



EASEMENT AND PARKING DELCARATION

This DECLARATION made this 29 day of January, 2004, by Shawn Strong an Individual hereinafter referred to as "Strong".

In consideration of the mutual covenants and promises to be kept and preformed as described herein, "Strong" does hereby declare and state as follows:

1. FACTS AND OBJECTIVES

- A. "Strong" is the owner of the parcels described on exhibit "A" attached, and which the forgoing easement is depicted on Exhibit "C" attached.
- B. The two parcels described on Exhibits "A" attached together shall be hereafter known as the "Entire Premises." The Easement is depicted on said Exhibit "C"
- C. While "Strong" currently owns the Entire Premises, he may not always do so. In such event, "Strong" wishes to provide for some consistency in use, since the two parcels were developed and improved together.
- D. The owner of said parcels acknowledge that he may lease and /or sell all or portions of the respective parcels to other tenants and/or owners, or to other third parties.
- E. "Strong" desires to establish, as hereafter provided, nonexclusive easements for the use of those portions of the Entire Premises, which are not from time to time improved with buildings or other structures, and which are intended for use as driveways, pedestrians ways, sidewalks, parking areas, parking spaces, and for ingress and egress to and from public roads and utility line purposes, and further desires to set out the terms, conditions and restrictive covenants controlling use and development of the Entire Premises.
- F. All areas defined on the attached Exhibit "C" shall be defined as "Common Areas."

2. TERMS

The term of this Declaration shall commence on the date of execution hereof and shall continue in perpetuity.

3. UTILITY EASEMENT

"Strong" hereby grants to each and every person, partnership, corporation or other entity now or hereinafter owning or having an interest in all or any portion of the Entire Premises a mutual, reciprocal and nonexclusive easement, license, right and privilege, for the installation,

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REC FOR: HERITAGE.WEST

maintenance and connection to all underground utilities including all utility lines, wires, pipes, conduits, sewers and drainage lines, in, to, upon, through and over the Common Areas from time to time located on the Entire Premises. The parties agree that any future connections to the existing "underground utility lines," as uses herein to include, by way reference but not limitation, all wires, pipes, conduits, sewer drainage lines, etc., located on the respected parcels shall be subject to advance written approval of the owner of the respective parcels where such future connections are to occur.

4. INGRESS, EGRESS AND PARKING EASEMENT

"Strong" hereby grants to each and every person, partnership, corporation or other entity now or hereinafter owning or having an interest in all or any portion of the Entire Premises, a mutual, reciprocal and nonexclusive easement, license, right and privilege of passage and use, both pedestrian and vehicular, including but not limited to, the parking of vehicles and for ingress and egress to and from the roadways adjoining the Entire Premises, in, to, upon, through and over the Common Areas from time to time located on the Entire Premises. Such rights of parking referred to in this Paragraph 4 are limited to the extent that it is understood and agreed that the most convenient parking facilities be maintained for use of the customers and other business invitees only.

5. COOPERATIVE USE OF EASEMENTS

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 parcels, but such owner or owners may grant the benefit of such easements, rights and privileges to its tenants now or hereafter occupying a building or portions thereof on the Entire Premises 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.

Notwithstanding anything contained in paragraphs 3, 4, and 5 to the contrary, the easements, rights and privileges hereinabove granted shall not extend to or exist over portions of the Entire Premises unless described in Exhibit "C."

The easements, rights and privileges hereinabove granted shall be used and enjoyed in such a manner as to cause the least possible interference with the conduct and operations of the business at any time existing on the Entire Premises. Areas not covered by buildings shall be maintained as Common Areas with no less parking on any parcel than is currently described in the attached Exhibit "C." In no case will buildings or other structures be permitted upon the area described in the Exhibit "C" without the prior written approval of the owner or owners of both parcels. The owner or owners of the two parcels further agree in general to manage their respective properties in such manner as to encourage tenant and customer convenience.

No party shall have the right to withhold any written approval required herein when reasonable arrangements are made to perform any work required in a manner and at times calculated to cause minimal disruption with the business of the tenants upon the parcel where the work is to be accomplished.

