

D. Earl Ellis  
EGSmetro Construction Corporation  
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Los Angeles, California 90009

Recorded DEC 10 1975 at 3:27 p.m.  
Request of Western States Title Company  
KATIE L. DIXON, Recorder  
Salt Lake County, Utah  
\$ 29.00 By [Signature] Deputy  
REF. \_\_\_\_\_

2771029

DECLARATION OF COVENANTS AND RESTRICTIONS AND

GRANT OF EASEMENTS

THIS DECLARATION is made this 9th day of November, 1975, by EGSmetro CONSTRUCTION CORPORATION, a California corporation, hereinafter referred to as "Owner".

DEE:3 AC  
10-14-75  
GG:4  
11-21-75

Sandy,  
Utah

1. Statement of Facts.

(a) Owner is the owner in fee of that certain real property in the County of Salt Lake, State of Utah, sometimes hereinafter referred to as the Shopping Center and more particularly described in Exhibit "A", attached hereto and made a part hereof by this reference.

(b) Owner is in the process of improving portions of the property and constructing thereon a shopping center.

(c) Owner is about to, or may hereafter, sell, dispose of, convey, lease or hypothecate a portion or portions of the property.

(d) Owner desires to subject portions of the property to the easements, covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth pursuant to a general plan of improvement of the property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

2. Common Plan.

(a) Owner declares and certifies it has established a plan for the protection, maintenance and improvement of said property, and has fixed and does hereby fix the easements, covenants, and reservations upon, and subject to which the affected parcels of said Shopping Center shall be used, held, leased or sold, or conveyed by the Owner, whether by operation of law or otherwise, and each and all of which is and are for the benefit of said property, and of each owner of land therein, whether present or future, and which shall inure and pass with said property, and each and every parcel of land therein, and shall apply to and bind the Owner, its heirs, executors, administrators and successors in interest, to the extent set forth herein.

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(b) Owner's predecessor has leased the land in the Shopping Center described as Parcel A to the S. S. Kresge Company, and this Declaration is and shall be subordinate to said lease with the S. S. Kresge Company, unless the S. S. Kresge Company signs this Declaration or, in a recorded document, subordinates said lease to the Declaration.

(c) The easements, covenants and reservations set forth in this Declaration are primarily for the benefit of Parcel A and Parcel C, and Owner may record another declaration in the future for the primary benefit of Parcel A and Parcel B, which future declaration shall be consistent with the matters set forth herein.

3. The Property. The property which is legally described in Exhibit "A" is likewise shown upon a map attached hereto and made a part hereof, marked Exhibit "B". The Shopping Center is divided into three Parcels, which are legally described on Exhibit "A" as Parcel A, Parcel B and Parcel C, and they are generally identified on Exhibit "B". The metes and bounds descriptions in Exhibit "A" are controlling.

4. Other Definitions.

(a) Persons. The word "person" or "persons" means and includes individuals, partnerships, trusts, firms, associations and corporations, and any other form of business entity.

(b) Building Areas. Each area permitted for construction or use for commercial purposes will be referred to as a "building area." Building area uses include sales and service, warehousing, storage, clerical, office, and employees' facilities areas. Building area excludes truck ramps and loading and delivery areas, whether or not situated within a building or other enclosure.

(c) Common Areas. The Common Area of Parcel A is that area of Parcel A other than building areas and Common Service Areas. The Common Area of Parcel C is that area other than building areas, provided that, with the prior written consent of the S. S. Kresge Company, no part of Parcel C shall be considered as Common Area as long as the primary business conducted on Parcel C is that of an automotive fuel center.

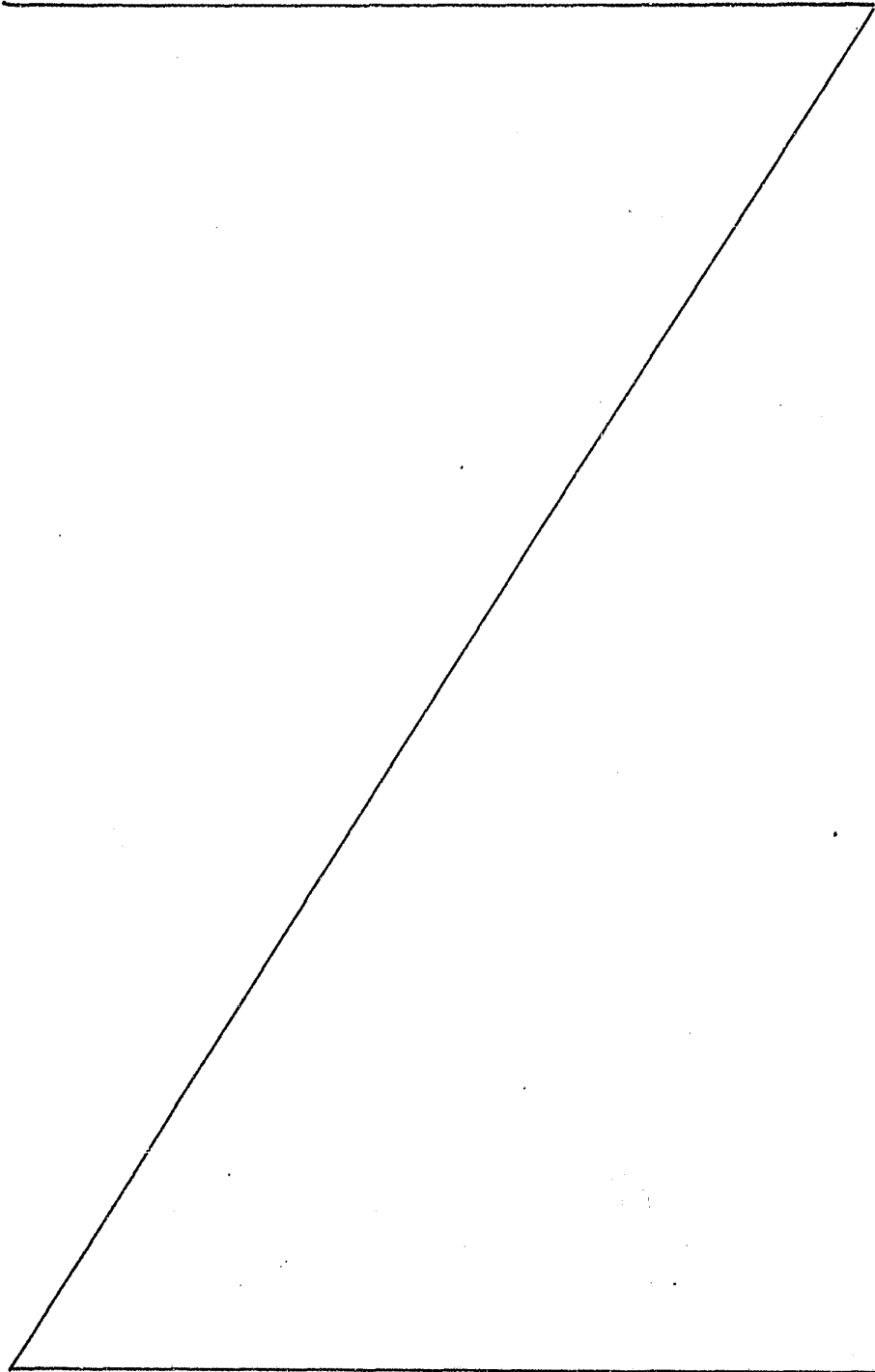
(d) Common Service Areas. The Common Service Area of Parcel A is shown on Exhibit "C".

