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DECLARATION CONCERNING AIRPORT
OPERATION AND MAINTENANCE

THIS INSTRUMENT, dated (for purposes of identification) as of January 8, 1985, is executed by WOODS CROSS AIR PARK, a Utah Limited Partnership ("Woods Cross"), whose address is 4455 South Seventh East, Suite 300, Salt Lake City, Utah 84107, by MOUNTAIN FUEL SUPPLY COMPANY, a Utah Corporation ("Mountain Fuel"), whose address is 180 East First South, P.O. Box 11368, Salt Lake City, Utah 84139, and by such other parties, if any, as are signatories to this instrument (all of which parties, including Woods Cross and Mountain Fuel, are hereinafter sometimes collectively referred to as the "Signatories," and each or any of which parties is hereinafter sometimes referred to merely as a "Signatory").

RECITALS:

- A. Each of the Signatories has an interest in a portion of the "Entire Tract" referred to and described below.
- B. Within and/or adjacent to said Entire Tract are, among other things, the "Airport Facilities" referred to and described below. Woods Cross is currently the Owner of the Airport Facilities.
- C. Said Entire Tract also includes, among other things, the "Mountain Fuel Parcel" referred to and identified below. Mountain Fuel is currently the Owner of the Mountain Fuel Parcel.
- D. Said Entire Tract also includes, among other things, Lots 1 through 17, Skypark "T" Hanger, Plat "A," a subdivision located in the City of Woods Cross, Davis County, Utah. Said subdivision is or may be currently affected by the "Original T-Hanger Plat A Covenants" referred to and identified below. Woods Cross is the successor in interest to Kent Truscott, the party that was the Grantor under each of the Deeds that established said Original T-Hanger Plat A Covenants, and Woods Cross is currently the owner of the airport and the airport facilities referred to in said Original T-Hanger Plat A Covenants.
- E. Said Entire Tract also includes, among other things, the 11 or 12 Lots that are or may be currently affected by the "Original T-Hanger Plat None Covenants" referred to and identified below. Woods Cross is the successor in interest to Intermountain Skypark, the Utah Limited Partnership that was the Grantor under each of the Deeds that established said Original T-Hanger Plat None Covenants, and Woods Cross is currently the owner of the airport and the airport facilities referred to in said Original T-Hanger Plat None Covenants.

F. Said Entire Tract also includes, among other things, Lots 1 through 11, Skypark "T" Hangers, Plat "B," a subdivision located in the City of Woods Cross, Davis County, Utah. Said subdivision is or may be currently affected by the "Original T-Hanger Plat B Declaration" referred to and identified below. Woods Cross is the successor in interest to Skypark Development, the Utah General Partnership that constituted the "Declarant" under said Original T-Hanger Plat B Declaration.

G. Said Entire Tract also includes, among other things, Lots 1 through 83, Skypark Industrial Park, a subdivision located in the City of Woods Cross, Davis County, Utah. Said subdivision is or may be currently affected by the "Original Industrial Park Declaration" referred to and identified below. Woods Cross is the successor in interest to Skypark Development, the Utah General Partnership that constituted the "Developer" under said Original Industrial Park Declaration.

H. The Original T-Hanger Plat A Covenants, the Original T-Hanger Plat None Covenants, the Original T-Hanger Plat B Declaration, and the Original Industrial Park Declaration each makes provision for the imposition against the Lots (or against the Owners of the Lots) covered thereby of certain charges or assessments, for purposes of paying or defraying costs of operating and maintaining the Airport Facilities. The Signatories desire to provide for a similar arrangement of charges and assessments to apply as regards other portions of the "Entire Tract" identified below, to provide for a method by which all such charges and assessments are to be allocated to and among various constituent parts of said Entire Tract, to provide for operation and maintenance of the Airport Facilities, and to provide for various related matters.

NOW, THEREFORE, for the foregoing purposes and in consideration of the reciprocal benefits to be derived from the terms and provisions set forth below, the Signatories and each of them hereby consent, acknowledge, and agree to all of the following terms and provisions.

1. Definitions. As used in this instrument each of the following terms shall have the indicated meaning:

Entire Tract shall mean and refer to all of the realty (situated in the City of Woods Cross, Davis County, Utah) described on Exhibit A attached hereto and made a part hereof by this reference. A description of the Entire Tract is set forth herein solely for purposes of identification. This Declaration is not intended as and should not be deemed to constitute or create any lien, encumbrance, covenant, restriction, or requirement upon or concerning any real property other than those Parcels (as defined below) which are owned by the Signatories.