6. MAINTENANCE AND TAXES

The owner (or owners) of the respective parcels of property comprising the Entire Premises shall be responsible at their own expense for all costs and expenses of the maintenance of the Common Areas located on their respective parcels which shall include, but not be limited to, sewer line maintenance, landscaping maintenance, electricity, parking, maintenance of lights and light standards including illumination during the hours the businesses are open, and a reasonable period prior and subsequent thereto, landscaping and operation of such Common Areas. The owners shall cause the Common Areas parking to be thoroughly cleaned on a reasonable schedule, and snow to be properly removed on every occasion where it impedes the use of said facilities. In the event any or all of the respective parcels elect to maintain the Common Areas located on their respective parcels in conjunction with each other, then in such event, all such costs and expenses shall be prorated among such owners and/or tenants by comparing the total acreage of each parcel owned to the total acreage of the Entire Premises. Should any party sell all or part of its premises, this covenant and the proration agreement shall run with the land and be binding upon successors and assigns of the parties hereto.

The owners and/or tenants (if obligated to do so pursuant to any lease) of the respective parcels of property comprising the Entire Premises shall timely pay all real estate taxes and assessments, water rents and charges levied on their respective parcels.

7. INDEMNIFICATION / INSURANCE

Indemnification: Each owner of a parcel hereby indemnifies and saves the other parties harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person or property occurring on any portion of the Entire Premises owned by it, except if caused by the act or neglect of another party hereto or the agents, assigns, lessees, or successors in interest of another party hereto.

8. CONDEMNATION

In the event of condemnation by eminent domain by any duly constituted authority for a public or quasi-public use of all or any part of the Entire Premises, that portion of the award attributable to the value of any land within the Common Areas so taken shall be payable only to the owner in fee, as the case may be with respect to the portion condemned, and no claim thereon shall be made by other owner of any other portion of the Entire Premises, provided, however, all other owners of the Entire Premises may file collateral claims with the condemning authority, over and above the value of the land within the Common Areas so taken, to the extent of any damage suffered to their respective improvements resulting from the severance of the appurtenant Common Areas or utility easements and facilities so taken, provide, however, that the owner in fee of the portion of the Common Areas so condemned shall promptly repair and restore the remaining portion of the Common Areas so owned by such Owner as near as practicable to the condition of the same immediately prior to such condemnation and without contribution from the other owners of the Entire Premises except to the extent that the proceeds of such award are insufficient to pay the costs of such restoration and repair, or if the owner is not obligated to restore and/or repair pursuant to the lease affecting the area so condemned.

No party shall have any right to any award made by the condemning authority for the value of any rights or other benefits relating to other parcels, whichever is taken by the condemnation.

9. OBSTRUCTIONS

No fences, barriers or other obstructions, except as described in the Exhibit "C" shall be erected or maintained between the parcels except to facilitate smooth and safe traffic flow between the parcels. Notwithstanding the foregoing, nothing herein shall be construed to prohibit, from time to time, not more frequently than two (2) times in any calendar year nor for more than three (3) days in duration, the use of a portion of the Common Areas by the respective owner thereof, or its assigns, for a temporary promotion, so long as such use does not unreasonably interfere with the traffic flow or unreasonably obstruct the rights granted under this Agreement to the other parties hereto.

10. CONTROL OF ACCESS

The parties, for themselves and the owners of all or any part of the easements granted in Paragraph 43 and 4 above, do, however, reserve the right to close temporarily all or any portion of the said easement areas to such extent, in the opinion of the parties or the then owners of all or any part of the easement areas, as maybe legally necessary and sufficient to prevent a dedication thereof or an accrual of any rights in any person other than as aforesaid or in the public generally therein. Any such temporary closing shall, however, be further subject to the reasonable consent of all owners of the Entire Premises.

11. 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 parties and future owners of all or any portion of the Entire Premises, and their respective heirs, successors and assigns, and all person claiming under them from the date hereof into perpetuity, unless terminated either as set forth herein, or by unanimous vote of all the owners of the Entire Premises.

