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AFTER RECORDING, PLEASE RETURN TO:

Robert J. Grow, Esq.  
Rooker, Larsen, Kimball & Parr  
185 South State Street  
Suite 1300  
Salt Lake City, Utah 84111

PATRICIA R. BROWN  
REGISTERED TITLE

APR 2 4 32 PM '95

REGISTRATION  
SALT LAKE COUNTY

DECLARATION OF EASEMENTS  
AND COVENANTS

[Expressway 21 Business Park]

THIS INSTRUMENT, dated (for purposes of identification) as of September 1st 1984, is executed by F.C. STANGL III (hereinafter referred to as "Signatory"), whose address is 4455 South Seventh East, Suite 300, Salt Lake City, Utah 84107.

RECITALS:

A. Signatory is the owner of the "Entire Tract" referred to and described below. At the time this instrument is filed for record, no monetary liens or encumbrances, such as trust deeds or mortgages, affect such "Entire Tract" (except for governmental or quasi-governmental liens for taxes, charges, or assessments). As a result, at the time of such recordation Signatory holds all interests in such "Entire Tract" necessary in order that the terms and provisions hereof be appropriately effective and enforceable.

B. It is contemplated that in the future portions of said "Entire Tract" will or perhaps may be, separately owned, encumbered, leased, and/or otherwise dealt with. Signatory recognizes that it would be necessary or desirable to create an arrangement suitable to such state of affairs and accordingly has provided herein that said "Entire Tract" and/or portions thereof shall be burdened and/or benefitted by certain easements, covenants, restrictions, and/or requirements.

NOW, THEREFORE, for the foregoing purposes and in consideration of the reciprocal benefits to be derived from the easements, covenants, restrictions, and requirements set forth below, Signatory hereby consents, acknowledges, and agrees to all of the following terms and provisions and hereby grants such rights and easements, hereby agrees to such covenants, restrictions, and requirements, and/or hereby agrees that each and any portion of said "Entire Tract" shall be subject and subordinate to the arrangement provided for in this instrument (as the case may be).

1. Definitions. As used in this instrument each of the following

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terms shall have the indicated meaning:

Common Roadways shall mean and refer to the strips of land (together with all improvements thereon at the time in question) situated in Salt Lake County, State of Utah, that are described on Exhibit "B" attached hereto and made a part hereof by this reference or that are defined as additional "Common Roadways" in any amendment to this Declaration executed and recorded by Signatory pursuant to the right reserved in Paragraph (c) of Section 13 hereof.

Common Taxes shall have reference to the Taxes on or allocable to the Common Roadways. If the Common Roadways is not assessed and Taxed as an independent parcel for Tax purposes, separately from any other realty, then a portion of the total Taxes on the Tax parcel within which the Common Roadway is located shall be allocated to the Common Roadways by use of the following method (and the portion thus allocated shall be considered to be the Common Taxes relative to the Common Roadways). That part of the Taxes on or allocable to the land (as distinguished from any improvements thereon) contained within the Tax parcel in question shall have applied against it a fraction whose numerator is the area of the land included in the Common Roadways and whose denominator is the total land area of the Tax parcel in question in order to determine the Taxes allocable to the land included in the Common Roadways. That part of the Taxes on or allocable to the improvements situated on the Tax parcel in question shall have applied against it a fraction whose numerator is the reasonably estimated or determined value of the improvements included in the Common Roadways and whose denominator is the reasonably estimated or determined value of all improvements situated on the Tax parcel in question in order to determine the Taxes allocable to the improvements included in the Common Roadways. The Common Taxes shall be the total of the two (2) amounts determined pursuant to the foregoing.

Common Utility Facilities shall mean and refer to all storm drainage systems or facilities, sanitary sewer systems or facilities, natural gas systems or facilities, culinary or irrigation water systems or facilities, fire protection water systems or facilities, electrical systems or facilities, and telephone systems or facilities, that are situated within the Entire Tract and that are intended, designed, or used for the benefit of more than one Parcel.

