

After recording, please return to:
Denis R. Morrill, Esq.
Prince, Yeates & Geldzahler
424 East Fifth South
Salt Lake City, Utah 84111

Disk #16
1/15/80

DECLARATION OF RESTRICTIONS AND RECIPROCAL EASEMENTS

3422513

THIS INSTRUMENT, dated as of January 22, 1980, is executed by OQUIRRH HILLS DEVELOPMENT CORPORATION, a Utah corporation, (Oquirrh) and HOWARD C. NELSON and ELAINE NELSON, a/k/a CLEO ELAINE NELSON, (Nelson), and by such other parties, if any, as are signatories to this instrument (all of which parties are hereinafter sometimes collectively referred to as the "Signatories," and each or any of which parties is hereinafter sometimes referred to merely as a "Signatory").

RECITALS:

A. Each of the Signatories has an interest in one or more of the Parcels of real property described on Exhibit A attached hereto and incorporated herein by reference. The nature of the interest held by each Signatory, and the Parcel(s) in which such interest is held, is set forth and generally described in that portion of this instrument which is reserved for signatures. The signatories, taken together as of the date on which this instrument is filed for record, constitute all of those parties having an interest in each and all of such Parcels the nature of which interest is such as to require that the holder thereof join in this instrument in order that the terms and provisions hereof be appropriately effective and enforceable (whether such interest be a mortgage, deed of trust, or other encumbrance, fee title, or a leasehold estate under a lease or similar agreement containing provisions such that the tenant thereunder is an appropriate party to this instrument).

B. Oquirrh is leasing Parcels 2 and 3 from Nelson (the Ground Lease) and Nelson is subleasing Parcel 3 from Oquirrh (the Sublease) under leases described hereinafter.

C. The Parcels have been, and/or it is contemplated that the Parcels or portions thereof (also included in the term "Parcel" or "Parcels" as used herein) will or perhaps may be,

separately owned, encumbered, leased, and/or otherwise dealt with. The Signatories recognize that it is necessary and desirable to create an arrangement suitable to such state of affairs and accordingly have agreed that each of the Parcels shall be burdened and/or benefitted by certain easements, restrictions, and/or requirements affecting one or more of the other Parcels. The Signatories desire to reduce to writing their understanding and agreement respecting such matters.

NOW, THEREFORE, for the foregoing purposes and in consideration of the reciprocal benefits to be derived from the easements, restrictions, and requirements set forth below, the Signatories and each of them hereby consent, acknowledge, and agree to all of the following terms and provisions. Each of the Signatories, with respect to the Parcel(s) in which such Signatory has an interest and/or with respect to the rights concerning a Parcel or Parcels which are held by or vested in such Signatory, hereby grants such rights and easements, hereby agrees to such restrictions and requirements, and/or hereby agrees that the interests held by such Signatory with respect to a Parcel or Parcels shall be subject and subordinate to the arrangement provided for in this instrument (as the case may be), as is, are, or may be necessary to effectuate each and all of the terms and provisions set forth below and to make the arrangement provided for in this instrument prior and superior to the interests in or rights concerning any and all Parcels which are held by or vested in any Signatory.

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

Owner shall mean and refer to the party which at the time concerned is the owner of a fee or of an undivided fee interest in the Parcel or in any portion of the Parcel concerned. In the event there is more than one Owner of the Parcel involved at the time concerned, the liability of each such Owner for performance or compliance with the applicable provisions of this

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instrument shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgagee under a mortgage or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof. So long as the Ground Lease and/or the Sublease defined hereinafter is in force and effect Owner shall also refer to the ground lessee of the Ground Lease and the sublessee of the Sublease.

Parcel shall mean each of the four separately described pieces of property set forth on Exhibit "A". Should any Parcel be divided and conveyed as a separate subparcel or subparcels, each such subparcel shall be a Parcel for purposes of this Declaration and the Owner thereof (with respect to his subparcel only) shall have the same rights and obligations hereunder as the Owner of the parent Parcel.

Mortgage shall mean and refer to both a mortgage and a deed of trust, and Mortgagee shall mean and refer to both the mortgagee under a mortgage and the beneficiary under a deed of trust.

