

When Recorded Mail to:
R. Kent Buie
R. K. BUIE COMPANY
428 East 6400, Suite 201
Salt Lake City, UT 84108

2300

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07 JULY 87 04:23 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SECURITY TITLE
REC BY: REBECCA GRAY , DEPUTY

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (the "Declaration") is made this 10th day of June, 1987 by R. K. BUIE COMPANY INCORPORATED, a Utah corporation, and BUIECORP INCORPORATED, a Utah corporation (collectively the "Owner"), in contemplation of the following facts and circumstances:

A. Owner is the fee simple owner of certain real property located in Salt Lake County, State of Utah, and which is more particularly described as follows, and which shall be referred to herein as the "Property":

Beginning at a point in an existing fence line which is South 89°48'29" East, 782.00 feet along the 1/4 section line from the center of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 0°06'12" East, along said fence line 383.48 feet to the south line of 6400 South Street; thence South 84°35'37" East, 518.21 feet along said south line to an existing fence; thence South 0°06'12" West, along said fence 160.23 feet; thence South 89°48'29" East, 135.85 feet; thence South 0°06'12" West, along an existing fence 176.15 feet; thence South 0°00'42" West, 156.68 feet to the north line of Interstate Highway No. 215; thence North 83°08'55" West, 74.88 feet; thence North 82°23'02" West, 102.72 feet; thence North 83°04'55" West, 310.81 feet; thence North 83°08'55" West, 80.11 feet; thence North 79°50'37" West, 88.96 feet; thence North 73.63 feet to the point of beginning.

B. Owner has developed certain portions of the Property and intends to develop the entire Property and such development requires the existence of certain easements for ingress and egress.

SECURITY TITLE CO.
RJT No. 250253

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C. Owner desires to create such easements for the benefit of the Property and for any person or entity which may become an owner of all or part of the Property from time to time.

D. Various portions of the Property are presently subject to certain mortgage liens which constitute a lien and encumbrance to the Property and the holders of such mortgage liens (collectively "Lenders") have agreed to consent to the granting of such easements and to subordinate the priority of such lien and encumbrance to the easements herein granted.

NOW, THEREFORE, the Owner does hereby make the following Declaration of Easements:

1. Grant of Easements. Owner hereby grants, bargains, conveys and establishes to and for the benefit of the Property and all present and future owners of all or any portion of the Property, a mutual, reciprocal non-exclusive easement license, right and privilege of ingress and egress for vehicular and pedestrian traffic over and across the "Easement Parcel", as same is described in Paragraph 2 hereof, to all or any portion of the Property. The easements, rights and privileges granted hereby shall be for the benefit of and be restrictive solely to the owners from time to time of all or any portion of the Property, but such owner or owners may grant the benefit of such easement, right and privileges to its tenants now or hereafter occupying a building or portions thereof on the Property for a period of such tenancy, and to the customers, employees and business invitees of said tenants, but the same is not intended, and shall not be construed as creating any rights in and for the benefit of the general public.

2. Description of Easement Parcel. The easements herein granted shall be over and across the following

described portion of the Property, which portions shall be referred to herein as the "Easement Parcels":

Parcel A:

BEGINNING at a point which is South 89°48'29" East, 782.00 feet and North 0°06'12" East, 123.42 feet from the center of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 0°06'12" East, 26.00 feet; thence East 293.00 feet; thence South 26.00 feet; thence West 293.05 feet to the point of BEGINNING.

Parcel B:

BEGINNING at a point which is North 361.97 feet and East 982.26 feet from the center of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 200.17 feet; thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (chord bears South 45°00' West, 21.21 feet); thence East 33.00 feet; thence North 213.47 feet; thence North 84°35'37" West, 18.08 feet to the point of BEGINNING.

Parcel C:

BEGINNING at a point on the South right of way line of 6400 South Street said point being North 360.27 feet and East 1000.26 feet from the center of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 213.47 feet; thence East 33.00 feet; thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (chord bears North 45°00' West, 21.21 feet); thence North 196.76 feet; thence North 84°35'37" West, 18.08 feet to the point of BEGINNING.

