

WHEN RECORDED MAIL TO:

Oppenheimer Wolff & Donnelly (JDL)
3400 Plaza VII
45 South Seventh Street
Minneapolis, MN 55402
MNT#: 5495

6488280
10/24/96 11:31 AM 47.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
REC BY: B GRAY DEPUTY - WI

6488280

DECLARATION OF SIGN EASEMENTS

THIS DECLARATION OF SIGN EASEMENTS, made as of this 23rd day of October, 1996 (the "Effective Date") by Midvalley Partners Limited Partnership, a Minnesota limited partnership ("Declarant").

RECITALS

A. Declarant owns land in Salt Lake County, Utah, described as follows:

Lots 1, 2, 3, 4, 5 and 6, West Valley Commerce Center Subdivision, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder (collectively, the "Lots").

B. Declarant also owns land in Salt Lake County, Utah, described as follows:

Beginning at a point on the South line of 3100 South Street, said point being South 00°03'56" East 40.00 feet from the West quarter corner of Section 27, Township 1 South, Range 1 West, Salt Lake Base and Meridian thence North 89°55'00" East along said South line 33.00 feet; thence South 00°02'20" West 396.47 feet; thence North 89°55'00" East 302.00 feet; thence North 00°02'20" East 163.52 feet; thence North 89°55'00" East 25.00 feet; thence South 00°02'20" West 163.52 feet; thence North 89°55'00" East 308.35 feet to the West boundary line of Redwood Village Subdivision; thence South along said West line and the West line of Hector Park, Granger Park and Granger Park No. 3 Subdivisions, 1523.81 feet; thence South 89°55'30" West 280.63 feet to a point on a curve to the left on the east right of way line of Decker Lake Drive the radius point of said curve being South 88°01'35" West 840.00 feet; thence northwesterly along the arc of said curve and East line through a central angle of 28°49'55", 422.70 feet to a point of tangency; thence North 30°48'20" West along said East line 315.74 feet to a point of a 760.00 foot radius curve to the right; thence Northwesterly along the arc of said curve and East line and through a central angle of 30°46'20" 408.18 feet to a point of tangency; thence North 00°02'00" West along said East line 858.45 feet to the point of beginning.

(the "Adjacent Land," and with the Lots collectively known as the "Land").

BK 7519 PG 0250

C. Declarant desires to grant certain easements for signage and a license for access thereto as more particularly set forth herein.

DECLARATION

NOW, THEREFORE, Declarant hereby creates certain easements and licenses as more particularly set forth below.

ARTICLE I EASEMENTS

Section 1.1. Pylon Sign A. Subject to the provisions of this Declaration, Lot 4 and such other portions of the Land as designated by Declarant in writing pursuant to the terms of Section 1.6 hereof are hereby granted the benefit of a non-exclusive easement for the use of a multi-user pylon sign ("Pylon Sign A") located on a portion of Lot 6 more particularly described in Exhibit "A" attached hereto ("Pylon Sign A Area"). The owners of Lots 4 and 6 shall have the right to place sign panels on both sides of Pylon Sign A in the area more particularly shown on Exhibit "B" attached hereto, and the owners of such other portions of the Land entitled to use Pylon Sign A as designated by Declarant pursuant to Section 1.6 shall have the right to place sign panels on Pylon Sign A in the area designated pursuant to Section 1.6; provided, however, in no event shall an owner entitled to use the third sign panel area from the top as shown on Exhibit "B" place a sign panel in such sign panel area for any business occupying less than 20,000 square feet of building space without the prior written consent of the owner of Lot 6 (which consent may be withheld in its sole discretion), and in all events such sign panel must be of substantially similar or better quality as the signs placed or to be placed on Pylon Sign A by the owners of Lots 4 and 6. The owners of the above-referenced benefited property, the Association (as defined in Section 2.2 below) and their respective agents, contractors and employees shall have a non-exclusive, irrevocable license over Lot 6 for the purpose of reasonable ingress to and egress from City Center Court shown on the above-referenced plat to the Pylon Sign A Area and for the purpose of maintenance of Pylon Sign A and the Pylon Sign A Area as provided in Section 2.1 below. The owner of Lot 6 may relocate all or any portion of the license area for ingress and egress from time to time upon written notice to the owners of the benefited property and the Association so long as reasonable access to and from City Center Court to the Pylon Sign A Area is maintained.

