

Recorded at the Request of:
Melven L. Smith, Esq.
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Ogden, Utah 84401

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CAROL DEAN PAGE, DAVIS CNTY RECORDER
1993 NOV 3 3:54 PM FEE 25.00 DEP JB
REC'D FOR BONNEVILLE TITLE COMPANY, INC

79-20-100
10-550-0064-1767

EASEMENT AGREEMENT WITH COVENANTS AND RESTRICTIONS

This Easement Agreement ("Easement Agreement") is entered into this 9th day of Sept. 1993, by and between PETsMART, Inc., a Delaware corporation, 10000 N. 31st Avenue, Suite C300, Phoenix, Arizona 85051 ("PETsMART") and UTAH NORTH I.L.P., a Tennessee Limited Partnership, 2016 East 200th South, Layton, Utah 84040 ("UTAH NORTH"). PETsMART and UTAH NORTH shall hereinafter be collectively referred to "the Parties".

RECITALS:

- a. PETsMART is the owner of that certain real property located in Davis County, State of Utah and more particularly described on Exhibit "A", a copy of which is attached hereto and by this reference incorporated herein.
- b. UTAH NORTH is the owner of that certain real property located in Davis County, State of Utah and more particularly described on Exhibit "B", a copy of which is attached hereto and by this reference incorporated herein.
- c. Whereas, the parties have a joint interest in entering into this Easement Agreement for the purpose of allowing the ingress and egress of the respective customers, guests, invitees and licensees of PETsMART and UTAH NORTH.
- d. The Parties desire to enter into this Easement Agreement to provide for reasonable ingress and egress to the properties described on Exhibit "A" and "B" (collectively referred to herein as the "Properties") to mutually benefit and burden each other and to clarify the rights and obligations of each party, one to the other regarding the creation, maintenance and duration of the easement. Whereas, that portion of the properties which will be affected by the easement is marked in heavy

black marker on the plat map, a copy of which is attached hereto as Exhibit "C", and by this reference incorporated herein.

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NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), each in hand paid to the other and in consideration of the mutual covenants and easements contained herein, it is agreed as follows:

1. Definitions. As used in this Easement Agreement:

- a. "PETSMART" shall include PETSMART, Inc., a Delaware corporation, 10000 N. 31st Avenue, Suite C300, Phoenix, Arizona 85051, and its successors and assigns.
- b. "UTAH NORTH" shall include UTAH NORTH and SHONEY'S RESTAURANT located at 377 Hill Field Road, Layton, Utah 84041, and its successors and assigns.
- c. The "Property Affected by the Easement" shall mean that portion of the properties which will be affected by the easement and marked in heavy black marker on the plat map, a copy of which is attached hereto as Exhibit "C", and by this reference incorporated herein.
- d. "Runs with the land" shall mean that the rights created in each paragraph herein shall inure to the benefit and use of the parties and each of them referred to in each such paragraph, and to its successors and assigns, as well as to the benefit and use (or burden) of the other party as benefitted by (or burdened by) such rights and to its successors and assigns.

2. Mutual Easements. PETSMART does hereby convey, grant and transfer to UTAH NORTH and UTAH NORTH does hereby convey, grant and transfer to PETSMART, an easement of ingress and egress across the Property Affected by the Easement for the use of pedestrian and vehicular traffic which occurs in conjunction with the respective businesses of the Parties.

3. Use and Scope. The following terms and conditions shall apply to this Easement Agreement:

- a. This Easement Agreement shall become effective upon execution by both parties and shall continue in perpetuity;
- b. The rights created in this Easement Agreement shall be for the non-exclusive, perpetual right of way for the ingress and egress of pedestrian and vehicular traffic over and across the Property Affected by the Easement for the benefit of each party as used by the agents, employees, guests, invitees and licensees of the Parties, subject to the covenants and restrictions imposed by the Parties as authorized by this Easement Agreement;

4. Obstructions. The Parties hereby agree not to obstruct, impede, or interfere with, one with the other, the reasonable use of the Property Affected by the Easement for the purpose of ingress and egress of the pedestrian and vehicular traffic created by the agents, employees, guests, invitees and licensees of the Parties to and from the Properties.

