

**MASTER DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS AND GRANT OF EASEMENTS FOR  
NORTH POINTE BUSINESS PARK**

This Declaration of Covenants, Conditions and Restrictions and Grant of Easements for North Pointe Business Park (this "Declaration") is made this 23<sup>RD</sup> day of August, 1999, by BSAF, LLC, a Utah limited liability company ("Declarant")

ENT 1403:2000 PG 1 of 41  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2000 Jan 06 12:44 pm FEE 108.00 BY JW  
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**RECITALS**

WHEREAS, Declarant is the owner of certain real property in Utah County, State of Utah, which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Property"), and

WHEREAS, Declarant desires to create on the Property an industrial/business park development to be used for office, research, manufacturing, industrial, and other business and commercial purposes, pursuant to a general plan of improvement established with permanent Common Areas and Common Facilities (as defined herein) and desires to provide for the preservation of values and amenities in said development and for the maintenance of the Common Areas and Common Facilities and to develop the Property to provide for the preservation of the values and amenities for the benefit of the Property and the Owners thereof. To this end, and for the benefit of the Entire Property and the Owners thereof, Declarant desires to subject the Entire Property to the easements, covenants, conditions, restrictions, charges and liens hereinafter set forth, and

WHEREAS, Declarant desires to develop the Property in individual units or lots (hereinafter "Parcels"), each of which will be subject to this Master Declaration and to a separate Supplemental Declaration of Establishment of Easements, Covenants, Conditions and Restrictions relating to the specific plan for each lot, hereinafter referred to as a "Supplemental Declarations" which Supplemental Declarations will not be less restrictive than the Master Declaration.

WHEREAS, Declarant hereby declares that the Property described above in Exhibit "A" shall be held, sold, conveyed, transferred, leased, subleased and occupied subject to the easements, covenants, conditions, and restrictions set forth in this Master Declaration and Supplemental Declarations which shall run with the Property and every portion thereof, and shall be binding upon all parties having any right, title or interest in the Property or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner (as defined herein). Declarant hereby establishes a general plan for the improvement, protection, development, maintenance and use as a business park, to be known as North Pointe Business Park (the "Park"), and for such purposes does hereby establish such easements, covenants, restrictions, liens and charges (collectively, the "Restrictions") as are hereinafter set forth. Except as otherwise specifically provided in this Declaration, each of the Restrictions is

imposed upon each Parcel (as defined hereinafter) in the Park as a mutual equitable servitude in favor of the other Parcels and every part thereof. Each of the Restrictions shall create reciprocal rights and obligations among the Owners (as defined hereinafter); the Restrictions shall further create a privity of contract and of estate among the Owners of the Parcels and their heirs, successors and assigns; and the Restrictions shall be and operate as covenants running with the land for the benefit of the Property and each and every part and portion thereof.

NOW, THEREFORE, in consideration of the foregoing, and the covenants and agreements set forth herein, the Parties hereby agree as follows.

## ARTICLE 1 INCORPORATION; DEFINITIONS

1.1 Incorporation. The above Recitals are hereby incorporated herein and made a part hereof by reference.

1.2 Definitions.

(a) "Building". A structure built for permanent use and all projections or extensions thereof, including without limitation garages, outside storage areas, outside platforms, canopies, enclosed malls and porches.

(b) "Building Areas". Those areas depicted as "Building Area" on the Site Plan(s) or Subdivision Plan(s).

(c) "Common Areas". All portions of the Park (as it may be expanded from time to time in accordance with the provisions of the Declarations) designated on the Street Dedication Plat dated February 27, 1999 and recorded in the Office of the Utah County Recorder as entry No.60514 and recorded on May 26, 1999, Site Plans for individual lots, or Supplemental Declaration as Common Areas, together with any areas located within drainage, utility or right-of-way easements and public rights-of-way. Initial Common Areas are shown on Exhibit "C"

(d) "Common Facilities". Shall mean all of the following which shall be located within drainage easements and public rights-of-way at such time as easements are created and such facilities are constructed: Any and all drainage systems, water-ways and retention ponds, sprinkling systems used in connection with common areas, irrigation systems and associated equipment, street signs, common identification pylon signs, street lights, street furniture and any other facilities specifically designated as Common Facilities on the Site Plan in any Supplemental Declaration relating to a portion of the property as being Common Facilities.

(e) "Common Facilities Manager". Declarant, until such time as Declarant has assigned all of its rights and obligations hereunder to either an association of Owners (an "Association"), or any governmental entity organized under the laws of the State of Utah, including without limitation a City or (a "Public Entity") which accepts the responsibility of maintenance and operation of all or any part of the Common Facilities, after which assignment the term Common Facilities Manager shall refer to such assignee. Declarant, so long as it is an Owner of any portion of the Property or until it shall have assigned all of its rights and obligations hereunder to either or both of the entities described in the following paragraphs 1 and 2 of this section shall be the Common Facilities Manager.

1. Any association organized in the future by the Owners of two-thirds of the land in the Property for the purpose of fulfilling the obligations of the Common Facilities Manager under this Declaration (hereinafter referred to as the "Association"), and to which Declarant has assigned its rights and obligations as provided above.
2. Any Public agency or authority organized under the laws of the State of Utah, including but not limited to a "Public Entity" which accepts the responsibility of maintenance and operation of all or any part of the Common Areas and Common Facilities, and to which Declarant has assigned its right and obligations as provided in Subparagraph (e) above provided, however, that such responsibility shall be assigned to a Public Entity only with the concurrence of the Owners of two-thirds of the land area in the Property.

(f) "Improvements". Buildings, driveways, exterior lighting, fences, landscaping, lawns, loading areas, parking areas, retaining walls, roads, screening walls, signs, utilities, walkways, and any other structures to be built or created upon the Property.

(g) "Landscaping". An area of ground covered with lawn, living ground cover, shrubbery, trees, rocks, etc.

(h) "Occupant". Any person or entity which has purchased, leased, rented or otherwise legally acquired the right to occupy and use any building or lot, whether or not such right is exercised.

(i) "Owner". Any person or entity having fee record title to the entirety of any Parcel in the Park and their respective assigns, grantees, and successors in interest.

(j) "Parcels". The Parcels depicted on the Site Plan.

(k) "Set Back". The distance from the property line of the Parcel or Lot to the improvement which is subject to the Set Back requirement provided in this Master Declaration, a Supplemental Declaration or in any City Ordinance, law or statute affecting Set

Backs.

## ARTICLE 2 BUILDING AREAS

2.1 Building Areas. No building or other structure shall be constructed on any Parcel in the Park other than within the Building Area on each Parcel. Notwithstanding the foregoing, canopies and roof overhangs (including supporting columns or pillars), normal foundations, required emergency exits (including stairs, landings, footings, and foundations associated therewith), trash enclosures, sidewalks, loading and delivery docks (whether open or enclosed), covered areas attached to such docks, and doors for ingress and egress may project from any building or structure up to a distance of twenty-five (25) feet over or outside of the Building Area on any Parcel; provided, any such projection or extension must comply with all applicable laws, rules, ordinances, and regulations of every governmental body having jurisdiction over the Park; and provided further, no such extension or projection shall be allowed if it (i) reduces the number of parking spaces or materially alters the parking configuration, drive aisles, or vehicular and pedestrian circulation, and/or access in and through the entire Park or to or from adjacent streets as depicted on the Site Plan, or (ii) interferes with or prevents the location, placement, or construction of a building or structure upon the Building Area on any Parcel, or (iii) materially adversely affects the visibility of other businesses in the Park from the Common Areas or adjacent streets. The foregoing allowable extensions and projections are hereinafter referred to as the "Permitted Projections".

2.2 Maximum Building Area. The total square footage of floor area of all buildings and other structures within the Building Area on any Parcel in the Park may not exceed the maximum amount designated for each such Parcel on the Site Plan; any such maximum building area must comply with all applicable laws, rules, ordinances, and regulations of every governmental body having jurisdiction over the Park, which maximum amount for each Parcel is hereinafter referred to as the "Maximum Building Area".

2.3 Maintenance of Building Pads. All portions of Building Areas on which buildings are not constructed or under construction shall be paved or landscaped, free of weeds, dust and debris, and otherwise adequately maintained. The paving or landscaping and maintenance of such Building Areas shall be at the sole expense of the respective Owners of such Building Areas, and shall not be included in the costs of CAM (as hereinafter defined).

2.4 Design and Construction of Buildings. All buildings constructed in the Park shall be designed so that the exterior elevation of each building will be architecturally and aesthetically compatible with the others, including the height, color, materials, design, and architectural theme (including signs located thereon). Buildings shall be constructed according to the following standards and guidelines:

- (a) **Materials:** All structures must be finished on the front, back, and sides with acceptable materials. Exposed metal roofs, sides, and wooded exterior coverings other than acceptable veneers shall not be used. Concrete block construction shall be permitted if covered with approved materials. Metal framed buildings shall be finished on the front and sides with masonry, brick glass, tilt-up aggregate or other form of appearance enhancing veneer.
- (b) **Colors:** All buildings shall be finished in colors which will harmonize with the environment and with other buildings in the Park.
- (c) **Height:** Building heights shall be restricted to a maximum of four (4) stories above ground level or a total of 50 feet, exclusive of mechanical equipment. Minimum height shall be one (1) story but not less than twelve (12) feet.
- (d) **Outside Storage:** Outside storage of any materials is specifically prohibited hereunder, unless an exception has been pre-approved in writing by the Common Facilities Manager.
- (e) **Refuse Areas:** Refuse areas shall be screened so as not to be visible from streets and adjacent properties. All such areas shall be located to the rear or to the side of a building, other than street side, and, if located to the side, shall be set back from the front of the building by a distance which is at least three-fourths (3/4ths) of the depth of the building.
- (f) **Utilities:** All on-site utility service lines, including electrical lines and telephone lines, located within a Parcel shall be placed underground. Any transformer or terminal equipment provided within or immediately adjacent to the Parcel shall be screened so as not to be visible from streets and adjacent Parcels, with appropriate screening material provided by, maintained by and at the sole cost and expense of the Parcel Owner. Exposed conduits on the exterior surfaces of the buildings shall be prohibited except on the rear or sides where the conduit is part of main building service assembly.