Section 1.2. Pylon Sign B. Subject to the provisions of this Declaration, Lot 3 and such other portions of the Land as designated by Declarant in writing pursuant to the terms of Section 1.6 hereof are hereby granted the benefit of a non-exclusive easement for the use of a multi-user pylon sign ("Pylon Sign B") located on a portion of Lot 5 more particularly described in Exhibit "C" attached hereto ("Pylon Sign B Area"). The owners of Lots 3 and 5 shall have the right to place sign panels on both sides of Pylon Sign B in the area more particularly shown on Exhibit "D" attached hereto, and the owners of such other portions of the Land entitled to use Pylon Sign B as designated by Declarant pursuant to Section 1.6 shall have the right to place sign panels on Pylon Sign B in the area designated pursuant to Section 1.6; provided, however, so long as Lot 5 is operated as a Cracker Barrel restaurant, the third sign panel area from the top as

shown on Exhibit "D" shall not be used to advertise any restaurant which competes with the Cracker Barrel restaurant concept. The owners of the above-referenced benefited property, the Association and their respective agents, contractors and employees shall have a non-exclusive, irrevocable license over Lot 5 for the purpose of reasonable ingress to and egress from City Center Court shown on the above-referenced plat to the Pylon Sign B Area and for the purpose of maintenance of Pylon Sign B and the Pylon Sign B Area as provided in Section 2.1 below. The owner of Lot 5 may relocate all or any portion of the license area for ingress and egress from time to time upon written notice to the owners of the benefited property and the Association so long as reasonable access to and from City Center Court to the Pylon Sign B Area is maintained.

Section 1.3. Monument Sign A. Subject to the provisions of this Declaration, Lots 3, 4 and 5 and such other portions of the Land as designated by Declarant in writing pursuant to the terms of Section 1.6 hereof are hereby granted the benefit of a non-exclusive easement for the use of a multi-user monument sign ("Monument Sign A") located on a portion of Lot 2 more particularly described in Exhibit "E" attached hereto ("Monument Sign A Area"). The owners of Lots 3, 4 and 5 shall have the right to place sign panels on both sides of Monument Sign A in the area more particularly shown on Exhibit "F" attached hereto, and the owners of such other portions of the Land entitled to use Monument Sign A as designated by Declarant pursuant to Section 1.6 shall have the right to place sign panels on Monument Sign A in the area designated pursuant to Section 1.6. The owners of the above-referenced benefited property, the Association and their respective agents, contractors and employees shall have a non exclusive, irrevocable license over Lot 2 for the purpose of reasonable ingress to and egress from City Center Court shown on the above-referenced plat to the Monument Sign A Area and for the purpose of maintenance of Monument Sign A and the Monument Sign A Area provided in Section 2.1 below. The owner of Lot 2 may relocate all or any portion of the license area for ingress and egress from time to time upon written notice to the owners of the benefited property and the Association so long as reasonable access to and from City Center Court to the Monument Sign A Area is maintained.

Section 1.4. Monument Sign B. Subject to the provisions of this Declaration, Lots 5 and 6 and such other portions of the Land as designated by Declarant in writing pursuant to the terms of Section 1.6 hereof are hereby granted the benefit of a non-exclusive easement for the use of a multi-user monument sign ("Monument Sign B") located on the property more particularly described in Exhibit "G" attached hereto ("Monument Sign B Area"). The owners of Lots 5 and 6 shall have the right to place a sign panel on both sides of Monument Sign B in the area more particularly shown on Exhibit "H" attached hereto, and the owners of such other portions of the Land entitled to use Monument Sign B as designated by Declarant pursuant to Section 1.6 shall have the right to place sign panels on Monument Sign B in the area designated pursuant to Section 1.6. The owners of the above-referenced benefited property, the Association and their respective agents, contractors and employees shall have a non-exclusive, irrevocable license over the property burdened by the easement for Monument Sign B for the purpose of reasonable ingress to and egress from Decker Lake Drive to the Monument Sign B Area and for the purpose of maintenance of Monument Sign B and the Monument Sign B Area as provided in Section 2.1 below. The owner of the burdened property may relocate all or any portion of the license area for ingress and egress from time to time upon written notice to the owners of the benefited

property and the Association so long as reasonable access to and from Decker Lake Drive to the Monument Sign B Area is maintained.