Parcel D:

BEGINNING at a point which is South 89°48'29" East, 782.00 feet and North 0°06'12" East, 123.42 feet and East 293.05 feet from the center of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 26.00 feet; thence East 223.00 feet; thence South 0°06'12" West, 26.00 feet; thence West 222.95 feet to the point of BEGINNING.

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3. Construction of Improvements. The legal owner of that portion of the Property which is subject to the easements herein granted shall have the right to improve such portion, provided that such improvements shall be in the nature of roadways, curb and gutter, landscaping, traffic controls, and such other improvements which are customarily associated with and designed to facilitate the use of such easements for the purposes herein granted. The easements, rights and privileges herein granted shall be used and enjoyed in such a manner as to cause the least possible interference with the conduct and operations of the businesses at any time existing on the Property. No owner of the legal title to any portion of the Property shall have the right to construct any obstruction or barrier which will prohibit the use of the Easement Parcel for the purposes herein granted.

4. Duration. This Declaration and each easement, covenant, restriction, and undertaking created by this Declaration shall be perpetual.

5. Appurtenant to Property. Each and all of the easements, restrictions, covenants and rights granted or created herein are appurtenances to the Property and the separate portions thereof which may in the future be created by conveyance; and none of the easements, restrictions, covenants and rights may be transferred, assigned or encumbered except as an appurtenance to the Property or parcels derived therefrom. For the purposes of the easements, restrictions and rights, the portion of the Property benefitted by such easements, restrictions, and rights will constitute the servient estate, will constitute the dominant estate, and the portion of the Property burdened by such easements, restrictions, and rights will constitute the servient estate.

6. Covenants Run with Land. The easements hereby granted, the restrictions hereby imposed and the agreements and covenants herein contained shall be easements, restrictions and covenants running with the land, and shall inure to the benefit of, and be binding upon, the Owner and all future owners of all or any portion of the Property, and their respective heirs, successors and assigns, and all persons claiming under them in perpetuity from the effective date hereof, unless terminated either as set forth herein, or by unanimous consent of all the owners of the Property.

7. Cost of Maintenance. Each owner of any portion of the Property upon which improvements shall have been constructed shall be responsible to pay its proportionate share of the cost of maintaining improvements which have been constructed upon the Easement Parcels. The share of each such owner shall be the percentage determined by dividing the total square feet of leasable space upon said owner's portion of the Property by the total of all leasable square feet existing at the same time upon the Property. Said owner shall then be responsible to pay that percentage of the actual costs and expenses incurred in maintaining the Easement Parcels.

8. Modification. This Declaration and any easement, covenant, restriction or undertaking contained herein may be terminated, extended, modified, or amended as to the whole of the Property or any portion thereof only with the unanimous written consent of all the owners of the Property as of the date of such action.

9. Not a Public Dedication. Nothing contained in this Declaration will be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the owners that this Declaration will be strictly limited to and for the purpose expressed here.

5938 REV 1960

10. Severability. If any provision of this Declaration or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Declaration or the application of such provisions to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Declaration shall be valid and enforced to the fullest extent permitted by law.

11. Successors and Assigns. The rights herein granted or reserved and the restrictions herein set forth shall run with the land and the agreements herein contained shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

12. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah.

13. Execution. Each person executing this Declaration individually and personally represents and warrants that said person is duly authorized to execute and deliver the same on behalf of the entity for which it is being signed (whether it be a corporation, general or limited partnership or otherwise), and that this Declaration is binding upon said entity in accordance with its terms.

14. Consent of Lenders. Each respective Lender who executes a consent to this Declaration shall, by such signature, consent to the granting of the easements herein contained. Each such Lender does further agree that by such consent it does hereby subordinate each and every lien and encumbrance upon the Easement Parcel, which has been heretofore granted to such Lender, whether such lien or encumbrance be a deed of trust, mortgage, security agreement, financing statement, or otherwise, and and agrees that such lien or encumbrance shall be junior and inferior to this

PG# 5938 REV 1961

extinguish the rights and privileges herein granted. Upon any such foreclosure, Lender and any purchaser at such foreclosure sale and the successors and assigns of such purchaser shall take title subject to this Declaration. Nothing contained herein shall be construed to make any Lender responsible to perform any duty, assume any obligation, pay any monies or be otherwise obligated under the Declaration, except for the consent and subordination set forth in this Paragraph 14, unless and until such time as any such Lender shall become the owner of any portion of the Property. Any Lender may consent to this Declaration subsequent to the recordation hereof by an instrument signed by such Lender and recorded in the office of the Salt Lake County Recorder, State of Utah.

