

When recorded, mail to: Quality for Animal Life, Inc., 6037 So. Highland Drive, Holladay, Utah 84121

DECLARATION OF ENDOWMENT COVENANT, CONDITIONS, AND RESTRICTIONS

This Declaration is made on the date herein set forth below by Michael Layton, and Autonomy, Inc., a corporation organized and existing under the laws of the State of Utah, who together shall hereinafter be referred to as "DECLARANTS".

WITNESSETH:

WHEREAS, DECLARANTS are the owners of parcels of land which adjoin one another, and which parcels are also located within the County of Salt Lake, State of Utah, and are more specifically described as follows, with the parcel identification number and name of the current owner and approximate street address captioned before the legal description:

17-02-400-004-0000 (Autonomy, Inc. 7901 E. I-80 East Freeway)
The North 2560 feet of the East 1/2 of the Southeast 1/4 of SECTION 2, Township 1 South, Range 2 East, SLM. 77.58 acres more or less.

17-02-400-003-0000 (Michael Layton. 8947 E. Parleys Canyon)
The East 1/2 of the Southeast 1/4 of SECTION 2, Township 1 South, Range 2 East. SLM, except the North 2600 feet thereof. 1.21 acres more or less.

17-02-400-005-0000 (Michael Layton. 7901 E. I-80 East Freeway)
The South 40 feet of North 2600 feet of the East 1/2 of the Southeast 1/4 of SECTION 2, Township 1 South, Range 2 East, SLM. 1.21 acres more or less.

WHEREAS, DECLARANTS herewith combine the above described parcels into one larger parcel by Special Warranty Deed(s) from each of the DECLARANTS to Quality for Animal Life, Inc., the entire 80 acres of which combined larger parcel shall hereafter be subject to the within Endowment Covenants, Conditions, and Restrictions, and shall be described as follows:

Combined parcels 17-02-400-003-0000, 17-02-400-004-0000 and 17-02-400-005-0000: Located at 7901 E. I-80 East Freeway)

The East 1/2 of the Southeast 1/4 of SECTION 2, Township 1 South, Range 2 East, Salt Lake Meridian. 80 acres

As a condition of receiving donation of 75 acres of the above described combined parcels, Quality for Animal Life, Inc. simultaneously herewith quit claim deeds 5 acres of the above combined parcels to Michael Layton (see accompanying quit claim deed).

It is further provided herein that Autonomy, Inc. is the sole fee simple owner of each of the following parcels of land, which are all situated in the County of Salt Lake, State of Utah and shall hereafter also be subject to the Endowment Covenants, Conditions, and Restrictions that are set forth in this instrument: (Pre-existing Endowment Covenants in favor of Grantee, Quality for Animal Life, Inc., on any of the following Parcels are hereby enhanced to the Conditions of the within instrument from and after the date hereon, only where different):

11739277
10/09/2013 03:14 PM \$90.00
Book - 10184 Pg - 2430-2441
GARY M. OTT
RECORDER, SALT LAKE COUNTY, UTAH

QUALITY FOR ANIMAL LIFE
6037 S HIGHLAND DR
HOLLADAY UT 84121
BY: ZJM, DEPUTY - 11 12 P.

08-35-257-044-0000 (Autonomy, Inc. 865 W 400 North)
The **East 4.5 feet of Lot 30**, Block 1, and the **West 4.5 feet of Lot 31**, Block 1,
University Subdivision of Block 75, Plat C, SLC Survey.

AND

08-35-257-045-0000 (Autonomy, Inc. 865 W 400 North)
The **East 8 feet of the West 12.5 feet of Lot 31**, Block 1, UNIVERSITY
SUBDIVISION of Block 75, Plat C, SLC Survey.

14-16-103-001-0000 (Autonomy, Inc. 1401 So. 8000 W. >> a 2 ft x
25 ft Lot)

Lot 22, Block 5, RITER SUBDIVISION.

14-21-200-026-0000 2198 So. 7400 W. [Autonomy, Inc.]

