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BOUNTIFUL GATEWAY PARK, LTD
563 West 500 South
Bountiful, UT 84010

PAGE 309

CAROL DEAN PAGE
DAVIS COUNTY RECORDER

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DECLARATION

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OF

EASEMENTS, COVENANTS AND RESTRICTIONS

FOR

BOUNTIFUL GATEWAY PARK

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS is made and entered into the 5th day of February, 1988 by BOUNTIFUL GATEWAY PARK, LTD, a Utah limited partnership, ("Park") and BOUNTIFUL GATEWAY RESEARCH AND DEVELOPMENT, a Utah limited partnership, ("Research") in contemplation of the following facts and circumstances:

A. Park is the fee simple owner of certain real property, together with any and all improvements thereon, located in Davis County, State of Utah and more particularly described as follows:

Beginning at a point on the South line of 500 South Street North 89°59'16" West 132.00 feet along the section line and South 0°11'26" East 539.88 feet along the centerline of 500 West Street and South 89°50'20" West 490.18 feet along the centerline of said 500 South Street and South 0°12'36" East 39.55 feet to a fence corner from the Northeast corner of Section 25, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 73°06'36" West 234.12 feet along the fence line; thence North 89°10'36" West 168.4 feet along a fence line to a point of tangency of a 90.0 foot radius curve to the left; thence Southwesterly 126.90 feet along the arc of said curve through a central angle of 80°47'24"; thence South 10°02' West 499.42 feet along the Easterly no access line of the I-15 Freeway to the North end of a frontage road (said no-access line is 1.0 foot Easterly of and parallels the fence); thence South 86°59' East 321.75 feet;

563.19 feet from the Northeast Corner of Section 25, Township 2 North, Range 1 West, Salt Lake Base and Meridian, which point is also 429 feet west of the centerline of a street (500 West Street) and running thence North $89^{\circ}59'16''$ West 23.99 feet; thence Northwesterly 62.82 feet along the arc of a 40.00 foot radius curve to the right through a central angle of $89^{\circ}59'12''$ (radius point bears North $0^{\circ}00'04''$ East from the beginning of the curve); thence North $0^{\circ}00'04''$ East 52.44 feet; thence Northwesterly 35.83 feet along the arc of a 40.00 foot radius curve to the left through a central angle of $51^{\circ}19'04''$.

C. The property and improvements described in the foregoing Paragraphs A B are being commonly developed as part of a commercial project known as Bountiful Gateway Park and may from time to time be collectively referred to herein as the "Project". Park and Research desire to adopt this Declaration to establish common areas, mutual easements, covenants and restrictions to provide for the common management and operation of the Project to protect and preserve the value of the Project.

D. Certain parties which are, as of the date of recordation hereof, each a holder of a mortgage lien against all or any portion of the Project shall, by their respective signatures hereon, consent to the recordation of this Declaration and the subordination of said parties' mortgage lien to the provisions hereof by a separate consent and subordination which shall be included, herewith and for all purposes constitute a part hereof.

NOW, THEREFORE, Bountiful Gateway Park, Ltd. and Bountiful Gateway Research and Development do hereby jointly declare that the Project, as defined herein, shall be held, sold, conveyed, transferred, leased, subleased and occupied subject to the easements, covenants, conditions and restrictions set forth herein and which shall run with the Property and all portions thereof and shall be binding upon

all parties having or acquiring any right, title or interest in and to all or any portion of the Project and the respective heirs, successors and assigns of such parties.

ARTICLE I

Definitions

1.01 Defined Terms. Unless the context clearly indicates otherwise, certain terms used in this Declaration shall have the meanings set forth in this Article I.

1.02 Architectural Committee shall mean the committee established and defined in Article VII hereof.

1.03 Assessment shall mean both General Assessments and Special Assessments.

1.04 Building shall mean the main portion of any structure built on any portion of the Project for permanent use, including, but not limited to, garages, outside platforms and docks, canopies, enclosed atriums, malls or porches.

1.05 Building Footage for each respective Building located upon a Parcel shall mean the total square footage contained within each such Building. For purposes of this definition, the total net leasable square footage within a Building, plus the actual square footage of all hallways, courtyards, foyers and other areas used in common by all Occupants of such Building, shall constitute the Building Footage for each respective Building. The term Building Footage shall include all areas of a Building for which construction is substantially completed, notwithstanding the fact that the Building or a portion of the Building may not be

actually occupied or may not have all tenant improvements completed.

1.06 Bylaws shall mean the bylaws, if any, which may from time to time be adopted by the Management Committee pursuant to Article IV hereof.

1.07 Common Area shall mean all areas within the Project which are not either (i) contained within a Building or (ii) if located outside a Building are not exclusively appropriated by agreement for the exclusive use by any single Occupant. Common Area shall include any parking approved by the Management Committee for exclusive use by a particular Occupant. Ownership of the Common Area and the Common Facilities shall be retained by the Owner of the Parcel within which said Common Area or Common Facilities are physically located. Except where the context shall otherwise require, the term Common Area shall include all Common Facilities.

1.08 Common Expense shall mean all expenses arising out of or incurred in the maintenance and operation of the Common Areas or Common Facilities, as said expenses are more particularly defined in Section 5.04 hereof.

1.09 Common Facilities shall mean all improvements and equipment located upon the Common Areas including, without limitation, sidewalks, curb, gutters, storm and waste water collection and drainage systems, asphalt paving, sprinkler and irrigation systems, landscaping, perimeter fences, directional, traffic and identification signs used for the entire Project and not exclusively for any specific Building or Occupant, and safety, decorative or other lighting for parking and sidewalks, but excluding any exterior decorative or other lighting used to illuminate any Building or Buildings.

1.10 Common Tax Expense shall mean that portion of all Taxes assessed against the Project which pursuant to Section 5.03 have been included for payment as part of the Common Expense.

1.11 Declarant shall mean Bountiful Gateway Park, Ltd. and Bountiful Gateway Research and Development, jointly.

1.12 Declaration shall mean this Declaration of Easements, Covenants and Restrictions for Bountiful Gateway Park.

1.13 Easement or Easements shall mean any easement or, as the context shall require, all easements collectively granted pursuant to the provisions of this Declaration.

1.14 General Assessment shall mean the share of the Common Expenses which are to be paid by each Owner pursuant to Section 5.04 hereof.