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(e) The word "parcel" means Parcel A, Parcel B, and/or Parcel C, as the context requires.

(f) The phrase "common facilities" refers to those areas of Parcel A and Parcel C other than building areas, whether or not part of the Common Area.

(g) The phrase "major tenant" means any party leasing or owning more than twenty thousand (20,000) square feet of building area in the Shopping Center.



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5. Parking and Common Area Easements.

(a) Parking and Ingress, Egress. Non-exclusive parking, ingress and egress easements appurtenant to and for the benefit of Parcel C are hereby created over, in, upon and across the Common Parking Areas (excluding the Common Service Area) of Parcel A. Non-exclusive parking, ingress and egress easements appurtenant to and for the benefit of Parcel A are hereby created over, in, upon and across any future Common Areas on Parcel C. These easements are for the following purposes:

(1) The parking of passenger vehicles and pedestrian and vehicular traffic of the owners of the respective dominant parcels and their respective heirs, successors, grantees, mortgagees, tenants and subtenants and all persons who now own, hold or hereafter own or hold portions of real property within one of the dominant parcels or leasehold estate, or any interest therein, or building space thereon; and their respective tenants and subtenants thereof; and the customers, visitors, and other licensees and invitees of any of them, but not their employees.

(2) The ingress, egress and regress of any of the above designated persons and their employees, and all their passenger vehicles, to any and from any portion of the Common Areas and public streets adjacent thereto;

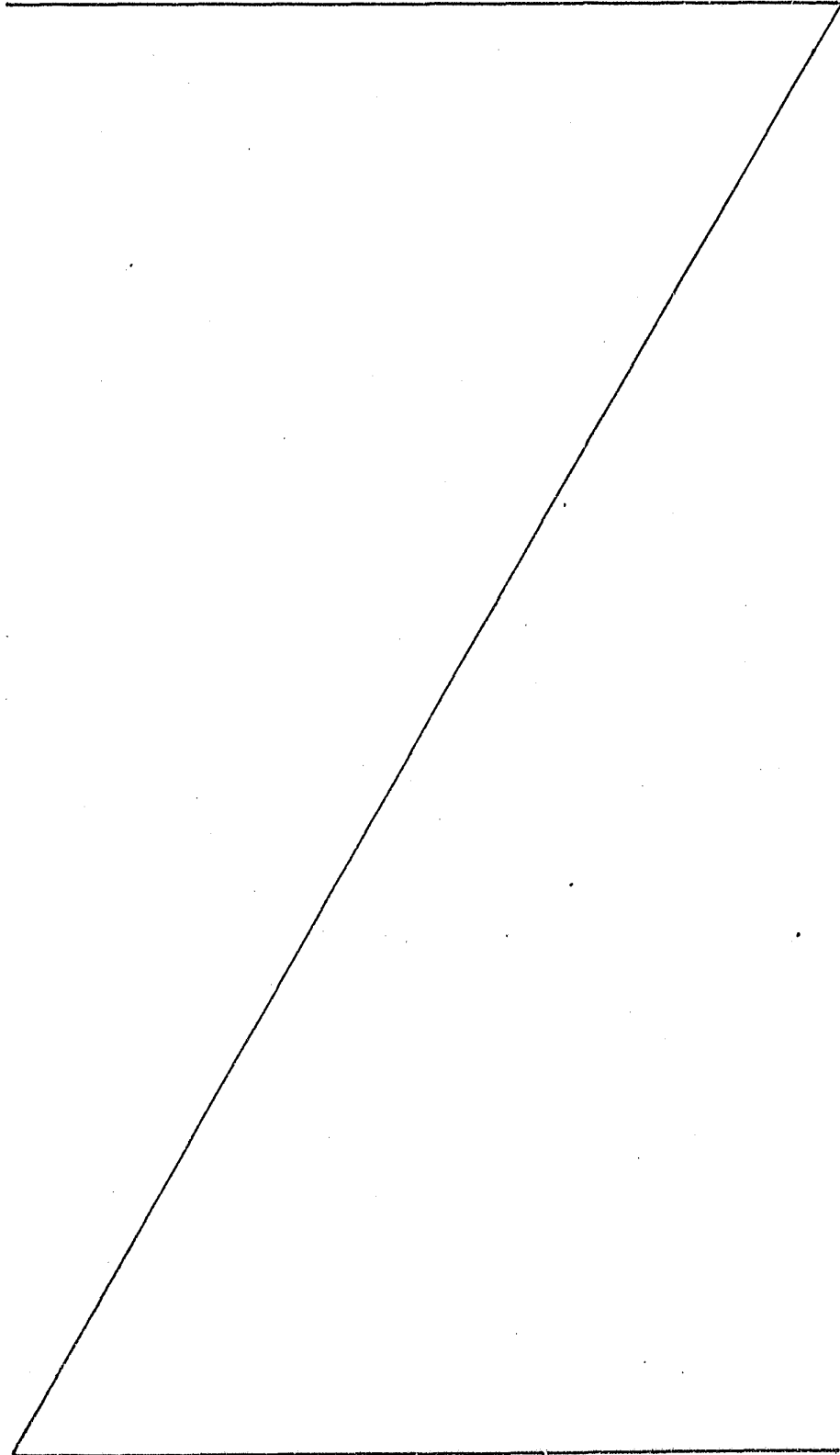
(3) The installation, maintenance and operation, within the confines of existing easements (including easements created by this Declaration and the Declaration recorded concurrently covering Parcels A and B) of the Common Areas, of public utilities serving the Building Areas, together with and including vaults, manholes, meters, pipelines, valves, hydrants, sprinkler controls, conduits and related facilities, and sewage facilities, all of which (except hydrants) shall be even with or below the surface where reasonably possible and consistent with the rules and practices of the utility companies.