BEGINNING at a point which is 1963.5 feet West and 685.74 feet South FROM THE
Northeast CORNER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE
BASE AND MERIDIAN, and running thence East 491.81 feet; thence South 634.26 feet;
thence West 491.81 feet; thence North 634.26 feet TO THE PLACE OF BEGEGINNING. 7.16
ACRES.

AND

14-21-200-029-0000 2198 So. 7400 W. (Autonomy, Inc.)

BEGINNING at a point which is 1126.69 feet West AND South 946 feet more or less
from the Northeast Corner of Section 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE
BASE AND MERIDIAN; and running thence South 374 feet more or less; thence West 345
feet; thence North 374 feet more or less; thence East 345 feet more or less to the place of
BEGINNING. Approximately 3 acres.

14-30-209-026-0000 (Autonomy, Inc. 9021 West Magna Main Street)

This parcel is said to be included within a redevelopment area in 2013)

BEGINNING at a point which is East 1163.5 feet and South 15.6 feet From the
Northwest Corner of the Northeast ¼ of SECTION 30, TOWNSHIP 1 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN; and running thence South(0°52')easterly 122 feet; thence
North(88°53')easterly 17 feet more or less; thence North(0°52')westerly 122 feet; thence
South(88°53')westerly 17 feet more or less to the place of BEGINNING.

AND

14-30-209-027-0000 (Autonomy, Inc. 9021 West Magna Main Street)

This parcel is said to be included within a redevelopment area in 2013)

BEGINNING at a point which is East 1163.5 feet and South 15.6 feet and
North(88°53')easterly 17 feet From the Northwest Corner of the Northeast ¼ of SECTION 30,
TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; and running
thence South(0°52')easterly 122 feet; thence North(88°53')easterly 8 feet more or less; thence
North(0°52')westerly 122 feet; thence South(88°53')westerly 8 feet more or less to the place of
BEGINNING.

14-30-226-027-0000 (Autonomy, Inc. 2788 So. 8950 West)

This parcel is said to be included within a redevelopment area
in 2013)

Lot 3, and the South 23 feet of Lot 4, Block 3, MAGNA
ADDITION. Together with all of the vacated alley abutting on the
West.

14-30-226-032-0000 (Autonomy, Inc. 8997 West Magna Main Street)
(Acquired tax sale 2012 as part of parcel 029)

This parcel is said to be included within a redevelopment area
in 2013)

BEGINNING at a point which is East 1317 feet and
South(0°52')easterly 27.35 feet more or less From the NORTH
QUARTER CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN; and running thence
North(88°53')easterly 25 feet more or less; thence
South(0°52')easterly 54 feet more or less; thence
South(88°53')westerly 25 feet more or less; thence
North(0°52')westerly 54 feet more or less to the point of
BEGINNING.

14-32-201-059-1002 8227 W. 3500 So. [Autonomy, Inc. at Tax Deed 5-24-01]
This parcel is said to be included within a redevelopment area in 2013)

A 50% UNDIVIDED INTEREST IN: BEGINNING AT A POINT WHICH IS
SOUTH 882.78 FEET and EAST 1014.4 FEET and SOUTH(0°10'36")Westerly
6.06 FEET FROM THE NORTH ¼ CORNER OF SECTION 32, TOWNSHIP 1
SOUTH, RANGE 2 WEST, S L M; AND RUNNING

Thence South(38°08'21")Easterly 97.56 feet;
Thence Southeasterly along a curve to the Left 17.61 feet;
Thence South(89°52'22")Easterly 67.99 feet;
Thence Southeasterly along a curve to the Right 63.53 feet;
Thence South 11.14 feet;
Thence West 136.28 feet;
Thence South 180.06 feet;
Thence East 7 feet;
Thence South 63.87 feet;
Thence Northwesterly along a curve to the Left 59.83 feet;
Thence North(0°10'36")Easterly 358.29 feet
To the point of BEGINNING. 0.54 ACRES more or less.

14-33-152-024-0000 7960 W. Molly Dr. [Autonomy, Inc.]