Entire Tract shall mean and refer to the real property situated in Salt Lake County, State of Utah, described on Exhibit "A" attached hereto and made a part hereof by this reference.

Master Parcel shall mean and refer to whichever Parcel at the time in question constitutes the Master Parcel under this Declaration. Initially, and until such time (if ever) as said Parcel ceases, pursuant to the following provisions, to be such, the largest Parcel (based upon acreage) of which Signatory is an Owner at the time concerned shall constitute the Master Parcel. From time to time the Parcel that constitutes the Master Parcel may be changed through an amendment to this Declaration which: (a) Identifies

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the Parcel that theretofore constituted the Master Parcel; (b) Identifies the Parcel that thereafter is to constitute the Master Parcel; (c) Is executed by Signatory and by those parties referred to in terms (i) and (ii) of Section 13 of this Declaration which hold their respective interests in the Parcel that theretofore constituted the Master Parcel and the Parcel that thereafter is to constitute the Master Parcel; and (d) Need not be executed by any other party. If Signatory ceases to be an Owner of any Parcel and no amendment to this Declaration has been recorded in accordance with the immediately foregoing sentence designating a Master Parcel, Signatory shall, upon the request of any Owner, make a reasonable effort to file such an amendment within a reasonable time after such request. Nevertheless, if after such reasonable effort the signatures necessary to designate any of the Parcels as the Master Parcel cannot be obtained, Signatory may file such an amendment (without the approval of or execution by the parties described in item (c) of this paragraph) designating as the Master Parcel any Parcel Signatory deems appropriate in his sole discretion.

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

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

Parcel shall mean and refer to any portion of the Entire Tract with respect to which (and so long as, but only so long as) either of the following comes to be or continues to be the case: (i) record fee title to such portion is vested differently than another portion of the Entire Tract; and/or (ii) such portion is covered by any first-position Mortgage that does not also cover any other portion of the Entire Tract.

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

## 2. Easements for Utilities and Access Over Common Roadways.

Each of the Parcels shall have appurtenant thereto and shall be benefitted by, and the Common Roadways shall be subject to and shall be burdened by,

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a nonexclusive right-of-way and easement for ingress and egress by vehicular and pedestrian traffic over and across the Common Roadways and a nonexclusive easement for the laying, installation, operation, servicing, and maintenance of underground utility lines, wires, conduits, and related facilities (including, but not limited to, any underground Common Utility Facilities and, whether or not the same comprise or are part of the Common Utility Facilities, underground lines, wires, conduits, and facilities for electricity, natural gas, other fuels or power sources, telephone, sewage, storm drainage, and all types of water) through and across the Common Roadways. In the event the utility easement rights provided for in this Section 2 are exercised, the Owner of the Parcel intended to be served thereby shall pay or cause to be paid the cost involved and at its sole cost shall restore or cause to be restored to substantially their previous condition any improvements on the Common Roadways which may be damaged as a result of such exercise.

3. Dedication of Common Roadways. Signatory shall have the right, at its discretion, from time to time, at any time, and without the need for consent or approval by any party other than or in addition to the parties required by the provisions of this Section 3, to dedicate or cause to be dedicated to the public in general (i.e., to dedicate or cause to be dedicated to the appropriate governmental authority) all or any portion or portions of the Common Roadways. In the event any such dedication takes place, the right-of-way and easements dealt with in Section 2 above and the maintenance and other obligations created by this instrument, shall, upon such dedication, automatically terminate with respect to (and only with respect to) the portion or portions of the Common Roadways so dedicated. The only parties interested in the Entire Tract whose consent or approval need be obtained or shall be required in order to accomplish any such dedication shall be Signatory, the Owner of the Master Parcel, the Owner of the portion(s) of the Common Roadways to be so dedicated, and each Mortgagee which holds a Mortgage that encumbers the portion(s) of the Common Roadways to be so dedicated.

