

WHEN RECORDED, PLEASE RETURN TO:

WITH A CERTIFIED COPY TO:

Victor A. Taylor, Esq.
Kimball, Parr, Waddoups, Brown & Gee
185 South State Street, Suite 1300
Salt Lake City, Utah 84111

General Mills Restaurants, Inc.
1751 Directors Row
Orlando, FL 32809
Attention: Law Department

DECLARATION
OF
EASEMENTS, COVENANTS AND RESTRICTIONS
[Red Lobster Sign]

2nd THIS DECLARATION (this "Declaration") is executed as of the day of April, 1992, by the undersigned.

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned agree as follows:

1. Definitions. As used in this Declaration, each of the following terms shall have the indicated meaning:

"GMRI Parcel" means the real property located in Murray City, Salt Lake County, Utah, described as follows:

PARCEL A:

Beginning at a point on the westerly right-of-way line of 300 East Street, said point being North 238.01 feet and West 24.87 feet from the center of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 64°01'45" West 50.32 feet; thence North 84°35'37" West 56.96 feet; thence South 42°12'43" West 58.84 feet to the easterly right-of-way line of Interstate 215, said point being 1.00 foot more or less East of an existing chain link right-of-way fence; thence 155.71 feet along the arc of a 379.32 foot radius curve to the left (chord bears South 59°35'37" East 154.62 feet); thence East 8.06 feet to the westerly right-of-way line of 300 East Street; thence North 00°01'45" East along said westerly right-of-way line 138.51 feet to the point of beginning.

PARCEL B:

Beginning at a point on the westerly right-of-way line of 300 East Street, said point being North 238.01 feet and West 24.87 feet from the center of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 00°01'45" East along said westerly right-of-way line of 300 East Street 205.21 feet to the southerly right-of-way line of 6400 South Street; thence North 84°35'37" West along the southerly

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right-of-way line of 6400 South Street 259.95 feet; thence South 70°08'17" West 25.98 feet to a point which is 1.00 foot more or less easterly of an existing chain link right-of-way fence; thence running 1.00 foot more or less parallel to said right-of-way fence the following 7 courses: South 05°58'36" West 2.62 feet; thence South 16°20'59" East 28.77 feet; thence South 10°32'28" East 9.55 feet; thence South 12°22'12" East 10.09 feet; thence South 08°54'01" East 47.08 feet; thence South 28°23'48" East 67.57 feet; thence South 24°39'28" East 27.67 feet to a point of curvature; thence 128.46 feet along the arc of a 379.32 foot radius curve to the left (chord bears South 38°07'53" East 127.85 feet); thence North 42°12'43" East 58.84 feet; thence South 84°35'37" East 56.96 feet; thence North 64°01'45" East 50.32 feet to the westerly right-of-way line of 300 East Street, same said point also being the point of beginning.

"Mortgage" means a mortgage or a deed of trust recorded in the official records, and "Mortgagee" means the mortgagee under a mortgage, or the beneficiary under a deed of trust, recorded in the official records.

"Official records" means the official records of the Salt Lake County Recorder, State of Utah.

"Owner" means the person that at the time concerned is the legal owner of record (in the official records) of a whole or undivided fee interest in any portion of the real property concerned. Notwithstanding any applicable theory relating to a Mortgage, the term "Owner" shall not mean a Mortgagee unless and until such Mortgagee has acquired title to the real property concerned pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure.

"Panels" means the panels at the bottom of the Sign, to be used to advertise occupants of portions of 6400 Commerce Park other than the GMRI Parcel.

"Parcel 3" means the real property located in Murray City, Salt Lake County, Utah, described as follows:

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 East 222.95 feet; thence North 0°06'12" East 51.00 feet; thence South 89°48'29" East 135.85 feet; thence South 0°06'12" West 176.15 feet; thence South 0°00'42" West 156.68 feet; thence North 83°08'55" West 74.88 feet; thence North 82°23'02" West 102.72 feet;

thence North 83°04'55" West 183.716 feet; thence North 237.60 feet to the point of beginning.

