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ERNEST D ROWLEY, WEBER COUNTY RECORDER
01-FEB-07 2:11 PM FEE \$45.00 DEP JPM
REC FOR: LANKMARK TITLE

WHEN RECORDED, PLEASE RETURN TO:

Robert A. McConnell
Parr Waddoups Brown Gee & Loveless
185 South State Street, Suite 1300
Salt Lake City, Utah 84111

**DECLARATION
OF
EASEMENTS, COVENANTS AND RESTRICTIONS**

THIS DECLARATION (this "Declaration") is executed to be effective as of the 24 day of January, 2007, by Martha M. Craig, Trustee of the Martha M. Craig Revocable Living Trust ("Subway"), whose address for the purposes hereof is 594 North 2100 West, Westpoint, Utah 84015, RIVERDALE CENTER II, L.C., a Utah limited liability company ("Riverdale II"), whose address is 90 South 400 West, Suite 200, Salt Lake City, Utah 84101, and RIVERDALE CENTER IV, L.C., a Utah limited liability company ("Riverdale IV"), whose address is 90 South 400 West, Suite 200, Salt Lake City, Utah 84101.

RECITALS:

A. Subway, Riverdale II and Riverdale IV own three separate but adjoining parcels of real property located in Weber County, State of Utah (i.e. Parcel A, Parcel B, and Parcel C, respectively).

B. Subway, Riverdale II and Riverdale IV desire to create certain rights-of-way, easements and restrictions among the said parcels.

AGREEMENT:

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned agree as follows:

1. Definitions. As used in this Declaration, each of the following terms shall have the indicated meaning:

"Easement Area" means all those certain portions of the Parcels that are from time to time designed and/or otherwise designated for vehicular and pedestrian movement, including, without limitation, roads, driveways, walkways and sidewalks. The Easement Area shall also include, for the benefit of Parcel C, that portion of Parcel A that is designated on the Site Plan as the

"Shared Garbage Enclosure," which Shared Garbage Enclosure shall include garbage disposal facilities for the joint use of the Owners of Parcel A and Parcel C. The Easement Area shall not include any parking areas, but shall include drive lanes through such parking areas. The Easement Area located on a particular Parcel may be modified from time to time after its initial construction by the Owner of such Parcel, provided, however, that the Easement Area, as modified, shall provide vehicular and pedestrian ingress and egress to the other Parcels that is substantially similar to and as practically useful as the ingress and egress prior to such modification.

"Mortgage" means a mortgage or a deed of trust recorded in the official records.

"Mortgagee" means the mortgagee under a mortgage, or the beneficiary under a deed of trust, recorded in the official records.

"Official records" means the official records of the Weber County Recorder, State of Utah.

"Owner" means the person that at the time concerned is the legal owner of record (in the official records) of a whole or undivided fee interest in any portion of any Parcel. If there is more than one Owner of a Parcel at the time concerned, the obligations and liabilities of each such Owner for performance under, and compliance with, the applicable provisions of this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a Mortgage, the term "Owner" shall not mean a Mortgagee unless and until such Mortgagee has acquired title to the Parcel concerned pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure.

"Parcel A" means the real property located in Weber County, Utah, described as follows:

A part of the Northwest Quarter of Section 8, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

06-028-0007

Beginning at a point on the Westerly right of way line of Riverdale Road, said point being 1323.18 feet South 1°00'35" West along the Section line and 598.14 feet South 88°59'25" East from the Northwest Corner of said Section 8; and running thence South 38°44'02" West 75.15 feet along said Westerly right of way; thence North 79°50'28" West 4.02 feet to the New Westerly right-of-way line of Riverdale Road (SR-26), which is 56.5 feet perpendicularly distant Northwesterly from the existing centerline of said road; thence South 38°25'10" West 48.95 feet along said new right-of-way line; thence North 51°35'37" West 91.09 feet; thence North 79°50'28" West 36.56 feet; thence Northerly along the arc of a 13.73 foot radius curve to the left 21.45 feet (Central Angle equals 89°30'19" and Long Chord bears North 6°26'33" West 19.33 feet); thence North 51°11'42" West 35.56 feet; thence North 38°48'08" East 63.03 feet; thence South 78°05'28" East 31.02 feet; thence South 89°41'28" East 14.21 feet; thence South 68°22'35" East 16.93 feet; thence South 51°29'55" East 42.85 feet; thence South 78°05'28" East 87.20 feet to the point of beginning.

