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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

1550  
2650

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08 AUGUST 91 02:46 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
KIMBALL PARR WADDUPS BROWN & GEE  
REC BY: DOROTHY SINFIELD, DEPUTY

5108432  
07 AUGUST 91 03:31 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
KIMBALL PARR WADDUPS & GEE  
REC BY: KARMA BLANCHARD, DEPUTY

DECLARATION OF  
EASEMENTS, COVENANTS AND RESTRICTIONS

THIS DECLARATION (this "Declaration") is executed as of the  
5th day of August, 1991, 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:

"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, or 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.

"Parcel A" means the real property owned in fee simple  
by Bettilyon Redwood Road, a partnership, located at 2250 South  
Redwood Road in Salt Lake County, Utah and more particularly  
described as follows:

Commencing North 0°02'35" East 1270.70 feet and  
North 89°57'25" West 50 feet from the center of Section  
22, Township 1 South, Range 1 West, Salt Lake Base and  
Meridian, and running thence North 0°02'35" East 212.78  
feet; thence South 88°42'10" West 149 feet; thence  
northwesterly along a curve to the right 145.59 feet;  
thence South 0°02'35" West 239.57 feet; thence South  
89°57'25" East 290 feet to the beginning. [Parcel A is

RE-RECORDED TO ATTACH EXHIBIT A.

EX 6344 PG 0475  
EX 6343 PG 1934

located immediately North of Parcel B, and is partially shown on the Plat.]

"Parcel B" means the real property owned in fee simple by STA-R-1, Ltd., a Utah limited partnership, located in Salt Lake County, Utah and more particularly described as follows:

Beginning at a point on the North line of 2300 South Street, according to the official road dedication plat of said street on file in the Salt Lake County Recorder's Office, said point being North 0°02'35" East 883.70 feet along the monument line and North 89°57'25" West 50.00 feet from the Center of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°57'25" West 150.00 feet along the North line of said street; thence North 0°02'35" East 387.00 feet; thence South 89°57'25" East 150.00 feet to the West line of Redwood Road; thence South 0°02'35" West 387.00 feet along said West line to the point of beginning. [Parcel B is shown as "Parcel 2" on the Plat.]

"Parcels" means Parcel A and Parcel B, collectively, and "Parcel" means either Parcel A or Parcel B, individually, where no distinction is required by the context in which such term is used.

"Plat" means the survey plat attached as Exhibit A.

2. Grant of Easement. Parcel A shall have appurtenant thereto and shall be benefitted by, and Parcel B shall be subject to and shall be burdened by, a perpetual, non-exclusive easement for water and sanitary sewer service to Parcel A through the existing water and sewer lines located on Parcel B to the extent (but only to the extent) that such lines currently serve Parcel A. The Parcel A Owner shall, at its sole cost and expense, install and maintain in good condition and repair a submeter and a shut-off valve on the existing water line, in a location to be agreed on between the Parcel A Owner and the Parcel B Owner, that will accurately measure all water used by Parcel A. The Parcel A Owner shall also, at its sole cost and expense, maintain the existing water line in good condition and repair from such submeter to the end point of such water line on Parcel A.

3. Payment. The Parcel A Owner shall promptly pay to the Parcel B Owner, on request made from time to time by the Parcel B Owner, the cost of all water used by Parcel A, as measured by the submeter installed pursuant to Paragraph 2, at the rate charged by the provider of such water. In addition, the Parcel A Owner shall promptly pay to the Parcel B Owner, on request made from time to time by the Parcel B Owner, the cost of the sanitary sewer service for Parcel A, at the rate charged by the provider of such sewer service. The cost of the sewer service for Parcel A shall be determined by multiplying the total sewer charges billed for both

BK 6344PG0476  
BK 6344PG1935

Parcels by a fraction, the numerator of which is the amount of water used by Parcel A (as measured by the submeter installed pursuant to Paragraph 2), and the denominator of which is the total amount of water used by both Parcels. Finally, the Parcel A Owner shall also promptly pay to the Parcel B Owner, on request made from time to time by the Parcel B Owner, the Parcel A Owner's share of any cost or expense incurred by the Parcel B Owner in maintaining the water or sewer lines located on Parcel B, such share to be determined by multiplying the cost or expense involved by a fraction determined pursuant to the immediately preceding sentence. Any amount owing under this Paragraph 3 which is not paid to the Parcel B Owner by the Parcel A Owner within ten (10) days after written request shall accrue interest at the rate of eighteen percent (18%) per annum until such amount, with interest, is paid in full, both before and after judgment.