Section 1.5. Utility Lines. Subject to the provisions of this Declaration, Lots 2, 5 and 6 and the property burdened by Monument Sign B shall be subject to a non-exclusive easement for the installation, use, maintenance and replacement of underground utility lines servicing the respective Sign (as defined in Section 1.8) located on such property. The Association and its agents, contractors and employees shall have a non-exclusive, irrevocable license over the property burdened by the above easements for the purpose of the maintenance and replacement of such lines as provided in Section 2.1. The Association shall give an owner fifteen (15) days written notice prior to any replacement of the utility lines on its property.

Section 1.6. Designation. Except for those portions of the Land referenced in Sections 1.1, 1.2, 1.3 and 1.4 which have been previously granted the right to use or restrict the use of a specific Sign, Declarant shall have the sole right to designate which owners have the right to use a specific Sign and the sign panel area thereon. Except for the previous designations of the right to use a specific Sign expressly set forth in Sections 1.1, 1.2, 1.3 and 1.4, designation of the right of an owner of a portion of the Land to use a specific Sign and the area of placement of a sign panel thereon described in Sections 1.1, 1.2, 1.3 and 1.4 above shall be effective upon recordation by Declarant of a notice thereof executed by Declarant and the owner of the Land designated to use a specific Sign and recorded in the Office of the Salt Lake County Recorder. Except for those portions of the Land referenced in Sections 1.1, 1.2, 1.3 and 1.4 which have been previously granted the right to use a specific Sign, the terms and conditions of this Declaration shall not benefit any portion of the Land until designation of the right of an owner of a portion of the Land to use a specific Sign as provided in this Section 1.6.

Section 1.7. Termination. Declarant, at its sole option, may terminate (a) the easements and other rights granted herein for the benefit of Lot 4 in the event Lot 4 is not acquired from Declarant by Crystal Inn Company LLC; (b) the easements and other rights granted herein for the benefit of Lot 3 in the event Lot 3 is not acquired from Declarant by B & G Realty, Inc.; (c) the easements and other rights granted herein for the benefit of Lot 5 in the event Lot 5 is not acquired from Declarant by Cracker Barrel Old Country Store, Inc.; or (d) the easements and other rights granted herein for the benefit of Lot 6 in the event Lot 6 is not acquired from Declarant by ESA Properties, Inc. Termination of an easement and the other rights contained herein shall be effective upon recordation by Declarant of a notice of termination of such easement executed by Declarant and recorded in the office of the Salt Lake County Recorder. In the event of termination, Declarant shall have the right to redesignate the right to use such Sign and sign panel area thereon pursuant to the terms of Section 1.6.

Section 1.8. Construction.

(a) The Pylon Signs and the Monument Signs (but not including the sign panels) shall initially be constructed by Declarant at its sole cost and expense, subject to reimbursement as set forth below. The character, design and layout of the Pylon Signs and Monument Signs (collectively the "Signs" and individually a "Sign") shall be as determined by Declarant. Each owner having the right to utilize a specific Sign shall be responsible for and shall promptly

reimburse the Declarant its pro rata share of the cost of construction of the relevant Sign or Signs, as the case may be, that such owner is entitled to utilize and related utility installations, which pro rata share will be determined by multiplying the cost of a specific Sign and related utility installations by a fraction the numerator of which shall be the square footage of the area in which the owner shall be entitled to place sign panels on a specific Sign and the denominator of which shall be the square footage of all sign panels that may be placed on such specific Sign. An owner shall reimburse Declarant for its pro rata share of construction costs of the relevant Sign upon the acquisition of property entitled to utilize such Sign (or within thirty (30) days after receipt of an invoice therefor if the applicable Sign is not constructed at the time of acquisition of the property entitled to utilize such Sign or if such Sign is designated for use by such owner after acquisition of its property), regardless if such Sign is utilized by such owner and/or its tenants.

(b) Declarant for itself and its agents, contractors, and employees hereby reserves a temporary, non-exclusive easement over Lots 2, 5, 6 and the property, burdened by Monument Sign B for the purpose of the construction of the Signs and for the installation of the utility lines in connection therewith. Declarant shall give an owner fifteen (15) days written notice prior to the installation of utility lines on its property. The foregoing construction easements shall automatically terminate when the respective Sign located on such parcel has been completed by Declarant.

ARTICLE II MAINTENANCE

Section 2.1 Maintenance.