Contains 16,431 Square Feet or 0.377 Acres

PER DEF: TAX PARCEL # 06-028-0007
P# 06-003-0003

"Parcel B" means the real property located in Weber County, Utah, described as follows:

06-028-0009 /, 06-274-0002 /

A part of the Northwest Quarter of Section 8, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at the Southwest Corner of Lot 2, Riverdale Center II Subdivision, Riverdale City, Weber County, Utah; said point being 1111.12 feet South 1°00'35" West along the Section line and 261.52 feet South 78°05'28" East from the Northwest Corner of said Section 8; and running thence North 13°35'10" East 268.96 feet; thence South 76°24'50" East 158.53 feet; thence North 13°35'10" East 36.33 feet; thence North 25°21'26" East 38.51 feet; thence South 66°49'12" East 41.48 feet; thence South 51°31'42" East 302.37 feet to the Westerly line of Riverdale Road; thence two (2) courses along said Westerly line as follows: South 38°24'20" West 217.50 feet and South 78°05'28" East 18.52 feet to the New Westerly right-of-way line of Riverdale Road (SR-26), which is 56.5 feet perpendicularly distant Northwesterly from the existing centerline of said road at UDOT Project No. SP-0026(4)0 engineering station 145+80.13; thence South 38°25'10" West 106.32 feet; thence North 78°05'28" West 82.78 feet; thence North 51°29'55" West 42.85 feet; thence North 68°22'35" West 16.93 feet; thence North 89°41'28" West 14.21 feet; thence North 78°05'28" West 67.15 feet; thence North 11°03'04" East 75.97 feet to the South line of Lot 2 of said Riverdale Center II Subdivision; thence North 78°05'28" West 141.52 feet along said South line of Lot 2 of said subdivision to the point of beginning.

Contains 142,358 Square Feet or 3.268 Acres

"Parcel C" means the real property located in Weber County, Utah, described as follows:

06-003-0003 /, 06-274-0005 /, 06-030-0030 /

A part of the Northeast Quarter of Section 7 and the Northwest Quarter of Section 8, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at the Northwest corner of Lot 4, Riverdale Center II Subdivision, a Commercial Subdivision in Riverdale City, Weber County, Utah which is 1064.81 feet South 1°00'35" West along the Section line and 240.48 feet North 88°59'25" West from the Northwest corner of said Section 8; and running thence South 78°05'28" East 647.93 feet along the South boundary of said subdivision; thence South 11°03'03" West 75.97 feet; thence South 78°05'28" East 36.13 feet; thence South 38°48'08" West 63.03 feet; thence South 51°11'42" East 35.56 feet to a point of curvature; thence Southerly along the arc of a 13.73 foot radius curve to the right a distance of 21.45 feet (Central Angle equals 89°30'19" and Long Chord bears South 6°26'33" East 19.33 feet); thence South 79°50'28" East 36.56 feet; thence South 51°35'37" East 91.09 feet to the New Westerly right-of-way line of Riverdale Road (SR-26), said point being 56.5 feet perpendicularly distant Northwesterly from the existing centerline of said road; thence four (4) courses along said road right-of-way as follows: South 38°25'10" West 355.31 feet parallel to said centerline to UDOT Project No. SP-0026(4)0 engineering

For REF: TRX PLANET # 06-274-0002
06-028-0009

A.S.