(4) The movement of pedestrians and passenger vehicles between mercantile business and professional establishments and professional establishments and occupants located or to be located within said Building Areas.

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The owner of Parcel A shall not rearrange the configuration of the Common Areas within twenty feet (20') of the common boundaries of Parcel A and Parcel C in any manner that would deny any of the persons described in Paragraph 5(a)(2) of unobstructed access, egress and ingress between the southern and western boundaries of Parcel C.



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(b) Utility Easement. The following non-exclusive easement for the benefit of and appurtenant to Parcel A and Parcel B for water is hereby created over, in, upon and across Parcel C. The water easement is twenty feet (20') in width, and the center line of the easement is depicted on Exhibit "E".

6. Building Areas.

(a) Restriction. No building of any kind will be constructed, installed or maintained above the surface of the ground of Parcel A within that area specifically designated on Exhibit "D" as a "No Building Area."

(b) Parcel C Restriction. No building on Parcel C shall have a building area of more than 4,500 square feet.

(c) Building Size Limits. This Declaration imposes no other limitation on building areas, signs, or heights. In addition, it is specifically recognized that the major tenant of Parcel A has the right to build a maximum of ten thousand square feet (10,000') of additional buildings or structures or expand its store within the area identified on Exhibit "D" as "Permissible Building or Expansion Area."

7. Signs. No sign or billboard will be constructed, used, maintained, erected, displayed or permitted on or about any portion of Parcel C except wall and pylon signs, provided such signs shall be utilized solely for the purpose of advertising the name of the respective tenants thereto, and that such signs shall not be located on the property identified as Parcel A. The owner of Parcel A may permit the tenants of Parcel A to erect one or two pylon-type signs upon Parcel A and to use the lighting standards in the Common Areas of Parcel A for advertising of such tenants' products and services.

8. No Barriers.

(a) No raised curbing, fence, division, rail, hedge, walls or obstructions of any type or kind shall ever be placed, kept, permitted or maintained along the common boundary lines between Parcel A and Parcel C, except as expressly permitted in subparagraph (b) herein.

(b) Raised curbing, bumper stops, and planter walls may be placed and maintained along parts of the common boundary lines of Parcel A and Parcel C, as long as they do not interfere with the access between the two Parcels as shown on Exhibit "F".

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9. Common Facilities Improvements.

(a) Prior to the occupancy of any building erected upon any parcel or portion thereof, the owner of that parcel shall improve or cause to be improved for parking and service, as herein contemplated, all portions of the common facilities herein established for that parcel, including concrete walkways along the front of any building erected.

(b) The construction of the common facilities shall include the minimum parking spaces required by Paragraph 10 and adequate parking aisles, driving aisles and driveways to the public streets adjacent to that parcel or portion thereof, and shall conform to the requirements of Paragraph 14 herein.

