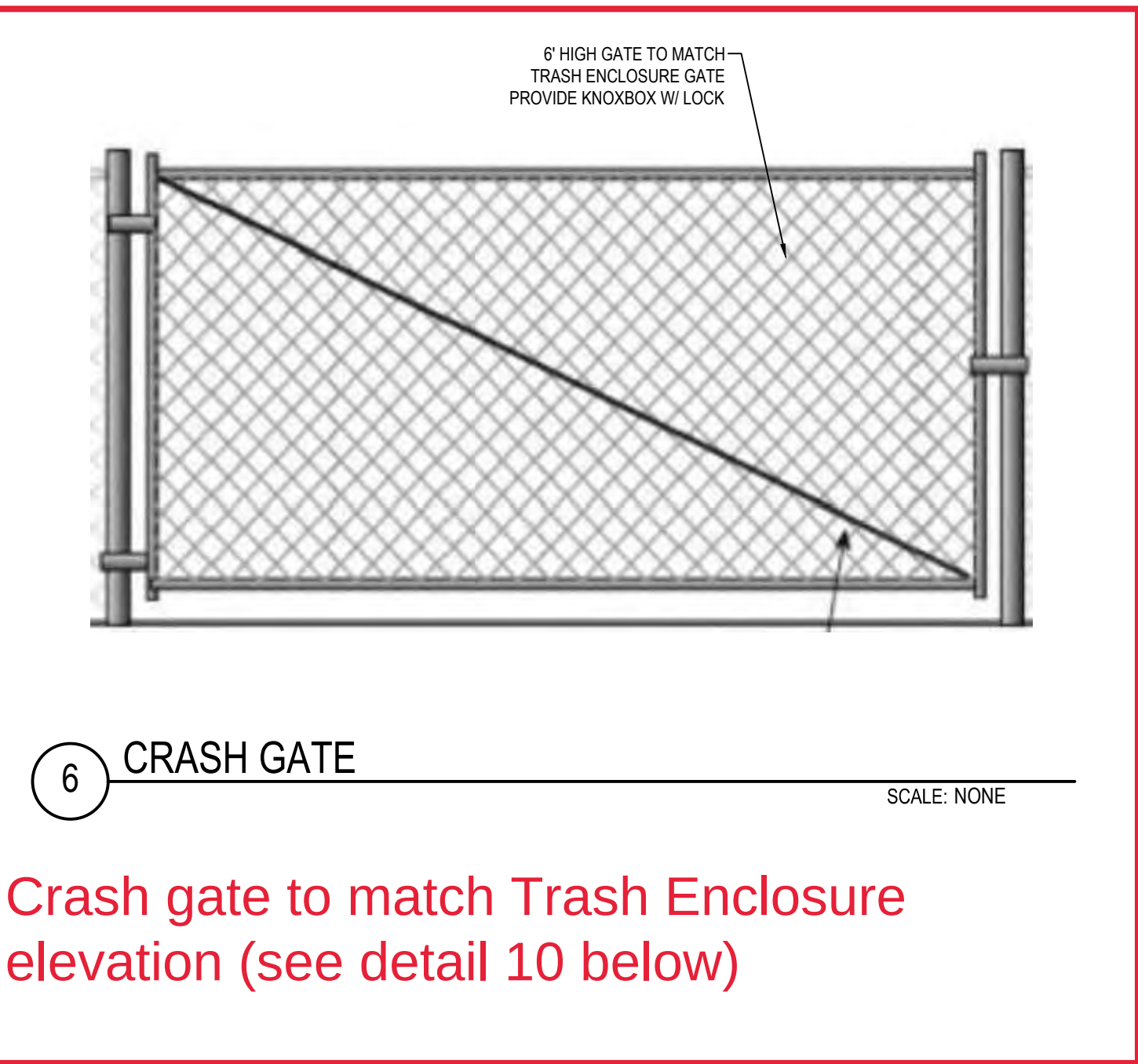
ASPHALT NOTES

- ALL PAVING TO BE PLACED OVER PROPERLY PREPARED NATURAL SOILS AND/OR PROPERLY PREPARED EXISTING FILL SOILS AND PROPERLY COMPACTED STRUCTURAL FILL WHERE SPECIFIED.
- ALL STRUCTURAL FILL TO BE COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE AASHTO T-180 (D-1557) METHOD OF COMPACTION. LIFTS SHOULD NOT EXCEED 8" IN LOOSE THICKNESS.
- REMOVE SURFACE VEGETATION AND OTHER DELETERIOUS MATERIALS OVER THE ENTIRE SITE IN PREPARATION OF PROPOSED IMPROVEMENTS.



2 HEAVY TRAFFIC ASPHALT SECTION

SCALE: NONE



6 CRASH GATE

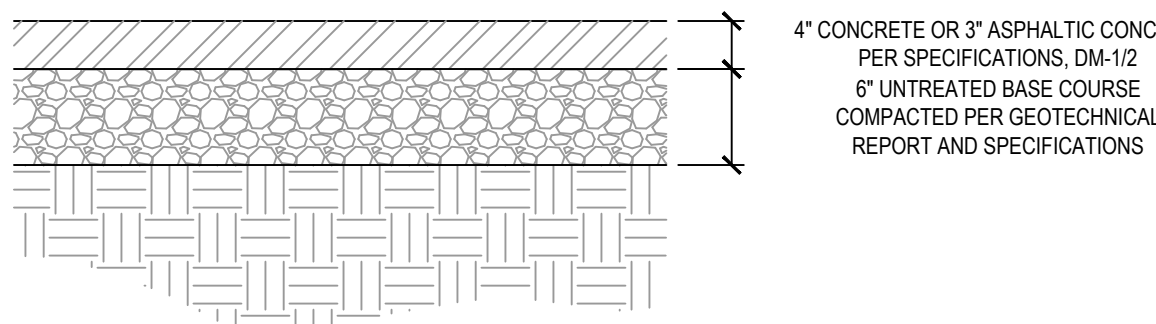
SCALE: NONE

3 24" REVERSE PAN CURB AND GUTTER

SCALE: NONE

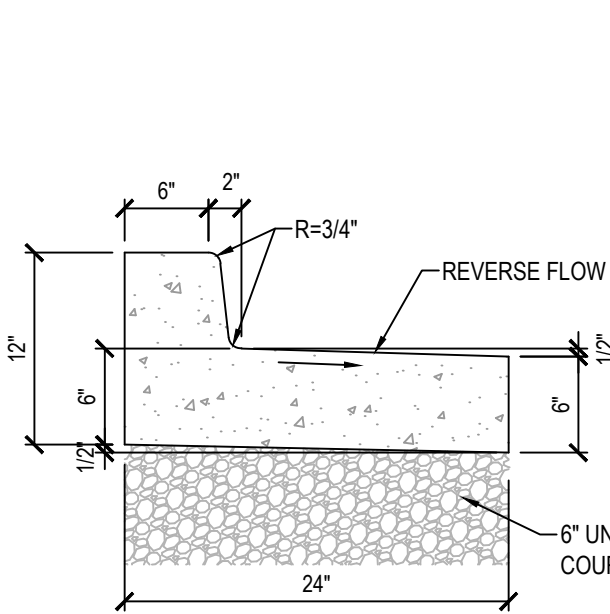
PAVEMENT NOTES

- ALL ASPHALT TO BE PLACED OVER PROPERLY PREPARED NATURAL SOILS AND/OR PROPERLY PREPARED EXISTING FILL SOILS AND PROPERLY COMPACTED STRUCTURAL FILL WHERE SPECIFIED.
- ALL STRUCTURAL FILL TO BE COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE AASHTO T-180 (D-1557) METHOD OF COMPACTION. LIFTS SHOULD NOT EXCEED 8" IN LOOSE THICKNESS.
- REMOVE SURFACE VEGETATION AND OTHER DELETERIOUS MATERIALS OVER THE ENTIRE SITE IN PREPARATION OF PROPOSED IMPROVEMENTS.



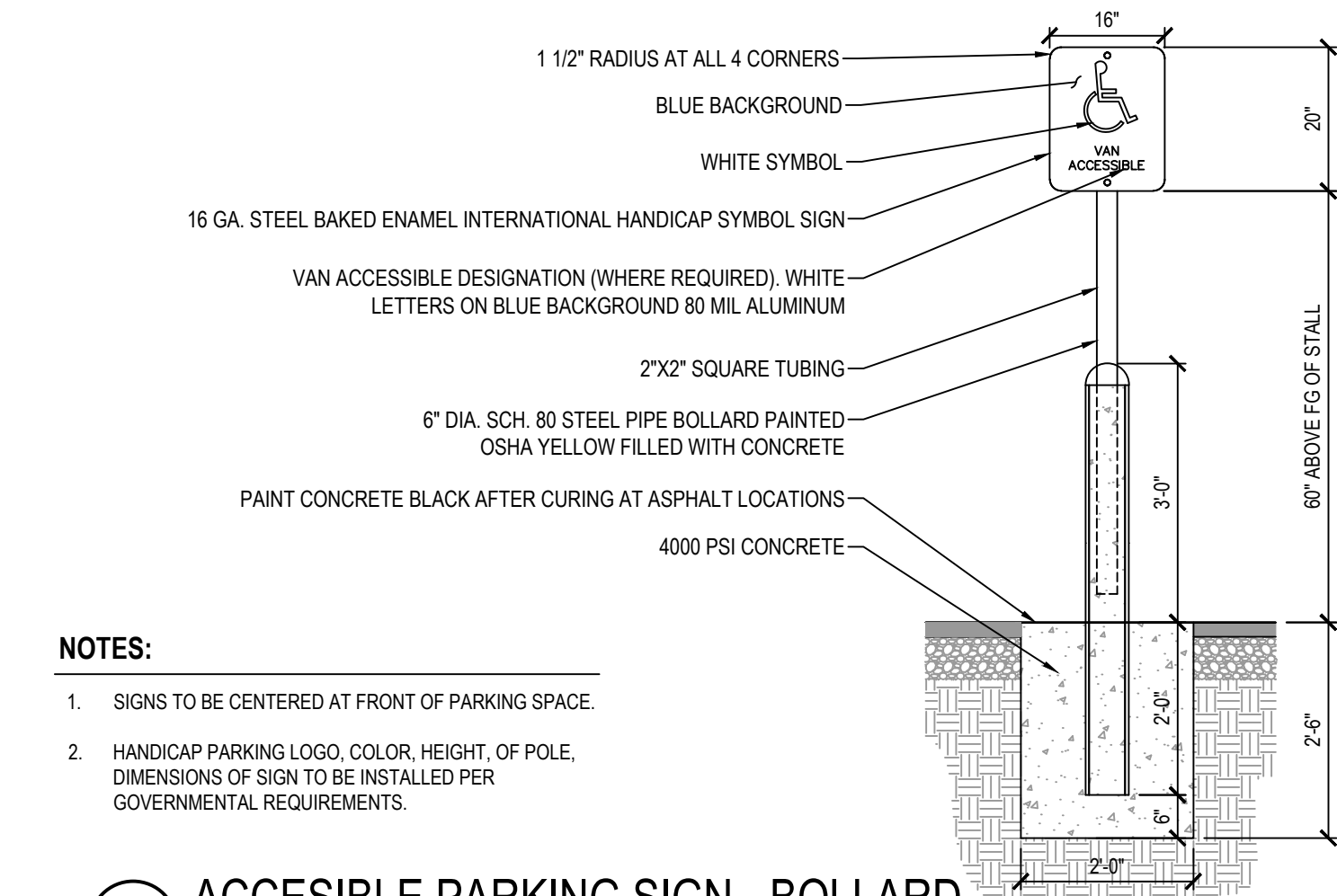
7 SIDEWALK SECTION

SCALE: NONE



NOTE:

- CONSTRUCT PER NOTES AND SPECIFICATIONS ASSOCIATED WITH APWA STANDARD PLAN NO. 205.

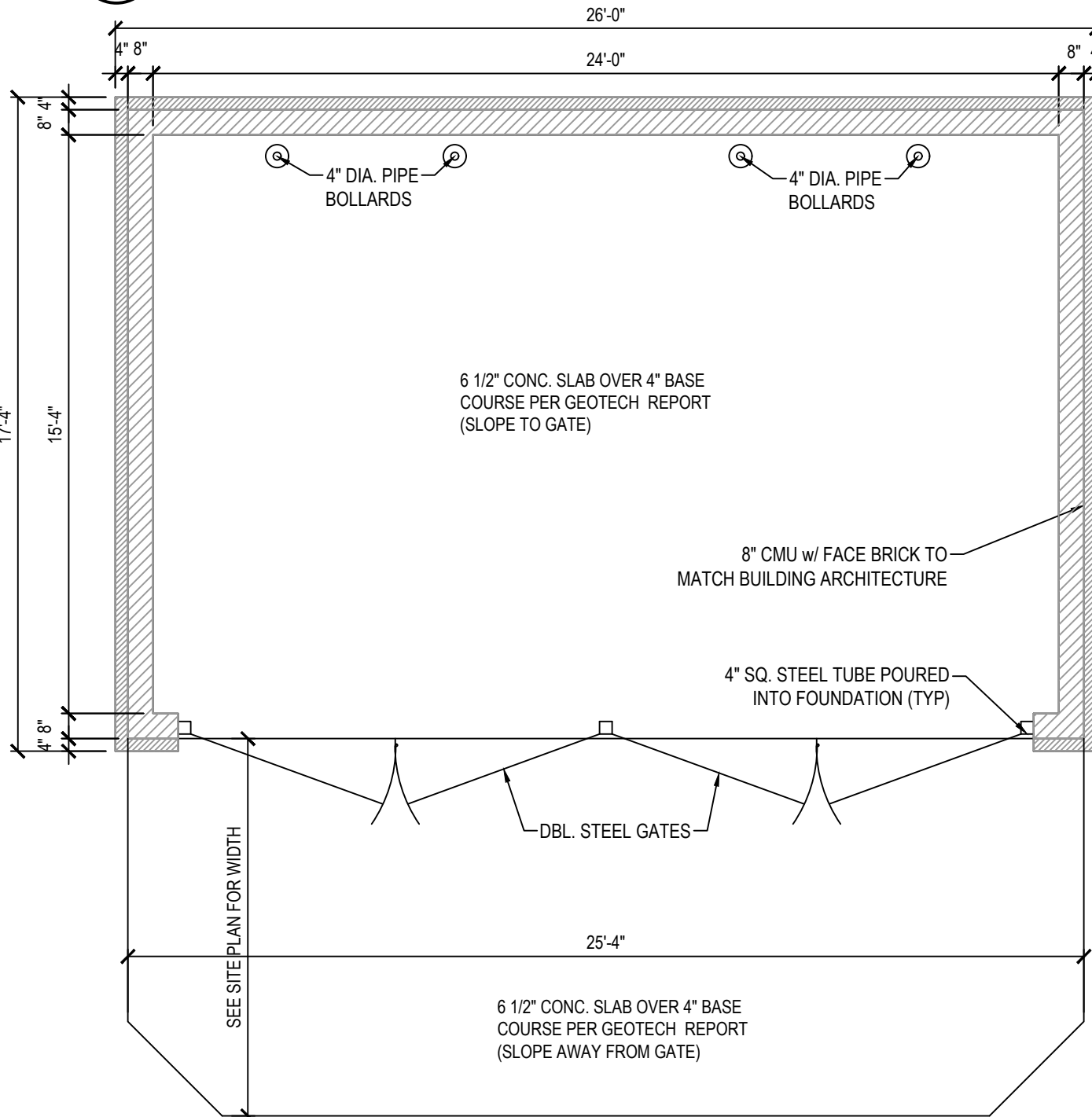


NOTES:

- SIGNS TO BE CENTERED AT FRONT OF PARKING SPACE.
- HANDICAP PARKING LOGO, COLOR, HEIGHT, OF POLE, DIMENSIONS OF SIGN TO BE INSTALLED PER GOVERNMENTAL REQUIREMENTS.

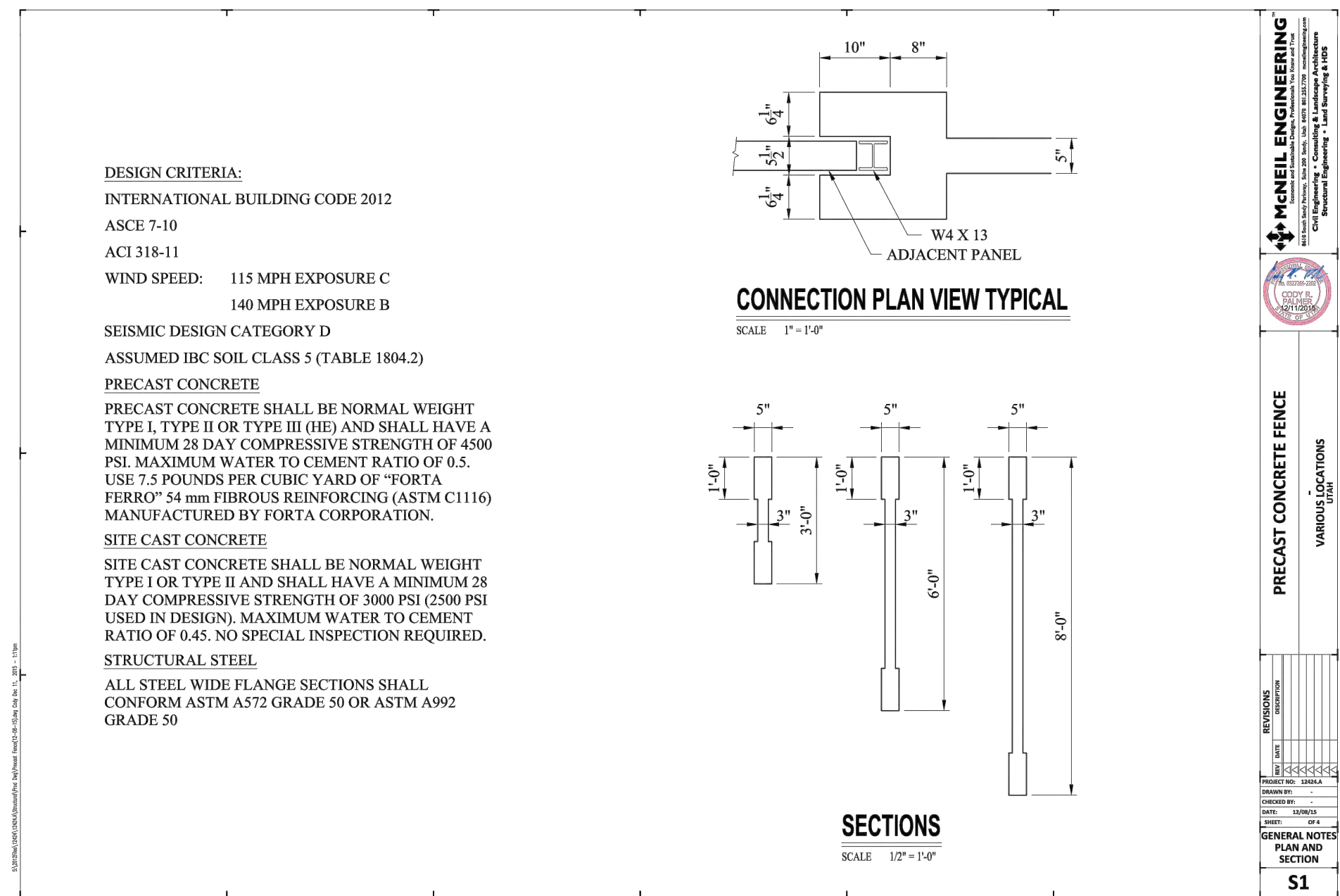
4 ACCESSIBLE PARKING SIGN - BOLLARD

SCALE: NONE



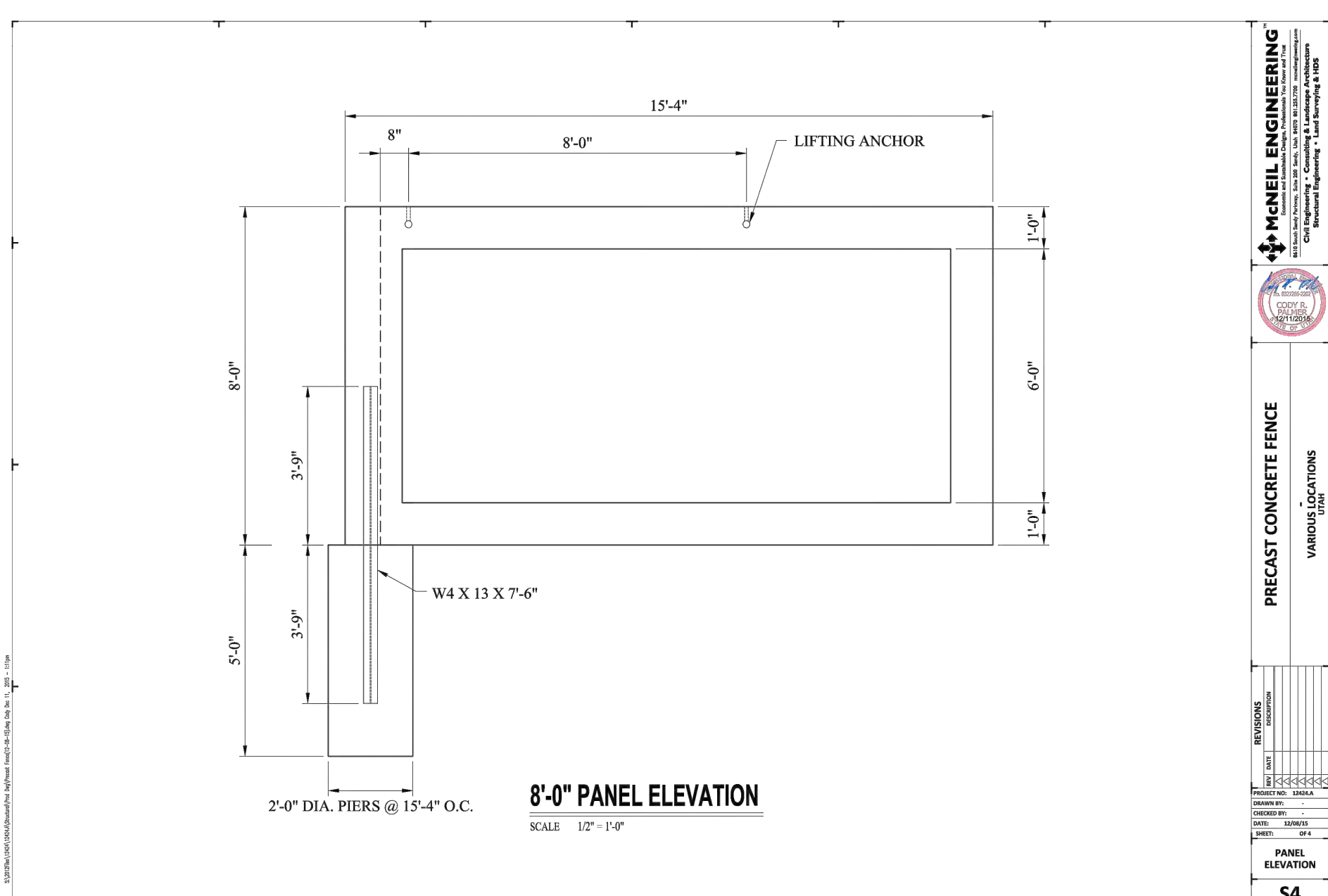
8 DOUBLE TRASH ENCLOSURE

SCALE: 1/4" = 1'-0"



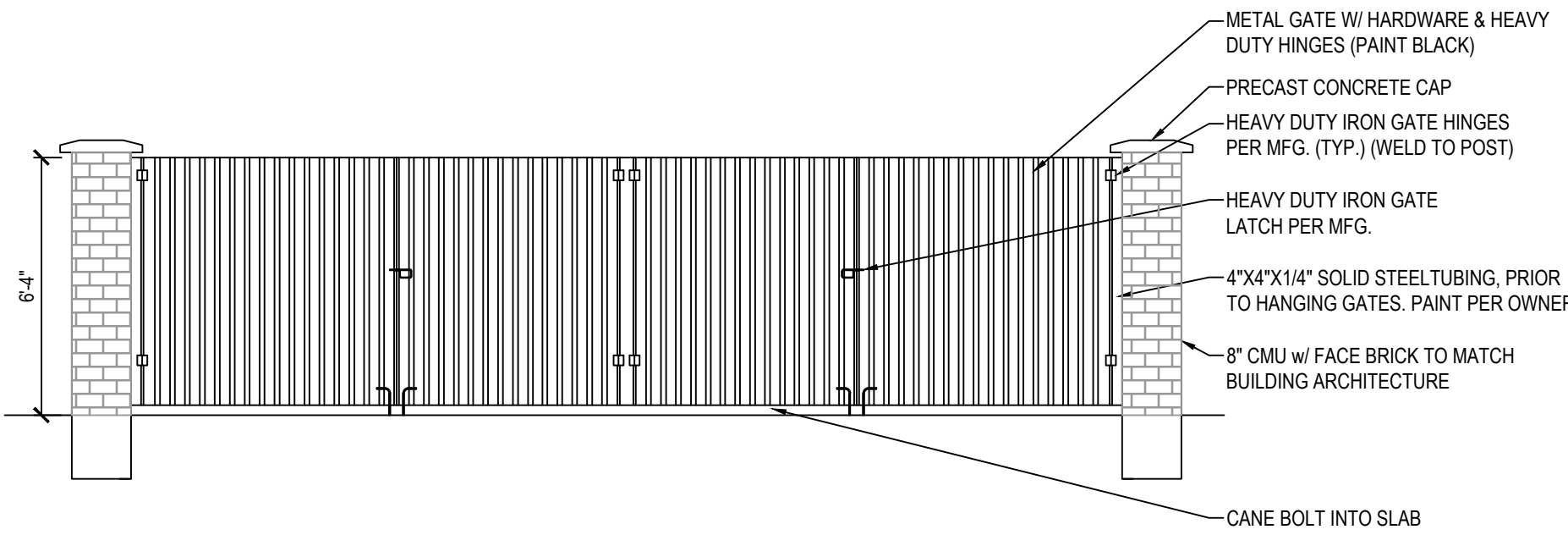
9 PRECAST CONCRETE FENCE - 1 of 2

SCALE: NONE



9 PRECAST CONCRETE FENCE - 2 of 2

SCALE: NONE



10 DOUBLE TRASH ENCLOSURE ELEVATION

SCALE: 1/4" = 1'-0"

FG

FINISH GRADE ENGINEERING

2015 W GROVE PKWY, STE H
PLEASANT GROVE, UT 84062
303.770.8884

www.FinishGrade.com

CLIENT: St. John Properties
Daniel Thomas
(801) 899-7991
1982 West Pleasant Grove Blvd, Ste D
Pleasant Grove, Ut 84062

REVISIONS:

BELTWAY WEST

4235 SOUTH 2700 WEST, TAYLORSVILLE, UT

PROJECT FILE:
1057

DATE PLOTTED:
05/03/21

PROJECT MANAGER
B Preece

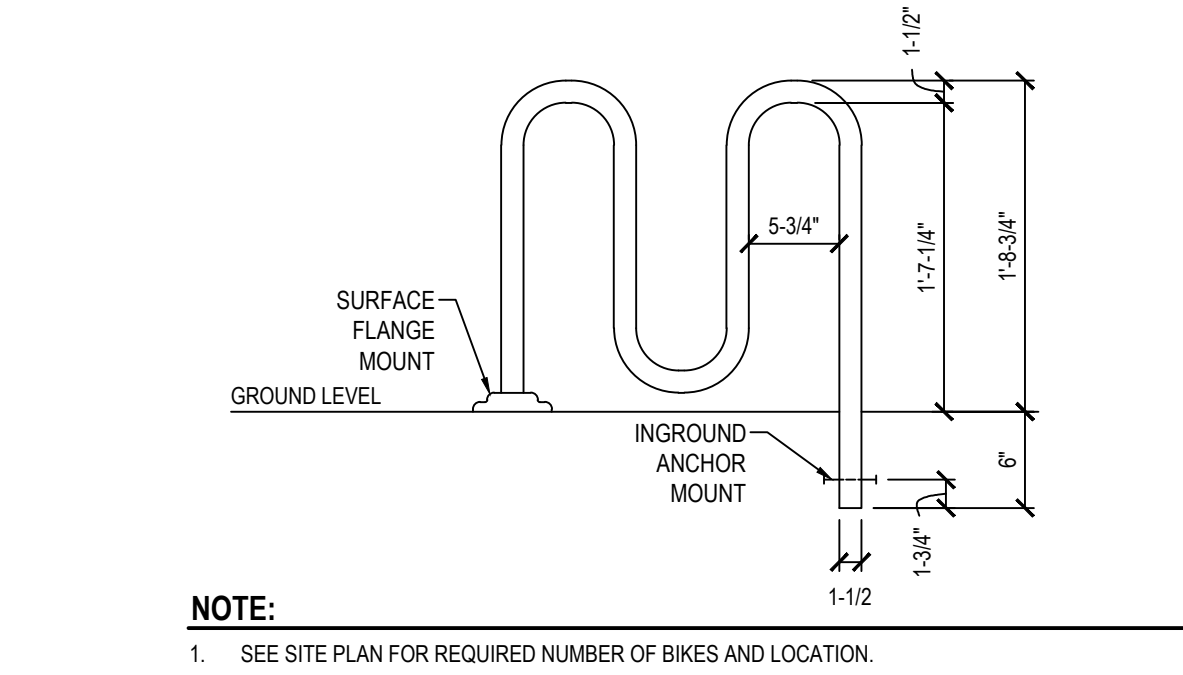
7699058
BOYD
PREECE
STATE OF UTAH

Submittal 05/03/2021

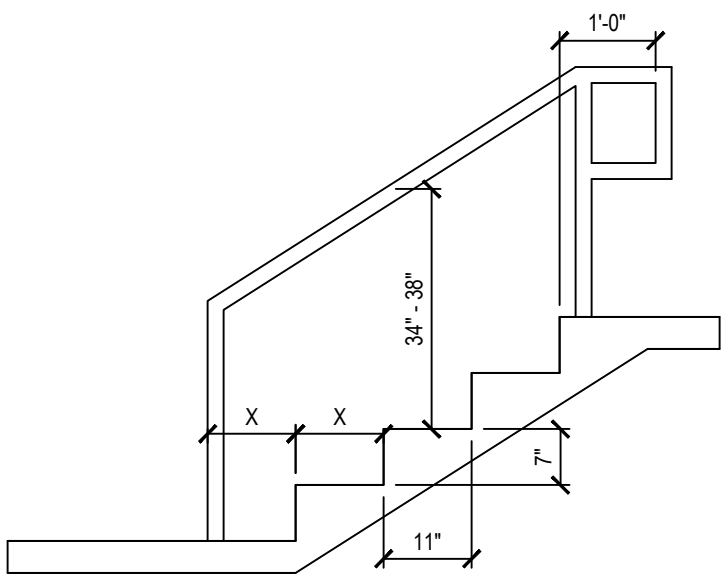
DETAILS

C500

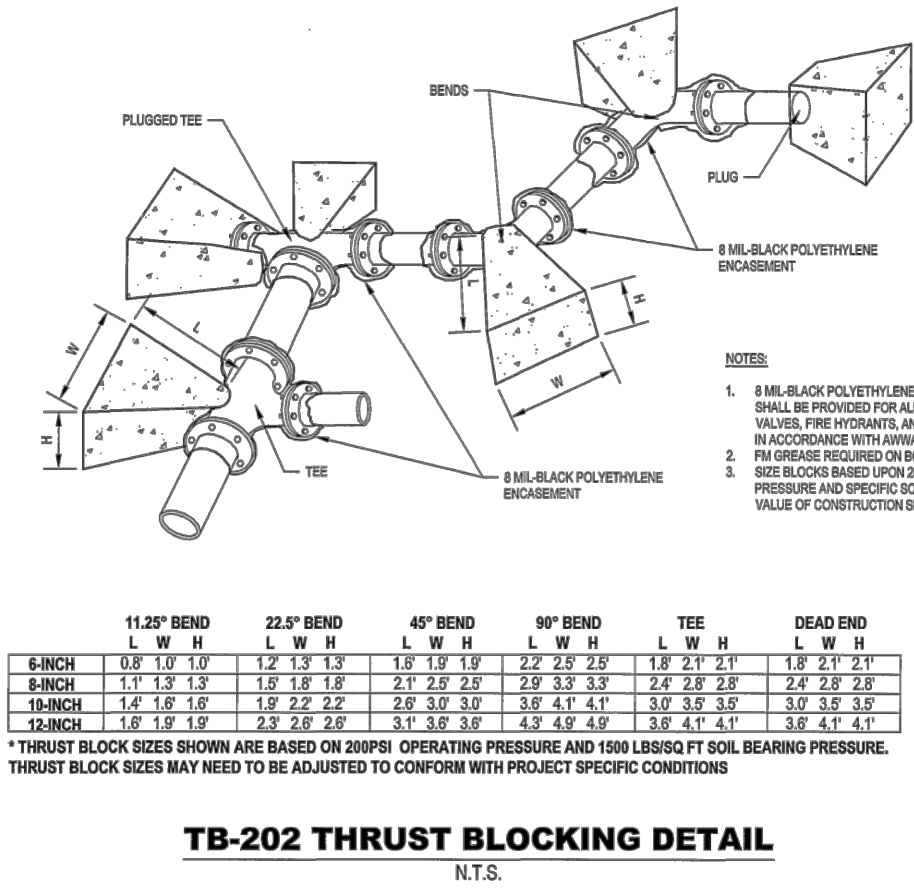
Exhibit G



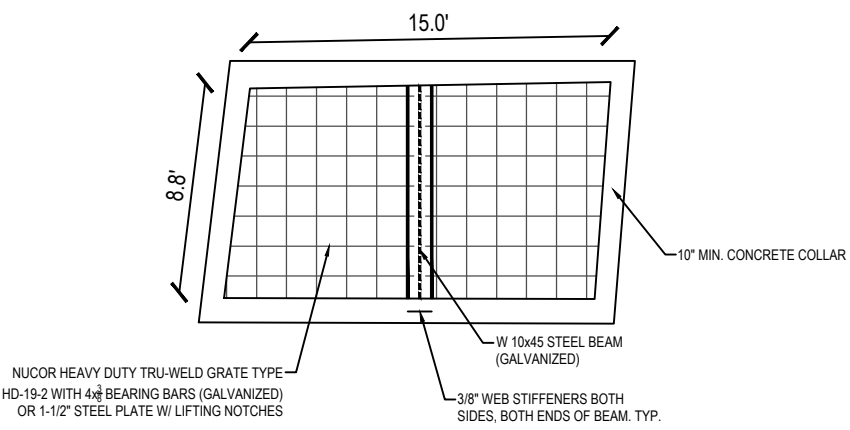
11 TYPICAL BIKE RACK SCALE: NONE



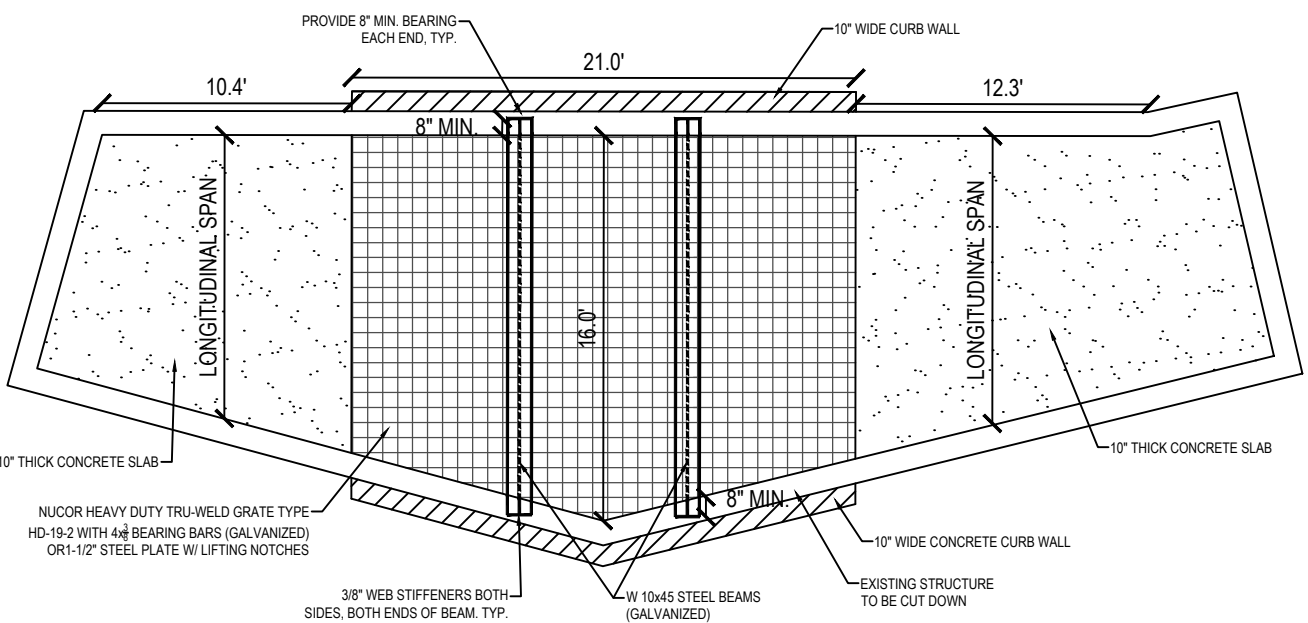
12 HANDRAIL AT STAIRS SCALE: 1/2" = 1'-0"