4. Payment of Taxes. Each Owner shall be obligated to pay to the Taxing authorities, before delinquency, all Taxes on the Parcel (or other realty, including, without limitation, the Common Roadways) owned by such Owner; provided, however, that any Taxes which are levied in a lump sum amount, but which may be paid in installments over a period of time, shall be required to be paid only as said installments fall due. If any Owner fails or refuses to pay to the Taxing authorities those Taxes which it is obligated to so pay under this Section 4 (unless the collection of the Taxes involved and any sale or forfeiture of property for nonpayment of such Taxes is prevented or suspended through appropriate legal proceedings), any other Owner may, after compliance with the notice and opportunity to cure requirements of Section 11 of this instrument, itself pay such Taxes, in which event the defaulting Owner shall upon demand reimburse the Owner which made the payment, together with interest from and after the time demand is made at the rate of 18% per annum until paid.

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5. Liability Insurance Covering Common Roadways. The Owner of the Master Parcel shall pay for and at all times maintain or cause to be maintained continuously in force public liability and property damage insurance providing coverage against personal injury, death, and property damage occurring on or about, or by reason of activities within, the Common Roadways. Such insurance shall be carried with a responsible company or companies and the limits thereof shall be such as to afford at least the coverage provided by a "combined single limit" of \$1,000,000.00 for bodily injury, death, and property damage. The named insureds under such insurance shall be the respective Owners the Parcels and the Common Roadways, and such additional party or parties (having an interest in a Parcel or the Common Roadways) as any of said Owners may specify in a writing delivered to the Owner of the Master Parcel. The Owner of the Master Parcel shall, upon the written request of any party which then has an interest in any of the Parcels or the Common Roadways (including the Mortgagee under any first-position Mortgage affecting a Parcel or a part of the Common Roadways), furnish to such party written evidence that the liability insurance required by this Section is in force. The cost of the insurance that is provided for in this Section shall constitute part of the Operating Expenses dealt with in Section 8 of this Declaration.

6. Casualty Insurance Covering Common Roadways. To the extent (but only to the extent) that such insurance coverage may be obtained and customarily is obtained with respect to facilities having the construction and other characteristics of the Common Roadways, the Owner of the Master Parcel shall pay for and at all times maintain or cause to be maintained continuously in force with a responsible company or companies insurance providing coverage equal to the full insurable value of the improvements included in the Common Roadways and insuring against the perils of fire, lightning, windstorm, hail, explosion, riot, damage from aircraft or vehicles, smoke damage, water damage, theft, vandalism, malicious mischief, and any other perils typically included within "extended coverage." The named insureds under such insurance shall be the respective Owners of the Parcels and the Common Roadways. The Mortgagee under any first-position Mortgage affecting a Parcel or a part of the Common Roadway shall, upon the delivery of a written request to the Owner of the Master Parcel from such Mortgagee or from the Owner of the Parcel in which such Mortgagee is interested, be added as an additional named insured or be provided with a loss payable mortgagee's endorsement to the policy of insurance (at the election of the Mortgagee concerned). Notwithstanding which parties may be named as insureds, as loss payees, or as Mortgagees under the casualty insurance policy(s) covering the Common Roadways, however, any proceeds of such insurance shall be payable to the Owner of the Master Parcel and/or to the Mortgagee under the first-position Mortgage on the Master Parcel, as Trustee(s) for all parties interested under said insurance policy(s), for use and application in repairing or restoring any improvements covered by such insurance that may be damaged or destroyed, and if reasonably possible said policy(s) shall be made to so provide. The Owner of the Master Parcel shall, upon the written request of any party which then has an interest in any Parcel or any part of

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the Common Roadway (including the Mortgagee under any first-position Mortgage affecting a Parcel or a part of the Common Roadways), furnish to such party written evidence that the insurance required by this Section is in force. The cost of the insurance that is provided for in this Section shall constitute part of the Operating Expenses dealt with in Section 8 of this Declaration

7. Contributing Toward Common Taxes. For purposes of this Section 7, an Owner's "Pro Rata Share" shall, for any Tax fiscal period, mean the ratio between the gross acreage of the ground surface area of such Owner's Parcel (excluding any area located with the Common Roadways, as defined herein, or the similar "Common Roadway" lying on and adjacent to southerly boundary of the Entire Tract) and the total of the gross acreage of all Parcels (excluding any area located with the Common Roadways, as defined herein, or the similar "Common Roadway" lying on and adjacent to southerly boundary of the Entire Tract).