[6-30-2006, Book 9314 pg 6447]

BEGINNING at the Northwest Corner of Lot 173, COPPER DOWNS
PHASE 1 SUBDIVISION; and running thence North(19° 57' 27")Easterly
8.023 feet; thence South(76° 16' 04")Easterly 33.272 feet; thence
South(68° 04' 18")easterly 36.08 feet; thence
South(66°46'52")easterly 0.866 feet; thence
South(19°57'27")westerly 7.902 feet; thence
North(68°04'18")westerly 36.08 feet; thence
North(76°13'48")westerly 34.14 feet to the place of BEGINNING.

14-33-152-027-0000 7924 W. Molly Dr. [Autonomy, Inc.]
[6-30-2006, Book 9314 pg 6448]

BEGINNING at the Northwest Corner of Lot 170, COPPER DOWNS PHASE 1 SUBDIVISION; and running thence North(19°57'27")easterly 4.679 feet; thence South(66°46'52")easterly 74.407 feet; thence South(19°57'27")westerly 3.003 feet; thence North(68°04'18")westerly 74.33 feet to the place of BEGINNING.

14-33-152-029-0000 7902 W. Molly Dr. [Autonomy, Inc.]
[6-30-2006, Book 9314, pg 6449]

BEGINNING at the Northwest Corner of Lot 168, COPPER DOWNS PHASE 1 SUBDIVISION; and running thence North(19°57'27")easterly 4.66 feet; thence South(73°32'36")easterly 72.591 feet; thence South(19°57'27")westerly 6.281 feet; thence North(72°15'53")westerly 72.51 feet to the place of BEGINNING.

14-33-184-020-0000 7752 W. Molly Cir. [Autonomy, Inc.]
[6-30-2006, Book 9314 pg 6450]

BEGINNING at the Northwest Corner of Lot 246, COPPER DOWNS PHASE 2 SUBDIVISION; and running thence North(32°31'18")easterly 7.996 feet; thence South(57°46'42")easterly 10.677 feet; thence South(57°52'40")easterly 63.313 feet; thence South(32°31'18")westerly 8.808 feet; thence North(57°08'44")westerly 63.28 feet; thence North(57°45'31")westerly 10.71 feet to the place of BEGINNING.

14-36-177-044-0000 5383 W. Fieldbury Cir. [Autonomy, Inc.]
[-30-11 book 09933 pg 7483]

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 415, OLD FARM STATION PLAT 4; and running thence South(67°00'11")westerly 43.50 feet; thence South(55°40'02')Westerly 66 feet; thence North(60°10'01")Easterly 108.097 feet TO THE PLACE OF BEGINNING.

15-02-153-021-0000 259 S. Navajo or 258 So. 1300 W.[AUTONOMY, INC.]

BEGINNING at a point which is 6 feet West FROM the Northwest CORNER OF LOT 35, BLOCK 9, HIGHLAND PARK ADDITION; and running thence West 21 feet; thence South 50 feet; thence East 21 feet; thence North 50 feet TO THE PLACE OF BEGINNING.

15-24-254-015-0000 (Autonomy, Inc. 267 W Crossroads Sq.)
(Tax Sale May 22, 2003)

BEGINNING at the Southwest Corner of Lot 6, Block 2, RURAL SUBDIVISION; and running thence North(89°57'40")Easterly 36.22 feet; thence North(0°04'30")Westerly 1.21 feet; thence South (89°57'40") West 36.22 feet; thence South (0°04'30") East 1.21 feet to the place of BEGINNING.

15-14-328-033-0000 1754 So. 1045 W. [AUTONOMY, Inc.]
[2012 TAX SALE 6-25-12 BOOK 10028 PG 7867, INDUSTRIAL LAND BY RAGING WATERS]
The **East 93 feet M OR L OF THE North 100 feet OF LOTS 10
THRU 22**, BLOCK 2N, BEYLE'S RIVERSIDE PLOT.