### ARTICLE 3 ARCHITECTURAL AND DEVELOPMENT CONTROLS

3.1 Architectural and Development Control Committee: The Common Facilities Manager or its representative shall be on the Architectural and Development Control Committee and may at its discretion appoint two other persons to serve on the Committee, without compensation. Initial members of the committee member are TBD.

3.2 **Authority.** The Committee shall have the responsibility and function of ensuring

that all Improvements on the Property harmonize with existing surroundings and structures. Each Owner, its architect and/or engineer shall have the responsibility of insuring that all improvements on their Parcel comply with the restrictions and requirements set forth in this Declaration and Supplemental Declarations or as contained in any established Development Guidelines. In addition to complying with the requirements of this Declaration, each Owner, its architect and/or engineer shall insure that each set of Plans and Specifications shall be in accordance with all applicable zoning ordinances and codes and such plans shall be subject to any approval required by any governmental authority having jurisdiction over the Property. The Committee is not responsible nor is it required to warrant, nor does its review of the Plans and Specifications expressly or impliedly warrant that such Plans and Specifications meet applicable Building Codes, Development Codes and Ordinances, laws, statutes and standards of jurisdictional governing bodies. The Committee's review is to ensure that the proposed buildings, in their best judgment, harmonize aesthetically.

3.3 No Construction without Approval. No construction of Buildings or Improvements or alterations of existing Buildings and Improvements shall be commenced until complete plans and specifications ("Plans and Specifications") for such construction have first been submitted to and approved in writing by the Committee, in accordance with the provisions hereof, and/or by all governmental entities having jurisdiction over such building and improvements.

3.4 Submission and Approval Procedures. An Owner desiring to commence construction of Buildings or Improvements shall submit to the Committee two (2) complete sets of Plans and Specifications. Plans and Specifications submitted to the Committee shall be approved or disapproved in writing within sixty (60) days after submission. A failure to notify the submitting Owner of approval or disapproval within such sixty (60) day period shall be deemed to be an approval; provided, however, that with respect to any aspect of the Plans and Specifications which would violate applicable zoning ordinances, laws, rules, regulations, policies, restrictions, or any of the Restrictions set forth in this Declaration, shall be deemed to have been disapproved.

3.5 Standards. In making a determination with regard to Plans and Specifications, the Committee shall use its best judgement to ensure that all Improvements, Buildings and Landscaping are consistent with the requirements of this Declaration and Supplemental Declarations, if any, and with the Restrictions set forth herein.

3.6 Development Guidelines.

(a) The Committee shall adopt such guidelines regarding development (the "Development Guidelines") as it deems necessary to inform owners of the standards which will be applied in approving or disapproving proposed construction.

(b) The Development Guidelines may be more, but shall not be less,

restrictive than the Restrictions set forth in this Declaration, and shall be binding upon all Owners.

(c) The Development Guidelines shall specifically state the architectural guidelines, policy considerations, and other factors which the Committee will consider in its review of Plans and Specifications.

(d) Review and approval of proposed construction shall be based upon the standards set forth in this Declaration and in the Development Guidelines. The Committee shall consider not only the quality of the specific proposal but also its effect and impact upon neighboring Parcels, the Park and the surrounding neighborhoods.

(e) The Committee shall not be liable for damages by reason of any action, inaction, approval, disapproval by it with respect to any requirement made pursuant to this Article.

(f) Notwithstanding any approvals given by the Committee, each Owner shall be required to obtain all necessary governmental approvals and permits prior to proceeding with the construction or modification of any Improvements or Buildings.

(g) If governmental approvals require modifications to Plans and Specifications previously submitted and approved by the Committee, the Owner shall resubmit the Plans and Specifications, as modified, for the approval of the Committee, prior to commencing construction.

(h) The general development guidelines are attached hereto as Exhibit "B". These guidelines may be modified or expanded by the Committee, as needed.

#### **ARTICLE 4 PERMITTED USES**

4.1 Purpose. The intent of the Declarant is to create an attractive environment suitable for selected assembling, manufacturing, marketing, distribution and business enterprises which do not create a hazard, are not offensive due to appearance or the emission of noxious odors, smoke, noise, glare, vibration, dust, or radiation and to promote research facilities and regional office facilities.

4.2 Uses. Parcels and the Buildings and Improvements thereon may be used for the following purposes:

(a) Research and development, laboratories, enclosed light manufacturing, fabrication, assembly, wholesale, distribution, warehousing and general business offices and similar uses, and uses incidental thereto.

(b) Retail uses incidental to any uses permitted above on the same Parcel as the permitted use to which they pertain.

(c) Retail uses, shops, restaurants, banks and other general commercial uses on any Parcels zoned for general commercial use.

## ARTICLE 5 PROHIBITED USES

5.1 Prohibited Uses. No portion of the Property may be occupied for any of the following uses:

(a) Storage of junk, wrecked automobiles or other unsightly or second hand materials.

(b) Dumping, disposal, incineration or reduction of garbage, sewage, dead animals or refuse.

(c) Stockyards, refining of petroleum or its products or other uses that would create noxious odors.

(d) Heavy industrial uses.

(e) Outdoor billboards or other outdoor advertising structures.

(f) The manufacturing, storage, distribution or sale of explosives.

(g) The manufacturing, storage, distribution or sale of any products or items which would increase the fire hazard on adjoining premises or which would create noise or vibrations or which would have other adverse effects on neighboring properties or any other Parcel or portion thereof.

(h) The manufacturing, storage, distribution or sale of Hazardous Materials.

(i) Any use which would constitute a violation of any applicable laws or ordinances.

(j) Residential uses.

5.2 Discretion of Common Facilities Manager. The Common Facilities Manager shall determine in its sole discretion whether a proposed activity or use falls within such prohibited categories.



## ARTICLE 6 COURSE OF CONSTRUCTION

Construction of Buildings and Improvements shall proceed in accordance with the following restrictions and requirements:

6.1 Minimal Disruption. Any construction shall be conducted in such a manner as to minimize, to the greatest extent practically possible, disruption to other Owners and Occupants and their respective business activities.

6.2 Temporary Structures. No temporary building or other temporary structure shall be permitted on any Parcel, provided, however, that trailers, temporary buildings and the like shall be permitted for construction purposes during construction of Buildings or Improvements. Temporary structures permitted hereunder shall be placed as inconspicuously as practicable, shall cause no inconvenience to Owners or Occupants of other Parcels, and shall be removed not later than thirty (30) days after the date of substantial completion of the construction in connection with which the temporary structure was used.

6.3 Completion of Construction. Once begun, any construction shall be diligently prosecuted to completion.

6.4 Use of Adjoining Property. If reasonably necessary for construction or alteration of a Building or related Improvements, the contractor or subcontractor performing the construction may temporarily use and occupy unimproved portions of the Property and in the immediate vicinity of the activity, provided that, on completion of construction, such portions of the Property used shall be restored to a condition equal to their condition immediately prior to such use.

## ARTICLE 7 SETBACK REQUIREMENTS

All Buildings constructed within the Park shall maintain the following setbacks:

7.1 Front Setbacks. No Building shall be less than thirty (30) feet from the front property line of the Parcel upon which it is built.

7.2 Side Setbacks. No Building shall be less than fifteen (15) feet from any side property line of the Parcel upon which it is built.

7.3 Rear Setbacks. No Building shall be less than ten (10) feet from the rear property line of the Parcel upon which it is built.

7.4 Exceptions. The side and rear setback requirements may be waived by the

Common Facilities Manager with the written concurrence of the Owners of all Parcels adjoining the Parcel to which the waiver pertains; provided, however, that no violations of applicable laws or ordinances would be violated thereby.

7.5 Land Coverage. The Buildings and related parking areas on any Parcel shall not occupy more than eighty percent (80%) of the total area of the Parcel.

7.6 Improvements within Setback Areas. Within the required front setbacks areas, there shall be maintained lawns, landscaping, pedestrian walks or paved approach drives only. Side and Rear setbacks shall also contain similar improvements except that the Common Facilities Manager may permit the use of no more than one half (½) of such Side and/or Rear setback areas for hard surfaced or paved parking, access and/or loading purposes in areas behind the principal Buildings or where not otherwise readily visible from the streets.

## ARTICLE 8 PARKING AREAS

Parking areas shall be constructed and maintained by the Owner of each Parcel as required by Resolution 98-01-01R adopted by American Fork City on January 13, 1998.

8.1 Parking Surfaces. All parking spaces, parking areas, and storage and loading areas shall be paved with concrete, asphalt or other hard surface paving material. Such areas shall be appropriately marked and properly graded to assure adequate drainage.