(a) Following the construction of each Sign, each owner entitled to use a specific Sign shall be responsible for the maintenance of its respective sign panels. Except for the sign panels, the Association (as defined in Section 2.2 below) shall be responsible for the maintenance, repair, operation, restoration, replacement and insurance of the Signs, the Pylon Sign A Area, the Pylon Sign B Area, the Monument Sign A Area and the Monument Sign B Area (collectively, the "Sign Areas" and individually, a "Sign Area") and the related utility installations. Each owner having the right to utilize a specific Sign shall be responsible for, and promptly reimburse the Association for, its pro rata share of maintenance, repair, restoration, replacement, operation, insurance and electricity costs of the applicable Sign or Signs and Sign Area or Sign Areas that such owner is entitled to utilize and the utility installations related thereto, which pro rata share will be determined by multiplying such cost by a fraction the numerator of which shall be the square footage of the area in which the owner shall be entitled to place sign panels on a specific Sign and the denominator of which shall be the square footage of all sign panels entitled to be on such specific Sign (but excluding the sign panel area of a specific Sign not yet designated to a specific owner by Declarant). Any amount so billed shall be paid within thirty (30) days after demand therefor.

(b) Any assessment for costs imposed under Section 2.1(a) or under Section 1.8 shall be a lien against the benefited Land. Such lien shall be in the nature of a mortgage ("Mortgage") and enforceable pursuant to the procedures for foreclosure of a Mortgage. Any such lien shall be subordinate to any previously recorded modified Mortgage, deed of trust, judgment or other lien

("Prior Lien") covering any portion of the property which is the subject of the lien provided in this Section, and any purchaser at foreclosure of such Prior Lien (as well as any grantee under any deed-in-lieu of foreclosure or similar conveyance) shall take title free from the effect of any then existing lien or claim of lien provided by this Section, but otherwise subject to the provisions hereof.

(c) The Association shall indemnify, defend and hold the owners of Lots 2, 5 and 6 and the property burdened by Monument Sign B harmless from and against any and all claims, costs, expense and liability (including reasonable attorneys' fees) arising from (i) any actions by third parties asserted against such owners for injuries to or death of any person, or for damage to the property of any person or entity, and (ii) any mechanics' and/or materialmen's liens filed against such owners' property, caused by or arising out of the exercise by the Association of its maintenance obligations pursuant to Section 2.1(a) above.

Section 2.2. Association.

(a) Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or any other parcel or lot constituting a portion of the Land which is entitled to use a Sign referenced in Sections 1.1, 1.2, 1.3 and 1.4 shall be a member of an association ("Association") which shall be responsible for the maintenance and operation of the Signs and related utility installations, as provided in Section 2.1 above. Declarant shall form the Association within sixty (60) days after the Effective Date. Membership shall be appurtenant to and may not be separated from ownership of any portion of the Land.

(i) When one or more persons is an owner of a Lot or any other parcel or lot constituting a portion of the Land entitled to membership, all such persons shall be members.

(ii) It shall be the duty of each owner entitled to be a member to register his name and the nature of his interest with the secretary of the Association. If the owner does not register his interest, the Association shall be under no duty to recognize his ownership.

(iii) The owners of a given Lot or any other parcel or lot constituting a portion of the Land entitled to membership shall be collectively entitled to one (1) vote.

(iv) Where there is more than one owner of a Lot or of any other parcel or lot constituting a portion of the Land entitled to membership, the one (1) vote shall be exercised as they among themselves shall determine and shall be cast by the person named in a certificate signed by all owners of the Lot or of any other parcel or lot constituting a portion of the Land entitled to membership and filed with the secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate filed with the secretary of the Association.

(b) Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such

other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Association whether such personnel are furnished or employed directly by the Association or by a person or entity with whom or which it contracts.

ARTICLE III MISCELLANEOUS

Section 3.1. Severability. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

Section 3.2. Governing Law. This Declaration shall be at all times governed by and construed under the laws of the State of Utah.

Section 3.3. Amendment. At any time, this Declaration, or any part thereof, may be amended in whole or in part upon the written approval of all of the record owners of the Land burdened or benefited by the easements referenced in Sections 1.1, 1.2, 1.3, 1.4 and 1.5 at the time of amendment and the written approval of Declarant so long as Declarant owns any portion of the Land. Such written approval must be properly recorded in the office of the County Recorder, Salt Lake County, Utah. A recordable certificate by an abstract company showing record ownership of the Land shall be conclusive evidence of ownership under this Section.