1.15 Improvements shall mean and include all structures or other improvements made to any portion of the Property by any party and shall include, by way of description and not by way of limitation, all Buildings, driveways, sidewalks, parking areas, curb, gutters, fencing, lawns, landscaping, retaining walls, signs, utilities, roadways, exterior lighting and exterior signage.

1.16 Management Committee shall mean the committee of Owners established pursuant to Article IV of this Declaration to govern the operation and maintenance of the Common Areas.

1.17 Mortgage shall mean any mortgage, deed of trust or other security instrument by which a Parcel or any part of the Property is encumbered.

1.18 Mortgagee shall mean any person or entity named as the mortgagee or beneficiary under a Mortgage or any successor in interest to such person or entity.

1.19 Occupant shall mean any entity, whether it be an individual, corporation, joint venture, partnership or association which has purchased, leased, rented or otherwise acquired the right to occupy and use any Building or any portion thereof, whether or not such right is exercised.

1.20 Owner shall mean any entity, whether it be an individual, corporation, joint venture, partnership or association, including Declarant, which shall be the beneficial owner of a Parcel in the Project. The term "Owner" shall not refer to any such entity that shall have such interest solely as security for performance of an obligation, in which event the equitable owner of such fee title as shown on said official records shall be deemed to be the Owner thereof.

1.21 Owner Tax Expense shall mean that portion of all Taxes assessed against the Project which pursuant to Section 5.03 have been allocated for payment by each respective Owner.

1.22 Parcel shall mean any portion of the Project which shall be separately owned of record by an Owner.

1.23 Project shall mean the Property and any and all Improvements which are now located upon or may in the future be located upon the Property and which is collectively commonly known as Bountiful Gateway Park.

1.24 Property shall mean the real property described in both recital Paragraphs A and B.

1.25 Rules and Regulations shall mean guidelines for the occupancy and use of the Common Areas and other matters related to the management of the Project which may be adopted and amended from time to time by the Management Committee in accordance with the provisions of this Declaration.

1.26 Special Assessments shall mean the share of any additional costs and expenses incurred in the management of the Project which are to be paid by each Owner pursuant to Section 5.05 hereof.

1.27 Taxes shall mean all taxes, assessments, charges and fees imposed, assessed or levied by any governmental or public authority against or upon the Property and/or Improvements.

1.28 Total Building Footage shall mean the sum of the Building Footage for all Buildings within the Project.

ARTICLE II

Existing Restrictions

2.01 Existing Easements and Restrictive Covenants. The Project is presently subject to the provisions of that certain Grant of Easement and Restrictive Covenants dated March 12, 1985 and which was recorded March 18, 1985 as Entry No. 0697003 in Book 1026, beginning at Page 1000 of the official records, Davis County, State of Utah. The foregoing document shall be referred to herein as the "Existing Declaration".

2.02 Restatement. This Declaration is intended to restate and replace for all purposes the Existing Declaration. Each Declarant does hereby agree that after the

recordation of this Declaration, the Existing Declaration shall be of no further force or effect and that all easements therein granted and rights, duties and obligations therein contained shall cease to constitute an easement, covenant, condition or restriction upon the Project.

2.03 Savings Clause. In the event that any party should seek to terminate any lease or other agreement which provides for the occupancy of any portion of the Project, by reason of the termination of the Existing Declaration, then to the extent, and only to the extent that the survival of the Existing Declaration is required to prevent such termination, then the Existing Declaration shall be deemed to survive for so long and only for so long as such survival is necessary to prevent such termination of such lease or other agreement.

ARTICLE III

Administration of Project

3.01 Generally. This Declaration shall (i) provide for the common management and administration of the maintenance and use of the Common Areas; (ii) permit the adoption of Rules and Regulations for use of the Common Areas; and (iii) establish procedures for the approval of proposed plans for the development of the Project, the construction of Improvements within the Project.

3.02 Development of Parcels. Each Owner shall be responsible for the construction of all Improvements which are constructed upon its Parcel. Except as may otherwise set forth by separate agreement, no Owner shall be responsible to contribute to the cost of the construction of any Improvements not located upon said Owner's Parcel. No Owner shall be required to construct any Improvements upon its Parcel,

provided, however, that each Owner shall be required, at its sole cost and expense, to maintain its Parcel in a clean, safe and orderly manner and to cause all weeds, rubbish and debris to be removed from its Parcel. In the event an Owner shall fail so to act, the Management Committee shall, upon thirty (30) days written notice to said Owner, have the right to cause a Parcel to be cleaned up. The cost of said clean-up shall be assessed to said Owner, and if not paid within thirty (30) days of such assessment, shall constitute a lien upon said Parcel in the manner provided in Section 5.07 hereof.

3.03 Administration of Common Areas. Notwithstanding the separate ownership of the Common Areas, this Declaration does hereby provide that the Common Area and Common Facilities shall be operated and maintained jointly by all Owners. The Management Committee shall manage and administer the Common Area and Common Facilities. All costs and expenses incurred by the Management Committee in such management and administration shall constitute a Common Expense.

3.04 Construction of Improvements. No Improvements shall be constructed upon the Project, nor shall there be any alteration, repainting or refurbishing of the exterior of any existing Improvements or Building unless complete plans and specifications therefor have first been submitted to and approved by the Architectural Committee. No temporary Building or other structure shall be permitted on any Parcel; provided, however, that trailers, temporary buildings and other similar temporary structures shall be permitted for construction purposes during the actual construction of a permanent Building. Once commenced, any Improvements shall be diligently prosecuted to completion. No Improvements shall be approved by the Architectural Committee for construction within the Project which shall not be in compliance with the provisions of this Section 3.04.

3.04.1 Compliance with Law. No portion of the Project may be occupied for any use which is in violation of applicable ordinances, laws and regulations of any governmental entity having jurisdiction over the use of all or any portion of the Project. Such ordinances, laws and regulations shall specifically include, without limitation, the redevelopment ordinances adopted by Bountiful City and Woods Cross City, respectively, which are applicable to the Property.

3.04.2 Nuisances. No Owner or Occupant shall create a nuisance in the Project. No rubbish or debris of any kind shall be placed or permitted to accumulate outside a Building upon any Parcel, and no odor shall be permitted to arise therefrom so as to render any Parcel or any portion thereof unsanitary, unsightly, offensive, or detrimental to any Property in the vicinity thereof or to the Occupants thereof. No use or operation shall be conducted in the Project that is noxious, objectionable, unsightly or detrimental to others in any manner and due to any cause such as, but not limited to, vibration, sound, radiation, air, water, drainage or sewer pollution, dust or emission of odorous toxic or nontoxic matters.

