

WHEN RECORDED, MAIL TO:

BPOE No. 85  
2960 South Richards Street  
Salt Lake City, Utah 84115

Recorded APR 15 1977 329P  
Request of SECURITY TITLE COMPANY  
For File KATIE L. DIXON  
Recorder Salt Lake County, Utah  
By Cheryl Warrington, Deputy  
Ref. Space Above for Recorder's Use

# 2932349 Warranty Deed

(Corporate Form)

SECURITY TITLE CO.  
GHD # 176833

PIONEER ASSOCIATES, INC., a Utah corporation, a corporation organized and existing under the laws of the State of Utah, with its principal office at Salt Lake City, of County of Salt Lake, State of Utah, grantor, hereby conveys and warrants to

SALT LAKE LODGE NO. 85 BENEVOLENT AND PROTECTIVE ORDER OF ELKS

of Salt Lake City, Utah Grantee for the sum of ~~TEN~~ **TEN** and 00/100 DOLLARS and other good and valuable consideration ~~TEN~~ **TEN** the following described tract of land in Salt Lake County, State of Utah:

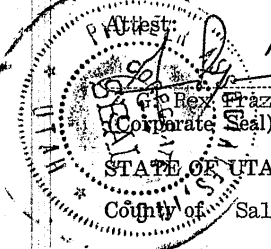
Beginning at the most Northerly corner of Lot 27, Pioneer Square Industrial Park Plat "B" Subdivision, according to the plat thereof, as recorded in the office of the County Recorder of said County; thence South 37° 43' 00" East 395.00 feet along the Northeasterly line of said Lot 27 to the Northerly line of a 25-foot canal easement; thence South 52° 17' 00" West 551.39 feet along said Northerly line; thence North 37° 43' 00" West 395.00 feet; thence North 52° 17' 00" East 551.39 feet to the point of beginning.

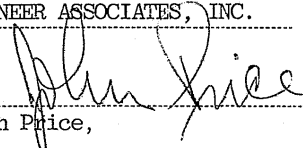
Subject to easements, covenants, restrictions, rights-of-way and reservations appearing of record and taxes for the year 1977 and thereafter.

Subject to rules, regulations and restrictive covenants of Pioneer Square Industrial Park as attached hereto as Exhibit "A".

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

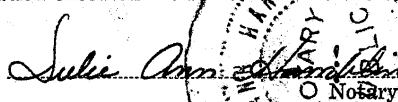
In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 12th day of April A. D., 19 77,

Attest:  
  
G. Rex Frazier, Secretary  
STATE OF UTAH,  
County of Salt Lake

PIONEER ASSOCIATES, INC. Company  
By   
John Price, President

ss.

On the 12th day of April, 1977, A. D. personally appeared before me John Price and G. Rex Frazier who being by me duly sworn did say, each for himself, that he, the said John Price is the president, and he, the said G. Rex Frazier is the secretary of Pioneer Associates, Inc., Company, 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 John Price and G. Rex Frazier each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

  
Notary Public  
Salt Lake City, Utah

My Commission expires September 7, 1977 My residence is Salt Lake City, Utah

4475 1194  
4475 1194

EXHIBIT "A"

RULES, REGULATIONS AND RESTRICTIVE COVENANTS  
PIONEER SQUARE PARK

Attached to and made a part of that certain Warranty Deed, made and entered into this 15th day of March, 1977, by and between PIONEER ASSOCIATES, INC., a Utah corporation, hereinafter referred to as Seller, and SALT LAKE LODGE NO. 85 BENEVOLENT & PROTECTIVE ORDER OF ELKS, hereinafter referred to as Buyer.

I. PERMITTED USES. The purpose of the PIONEER SQUARE PARK is to create an attractive environment for the conducting of business enterprises which do not create a hazard or are not offensive due to conduct of wholesale and retail operations, research laboratories, central office facilities and selective supporting facilities. To promote such an area, retailing businesses are allowed which fall within this general category. Seller shall review the proposed use of each parcel of land and approve each use, keeping in mind the broad outlines of the purpose of this replanned office, industrial and commercial park.