The respective Owners of the Parcels shall, in the manner described in this paragraph, contribute their respective Pro Rata Shares of the Common Taxes. After the Common Taxes on any part of the Common Roadways for any given Tax fiscal period have been paid, the Owner of such part of the Common Roadways shall invoice the respective Owners of the Parcels for their respective Pro Rata Shares of such Common Taxes. The respective Owners of the Parcels shall be obligated to pay within ten (10) days to the Owner of such part of the Common Roadways the amount covered by such invoice. Any such amount which is not timely paid shall accrue interest from and after the end of said ten (10) day period at the rate of 18% per annum.

8. Operation and Maintenance of Commonly Administered Areas and Contributions Toward Operating Expenses. The Common Roadways and Common Utility Facilities shall, from and after the time that each of the same is initially improved or installed, be kept in a reasonably clean, orderly, attractive, and usable condition and in a good state of maintenance and repair by the Owner of the Master Parcel (except that as regards the Common Utility Facilities said Owner shall be obligated to accomplish the foregoing only to the extent that such matters are not the responsibility of or accomplished by the respective utility companies involved).

As used in this Section 8 the term "Operating Expenses" shall mean and include all of the following: (a) All costs and expenses which are incurred during the period in question or which are reasonably allocable to said period in connection with the operation or maintenance (but not in connection with the initial improvement or installation) of the Common Roadways and the Common Utility Facilities; (b) The cost of the insurance that is provided for in Sections 5 and 6 of this Declaration, to the extent that such cost is incurred during the period in question or is reasonably allocable to said period; (c) Management, managerial, clerical, and/or overhead charges, fees, or costs, all of which shall be deemed to be equal to 15% of the total of all

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other Operating Expenses; and (d) any Operating Expenses or Common Taxes from a prior period which were not paid to the Owner of the Master Parcel and which are determined by the Owner of the Master Parcel not to be legally or practicably recoverable (after reasonable effort) from the Owner obligated therefor, together with all interest, costs, and attorneys' fees due the Owner of the Master Parcel in conjunction therewith or resulting from any effort to collect the same. All of the aforesaid costs, expenses, and sums and the allocation thereof to the period in question shall be determined in accordance with the accounting procedures and business practices reasonably employed by the Owner of the Master Parcel, and shall include, without limitation, all out-of-pocket costs, expenses, and expenditures of such Owner, charges payable to or for utilities, costs of cleaning, services, repairs, ice and snow removal, and maintenance, costs of resurfacing, restriping, replacing damaged or worn-out improvements or landscaping, and sweeping, costs of traffic regulation and control, costs of the personnel (other than managerial personnel) necessary to perform any of the foregoing, and depreciation allowance on any machinery and equipment owned by the Owner of the Master Parcel and used in connection with the aforesaid matters.

For purposes of this Section 8, an Owner's "Pro Rata Share" shall have the same meaning as set forth in the preceding Section 7; provided, however, that the period(s) of time for determining such "Pro Rata Share" may be monthly, quarterly, semi-annually, or annually, as chosen by the Owner of the Master Parcel, and may commence on the date(s) selected by such Owner.

