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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
LAYTON HILLS MALL, DAVIS COUNTY, UTAH

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "Declaration") is made as of this 12<sup>th</sup> day of January, 1979, by HOMCO INVESTMENT COMPANY, a Utah general partnership, hereinafter referred to as "Declarant".

RECITALS

A. Declarant owns in fee simple certain land situated in Davis County, Utah, more particularly shown on Exhibit "A" attached hereto and hereinafter referred to as the "Entire Parcel" or as the "Entire Property". The metes and bounds legal description of the Entire Parcel is shown on Exhibit "B".

B. Declarant desires to develop or cause the development of the Entire Parcel in its own right, by sale, or through ground lease and for this purpose, has separately described the Entire Parcel as Parcel A - the Dominant Parcel - and Parcels B, C, D, E and F - the Subparcels - and has separately described within the Entire Parcel certain Common Access Roads. All of the parcels are designated on Exhibit "A". The Dominant Parcel (other than certain portions thereof comprising Common Access Roads) is unlined. The Subparcels are shown by a single crosshatch and the Common Access Roads are shown by a double crosshatch. The descriptions of Parcel A, the Common Access Roads and of the Subparcels, by metes and bounds, are shown on Exhibit "B".

C. Declarant desires to present an integrated use of the Entire Parcel and to develop or cause the development of the Entire Parcel as a regional shopping center.

D. Declarant desires to provide for the construction, maintenance and operation of the Common Access Roads and until the development of each individual Subparcel as hereinafter described, the Declarant desires to provide for the common landscaping of the Subparcels to present a pleasant, harmonious use of the Entire Parcel, causing the Entire Parcel to appear to the public as being commonly owned, developed, coordinated and operated. Upon sale or development or separate mortgage loan financing of any Subparcel

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See Amendment - 806-481 864-011  
See Supplement 1300-1085  
See Supplement in Bl. 75 8 83 83

Declarant reserves the right to place additional covenants, conditions and restrictions upon said Subparcel, so long as they are not inconsistent with the provisions of this declaration.

NOW, THEREFORE, Declarant hereby submits the Entire Parcel to the covenants, conditions and restrictions hereinafter set forth, which covenants, conditions and restrictions shall be enforceable equitable servitudes, running with the land to be binding upon Declarant, its grantees, lessees, mortgagees, successors, purchasers and assigns in the manner and for the purpose hereinafter set forth.

1. Definitions. As used in this Declaration of Covenants, Conditions and Restrictions, the following terms shall have the following meanings:

A. Dominant Parcel shall mean Parcel A, together with the Common Access Roads, as shown pictorially on Exhibit "A" and described by metes and bounds on Exhibit "B".

B. Subparcel shall refer to each or any of Parcels B, C, D, E or F, as shown pictorially on Exhibit "A" and described by metes and bounds on Exhibit "B". All Subparcels shall be referred to collectively as the "Subparcels". The Subparcels are shown with a single crosshatch.

C. Common Access Roads or Common Access Roadways shall mean and refer to those portions of the Entire Parcel shown with double crosshatch on Exhibit "A" and described by metes and bounds on Exhibit "B", and such Common Access Roads shall be located, constructed and maintained for the benefit of the Dominant Parcel and the Subparcels. Initially, the southerly portion of the Common Access Roadways shall be located as depicted on Exhibit "A" and as described on Exhibit "B". At the election of Developer, at any time within ten (10) years from the date hereof, the portion of the roadway designated Future Road can be constructed by Developer at Developer's expense, and upon completion of the portion of the roadway designated Future Road the same shall thereupon automatically comprise a part of the Common Access Roadways and shall thereafter automatically cease to be part of Parcel A, that part of the Common Access Roadways shown and described on

Exhibit "A" and Exhibit "B" as lying immediately to the North of said Future Road and as lying between the termini of said Future Road shall be automatically closed and vacated to common use as a roadway, and that part so closed and vacated shall thereupon automatically comprise a part of Parcel A. Developer covenants that common rights and duties in the manner set forth in this Declaration shall remain in the portion of the Common Access Roadway to be closed and vacated until the portion designated Future Road is completed, at which time all common rights and duties hereunder shall transfer to such future portion. Until completion of the portion of the roadway designated Future Road, that area of Parcel A between the initial southerly portion of the Common Access Roadway and the roadway labeled "Future Road" shall be Common Landscaped Areas subject to all of the rights, duties and obligations hereunder, pertaining to Common Landscaped Areas. Upon completion of the portion of the roadway designated Future Road, all areas of Parcel A thus initially designated as Common Landscaped Areas shall cease to be such and the ground thereunder shall forever be and remain a part of Parcel A to be used in the manner provided for herein. Those roadways shown on Exhibit "A" bordering and surrounding the Entire Parcel and labeled as Frontage Road, Hill Field Road, Gordon Avenue, I-15 (Northbound) and I-15 (Southbound) and any other roadways surrounding but not located on any portion of the Entire Parcel are publicly dedicated roadways and not a part of the Common Access Road System. The Common Access Roads shall connect to the publicly dedicated roadways, substantially in the manner and at the locations pictured on Exhibit "A". Common Access Roads (or portions thereof) can become dedicated to the public in general at the desire of Developer in the manner set forth herein.

D. Common Landscaped Areas. Until such time as any given Subparcel shall be developed by Declarant or by lessees or Purchasers from Declarant, such Subparcel shall be landscaped by the Owner thereof to present a pleasant appearance to the public. Such landscaping shall be referred to as Common Landscaping or as Common Landscaped Areas. The Subparcel concerned shall be maintained in Common Landscaping and shall be designated as Common Landscaped Areas until the time referred

to hereafter in this Declaration. The fee title of the Subparcels used as Common Landscaped Areas shall not be affected by such use and only a terminable easement therefor shall exist.

E. Common Access and Landscaping Maintenance (CALM).

The maintenance, replacement and care required or desired for the proper operation, maintenance and use of the Common Access Roadways, the Common Utility Facilities and the Common Landscaping shall be referred to as Common Access and Landscaping Maintenance (CALM). Except as provided in Subparagraph 1 (C) hereunder, CALM shall have no relation to landscaping or roadways located within Parcel A nor to roadways located within the Subparcels. At such time as a Subparcel is developed and after the times hereafter set forth in this Declaration, CALM shall have no relation to landscaping developed and placed within such Subparcel in conjunction with the development constructed within such Subparcel.

F. CALM Charges. CALM Charges shall be the aggregate of the costs and expenses incurred for the operation, maintenance, replacement and repair (and not for the initial construction or installation) of the Common Access Roadways, Common Utility Facilities and the Common Landscaping located within the Entire Parcel as hereinafter more fully provided. The allocable share of CALM Charges to be borne by the Dominant Parcel and by each of the Subparcels shall be determined in the manner set forth in this Declaration.