II. PROHIBITED USES. No portion of the property may be occupied by any of the following uses:

- 1) Residential purposes except for the dwelling of watchmen or other employees attached to a particular enterprise authorized in the area.
- 2) Storage in bulk of any junk, wrecked autos or materials of any nature in or adjacent to the Premises.
- 3) No portion of the Premises or any building or structure thereon at any time shall be used for the manufacture, storage, distribution or sale of any projects or items which shall increase the fire hazard of adjoining property; or for any business which constitutes a nuisance or causes the emission of odors of a gas injurious to products manufactured or stored on adjoining premises or which emit undue noise or for any purpose which will injure the reputation of said premises or the neighboring property or for any use which is in violation of any of the laws of Salt Lake City or the State of Utah.

III. LAND USE. All buildings constructed in PIONEER SQUARE PARK shall maintain the following setbacks and landscaped areas:

- 1) Front Yards: All Buildings shall be sited parallel to the fronting street and shall maintain a minimum setback of thirty-five (35) feet from the curb. A landscaped buffer of no less than ten (10) feet in depth shall be maintained in front of each building.
- 2) Side Yards: When parking or driveways exist within the side yard of any building, landscaped buffer of not less than ten (10) feet in width shall be maintained between building, parking areas or driveways.
- 3) Rear Yards: Rear yards or future expansion areas of all buildings shall be landscaped or maintained as an integral part of the entire project unless parking, service yards, loading docks, etc., occur in the rear of buildings, and do not extend across the entire rear of the building, in which case the remaining portion shall be landscaped or properly maintained.

- 4) Refuse and Miscellaneous Storage: Where exterior space is needed for temporary storage or the location of garbage collection equipment, it shall be visually screened by a wall or fence no less than five (5) feet in height and of materials compatible and similar to the Buyer's building. Every effort should be made to landscape around such facilities.

IV. SIGNS. Criteria has been established for the purpose of assuring an outstanding development for the mutual benefit of all occupants. Signs installed as nonconforming or unapproved must be brought to conformance at the expense of the Buyer.

A. GENERAL REQUIREMENTS:

1. Each Buyer shall submit or cause to be submitted to Seller for approval, before fabrication, at least three (3) copies of detailed drawings, indicating the location, size, layout, design and color of the proposed signs, including all lettering and/or graphics.
2. All permits for signs and their installation shall be obtained by the Buyer or his representative, and shall conform to all local building and electrical codes.
3. All signs shall be constructed and installed at Buyer's expense.
4. Buyer shall be responsible for the fulfillment of all requirements of these criteria.

B. GENERAL SPECIFICATIONS:

1. No animated, flashing or audible signs will be permitted.
2. No exposed lamps or tubing will be permitted. No exposed raceways, crossovers, conduit or brackets will be permitted. All cabinets, conductors, transformers and other equipment shall be concealed.
3. Electrical service to all signs shall be on Buyer's meter.

C. LOCATION OF SIGNS:

1. Each Buyer will be permitted to install one free-standing monument sign the size and location of which shall be subject to the approval of Seller.

~~2. No signs shall be allowed or located on canopies, overhangs, or on the roof structure.~~

D. DESIGN REQUIREMENTS:

1. The content of all signs on the face of buildings shall be limited to the name of the Buyer and/or the corporate symbol. Wording of signs shall not include the product(s) sold except as part of Buyer's trade names or insignia; the approval of such wording and/or corporate symbol shall be subject to Seller's approval.
2. The design of all signs, including style and placement of letterings, size, color, materials and method of illumination, shall be subject to the approval of Seller.

*ALL  
OK.*

BOOK 4475 PAGE 1196

E. CONSTRUCTION REQUIREMENTS:

All exterior signs, bolts, fastenings and clips shall be enamelling iron with procelain enamel finish, stainless steel, aluminum brass or bronze or other rust-free metal. No black iron materials of any type will be permitted.

F. MISCELLANEOUS REQUIREMENTS:

1. Buyer, his representative or his sign contractor, shall repair and maintain in a clean and orderly fashion all signs. If Buyer fails to repair or maintain said sign(s) after ten (10) days written notice to do so from the Seller, Seller may repair, clean or maintain said sign(s) and the cost thereof shall be payable by Buyer to Seller upon demand.