"Parcel 4" means the real property located in Murray City, Salt Lake County, Utah, described as follows:

PARCEL A:

Beginning at a point which is South 89°48'29" East 782.00 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 123.42 feet; thence East 293.05 feet; thence South 237.60 feet; thence North 83°04'55" West 127.09 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.

TOGETHER WITH non-exclusive easements for ingress and egress of vehicular and pedestrian traffic as described in that certain Declaration of Easements recorded July 7, 1987 as Entry No. 4487619 in Book 5938 at Page 1956 of official records.

PARCEL B:

Beginning 717.0 feet East of the Southwest corner of the Northeast quarter of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence East 65 feet; thence North 414.74 feet to the center line of a County Road; thence North 84°45' West 65.4 feet, more or less, to a point North of the point of beginning; thence South 421.57 feet to the point of beginning.

SUBJECT TO a right-of-way for road and incidental purposes over the northerly portion of said property, being within the bounds of 6400 South Street.

LESS AND EXCEPTING the following:

Beginning at a point South 89°48'29" East 782.00 feet along the quarter section line 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 West 65.00 feet; thence North 0°06'12" East 296.01 feet to the center line of 6400 South Street; thence South 84°35'37" East 65.28 feet along said center line of 6400 South Street; thence South 0°06'12" West 289.86 feet to the point of beginning.

PARCEL C:

Beginning at a point which is South 89°48'29" East 782.00 feet from the center of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 73.65 feet; thence North 79°50'37" West 66.03 feet; thence North 64.60 feet; thence East 65.00 feet; thence South 00°06'12" West 2.62 feet to the point of beginning.

"Roadway" means the real property located in Murray City, Salt Lake County, Utah, described as follows:

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 on the southerly right-of-way line of 6400 South Street, said point being 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 to the southerly right-of-way line of 6400 South Street; thence North 84°35'37" West along said southerly right-of-way line of 6400 South Street 18.08 feet to the point of beginning.

PARCEL C:

Beginning at a point on the southerly 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 to the southerly right-of-way line of 6400 South Street; thence North 84°35'37" West along said southerly right-of-way line of 6400 South Street 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.

"Sign" means the pylon sign shown on the attached Exhibit A, incorporated in this Declaration by this reference.

"Sign Easement Area" means the real property located in Murray City, Salt Lake County, Utah, described as follows, and shown on the attached Exhibit B, incorporated in this Declaration by this reference:

Beginning at a point which is South 67.42 feet and East 761.32 feet from the center of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 10°09'23" East 24.33 feet; thence South 79°50'37" East 7.0 feet; thence South 10°09'23" West 24.33 feet; thence North 79°50'37" West 7.0 feet to the point of beginning.

2. Grant of Easements and Right-of-Way.

2.1 Sign Easement. The GMRI Parcel shall have appurtenant thereto and shall be benefitted by, and the Sign Easement Area shall be subject to, and shall be burdened by, a perpetual, non-exclusive easement for the installation, maintenance and repair of the Sign.

2.2 Access Right-of-Way and Easement. The GMRI Parcel shall have appurtenant thereto and shall be benefitted by, and the Roadway and those portions of Parcel 4 that may from time to time be improved with asphalt and designed for vehicular and pedestrian ingress and egress shall be subject to, and shall be burdened by, a perpetual, non-exclusive right-of-way and easement for pedestrian and vehicular ingress and egress on, over and across the Roadway and such portions for the installation, maintenance and repair of the Sign.