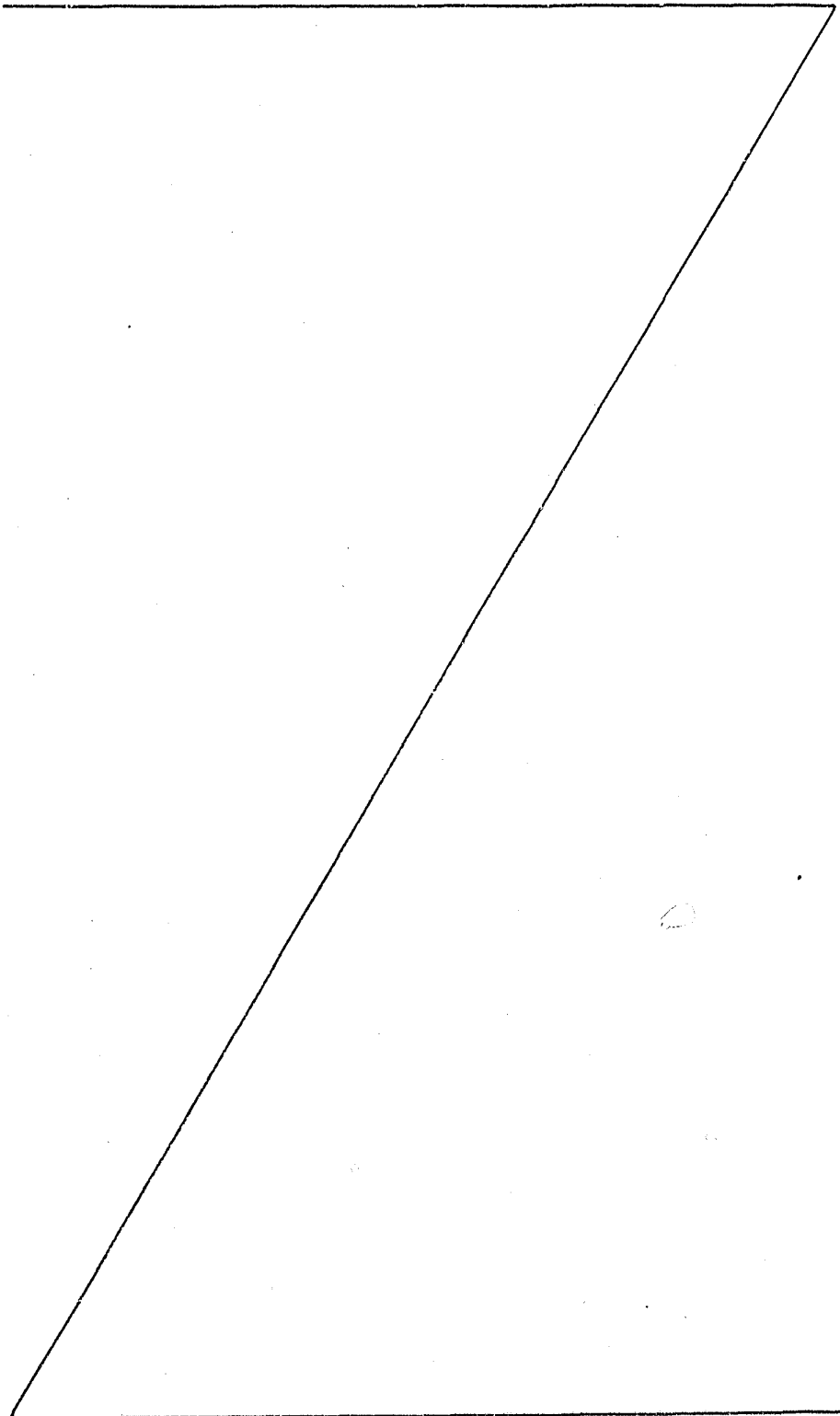
(c) The improvement or use, or improvement and use of any portion of the parcel for parking or service shall not be construed as a permanent inclusion thereof with the Common Areas, as herein defined, and such portions may at any time thereafter be improved with buildings and appurtenances as herein contemplated, if not prohibited. Such areas so improved or used shall be released from the easements created herein in subparagraph 5(a).

10. Minimum Parking Requirements. The owner of Parcel C shall provide for and maintain not fewer than twenty-two (22) parking spaces with adequate driveways and aisles within the common area of Parcel C, provided however, as long as Parcel C is used primarily for the retail sale of automotive fuel and oil, the owner of Parcel C shall be required to provide for and maintain only five (5) parking spaces, with adequate driveways and aisles within the common area of Parcel C. Furthermore, with the prior written consent of the S. S. Kresge Company, as long as Parcel C is used primarily for the retail sale of automotive fuel and oil, the owner of Parcel C may provide for and maintain, in lieu of the five (5) parking spaces, only five (5) service stalls used in conjunction with the business of an automotive fuel center on Parcel C. No building shall ever be occupied on Parcel C unless this requirement is met.

11. Restricted Uses. Neither the Shopping Center nor any part of it will be used, and no building or other improvement will be constructed, maintained or used for any purpose other than the following: those generally located in similar shopping centers in Utah. Such purposes

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include, without limiting the foregoing, food market, retail, office and service establishments (including without limitation, financial institutions, brokerage houses, restaurants, automotive service stations, travels and other agencies). Such purposes exclude, without limiting the foregoing, automotive sales, display areas, bowling alleys, skating rinks, motion picture theatres, other similar recreational uses, mortuary,



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commercial laundry plant, transportation depot of any sort, and similar establishments unless specifically approved in writing by all of the owners of each parcel; provided, however, Parcel C only may be used for the purpose of a health club or spa. This restriction is for the sole purpose of maintaining the integrity and adequacy of the Common Areas.

12. Common Service Area. The Common Service Area of Parcel A shall be used for the following purposes only:

(a) The ingress, egress and regress of delivery and service trucks and vehicles to and from the Building Area or any portion thereof and the public streets adjacent to any parcel, for the delivery of goods, wares, merchandise and the rendition of services to said owners, and their respective heirs, successors, and grantees and assigns, and all persons who now hold or thereafter own or hold portions of the Building Area or any leasehold estate, or any other interest therein, or building space thereon, and the respective tenants and subtenants thereof; and the officers, directors, concessionaires, agents, employees, and licensees of any of them;

(b) The ingress, egress and regress of any of the above designated persons and the vehicles thereof, to and from any portion of any parcel and the public streets;

(c) The installation, operation, repair, replacement and maintenance of public utility services together with vaults, manholes, meter, pipelines, valves, hydrants, conduits, poles and related facilities, and sewage services, serving the Building Area;

(d) Subject to adequate provision for the uses set forth in subparagraphs (a), (b) and (c) above, rearrangement and reconstruction of truck loading and unloading areas, including ramps, docks and similar facilities; trash, refuse, and garbage contained storage areas; the opening of doors of the Building Area onto and over the Common Area adjacent to the rear of the Building Area; areas for the parking of the automobiles of the employees of the occupants of any Building Area; and other incidental and related facilities;

(e) The temporary parking or standing of trucks, tractors, trailers and other delivery vehicles used in conjunction with the exercise of any of the activities described in subparagraph (a) above;

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(f) The construction, maintenance, repair, replacement and reconstruction of any mall, wall, landscaped area, including planters, planting boxes, edgers, sprinkler and valves, all as may be required by competent local authority.