3.04.3 Parking and Roadways. All parking and roadway surfaces must be paved with concrete, asphalt or other hard surface paving material, must be marked to designate approved parking areas and must be properly graded to assure adequate drainage.

3.04.4 Landscaping. All landscaping plans shall be submitted to the Architectural Committee for written approval prior to installation.

3.04.5 Signage. No sign which is to be placed upon the exterior of any Building, including glass surfaces,

nor any sign located within any Building which may be viewed from the exterior of said Building shall be installed without the prior written approval of the Architectural Committee.

3.04.6 Utilities. All utility lines connections and installations must be underground and rise within the Building. Any external transformers, motors, heating and/or air conditioning equipment or other similar apparatus must be screened as to minimize visibility from ground level of any portion of the Project.

3.04.7 Barriers Restricted. No Owner shall permit to be constructed or erected within such Owner's Parcel or on the perimeter of such Owner's Parcel, any fence, wall or barricade or other obstruction, whether of a temporary or permanent nature, which materially limits or impairs the free and unimpeded access among the Parcels or the ability to have an unobstructed view of any of the Parcels or the Buildings or other Improvements situated thereon, except to the extent such Owner reasonably deems it necessary to do so temporarily to prevent a public dedication thereof or the accrual of any rights to the public therein. Notwithstanding the foregoing, temporary barriers may be erected during periods of repair or construction, or during periods where any Improvement may be unsafe or unusable due to damage or destruction as such may be reasonably necessary. In the exercise of the rights-of-way and easements granted pursuant to this Declaration, no Owner shall, in any manner, obstruct or interfere with the free flow of vehicular and pedestrian traffic over any portion of said Owner's Parcel, except to the extent necessary for reasonable construction, repair and maintenance, or for traffic regulation and control.

3.05 Maintenance of Improvements. All Improvements shall be continuously maintained so as to preserve a well-kept appearance of a first-class commercial development. The

Management Committee shall be responsible for the maintenance of the Common Areas and Common Facilities. Each Owner shall be responsible for the exterior maintenance of any and all Buildings located on said Owner's Parcel. If the Management Committee is not satisfied with the level of exterior maintenance on a Building, it shall so notify the Owner in writing, and the Owner shall have thirty (30) days thereafter in which to restore its Building to a level of maintenance acceptable to the Management Committee. If, in the Management Committee's opinion, the Owners fail to bring said Building to an acceptable standard within said thirty (30) day period, the Management Committee may order the necessary work performed on the Building at the Owner's expense. The cost of said maintenance shall be assessed to said Owner, and if not paid within thirty (30) days of such assessment shall constitute a lien upon said Parcel in the manner provided in Section 5.07 hereof.

3.06 Limitation on Declarant. Nothing contained herein shall be construed to prevent Declarant from erecting, constructing and maintaining on any part or parts of the Project such signs, sales offices or other administrative office as may be reasonably necessary for the completion of the Project and the leasing, sale or disposition thereof.

ARTICLE IV

Management Committee

4.01 The Committee. The administration of the Common Areas of the Project shall be through a Management Committee which is hereby organized and will be operated to perform the functions and provide the services contemplated in this Declaration. The Management Committee, in its discretion, by majority vote, may, but shall not be required

to, adopt Bylaws which shall establish procedures for the operation of the Management Committee; provided, however, that no provisions of said Bylaws shall substantially alter or amend the rights or obligations of the Owners set forth in this Declaration.

4.02 Committee Members. The number of members of the Management Committee may vary and shall be the number of Owners of the Project. Each Owner shall be entitled and required to be a member of the Management Committee. Membership in the Committee shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If an Owner is other than a natural person, then such entity shall be entitled to designate an officer, partner or agent of said entity to act in behalf of said Owner on the Management Committee. If title to a Parcel is held by more than one party, then all such parties shall constitute the Owner of the Parcel and said Owner shall designate one person to act on behalf of said Owner on the Management Committee. No Owner of any Parcel may convey its interest under this Declaration or its membership on the Management Committee formed pursuant to the provisions hereof apart from its ownership in a Parcel within the Project, and such membership shall be transferred only in connection with the ownership of, and shall be appurtenant to the Parcel to which it is attached and shall pass automatically to any new Owner or purchaser of the Parcel to which said membership is attached.

4.03 Vote. Each Owner shall be entitled to vote on all matters brought before the Management Committee for a vote thereon. No Owner shall be denied the right to exercise its right to vote or participate in any meeting of the Management Committee solely upon the failure of said Owner to pay Assessments levied against such Owner's Parcel. The number of votes which an Owner shall be entitled to cast during a vote

of the Owners shall be the number obtained by (i) dividing the Building Footage which shall exist on said Owner's Parcel as on the date of such vote by the Total Building Footage that shall exist on the same date (rounded to the nearest one one-thousandth); and (ii) multiplying such quotient by one hundred (100). The total votes which may, therefore, be cast upon any vote shall always equal one hundred (100). A majority of the votes present and entitled to vote on any matter before the Management Committee shall be required to approve such matter.

4.04 Meetings. The Management Committee shall meet not less often than once each calendar year; provided, however, that a meeting of the Management Committee shall be called upon the written request of Owners which shall be entitled to cast at least one-third (1/3) of the total votes of the Management Committee. Such meeting shall be held at such time and place as shall be designated by the acting chairman of the Management Committee. Owners entitled to vote in person or by proxy a minimum of fifty-one (51) votes shall be required to constitute a quorum necessary for the conduct of business at any meeting of the Management Committee.

4.05 Organization. The Management Committee shall be entitled to establish such organization and officer(s) as it shall deem necessary to properly perform the functions of the Management Committee; provided, however, that if no other officer or organization shall be established, the Management Committee shall at a minimum, upon a majority vote of its members, appoint a chairperson of such committee which chairperson shall be authorized to act for and on behalf of the Management Committee and shall be authorized to enter into contracts and other agreements and to execute such other documents as may be required to permit the Management Committee to perform the duties and obligations and exercise

the rights and privileges of the Management Committee as contained in this Declaration.

4.06 No Personal Liability. No member of the Management Committee shall be held personally liable for damages by reason of any action, inaction, approval or disapproval by said member or by the Management Committee to any action, inaction or approval or disapproval of the Management Committee made in performance of its responsibility set forth in this Declaration so long as the actor, inaction, approval or disapproval by said member did not occur as a result of malice on the part of such member.