Section 3.4. Failure to Enforce. The failure of any party in interest to enforce any part of this Declaration upon its violation shall in no event be deemed to be a waiver of the right to do so as to any subsequent violation. Any violation of this Declaration shall not defeat or render invalid the lien of any Mortgage or deed of trust made in good faith and for value.

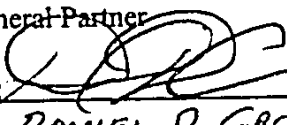
Section 3.5. Duration. Subject to the terms of this Declaration, each of the conditions, covenants, easements and licenses contained herein shall continue and be binding upon the property referenced herein, Declarant and upon its successors and assigns and upon each of them, and upon all parties and all persons claiming under them.

IN WITNESS WHEREOF, the undersigned has executed this document as of the Effective Date.

MIDVALLEY PARTNERS LIMITED
PARTNERSHIP, a Minnesota limited partnership

By: Comstock, Crosser, Hickey & Lyter,
a California limited partnership

Its: General Partner

By: 
DANIEL O. CROSSER

Its: General Partner

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

On the _____ day of October, 1996, personally appeared before me _____, who being duly sworn did say that he is a General Partner of Comstock, Crosser, Hickey & Lyter, a California limited partnership, which partnership is a General Partner of Midvalley Partners Limited Partnership, a Minnesota limited partnership, and that the within and foregoing instrument was duly authorized by the partnership at a lawful meeting held or by authority of its partnership agreement and signed in behalf of said partnership.

Notary Public

My commission expires: _____
Residing in: _____

BK7519PG0257

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Fos Angeles

On October 17, 1996 before me, Lori K. Saak, Notary Public

personally appeared Daniel D. Crosser

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Lori K. Saak
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Declaration of Sign Easements

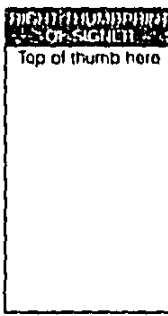
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Daniel D. Crosser

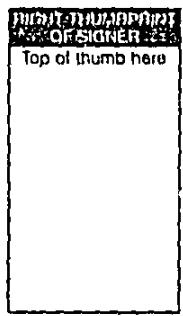
- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

BK7519PG0258

EXHIBIT "A"

**PYLON
SIGN EASEMENT
(NORTHWEST - LOT #6)**

A portion of Lot 6, West Valley Commerce Center Subdivision, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder described as follows:

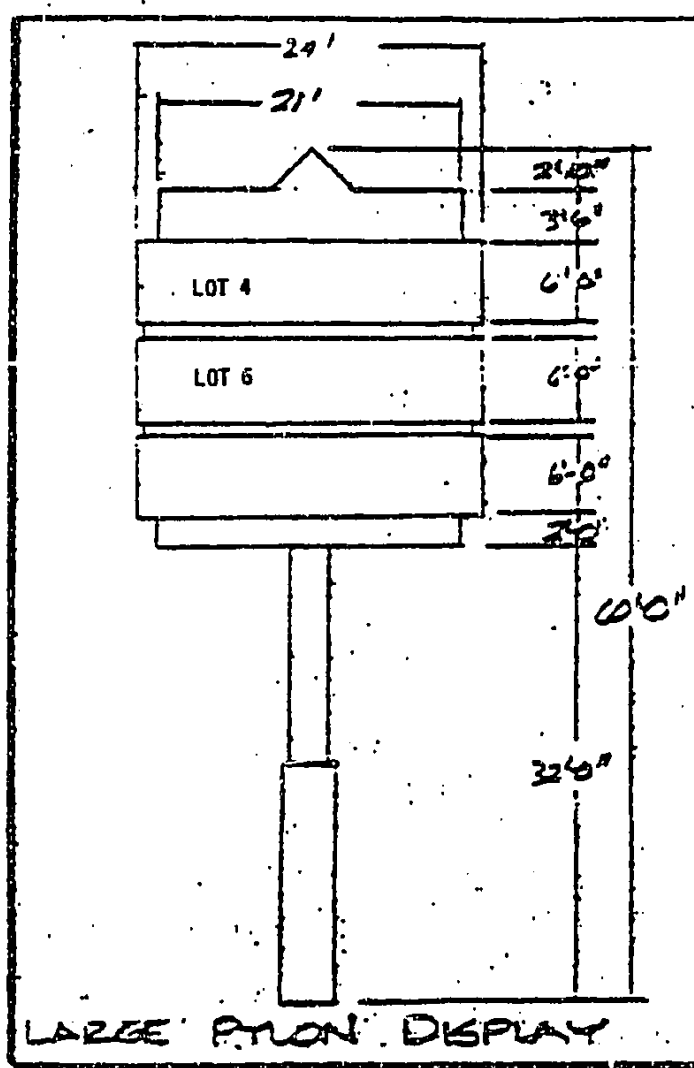
Commencing at a point which is South 1418.79' and West 969.47' From the East Quarter Corner of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence West 30.00'; thence North 15.00'; thence East 30.00'; thence South 15.00' to the point of beginning.