Mountain Fuel Parcel shall mean and refer to the following-described realty, situated in the City of Woods Cross,

Davis County, Utah (which said realty comprises part of the Entire Tract):

NW-35
06-083-0020
BEGINNING at a point 1026.21 feet due South and 96.37 feet due East from the Northwest corner of Section 35, Township 2 North, Range 1 West, Salt Lake Meridian, and running thence North 89°42'24" East 420.0 feet; thence North 0°17'36" West 140.0 feet; thence South 89°42'24" West 420.0 feet; thence South 0°17'36" East 140.0 feet to the point of BEGINNING.

NW 35
06-083-0037
ALSO, THE FOLLOWING-DESCRIBED REALTY: BEGINNING at the Northwest corner of a tract of realty owned by Mountain Fuel Supply Company, said Northwest corner being 1026.21 feet due South and 96.37 feet due East and North 00°17'36" West 140.00 feet from the Northwest corner of Section 35, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running thence (along the North boundary line of said tract) North 89°42'24" East 420.00 feet, to the Northeast corner of said tract; thence North 00°17'36" West 50.71 feet; thence South 89°42'24" West 420.00 feet; thence South 00°17'36" East 50.71 feet to the point of BEGINNING.

Hosking Parcel shall mean and refer to the following-described realty, situated in the City of Woods Cross, Davis County, Utah (which said realty comprises part of the Entire Tract):

NW 35
06-083-0016
06-083-0017
BEGINNING on the East line of a State Highway, at a point North 89°40'29" East along the Section line 71.0 feet, more or less, and South 0°15' East 95.0 feet from the Northwest corner of Section 35, Township 2 North, Range 1 West, Salt Lake Meridian, and running thence North 89°45' East 706.38 feet; thence South 0°15' East 185.0 feet; thence South 89°45' West 706.38 feet, more or less, to the East line of said Highway; thence North 0°15' West 185.0 feet along said Highway to the point of BEGINNING.

NW 35
06-083-0026
ALSO, THE FOLLOWING-DESCRIBED REALTY: BEGINNING on the East line of a State Highway 50.0 feet perpendicularly distant Easterly from the center line thereof, at a point North 89°40'29" East along the Section line 71.0 feet, more or less, from the Northwest corner of Section 35, Township 2 North, Range 1 West, Salt Lake Meridian, and running thence South 0°15' East 95.0 feet along said Highway; thence North 89°45' East 470.0 feet; thence North 0°15' West 95.0 feet, more or less, to the Section line; thence South 89°40'29" West 470.0 feet along the Section line to the point of BEGINNING.

Original T-Hanger Plat A Covenants shall mean and refer to those certain covenants, conditions, and restrictions that

were created, provided for, or described in an Exhibit "A" attached to the 17 Deeds by which Kent Truscott, as Grantor, conveyed Lots 1 through 17, Skypark "T" Hanger, Plat "A," a subdivision located in the City of Woods Cross, Davis County, Utah, which said Deeds are identified as follows (the recording information in the following schedule refers to the records of the County Recorder of Davis County, Utah):

<u>Lot Conveyed</u>	<u>Date Recorded</u>	<u>Entry Number</u>	<u>Book</u>	<u>Page</u>
Lot 1	September 8, 1978	507833	727	867
Lot 2	March 23, 1984	667420	934	126
Lot 3	October 3, 1978	510182	711	782
Lot 4	October 26, 1978	512428	729	527
Lot 5	September 25, 1978	509377	730	396
Lot 6	November 1, 1978	512937	736	390
Lot 7	November 16, 1978	514864	739	733
Lot 8	September 14, 1978	508347	728	738
Lot 9	September 14, 1978	508387	728	813
Lot 10	September 15, 1978	508549	729	76
Lot 11	November 21, 1978	515280	740	445
Lot 12	September 8, 1978	507834	727	870
Lot 13	October 2, 1978	509936	731	346
Lot 14	September 15, 1978	508551	729	82
Lot 15	October 5, 1978	510467	732	241
Lot 16	November 2, 1978	513065	736	608
Lot 17	October 30, 1978	512750	736	48