13. Common Areas.

(a) The "Common Areas" of Parcel A, other than those areas designated as Common Service Areas, and the "Common Areas" of Parcel C shall be used for the following purposes only:

(1) The parking of passenger vehicles and the pedestrian and vehicular traffic, of the owner of any and all parcels and their respective heirs, successors, assigns, grantees, mortgagees, tenants, subtenants, and all persons who now own, hold or hereafter own or hold, portions of real property within any of the parcels or any leasehold estate, or any other interest therein, or building space thereon; and the respective tenants or subtenant thereof; and the officers, directors, concessionaires, agents, employees, customers, visitors and other licensees and invitees of any of them;

(2) The ingress, egress and regress of any of the above designated persons, and the vehicles thereof, to any and from any portion of the Common Areas and the public streets adjacent to the Common Areas;

(3) The installation, maintenance and operation, within the confines of the Common Parking Areas of underground public utilities services serving the Building Areas, together with and including vaults, manholes, meters, pipelines, valves, hydrants, sprinkler controls, conduits, and related facilities, and sewage facilities, all of which (except hydrants) shall be even with or below the surface;

(4) The movement of pedestrian and passenger vehicles between mercantile, business and professional establishments and occupants located or to be located within said Building Areas;

(5) The provision of other facilities such as mail boxes, public telephones, newspaper racks, and benches for the comfort and convenience of customers, visitors, invitees, licensees, and patrons of mercantile, business and professional establishments and occupants located or to be located upon the Building Areas or any portion thereof, as said owners and their respective heirs, successors, assigns, or grantees may from time to time deem appropriate;

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(6) The construction, maintenance, repair, replacement, rearrangement and reconstruction of parking sites or stalls, private streets, sidewalks, ramps, driveways, lanes, curbs, gutters, traffic control areas, signals, traffic islands, traffic and parking lighting facilities, underground public utilities and underground sewage facilities;

(7) The construction, maintenance, repair, replacement and reconstruction of pylon signs (with appropriate underground electrical connections), if otherwise permitted herein.

(8) The construction, maintenance, repair, replacement and reconstruction of any wall or landscaped area including planters, planting boxes, edgers, decorative wall and sprinklers and valves.

(9) Subject to the foregoing limitations and restrictions, during the course of construction of any buildings which may hereafter be constructed upon the Building Areas, portions of the Common Areas immediately adjacent to such Building Areas may be used by the owner thereof for the temporary storage of construction materials and equipment use and to be used in connection therewith, provided that such use thereof does not unreasonably interfere with the normal use of such Common Areas.

(b) The Common Areas shall not at any time be used for the parking of trucks or the loading or unloading thereof, except for the parking, loading or unloading of trucks during and in connection with the construction or demolition of buildings upon the Building Areas, the servicing and supplying of Building Areas which cannot be serviced and supplied from the Common Area at the rear of (south of) the Building Areas, the delivery or removal of trade fixtures, including signs, or the construction, repair or maintenance of parking area and improvements and facilities herein permitted; upon the condition, however, that any such use shall be confined to that which is reasonably necessary in connection with the matters herein specified and shall be diligently and promptly performed.

14. General Design Data. The following general design data will be followed, as minimum, unless governmental specifications for such work establish higher standards.

(a) Driving Aisles. All driving aisles, parking aisles, driveways and parking area shall be properly graded, leveled and paved with concrete or asphalt and properly marked with painted lines for the orderly distribution of automobiles. Driving aisles and driveways of adequate width shall be provided for the parking spaces within the Common Areas.

(b) Lighting. Lighting for motor vehicle parking areas will be illuminated, during business hours and a reasonable period prior and subsequent thereto, to a minimum of one and one-half (1-1/2) foot candles measured at ground level for each square foot of Common Area.

(c) Conformance. The utilities, walkways, driving aisles, service driveways, lighting and parking on Parcel C shall be in a configuration, layout, size and form generally corresponding to the prior similar improvements of Parcel A.

15. Maintenance of Common Areas. All common facilities shall be maintained by the owner of the parcel on which said areas are located, at such owner's sole cost and expense, in good order and repair and in an adequate, sightly and serviceable condition. Said maintenance shall include, without limitation, keeping the same reasonably free and clear of foreign objects, papers, debris, obstructions, standing water, snow and ice; and to assure the foregoing, the owner of each respective parcel shall cause the common facilities to be thoroughly cleaned not less than once weekly, and more often if necessary, and snow to be properly removed on every occasion where it impedes the use of said facilities. The owner of each respective parcel shall also cause the painted lines on all service drives, parking aisles, driveways, streets and parking areas to be repainted annually. In addition to the foregoing, the owner of each respective parcel shall see to the maintenance of any and all lighting fixtures located on their parcel as well as the payment for any and all electricity required to provide the illumination as set forth in paragraph 14 (b) above. In the event a single meter measures the electricity served to more than one parcel, the cost thereof shall be allocated equitably among the owners of the respective parcels.

