

**When recorded, return to:**

Bonnie McCoy  
Les Schwab Tire Centers  
PO Box 5350  
Bend, OR 97708

**DECLARATION OF RESTRICTIVE COVENANT**

**PARTIES:**

Miles Bell LC ("Owner")  
335 South Frontage Rd.  
Centerville, UT 84014

Leslie Rae Tuftin and ("Les Schwab")  
Les Schwab Tire Centers of Oregon, Inc.  
c/o Les Schwab Tire Centers  
PO Box 5350  
Bend, OR 97708  
Attn: Real Estate Management

ACCOMMODATION RECORDING ONLY.  
ASPEN TITLE INSURANCE AGENCY L.L.C.  
MAKES NO REPRESENTATION AS TO  
CONDITION OF TITLE NOR DOES IT AS-  
SUME ANY RESPONSIBILITY FOR VALIDITY,  
SUFFICIENCY OR EFFECTS OF DOCUMENT.

Tax Id # P<sup>+</sup> 03-001-0168  
03-001-0167

**RECITALS:**

- A. Owner desires to redevelop its real property but to do so requires additional land currently owned by Les Schwab and described on **Exhibit A** ("Contributed Property"). After the conveyance of the Contributed Property by Les Schwab, Owner will own the real property described on **Exhibit B** ("Owner Resultant Parcel").
- B. Following conveyance of the Contributed Property, Les Schwab will own the real property described on **Exhibit C** ("Les Schwab Property"). Les Schwab is willing to convey the Contributed Property in exchange for Owner executing and recording this instrument.

**TERMS:**

- 1. **Restrictive Covenant.** From and after the date hereof until December 31, 2029, no owner, occupant or tenant of all or any portion of the Owner Resultant Parcel may develop or operate a business that includes the sale, installation, or service of tires (the "**Tire Center Use**") on the Owner Resultant Parcel.
- 2. **Remedies.** Any breach of the terms and conditions of this Declaration shall cause irreparable harm to the owner of the Les Schwab Property. As such, the owner of the Les Schwab Property shall have the right to enforce the terms and conditions of this Declaration and shall have the right to seek and obtain temporary and/or permanent injunctive relief against the then current owner, occupant or tenant of the portion of the Owner Resultant Parcel upon which the violation has occurred or is threatened to occur. All of the remedies permitted or available to the owner of the Les Schwab Property shall be cumulative and not alternative to any other remedies available at law or in equity, and

an invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

3. **Covenant Running With Land; Binding on Successors and Assigns.** This Declaration and the restrictions contained herein shall burden the Owner Resultant Parcel, and be appurtenant to and benefit the Les Schwab Property. The restrictions and provisions herein shall run with the Les Schwab Property and the Owner Resultant Parcel and shall be binding upon and inure to the benefit of the successors in title to the Les Schwab Property and the Owner Resultant Parcel.
4. **Severability.** If any clause, sentence or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect and the court shall construe this Declaration as much as possible to give rise to the intent to the language hereof.
5. **Attorneys' Fees.** In the event of any action at law or in equity to enforce any of the provisions and/or rights under this Declaration, the prevailing party in such action shall be awarded reasonable attorneys' fees and court costs incurred therein.
6. **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, OWNER has executed this Declaration to be effective  
July 16, 2018.

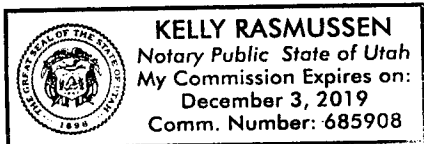
**MILES BELL LC**


By: Allison Bell  
Name: Allison Bell  
Title: manager

[INSERT NOTARY BLOCK ON ATTACHED PAGE]

STATE OF UTAH                    )  
  :SS  
COUNTY OF DAVIS                )

On the 6 day of July 2018, personally appeared before me ALLISON BELL,  
MANAGER of MILES BELL LC, the signer(s) of the within instrument, who duly  
acknowledged to me that they executed the same.



  
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Notary Public

**EXHIBIT A**

**CONTRIBUTED PARCEL**

Real property in the County of Davis, State of Utah, described as follows:

Beginning at the Southeast Corner of the Grantor's land said point being North89°40'15"East 687.285 feet along the Section Line and South0°19'45"West 266.81 feet to a point 296.76 feet North of the North Line of Porter Lane (as described in Special Warranty Deed Entry No.2771695 recorded 14 October 2013) from the Northwest Corner of Section 18, Township 2 North, Range 1 East, Salt Lake Base and Meridian, Davis County, Utah and running thence along the Grantor's property Line South89°40'15"West 96.98 feet; thence North0°19'50"West 1.75 feet; thence North89°40'15"East 96.98 feet; thence South0°19'45"West 1.75 feet to the point of beginning, containing 170 square feet.

**EXHIBIT B**

**OWNER RESULTANT PARCEL**

Real property in the County of Davis, State of Utah, described as follows:

Beginning at a point which is North89°40'15"East 687.285 feet along the Section Line and South0°19'45"West 265.06 feet to a point which is North 298.51 feet North of the North line of Porter Lane from the Northwest Corner of Section 18, Township 2 North, Range 1 East, Salt Lake Base and Meridian, Davis County, Utah and running thence South0°19'45"East 146.54 feet; thence North89°52'05"West 96.98 feet; thence South0°19'45"West 23.84 feet; thence South89°40'15"West 250.38 feet to the East line of a Frontage Road; thence North0°18'00"East 169.61 feet along said line; thence North89°40'15"East 345.50 feet to the point of beginning, containing 1.297 acres.

**EXHIBIT C**

**LES SCHWAB PARCEL**

Real property in the County of Davis, State of Utah, described as follows:

Beginning at a point North 89°40'15" East along the section line 687.285 feet from the Northwest corner of Section 18, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence South 0°19'45" East 266.81 feet to a point 296.76 feet north of the north line of Porter's Lane; thence South 89°40'15" West 96.98 feet; thence North 0°19'50" West 1.75 feet; thence South 89°40'15 West 248.52 feet to the easterly line of the Utah State Highway Department Frontage Road; thence North 0°18' East along said East line of Frontage Road 295.12 feet; thence North 2°51' East along said east line of Frontage Road 95.50 feet; thence North 89°40'15" East 337.80 feet; thence South 0°03'10" West 125.40 feet to the point of beginning.