ARTICLE V

Rights and Duties of Management Committee

5.01 Management of Common Areas. The Management Committee, subject to the rights of Owners, shall be responsible for the exclusive management, control, operation and maintenance of the Common Areas and all Common Facilities, excluding all Buildings, and shall keep the same in good, clean, attractive, safe and sanitary condition, order and repair. Where it deems necessary or desirable, the Management Committee may construct, reconstruct repair or replace any capital improvement related to or located upon the Common Area. The Management Committee shall not be responsible for the maintenance and repair of the exterior of any Building nor shall it be responsible for the maintenance and repair of any utility lines which shall service such Building(s). The Management Committee may, by written contract, delegate in whole or in part, to such person or persons as it shall deem advisable, such of the Management Committee's duties, responsibilities and functions as are properly delegable. The Management Committee shall have the right to exercise any

right or privilege given to it expressly by this Declaration or by law, and every other right or privilege or duty given to it herein or reasonably necessary to effectuate any such right, privilege or duty. All goods and services procured by the Management Committee in performing its responsibilities shall constitute a Common Expense.

5.02 Rules and Regulations. The Management Committee may, in its discretion, make reasonable Rules and Regulations governing the use of the Common Areas; provided, however, that such Rules and Regulations shall be consistent with the rights and obligations established by this Declaration. Such Rules and Regulations may include traffic control regulations; parking regulations, including approval for designation of certain parking stalls reserved for the exclusive use of certain Occupants, and/or designation of employee, visitor, customer and/or handicapped parking; control of distribution of handbills, flyers or other solicitation; signage criteria for all signs which are intended to be located upon or viewed from the exterior of any Building in the Project; and such other matters as the Management Committee shall deem necessary. The Management Committee or any aggrieved Owner may initiate and prosecute as permitted by law, appropriate legal proceedings against an offending Owner and/or Occupant to enforce compliance with such Rules and Regulations or to recover damages for non-compliance therewith. In the event that the Management Committee shall initiate any such legal proceedings, the Management Committee shall be entitled to recover from the offending Owner or Occupant costs and expenses incurred by the Management Committee in connection with such proceedings, including court costs and reasonable attorneys' fees. Each Owner shall be responsible to insure that each Occupant of any portion of said Owner's Parcel(s) complies with such Rules and Regulations. Each lease or other agreement which shall provide for the actual occupancy of all

or any part of the Project shall require the Occupant to comply with the Rules and Regulations.

5.03 Taxes. Each Owner shall be responsible to pay, prior to delinquency, that portion of the Owner Tax Expense applicable to said Owner's Parcel, unless said Owner shall have delayed collection thereof by appropriate legal proceedings in the manner required by law. All Common Tax Expense shall be paid by all Owners as part of the Common Expense. The Management Committee shall be responsible to pay, prior to delinquency in the same manner, all Common Tax Expense. Allocation of Taxes between Owner Tax Expense and Common Tax Expense shall take place pursuant to this Section 5.03.

5.03.1 Allocation of Taxes. As required from time to time, the Management Committee shall determine (i) that portion of all Taxes which are assessed and levied against that portion of the Property and Improvements which constitutes Common Area and the Improvements located thereon, which portion shall constitute Common Tax Expense, and (ii) that portion of Taxes which have been assessed and levied against that portion of the Property and Improvements which are Buildings or otherwise used exclusively for the benefit of an Owner or its Occupants, which portion shall constitute Owner's Tax Expense. Such allocation shall be made by the Management Committee in such manner as the Management Committee shall reasonably determine shall properly allocate the payment of Taxes to the parties who benefit from the use and enjoyment of the Property and Improvements upon which such Taxes shall have been assessed.

5.03.2 Prior to Completion of Building. The Owner of a Parcel upon which no Building shall have been completed shall be responsible to pay, prior to delinquency, all Taxes assessed and levied against said Parcel.

5.03.3 Payment. Any Taxes which may be paid in installments may also be allocated to the Owners or the Common Expense and paid by such Owner or the Management Committee only as such installments may become due. The Management Committee shall make arrangements to pay all Common Taxes either directly or through the Owner upon whose Parcel(s) said Taxes were assessed and levied as circumstances shall require.

5.04 General Assessment. The costs of the normal operation and/or maintenance of the Common Areas shall be paid through an assessment to all Owners. Each Owner's share of the total costs and expenses shall be referred to herein as a "General Assessment". Each Owner's General Assessment shall be based upon an advanced estimate of the Management Committee's cash requirements to provide for payment of all estimated expenses arising out of or connected with the maintenance and operation of the Common Areas. Such estimated expenses may include, by way of explanation but not by way of limitation, the following: maintenance, repair and striping of all parking areas; care and upkeep of landscaping, including costs of water; installation, maintenance, including electricity costs, associated with lighting of Common Areas; snow removal; purchase, installation and maintenance of traffic control markers; maintenance of Project signs; all Common Taxes; creation of a reasonable contingency reserve, surplus and/or sinking fund; and any and all other expenses and liabilities which may be incurred by the Management Committee for the benefit of the Owners by reason of this Declaration.

5.04.1 Apportionment. All Common Expenses shall be apportioned among and assessed to all Owners in proportion to their respective percentage ownership of the Total Building Footage which shall exist on the Project. Said percentage shall be obtained by dividing the Building Footage which shall exist on said Owner's Parcel, by the Total Building Footage

which shall exist within the total Project on the same date. At the end of each calendar year, the Management Committee shall determine the exact cost of the Common Expenses which have been incurred, and shall charge or credit each Owner in the next assessment period for the difference between the actual Common Expenses incurred for the prior assessment period and the estimated Common Expenses upon which said General Assessment was based.

5.04.2 Annual Budget. General Assessments shall be determined on the basis of a calendar year beginning January 1, and ending December 31, next following; provided, however, that the first such year shall begin on the date that this Declaration is recorded and shall end December 31, 1988.

5.04.3 Notice and Payment. The Management Committee shall notify each Owner as to the amount of the General Assessment and each Owner's respective portion thereof. The General Assessment shall be due and payable on the first day of each respective calendar year. It is provided, however, that the Management Committee may provide that each such General Assessment be payable in equal monthly or quarterly installments, due on the first day of each and every calendar month or calendar quarter, as applicable, during the calendar year to which the General Assessment relates.

