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WHEN RECORDED, MAIL TO:

William A. Meaders, Jr.
Kirton & McConkie
60 East South Temple, #1800
Salt Lake City, UT 84111

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10/30/98 2:46 PM 31.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
KIRTON & MCCONKIE
1800 EAGLE GATE TOWER
60 E SO. TEMPLE SLC, 84111-1004
REC BY: R FRESQUES , DEPUTY - WI

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS is made this 30th day of October, 1998, by DRAPER LAND LIMITED PARTNERSHIP NO. 2, a Utah limited partnership (hereinafter "Draper").

Recitals of Fact

A. Draper owns or will own certain parcels of real property in or near the Wadsworth Industrial Park in Draper, Utah. Said parcels are referred to herein for convenience as "Lot 2", "Lot 3", "Lot 4" and are more particularly described as follows:

Lot 2: Lot 2, Draper Industrial Park (Amended), according to the official plat thereof, filed in Book "97-2P" of Plats at Page 48 of the Official Records of the Salt Lake County Recorder.

Less and Excepting the following: A strip of land 9.144 meters in width adjoining westerly the following described boundary line: Beginning at the Northeast corner of said Lot 2; thence South 74.810 meters along the east boundary line to the Southeast corner of said Lot 2 as shown on the official map of Project No. 0154 on file in the Office of the Utah Department of Transportation. (UDOT Parcel No. 0154:44:C; Project No. SP-0154(8)0).

Lot 3: Lot 3, Draper Industrial Park (Amended), according to the official plat thereof, filed in Book "97-2P" of Plats at Page 48 of the Official Records of the Salt Lake County Recorder.

Together with the following: Beginning at the southwest corner of Lot 3, Wadsworth Industrial Park Subdivision (Amended), which point is 136.455 meters S. 89°51'09" E. and 18.065 meters north from a point referred to as the Witness Monument for the West Quarter corner of said Section 6 (Witness Monument is U.S.G.S. "Larry" azimuth mark), said point also being 22.941 meters N. 0°02'50" W. along the Witness Monument line and 135.811 meters east from the true Witness Monument for the West Quarter corner of said Section 6; thence S. 82°12'00" E. 53.259 meters along the southerly boundary line to the northerly highway right of way line of 13800 South Street Access Road; thence along said highway right of way line the following two (2) courses and distances: (1) N. 89°51'09" W. 48.785 meters along to the point of tangency of a 150.973-meter radius curve to the left; (2) thence Westerly 3.982 meters along the arc of said curve; thence North 7.145

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meters to the point of beginning. (UDOT Parcel No. 47:2SQ; Project No. SP-0154(8)0).

Less and Excepting the following: Beginning at the Southeast corner of Lot 3 of said Subdivision; thence North 113.212 meters along the east boundary line of said Lot 3 to the Northeast corner of said Lot 3; thence N. 89°51'10" W. 9.144 meters to a point 9.144 meters perpendicularly distant westerly from the center line of 100 East Street of Project No. 0154 on file in the Office of the Utah Department of Transportation; thence South 107.619 meters along a line parallel with said center line to a point opposite Engineer Station 7+279.366; thence S. 46°56'50" W. 8.170 meters to the northerly right of way line of 13800 South Street; thence S. 89°51'10" E. 15.114 meters along said northerly right of way line to the point of beginning as whoen on the official map of said project on file in the office of the Utah Department of Transportation. (UDOT Parcel No. 0154:45:C; Project No. SP-0154(8)0).

Lot 4: Lot 4, Draper Industrial Park (Amended), according to the official plat thereof, filed in Book "97-2P" of Plats at Page 48 of the Official Records of the Salt Lake County Recorder.

Together with the following: Beginning at a point in the easterly highway right of way and no access line of I-15, which point is 9.180 meters S. 89°51'09" E. and 48.466 meters north from a point referred to as the Witness Monument for the West Quarter corner of said Section 6, (Witness Monument is U.S.G.S. "Larry" azimuth mark), said point also being 53.670 meters N. 0°02'50" W. along the Witness Monument line and 8.562 meters east from the true Witness Monument for the West Quarter corner of said Section 6; thence S. 0°00'12" E. 113.515 meters along said highway right of way and no access line to the northwesterly highway right of way line of 13800 South Street Access Road; thence Northeasterly 136.369 meters along the arc of a 150.973-meter radius curve to the right (chord bears N. 55°47'24" E. 131.780 meters), along said highway right of way line to the westerly right of way line of Wadsworth Park Drive; thence North 11.201 meters along said right of way to the southerly boundary line of the Wadsworth Industrial Park Subdivision (Amended); thence westerly along said southerly boundary line the following two (2) courses and distances: (1) N. 82°12'00" W. 96.709 meters to the point of tangency of a 15.240-meter radius curve to the right; (2) thence Northwesterly 21.863 meters along the arc of said curve to the point of beginning. (UDOT Parcel No. 0154:47:SAQ; Project No. SP-0154(8)0).