For REF: TRX PLANET # 06-274-0005
06-003-0003 (P)
06-028-0001 (P)
06-030-0030 (P)

station 139+94.47; South 38°25'10" West 26.44 feet; North 71°37'02" West 2.83 feet; and South 38°29'55" West 102.28 feet; thence North 50°54'27" West 4.39 feet to a non-tangent point of curvature; thence Southwesterly along the arc of a 20.50 foot radius curve to the right a distance of 31.99 feet (Central Angle equals 89°24'39" and Long Chord bears South 83°47'52" West 28.84 feet); North 51°29'48" West 45.81 feet to a point of curvature; thence Northwesterly along the arc of a 159.00 foot radius curve to the left a distance of 68.23 feet (Central Angle equals 24°35'08" and Long Chord bears North 63°47'22" West 67.71 feet) to a point of tangency; thence North 76°04'56" West 234.91 feet; thence South 13°55'04" West 12.00 feet; thence North 76°04'56" West 143.01 feet to a point of curvature; thence Northwesterly along the arc of a 130.50 foot radius curve to the right a distance of 55.38 feet (Central Angle equals 24°18'49" and Long Chord bears North 48°50'07" West 54.96 feet) to a point of reverse curvature; thence Northwesterly along the arc of a 64.50 foot radius curve to the left a distance of 19.05 feet (Central Angle equals 16°55'22" and Long Chord bears North 45°08'24" West 18.98 feet) to a point of reverse curvature; thence Northwesterly along the arc of a 60.50 foot radius curve to the right a distance of 48.07 feet (Central Angle equals 45°31'25" and Long Chord bears North 30°50'22" West 46.82 feet) to a non-tangent point; thence North 13°49'01" East 374.93 feet; thence North 13°53'52" East 161.17 feet along the Easterly right-of-way line of Pacific Avenue to the point of beginning.

Contains 433,065 Square Feet or 9.942 Acres

"Parcels" means Parcel A, Parcel B and Parcel C, collectively, and "Parcel" means either Parcel A, Parcel B or Parcel C, individually, where no distinction is required by the context in which such term is used.

"Shared Garbage Enclosure" is defined in the definition of Easement Area above.

"Site Plan" means the Site Plan attached as Exhibit A, incorporated in this Declaration by this reference.

2. Grant of Access Rights-of-Way and Easements. The Parcels (but no other real property) shall have appurtenant thereto and shall be benefited by, and the Easement Area shall be subject to and shall be burdened by, a perpetual, non-exclusive right-of-way and easement for pedestrian and vehicular ingress and egress only (no parking) on, over and across the Easement Area. Parcel C shall have appurtenant thereto and shall be benefited by, and the Shared Garbage Enclosure shall be subject to and shall be burdened by, a perpetual, non-exclusive right-of-way and easement for use by the Owner of Parcel C (together with the Owner of Parcel A) for storage of garbage containers and temporary storage of garbage within such containers. The foregoing right-of-way and easements shall be limited to use for such purposes and to such extent as may be customary to the use of the Parcels for general commercial purposes, which shall include reasonable and customary deliveries.

3. No Interference. Except to the extent necessary (on a temporary basis) for reasonable construction, for repair and maintenance, for traffic regulation and control or to prevent a public

dedication or the accrual of any rights to the public, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of the rights-of-way and easements granted in Paragraph 2 above shall be constructed or erected, nor shall any Owner in any other manner obstruct or interfere with the use of such rights-of-way and easements.

