

MUT: 05042464

Parcel: 26-11-151-002

When Recorded, Mail to:
 Bingham Park, L.C.
 P.O. Box 520370
 Salt Lake City, Utah 84152-0370
 Attention: Steven M. Perry

9570009
 12/1/2005 4:19:00 PM \$68.00
 Book - 9225 Pg - 333-337
 Gary W. Ott
 Recorder, Salt Lake County, UT
 METRO NATIONAL TITLE
 BY: eCASH, DEPUTY - EF 5 P.

**SUPPLEMENT NO. 10 TO DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR BINGHAM BUSINESS PARK**

THIS SUPPLEMENT NO. 10 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BINGHAM BUSINESS PARK (this "Supplement No. 10") is made this 29 day of November, 2005, by BINGHAM PARK, L.C., a Utah limited liability company ("Declarant").

RECITALS:

A. On April 14, 1999 Declarant caused to be recorded in the Office of the Recorder of Salt Lake County, Utah the subdivision plat (the "Plat") for Bingham Business Park as Entry No. 7322350.

B. In connection with the creation of Bingham Business Park, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Bingham Business Park dated June 26, 2000 (the "Initial Declaration"). The Initial Declaration was recorded in the Office of the Recorder of Salt Lake County, Utah on June 27, 2000 as Entry No. 7668499 in Book 8371 at Pages 1663 through 1679. The Initial Declaration pertains to and affects all of Lots 1 through 10, inclusive, and Lot 19 of Bingham Business Park.

C. Section 1.1(1) of the Initial Declaration contains a definition of the "Property" that is subject to the terms and conditions of the Initial Declaration. Section 1.1(1) of the Initial Declaration provides that the term "Property" shall mean all of Lots 1 through 10, inclusive, and Lot 19 of Bingham Business Park, located in the City of West Jordan, Salt Lake County, State of Utah, as subdivided by the Plat which was recorded on April 14, 1999 as Entry No. 7322350 in the Office of the Recorder of Salt Lake County, Utah, and any other Lots within Bingham Business Park that may be subjected to the Initial Declaration by a Supplemental Declaration executed and recorded by Declarant or by the then owner of the property within Bingham Business Park that is subjected to the Initial Declaration.

D. The Initial Declaration was supplemented and amended by those certain Supplements to Declaration of Covenants, Conditions and Restrictions for Bingham Business Park as shown on *EXHIBIT "A"* to this document (the "Supplements").

E. Declarant owns Lot 30 of Bingham Business Park (herein individually referred to as "Lot 30). Pursuant to Section 1.1(l), Declarant desires to subject Lot 30 to the Initial Declaration, as supplemented and amended

F. Declarant will convey all of Lot 30 subject to all the covenants, conditions and restrictions as set forth in the Initial Declaration, as supplemented and amended by the

Supplements and as supplemented and amended by this Supplement No. 10, all of which are deemed to be covenants running with the land, mutually burdening and benefiting all of the Property subject to the Initial Declaration, as supplemented and amended by the Supplements.

ARTICLE I

DECLARATION

1.1 Initial Declaration Incorporated by Reference. The Initial Declaration as supplemented and amended by Supplement No. 1, 2, 3, 4, 5, 6, 7, 8 and 9 in its entirety is hereby incorporated by reference and made a part of this Supplement No. 10 as though it were set forth herein in its entirety. The Initial Declaration, as supplemented and amended by Supplements No. 1, 2, 3, 4, 5, 6, 7, 8 and 9 and as supplemented and amended by this Supplement No. 10 shall herein collectively be referred to as "this Declaration."

1.2 Lot 30 Subjected to this Declaration. Declarant hereby declares that all of Lot 30 is subject to this Declaration, and Lot 30, together with all of Lots 1 through 10, inclusive and Lot 11, 12, 13, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 31, 32, 38, 39, 40 and 41 of Bingham Business Park, shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to and in strict accordance with all of the terms and conditions of this Declaration, including without limitation all of the covenants, conditions and restrictions set forth herein, all of which are created for the mutual benefit of the Owners of the Property. All of the terms and conditions of this Declaration, including without limitation all covenants, conditions and restrictions set forth herein, are intended to and shall in all cases run with the title of the land comprising the Property and shall be binding upon and inure to the benefit of the Owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in the Property. All of the terms and conditions of this Declaration, including without limitation the covenants, conditions and restrictions set forth herein, shall be binding upon Declarant as well as all of Declarant's successors in interest, and may be enforced by Declarant, by the Architectural Committee, or by any Owner.

ARTICLE II

DEFINITIONS

2.1 All of the terms which are defined in the Initial Declaration shall continue to have the same meaning when used in this Declaration, except with respect to the following terms defined in Section 1.1 of the Initial Declaration, which are hereby amended to have the following meanings:

(e) "Declaration" shall mean the Initial Declaration, as supplemented and amended by Supplement No. 1, 2, 3, 4, 5, 6, 7, 8 and 9 and as supplemented and amended by this Supplement No. 10, together with any subsequent supplements or amendments to this Declaration.