B. Draper has previously conveyed to 48th Avenue Realty Company another parcel of real property within the Wadsworth Industrial Park referred to herein for convenience as "Lot 1" and more particularly described as follows:

Lot 1: Lot 1, Draper Industrial Park (Amended), according to the official plat thereof, filed in Book "97-2P" of Plats at Page 48 of the Official Records of the Salt Lake County Recorder.

Less and Excepting the following: Beginning at the intersection of the northerly boundary line of said entire tract and the easterly highway right of way line of the East Frontage Road of I-15, which point is the Northwest corner of said Lot 1; thence S. $89^{\circ}50'28''$ E. 2.660 meters along said northerly boundary line to a point 8.150 meters radially distant easterly from the center line of Ramp "C" of said project, opposite Engineer Station 3+291.775; thence Southerly 31.752 meters along the arc of a 1991.850-meter radius curve to the left (chord bears S. $4^{\circ}48'22''$ W. 31.752 meters) along a line concentric with said center line to the westerly boundary line of said Lot 1; thence North 31.648 meters along said boundary line to the point of beginning as shown on the official map of said project on file in the Office of Utah Department of Transportation. (UDOT Parcel No. 45B:A; Project No. SP-0154(8)0).

C. Draper also owns a certain parcel of land which is improved as a street and is referred to herein as "Wadsworth Park Drive." Wadsworth Park Drive is more particularly described as follows:

Beginning at a point on the North right of way line of 13800 South Street, said point beginning South 36.75 feet from the Southeast corner of Lot 4, Wadsworth Industrial Park amended as recorded with the Office of the Salt Lake County Recorder and running thence North 363.72 feet to a point of curvature; thence Northwesterly along the arc of a 25.00 foot radius curve to the left, through a central angle of $89^{\circ}51'10''$, a distance of 39.21 feet; thence North $89^{\circ}51'10''$ West 332.66 feet to the East Interstate 15 Highway N/A line; thence North along said highway N/A line 60.00 feet; thence South $89^{\circ}51'10''$ East 332.82 feet to a point of curvature; thence along the arc of a 85.00 foot radius curve to the right, through a central angle of $89^{\circ}51'10''$, a distance of 133.30 feet; thence South 361.46 feet to the north right of way line of 13800 South Street; thence along said North line and the arc of a 495.318 foot radius curve to the left, (center bears South $01^{\circ}21'58''$ East), through a central angle of $06^{\circ}58'11''$, a distance of 60.25 feet to the point of beginning.

D. Draper desires, by this Declaration, to provide for easements for ingress and egress over and across certain portions of Wadsworth Park Drive, and easements for parking on certain portions of Wadsworth Park Drive, all as more particularly described hereinafter.

Terms and Conditions:

NOW, THEREFORE, for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Draper declares, reserves and grants the easements described hereinbelow.

1. Definitions. The following definitions shall apply for purposes of this Declaration:

The term "Lot" shall mean and refer to one of Lot 1, Lot 2, Lot 3 or Lot 4 as defined in recitals A and B hereinabove.

The term "Lots" shall mean and refer to two or more Lots.

The term "Lot 4 Users" shall mean the Owners and Tenants holding an interest in Lot 4 from time to time, and their guests, employees, and invitees.

"Owner" shall mean and refer to Draper and any other person owning a fee simple interest in a Lot from time to time.

"Park" shall mean and refer to the entire Wadsworth Industrial Park, consisting of Lots 1, 2, 3 and 4, and Wadsworth Park Drive.

"Tenant" shall mean and refer to each person having an interest in any Lot or any portion thereof, or in any building (or portion thereof) on a Lot, as a tenant or lessee under a written lease agreement.

"Wadsworth Park Drive" shall mean and refer to the parcel of property described in recital C hereinabove. The "Parking Areas" of Wadsworth Park Drive shall mean those areas of the drive which are now or hereafter designated for vehicle parking, curb and gutter, and/or landscaping. The "Drive Area" of Wadsworth Park Drive shall mean all portions of Wadsworth Park Drive other than the "Parking Areas." The present location of the Parking Areas and Drive Area of Wadsworth Park Drive are depicted on Exhibit "A" attached hereto and incorporated by reference herein.