4. Duration. This Declaration and each easement, covenant and restriction set forth in this Declaration shall be perpetual.

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

5.1 Appurtenances to Parcels. Each easement, covenant and restriction created by this Declaration is an appurtenance to the Parcel benefited by such 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 easement, covenant and restriction, the benefitted Parcel shall constitute the dominant estate and the burdened Parcel shall constitute the subservient estate.

5.2 Covenants Run with Land; Various Events.

5.2.1 Covenants Run with Land. Each 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 easement, covenant or restriction in question, or to the extent that such 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.

5.2.2 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.

5.2.3 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.

5.2.4 Priority of Declaration. The interests in or rights concerning any portion of the Parcels held by or vested in the undersigned 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 are the sole Owners of the Parcels.

6. Modification. This Declaration and any 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 Mortgagee consents to the same in writing.

7. 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.

8. 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

DK 6344 PG 04 78  
BK 6343 PG 1937

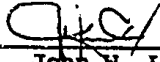
shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Declaration. Each exhibit attached to, and referred to in, this Declaration is incorporated in this Declaration by this reference.

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

BETTILYON REDWOOD ROAD, a partnership, whose address is 2250 South Redwood Road, West Valley City, Utah 84119, has executed this Declaration on the date set forth below, to be effective as of the date first set forth above.

BETTILYON REDWOOD ROAD,  
by its general partner:

A. K. B., INC.,  
a Utah corporation

By   
John W. Langley  
President  
Date 8/6/91

The undersigned, appearing before the person taking this acknowledgment, acknowledges that he/she executed the foregoing document, that he/she holds the position or title set forth in such document, that he/she signed such document on behalf of A. K. B., 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 Bettilyon Redwood Road (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/she had the proper authority to execute such document.

  
JOHN W. LANGLEY

BK6344PG0480

BK6344PG1939

State of Utah )  
County of Salt Lake ) ss.

The foregoing instrument was acknowledged before me this 14th  
day of August, 1991, by John W. Langley,  
President of A. K. B., Inc., the general partner of Bettilvon  
Redwood Road

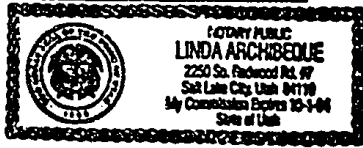
(Seal)

Linda Archibeque  
Notary Public

My Commission Expires:

Residing at:

Salt Lake City, ut.

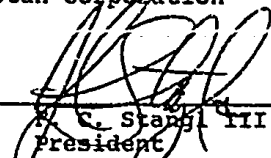


BK63437E1940  
BK6344P60481

STA-R-1, LTD., a Utah limited partnership, whose address is 1515 West 2200 South, E-2, Salt Lake City, Utah 84119, has executed this Declaration on the date set forth below, to be effective as of the date first set forth above.

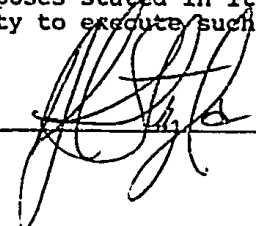
STA-R-1, LTD.,  
a Utah limited partnership,  
by its sole general partner:

VIMP, INC.,  
a Utah corporation

By   
R. C. Stangl III  
President

Date 9/1/91

The undersigned, appearing before the person taking this acknowledgment, acknowledges that he/she executed the foregoing document, that he/she holds the position or title set forth in such document, that he/she signed such document on behalf of VIMP, 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 STA-R-1, Ltd. (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/she had the proper authority to execute such document.

  
\_\_\_\_\_

BK 6343761941

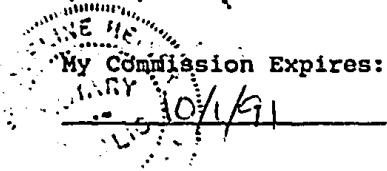
BK 6343761941



State of Utah )  
County of Salt Lake ) ss.

The foregoing instrument was acknowledged before me this 5<sup>th</sup>  
day of AUGUST, 1991, by F. C. Stangl III, the  
President of VIMP, Inc., the sole general partner of STA-R-1,  
Ltd.