G. Developer. Developer shall mean the Owner of Parcel A.

H. Purchaser shall mean the Owner of any of the Subparcels, Parcels B, C, D, E or F.

I. Common Utility Facilities. Common Utility Facilities shall mean all storm drainage facilities, sanitary sewer systems, natural gas systems, domestic or irrigation water systems, fire protection water systems, underground electrical systems, underground telephone systems and cable television systems situated on the Entire Premises within any of the fifteen (15) foot wide easement areas provided for in paragraph 2(C) hereof or within any Common Access Roadway. Any costs and expenses directly relating to the operation, maintenance, replacement and repair

(and not the initial construction or installation) of the Common Utility Facilities shall be considered a part of the CALM Charges.

J. Floor Area. Floor Area means, with respect to each building or structure located on one or any of the parcels, the total area designated or intended for a Permittee's exclusive use and occupancy including basements, mezzanines and upper floors, determined by measurements running from the center line of adjoining partitions and from outside wall faces and expressed in square feet.

K. Parking Areas. Parking Areas (as the same may be changed from time to time by the Owner of the parcel concerned) are areas located on a parcel which are set apart or used for the parking of motor vehicles and all interior roadways, walkways and curbs within or adjacent to such areas, but excluding the Common Access Roadways.

L. Parcel. The uncapitalized word parcels shall refer to both the Dominant Parcel and the Subparcels, taken together, and the uncapitalized word parcel shall refer to each or any thereof.

M. Permittees. Permittees means all Owners, occupants, tenants and their respective officers, directors, employees, agents, partners, contractors, customers, visitors, invitees, subtenants, licensees, concessionaires and guests.

N. Common Area. Common Area means that area of Parcel A or a Subparcel designated in any way by the Owner thereof as Common Area.

O. Owner. Owner means the record owner or owners, from time to time, of fee title to a parcel. The Owners shall be the parties in interest with regard to this document.

P. Mortgage and Mortgagee. As used in this Declaration the term Mortgage shall also include a Trust Deed. The term Mortgage or Trust Deed shall be limited to refer only to a Mortgage or Trust Deed held by a bona fide lending institution, or by Declarant. The term Mortgagee shall also include the beneficiary under a Trust Deed.

## 2. Easements for Use.

A. There is hereby created an easement for use over and upon the Common Access Roads in favor of each of the Owners and their Permittees, both for the passage of vehicles and pedestrians and the

doing of such other things as are authorized or required to be done on the Common Access Roadways. Declarant grants to Developer the right, in Developer's sole judgment from time to time, with the written consent of the holder of any Mortgage or Trust Deed on the Dominant Parcel, to dedicate all or part of the Common Access Roadways to the public in general and by such dedication to remove the Roadways thus dedicated from common use and responsibility hereunder. Developer shall give all Owners 90 days advance written notice of its intention to accomplish any such dedication, and the signature of Developer and the Mortgage or Trust Deed holder referred to above shall be the sole requirement with regard to the grant or transfer to the public.

B. There is hereby created an easement for the use of each Owner and the Permittees of each Owner over the Parking Areas of the Dominant Parcel and each of the Subparcels for access between and among the parcels and for the passage (but not the Parking) of motor vehicles and pedestrians and the doing of such other things as are authorized or required to be done on the Parking Areas under this Declaration. Enjoyment of the easements created by this subparagraph shall commence on the date the Parking Area in question is completed. Notwithstanding the foregoing, the Owner of any parcel shall have the right to eject from the Parking Areas located on such parcel any persons not authorized to use the same. Each Owner of each of the parcels reserves the right to close off its Parking Areas for such reasonable periods of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone; provided, however, before closing off any part of the Parking Areas, as provided above, such Owner must give notice to each of the Owners of the other parcels of its intention to do so and must coordinate its closing with the activities of each of the Owners of the other parcels so that no unreasonable interference with the operation of the Entire Parcel occurs.

C. There is hereby created a perpetual easement across and under each of the Common Access Roadways and a perpetual easement 15 feet in width immediately inside of each of the boundaries of Parcel A and each of the Subparcels for the installation, use,

operation, maintenance, repair, replacement, relocation and removal of Common Utility Facilities serving any of the parcels. All Common Utility Facilities installed within said easement areas shall be underground, except to the extent that the nature of an ingredient of the Common Utility Facilities requires that the same be above ground. Additionally, in the event of necessity and only in the event of necessity, the Owner of each of the parcels agrees to the location of Common Utility Facilities across and under such Owner's parcel in locations other than those above designated so long as such location does not unreasonably interfere with the use and operation of such parcel and so long as the Common Utility Facility concerned is located underground and does not cross within 10 feet of any building erected or to be erected upon such parcel. The precise location of such Common Utility Facilities shall be specifically approved by the Owner of the parcel to be crossed thereby. When so approved there shall automatically arise an easement for the Common Utility Facility concerned seven and one-half (7-1/2) feet on each side of the center line of such Common Utility Facility. Developer and all Purchasers covenant and agree that they, and each of them, will exercise their best efforts to locate all Common Utility Facilities within the utility easement areas lying within 15 feet of the boundary lines of the parcels or within the Common Access Roadways. The Owner of any parcel installing utilities within the areas affected by any of the foregoing easements shall, immediately after the installation of such utilities, restore the surface of the easement area to its condition immediately prior to such installation.

D. The use of the Common Access Roadways or the Common Utility Facilities easements by any person entitled to the use thereof shall be in common with all other persons so entitled. Each Owner of each of the parcels agrees not to obstruct or interfere in any way with the free flow of pedestrian and vehicular traffic over the Common Access Roadways, except in the case of Developer to the extent necessary for reasonable repair and maintenance, traffic regulation and control and to prevent a dedication thereof or the accrual of any rights to the publi

therein. Any roadways located within the Entire Parcel not part of the Common Access Roadways shall be properly maintained, regulated and operated by the Owner of the parcel through which such roadway passes and expenses thereof shall be the sole responsibility of such Owner.

3. Maintenance and Repair of Improvements on the Parcels.

The Owner of each parcel shall, at its sole cost and expense, maintain its buildings, Common Areas and other improvements and the landscaping within its parcel (except for such period of time that said landscaping is part of the Common Landscaping, as set forth herein) in good order, condition and repair and in the same condition as when originally constructed, ordinary wear and tear excepted. The foregoing sentence refers only to the required state of maintenance of existing buildings and improvements and, except as may be expressly stated in this declaration, nothing contained in this instrument shall be construed to require an Owner to rebuild any building destroyed by fire or other casualty, or to keep any particular building or improvement on such Owner's parcel.