3. Installation. The GMRI Parcel Owner shall install the Sign, and Murray City Power shall install the necessary electrical lines to the Sign. The cost of the Sign and the installation of the Sign, including supplying the Sign with electricity, shall be borne eighty-five percent (85%) by the GMRI Parcel Owner, and fifteen percent (15%) by the Parcel 3 Owner; provided, however, that the cost of the initial installation of the Panels shall be

borne solely by the Parcel 3 Owner. The GMRI Parcel Owner and the Parcel 3 Owner shall reimburse each other for their respective proportionate shares of the cost of the Sign and its installation within thirty (30) days after written notification (to include an itemized statement) of such costs. If reimbursement is not made within such thirty (30) day period, the amount due shall bear interest at the rate of eighteen percent (18%) per annum until paid.

4. Use. The Sign shall be used for advertisement of businesses within 6400 Commerce Park. The business located on the GMRI Parcel shall occupy no less than sixty-seven percent (67%) of the Sign face. The remaining Sign face, approximating thirty-three percent (33%), comprised of the Panels and the 6400 Commerce Park advertisement, may be used to advertise some or all of the remaining occupants of 6400 Commerce Park. One-fourth of the Panels may be used by the Parcel 3 Owner, and three-fourths of the Panels may be used by the Parcel 4 Owner, the specific Panels to be used by such Owners to be allocated by mutual agreement of such Owners, such agreement not to be unreasonably withheld. In no event shall the Sign be used for the advertisement of adult bookstores, adult movie theaters, massage parlors or any other similar business, or of a blood donor center or any restaurant other than the restaurant located on the GMRI Parcel.

5. Insurance. Insurance coverage (including, but not limited to, comprehensive general liability insurance) for the Sign shall be obtained and maintained by the Parcel 3 Owner in amounts reasonably acceptable to the GMRI Parcel Owner. The cost of such insurance shall be borne eighty-five percent (85%) by the GMRI Parcel Owner and fifteen percent (15%) by the Parcel 3 Owner. Such insurance shall not be subject to cancellation, termination or modification except after at least thirty (30) days' prior written notice to the GMRI Parcel Owner, and shall name the GMRI Parcel Owner as an additional insured. The Parcel 3 Owner shall furnish to the GMRI Parcel Owner certificates evidencing the coverage required under this Paragraph within ten (10) days after such insurance is obtained, and on each subsequent renewal of such insurance. If the Parcel 3 Owner fails to obtain the insurance required under this Paragraph, the GMRI Parcel Owner may obtain such coverage and keep the same in effect, and the Parcel 3 Owner shall reimburse the GMRI Parcel Owner for the Parcel 3 Owner's share of any insurance premiums paid by the GMRI Owner, with interest at the rate of twelve percent (12%) per annum from the date of written request until paid. The Parcel 3 Owner shall be responsible for submitting all insurance claim forms, if applicable, in connection with any damage of the Sign. If any insurance proceeds are received by the Parcel 3 Owner in connection with any damage to the Sign, the Parcel 3 Owner shall deliver to the GMRI Parcel Owner its share of such proceeds.

6. Operation, Maintenance and Repair. The GMRI Parcel Owner will maintain and repair all portions of the Sign except the Panels, which shall be maintained and repaired by the Parcel 3 Owner; provided, however, that any replacement or repair of any Panel after its initial installation shall be the responsibility of the Owner (of either Parcel 3 or Parcel 4) to whom such Panel has been allocated. The Parcel 3 Owner shall reimburse the GMRI Parcel Owner for fifteen percent (15%) of all costs related to the GMRI Parcel Owner's operation, maintenance and repair within thirty (30) days after receipt of an invoice for such costs. If reimbursement is not made within such thirty (30) day period, the amount due shall bear interest at the rate of eighteen percent (18%) per annum until paid.

7. Default. If the Parcel 3 Owner defaults in performance of any of its obligations under this Declaration, the Parcel 4 Owner may, after the expiration of at least fifteen (15) days following written notice of such default given to the Parcel 3 Owner (unless efforts to effect a cure of a nonmonetary default have been instituted within such period and are diligently pursued to completion), to perform in the Parcel 3 Owner's stead. The Parcel 3 Owner shall reimburse the Parcel 4 Owner, on demand, for all costs reasonably expended or incurred by reason of the default, together with interest at the rate of twelve percent (12%) per annum until paid.