(l) "Property" shall mean all of Lots 1 through 10, inclusive, Lots 11, 12, 13, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 30, 31, 32, 38, 39, 40 and 41 of Bingham Business Park,

located in the City of West Jordan, Salt Lake County, Utah, as subdivided by the Plat which was recorded on April 14, 1999 as Entry No. 7322350 in the Office of the Recorder of Salt Lake County, Utah, and any other Lots within Bingham Business Park that may be subjected to this Declaration by a Supplemental Declaration executed and recorded by Declarant or by the then owner of the property within Bingham Business Park that is subjected to this Declaration.

ARTICLE III

ADDITIONAL AMENDMENT

- 3.1 Lot 30 shall be subject to all of the conditions, requirements and obligations of the Declaration, except as modified and/or amended by the addition of Section 8.9 to these Declarations, which shall read as follows:

8.9. Verizon Wireless (VAW), LLC, ("VZW"), or its affiliate or predecessor-in-interest, as the purchaser of Lot 30, desires to construct on Lot 30 a switch and communications facility ("Facility"), together with a sixty-foot (60') communications tower ("Tower"). Declarant and the Architectural Committee established by Declarant, have reviewed elevation drawings and site plans setting forth the proposed visual appearance for Lot 30. Declarant and the Architectural Committee have approved and consented to VZW's elevation drawings and site plans for the Facility and Tower on Lot 30. Declarant and the Architectural Committee further acknowledge, consent and approve the following: (a) The use for Lot 30 as provided in Section 5.1 of the Declaration shall be expanded to provide for VZW's use of Lot 30 as a Facility and Tower; (b) VZW's Facility shall be constructed generally in accordance with the elevation drawings and site plans previously reviewed and approved by Declarant and the Architectural Committee; (c) VZW's Tower shall be constructed pursuant to the elevation drawings and site plans dated July 26, 2005 previously reviewed and approved by Declarant and the Architectural Committee, which allow VZW to construct the Tower with microwave dishes attached; (d) At any time after the fifth anniversary of VZW's purchase of the Lot 30, VZW shall have the right should it deem it necessary, to install an antenna array on the Tower; (e) Declarant further acknowledges that due to changes in communications technology that VZW may need to upgrade its equipment on the Tower from time to time; Declarant hereby consents and approves VZW's right to future upgrades so long as the upgrades do not increase the visual impact of the Tower, which upgrades shall be at VZW's sole discretion and shall not require any consent or approval of the Declarant or the Architectural Committee. In the event that VZW requires upgrades to the Tower that would affect the visual impact of the Tower, VZW agrees to obtain the required approval from the Architectural Committee.

ARTICLE IV

Except as expressly provided in this Supplement No. 10, all other terms and conditions of the Declaration are unmodified and remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Supplement No. 10 as of the date first above written.

BINGHAM PARK, L.C., a Utah limited liability company

By: Pacific Commercial Properties Corp, a Utah Corporation, Manager.

By: [Signature]
Douglas K. Anderson
Title: President

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 29 day of Nov, 2005 by Douglas K. Anderson in his capacity as the President of Pacific Commercial Properties Corp., a Utah corporation, which executed the foregoing instrument in its capacity as the Manager of Bingham Park, L.C., a Utah limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake, UT

My Commission Expires:
7-14-2007

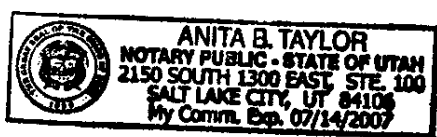


EXHIBIT "A"

This EXHIBIT "A" is attached and made part of that certain SUPPLEMENT NO. 10 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BINGHAM PARK Dated November 21, 2005 wherein Bingham Park, L.C. is the "Declarant".

Supplement No. 1 to Declaration of Covenants, Conditions and Restrictions for Bingham Business Park:

Recorded	SEPTEMBER 19, 2000
Entry No.	7721491
Book/Page	8388/5212

Supplement No. 2 to Declaration of Covenants, Conditions and Restrictions for Bingham Business Park:

Recorded	APRIL 18, 2003
Entry No.	8616880
Book/Page	8780/3134

Supplement No. 3 to Declaration of Covenants, Conditions and Restrictions for Bingham Business Park:

Recorded	DECEMBER 31, 2003
Entry No.	8936967
Book/Page	8929/4404

Supplement No. 4 to Declaration of Covenants, Conditions and Restrictions for Bingham Business Park:

Recorded	MARCH 11, 2004
Entry No.	9001558
Book/Page	8956/7489

Supplement No. 5 to Declaration of Covenants, Conditions and Restrictions for Bingham Business Park:

Recorded	JUNE 18, 2004
Entry No.	9054394
Book/Page	9002/7617

Supplement No. 6 to Declaration of Covenants, Conditions and Restrictions for Bingham Business Park:

Recorded	NOVEMBER 18, 2004
Entry No.	9226251

Supplement No. 7 to Declaration of Covenants, Conditions and Restrictions for Bingham Business Park:

Recorded	MARCH 09, 2005
Entry No.	9318253
Book/Page	9103/3400

Supplement No. 8 to Declaration of Covenants, Conditions and Restrictions for Bingham Business Park:

Recorded	MARCH 14, 2005
Entry No.	9322226
Book/Page	9105/513

Supplement No. 9 to Declaration of Covenants, Conditions and Restrictions for Bingham Business Park:

Recorded	November 3, 2005
Entry No.	9544148
Book/Page	9213/1594