The respective Owners of the Parcels shall, in the manner described in this paragraph, contribute their respective Pro Rata Shares of the Operating Expenses. Each of such Owners shall pay monthly, on or before the first day of each month or ten (10) days after such Owner is advised in writing of the amount thereof, whichever is later, such Owner's Pro Rata Share of Operating Expenses. The Owner of the Master Parcel, at its option, either may invoice the respective Owners of the Parcels for their respective Pro Rata Shares of Operating Expenses on a monthly basis as the actual amount of such Expenses becomes known or may invoice such Owners in advance based upon the Master Parcel Owner's reasonable estimate of such Expenses for an upcoming calendar year (or portion thereof, where appropriate). If the Owner of the Master Parcel adopts the second alternative, the Parcel Owners shall pay their respective Pro Rata Shares in equal installments on a monthly basis, and as soon as reasonably possible after the end of such calendar year (or portion thereof concerned) the Owner of the Master Parcel shall furnish the respective Owners of the Parcels with a reasonably detailed final summary of the actual amount of Operating Expenses relative to such calendar year or portion thereof. If a final summary reveals that the monthly installments made by an Owner hereunder aggregate more or less than such Owner's Pro Rata Share of Operating Expenses relative to the calendar year or other period concerned, compensating payments shall be made between such Owner and the Owner of the Master Parcel within ten (10) days after said final summary is furnished. Any amount required to be paid by this

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Section 8 which is not timely paid shall accrue interest from and after the due date of the amount in question at the rate of 18% per annum.

9. Covenants to Run with Land. This instrument and all of the covenants, provisions, and requirements hereof are intended to be and shall constitute covenants running with the land, and shall be binding upon and shall inure to the benefit of the Signatory, the respective Owners from time to time of the Parcels or of other portions of the Entire Tract, any other party which has, acquires, or comes to have any interest in or which occupies or comes to occupy a Parcel or any other portion of the Entire Tract, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. This instrument and all of the covenants, provisions, and requirements hereof shall be binding upon each Parcel and each other portion of the Entire Tract, and all interests in each Parcel and each other portion of the Entire Tract shall be subject to this instrument and all of such covenants, provisions, and requirements. By acquiring, in any way coming to have any interest in, or occupying a Parcel or any other portion of the Entire Tract, the party so acquiring, coming to have such interest, or occupying consents to, and agrees to be bound by, this instrument and all of the covenants, provisions, and requirements hereof.

10. Title and Mortgage Protection. A breach of any of the covenants, provisions, or requirements of this instrument shall not result in any forfeiture or reversion of title or of any other interest in a Parcel or any other portion of the Entire Tract. A breach of any of the covenants, provisions, or requirements of this instrument shall not defeat, impair, or render invalid the lien of or other rights under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, any Mortgagee or trustee interested under any Mortgage affecting a Parcel or any other portion of the Entire Tract shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this instrument (other than those, if any, concerning a consent or approval to be given by a Mortgagee, in the event a Mortgagee's failure to give same is wrongful). No amendment to this instrument shall in any way affect the rights of any Mortgagee interested under a Mortgage which is in effect at the time of the amendment concerned or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment or unless the consent of such Mortgagee to the amendment concerned is not required for such amendment to be properly made in accordance with Section 13 hereof.

11. Default and Enforcement. The Owner of any Parcel or other portion of the Entire Tract and the Mortgagee interested under any Mortgage which may then affect any Parcel or other portion of the Entire Tract (but no parties other than such Owners and Mortgagees) shall have the right to

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enforce, through appropriate proceedings at law or in equity, such of the easements, covenants, provisions, and requirements of this instrument as are intended to benefit the Parcel or other portion of the Entire Tract in which such Owner or Mortgagee is interested. In the event the Owner of any Parcel or other portion of the Entire Tract defaults in performance of any of its obligations under this instrument, the Owner of any other Parcel or portion shall have the right, upon the expiration of at least fifteen (15) days following written notice of such default given to both the defaulting Owner and the Mortgagee under any first-position Mortgage which may then affect the Parcel or other portion owned by the defaulting Owner (unless efforts to effect a cure of a nonmonetary default have been instituted within said period and are thereafter diligently pursued to completion), to perform in the defaulting Owner's stead and thereafter to be reimbursed by the defaulting Owner, upon demand, for all costs, expenses, and damages expended or incurred by reason of the default, together with interest thereon at the rate of 18% per annum and reasonable attorneys' fees (including those incurred in connection with any appeal). If any action is brought because of a default under or to enforce or interpret any of the easements, covenants, provisions, or requirements of this instrument, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Except as may be specifically provided to the contrary therein, the provisions of the following Section 12 are not intended to be and shall not be construed to be in limitation of the provisions of this Section 11.