4. Construction and Maintenance. Promptly after execution of this Declaration (but only to the extent that such improvements are not already in existence), the Owner of Parcel C, at its sole cost and expense, shall cause the hard-surface improvements to the Easement Area located on the Parcels to be paved with a surfacing material of asphalt, concrete, or other hard-surface paving material, and the Owners of Parcel A and B hereby grant to the Owner of Parcel C and its contractors a license to enter upon their respective Parcels for such purpose. In addition, the Owner of Parcel C, at its sole cost and expense, shall construct and maintain in good condition on an ongoing basis, the Shared Garbage Enclosure, and the Owner of Parcel A hereby grants to the Owner of Parcel C and its contractors a license to enter upon Parcel A for such purpose. The cost and expense of such improvements shall be paid by the Owner of the Parcel C. The Owner of Parcel A shall not be required to reimburse the Owner of Parcel C for the initial installation of the hard-surface improvements to the Easement Area or the Shared Garbage Enclosure. Each Owner shall at all times maintain or cause to be maintained that portion of the Easement Area located on such Owner's Parcel in a reasonably good, clean and safe condition and repair, reasonably free from debris, rubbish, snow, ice and other materials; provided, however, the Owners may coordinate in the selection of a contractor who they may jointly utilize in order to complete the foregoing maintenance of the Parcels. The Owners of Parcel A and Parcel C shall pay for their respective garbage removal costs with respect to the garbage collection containers located in the Shared Garbage Enclosure. Each Owner shall provide such parking spaces on its Parcel as is required by law given the particular use of such Parcel as conducted and in existence from time to time. If any Owner fails to comply with the provisions of this Section 4, any other Owner may (but is not obligated to), after giving twenty (20) days' written notice to the non-complying Owner, perform or cause to be performed such work as is necessary to cause the Easement Area to so comply. In such event, all sums reasonably expended and all costs and expenses reasonably incurred by such other Owner in connection with such work shall bear interest from the date expended or incurred (as the case may be) at the rate of twelve percent (12%) per annum until paid or otherwise satisfied in full, and shall be paid promptly to such other Owner by the non-complying Owner on written demand.

5. Prohibited Uses. No portion of the Parcels shall be used or operated for any business or operation that is inconsistent and incompatible with the operation and reputation of a first class, family-oriented retail/entertainment center or for any use which is repugnant to the sensibility of the community in general, including, without limitation: (i) a store primarily selling or leasing sexually explicit materials; (ii) a movie theater primarily showing "X" rated or other sexually explicit, youth-restricted movies; (iii) a massage parlor (but not including a day-spa or beauty parlor which offers legitimate massage services); (iv) a so-called "head shop" or drug paraphernalia store; (v) a store showing so-called "peep" shows; (vi) a facility featuring strip tease acts, nude or topless dancing or similar activities; (vii) a store primarily selling items concerning sexuality (e.g. a so-called "sex shop"); (viii) any store which features in its storefront displays, advertising or otherwise in a manner

readily visible from outside such premises, lingerie or swimwear or sexually provocative clothing or models (such as for example, the typical "Victoria's Secret" stores operated as of the date hereof, or (ix) an off-track betting parlor, or (x) a funeral home or mortuary.

6. Duration. This Declaration and each right-of-way, easement, covenant and restriction set forth in this Declaration shall be perpetual.

7. Not a Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Parcels for the general public or for any public purpose whatsoever, it being the intention of the undersigned that this Declaration be strictly limited to the purposes expressed in this Declaration.

8. Appurtenances to Parcels; Covenants Run with Land; Various Events.

8.1 Appurtenances to Parcels. Each right-of-way, easement, covenant and restriction created by this Declaration is an appurtenance to the Parcel benefited by such right-of-way, easement, covenant and restriction (but no other real property) and may not be transferred, assigned or encumbered except as an appurtenance to the benefited Parcel. For the purposes of each such right-of-way, easement, covenant and restriction, the benefited Parcel shall constitute the dominant estate and the burdened Parcel shall constitute the subservient estate.

8.2 Covenants Run with Land; Various Events.

8.2.1 Covenants Run with Land. Each right-of-way, easement, covenant and restriction contained in this Declaration (whether affirmative or negative in nature) shall (a) create an equitable servitude on the burdened Parcel in favor of the benefited Parcel (but no other real property), (b) constitute a covenant running with the land, (c) benefit and bind every person having any fee, leasehold, Mortgage lien or other interest in any portion of the Parcel concerned to the extent that such portion is affected or bound by the right-of-way, easement, covenant or restriction in question, or to the extent that such right-of-way, easement, covenant or restriction is to be performed on such portion, and (d) benefit and bind any Owner whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or other means.

8.2.2 Transfer of Parcel. If any Owner transfers all or any portion of the Parcel owned by such Owner, the transferee shall automatically be deemed to have assumed and agreed to be personally bound by the covenants of such Owner contained in this Declaration, and if the transferring Owner has by such transfer transferred all of such Owner's ownership interest in such Parcel, such transferring Owner shall be released and discharged from all obligations under this Declaration that accrue after the date of recordation in the official records of the instrument effecting such transfer.