4. Operation, Maintenance, Repair and Restoration of The Common Access Roadways, Common Utility Facilities and Common Landscaping.

A. From and after the initial installation thereof, Developer shall operate, maintain, replace and repair the Common Access Roadways, Common Utility Facilities and Common Landscaping in good order, condition and repair, but Developer shall be reimbursed for its costs incurred in so doing in the manner hereafter set forth.

B. Without limiting the generality set forth in this paragraph 4, Developer, in the operation, maintenance and repair of the Common Access Roadways, Common Utility Facilities and Common Landscaping, shall be obligated (subject to reimbursement) to maintain or cause to be maintained the areas in good order, condition and repair and shall perform without limitation the following services; (i) inspect, maintain, repair and replace the surface of the Roadways and curbs, keeping them level, smooth and evenly covered with the type of surface material



originally installed thereon or such substitute therefor as shall be in all respects at least equal in quality, appearance and durability; (ii) as rapidly as conveniently possible, remove all papers, debris, filth, refuse and surface waters, clear snow and ice and wash or thoroughly sweep paved areas, as required; (iii) maintain, replace and repair all landscaping damages and all diseased or no longer living landscaping with landscaping as nearly as possible of the same type originally installed and keep the same in first class thriving condition; (iv) maintain, replace and repair all pavement striping, entrance, exit and directional signs, markers and lights as shall be reasonably required and in accordance with the practices prevailing in the operation of first class regional shopping centers; (v) repair, maintain and replace all utility lines, pipes, wires, conduits and other distribution systems that are part of the Common Utility Facilities to the extent that the same are not repaired, maintained or replaced by public utilities; (vi) provide traffic control consistent with the practice prevailing in the operation of first class regional shopping centers. Notwithstanding anything to the contrary in this paragraph, the obligations of Developer to maintain and operate and the obligations of the Owners to share in the costs incurred shall be limited to those areas designated for Common Utility Facilities, Common Access Roadways and Common Landscaping.

5. Requirements Applicable to the Development and Operation of all Parcels.

A. The owner of each parcel shall construct and maintain on its parcel at least 5.5 automobile parking spaces for every 1,000 square feet of floor area on its parcel, except that as to Parcel A, the ratio shall be as follows:

(1) A minimum of 5.5 parking spaces for each 1,000 square feet of floor area (except as provided in the following item (2)).

(2) After the construction of each of the buildings of the size contemplated by the areas marked "future expansion" or "future building" on Exhibit "A" (whether or not such buildings are located in said areas), the parking areas on Parcel A will be reduced by the number of parking spaces required to effect a particular construction but shall, in any event, be maintained at a

minimum of 5 parking spaces for every 1,000 square feet of floor area.

(3) Subject to the terms and requirements of any other agreements which a parcel owner may enter into with tenants or others, the parking required hereunder may be provided by the construction of parking ramps.

B. During the time that Zions Cooperative Mercantile Institution (ZCMI) occupies the premises in Parcel A leased to it pursuant to a lease from Declarant dated March 23, 1978, unless the written consent of ZCMI is obtained respecting another arrangement; (i) each parking space in Parcel A shall be established and maintained at a 90° angle and shall have a minimum width of 9 feet 3 inches on center measured at right angles to the side line of the parking space; and (ii) each parking lane or parking bay (which includes two rows of parking spaces and an incidental driveway) within Parcel A shall be a minimum of 63 feet in width and each parking space shall be striped for a length of 18 feet so as to allow a 27 foot wide driveway.

C. All buildings shall have a minimum setback from the Common Access Roadways and from each other boundary of the parcel concerned of not less than 15 feet. So long as either the Lease with ZCMI referred to in B above or the Lease between Declarant and The Richer Department Store Company (Auerbach's) dated July 10, 1978, covering space within Parcel A is in effect, no building shall be constructed or expanded on any Subparcel which exceeds 25 feet in height (measured from the ground level front entrance) without the express written consent of the Tenant under whichever of said leases to ZCMI and Auerbach's is then in effect.

D. So as not to interfere with efficient automobile and pedestrian traffic flow between the parcels there shall be no selling activities conducted on or immediately adjacent to the Common Access Roadways without the prior written consent of all Owners.

E. Except as reasonably necessary or appropriate during periods that construction activities are ongoing or during periods that improvements may be unsafe or unusable due to damage or destruction, and except for buildings and other structures which may be constructed on some or all of the parcels, there shall not be constructed or

erected on any of the parcels or on the perimeter of any of the parcels any barricade or obstruction, whether temporary or permanent in nature, which limits or impairs the enjoyment of the easements created by and described in this Declaration and the free and unimpeded access between and among the parcels.

F. The Owner of each parcel shall carry or cause to be carried comprehensive public liability insurance covering activities on its parcel. Developer shall carry or cause to be carried public liability insurance covering activities on the Common Access Roadways and Common Landscaped Areas. Insurance required by this subparagraph shall have limits of not less than \$5,000,000 per occurrence for bodily injury, death, and property damage. The cost of insurance on the Common Access Roadways and the Common Landscaped Areas shall be part of the CALM Charges. Each policy of insurance shall be carried with a financially-responsible insurance company qualified to do business in Utah, shall insure against claims for personal injury or death and property damage occasioned by occurrences relating to the activities conducted on the property involved, shall provide that it may not be cancelled or reduced in amount of coverage without at least 30 days prior written notice being given by the insurer to Developer and to each other named insured, and shall name as additional insureds the Owner of each of the parcels.

G. Each parcel Owner (in this subparagraph called the "Indemnitor") shall indemnify, defend and hold harmless each of the other parcel Owners, their officers, directors, employees, agents and partners (in this subparagraph collectively called the "Indemnitee") against all claims, costs and expenses, including reasonable attorney's fees, and liabilities arising from the death of, or any accident, occurrence, injury, loss or damage whatsoever caused to any natural person or to the property of any person as shall: (i) for any reason occur in or on the parcel owned by the Indemnitor during the period that the Indemnitor is the Owner of said parcel; or (ii) occur by reason of any act or omission whatsoever of negligence or fault on the part of Indemnitor, its agents, servants, or employees occurring anywhere within the Entire Parcel during the period that the Indemnitor is the Owner of a parcel. Any Indemnitee shall give the Indemnitor notice of

any suit or proceeding entitling Indemnatee to indemnification pursuant to this subparagraph and the Indemnitor shall defend Indemnatee in such suit or proceeding.

H. Certificate of Insurance. Any Owner shall, on the request of any other parcel Owner, promptly furnish the requesting Owner with a certificate issued by the insurer concerned evidencing that there is in force insurance complying with the requirements set forth herein.