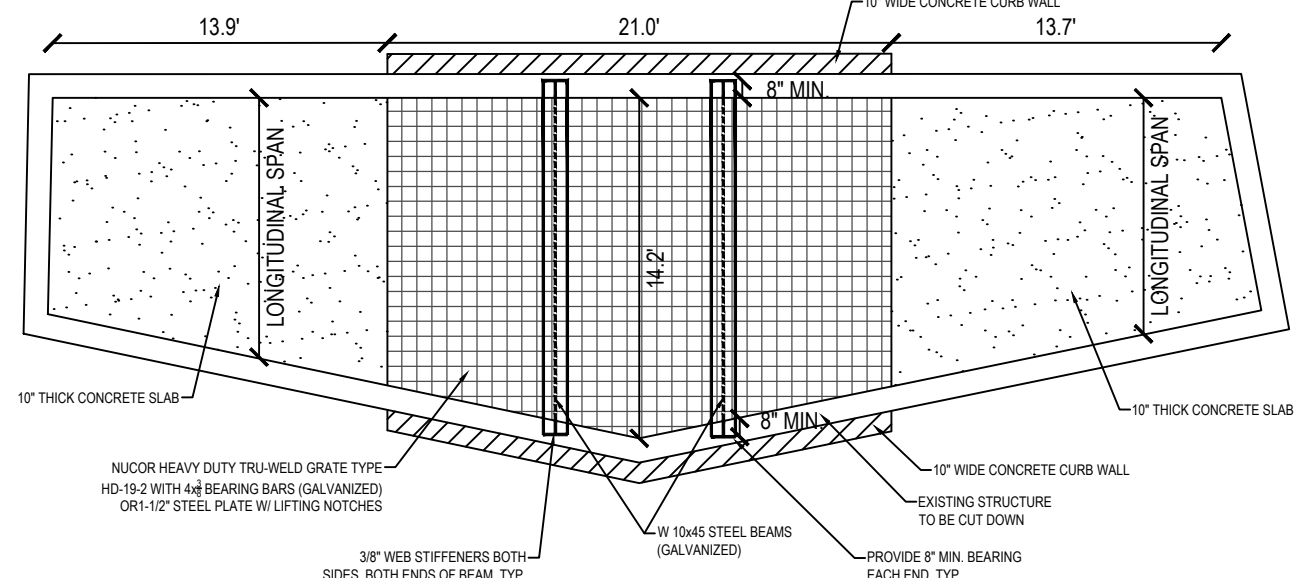
13 TBID STANDARD DETAIL TB-202 SCALE: NONE



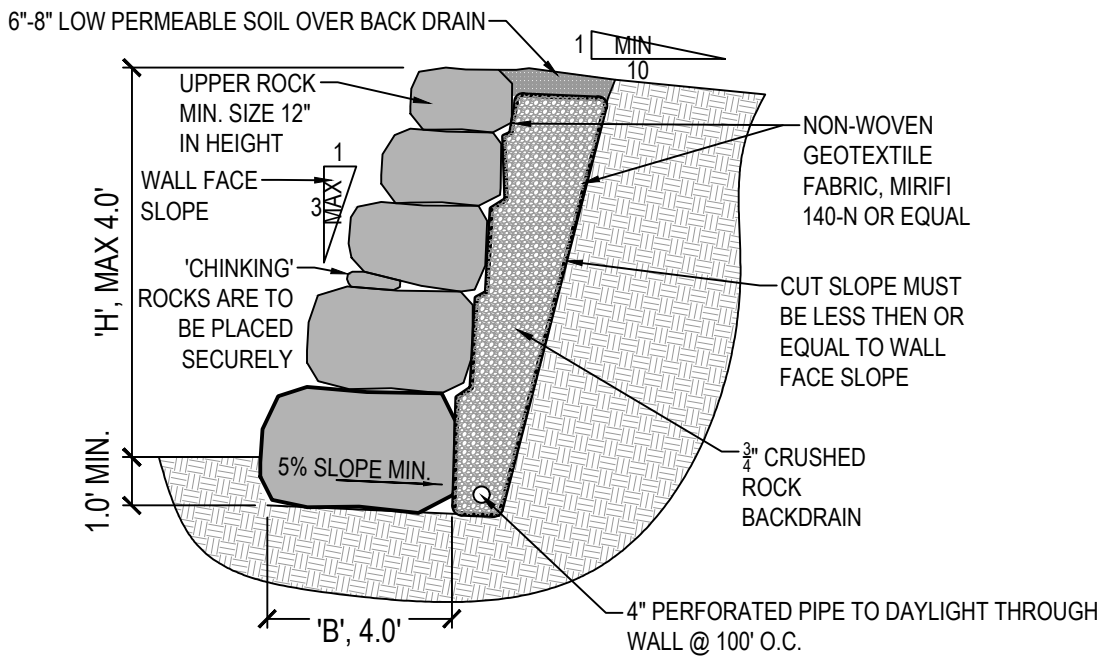
14 SOUTH STRUCTURE COVER SCALE: NONE



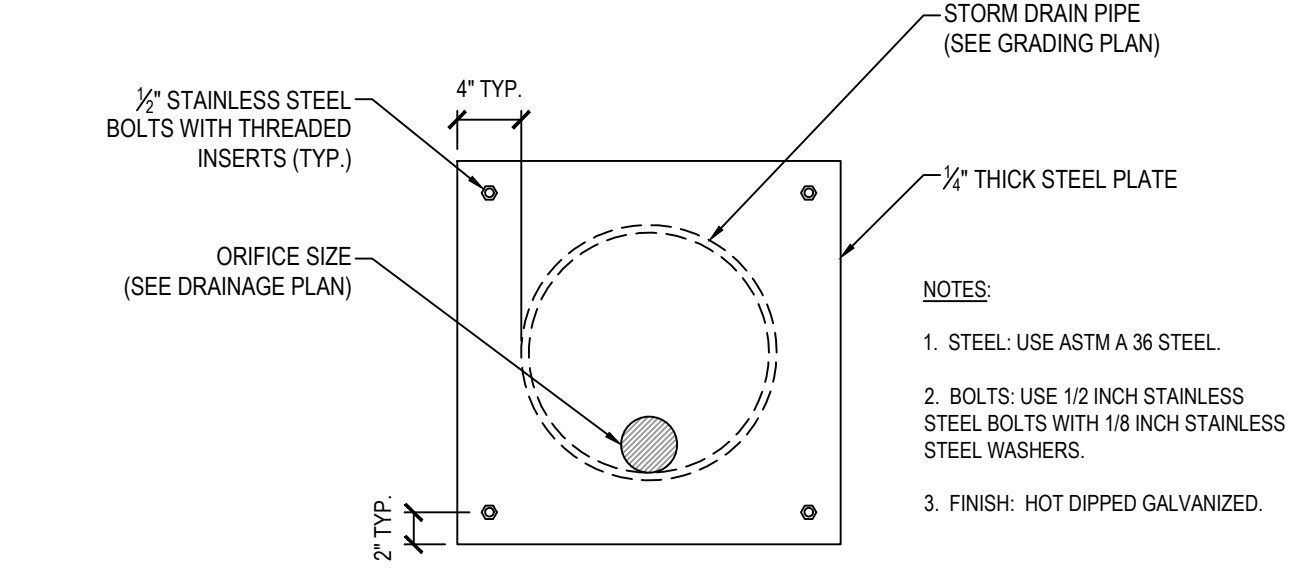
15 NORTH STRUCTURE COVER SCALE: NONE



16 MIDDLE STRUCTURE COVER SCALE: NONE



17 ROCK RETAINING WALL SCALE: NONE



18 ORIFICE PLATE SCALE: NONE



CLIENT: St. John Properties
Daniel Thomas
(801) 899-7991
1982 West Pleasant Grove Blvd, Ste D
Pleasant Grove, Ut 84062

REVISIONS:

BELTWAY WEST
4235 SOUTH 2700 WEST, TAYLORSVILLE, UT

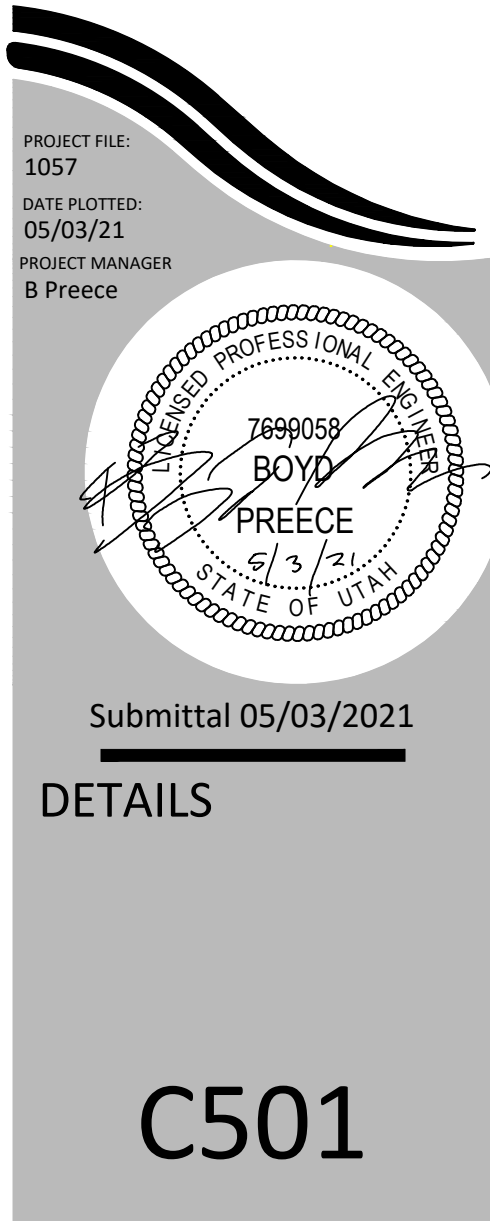


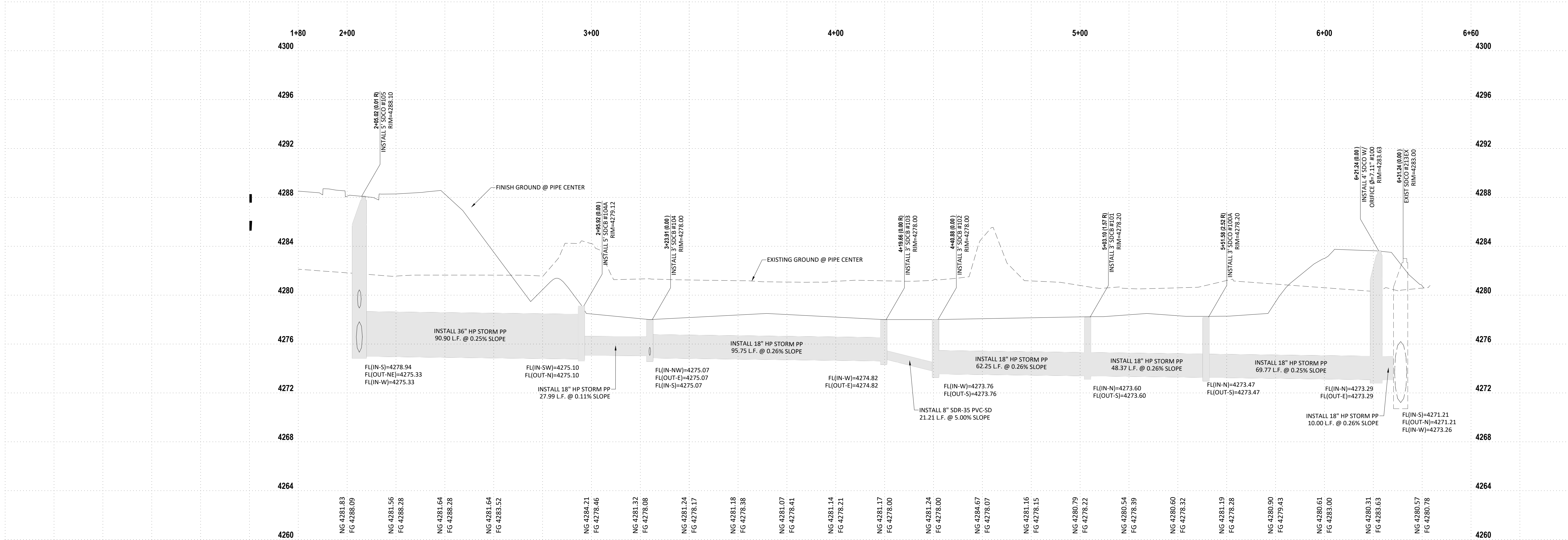
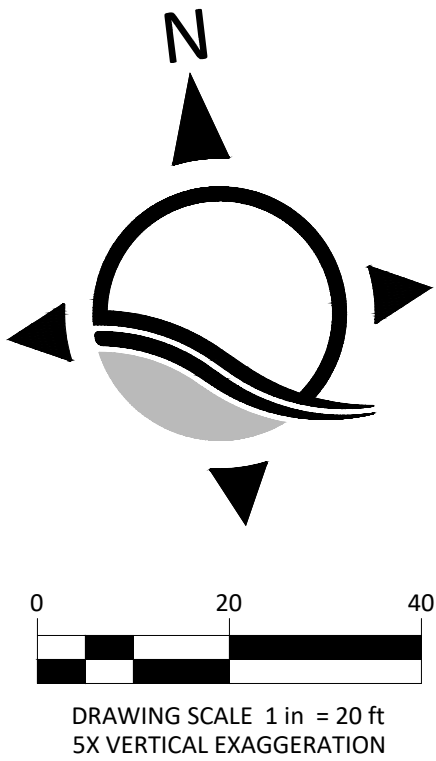
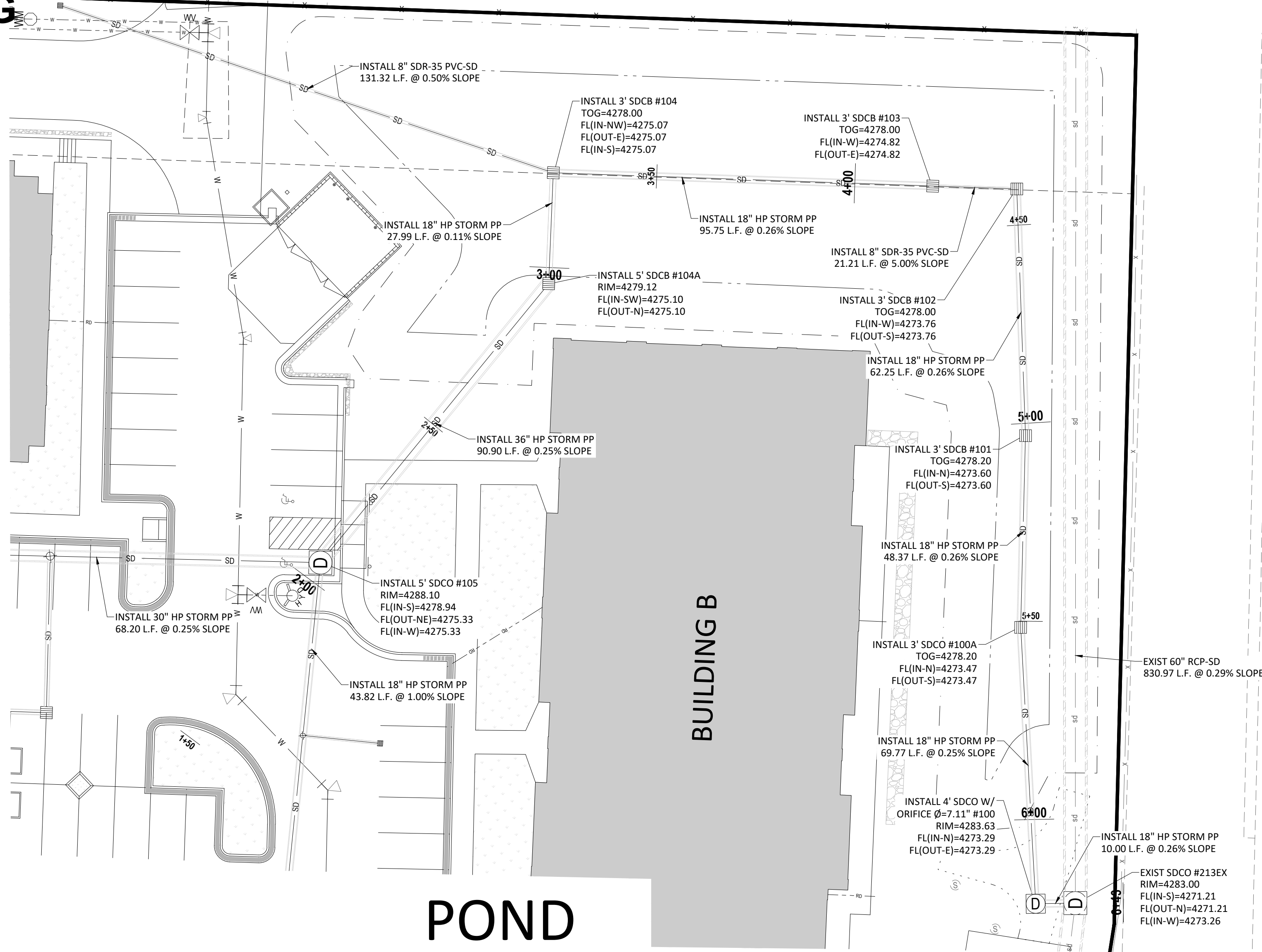
Exhibit G

BENCHMARK

SOUTH QUARTER CORNER OF SECTION 4,
TOWNSHIP 2 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN

ELEVATION = 4350.63'

CALL BLUESTAKES @ 811 AT LEAST 48
HOURS PRIOR TO THE COMMENCEMENT
OF ANY CONSTRUCTION



**FINISH GRADE
ENGINEERING**

2015 W GROVE PKWY, STE H
PLEASANT GROVE, UT 84062
303.770.8884

www.FinishGrade.com

CLIENT: St. John Properties
Daniel Thomas
(801) 899-7991
1982 West Pleasant Grove Blvd, Ste D
Pleasant Grove, Ut 84062

REVISIONS:

BELTWAY WEST

4235 SOUTH 2700 WEST, TAYLORSVILLE, UT

PROJECT FILE:
1057
DATE PLOTTED:
05/03/21
PROJECT MANAGER
B Preece

Submittal 05/03/2021

PLAN & PROFILE

PP-1

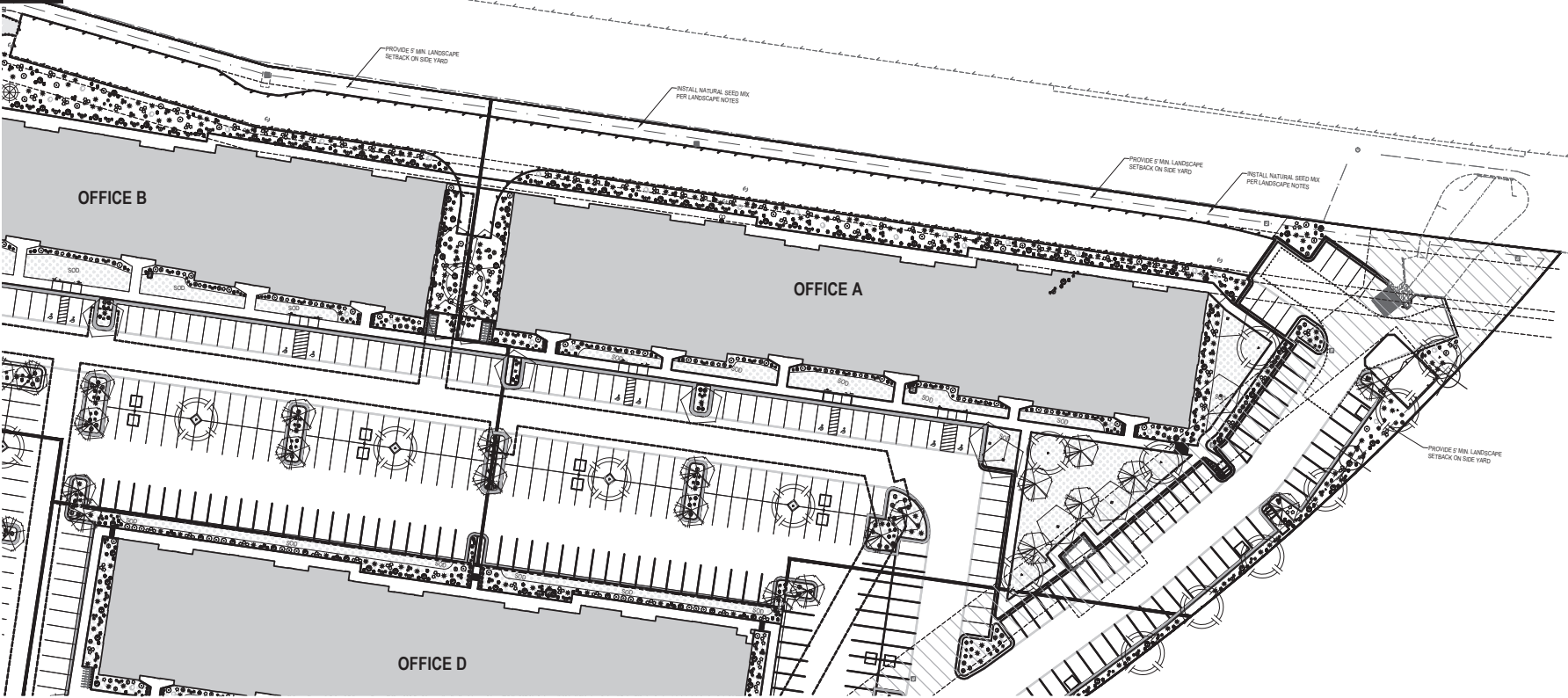
Exhibit G



CALL 311
8:00 AM - 5:00 PM
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

SOUTH QUARTER CORNER OF SECTION 22,
TOWNSHIP 3 SOUTH, RANGE 1 WEST,
SALT LAKE BASIN AND MERIDIAN
ELEV = 4438.87

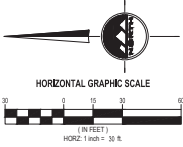


Landscape

Trees				
Qty	Symbol	Common Name	Botanical Name	Plant Size
63		Existing Pine to Remain	N/A	N/A
3		Spruce, Colorado	Picea pungens	7' TALL
2		Pine, Austrian	Pinus nigra	7' TALL
34		Zelkova, Village Green	Zelkova serrata 'Village Green'	2" CAL.
28		Redbud, Eastern	Cercis canadensis	2" CAL.
53		Linden, Littleleaf 'Chancellor'	Tilia cordata 'Chancellor'	2" CAL.

Shrubs				
Qty	Symbol	Common Name	Botanical Name	Plant Size
385		Barberry, 'Crimson Pygmy'	Barberis thunbergii atropurpurea nana	5 Gallon
396		Cinqueterol	Potentilla fruticosa 'Abbotswood'	5 Gallon
255		Pine, Mugo	Pinus mugo 'Compacta'	5 Gallon
138		Butterfly Bush, Purple Buzz	Buddleia davidii 'Buzz Purple'	5 Gallon
548		Blue Cat Grass	Helictotrichon sempervirens	1 Gallon
61		Feather Reed Grass 'Karl Foerster'	Calamagrostis acutiflora 'Karl Foerster'	1 Gallon
803		Daylily	Hemerocallis	1 Gallon
150		Japanese Boxwood	Buxus microphylla var. japonica 'Green Beauty'	5 Gallon

Landscape Calculations:
Total number of trees = 210
Total number of evergreens = 58 (48%)
Landscape Notes: Between all planter bed and sod areas, install 4" metal edging. In planter bed areas, install 4" deep 2" x 3" dia. Nepheli Rock & Gravel color 'Southtown' or equiv. decorative rock over weed barrier, typ.
Native Grass Seed Mix by Granite Seed Mix or Similar:
HYDRO-SEED SEED MIX
Western wheatgrass (Panicum sp.) 8.00
"Roadrunner" Crested Wheatgrass (Agropyron cristatum) 4.00
Streambank Wheatgrass (Elymus lanceolatus ssp. Psammophilus) 5.00
Mountain brome (Bromus marginatus) 8.00
Total 25 PLS lbs./acre





EN SIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.9529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
ST. JOHN PROPERTIES
1160 W. PLEASANT GROVE BLVD.
PLEASANT GROVE, UTAH 84062
CONTACT:
DANIEL THOMAS
PHONE:
801.864.7864

BELTWAY WEST

4255 SOUTH 2700 WEST

TAYLORSVILLE, UTAH

LANDSCAPE PLAN

PROJECT NUMBER: 190101
DATE: 8/20/21
DRAWN BY: J. L. LORR
CHECKED BY: D. JENKINS
PROJECT MANAGER: C. DUNN

L-100

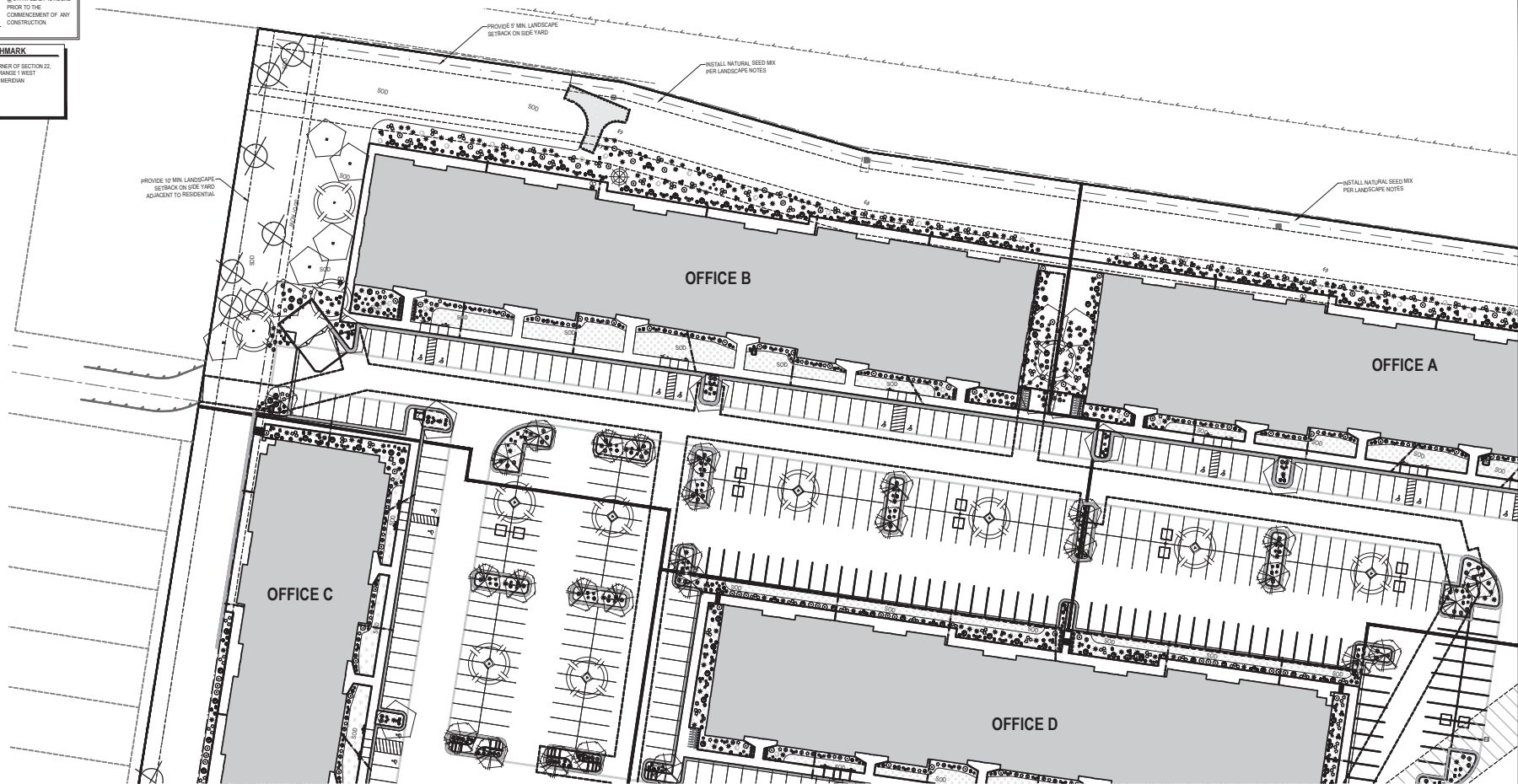
Exhibit G



CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

SOUTH QUARTER CORNER OF SECTION 22,
TOWNSHIP 3 SOUTH, RANGE 1 WEST,
SALT LAKE BASIN AND MERIDIAN
ELEV = 4438.87



Landscape

Qty	Symbol	Common Name	Botanical Name	Plant Size
83		Existing Pine to Remain	N/A	N/A
3		Spruce, Colorado	Picea pungens	7" TALL
2		Pine, Austrian	Pinus nigra	7" TALL
34		Zelkova, Village Green	Zelkova serrata 'Village Green'	2" CAL.
28		Redbud, Eastern	Cercis canadensis	2" CAL.
63		Linden, Littleleaf 'Chancellor'	Tilia cordata 'Chancellor'	2" CAL.