15-14-328-034-0000 1754 So. 1045 W. [AUTONOMY, Inc.]
[TAX SALE 2009 BOOK 09739 PG 5270, INDUSTRIAL PARCEL]
The **WEST 4 FEET OF LOTS 16, AND ALL OF LOT 17**, BLK 2N,
BEYLEY'S RIVERSIDE PLOT 0.09AC M OR L

15-23-303-038-0000 2480 So Chesterfield St.
[Autonomy, Inc. on 8-2-2005, Book 9167, pg 2845]
BEGINNING at the Northwest Corner of Lot 18, Block 18,
CHESTERFIELD PLAT A; and running thence South 87 feet; thence
East 242 feet; thence North 17 feet; thence West 143 feet;
thence North 70 feet; thence West 99 feet to the place of
BEGINNING.

TOGETHER WITH A Reciprocal RIGHT OF WAY AND Easement for
driveway purposes only, that is over the East 7 feet of above
property but also over the South 8 feet of Zona King's property
that is 70'x 143' and abutting East of the above described
parcel, thereby making the East to West driveway effectively 25
feet wide made up of 17 feet of the width being part of the
above described parcel and 8 feet of the width being part of the
parcel abutting on the East, and allowing an additional North to
South driveway right of way 7 feet wide over the East set back
on the above described parcel. This is interesting, because
fruit trees generally line the East boundary of Autonomy, Inc's
above described 7 foot wide North to South driveway right of
way, and an existing substantial fence has been constructed that
is about 7 feet West of Autonomy, Inc's above described 7 foot
wide North to South driveway right of way. Any temporary
fence(s) or shed(s) on Autonomy Inc.'s 7 foot wide driveway
right of way may remain until they obstruct an actual driveway
use of said RIGHT OF WAY AND Easement, which is specifically
described as: **BEGINNING** at a point which is 87 feet South and
242 feet East of the Northwest Corner of Lot 18, Block 18,
CHESTERFIELD PLAT A; and running thence North 25 feet; thence
West 143 feet; thence North 62 feet; thence West 7 feet; thence
South 87 feet; thence East 150 feet to the place of BEGINNING.

15-26-126-001-0000 2982 So. 900 W. (Autonomy, Inc.)
The easterly 52 feet of Lot 16, Block 5, CHESTERFIELD PLAT "A"

15-26-126-002-0000 2982 So. 900 W. (Autonomy, Inc.)
The easterly 52 feet of Lot 2, Block 5, CHESTERFIELD PLAT "A"

15-26-401-007-0000 3210 S. 900 W. [AUTONOMY, INC.]

BEGINNING at a point which is South(2°15')Easterly 584.51 feet and South(89°50')Easterly 290.68 feet FROM THE CENTER OF SECTION 26, T1S, R1W, SLM; and running thence North(89°50')Westerly 25 feet more or less; thence South(1°57')Easterly 203.42 feet; thence South(89°50')Easterly 25 feet more or less; thence North(1°57')Westerly 203.42 FT TO THE PLACE OF BEGINNING.

15-30-451-010-0000 3363 S. 4400 W. [AUTONOMY, INC.]

BEGINNING at a point which is 761.52 feet North and 233 feet East FROM THE SOUTH 1/4 CORNER OF SECTION 30, T1S, R1W, SLM; and running thence East 196 feet; thence North 88.5 feet; thence West 196 feet; thence South 88.5 feet TO the place of BEGINNING. 0.4 AC

16-04-303-011-0000 463 S. University St. [AUTONOMY, INC.]

BEGINNING at a point which is 158 feet South FROM the Northeast CORNER OF LOT 3, BLOCK 17, PLAT F. SLC SUR; and running thence West 6.33 feet; thence South 40 feet; thence East 6.33 feet; thence North 40 feet TO the place of BEGINNING.

Parcel # 16-05-353-010-0000 (Autonomy, Inc. 634 So. 700 E. rear)

COMMENCING 104 feet West from the Southeast Corner of Lot 7, Block 18, Plat "B", Salt Lake City Survey, and running thence North 33 feet; thence West 3 feet; thence South 33 feet; thence East 3 feet to the place of BEGINNING.

16-06-453-033-0000 354 E. Beldon Place (Autonomy, Inc.)

