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~ 22-19-256-026
~ 22-19-256-028
~ 22-19-256-037
SW-772

WHEN RECORDED, PLEASE RETURN TO:

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

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#04

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24 JANUARY 92 04:42 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: KARMA BLANCHARD, DEPUTY

DECLARATION
OF
EASEMENTS, COVENANTS AND RESTRICTIONS

THIS DECLARATION (this "Declaration") is executed as of the ~~24th~~ day of January, 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:

"Developer" means R. Kent Buie, an individual.

"Easement Area" means the real property located in Salt Lake County, Utah, described as follows, and crosshatched on the Plat:

Beginning at a point South 89°48'29" East 782.00 feet along the quarter section line and North 0°06'12" East 149.42 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 79°02'34" West 256.96 feet; thence South 26.48 feet; thence South 79°02'34" East 254.42 feet; thence East 303.49 feet; thence North 220.36 feet to the South line of 6400 South Street; thence North 84°35'37" West 36.16 feet along said South line of 6400 South Street; thence South 182.77 feet; thence southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears West and long chord bears South 45°00'00" West 21.21 feet, with a central angle of 90°00'00"); thence West 185.00 feet to 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 any Parcel. If there is more than one Owner of a Parcel at the time concerned, the obligations and liabilities of each such Owner for performance under, and compliance with, the applicable provisions of this Declaration shall be joint and several. 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 Parcel concerned pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure.

"Parcels" means, collectively, Parcels 1, 2, 3, 4 and 5 located in Salt Lake County, Utah, and more particularly described as follows:

[RE-RECORDED TO CORRECT TYPOGRAPHICAL ERROR ON PAGE 10.]

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BOOK 6401 PAGE 2015

22-19-214 22 1/4 42

22-19-256-035
SW-7E

PARCEL 1 ("Parcel 1"):

Beginning at a point which is South 89°48'29" East 782.00 feet and North 0°06'12" East 149.47 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 220.00 feet; thence South 84°35'37" East 200.52 feet; thence South 186.11 feet; thence southwesterly 23.58 feet along the arc of a 15.00 foot radius curve to the right; thence West 185 feet to the point of beginning.

22-19-256-026
SW-7E

PARCEL 2:

Beginning at a point which is North 358.56 feet and East 1018.267 feet from the center of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 84°35'37" East 281.553 feet; thence South 0°06'12" West 185.23 feet; thence West 265.00 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 to the point of beginning.

22-19-256-029
SW-7E
NW-5E

PARCEL 3:

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.

22-19-256-027
SW-7E
NW-5E

PARCEL 4:

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.

22-19-256-037
SW-7E
NW-5E

PARCEL 5 (shown on the Plat as the "Net Parcel"):

Beginning at the intersection of the northerly highway right-of-way and no-access line of a highway known as Interstate 215 and the quarter section line, said point being South 89°48'29" East 358.53 feet along the quarter section line from the center of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 75°53'12" West 65.92 feet along said North line; thence North 126.67 feet; thence South 76°07'30" East 102.68 feet; thence South 80°17'20" East 69.30 feet; thence South 65°58'59" East 2.62 feet; thence North 289.36 feet to the South line of 6400 South Street as widened, and being 47 feet perpendicular to an existing monument line in 6400 South Street; thence South 84°35'37" East 319.08 feet along said South line; thence South 0°06'12" West 242.66 feet; thence West 65.00 feet; thence South 0°06'12" West 185.76 feet to the northerly highway right-of-way and no-access line of a highway known as Interstate 215; thence North 80°10'02" West 75.45 feet along said northerly right-

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MAP 6401-1-1-2016

of-way and no-access line of a highway known as Interstate 215; thence North 79°50'37" West 288.53 feet along said northerly right-of-way and no-access line of a highway known as Interstate 215 to the point of beginning.

together with any additional Parcel(s) added to this Declaration pursuant to one or more amendments executed and recorded by the Developer in accordance with Paragraph 8. "Parcel" means any Parcel, where no distinction is required by the context in which such term is used.