Shrubs

Qty	Symbol	Common Name	Botanical Name	Plant Size
385		Barberry, 'Crisson Pygmy'	Berberis thunbergii atropurpurea nana	5 Gallon
266		Cinqfoil	Potentilla fruticosa 'Woodstock'	5 Gallon
255		Pine, Mugo	Pinus mugo 'Compacta'	5 Gallon
118		Butterfly Bush, Purple Buzz	Buddleia davidi 'Buzz Purple'	5 Gallon
548		Blue Cat Grass	Helleborus sempervirens	1 Gallon
61		Feather Reed Grass 'Karl Foerster'	Calamagrostis acutiflora 'Karl Foerster'	1 Gallon
833		Daylily	Hemerocallis	1 Gallon
150		Japanese Boxwood	Buxus microphylla var. japonica 'Green Beauty'	5 Gallon

Landscape Calculations:

Total number of trees = 210

Total number of evergreens = 88 (42%)

Landscape Notes: Between all planter bed and soil areas, install 4" metal edging. In planter bed areas, install 4" deep 2'-3" dia. Neph Rock & Gravel color 'Southwest' or equiv. decorative rock over weed barrier, typ.

Native Grass Seed Mix by Granite Seed Mix or Similar:

HYDRO SEED SEED MIX

Western wheatgrass (Pascopyrum smithii)

8.00

'Roadcrest' Crested Wheatgrass (Agropyron cristatum)

4.00

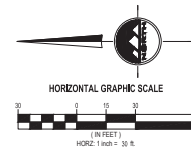
Streambank Wheatgrass (Elymus lanceolatus ssp. Psammophilus)

5.00

Mountain brome (Bromus marginatus)

8.00

Total 25 PLS BLS Jace





THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.9529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
ST. JOHN PROPERTIES
1160 W. PLEASANT GROVE BLVD.
PLEASANT GROVE, UTAH 84062
CONTACT:
DANIEL THOMAS
PHONE: 801.951.7864

BELTWAY WEST

4255 SOUTH 2700 WEST

TAYLORSVILLE, UTAH

LANDSCAPE PLAN

PROJECT NUMBER: 19050
DATE: 8/20/20
DRAWN BY: J. LUTHE
CHECKED BY: D. JENSEN
PROJECT MANAGER: C. DUNN

L-101

Exhibit G

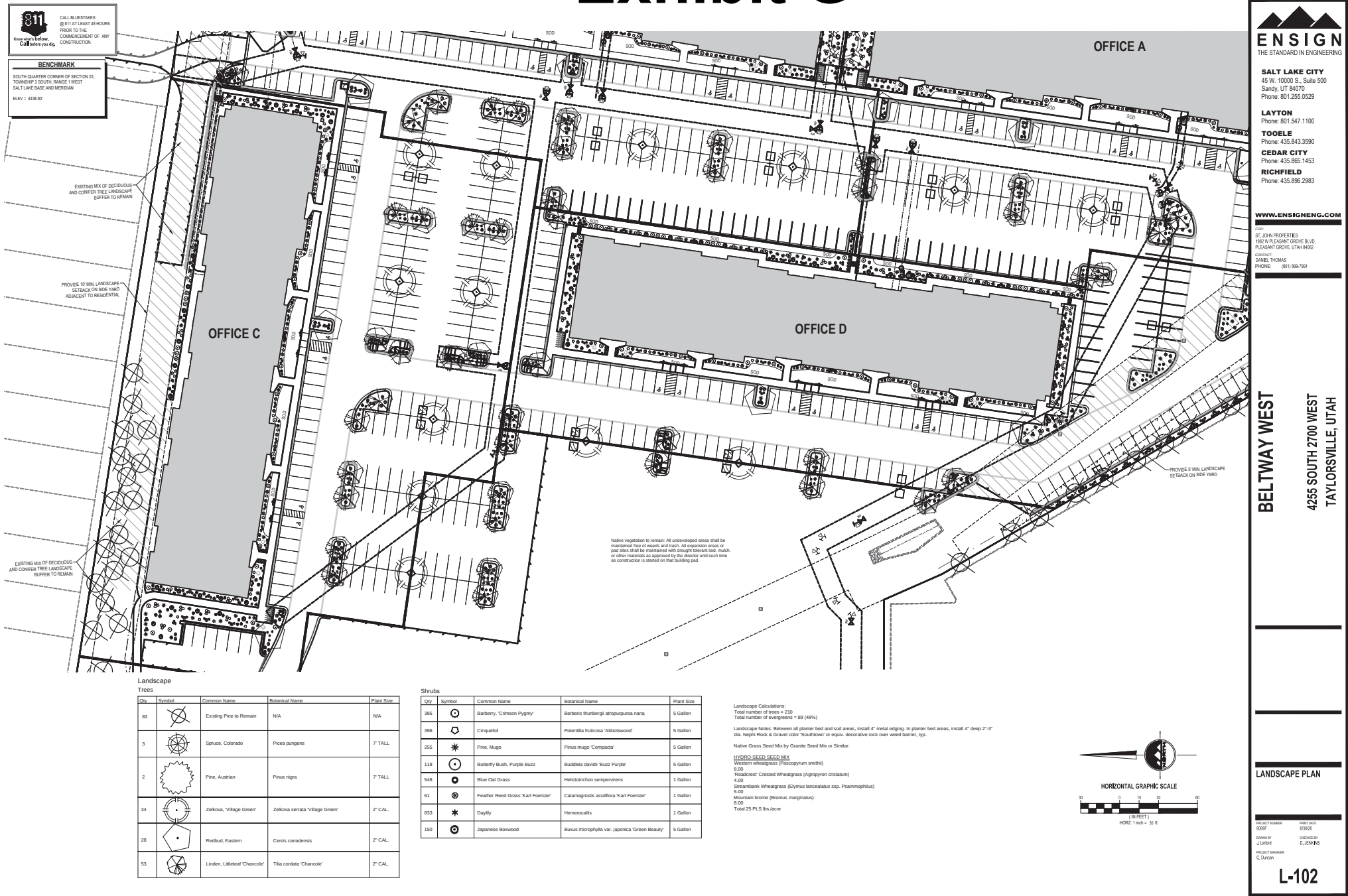


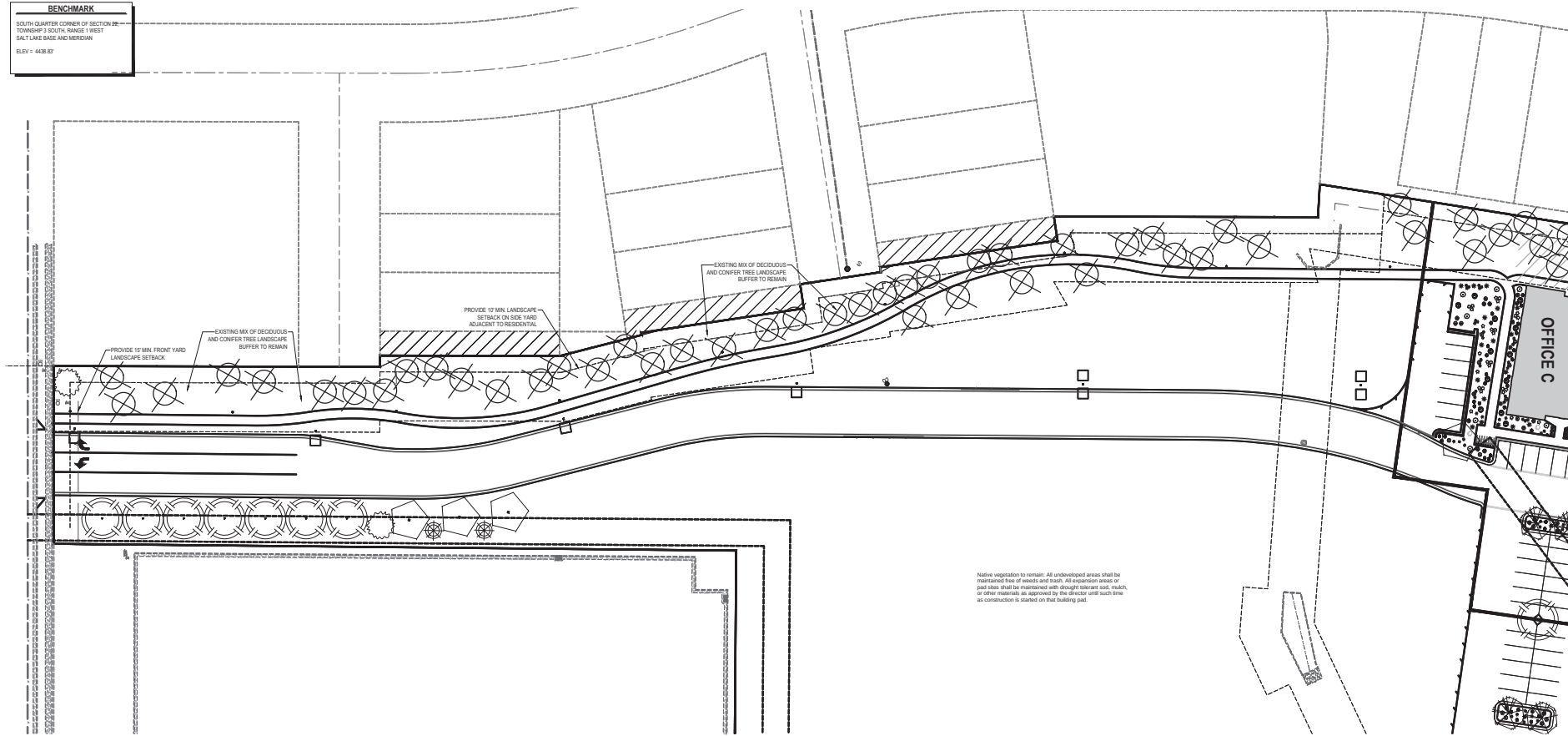
Exhibit G



CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.
Keep it safe, below,
Call before you dig.

BENCHMARK

SOUTH QUARTER CORNER OF SECTION 36,
TOWNSHIP 3 SOUTH, RANGE 1 WEST,
SALT LAKE BASIN AND MERIDIAN
ELEV = 4328.87



Native vegetation to remain: All undeveloped areas shall be maintained free of weeds and trash. All expansion areas or pad sites shall be maintained with drought tolerant soil, mulch, or other materials as approved by the director until such time as construction is started on that building pad.

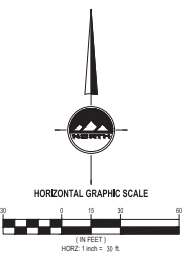
Landscape Trees

Qty	Symbol	Common Name	Botanical Name	Plant Size
83		Existing Pine to Remain	N/A	N/A
3		Spruce, Colorado	Picea pungens	7' TALL
2		Pine, Austrian	Pinus nigra	7' TALL
34		Zelkova, 'Village Green'	Zelkova serrata 'Village Green'	2" CAL.
28		Redbud, Eastern	Cercis canadensis	2" CAL.
53		Linden, Littleleaf 'Chancolor'	Tilia cordata 'Chancolor'	2" CAL.

Shrubs

Qty	Symbol	Common Name	Botanical Name	Plant Size
325		Sageberry, 'Crimson Pygmy'	Berberis thunbergii atropurpurea name	5 Gallon
396		Cinquefoil	Potentilla fruticosa 'Abbottwood'	5 Gallon
255		Pine, Mugo	Pinus mugo 'Compacta'	5 Gallon
118		Butterfly Bush, Purple Buzz	Buddleia davidii 'Buzz Purple'	5 Gallon
548		Blue Oat Grass	Helictotrichon sempervirens	1 Gallon
61		Feather Reed Grass 'Karl Foerster'	Calamagrostis acutiflora 'Karl Foerster'	1 Gallon
833		Daylily	Hemerocallis	1 Gallon
150		Japanese Boxwood	Buxus microphylla var. japonica 'Green Beauty'	5 Gallon

Landscape Calculations:
Total number of trees = 210
Total number of evergreens = 58 (46%)
Landscape Notes: Between all planter bed and sod areas, install 6" metal edging. In planter bed areas, install 4" deep 2'-3" dia. Night Rock & Gravel color 'Sulftan' or equiv. decorative rock over weed barrier, typ.
Native Grass Seed Mix by Granite Seed Mix or Similar:
HYDRO SEED SEED MIX
Western wheatgrass (Pascopyrum smithii) 6.00
"Roadcrest" Crested Wheatgrass (Agropyron cristatum) 4.00
Streambank Wheatgrass (Elymus lanceolatus ssp. Psammophilus) 5.00
Mountain brome (Bromus marginatus) 8.00
Total 25 PLS Bx./acre





EN SIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.9329

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
ST. JOHN PROPERTIES
1800 W. PLEASANT GROVE BLVD.
PLEASANT GROVE, UTAH 84062
CONTACT:
DANIEL THOMAS
PHONE: 801.954.7864

BELTWAY WEST

4255 SOUTH 2700 WEST

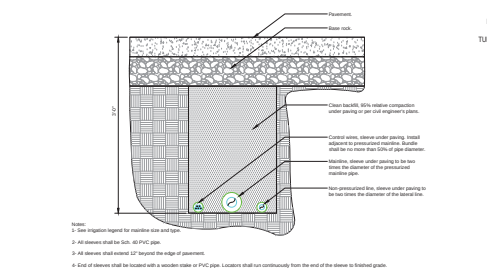
TAYLORSVILLE, UTAH

LANDSCAPE PLAN

PROJECT NUMBER: 1905
DATE: 8/20/23
DRAWN BY: J. LUTHE
CHECKED BY: D. JENKINS
PROJECT MANAGER: C. DUNN

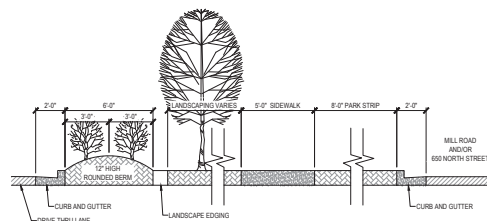
L-103

Exhibit G



13 PIPE BENEATH PAVEMENT

SCALE: NONE



14 TYPICAL LANDSCAPE BERM SECTION

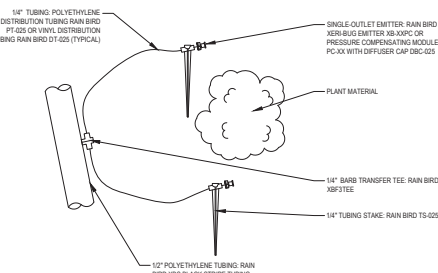
SCALE: NONE

GENERAL LANDSCAPE NOTES:

- LANDSCAPE CONTRACTOR HAS THE OPTION TO SUBSTITUTE PLANT MATERIAL, IF SPECIFIED GENUS, SPECIES, AND/OR VARIETIES ARE NOT LOCALLY OR REGIONALLY AVAILABLE. LANDSCAPE CONTRACTOR SHALL REPLACE SAID PLANTS WITH THOSE OF LIKE HARDINESS, ZONE, SIZE, FORM, MOISTURE AND SOLAR REQUIREMENTS, AND MEET THE GENERAL INTENT OF THE ORIGINAL DESIGN. ANY REPLACEMENT PLANTING SHALL BE APPROVED BY ENSIGN ENGINEERING AND LAND SURVEYING, INC. OR PROJECT REPRESENTATIVE PRIOR TO INSTALLATION. ALL REPLACEMENT PLANT MATERIALS SHALL CONFORM TO CITY APPROVED PLANTS. ALL PLANTING SUBSTITUTION WILL BE APPROVED BY CITY.
- LOCATE ALL UTILITIES AND SITE LIGHTING CONDUITS BEFORE LANDSCAPE CONSTRUCTION BEGINS.
- NOTIFY LANDSCAPE REPRESENTATIVE OF ANY LAWN DISCREPANCIES PRIOR TO ANY PLANTING.
- FERTILIZE ALL PLANTS AT THE TIME OF PLANTING WITH TIME RELEASE FERTILIZER.
- MULCH PER PLAN. SHALL BE USED AS A FOUR-INCH (4") TOP DRESSING IN ALL PLANT BEDS AND AROUND ALL TREES. SINGLE TREES OR SHRUBS SHALL BE MULCHED TO THE OUTSIDE EDGE OF THE SAUCER OR LANDSCAPE ISLAND.
- LANDSCAPE CONTRACTOR SHALL INSTALL AN UNDERGROUND, POP-UP IRRIGATION SYSTEM WHICH PROVIDES COMPLETE COVERAGE OF THE SITE AND MEETS COUNTY/CITY REQUIREMENTS AT OR BEFORE THE INSTALLATION OF LANDSCAPE MATERIALS.
- ALL LANDSCAPE MATERIALS SHALL BE IN COMPLIANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI-Z60.1-1986)
- CONTRACTOR SHALL USE AVAILABLE SUSTAINABLE TOPSOIL THAT HAS BEEN STOCKPILED ON SITE. IF QUANTITIES ARE NOT SUFFICIENT TO MEET SITE MINIMUMS CONTRACTOR SHALL PROVIDE ADDITIONAL MATERIALS. ADDITIONAL MATERIAL SHALL BE SUPPLIED BY A COMMERCIAL TOPSOIL SUPPLIER.
- PROVIDE THE FOLLOWING TOP SOIL MINIMUMS:
A. 4" TOPSOIL IN ALL SOO AREAS
B. 8" TOP SOIL IN ALL PLANTER BEDS
- WEED FABRIC SHALL BE A DEWITT SUNBELT WOVEN GROUND COVER INSTALLED W/ GROUND STAPLES ACCORDING TO MANUFACTURER RECOMMENDATIONS.

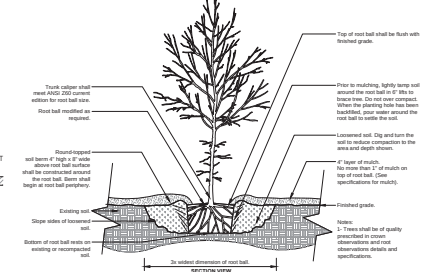
IRRIGATION NOTES:

- IRRIGATION SYSTEM SHALL BE INSTALLED IN CONFORMANCE WITH ALL APPLICABLE STATE AND LOCAL CODES AND ORDINANCES BY A LICENSED CONTRACTOR AND EXPERIENCED WORKMEN. CONTRACTOR TO OBTAIN AND PAY FOR ALL REQUIRED PERMITS.
- CONTRACTOR TO CONFIRM THE LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATION. CONTRACTOR TO REPAIR ANY DAMAGE CAUSED BY OR DURING THE PERFORMANCE OF HIS WORK. NO ADDITIONAL COST.
- PARALLEL PIPES MAY BE INSTALLED IN A COMMON TRENCH. PIPES ARE NOT TO BE INSTALLED ONE ABOVE THE OTHER.
- TRENCHES ARE TO BE DEEP ENOUGH TO ALLOW FOR 18" MIN. COVER, ON MAIN LINES AND 12" MIN. COVER ON LATERAL LINES. BACKFILL TO BE WATERED AND COMPACTED.
- ALL MAIN AND LATERAL LINES SHALL BE SCHEDULE 40 PVC PIPE.
- ALL ELECTRICAL VALVES SHALL BE INSTALLED IN VALVE BOXES WITH LOCKING LIDS.
- DIRECT BURIAL, 1/4" GAUGE WIRE WITH SPIRALS DRIP-SPICE CONNECTIONS (OR EQUAL) SHALL BE USED. 6" SEPARATION BETWEEN MAIN LINE & WIRE EITHER BELOW PIPE OR TO SIDE.
- CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE PROPER COVERAGE OF ALL IRRIGATED AREAS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING ALL LINES AND SHALL INSTALL MANUAL DRAINS AT ALL VALVE MANIFOLDS AND AT ALL LOW POINTS ON MAIN LINES. MANUAL VALVES SHALL BE INSTALLED IN WELL MARKED VALVE BOXES WITH LOCKING LIDS. KING AUTOMATIC DRAIN VALVES TO BE INSTALLED AT ALL LOW POINTS ON LATERAL LINES. LINES LEADING TO INSTALL QUICK COUPLER VALVE AT ALL VALVE MANIFOLD LOCATIONS.
- ALL SPRINKLER LINES AND CONTROL WIRING CROSSING UNDER PAVED AREAS SHALL BE INSTALLED IN A SLEEVE TWICE THE SIZE OF THE PIPE.
- FLUSH MAIN LINES PRIOR TO THE INSTALLATION OF REMOTE CONTROL VALVES. FLUSH LATERAL LINES PRIOR TO THE INSTALLATION OF HEADS. MAIN LINES TO BE INSPECTED FOR LEAKS UNDER FULL PRESSURE PRIOR TO BACKFILLING TRENCHES.
- CONTRACTOR TO MAINTAIN A SET OF "AS BUILT" DRAWINGS, A REPRODUCIBLE COPY OF WHICH WILL BE TURNED OVER TO THE OWNER'S REPRESENTATIVE UPON COMPLETION.
- THE OWNER RESERVES THE RIGHT TO REJECT MATERIAL OR WORK WHICH DOES NOT CONFORM TO THESE DRAWINGS. REJECTED WORK SHALL BE REMOVED OR CORRECTED AT CONTRACTOR'S EXPENSE.



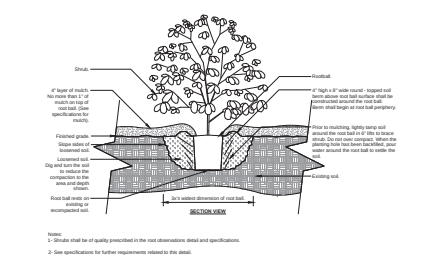
9 DRIP DETAIL

SCALE: NONE



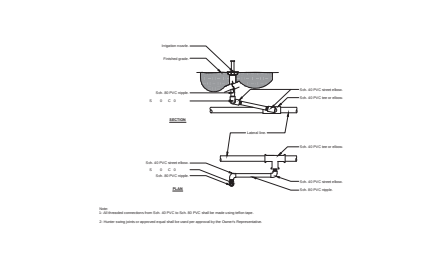
10 TREE PLANTING DETAIL

SCALE: NONE



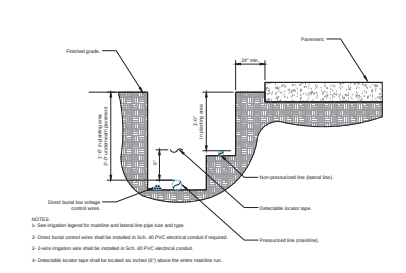
11 SHRUB PLANTING DETAIL

SCALE: NONE



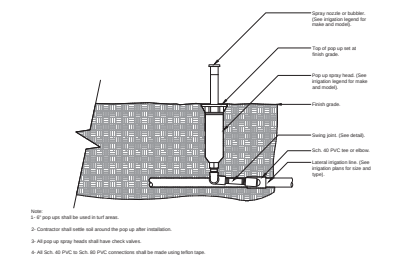
12 SWING JOINT

SCALE: NONE



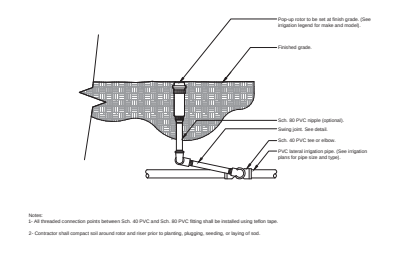
5 IRRIGATION TRENCHING

SCALE: NONE



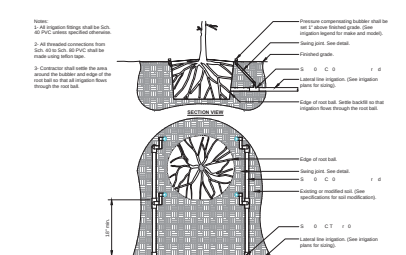
6 POP-UP SPRAY SPRINKLER

SCALE: NONE



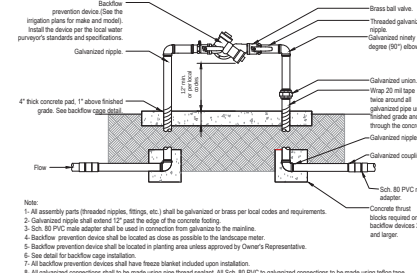
7 ROTOR POP-UP HEAD

SCALE: NONE



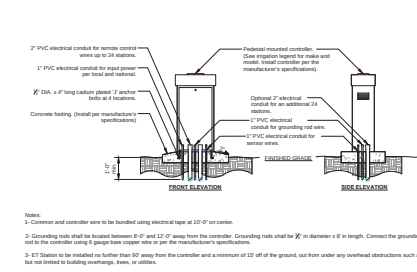
8 BUBBLER DETAIL

SCALE: NONE



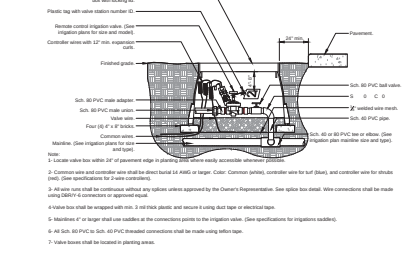
1 BACKFLOW PREVENTER

SCALE: NONE



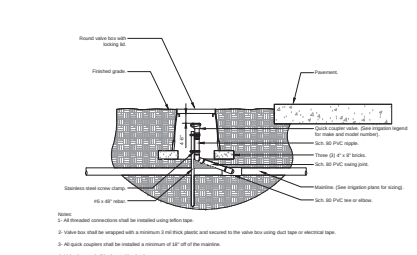
2 IRRIGATION CONTROLLER

SCALE: NONE



3 CONTROL VALVE

SCALE: NONE



4 QUICK-COUPLING VALVE

SCALE: NONE

EN SIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.9529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEGAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.866.2983

WWW.ENSIGNENGINE.COM

For:
ST. JOHN PROPERTIES
1802 W PLEASANT GROVE BLVD.
PLEASANT GROVE, UTAH 84062
CONTACT:
DANIEL THOMAS
PHONE: (801) 664-7891

BELTWAY WEST

4255 SOUTH 2700 WEST

TAYLORSVILLE, UTAH

NO.	DATE	BY	CHKD	APP'D
1				
2				
3				
4				
5				
6				

LANDSCAPE AND IRRIGATION DETAILS

PROJECT MANAGER J. L. FORT	DESIGNED BY J. L. FORT
PROJECT ENGINEER C. DORRIS	CHECKED BY D. JENNIS

L-200

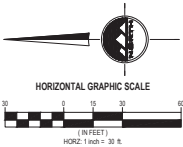
Exhibit G



BENCHMARK
SOUTH QUARTER CORNER OF SECTION 22,
TOWNSHIP 3 SOUTH, RANGE 1 WEST
SALT LAKE BASIN AND MENDHAM
ELEV = 4408.7



PHOTOMETRIC PLAN WAS PRODUCED BY ENSIGN ENGINEERING USING THE 'VISUAL 3D' LIGHTING SOFTWARE.
BUILDING WALLPACK = LSI INDUSTRIES XAWSU-FT-LED-63-HO-CW-UE-MSV = 14' MOUNTING HT.
POLE LIGHTS = LSI INDUSTRIES XGBM 3 LED HO CW UE BLK = 30' MOUNTING HEIGHT
ALL LIGHTING NEEDS TO BE SHIELDED DOWNWARD



SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.9329

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
J.T. JOHN PROPERTIES
1885 W. PLEASANT GROVE BLVD.
PLEASANT GROVE, UTAH 84062

CONTACT:
DANIEL THOMAS
PHONE: 801.869.7881

BELTWAY WEST

4255 SOUTH 2700 WEST

TAYLORSVILLE, UTAH



PHOTOMETRIC PLAN

PROJECT MANAGER: J. L. LARSON
DRAWN BY: J. L. LARSON
PROJECT MANAGER: C. DUNCAN

PRINT DATE: 03/15/2018
CHECKED BY: D. JENKINS

PH-100

Exhibit G

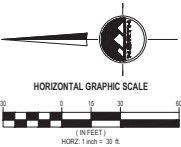


CALL BLUESTAKES
801.441.4141
Know what's below.
Call before you dig.

BENCHMARK
SOUTH-QUARTER CORNER OF SECTION 22,
TOWNSHIP 3 SOUTH, RANGE 1 WEST,
SALT LAKE BASIN AND MENDHAM
ELEV = 4488.7



PHOTOMETRIC PLAN WAS PRODUCED BY ENSIGN ENGINEERING USING THE 'VISUAL 3D' LIGHTING SOFTWARE.
BUILDING WALLPACK = LSI INDUSTRIES XAWSU-FT-LED-63-HO-CW-UE-MSV = 14' MOUNTING HT.
POLE LIGHTS = LSI INDUSTRIES XGBM 3 LED HO CW UE BLK = 30' MOUNTING HEIGHT
ALL LIGHTING NEEDS TO BE SHIELDED DOWNWARD





ENSIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.9529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

www.ensigneng.com

FOR:
J.T. JOHN PROPERTIES
1883 W. PLEASANT GROVE BLVD.
PLEASANT GROVE, UTAH 84062
CONTACT:
DANIEL THOMAS
PHONE: 801.869.7881

BELTWAY WEST

4255 SOUTH 2700 WEST

TAYLORSVILLE, UTAH



PHOTOMETRIC PLAN

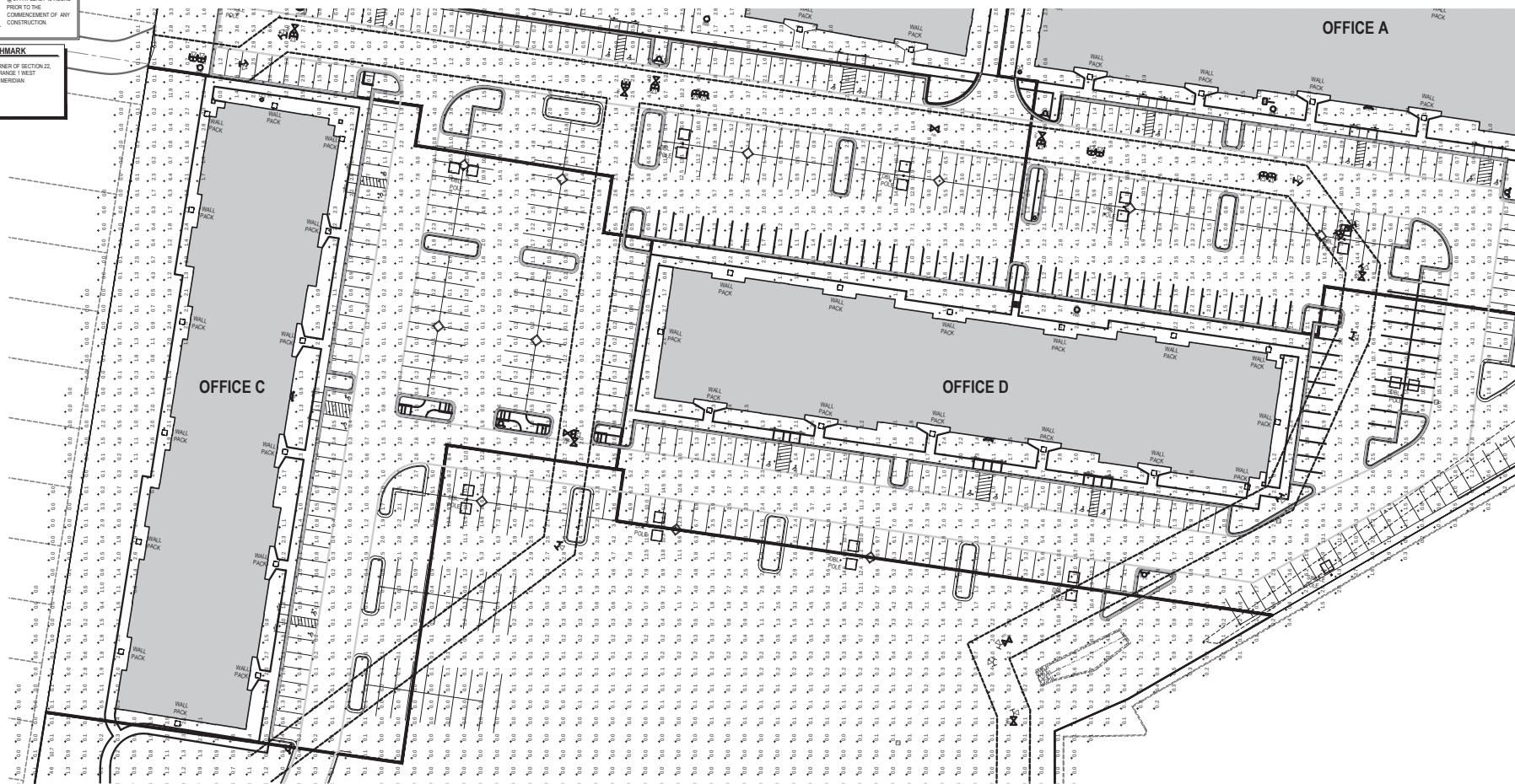
PROJECT MANAGER	PROJECT DATE
WJSP	12/18/2018
DRAWN BY	CHECKED BY
J. Lillard	D. JENKINS
PROJECT MANAGER	
C. Duran	

PH-101

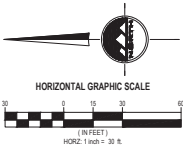
Exhibit G

311
CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.
Know what's below.
Call before you dig.

BENCHMARK
SOUTH QUARTER CORNER OF SECTION 22,
TOWNSHIP 3 SOUTH, RANGE 1 WEST
SALT LAKE BASIN AND MENDHAM
ELEV = 408.87



PHOTOMETRIC PLAN WAS PRODUCED BY ENSIGN ENGINEERING USING THE "VISUAL 3D" LIGHTING SOFTWARE.
BUILDING WALLPACK = LSI INDUSTRIES XAWSU-FT-LED-63-HO-CW-UE-MSV = 14' MOUNTING HT.
POLE LIGHTS = LSI INDUSTRIES XGBM 3 LED HO CW UE BLK = 30' MOUNTING HEIGHT
ALL LIGHTING NEEDS TO BE SHIELDED DOWNWARD



SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.9529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

www.ensigneng.com

FOR:
ST. JOHN PROPERTIES
1805 W. PLEASANT GROVE BLVD.
PLEASANT GROVE, UTAH 84062

CONTACT:
DANIEL THOMAS
PHONE: 801.869.7881

BELTWAY WEST

4255 SOUTH 2700 WEST

TAYLORSVILLE, UTAH

PHOTOMETRIC PLAN

PROJECT MANAGER	PROJECT DATE
WSP	10/15/18
DRAWN BY	CHECKED BY
J. Lillard	D. Jenkins
PROJECT MANAGER	
C. Duran	

PH-102

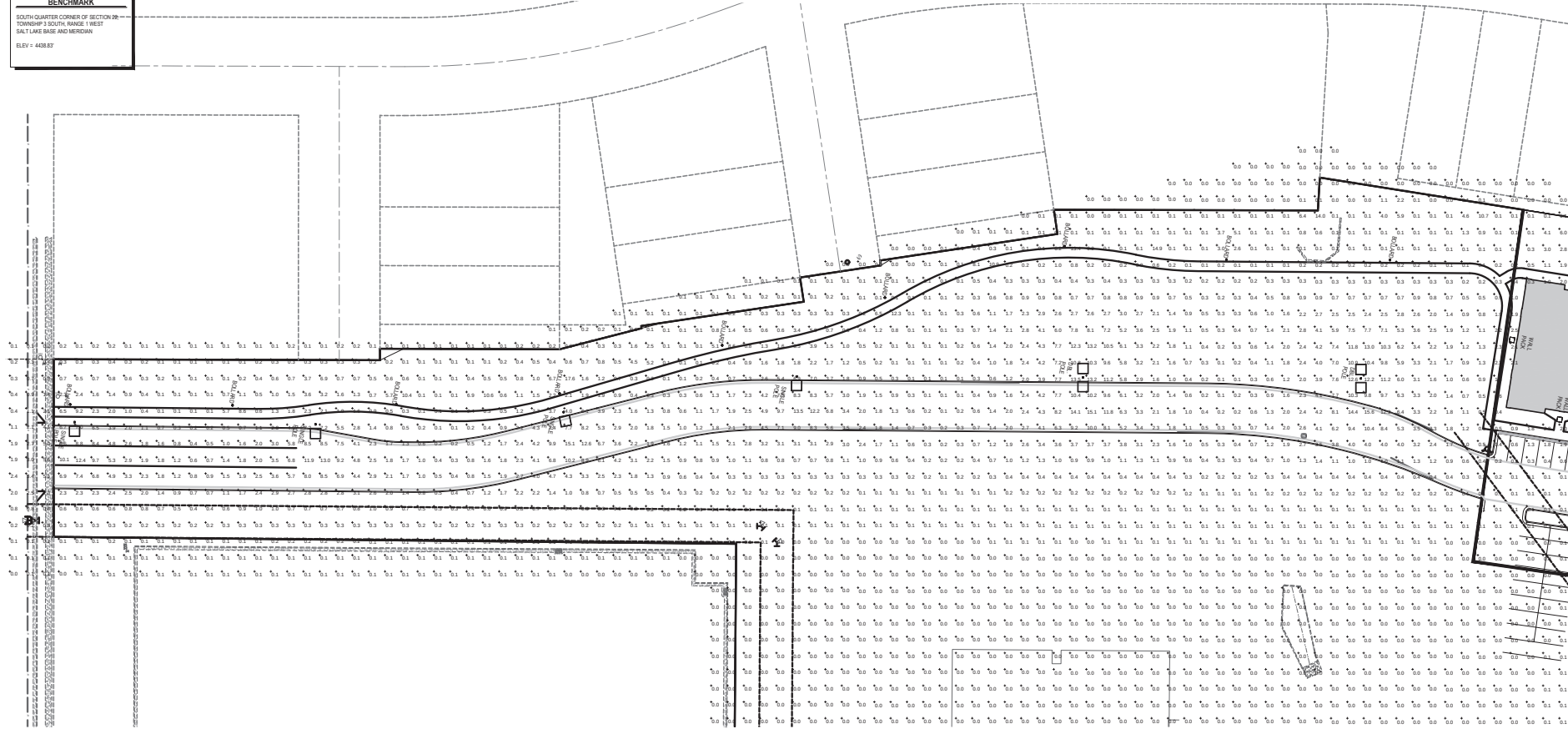
Exhibit G



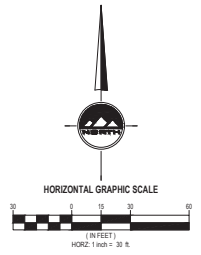
CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.
*Know what's below.
Call before you dig.*

BENCHMARK

SOUTH QUARTER CORNER OF SECTION 28
TOWNSHIP 3 SOUTH RANGE 1 WEST
SALT LAKE BASIN AND MENDHAM
ELEV = 408.87



PHOTOMETRIC PLAN WAS PRODUCED BY ENSIGN ENGINEERING USING THE 'VISUAL 3D' LIGHTING SOFTWARE.
BUILDING WALLPACK = LSI INDUSTRIES XAWSU-FT-LED-63-HO-CW-UE-MSV = 14' MOUNTING HT.
POLE LIGHTS = LSI INDUSTRIES XGBM 3 LED HO CW UE BLK = 30' MOUNTING HEIGHT
ALL LIGHTING NEEDS TO BE SHIELDED DOWNWARD





ENSIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.9329

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

www.ensigneng.com

FOR:
J.T. JOHN PROPERTIES
1802 W. PLEASANT GROVE BLVD.
PLEASANT GROVE, UTAH 84042
CONTACT:
DANIEL THOMAS
PHONE: 801.869.7881

BELTWAY WEST

4255 SOUTH 2700 WEST

TAYLORSVILLE, UTAH



PHOTOMETRIC PLAN

PROJECT MANAGER J. Lillard	PROJECT ENGINEER C. Durbin	PRINT DATE 07/2019	CHECKED BY D. JENKINS
-------------------------------	-------------------------------	-----------------------	--------------------------

PH-103

Exhibit G

[illegible]

LED AREA LIGHTS - (XGBM)

CONSUMER SPECIFICATIONS

Model	Dimensions	Color	Beam Angle	Beam Spread	Beam Diameter	Beam Length	Beam Width	Beam Height	Beam Depth	Beam Area	Beam Volume	Beam Weight	Beam Price
XGBM 5	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"
XGBM 10	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 15	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 20	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 25	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 30	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 35	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 40	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 45	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 50	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 55	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 60	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 65	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 70	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 75	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 80	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 85	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 90	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 95	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 100	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 105	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 110	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 115	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 120	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 125	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 130	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 135	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 140	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	1.0"	
XGBM 145	2.0" x 2.0" x 0.5"	White	60°	1.0"	1.0"	1.0"							

SSP

TYPE 316 SSFP 50-50 1-1/2" x 4" x 11.8K-DMT-BC 1.63

Square Non-Tapered Steel Poles

Pole Shaft

The pole shaft is one piece construction, fabricated from a available grade carbon steel structural tubing with a uniform wall thickness of 11 gauge (0.1199", 3.1gmp, 0.1750") and 12.250" ID. The pole shaft minimum yield strength is ASTM A 500 Grade C with a minimum yield strength of 50,000 psi. The pole shaft has a full length longitudinal resistance weld and is uniformly square in cross-section with flat, smooth, round ends and excellent torsional properties.

Baseplate

The anchor base is fabricated from structural grade hot rolled carbon steel plate that meets or exceeds a minimum yield strength of 30,000 psi. The anchor base incorporates the pole shaft and is conventionally welded top and bottom. All welds are performed in accordance with the American Welding Society specifications AWS A1.1, Section 1.

Anchor Bolts

Anchor bolts are fabricated from commercial grade hot rolled carbon steel that meets or exceeds a minimum yield strength of 30,000 psi. They are typically sized anchor bolts and with two regular bar nuts and washers, are furnished and shipped with all poles unless otherwise specified. Anchor bolts shall have a hex head and galvanized a minimum of 8 inches in accordance with ASTM A 453. Fully galvanized anchor bolts are available upon request.

Handhole

An steel reinforced gasketed handhole is available in 3" x 5" or 4" x 6" round opening, horizontal 1" x 1" above knee, installed on all 6" poles. Optional 3" x 6" and 4" x 8" handholes are available tree options. A gasketing technique is provided inside the handhole ring.

Finishes

The Standard Finish is a galvanized structural specification coating applied, to the surface of the handhole is a minimum of 3 mils for all other finishes. Hot Dip Galvanized Finish to ASTM A-123 specification or powder finish is also available. For optional finishes, see R-4042 and R-4043 Order Cataloging.

HOW TO ORDER

When ordering SSP lighting standards, mounting adapters and accessories, be sure to specify the complete standard number. Our catalog numbers reflect the precise accessories that are required to ensure our customers will receive the exact shaft which will meet exact requirements. Be sure to use the basic number, to give additional standard lengths, to configure standard and finished representations and to print subtotals.

CATALOG LOGIC

ORDERING EXAMPLE

SIZE	TYPE	FINISH	ADAPTER	OPTIONAL
50-50	STANDARD	PAINT	ADAPTER	OPTIONAL

SSP 50 - 50 - 1 - BRZ - DMT-1 - BC

Mounting Adapter

KW

TYPE-C XANVU FT-LD 44-HO CW-CW US

LED WALL LIGHTS - AEROMAX™ (XANVU) LUMENS

XANVU FT-LD 44-HO CW-CW US

LED WALL LIGHTS - AEROMAX™ (XANVU) LUMENS
 Dependence of design for wall-mounted luminaire product not
 shown. The luminaire is designed for wall mounting. The luminaire
 may not be suitable for use in specific lighting situations.

XANVU FT-LD 44-HO CW-CW US			
Beam Angle	Power (W)	Light Output (lm)	Beam Diameter (ft)
15°	10	100	0.5
30°	10	200	1.0
45°	10	300	1.5
60°	10	400	2.0
75°	10	500	2.5
90°	10	600	3.0
105°	10	700	3.5
120°	10	800	4.0
135°	10	900	4.5
150°	10	1000	5.0
165°	10	1100	5.5
180°	10	1200	6.0
200°	10	1300	6.5
225°	10	1400	7.0
240°	10	1500	7.5
270°	10	1600	8.0
300°	10	1700	8.5
315°	10	1800	9.0
330°	10	1900	9.5
345°	10	2000	10.0
360°	10	2100	10.5
375°	10	2200	11.0
390°	10	2300	11.5
405°	10	2400	12.0
420°	10	2500	12.5
435°	10	2600	13.0
450°	10	2700	13.5
465°	10	2800	14.0
480°	10	2900	14.5
495°	10	3000	15.0
510°	10	3100	15.5
525°	10	3200	16.0
540°	10	3300	16.5
555°	10	3400	17.0
570°	10	3500	17.5
585°	10	3600	18.0
600°	10	3700	18.5
615°	10	3800	19.0
630°	10	3900	19.5
645°	10	4000	20.0
660°	10	4100	20.5
675°	10	4200	21.0
690°	10	4300	21.5
705°	10	4400	22.0
720°	10	4500	22.5
735°	10	4600	23.0
750°	10	4700	23.5
765°	10	4800	24.0
780°	10	4900	24.5
795°	10	5000	25.0
810°	10	5100	25.5
825°	10	5200	26.0
840°	10	5300	26.5
855°	10	5400	27.0
870°	10	5500	27.5
885°	10	5600	28.0
900°	10	5700	28.5
915°	10	5800	29.0
930°	10	5900	29.5
945°	10	6000	30.0
960°	10	6100	30.5
975°	10	6200	31.0
990°	10	6300	31.5
1005°	10	6400	32.0
1020°	10	6500	32.5
1035°	10	6600	33.0
1050°	10	6700	33.5
1065°	10	6800	34.0
1080°	10	6900	34.5
1095°	10	7000	35.0
1110°	10	7100	35.5
1125°	10	7200	36.0
1140°	10	7300	36.5
1155°	10	7400	37.0
1170°	10	7500	37.5
1185°	10	7600	38.0
1200°	10	7700	38.5
1215°	10	7800	39.0
1230°	10	7900	39.5
1245°	10	8000	40.0
1260°	10	8100	40.5
1275°	10	8200	41.0
1290°	10	8300	41.5
1305°	10	8400	42.0
1320°	10	8500	42.5
1335°	10	8600	43.0
1350°	10	8700	43.5
1365°	10	8800	44.0
1380°	10	8900	44.5
1395°	10	9000	45.0
1410°	10	9100	45.5</

[illegible][illegible]

ENSIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FROM
ST JOHN PROPERTIES
185 W PLEASANT GROVE BLVD
PLEASANT GROVE, UTAH 84062

CONTACT
DANIEL THOMAS
PHONE: (801) 599-7991

BELTWAY WEST

4255 SOUTH 2700 WEST

TAYLORSVILLE, UTAH



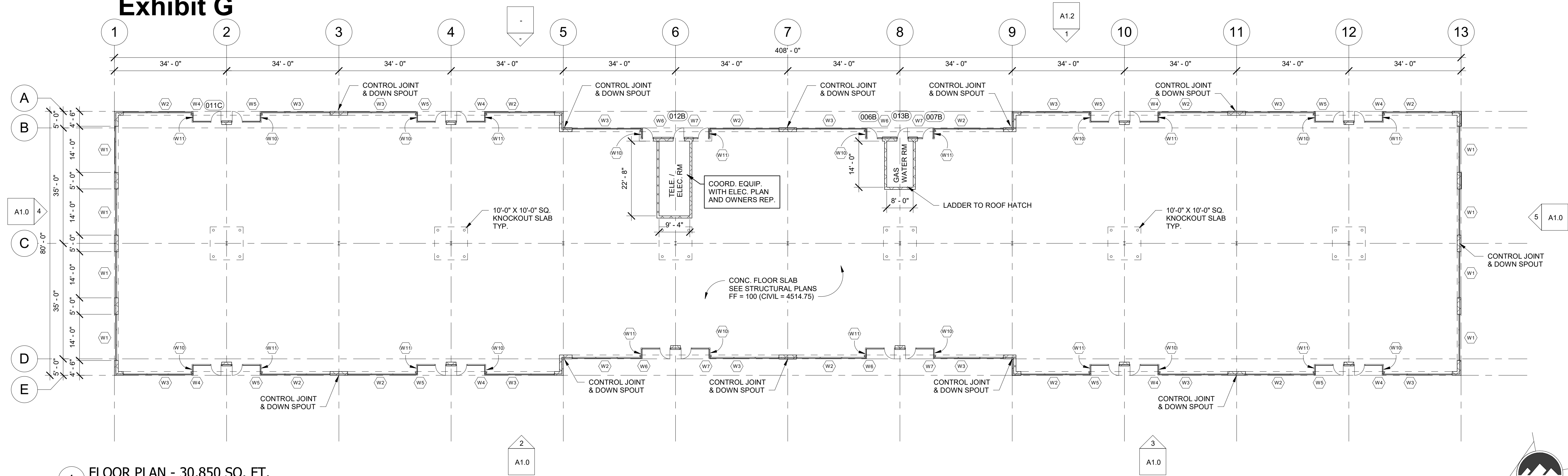
NO.	DATE	REVISION FOR REVISION	BY
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

**PHOTOMETRIC
DETAILS**

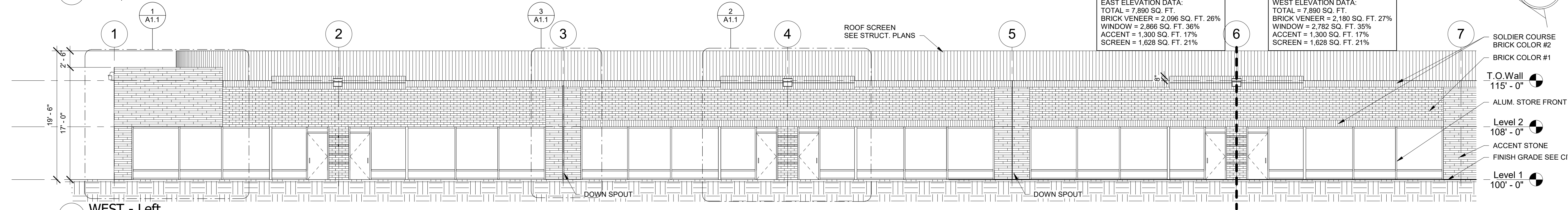
PROJECT NUMBER: 80507	PROJECT DATE: 5/20/05
DESIGNED BY: J. Linford	CHECKED BY: D. JENKINS
PROJECT MANAGER: C. DODSON	

PH-200

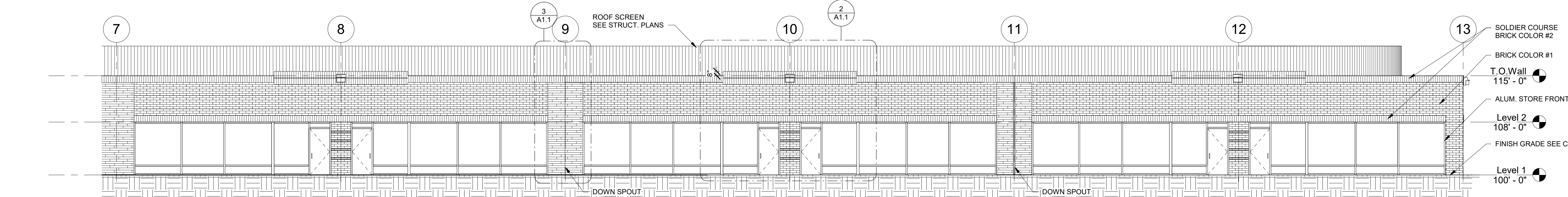
Exhibit G



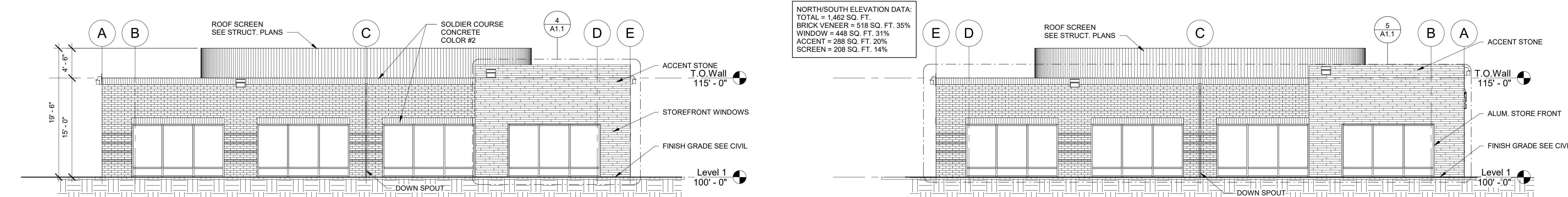
1 FLOOR PLAN - 30,850 SQ. FT.
SCALE: 1/16" = 1'-0"



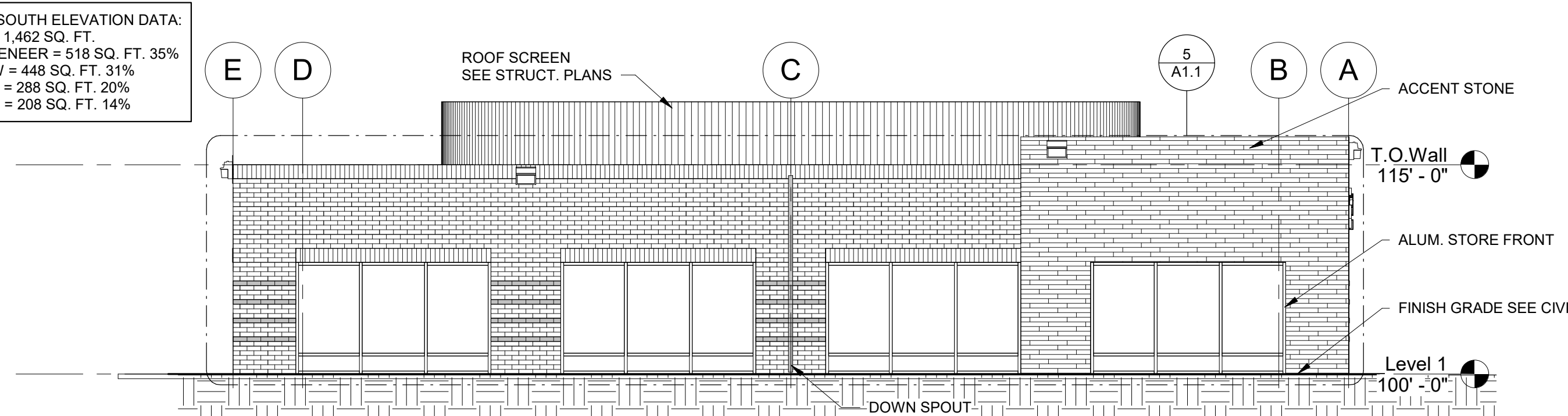
2 WEST - Left
SCALE: 1/8" = 1'-0"



3 WEST - Right
SCALE: 1/8" = 1'-0"



4 NORTH
SCALE: 1/8" = 1'-0"



5 SOUTH
SCALE: 1/8" = 1'-0"

ENSIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNENG.COM

CLIENT INFORMATION:
ST. JOHN PROPERTIES
1882 W Pleasant Grove Blvd.
Suite D
Pleasant Grove, UTAH 84062
C/O DANIEL THOMAS
(801) 899-7991

BELTWAY WEST
OFFICE BUILDING A - 30,850 SQ. FT.
4255 SOUTH 2700 WEST
TAYLORSVILLE, UTAH

CONCEPT 12/17/19
NO. DATE REVISION

FLOOR PLAN & ELEVATIONS

PROJECT NUMBER
6069F
DATE
5/24/19
DRAWN BY
C. Duncan
PROJECT ENGINEER
S. Warr
PROJECT MANAGER
C. Duncan

A1.0

Exhibit G



4 ENDWALL ACCENT
SCALE: 1/2" = 1'-0"



3 RECESSED CORNER ACCENT
SCALE: 1/2" = 1'-0"



2 RECESSED ENTRY
SCALE: 1/2" = 1'-0"



1 CORNER ACCENT PORCELIN
SCALE: 1/2" = 1'-0"



7 ARTIST ELEVATION
SCALE: 1/2" = 1'-0"



6 CORNER ELEVATION
SCALE: 1/2" = 1'-0"



5 ENDWALL ELEVATION
SCALE: 1/2" = 1'-0"



THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNENG.COM

CLIENT INFORMATION:
ST. JOHN PROPERTIES
1982 W Pleasant Grove Blvd.
Suite D
Pleasant Grove, UTAH 84062
C/O DANIEL THOMAS
(801) 899-7991

BELTWAY WEST
OFFICE BUILDING A - 30,850 SQ. FT.
4255 SOUTH 2700 WEST
TAYLORSVILLE, UTAH

CONCEPT 12/17/19

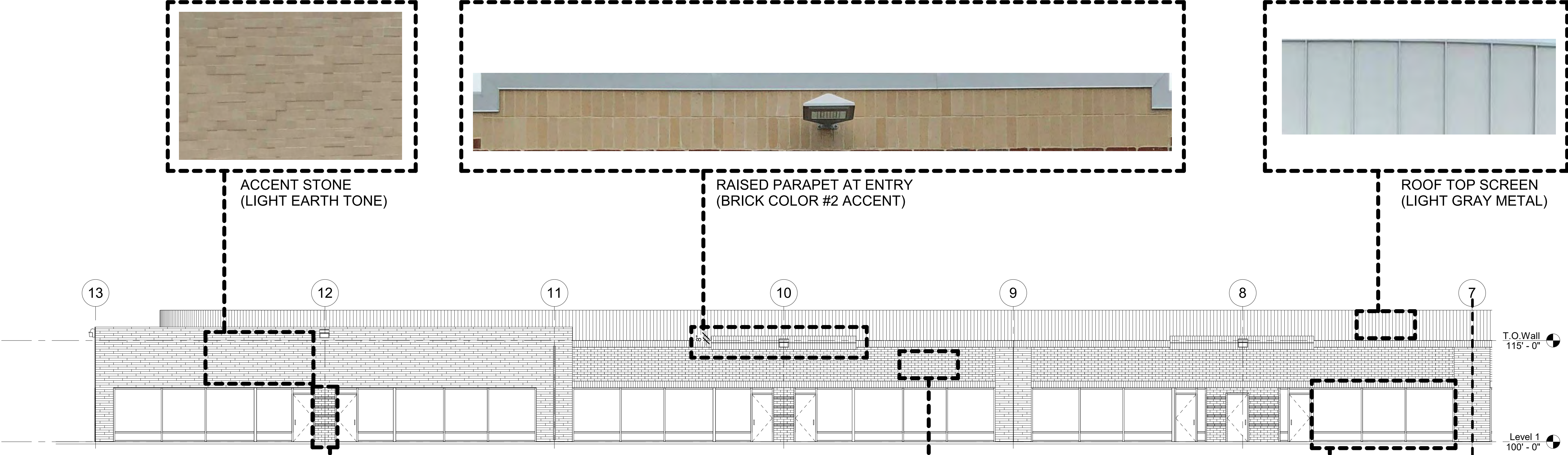
NO.	DATE	REVISION
-----	------	----------

ELEVATIONS

PROJECT NUMBER
6060F
DATE
5/24/19
DRAWN BY
C. Duncan
PROJECT ENGINEER
S. Warr
PROJECT MANAGER
C. Duncan

A1.1

Exhibit G



ACCENT STONE
(LIGHT EARTH TONE)



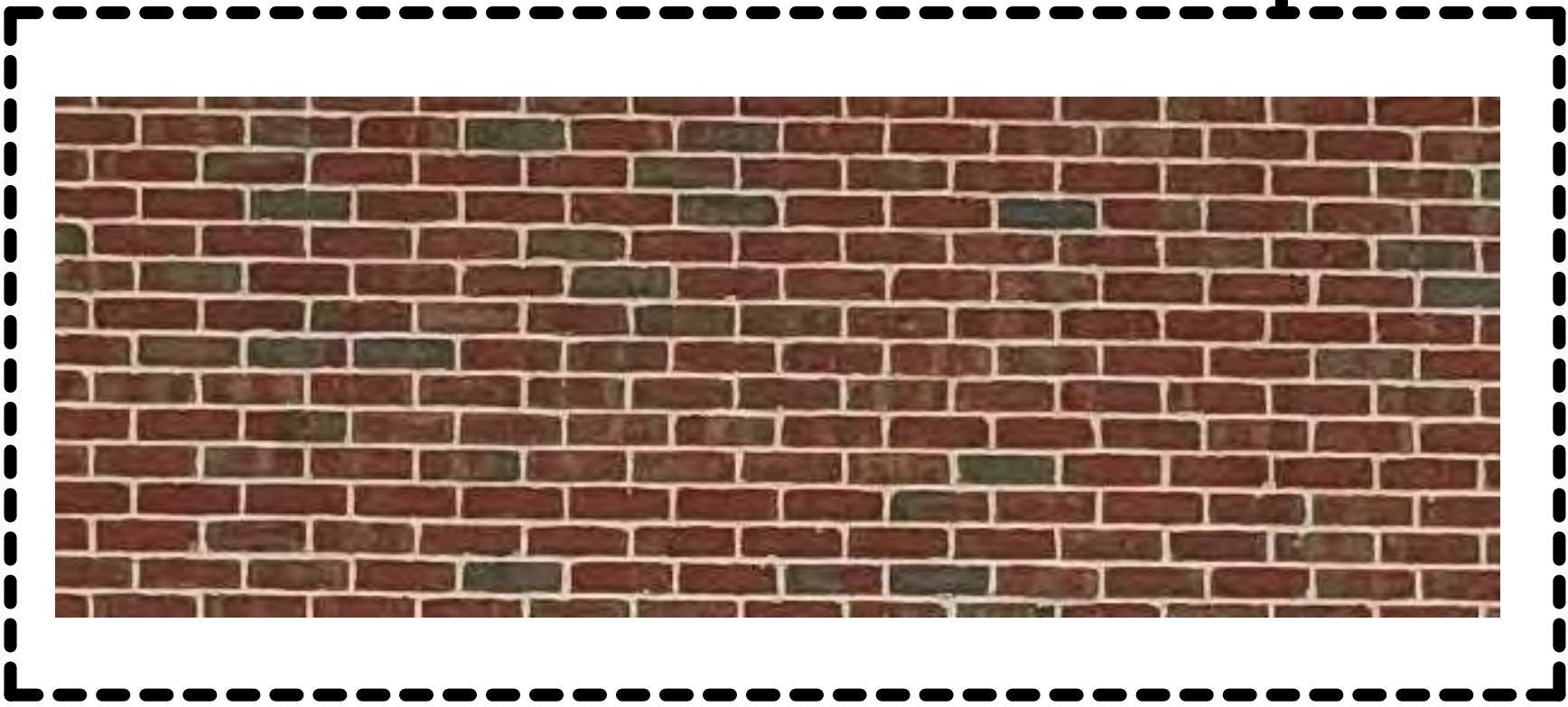
RAISED PARAPET AT ENTRY
(BRICK COLOR #2 ACCENT)



ROOF TOP SCREEN
(LIGHT GRAY METAL)



PIER ACCENT BANDING
(EARTH TONE FACE BRICK
ACCENT COLOR BANDING)



BRICK COLOR #1
(EARTH TONE FACE BRICK)



TINTED WINDOWS AND ACCENT LINTEL
(ANTODIZED ALUMINUM FRAME)

ENSIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNENG.COM

CLIENT INFORMATION:
ST. JOHN PROPERTIES
1982 W Pleasant Grove Blvd.
Suite D
Pleasant Grove, UTAH 84062
C/O DANIEL THOMAS
(801) 899-7991

BELTWAY WEST
OFFICE BUILDING A - 30,850 SQ. FT.