5.05 Special Assessments. In addition to the General Assessments, the Management Committee may levy, in any year, one or more Special Assessments applicable to that year only for the purpose of deferring, in whole or in part, the cost of any reconstruction, repair or replacement of a capital improvement upon the Common Areas and Common Facilities, as may be necessitated by the normal wear and tear and damage by the elements to such Common Areas and Common Facilities. At the time of the adoption of such Special Assessment, the

Management Committee shall designate the time and the manner in which such Special Assessment is to be paid by each Owner. Such Special Assessment shall be allocated to each Owner in the same manner provided for the apportionment of General Assessments set forth in Section 5.04.1 hereof.

5.06 Collection Procedures. The Management Committee shall, in its sole discretion, be entitled to establish such procedures for the collection of such Assessments, including provisions for late charges, interest on unpaid Assessments, and such other matters as the Management Committee shall determine, and shall have any and all rights and remedies provided at law or equity for the collection of debts. Any or all such rights shall be exercised in such manner, on one or more occasions and in such order as the Management Committee shall elect without waiver of any other right or remedy or lien set forth in this Declaration. Any failure of the Management Committee to exercise any such right on one or more occasions shall not constitute a waiver of the right to so exercise such right in the future. In the event that the Management Committee shall file a lien, commence legal proceedings or refer to the collection of any unpaid Assessment to an attorney for collection thereof, then interest shall be deemed to accrue on any unpaid portion of the Assessment from the first day of the fiscal year for which said Assessment shall be due and said Owner shall be required to pay the costs and expenses of such proceeding, including reasonable attorneys' fees and such costs and expenses shall be secured by the lien herein provided whether or not the same shall be specifically set forth therein.

5.07 Lien for Assessments. All sums assessed to Owners of any Parcel in the Project pursuant to the provisions of this Declaration, together with interest thereon, as provided herein, shall be secured by a lien on such parcel in favor of the Management Committee. To evidence a lien for

sums assessed pursuant to this Declaration, the Management Committee shall prepare a written notice of lien setting forth the amount of the Assessment, the date due, the amount remaining unpaid and the name of the Owner of the Parcel. Such notice shall be signed and acknowledged by a duly authorized representative of the Management Committee, and shall be recorded in the office of the County Recorder of Davis County, State of Utah. No notice of lien shall be recorded until there is a delinquency in the payment of the Assessment. Such lien may be enforced by the sale or foreclosure of the Parcel encumbered by the lien at a foreclosure sale conducted by the Management Committee in accordance with the provisions of Utah law applicable to the foreclosure of a mortgage or in any manner permitted by Utah law. In any such sale or foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, including reasonable attorneys' fees and such costs and expenses shall be secured by the lien herein provided whether or not the same shall be specifically set forth therein. The Owner shall also be required to pay the Management Committee any Assessments against the Parcel which shall become due during the period of foreclosure or sale, and all such Assessments shall be secured by the lien herein provided. The Management Committee shall have the right and power to bid in any foreclosure or sale and, upon purchase thereof, to hold, lease, mortgage or convey the subject Parcel. In the event of such foreclosure, the Management Committee shall be entitled to the appointment of a receiver to collect the rentals being derived from said Parcel.

5.08 Commencement; Adjustments. General Assessments shall commence upon a Parcel upon the date on which the Management Committee shall determine that the construction of the first Building upon said Parcel is substantially completed, notwithstanding the fact that the Building or a portion of the Building may not be actually occupied or may

not have all tenant improvements completed. Once a Building has been completed upon a Parcel, the Owner of the Parcel on which such Building is located shall be obligated to pay any Assessments with respect to such Parcel, even though such Building may be unoccupied, in whole or in part, or shall be subsequently destroyed demolished or removed. No Owner may avoid or diminish any such personal obligation by waiver of the use or enjoyment of any of the Common Areas, or by waiving any services provided for in this Declaration or by reason of all or any part of said Owner's Building being unoccupied for all or any portion of the calendar year for which such Assessment shall have been made. The Management Committee shall be authorized to make such adjustments to any Assessment, based upon the completion of additional Building Footage within the Project during the period for any Assessment, as may be necessary to provide for the proper allocation and payment of Assessments for Improvements then completed.

5.09 Personal Liability of Owner. The amount of any Assessment, together with accrued interest, late charges or other similar charges, against any Parcel shall be the personal obligation of the Owner of such Parcel to the Management Committee. Suit to recover a money judgment for such personal obligation shall be maintainable by the Management Committee without foreclosing or waiving the lien securing the same. In the event of any suit to recover money judgment for unpaid Assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Management Committee in connection therewith, including reasonable attorneys' fees.

5.10 Certificate of Assessment. The Management Committee shall, upon written request, and for a reasonable charge, furnish a certificate signed by an authorized member of the Management Committee, setting forth whether the

Assessments on a specific Parcel have been paid and said certificate may be conclusively relied upon by the party requesting same.

5.11 Subordination of Lien. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Parcel shall not affect the existence of a lien for which a notice of lien has been filed. It is provided, however, that the sale or transfer of any Parcel pursuant to foreclosure of any first Mortgage or any proceeding or deed given in lieu of such foreclosure, shall extinguish the lien of such Assessment as to payments which became due prior to such sale or transfer, but shall not extinguish the personal liability of the Owner therefor. No other sale or transfer shall relieve such Parcel from liability for any Assessments thereafter becoming due, or from any subsequent lien therefor.

ARTICLE VI

Easements

6.01 Reciprocal Easements. Each respective Declarant does hereby grant unto the other, and to any subsequent Owner, successor and/or assign thereof, the following perpetual easements:

6.01.1 Ingress, Egress and Parking. A non-exclusive easement, license, right of privilege for ingress and egress for both pedestrian and vehicular traffic over and across all portions of the Common Area which have been constructed and designated for such use, together with the right to park vehicles upon such portions of the Common Areas designed for such use. All such parking shall be for temporary business use associated with the conduct of business

within the Project and shall be in accordance with applicable Rules and Regulations. Such rights of ingress and egress shall include a temporary easement for construction vehicles and equipment during the time of actual construction, provided, however, that the Owner of the Parcel upon which such construction is being completed shall be responsible for any damage to the Common Area caused by any such useage. No such temporary construction easement shall permit any useage that will materially interfere with the use of the Common Areas by any person entitled to such use.