I. Waiver of Subrogation. Each Owner hereby waives its rights of recovery and causes of action for and hereby releases each of the other Owners from any liability for all losses and damages occasioned to the property or person of the waiving and releasing Owner, or to the property or person of such Owner's Permittees, to the extent that said losses and damages are covered and paid by insurance provided for herein. Each of the liability insurance policies required by this Declaration shall include, to the extent the same are available under said policy or by endorsement, without additional cost, waivers of any right of subrogation that the insurer involved may acquire against each and every Owner covered by said policy.

J. Amendments. So long as either of the Leases referred to in subparagraphs 5 B and 5 C above between Declarant and ZCMI and Declarant and Auerbach's are in effect, nothing in paragraph 5 entitled "Requirements Applicable to the Development and Operation of all Parcels" shall be amended or modified without the express written consent of the tenant under whichever of said leases to ZCMI and Auerbach's is then in effect.

6. Certification of Floor Area. Upon the completion of any construction on any parcel and at the written request of Developer, the parcel Owner shall cause its architect to certify to Developer in writing the number of square feet of initially or subsequently constructed Floor Area on such parcel. Notwithstanding anything contained in this Declaration, during the period of any damage, destruction, rebuilding, repairing or replacing of any building in the Entire Parcel, the Floor Area of the building shall be deemed to be the same as the Floor Area of the building immediately before such

period and upon completion of the rebuilding, repairing or replacing of such building, the parcel Owner shall, at the written request of Developer, again cause its architect to certify the number of square feet of Floor Area located on said Parcel, including the replacement building.

7. Expiration Date. This Declaration shall remain in full force and effect until 75 years from the date hereof and thereupon shall terminate and expire unless renewed for an additional term or terms by the Owners of all of the parcels.

8. Declaration for the Exclusive Benefit of Parcel Owners. The provisions of this Declaration are for the exclusive benefit of the parcel Owners, their successors and assigns and not, except as expressly provided herein, for the benefit of any third person. This Declaration shall not be deemed to have conferred any rights upon any third person, except as expressly provided herein.

9. Cost of Maintenance of Common Access Roadways, Common Utility Facilities and Common Landscaping. The Owner of each parcel will reimburse Developer for such Owner's pro rata share of the CALM Charges as hereafter provided.

A. CALM Charges shall be determined in accordance with generally accepted accounting principles consistently applied and allocated to any particular calendar year on the accrual method of accounting. Such costs and expenses shall include, but shall not be limited to real property taxes and assessments with respect to the Common Access Roadways (in the absence of separate assessments for Common Access Roadways, the land portion of the real property taxes and assessments shall be apportioned between Common Access Roadways and the balance of each tax assessment parcel on a land area square footage basis); upkeep, repairs, replacements and improvements in and with regard to the Common Access Roadways, Common Utility Facilities and the Common Landscaped Areas, snow and rubbish removal, depreciation allowance on any machinery and equipment owned by Developer and used in conjunction therewith, payroll and payroll costs, utility services, costs of the care and replacement of landscaping, fire line and water service charges, police protection, night watchmen, premiums for public liability insurance, which shall insure the Owners with regard to the Common Access Roadways and Common Landscaped Areas. In addition,

such costs shall include administrative costs equal to 15% of all other costs (exclusive of taxes and assessments) described in this subparagraph.

B. Each Owner shall pay to the Developer such Owner's pro rata share of CALM Charges in the following manner: (i) Each Owner shall pay to Developer in advance on the first day of each calendar month an amount computed by applying the rate of \$.03 per square foot to the Floor Area of all of the buildings located on such Owner's parcel as of the commencement of the calendar year during which said monthly payments are made. The foregoing rate per square foot may be adjusted by Developer by notice to the Owners at the end of any calendar month on the basis of Developer's experience and reasonably anticipated costs; (ii) within thirty days following the end of each calendar year, Developer shall furnish to each Owner a written statement covering the calendar year just expired showing the total CALM Charges therefor, the amount of such Owner's pro rata share thereof for such calendar year and the interim monthly payments made by such Owner with respect to such calendar year. If an Owner's pro rata share of such CALM Charges for the year in question exceeds that Owner's payments so made, the Owner shall pay Developer the deficiency within ten days after receipt of such statement. If such payments exceed such Owner's pro rata share of such CALM Charges, the Owner shall be entitled to offset the excess against the interim monthly payments next thereafter to become due Developer hereunder. Each Owner's pro rata share of the total CALM Charges for each calendar year shall be that portion of all such Charges which is equal to the proportion which the number of square feet of Floor Area of all buildings completed on the parcel owned by such Owner bears to the total number of square feet of Floor Area of all buildings located on the Entire Parcel which are completed as of the commencement of the calendar year in question. Failure by any Owner to pay its pro rata share of such CALM Charges shall result in the right of Developer to (among other things) certify a lien on such Owner's parcel and foreclose such lien in the manner set forth in paragraph 12 hereunder.

10. Removal of Common Landscaped Areas from Common Obligation. The Common Landscaped Area to be initially installed and landscaped by the Owner of any given Subparcel, and to be maintained by Developer, shall continue to constitute Common Landscaped Area until such time as construction is completed on the particular Subparcel and any one or more businesses located in any building so constructed on such Subparcel opens for business. At and after such time, all of the obligations regarding the landscaping and other maintenance relating to such Subparcel shall immediately transfer to the Owner of such Subparcel to be maintained pursuant to paragraph 11 and the other provisions of this Declaration.

11. Standards of Maintenance of Individual Parcels. Each Owner, at its sole cost and expense, (subject to reimbursement by such party or parties as such Owner may contract with therefor) shall keep and maintain, including replacements (but nothing herein shall be construed to obligate an Owner to rebuild or replace any building if it does not elect to do so), if necessary, the parcel owned by such Owner, the improvements located thereon and the appurtenances and every part thereof in clean, good and sanitary, first class order and condition. Such Owner shall keep the sewers and drains located on its parcel (other than Common Utility Facilities) open and clear and will keep the sidewalks, Parking Areas, Common Areas, closed areas and landscaping of the parcel clean and in first class condition. Each Owner shall, as often as necessary, paint, varnish or otherwise redecorate or renovate the exterior of buildings and improvements located on its parcel and keep the exterior of such buildings and improvements in the same condition as when constructed, reasonable use and wear thereof excepted. If the Owner of any Subparcel fails to so maintain its Subparcel, Developer can, upon thirty days advance written notice, secure the necessary repair, replacement or maintenance and bill such Owner for the costs incurred therefor; and upon failure of the Owner concerned to pay such bill for a period of thirty (30) days after presentment thereof, a lien against the parcel owned by the defaulting Owner and securing the payment of such amount may be

recorded as provided in paragraph 12, such lien to be established and foreclosed in the manner set forth in paragraph 12 hereof.

