

WHEN RECORDED, MAIL TO:  
Avalon Properties, L.C.  
4425 South 500 West, Suite A  
Murray UT 84123

E 1136177 B 1790 P 684  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1994 AUG 11 4:08 PM FEE 12.00 CEP JB  
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

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### RESTRICTIVE COVENANT

THIS AGREEMENT is made and entered into this 10 day of <sup>August</sup> ~~July~~, 1994, by and between AVALON PROPERTIES, L.C., a Utah limited liability company, hereinafter referred to as "AVALON", and SUPER WASH, INC., an Illinois Corporation, hereinafter referred to as "SUPER WASH";

WHEREAS, SUPER WASH is purchasing from AVALON a parcel of real property located at approximately 600 North Highway 106, Kaysville, Davis County, State of Utah, which property is described as follows:

Beginning on the Easterly right-of-way line of State Highway 106 at a point which is North 46° 25' West 703.50 feet and North 75° 10' West 453.99 feet along said Easterly line from the Southwest corner of Block 17, Plat D, Kaysville Townsite Survey, part of which lies in Section 34, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 75° 10' 00" West 110.00 feet along said right-of-way line; thence North 14° 50' 00" East 139.99 feet; thence South 75° 10' 00" East 110.00 feet; thence South 14° 50' 00" West 139.99 feet to the point of beginning (hereinafter referred to as "Parcel C");

- 321-000 1

WHEREAS, AVALON is the owner of the adjacent real property now being used as a shopping center which is described as follows:

Beginning on the Easterly right-of-way line of State Highway 106 at a point which is North 46° 25' West 703.50 feet and North 75° 10' West 249.27 feet from the Southwest corner of Block 17, Plat D, Kaysville Townsite Survey, part of which lies in Section 34, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 75° 10' 00" West 35.36 feet along the said Easterly right-of-way line; thence North 43° 35' 00" East 159.67 feet; thence North 75° 10' 00" West 478.29 feet to the Southeasterly line of 600 North Street; thence North 14° 12' 00" East 43.64 feet along said Southeasterly line to a point of curve; thence Northeasterly 275.94 feet along an 1132.00 foot radius curve to the right to a point of reverse curve (radius point bears North 61° 50' 00" West); thence Northeasterly 190.31 feet along a 431.36 foot radius curve to the left to a point of reverse curve (radius point bears South 87° 06' 39" East); thence Northeasterly 143.26 feet along a 255.51 foot radius curve to the right to a point (radius point bears South 54° 59' 09" East) on said curve, thence South 43° 14' 00" East 725.47 feet; thence South 43° 35' 00" West 459.96 feet to the point of beginning (hereinafter referred to as "Parcel A"); and

WHEREAS, the conveyance of Parcel "C" to SUPER WASH is subject to this restrictive covenant as to the use of such property;

NOW, THEREFORE, in consideration for the conveyance of Parcel "C" by AVALON to SUPER WASH and of the mutual covenants contained herein, the parties hereto agree as follows:

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1. SUPER WASH agrees that it shall not use the Parcel "C" property for any business or activity that would compete with or be detrimental to the businesses of the tenants of the adjoining shopping center located on Parcel "A" and specifically such property shall not be used for any vehicle repair or service shop, vehicle wrecking or salvage facility, junk yard, machine shop, paint shop, manufacturing facility, any food processing, sales or restaurant facility, planing mill or woodworking plant, sheet metal works, animal pound or veterinary hospital, for the use or storage of any hazardous materials as defined under federal or state laws or regulations, or for any use that would constitute a nuisance or hazard under state or local laws, ordinances or regulations.

2. The covenants contained herein shall run with the land and this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused the names of their duly authorized officers, members or agents to be signed hereunder.

SUPER WASH, INC.  
an Illinois corporation

BY: Joseph B. Hermes  
Joseph B. Hermes, Vice President

AVALON PROPERTIES, L.C.  
a Utah limited liability company

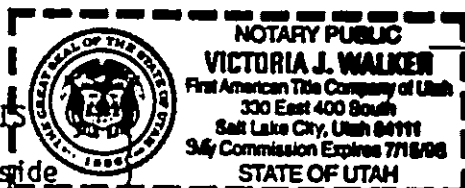
BY: Harden W. Breinholt  
Harden W. Breinholt, Member  
BY: Keith Romney, Jr.  
Keith Romney, Jr., Member

STATE OF UTAH

County of Salt Lake

ss.

On the 10<sup>th</sup> day of <sup>August</sup> JULY, 1994, personally appeared before me HARDEN W. BREINHOLT and KEITH ROMNEY, JR., known to me to be the members of AVALON PROPERTIES, L.C., a Utah limited liability company, signers of the foregoing instrument, who duly acknowledged to me that they executed the same as Members of AVALON PROPERTIES, L.C.



Victoria J. Walker  
NOTARY PUBLIC

STATE OF ILLINOIS

County of Whiteside

On the 15<sup>th</sup> day of July, 1994, personally appeared before me JOSEPH B. HERMES, known to me to be the Vice President of SUPER WASH, INC., an Illinois corporation, signer of the foregoing instrument, who duly acknowledged to me that he executed the same as Vice President of SUPER WASH, INC.

"OFFICIAL SEAL"  
LUELLEN K. BELT  
Notary Public, State of Illinois  
My Commission Expires 10/14/95

L. Ellen K. Belt  
NOTARY PUBLIC