8.2 Parking Setbacks. All parking areas shall be set back a minimum of thirty (30) feet from all dedicated public streets. Parking may be permitted in up to one-half (½) of the area of any side yard or rear yard where such yard areas are screened or not visible from the street.

8.3 Standard Parking Requirements.

- (a) Parking on public streets shall be prohibited.
- (b) The Owner of each Parcel shall create parking space sufficient to meet the minimum parking requirements of Resolution 98-01-01R adopted by American Fork City on January 13, 1998.
- (c) If an Owner is able to demonstrate that its actual use will require less parking than that required by the standard requirements set forth above and gain approval of such from American Fork City in writing, such Owner may not be required to actually construct the minimum number of parking spaces otherwise mandated by the standard requirements, but will nonetheless be required to reserve sufficient land to meet and satisfy such standard requirements.

(d) If an Owner's actual use of its Parcel creates a need for more parking than the minimum standard requirement, the Owner shall be required to provide additional parking spaces to accommodate the need created by such actual use.

(e) Notwithstanding the foregoing, parking on all Parcels must satisfy the requirements of any applicable laws or ordinances, which may be more restrictive than the requirements contained herein, including, Resolution 98-01-01R adopted by American Fork City on January 13, 1998.

## **ARTICLE 9 LOADING FACILITIES, SERVICE AREAS, AND OUTSIDE STORAGE**

9.1 Loading Facilities. Each Parcel shall contain sufficient loading facilities to accommodate the business activities conducted on such Parcel. No loading and unloading activities, including the turning and maneuvering of vehicles, shall be conducted in the public rights-of-way. All loading docks shall be located and screened so as to minimize visibility from any street or adjacent property. No loading dock facing a public street shall be located less than one hundred twenty (120) feet from such street.

9.2 Garbage Facilities. Rubbish and garbage facilities shall not be visible from any street.

9.3 Screening. Screening of loading, service and outside storage areas may consist of a combination of earth mounding, landscaping, walls and/or site obscuring fences approved by the Common Facilities Manager.

## **ARTICLE 10 SITE GRADING**

10.1 Earth Mounding. Berming or other contouring of landscape areas is encouraged and where practicable shall be included as part of the site landscaping scheme.

10.2 Surface Drainage. All surface drainage systems shall comply with the standards and requirements of any governmental entity having jurisdiction over the Property. Any necessary governmental approvals or permits shall be obtained by the Owner of a Parcel prior to construction of drainage systems on such Parcel. No surface drainage shall be permitted to discharge onto public streets or adjoining Parcels.

10.3 Storm Water Management. All storm water must be controlled upon each Parcel or building site in compliance with applicable federal and state environmental laws and regulations. Retention areas shall be required and drainage systems shall be designed to discharge no more than 0.02 cubic feet per second (cfs) per acre into the master drainage system constructed for the benefit of the entire Park. Retention must be designed to

accommodate a one hundred (100) year storm. Parking and/or landscape areas may be contoured and designed to be retention basins.

## ARTICLE 11 SITE LANDSCAPING

11.1 Definition. Site landscaping includes all planted materials, site lighting and mechanical equipment incidental to any Building.

11.2 Prior Approval Required. All landscaping plans shall be submitted to the Common Facilities Manager for written approval prior to installation.

11.3 General Requirements. All landscaped areas shall be planted with live trees, shrubs, flowers or grass. Landscaping will be required around the base of any Building facing streets and side yard areas. Such landscaping shall be a minimum of four (4) feet wide.

11.4 Trees. All front set-back areas shall have trees of the type designated by Declarant at twenty (20) foot intervals along public streets. In addition, a minimum of one (1) tree per one thousand (1,000) square feet of landscaped area for the first fifteen thousand (15,000) square and one (1) tree per two thousand (2,000) square feet of remaining landscaped area shall be provided by Parcel Owner.

11.5 Site Lighting.

(a) Floodlighting of the front of a Building is encouraged but shall be limited to concealed light sources if at all possible.

(b) Other lighting fixtures, except parking area lighting, shall be selected and installed so that light sources are, if at all possible, not visible from any street. Concealed light sources shall be utilized wherever practical.

(c) Parking lot lighting fixtures shall not be more than 40 feet in height.

11.6 Equipment. All mechanical equipment incidental to any Building, including roof mounted mechanical equipment, shall be enclosed or screened so as to be an integral part of the architectural design of the building to which it is attached or related. Screening shall not be required with regard to roof top mechanical equipment that is not visible from the street or any parking area.

11.7 Time Requirements. All site landscaping on a Parcel shall be completed within sixty (60) days of completion of construction of the Building on the Parcel, unless such time for completion is specifically extended in writing by the Common Facilities Manager for good cause shown.

11.8 Maintenance. The Owner of a Parcel shall be responsible for the continuous maintenance of all landscaped areas. Any undeveloped portions of the Parcel shall be regularly maintained by removing any garbage and debris or cutting any weeds or grasses.

## ARTICLE 12 SIGNS

All signs must be approved in writing by the Common Facilities Manager. No sign of a flashing or moving character shall be installed and no sign shall be painted on any Building wall, unless previously approved by the Common Facilities Manager. All permanent and temporary signs shall comply with the requirements of any governmental entity having jurisdiction over the Property and with the Development Guidelines. No billboards or outdoor advertising shall be permitted.

## ARTICLE 13 MAINTENANCE

Building, landscaping and other improvements shall be continuously maintained so as to preserve a well kept appearance. If the Common Facilities Manager is not satisfied with the levels of maintenance on a Lot, it shall so notify the Owner in writing and the Owner shall have thirty (30) days thereafter in which to restore its Lot to a level of maintenance acceptable to the Declarant. If in the Common Facilities Manager's opinion, the Owner has failed to bring the lot to an acceptable standard within such thirty (30) day period, the Common Facilities Manager may order the necessary work performed on the Lot at the Owner's expense; multiple Owners of lots shall be jointly and severally liable.

## ARTICLE 14 COMMON AREAS AND COMMON FACILITIES

14.1 Ownership. The Common Facilities Manager shall own all Common Areas in trust for the use and benefit of the Owners and Occupants.

14.2 Grant of Easements. Declarant hereby grants, for the benefit of each Owner and Occupant, non-exclusive rights-of-way and easements of enjoyment (collectively, "Easements") in and to all of the Common Areas and Common Facilities (also with referred to hereafter as "Common Areas and Facilities"), which Easements shall be appurtenant to, and shall pass with the title to, every Parcel.

14.3 Limitations. An Owner's easement rights granted hereunder shall be subject to the following:

- (a) Such rights shall not be exercised in any manner which substantially interferes with the purposes for which the common areas and common facilities are

provided or with the right and easement of any other Owner with respect thereto.

(b) The rights of any governmental entity having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Property for purposes of providing police and fire protection, and providing any other governmental or municipal service; and

(c) The right of the Common Facilities Manager, in its sole discretion, to grant such utility and right-of-way easements as may be necessary or convenient to the Property and/or the development of any portion thereof.

14.4 Maintenance. The Common Facilities Manager shall maintain and operate, or provide for the maintenance and operation of, the Common Areas and Facilities and the Improvements located thereon or related thereto and may reconstruct, repair, or replace any capital Improvement(s) thereon. In the event that any Common Areas or Facilities should be damaged or destroyed, the damaged and/or destroyed such Common Areas and Facilities shall be repaired or replaced by the Common Facilities Manager utilizing insurance proceeds therefor. In the event there are no insurance proceeds or the insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Common Facilities Manager may make a special assessment as provided below to cover such costs. In the event that Owners holding title to at least seventy-five percent (75%) of the total square footage within the Park determine that such assessment shall not be made, the Common Facilities Manager shall not be required to make such repair or replacement at its expense.

#### 14.5 General and Special Assessments.

(a) *General Assessments*: The Common Facilities Manager may assess each Owner for the costs incurred in its management and maintenance of the Common Areas and Facilities, direct costs and the indirect costs thereof (collectively, the "Maintenance Costs"). A monthly management fee equal to the greater of (i) Five Hundred Dollars (\$500.00), or (ii) fifteen percent (15%) of the direct Maintenance Costs shall be paid to the Common Facilities Manager (indirect costs). Each Parcel shall be subject to a quarterly assessment equal to the total direct Maintenance Costs incurred or anticipated for such calendar quarter, including indirect costs; multiplied by a fraction, the numerator of which is the total square footage of each such Parcel, and the denominator of which is the total square footage of all Parcels within the Park.

(b) *Special Assessments*: In addition to the quarterly assessments authorized above, the Common Facilities Manager may levy, in any calendar year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of a capital improvement

upon the Common Areas and Facilities as may be necessitated by normal wear and tear and damage by the elements to the extent that such reconstruction, replacement or repair is not covered by insurance proceeds.

(c) *Certificate.* Upon receipt of demand from an Owner, and for a reasonable charge, the Common Facilities Manager shall furnish a certificate signed by an officer of the Common Facilities Manager stating whether the assessments on that Owner's Parcel have been paid, and such certificate may be conclusively relied upon by any prospective purchaser, lessee, or Occupant of such Parcel.

(d) *Date of Commencement; Notice.* The quarterly assessments provided for herein shall commence as to all platted Parcels on the first day of the month following the date of recording of any subdivision map. The first quarterly assessment shall be adjusted according to the number of months remaining in the calendar quarter. The Common Facilities Manager shall estimate to the best of its ability the amount of Maintenance Costs to be incurred during a given calendar quarter (the "Estimated Costs"), and the assessment against each Parcel at least thirty (30) days in advance of the beginning of such calendar quarter. Written notice shall be sent to every Owner subject thereto at least thirty (30) days prior to the date upon which such assessment is due. At the end of each calendar quarter, the Common Facilities Manager shall determine the exact amount of Maintenance Costs incurred during such quarter and shall charge or credit each Owner in the next quarterly assessment for such Owner's pro rata share of the difference between the actual Maintenance Costs and the Estimated Costs.