(Seal)



Jacqueline H. Herring  
Notary Public  
Residing at:  
SALT LAKE COUNTY

DK 6344PG0483

DK 63443PG1942

**PARCEL 1**  
**COMBINED MT. STATES BINDERY & TR.**

beginning at a point on the north line according to the official record dedication file in the Salt Lake County Records Office 0.02'35" N 883.70 feet along the monument 200.00 feet from the center of Section 22, 1 West, Salt Lake Base and Meridian and run thence westerly 175.88 feet along the radius curve to the right, (center bears chord bears N 78° 58' 42" W 272.75 feet), said street;

thence N 60° 08' 00" W 98.00 feet along thence westerly 18.068 feet along the radius curve to the left, (center bears chord bears N 50° 44' 21" W 18.461 feet), the east line of 1800 feet street;

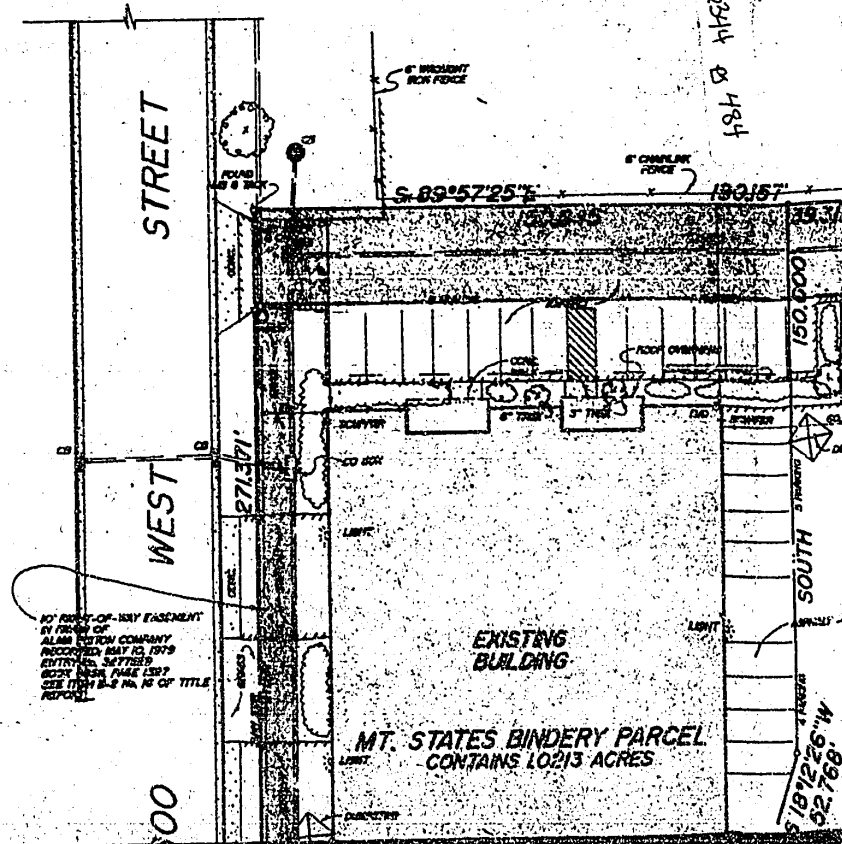
thence N 271.371 feet along said east thence S 89° 57' 25" E 180.15 feet;

thence S 0° 02' 35" E 13.00 feet;

thence S 89° 57' 25" E 174.98 feet;

thence S 0° 02' 35" W 387.00 feet to contains 2.929 acres.

This drawing is the property of Geisler, Engineering and Land Surveying, Inc. All rights in the design shown in the drawing including the right to protection thereof by patent or otherwise are reserved by Geisler, Engineering and Land Surveying, Inc. The drawing may not be copied or its contents made known or available to third parties without the prior written consent of Geisler, Engineering and Land Surveying, Inc. It must be promptly returned to Geisler, Engineering and Land Surveying, Inc. on request.