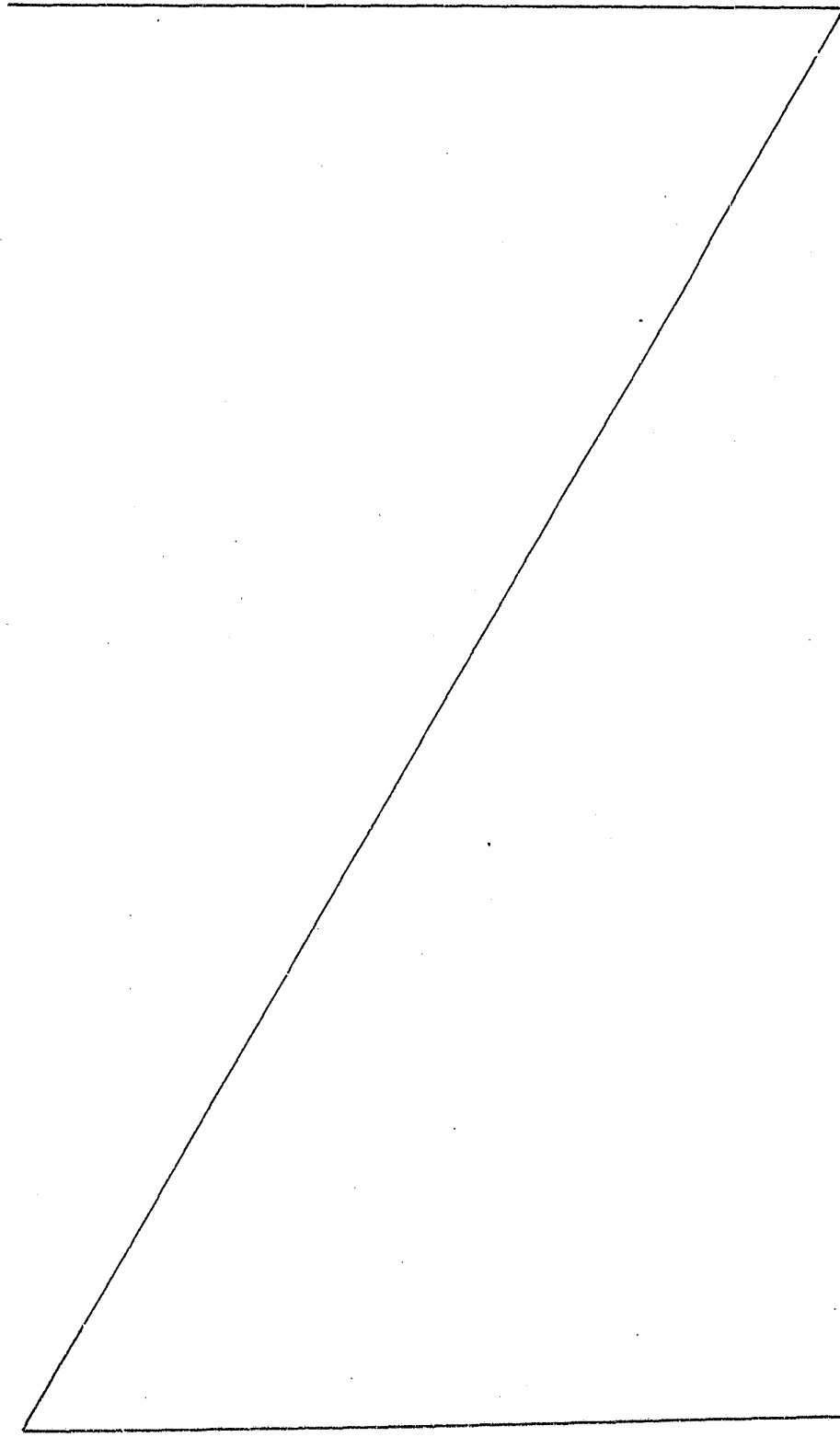
16. Insurance.

(a) The owner of each parcel will provide public liability insurance with limits of not less than \$500,000.00 with respect to

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injury of any one person and in the amount of \$1,000,000.00 with respect to any one accident or disaster and in the amount of \$250,000.00 with respect to damage to property.

(b) The owner of each parcel will insure all buildings within such owner's parcel against damage or destruction by fire or other



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casualties insured under a standard extended coverage endorsement. Said insurance shall be in an amount equal to not less than eighty percent (80%) of the insurable value of the permanent improvements thereof. The owner of each parcel waives right of recovery and subrogation against the owners of the other parcels and their tenants. All such policies will evidence that the assured has waived right of recovery and subrogation against the owner of the other parcels and their tenants.

(c) All such policies required above shall bear endorsements to the effect that the owner of another parcel so requesting and the owner's major tenant shall both be notified not less than ten (10) days in advance of any modification or cancellation thereof. Certificate evidencing the existence thereof shall be promptly delivered to each other owner of a parcel and that owner's major tenant upon written request therefore.

17. Obligation to Rebuild. In the event that any building or buildings within Parcel C shall be damaged or destroyed (partially or totally) by fire, the elements or any other casualty, the owner of said parcel shall, at its expense, promptly and with due diligence repair, rebuild and restore the same as nearly as practicable to the condition existing just prior to such damage or destruction; or the owner may, at its option, elect to raze any building so damaged or destroyed and pave the area formerly occupied by said buildings so as to provide additional parking facilities, said areas to be paved, marked, lighted, drained and maintained in the same manner as required by this Declaration of the Common Parking Areas.

18. Enforcement.

(a) Entitlement to Enforcement. The right to enforcement of the terms, covenants and easements herein shall belong only to the owner of each parcel, major tenants, and to mortgagees and beneficiaries and trustees under deeds of trust, provided that the lease in favor of such major tenant or mortgagee in favor of such mortgage or deed of trust in favor of such beneficiary and trustee is recorded in the office of the Recorder of Salt Lake County, Utah.