14.6 Assessment Liens. The Declarant, for each Parcel owned within the Property, hereby covenants, and each Owner of any Parcel by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Common Facilities Manager the assessments described above. Such assessments, together with interest at the greater of eighteen (18%) percent or four (4%) over the prime leading rate of Wells Fargo Bank, National Association, and reasonable attorney's fees, shall be a charge on the land and are hereby imposed as, and shall be, a continuing lien upon the Parcel against which each such assessment is made, and shall also be the personal obligation of the Owner of such Parcel. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

14.7 Effect of Nonpayment; Remedies. Any assessment not paid within thirty (30) days after the due date shall be charged interest from the due date at the greater of eighteen (18%) percent or four (4%) percent over the prime lending rate of Wells Fargo Bank, National Association. The Common Facilities Manager may bring an action against the Owner personally obligated to pay the assessment and/or foreclose the lien against the Parcel upon which the assessment was levied. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas and Facilities or

abandonment of such Owner's Parcel.

14.8 Subordination to Mortgages and Deeds of Trust. The lien of any assessment provided for herein shall subordinate to the lien of any first mortgages and deeds of trust recorded against the relevant Parcel. The conveyance or transfer of a Parcel by an Owner shall be subject to the lien of assessments provided for hereunder, and shall not affect such Owner's obligation to pay assessments levied prior to such sale or conveyance. However, the conveyance or transfer of a Parcel pursuant to foreclosure of any mortgage or Deed of trust recorded against such Parcel, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but shall not extinguish the liability of the Owner therefore. No conveyance or transfer shall relieve such Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

14.9 Public Entity as Common Facilities Manager. In the event the Common Facilities Manager is a Public Entity, there shall be no assessments, quarterly or special, levied pursuant to this Declaration with respect to any Common Areas or Facilities, the responsibility of maintenance and operation for which is assumed by said Public Entity, but said Public Entity may levy its customary taxes or assessments to provide for such maintenance and operation.

## ARTICLE 15 INDEMNIFICATION AND INSURANCE

15.1 Indemnification. Each Owner ("Indemnifying Owner") hereby indemnifies, holds harmless and agrees to defend each other Owner and the Common Facilities Manager ("Indemnified Owner") from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities, and judgments on account of injury to persons, loss of life, or damage to property occurring in the Park or on the ways immediately adjoining the Park, caused by the active or passive negligence or the willful misconduct of the Indemnifying Owner, its agents, servants or employees; provided, however that the Indemnifying Owner does not have an obligation to indemnify the Indemnified Owner against any injury, loss of life, or damage which is caused by the willful misconduct or the active or passive negligence of the Indemnified Owner, the other Owners in the Park, or their respective agents, servants, or employees. The Owners' obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this Declaration, as to claims arising or accruing prior to the expiration or termination of this Declaration.

15.2 Liability Insurance Coverage and Limits. Each Owner agrees to maintain, and/or cause to be maintained, at no cost to the other Owners, liability insurance insuring its interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about its Parcel and the ways immediately adjoining its Parcel, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability, and



property damage liability) of not less than Five Million Dollars (\$5,000,000) for total claims for any one occurrence.

In the event an underground storage tank is constructed on any Parcel in the Park, the Owner of such Parcel shall maintain any and all insurance policies required by local, state or federal laws, ordinances or regulations relating to or in connection with underground storage tanks and shall comply with all laws, rules, ordinances, statutes and regulations of all governmental entities or agencies having jurisdiction over underground tanks.

15.3 Waiver of Certain Rights. With respect to any loss or damage that may occur to the North Pointe Business Park (or any improvements thereon) or any Parcel (or any improvements thereon), or the respective property of the Owners therein, arising from any peril customarily insured under a fire and extended coverage insurance policy, regardless of the cause or origin, excluding willful acts but including negligence of the Owners, and their respective agents, servants or employees, the entity carrying such insurance and suffering such loss hereby releases the other Owners from all claims with respect to such loss. Each Owner agrees that their respective insurance companies shall have no right of subrogation against the other Owners on account of any such loss, and each Owner shall procure from its respective insurers under all policies of fire and extended coverage insurance a waiver of all rights of subrogation against the other Owners which the insurers might otherwise have under such policies.

15.4 Policy Requirements. Insurance coverage required by this Agreement may contain the following elements, so long as the required coverage is not diminished, the required limits are not reduced, and the elements thereof are otherwise commercially reasonable: an Owner's insurance program may include blanket, layered, umbrella, conventional and/or manuscript forms of policies, as well as retention levels and loss reserves which are charged against earnings or otherwise funded, and commercially reasonable deductibles.

Upon request, each Owner shall cause certificates of insurance reasonably evidencing compliance with the requirements of this Article to be delivered to the Common Facilities Manager. The insurance policies and certificates required by this Article shall require the insurance company to furnish the Common Facilities Manager thirty (30) days' prior written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage.

15.5 Performance of Indemnity Agreements. All policies of liability insurance required under this Article shall insure the performance of the Owner or Owners insured thereunder of the indemnity agreements contained herein. Each Owner shall promptly notify the other Owners of any asserted claim with respect to which such Owners are or may be indemnified against hereunder and shall deliver to such Owners copies of process and pleadings.

15.6 Common Areas and Facilities. The Common Facilities Manager shall obtain and maintain:

(a) liability insurance insuring against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Common Areas and Facilities and the ways immediately adjoining the Common Areas and Facilities, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability, and property damage liability) of not less than Five Million Dollars (\$5,000,000) for total claims for any one occurrence; and

(b) "all-risk" insurance insuring the Improvements which are part of the Common Areas and Facilities against fire and other casualties, for the full replacement value of such Improvements, excluding foundations and footings.

The cost of obtaining and maintaining such insurance shall be included in the Maintenance Costs.

## ARTICLE 16 LIMITATION OF RESTRICTIONS ON DECLARANT

16.1 Development Work. Declarant is undertaking the work of developing a business park and incidental improvements upon Parcels included within the Property. The completion of that work and the sale, rental and other disposal of such Parcels is essential to the establishment and welfare of the Property as a business park.

16.2 Declarant's Exemptions. In order that development of the Property may be completed in a timely manner, nothing herein shall:

(a) Prevent Declarant or its contractors or subcontractors, from taking such actions as are necessary or advisable in connection with the completion of such development; or

(b) Prevent Declarant or its contractors or subcontractors from erecting, constructing and maintaining on any part or parts of the Property, such structures as may be reasonably necessary to the timely completion of such development, the establishment of the Property as a business park, and the conveyance of platted Parcels by sale, lease or otherwise; or

(c) Prevent Declarant from maintaining such sign or signs on any part of the Property as may be necessary for the sale, lease or disposition thereof.

16.3 Limitation of Declarant's Liability. Declarant shall not be liable to any Owner for any decisions made or approvals given with respect to the development of any Parcels.

Furthermore, Declarant shall not be liable for any damages or claims from any Owner arising out of the activities of any Owner within the Property or any Owner's failure to comply with the provisions of this Declaration.

## ARTICLE 17 GENERAL PROVISIONS

17.1 Enforcement. Declarant, the Common Facilities Manager, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

17.2 Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provision contained herein, which shall remain in full force and effect.

17.3 Duration. The covenants and restrictions set forth in this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, to a maximum of ninety-nine (99) years unless terminated at the end of any such period by a vote of Owners holding title to at least seventy-five percent (75%) of the total square footage contained within the Park.

17.4 Amendments Unless otherwise provided herein, any amendments hereto shall be made only upon the affirmative vote of Owners (including Declarant) holding title to at least sixty (60%) percent of the total square footage contained within the Park. Any termination of or amendments to this Declaration shall not be effective until recorded. Declarant shall not be required to obtain consent in accordance with the provisions hereof with respect to subdividing or adding other property to the Park.

17.5 Voting Rights Appurtenant to Ownership of a Parcel. No purchaser or Owner of any Parcel shall convey its interest under this Declaration or any Association formed pursuant to the provisions hereof, and no member of any such Association shall convey, transfer, sell, assign or otherwise dispose of its membership rights in such Association without at the same time conveying, selling and transferring its interest in the Parcel to which its membership attaches, and the membership shall be transferred only to a new Owner or purchaser of the Parcel to which such membership appertains.

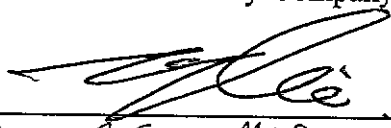
17.6 Interpretation. The captions and headings contained herein are for convenience only and shall in no way affect the manner in which any provision hereof is interpreted or construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall

include both genders. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah.

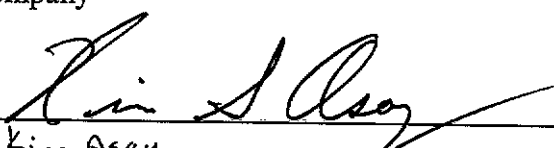
17.7 The Property subject to this Declaration is located within the limits of American Fork City, State of Utah, in the United State of America. The property and/or the uses proposed thereon may be subject to zoning ordinances, ordinances, resolutions, regulations, rules, statutes, laws of American Fork City, laws of the State of Utah or the laws of the United States (hereinafter "Applicable Laws"). In the event that the proposed use and/or the Parcel is subject to such Applicable Laws, Parcel Owner shall be responsible to insure that they comply with any Applicable Laws affecting their Parcel or its proposed use. In the event that such Applicable Laws affecting the Property are more restrictive than the terms or conditions of this Declaration such Applicable Laws shall govern.