6.01 2 Utility Easement. A non-exclusive easement (the "Utility Easement") for the laying, installing, operating, serving and maintaining of and connection to any and all underground utility lines of any nature, including, without limitation, culinary water, irrigation water, sanitary sewer, storm drainage, natural gas, telephone and other forms of communication and electricity, which may now exist or which may in the future exist which may be required to service a Building, including specifically, but without limitation, all wiring, lines, conduits, pipes, sewers and drainage lines and related facilities (herein "Utility Lines" or "Utility Line") which may be properly used in common by more than one Building. The Utility Easement herein granted shall include an easement over and across the surface of the Project as may be necessary to service and maintain such Utility Lines. It is expressly provided that any Owner seeking to connect into any existing Utility Line shall do so (i) with the express consent of the Owner(s) of Building(s) then being serviced by said Utility Line; (ii) at its own cost and expense; and (iii) at a time and in a manner that shall cause minimum disruption to any party utilizing the subject Utility Line. If less than all Buildings within the Project are served by such Utility Lines, any and all costs and expenses incurred in maintaining any Utility Line shall be shared proportionately by the Owners of all Buildings which utilize such Utility Line, which

proportion shall be the percentage obtained by dividing the Building Footage of each Building served by such Utility Lines by the Total Building Footage of all Buildings so served. In the event all Buildings within the Project are served by a Utility Line, then costs and expenses incurred in maintaining same shall be a Common Expense.

6.01.3 Grant of Utility Easement. The Utility Easement herein granted may be utilized by any entity which provides the utility services for which such Utility Easement has been granted, including, without limitation, a provider of culinary water, irrigation water, sanitary sewer disposal, natural gas, telephone or other communication service and/or electricity, to the same extent as if said provider were named herein. To the extent required, each Owner does hereby consent to execute any and all documents that may be required by such provider to specifically identify and grant an easement under that portion of said Owner's Parcel actually being utilized by such provider to provide such utility services to any portion of the Project; provided, however, that such easement shall be consistent with the grant described in Section 6.01.2 hereof.

6.02 Extension of Easement. Each Parcel, whether now existing or whether in the future shall exist, as defined in accordance with the provisions of this Declaration, shall have appurtenant thereto, and shall be benefitted and burdened by, as applicable, the easements herein granted. Each Owner shall be entitled to the benefit of the easements herein granted and shall be entitled to permit each Occupant, together with its employees and all business customers, invitees and guests of said Owner and/or Occupant, to enjoy the benefits of the easements herein granted, but said Owner's use and enjoyment of its Parcel shall be subject to and burdened by the easements also herein granted.

6.03 No Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Project to or for the general public or for any public purpose whatsoever, it being the intention of the Declarant that this Declaration will be strictly limited to and for the purposes herein expressed. Notwithstanding the grant of the easements, each Owner may be entitled to take whatever steps it deems necessary to protect and preserve the private ownership of its Property and to prevent same from being dedicated to the public use as a matter of law; provided, however, that such steps shall be taken in such manner and at such times as shall cause minimal disruption of the occupancy and usage of said Owner's Parcel.

6.04 Specific Grant of Easement. In addition to the other Easements herein granted, Research hereby grants, conveys and assigns to Park, its heirs, successors and assigns, a perpetual easement to install, maintain, operate, repair, inspect, protect, remove and replace certain electrical transformers, meters, wiring, electrical housing, concrete pads and related facilities (the "Equipment"), both upon the surface and under the surface of the following-described real property situate in Davis County, State of Utah:

Beginning at a point South $0^{\circ}13'24''$ East 790.01 feet along the section line, due west 867.57 feet and South $0^{\circ}29'32''$ West 153.00 feet from the northeast corner of Section 25, Township 2 North, Range 1 West, Salt Lake Base and Meridian, Bountiful, Utah; and running thence South $0^{\circ}29'32''$ West 29.00 feet, thence South $89^{\circ}30'28''$ East 14.00 feet, thence North $0^{\circ}29'32''$ East 29.00 feet, thence North $89^{\circ}30'28''$ West 14.00 feet to point of beginning.

Research does further hereby grant unto Park a non-exclusive easement for ingress and egress over and across such portions of the real property described in recital Paragraph B to maintain, operate, repair, inspect, remove or replace said

equipment; provided, however, that Park shall be obligated at Park's sole cost and expense, to repair or restore the surface of the real property and any surface improvements, including, without limitation, landscaping, curb and gutter, asphalt, and/or sprinkling systems, if such are damaged, destroyed or altered as a result of Park's activities in repairing, maintaining, servicing, removing or replacing the equipment or by reason of the existence of said equipment or the use thereof. Such repair or restoration shall be such as to return the real property and any surface Improvements to the condition of the same immediately prior to such damage, destruction or alteration. The easements herein granted by this Section 6.04 shall be binding upon and inure to the benefit of the successors and assigns of Research and the respective successors and assigns of Park and may be conveyed by Park in connection with a conveyance of the Improvements serviced by the Equipment.

6.05 Confirmation of Existing Easements. Park and Research, each for itself and jointly as Declarant, do hereby confirm the existance of certain easements over, across, under and through the Property, which easements have been granted for the benefit of the Project and are necessary and desirable for the continued use of the Improvements. Said easements are more particularly set forth on Exhibit "A" and shall be referred to herein as the "Existing Easements". To the extent necessary to effectuate the intent of this Section 6.05, Park and Research, each for itself, do hereby grant, transfer, set over and convey unto the grantee under each Existing Easement, the rights and privileges contained in each respective Existing Easement to the same extent as originally set forth in each respective Existing Easement.

ARTICLE VII

Architectural Committee

7.01 Architectural Committee. The Management Committee shall appoint a three (3) member Architectural Committee, the function of which shall be to insure that all Improvements on the Project harmonize with existing surroundings and structures and meet the restrictions and requirements described in this Declaration, or as contained in any development guidelines established by the Architectural Committee. The members of the Architectural Committee may, but need not be Owners or Occupants of the Project, and such members shall serve at the discretion of the Management Committee.

7.02 Submission to Committee. No Building or any other structure or Improvement on a Parcel shall be constructed or maintained, no alteration, repainting or refurbishing of the exterior of any existing Building shall be performed, and no excavation, grading or other like work on the Project shall be commenced unless and until complete plans and specifications therefor have been first submitted to and approved by the Architectural Committee, which approval shall not be unreasonably refused. Notwithstanding the foregoing, no approval shall be required to any repairs or alterations which do not affect the size or external design or appearance of any existing Building or any other Improvement. Any Owner which shall request that plans and specifications be approved by the Architectural Committee shall submit with such request evidence that said plans and specifications have been approved by the Redevelopment Agency of Bountiful City or evidence reasonably acceptable to the Architectural Committee that such approval is not required.