4255 SOUTH 2700 WEST
TAYLORSVILLE, UTAH

CONCEPT 12/17/19

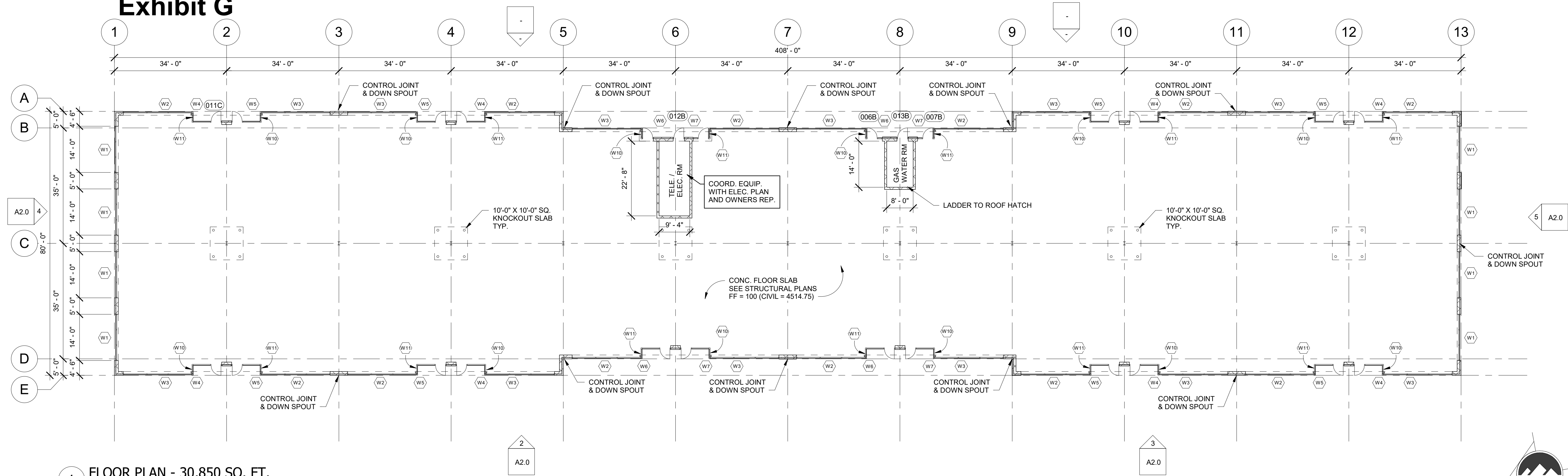
NO.	DATE	REVISION
-----	------	----------

COLOR BOARD

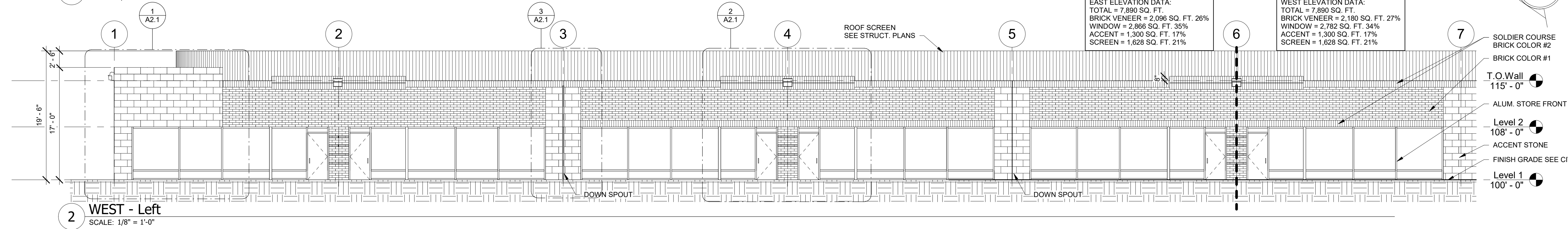
PROJECT NUMBER	6069F
DATE	5/24/19
DRAWN BY	Author
PROJECT ENGINEER	Designer
PROJECT MANAGER	Approver

A1.2

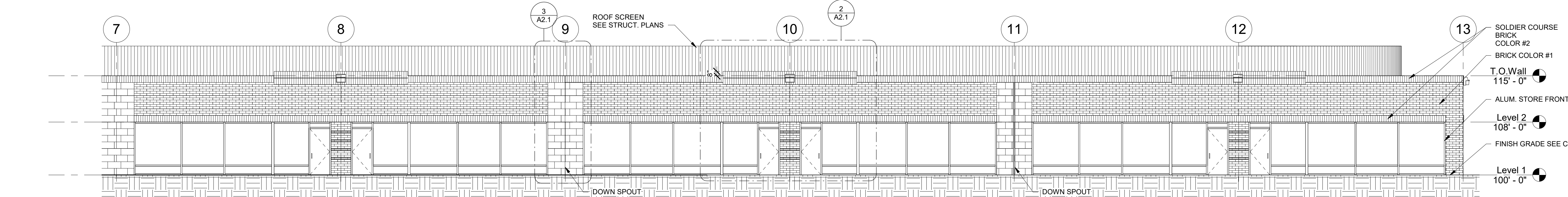
Exhibit G



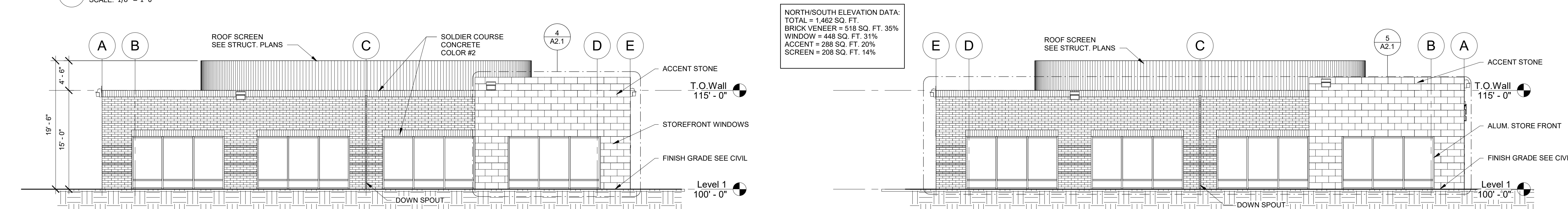
1 FLOOR PLAN - 30,850 SQ. FT.
SCALE: 1/16" = 1'-0"



2 WEST - Left
SCALE: 1/8" = 1'-0"



3 WEST - Right
SCALE: 1/8" = 1'-0"



4 NORTH
SCALE: 1/8" = 1'-0"

5 SOUTH
SCALE: 1/8" = 1'-0"

ENSIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNENG.COM

CLIENT INFORMATION:
ST. JOHN PROPERTIES
1882 W Pleasant Grove Blvd.
Suite D
Pleasant Grove, UTAH 84062
C/O DANIEL THOMAS
(801) 899-7991

BELTWAY WEST
OFFICE BUILDING B - 30,850 SQ. FT.
4255 SOUTH 2700 WEST
TAYLORSVILLE, UTAH

CONCEPT 12/17/19

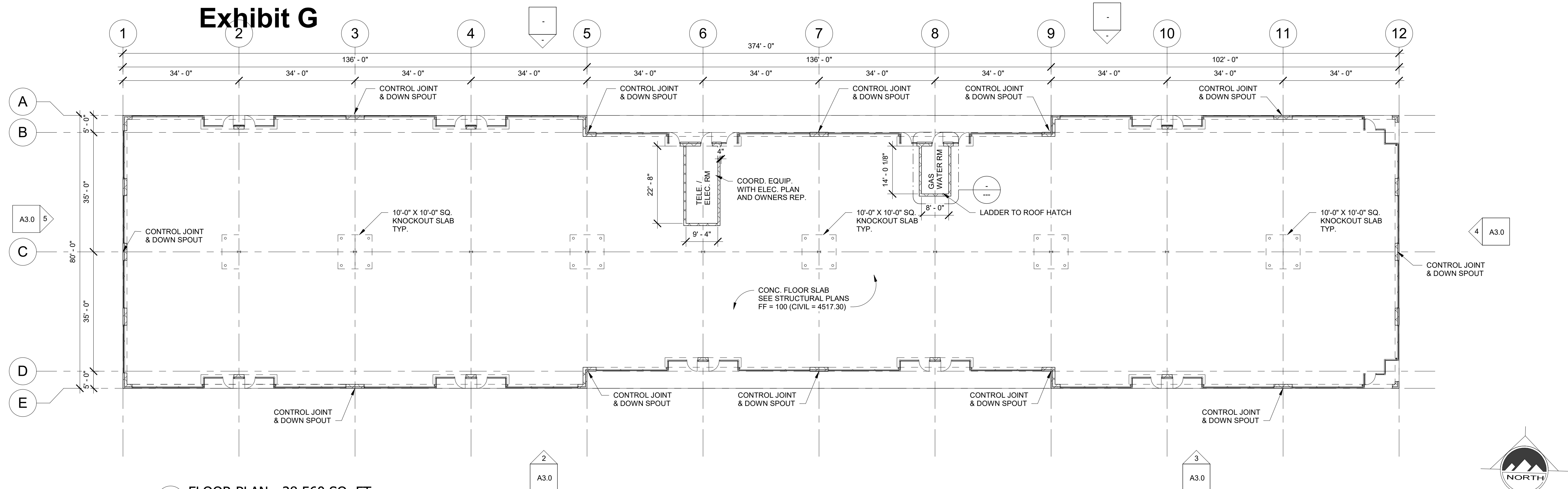
NO. DATE REVISION

FLOOR PLAN & ELEVATIONS

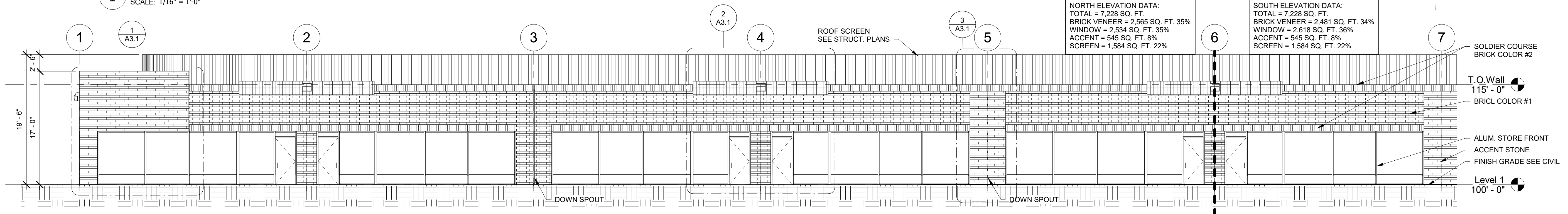
PROJECT NUMBER
6069F
DATE
5/24/19
DRAWN BY
C. Duncan
PROJECT ENGINEER
S. Warr
PROJECT MANAGER
C. Duncan

A2.0

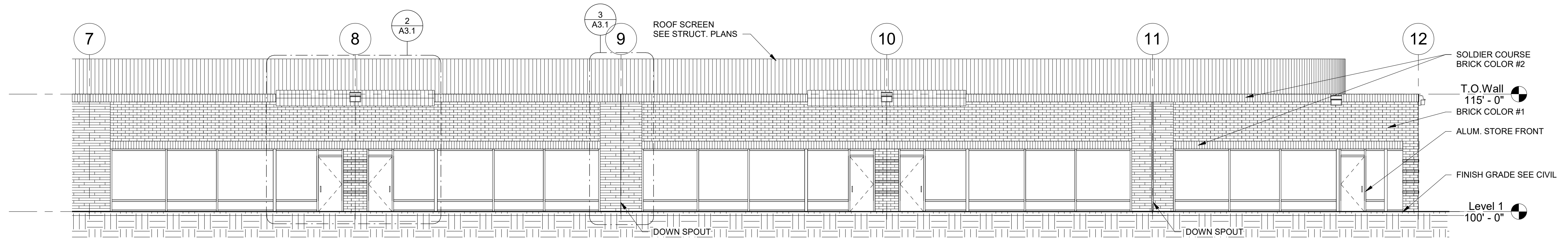
Exhibit G



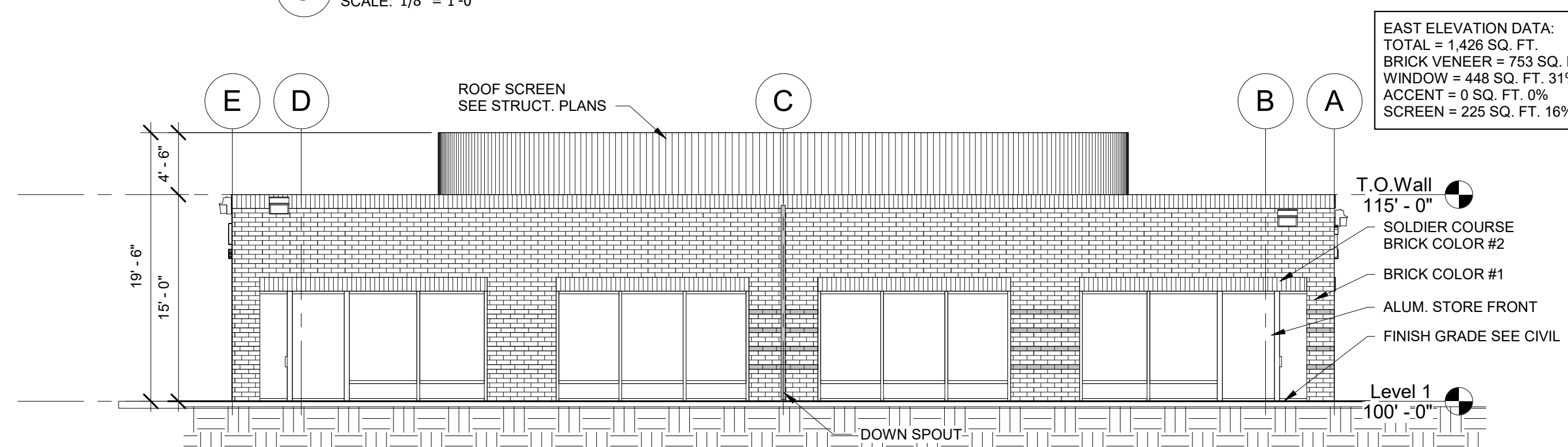
1 FLOOR PLAN - 28,560 SQ. FT.
SCALE: 1/16" = 1'-0"



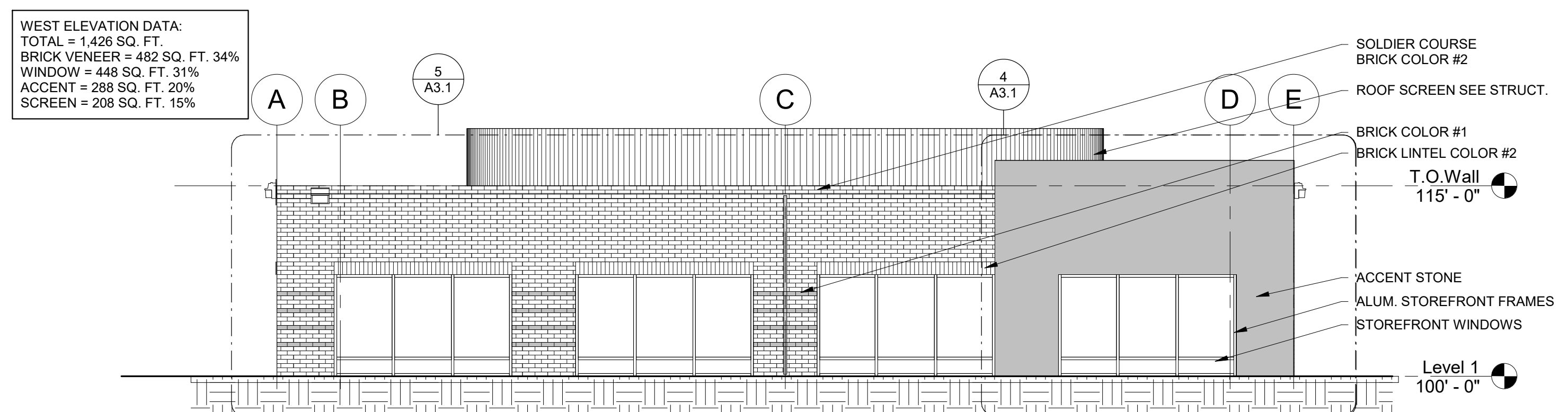
2 SOUTH (PARKING LOT LEFT)
SCALE: 1/8" = 1'-0"



3 SOUTH (PARKING LOT RIGHT)
SCALE: 1/8" = 1'-0"

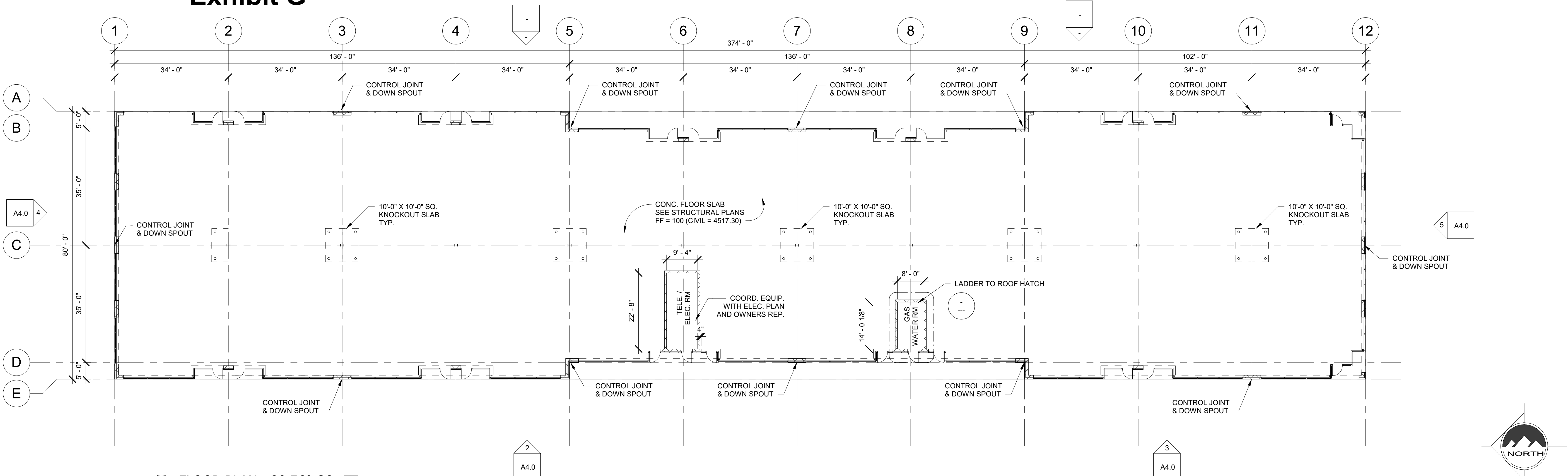


4 EAST (FREEWAY)
SCALE: 1/8" = 1'-0"

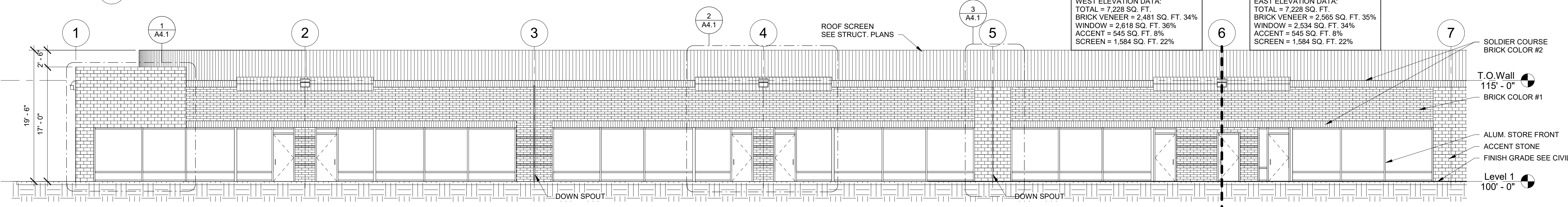


5 WEST (2700 WEST)
SCALE: 1/8" = 1'-0"

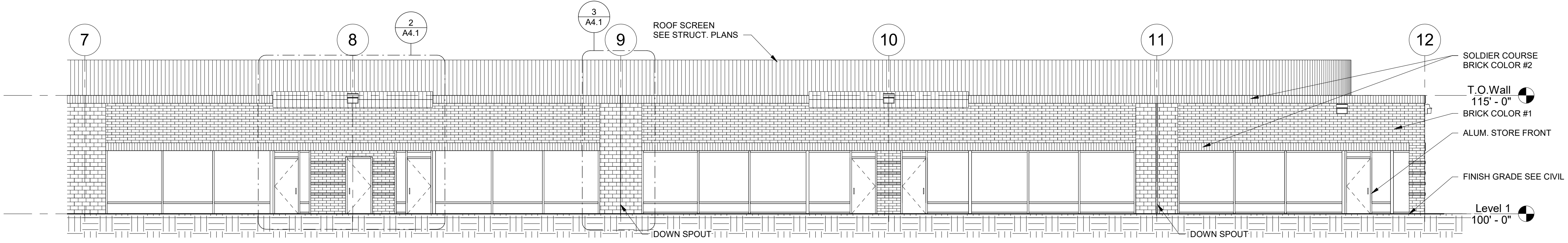
Exhibit G



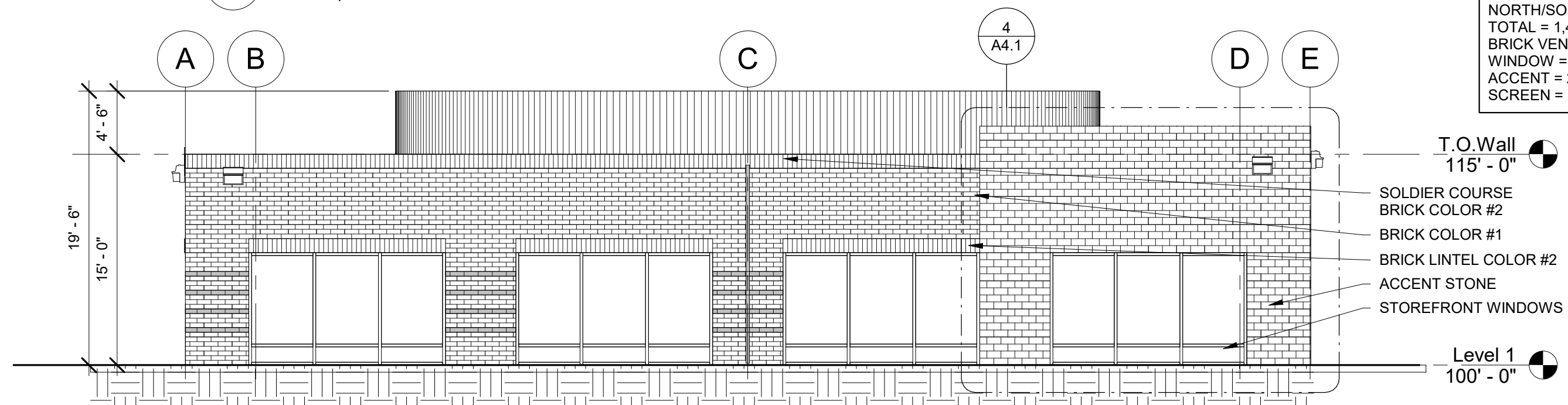
1 FLOOR PLAN - 28,560 SQ. FT.
SCALE: 1/16" = 1'-0"



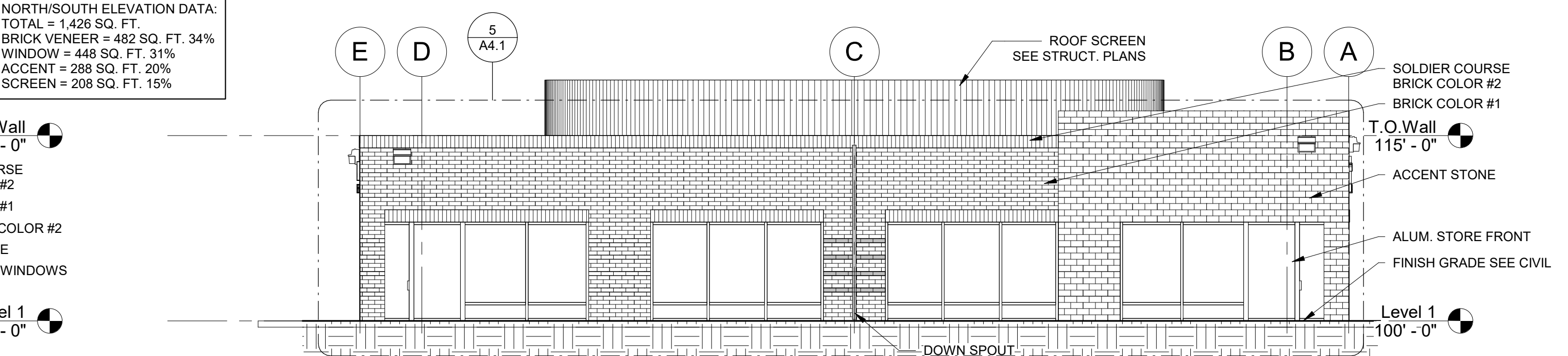
2 EAST (PARKING LOT LEFT)
SCALE: 1/8" = 1'-0"



3 EAST (PARKING LOT RIGHT)
SCALE: 1/8" = 1'-0"



4 NORTH
SCALE: 1/8" = 1'-0"



5 SOUTH
SCALE: 1/8" = 1'-0"

EN SIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
P: 801.255.0529
F: 801.255.4449

LAYTON
P: 801.547.1100

TOOELE
P: 435.843.3590

CEDAR CITY
P: 435.865.1453

RICHFIELD
P: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
CLIENT INFORMATION:
ST. JOHN PROPERTIES
1982 W. Pleasant Grove Blvd.
Suite D
Pleasant Grove, UTAH 84062
C/O DANIEL THOMAS
801-899-7991

BELTWAY WEST
OFFICE BUILDING D - 28,560 SQ. FT.
4255 SOUTH 2700 WEST
TAYLORSVILLE, UTAH

CONCEPT 12/17/19

NO.	DATE	REVISION
-----	------	----------

FLOOR PLAN & DETAILS

PROJECT NUMBER	DATE
6069F	7-30-19

DRAWN BY	CHECKED BY
C. Duncan	Checker

APPROVED BY	DESIGNED BY
C. Duncan	S. Warr

A4.0

Exhibit H

Limitation of Liability for Informational Report

IMPORTANT - READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES'S PRIOR WRITTEN CONSENT. FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

MISCELLANEOUS REPORT

First American Title Insurance Company National Commercial Services
215 South State Street, Salt Lake City, UT 84111
Phone: 801.578.8888 | Fax: 866.375.9955

Order No: NCS-948536A-MD61
Charge: \$500.00

Re: Property Owners: Beltway West Utah, LLC

EFFECTIVE DATE: 11/04/2022 at 7:30 A.M.

PLEASE DIRECT ANY INQUIRIES RELATIVE TO THE CONTENTS OF THIS REPORT TO: TITLE OFFICER: Bethany Flanders, and ESCROW OFFICER: Tori Gentle at 250 W. Pratt Street, Suite 650, Baltimore, MD 21201.

SCHEDULE A

1. The estate or interest in the land described or referred to in this report and covered herein is fee simple and title thereto is [at the effective date hereof vested in:](#)

Beltway West Utah, LLC, a Maryland limited liability company

SCHEDULE B

Exceptions

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. General property taxes for the year 2022 have been assessed in the amount of \$43,979.31, and are now due and payable, but will not become delinquent until November 30. Tax Parcel No. 21-04-251-006-0000
8. Any charge upon the Land by reason of its inclusion in Taylorsville City and Taylorsville Bennion Improvement District.
9. Access to I-215 was relinquish to the State of Utah as evidenced by that certain Warranty Deed recorded July 30, 1965 as Entry No. 2099942 in [Book 2357 at Page 637](#) and by that certain Final Order of Condemnation, under Civil Case No. 205555, and recorded in that certain instrument recorded May 25, 1972, as Entry No. 2462485, in [Book 3085, at Page 295](#) and in that certain instrument recorded September 19, 1973, as Entry No. 2570341, in [Book 3421 at Page 356](#) of Official Records.

(The following exception affects a portion of the Land)

10. A right of way and easement in favor and Kearns Improvement District, it successor and assigns by easement recorded February 03, 1970, as Entry No. 2319556, in [Book 2827, at Page 192](#) of Official Records and in that certain Judgment of Condemnation recorded May 31, 1974, as Entry No. 2625705, in [Book 3599, at Page 40](#) of Official Records.

(The following exception affects a portion of the Land)

11. An easement over, across or through the Land for communication facilities and incidental purposes, as granted to The Mountain States Telephone and Telegraph Company, a Colorado corporation, its successors, assigns by Instrument recorded November 27, 1972 as Entry No. 2501733 in [Book 3207 at Page 115](#) of Official Records.

(The following exception affects a portion of the Land)

12. An easement over, across or through the Land for sewer line and incidental purposes, as granted to Taylorsville-Bennion Improvement District, a body politic by Instrument recorded February 17, 1981 as Entry No. 3534794 in [Book 5214 at Page 104](#) of Official Records.

(The following exception affects all of the Land, together with other land not included herein)

13. Covenant, between American Express Company and The Village 2 Owners Association, Inc. recorded May 31, 1983, as Entry No. [3799336](#), in Book 5462, at Page 2886 and that certain Covenant recorded February 17, 1984, as Entry No. [3906747](#), in Book 5532, at Page 1834 of Official Records.

Agreement Terminating Covenants and Related Agreement recorded March 19, 2014 as Entry No. [11820799](#) in Book 10218 at Page 2200 of Official Records.

Amendment to Agreement Terminating Covenants and Related Agreement recorded September 02, 2014 as Entry No. [11906709](#) in Book 10257 at Page 3290 of Official Records.

Second Amendment to Agreement Terminating Covenants and Related Agreement recorded February 10, 2020 as Entry No. [13190533](#) in Book 10894 at Page 7482 of Official Records.

14. Easements, notes and restrictions as shown on American Express subdivision plat recorded February 22, 2005 as Entry No. [9304742](#) in [Book 2005P of Plats at Page 43](#).

(The following exception affects all of the Land, together with other land not included herein)

15. Terms, conditions and provisions contained within Agreement to Extinguish Easement and to Create New Easement recorded March 17, 2015 as Entry No. 12012446 in [Book 10305 at Page 8142](#) of Official Records.

Notice of Completion of Replacement, recorded April 4, 2019 as Entry No. [12962128](#) in Book 10766 at Page 8538 of Official Records.

16. Deed of Trust, Assignment, Fixture Filing and Security Agreement dated May 08, 2019 by and between Beltway West Utah, LLC, a Maryland limited liability company as Trustor in favor of First American Title Insurance Company, a Nebraska corporation its successors and assigns as Trustee and Manufacturers and Traders Trust Company, a New York banking company as Beneficiary, to secure an original indebtedness of \$3,400,000.00 and any other amounts or obligations secured thereby, recorded May 08, 2019 as Entry No. [12984438](#) in Book 10778 at Page 6882 of Official Records.

17. A UCC Financing Statement executed by Beltway West Utah, LLC, as Debtor, in favor of Manufacturers and Traders Trust Company, as Secured Party recorded May 08, 2019 as Entry No. [12984439](#) in Book 10778 at Page 6924 of Official Records.

18. Deed of Trust, Assignment, Fixture Filing and Security Agreement dated December 17, 2021 by and between Beltway West Utah, LLC, a Maryland limited liability company as Trustor in favor of First American Title Insurance Company, a Nebraska corporation as Trustee and Manufacturers and Traders Trust Company, a New York banking corporation, its successors and assigns as Beneficiary, to secure an original indebtedness of \$7,770,000.00 and any other amounts or obligations secured thereby, recorded December 20, 2021 as Entry No. [13850562](#) in Book 11284 at Page 3276 of Official Records.

19. A UCC Financing Statement executed by Beltway West Utah, LLC - UT ID No.:117271570-0161, as Debtor, in favor of Manufacturers and Traders Trust Company, as Secured Party recorded December 20, 2021 as Entry No. [13850563](#) in Book 11284 at Page 3311 of Official Records.

20. Deed of Trust, Assignment, Fixture Filing and Security Agreement dated May 20, 2022 by and between Beltway West Utah, LLC, a Maryland limited liability company as Trustor in favor of First American Title Insurance Company, a Nebraska corporation as Trustee and Manufacturers and Traders Trust Company, a New York banking corporation, its successors and assigns as Beneficiary, to secure an original indebtedness of \$10,300,000.00 and any other amounts or obligations secured thereby, recorded May 20, 2022 as Entry No. [13955861](#) in Book 11340 at Page 9498 of Official Records.
21. An Assignment of Rents and Leases recorded May 20, 2022 as Entry No. [13955862](#) in Book 11340 at Page 9534 of Official Records, wherein Beltway West Utah, LLC, a Maryland limited liability company assigns all rents, leases, income and profits accruing from the land to Manufacturers and Traders Trust Company, a New York banking corporation, its successors and assigns.
22. A UCC Financing Statement executed by Beltway West Utah, LLC - UT ID No.:117271570-0161, as Debtor, in favor of Manufacturers and Traders Trust Company, as Secured Party recorded May 20, 2022 as Entry No. [13955863](#) in Book 11340 at Page 9540 of Official Records.

(The following exception affects Portion of the Property)

23. An easement over, across or through the Land for gas transmission and distribution facilities and incidental purposes, as granted to Questar Gas Company dba Dominion Energy Utah, a corporation of the State of Utah by Instrument recorded June 27, 2022 as Entry No. [13975793](#) in Book 11351 at Page 5522 of Official Records.
24. Mechanics' and/or Materialmen's Lien claims if either work is started, any material delivered or service rendered, prior to the recordation of the Security Instrument to be insured.

LOSS OF PRIORITY under this provision may jeopardize the Company's ability to insure under an ALTA Lenders Policy.

The [State Construction Registry](#) discloses the following Preliminary Notice(s): See Attached list

25. Easements and rights of way associated with a canal running over and across or adjacent to the subject property.
26. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
27. Water rights, claims or title to water, whether or not shown by the Public Records.

The name(s) Beltway West Utah, LLC , has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

The name(s) Beltway West Utah, LLC has/had been checked for Statements of Authority recorded in Official Records and if any were found are disclosed below.

NONE

SCHEDULE C

Description

The land referred to in this report is situated in the County of Salt Lake, State of UT, and is described as follows:

LOT 2, AMERICAN EXPRESS SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED FEBRUARY 22, 2005 AS ENTRY NO. [9304742](#) IN [BOOK 2005P OF PLATS AT PAGE 43](#), ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Said property is also known by the street address of:
4271 South 2700 West, Taylorsville, UT 84129



First American Title Insurance Company
National Commercial Services
250 W. Pratt Street, Suite 650
Baltimore, MD 21201

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

Exhibit I

WHEN RECORDED, RETURN TO:

Beltway West Utah, LLC
c/o St. John Properties Utah, LLC
1064 S. North County Blvd., Suite 190
Pleasant Grove, Utah 84062
Attn: Daniel Thomas

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND GRANT OF EASEMENTS FOR BELTWAY WEST

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND GRANT OF EASEMENTS FOR BELTWAY WEST (the "Declaration") is made and entered into as of the ____ day of _____, 20____, by BELTWAY WEST UTAH, LLC, a Maryland limited liability company (the "Declarant").

RECITALS:

- A. Declarant is the owner of approximately 19.44 acres of land located in Salt Lake County, State of Utah, described on the attached Exhibit A (the "Property"), which is incorporated herein by this reference.
- B. Declarant is the sole owner of the Property.
- C. Declarant hereby subjects all of the Property to this Declaration.
- D. Declarant intends to develop the Property as a planned commercial retail, hospitality, and office center to be known as "Beltway West," and desires to impose upon the Property certain covenants, conditions, easements, restrictions, charges, agreements, reservations, and other encumbrances. Such covenants, conditions, easements, restrictions, charges, agreements, reservations, and other encumbrances shall run with the land and be binding on the Property and benefit the Property and Declarant and Manager as set forth herein. Declarant desires and intends that the Owners and any other Person hereafter acquiring any interest in the Property shall at all times enjoy the benefits of and hold their interests subject to the terms contained in this Declaration.
- E. Declarant intends the Property to include certain Common Areas and Facilities. Declarant intends such Common Areas and Facilities to be maintained, repaired and replaced, as necessary by Manager.
- F. In order to facilitate the orderly development and use of the Property, Declarant desires to record this Declaration for the benefit of the Property, Declarant, Manager and eventual Owners and Occupants of the Property.

NOW, THEREFORE, in consideration of the above recitals (which are incorporated by reference into this Declaration), Declarant hereby covenants, agrees, and declares that the Property and every part thereof shall be held, transferred, sold, hypothecated, encumbered, conveyed, leased, subleased and

occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to the covenants, conditions, easements, restrictions, charges, agreements, reservations, and other encumbrances set forth below.

DECLARATION:

1. Definitions. As used in this Declaration, each of the following terms shall have the indicated meanings:

1.1 “Access Areas” means all areas within each Lot or which are appurtenant rights to each Lot intended to be used at any time and from time-to-time as traffic lanes, driveways, sidewalks, walkways or similar areas for ingress and egress of vehicles and pedestrians, which areas may change for a particular Lot when that Lot is developed or redeveloped. Access Areas do not include any portion of a Lot on which a Building is located at any time or from time-to-time, unless such Building is a parking structure expressly designated as an Access Area.