(b) Injunctive Relief. In the event of any violation or threatened violation of any of the terms, restrictions, or covenants, provided herein, any person entitled to enforce this Declaration will

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have in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

(c) Excuse for Nonperformance. If performance of any act or obligation of any party is prevented or delayed by act of God, war, labor, disputes, or other cause or causes beyond the reasonable control of such party, the time for the performance of the act or obligation will be extended for the period that such act or performance is delayed or prevented by any such cause.

(d) Substantial Performance. Substantial performance of the provisions of this Declaration shall be sufficient to discharge all duties and obligations thereof.

(e) Attorney's Fees. In the event that any suit is brought for the enforcement of any provision of this Declaration or as the result of any alleged breach thereof or for a declaration of rights and duties hereunder, the successful party or parties to such suit shall be entitled to collect reasonable attorney's fees from the losing party or parties and any judgment or decree rendered shall include an award thereof.

(f) Breach Will Not Permit Termination. It is expressly agreed that no breach or violation of this Declaration will terminate this Declaration, but this limitation will not affect, in any manner, any other rights or remedies for or any breach of this Declaration.

(g) Breach Will Not Defeat Mortgage. A breach of violation of any of the terms, covenants, or restrictions of this Declaration will not defeat or render invalid the lien of any first mortgage or first deed of trust, made in good faith and for value, but such term, covenant, or restriction will be binding on and effective against any one whose title to the property or any portion of such is acquired by foreclosure, trustee's sale, or otherwise.

(h) Remedies Cumulative. The specified remedies to which any person entitled to enforce this Declaration may resort under the terms of this Declaration are cumulative and are not intended to be exclusive of any other remedies or means of redress to which any person entitled to enforce this Declaration may be lawfully entitled in case of any breach or threatened breach of any provision of this Declaration. Failure to insist in any one or more cases upon the strict performance of any

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of the covenants of this Declaration or to exercise any remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or remedy.

19. Duration. This Declaration and each easement, covenant and restriction will be for a period of fifty (50) years and shall automatically be renewed for additional periods of ten (10) years each unless terminated, modified or amended by recorded instrument executed as hereinafter provided in Paragraph 20. The utility easement(s) in paragraph 5(b) shall remain in perpetuity.

20. Modifications. This Declaration and any provision, covenant, or restriction contained within it may be terminated, extended, modified or amended with the written consent of the owners of Parcel A and Parcel C. No termination, extension, modification or amendment will be effective unless a written instrument setting forth its terms has been executed, acknowledged and recorded in the Office of the Recorder of Salt Lake County, Utah.

No such amendment, modification, extension, or termination (collectively referred to as "change") will affect the rights of (1) any mortgagee under a mortgage or (2) the trustee or beneficiary under any deed of trust constituting a lien on the Shopping Center at the time of such change unless the mortgagee, or beneficiary and trustee consent to such, nor will any change be effective against such mortgagee, trustee, or beneficiary subsequent to its securing title to its encumbered parcel by foreclosure, trustee's deed, or deed in lieu of foreclosure, unless the mortgagor and beneficiary have consented in writing.

No lessee, licensee, or other person having a possessory interest, other than an owner of a parcel or portion thereof, will be required to join in the execution of or consent to any act taken in accordance with this section.

21. Not A Public Dedication. Nothing contained in this Declaration will be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Declaration will be strictly limited to and for the purpose expressed herein.

22. Severability. If any clause, sentence, or other portion of the terms, covenants, and restrictions of this Declaration becomes

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illegal, null, or void for any reason, or as held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

23. Mechanics' Liens. Wherever under the terms of this Declaration any owner of a parcel is permitted to perform any work upon the parcel of another person, it is expressly understood and agreed that such owner will not permit any mechanics', materialmen's, or other similar liens to stand against the parcel on which such labor or material has been furnished in connection with any work so performed. Such owner may bond and contest the validity and the amount of such lien, but such owner will immediately pay any judgment rendered, with all proper costs and charges, and will have the lien released at his expense.

24. Dominant and Servient Estates. Each and all of the easements and rights granted or created here are appurtenances to the applicable portions of the Shopping Center and none of the easements and rights may be transferred, assigned, or encumbered except as an appurtenance to such portions. For the purposes of the easements and rights, the property benefited will constitute the dominant estate, and the particular area of the Shopping Center which respectively is burdened by such easements and rights will constitute the servient estate.

25. Covenants Run With Land. Each and all of the covenants, restrictions, and provisions contained in this Declaration (whether affirmative or negative in nature) (a) are made for the direct, mutual and reciprocal benefit of each parcel of land in the Shopping Center; (b) will create mutual equitable servitudes upon each parcel of land in the Shopping Center in favor of the land; (c) will bind every person having any fee, leasehold, or other interest in any portion of the Shopping Center at any time or from time to time to the extent that such portion is affected or bound by the covenant, restriction, or provision in question, or that the covenant, restriction, or provision is to be performed on such portion; and (d) will inure to the benefit of the parties and their respective successors and assigns as to their respective parcels of land in the Shopping Center.

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26. Discharge of Rights and Duties Upon Transfer. In the event of assignment, transfer or conveyance of the whole of the interest of any person in and to any parcel in which such person has an interest, without retaining any beneficial interest other than under the terms of a deed of trust or mortgage, without simultaneously acquiring a new interest on such parcel by way of leasehold, life estate or other possessory interest, then the powers, rights and interest conferred on such person will be deemed assigned, transferred, or conveyed to such transferee, assignee, or grantee; the obligations will be deemed assumed by such transferee, assignee or grantee with interest so acquired; and the duties, obligations and rights of the person so transferring the interest shall be discharged.