8. Miscellaneous.

8.1 Binding Nature. The easements, covenants, restrictions, acknowledgements and recognitions contained in this Declaration shall become effective on the date this Declaration is recorded, shall run with the land and shall be for the benefit of and binding on the undersigned and their respective successors and assigns.

8.2 Entire Agreement. This Declaration is the entire agreement between the undersigned and no modification shall be effective unless made in writing and signed by the undersigned. This Declaration may be signed in counterpart and the counterpart pages together shall constitute one original document.

8.3 Notices. All notices under this Declaration shall be deemed served on receipt by certified U.S. mail, return receipt requested or U.S. Express Mail or similar private delivery service, for the undersigned at the respective addresses set forth on the signature pages below. Receipt shall be deemed to include an acknowledgement by the United States Post Office or other approved carrier that it has accepted delivery from either party.

THE UNDERSIGNED have executed this Declaration on the respective dates set forth below, to be effective as of the date first set forth above.

R. K. BUIE COMPANY, INCORPORATED, a Utah corporation, whose address is 480 East 6400 South, Murray, Utah 84107, has executed this Declaration on the date set forth below, to be effective as of the date first set forth above.

R. K. BUIE COMPANY, INCORPORATED

By [Signature]
R. Kent Buie
President

Date 4/2/92

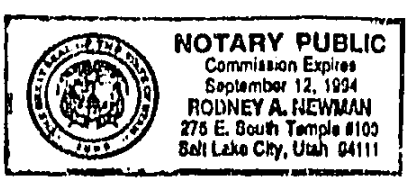
State of Utah)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me this 2nd day of April, 1992, by R. Kent Buie, the President of R. K. Buie Company, Incorporated.

(Seal) [Signature]
Notary Public

My Commission Expires:
9-12-94

Residing at:
SCC UT

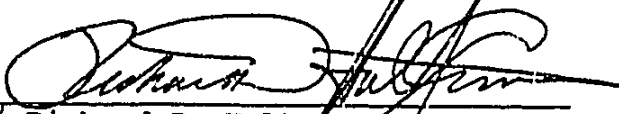


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DECLARATION
OF
EASEMENTS, COVENANTS AND RESTRICTIONS
[Red Lobster Sign]

GENERAL MILLS RESTAURANTS, INC., a Florida corporation, whose address is 1751 Directors Row, Orlando, Florida 32809, Attention: Law Department, has executed this Declaration on the date set forth below, to be effective as of the date first set forth above.

GENERAL MILLS RESTAURANTS, INC.

By 
744 Richard D. Halterman
Senior Vice President

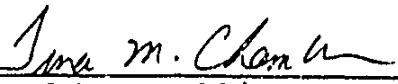
Date 4/1/92

State of Florida)
) ss.
County of Orange)

The foregoing instrument was acknowledged before me this 1st day of April, 1992, by Richard D. Halterman, Senior Vice President of General Mills Restaurants, Inc.

(Seal)

My Commission Expires: _____


Notary Public

Residing at:

Notary Public, State of Florida at Large
My Commission Expires Oct. 4, 1993

FIRST SECURITY BANK OF UTAH, N.A., whose address is 405 South Main Street, ^{3rd} Floor, Salt Lake City, Utah 84111, has executed this Declaration on the date set forth below, to be effective as of the date first set forth above.

FIRST SECURITY BANK OF UTAH, N.A.

By *John D. Livingston*
Its *A.P.*
Date *4-1-92*

State of Utah)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me this day of *April*, 1992, by *John D. Livingston*, the *President* of First Security Bank of Utah, N.A.