12. CALM Assessments and Obligations of Owners. Each monthly payment for CALM Charges as described in paragraph 9 hereof and any sums expended by Developer to perform obligations of any Subparcel Owner pursuant to paragraph 11 hereof, shall be separate, distinct and personal obligations of the party who is the Owner of the parcel concerned at the time the delinquency concerned comes to exist and shall be collectible as a personal obligation. Suit to recover a money judgment for such unpaid obligations may be maintained without foreclosure of, or waiving of the lien (described hereinafter) securing the same. If not paid when due, the amount of any such obligation, plus interest at 18% per annum, costs of action and reasonable attorney's fees, shall constitute a lien upon the parcel owned by the delinquent Owner. Such payment obligation of the delinquent Owner shall, at the option of Developer, be secured by a lien against the parcel owned by the delinquent Owner, evidenced by a notice of lien or like instrument filed for record by Developer with the County Recorder of Davis County, Utah. Any such lien may be foreclosed in the same manner as is provided for the foreclosure of mortgages covering real property, shall be subject and subordinate to each Mortgage affecting the delinquent Owner's parcel or interests in the delinquent Owner's parcel which is of record at the time said Notice of Lien or like instrument is filed, shall be subject and subordinate to each utility easement or like interest affecting the delinquent Owner's parcel which is of record 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.



Upon payment or other satisfaction of delinquent sums owed hereunder concerning which a notice of lien has been recorded, Developer shall cause to be recorded in the same manner as the notice of a lien a further notice stating satisfaction and release of said lien. In any foreclosure or sale, the delinquent Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. Developer or any other Owner shall have the power to bid in at foreclosure or other sale and to purchase the parcel against which said lien is being enforced.

13. Mortgagee Protection. From and after the time the holder of any Mortgage makes written request to the Developer, Developer shall notify such person or entity in writing in the event that the Owner of any parcel encumbered by a Mortgage held by such person or entity neglects for a period of 30 or more days to cure any failure on its part to perform any of its obligations under this Declaration.

A breach of any of the provisions, restrictions, or requirements of this instrument shall not result in any forfeiture or reversion of title or of any other interest in a parcel. A breach of any of the provisions, restrictions, or requirements hereof 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 interested under any Mortgage affecting a parcel 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 provisions or requirements of this instrument. No amendment to this instrument shall in any way affect the rights of any Mortgagee interested under a Mortgage which is of record 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.

In the event any other provision or clause of this Declaration deals with the same subject matter as is dealt with in this

Paragraph 13, the provision or clause which results in the greatest protection and security for a Mortgagee shall control the rights, obligations or limits of authority, as the case may be, with respect to the subject concerned.

14. Contribution from Third Parties. Nothing in this Declaration shall limit or shall be construed to limit the right of the Owner of any parcel to require, pursuant to leases, contracts or other agreements entered into with tenants, lessees, or other third parties, contribution from said tenants, lessees, or other third parties toward such Owner's share of any of the obligations or expenses required to be paid by such Owner under this Declaration.

15. No Partnership, Joint Venture or Principal-Agent Relationship. Nothing contained in or done pursuant to this Declaration shall be deemed to create the relationship of principal and agent or partnership or joint venture or of any association between or among the Owners or any of them.

16. Severability. If any provision of this Declaration shall to any extent be invalid or unenforceable, the remaining provisions of this Declaration or the application of such provision to persons or circumstances other than those in respect to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Declaration, unless necessarily conditioned upon the effectiveness of such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

17. Governing Laws. This Declaration shall be construed in accordance with the laws of the State of Utah.

18. Covenants Run with the Land. It is intended that all of the provisions of this Declaration shall, to the fullest extent legally possible, constitute covenants running with the land or equitable servitudes, as the case may be, and shall be binding upon each and every person who has, or acquires, any interest in any parcel.

19. Right to Enjoin. In the event of any violation or threatened violation of any of the provisions of this Declaration any parcel Owner shall have the right to obtain from a court of

competent jurisdiction a mandatory or prohibitory injunction against such violation or threatened violation. The provisions of this paragraph are not intended to limit any other remedies permitted by law.

20. Enforcement. All persons or entities who are Owners as set forth herein, shall have the right to enforce, through appropriate proceedings at law or in equity, any of the provisions, restrictions, or requirements of this Declaration. If any action is brought because of a breach of or to enforce or interpret any of the provisions, restrictions, 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. Nothing contained in paragraph 12 shall be construed to limit the provisions of this paragraph 20.

21. Supplements to Declaration. The Owner of any parcel 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 Davis County, Utah, a supplement to this instrument in which such Owner accords to a party (interested in the parcel 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 of such designated party, any such supplement shall set forth the following: (a) Data sufficient to identify this instrument as recorded; (b) A legal description of each of the parcels; (c) A statement revealing which parcel(s) are owned by the Owner executing the supplement; (d) A statement revealing the parcel(s) in which the designated party is interested; and (e) The nature of the designated party's interest.

22. Exhibit A. The location of particular buildings and the labels shown therefor and the location and layout of parking, walkways, and other improvements or interior circulation patterns

shown on Exhibit "A" are for illustrative purposes only and shall create no obligation or limitation whatsoever on the part of Declarant or any subsequent Owner respecting development or improvement of the Entire Parcel or any of the parcels contained therein, except that Common Access Roadways and the parcel boundaries shall be located substantially as shown on Exhibit "A" and as described on Exhibit "B". Nothing in this paragraph 22 shall, however, negate any obligation of Declarant or any subsequent Owner undertaken in separate agreements with Tenants or others. Any notes, legends, (other than Parcel descriptions) square footages or other writings appearing on Exhibit "A" shall not be considered to be a part thereof for any purpose.

23. Amendment. This Declaration may not be amended or otherwise modified except by a writing recorded in Davis County which has been executed and acknowledged by: (i) all those persons constituting Owners at the time such recordation occurs; (ii) the party or parties required by the provisions of subparagraph 5 J, if applicable; and (iii) each party, if any, which, pursuant to the arrangement contemplated by paragraph 21 hereof has been accorded the right to be a necessary party to an amendment of this instrument. The amendment provisions of this paragraph 23 are subject to the provisions of paragraph 13 hereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first written above.