Containing 450.00 sq. ft.

BK 7519PG0259

EXHIBIT "8"

PYLON SIGN A



BK 7519PG0260

EXHIBIT "C"

**PYLON
SIGN EASEMENT
(NORTHWEST - LOT #5)**

A portion of Lot 5, West Valley Commerce Center Subdivision, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder described as follows:

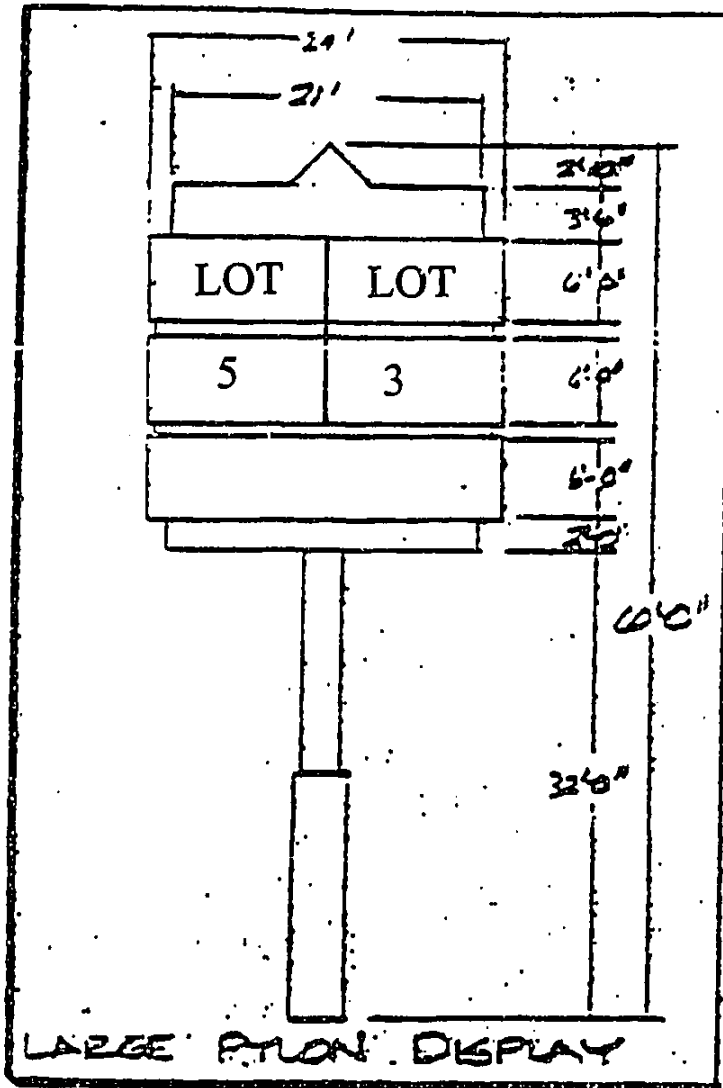
Commencing at a point which is South 1785.89' and West 743.09' From the East Quarter Corner of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence West 30.00'; thence North 15.00'; thence East 30.00'; thence South 15.00' to the point of beginning.

Containing 450.00 sq. ft.