12. REMEDIES

In the event of a breach, or attempt or threatened breach, by any owner hereafter of any portion of said Entire Premises, in any of the terms, covenants and conditions hereof, including but not limited to payment of taxes and assessments, and one or all other owners of the Entire Premises shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach including payment of any amount due, and any deed, lease, assignments, conveyance or contract made in violation of this agreement shall be void and my be set aside upon petition of one or more of the owners of the Entire Premise. All costs and expenses incurred by any owner in making any payments in any such suit or proceedings shall be assessed against the defaulting owner in favor of any prevailing owner and shall constitute a lien against the real estate or then interest therein for which such payment was made or against the real estate or the interest therein wrongfully deeded, leased, assigned, conveyed or contracted until paid, effective upon recording notice thereof in the Office of the Recorder in and for the county where the Entire Premises is located, but any such lien shall be subordinated to any First

Mortgage covering any portion of the entire Premises and any purchaser at any foreclosure sale (as well as any grant n of deed in lieu of foreclosure) under any such First Mortgage shall take title free from any such existing lien, but otherwise be subject to the provisions hereof. The remedies of any one or all such owners of the parcels shall be cumulative as to each and as to all other permitted at law or in equity.

In the further event of any failure by a party to perform, fulfill or observe any covenant or agreement herein to be performed, fulfilled or observed by it, continuing for thirty (30) days after receipt of written notice, crating or causing a situation involving potential danger to the health of safety of persons, in, on or about the Entire Premises or causing substantial deterioration or damage to either parcel, or any portion or part thereof, in each case after written notice specifying such, any other party may, at its election, cure such failure or breach for and on behalf of the defaulting party, and any amount which the party so electing shall expend for such purpose, or which shall otherwise be due by any party to any of the other parties hereunder, shall be paid to the party to whom due on demand, without contest, upon delivery of its invoice, together with the interest thereon at the lower of (i) the rate of fifteen percent (15%) per annum, or (ii) the maximum possible from time to time under applicable laws, from the date of the expenditure or the date when the same shall have become due to the date of payment thereof in full. The provisions of this paragraph shall in all respects be subject and subordinate to the lien of any mortgages or any deeds of trust at any time or from time on the land of the defaulting party and the rights of the holder or holders thereof.

13. SUCCESSORS BOUND

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 benefits of and be binding upon the parties hereto, their successors and assigns.

14. FORCE MAJEURE

If the parties hereto are prevented from timely performance of any requirement hereunder by strikes, lockouts, natural disasters, delays in obtaining materials, acts of God or similar event, the time for performance shall be extended by the period of any such delay.

15. GOVERNING LAW

This agreement shall be construed in accordance with the laws where the real property, which is the subject matter of this agreement, is located.

Witness our hand this 29 day of January 2004

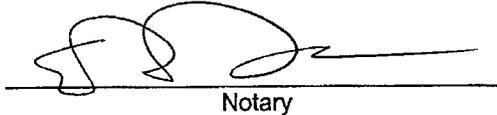

Shawn Strong

STATE OF UTAH,

SS.

COUNTY OF DAVIS

On the 29 day of January A.D. 2004
personally appeared before me Shawn Strong
the signer of the within instrument, who duly acknowledged to me that he executed
the same.


Notary

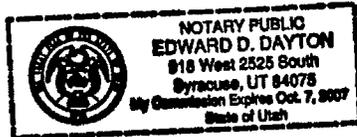


Exhibit A

ALL OF LOT 1R, STONE EDGE COMMERCIAL SUBDIVISION, ROY CITY,
WEBER COUNTY, UTAH.

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ALL OF LOT 2R, STONE EDGE COMMERCIAL SUBDIVISION, ROY CITY,
WEBER COUNTY, UTAH.

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Exhibit C

STONE EDGE CROSS ACCESS DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 11, T.5N., R.2W., S.L.B.&M.,
U.S.
SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 1900 WEST
STREET (STATE HIGHWAY 84), SAID POINT BEING N00°48'55"W ALONG THE
SECTION LINE 925.98 FEET AND N89°11'05"W 35.06 FEET FROM THE
SOUTHEAST
CORNER OF SAID SECTION 11; THENCE N00°17'22"E ALONG SAID RIGHT-OF-
WAY
LINE 45.00 FEET; THENCE N89°50'09"W 115.99 FEET; THENCE S00°09'51"W
45.00
FEET; THENCE S89°50'09"E 115.89 FEET TO THE POINT OF BEGINNING.

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