(Seal)

NOTARY PUBLIC
DERRICK OLSON
2704 WASHINGTON BLVD. #208
OGDEN, UTAH 84401
COMMISSION EXPIRES
AUGUST 7, 1994
STATE OF UTAH

Derrick Olson
Notary Public

My Commission Expires:

August 7, 1994

Residing at:

Weker County, Uta.



CICADIS CORPORATION, a Utah corporation, whose address is 480 East 6400 South, Murray, Utah 84107, has executed this Declaration on the date set forth below, to be effective as of the date first set forth above.

CICADIS CORPORATION

By *R. Kent Buie*
R. Kent Buie
President

Date *\$ 4/2/92*

State of Utah)
County of Salt Lake) ss.

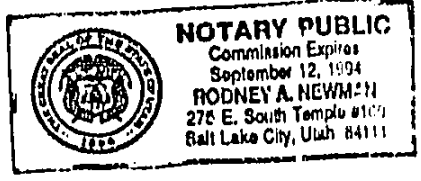
The foregoing instrument was acknowledged before me this *2nd* day of *April*, 1992, by R. Kent Buie, the President of Cicadis Corporation.

(Seal)

Rodney A. Newman
Notary Public

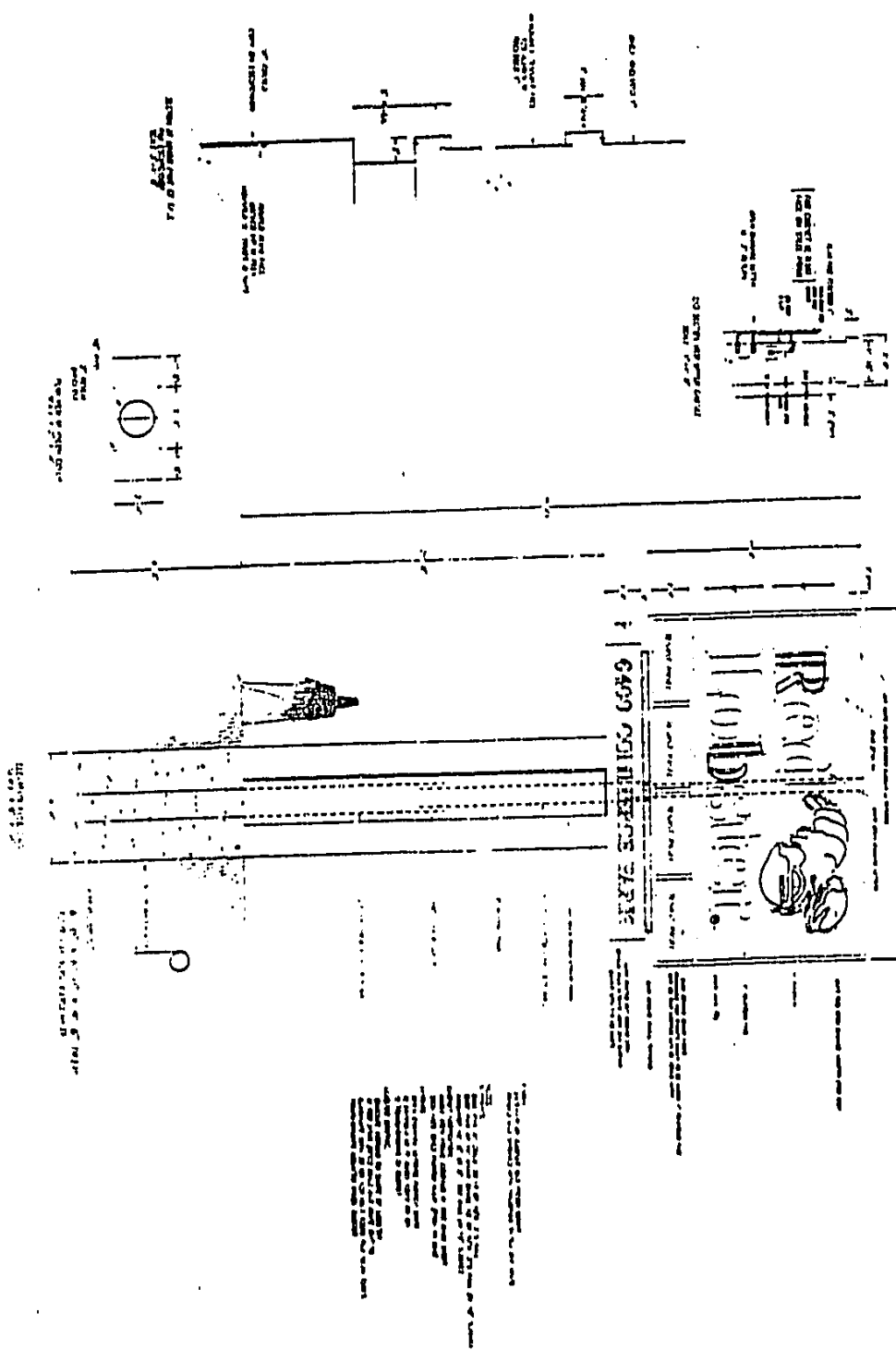
My Commission Expires:
9-12-94

Residing at:
SLC UT



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EXHIBIT A

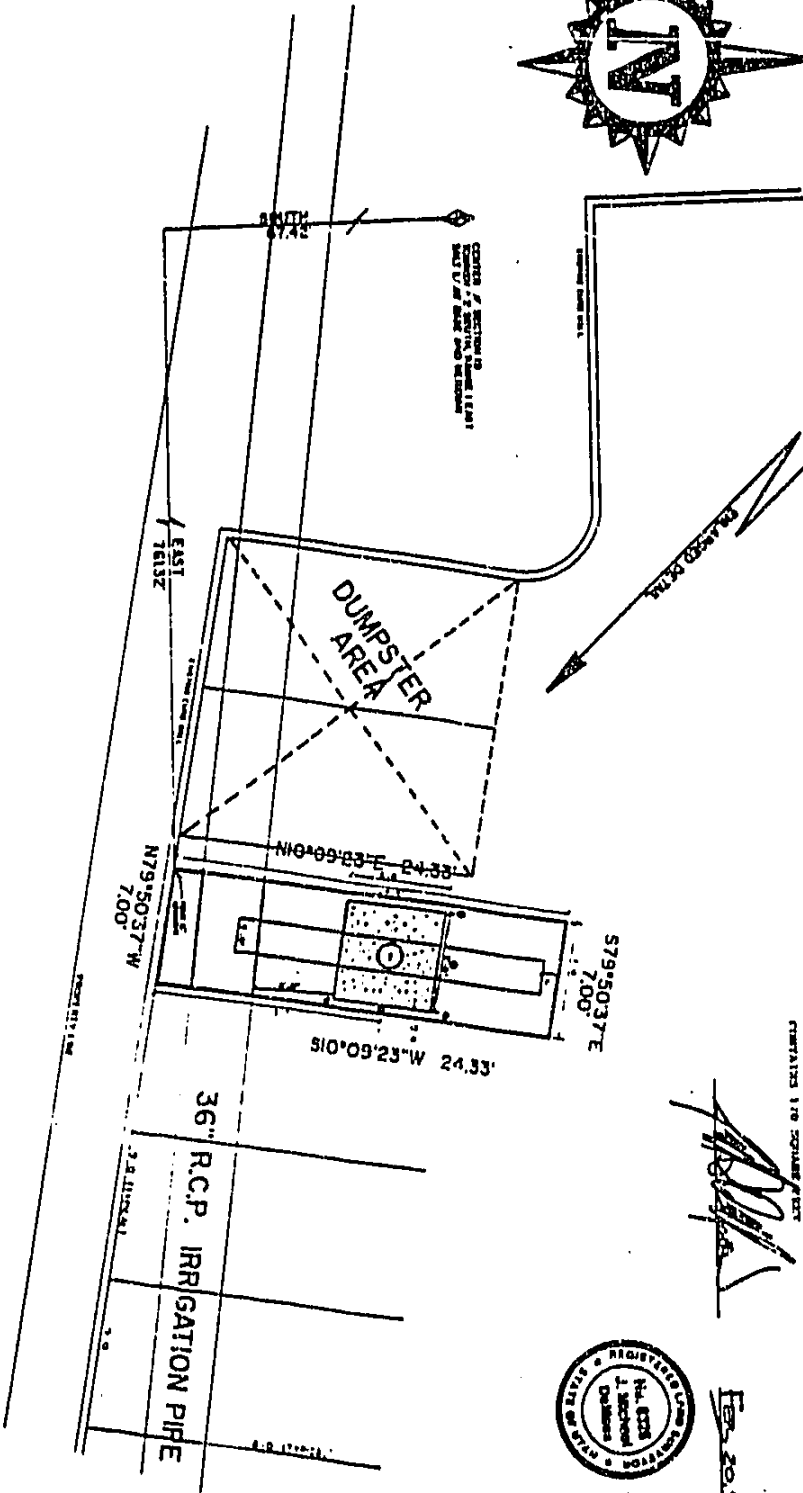
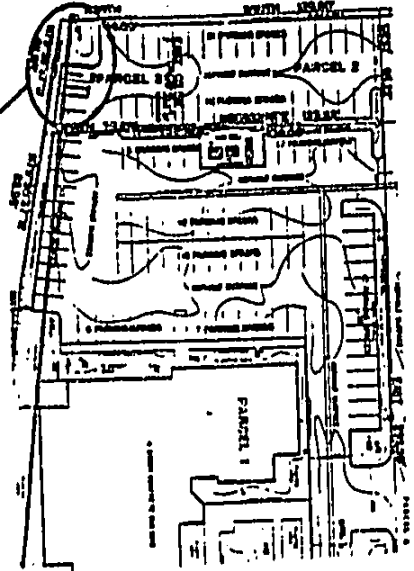
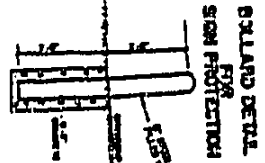
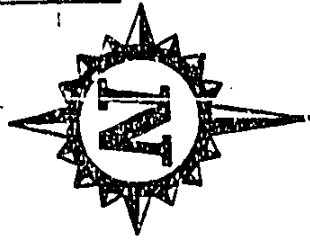