Original T-Hanger Plat None Covenants shall mean and refer to those certain covenants, conditions, and restrictions that were created, provided for, or described in an Exhibit "A" attached to the 11 Deeds by which Intermountain Skypark, a Utah Limited Partnership, conveyed the lots or tracts which lie between the Easterly line of Redwood Road and the line which forms the Westerly boundary of Skypark "T" Hangers, Plat "B," a subdivision, the Westerly boundary of Skypark "T" Hanger, Plat "A," a subdivision, and an approximately 58.55 foot Northerly extension of the Westerly boundary of said Skypark "T" Hanger, Plat "A," subdivision, which said Deeds are identified as follows (the recording information in the following schedule refers to the records of the County Recorder of Davis County, Utah):

<u>Date Recorded</u>	<u>Entry Number</u>	<u>Book</u>	<u>Page</u>
March 4, 1977	455446	638	546
March 7, 1977	455588	638	787
March 18, 1977	456693	640	650
March 18, 1977	456695	640	656
March 25, 1977	457285	641	649
May 16, 1977	461959	649	587
May 16, 1977	461960	649	590
May 16, 1977	461961	649	593
May 16, 1977	461962	649	596
May 19, 1977	462230	650	28
June 7, 1977	463902	652	978

Original T-Hanger Plat B Declaration shall mean and refer to that certain "Declaration of Restrictions and Agreements," dated July 25, 1979, executed by Skypark Development, a Partnership, as Declarant, and recorded in Davis County, Utah on July 27, 1979 as Entry No. 539464 in Book 782 at Page 404.

Original Industrial Park Declaration shall mean and refer to that certain "Declaration of Covenants, Conditions, and Restrictions of Skypark Industrial Park," dated August 3, 1979, executed by Skypark Development, a Utah Partnership, as Developer, and recorded in Davis County, Utah on October 15, 1979 as Entry No. 547439 in Book 796 at Page 412.

Airport Facilities shall mean and refer to the realty (or interests in realty) which comprises and on which are located, together with the improvements that make up, the aircraft runway, taxiways, and ramp areas, and the motor vehicle parking areas that are available for use by users, of the airport (situated within and/or adjacent to the Entire Tract) now commonly known or referred to as the Woods Cross Airport, the Sky Park Airport, and/or the Sky Haven Airport (but excluding any and all realty and taxiways overlying such realty situated within Skypark Industrial Park, a subdivision), as said runway, taxiways, ramp areas, and parking areas may be enlarged, extended, or modified from time to time, together with any and all systems, facilities, equipment, and appurtenances that from time to time are used or designed to be used in connection with said runway, taxiways, ramp areas, and parking areas or the operation and maintenance thereof (whether or not such systems, facilities, equipment, and appurtenances are located on such runway, taxiways, ramp areas, or parking areas), including drainage facilities, fencing, gates, lighting systems or facilities for the runway, taxiways, ramp areas, or parking areas, VASI lighting systems, utility lines, strobe lights, beacons, and wind socks, and together also with any and all strips, fragments, and gores of land that cannot reasonably be put to use due to their relation to or location relative to the other realty or to the systems, facilities, equipment, and appurtenances that are included in the Airport Facilities.

Parcel shall mean and refer to each of the following: (a) Each of Lots 1 through 17, Skypark "T" Hanger, Plat "A," a subdivision (contained within the Entire Tract); (b) Each of the 11 or 12 lots or tracts (contained within the Entire Tract) conveyed by the 11 Deeds identified under the definition of Original T-Hanger Plat None Covenants which is set forth above; (c) Each of Lots 1 through 11, Skypark "T" Hangers, Plat "B," a subdivision (contained within the Entire Tract); (d) Each of Lots 1 through 83, Skypark Industrial Park, a subdivision (contained within the Entire Tract); (e) The Mountain Fuel Parcel; (f) The Hosking Parcel; and (g) Each portion of the Entire Tract which is owned by a Signatory but which does not comprise part of the Airport Facilities. In the event a Parcel (as defined in the foregoing part of this paragraph) is subsequently

divided into one or more physical parts (as distinguished from fractional interests in the whole), each of said parts shall thereafter for all of the purposes of this Declaration be considered and treated as a Parcel.

Airport Owner shall mean and refer to the party which at the time concerned is the Owner of the runway which comprises part of the Airport Facilities. The Airport Owner currently is Woods Cross.

