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Recorded DEC 20 1978 327
Request of
for ASSOCIATED TITLE COMPANY
KATIE L. DIXON, Recorder
Salt Lake City, Utah
\$ By C. Wayne Maberry deputy
Ref. C. Wayne Maberry

GRANT OF EASEMENTS
AND
COVENANTS, CONDITIONS
AND RESTRICTIONS

FOR VALUE RECEIVED, the undersigned, CANYON CENTER #1, a Utah Limited Partnership, hereby GRANTS, DECLARES, ACKNOWLEDGES and AGREES as follows:

1. OWNERSHIP OF PARCELS. The undersigned is the owner of Parcels A and B situated in Sandy, Salt Lake County, State of Utah which parcels are more particularly described in Exhibit "A" attached hereto and incorporated herein.

2. EASEMENT FOR INGRESS AND EGRESS. The owner(s) of Parcels A and B, their respective successors, assigns, tenants, customers, invitees and employees shall have non-exclusive rights of way and easements for ingress and egress for vehicular and pedestrian traffic over, upon and across the driveways and access ways, entrances, exits and other common areas of said Parcels as the same are constructed and established from time to time.

3. EASEMENT FOR PARKING. The owners of Parcels A and B, their respective successors, assigns, tenants, customers, invitees and employees shall have non-exclusive and common parking rights and privileges upon the parking areas of Parcels A and B as established from time to time.

4. RESTRICTIVE COVENANTS. The following use and development restrictions shall apply to Parcels A and B:

A. At all times there shall be parking spaces located on Parcels A and B in the combined ratio of at least 4.5 parking spaces for each 1,000 square feet of net rentable building area.

B. The owner(s) of Parcels A and B, or their tenants shall adequately maintain the lighting, parking, walks, drives, and landscaping areas on said Parcels at its or their expense. If an owner of Parcel A or Parcel B or any part thereof shall, after 30 days prior written notice from another owner of Parcel

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A, Parcel B or any part thereof, fail to maintain the lighting, parking, walks, drives or landscaping on said parcels, the owner giving such notice may enter upon such property and cause such maintenance or repairs to be performed or made. All reasonable costs and expenses incurred in repairing/^{and/or maintaining}the defaulting owner's property shall be paid by the defaulting owner immediately upon demand. In the event such costs and expenses are not immediately paid, the owner who performed the work may file a lien of record against the defaulting owner's property in the amount of such costs and expenses.

CA C. Any building(s) constructed on Parcel B shall in the ~~sole~~ ^{reasonable} judgment of AEtna Life Insurance Company (so long as AEtna Life Insurance Company shall have an interest in Parcel A and/or Parcel B) be compatible in architectural design with the buildings on Parcel A.

D. Any buildings constructed on Parcel B shall not exceed two stories in height excepting any building(s) constructed on the area designated as "Pad" and outlined in black on the attached Exhibit "B" which is incorporated herein, which shall not exceed one and one-half stories in height.

5. COVENANTS RUNNING WITH THE LAND. It is understood and agreed that the rights, easements and restrictions herein granted shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the owner(s) of Parcels A and B, their respective successors and assigns.

IN WITNESS WHEREOF, this Agreement is executed this 20th day of December, 19 78.

CANYON CENTER #1, a Limited Partnership

By the General Partner thereof
CROW-PAUL #1, LIMITED, a Utah
Limited Partnership

By Charles R. Paul
Charles R. Paul, General
Partner

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STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 20th day of December, 19 78, before me, a Notary Public in and for said State, personally appeared Charles R. Paul, known to me to be the only general partner of Crow-Paul #1, Limited, a Utah Limited Partnership, which is the only general partner of Canyon Center #1, a Utah Limited Partnership that executed the within instrument, and acknowledged to me that Canyon Center #1 executed the same.

NOTARY
COMMISSION EXPIRES
7-8-81

[Handwritten Signature]
Notary Public in and for
said County and State

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EXHIBIT "A"
LEGAL DESCRIPTION

Legal description of real property located in Sandy, Salt Lake County, State of Utah and more particularly described as follows:

PARCEL A

Beginning at a point North 89°56'00" East 106.00 feet along the section line and North 00°21'28" East 53.00 feet from the Southwest corner of Section 3, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 89°56'00" East 373.00 feet along the Northerly right of way line of 9400 South Street; thence North 00°04'00" West 297.50 feet; thence North 89°56'00" East 270.00 feet; thence North 00°04'00" West 137.50 feet; thence North 89°56'00" East 27.00 feet; thence North 00°04'00" West 95.00 feet; thence South 89°56'00" West 69.00 feet; thence North 00°04'00" West 73.00 feet; thence South 89°56'00" West 103.00 feet; thence North 00°04'00" West 61.24 feet; thence South 89°56'00" West 322.30 feet; thence South 00°04'00" East 30.24 feet; thence South 89°56'00" West 171.00 feet to the Easterly right of way line of 2000 East Street; thence South 00°21'28" West 634.02 feet along said Easterly line to the point of beginning.