2. Grant of Easement Over Drive Area of Wadsworth Park Drive. Draper hereby declares and grants a perpetual non-exclusive easement to all Owners, Tenants, and their successors and assigns, for pedestrian and vehicular ingress to and egress from the Lots, over and across the Drive Area of Wadsworth Park Drive. This easement may be used by the Owners, Tenants, their successors and assigns, and by all their guests, employees, and invitees. This easement shall run with the land and shall be deemed appurtenant to and shall benefit the Lots as the dominant estate and shall burden Wadsworth Park Drive as the servient estate.

3. No Obstructions. The Drive Area of Wadsworth Park Drive will be used exclusively for pedestrian and vehicular ingress and egress. No wall, building, curb or other improvement will

be constructed or permitted on the Drive Area of Wadsworth Park Drive, subject to the provisions of paragraph 5 hereinbelow.

4. Parking Easement for Lot 4 Users. Draper hereby declares and grants to the Owners and Tenants of Lot 4, their successors and assigns, for the use of Lot 4 Users only, the right to park vehicles in twenty-four (24) designated parking stalls on Wadsworth Park Drive, subject to the following restrictions:

- (a) No more than twenty-four (24) vehicles may be parked on Wadsworth Park Drive by all Lot 4 Users at any one time.
- (b) All parking on Wadsworth Park Drive will be in designated spaces on the Parking Areas. Parking will not be allowed to interfere with or obstruct the free flow of traffic over and across the Drive Area of Wadsworth Park Drive.
- (c) All vehicles parked at any time on Wadsworth Park Drive must be in operable condition and properly licensed. The parking stalls may not be used to store non-operable vehicles, nor to repair vehicles. The parking stalls may not be used to store any equipment or property other than motor vehicles.
- (d) No vehicle will be parked on Wadsworth Park Drive for more than 24 consecutive hours.
- (e) Draper, as owner of Wadsworth Park Drive, reserves the right, at its option, to designate and label the particular parking stalls on Wadsworth Park Drive which are to be used by the Lot 4 Users. The location of said stalls may be changed from time to time by Draper. After any designation and labeling of stalls, the Lot 4 Users will use only the twenty-four (24) designated stalls and will not use any other parking areas on Wadsworth Park Drive.
- (f) Draper, as owner of Wadsworth Park Drive, reserves the right, at its option, to implement further restrictions governing parking on Wadsworth Park Drive for the purpose of maintaining and/or improving the traffic flow and/or the efficient enjoyment of Wadsworth Park Drive, so long as such restrictions do not permanently reduce the number of parking stalls available for use by the Lot 4 Users below twenty-four (24). After receiving notice of such restrictions, each Owner and Tenant of Lot 4 will ensure that it and its customers, guests, employees and invitees comply with such restrictions.
- (g) Draper, as owner of Wadsworth Park Drive, shall have the right to temporarily prohibit parking on all or part of Wadsworth Park Drive as reasonably necessary to make repairs or improvements to said Drive or to other parts of the Wadsworth Industrial Park. Draper shall have no liability whatever to the Lot 4 Users or to anyone else for temporary interruption of the parking rights granted herein for the

purpose of making repairs or improvements to said Drive or to other parts of the Wadsworth Industrial Park.

The parking easement granted in this paragraph shall run with the land and shall be deemed appurtenant to and shall benefit Lot 4 as the dominant estate and shall burden Wadsworth Park Drive as the servient estate.

5. Right to Reconfigure Wadsworth Park Drive. Notwithstanding anything to the contrary in this Declaration, Draper reserves the right to reconfigure Wadsworth Park Drive, relocating, diminishing and/or increasing the Parking Areas and Drive Area, so long as there is always: (a) commercially reasonable access to each of the Lots, and (b) at least 24 parking stalls available for use by the Lot 4 Users.


6. Not a Public Dedication. Notwithstanding anything to the contrary in this Declaration: (a) nothing contained herein shall be deemed to be a gift or dedication of all or any portion of Wadsworth Park Drive for the general public or for any public purpose, and (b) Draper shall have the right, at Draper's option, to temporarily close Wadsworth Park Drive from time to time as Draper deems necessary to make repairs or to preclude any public claim or interest in Wadsworth Park Drive. Draper agrees to give prior notice of any such closures to each Owner and to use its best efforts to schedule such closures at times when they will not unreasonably interfere with the use of the Park by the Owners and Tenants thereof.

7. Enforcement of Declaration. Draper and/or any Owner shall be entitled to specifically enforce the provisions of this Declaration and/or to obtain damages for its breach. In any action to enforce or interpret this Declaration or to obtain damages resulting from a breach hereunder, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

8. Governing Law. This Declaration shall be construed, interpreted and applied in accordance with the laws of the State of Utah. If any provision of this Declaration, or the application thereof to any party or person or to any certain circumstances shall be held to be invalid, void or illegal, the remaining provisions hereof and/or the application of such provisions to any party, person or to any circumstances other than to those to which it is held to be invalid, void or illegal shall, nevertheless, remain in full force and effect.

