

28-05-401-003
APN: 28-05-451-004

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12/07/2005 04:07 PM \$25.00
Book - 9227 Pg - 3226-3232
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: EPM, DEPUTY - OT 7 P.

When recorded return to:

Paul M. Harman
Jones Waldo Holbrook & McDonough
170 South Main, Suite 1500
Salt Lake City, Utah 84101

DECLARATION

THIS DECLARATION ("Declaration") is made as of the 7th day of DECEMBER, 2005, between LOWE'S HIW, INC., a Washington corporation, of Highway 268 East, North Wilkesboro, North Carolina 28659 ("Lowe's"), and BOYER QUARRY BEND, L.C., a Utah limited liability company, of 90 South 400 West, Suite 200, Salt Lake City, Utah 84101 ("Developer"). Lowe's and Developer may individually be referred to herein as a "Party" and collectively, as the "Parties".

WITNESSETH:

WHEREAS, Lowe's is the owner of that certain tract of real property consisting of approximately 14.82 acres located in Salt Lake County, State of Utah, as more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Lowe's Tract"); and

WHEREAS, Developer is the owner of certain tracts of real property located in Salt Lake County, State of Utah, located in Salt Lake County, State of Utah, as more particularly described on Exhibit B attached hereto and made a part hereof for all purposes (the "Developer Tract"); and

WHEREAS, the Lowe's Tract, and the Developer Tract are schematically depicted on the site plan attached hereto and made a part hereof for all purposes as Exhibit C ("Site Plan"); and

WHEREAS, Lowe's and Developer desire that the Developer Tract be subject to an additional restriction hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Lowe's and Developer do hereby agree as follows:

- 1. **Design and Construction.** Developer covenants and agrees that the main entrance of any building located on the one half portion of Developer Tracts C and D located closest to the Lowe's Tract as identified on the Site Plan, shall not face the Lowe's Tract.

2. **Runs with the Land.** The covenant and restriction set forth in this Declaration shall be a burden on the Developer Tract and shall run with the land. This Declaration shall bind and inure to the benefit of the Parties hereto, their respective heirs, representatives, lessees, successors and assigns.

3. **Effective Date and Duration.** This Declaration shall be effective from and after the recordation of this Declaration in the official records of Salt Lake County, Utah, and thereafter shall continue in force and effect until the Owner of the Lowe's Parcel agrees in writing to terminate this Declaration.

4. **Attorney's Fees.** In the event any party initiates or defends any legal action or proceeding to enforce or interpret the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorney's fees, including attorney's fees with respect to an appeal.

5. **Counterparts.** This Declaration may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Declaration as of the day and year written above.

[SIGNATURE PAGES TO FOLLOW]

Signature Page for Developer:

DEVELOPER:

BOYER QUARRY BEND, L.C.,
a Utah limited liability company

By THE BOYER COMPANY, LC.,
a Utah limited liability company
Its: Manager

By [Signature]
Name: Devon M. Glenn
Title: Manager

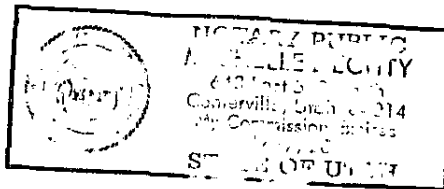
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 2nd day of December, 2005,
by Devon M. Glenn, Manager of The
Boyer Company, L.C., a Utah limited liability company, the Manager of BOYER QUARRY
BEND, L.C..

[Signature]
NOTARY PUBLIC
Residing at: Centerville, Utah

My Commission Expires:

07-17-2008



Signature Page for Lowe's:

LOWE'S:

LOWE'S HIW, INC.,
a Washington corporation

Attest:

By: Kevin D. Bennett
Name: **Kevin D. Bennett**
Title: **Vice President**

By: David E. Shelton
Name: **David E. Shelton**
Title: **Senior Vice President**

PSA
KOB

Kevin D. Bennett
Assistant Secretary

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF WILKES)

The foregoing instrument was acknowledged before me this 29 day of November 2005,
by David E. Shelton and Kevin D. Bennett,
Sr. Vice President and Assistant Secretary, respectively, of
Lowe's HIW, Inc., a Washington corporation.