Common Areas shall mean, refer to, and include certain improved portions of the Parcel involved on which no building or other structure is existing or erected at the time concerned, including parking areas, streets, driveways, aisles, sidewalks, and landscaped areas, but not including loading docks, service areas, and similar facilities, as said areas may exist from time to time.

Net Floor Area shall have reference to each fully enclosed building or structure which, at the time concerned, has been constructed and completed within the Parcel involved and which is intended for exclusive use and occupancy by an occupant, and shall mean and refer to the number of square feet of floor area at each level or story lying within the interior faces of the exterior walls thereof, excluding, however, basements,

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mezzanine areas not used for purposes of selling goods or services, penthouse areas used for mechanical equipment, outside areas reserved for the exclusive use of an occupant of a building, rest rooms, mechanical equipment rooms, janitorial supply or storage rooms, elevators, escalators, stairs, stairwells, managers' offices, inventory storage, or supply rooms, any floor area occupied by interior walls or partitions, docks, and areas for receiving, loading, or unloading.

Ground Lease shall refer to that certain ground lease between Howard C. Nelson and Elaine Nelson, his wife, as Lessor, and Oquirrh Hills Development Corporation, as Lessee, dated April 10, 1979 and covering the property described as Parcels 2 and 3 on Exhibit A.

Sublease shall refer to that certain sublease between Oquirrh Hills Development Corporation, as Lessor, and Howard C. Nelson and Elaine Nelson, his wife, as Lessee, dated April 10, 1979, and covering Parcel 3 described on Exhibit A.

2. Improvement and Use of Common Areas. In conjunction with the construction and completion of any permanent building situated on any Parcel, the Owner, ground lessee or sublessee of the Parcel concerned shall (if such has not theretofore been accomplished) accomplish or cause to be accomplished such Common Area improvements on said Parcel or Parcels (or on that portion of said Parcel which is related to the building concerned) as is customary and appropriate in view of the nature of the building, the use being made or to be made of the Parcel, and the development plans relative to the Parcel. The Common Area improvements accomplished pursuant to the requirement of the preceding sentence must in any event be such that prior to the building involved being occupied for the first time the Common Areas on the Parcel or Parcels concerned are such as to satisfy the provisions of Section 3 below. The Common Areas on each of Parcels 1 and 2 shall be used for vehicular traffic and parking, pedestrian traffic, and/or landscaping. The provisions of this Section 2

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are intended to benefit only Parcels 1 and 2.

3. Parking Ratios. The paved parking areas within Parcels 1 and 2, or any combination or subdivision of said Parcels shall be such that at all times they include at least five (5) automobile parking spaces for each one thousand (1,000) square feet of Net Floor Area contained in the building or buildings which at the time concerned have been constructed and completed and are existing within said Parcel or Parcels. Any portion of a Parcel which under the limitations of the preceding sentence may not be used as the site for a building or structure, or sales or display area, shall be part of the Common Areas of such Parcel. The provisions of this Section 3 are intended to benefit only Parcels 1 and 2.

4. General Easements for Ingress, Egress, and Parking. Each of Parcels 1 and 2 shall have appurtenant thereto and be benefitted by a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic and for vehicular parking, on, over, and across such of the Common Areas of each of the other of said Parcels 1 and 2 as are suitable for such purposes (in view of the nature of the particular Common Areas concerned), as such Common Areas may exist from time to time. Each of parcels 1 and 2 shall be subject to and burdened by such nonexclusive easement benefitting each of the other of said Parcels 1 and 2. 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 such Parcels, there shall not be constructed or erected on Parcels 1 and 2 or on the perimeter of any of said 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 Section and the free and unimpeded access between and among Parcels 1 and 2 and the adjacent public streets. The paved

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parking areas and streets and drive-ways which exist or come to exist on each of Parcels 1 and 2 as part of the Common Areas of the Parcel concerned shall at all times be and continue to be located and striped in such a way as to permit and reasonably accommodate the passage of vehicles between and among Parcels 1 and 2 and the adjacent public streets. Provided, however, that should any portion of Parcel 1 be sold for development as a separate pad site, the original seller thereof shall have the right, by the conveyance on sale, to terminate the reciprocal parking easement (only) granted above as to that portion of the Parcel conveyed. Provided, further, that should either Parcel 1 or 2 be subdivided and sold as separate development pad sites or leased and developed into separate pad sites, the sites shall be developed and laid out so as to provide that all stacking lanes for "drive up" facilities shall be on the separate site itself and shall not permit encroachment into the traffic circulation systems for the remaining portions of the Parcels. The provisions of this Section 4 are intended to benefit only Parcels 1 and 2.