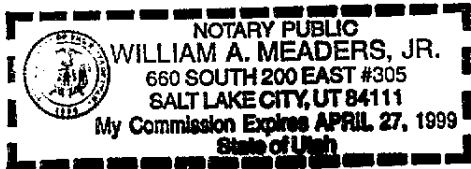
IN WITNESS WHEREOF, Draper has caused this Declaration to be executed as of the day and year first above written.

Draper Land Limited Partnership No. 2

By: 
Its: GEN PARTNER

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

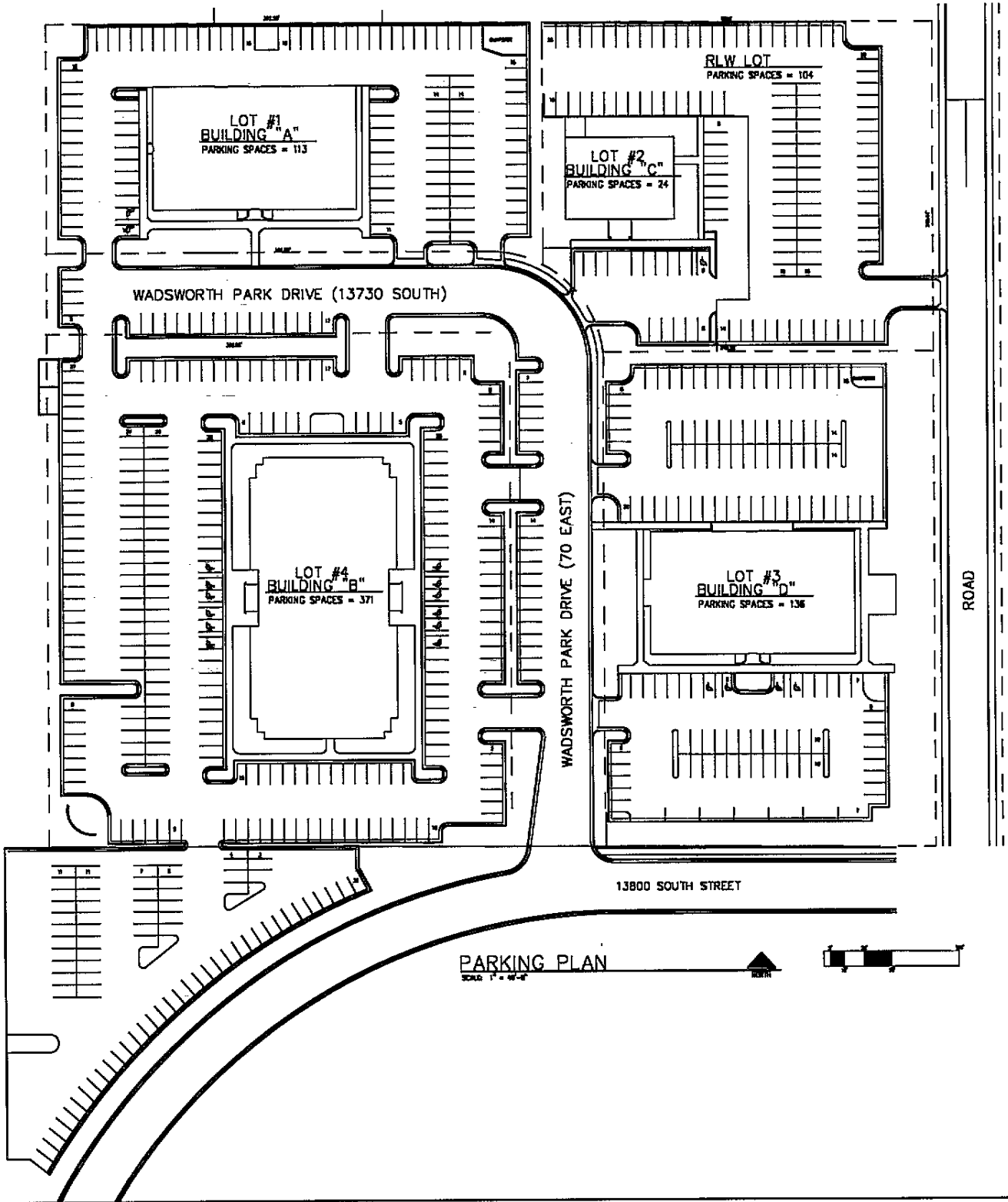
The foregoing instrument was acknowledged before me this 30th day of October, 1998, by Ralph L. Wadsworth, general partner of Draper Land Limited Partnership No. 2.



W A Meaders

Notary Public

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