1.2 “Approved Plans” shall mean the grading, drainage, and utility plans for a Lot, and the plans for construction of all other Improvements for a Lot, including plans for (i) any Building and Access Areas and Landscaping Improvements, and (ii) any additions, remodeling, reconstruction or other alteration of existing Improvements, all as approved in writing by Declarant.

1.3 “Assessments” means all General Assessments, Limited Assessments, Special Assessments and any other fees and charges, including all installments thereof, as may be levied in accordance with Section 8 of this Declaration.

1.4 “Budget” has the meaning set forth in Section 7.1.

1.5 “Budget Objection Notice” has the meaning set forth in Section 7.2.

1.6 “Building” means any permanently enclosed structure placed, constructed or located on a Lot, which for the purpose of this Declaration shall include any building appurtenances such as stairs leading to or from a door, canopies, supports, loading docks, truck ramps, and other outward extensions of such structure.

1.7 “Building Area” means all of those areas on each Lot on which a Building may be erected, in compliance with the applicable Governmental Requirements. Except as otherwise specifically set forth in this Declaration, one or more Buildings may be located within a Building Area.

1.8 “Buildable Square Footage” means the aggregate square footage of the Building(s) located on a Lot, unless no Building has been constructed, in which case Buildable Square Footage means the aggregate square footage of all Buildings that may be constructed on the Lot, as shown on the Site Plan approved by the City of Taylorsville, or if not yet approved, then as may be approved by the City of Taylorsville.

1.9 “Beltway West” means all that real property now or hereafter made subject to this Declaration. Beltway West is intended to ultimately consist of primarily commercial and office uses, with limited retail and Restaurant uses.

1.10 “Common Areas and Facilities” means all real property owned, leased or maintained by the Declarant and/or Manager, to include but not be limited to the Common Roads, with

related directional or stop signs and lighting facilities; Sign Easement Areas that will include Signs and may include landscaping and lighting facilities; Common Drainage System; Utility Lines; the Greenscape Area, that may also include lighting facilities; and any other property which the Declarant and/or Manager elects to maintain or is obligated to maintain by any governmental authority or agency, including but not limited to public right of way and drainage facilities.

1.11 “Common Drainage System” has the meaning set forth in Section 3.9.

1.12 “Common Expenses” means the cost of repairing, replacing, cleaning and maintaining the Common Areas and Facilities, as further described in Section 5.

1.13 “Common Roads” means those Access Areas that are roadways for vehicular traffic, and may include adjacent sidewalks, walkways or similar areas for the ingress and egress of pedestrians and adjacent landscaped areas as depicted on the Site Plan. Common Roads shall not include any publicly-dedicated roadways that may be included in the Property.

1.14 “Communications Equipment” has the meaning set forth in Section 6.3.

1.15 “Constant Dollars” means the value of the U.S. dollar to which such phrase refers, as adjusted from time-to-time. An adjustment shall occur on the 1st day of January of the sixth (6th) full calendar year following the date of this Declaration, and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The “Base Index Number” shall be the level of the Index for the calendar month during which this Declaration is recorded in the Official Records; the “Current Index Number” shall be the level of the Index for the calendar month of the year preceding the adjustment year; the “Index” shall be the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor for U.S. City Average, All Items (1996=100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then Manager shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

1.16 “Declarant” means Beltway West Utah, LLC, a Maryland limited liability company, and to the extent provided in Section 13 hereof, its successors and assigns. References in this Declaration to the Declarant shall mean the Declarant so long as it is the Owner of any part of the Property, and thereafter shall mean Declarant’s Successor.

1.17 “Declarant’s Reserved Powers” has the meaning set forth in Section 13.

1.18 “Declarant’s Successor” means, in the following order of preference, once the Declarant is no longer the Owner of any part of the Property, the partnership, corporation, limited liability company, or other entity which is the Owner of any Lot within the Property and which is owned (whether directly as its member, partner, shareholder or beneficiary, or indirectly through intermediate tiers of ownership entities) by Edward St. John, LLC, a Delaware limited liability company (the “Initial Successor”). In the event there shall be more than one Owner entity that qualifies as an Initial Successor, the Initial Successor shall be deemed to be the Owner entity which has the highest percentage of ownership interest or shares owned by Edward St. John, LLC (directly or indirectly), but if each Owner entity is equally owned by Edward St. John, LLC (directly or indirectly), then the qualifying Owner entity

that owns the most aggregate area (square footage) within the Property, shall be deemed the Initial Successor. If an Initial Successor does not exist or the Initial Successor transfers its portion of the Property without first assigning its Declarant's Reserved Powers as defined in Section 13 of this Declaration, then Declarant's Successor shall mean any Person which acquires from the Declarant or from the Initial Successor, all of the land within the Property which the Declarant or the Initial Successor owned immediately preceding such acquisition. If none of the foregoing apply or no longer exist, then the Declarant's Successor shall be a managing agent selected by the Owners of Lots containing in the aggregate at least fifty-one percent (51%) of the aggregate acreage, measured in square feet, within the Property.

1.19 "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Grant of Easements for Beltway West, as amended from time-to-time, including by a Supplemental Declaration.

1.20 "Default Interest" has the meaning set forth in Section 9.2.

1.21 "Drainage Easement" has the meaning set forth in Section 3.9.

1.22 "Easement Rules" has the meaning set forth in Section 3.11.

1.23 "Effective Date" means the date this Declaration is recorded in the Official Records.

1.24 "Environmental Laws" has the meaning set forth in Section 6.4.

1.25 "Extension Period" has the meaning set forth in Section 14.2.

1.26 "General Assessments" means assessments levied against all Lots to fund the Common Expenses as defined in Section 8.2.

1.27 "Greenscape Areas" has the meaning set forth in Section 5.1.3.

1.28 "Greenscape Area Improvements" has the meaning set forth in Section 5.1.3.

1.29 "Governmental Authorities" means any federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any departmental agency thereof) exercising jurisdiction over a particular subject matter.

1.30 "Governmental Requirements" means all applicable laws, statutes, ordinances, codes, rules, regulations, orders, and applicable judicial decisions or decrees, as presently existing and hereafter amended, of any Governmental Authorities.

1.31 "Hazardous Materials" has the meaning set forth in Section 6.4.

1.32 "Improvements" means any and all existing or future improvements constructed on a Lot by its Owner, including, but not limited to Buildings, Utility Lines, landscaped areas, grading, paved areas, lighting and signs.

1.33 "Landscaping Improvements" has the meaning set forth in Section 6.10.

1.34 “Limited Assessments” means assessments for those portions of the Common Expenses, if any, as may be levied against one or more, but not all of the Lots for benefits or services that primarily benefit or appertain to those particular Lots.

1.35 “Lot” means a legal lot within the Property on which a Building is to be constructed. Lot includes without limitation any legal lot as shown on the Beltway West Subdivision Plat (the “Plat”) which will be recorded in the Official Records, and as amended from time to time.

1.36 “Manager” means the qualified, reputable and experienced Person designated by Declarant from time-to-time to maintain and operate the Common Areas and Facilities and otherwise perform the obligations of Manager set forth in this Declaration. The Person designated as Manager shall serve in such capacity until it resigns upon at least sixty (60) days prior written notice, or is removed by Declarant.

1.37 “Mortgage” means a mortgage, deed of trust, security deed or other security instrument recorded in the Official Records.

1.38 “Mortgagee” means the mortgagee or beneficiary or grantee, as applicable, under a Mortgage, recorded in the Official Records.

1.39 “Occupant” means any Person from time-to-time entitled to the use and occupancy of any portion of a Building in the Property under an ownership right or under any lease, sublease, concession, or similar agreement, but only during the term of any such agreement.

1.40 “Official Records” means the official records of the Salt Lake County, Utah Recorder.

1.41 “Owner” means the person that at the time concerned is the legal owner of record (in the Official Records) of a whole or undivided fee interest in any portion of any Lot. If a Lot is owned by more than one Owner, the Owner or Owners holding at least fifty-one percent (51%) of the ownership interest in such Lot shall designate in writing one (1) Person to represent all of such Owners and such designated Person shall be deemed the Person authorized to act on behalf of such Owners for purposes of this Declaration. Notwithstanding any applicable theory relating to a Mortgage, the term “Owner” shall not mean a Mortgagee unless and until the Mortgagee has acquired title to the applicable Lot pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure. If so provided in its lease agreement with an Owner (and if with an Owner other than Declarant, with the written consent of Declarant), a lessee may also be considered an “Owner” solely for purposes of this Declaration, notwithstanding any contrary language in this Declaration.

1.42 “Permitted Uses” has the meaning set forth in Section 6.1.

1.43 “Permittee” means all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of Occupants insofar as their activities relate to the intended development, use and occupancy of the Property. Persons engaged in civic, public, charitable or political activities within the Property, including but not limited to the activities set forth below, shall not be considered Permittees.

1.44 “Person” means any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or governmental entity.

1.45 “Primary Period” has the meaning set forth in Section 14.2.

1.46 “Prohibited Uses” has the meaning set forth in Section 6.2.

1.47 “Property” has the meaning set forth in Recital A above and any additional real property that may from time-to-time be annexed to the Property and made subject to this Declaration by supplemental declaration and/or supplemental plat or map together with all improvements now or hereafter located thereon, together with all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto. If any property is subsequently withdrawn from the Property pursuant to the provisions of this Declaration, the term “Property” shall thereafter not include said withdrawn property.

1.48 “Proportionate Share” has the meaning set forth in Section 8.3.

1.49 “Restaurant” means any operation or business which requires a governmental permit, license and/or authorization to prepare and/or serve food for either on or off-site consumption.

1.50 “Retail” shall mean the sale of goods to the public in relatively small quantities for use or consumption rather than for resale.

1.51 “Service Charge” has the meaning set forth in Section 8.2.

1.52 “Signs” had the meaning set forth in Section 3.6.

1.53 “Sign Easement Areas” means those portions of the Property to be determined by Declarant on which the Signs are to be erected, which areas need not be contiguous, subject to a possible future relocation of the Sign Easement Areas pursuant to Section 3.6.

1.54 “Site Plan” means the conceptual site plan of the Property attached as Exhibit B to this Declaration, which Site Plan may be modified from time-to-time by Declarant.

1.55 “Special Assessment” has the meaning set forth in Section 8.2.

1.56 “Storm Drainage Area” has the meaning set forth in Section 3.9.

1.57 “Structure” means (i) any thing or device the placement of which upon any Lot might affect the physical appearance thereof, including, by way of illustration and not limitation, Buildings, sheds, covered patios, driveways (including public road access), fountains, parking areas, paving, curbing and curb cuts for public road access, fences or walls, exterior lighting devices, or any sign or signboard, and (ii) any excavation or fill, the volume of which exceeds ten (10) cubic yards, or any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Lot.

1.58 “Temporary Construction Easement” has the meaning set forth in Section 3.5.

1.59 “Third Parties” has the meaning set forth in Section 6.3.

1.60 “Supplemental Declaration” means an amendment to this Declaration that annexes real property to the Property, subject such real property to this Declaration, and sets forth such amendments to the Declaration and such additional covenants, conditions, easements, restrictions,

charges, agreements and other encumbrances as may be applicable to the annexed property, executed by Declarant and recorded in the Official Records, and any recorded amendments thereto.

1.61 “Utility Lines” mean those facilities and systems for transmissions of utility services, including, but not limited to, storm water drainage and storage systems or structures or both; fire protection, irrigation and domestic water mains and manholes; lift stations; generators; sewer lines and systems; fire and landscape water sprinkler systems (including without limitation, fire risers); telephone lines and manholes, electrical conduits or systems, gas mains and other public or private utilities providing service to any Lot and its Occupants.

1.62 Other Defined Terms. Any other term to which meaning is specifically given by any provision of this Declaration shall for purposes of this Declaration be deemed to have such meaning.

2. Property Subject to the Declaration.

2.1 General Declaration Establishing Beltway West. The Declarant hereby declares that (i) all of the Property is and shall be held, transferred, hypothecated, encumbered, conveyed, leased, subleased and occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to this Declaration, and (ii) the provisions of this Declaration are declared and agreed to be in furtherance of a general plan for the orderly subdivision, improvement, maintenance and sale of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property and every part thereof. Each of the easements and rights granted or created in this Declaration (except those granted to Declarant or Manager or Third Party) are appurtenances to the affected Lots, and none of such easements and rights (except those granted to Declarant or Manager or Third Party) may be transferred, assigned or encumbered except as an appurtenance to such Lots. For the purposes of such easements and rights, the Lots benefitted shall constitute the dominant estate, and the portions of the Lots burdened by such easements and rights shall constitute the servient estate. Each right-of-way, easement, covenant and restriction created by this Declaration (whether affirmative or negative in nature) shall create an equitable servitude on the burdened portions of the Lots in favor of the benefits Lots (but no other real property) or Declarant or Manager or Third Party. This Declaration shall constitute a covenant running with the land, and shall be binding on each Owner and their respective successor and assigns and shall benefit each Owner, Declarant, Manager and Third Party and their respective successors and assigns as set forth herein. This Declaration shall be binding on each Lot. Any lease agreement between an Owner and an Occupant respecting a Lot shall be subject in all respects to the provision of this Declaration and any failure by the Occupant to comply with the terms hereof shall be a default under such lease. An Owner shall be responsible and liable for any damage to the Property caused by its Occupants and the Permittees and invitees of such Owner and its Occupants. Each Owner of a Lot, by acceptance of a deed (or ground lease as provided in the definition of “Owner” above) conveying title thereto shall accept said deed (or ground lease as provided in the definition of “Owner” above) subject to all of the provisions of this Declaration and shall be deemed to agree with each Owner of any other Lot that, for so long as it shall retain an ownership interest (or ground lease interest as provided in the definition of “Owner” above) in said Lot, it shall perform, observe and comply with all provisions of this Declaration.

2.2 Annexation. Any real property contiguous to or in the immediate vicinity of the real property described on Exhibit A attached hereto may be annexed within the Property by the Declarant so long as the Declarant or an Affiliate of Declarant is the Owner of any portion of the Property, thereby subjecting such property to this Declaration, without the consent of any Owner, Mortgagee, Occupant or other Person. An “Affiliate” of the Declarant shall include any entity which controls, is controlled by, or is under common control with Declarant. The scheme of this Declaration shall not, however, be extended to include any such real property unless and until the same is expressly subjected to this Declaration by

the recordation of a Supplemental Declaration as herein provided. Any Supplemental Declaration recorded pursuant to the provisions of this Section 2.2 may contain such complimentary or supplemental additions and modifications to the covenants, conditions, easements, restrictions, charges, agreements and other encumbrances set forth in this Declaration as may be considered necessary or desirable by the maker of the Supplemental Declaration to reflect the different character, use or nature of the annexed property, provided that such complimentary or supplemental additions and modifications do not adversely affect the Lots or any use thereof in a material manner. Nothing in this Declaration shall be construed to require the Declarant to annex or develop any additional property.

2.3 Deannexation. So long as the Declarant or an Affiliate of the Declarant is the Owner of any portion of the Property, the Declarant may unilaterally amend this Declaration in order to withdraw (deannex) any portion of the Property owned by the Declarant from the force and effect of this Declaration; provided that any such deannexation shall not affect any plans, specifications or use previously approved by the Declarant, or any Structure at any time constructed pursuant to such approvals, or any easements benefitting any such Structure. Upon recordation of an amendment to withdraw any portion of the Property, such deannexed property shall no longer be subject to the provisions of this Declaration except for (i) any easements, rights, reservations, exemptions, powers or privileges reserved to the Declarant pursuant to this Declaration which affect the deannexed property, (ii) any easements for Common Areas and Facilities located on the deannexed property which serve or benefit the Property and improvements thereon which remain subject to this Declaration, (iii) any other easements, rights, reservations, exemptions, powers or privileges which are expressly reserved to the Declarant in the instrument effectuating such deannexation, and (iv) any unsatisfied obligations under this Declaration relating to the deannexed property which accrued prior to the deannexation. Such deannexation shall be made by recording a written instrument among the Official Records withdrawing the effect of the covenants, conditions, easements, restrictions, charges, agreements and other encumbrances of this Declaration from the deannexed property. Such deannexed property may be used by the Declarant, or any successor, assign or transferee, for any lawful purpose or use.

2.4 Dedication of Public Roads and Improvements. So long as the Declarant or an Affiliate of the Declarant is the Owner of any portion of the Property, the Declarant may unilaterally dedicate public roads or construct or dedicate other improvements upon the Property as required by the City of Taylorsville or as deemed necessary or advisable by the Declarant in its sole discretion in order to complete the development of the Property, provided that such dedication or improvements do not adversely affect in a material manner any plans, specifications, or use previously approved by Declarant.

3. Easements.

3.1 Development Easements. There is hereby reserved unto the Declarant and to such other parties as the Declarant may specifically, and in writing, assign such rights, for the benefit of the Declarant, non-exclusive blanket easements upon, across and under the Property for (i) vehicular and pedestrian ingress and egress, (ii) curb cuts, slope, or grading easements, (iii) the placement (including relocation) of signs relating to the Property and the uses thereof and signs used for sales and marketing purposes, (iv) the right to erect entry features, promotional and sales displays and other similar items within the Property, (v) landscaping of the Property; (vi) the right to maintain, repair and replace the foregoing items and easements, and (vii) the installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, storm water detention and/or sediment control, gas, cable television, telephones and electricity, and further including the right to connect to and use any such utilities which may exist or be located upon the Property from time-to-time, provided that the location of any such easements does not unreasonably and materially interfere with the use, operation and enjoyment of any existing or approved Structures on any Lots. By virtue of this easement, it shall be

expressly permissible to install and maintain the necessary conduits, pipes, lines and other equipment within the Property, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, on, above, or below any portion of the Property, including any improvements constructed thereon, and to have construction vehicles, equipment and the like exercise the aforesaid right of ingress and egress within the Property. There is further reserved unto the Declarant the right to grant specific easements in its sole discretion, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property in furtherance of the blanket easements created by this Section 3.1.

3.2 Common Road Easements. Declarant does hereby grant and establish in favor of the Owners (and their Occupants and Permittees) and for the benefit of the Property, a perpetual and non-exclusive easement for ingress and egress by vehicular and pedestrian traffic into, out of, on, over and across the Common Roads. Once constructed, the Common Roads shall be operated, maintained and repaired by Manager in conformance with the terms of this Declaration, and Declarant does hereby grant and establish in favor of Manager an easement for such purpose. The Common Roads may also be used to accommodate directional signs for those Lots located or to be located adjacent thereto, to the extent permitted by applicable Governmental Requirements, subject to approval by Declarant or Manager of the size, appearance, and location of such directional signs in its sole discretion, and Declarant does hereby grant and establish in favor of the Owners of Lots located or to be located adjacent thereto or benefited thereby a perpetual non-exclusive easement for such purpose. Each such Owner shall be solely responsible for the initial cost and maintenance (including cleaning and replacement, as needed) of its own directional sign.

3.3 Cross-Access Easements. Declarant does hereby grant and establish in favor of the Owners (and their Occupants and Permittees) of contiguous Lots and for the benefit of the Property, a perpetual and non-exclusive cross-access easement for ingress and egress into, out of, on, over and across the parking areas and access aisles designated by the Owners from time-to-time on such Lots. The Owners and Occupants of each Lot shall use reasonable efforts to ensure their respective employees, contractors, agents and representatives park on the parking areas of said Owner's Lot. Declarant shall have the right, at its sole option, to limit access to certain areas of the Property to benefit Owners with particular needs for security or privacy.

3.4 Utility Lines and Facilities Easements.

3.4.1 Easements. Declarant does hereby grant and establish in favor of each of the Owners, a non-exclusive perpetual easement under, through and across the Access Areas of each Lot for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, removal and replacement of Utility Lines, subject to the written approval of the Declarant and Owner of the burdened Lot as to the location of such Utility Lines, such approval not to be unreasonably withheld, conditioned or delayed. The grant of easement contained in this Section 3.4.1 shall only be operative to the extent the necessary utility services are not available from an adjacent public right-of-way.

3.4.2 Relocation. At any time and from time-to-time the Owner of a Lot shall have the right to relocate or add to any Utility Lines installed pursuant to the above grant of easement which is then located on such Owner's Lot, provided that any such relocation (i) shall be performed only after sixty (60) days' notice of the Owner's intention to undertake the relocation shall have been given to the Owner of each Lot served by the utilities, (ii) shall not unreasonably interfere with or diminish utility service to the businesses served by the utilities, (iii) shall not reduce or unreasonably impair the usefulness or function of the utilities, (iv) shall be performed without cost or expense to the Owner or Occupant of any other Lot, (v) shall provide for the original and relocated area to be restored to the original specifications, (vi) shall be subject to the approval of Declarant, and (vii) shall not unreasonably

interfere with the pedestrian and vehicular access or the Access Areas. Further, if the Utility Lines on the other Lot are accessed or the surface of the other Lot is disturbed in such relocation, the original area shall be restored to its original specifications. The Owner performing such relocation shall provide as-built plans for all such relocated Utility Lines to the Owners of all Lots served by such utilities within thirty (30) days after the date of completion of such relocation. Each Owner agrees to grant such additional easements as are reasonably required by any public or private utility for the purpose of providing the utilities described herein provided such easements are not otherwise inconsistent with the provisions of this Declaration and to the extent possible, such additional easements shall be located along the perimeters of such Owner's Lot.

3.5 Temporary Construction Easement. The Owners shall have the right to grant non-exclusive temporary construction easements as between the Owners for construction of the Improvements (the "Temporary Construction Easement"). In that regard, each Owner agrees to cooperate in a commercially reasonable manner with each other Owner to grant as necessary those non-exclusive Temporary Construction Easements which may be required from time-to-time as between the Owners, Governmental Authorities and others in connection with completion of the Improvements; provided, however, that any and all such easements shall be located so as to minimize the quantity of the most valuable land to the extent possible being encumbered by such temporary easement(s), all such easements shall be as proximate and contiguous to roadways as reasonably possible, shall extend only from the perimeter of a Lot, and shall not encumber any land unnecessarily. Notwithstanding any provision herein to the contrary, in no event shall access to any construction site be obstructed except for temporary interruptions not to exceed twenty-four (24) hours, provided the affected Owner is given not less than five (5) business days prior written notice thereof.

3.6 Sign Area Easement. Declarant does hereby reserve unto itself a perpetual, non-exclusive, blanket easement over the Property for the erection, operation, and maintenance of one or more monument signs or pylon signs to be located in each Sign Easement Area as determined by Declarant (the "Signs") and for the installation of related landscaping and lighting (if any) that Declarant elects to have installed with the Signs in the Sign Easement Areas. Declarant shall erect the Signs (and the initial installation of landscaping and lighting or the making of other improvements to the surrounding portions of the Sign Easement Areas) in conformance with the terms of this Declaration as and when dictated by the pace of development of the Property, in its sole discretion. Once completed, the Signs and the other improvements to the Sign Easement Areas shall be maintained by Manager in conformance with the terms of this Declaration and Declarant does hereby grant and establish in favor of Manager an easement for such purpose. The Signs shall only be used for the placement of the names (and identifying logos) of the actual Occupants of the Property and to identify the Property as determined by Declarant or Manager in their sole discretion. All panels to be located on such Signs which identify specific Occupants shall be supplied at the sole cost and expense of the Occupants using such Signs, with the cost of the Sign itself, and all repair and maintenance to be allocated among such Occupants as a Limited Assessment. The costs of Signs which identify the Property, without identifying specific Occupants, shall be shared equitably among all Owners as a General or Special Assessment, as determined in the sole discretion of the Manager. Tenants shall, however, have no right to be listed on any sign. The grant of easement set forth above in this Section 3.6 also includes a perpetual easement (not exceeding twenty feet (20') in width) as reasonably necessary for access to the Sign Easement Areas along cross-access easements described in Section 3.3 above and along the boundaries of the Lot(s) on which the Sign Easement Areas are located; provided, however, that this access easement may be relocated, as needed, at any time the Sign Easement Areas are relocated by Manager. Manager shall have the right at any time and from time-to-time to relocate the Sign Easement Areas if Manager determines that such relocation is in the best interest of the Property and the affected Owners (i.e., those sharing space or intending to share space on the Signs).

3.7 Greenscape Area Easement. Declarant does hereby grant and establish in favor of Manager and for the benefit of the Property, a perpetual easement for the installation and maintenance of the Greenscape Area Improvements in the Greenscape Areas.

3.8 Easement for Encroachments. Declarant does hereby grant and establish in favor of each Owner a non-exclusive easement for Landscaping Improvements encroaching upon an adjacent Lot and/or portion thereof so long as such encroachment is minor and non-material and does not adversely affect the use and enjoyment of the adjacent Lot. Such easement shall in no event exceed three (3) feet. This encroachment easement expressly does not apply to any Building encroachments.

3.9 Storm Water Drainage Easement. Declarant does hereby grant and establish in favor of each of the Owners a reciprocal, perpetual, non-exclusive easement (the “Drainage Easement”) to discharge surface water runoff across the portions of the Property designated from time-to-time by Declarant, in its sole discretion (the “Storm Drainage Areas”). In the event an Owner discharges or is responsible for the discharge of any oil, gasoline, pesticides, gasoline, fertilizers, or other Hazardous Materials into any of the Storm Drainage Areas or the Common Drainage System, such Owner shall be held liable for such discharge and shall be responsible for any repairs, costs and expenses incurred in the remediation and clean-up of any such materials from the Storm Drainage Areas and any affected areas of the Property. The Owner responsible for such discharge shall indemnify, defend, and hold harmless the other affected Owners (and any Mortgagee), Declarant and the Manager from any and all claims, actions, damages, fines, liabilities and expenses (including, without limitation, reasonable attorney’s fees and reasonable attorney’s fees on appeal) of any and every kind, nature, or sort whatsoever which may be imposed upon, incurred by or asserted against the other Owners, Declarant and the Manager in connection with any occurrence or in connection with such a discharge into the Storm Drainage Areas or Common Drainage System. Notwithstanding any of the above language in this Section 3.9, in no event shall any Owner be held responsible, under the terms of this Section 3.9, for the clean-up or remediation of incidental amounts of motor oil, gasoline, and other like by-products of motorized vehicles solely resulting from the existence of motorized vehicular traffic on its Lot in the ordinary course of such Owner’s business. The Storm Drainage Areas and the Drainage Easement shall be deemed to include any future enlargement or change in the location of the Storm Drainage Areas, if determined necessary by Declarant or Manager in its sole discretion. Notwithstanding any language to the contrary in this Declaration, this Section 3.9 shall not apply with respect to any Owner whose Lot has its own storm water detention facilities. Owners shall maintain and repair the Storm Drainage Areas located on their own Lots, including the catch basins or other collection points for water to be diverted into drainage pipes forming the common drainage system for the Property (the “Common Drainage System”). The Manager shall maintain and repair the Common Drainage System, beyond such collection points. The Manager shall also have the right to maintain and repair Storm Drainage Areas on an Owner’s Lot, if the Owner fails to do so, and to assess the Owner for such maintenance and repair. Declarant reserves to itself and also grants Manager a non-exclusive easement and right of passage on, through, over and across the Lots to maintain, repair and replace any portion of the Common Drainage System or any storm water management area or facilities situated within the Lots including, without limitation, ponds, basins, bio-retention or similar devices, recharge facilities, storm drainage pipes, infiltration trenches, inlets, oil grit separators, drainage areas and underground facilities.

3.10 No Merger. Notwithstanding an Owner’s ownership of more than one Lot, the easements granted hereunder (i) shall be binding on, enforceable against and burden, and shall be appurtenant to and for the benefit of each Lot individually, without merger as a result of such common ownership, and (ii) upon conveyance of a Lot so that such Lot ceases to be under common ownership, neither the Owner conveying such Lot nor the Owner acquiring such Lot shall need to execute additional

documentation to evidence the existence of such easements, and such easements shall relate back to and shall be deemed to have been created as of the date this Declaration is recorded.

3.11 Easement Rules. Declarant or Manager may establish and maintain general policies, rules, and regulations for the access, repairs, management, maintenance, operation, and use of the Access Areas and other easement areas designated in this Declaration (the “Easement Rules”) consistent with the provisions of this Declaration, which Easement Rules may not materially interfere with Declarant’s or an Owner’s rights hereunder. Declarant or Manager shall be permitted to enforce the Easement Rules against any Owner or Permittee, including imposing reasonable fines that may be established by the Easement Rules or excluding an Owner or Permittee from using a particular easement. Any such fines established by the Easement Rules shall not be considered liquidated damages. The Manager shall consistently apply and enforce any Easement Rules.

4. Construction.

4.1 Building Location. Declarant, together with the Owner of a particular Lot or the purchaser thereof shall mutually determine the Building Area for such Lot, subject to applicable Governmental Requirements. A Building shall be placed or constructed upon the Lots in that Lot’s Building Area, unless otherwise approved in writing by Declarant. Buildings may be located (or relocated) anywhere within the Building Area.

4.2 Land and Building Development Standards.

4.2.1 Type and Design of Building and Other Improvements. All Improvements in the Property shall be constructed in conformity with the Approved Plans, and in compliance with the applicable provisions of this Declaration and all applicable Governmental Requirements. Prior to constructing any Improvements on a Lot, each Owner shall submit to Declarant for its approval (i) grading, drainage and utility plans, and (ii) the plans for construction of all other Improvements for a Lot, including plans for any Building (including elevations), plans for Landscaping Improvements, and plans for Access Areas (collectively, the “Proposed Plans”). The Proposed Plans shall (i) depict exterior Building elevations that are architecturally and aesthetically compatible with first class commercial retail and office centers, and (ii) indicate that the design and construction of the Building(s) shall be of high quality. Declarant’s approvals may be withheld, conditioned or delayed in its sole discretion. Declarant may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to this Section, payable at the time such plans and specifications are so submitted. Throughout the construction, Declarant shall have the right to confirm that the Building and all other Improvements are being constructed in compliance with the Approved Plans and otherwise as required by this Section 4.2. No Improvements upon a Lot may be constructed without Approved Plans and Declarant permission. Unless specifically approved in writing by Declarant, Improvements shall not be modified, altered or otherwise changed from the Approved Plans (provided, however, a modification to a Utility Line that does not impact any other Lot shall not require additional approval). There shall be no interference with the established drainage pattern and system over any portion of the Lots unless adequate provision is made for proper drainage and such interference is approved by all affected Owners. All impervious surface Improvements to be constructed by an Owner within its Lot shall be designed and permitted so that the storm water originating from such paved areas shall be collected and routed into the existing or future Common Drainage System.

4.3 Construction Requirements.

4.3.1 All construction activities performed within the Property shall be performed in compliance with all applicable Governmental Requirements. All construction shall utilize new materials and shall be performed in a good, safe, workman-like manner.

4.3.2 All work performed in the construction, repair, replacement, alteration or expansion of any Improvements shall be performed as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay access to or from the Property, or any part thereof, to or from any public right-of-way. Unless otherwise specifically stated herein, the Person contracting for the performance of such work ("Contracting Party") shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition all Buildings, signs and Common Areas and Facilities damaged or destroyed in the performance of such work.

4.3.3 The Contracting Party shall not permit any mechanics', materialmen's or other professional services liens (as contrasted with consensual monetary liens, such as construction and/or permanent financing) to stand against for any work done or materials furnished in connection with the performance of the work described above; provided, however, that the Contracting Party may contest the validity of any such lien, but upon a final determination of the validity thereof, the Contracting Party shall cause the lien to be satisfied and released of record.

4.3.4 Staging for the initial construction of a Building, or the replacement, alteration or expansion of any Building, sign or Common Areas and Facilities located in the Property including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment shall (i) be located solely on the constructing Owner's Lot, or (ii) be limited to specific areas of the Property approved in writing by Declarant.

4.3.5 The Contracting Party shall provide Declarant with at least twenty (20) days' prior written notice of the commencement of any work at the Property. Declarant may take those steps allowable under Governmental Requirements to protect its interests from the imposition of a lien or other encumbrance arising out of or related to the Contracting Party's work at the Property.

5. Manager's Rights and Responsibilities.

5.1 Manager's Maintenance and Repair of Common Areas and Facilities. Declarant may appoint a Manager to maintain, or cause to be maintained the Common Areas and Facilities in an attractive condition and good state of repair and reasonably free of refuse and debris, and in compliance with all applicable Governmental Requirements, and the provisions of this Declaration. The operation, maintenance and repair obligations assigned to the Manager may include but need not be limited to the following:

5.1.1 Common Roads. Repairing and maintaining the Common Roads, including, without limitation, replacement of base, skin patch, resealing, resurfacing and, if necessary, restriping such areas, and also including maintaining, cleaning and replacing (as needed) any directional or stop signs or markers located within the Common Roads that are installed by Declarant or Manager, but not those that may be installed by an Owner, as any such Owner retains such maintenance responsibility for its signs under Section 3.2. For the purpose of this Section 5, an overlay of the surface of the Common Roads shall be considered a maintenance item. Manager's repair and maintenance responsibilities under this Section 5 may include (i) replacement, if needed, of the Common Roads, and (ii) the periodic sweeping and removal of debris to the extent reasonably necessary to keep the Common Roads in a clean and orderly condition.

5.1.2 Sign Easement Areas. Maintaining and repairing the Sign Easement Areas, including the Signs located thereon. Costs incurred for original construction of the Sign Easement Areas and of Signs shall be as set forth in Section 3.6. Manager may be assigned, with respect to the Sign Easement Areas, the maintenance and replacement of landscape plantings, trees and shrubs located thereon; providing water for landscape irrigation through a system, including performing any modifications to such system to satisfy governmental water allocation or emergency requirements.