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

BTS AF, LLC,  
a Utah Limited Liability Company

By   
Name: R. Scott McQuarrie  
Title: President BTS Investments, Inc., (BTS)  
BTS - Manager BTS AF, LLC,

Morinda, Inc.,  
a Utah Company

By   
Name: Kim Asay  
Title: Vice President Operations

STATE OF UTAH )

: ss.

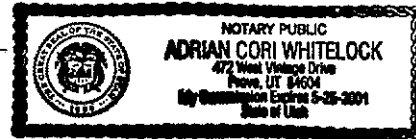
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 25 day of August, 1999, by P. Scott McQuarrie, Manager of BTSFAF, LLC, a Utah limited liability company

Adrian Cori Whitelock  
NOTARY PUBLIC  
Residing at: Provo, Utah

My Commission Expires:

5/25/2001

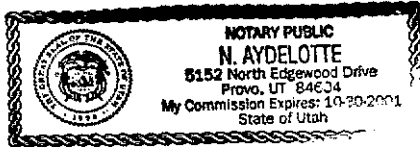


STATE OF UTAH )

: ss.

COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of Oct, 1999, by Kim Asay, VP Operations of Morinda, Inc., a Utah Company



N. Aydelotte  
NOTARY PUBLIC  
Residing at: Orem, Ut.

My Commission Expires:

10-30-2001

**EXHIBIT "A"****PROPERTY DESCRIPTION**

Commencing at a point located South 00-25-09 East along the section 64.69 feet and West 2147.99 feet from the East 1/4 corner of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 00-00-14 West 125.30 feet; thence North 89-23-22 East 47.36 feet; thence North 77-58-05 East 285.69 feet; thence North 76-13-17 East 68.01 feet; thence North 89-54-38 East 354.90 feet; thence South 64-27-14 East 110.95 feet; thence South 50-05-30 East 127.84 feet; thence South 49-38-50 East 461.40 feet; thence South 50-06-16 East 608.06 feet; thence South 02-16-58 West 467.90 feet; thence North 89-49-22 West 1386.44 feet; thence North 89-44-48 West 529.68 feet; thence North 916.99 feet; thence North 23-00-00 West 151.09 feet; thence along an arc of a 416.00 foot radius curve to the right 166.99 feet (Chord Bears North 11-30-00 West 165.87 feet); thence North 108.87 feet; thence North 89-52-58 East 262.83 feet to the point of beginning.

Area = 48.12 acres

**EXHIBIT "B"****DEVELOPMENT GUIDELINES**

1. **INTENT:** It is the intent of these guidelines to provide that office, manufacturing, research and development, processing and packaging, distribution, commercial and other permitted uses and related activities shall be established and maintained with proper appearance from streets and adjoining properties and to provide that each permitted use shall be a good neighbor to adjoining properties by the control of emission of noise, odor, glare, vibration, smoke, dust, liquid wastes, radiation, radioactivity, etc.

It is the further intent of these guidelines to state the conditions of construction and operation with which all permissible uses will be expected to comply. In many cases the relation of a prospective use to these guidelines cannot be judged properly at the time of building permit issuance. In such cases, the recipient of the building permit should note that these guidelines, like all other provisions of the Master Declaration or other applicable ordinances, are continuing obligations and that all permitted uses will be expected to be operated in compliance with these guidelines.

2. **COMPLIANCE:** Compliance with the guidelines set forth herein is required and any use which fails to comply with these guidelines shall be in violation of the Master Declaration.
3. **MEASUREMENT:** Each measurable standard shall be measured at the appropriate indicated location by means of generally accepted equipment and practices for the type measurement or item being measured.
4. **EFFECTS OF CONCURRENT OPERATIONS:** The sum total of the effects of concurrent operation on two (2) or more tracts measured at any property line shall be no greater nor more offensive to the senses than the guidelines contained herein. Compliance with the provisions of these guidelines may be by single or mutual changes in operational levels, scheduling of operations, and other adjustments.
5. **LANDSCAPING:** All required yards except improved areas and parking facilities shall be open landscape and green areas. If any yards are to be landscaped, they shall be landscaped attractively with lawn, trees, shrubs, etc. All landscaping shall be properly maintained in a sightly and well-kept condition.
6. **NOISE:** Shall be measured on any property line of the tract on which the operation is located. Noise, except noise from motor vehicles, shall be muffled so as not to become objectionable due to intermittence, beat frequency, shrillness or intensity. At the property line the sound pressure level of noise radiated continuously from a facility shall not exceed the values in Table 2 in any octave band frequency. The sound pressure level shall be measured with a Sound Level Meter and an Octave Band Analyzer that conforms to specification published by the American Guidelines Association.  
(American Guidelines Sound Level Meters for Measurement of Noise and Other Sound.

z24.3 - 1944, and American Guidelines Specification for an Octave Bank Filter Set for the Analysis of Noise and Other Sounds, z24.10 - 1953, American Guidelines Association, Inc., New York, N.Y., shall be used).

**TABLE 2**

Maximum permissible sound-pressure levels at specified points of measurement for noise radiated continuously from a facility.

|          | Frequency Bank<br>Cycles Per Second | Decibel Level |
|----------|-------------------------------------|---------------|
|          | 20                                  |               |
| - 75     | 75                                  |               |
|          | 75                                  |               |
| - 150    | 69                                  |               |
|          | 150                                 |               |
| - 300    | 62                                  |               |
|          | 300                                 |               |
| - 600    | 56                                  |               |
|          | 600                                 |               |
| - 1,200  | 52                                  |               |
|          | 1,200                               |               |
| - 2,400  | 49                                  |               |
|          | 4,800                               |               |
| - 10,000 | 43                                  |               |
|          | 10,000                              |               |
| - 20,000 | 41                                  |               |
|          | 20,000                              |               |
| - 30,000 | 40 **                               |               |
|          | 30,000                              |               |
| - 40,000 | 39 **                               |               |
|          | 40,000                              |               |
| - 50,000 | 38                                  |               |

\*\* According to the following formula:  
 Sound pressure level in Decibels equals to  $10 \log$

$$\frac{P1}{P2}$$

Where P2 equals 0.002 dynes/cm squared



7. **ODORS:** Odors from any use hereafter begun, except motor vehicles owned or leased by Owner, shall not be discernible at the property line to a greater degree than odors from a plant for the manufacture or fabrication of books, electronic equipment or other plants in which operations do not result in a greater degree of odors. The values given in (Odor Thresholds) Chapter 5, "Physiological Effects", in the "Air Pollution Abatement Manual," by the Manufacturing Chemists' Association, Inc., Washington D. C., copyright 1951, shall be used as a standard in cases of doubt concerning the character of odors emitted. Detailed plans for the prevention of restricted odors crossing property lines may be required before the issuance of a building permit.
8. **GLARE:** Glare, whether direct or reflected, such as from floodlights, or high temperature processes, and as differentiated from general illumination, shall not be visible at any property line, insofar as is possible.
9. **EXTERIOR LIGHTING:** Any lights used for exterior illumination shall direct light away from adjoining properties, insofar as is possible.
10. **VIBRATION:** Vibration, except motor vehicle, shall not be discernable at any property line to the human sense of feeling for three minutes or more duration in any one hour. Vibration at any time shall not produce at any time an acceleration of more than .01 gravities or shall result in any combination of amplitudes and frequencies beyond the "safe" range of Table 7 United State Bureau of Mines Bulletin No. 442 "Seismic Effects of Quarry Blasting," on any structure. The methods and equations of said Bulletin No. 442 shall be used to compute all values for the enforcement of this provision.
11. **SMOKE:** Measurement shall be at the point of emission. The Ringelman Smoke Chart published by the United States Bureau of Mines shall be used for the measurement of smoke. Smoke not darker or more opaque than No. 1 on said chart may be emitted except smoke not darker or more opaque than No. 2 on said chart may be emitted for periods not longer than four (4) minutes in any thirty (30) minutes. These provisions, applicable to visible grey smoke, shall also apply to visible smoke of a different color but with an equivalent apparent opacity. The provisions of this paragraph shall not apply to smoke from motor vehicles.
12. **DUST:** Solid or liquid particles shall not be emitted at any point in concentrations exceeding 0.3 grains per cubic foot of the conveying gas or air. For measurement of the amount of particles in gases resulting from combustion, standard corrections shall be applied to a stack temperature of 500 degrees Fahrenheit and 50% excess air.
13. **GASES:** Fumes or gases other than motor vehicles, shall not be emitted at any point in concentrations or amounts that are noxious, toxic or corrosive. The values given in Table I (Industrial Hygiene Guidelines - Maximum Allowable Concentration for eight hour day, five days per week), (Odor Thresholds), Table III (Concentrations of Substances Causing Pain in the Eyes), and Table IV (Exposures to Substances Causing Injury to Vegetation) in the latest revision of Chapter 5, "Physiological Effects", that contains such tables, in the

"Air Pollution Abatement Manual", by the Manufacturing Chemists Association, Inc., Washington D.C., are hereby established as guides for the determination of permissible concentration or amounts. Detailed plans for the elimination of fumes or gases may be required before the issuance of a building permit.