NO FRONT-OF-WAY EASEMENT IN FAVOR OF ALMA TITON COMPANY RECORDED MAY 10, 1979 ENTRY NO. 547789 BOOK 1888, PAGE 1297 SEE ITM 11-2 IN 16 OF TITLE REPORT

**MT. STATES BINDERY PARCEL**  
 CONTAINS 10.213 ACRES

11894 & 484  
 1894 & 484

STREET

WEST

SOUTH

100

1812'26" W  
 52.768'

150.000

S 89° 57' 25" E 180.15'

180.15'

180.15'

180.15'

180.15'

180.15'

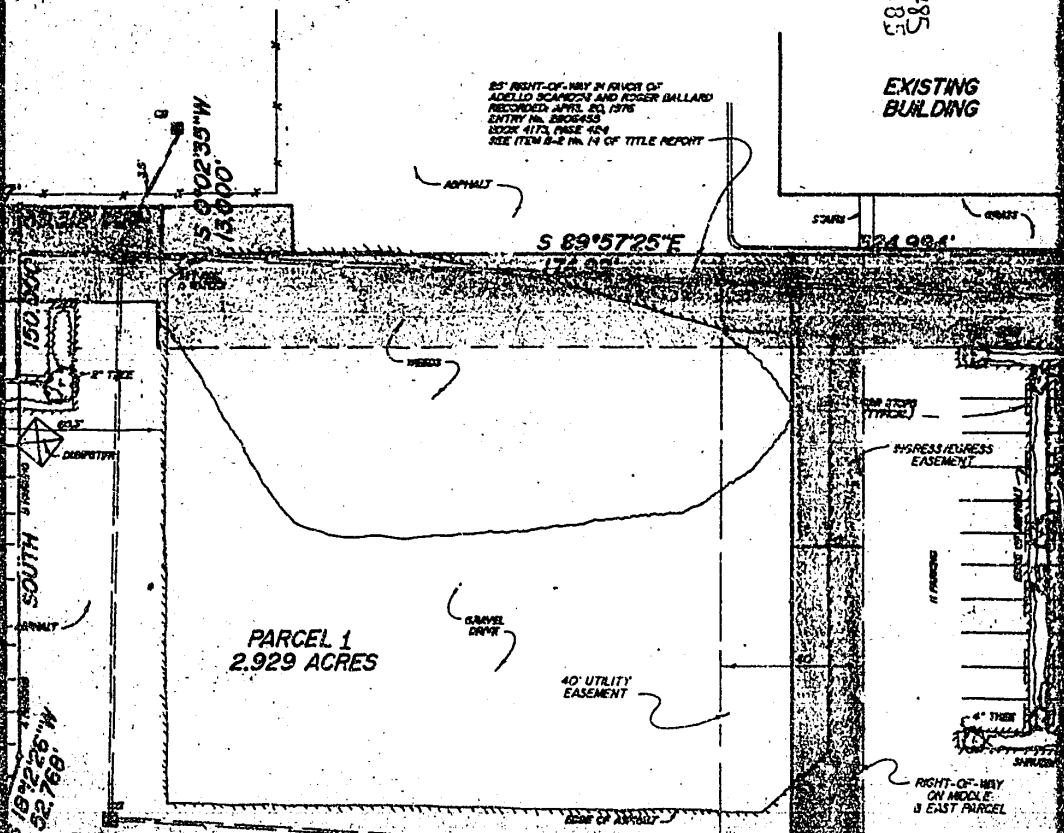
**TRI-COR PARCELS**

North line of 2300 South Street,  
 location plat of said street on  
 City Office, said point being N  
 89°57'25" W and N 89°57'25" W  
 174.92 feet, Township 1 South, Range  
 1 East and running  
 along the arc of a 527.630 foot  
 bearing N 0°02'13" E and long  
 174.92 feet, along the North line of  
 lot along said North line;  
 along the arc of 527.610 foot  
 bearing N 0°02'13" E and long  
 174.92 feet, along said north line to  
 said east line;  
 East;  
 West;  
 East;  
 West to the point of BEGINNING.