Owner shall mean and refer to the party which at the time concerned is the owner of record (in the office of the County Recorder of Davis County, Utah) of a fee or of an undivided fee interest in the Parcel (or other realty) or in any portion of the Parcel (or other realty) concerned. In the event there is more than one Owner of the Parcel (or other realty) involved at the time concerned, the liability of each such Owner for performance or compliance with the applicable provisions of this instrument shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgagee under a mortgage or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

Mortgage shall mean and refer to both a recorded mortgage and a recorded deed of trust, and Mortgagee shall mean and refer to both the mortgagee under a recorded mortgage and the beneficiary under a recorded deed of trust.

Taxes shall mean, refer to, and include all taxes, assessments, charges, and fees imposed, assessed, or levied by any government or public authority against or upon the realty in question.

Airport Taxes shall have reference to the Taxes on or allocable to those of the Airport Facilities which are owned by the Airport Owner. If the Airport Facilities owned by the Airport Owner are not assessed and Taxed as independent parcels for Tax purposes, separately from any other realty, then a portion of the total Taxes on the Tax parcel within which such of the Airport Facilities are located shall be allocated to such Airport Facilities by use of the following method (and the portion thus allocated shall be considered to be the Airport Taxes relative to those of the Airport Facilities which are owned by the Airport Owner). That part of the Taxes on or allocable to the land (as distinguished from any improvements thereon) contained within the Tax parcel in question shall have applied against it a fraction whose numerator is the area of the land included in that part of the Airport Facilities owned by the Airport Owner and whose denominator is the total land area of the Tax parcel in question in order to determine the Taxes allocable to the land included in such part of the Airport Facilities. That part of the Taxes on or allocable to the improvements situated on the Tax parcel in

question shall have applied against it a fraction whose numerator is the reasonably estimated or determined value of the improvements included in such part of the Airport Facilities and whose denominator is the reasonably estimated or determined value of all improvements situated on the Tax parcel in question in order to determine the Taxes allocable to the improvements included in such part of the Airport Facilities. The Airport Taxes shall be the total of the two (2) amounts determined pursuant to the foregoing.

Pro Rata Share of a Parcel (or of the Owner of a Parcel) shall mean and refer to the share of certain costs and expenses that is to be borne by the Parcel (or by the Owner of the Parcel) in question. The Pro Rata Share attributable to each of the Parcels shall be determined in accordance with the following provisions:

(a) As used herein the term "Factor" shall mean:

(i) In the case of each of the Lots (Lots 1 through 17) contained in Skypark "T" Hangar, Plat "A," a subdivision, in the case of each of the (11 or 12) lots or tracts conveyed by the 11 Deeds identified under the definition of Original T-Hangar Plat None Covenants which is set forth above, and in the case of each of the Lots (Lots 1 through 11) contained in Skypark "T" Hangers, Plat "B," a subdivision, the area of the Lot or tract in question; and (ii) In the case of each Parcel other than those covered by the preceding item (i), the greater of the area of the ground floor(s) of all buildings which at the time in question are located on the Parcel concerned or 30% of the area of the Parcel in question.

(b) If the Owner of a Parcel covered by the foregoing item (a)(ii) furnishes to the Airport Owner evidence, reasonably satisfactory to the Airport Owner, establishing the area of the ground floor(s) of all building(s) located on such Owner's Parcel, such area shall be used for purposes of determining the Factor attributable to such Parcel until there is a change in such area. If the Owner of any Parcel covered by said item (a)(ii) does not furnish such evidence, then the Airport Owner shall make an estimate, based upon whatever information may be available to the Airport Owner, of the area of the ground floor(s) of all building(s) located on the Parcel concerned, in which event such estimate shall be conclusive and shall be used until there is a change in such area (at which time the Airport Owner shall make a revised estimate) or until the Owner of such Parcel furnishes evidence establishing such area.

(c) The Pro Rata Share of each Parcel shall be a fraction whose numerator is the Factor for such Parcel

and whose denominator is the sum of the Factors relative to all of the Parcels.

2. Operation and Maintenance of Airport Facilities.

The Airport Owner shall, to the extent (but only to the extent) that funds to pay for such matters are actually generated and paid to the Airport Owner pursuant to the arrangement established under Section 4 of this Declaration, accomplish or cause to be accomplished all of the following matters in connection with the Airport Facilities:

(a) Runway and taxiway lighting systems, VASI lights, and strobe lights shall be maintained and kept in operation. Runway and taxiway lights shall be kept clearly visible and reasonably free from obstructions from weeds, dirt, or snow.