5. Parking. Under no circumstances shall the agents, employees, guests, invitees or licensees of either party hereto be allowed to park on the Property Affected by the Easement or on the property owned by the other party to this Easement Agreement.

6. Development. UTAH NORTH agrees to pay for the cutting, removal and replacement of the curb, gutter and sidewalks which now impede the access to the Property Affected by the Easement and to install proper curb, gutter and sidewalks conducive to this Easement Agreement, if necessary at the same level of grading and elevations as those removed.

7. Maintenance. The Parties agree to maintain and to keep in good repair their own respective Property.

8. Binding Effect. This agreement shall be binding upon the Parties hereto, and their successors and assigns.

9. Authority and Consent. The Parties represent and warrant that each has the right, legal capacity and authority, by vote or consent of the their respective directors, shareholders, partners or owners, whichever the case may be, if necessary, to enter into, and perform its respective obligations

under this Easement Agreement, and that no other approvals or consents of any other person or entity, other than the respective party, are necessary.

10. Run With the Land. The covenants, rights, benefits and burdens created by this Easement Agreement shall run with the land.

11. Amendment. This Easement Agreement is subject to amendment only in writing by the unanimous consent of the Parties.

12. Captions and Headings. The headings of the articles of this Easement Agreement are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

13. Third Party Beneficiary. It is the intent of the Parties undersigned that this Easement Agreement is made solely for the benefit of those stated in this Easement Agreement and is not intended to benefit any third parties who are not specifically mentioned in this Easement Agreement.

IN WITNESS WHEREOF we have caused this Easement Agreement to be executed the day and year first written above.

PETSMART, a Delaware Corporation
by:

[Handwritten Signature]

Its: V.P. of Pet Estate

ARIZONA
STATE OF UTAH)
) SS
COUNTY OF MARICOPA)

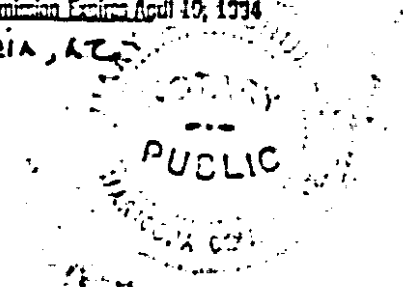
On the 29th day of September, 1993 personally appeared before me Michael S. Manson, who being by me duly sworn did say, each for himself, that (s)he, the said Michael S. Manson is the Vice President of Pet Estate of Corporation, and that the within and foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its board of directors and said Michael S. Manson duly acknowledged to me that said Corporation executed the same.

[Handwritten Signature: Mary Ann Sherman]
NOTARY PUBLIC

Residing at: My Commission Expires April 10, 1994

PEORIA, AZ

My Commission Expires:
My Commission Expires April 10, 1994



UTAH NORTH. ILP a Tennessee Limited Partnership
by: R. FRANK BROWN

R. Frank Brown

Its: MANAGING GENERAL PARTNER

STATE OF UTAH)
) :SS
COUNTY OF WEBER)

On the 28TH day of MAY, 1993 personally appeared before me
R. FRANK BROWN, who being by me duly sworn did say, each
for himself, that he, the said R. FRANK BROWN is the
MANAGING GENERAL PARTNER of Corporation, 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 R. FRANK BROWN duly acknowledged to me that said
Corporation executed the same.