5.1.3 Greenscape Areas. Costs incurred by Declarant for original and future installation of, and maintenance of, the landscaping (including grass, shrubs and trees) and any lighting facilities shall be equitably allocated among the Owners as determined by Declarant or Manager. Manager may be assigned the maintenance and replacement of landscape plantings, trees and shrubs, related improvements, and any lighting facilities located thereon (collectively, the “Greenscape Area Improvements”); providing water for landscape irrigation through a system, including performing any modifications to such system to satisfy governmental water allocation or emergency requirements. “Greenscape Areas” means those areas of the Property designated as such from time-to-time by Declarant and that are located (i) adjacent to any public roadway, (ii) within the adjacent right-of-way (but only to the extent Manager is allowed to provide and maintain landscaping or lighting in such right-of-way area), (iii) included as part of any Common Road; or (iv) within the right-of-way of any existing or future public roadway in the Property (but only to the extent Declarant or Manager is allowed to provide and maintain landscaping or lighting in such right-of-way areas).

5.1.4 Lighting. Maintaining, cleaning and replacing lighting facilities, including light standards, wires, conduits, lamps, ballasts and lenses, time clocks and circuit breakers, as applicable that may be located within the Common Roads or the Sign Easement Areas or the Greenscape Areas.

5.1.5 Obstructions. Keeping the Common Roads free from any obstructions, unless such obstruction is permitted under the provisions of this Declaration.

5.1.6 Common Drainage System. Maintaining (including keeping free and clear of debris) and repairing the Common Drainage System, excluding any facilities located on a specific Lot for the sole benefit of the Owner of such Lot, which shall be maintained by such Owner at its sole cost and expense.

5.1.7 Utility Lines and Sanitary Sewage System. Maintaining and repairing the portions of the Utility Lines that serve and/or are used by more than one Lot.

5.2 Manager’s Maintenance and Repair of Lots. If at any time an Owner is not maintaining its Lot, including any Building and Improvements thereon, in accordance with Sections 6.10 or 6.11 below, as Manager may determine in its reasonable discretion, Manager may, without obligation, maintain or repair any improvements on such Lot at the sole cost and expense of the Owner. Before exercising its “self-help” right described above, Manager shall give such Owner the prior written notice and opportunity to cure required by Section 14.12 below. If Manager does not pursue its “self-help right, Manager shall use commercially reasonable efforts to enforce the terms of this Declaration using other appropriate means, including foreclosure of liens or civil litigation. Expenses incurred by Manager under this Section 5.2 shall be collected in the same manner as described in Section 8 below for Assessments.

5.3 Capital Improvements. Manager may make such capital improvements as it reasonably deems necessary to maintain the character and economic viability of Beltway West.

5.4 Contracting for Maintenance. Manager shall contract for and pay for all of the items set forth in Section 5 (the expenses therefor, along with insurance expenses arising under Section 11

and the Service Charge, are sometimes collectively being referred to as “Common Expenses”). A copy of all contracts entered into by Manager for such services shall be provided to any Owner upon written request. With respect to those Common Expenses that may vary depending on the vendor selected by Manager, Manager agrees to use commercially reasonable efforts to engage qualified vendors willing to provide such products or services for a fair and reasonable price.

5.5 Nonprofit Entity in the Future. Declarant may, at any time and in its sole discretion, create a nonprofit entity and designate such entity as the Manager. If, in Declarant’s sole discretion, Declarant structures such entity as an owners association, each Owner hereunder shall be a member thereof in accordance with the governing documents for such entity, which governing documents may be drafted and filed by Declarant in its sole discretion. Notwithstanding the foregoing, Declarant is under no obligation to create an association of owners, and Declarant may retain all control and membership in Manager, regardless of whether it is a special purpose nonprofit entity.

5.6 Acceptance of Common Areas and Facilities. Declarant may, at any time and in its sole discretion, deed, transfer, or otherwise convey the Common Areas and Facilities or any Lot it owns to Manager, and Manager shall accept such conveyance and assume all obligations and responsibilities with respect to ownership of such Common Areas and Facilities.

5.7 Liability. The Manager shall not be liable to any Owner for any damage, loss or liability suffered or claimed on account of any act, omission or negligence of the Manager with respect to any such person or entity so long as the Manager has acted in good faith without intentional misconduct or fraud on its part.

6. Operation of the Property.

6.1 Permitted Uses. Except as otherwise provided in this Declaration and subject to the terms of this Declaration, any Lot or portion thereof, or any Structure erected thereon shall be used or permitted to be used, temporarily or permanently, only for those purposes as permitted pursuant to the applicable Governmental Requirements as may apply to the Property from time-to-time, but expressly excluding, however, any use for which a special exception, variance, or reclassification by petition is required under the applicable Governmental Requirements as may apply to the Property, as the same may hereafter from time-to-time be amended, unless (i) such use as may be allowed pursuant to such special exception, variance, or reclassification is approved in writing by Declarant, which may be withheld, conditioned, or delayed, or Declarant is applying for and prosecuting the obtaining thereof, and (ii) such special exception, variance, or reclassification is finally granted by proper Governmental Authorities. (collectively, “Permitted Uses”). Notwithstanding the foregoing, Declarant reserves the right, however, to further limit or restrict the use of any Lot or Lots in accordance with the other provisions of this Declaration.

6.2 Prohibited Uses. No use shall be permitted in the Property except for the Permitted Uses set forth in Section 6.1 above. In addition, no use shall be permitted in the Property which is inconsistent with the operation of a first class commercial development, even if it is permitted by Section 6.1 above. Without limiting the generality of the foregoing, and even if it is permitted by Section 6.1 above, the following uses are expressly prohibited:

6.2.1 any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any Building in the Property, an operation primarily used as a storage warehouse operation and any assembling, manufacturing, or distilling;

6.2.2 any refining, smelting, agricultural or mining operation;

- 6.2.3 any “second hand” store, “surplus” store, or pawn shop;
- 6.2.4 any mobile home Property, trailer court, labor camp, junkyard, or stockyard; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance;
- 6.2.5 any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;
- 6.2.6 any central laundry, dry cleaning plant or laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping centers in the metropolitan area where the Property is located;
- 6.2.7 any automobile, truck, trailer or recreational vehicle sales, leasing, display or body shop repair operation;
- 6.2.8 any single family dwellings, townhouses, condominiums, other multi-family units, motels and budget hotels, but non-budget hotels may be Permitted Uses (by way of example but not limitation, any Marriott, Hilton, Starwood, Hyatt or comparable hotel brand shall constitute a “non-budget” hotel);
- 6.2.9 any veterinary hospital or animal raising or boarding facility; provided, however, this prohibition shall not be applicable to pet shops. Notwithstanding the foregoing exception, any veterinary or boarding services provided in connection with the operation of a pet shop shall only be incidental to such operation; the boarding of pets as a separate customer service shall be prohibited; and the combined incidental veterinary and boarding facilities shall occupy no more than fifteen percent (15%) of the floor area of the pet shop;
- 6.2.10 any mortuary or funeral home;
- 6.2.11 any establishment selling or exhibiting “obscene” or otherwise pornographic material;
- 6.2.12 any establishment selling or exhibiting drug-related paraphernalia or which exhibits, either live or by other means to any degree, nude or partially clothed dancers;
- 6.2.13 any massage parlor or similar establishment other than a national or regional concern, such as Massage Envy;
- 6.2.14 any flea market, amusement or video arcade, pool or billiard hall, car wash or dance hall;
- 6.2.15 any training or educational facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, this prohibition shall not be applicable to on site employee training by an Occupant incidental to the conduct of its business in the Property;
- 6.2.16 any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of the Premises, if any, and any recycling facility required by Governmental Requirements in connection with an otherwise Permitted Use);

6.2.17 any gambling facility or operation, including but not limited to off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall (notwithstanding the foregoing, this prohibition shall not apply to government sponsored gambling activities or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the retail business operation being conducted by the Occupant;

6.2.18 any use that includes the storage of explosives;

6.2.19 any outside storage; and

6.2.20 any use which is in violation of any applicable Governmental Requirements.

The uses proscribed in this Section 6.2 are “Prohibited Uses.”

6.3 Antennas. No antenna for transmission or reception of television signals, cellular phone service, or any other form of electro-magnetic radiation or any other equipment for provisions of communications services (“Communications Equipment”) shall be erected, used or maintained on any Lot outside any Building, whether attached to a Structure or otherwise, without the prior written approval of the Declarant, which may be granted or withheld in its sole discretion. Declarant may specify the placement of all Communications Equipment. Declarant reserves the exclusive right to allow commercial providers (“Third Parties”) of communications services for the placement and operation of towers, antennae, and other related equipment (“Third Party Communications Equipment”) to place any Third Party Communications Equipment on the Property to service more than the property upon which the Third Party Communications Equipment sits, and Declarant may enter into an easement with one or more Third Parties over any of the Property owned by Declarant to do so. If any Occupant installs any Communications Equipment on the rooftop or in other portions of any Building, such Occupant acknowledges and agrees that the use of any such Communications Equipment shall in no way interfere with the operation of the Third Party Communications Equipment, and that the Third Party is an express beneficiary of the non-interference covenant contained in this Section 6.3 and that the Third Party shall be entitled to bring an action directly against any Occupant in the event of a breach of such covenant. Each Occupant acknowledges and agrees that such Communications Equipment is solely limited to Occupant’s own use in the conduct of its business from the applicable Lot and may not be used for the use of or sale to third parties. Any Occupant installing Communications Equipment shall indemnify, defend, and hold harmless Declarant (and Declarant’s directors, officers, shareholders, employees, partners, members, managers, agents, contractors, affiliates, successors and assigns) from all expenses, costs, damages, losses, claims, or other expenses and liabilities arising from any prohibited interference. If such interference occurs, the interfering Occupant agrees to suspend the use of its Communications Equipment until the interference has been corrected to the satisfaction of Declarant and the Third Party. Any such Occupant shall be responsible for all costs associated with any tests deemed necessary to resolve any and all interference caused by its Communications Equipment, or any other use that is not permitted by this Section 6.3. If such interference has not been corrected within twenty (20) days, Declarant may require such Occupant to remove those components of its communications Equipment causing such interference, or Declarant shall enjoin such interference at such Occupant’s sole cost and expense.

6.4 Hazardous Materials. No Occupant shall use, or permit the use of, Hazardous Materials on, about, under or in the Property, except those Hazardous Materials customarily used with respect to any of the Permitted Uses, provided that any such use shall at all times be in compliance with this Declaration and all Environmental Laws. If any Owner becomes aware of or receives notice or other communication concerning any actual, alleged, suspected, or threatened violation of Environmental Laws, including but not limited to notice or other communication concerning any actual or threatened

investigation, inquiry, lawsuit, claim, citation, directive, summons, proceeding, complaint, notice, order, writ, or injunction relating to the same, then such Owner shall promptly notify Declarant and Manager of the same. Each Owner agrees to indemnify, defend, reimburse and hold harmless, the Manager, Declarant (and the directors, officers, shareholders, employees, partners, members, managers, agents, contractors, affiliates, successors and assigns of such Persons) from and against all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs, and expenses of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, any of which are incurred at any time as a result of the existence at Hazardous Materials upon, about, or beneath the Property as the result of the activities or negligence of the indemnifying Owner or its Permittees. The term (i) "Hazardous Materials" shall mean and refer to the following: petroleum products and fractions thereof, asbestos, asbestos containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law, and (ii) the term "Environmental Laws" shall mean and refer to the following: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time-to-time.

6.5 Taxes. Each Owner shall pay directly to the tax collector when due the Real Property Taxes assessed against the Owner's Lot, including the portion of any Common Areas and Facilities on such Owner's Lot; subject, however, to the right of any such Owner to contest the amount or validity of all or any part of such taxes and assessments, provided that such Owner will take all such action as may be necessary to prevent any assessment or tax lien from being foreclosed or enforced with respect to any property within each Lot, including recording an adequate bond to remove such lien as a matter of record or to otherwise secure the payment of such lien. For purposes of this Declaration, "Real Property Taxes" will mean any and all taxes, assessments, impositions or levies of any kind (in all cases, whether general or special, anticipated or unanticipated) imposed by any Governmental Authority upon the land within each Lot and/or any Improvements therein or thereon.

6.6 Parking. All Buildings or other Improvements constructed on any Lot shall be developed to comply with the Governmental Requirements governing parking for the use proposed for the Lot. The parking area on any Lot shall provide at least such number of parking stalls as required to comply with Governmental Requirements or as may be required by Governmental Authorities to provide for all required parking for the Buildings located on such Lot, without regard to any parking that may be available on any other Lot. No Lot shall be developed in so intense a manner as to adversely impact the parking available on the other Lots absent an express written agreement with the Owners of such other Lots permitting such.

6.7 Signs. Except with respect to the Signs, the installation of which is governed by Section 3.6, all signs installed at the Property by or at the request of an Owner shall conform to all applicable Governmental Requirements and to the sign criteria for the Property, as such criteria may be adopted and amended from time-to-time by Declarant, and must be approved in writing by Declarant at its sole discretion.

6.8 Animals. No livestock, poultry or other animals shall be kept on any Lot and in no event shall any stable, hutch, barn, coop or other housing or shelter for animals or for the storage of materials be placed or maintained upon any Lot, except as approved by the Declarant in writing.

6.9 Equipment.

6.9.1 Mechanical Equipment. All mechanical equipment, including roof-mounted, shall be enclosed or screened in a manner approved by the Declarant so as to be an integral part of the architectural design.

6.9.2 Roof-mounted Equipment. All roof-mounted equipment, other than the mechanical equipment subject to the provisions of Section 6.9.1, including, but not limited to, vents, hoods and hatches, must blend with the color of the exposed roofing material so that such equipment is as inconspicuous as possible and integral with the roof area of any Building upon which such equipment is mounted to the extent feasible and available at a commercially reasonable cost.

6.10 Landscaping. Each Owner is responsible for maintaining the landscaping located on its Lot mowed, trimmed, watered and free from refuse, rubbish and debris. Each Owner shall install landscaping improvements on its Lot, including among other things, grass, plants, shrubs, trees, flowers and irrigation equipment, in accordance with the Approved Plans for such Lot (the "Landscaping Improvements"). Once in place, the Landscaping Improvements on a Lot shall not be modified without the prior written approval of Declarant. The Owner of each Lot must also provide water for landscape irrigation through a properly maintained system, including performing any modifications to such system to satisfy governmental water allocation or emergency requirements.

6.11 Maintenance of Buildings. Each Owner shall at all times be responsible for the regular maintenance, repair and replacement of the Buildings and Improvements located on its Parcel. All Buildings and Improvements shall be kept and maintained in a clean and attractive condition and in good order, condition and repair. Any damage that is caused by the intentional or negligent acts of one of the Owners or its Permittees, shall be promptly repaired at the sole cost of such Owner.

6.12 Prohibited Activities at the Property. To the maximum extent permitted by law, the following activities are prohibited at the Property:

6.12.1 exhibiting any placard, sign or notice except as expressly permitted under this Declaration;

6.12.2 distributing any circular, handbill, placard or booklet;

6.12.3 soliciting memberships or contributions for private, civic, public charitable or political purposes;

6.12.4 parading, picketing or demonstrating; and

6.12.5 failing to follow regulations established by Manager relating to the use and operation of the Property.

7. Budget Approval.

7.1 No later than sixty (60) days prior to the commencement of a calendar year, Manager shall provide each of the Owners an estimated budget for the succeeding calendar year (the "Budget"), including the estimated amount of projected Assessments. The Budget shall reasonably identify each of the categories of maintenance and capital costs to be incurred by Manager and shall specify whether project Assessments are General, Special, or Limited.

7.2 If an Owner disapproves the proposed Budget, such Owner shall give written notice to Manager within thirty (30) days of Manager's delivery of such Budget (the "Budget Objection")

Notice”), which Budget Objection Notice shall include a reasonably detailed description of what changes, if made, would result in the objecting Owner approving the proposed Budget. If Budget Objection Notices from Owners owning a minimum, in the aggregate, of twenty-five percent (25%) of the acreage by square feet of the Property are not delivered to Manager within such thirty (30) day period, the Budget shall be deemed approved. If Budget Objection Notices from Owners owning a minimum, in the aggregate, of twenty-five percent (25%) of the acreage by square feet of the Property are delivered to Manager within such thirty (30) day period, Manager shall give reasonable consideration to the objections, and unless it has a commercially reasonable basis for not doing so, revise the Budget and resubmit the Budget to the Owners for their approval in accordance with the procedure set forth above.

7.3 The Budget shall provide the basis for Assessments, provided that the amount and nature of Assessments may be adjusted by the Manager to meet changing circumstances and unexpected expenses. The Manager may impose additional Assessments in situations in which additional income for Common Expenses is needed.

8. Assessments.

8.1 Establishment of Assessments. Declarant, so long as it owns any of the Lots, hereby covenants, and each Owner of such Lots by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay Assessments for the purpose of maintaining and repairing the Common Areas and Facilities, providing financial reserves, and providing for such capital improvements as the Manager may from time to time determine. Assessments may be levied against Owners’ Lots as soon as the Owners’ become the owners of such Lots, regardless of whether improvements have been commenced or completed on the Lots. The Assessments levied hereunder, together with interest, costs, and reasonable attorneys’ fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made, which lien shall attach and be enforced as provided in Section 9 below. Each such Assessment, together with interest, costs and reasonable attorney’s fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due. If more than one person or entity was the Owner of a Lot, the personal obligation to pay such Assessment shall be both joint and several.

8.2 General, Limited, and Special Assessments. General assessments may be levied for regular annual or other periodic charges to properly maintain and repair the Common Areas and Facilities (“General Assessments”). In addition to General Assessments, the Manager may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any repair, replacement, or improvement of any Common Areas and Facilities in or on the Property, including private streets or landscape easements (“Special Assessment”). Any such Special Assessment shall be allocated among the Lots in the same manner as General Assessments and shall be payable over such a period as the Manager shall determine. General Assessments and Special Assessments shall be allocated in accordance with each Owner’s Proportionate Share of the Common Expenses, plus an administrative fee of five percent (5%) of such expenses to cover management and administrative costs (the “Service Charge”). Certain other assessments (“Limited Assessments”) shall be allocated equitably among a subset of Owners that benefits from specific improvements by the Manager and/or Declarant in their sole discretion. A Service Charge shall also be added by the Manager to Limited Assessments. The Manager shall obtain the consent of Owners owning a minimum, in the aggregate, of seventy-five percent (75%) of the acreage by square feet of the Property prior to assessing any Special Assessment.

8.3 Owners’ Payment of Assessments. At the discretion of the Manager, the Owner of each Lot may be billed monthly in advance for its Assessments. The bills shall be due and payable within fifteen (15) days after receipt. Manager may adjust such estimates at any time based upon Manager’s experience and reasonable anticipation of costs. Such adjustments shall be effective as of the

next payment date after notice is given to the affected Owners at least thirty (30) in advance together with reasonable written evidence supporting such adjustment. If Manager elects to bill the Owners in advance as provided in this Section 8.3, within one hundred twenty (120) days after the end of each calendar year Manager shall deliver to the affected Owners a statement setting forth in reasonable detail the Common Expenses paid or incurred by Manager during the preceding calendar year and each Owner's Proportionate Share. If such statement reveals underpayment of Common Expenses, the Owner of each Lot shall reimburse Manager its Proportionate Share of any such underpayment within fifteen (15) days after receipt of such statement. If such statement reveals an overpayment of Common Expenses, Manager shall, at the option of the Owner of each Lot, either provide a credit against future payments of its Proportionate Share of estimated Common Expenses or reimburse the Owner of each Lot (or its respective Occupants, as it may direct) in the amount of its Proportionate Share of any such overpayment at the time such statement is provided. If Manager elects not to bill the Owners in advance as provided in this Section 8.3, Manager will send periodic billing statements to the affected Owners as and when Common Expenses are actually incurred; provided, however, that such statements shall not be sent more often than monthly. As used in this Declaration, the "Proportionate Share" of the Common Expenses to be borne by an Owner of a Lot shall be the percentage obtained by dividing the acreage by square footage of such Owner's Lot by the aggregate acreage, measured in square feet, of all Lots at the Property, subject to allocation of costs relating to Signs as set forth in Section 3.6.

8.4 Inspection of Records. Any Owner may, upon not less than ten (10) days' prior written notice to Manager, inspect Manager's records for all Common Expenses incurred during the immediately preceding calendar year at Manager's office or at such other location reasonably designated by Manager at any time during reasonable business hours within ninety (90) days following receipt of the annual statement described in Section 8.3. If such inspection reveals an overpayment of Common Expenses (and Manager agrees, which agreement shall not be unreasonably withheld, conditioned or delayed), Manager shall reimburse the Owner of each Lot (or its respective Occupants, as it may direct) its Proportionate Share of any such overpayment within fifteen (15) days after receipt of notice of determination, and of the amount, of such overpayment. If such inspection reveals an underpayment of Common Expenses, the Owner of each Lot shall reimburse Manager its Proportionate Share of any such underpayment within fifteen (15) days after receipt of proper billing in accordance with Section 8.3. Manager's expenses for any calendar year shall be deemed correct if an Owner does not give Manager written notice of any such overpayment or underpayment within the ninety (90) day period provided above.

9. Enforcement Remedies.

9.1 Creation of Lien; Notice of Default; Foreclosure. In the event any Owner fails or refuses to pay an Assessment when due, which failure continues for a period of fifteen (15) days after receipt of such Assessment, such failure shall constitute a default and Manager may, as permitted by law, secure a lien against the Owner's delinquent Lot by recording a notice of default with the Salt Lake County Recorder. A copy of such notice of default shall be given to such Owner and any Mortgagee holding a Mortgage covering such Owner's Lot within ten (10) business days following recordation. Such notice of default shall set forth the unpaid amount, the date such amount became due, the Owner's name and a description of the Lot subject to the lien. Any such lien may be foreclosed judicially or non-judicially in the same manner permitted by applicable law for liens against real property, and shall be subject and subordinate to (i) each Mortgage recorded at the time such notice of lien is recorded, (ii) this Declaration, (iii) each utility right-of-way or easement existing at the time such notice of lien is recorded, and (iv) any lien for general taxes and other governmental assessments, but shall be prior to all other interests, whether recorded or unrecorded, at the time such notice of lien is recorded. The lien so claimed shall attach from the date of recordation in the amount claimed in the notice of default. In connection with any sale under a non-judicial foreclosure, the party filing the notice of default is authorized to appoint its attorney, any officer or director, or any title insurance company authorized to do business in

Utah as trustee for purposes of conducting the sale. The party filing the notice of default shall have the power to bid upon the Lot at foreclosure sale and to acquire, hold, lease, mortgage, and convey the Lot.

9.2 Interest. Interest shall accrue from the date the Assessment was due and payable to and including the date such Assessment is paid at the rate equal to the Prime Rate as announced from time-to-time in the Wall Street Journal or, if it no longer exists, in a reasonable similar publication, plus five percent (5.00%) per annum (“Default Interest”). All other defaults for failure to make payments as required under the Declaration shall also accrue Default Interest from the date of default until paid.

9.3 Other Remedies. Manager shall also have the right to recover the Assessment from the Owner personally to enforce any other default under this Declaration against the Owner personally, and to otherwise enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Declaration.

10. Common Areas and Facilities.

10.1 No Obstruction. Except to the extent necessary (on a temporary basis) for reasonable construction, for repair and maintenance, or to prevent a public dedication or the accrual of any rights to the public (as provided in Section 14.1), no Owner shall permit to be constructed or placed across the Common Roads located on such Owner’s Lot any fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded access over any part of the Common Roads, or shall otherwise obstruct or interfere with the free flow of vehicular and pedestrian traffic on such Common Roads.

10.2 Alteration, Relocation or Changes to Common Areas and Facilities. The Owner of a Lot shall be permitted to alter, relocate, or change the configuration of the Access Areas which it owns at any time and from time-to-time, but only upon strict compliance with the provisions of this Section 10.

10.2.1 Any proposed alteration, relocation, or other change shall comply with all applicable Governmental Requirements.

10.2.2 Any proposed alteration, relocation, or other change shall not modify or unreasonably obstruct access between a Lot and any adjacent public road.

10.2.3 The Owner proposing to make any alteration, relocation, or other change shall pay the entire cost of such alteration, relocation or change.

10.2.4 The Owner proposing to make such alteration, relocation, or change may not perform any work on, or stage any work from, any other Lot without the consent of the Owner of such other Lot, which consent shall not be unreasonably withheld, conditioned or delayed.

10.2.5 Declarant or Manager must approve the proposed alteration, relocation, or other change. In connection with obtaining such approval, the Owner proposing to make such alteration, relocation or change shall provide copies of its preliminary plans to the Declarant or Manager prior to commencing such work for review and approval by the Declarant or Manager. In the event an Owner (the “Submitting Owner”) submits a preliminary plan to the Declarant or Manager for its consent as required by this Section 10.2.5, such preliminary plan shall be deemed not approved if not disapproved in writing within thirty (30) days of the delivery of the preliminary plans to the Declarant or Manager. In the event the Declarant or Manager disapproves of such preliminary plans, the Declarant or Manager shall, within such thirty (30) day period, deliver to the Submitting Owner the written objections to the

preliminary plans which objections shall include a reasonably detailed description of what changes, if any, and if made, would cause the Declarant or Manager to give its approval of the preliminary plans. The Submitting Owner shall revise the preliminary plans and resubmit them to the Declarant or Manager for its approval in accordance with the procedures set forth above in this Section 10.2.5. Notwithstanding anything above to the contrary, an Owner shall not be required to obtain the consent of the Declarant or Manager to make any alteration, relocation, or modification on such Owner's Lot if such alteration, relocation, or modification is required by Governmental Requirements; provided, however, that, to the extent the Owner has any discretion regarding the manner of the alteration, relocation, or modification within the parameters of what is required by the Governmental Requirements, the Declarant or Manager shall have approval rights over the exact implementation of the alteration, relocation, or modification.

11. Insurance and Indemnity.

11.1 Manager shall maintain or cause to be maintained in full force and effect at least the following minimum insurance coverage in Constant Dollars: Commercial General Liability insurance with a combined single limit of liability of \$1,000,000.00 for bodily injury, personal injury and property damage, arising out of any one occurrence.

11.2 Prior to commencing any construction activities within the Property, each Owner and Manager shall obtain or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverages in Constant Dollars set forth below:

11.2.1 Workers' compensation and employer's liability insurance:

- (i) Worker's compensation insurance as required by any applicable Governmental Requirements.
- (ii) Employer's liability insurance in the amount of \$1,000,000.00 each accident for bodily injury, \$1,000,000.00 policy limit for bodily injury by disease, and \$1,000,000.00 each employee for bodily injury by disease.

11.2.2 Commercial General Liability insurance covering all operations by or on behalf of the contractor, which shall include the following minimum limits of liability and coverages:

- (i) Required coverages:
- (ii) Premises and Operations;

- (iii) Products and Completed Operations;
 - (a) Contractual Liability, insuring the indemnity obligations assumed by contractor under the contract documents;
 - (b) Broad Form Property Damage (including Completed Operations);
 - (c) Explosion, Collapse and Underground Hazards; and
 - (d) Personal Injury Liability.
- (iv) Minimum limits of liability:
 - (a) \$1,000,000.00 each occurrence (for bodily injury and property damage).
 - (b) \$1,000,000.00 for Personal Injury Liability.
 - (c) \$1,000,000.00 aggregate for Products and Completed Operations.
 - (d) \$2,000,000.00 general aggregate applying separately to the Property.

11.2.3 Automobile liability insurance including coverage for owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000.00 each accident for bodily injury and property damage. The contractor shall require each of his subcontractors to include in their liability insurance policies coverage for automobile contractual liability.

11.2.4 The contractor shall also carry umbrella/excess liability insurance in the amount of \$5,000,000.00. If there is no per project aggregate under the Commercial General Liability policy, the limit shall be \$10,000,000.00. The contractor's liability insurance shall name the Declarant and Manager as additional insureds, and also be primary to and noncontributory with any similar coverage they have.

11.2.5 Owners shall carry Workers Compensation insurance if statutorily required. Owners and contractors shall provide a waiver of subrogation in favor of the Manager and Declarant on their Workers Compensation coverage.

11.3 Effective upon the commencement of construction of any Improvements on its Lot and so long as Improvements exists, each Owner shall maintain or cause to be maintained in full force and effect, policies of property insurance covering loss of or damage to the Improvements located on its Lot in the full amount of their replacement value, with such policies providing protection against loss or damage due to perils covered by a "Causes of Loss-Special Form" (or equivalent) policy. For purposes of this Declaration, a Lot is deemed "developed" when Improvements such as Building(s) and landscaped and paved areas, have been constructed thereon, and such Lot is available for use and occupancy.

11.4 Each Owner of a Lot shall maintain or cause to be maintained in full force and effect, a policy of Commercial General Liability insurance (or equivalent) with respect to such Owner's

Lot, the business operated by such Owner and any Permittees of the Owner on its Lot. The minimum amount of such insurance in Constant Dollars shall be Three Million Dollars (\$3,000,000.00) per occurrence. Each such policy shall name Declarant and Manager as an additional insured, and each Owner shall provide Manager with an appropriate "additional insured" endorsement to such Owner's liability insurance policy (in a form reasonably acceptable to Manager). Such coverage shall be primary to and noncontributory with any similar coverage held by Declarant and Manager.

11.5 All insurance required by this Section 11 shall be written on an occurrence basis and procured from companies with a Financial Strength Rating of "A" or better and a Financial Size Category of "X" or larger, based on the most recent published ratings of the A.M. Best Company (or comparable rating) which are authorized to do business in the state where the Property is located. All insurance may be provided under (i) an individual policy covering the Property, or (ii) a blanket policy or policies which includes other liabilities, properties and locations of such Person; provided, however, that if such blanket commercial general liability insurance policy or policies contain a general policy aggregate of less than Ten Million Dollars (\$10,000,000.00) in Constant Dollars, then such insuring Person shall also maintain excess liability coverage necessary to establish a total liability insurance limit of Ten Million Dollars (\$10,000,000.00) in Constant Dollars. The insuring Person shall provide, upon written request, a certificate of insurance (in form acceptable to Manager) executed by an authorized officer or agent of the insurer, certifying that the required insurance is in full force and effect. The insuring Person shall be responsible for the payment of any and all applicable deductibles, and in no event shall any deductible or self-insured retention amount exceed Fifty Thousand Dollars (\$50,000.00) in Constant Dollars without the prior written consent of Manager.

11.6 In the event any Owner fails to maintain the insurance coverage required in this Declaration, Manager may, but shall have no obligation to obtain, comparable coverage for Manager's benefit at the defaulting Owner's expense. The premiums paid for such insurance, plus the Service Charge, shall be reimbursed by the defaulting Owner immediately upon presentation of Manager's bill.

11.7 Each Owner hereby waives any claim that it might have against any other Owner for damages which would be covered by any of the property insurance required to be carried under this Section 11. Such mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release regarding any loss of, or any damage to the property of any Owner. Because the above mutual waivers will preclude the assignment of any such claim by way of subrogation (or otherwise) to an insurance company (or any other person, firm or corporation) each Owner shall give to each insurance company which has issued to it policies of property insurance, written notice of the terms of such mutual waivers, and shall have such insurance policies properly endorsed, if necessary, to prevent invalidation of such insurance coverage by reason of such waiver.

11.8 The Owner of each Lot hereby agrees to indemnify, defend and hold harmless Declarant, Manager, and the Owners from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property resulting from the negligent or willful act or omission of the indemnifying person, its tenants, subtenants, agents, contractors or employees, or arising out of the performance or nonperformance of any of the obligations set forth in this Declaration, except to the extent caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

11.9 An Owner shall have the right to satisfy its insurance obligations under this Declaration by means of self-insurance, but only so long as: (i) such self-insurance is permitted under all laws applicable to such Owner and/or the Property at the time in question; (ii) such Owner maintains a tangible net worth (as evidenced by its financial statements on file) of not less than Five Hundred Million

Dollars (\$500,000,000.00); (iii) such Owner maintains a Moody's rating of Baa or better or a Standard & Poor's rating of BBB or better (in case of a public company); (iv) unless such information is already generally available to the public through filings with the U.S. Securities and Exchange Commission, such Owner shall, not less than annually, provide Manager an audited financial statement, prepared in accordance with generally accepted accounting principles, showing the required net worth of such Owner; and (v) such self-insurance provides for loss reserves that are actuarially derived in accordance with accepted standards of the insurance industry and accrued (i.e., charged against earnings) or otherwise funded. "Self-insure" shall mean that such Owner is itself acting as though it were the third-party insurer providing the insurance required under the provisions of this Declaration, and such Owner shall pay any amounts due in lieu of insurance proceeds because of self-insurance, which amounts shall be treated as insurance proceeds for all purposes under this Declaration. To the extent an Owner chooses to provide any required insurance by "self-insurance," then such Owner shall have all of the obligations and liabilities of an insurer, and the protection afforded Declarant, Manager, and the other Owners, shall be the same as if provided by a third-party insurer under the coverages required under this Declaration. Without limiting the generality of the foregoing, all amounts which such Owner pays or is required to pay and all losses or damages resulting from risks for which such Owner has elected to self-insure shall be subject to the waiver of subrogation provisions of Section 11.7 above, and shall not limit such Owner's indemnification obligations set forth in Section 11.8 above. In the event that an Owner elects to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from a third-party insurer, such Owner shall undertake the defense of any such claim, including a defense of Declarant and Manager, at such Owner's sole cost and expense, and use its own funds to pay any claim or replace any property or otherwise provide the funding which would have been available from insurance proceeds but for such election by such Owner to self-insure. In the event that an Owner elects to self-insure, such Owner shall provide Manager with certificates of self-insurance in form reasonably acceptable to Manager specifying the extent of self-insurance coverage.