EXECUTED as of the day and year first hereinabove written.

OWNERS:

THE R. K. BUIE COMPANY
INCORPORATED,
a Utah corporation

Attest:

Denise Keyes
Denise Keyes
Assistant Secretary

By

R. Kent Buie
R. Kent Buie, President

BUIECORP INCORPORATED,
a Utah corporation

Attest:

Connie E. Buie
Connie E. Buie, Secretary
Carol O.

By

Robert E. Buie
Robert E. Buie, President

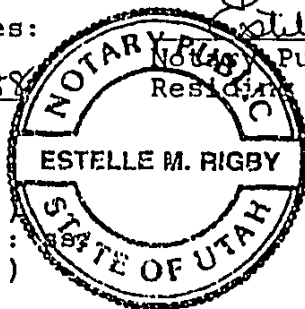
BOOK 5938 PAGE 1962

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

On the 29th day of June, 1987, personally appeared before me R. KENT BUIE and DENISE KEYS, who being first duly sworn did say that they are respectively the President and Assistant Secretary of THE R. K. BUIE COMPANY INCORPORATED, and that the above instrument was signed by them on behalf of THE R. K. BUIE COMPANY INCORPORATED by virtue of each of them being authorized by THE R. K. BUIE COMPANY INCORPORATED, and that said R. K. BUIE COMPANY INCORPORATED executed the same.

My Commission Expires:

January 3, 1988



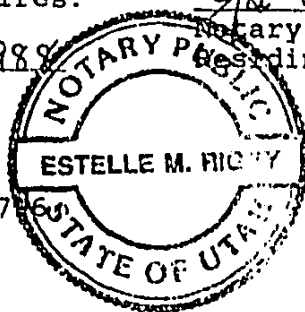
Residing at Bountiful, Utah

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

On the 29th day of June, 1987, personally appeared before me ROBERT E. BUIE and ~~CONNIE C.~~ BUIE, who being first duly sworn did say that they are respectively the President and Secretary of BUIECORP INCORPORATED, and that the above instrument was signed by them on behalf of BUIECORP INCORPORATED by virtue of each of them being authorized by BUIECORP INCORPORATED, and that said BUIECORP INCORPORATED executed the same.

My Commission Expires:

January 3, 1988



Residing at Bountiful, Utah

062987-1/C1.11/PE76

BOOK 5938 PAGE 1963

CONSENT
TO
DECLARATION OF EASEMENTS

THE UNDERSIGNED, for and on behalf of PENSION EQUITY GROWTH TRUST, a trust formed pursuant to the laws of the State of Utah, does hereby consent to be bound by the terms and conditions of that certain Declaration of Easements dated June 18, 1987 to which this Consent is attached.

The within consent is granted this 26th day of June, 1987.

PENSION EQUITY GROWTH TRUST

By Richard D. Nicholls
Richard D. Nicholls, Trustee

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

On the 26th day of June, 1987, personally appeared before me RICHARD D. NICHOLLS, who being by me duly sworn did say that he is a Trustee of PENSION EQUITY GROWTH TRUST, and that said instrument was signed in behalf of said Trust by authority of its Trust Agreement, and said RICHARD D. NICHOLLS acknowledged to me that said Trust executed the same.

My Commission Expires

061887-1701-02 PE 96

Scott A. Howell
Notary Public
Residing at Warrick, UT

5938 REC 1984

CONSENT
TO
DECLARATION OF EASEMENTS

THE UNDERSIGNED, for and on behalf of SURETY LIFE INSURANCE COMPANY, a Utah corporation, does hereby consent to be bound by the terms and conditions of that certain Declaration of Easements dated June 18, 1987 to which this Consent is attached with respect to Parcel B and Parcel C of the Easement Parcels as said parcels are more particularly described in Section 2 of said Declaration of Easement.