Teresa F. Lococo
NOTARY PUBLIC
Residing at: County of Wilkes

My Commission Expires: 4-7-10

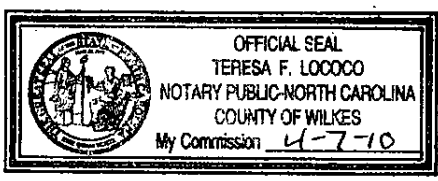


EXHIBIT A

Legal Description of the Lowe's Tract

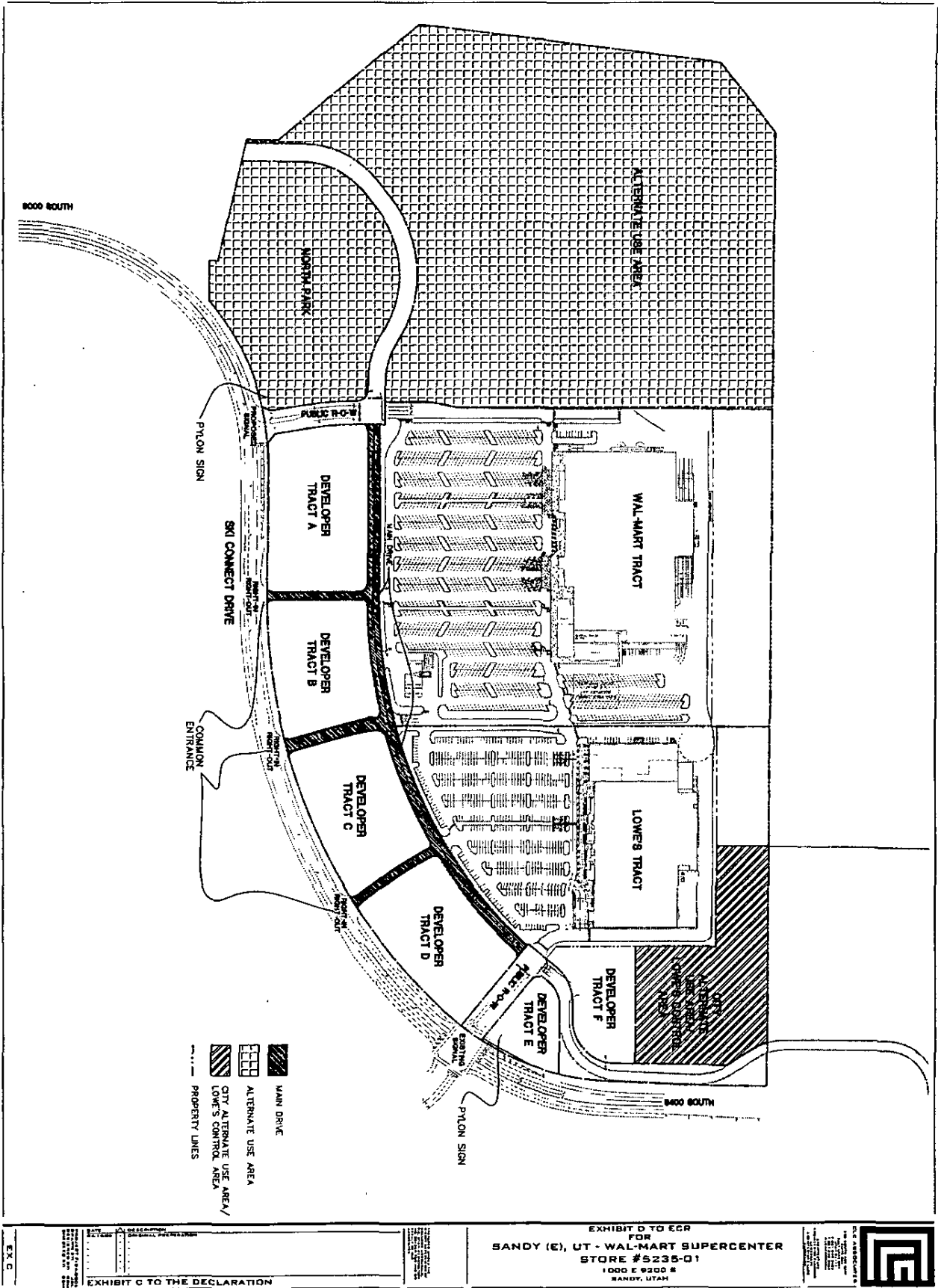
All of Lot 1 of Quarry Bend Subdivision located in Sandy, Utah recorded as an entry in
Book 2005P, Page 392 with Salt Lake County.

EXHIBIT B

Legal Description of the Developer Tract

All of Lots 3, 5 and 8 of Quarry Bend Subdivision located in Sandy, Utah recorded as an entry in Book 20050, Page 392 with Salt Lake County.

Exhibit C



EX C

EXHIBIT C TO THE DECLARATION

DATE	BY	FOR

EXHIBIT D TO ECR
FOR
SANDY (E), UT - WAL-MART SUPERCENTER
STORE #5235-01
1000 E 9200 S
SANDY, UTAH

DATE: 11/11/11
BY: [Signature]
FOR: [Signature]