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

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right-of-way, or like interest affecting the delinquent Owner's Parcel at the time said Notice of Lien or like instrument is filed, shall also be subject and subordinate to the interests of the tenant or lessee under each lease, lease agreement, or similar instrument (whether recorded or unrecorded) affecting the delinquent Owner's Parcel or interests in the delinquent Owner's Parcel which is in effect at the time said Notice of Lien or like instrument is filed, but shall be prior and superior to any and all other interests or estates (whether recorded or unrecorded at the time said Notice of Lien or like instrument is filed) in or respecting the delinquent Owner's Parcel.

13. Amendment. Any provision contained in this instrument may be amended by, but only by, an instrument filed for record with the County Recorder of Salt Lake County, Utah which is executed by all of the following parties: (i) The Owner of each Parcel and of each other portion of the Entire Tract and the Mortgagee under each Mortgage then affecting any of the Parcels or any other portion of the Entire Tract (but no parties interested in any capacity other than as such an Owner or Mortgagee, except as otherwise provided in the following item (ii)); and (ii) Each other party (interested in a Parcel or another portion of the Entire Tract) which prior to the time of the amendment has been accorded the right, through a recorded supplement to this instrument meeting the requirements specified in the following Section 14, to be a necessary party to an amendment of this instrument. Notwithstanding the foregoing provisions, however:

(a) An amendment to this instrument which changes the Parcel that constitutes the Master Parcel under this Declaration need be executed by only those parties called for under the provisions of Section 1 of this Declaration that pertain to the definition of "Master Parcel."

(b) An amendment to this instrument which changes the (metes and bounds) description of any Parcel(s) and/or of the Common Roadways, but which does not change the perimeter description of the Entire Tract, need be executed only by Signatory and by those parties referred to in items (i) and (ii) above which hold their respective interests in whichever pieces of realty are involved in the (metes and bounds) description change.

(c) An amendment to this instrument which defines as additional "Common Roadways" any part of the Entire Tract and/or of the real property described on Exhibit "C" attached hereto and made a part hereof by this reference, need be executed only by Signatory and by those parties referred to in items (i) and (ii) above which hold their respective interests in the pieces of realty being so defined as additional "Common Roadways."

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14. Supplements. The Owner of any Parcel or any other portion of the Entire Tract shall have the right at any time, and without the need for any consent or agreement from any other party interested under this instrument, to execute and file for record with the County Recorder of Salt Lake County, Utah, a supplement to this instrument in which such Owner accords to a party (interested in the Parcel or other portion of the Entire Tract owned by such Owner) designated in such supplement the right to be a necessary party to an amendment of this instrument. In addition to providing the name and address of such designated party, any such supplement shall set forth the following: (i) Data sufficient to identify this instrument as recorded; (ii) A statement revealing the Parcel(s) or other portion(s) of the Entire Tract, in which the designated party is interested, that are owned by the Owner executing the supplement; (iii) A legal description of each of the Parcels or other portions of the Entire Tract covered by the foregoing item (ii); (iv) The nature of the designated party's interest; and (v) The conditions upon which the right of such party to be a necessary party to such an amendment will cease. Any such supplement may be repealed (and shall thereafter be of no further force or effect) by a further supplement executed and recorded by the party granted rights under such earlier supplement and by the Owner of the Parcel in which such party is or was interested.