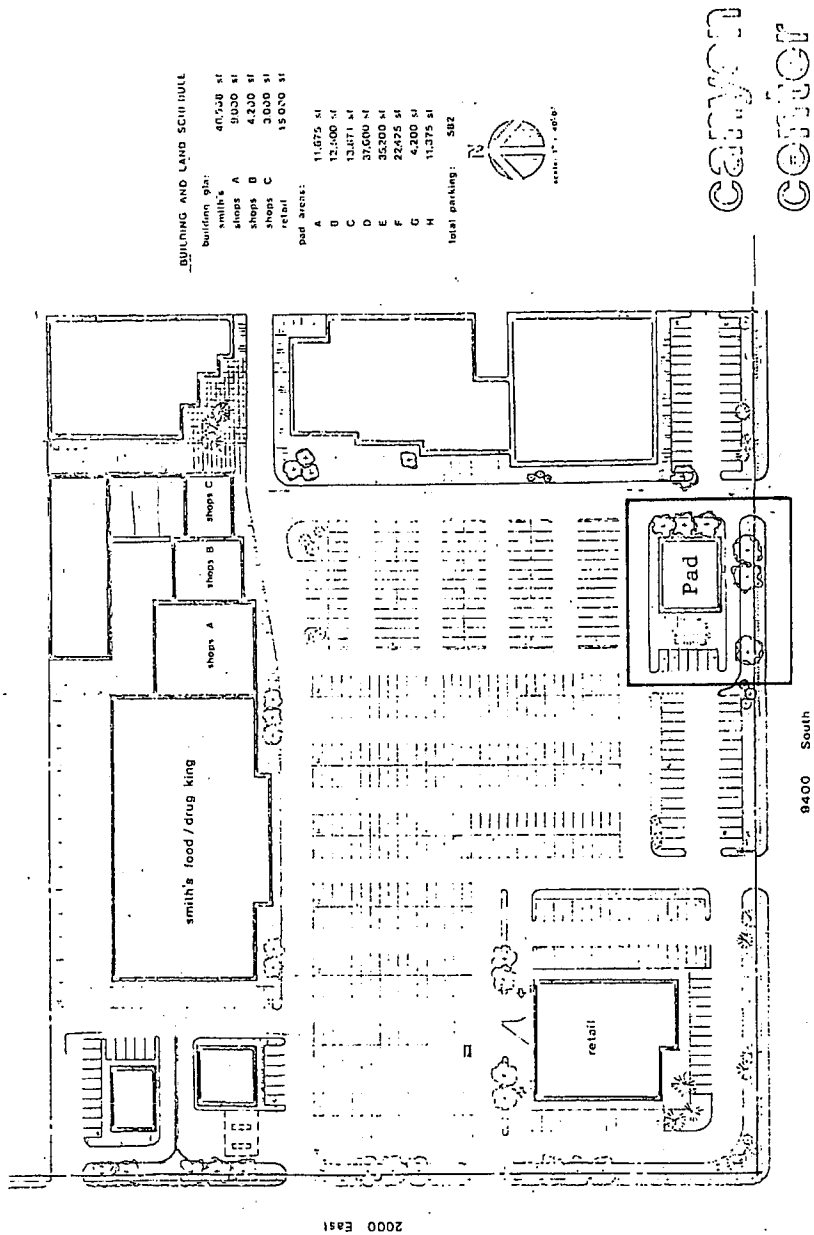
PARCEL B

Commencing at a point North 00°21'28" East 53.00 feet and North 89°56'00" East 106 feet from the Southwest corner of Section 3, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 00°21'28" East 664.26 feet; thence North 89°56'00" East 801.87 feet, more or less, to a survey point; thence South 00°04'00" East 663.74 feet, more or less to the North right-of-way line of 9400 South Street; thence South 89°56'00" West 806.81 feet, more or less, to the place of commencement.

Less and excepting Parcel A.

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EXHIBIT B



BUILDING AND LAND SCHEDULE

building sq. ft.	487,500
shops	9,000
shops A	3,000
shops B	4,200
shops C	3,000
retail	19,800
pad	582
total parking	582



canyon center