(b) Runway and taxiway lights shall be turned on at dusk each evening and shall remain lighted until at least 10:00 p.m. Runway and taxiway lights shall be such as always to be available upon demand by a UNICOM-activated system.

(c) The runway and taxiways shall be maintained in a good and usable condition, free from rocks, debris, potholes, and/or other hazards that would prevent the safe use of such facilities for passenger service.

(d) To the extent reasonably possible, the runways and taxiways shall be kept free of standing water, snow, and ice.

(e) On the runway there shall be provided and maintained centerline, sideline, and threshold striping. Such striping shall be maintained as necessary for the safe operation of the Airport Facilities during periods of reduced visibility.

(f) A rotating beacon and lighted wind sock shall be maintained in working condition.

(g) UNICOM services shall be provided during normal operating hours of the Airport Facilities.

(h) The insurance coverage called for by Section 3 below shall be maintained.

3. Insurance. The insurance coverage referred to in Item (h) of the foregoing Section 2 shall consist of the following:

(a) Workers' Compensation and Employers' Liability Insurance:

Shall cover all employees of the Airport Owner who do work in accomplishment of the matters described in the foregoing Section 2, and shall insure against all claims under Workers' Compensation and Employer's Liability, with limits of not less than \$100,000.00. Shall conform with the laws of the State of Utah.

(b) Comprehensive Automobile Liability Insurance:

Shall cover all vehicles which are used in accomplishment of the matters described in the foregoing Section 2, and shall include coverage for owned, hired, and non-owned automobiles. Limits of liability shall be at least equivalent to a \$1,000,000.00 combined single limit.

(c) Comprehensive General Liability Insurance:

Shall cover all claims for bodily injury, death, and property damage which may arise out of accomplishment of the matters described in the foregoing Section 2. Shall be endorsed to provide coverage for:

- (i) Premises Operation -- including Airport Operations Liability
- (ii) Independent Contractors
- (iii) Broad Form Contractual
- (iv) Personal Injury
- (v) Broad Form Property Damage

Limits of liability shall be at least equivalent to a \$5,000,000.00 combined single limit.

4. Operating Expenses and Contributions Therefor. As used herein the term "Operating Expenses" shall mean and include the Airport Taxes and all costs, expenses, and amounts which are incurred by the Airport Owner (or by its designee or lessee) during the period in question or which are allocable to said period in connection with ownership, operation, management, or maintenance of the Airport Facilities or any portion or portions thereof and/or in connection with collection from the Owners of their respective Pro Rata Shares of Operating Expenses. Said costs, expenses, and amounts shall include sums attributable to any of the aforesaid matters of ownership, operation, management, effected, or incurred that were or are accomplished, effected, or incurred at any time from and after the date January 1, 1984, shall be determined in accordance with the accounting procedures and business practices customarily employed by the Airport Owner (or its designee or lessee), and shall include, but not be limited to, the cost of all of the following: Airport

Taxes; the matters required to be accomplished by Section 2 hereof; the insurance called for by Section 3 hereof; any other insurance which the Airport Owner (or its designee or lessee) reasonably deems necessary or advisable to obtain and maintain; electricity; other utilities; supplies and materials; labor; maintenance and repairs; extension and/or resurfacing of the runway, taxiways, ramp areas, and parking areas; replacing damaged or worn-out improvements; snow removal; fees of attorneys and accountants; the Pro Rata Share of Operating Expenses attributable to any Parcel that is for any reason uncollected or uncollectible; and management fees (which shall be deemed to be equal to 10% of the total of all other Operating Expenses). Notwithstanding the breadth of the foregoing, Operating Expenses shall not include principal or interest paid on any mortgage or deed of trust affecting the Airport Facilities. In the event the exact amount of any ingredient of Operating Expenses is not known at the time it is necessary to determine such Expenses, the reasonable estimate of the Airport Owner (or its designee or lessee) of the amount of such ingredient shall be used.