5. Easement for Ingress and Egress - Restriction on Parcel 4. Each of Parcels 1, 2 and 3 shall have appurtenant thereto and be benefitted by a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic over and across Parcel 4. Each of Parcels 1, 2 and 3 shall be subject to and burdened by said nonexclusive easement benefitting the other Parcels. No building or structure of any nature shall be built on Parcel 4.

6. Deliveries and Employee Parking. Each tenant or occupant of a building situated on Parcels 1 and 2 shall cause all truck and other or miscellaneous deliveries to the building occupied by such tenant or occupant to be made at the designated receiving area for such building so as not to interfere with normal customer parking. In the event that employee parking begins to impair the ability of customers of businesses conducted on

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Parcels 1 and 2 to park in reasonably close proximity to the business(es) they patronize, the employees of each tenant or occupant of a building located on the Parcel with respect to which such state of affairs exists shall be required to park at the extreme perimeters of the parking areas situated on such Parcel, and each such tenant or occupant shall be obligated to exert every reasonable effort and to take all reasonable measures to cause its employees to park at such perimeters if the same becomes necessary. The provisions of this Section 6 shall apply notwithstanding the provisions of Section 4 of this instrument and are intended to benefit only Parcels 1 and 2.

7. Maintenance. The respective Owners (or the ground lessee under the Ground Lease as to Parcel 2 so long as the lease is in effect, or the sublessee under the Sublease as to Parcel 3 so long as the Sublease is in effect), of each of the Parcels shall be obligated to perform or cause to be performed such upkeep and maintenance of the Common Areas within such Parcel as may be reasonably necessary or desirable to keep and maintain all of such Common Areas, at all times, clean, in good condition, order, and repair and, usable for their intended purposes, reasonably safe, and reasonably attractive.

8. Covenants to Run with Land. This instrument and all of the provisions hereof shall constitute covenants running with the land or equitable servitudes, as the case may be, and shall be binding upon the Signatories and any other party which has, acquires, or comes to have any interest in or which occupies or comes to occupy a Parcel, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. This instrument and all of the provisions hereof shall be binding upon each Parcel, and all interest in each Parcel shall be subject to all of the terms and provisions hereof. By acquiring, in any way coming to have any interest in, or occupying a Parcel, the party so acquiring, coming to have such interest, or occupying, consents to, and agrees to be bound by,

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each and every provision of this instrument.

9. Title and Mortgage Protection. 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 or trustee interested under any Mortgage affecting a Parcel (including any such Mortgagee or trustee which is a Signatory) 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.

10. Enforcement. Those Signatories and other parties which are intended to be benefitted by such of the provisions, restrictions, or requirements of this instrument as are concerned, shall have the right to enforce, through appropriate proceedings at law or in equity, such provisions, restrictions, or requirements. 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. Except as speci-

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ficably provided to the contrary therein, the provisions of the following Section 11 are not intended to be and shall not be construed to be in limitation of the provisions of this Section 10.

11. Maintenance Enforcement. As used in this Section 11 the following terms shall have the indicated meanings: (i) "Deficient Parcel" shall mean and refer to such of Parcels 1, 2 or 3 as at the time concerned contains Common Areas which are not maintained as, or, are not in the condition required by Section 7 hereof; (ii) "Deficient Owner" shall mean and refer to the Owner of the Deficient Parcel; and (iii) "Aggrieved Party" shall mean and refer to any of the following parties: (A) the Owner of any of Parcels 1 and 2 other than the Deficient Parcel; (B) The tenant or lessee under any other lease, lease agreement, or similar instrument covering premises (situated within Parcel 1 or 2) which contain 15,000 or more square feet of Net Floor Area, in the event the premises covered by such lease, lease agreement, or similar instrument are situated within other than the Deficient Parcel.