7.03 Standards and Procedures. It is the stated purpose of the Architectural Committee to assure that all Buildings and other Improvements which shall be constructed upon the Project shall be of good quality, sound construction and harmonize with the existing surroundings and improvements which have been constructed upon the Project. The Architectural Committee shall be permitted to approve such plans and specifications as it shall, in its best judgment, have determined will promote the development and maintenance of the Project as a first-class commercial office and retail project. Compliance of proposed plans with applicable zoning and other laws shall not necessarily mean that such plans and specifications shall be permitted to be developed and implemented pursuant to this Declaration. All such plans and specifications submitted to the Architectural Committee shall be approved or disapproved by the Architectural Committee in writing within sixty (60) days after submission. In the event that the Architectural Committee shall fail to take any action within such period, the Committee shall be deemed to have approved the plans and specifications as submitted; provided, however, that to the extent that such plans and specifications provide for the construction of an Improvement that shall be in violation of any specific provision of this Declaration, then the failure of the Architectural Committee to take any action within said time period shall be deemed to constitute a disapproval of such portions of the plans and specifications.

7.04 Procedures for Approval. The act, concurrence or determination of any two (2) or more members of the Architectural Committee shall constitute and shall be necessary for the Architectural Committee to act. Such concurrence or action of said two (2) or more members of the Architectural Committee may occur with or without a meeting, and at the same time or at different times. The Architectural Committee shall maintain such records as it shall deem necessary to record actions taken or determinations made by it.

7.05 No Liability. No member of the Architectural Committee shall be personally liable for any damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this Declaration.

ARTICLE VIII

Miscellaneous Provisions

8.01 Mortgagee Protection. No breach of any of the covenants, conditions or restrictions or limitations contained herein shall defeat or render invalid the lien of any Mortgage, nor shall it result in any forfeiture or reversion of title or any interest in the portion of the Owner, except as specifically set forth herein upon the foreclosure of a lien for non-payment of Assessments. Unless and until it enters into possession or acquires title pursuant to foreclosure or any other arrangement or proceeding in lieu thereof, any holder of a Mortgage shall have no obligation to take any action to comply with any of the covenants, restrictions or provisions of this Declaration. No amendment to this Declaration shall in any way affect the rights of any Mortgagee interested under a Mortgage which is in effect at the time of the amendment concerned, or the rights of any successor in interest or title to such Mortgagee, unless such Mortgagee has consented in writing to such amendment.

8.02 Insurance. Each Owner shall at all times maintain public liability and property damage insurance providing coverage against personal injury, death and property damage occurring on the Property and/or in each and every Building located upon said Owner's Parcel. The Management Committee shall acquire and maintain public liability and property damage insurance providing coverage against personal

injury, death and property damage occurring on or about the Common Areas. Insurance for the Common Areas may be written in the name of, and the proceeds thereof payable to the Management Committee, as trustee for each Owner. Premiums for insurance carried by the Management Committee shall be a Common Expense to be included in the General Assessment.

8.03 Condemnation. In the event that all or any part of the Common Area is taken through condemnation or is conveyed to a condemning authority under threat of condemnation, the entire condemnation award or proceed shall be paid to the Owner of the Parcel so being condemned. Said Owner shall, as soon as it is reasonable and practicable, restore the remaining portions of the Common Area in equal or better quality of materials and workmanship as shall then have existed at the time of such condemnation. Costs and expenses incurred in restoring such Common Areas which shall be in excess of said condemnation award allocable to the Common Areas shall be a Common Expense and shall be included in a Special Assessment made to all Owners.

8.04 Existing Leases. If, and to the extent any right, privilege, obligation or duty created or granted under this Declaration conflicts with or abridges any right or privilege granted to a lessee under a lease or other agreement affecting any Parcel which has been executed prior to the recordation of this Declaration, such right, privilege, obligation or duty shall, to the extent, but only to the extent it conflicts or abridges such lease, take affect only when such lease terminates or when such lessee consents to this Declaration in a written and recorded instrument.

8.05 Duration. The covenants and restrictions of this Declaration shall run with and bind the Property and Project for a term of twenty (20) years from the date this Declaration is recorded, after which time, they shall be automatically

extended for successive periods of ten (10) years, unless terminated at the end of any such period by a vote of the Owners.

8.06 Amendment. Subject to the provisions of Section 8.01, this Declaration may be amended upon a majority vote of all Owners. Any such amendment shall recite that a vote of the Owners has been properly taken and that the amendment has been approved in accordance with the provisions hereof, may be signed on behalf of the Management Committee and recorded in the office of the Davis County Recorder, State of Utah. Any such amendment shall take effect upon such recordation.

8.07 No Merger. The easements, covenants and restrictions and other provisions contained in this Declaration shall remain in full force and effect despite the fact that any of the Parcels may be owned by the same persons from time to time. It is the express intent of the Declarant to create a common scheme for the development and operation of the Project which will not be terminated by the doctrine of merger or otherwise unless this Declaration is terminated in accordance with the provisions hereof.

8.08 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

8.09 Covenants to Run With Land. This Declaration and all of the covenants, restrictions, easements and other provisions contained herein are intended to be, and shall constitute covenants which shall run with the land and which shall be binding upon and shall inure to the benefit of the Declarant, each respective Owner, which may from time to time own any portion of the Project, and any other party which has or may acquire any interest in or to any portion of the


Project and the respective grantees, transferees, heirs, devisees, personal representatives and successors and assigns thereof. Any party which may acquire an interest in any portion of the Project, or which may occupy any portion of the Project, shall be deemed to consent and agree to be bound by the Declaration and all of the covenants, restrictions and easements and other provisions herein contained.

8.10 Addition and Deletion of Property. Park and Research, acting together as Declarant, hereby reserve the right to remove portions of the Property from or add real property to the Property which is subject to the provisions hereof. It is provided, however, that such changes shall be for the purpose of making the legal descriptions of the real property to which this Declaration is applicable more accurately describe the actual real property which is part of and is being owned, operated and maintained as Bountiful Gateway Park and shall not be for the purpose of either adding additional real property upon which one or more Buildings are to be constructed or the removal of any real property upon which any Buildings or Improvements are located. Such deletions and/or additions, which are being made for the purpose of correcting legal descriptions, shall be made by amendment signed by each respective Declarant, which amendment shall be effective upon recordation thereof. The consent of any Mortgagee shall not be required to make such amendment effective; provided, however, that no such amendment shall be construed to affect in any manner whatsoever the lien of any Mortgage. No amendment to this Declaration which shall add additional real property upon which one or more Buildings are to be constructed or which shall remove any real property upon which any Buildings or Improvements are presently located, shall be effective except upon the express written approval of each respective Mortgagee.