The respective Owners of the Parcels shall, in the manner described herein, contribute their respective Pro Rata Shares thereof toward Operating Expenses. Each of such Owners shall pay monthly, on or before the first day of each month or 30 days after such Owner's being advised in writing of the amount thereof, whichever is later, such Owner's Pro Rata Share of the Operating Expenses. The Airport Owner (or its designee or lessee), at its option, either may invoice the respective Owners of the Parcels for their respective Pro Rata Shares of Operating Expenses on a monthly basis as the actual amount of such Expenses becomes known or may invoice such Owners in advance based upon the Airport Owner's (or its designee's or lessee's) reasonable estimate of such Expenses for an upcoming calendar year (or portion thereof, where appropriate). If the second alternative is used, the Parcel Owners shall pay their respective Pro Rata Shares in equal installments on a monthly (or other periodic) basis, and as soon as reasonably possible after the end of such calendar year (or portion thereof concerned) the Airport Owner (or its designee or lessee) shall furnish the respective Owners of the Parcels with a reasonably detailed final summary of the actual amount of Operating Expenses relative to such calendar year or portion thereof. If a final summary reveals that the monthly (or other periodic) installments made by an Owner hereunder aggregate more or less than such Owner's Pro Rata Share of Operating Expenses relative to the calendar year or other period concerned, compensating payments or credits shall be made or given between such Owner and the Airport Owner (or its designee or lessee) within 30 days after said final summary is furnished. Notwithstanding the foregoing, the Airport Owner (or its designee or lessee) shall have the right and option to require that the Pro Rata Share of Operating Expenses attributable to any one or more (or all) of the Parcels, as specified by the Airport Owner (or its designee or lessee), be paid, in arrears, on an annual or quarterly basis. Any amount required to be paid by this Section

4 which is not timely paid shall accrue interest from and after the due date of the amount in question at the rate of 18% per annum.

5. Relationship to Original Covenants and Original Declarations. The provisions of this Declaration are intended to be in lieu of, rather than in addition to, the following: (a) Those provisions of the Original T-Hanger Plat A Covenants which provide for payment by the Grantee/Lot Owner of a portion or share of operation and maintenance of the Airport Facilities; (b) Those provisions of the Original T-Hanger Plat None Covenants which provide for payment by the Grantee/lot-tract Owner of a portion or share of operation and maintenance of the Airport Facilities; (c) The arrangement which is provided for in Section 3 of the Original T-Ranger Plat B Declaration; and (d) Those provisions of the Original Industrial Park Declaration which provide for the "Developer's" (as distinguished from the "Association's") assessment of Lots in Skypark Industrial Park, a subdivision, for purposes of paying or defraying various costs associated with the Airport Facilities. One of the purposes of this Declaration is to increase, beyond the number contemplated by the Industrial Park Declaration, the number of parties participating in costs associated with the Airport Facilities. Such rights, powers, and responsibilities of the Grantor/Airport Owner under the Original T-Hanger Plat A Covenants and under the Original T-Hanger Plat None Covenants as are related to the provisions referred to in the foregoing items (a) and (b), the rights, powers, and responsibilities of the "Declarant" which are provided for in Section 3 of the T-Hanger Plat B Declaration, and such rights, powers, and responsibilities of the "Developer" (as distinguished from the "Association") under the Industrial Park Declaration as are related to the provisions referred to in the foregoing item (d), shall henceforth and at all times be the rights, powers, and responsibilities of the Airport Owner.

6. Additional Signatories After Recordation. Any party may consent to or join in this Declaration after the recordation hereof by executing, acknowledging, and recording in Davis County, Utah an instrument in which this Declaration is identified and in which such party expresses its intention to consent to or join in this Declaration. Each and every party which thus consents to or joins in this Declaration shall for all purposes be considered to be a "Signatory" hereto.

7. Covenants to Run with Land. This instrument and all of the covenants and provisions herein are intended to be and shall constitute covenants running with the land, and shall be binding upon and shall inure to the benefit of the Signatories, the Airport Owner, the respective Owners from time to time of the Parcels, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns.

8. Title and Mortgage Protection. A breach of any of the covenants or provisions of this instrument shall not result

in any forfeiture or reversion of title or of any other interest in a Parcel or any other realty. A breach of any of the covenants or provisions of this instrument shall not defeat, impair, or render invalid the lien of or other rights under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, any Mortgagee or trustee interested under any Mortgage affecting a Parcel or any other realty shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants or provisions of this instrument. No amendment to this instrument shall in any way affect the rights of any Mortgagee interested under a Mortgage which is in effect at the time of the amendment concerned or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment.