In the event a Deficient Parcel comes to exist, an Aggrieved Party may give the Deficient Owner written notice specifying the matters constituting the deficiency in maintenance and upkeep of the Common Areas contained within the Deficient Parcel. If such notice is given to the Deficient Owner, the Aggrieved Party giving the same shall simultaneously therewith also give such notice to the Mortgagee under each recorded Mortgage then affecting the Deficient Parcel and to the ground lessor or sublessor (or their successors or assigns) under the leases referred to in Section 1. The Deficient Owner shall have fifteen (15) days following the giving of the notice(s) contemplated by the foregoing portion of this paragraph within which to cure the matters involved or, if such matters cannot reasonably be cured within that period, such additional time as may be necessary if within such fifteen (15) day period the Deficient Owner has commenced, and thereafter diligently pursues, the

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efforts necessary to cure the matters involved. If such matters are not cured within the time provided for in the preceding sentence, the Aggrieved Party which gave the notice(s) provided for herein shall itself have the right to perform or cause to be performed or to accomplish or cause to be accomplished the matters constituting the deficiency. If such Aggrieved Party does so, all costs and expenses incurred by it in curing such matters and in enforcing its rights hereunder, including attorneys' fees (including those incurred in connection with any appeal), shall immediately be paid to such Aggrieved Party by the Deficient Owner (together with interest on all such sums at the rate of twelve percent (12%) per annum from the date of expenditure until paid). Such payment obligation of the Deficient Owner shall, at the option of the Aggrieved Party which effected the cure, be secured by a lien against the Deficient Parcel evidenced by a Notice of Lien or like instrument filed for record by such Aggrieved Party with the County Recorder of Salt Lake 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 Deficient Parcel or interests in the Deficient Parcel which is of record at the time said Notice of Lien or like instrument is filed, shall be subject and subordinate to this instrument and all of the provisions hereof, shall be subject and subordinate to each utility easement or like interest affecting the Deficient 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 Deficient Parcel or interests in the Deficient 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 Deficient Parcel.

12. Amendment and Supplements. Any provision contained in this instrument may be amended by, but only by, an instrument filed for record with the County Recorder of Salt Lake County, Utah, which is executed by the following parties: (i) All Owners and Mortgagees of a Parcel which under the terms hereof are intended to be benefitted or burdened by the provisions affected by the amendment; (ii) Each other party (interested in a Parcel) which prior to the time of the amendment has been accorded the right, through a recorded supplement to this instrument meeting the requirements specified in the following Paragraph, to be a necessary party to an amendment of this instrument (but only if such other party is, under the terms of this instrument, intended to be benefitted or burdened by the provisions affected by the amendment). Unless it falls within one of the classes described in the foregoing items (i) and (ii), no Signatory, no other party which has, acquires, or comes to have an interest in any Parcel, and no party which occupies or comes to occupy any Parcel, need execute an amendment to this instrument in order to make such amendment in all respects effective, enforceable, binding, and valid against all of the parties and interests described in Section 8 hereof.

The Owner of Parcels 1 and 2 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 Salt Lake 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 Parcels 1 and 2; (c) A statement revealing which Parcel(s) are owned by the Owner exe-

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cuting 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.

13. Partial Invalidity. The invalidity or unenforceability of any portion of this instrument shall not affect the validity or enforceability of the remainder hereof, and if any provision of this instrument or the application thereof to any Signatory, other party, or circumstance should to any extent be invalid, the remainder of this instrument or the application of such provision to Signatories, other parties, or circumstances other than those as to which a holding of invalidity is reached shall not be affected thereby, and each provision of this instrument shall be valid and enforceable to the fullest extent permitted by law.

14. Effective Dates and Duration. This instrument and any amendment or supplement hereto shall take effect upon its being filed for record with the County Recorder of Salt Lake County, Utah. This instrument and all of the provisions hereof (except those provisions hereof which by their terms cease to be effective at an earlier time) shall remain in force and effect for the fifty (50) year period following the date on which this instrument is so filed for record.

15. Interpretation. The purpose of this instrument is the creation of certain rights, restrictions, and requirements which are to apply between and among the Parcels and which are to define and govern the rights and obligations as between those parties interested in a given Parcel or Parcels, on the one hand, and those parties interested in another Parcel or Parcels, on the other. Accordingly, this instrument is not intended to and shall not change, supersede, or defeat any agreements, leases, or other instruments heretofore or hereafter entered into or given which have as the subject matter thereof the respective rights and obligations of parties having an interest in the same Parcel. This instrument and the provisions hereof should, however, be

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taken into account in interpreting or construing any such previous or subsequent agreements, leases, or other instruments.