BEGINNING at a point which is North(0°02'13")Westerly 145 feet and South(89°57'38")Westerly 27.68 feet from the Southeast Corner of Lot 1, Block 22, Plat B, Salt Lake City, Survey, and running thence South(89°57'38")Westerly 1 foot; thence North(0°02'13")Westerly 65 feet; thence North(89°57'38")easterly 1 foot; thence South(0°02'13")easterly 65 feet to the place of BEGINNING.

16-06-476-041-0000 541-543 S. 500 E. [AUTONOMY, INC.]

BEGINNING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 24, PLAT B, Salt Lake City SURVEY, and running thence South 75.25 feet; thence East 84 feet; thence North 75.25 feet; thence West 84 feet to the place of BEGINNING.

TOGETHER WITH A RIGHT OF WAY OVER: BEGINNING at a point which is 75.25 feet South of the Northwest Corner of Lot 3, Block 24, Plat "B", Salt Lake City Survey; and running thence East 305.75 feet; thence along a curve Northeasterly with a radius of 10 feet, 15.7 feet; thence East 14.25 feet; thence South 34.5 feet; thence West 14.25 feet; thence along a curve Northwesterly with a radius of 10 feet, 15.7 feet; thence West 305.75 feet; thence North 14.5 feet to the point of BEGINNING.

16-07-152-021-1002 1/2 int driveway, 838 S. Edison St.
[Autonomy, Inc.]

A one-half interest in the following: BEGINNING at a point which is 1 ROD West and 35 feet North FROM the Southeast CORNER of LOT 6, BLOCK 2, PLAT A SLC SUR; and running thence West 100 feet; thence North 10 feet; thence East 100 feet; thence South 10 feet TO the place of BEGINNING.

16-07-152-039-0000 Autonomy, Inc. 838 So, Edison Street (a 1 foot protection strip)
BEGINNING 1 Rod West and 35 feet North from the Southeast Corner of Lot 6, Block 2, Plat A, Salt Lake City Survey, and running thence West 90 feet; thence South 34 feet; thence East 90 feet; thence North 34 feet to the place of BEGINNING, **except the North 33 feet thereof.** >>> This parcel is also *more clearly described as* follows:

BEGINNING 1 Rod West and 2 feet North from the Southeast Corner of Lot 6, Block 2, Plat A, Salt Lake City Survey, and running thence West 90 feet; thence South 1 foot; thence East 90 feet; thence North 1 foot to the place of BEGINNING.

16-07-176-043-0000 837 S. Edison St. Flag lot [AUTONOMY, INC.]
BEGINNING at a point which is 1 Rod East and 17 feet North from the Southwest Corner of LOT 7, BLOCK 2, PLAT A, Salt Lake City SURVEY; and running thence North 10 feet; thence East 90 feet; thence North 34 feet; thence West 90 feet; thence North 1 foot; thence East 8 RDS; thence South 45 feet; thence W 8 Rods to the place of BEGINNING.

SUBJECT TO AND TOGETHER WITH A RIGHT OF WAY OVER:

BEGINNING 1 Rod East and 18 feet North from the Southwest Corner of Lot 7, Block 2, Plat A, Salt Lake City, SURVEY, and running thence North 9 feet; thence East 90 feet; thence South 9 feet; thence West 90 feet to the place of BEGINNING.

ALSO, TOGETHER WITH A RIGHT OF WAY OVER:

BEGINNING 1 Rod EAST and 9 Rods South of the Northwest Corner of Lot 7, Block 2, Plat "A", Salt Lake City SURVEY, and running thence East 9 Rods; thence South 22 Rods; thence West 9 Rods; thence North 1 Rod; thence East 8 Rods; thence North 20 Rods; thence West 8 Rods; thence North 1 Rod to the place of BEGINNING.

16-17-406-020-0000 1141 E. Blaine Ave (Autonomy, Inc. by tax deed 5-24-01)

BEGINNING at a point which is East 334 feet and North 150 feet from the Southwest Corner of Lot 11, Block 1A, 5 ACRE PLAT A, BIG FIELD SURVEY, and running thence East 48.3 feet; thence South(52° 33' 23")Westerly 8.22 feet more or less; thence West 41.77 feet; thence North 5 feet more or less to the point of BEGINNING.