HOMCO INVESTMENT COMPANY

By 

David M. Horne

By 

Layton P. Ott

By 

Paul W. Mendenhall

By 

Robert L. Mendenhall

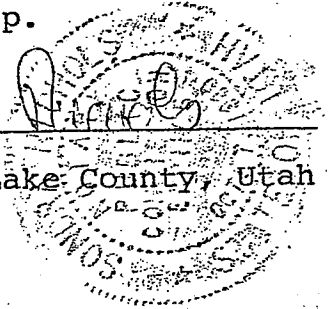
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STATE OF UTAH )  
 : SS  
COUNTY OF SALT LAKE )

On the 12<sup>th</sup> day of January, 1979, personally appeared before me David M. Horne, Layton P. Ott, Paul W. Mendenhall and Robert L. Mendenhall, all of the partners of Homco Investment Company, the signer of the foregoing instrument, who each duly acknowledged to me that they executed the same for and on behalf of Homco Investment Company, a Utah general partnership.

*[Handwritten Signature]*

Notary Public  
Residing at Salt Lake County, Utah



My Commission expires:

10/7/80



## EXHIBIT "B"

## I. LEGAL DESCRIPTION OF THE ENTIRE PARCEL

Beginning at a point that is South 89° 54' 50" West 1371.679 feet and North 0° 08' 08" East 501.129 feet from the Southeast Corner of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian; said point being on the West right-of-way line of the Hillfield Road (2400 West); thence North 0° 08' 08" East 1647.867 feet along said West right-of-way line; thence South 89° 54' 50" West 2394.474 feet to the Interstate 15 right-of-way fence; thence South 34° 57' 09" East 1195.886 feet; thence South 38° 47' 31" East 552.882 feet to a point of a 1085.92 foot radius curve to the left (bearing to center of curve bears North 53° 24' 29" East); thence South-easterly along the arc of said curve 264.387 feet; thence South 50° 17' 28" East 600.130 feet; thence South 34° 49' 00" East 201.836 feet; thence North 56° 17' 59" East 470.449 feet to a Department of Transportation right-of-way marker which represents a point of a 420.00 foot radius curve to the left (bearing to center of curve bears North 33° 42' 01" West); thence Northeasterly 252.481 feet along the arc of said curve; thence North 88° 43' 02" East 36.619 feet to a point of a 453.901 foot radius curve to the left (bearing to the center of curve bears North 69° 57' 36" West); thence Northeasterly 54.532 feet along the arc of said curve to the point of beginning.

## II. DOMINANT PARCEL

## A. PARCEL A

Beginning at a point that is South 0° 09' 50" West 807.779 feet from the center of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian; said point is on the South right-of-way of a proposed road; thence North 75° 09' 32" West 219.279 feet to a point of a 248.764 foot radius curve to the left (bearing to center of curve bears South 14° 50' 28" West); thence Southwesterly along the arc of said curve 370.931 feet to a point of tangency; thence South 19° 24' 28" West 130.768 feet to a point of a 270.118 foot radius curve to the left (bearing to center of curve bears South 70° 35' 32" East); thence Southwesterly along the arc of said curve 256.279 feet to a point of tangency; thence South 34° 57' 09" East 113.733 feet to a point of a 2932.591 foot radius curve to the left (bearing to the center of curve bears North 55° 02' 51" East); thence Southeasterly along the arc of said curve 198.435 feet to a point of tangency; thence South 38° 49' 46" East 220.587 feet to a point of a 329.486 foot radius curve to the left (bearing to center of curve bears North 51° 10' 14" East); thence Southeasterly along the arc of said curve 182.656 feet to a point of tangency; thence South 70° 35' 32" East 520.940 feet to a point of a 468 foot radius curve to the left (bearing to center of curve bears North 19° 24' 28" East); thence Northeasterly along the arc of said curve 892.551 feet to a point of tangency; thence North 0° 08' 08" East 324.891 feet to a point of a 159.484 foot radius curve to the left (bearing to center of curve bears North 89° 51' 52" West); thence Northwesterly along the arc of said curve 209.584 feet to a point of tangency; thence North 75° 09' 32" West 979.006 feet to the point of beginning.

## B. COMMON ACCESS ROADS

## 1. Northwest Entrance Road

Beginning at a point South  $64^{\circ} 59' 41''$  West 1174.819 feet from the center of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence South  $34^{\circ} 57' 09''$  East 688.309 feet to the point of an 80.00 foot radius curve to the left (bearing to center of curve bears North  $55^{\circ} 02' 51''$  East); thence Southeasterly along the arc of said curve .67.480 feet to a point on a 314.118 foot radius curve to the left (bearing to center of curve bears North  $84^{\circ} 51' 40''$  East); thence Southerly along the arc of said curve 44.175 feet to a point of a 124 foot radius curve to the right (bearing to center of curve bears North  $6^{\circ} 43' 06''$  East); thence Northwesterly along the arc of said curve 108.908 feet; thence North  $34^{\circ} 57' 09''$  West 718.965 feet; thence North  $89^{\circ} 54' 50''$  East 53.626 feet to the point of beginning.

SW 1/4

## 2. North Entrance Road

Beginning at a point that is South  $24^{\circ} 06' 36''$  East 541.940 feet from the center of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence North  $89^{\circ} 54' 50''$  East 30.00 feet; thence South  $0^{\circ} 09' 50''$  West 334.608 feet; thence North  $75^{\circ} 09' 32''$  West 31.012 feet; thence North  $0^{\circ} 09' 50''$  East 326.619 feet to the point of beginning.

SE 1/4

## 3. Northeast Entrance Road

Beginning at a point on the West right-of-way line of Hill Field Road, said point being South  $54^{\circ} 01' 25''$  East 1563.632 feet from the center of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence South  $0^{\circ} 08' 08''$  West 30.00 feet; thence North  $89^{\circ} 51' 52''$  West 180.019 feet to a point of a 125 foot radius curve to the left (bearing to center of curve bears South  $0^{\circ} 08' 08''$  West); thence Southwesterly along the arc of said curve 142.859 feet to a point on a 203.484 foot radius curve to the left (bearing to center of curve bears South  $19^{\circ} 35' 06''$  West); thence Northwesterly along the arc of said curve 16.848 feet; thence North  $75^{\circ} 09' 32''$  West 13.431 feet to a point on a 155 foot radius curve to the right (bearing to center of curve bears South  $66^{\circ} 59' 57''$  East); thence Northeasterly along the arc of said curve 181.617 feet; thence South  $89^{\circ} 51' 52''$  East 180.019 feet to the point of beginning.

SE 1/4

## 4. East Entrance Road

Beginning at a point that is South  $42^{\circ} 03' 04''$  East 1887.509 feet from the center of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence South  $0^{\circ} 08' 08''$  West 90.00 feet; thence North  $89^{\circ} 51' 52''$  West 158.019 feet; thence North  $0^{\circ} 08' 08''$  East 90.00 feet; thence South  $89^{\circ} 51' 52''$  East 158.019 feet to the point of beginning.