EXECUTED to be effective the day and year first hereinabove written.

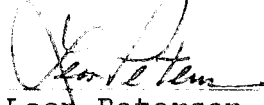
PARK: BOUNTIFUL GATEWAY PARK, INC.
a Utah limited partnership
By Its General Partners:


Leon Peterson, Partner



W. Scott Kjar, Partner


Steven E. Smoot, Partner

RESEARCH: BOUNTIFUL GATEWAY RESEARCH
AND DEVELOPMENT,
a Utah limited partnership
By Its General Partners:


Leon Peterson, Partner


W. Scott Kjar, Partner


Steven E. Smoot, Partner

CONSENT AND SUBORDINATION

Each of the undersigned are the holders of the beneficial interest of a mortgage lien (the "Mortgage") which, as of the date of the recordation hereof, constitutes an encumbrance against all or part of the Property. By its signature hereon, the undersigned does hereby (i) consent to the recordation of the foregoing Declaration of Easements, Covenants and Restrictions for Bountiful Gateway Park; (ii) subordinate the lien of its Mortgage to the easements, covenants, and restrictions contained in said Declaration; (iii) agree that the foreclosure of its Mortgage shall not terminate or extinguish any easement, covenant and/or restriction herein set forth except as may be otherwise provided herein; and (iv) in all respects provide that, except for liens filed for non-payment of Assessments, the foregoing Declaration of Easements, Covenants and Restrictions for Bountiful Gateway Park and the rights, privileges and duties therein contained shall constitute easements, covenants and restrictions senior to the lien of the Mortgage of the undersigned, notwithstanding the fact that the Mortgage predates and was recorded prior to the said Declaration.

EXECUTED and agreed to this 8th day of February, 1988.

PENSION EQUITY GROWTH TRUST

By Richard A. Nicholls
Richard Nicholls, Trustee

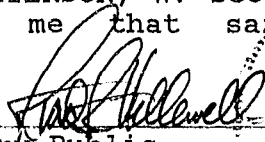
By Michael J. Purles
Michael Purles, Trustee

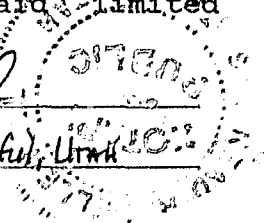
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 10th day of February, 1988, personally appeared before me LEON PETERSON, W. SCOTT KJAR and STEVEN E. SMOOT, who did state that they are the General Partners of BOUNTIFUL GATEWAY PARK, INC., a Utah limited partnership, and that the within and foregoing instrument was signed on behalf of said limited partnership, and said LEON PETERSON, W. SCOTT KJAR and STEVEN E. SMOOT acknowledged to me that said limited partnership executed the same.

My Commission Expires:

JUNE 8, 1989


Notary Public
Residing at Bountiful, Utah

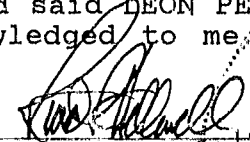


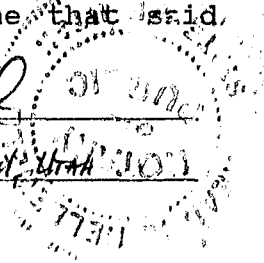
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 10th day of February, 1988, personally appeared before me LEON PETERSON, W. SCOTT KJAR and STEVEN E. SMOOT, who did state that they are the General Partners of BOUNTIFUL GATEWAY RESEARCH AND DEVELOPMENT, a Utah limited partnership, and that the within and foregoing instrument was signed on behalf of said limited partnership, and said LEON PETERSON, W. SCOTT KJAR and STEVEN E. SMOOT acknowledged to me that said limited partnership executed the same.

My Commission Expires:

JUNE 8, 1989


Notary Public
Residing at Bountiful, Utah



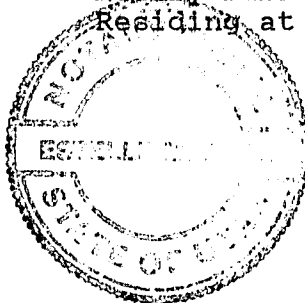
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 8th day of February, 1988, personally appeared before me RICHARD NICHOLLS and MICHAEL PURLES, who did state that they are the Trustees of PENSION EQUITY GROWTH TRUST and that the within and foregoing instrument was signed on behalf of said PENSION EQUITY GROWTH TRUST, and said RICHARD NICHOLLS and MICHAEL PURLES acknowledged to me that said PENSION EQUITY GROWTH TRUST executed the same.

My Commission Expires:

January 3, 1992

Estelle M. Ryley
Notary Public
Residing at Bountiful, Utah



020888-7/814.022/CEMISC

EXHIBIT "A"

[Existing Easements]

The following easements are confirmed pursuant to Section 6.05:

1. Pole Line Easement dated May 9, 1958, in favor of Utah Power & Light Company, recorded November 6, 1958 as Entry No. 182648, in Book 152, at Page 411, Davis County Recorder's Office.
2. Right of Way Easement dated May 3, 1967 in favor of The Mountain States Telephone and Telegraph Company, a Utah corporation, recorded May 16, 1967 as Entry No. 309181, in Book 366, at Page 517, Davis County Recorder's Office.
3. Easement in favor of Bountiful, a Municipal Corporation, recorded January 21, 1988, as Entry No. 813941, in Book 1215 at Page 77, Davis County Recorder's Office.
4. Right of Way and Easement dated June 12, 1985 in favor of Mountain Fuel Supply Company, a Utah corporation, recorded August 16, 1985, as Entry No. 711139 in Book 1049, at Page 426, Davis County Recorder's Office.
5. Right of Way and Easement dated July 2, 1985 in favor of Mountain Fuel Supply Company, a Utah corporation, recorded August 26, 1985, as Entry No. 711140 in Book 1049, at Page 427, Davis County Recorder's Office.
6. Easement dated May 20, 1987 in favor of Bountiful, a municipal corporation, recorded July 23, 1987 as Entry No. 795309, in Book 1182, at Page 956, Davis County Recorder's Office.
7. Easement dated December 10, 1974, by and between Hughes and Hughes Investment Corp., Grantor, and Mountain Fuel Supply Company, and recorded February 7, 1975, as Entry No. 408445 in Book 559 at page 999, Davis County Recorder's Office.

021188-1/314.020/CEMISC