The captions which precede the Sections of this instrument are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. This instrument shall be governed by and construed in accordance with the laws of the State of Utah.

DATED as of January 22, 1980, and executed by the Signatories on the respective dates appearing below.

EXECUTED on this 22nd day of January, 1980, by OQUIRRH HILLS DEVELOPMENT CORPORATION.

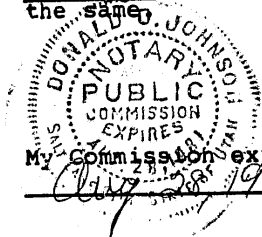
Owner of Parcel 1 and a portion of Parcel 4 and Ground Lessee of Parcels 2 and 3 under Lease dated April 10, 1979, with Howard C. Nelson and Elaine Nelson, as Lessors.

OQUIRRH HILLS DEVELOPMENT CORPORATION

Mervyn B. Arnold
Its Pres.

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 22nd day of Jan, 1980, personally appeared before me Mervyn B. Arnold, who being by me duly sworn did say that he is the President of Oquirrh Hills Development Corp, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Mervyn B. Arnold duly acknowledged to me that said corporation executed the same.



Donald Johnson
Notary Public
Residing at: Salt Lake City

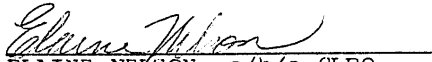
My Commission expires: July 28, 1981

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EXECUTED on this 6th day of February, 1980,
by HOWARD C. NELSON and ELAINE NELSON, a/k/a CLEO ELAINE NELSON.

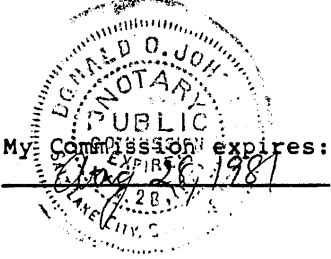
Fee owners and Ground
Lessor of Parcel 2,
Parcel 3 and a portion
of Parcel 4 pursuant to
Lease dated April 10, 1979
with Oquirrh Hills De-
velopment Corporation as
Lessee; and Sublessee
of Parcel 3; Beneficiary
under a Trust Deed recorded
February 17, 1978, in Book
4626 at Page 1416.



HOWARD C. NELSON


ELAINE NELSON, a/k/a CLEO
ELAINE NELSON

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 6th day of Feb, 1980, personally
appeared before me Howard C. Nelson and Elaine Nelson, a/k/a Cleo
Elaine Nelson, his wife, signers of the foregoing instrument, who
duly acknowledged to me that they executed the same.


My Commission expires:
Aug 28, 1981


Notary Public
Residing at: Salt Lake City

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EXECUTED on this 28 day of March, 1980, by

THE LOCKHART COMPANY.

Beneficiary of a Trust
Deed recorded December
15, 1978 in Book 4786
at Page 1228.

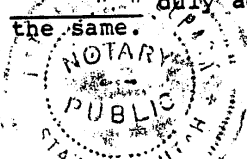
THE LOCKHART COMPANY

By Duane R. Bullough
Its Manager

STATE OF UTAH)

COUNTY OF SALT LAKE)

On the 28 day of May, 1980, personally
appeared before me Duane Bullough, who being by me duly
sworn did say that he is the manager of Lockhart
Company, and that the within and foregoing
instrument was signed in behalf of said corporation by authority
of a resolution of its board of directors and said Duane Bullough
duly acknowledged to me that said corporation executed
the same.



Duane R. Bullough
Notary Public
Residing at: Salt Lake City

My Commission expires:
March 1984

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EXECUTED on this 24th day of January, 1980, by

GUARDIAN TITLE COMPANY.

Trustee under a Trust Deed recorded December 15, 1978 in Book 4786 at Page 1228 and a Trust Deed recorded February 17, 1978 in Book 4626 at Page 1416.

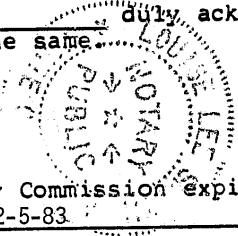
GUARDIAN TITLE COMPANY

By Douglas W. Curlis
Its Vice President

STATE OF UTAH)

COUNTY OF SALT LAKE)

On the 24th day of January, 1980, personally appeared before me DOUGLAS W. CURLIS, who being by me duly sworn did say that he is the Vice President of GUARDIAN TITLE COMPANY OF UTAH, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said DOUGLAS W. CURLIS duly acknowledged to me that said corporation executed the same.