"Plat" means the survey plat prepared by Ensign Engineering and Land Surveying, Job No. 91-179, certified on January 23, 1992 by Keith R. Russell, Registered Land Surveyor, holding License No. 6260, a copy of which plat is attached as Exhibit A, and incorporated in this Declaration by this reference.

2. Right-of-Way and Easement. Each Parcel shall have appurtenant thereto, and shall be benefitted by, and the Easement Area shall be subject to, and shall be burdened by, a perpetual, non-exclusive right-of-way and easement for pedestrian and venicular ingress and egress on, over and across the Easement Area. Such right-of-way and easement shall be limited to use for such purposes and to such extent as may be customary to the use of the Parcels for general commercial purposes, which shall include reasonable and customary deliveries.

3. No Interference. No fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of the right-of-way and easement granted in Paragraph 2 shall be constructed or erected, nor shall any Owner in any other manner obstruct or interfere with the use of such right-of-way and easement.

4. Maintenance of Easement Area. The Easement Area shall at all times be properly surfaced with asphalt, concrete or other similar material, and the Owner of each portion of the Easement Area shall at all times maintain or cause to be maintained such portion in reasonably good, clean and safe condition and repair, reasonably free from debris, rubbish, snow, ice and other materials. If the Owner of any portion of the Easement Area fails to comply with the provisions of the preceding sentence, any other Owner may (but is not obligated to), after giving twenty (20) days' written notice to the Owner of such portion, accomplish or cause to be accomplished such matter. In such event, all sums reasonably expended and all costs and expenses reasonably incurred by such other Owner in connection with such matter shall bear interest from the date expended or incurred (as the case may be) at the rate of ten percent (10%) per annum until paid or otherwise satisfied in full, and shall be promptly paid to such other Owner by the Owner of such portion on written demand.

5. Duration. This Declaration and each right-of-way, easement, covenant and restriction set forth in this Declaration shall be perpetual.

6. Not a Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Parcels for the general public or for any public purpose whatsoever, it being the intention of the undersigned that this Declaration be strictly limited to the purposes expressed in this Declaration.

7. Appurtenances to Parcels; Covenants Run with Land; Various Events.

7.1 Appurtenances to Parcels. Each right-of-way, easement, covenant and restriction created by this Declaration is an appurtenance to the Parcel benefited by such right-of-way,

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BOOK 6401 PAGE 2017

easement, covenant and restriction and may not be transferred, assigned or encumbered except as an appurtenance to the benefitted Parcel. For the purposes of each such right-of-way, easement, covenant and restriction, the benefitted Parcel shall constitute the dominant estate and the burdened Parcel shall constitute the subservient estate.

7.2 Covenants Run with Land; Various Events.

7.2.1 Covenants Run with Land. Each right-of-way, easement, covenant and restriction contained in this Declaration (whether affirmative or negative in nature) (a) shall create an equitable servitude on the burdened Parcel in favor of the benefitted Parcel; (b) shall constitute a covenant running with the land; (c) shall benefit and bind every person having any fee, leasehold, Mortgage lien or other interest in any portion of the Parcel concerned to the extent that such portion is affected or bound by the right-of-way, easement, covenant or restriction in question, or to the extent that such right-of-way, easement, covenant or restriction is to be performed on such portion; and (d) shall benefit and bind any Owner whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

7.2.2 Transfer of Parcel. If any Owner transfers all or any portion of the Parcel owned by such Owner, the transferee shall automatically be deemed to have assumed and agreed to be personally bound by the covenants of such Owner contained in this Declaration, and if the transferring Owner has by such transfer transferred all of its ownership interest in such Parcel, such transferring Owner shall be released and discharged from all obligations under this Declaration that accrue after the date of recordation in the official records of the instrument effecting such transfer.

7.2.3 Effect of Breach. No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration (but such limitation shall not affect any other right or remedy or limit any obligation that any Owner may have under this Declaration by reason of any such breach), or defeat or render invalid the lien of any Mortgage made in good faith and for value as to any Parcel.

7.2.4 Identical Ownership. The ownership of both Parcels by the same person shall not result in the termination of this Declaration.