16-17-406-021-0000 1141 E. Blaine Ave (Autonomy, Inc.)

BEGINNING at a point which is 334 feet East and 145 feet North from the Southwest Corner of Lot 11, Block 1A, 5 ACRE PLAT A, BIG FIELD SURVEY, and running thence East 41.77 feet; thence South(52° 33' 23")Westerly 51.78 feet more or less to a point due South of the place of beginning; thence North 33 feet more or less to the place of BEGINNING.

16-18-152-019-0000 1546-50-54 SO. STATE. [Autonomy, Inc.]

ALL OF LOTS 26, 27, and 28, STEEL CHAMBERLAIN SUBDIVISION, together with the following described parcel adjoining on the West: BEGINNING at the Southeast Corner of Lot 25, STEEL CHAMBERLAIN SUBDIVISION, and running thence East 16.5 feet; thence North 110.55 feet; thence West 16.5 feet; thence South 110.55 feet to the point of BEGINNING.

WHEREAS, DECLARANTS desire to establish the within Endowment Covenants, Conditions, and Restrictions, for the purpose of defining endowment right parameters of the subject property, including any and all adjoining land which becomes used, purchased with, and/or combined with it in the future, and enforcement of same, which Endowment Covenants, Conditions, and Restrictions shall be in force upon execution hereof, and shall continue to be in force for a TERM of less than eighty six years from the date of execution hereon to the 1st day of January, 2099 A.D.

WHEREAS, DECLARANTS desire to support Grantee, Quality for Animal Life, Inc., by establishing an endowment, for the benefit of Grantee, each time said property is encumbered, sold, and/or conveyed.

NOW THEREFORE, in consideration of Ten and no/100 dollars, hereby paid in cash from Grantee to each of the DECLARANTS, the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable considerations, and of the recognition by Grantee of the within contribution that is donated by DECLARANTS as the Grantors of this instrument, DECLARANTS hereby declare that the hereinabove described property, both in its combined legal description as well as individual parcels, shall be held, sold, and conveyed subject to the within Endowment Covenants, Conditions, and Restrictions, which are for the purpose of maintaining and enforcing endowment rights which shall run with the real property and shall be binding on all parties having any right, title, and/or interest in the described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit and responsibility of each owner and/or contract buyer and/or lender and/or any other interested party thereof until the 1st day of January, 2099 A.D., or by termination by Grantee at it's sole discretion, which ever occurs first.

ARTICLE I: DEFINITIONS

For the purposes of this instrument, the definitions are the same as are found in Article I of that certain DECLARATION OF ENDOWMENT COVENANTS, CONDITIONS, AND RESTRICTIONS, which was recorded on September 22, 1987, with the Utah County Recorder, State of Utah, as Entry #35950, Book 2454, Pages 588 through 591.

ARTICLE II: AGREEMENT BY OTHER INTERESTED PARTIES

Each future owner and/or Lender and/or Contract Buyer and/or Lessee of the land who owns improvements thereon and pledges a lease thereon as a security interest for construction or other financing thereon, of any part of said property described herein and/or any improvements thereon, by acceptance of a deed, security interest or authority, lease, or contract of purchase or other conveyance therefore, whether or not it shall be so expressed in such deed, security instrument or authority, contract, or other conveyance or loan, is deemed to agree to the provisions of this Declaration.