12. Repurchase Rights. In the event that after the expiration of three (3) years from the date of execution of a deed by the Declarant conveying any Lot, any grantee or its heirs, successors or assigns, shall not have completed the construction of a permanent Building upon said Lot, the Declarant shall have the right to repurchase the Lot at the same price as Declarant sold the Lot, by giving the grantee or then Owner of the Lot sixty (60) days prior notice of the Declarant's election to do so, in which event closing shall take place within such sixty (60) day period and the parties shall execute such documents as shall be necessary in order to consummate the same. The provisions of this Section 12 are subject and subordinate to the rights of Mortgagees holding liens on any Lot, including Mortgagees which acquire title to any portion of any Lot by foreclosure or deed-in-lieu of foreclosure.

13. Assignment Allowed. Any or all of the interests, rights and powers (including discretionary rights and powers and the powers of consent and approval) (collectively referred to as the "Declarant's Reserved Powers") herein reserved by or conferred upon the Declarant may be assigned or transferred by the Declarant, at its election and in its sole discretion, to any one or more Persons agreeing to accept and assume the duties of the Declarant pertaining to the Declarant's Reserved Powers so assigned or transferred. Any such assignment or transfer of the Declarant's Reserved Powers may be made by the Declarant as to all or any part or parts of the Property and may be to different Persons in Declarant's sole discretion. No such assignment or transfer shall be deemed effective unless such assignment or transfer shall be evidenced by an appropriate written instrument in recordable form (i) duly executed by the Declarant, (ii) duly executed by such assignee or transferee and containing the agreement of such assignee or transferee to accept the same and assume the duties of the Declarant thereunder, (iii) which is recorded among the Official Records, and (iv) expressly and specifically refers to and identifies the Declarant's Reserved Powers so assigned and transferred. Any such instrument may be subject to such limitations, conditions, reservations and provisions as the Declarant may set forth therein and may provide, among other things, for the future or further assignment or transfer of the Declarant's

Reserved Powers to others by the assignee or transferee named therein. No such assignment or transfer shall be deemed to arise by implication. When the Declarant or its assignee pursuant to this Section 13 shall no longer be the Owner of any part of the Property, all rights and powers of the Declarant (or such assignee) shall automatically devolve upon, and be exercisable by, the Declarant's Successor.

14. Miscellaneous.

14.1 No Public Dedication; Effects of Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property or of any Lot or portion thereof to the general public, or for any public use or purpose whatsoever, it being the intention of Declarant, on behalf of Declarant and its successors and assigns, that this Declaration shall be strictly limited to and for the purposes herein expressed. Each Owner shall have the right to close, if necessary, all or any portion of the Common Road on its Lot from time-to-time for the period of time as may be necessary, in the reasonable opinion of Owner, to prevent a dedication thereof or the accrual of any rights of the public therein; provided, however, prior to such closing (which closing, in any event, shall be for as short a period as is necessary to prevent such dedication or accrual of such public rights), such Owner shall give notice of such closing to, and coordinate such closing with, Manager and such closing shall be subject to Declarant or Manager's approval as to the time and duration of such closing. No Person may dedicate to public use or convey to a Governmental Authority any Common Area without the consent of the Declarant, which may be withheld, conditioned or delayed for any reason. Declarant reserves unto itself the right to dedicate any and all of the Common Roads to public use. If any land within the Property consisting of the Common Areas and Facilities is dedicated for public use or otherwise conveyed to a Governmental Authority, such land will, upon such dedication or other conveyance, no longer be part of the Property. Any such exclusion from the Property will be automatic without the necessity of a recorded amendment to this Declaration or other consent or approval of Declarant or any other Owner.

14.2 Duration. This Declaration shall remain in full force and effect for a period of ninety-nine (99) years from the Effective Date (the "Primary Period"), and thereafter shall, as then in force, be continued automatically for successive periods of twenty (20) years each (each such period being referred to as an "Extension Period") and without further notice, and without limitation, unless, at least ninety (90) days prior to the date of expiration of the Primary Period or Extension Period then in effect, Declarant delivers to any other Owners in the Property written notice of termination, in which event this Declaration shall automatically expire at the end of the Primary Period or Extension Period then in effect. Upon termination of the Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Declaration shall terminate and have no further force or effect; provided, however, that the termination of this Declaration shall not limit or affect any remedy at law or in equity that may exist under this Declaration with respect to any liability, or obligation, accrued or otherwise arising, or to be performed under this Declaration prior to the date of such termination, and, provided further, that all of the easements and the rights and duties related thereto as provided in Section 3 shall continue in effect in perpetuity as to those easements actually in use at the time of the termination of this Declaration until such time as such easements are abandoned or ceased to be used to serve a Lot in the Property.

14.3 Modification and Termination. Except as otherwise expressly provided in Section 14.2 with respect to a possible termination, or in Sections 14.4, 14.5, or other provisions giving specific rights to the Declarant, this Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the written consent of the Owners of Lots comprising at least sixty-six and two-thirds percent (66 2/3%) of the aggregate acreage in square footage of all Lots in the Property.

14.4 Rights of Declarant. Notwithstanding anything to the contrary in Sections 14.2 or 14.3, so long as the Declarant or an entity owned wholly by the Declarant or Affiliate of the Declarant owns any portion of the Property, no such termination, extension, modification or amendment of this Declaration shall be effective without the written approval of the Declarant in its sole discretion.

14.5 Changes and Modifications by Declarant. Declarant shall have the right, at any time as long as it owns any portion of the Property, without the consent of any Owner or any other party and in its sole discretion, to modify, amend or change any of the provisions of this Declaration as Declarant may deem necessary or desirable: (i) to correct errors or omissions herein; (ii) to bring any provision of the Declaration into compliance with any applicable governmental statute, rule, regulation, or judicial determination which is in conflict herewith; (iii) to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property; (iv) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans to make, purchase, insure or guarantee such mortgage loans; (v) to satisfy the requirements of any governmental or quasi-governmental agency; or (vi) in response to changing market conditions. Declarant shall also have the right, at any time as long as it owns any portion of the Property, without the consent of any Owner or any other party and in its sole discretion, to modify, amend or change any of the provisions of this Declaration as may be requested by an Owner or any contract purchaser of a Lot. Notwithstanding the foregoing, no modification, amendment or change otherwise permitted by this Section 14.5 shall adversely affect in a material manner the value of an Owner's Lot or substantially increase the financial obligations of any Owner without the prior written consent of the affected Owner(s) and all Mortgagees of Mortgages encumbering the Lots owned by the affected Owner(s). By acceptance of a deed to any Lot or by the acceptance of any other legal or equitable interest in the Lots, each and every contract purchaser, Owner, Mortgagee or other lienholder or party having a legal or equitable interest in any Lot does automatically and irrevocably name, constitute, appoint and confirm the Declarant as attorney-in-fact for the purpose of executing any such agreement, document, amendment, supplement and other instrument(s) necessary to effect the foregoing subject to the limitations set forth herein. A copy of any such agreement, document, amendment, supplement or other instrument shall be provided to all affected Owners. The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Lots and be binding upon the heirs, personal representatives, successors, transferees and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said power of attorney. Said power of attorney shall be vested in the Declarant at all times as long as it owns any portion of the Property.

14.6 Severability. If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

14.7 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, covenants, conditions or agreements contained herein.

14.8 Interpretation. Whenever the context requires construing the provisions of this Declaration, the use of a gender shall include both genders, use of the singular shall include the plural, and the 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 importance) are used with respect thereto. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party. Unless otherwise provided, references to Sections refer

to the Sections of this Declaration. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its principles of conflicts of law.

14.9 Default by an Owner or Manager. If any Owner fails to comply with the provisions of this Declaration, Manager may (but is not obligated to), after giving at least fifteen (15) days' written notice to the defaulting Owner (or, in the event such lack of compliance relates to a non-monetary obligation which cannot reasonably be performed within such period and it is diligently pursuing compliance, after the defaulting Owner has been granted the period of time reasonably necessary to comply with the provisions of the Declaration but fails to achieve compliance within such period of time), perform or cause to be performed such work or pay such sums as are necessary to comply with the terms of this Declaration (commonly known as self-help remedies), and any such self-help remedy shall not diminish any right to pursue any other legal or equitable remedies available under applicable law against the defaulting Owner. In the event such self-help remedies are pursued, all sums reasonably expended and all costs and expenses reasonably incurred by Manager in connection with such payment or performance shall bear interest from the date expended or incurred (as the case may be) at the Default Interest rate until paid or otherwise satisfied in full, and shall be paid promptly to Manager by the defaulting Owner on written demand. No breach of this Declaration shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration (but such limitation shall not affect any other right or remedy or limit any obligation that any Owner or Manager may have under this Declaration by reason of such breach). If Manager does not pursue its "self-help" remedy, Manager shall use commercially reasonable efforts to enforce the terms of this Declaration using other appropriate means, including civil litigation.

14.10 Restoration.

14.10.1 In the event the whole or any part of the Improvements located on a Lot are damaged or destroyed, the Owner of the Lot to which such damage has occurred shall promptly cause the repair, restoration or rebuilding of the Improvements so damaged or destroyed so that the restored portions of the Lot shall (1) be in the condition existing immediately prior to such damage or destruction, and (2) comply with the applicable requirements of this Declaration. In connection with the above, such Owner shall also promptly remove debris and keep the affected portions of the Lot neat, orderly and well maintained and covered during such repair or reconstruction. Notwithstanding the foregoing, in the event any Building or Improvement is damaged or destroyed to the extent of seventy five percent (75%) or greater, the Owner of such Building or Improvement may, with the consent of Declarant, elect not to restore such damaged or destroyed Building or Improvement, in which event the Owner shall raze the Building or Improvement and landscape the area to a neat and attractive condition consistent with the Property.

14.10.2 Upon any damage or destruction to the Common Areas and Facilities on a Lot, Manager will promptly after the occurrence of the event of damage or destruction, restore, repair or rebuild such damaged or destroyed Common Areas and Facilities. Unless the work of restoration, repair, rebuilding or improvement is carried out pursuant to the original plans and specifications for the construction of the Common Areas and Facilities as determined by Manager, the plans or specifications for such work will be subject to the prior written approval of the Owners of the Lots upon which such Common Areas and Facilities are located, which shall not be unreasonably withheld, conditioned or delayed. Manager will use all commercially reasonable due diligence to complete such restoration and repair of the Common Areas and Facilities as expeditiously as possible with as little delay and as little disruption as circumstances permit. The cost of such restoration shall be paid as an Assessment.

14.11 Condemnation. In the event the whole or any part of a Lot is taken by right of eminent domain or any similar authority of law (or conveyed under threat of the exercise of such right), the entire award for the value of the land and improvements so taken shall belong to the Owner of that portion of the Lot so taken. No other Owner shall claim any portion of such award by virtue of any interest created by this Declaration. In the event of a partial taking, the Owner of the portion of the Lot so condemned shall, at its sole discretion, either restore the remaining portion of the Lot owned by such Owner as nearly as possible to the condition existing just prior to such condemnation or repair the Lot not taken and landscape any areas left unimproved in an attractive manner, without contribution from any Owner of the Lot not so taken. If any Mortgagee of any portion of the Lot requires, pursuant to a provision in a Mortgage, that the portion of the award representing compensation for property actually taken, as distinguished from compensation for severance damage to property not taken, be paid to the Mortgagee, then the Owner required to make such payment to such Mortgagee shall not be obligated to apply such portion of the award to restoration, but shall be required to expend its own funds either to restore the Improvements on the remaining portion of the Lot if restoration is possible, or to raze such Improvements and landscape the area to a neat and attractive condition consistent with the Property.

14.12 Notices. Any notices and requests for approvals or consents and responses thereto required or authorized to be given by the Declarant or any Person subject to the provisions of this Declaration shall be in writing and shall be deemed to be validly served two (2) business days after being sent by certified mail, return receipt requested; one day following deposit with a nationally recognized overnight mail delivery service; or upon actual hand or other delivery to such Person, if addressed as follows:

To the Declarant: Beltway West Utah, LLC
c/o St. John Properties Utah
1064 S. North County Blvd., Suite 190
Pleasant Grove, Utah 84062
Attn: Daniel Thomas

With a copy to: Beltway West Utah
2560 Lord Baltimore Drive
Baltimore, MD 21244
Attn: Larry Maykrantz

Durham Jones & Pinegar
111 S. Main Street, Suite 2400
Salt Lake City, UT 84111
Attn: Gretta C. Spendlove

To any Person subject to this Declaration:

To the mailing address for real property tax bills shown on the
real property tax records of the Salt Lake County, Utah
Assessor's Office with respect to the Lot or portion of the
Property which is the subject matter of such notice.

The Declarant or any Person entitled to receive any notice pursuant to this Declaration may stipulate from time-to-time for itself an address to be substituted for the above address by the giving of written notice to the other at the last address established pursuant to this Section 14.12.

14.13 Mortgagee Protection.

14.13.1 Priority of Declaration. This Declaration established hereby with respect to each Owner and Lot, shall be superior and senior to any lien placed upon any Lot, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the provisions, terms and conditions contained in this Declaration shall be binding upon and effective against any Person (including, but not limited to, any Mortgagee) who acquires title to any Lot or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

14.13.2 Obligations of Mortgagee. Unless and until it enters into possession or acquires title pursuant to foreclosure of any arrangement or proceeding in lieu of foreclosure, any Mortgagee under any Mortgage affecting any part of the Property shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, this Declaration.

14.13.3 Notices; Right to Cure. Any Owner, on delivering to the other Owner any notice, demand or other communication pursuant to the provisions of this Declaration, shall at the same time deliver (by means authorized in Section 14.12), copies of such notice to each affected Mortgagee at the latest address provided to such Owner by such Mortgagee. Although otherwise effective with respect to the Owner receiving such notice, no notice delivered to any Owner shall affect any rights or remedies of any Mortgagee unless a copy of such notice has been delivered to such Mortgagee in accordance with the immediately preceding sentence. Each Mortgagee shall have the right to remedy a default, or cause the same to be remedied within the time allowed to the defaulting Owner plus, in the case of monetary defaults, an additional fifteen (15) days and, in the case of non-monetary defaults, an additional thirty (30) days (or, in the event a default is a non-monetary default which cannot reasonably be cured within such period and Mortgagee is diligently pursuing compliance, within the period of time reasonably necessary to cure the default).

14.13.4 Performance. Each Mortgagee shall have the right to act for and in the place of the Owner of that portion of the Property covered by its Mortgage, to the extent permitted by the applicable Mortgage or otherwise agreed to by such Owner in writing. Any Owner shall accept performance by or on behalf of any Mortgagee as if the same had been performed by the other Owner. Such acceptance shall not create any additional rights as against such Owner in such Mortgagee, nor shall such Mortgagee be subrogated to any interest or right of such Owner. Each Mortgagee shall have the right, to the extent the Owner of that portion of the Property covered by the Mortgage concerned agrees in writing, to appear in a legal action or proceeding on behalf of such Owner in connection with such portion of the Property.

14.13.5 Recognition. On request, Declarant agrees to execute, acknowledge and deliver to any Mortgagee an instrument prepared by the Mortgagee concerned, acknowledging that such Mortgagee is entitled to the benefits of this Section 14.13.

14.14 Transfer of Property; Release On Transfer. If any Owner transfers all or any portion of the Property owned by such Owner, the transferee shall automatically be deemed to have assumed and agreed to be personally bound by the covenants of such Owner contained in this Declaration. On and after the date an Owner transfers (other than merely for purposes of security) or is otherwise divested of such Owner's interest in the Property, such Owner shall be relieved of all liabilities and obligations under this Declaration related to such Property as of the date of recordation in the Official

Records of the instrument effecting such transfer, except for such liabilities or obligations as may have accrued as of the date of such transfer or divestiture.

14.15 No Waiver. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration in the future. A waiver as to one Owner shall not constitute a waiver as to any other Owner.

14.16 Attorneys' Fees. If any action is brought because of a default under or to enforce or interpret this Declaration, in addition to the relief to which such party is entitled, the party prevailing in such action shall be awarded and the unsuccessful party shall pay reasonable attorneys' fees, court costs, and other litigation expenses (including, without limitation, costs of investigation, settlement, expert witnesses, or any additional costs incurred in enforcing this Declaration, and those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

14.17 Force Majeure. Any Owner or other Person obligated under this Declaration shall be excused from performing any obligation set forth in this Declaration, except the payment of money, so long as (but only so long as) the performance of such obligation is prevented or delayed by an act of God, weather, avalanche, fire, earthquake, flood, explosion, act of the elements, war, invasion, insurrection, riot, malicious mischief, vandalism, larceny, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, order of government or civil defense authorities or any other cause reasonably beyond the control of the Owner or other Person prevented or delayed.

14.18 Not a Partnership; No Third Party Beneficiaries. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between Declarant or Manager and any other Owner. There shall be no third party beneficiaries created by the terms of this Declaration.

14.19 Estoppel Certificate. Manager and each Owner agree that upon written request (which shall not be more frequent than one (1) time during any calendar year) of any other Owner or Manager, it will issue within thirty (30) days after receipt of such request to such Owner or Manager, or its prospective Mortgagee or successor, an estoppel certificate stating to the best of the issuer's knowledge as of such date:

14.19.1 whether it knows of any default under this Declaration by the requesting party, and if there are known defaults, specifying the nature thereof in reasonable detail;

14.19.2 whether this Declaration has been modified or amended in any way by it and if so, then stating the nature thereof in reasonable detail;

14.19.3 whether this Declaration is in full force and effect;

14.19.4 whether conditions exist which, with the passage of time and/or giving of notice, or both, will become a default by the requesting party and, if so, specifying any such conditions;

14.19.5 whether all sums due by the requesting party to Manager (if the request is to Manager) or any other Owner (if the request is to such other Owner) have been paid as of the date of such request, or specifying such failure; or

14.19.6 whether Manager (if the request is to Manager) or any other Owner (if the request is to such other Owner) has any off-sets, claims, or demands against the requesting party.

Such estoppel certificate shall act to estop the issuer from asserting a claim or defense against a bona fide encumbrancer or purchaser for value to the extent that such claim or defense is based upon facts known to the issuer as of the date of the estoppel certificate which are contrary to the facts contained therein, and such bona fide purchaser or encumbrancer has no knowledge of facts to the contrary. The issuance of an estoppel certificate shall in no event subject the issuer to any damages owed to the requesting party for the negligent or inadvertent failure of the issuer to disclose correct and/or relevant information, nor shall such issuance be construed to waive any rights of the issuer to perform an audit or obtain an adjustment with respect to Common Expenses for any year it is entitled to do so.

14.20 Security. Neither Manager nor Declarant shall in any way be considered insurers or guarantors of the security within the Property. Neither Manager nor Declarant shall be held liable for any loss or damage for failure to provide security or for the ineffectiveness of any security measure undertaken. Owners and Occupants of any Lot and all Occupants and Permittees of any Owner assume all risks for loss or damage to persons and Improvements on a Lot, and further acknowledge that Manager and Declarant have made no representations or warranties, nor has any Owner, Occupant, or Permittee of any Owner relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems recommended or installed or any security measures undertaken within the Property.

14.21 Venue. Venue for any legal action relating to this Declaration shall lie in the District Court in and for Salt Lake County, Utah.

14.22 Rules and Regulations. The Declarant and/or Manager may adopt reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration, provided such rules and regulations do not materially interfere with the approved use of any Lot or constitute a material modification of the provisions of this Declaration.

14.23 Cooperation. Declarant and the Owners shall cooperate in good faith in the implementation and effectuation of this Declaration.

12.24 Entire Agreement. This Declaration constitutes the entire agreement of Declarant with respect to the subject matter thereof, and supersedes all prior agreements, written and oral.

[Remainder of page intentionally left blank. Signature page to follow.]

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

BELTWAY WEST UTAH, LLC,
a Maryland limited liability company

ST. JOHN PROJECTS, LLC,
a Delaware limited liability company

By: EDWARD ST. JOHN, LLC,
a Delaware limited liability company
Its: General Manager

By: Edward A. St. John
Its: General Manager

STATE OF MARYLAND)
):ss
COUNTY OF BALTIMORE)

I HEREBY CERTIFY, that on this ____ day of _____, 20____, before me, the undersigned Notary Public of said State, personally appeared Edward A. St. John, who acknowledged himself to be the General Manager of Edward St. John, LLC, which entity is the manager of St. John Projects, LLC, which entity is the manager of Beltway West Utah, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

WITNESS my hand and Notarial Seal:

NOTARY PUBLIC

My Commission Expires:

**Schedule of Exhibits
to
Declaration of Covenants, Conditions, Restrictions
and Grant of Easements
for
Beltway West**

Exhibit A – Legal Description of Property

Exhibit B – Site Plan of Property

Exhibit C – Consent of Lender

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

BELTWAY WEST SUBDIVISION BOUNDARY, ACCORDING TO THE OFFICIAL PLAT THEREOF IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

The Beltway West Subdivision has the following boundary description:

Beginning at a point on the East Right of Way Line of 2700 West Street, said point being South 00°00'47" West 1098.00 feet and South 89°50'08" East 50.00 feet from the North Quarter Corner of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 89°50'08" East 200.00 feet;
thence North 00°00'47" East 7.00 feet;
thence South 89°50'08" East 110.00 feet;
thence North 75°38'10" East 51.99 feet;
thence North 08°30'00" West 1.41 feet;
thence North 81°30'00" East 100.74 feet;
thence North 08°30'00" West 15.00 feet;
thence North 81°30'00" East 50.00 feet;
thence North 08°30'00" West 3.06 feet;
thence North 81°30'00" East 110.00 feet;
thence North 08°30'00" West 15.00 feet;
thence South 89°50'08" East 161.85 feet;
thence North 03°18'00" East 20.23 feet;
thence South 81°00'00" East 753.51 feet;
thence South 08°26'03" West 224.38 feet;
thence South 15°56'50" West 152.96 feet;
thence South 08°26'03" West 563.47 feet;
thence Southwesterly 196.78 feet along the arc of a 5,869.58 feet radius curve to the left (center bears South 81°33'57" East and the chord bears South 07°28'25" West 196.77 feet with a central angle of 01°55'15");
thence Northwesterly 420.10 feet along the arc of a 1,474.36 feet radius curve to the right (center bears North 39°35'27" East and the chord bears North 42°14'47" West 418.68 feet with a central angle of 16°19'33");
thence North 30°02'54" West 293.10 feet;
thence North 23°44'23" West 48.60 feet;
thence South 89°57'59" West 474.19 feet;
thence North 00°26'45" East 407.02 feet;
thence North 89°25'15" West 418.42 feet;
thence North 00°00'47" East 108.91 feet to the point of beginning.

Contains 846,842 Square Feet or 19.441 Acres and 5 Lots

EXHIBIT B
SITE PLAN

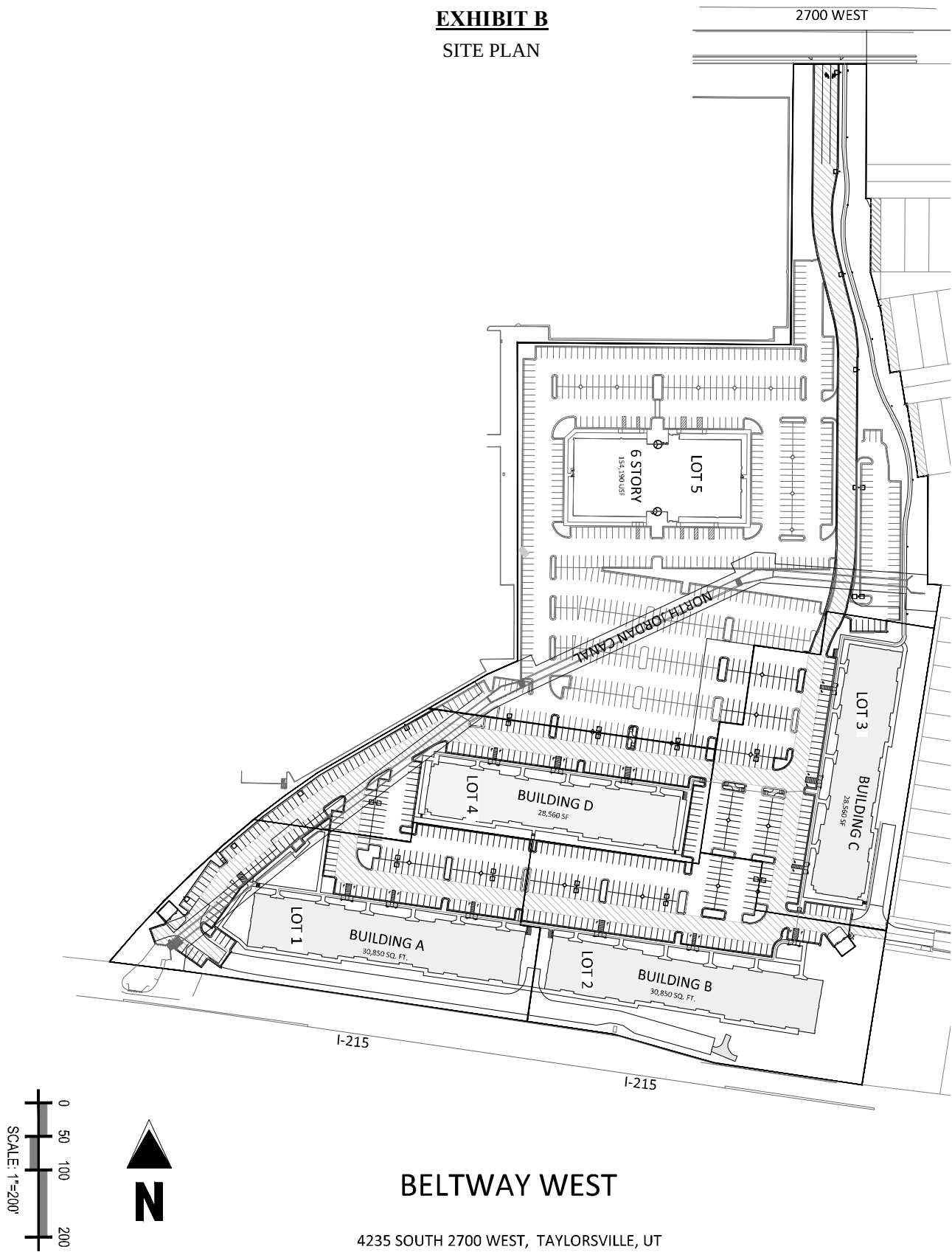


EXHIBIT C

**CONSENT AND SUBORDINATION
TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
GRANT OF EASEMENTS
FOR
BELTWAY WEST**

THIS CONSENT AND SUBORDINATION (this “Consent”) is attached to and forms part of that certain Declaration of Covenants, Conditions, Restrictions, and Grant of Easements for Beltway West, dated the ____ day of _____, 20 ____ (the “Declaration”) by Beltway West Utah, LLC, a Maryland limited liability company (“BWU”). All of the capitalized terms used in this Consent shall have the meanings that are set forth for such terms in the Declaration.

THE UNDERSIGNED is the holder of a mortgage on the Property which secures a certain Deed of Trust, Assignment, Fixture Filing and Security Agreement, by BWU, as Trustor, to and in favor of First American Title Insurance Company, as Trustee, and Manufacturers and Traders Trust Company, as Beneficiary, dated the 8th day of May, 2019, and recorded the 8th day of May, 2019, as Entry No. 12984438, in the Recorder’s Office for Salt Lake County, Utah, as may be amended (the “Deed of Trust”). The Undersigned is also the holder of certain financing statements and assignments of interest in leases recorded against the Property (collectively, with the Deed of Trust, the “Lien Instruments”).

THE UNDERSIGNED hereby (1) consents to the Declaration to be recorded on or about the date hereof; (2) consents to the recordation of the Declaration in the official records of the Salt Lake County, Utah Recorder’s office; and (3) subordinates the lien and encumbrances of the Lien Instruments to the Declaration, in the same manner and as fully as if its liens had been created subsequent to the date of recordation of the Declaration.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the undersigned, by and through its duly authorized and appointed officers, has caused this Consent to be executed, its seal affixed hereto, and delivered as of the ____ day of _____, 20____.

MANUFACTURERS AND TRADERS TRUST COMPANY,
a New York banking corporation

By: _____

Name: _____

Its: _____

STATE OF _____)
);ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, the _____ of Manufacturers and Traders Trust Company, a New York banking corporation.

Notary Public

Residing at: _____

My Commission Expires: _____

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND GRANT OF EASEMENTS**

BELWAY WEST

(Recorded _____, 20__)

TABLE OF CONTENTS

<u>1</u>	<u>DEFINITIONS</u>	<u>2</u>
<u>2</u>	<u>PROPERTY SUBJECT TO DECLARATION</u>	<u>8</u>
2.1	General Declaration Establishing Beltway West	8
2.2	Annexation	8
2.3	De-annexation	9
2.4	Dedication of Public Roads and Improvements	9
<u>3</u>	<u>EASEMENTS</u>	<u>9</u>
3.1	Development Easements	9
3.2	Common Road Easements	10
3.3	Cross-Access Easements	10
3.4	Utility Lines and Facilities Easements	10
3.5	Temporary Construction Easement	11
3.6	Sign Area Easement	11
3.7	Green Scape Area Easement	12
3.8	Easement for Encroachments	12
3.9	Storm Water Drainage Easement	12
3.10	No Merger	13
3.11	Easement Rules	13
<u>4</u>	<u>CONSTRUCTION</u>	<u>13</u>
4.1	Building Location	13
4.2	Land and Building Development Standards	14
4.3	Construction Requirements	15
<u>5</u>	<u>MANAGER'S RIGHTS AND RESPONSIBILITIES</u>	<u>15</u>
5.1	Manager's Maintenance and Repair of Common Areas and Facilities	15
5.1.1	Common Roads	15
5.1.2	Sign Easement Areas	16
5.1.3	Green Scape Areas	16
5.1.4	Lighting	16
5.1.5	Obstructions	16
5.1.6	Common Drainage System	16
5.1.7	Utility Lines and Sanitary Sewage System	17
5.2	Manager's Maintenance and Repair of Lots	17
5.3	Capital Improvements	17

5 MANAGER'S RIGHTS AND RESPONSIBILITIES (continued)

- 5.4 Contracting for Maintenance 17
- 5.5 Nonprofit Entity in the Future 17
- 5.6 Acceptance of Common Areas and Facilities 17
- 5.7 Liability 17

6 OPERATION OF THE PROPERTY 18

- 6.1 Permitted Uses
- 6.2 Prohibited Uses 18
- 6.3 Antennas 20
- 6.4 Hazardous Materials 20
- 6.5 Taxes 21
- 6.6 Parking 21
- 6.7 Signs 21
- 6.8 Animals 22
- 6.9 Equipment 22
- 6.10 Landscaping 22
- 6.11 Maintenance of Buildings 22
- 6.12 Prohibited Activities at the Property 22

7 BUDGET APPROVAL 23

8 ASSESSMENTS 23

- 8.1 Establishment of Assessments 23
- 8.2 General, Limited, and Special Assessments 24
- 8.3 Owners' Payment of Assessments 24
- 8.4 Inspection of Records 24

9 ENFORCEMENT REMEDIES 25

- 9.1 Creation of Lien; Notice of Default; Foreclosure 25
- 9.2 Interest 25
- 9.3 Other Remedies 25

10 COMMON AREAS AND FACILITIES 26

- 10.1 No Obstruction 26
- 10.2 Alteration, Relocation, or Changes to Common Areas and Facilities 26

11 INSURANCE AND INDEMNITY 27

- 11.1 Minimum Insurance Requirements 27
- 11.2 Construction Insurance Requirements 27
- 11.3 Improvement Insurance Requirements 28
- 11.4 Lot Owners' Insurance Requirements 28
- 11.5 Standards for Insurance Providers 29
- 11.6 Manager Responsibility in Event of Owner Default 29
- 11.7 Waiver of Owner Claims 29
- 11.8 Indemnification 29
- 11.9 Owner Self-Insurance Requirements 30

12 REPURCHASE RIGHTS 30

13 ASSIGNMENT ALLOWED 30

14 MISCELLANEOUS 31

14.1	No Public Dedication; Effects of Dedication	31
14.2	Duration	31
14.3	Modification and Termination	32
14.4	Rights of Declarant	32
14.5	Changes and Modifications of Declarant	32
14.6	Severability	33
14.7	Captions and Headings	33
14.8	Interpretation	33
14.9	Default by an Owner or Manager	33
14.10	Restoration	34
	14.10.1 Owner Responsibilities	34
	14.10.2 Manager Responsibilities	34
14.11	Condemnation	34
14.12	Notices	35
14.13	Mortgagee Protection	35
	14.13.1 Priority of Declaration	35
	14.13.2 Obligations of Mortgagee	36
	14.13.3 Notices; Right to Cure	36
	14.13.4 Performance	36
	14.13.5 Recognition	36
14.14	Transfer of Property; Release on Transfer	36
14.15	No Waiver	37
14.16	Attorneys' Fees	37
14.17	Force Majeure	37
14.18	Not a Partnership; No Third Party Beneficiaries	37
14.19	Estoppel Certificate	37
14.20	Security	38
14.21	Venue	38
14.22	Rules and Regulations	38
14.23	Cooperation	39
14.24	Entire Agreement	39

EXHIBIT A Legal Description of Property 42

EXHIBIT B Site Plan of Property 44

EXHIBIT C Consent and Subordination to Declaration 45