7.2.5 Priority of Declaration. The interests in or rights concerning any portion of the Parcels held by or vested in the undersigned or any other person on or after the date of this Declaration shall be subject and subordinate to the arrangement provided for in this Declaration, and the arrangement provided for in this Declaration shall be prior and superior to such interests and rights, as may be necessary to effectuate all of the terms and provisions set forth in this Declaration. The undersigned constitute all Owners and Mortgagees with respect to all Parcels and the Easement Area, except Parcel 1. (The Parcel 1 Owner and the Parcel 1 Mortgagee, if any, are not signatories to this Declaration.)

8. Modification. Subject to the immediately following sentence, this Declaration and any right-of-way, easement, covenant or restriction contained in this Declaration may not be terminated, extended, modified or amended without the consent of each Owner, and any such termination, extension, modification or amendment shall be effective on recordation in the official records of a written document effecting the same, executed and acknowledged by each Owner; provided, however, that no such termination, extension, modification or amendment shall affect the rights of any Mortgagee holding a Mortgage constituting a lien on any Parcel unless such

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Mortgagee consents to the same in writing. Notwithstanding anything contained in the foregoing portion of this Paragraph 8 to the contrary, any amendment(s) to this Declaration which add one or more additional Parcels that are contiguous to any of the Parcels identified in Paragraph 1 (or contiguous to any Parcel(s) subsequently added to this Declaration), need be executed only by the Developer and the Owner of such additional Parcel(s), and shall set forth a metes and bounds description of such additional Parcel(s). The preceding sentence shall not permit the addition, without the consent of all Parcel Owners, of any additional Parcel(s) if the size of such additional Parcel(s) is in excess of twenty (20) acres in the aggregate.

9. Attorneys' Fees. If any Owner brings suit to enforce or interpret this Declaration or for damages on account of the breach of any provision of this Declaration, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing party is entitled.

10. General Provisions. This Declaration shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. This Declaration shall inure to the benefit of, and be binding on, each Owner and the heirs, personal representatives, successors and assigns of each Owner. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Declaration shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Declaration.

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

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 1/24/92

The undersigned, appearing before the person taking this acknowledgment, acknowledges that he executed the foregoing document, that he holds the position or title set forth in such document, that he signed such document on behalf of Cicadis Corporation (the "corporation") by proper authority and that such document was the act of the corporation for the purpose stated in it, and affirms that he had the proper authority to execute such document.

R. Kent Buie
R. KENT BUIE

State of Utah)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me this 24th day of January, 1992, by R. Kent Buie, the President of Cicadis Corporation.

(Seal)

Mary L. J. ...
Notary Public

My Commission Expires:
8-19-95

Residing at:
Red Lake County, ID




BR 6453PE2288

REC-6401-76-2020

COMPARK PARTNERS, a Utah general partnership, 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.

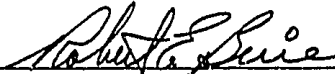
COMPARK PARTNERS,
by its two general partners:

CICADIS CORPORATION,
a Utah corporation

By 
R. Kent Buie
President

Date 1/24/92

REBCORP INC.,
a Utah corporation

By 
Robert E. Buie
President

Date 1-24-92

The undersigned, appearing before the person taking this acknowledgment, acknowledges that he executed the foregoing document, that he holds the position or title set forth in such document, that he signed such document on behalf of CICADIS CORPORATION (the "corporation") by proper authority, that such document was the act of the corporation for the purpose stated in it, that the corporation signed such document on behalf of COMPARK PARTNERS (the "partnership") by proper authority and that the corporation executed such document as the act of the partnership for the purposes stated in it, and affirms that he had the proper authority to execute such document.


R. KENT BUIE

State of Utah)
County of Salt Lake) ss.



The foregoing instrument was acknowledged before me this 24th day of January, 1992, by R. Kent Buie, the President of Cicadis Corporation, one of the general partners of COMPARK Partners.

(Seal)

Mary Lou Webster
Notary Public

My Commission Expires:

8-19-95

Residing at:

Salt Lake County, Utah

The undersigned, appearing before the person taking this acknowledgment, acknowledges that he executed the foregoing document, that he holds the position or title set forth in such document, that he signed such document on behalf of REBCORP INC. (the "corporation") by proper authority, that such document was the act of the corporation for the purpose stated in it, that the corporation signed such document on behalf of COMPARK PARTNERS (the "partnership") by proper authority and that the corporation executed such document as the act of the partnership for the purposes stated in it, and affirms that he had the proper authority to execute such document.