14. **HAZARD:** All permitted operations within the park shall be carried on with reasonable precautions against toxic waste, fire and explosion hazards.
15. **RADIATION:** All permitted operations with the Park shall cause no dangerous radiation at any property line as specified by the regulations of the United States Atomic Energy Commission.
16. **RADIOACTIVITY:** Operations shall cause no radioactivity or radioactive dust, gases or waste at any property line in violation of Title 10, Chapter 1, Part 20, Code of Federal Regulations, "Guidelines for Protection Against Radiation", dated January 16, 1957, or any subsequent revision or amendment thereof.
17. **ELECTRICAL RADIATION:** Any electrical radiation shall not adversely affect at any point any operations or any equipment other than those of the creator of the radiation. Avoidance of adverse effects from electrical radiation by appropriate single or mutual scheduling of operations is permitted. Guidelines of this section shall be Public Health Service Publications No. 000-RH-35. "Regulations, Guidelines & Guides for Microwaves, Ultra Violet Radiation and Radiation for Lasers and Television Receivers". Also, American Conference of Governmental, Industrial Hygienists "Threshold Limit Values of Physical Agents Adopted by AGGIH for 1969".
18. **WASTE:** All sewage and industrial wastes shall be treated and disposed of in such manner as to comply with the water quality guidelines applicable to the classification assigned to the receiving waters by the Utah Division of Environmental Health and the City of American Fork, Department of Public Works. Approval of all plans for waste disposal facilities shall be required before the issuance of any building permit. Each Owner and Tenant shall remove, at his own expense, any rubbish or trash of any character which may accumulate on its property and within the buildings. Rubbish and trash shall not be disposed of on the premises by burning in open fires or incinerators.
19. **BUILDING PERMITS AND INSPECTIONS:** Building permits are required for each project and are issued by the City of American Fork, Inspection Department. The Owner is responsible for obtaining permits for all new construction, remodeling and other improvements or modifications thereto. Inspection of all buildings is under the jurisdiction of American Fork City and other municipal, inspecting agencies may also have jurisdiction depending on the type of each facility and Owner shall obtain any permits needed from all entities having jurisdiction.
20. **CODES AND ZONING ORDINANCES:** The design and construction of all structures and improvements within the subject property shall comply with all national, state and

local codes, including but not limited to the following:

1. BUILDING CONSTRUCTION: Construction work shall comply with the version of the Uniform Building Code ("UBC") published by the International Conference of Building Officials, 560 South Los Robles, Pasadena, California, and adopted by American Fork City.
2. ELEVATORS: Elevators shall comply with the American Standard Safety Code.
3. MECHANICAL AND PLUMBING:
  1. Mechanical shall comply with the "Code and Manual for the Design and Installation of Mechanical Warm Air Heating Systems" National Warm Air Heat and Air Conditioning Association (NWAH & ACA) Manual No. 9, 4<sup>th</sup> Edition.
  2. ADME Boiler Construction Code for Low Pressure Heating Boilers.
  3. ASME Boiler & Pressure Vessel Code.
  4. Unfired Pressure Vessels - ASME Boiler and pressure Vessels Code, including Section VIII.
  5. "Code of Minimum Requirements for Comfort Air Conditioning (ASHAE)."
  6. Building Materials and Structures (BMS).
  7. Uniform Plumbing Code as adopted by the Western Plumbing Officials Association.
  8. American Standard Plumbing Code ASA A40, 7-1949.
  9. Utah Plumbing Code.
  10. "Uniform Building Code" of the Pacific Coast Building official conference.
  11. American Fork City Ordinances.
  12. Heat Exchangers - Guidelines of Tubular Exchanger

Manufacturers Association - TEMA Guidelines for Class "C" Heat Exchangers.

13. Guidelines for the Installation of Air Conditioning and Ventilating Systems other than Residence Type- National Board of Underwriters (NBFU) and National Fire Protection Association (NFPA) Pamphlet No. 90A.

14. N.B.F.U. Sprinkler Equipment Guidelines.

15. American Society of Heating, Refrigerating and Air Conditioning Engineers Guidelines.

16. American Welding Society Guidelines.

4. ELECTRICAL: Electrical shall comply with the National Electric Code.

5. ZONING ORDINANCES:

1. Regulations for the subject property fall under the American Fork City Zoning Ordinance Section GC2 General Commercial (for Commercially Zoned Areas) and Section I2 Planned Industrial Development (for planned industrial areas).

6. FACILITIES FOR PHYSICALLY HANDICAPPED: Elimination of architectural barriers for the physically handicapped State of Utah S.B. 120, 1969, and the Federal American with Disability Act, 1992.

21. PUBLIC SERVICES:

1. Public Roads, Curbs, Gutters, Sidewalks, Sewers, Storm Sewers & Water Mains:

Mr. Howard Denny  
City Engineer  
Department of Public Works  
American Fork City  
270 East 200 North  
American Fork, UT 84003  
(801) 763-3060

2. NATURAL GAS

Questar Gas Company  
 60 South 100 West  
 Provo, Utah 84601  
 (801) 370-6599 or  
 1-800-323-5517

3. POWER

Utah Power & Light Company  
 P.O. Box 279  
 American Fork, UT 84003  
 1-888-221-7070

4. TELEPHONE SERVICE

U.S. West Communications  
 200 South 200 East  
 Salt Lake City, UT 84111  
 (801) 237-4332 or  
 1-800-477-7211

22. **MASTER PLAN:** The Master Plan or street dedication plat shows present and anticipated road locations and public utility easements. Future development in the Park and anticipated location of Lots, storm drainage and other general utility easement, roads, common areas, etc. may be shown on future subdivision or plat plans which divide the Property into Parcels. This plan is subject to change and will be periodically updated to reflect actual growth and revisions to the plan.
23. **SITE PLAN SURVEY:** The Parcel Owner's Architect shall be responsible for obtaining the description and survey of the Parcel, Building Area, and easement on each Parcel.
24. **SOILS TESTING:** Because of the various geological formation in the area, each Owner and/or their Architect or Engineer will be responsible for having test borings made in the location of the building they propose and such findings made a part of the construction documents. Design of the building for the specific site is the sole responsibility of each Owner and/or their consultants.
25. **UTILITIES:** All incoming utilities shall be underground and shall rise within the buildings. Wires, conduits, transformers, valves, meters, etc., shall be in either separate permanent structure designed as an integral part of the visual project development or enclosed within the principal building. Contact should be made with gas and electric companies before any presentations are made to the reviewing committee to confirm the location and suitability of screening for transformers and meters. A written approval of

screening techniques and location by the engineering department of the respective utilities is strongly recommended.

**26. ROADS AND TRAFFIC:**

- a. All roads and parking areas are to be of concrete or asphaltic concrete and shall conform to performance guidelines set by the City.
- b. All curbs, gutters, and walks to be of concrete.
- c. Location of all property roads to or from a public road are regulated and are to be approved by the American Fork City, Traffic Engineering Department.
- d. No parking shall be permitted in the front setback.

**27. FENCES AND SCREENS:**

- a. All fences and screens are to be of a permanent nature and constructed of masonry or other approved material.
- b. All fencing shall be maintained in good condition at all times.
- c. Total property line fencing is discouraged.

**28. TRUCK LOADING FACILITIES AND STORAGE:**

- a. Provisions shall be made for off-street truck loading facilities which shall be in screened yards not exposed to obvious view.
- b. No loading platforms or structures are permitted in the front setback area.
- c. All loading movements including turn around, shall be made off the public right of way and on the tenant's property. Truck loading shall not project into any public right of way.
- d. Sufficient off-street loading space for trucks shall be provided.
- e. No materials, supplies, equipment, finished products or semi-finished products, raw materials, or articles of any nature shall be stored or permitted to remain on any building site outside of the building or screening structures constructed thereon.

**29. BUILDING HEIGHT:** Buildings constructed adjacent to I-15 shall not be higher than

50 feet or if limited by any governmental entity or agency having jurisdiction over the project to such established limits, exclusive of mechanical equipment. Buildings adjacent to I-15 shall be located and constructed so as to maintain a view corridor to the extent possible to the rest of the Park. The intent is to maximize visibility from the freeway and to all Buildings in the Park.

30. **ILLUMINATION OF BUILDINGS AND GROUNDS:** Exterior lighting of building, landscape lighting and parking lighting must meet applicable codes and be approved by the reviewing committee. All parking areas must have adequate lighting.
31. **PARKING GUIDELINES:** The size of each parking space is a minimum of 9' x 18' with proper and adequate circulation area to the extent that the actual requirement for parking space by an individual user is less than that required by the Master Declaration and American Fork City Ordinances. The number of spaces may be reduced to be in line with actual needs. However, the unused portion of parking area is to be landscaped and left free of buildings so that expansion of the parking can be implemented if necessary. Notwithstanding the foregoing, parking on all Parcels must satisfy the requirements of any applicable laws or ordinances, which may be more restrictive than the requirements contained herein, including, Resolution 98-01-01R adopted by American Fork City on January 13, 1998.
32. **PLANS AND SPECIFICATIONS REQUIRED FOR APPROVAL:** Owner shall provide complete site plans, landscaping plans, building plans, together with associated specifications for review and approval by the Committee (as defined in the Master Declaration) prior to the commencement of any construction or improvements upon the Property. The Committee shall have sixty (60) days after initial submission of plans and fifteen (15) days after resubmission of plans to approve or disapprove of the plans.