SCALE: 1" = 30'

36344804885  
 485



25' RIGHT-OF-WAY IN FAVOR OF  
 ADELLO SCARFON AND ROGER BALLARD  
 RECORDED APRIL 20, 1976  
 ENTRY NO. 2823453  
 SEEN 4173, PAGE 424  
 SEE ITEM B-2 P. 14 OF TITLE REPORT

EXISTING  
 BUILDING

PARCEL 1  
 2.929 ACRES

40' UTILITY  
 EASEMENT

48" PRESSURE  
 EASEMENT

RIGHT-OF-WAY  
 ON MIDDLE  
 OF EAST PARCEL

150.000'  
 13.000'  
 N 89°57'25" E  
 174.92'  
 SOUTH  
 157225' W  
 22.768'

S 89°57'25" E  
 174.92'

224.984'

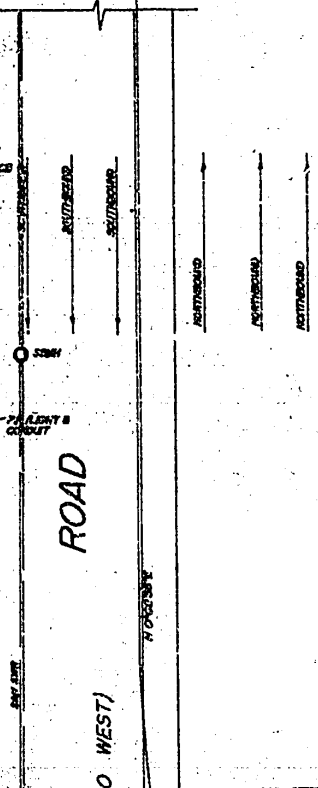
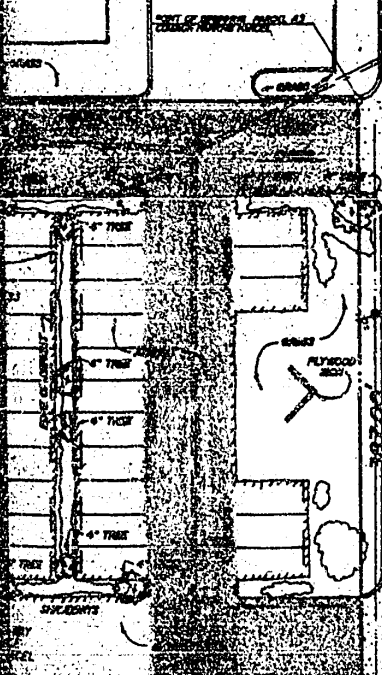


BK 6344 PG 04 86

BEGINNING at a point according to the office file in the Salt Lake Co. 02:35: E 817.048 feet from the Center of Salt Lake Base and Meridian thence westerly radius curve to the chord bears N 62.01 said street:  
 thence N 60.00'  
 thence westerly radius curve to the chord bears N 60.54' east line of 1800 West thence N 271.37'  
 thence S 89.57'  
 thence S 150.00'  
 thence S 18.13'  
 thence S 146.83'  
 Contains 1.0213

BEGINNING at a point according to the office file in the Salt Lake Co. 02:35: E 883.70 feet from the 1 West, Salt Lake Base thence westerly radius curve to the chord bears N 77.00 said street:  
 thence North 12'  
 thence N 15.83'  
 thence North 15'  
 thence S 89.57'  
 thence S 0.04'  
 thence S 39.33'  
 thence S 0.02'  
 Contains 1.908

BEGINNING at a point according to the office file in the Salt Lake Co. 02:35: E 883.70 feet from the 1 West, Salt Lake Base



30'

ROAD

WEST

EAST

7" LIGHT & GROUND

324

0

WEST OF CENTER POINT AT CHURCH AND 1800 WEST

GRAVE

7" TREE

4" TREE

4" TREE

4" TREE

4" TREE

4" TREE

4" TREE

4" TREE

4" TREE

4" TREE

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EXHIBIT A

MOUNTAIN STATES MINERS' PARCEL

at a point on the North line of 2300 South Street,  
 the official road dedication plat of said street on  
 Salt Lake County Recorder's Office, said point being N  
 71.048 feet along the monument line and N 89 57'25" W  
 213.70 feet along the monument line and N 89 57'25" W  
 213.70 feet along the monument line and N 89 57'25" W  
 from the Center of Section 22, Township 1 South, Range 1 West, Salt  
 Lake Meridian and running:  
 easterly 37.360 feet along the arc of a 527.650 foot  
 to the right, (center bears N 25 25'59" E and long  
 62 01'31" W 37.393 feet); along the North line of  
 50 00'00" W 92.000 feet along said Northline;  
 easterly 18.862 feet along the arc of 592.910 foot  
 to the left, (center bears S 30 00'00" W and long  
 60 54'51" W 18.861 feet), along said northline to the  
 1800 West street;  
 271.371 feet along said eastline;  
 S 89 57'25" E 150.845 feet;  
 150.00 feet;  
 S 18 12'26" W 52.768 feet;  
 146.844 feet to the point of BEGINNING.  
 110213 acres.