Robert E. Buie
ROBERT E. BUIE

State of Utah)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me this 24th day of January, 1992, by Robert E. Buie, the President of Rebcorp Inc., one of the general partners of COMPARK Partners.

(Seal)

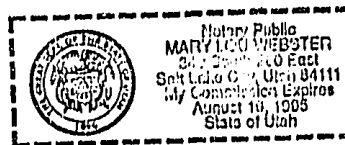
Mary Lou Webster
Notary Public

My Commission Expires:

8-19-95

Residing at:

Salt Lake County, Utah



R. K. BUIE COMPANY, INCORPORATED, a Utah corporation, also known as R. K. Buie Company, 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 *R. Kent Buie*
R. Kent Buie
President

Date 1/24/92

The undersigned, appearing before the person taking this acknowledgment, acknowledges that he executed the foregoing document, that he holds the position or title set forth in such document, that he signed such document on behalf of R. K. Buie Company, Incorporated (the "corporation") by proper authority and that such document was the act of the corporation for the purpose stated in it, and affirms that he had the proper authority to execute such document.

R. Kent Buie
R. KENT BUIE

State of Utah)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me this 24th day of January, 1992, by R. Kent Buie, the President of R. K. Buie Company, Incorporated.

(Seal)

Mary Lou Webster
Notary Public

My Commission Expires:
8-19-95

Residing at:
Reed Farm Canyon, Utah



BUIECORP, INC., 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.

BUIECORP, INC.

By *Robert E. Buie*
Robert E. Buie
President

Date 1-24-92

The undersigned, appearing before the person taking this acknowledgment, acknowledges that he executed the foregoing document, that he holds the position or title set forth in such document, that he signed such document on behalf of Buiecorp, Inc. (the "corporation") by proper authority and that such document was the act of the corporation for the purpose stated in it, and affirms that he had the proper authority to execute such document.

Robert E. Buie
ROBERT E. BUIE

State of Utah)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me this 24th day of January, 1992, by Robert E. Buie, the President of Buiecorp, Inc.

(Seal)

Mary Lou Webster
Notary Public

My Commission Expires:
8-19-95

Residing at:
David Lake County, Utah



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BK 64 53 PG 2292

R. KENT BUIE, an individual, 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. Kent Buie

R. KENT BUIE

Date 1/24/92

The undersigned, appearing before the person taking this acknowledgment, acknowledges that he executed the foregoing document for the purposes stated in it.

R. Kent Buie

R. KENT BUIE

State of Utah)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me this 24th day of January, 1992, by R. Kent Buie.

(Seal)

Mary Lou Webster
Notary Public

My Commission Expires:
8-19-95

Residing at:
Salt Lake County



BK 6453 PG 2293
BOOK 6401 PAGE 2025

FIRST SECURITY BANK OF UTAH, N.A., whose address is 405 South Main Street, 12th 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 *Gary K. Riddle*
Gary K. Riddle
Assistant Vice President

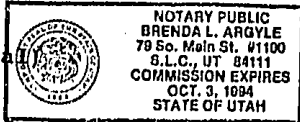
Date January 23, 1992

The undersigned, appearing before the person taking this acknowledgment, acknowledges that he executed the foregoing document, that he holds the position or title set forth in such document, that he signed such document on behalf of First Security Bank of Utah, N.A. (the "corporation") by proper authority and that such document was the act of the corporation for the purpose stated in it, and affirms that he had the proper authority to execute such document.

Gary K. Riddle
GARY K. RIDDLE

State of Utah)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me this 23rd day of January, 1992, by Gary K. Riddle, an Assistant Vice President of First Security Bank of Utah, N.A.



(Seal)

My Commission Expires: Oct. 3, 1994

Brenda L. Argyle
Notary Public

Residing at: Salt Lake City, Utah

2150

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07 MAY 92 02:10 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
VICTOR A TAYLOR ESQ
REC BY: SHARON WEST , DEPUTY

BR 6453 PG 2294

BOOK 6401-118-2026