Failure to respond within said time period shall be deemed an approval. The time period shall commence on the date the plans are received by the Committee. Plans shall be submitted for review and approval and shall be revised as necessary until final approval is received. All approvals must be in writing. Three (3) copies of the following plans and information should be submitted and are required in order to receive final approval. The sixty (60) day review period shall not begin until all the following have been received by the Committee.

- (a) Schematic Design Phase - Consult with Project Manager's Architect, to review schematic site plans prior to preparing final building plans. Include basic building elevations showing building materials and building heights.
- (b) Site Utilization Plans - Shall be submitted for final approval prior to the commencement of any final building or site construction working drawings and shall show the following:
1. Scale as large as possible but no less than 1" = 50'.

2. Show the location of all building footprints and other structures with dimensions from outside of wall to outside of wall and from edge of wall to property lines. Identify all existing proposed and future building expansion areas.
  3. As nearly as possible, show the location and outline of existing structures and parking areas within a distance of 300 feet of any proposed building.
  4. Show site boundaries completely dimensioned with metes and bounds.
  5. Include sections through the site if necessary to explain changes in level in the proposed buildings as related to the site and relationship to other adjacent existing and future structures.
  6. Indicate all outdoor facilities, parking, auto and pedestrian, service drives, loading docks, street and paved areas, approaches, walks, stairs, retaining walls, transformers, meters, and other outdoor features, etc. with building floor elevations.
  7. Show existing and proposed grading, contour elevations and drainage including identification of any existing site conditions, drainage ditches, utility lines, etc.
  8. Show all parking spaces and landscape areas, curbs, planter islands, etc. Also include overall landscaping scheme showing location of major trees, shrub and flower areas, signs, and grass areas.
  9. Include a site analysis chart which identifies total site area in square feet, building coverage in square feet and as a percent of site area, total gross building area (indicate number of floors and area of each building on site), parking spaces required and parking spaces provided.
- 33. FLOOR PLANS:**
- a. Scale 1/16" = 1' minimum, larger size preferred.
  - b. Identify each room and area by name and show overall dimensions.
  - c. Indicate special equipment, mechanical equipment and other items which could be considered as possibly producing an objectionable condition.
- 34. ELEVATIONS AND SECTIONS:**



- a. Scale 1/8" = 1'.
- b. Elevations and sections should be at the same scale. Expanded wall sections should also be provided.
- c. Show principal elevations, floor levels and indicate grades and other distinguishing features outside the building.
- d. Include sections which may be necessary to explain structural systems and other unusual features of design which show rooftop equipment, location and heights with floor to floor dimensions.
- e. Describe all exterior materials, colors and textures and provide sample board of actual materials if requested.

**35. FINAL PLANS AND SPECIFICATIONS:**

- a. After approval of site plan and basic buildings, but prior to the commencement of any construction, submit a complete set of site and building construction and working drawings, together with associated written specifications.
- b. The Committee will review drawings for variations from approved site plans and elevations and will also evaluate general layout, construction finishes, utility system installations and other pertinent details affecting the site layout, building elevations and overall project appearance. The Committee will notify Owner of any observed problems as soon as possible, but reserves the right to require modification to the plans at any time to the extent that it is discovered that such plans violate any covenants or conditions of approval or are materially different from plans previously approved.
- c. Final plan should include the following:
  - 1. Site plan showing all site improvements, buildings, existing and proposed contours, grade elevations, site utilities, and other underground installations, together with invert elevations.
  - 2. Landscape plan showing all proposed landscape features and describing the location, quantity and type of all plant materials and underground sprinkling system(s).

3. Complete architectural floor plans of each floor including basements and penthouses showing location of plumbing features, built-in features, all finish materials and other typical information and dimensions generally found on architectural floor plans.
  4. Building elevations, sections and details showing all windows, doors and other materials, finishes, design features, etc.
  5. Complete mechanical, electrical, plumbing and structural plans, together with associated details, equipment schedules, panelboards, fixtures and supplemental drawings as may be necessary to fully describe the complete installation.
  6. Written specifications fully describing the project work, installation, methods and other pertinent information typically included therein.
- d. All drawings and specifications shall be prepared by a licensed Utah architect and/or a professional engineer.
36. **CHANGE ORDERS:** Submit to the Committee copies of any change orders or revised drawings during the construction process which effect the site construction, layout, or the building elevations or exterior features including revised locations of equipment, underground utility systems, drainage systems, grading, landscaping, etc.
37. **AS-BUILT SURVEY:**
- a. At the completion of construction, Owner will be required to provide an as-built survey of the site improvements showing property lines, dimensions, location of all equipment and underground utilities, meters, and all other physical improvements upon the property and such items that are typically required in an ALTA Survey. Such drawings shall be prepared by and bear the certification of a licensed, professional engineer or land surveyor.
  - b. Owner shall also provide as-built tracings of floor plans, building elevations and section which shows any changes to the construction and indicated the proper location and configuration on construction in place.

**38. LANDSCAPING:**

- a. In order to provide for an unifying element throughout the park, a major planting concept has been established that will apply to all individual projects. The desired effect is a forest of high canopy trees and grass with enough dominance of one tree species and with enough uniformity of spacing along the roadways to provide a unity to the park.
- b. Lower trees for specimen and accent plantings, shrubs, and ground covers should be selected for unity and harmony. Plantings of annuals and/or perennials flowers to provide color is encouraged in featured areas and around building perimeters. A single grass will be used to minimize color variations from project to project.
- c. All planting and sprinkler plans should be prepared by a licensed landscape architect or some other qualified person acceptable to the Committee and must show and identify the location, spacing and type of each tree and other plant material. Plans shall also show location of all fences, screens, walks, drives, decorative pools, bermed areas, mounds, ponds, rock or other landscape features and shall be accompanied by a plant list showing botanical name, common name, size and number of all materials.
- d. All landscaped areas must be irrigated by an underground sprinkling system.
- e. All areas not hard surfaced must be planted unless otherwise approved by the Committee.
- f. Landscape construction is to be completed as part of the initial building construction no later than sixty (60) days after occupancy of the building unless weather conditions prohibit.
- g. The landscape development, having once been installed shall be maintained in a neat and acceptable manner. To the extent that trees or shrubbery die, Owner shall promptly replace any dead trees or shrubbery.

**39. TREES:**

- a. Tree density of one per one thousand (1,000) square feet of the first 15,000 s.f. of landscaped area and one tree per 2,000 s.f. of landscaped

area thereafter shall be provided.

- b. A row of trees along the public rights-of-way shall be provided with the base located fifteen (15) feet from the back of the concrete curb and with a spacing of twenty (20) feet. Trees along 1180 South, 830 East Street, 1300 South, and 860 East Street shall be Shade and Ornamental Trees and Evergreen Trees approved by the Common Facilities Manager and/or Committee. Other trees shall be approved, or disapproved by the Committee as they are presented.

**EXHIBIT "C"**

**COMMON AREAS**

The Common Areas shall include those areas shown on the street dedication plat as the Public Utility Easements area and such other areas as may be designated on individual site plans including the setback areas which are to be landscaped pursuant to the Declaration . Additional Common Areas and Facilities may be required on each individual Parcel as the Property is divided into lots.

**EXHIBIT "D"**

**EASEMENTS**

Shall include those easements shown on the street dedication plat as Public Utility Easement dated February 27, 1999 and recorded with the Utah County Recorder's office as Entry #60514 at Map # 8071, Recorded on May 26, 1999 for American Fork City. The Property is also subject to the Easements attached hereto and any other easements necessary for providing utilities to the site including the placing of utilities in the set back areas.

A copy of the current project Public Utility Easements and Entrance Monument Easement are attached hereto and made a part hereto.

Any additional easements which may be required on each individual Parcel as the property is divided into lots shall be shown on each site plan as it is submitted.

860 EAST PUBLIC UTILITY EASEMENT

Commencing at a point located South 00-25-09 East along the Section Line 1346.06 feet and West 464.78 feet from the East Quarter Corner of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 89°49'22" West 14.95 feet; thence North 290.94 feet, thence along the arc of a 20.00 foot radius curve to the left 21.98 feet (Chord Bears North 31°36'21" West 20.89 feet); thence along the arc of a 90.00 foot radius curve to the right 303.38 feet (Chord Bears North 33°36'21" East 178.82 feet); thence South 2°16'58" West 47.69 feet; thence along the arc of a 60.00 foot radius curve to the left 232.66 feet (Chord Bears South 48°13' West 111.89 feet); thence along the arc of a 50.00 foot curve to the right 54.95 feet (Chord Bears South 31°28'58" East 52.22 feet); thence South 275.99 feet; thence along the arc of a 15.00 foot radius curve to the right (Chord Bears South 45°5'19" West 21.25 feet) to the point of beginning.

1300 SOUTH PUBLIC UTILITY EASEMENT

Commencing at a point located South 00-25-09 East along the Section Line 1346.06 feet and West 464.78 feet from the East Quarter Corner of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 89°49'22" West 420.00 feet; thence along the arc of a 15.00 foot curve to the right 23.52 feet (Chord Bears North 44°54'41" West 21.18 feet); thence North 10.05 feet; thence South 89°49'22" East 450.00 feet; thence South 9.95 feet; thence along the arc of a 15.00 foot radius curve to the right 23.61 feet (Chord Bears South 45°5'19" West 21.25 feet) to the point of beginning.