15. Contributions from Third Parties. Nothing in this Declaration shall limit or shall be construed to limit the right of any Owner to require, pursuant to leases, contracts, or other agreements entered into with tenants, contract buyers, or other third parties, contribution from said tenants, contract buyers, or other third parties toward any of the obligations or expenses required to be paid by such Owner under this Declaration.

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

17. Right to Convey Common Roadways. At any time and from time to time, any Owner of any part of the Common Roadways may record a warranty deed conveying such part to all Owners as tenants in common in the ratio of their then respective "Pro Rata Shares" (as defined in Section 7 hereof) free and clear of all mortgages, trust deeds, or other non-governmental monetary liens, but subject to such other easements, restrictions, and rights-of-way as may then exist. Any such conveyance satisfying the requirements of the foregoing sentence shall be deemed accepted by all the Owners at the time of recordation and the Owner making such conveyance shall have no liability concerning the part of Common Roadways so conveyed arising from events or occurrences following the recordation of such deed. Any such purported conveyance which does not satisfy the requirements of the first sentence of this Section shall not be deemed to be accepted

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by any Owner unless his acceptance is set forth on said deed or in a subsequently recorded instrument.

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

19. Effective Dates and Duration. This instrument and any amendment or supplement hereto shall take effect as of the date on which it is filed for record in the office of the County Recorder of Salt Lake County, Utah. This instrument and all of the provisions hereof (except any provisions hereof which by their terms may cease to be effective at an earlier time) shall remain effective until this instrument is terminated and extinguished by an instrument filed with the County Recorder of Salt Lake County, Utah, and executed by all of the parties described in items (i) and (ii) of Section 13 hereof.

20. Interpretation. The purpose of this instrument is the creation of certain easements, covenants, provisions, and requirements which are to apply between and among the Parcels and other portions of the Entire Tract and which are to define and govern the rights and obligations as between those parties interested in a given Parcel or portion, on the one hand, and those parties interested in another Parcel or Parcels or portion or portions, on the other. Accordingly, this instrument is not intended to and shall not change, supersede, or defeat any agreements, leases, or other instruments heretofore or hereafter entered into or given which have as the subject matter thereof the respective rights and obligations of parties having an interest in the same Parcel or other portion of the Entire Tract.

The captions which precede the Sections of this instrument are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context or circumstance so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. This instrument shall be governed by and construed in accordance with the laws of the State of Utah.

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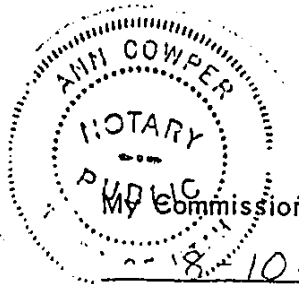
EXECUTED the day and year first above written.

"Signatory:"

*[Handwritten Signature]*  
F.C. STANGL III

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE)

On this 29th day of March 1985, personally appeared before me F.C. STANGL III, the signer of the above DECLARATION OF EASEMENTS AND COVENANTS, who duly acknowledged to me that he executed the same.



*Ann Cowper*  
NOTARY PUBLIC

Residing in: Salt Lake County

My Commission Expires:

10-18-88

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EXHIBIT A

to

DECLARATION OF EASEMENTS AND COVENANTS

The "Entire Tract" referred to in said Declaration consists of the following-described real property situated in Salt Lake County, State of Utah:

Beginning at a point on the south line of 2100 South Street, said point being N 89°44'00"E 330.0 feet along the section line and S 0°02'10"E 50.0 feet from the Northwest Corner of Section 21, Township 1 South, Range 1 West, Salt Lake Base and Meridian running; thence N 89°44'00"E 660.0 feet along said south line of 2100 South Street; thence S0°02'10"E 930.75 feet; thence S 89°44'00"W 940.0 feet to the east line of 3200 West Street; thence N 0°02'10"W 335.25 feet along said east line of 3200 West Street; thence N 89°44'00"E 280.0 feet; thence N 0°02'10"W 187.50 feet; thence S 89°44'00"W 165.0 feet; thence N 0°02'10"W 125.0 feet; thence N 89°44'00"E 165.0 feet; thence N 0°02'10"W 283.0 feet to the point of beginning. Contains 16.731 acres.