8.2.3 Effect of Breach. No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration (but such limitation shall not affect any other right or remedy or limit any obligation that any Owner may have under this Declaration by

reason of any such breach), or defeat or render invalid the lien of any Mortgage made in good faith and for value as to any Parcel, except as provided in Paragraph 9.

8.2.4 Identical Ownership. The ownership of both Parcels by the same person shall not result in the termination of this Declaration.

8.2.5 Priority of Declaration. The interests in and rights concerning any portion of the Parcels held by or vested in the undersigned or any other person on or after the date of this Declaration shall be subject and subordinate to the arrangement provided for in this Declaration, and the arrangement provided for in this Declaration shall be prior and superior to such interests and rights, as may be necessary to effectuate all of the terms and provisions set forth in this Declaration.

9. Lien. If the failure to timely pay any sum when due under this Declaration is not cured within ten (10) days after written notice is given by any Owner to the defaulting Owner, such sum and any subsequent delinquencies may be secured by a lien against all or any portion of the defaulting Owner's Parcel. Such lien shall be evidenced by a notice of lien or similar instrument filed for record by the nondefaulting Owner in the official records. A copy of such notice of lien or similar instrument shall be given by the nondefaulting Owner to the defaulting Owner within ten (10) days following recordation in the official records. Such notice of lien or similar instrument shall set forth the unpaid amount, the date such amount was due and a description of the property subject to such lien, and shall be signed by the nondefaulting Owner. Any such lien may be foreclosed in the same manner as is provided under applicable law for the foreclosure of Mortgages, but shall be subject and subordinate to (a) each Mortgage affecting the defaulting Owner's Parcel at the time such notice of lien or similar instrument is recorded, (b) this Declaration, (c) each (recorded or unrecorded) utility easement, right-of-way or similar interest affecting the defaulting Owner's Parcel at the time such notice of lien or similar instrument is recorded, (d) the interest of the tenant or lessee under each lease, rental agreement or similar instrument (whether recorded or unrecorded) affecting the defaulting Owner's Parcel at the time such notice of lien or similar instrument is recorded, and (e) the lien for general taxes and other governmental assessments, but shall be prior and superior to all other interests or estates (whether recorded or unrecorded at the time such notice of lien or similar instrument is recorded) in or respecting the defaulting Owner's Parcel.

10. Modification. This Declaration and any right-of-way, easement, covenant or restriction contained in this Declaration may not be terminated, extended, modified or amended without the consent of each Owner, and any such termination, extension, modification or amendment shall be effective on recordation in the official records of a written document effecting the same, executed and acknowledged by each Owner; provided, however, that no such termination, extension, modification or amendment shall affect the rights of any Mortgagee holding a Mortgage constituting a lien on any Parcel unless such Mortgagee consents to the same in writing.

11. Attorneys' Fees. If any Owner brings suit to enforce or interpret this Declaration or for damages on account of the breach of any provision of this Declaration, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in any

such action or in any appeal from such action, in addition to the other relief to which the prevailing party is entitled.

12. General Provisions. This Declaration shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. This Declaration shall inure to the benefit of, and be binding on, each Owner and the heirs, personal representatives, successors and assigns of each Owner. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Declaration shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Declaration.

THE UNDERSIGNED have executed this Declaration to be effective as of the date first set forth above.

[Signatures appear on the following 3 pages.]

Subway:

Martha M. Craig Revocable ^{Living} Trust, by its
Trustee, Martha M. Craig

By: Martha M. Craig
Martha M. Craig, Trustee

STATE OF UTAH)
) SS:
COUNTY OF DAVIS)

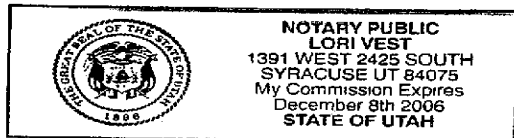
On the 20 day of Oct, 2006, personally appeared before me Martha M. Craig, the
signer of the above instrument, who duly acknowledged to me that he executed the same, as Trustee
of the Martha M. Craig Revocable*Trust.