Commencing at a point located South 00-25-09 East along the Section Line 1345.63 feet and West 974.77 feet from the East Quarter Corner of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 89°49'22" West 823.46 feet; thence North 89°44'48" West 462.94 feet; thence along the arc of a 15.00 foot curve to the right 23.50 feet (Chord Bears North 44°52'24" West 21.17 feet); thence North 5.07 feet; thence South 89°44'48" East 477.95 feet; South 89°44'48" East 838.43 feet; thence South 4.95 feet; thence along the arc of a 15.00 foot curve to the right 23.61 feet (Chord Bears South 45°5'19" West 21.25 feet) to the point of beginning.

1100 SOUTH PUBLIC UTILITY EASEMENT

Commencing at a point located South 00-25-09 East along the Section Line 80.03 feet and West 2330.03 feet from the East Quarter Corner of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 89°39'14" East 180.71 feet; thence South 20'46" East 15.00 feet; thence South 89°39'14" West 195.71 feet; thence along the arc of a 15.00 foot curve to the right 23.56 feet (Chord Bears North 44°39'14" East 21.21 feet) to the point of beginning.

630 EAST PUBLIC UTILITY EASEMENT

Commencing at a point located South 00-25-09 East along the Section Line 80.03 feet and West 2330.03 feet from the East Quarter Corner of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 89°39'14" East 15.09 feet; thence South 94.15 feet; thence along the arc of a 320.00 foot curve to the left 128.46 feet (Chord Bears South 11°30' East 127.60 feet); thence South 23° East 81.28 feet; thence along the arc of a 263 foot curve to the right 105.57 feet (Chord Bears South 11°30' East 104.87 feet); thence South 68.19 feet; thence West 15.00 feet; thence along the arc of a 15.00 foot radius curve to the right 23.56 feet (Chord Bears North 45° West 21.21 feet); thence North 53.19 feet; thence along the arc of a 233 foot curve to the left 93.53 feet (Chord Bears North 11°30' West 92.91 feet); thence North 23° West 81.28 feet; thence along the arc of a 350 foot curve to the right 140.50 feet (Chord Bears North 11°30' West 139.56 feet); thence North 79.06 feet; thence along the arc of a 15.00 foot curve to the right 23.47 feet (Chord Bears North 44°49'37" East 21.15 feet) to the point of beginning.

Commencing at a point located South 00-25-09 East along the Section Line 604.91 feet and West 2255.68 feet from the East Quarter Corner of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence East 15.00 feet; thence South 736.17 feet; thence North 89°44'48" West 15.07 feet; thence along the arc of a 15.00 foot curve to the right 23.50 feet (Chord Bears North 44°52'24" West 21.17 feet);

thence North 706.10 feet; thence along the arc of a 15.00 foot curve to the right 23.56 feet (Chord Bears North 45° East 21.21 feet) to the point of beginning.

#### 1180 SOUTH PUBLIC UTILITY EASEMENT

Commencing at a point located South 00-25-09 East along the Section Line 604.91 feet and West 2255.68 feet from the East Quarter Corner of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence East 706.12 feet; thence along the arc of a 200.00 foot curve to the right 140.10 feet (Chord Bears South 69°55'53" East 137.26 feet); thence South 49°51'47" East 517.01 feet; thence along the arc of a 200.00 foot curve to the right 174.05 feet (Chord Bears South 24°55'54" East 168.61 feet); thence South 192.42 feet; thence along the arc of a 15.00 foot curve to the right 23.61 feet (Chord Bears South 45°5'19" West 21.25 feet); thence North 89°49'22" West 9.95 feet; thence North 207.39 feet; thence along the arc of a 175.00 foot curve to the left 152.30 feet (Chord Bears North 24°55'54" West 147.54 feet); thence North 49°51'47" West 517.01 feet; thence along the arc of a 175.00 foot curve to the left 122.59 feet (Chord Bears North 69°55'54" West 120.10 feet); thence West 721.12 feet; thence North 10.00 feet; thence along the arc of a 15.00 foot curve to the right 23.56 feet (Chord Bears North 45° East 21.21 feet) to the point of beginning.

Commencing at a point located South 00-25-09 East along the Section Line 519.91 feet and West 2270.05 feet from the East Quarter Corner of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence East 721.12 feet; thence along the arc of a 285.00 foot curve to the right 199.65 feet (Chord Bears South 69°55'54" East 195.59 feet); thence South 49°51'47" East 517.01 feet; thence along the arc of a 285.00 foot curve to the right 248.03 feet (Chord Bears South 24°55'53" East 240.27 feet); thence South 207.73 feet; thence North 89°49'22" West 10.05 feet; thence along the arc of a 15.00 foot curve to the right 23.52 feet (Chord Bears North 44°54'41" West 21.18 feet); thence North 192.70 feet; thence along the arc of a 260.00 foot curve to the left 226.27 feet (Chord Bears North 24°55'53" West 219.20 feet); thence North 49°51'47" West 517.01 feet; thence along the arc of a 260.00 foot curve to the left 182.14 feet (Chord Bears North 69°55'53" West 178.43 feet); thence West 706.12 feet; thence along the arc of a 15.00 foot curve to the right 23.56 feet (Chord Bears North 45° West 21.21 feet); thence North 10.00 feet to the point of beginning.

#### RETENTION BASIN 1 PUBLIC UTILITY EASEMENT

Commencing at a point located South 00-25-09 East along the Section Line 1264.82 feet and West 1968.93 feet from the East Quarter Corner of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian; South 60.00 feet; thence North 89°44'48" West 150.00 feet; thence North 60.00 feet; thence South 89°44'48" East 150.00 feet to the point of beginning.

#### RETENTION BASIN 2 PUBLIC UTILITY EASEMENT

Commencing at a point located South 00-25-09 East along the Section Line 464.91 feet and West 1628.85 feet from the East Quarter Corner of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian; South 1°5'10" West 80.01 feet; thence West 168.54 feet; thence North 80.00 feet; thence East 170.06 feet to the point of beginning.

#### RETENTION BASIN 3 PUBLIC UTILITY EASEMENT

Commencing at a point located South 00-25-09 East along the Section Line 1262.12 feet and West 1447.70 feet from the East Quarter Corner of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian; South 65.00 feet; thence North 89°44'48" West 150.00 feet; thence North 65.00 feet; thence South 89°44'48" East 150.00 feet to the point of beginning.

#### RETENTION BASIN 4 PUBLIC UTILITY EASEMENT

Commencing at a point located South 00-25-09 East along the Section Line 1059.78 feet and West 852.55 feet from the East Quarter Corner of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 65°4'7" West 56.15 feet; thence along the arc of a 260.00 foot curve to the left



116.23 feet (Chord Bears North 24°57'46" West 115.27 feet); North 52°13'49" East 55.00 feet; thence along the arc of a 315.00 foot curve to the right (Chord Bears South 26°5'32" East 127.51 feet) to the point of beginning.

RETENTION BASIN 5 PUBLIC UTILITY EASEMENT

Commencing at a point located South 00-25-09 East along the Section Line 1286.38 feet and West 729.29 feet from the East Quarter Corner of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 60.00 feet; thence North 89°49'22" West 155.05 feet; thence along the arc of a 15.00 foot curve to the right 23.52 feet (Chord Bears North 44°54'41" West 21.18 feet); thence North 45.05 feet; thence South 89°49'22" East 170.00 feet to the point of beginning.

LOTLINE EASEMENT 1 PUBLIC UTILITY EASEMENT

Commencing at a point located South 00-25-09 East along the Section Line 374.64 feet and West 956.73 feet from the East Quarter Corner of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian; South 40°8'13" West 450.00 feet; thence North 49°51'47" West 20.00 feet; thence North 40°08'13" East 450.00 feet; thence South 49°51'47" East 20.00 feet to the point of beginning.

LOTLINE EASEMENT 2 PUBLIC UTILITY EASEMENT

Commencing at a point located South 00-25-09 East along the Section Line 962.97 feet and West 1232.51 feet from the East Quarter Corner of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 20.00 feet; thence West 1040.78 feet; thence North 20.00 feet; thence East 1040.78 feet to the point of beginning.

LOTLINE EASEMENT 3 PUBLIC UTILITY EASEMENT

Commencing at a point located South 00-25-09 East along the Section Line 609.30 feet and West 1507.93 feet from the East Quarter Corner of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 734.64 feet; thence North 89°49'22" West 20.00 feet; thence North 737.79 feet; thence along the arc of a 200.00 foot curve to the right 20.26 feet (Chord Bears South 80°52'45" East 20.26 feet) to the point of beginning.

LOTLINE EASEMENT 4 PUBLIC UTILITY EASEMENT

Commencing at a point located South 00-25-09 East along the Section Line 962.97 feet and West 2031.72 feet from the East Quarter Corner of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 379.05 feet; thence North 89°44'48" West 20.00 feet; thence North 378.96 feet; thence East 20.00 feet to the point of beginning.

ENTRY SIGN EASEMENT

Commencing at a point located South 00-25-09 East along the Section Line 79.34 feet and West 2214.52 feet from the East Quarter Corner of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 42°52'25" West 187.60 feet; thence along the arc of a 350.00 foot curve to the right 42.96 feet (Chord Bears North 3°31'5" West 42.95 feet); thence North 79.06 feet; thence along the arc of a 15.00 foot curve to the right 23.47 feet (Chord Bears North 44°49'37" East 21.15 feet); thence North 89°39'14" East 115.50 feet to the point of beginning.