Louise A. Smith
Notary Public
Residing at: Salt Lake City, Utah

My Commission expires:
2-5-83

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EXECUTED on this 24th day of January, 1980 by
TRACY MORTGAGE COMPANY, a Utah corporation.

Beneficiary under a
Trust Deed recorded
May 18, 1977 in Book
4490 at Page 676, and
a Trust Deed recorded
February 17, 1978 in
Book 4626 at Page 1412.

TRACY MORTGAGE COMPANY,
a Utah corporation

By [Signature]
Its Vice President

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 24th day of January, 1980 personally
appeared before me David N. Young who being by me duly
sworn did say that he is the Vice President of Tracy Mortgage
Company, and that the within and foregoing
instrument was signed in behalf of said corporation by authority
of a resolution of its board of directors and said David N.
Young duly acknowledged to me that said corporation executed
the same.

Beth Phillips
Notary Public
Residing at: Salt Lake City, Ut.



My Commission expires:
Sept. 28, 1982

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EXECUTED on this 24 day of January, 1980, by
TRACY COLLINS BANK AND TRUST COMPANY.

Trustee under a Trust
Deed recorded on May
18, 1977, in Book 4490
at Page 676 and a Trust
Deed recorded February
17, 1978, in Book 4626
at Page 1412.

TRACY COLLINS BANK AND TRUST COMPANY

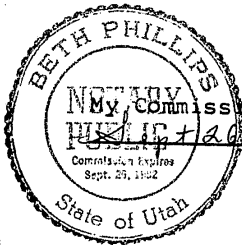
By [Signature]
[Signature]
Its Vice President

STATE OF UTAH)

COUNTY OF SALT LAKE)

On the 24 day of January, 1980, personally
appeared before me Gordon O. Hill, who being by me duly
sworn did say that he is the Vice President of Tracy-Collins
Bank & Trust Company, and that the within and foregoing
instrument was signed in behalf of said corporation by authority
of a resolution of its board of directors and said Gordon O. Hill
duly acknowledged to me that said corporation executed
the same.

Beth Phillips
Notary Public
Residing at: Salt Lake City, Utah



My Commission expires:
12/15/1982

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EXECUTED on this 18th day of March, 1980, by

VALLEY BANK AND TRUST COMPANY.

Beneficiary and Trustee
under a Trust Deed
recorded February
25, 1972 in Book 3045,
Page 79.

VALLEY BANK AND TRUST COMPANY

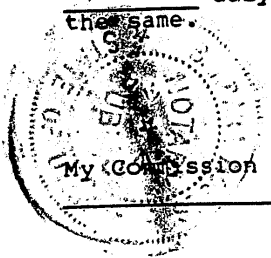
By E.H. Throndsen
Its Sr. Vice Pres.

STATE OF UTAH)

COUNTY OF SALT LAKE)

On the 18th day of March, 1980, personally
appeared before me E.H. Throndsen, who being by me duly
sworn did say that he is the Sr. Vice President of Valley Bank and
Trust Company, and that the within and foregoing
instrument was signed in behalf of said corporation by authority
of a resolution of its board of directors and said E.H. Throndsen
duly acknowledged to me that said corporation executed
the same.

Barbara Moses
Notary Public
Residing at: Salt Lake City, Utah



My Commission expires: 8-4-81

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EXECUTED on this 22nd day of Jan, 1980 by
ARNOLD DEVELOPMENT COMPANY.

Purchaser under a Real
Estate Contract as
evidenced by Notice
recorded June 13, 1977
in Book 4502 at Page
1232.

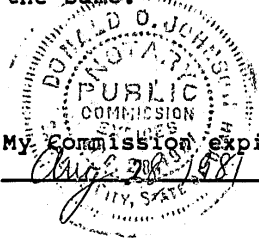
ARNOLD DEVELOPMENT COMPANY

By [Signature]
Its Pres.