9. Enforcement of Owners' Contributions. Each payment, reimbursement, or contribution (whether monthly or otherwise) required to be made by any Owner under Section 4 of this instrument shall be the personal obligation of the party which is the Owner of the Parcel concerned at the time the payment, reimbursement, or contribution in question falls due, and, together with interest thereon at the rate of 18% per annum and reasonable attorneys' fees (including those incurred in connection with any appeal), shall be enforceable or collectible as such. Suit to recover a money judgment for any such payment, reimbursement, or contribution (together with such interest and attorneys' fees) may be maintained without foreclosing or waiving the lien (described below) securing the same. If not paid when due, any such payment, reimbursement, or contribution, plus such interest and attorneys' fees, shall, at the option of the Airport Owner (or its designee or lessee), be secured by a lien against the Parcel owned by the delinquent Owner, which said lien shall be evidenced by a Notice of Lien or like instrument filed for record by the Airport Owner (or its designee or lessee) with the County Recorder of Davis County, Utah. Any such lien may be foreclosed in the same manner as is provided for the foreclosure of mortgages covering real property, shall be subject and subordinate to each Mortgage affecting the delinquent Owner's Parcel at the time said Notice of Lien or like instrument is filed, shall be subject and subordinate to this instrument and all of the provisions hereof, shall be subject and subordinate to each recorded Declaration and to each recorded covenant, easement, right-of-way, and restriction affecting the delinquent Owner's Parcel at the time said Notice of Lien or like instrument is filed, shall be subject and subordinate to each (recorded or unrecorded) utility easement or like interest affecting the delinquent Owner's Parcel at the time said Notice of Lien or like instrument is filed, shall also be subject and subordinate to the interests of the tenant or lessee under each lease, lease agreement, or similar instrument (whether recorded or unrecorded) affecting the delinquent Owner's Parcel

or interests in the delinquent Owner's Parcel which is in effect at the time said Notice of Lien or like instrument is filed, but shall be prior and superior to any and all other interests or estates (whether recorded or unrecorded at the time said Notice of Lien or like instrument is filed) in or respecting the delinquent Owner's Parcel.

10. Enforcement of Airport Owner's Obligations. The Owner of any Parcel and the Mortgagee interested under any Mortgage which may then affect an Parcel (but no parties other than such Owners and Mortgagees) shall, subject to compliance with the conditions and requirements described in this Section 10, have the right to enforce, through appropriate proceedings at law or in equity, those provisions of this instrument which impose obligations on the Airport Owner. In the event the Airport Owner fails to perform any of its obligations under this instrument, any Parcel Owner or Mortgagee shall, prior to instituting any proceeding designed to enforce such obligations, deliver to the Airport Owner a writing in which such Parcel Owner or Mortgagee specifies with particularity the failures that are believed to exist in connection with the Airport Owner's performance. No proceeding to enforce the obligations in question shall be instituted if, during the 30-day period following the delivery of such writing, the Airport Owner either cures the failure concerned or (in the case of a failure the cure of which reasonably requires a period longer than 30 days) begins efforts to effect a cure and thereafter diligently pursues such efforts to completion.

11. Attorneys' Fees. If any proceeding is brought because of a default or alleged default under or to enforce or interpret any of the provisions of this instrument, the party prevailing in such proceeding shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including 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.

12. Amendment. Any provision contained in this instrument may be amended by, but only by, an instrument filed for record with the County Recorder of Davis County, Utah which is executed by all of the following parties: (a) The Airport Owner; (b) Mountain Fuel, if it is then the Owner of the Mountain Fuel Parcel; and (c) Owners which, together with the Owner of the Mountain Fuel Parcel (if such Owner is then Mountain Fuel), own a majority of the aggregate acreage included in all Parcels whose Owners were Signatories to this Declaration. Unless under the foregoing provisions of this Section 12 it is a necessary party to an amendment to this instrument, no Signatory and no other party which has, acquires, or comes to have an interest in any Parcel need execute an amendment to this instrument in order to make such amendment in all respects effective, enforceable, binding, and valid against all of the parties and interests described in Section 7 hereof (subject, however, to the last sentence of Section 8 hereof).