BK7519PG0261

EXHIBIT "D"

PYLON SIGN B



BK 7519PG0262

EXHIBIT "E"

**MONUMENT
SIGN EASEMENT
(NORTHEAST - LOT #2)**

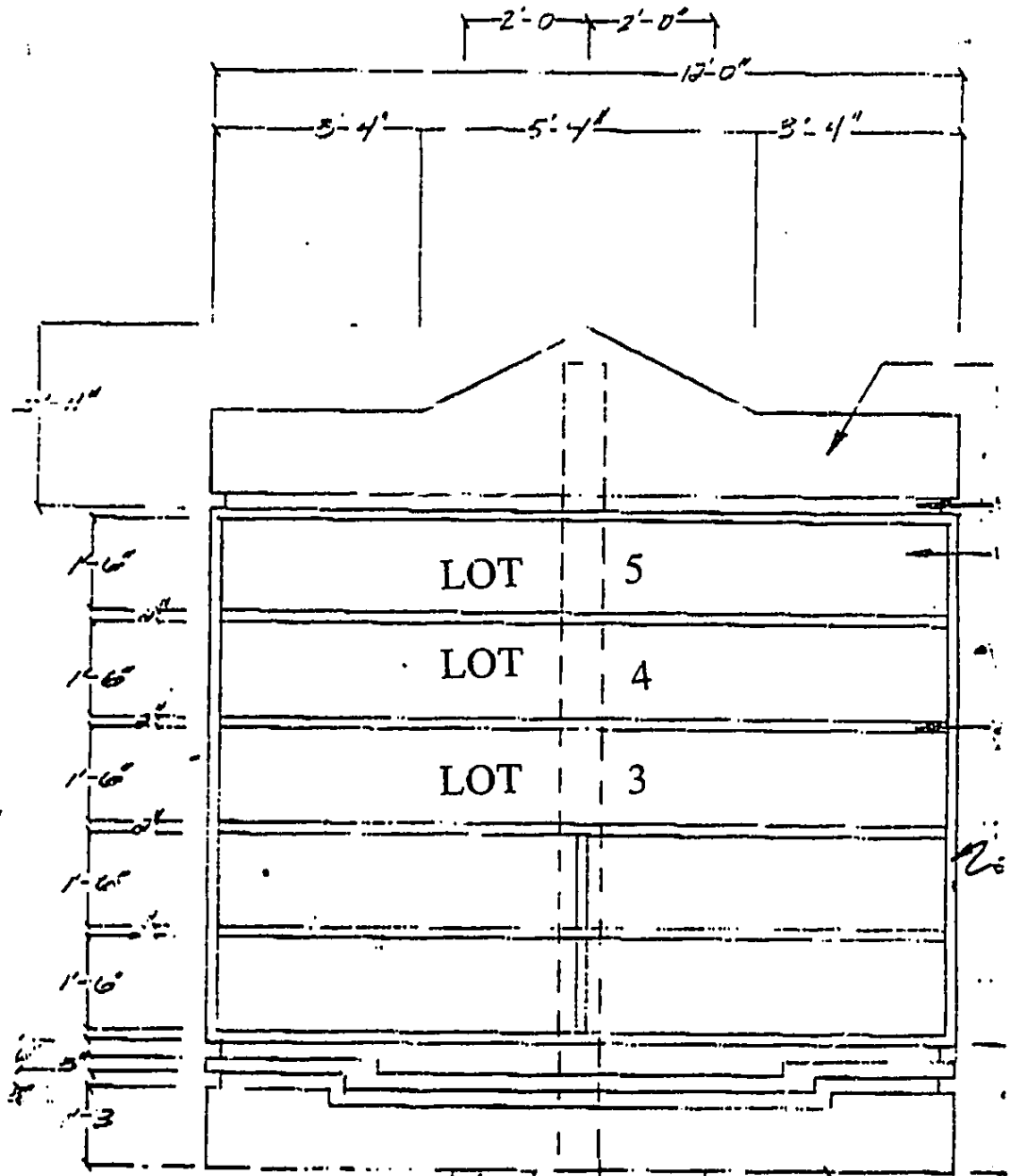
A portion of Lot 2, West Valley Commerce Center Subdivision, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder described as follows:

Commencing at a point which is South 1700.00' and East 224.02' From the East Quarter Corner of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence N66°04'40"E 15.00' thence; N23°55'20"W 15.00' thence; S66°04'40"W 15.00' thence; S23°55'20"E 15.00' to the point of beginning.

Containing 225.00 sq. ft.