1971 LEGAL FOR RESEARCH
CA RECORDS

BK 6438 Pg 1326

NO.	DATE	DESCRIPTION	AMOUNT	BALANCE
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EXHIBIT B



NOTE
 1. ALL DIMENSIONS ARE TO THE CENTER OF THE PIPE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD SURVEYOR.

NOT LEGIBLE FOR MICROFILM
 CO. RECORDER BK 6438PG 1327

STATEWIDE CERTIFICATE
 I, J. MICHAEL GARDNER, hereby certify that I am a Registered Land Surveyor of the State of Ohio, and I have made a survey of the following described parcels:

EASEMENT DESCRIPTION

Beginning at a point which is 57.43 feet and East 70.12 feet from the center of Section 17, Township 20 North, Range 1 East, Salt Lake Base and Meridian 11, 2.98 feet, thence S 10°09'23\"/>

[Handwritten Signature]

FEB 20 2013



Applied Land Surveying Consultants
AALSC
 2001 East 200 West • Stevedore Loop 24107
 801 226-2266 • Fax 801 226-2267

**RED LOBSTER
 SIGN EASEMENT
 6400 COMMERCE PARK**

NO.	DATE	REVISION

1950

5232307
07 APRIL 92 04:32 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
REC BY: REBECCA GRAY , DEPUTY

BK 6438 PG 1328