2. The candlepower of each illuminated sign shall be approved by Seller.

V. STORAGE. No land or buildings shall be used so as to permit the keeping of articles, goods or materials in the open or exposed to public view.

VI. LOADING DOCKS. Truck loading docks will be permitted on any frontage road in PIONEER SQUARE PARK, as permitted by Seller. All docks shall be set back at least seventy (70) feet from the curb and gutter line.

VII. CONSTRUCTION REQUIREMENTS AND COMMITTEE APPROVAL. Construction or alteration of all buildings in PIONEER SQUARE PARK shall meet the standard provided for in these restrictions. Buyer, prior to construction or alteration of any building must submit two (2) sets of proposed plans and specifications to Seller for approval. Seller shall review the plans to assure that exterior design, materials, color of materials and quality of the work contemplated is compatible with the structures and improvements existing or planned in PIONEER SQUARE PARK. Written approval of such plans by Seller shall be proof of compliance with these restrictions.

The building codes of Salt Lake City in effect at the time of any construction shall apply.

VIII. DESIGN. Any building erected on the property shall be of exterior finish and of a design compatible with those structures and improvements existing and planned for PIONEER SQUARE PARK, as interpreted by Seller. All sides of said building except the rear must be finished in a manner similar to and compatible with the front of the building. Should a duplex type building be constructed, the type and color of face brick, or other finish materials, must be the same entire exterior of the buildings except the rear. All other types of construction not covered in the above must first be submitted to and have the written approval of Seller.

Plans and specifications for the construction, installation or alteration of all signs, loading docks, parking facilities and landscaped areas must be submitted to and have written approval of the Seller.

Seller shall review the proposed use of the property and shall reserve the right to refuse to approve any plan for a use which, in its opinion, is not in keeping with the proposed concept of PIONEER SQUARE PARK. Where a proposed development could become offensive, Seller shall have the right to require special equipment or special design features to overcome such conditions.

IX. LANDSCAPING AND MAINTENANCE. A landscaping and watering system plan shall be provided by each Buyer to assure its compatibility with the entire development. Maintenance of all exterior landscaped areas will be the responsibility of Buyer. If not properly performed and regularly maintained, Seller may, at Seller's option, undertake the performance thereof at the sole cost and expense of Buyer. Buyer will also pay their prorated share of common area expenses as it relates to the entire Pioneer Square Industrial Park.

BOOK 475 PAGE 1197

X. EXTERIOR MECHANICAL AND ELECTRICAL EQUIPMENT. No air conditioning units, fans, compressors, transformers or other mechanical or electrical equipment shall be located on the roof or other exterior surface of any building unless screened from street view by architectural elements compatible with the exterior design of the building.

XI. EXTERIOR LIGHTING. All exterior floodlights, spotlights, parking or landscape lighting and any other exterior lighting application shall be in conformity with the style and intensity of lighting established in PIONEER SQUARE PARK and shall be submitted (by plan and specifications) to the Seller for approval prior to installation.

XII. MISCELLANEOUS.

No storage of vehicles shall be allowed other than those directly used in the operation of normal business.

No maintenance or repairs of vehicles shall be allowed in any common area or areas reserved for customer or employee parking.

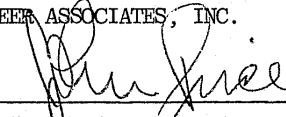
No common areas reserved for customer or employee parking shall be used for motorcycle traffic or off-highway vehicles similar to mini-bikes, motorcycles, dune buggies, snowmobiles or any other vehicle not normally used on streets, or subject to regulated legal registration.

ATTEST:

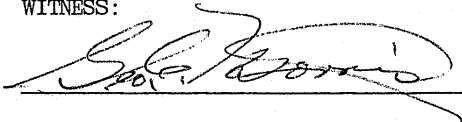


PIONEER ASSOCIATES, INC.

By

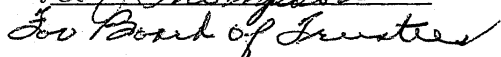
  
John Price, President

WITNESS:



SALT LAKE LODGE NO. 85 BENEVOLENT  
& PROTECTIVE ORDER OF ELKS

By

  
Do Board of Trustees