*Living

[SEAL]



Notary Public



Riverdale II:

Riverdale Center II, L.C.,
a Utah limited liability company, by its
Manager,

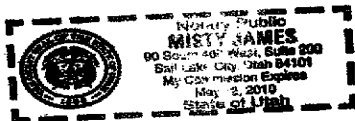
Riverdale Center II Manager, Inc., a Utah
corporation

By: [Signature]
Name: STEVEN B. OSTER
Title: MANAGER SECRETARY

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On the 19 day of January, 2007, personally appeared before me
Steven B. Oster, the signer of the above instrument, who duly acknowledged to
me that he executed the same, as the MANAGER SECRETARY of Riverdale Center II
Manager, Inc., the Manager of Riverdale Center II, L.C., a Utah limited liability company.

[SEAL]



Misty James
Notary Public

Riverdale IV:

Riverdale Center IV, L.C.,
a Utah limited liability company, by its
Manager,

The Boyer Company, L.C., a Utah limited
liability company

By: *[Signature]*
Name: Devon M. Glenn
Title: Manager

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On the 24 day of January, 2007, personally appeared before me
Devon M. Glenn, the signer of the above instrument, who duly acknowledged to me that
he executed the same, as a Manager of The Boyer Company, L.C., a Manager of Riverdale Center
IV, L.C., a Utah limited liability company.

[SEAL]



Misty James
Notary Public

Exhibit A
to
Declaration of Easements, Covenants and Restrictions

[See attached Site Plan]

CONSENT AND SUBORDINATION

The undersigned are the Trustee and Beneficiary, respectively, named in that certain Deed of Trust dated August 15, 1990, and recorded August 17, 1990 as Entry No. 1116531 in Book 1585 at Page 682 of the records of the Weber County Recorder wherein Martha Craig Brown is named as Trustor. The terms of said Deed of Trust were modified by that certain Loan Modification Agreement dated June 2, 2004, executed by and between Martha Craig, fka Martha Craig Brown, and America First Federal Credit Union, recorded June 9, 2004 as Entry No. 2036330 of the records of the Weber County Recorder (the above described Deed of Trust and the Loan Modification Agreement are hereinafter collectively referred to as the "Deed of Trust"). The Deed of Trust encumbers the Revised Craig Property described in the Declaration of Easements, Covenants and Restrictions (the "Declaration") to which this Consent and Subordination is attached.

For valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned hereby ratify, approve and accept the terms of the Declaration and subordinate their interests as Trustee and Beneficiary under the terms of the Deed of Trust to the Declaration with the result being that the Declaration shall have priority over the Deed of Trust to the same degree and with the same effect as if the Declaration had been executed and recorded prior to the execution and recordation of the Deed of Trust. A foreclosure of the Deed of Trust shall not extinguish or impair the existence or priority of the Declaration.

BENEFICIARY:

AMERICA FIRST CREDIT UNION,
a Utah corporation

By: _____

Its: _____

Shari Cheney
Manager

TRUSTEE:

LANDMARK TITLE COMPANY,
a Utah corporation

By: *Shari Cheney*

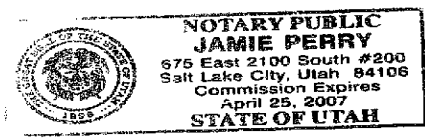
Its: *president*

STATE OF UTAH
COUNTY OF SALT LAKE

On the 4th day of January, 2007, personally appeared before me
Shari Cheney, the Manager of America First
Credit Union, a Utah corporation, who duly acknowledged to me that he executed the
foregoing instrument pursuant to a resolution of the Board of Directors of said
corporation

Jamie Perry

Residing: 4/25/07
Commission Expires: Salt Lake City, Utah



STATE OF UTAH
COUNTY OF SALT LAKE

On the 31 day of January, 2007, personally appeared before me Jeffrey J.
Jensen, the President of Landmark Title Company, who duly acknowledged to me that he
executed the foregoing instrument pursuant to a resolution of the Board of Directors of
said corporation.

Jamie Perry

Residing: 4/25/07
Commission Expires: Salt Lake City, Utah