SE 1/4



5. South Entrance Road

Beginning at a point that is North 77° 50' 01" East 1021.653 feet from the South One Quarter Corner of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence North 33° 42' 01" West 105.411 feet to the point of a 130 foot radius curve to the left (bearing to center of curve bears South 56° 17' 59" West); thence Northwesterly along the arc of said curve 127.740 feet; thence West 314.086 feet to the point of a 520 foot radius curve to the right (bearing to center of curve bears North); thence Northwesterly along the arc of said curve 360.386 feet; thence North 50° 17' 28" East 187.926 feet to the point of a 161.671 foot radius curve to the right (bearing to center of curve bears North 39° 42' 32" East); thence Northerly along the arc of said curve 196.669 feet; thence North 19° 24' 28" East 164.00 feet; thence South 70° 35' 32" East 50.00 feet; thence South 19° 24' 28" West 164.00 feet to the point of a 111.671 foot radius curve to the left (bearing to center of curve bears South 70° 35' 32" East); thence Southerly along the arc of said curve 135.845 feet; thence South 50° 17' 28" East 187.926 feet to the point of a 470 foot radius curve to the left (bearing to center of curve bears North 39° 42' 32" East); thence Southeasterly along the arc of said curve 325.734 feet; thence East 314.086 feet to the point of a 180 foot radius curve to the right (bearing to center of curve bears South); thence Southeasterly along the arc of said curve 176.871 feet; thence South 33° 42' 01" East 105.411 feet; thence South 56° 17' 59" West 50.00 feet to the point of beginning.

S 1/2

6. Ring Road

The Layton Hills Mall Ring Road is described as that 44.0 foot property lying between and bounded by the two following described lines:

NUMBER 1

Beginning at a point that is South 0° 09' 50" West 763.037 feet from the Center of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian; said point is on the North right-of-way of a proposed road; thence North 75° 09' 32" West 207.944 feet to a point of a 292.764 foot radius curve to the left (bearing to center of curve bears South 14° 50' 28" West); thence Southwesterly along the arc of said curve 436.538 feet to a point of tangency; thence South 19° 24' 28" West 130.768 feet to a point of a 314.118 foot radius curve to the left (bearing to center of curve bears South 70° 35' 32" East); thence Southwesterly along the arc of said curve 298.024 feet to a point of tangency; thence South 34° 57' 09" East 113.733 feet to a point of a 639.538 foot radius curve to the left (bearing to the center of curve bears North 55° 02' 51" East); thence Southeasterly along the arc of said curve 397.812 feet to the point of tangency; thence South 70° 35' 32" East 816.369 feet to the point of a 388.697 foot radius curve to the left (bearing to the center of curve bears North 19° 24' 28" East); thence Northeasterly along the arc of said curve 741.307 feet to the point of tangency; thence North 0° 08' 08" East 324.891 feet to a point of a 205.484 foot radius curve to the left (bearing to center of curve bears North 89° 51' 52" West); thence Northwesterly along the arc of said curve 267.406 feet to a point of tangency; thence North 75° 09' 32" West 990.341 feet to the point of beginning.

S 1/2

## NUMBER 2

Beginning at a point that is South  $0^{\circ} 09' 50''$  West 807.779 feet from the center of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian; said point is on the South right-of-way of a proposed road; thence North  $75^{\circ} 09' 32''$  West 219.279 feet to a point of a 248.764 foot radius curve to the left (bearing to center of curve bears South  $14^{\circ} 50' 28''$  West); thence Southwesterly along the arc of said curve 370.931 feet to a point of tangency; thence South  $19^{\circ} 24' 28''$  West 130.768 feet to a point of a 270.118 foot radius curve to the left (bearing to center of curve bears South  $70^{\circ} 35' 32''$  East); thence Southwesterly along the arc of said curve 256.279 feet to a point of tangency; thence South  $34^{\circ} 57' 09''$  East 113.733 feet to a point of a 595.538 foot radius curve to the left (bearing to the center of curve bears North  $55^{\circ} 02' 51''$  East); thence Southeasterly along the arc of said curve 370.443 feet to the point of tangency; thence South  $70^{\circ} 35' 32''$  East 816.369 feet to the point of a 344.697 foot radius curve to the left (bearing to center of curve bears North  $19^{\circ} 24' 28''$  East); thence Northeasterly along the arc of said curve 657.393 feet to the point of tangency; thence North  $0^{\circ} 08' 08''$  East 324.891 feet to a point of a 159.484 foot radius curve to the left (bearing to center bears North  $89^{\circ} 51' 52''$  West); thence Northwesterly along the arc of said curve 209.584 feet to a point of tangency; thence North  $75^{\circ} 09' 32''$  West 979.006 feet to a point of beginning.

## 7. Future Road

PHASE II PORTION OF RING ROAD

Beginning at a point on the Southwesterly right-of-way line of a proposed road, said point being 1248.305 feet North of, and 486.045 feet West of the South Quarter Corner of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian; said point being the point of a 639.538 foot radius curve to the left (whose radius point bears North  $55^{\circ} 02' 51''$  East); thence Southeasterly along the arc of said curve 266.757 feet; thence South  $38^{\circ} 49' 46''$  East, 159.640 feet; thence along the arc of a 329.486 foot radius curve to the left (whose radius point bears North  $51^{\circ} 10' 14''$  East) for a distance of 182.656 feet; thence South  $70^{\circ} 35' 32''$  East, 520.940 feet; thence along the arc of a 468.00 foot radius curve to the left (whose radius point bears North  $19^{\circ} 24' 28''$  East) for a distance of 533.865 feet to a point on a 388.697 foot radius curve to the left (whose radius point bears North  $33^{\circ} 14' 32''$  West); thence along the arc of said curve 384.128 feet; thence Southwesterly along the arc of a 512.00 foot radius curve to the right (whose radius point bears North  $89^{\circ} 51' 52''$  West) for a distance of 976.466 feet; thence North  $70^{\circ} 35' 32''$  West, 520.940 feet; thence along the arc of a 373.486 foot radius curve to the right (whose radius point bears North  $19^{\circ} 24' 28''$  East) for a distance of 207.048 feet; thence North  $38^{\circ} 49' 46''$  West, 220.587 feet; thence along the arc of a 2976.591 foot radius curve to the right (whose radius point bears North  $51^{\circ} 10' 14''$  East) for a distance of 201.412 feet to the point of beginning.