The within consent is granted this 26th day of June, 1987.

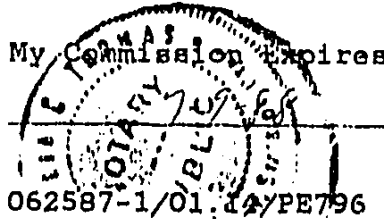
SURETY LIFE INSURANCE COMPANY
a Utah corporation

By Stephen M. Hill
Its Sr. V. P.

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

On the 26th day of June, 1987, personally appeared before me Stephen M. Hill, who being first duly sworn did say that he is the Sr. Vice Pres. of SURETY LIFE INSURANCE COMPANY, a Utah corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its board of directors and said Stephen M. Hill duly acknowledged to me that said corporation executed the same.

My Commission Expires:



Georgia C. Thomas
Notary Public
Residing at Beautiful, Ut.

2007 5938 REV 1965

CONSENT
TO
DECLARATION OF EASEMENTS

THE UNDERSIGNED, for and on behalf of UTCO ASSOCIATES, a Utah general partnership, does hereby consent to be bound by the terms and conditions of that certain Declaration of Easements dated June 18, 1987 to which this Consent is attached.

The within consent is granted this 30th day of June, 1987.

UTCO ASSOCIATES,
a Utah general partnership

BY _____
Its Partner

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

On the 30th day of June, 1987, personally appeared before me Robert D. Kent who did say that he is a Partner of UTCO ASSOCIATES, a Utah general partnership and that the within and foregoing instrument was signed in behalf of said partnership and said partnership duly acknowledged to me that said partnership executed the same.

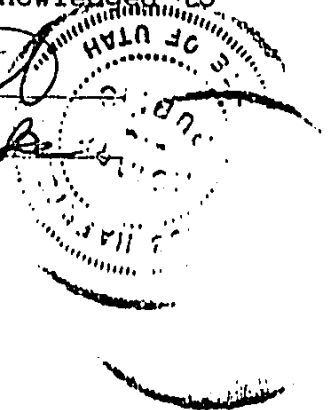
My Commission Expires:

9/14/89

R. Haerter
Notary Public
Residing at Salt Lake

061887-1/01.13/PE796

BOOK 5938 PAGE 1966

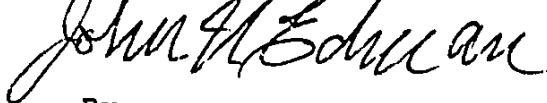


CONSENT
TO
DECLARATION OF EASEMENTS

THE UNDERSIGNED, for and on behalf of JOHN N. EDMAN CONSTRUCTION, INC., does hereby consent to be bound by the terms and conditions of that certain Declaration of Easements dated June 18, 1987 to which this Consent is attached.

The within consent is granted this 15 day of June, 1987.

JOHN N. EDMAN CONSTRUCTION, INC.



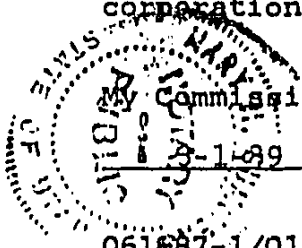
By _____
John N. Edman, ~~Vice~~ President

STATE OF UTAH)
): ss.
COUNTY OF WEBER)

On this 25 day of June, 1987, personally appeared before me JOHN N. EDMAN, the signer of the above instrument, who, being by me duly sworn did say, that he is the ~~Vice~~ President of JOHN N. EDMAN CONSTRUCTION, INC., and that said instrument was signed in behalf of said corporation and said JOHN N. EDMAN, being authorized, acknowledged to me that said corporation executed the same.

My Commission Expires: _____

061987-1/01.15/PE796


Mary M. Summers
Notary Public
Residing at Ogden, Utah

REC 5938 JUN 1987

CONSENT
TO
DECLARATION OF EASEMENTS

THE UNDERSIGNED, for and on behalf of CHILD RELATED RESEARCH, INC., ROBERT E. BUIE and CAROL BUIE, TRUSTEES OF THE CHILD RELATED RESEARCH EMPLOYEES PROFIT SHARING TRUST, and ROBERT E. BUIE and CAROL BUIE, individually, do hereby consent to be bound by the terms and conditions of that certain Declaration of Easements dated June 18, 1987 to which this Consent is attached.