MIDDLE PARCEL

(PARCEL TO BE CONVEYED TO TRICOM)

at a point on the North line of 2300 South Street,  
 the official road dedication plat of said street on  
 Salt Lake County Recorder's Office, said point being  
 213.70 feet along the monument line and N 89 57'25" W  
 213.70 feet along the monument line and N 89 57'25" W  
 from the Center of Section 22, Township 1 South, Range  
 1 West, Salt Lake Meridian and running:  
 easterly 236.58 feet along the arc of a 527.650 foot  
 to the right, (center bears N 0 02'35" E and long  
 77 00'13" W 236.55 feet), along the North line of  
 150.85 feet along said North line;  
 S 14 13'06" E 52.77 feet;  
 North 150.00 feet;  
 S 89 57'38" E 39.31 feet;  
 S 0 02'35" W 13.00 feet;  
 S 89 57'25" E 174.99 feet;  
 S 0 02'35" W 327.00 feet to the point of BEGINNING.  
 1.808 acres.

PARCEL 2

(STANDARD PARCEL)

at a point on the North line of 2300 South Street,  
 the official road dedication plat of said street on  
 Salt Lake County Recorder's Office, said point being N  
 71.048 feet along the monument line and N 89 57'25" W  
 213.70 feet along the monument line and N 89 57'25" W  
 from the Center of Section 22, Township 1 South, Range  
 1 West, Salt Lake Meridian and running:

ENSIGN ENGINEERING

AND

LAND SURVEYING

4455 SOUTH 700 EAST SUITE 202 (801) 288-2455  
MURRAY, UTAH 84107

SECTION DRAWING

PARCEL

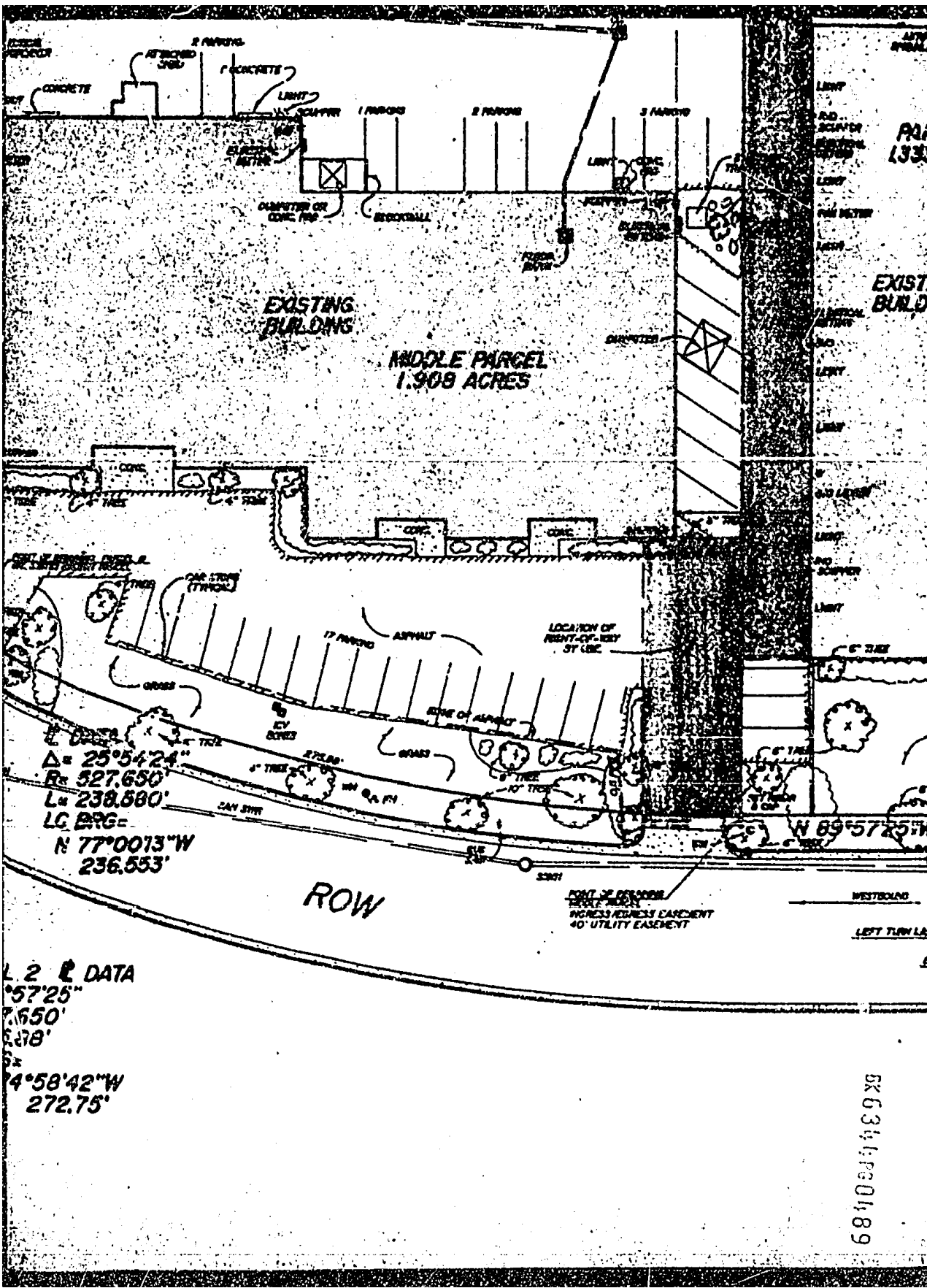
OWN AND

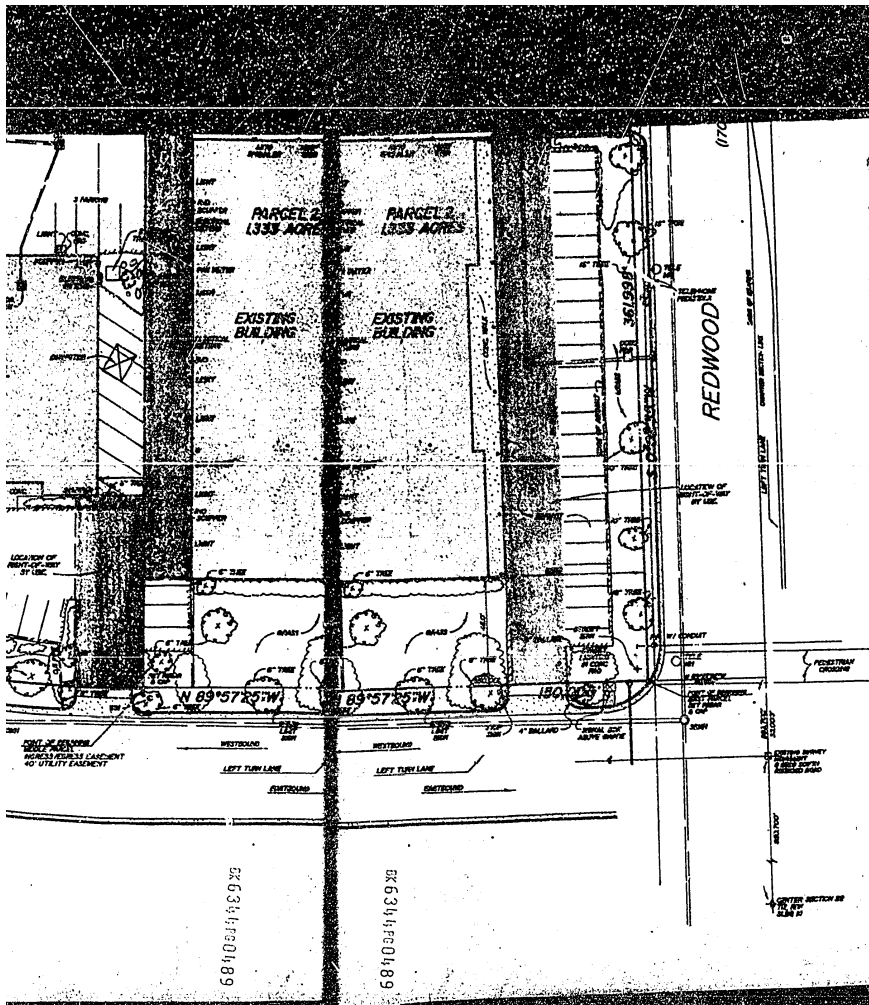
ROAD

CITY, UTAH

20634490487







street:

thence N 0 02'35" E 387  
 thence S 89 57'25" E 150  
 Road:  
 thence S 0 02'35" E 387  
 point of BEGINNING  
 Contains 1.333 acres  
 40 FOOT  
 16 FOOT SETBACK  
 (EASEMENT)

beginning at a point of  
 according to the official  
 file in the Salt Lake County  
 0 02'35" East 383.70 feet S  
 W 200.00 feet from the  
 Range 1 East, Salt Lake East  
 thence westerly 29.00  
 radius curve to the right  
 chord bears N 48 57'25" W 200  
 street:  
 thence N 0 02'35" E 3  
 thence S 89 57'25" E  
 thence S 0 02'35" W  
 South street:  
 thence N 89 57'25" W  
 point of BEGINNING.

beginning at a point of  
 according to the official  
 file in the Salt Lake County  
 0 02'35" East 383.70 feet S  
 W 200.00 feet from the  
 Range 1 East, Salt Lake East  
 thence westerly 29.00  
 radius curve to the right  
 chord bears N 48 57'25" W 200  
 street:  
 thence N 0 02'35" E  
 thence S 89 57'25" E  
 thence S 0 02'35" W  
 thence N 89 57'25" W  
 thence S 0 02'35" W

1, Keith R. Russell  
 Land Surveyor and that I, as  
 the laws of the State of  
 survey of the following:

Mar 10, 1991  
 Date  
 BK 6344 PG 0490



02°35' E 387.00 feet;  
 S 57°25' E 150.00 feet to the west line of Redwood  
 S 02°35' W 387.00 feet along said west line to the  
 BEGINNING.  
 1.333 acres.

**60 FOOT UTILITY EASEMENT  
 (EASEMENT AREA 2)**

Point on the North line of 2300 South Street,  
 official road dedication plat of said street on  
 County Recorder's Office, said point being N  
 feet along the monument line and N 89° 57' 25"  
 the center of Section 22, Township 1 South,  
 the base and Meridian and running;  
 50.00 feet along the arc of a 527.680 foot  
 right, (center bears S 0 02'35" E and long  
 20.00 feet), along the North line of said  
 386.62 feet;  
 40.00 feet;  
 387.00 feet to the north line of 2300  
 20.00 feet along said north line to the

**INGRESS/EGRESS EASEMENT  
 (EASEMENT AREA 1)**

Point on the North line of 2300 South Street,  
 official road dedication plat of said street on  
 County Recorder's Office, said point being N  
 feet along the monument line and N 89° 57' 25"  
 the center of Section 22, Township 1 South,  
 the base and Meridian and running;  
 29.00 feet along the arc of a 527.680 foot  
 right, (center bears S 0 02'35" E and long  
 20.00 feet), along the North line of said  
 79.37 feet;  
 28.98 feet;  
 306.84 feet;  
 20.00 feet;  
 342.00 feet;  
 20.00 feet;  
 45.00 feet to the point of BEGINNING.

**SURVEYOR'S CERTIFICATE**  
 I, do hereby certify that I am a Registered  
 I hold Certificate No. 6260 as prescribed by  
 of Utah and represent that I have made a  
 described property.

*Keith R. Russell*  
 Keith R. Russell  
 License No. 6260

**TITLE**  
**PROPERTY DESCRIP**  
**PRINTER'S ROW**  
**PRINTER'S R**  
**REDWOOD**  
**WEST VALLEY**  
**FOR**  
**FL. STAN**

DESIGN	BY	DATE	CHECK
DRAWN	CO. MCKINNEY		CHECK
SCALE	NOTED	JOB No. 90-53	BY
DATE			
1	1-15-90	PLAT CLARK MCKINNEY PROVIDED BY LAINMAN	
2	2-15-90	FIELD WORK AND CALCULATIONS	
3	3-15-90	FIELD WORK AND CALCULATIONS	
4	4-15-90	FIELD WORK AND CALCULATIONS	
5	5-15-90	FIELD WORK AND CALCULATIONS	
6	6-15-90	FIELD WORK AND CALCULATIONS	

JOB No. 90-53-B  
 SHEET 1

EX 6314/PS0491