BK7519PG0263

EXHIBIT "F"
MONUMENT SIGN A



BK 7519PG0264

EXHIBIT "G"
MONUMENT
SIGN EASEMENT
(NORTHEAST - DECKER LAKE DRIVE)

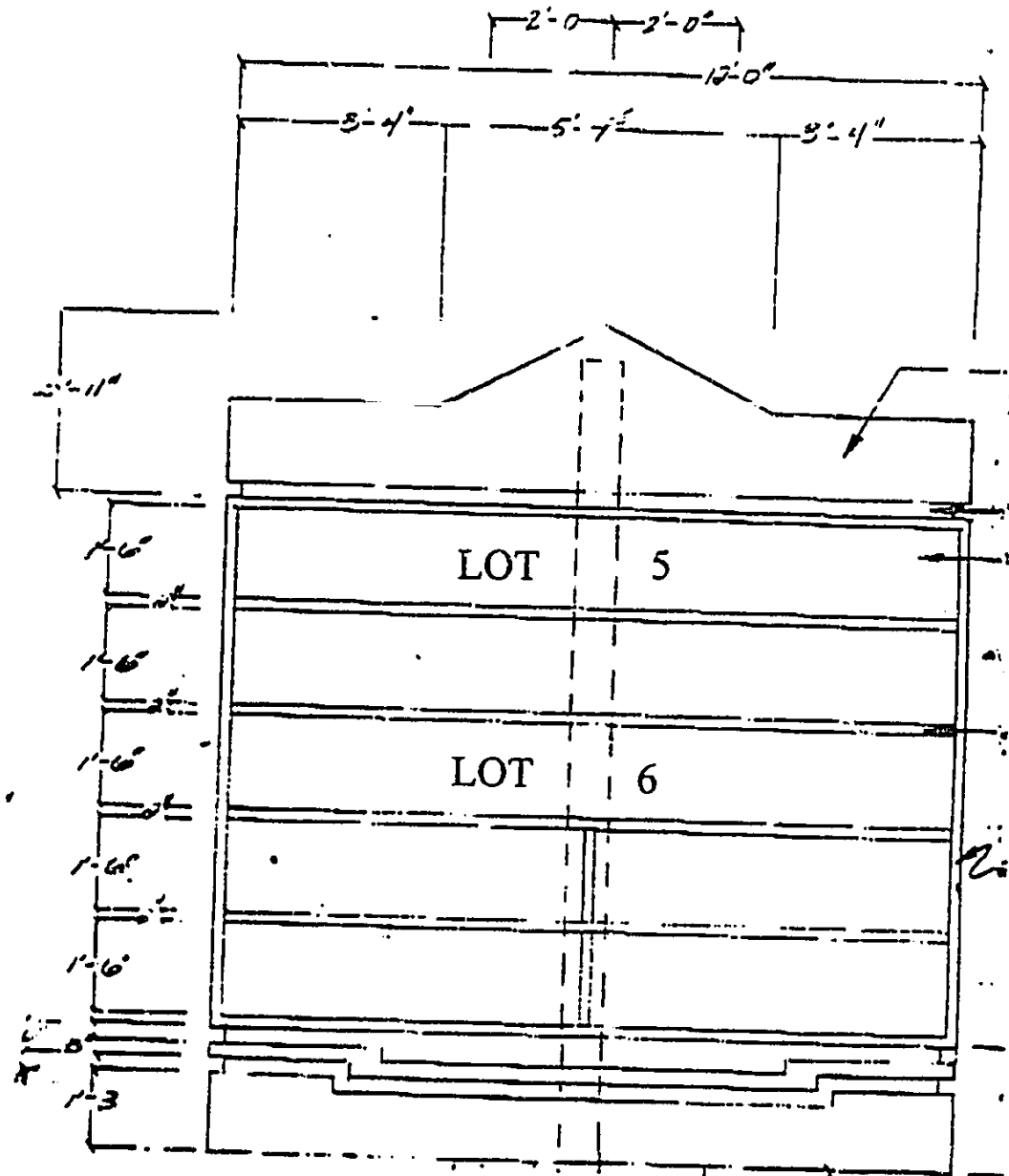
The following property located in Salt Lake County, Utah described as follows:

Commencing at a point which is East 34.54' and South 45.52' From the East Quarter Corner of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence East 15.00'; thence South 15.00'; thence West 15.00'; thence North 15.00' to the point of beginning.

Containing 225.00 sq. ft

BK 7519PG0265

EXHIBIT "H"
MONUMENT SIGN B



BK 7519PG0266