LESS AND EXCEPTING the following Parcels I and II:

Parcel I (Existing Building #1):

Beginning at a point on the south line of 2100 South Street, said point being N 89°44'00"E 470.00 feet along the section line and S 0°02'10"E 50.00 feet from the Northwest Corner of Section 21, Township 1 South, Range 1 West, Salt Lake Base and Meridian running; thence N89°44'00"E 282.24 feet along said south line of 2100 South Street; thence S0°02'10"E 108.00 feet; thence S89°44'00"W 282.24 feet; thence N0°02'10"W 108.00 feet to the point of beginning. Contains 0.700 acres.

Parcel II (Existing Building #2):

Beginning at a point on the south line of 2100 South Street, said point being N89°44'00"E 752.24 feet along the section line and S0°02'10"E

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50.00 feet from the Northwest Corner of Section 21, Township 1 South, Range 1 West, Salt Lake Base and Meridian running; thence  $N89^{\circ}44'00''E$  237.76 feet along said south line of 2100 South Street; thence  $S0^{\circ}02'10''E$  202.96 feet; thence  $S89^{\circ}44'00''W$  237.76 feet; thence  $N0^{\circ}02'10''W$  202.96 feet to the point of beginning. Contains 1.108 acres.

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EXHIBIT B

to

DECLARATION OF EASEMENTS AND COVENANTS

The "Common Roadways" referred to in said Declaration consists of the following-described strips of realty, situated in Salt Lake County, State of Utah:

Parcel I (40' Right-of-Way):

Beginning at a point on the south line of 2100 South Street, said point being N 89°44'00"E 430.00 feet along the section line and S 0°02'10"E 50.00 feet from the Northwest Corner of Section 21, Township 1 South, Range 1 West, Salt Lake Base and Meridian running; thence N 89°44'00"E 40.00 feet along said south line of 2100 South Street; thence S 0°02'10"E 905.75 feet; thence S 89°44'00"W 40.00 feet; thence N 0°02'10"W 905.75 feet to the point of beginning. Contains 0.832 acres.

Parcel II (60' Right-of-Way):

Beginning at a point N89°44'00"E 470.00 feet along the section line and S0°02'10"E 545.75 feet from the Northwest Corner of Section 21, Township 1 South, Range 1 West, Salt Lake Base and Meridian running; thence N89°44'00"E 242.24 feet; thence S0°02'10"E 60.00 feet; thence S89°44'00"W 242.24 feet; thence N89°44'00"W 60.00 feet to the point of beginning. Contains 0.334 acres.

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EXHIBIT C

to

DECLARATION OF EASEMENTS AND COVENANTS

The following-described real property located in Salt Lake County, State of Utah.

Parcel I (Existing Building #1):

Beginning at a point on the south line of 2100 South Street, said point being N 89°44'00"E 470.00 feet along the section line and S 0°02'10"E 50.00 feet from the Northwest Corner of Section 21, Township 1 South, Range 1 West, Salt Lake Base and Meridian running; thence N89°44'00"E 282.24 feet along said south line of 2100 South Street; thence S0°02'10"E 108.00 feet; thence S89°44'00"W 282.24 feet; thence N0°02'10"W 108.00 feet to the point of beginning. Contains 0.700 acres.

Parcel II (Existing Building #2):

Beginning at a point on the south line of 2100 South Street, said point being N89°44'00"E 752.24 feet along the section line and S0°02'10"E 50.00 feet from the Northwest Corner of Section 21, Township 1 South, Range 1 West, Salt Lake Base and Meridian running; thence N89°44'00"E 237.76 feet along said south line of 2100 South Street; thence S0°02'10"E 202.96 feet; thence S89°44'00"W 237.76 feet; thence N0°02'10"W 202.96 feet to the point of beginning. Contains 1.108 acres.

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