ARTICLE III: COVENANTS, CONDITONS, AND RESTRICTIONS

SECTION 1: During the TERM of these Endowment Covenants, Conditions, and Restrictions, said property and/or the improvements thereon, **shall not be sold, encumbered, conveyed, nor allowed access across by any new party, without payment of one-percent (1%) of the fair market value of said property and any other property or land or improvements with which it becomes sold, developed, combined, or encumbered, as well as the improvements thereon, payable to Grantee within 30 days** thereof, regardless of the amount of any encumbrance, except as provided in Section 2 hereinafter. **Payment of same shall be** the sole responsibility of those future Owners, Lenders, Contract Buyers, and/or Lessees of the land that pledge their lease as a security instrument, having interest in said property, and shall be **timely paid as an endowment amount to Quality for Animal Life, Inc., (GRANTEE), 6037 So. Highland Drive, Holladay, Utah 84121, or as directed by Grantee in any NOTICE TO WHOM IT MAY CONCERN** which Grantee chooses to record with regard to the subject property and/or any other property or land or improvements with which it becomes sold, developed, combined, or encumbered. By way of further clarification, any and all adjoining land and improvements thereon which become sold, conveyed, and/or used with the hereinabove described property shall be part of the basis for determining the fair market value upon which said one-percent (1%) endowment payment is determined, and each time such endowment payment accrues the determination of fair market value of the project in which the subject property is involved shall be made by Grantee using such comparable valuations, assessments, appraisals, and other market value factors as Grantee, in its sole discretion may reasonably determine. Partitioning and/or subdividing of any parcel subject to this instrument shall not diminish the binding effect hereof, and combining any parcel, or part thereof that is subject to this instrument, with any adjoining land, shall expand the force and effect of this instrument to include all land with which any part of any parcel subject hereto is combined.

SECTION 2: Said one-percent (1%) endowment amount shall be determined each time that it accrues from the fair market value of the project in which the subject property is involved, by methods determined by the Board of Trustees of Grantee, in its sole discretion. Pursuant to the Minutes of a Trustee's Meeting of Grantee that was held on January 17, 2000, "the standard for the one-percent endowment amount which accrues to **Quality for Animal Life, Inc.** each time that the property is Sold or Encumbered is the MARKET VALUE, at that specific time. The title restrictions on the property are clear that whether this property becomes sold at a bargain or at a windfall, the standard of the one-percent endowment to be paid to Quality for Animal Life, Inc. is the Market Value, not the Sale Price". In the event that any given endowment amount that becomes due to GRANTEE herein, is not timely paid within the 30 days provided for in Section 1 of this Article III, then said endowment amount and accruing interest, together with an administrative fee in the amount of \$1080.00, and costs including attorney fees and any costs of collection and suit, shall stand as a first priority encumbrance on the herein described property with interest accruing thereon at the rate of 18% per annum, compounded daily, from the date that each such subject endowment amount becomes due beyond said 30 days of its accrual, with addition of costs and interest thereon as they accrue. Any encumbrance(s) created by non-payment of said one-percent (1%) endowment amount(s) shall take priority over encumbrances owed to anyone prior to the date of accrual of the subject one-percent (1%) endowment amount, and shall in any event take priority over any and all mortgages, Trust Deed Notes, Loans, or any other encumbrances which become owed by and/or to any the Owners, Lender, Lessees who pledge their lease as a security instrument, and/or Contract Buyers having an interest in said property described hereinabove from and after the date of recording of this instrument with the County recorder, State of Utah, in which the herein above described property is situated.

SECTION 3: Owners, Access Users, Lenders, Lessees who pledge their lease as a security instrument, and/or Contract Buyers having an interest in said property described hereinabove, shall be responsible to obtain and record a Notice to Whom it May Concern, executed by Grantee, at the time of satisfactory payment of each of said one-percent (1%) endowment amounts which accrue. No such one-percent (1%) endowment amount that accrues shall be satisfied until such Notice to Whom it May Concern, executed by Grantee, is recorded upon said property with the County recorder, State of Utah, in which the herein above described property is situated, where Grantee states therein that the specific one-percent (1%) endowment amount that accrued on a given date pursuant to a specific Loan, Sale, Conveyance, or other instrument which gave rise to such accrual, has been paid or otherwise satisfied. The amount of all accrued endowments together with the cost of recording said Notice to Whom it May Concern and a preparation fee equal to 9 times said cost of recording, must be paid to Grantee in legal tender acceptable to Grantee, by each party that owes an endowment amount hereunder each time that such endowment amounts accrue, and prior to recording of said Notice to Whom it May Concern. Grantee shall have no obligation to provide such a Notice to Whom it May Concern to anyone, unless all past and present one-percent (1%) endowment amounts that have accrued, together with administrative fees, costs, and accrued interest, are paid in full.