Angela Mammice

NOTARY PUBLIC
Residing at: ROY, UTAH

My Commission Expires: 11-7-95

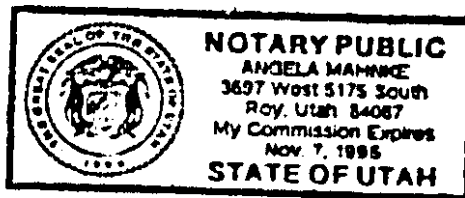


EXHIBIT "A"

A PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEGINNING AT A POINT WHICH IS NORTH $0^{\circ}08'20''$ EAST 660.43 FEET, ALONG THE QUARTER SECTION LINE, SOUTH $89^{\circ}54'42''$ WEST 658.88 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND NORTH $0^{\circ}09'05''$ EAST 100.00 FEET FROM THE CENTER OF SAID SECTION 20 AND RUNNING THENCE SOUTH $89^{\circ}54'42''$ WEST 195.09 FEET, THENCE NORTH $0^{\circ}09'05''$ EAST 560.44 FEET, THENCE NORTH $89^{\circ}54'45''$ EAST 195.09 FEET, THENCE SOUTH $0^{\circ}09'05''$ WEST 560.44 FEET TO THE POINT OF BEGINNING.

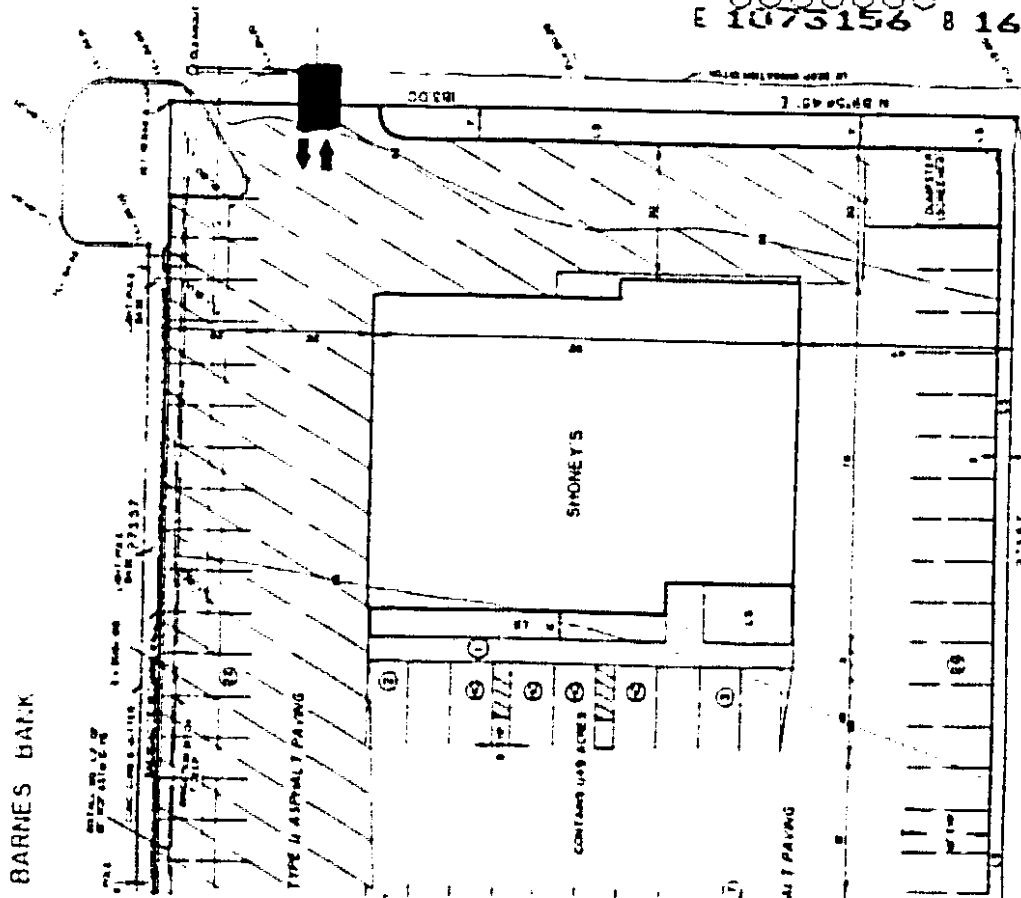
10-267-0264

EXHIBIT "B"

A PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS SOUTH 0 DEGREES 11 MINUTES 20 SECONDS WEST 1320.935 FEET ALONG THE SECTION LINE AND NORTH 89 DEGREES 54 MINUTES 50 SECONDS EAST 1624.60 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 20 AND RUNNING THENCE NORTH 0 DEGREES 11 MINUTES 20 SECONDS EAST 273.57 FEET TO THE SOUTH LINE OF U-232; THENCE EAST 183 FEET ALONG SAID SOUTH LINE TO A POINT WHICH IS NORTH 89 DEGREES 54 MINUTES 50 SECONDS EAST 1807.60 FEET ALONG THE SECTION LINE AND SOUTH 0 DEGREES 11 MINUTES 20 SECONDS EAST 1047.6 FEET FROM SAID NORTHWEST CORNER; THENCE SOUTH 0 DEGREES 11 MINUTES 20 SECONDS WEST 273.29 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 45 SECONDS WEST 183 FEET TO THE POINT OF BEGINNING.

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BARNES BANK



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BUILDING AND ALL IMPROVEMENTS TO BE SET PARALLEL TO OR AT RIGHT ANGLES TO
 SIDE PROPERTY LINES. EASES CAUSED BY THE 50' PROPERTY CORNER ANGLES TO
 BECOME IN INDICATED AREAS AT THE FRONT AND REAR OF THE PROPERTY.

CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT DIMENSIONS AND
 DIRECTIONS OF ALL PAVED DRIVEWAYS, DRIVE PAVINGS, DRIVEWAYS, DRIVEWAYS, DRIVEWAYS,
 BUILDING DIMENSIONS AND EXACT BUILDING UTILITY LOCATIONS.

DIMENSIONS FOR LAYOUT AND CONSTRUCTION ARE NOT TO BE HAZARDED FROM ANY
 DEVIATION IF PERTINENT DIMENSIONS ARE NOT SHOWN. CONTACT THE OWNER FOR
 EXACT DIMENSIONS.

THE CONTRACTOR IS SPECIFICALLY FURNISHED THAT THE LOCATION AND/OR ELEVATION
 OF EXISTING UTILITIES AS SHOWN ON THE PLANS IS BASED ON RECORDS OF THE
 VARIOUS UTILITY COMPANIES AND, WHILE POSSIBLE MEASUREMENTS WERE TAKEN IN THE
 FIELD. THE CONTRACTOR IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE.
 THE CONTRACTOR MUST CALL THE UTILITY LOCATION CENTER AT 1-800-441-1111 AT
 LEAST 48 HOURS BEFORE ANY EXCAVATION TO VERIFY EXACT FIELD LOCATION OF
 UTILITIES WHICH COULD BE IN CONFLICT WITH PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

BEFORE ANY EXCAVATION BEGINS CONTACT THE UTILITY LOCATION CENTER AT 1-800-441-1111
 TO VERIFY EXACT FIELD LOCATION OF UTILITIES WHICH COULD BE IN CONFLICT WITH
 PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

CONSTRUCTION NOTES

1. PAINT MANDIPAP SYMBOL IN STALL SEE DETAIL SHEET
2. PAINT MANDIPAP STRIPS - 6" WIDE YELLOW STRIPES ON 2' CENTER @ 45°
3. PAINT TRAFFIC DIRECTIONAL ARROWS, SEE DETAIL SHEET
4. INSTALL LIGHT POLE BASE AND LIGHT FIXTURE, SEE ARCHITECTURAL PLAN
5. INSTALL CONDUIT FOR SITE LIGHTING, SEE ARCHITECTURAL PLAN
6. INSTALL RESTAURANT SIGN, SEE ARCHITECTURAL PLAN
7. PAINT PARKING STALLS AS SHOWN

EXHIBIT "C"

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