### III. SUBPARCELS

#### 1. Subparcel B

Beginning at a point on the Northwestern right-of-way line of Hill Field Road where it is intersected by the Southwesterly line of the South entrance road into the Layton Hills Mall, said point being North 77° 50' 01" East 1021.653 feet from the South One Quarter Corner of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence South 56° 17' 59" West 395.449 feet; thence North 34° 49' West 201.836 feet; thence North 50° 17' 28" West 600.130 feet to a point on a 1085.92 foot radius curve to the right whose radius point bears North 39° 27' 30" East; thence Northwesterly along the arc of said curve 264.387 feet; thence North 38° 47' 31" West 552.882 feet; thence North 34° 57' 09" West 1195.886 feet; thence North 89° 54' 50" East 9.750 feet to the Southwesterly right-of-way line of the Northwest entrance road into the Layton Hills Mall; thence South 34° 57' 09" East 718.965 feet to the point of a 124.00 foot radius curve to the left whose radius point bears North 55° 02' 51" East; thence Southeasterly along the arc of said curve 108.908 feet to a point on a 314.118 foot radius curve to the left whose radius point bears North 87° 04' 54" East; thence Southerly along the arc of said curve 175.624 feet; thence South 34° 57' 09" East 113.733 feet to the point of a 2976.591 foot radius curve to the left whose radius point bears North 55° 02' 51" East; thence Southeasterly along the arc of said curve 201.412 feet; thence South 38° 49' 46" East 220.587 feet to the point of a 373.486 foot radius curve to the left whose radius point bears North 51° 10' 14" East; thence Southeasterly along the arc of said curve 207.048 feet; thence South 70° 35' 32" East 55.132 feet to the point of a 161.671 foot radius curve to the left whose radius point bears South 70° 35' 32" East; thence Southerly along the arc of said curve 196.669 feet; thence South 50° 17' 28" East 187.926 feet to the point of a 520.00 foot radius curve to the left whose radius point bears North 39° 42' 32" East; thence Easterly along the arc of said curve 360.386 feet; thence East 314.086 feet to the point of a 130.00 foot radius curve to the right whose radius point bears South; thence Southeasterly along the arc of said curve 127.740 feet; thence South 33° 42' 01" East 105.411 feet to the point of beginning.

#### 2. Subparcel C

Beginning at a point on the West right-of-way line of Hill Field Road where it is intersected by the South right-of-way line of the East entrance road into the Layton Hills Mall, said point being South 40° 16' 47" East 1955.130 feet from the Center of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence South 0° 08' 08" West 649.393 feet to a point on a 453.901 foot radius curve to the right whose radius point bears North 76° 51' 37" West; thence Southerly along the arc of said curve 54.532 feet; thence South 88° 43' 02" West 36.619 feet to a point on a 420.00 foot radius curve to the right whose radius point bears North 68° 08' 36" West;

thence Southwesterly along the arc of said curve 252.481 feet; thence South  $56^{\circ} 17' 59''$  West 25.002 feet to the Northeasterly right-of-way line of the South entrance road into the Layton Hills Mall; thence North  $33^{\circ} 42' 01''$  West 105.411 feet to the point of a 180.00 foot radius curve to the left whose radius point bears South  $56^{\circ} 17' 59''$  West; thence Northwesterly along the arc of said curve 176.871 feet; thence West 314.086 feet to the point of a 470.00 foot radius curve to the right whose radius point bears North; thence Northwesterly along the arc of said curve 325.734 feet; thence North  $50^{\circ} 17' 28''$  West 187.926 feet to the point of a 111.671 foot radius curve to the right whose radius point bears North  $39^{\circ} 42' 32''$  East; thence Northerly along the arc of said curve 135.845 feet; thence South  $70^{\circ} 35' 32''$  East 415.808 feet to the point of a 512.00 foot radius curve to the left whose radius point bears North  $19^{\circ} 24' 28''$  East; thence Southeasterly and Northeasterly along the arc of said curve 976.466 feet; thence North  $0^{\circ} 08' 08''$  East 46.882 feet; thence South  $89^{\circ} 51' 52''$  East 158.019 feet to the point of beginning.

### 3. Subparcel D

Beginning at a point on the West right-of-way line of Hill Field Road where it is intersected by the South right-of-way line of the Northeast entrance road into the Layton Hills Mall said point being South  $53^{\circ} 08' 33''$  East 1581.385 feet from the Center of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence South  $0^{\circ} 08' 08''$  West 453.009 feet; thence North  $89^{\circ} 51' 52''$  West 158.019 feet; thence North  $0^{\circ} 08' 08''$  East 188.009 feet to the point of a 203.484 foot radius curve to the left whose radius point bears North  $89^{\circ} 51' 52''$  West; thence Northwesterly along the arc of said curve 250.558 feet to a point on a 125.00 foot radius curve to the right whose radius point bears South  $65^{\circ} 20' 47''$  East; thence Northeasterly along the arc of said curve 142.859 feet; thence South  $89^{\circ} 51' 42''$  East 180.019 feet to the point of beginning.

### 4. Subparcel E

Beginning at a point on the West right-of-way line of Hill Field Road where it is intersected by the North property line of the Layton Hills Mall property, said point being South  $68^{\circ} 43' 32''$  East 1359.003 feet from the Center of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence South  $0^{\circ} 08' 08''$  West 425.465 feet; thence North  $89^{\circ} 51' 52''$  West 180.019 feet to the point of a 155.00 foot radius curve to the left whose radius point bears South  $0^{\circ} 08' 08''$  West; thence Southwesterly along the arc of said curve 181.617 feet; thence North  $75^{\circ} 09' 32''$  West 715.782 feet; thence North  $0^{\circ} 09' 50''$  East 334.608 feet; thence North  $89^{\circ} 54' 50''$  East 1015.017 feet to the point of beginning.

## 5. Subparcel F

Beginning at the point of intersection of the West right-of-way line of the North entrance road into the Layton Hills Mall with the North property line of the Layton Hills Mall property, said point being South 24° 06' 36" East 541.940 feet from the Center of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence South 0° 09' 50" West 326.619 feet; thence North 75° 09' 32" West 438.060 feet to the point of a 292.764 foot radius curve to the left whose radius point bears South 14° 50' 28" West; thence Northwesterly and Southwesterly along the arc of said curve 436.538 feet; thence South 19° 24' 28" West 130.768 feet to the point of a 314.118 foot <sup>5/12</sup> radius curve to the left whose radius point bears South 70° 35' 32" East; thence Southerly along the arc of said curve 78.228 feet to a point on an 80.00 foot radius curve to the right whose radius point bears North 6° 43' 06" East; thence Northwesterly along the arc of said curve 67.480 feet; thence North 34° 57' 09" West 688.309 feet; thence North 89° 54' 50" East 1286.079 feet to the point of beginning.