STATE OF UTAH)

COUNTY OF SALT LAKE)

On the 22nd day of Jan, 1980, personally
appeared before me Dale A. Rehl, who being by me duly
sworn did say that he is the President of Arnold
Development Co., and that the within and foregoing
instrument was signed in behalf of said corporation by authority
of a resolution of its board of directors and said Dale A
Rehl duly acknowledged to me that said corporation executed
the same.


My Commission expires:
August 20, 1981

Donald Johnson
Notary Public
Residing at: Salt Lake City

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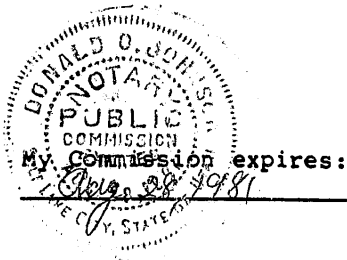
EXECUTED on this 22nd day of Jan, 1980, by
ROGER L. KEHL AND CLARA M. KEHL.

Mortgagees under a
Mortgage recorded
December 12, 1978
in Book 4785 at Page
775.

Roger L. Kehl
ROGER L. KEHL
Clara M. Kehl
CLARA M. KEHL

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 22nd day of January, 1980, personally
appeared before me Roger L. Kehl and Clara M. Kehl, his wife,
signers of the foregoing instrument, who duly acknowledged to me
that they executed the same.



Donald O. Johnson
Notary Public
Residing at: Salt Lake City

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\$26.50

APR 11 11 10 AM '90

WESTERN STATES TITLE
REF
Buddy Thompson
Evelyn Thompson

EXHIBIT A

- Parcel 1 = Oquirrh owned land
- Parcel 2 = Ground Lease less Sublease land
- Parcel 3 = Sublease land
- Parcel 4 = 30' entrance strip 15' from Parcel 3 and 15' from Parcel 1 on most southerly west drive entrance.

PARCEL #1: Beginning at a point on the West line of Section 8, said point being North 0°10'40" West 265.00 feet from the Southwest corner of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°56'30" West 68.89 feet to a point of the East right-of-way of 4015 West Street; thence North 0°05'30" East 395.62 feet along said right-of-way line; thence North 89°55'44" East 1239.39 feet to a point on the West right-of-way line of the West Valley Freeway; thence Southeasterly along the arc of said right-of-way 482.48 feet of a 2621.48-foot radius curve to the left (chord bears South 12°49'22" East 481.80 feet); thence continuing along said right-of-way South 18°05'44" East 145.13 feet to a point on the North right-of-way of 5400 South Street; thence South 89°59'30" West 857.37 feet along said right-of-way; thence North 0°03'30" West 197.00 feet; thence South 89°56'30" West 454.48 feet; thence North 0°05'30" East 15.00 feet; thence South 89°56'30" West 11.11 feet to the point of beginning, containing 15.7580 acres.

PARCEL #2: Beginning at a point on the North right-of-way of 5400 South Street, said point being North 0°10'40" West 53.00 feet and North 89°56'30" East 10.11 feet from the Southwest corner of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 0°05'30" East 197.00 feet; thence North 89°56'30" East 454.48 feet; thence South 0°03'30" East 77.00 feet; thence South 89°56'30" West 190.00 feet; thence South 0°03'30" East 120.00 feet; thence South 89°56'30" West 265.00 feet to the point of beginning, containing 1.5331 acres.

PARCEL #3: Beginning at a point on the North right-of-way line of 5400 South Street, said point being North 0°10'40" West 53.00 feet from the Southwest corner of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°56'30" West 69.89 feet to the East right-of-way line of 4015 West Street; thence North 0°05'30" East along said East line of 4015 West Street 182.00 feet; thence North 89°56'30" East 80.00 feet; thence South 0°05'30" West 182.00 feet to the North right-of-way line of 5400 South Street; thence South 89°56'30" West 10.11 feet to the point of beginning, containing 0.3343 acre.

PARCEL #4: Beginning at a point on the East right-of-way of 4015 West Street, said point being South 89°56'30" West 70.14 feet and North 0°05'30" East 250.00 feet from the Southwest corner of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and continuing along said right-of-way line North 0°05'30" East 15.00 feet; thence North 89°56'30" East 80.00 feet; thence South 0°05'30" West 30.00 feet; thence South 89°56'30" West 80.00 feet; thence North 0°05'30" East 15.00 feet to the point of beginning, containing 0.055 acre.

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