The within consent is granted this 29th day of June, 1987.

Attest:

CHILD RELATED RESEARCH, INC.,
a Utah corporation

Carol Buie

By Robert E. Buie
Robert E. Buie, President

CHILD RELATED RESEARCH EMPLOYEES
PROFIT-SHARING TRUST

By Robert E. Buie
Robert E. Buie, Trustee

By Carol Buie
Carol Buie, Trustee

BOOK 5938 PAGE 1968

ROBERT E. BUIE

Robert E. Buie
ROBERT E. BUIE, Individually and as
a Beneficiary of the Child Related
Research Employees Profit-Sharing
Trust

CAROL BUIE

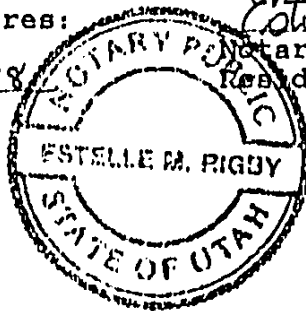
Carol Buie
CAROL BUIE, Individually and as a
Beneficiary of the Child Related
Research Employees Profit-Sharing
Trust

STATE OF UTAH)
) SS.
COUNTY OF Salt Lake)

On this 29th day of June, 1987, personally appeared before me ROBERT E. BUIE and CAROL BUIE, the signers of the foregoing instrument, who, being by me duly sworn did say, that they are the President and Secretary, respectively, of CHILD RELATED RESEARCH, INC., and that said instrument was signed in behalf of said corporation and said ROBERT E. BUIE and CAROL BUIE, being authorized, acknowledged to me that said corporation executed the same.

My Commission Expires:

January 3, 1988



Estelle M. Rigby
Notary Public
Residing at *Bountiful, Utah*

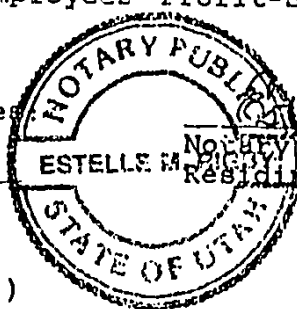
BOOK 5938 PAGE 1959

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

On this 29th day of June, 1987, personally appeared before me ROBERT E. BUIE and CAROL BUIE, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same in their capacity as Trustees of the Child Related Research Employees Profit-Sharing Trust by the authority of its Declaration of Trust and that said Child Related Research Employees Profit-Sharing Trust executed the same.

My Commission Expires:

January 3, 1987



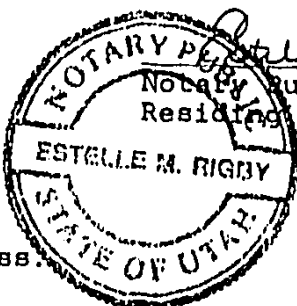
Estelle M. Rigby
Notary Public
Residing at Bountiful, Utah

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

On this 29th day of June, 1987, personally appeared before me ROBERT E. BUIE, the signer of the above instrument, who acknowledged to me that he personally executed the same.

My Commission Expires:

January 3, 1988



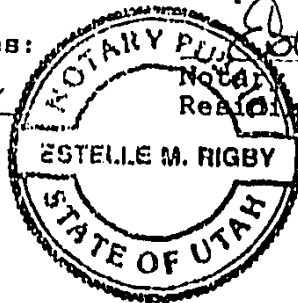
Estelle M. Rigby
Notary Public
Residing at Bountiful, Utah

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

On this 29th day of June, 1987, personally appeared before me CAROL BUIE, the signer of the above instrument, who duly acknowledged to me that she personally executed the same.

My Commission Expires:

January 3, 1988



Estelle M. Rigby
Notary Public
Residing at Bountiful, Utah

061887-1/01.16/PE796

5938 REG 1970