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13. Release Upon Transfer. From and after the time an Owner (including the Airport Owner) transfers (other than merely for purposes of security for an obligation) or is otherwise divested of its ownership interest in a Parcel or other realty, it shall be entirely freed and relieved of all liabilities and obligations which under this instrument are imposed upon the Owner of the Parcel or other realty concerned (except such liabilities or obligations as may have already accrued).

14. Partial Invalidity. The invalidity or unenforceability of any portion of this instrument shall not affect the validity or enforceability of the remainder hereof, and if any provision of this instrument or the application thereof to any Signatory, Owner, Mortgagee, other party, or circumstances should to any extent be invalid, the remainder of this instrument or the application of such provision to Signatories, Owners, Mortgagees, other parties, or circumstances other than those as to which a holding of invalidity is reached shall not be affected thereby (unless necessarily conditioned or dependent upon the provisions or circumstances as to which a holding of invalidity is reached), and each provision of this instrument shall be valid and enforceable to the fullest extent permitted by law.

15. Effectiveness and Duration. This instrument and any amendment or supplement hereto shall take effect as of, but not until, the date on which a counterpart of the document concerned is filed for record in the office of the County Recorder of Davis County, Utah. This instrument shall be effective upon such recordation, notwithstanding that the Signatories may not constitute the Owners of all of the realty making up the Entire Tract. If such recordation of this instrument has not occurred on or before December 31, 1985, this instrument and all of the provisions hereof shall be null and void and of no force or effect whatsoever. This instrument and all of the provisions hereof (except any provisions hereof which by their terms may cease to be effective at an earlier time) shall remain effective until this instrument is terminated and extinguished by an instrument, filed for record in the office of the County Recorder of Davis County, Utah, executed by all of the parties described in items (a), (b), and (c) of Section 12 hereof.

16. Interpretation. This instrument may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which may be and shall be taken together as a single document. The captions which precede the Sections of this instrument are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context or circumstance so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. This instrument shall be governed by and construed in accordance with the laws of the State of Utah.

DATED (for purposes of identification) as of January 8, 1985, and executed by the Signatories on the respective dates appearing below.

EXHIBIT A

to

DECLARATION CONCERNING AIRPORT
OPERATION AND MAINTENANCE

The "Entire Tract" referred to in said Declaration consists of the following-described realty, situated in the City of Woods Cross, Davis County, State of Utah [NOTE: A description of said "Entire Tract" is set forth herein solely for purposes of identification. Said Declaration is not intended as and should not be deemed to constitute or create any lien, encumbrance, covenant, restriction, or requirement upon or concerning any real property other than those "Parcels" (as defined in said Declaration) which are owned by the Signatories.]:

BEGINNING on the East line of Redwood Road at a point which is North 89°40'00" East 69.00 feet (Davis County Bearing Base as recorded on the Township Reference Plat dated September 28, 1972) from the Northwest Corner of Section 35, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 00°13'00" West 1237.50 feet, more or less, along said East line to the South line of 1500 South Street; thence North 84°40'00" East 1251.00 feet, more or less, along the South line of said Street; thence South 00°13'00" East 1237.50 feet, more or less, to the North line of Lot 58, Skypark Industrial Park, a recorded subdivision located in Woods Cross City, Davis County, Utah; thence continuing along the North and East lines of said subdivision the following four (4) courses: North 89°40'00" East 10.82 feet, thence South 00°16'29" East 1456.86 feet, thence East 601.78 feet, and thence South 1989.51 feet to the North line of 2600 South Street as presently monumented by Woods Cross City; thence North 89°54'15" West 1857.57 feet, more or less, along said North line to the East line of Redwood Road; thence North 00°13'00" West 3435.93 feet, more or less, along said East line to the point of BEGINNING. Containing 162.6 acres, more or less.

INCLUDED WITHIN the metes and bounds description set forth above are, among other things, the following three (3) recorded subdivisions:

SKYPARK INDUSTRIAL PARK, a subdivision of part of Section 35, Township 2 North, Range 1 West, Salt Lake Meridian, in the City of Woods Cross, according to the official plat thereof; and

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SKYPARK "T" HANGER, PLAT "A," a subdivision of part of Section 35, Township 2 North, Range 1 West, Salt Lake Meridian, in the City of Woods Cross, according to the official plat thereof; and

SKYPARK "T" HANGERS, PLAT "B," a subdivision of part of Section 35, Township 2 North, Range 1 West, Salt Lake Meridian, in the City of Woods Cross, according to the official plat thereof.