SECTION 4: That during the term of this instrument, no additional Covenants, Conditions, Easements, Restrictions, or Conditional Uses, shall be imposed upon the hereinabove described property without written consent of Grantee and payment of a reasonable consideration therefore to be determined at the discretion of Grantee.

SECTION 5: Grantee, at its sole discretion, may foreclose any encumbrance(s) owed to Grantee herein as if such encumbrance(s) is/are owed under a Deed of Trust, and in accordance with the Rules under a Utah Deed of Trust, and/or the Utah Code, with respect to such foreclosure and the appointment of a Trustee for the purpose of administering a Trust Deed.

SECTION 6: In the event that property taxes and/or any encumbrance or lien that is/are pre-existing to the recording of this instrument or superior in priority of encumbrance to this instrument as are property taxes which can foreclose this document if not timely paid, are not paid within 30 days of their due date or any required installment thereof, Grantee has the right and option at its sole discretion to pay any delinquent encumbrance in full which is superior to this Declaration, including by way of final tax sale in order to receive a fee simple tax deed to all or part of the subject property, and to thereupon treble the amounts so paid as well as any one-percent (1%) endowment amounts owed hereunder and the associated costs, to an amount that is treble or three-percent (3%) and tree times the cost as well as three times any amount paid at tax sale or otherwise, at the same 18% per annum interest compounded daily. Further, Grantee may keep full ownership to all or part of the subject property that it purchases by fee simple tax deed at any such tax sales, and to use or dispose of the property acquired by fee simple tax deed as it chooses, as well as to continue to receive the benefits of this instrument as it continues to encumber any and all portions of the subject property that may not be sold at tax sale. Further, **the owner(s) that sign herein below, and all future Owners, Lenders, and Contract Buyers, that obtain an interest in the herein above described property after the date of recording of this instrument, shall Notify Grantee by certified mail to Grantee's address herein given above, of any and all pending tax sale proceedings pertaining to any part of the herein described property that is pending within 60 days prior to the scheduled date of any final tax sale. In the event that said owner(s) and each future Owner, Lender, and Contract Buyer, fail to timely so notify Grantee by certified mail, then each of them shall pay Grantee a "failure to notify fee" of \$1,080.00 in each instance, which amounts if not promptly paid shall stand as a first lien on the herein described property, together with any other amounts that become owed herein.**

Michael Layton, and corporate officer who sign this instrument (together the DECLARANTS) certify that this instrument, and the Endowment Covenants, Conditions and Restrictions conveyed hereby, is authorized by said DECLARANTS, and was duly authorized under a resolution that was duly adopted by the Governing Board of Autonomy, Inc. and any other companies that are parties hereof, at a lawful meeting or meetings held and attended by a quorum.

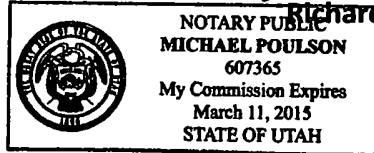
EXECUTED AND ENTERED BY DECLARANTS on the 8th day of October, 2013.

Michael Layton:

[Handwritten signature of Michael Layton]
.....

Autonomy, Inc., with its Corporate SEAL By:

[Handwritten signature of Richard Jones]
.....
Richard Jones, President



STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 8th day of October, 2013, personally appeared before me, **Michael Layton** , and **Richard Jones**, the signers of the within instrument, where said agent(s) acknowledged to me that **Michael Layton** hereby executed and is bound to this instrument with full intent to establish the within endowment covenants, conditions and restrictions in favor of Grantee, and where said **Richard Jones** duly acknowledged to me that he executed the same with full intent to establish the within endowment covenants, conditions and restrictions in favor of Grantee on behalf of **Autonomy, Inc.**, and that he is the **President of Autonomy, Inc.**, and that the within instrument was signed by him in behalf of said corporation by authority of a resolution of its Governing Board and said Richard Jones acknowledged that said corporation executed the same and that the seal affixed hereto is the **SEAL** of said corporation.

Notary Public: *[Handwritten signature]*
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