27. Condemnation. In the event of condemnation by a duly constituted authority for a public or quasi-public use of all or any part of the Shopping Center, that portion of the award attributable to the value of any land within the Common Areas so taken shall be payable only to the owner in fee thereof, and no claim thereon shall be made by other owners of any other portion of the Shopping Center; provided, however, this provision shall in no way affect any disposition of condemnation awards made in a lease between such owner and his tenant or in a mortgage or deed of trust between such owner and his mortgagee or beneficiary and trustee; provided, further, however, all other owners of the Shopping Center may file collateral claims with the condemning authority over and above the value of the land of the area to taken. The owner of the fee of each portion of the area so condemned shall promptly repair and restore the remaining portion of the area so owned by such owner as near as practicable to the condition of same immediately prior to such condemnation and without contribution from any other owner, except to the extent that the proceeds of such award are insufficient to pay the costs of such restoration and repair.

28. Compliance with Laws. The owner of each parcel shall comply promptly with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders, and directives now exist or may hereafter provide concerning the use or safety of such

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owner's parcel and, at such owner's sole expense, make or cause to be made any repairs, changes, or modification in, on, or to his parcel required by any of the foregoing.

29. Headings. The caption headings of the various sections of this Declaration are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective sections.

30. Exhibits. All exhibits referred to herein and attached hereto are a part of this Declaration.

31. Gender. The neuter gender includes the feminine and masculine, and the singular includes the plural.

EGSmetro CONSTRUCTION CORPORATION

By [Signature]

By D. Earl Ellis

TO 449 C  
(Corporation)

(TI)

STATE OF CALIFORNIA }  
COUNTY OF Los Angeles } SS.

On December 5, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared Lary J. Mielke, known to me to be the Vice President, and D. Earl Ellis known to me to be Assistant Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.  
Signature [Signature]  
Mahle Suitt  
Name (Typed or Printed)



(This area for official notarial seal)

STAPLE HERE

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ENTIRE SHOPPING CENTER

LEGAL DESCRIPTION

Beginning at a point on the South line of 90th South Street, said point of beginning being North 89° 59' 19" West along the center section line 1351.022 feet and North 58.955 feet from the East 1/4 corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence South 678.655 feet to the northeast corner of R.F. and O.N. Tarvor property; thence West 869.399 feet to the east line of 255 West Street, which is described in some deeds as Frontage Road No. 1; thence along said easterly line North 0° 04' 57" West 300.402 feet to a State Right-of-Way marker; thence North 5° 29' 11" East 170.247 feet; thence South 89° 59' 19" East 239.377 feet; thence North 0° 00' 41" East 150.00 feet to the south line of 90th South Street; thence South 89° 59' 19" East along said south line 69.810 feet to a State Right-of-Way marker; thence North 60° 45' 46" East 88.478 feet to a State Right-of-Way marker; thence North 87° 07' 53" East 306.662 feet; thence North 89° 53' 55" East 160.854 feet to the point of beginning, containing 12.076 acres.

EXHIBIT "A" *12*

Page 1 of 4

BOOK 4059 PAGE 433

PARCEL A

S. S. KRESGE DEMISED PREMISES

LEGAL DESCRIPTION

Beginning at a point on the South line of 9000 South Street, said point being North 89° 59' 19" West along the center section line 1,351.022 feet and North 58.955 feet from the East 1/4 corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and meridian; Thence along a line bearing South a distance of 115.26 to the Point of Beginning of the S. S. KRESGE DEMISED PREMISES; Thence South 563.395 feet to the Northeast corner of R. E. and O. N. Tarvor property; thence West 869.399 feet to the East line of 255 West Street; Thence along said easterly line North 00° 04' 57" West 56 feet +; Thence East 285.782 feet to a projection of the westerly building line of the S. S. Kresge Department Store; Thence North 0° 00' 51" West along said building line a projection thereof a distance of 543.816 feet; Thence South 89° 59' 19" East 39.49 feet +; Thence North 00° 00' 41" East 20 feet to a State Right-of-Way marker on the South line of 9000 South Street; Thence along said South line North 60° 45' 46" East 88.478 feet to a State Right-of-Way marker; Thence North 87° 07' 53" East 306.662 feet; Thence North 89° 53' 55" East 13.854 feet +; Thence South 115.0 feet; Thence East 147 feet to said Point of Beginning, containing 8.8798 acres, more or less.

EXHIBIT "A" *ll*

Page 2 of 4

BOOK 1059 PAGE 404

PARCEL B

FOOD STORE PARCEL

LEGAL DESCRIPTION

Beginning at a point on the Southerly right-of-way line of 9000 South Street, said point of beginning being North 89° 59' 19" West along the 1/4 section line 1895.36 feet from the East 1/4 corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence along said section line and said right-of-way line North 89° 59' 19" West 69.810 feet; thence South 0° 00' 41" West 150.00 feet; thence North 89° 59' 19" West 239.377 feet to the Easterly right-of-way of 255 West Street; thence along said Easterly right-of-way line South 5° 29' 11" West 170.247 feet and South 0° 04' 57" East 244.400 feet; thence due East 285.782 feet to a point on the extension of the Westerly line of a brick building; thence along said extension and the building line extended, North 0° 00' 51" West 543.816 feet; thence South 89° 59' 19" East 39.49 feet; thence North 0° 00' 41" East 20.00 feet to the point of beginning, containing 2.8078 acres.

EXHIBIT "A"<sub>2</sub>

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BOOK 4059 PAGE 405

PARCEL C

LANDLORD BUILDING PARCEL

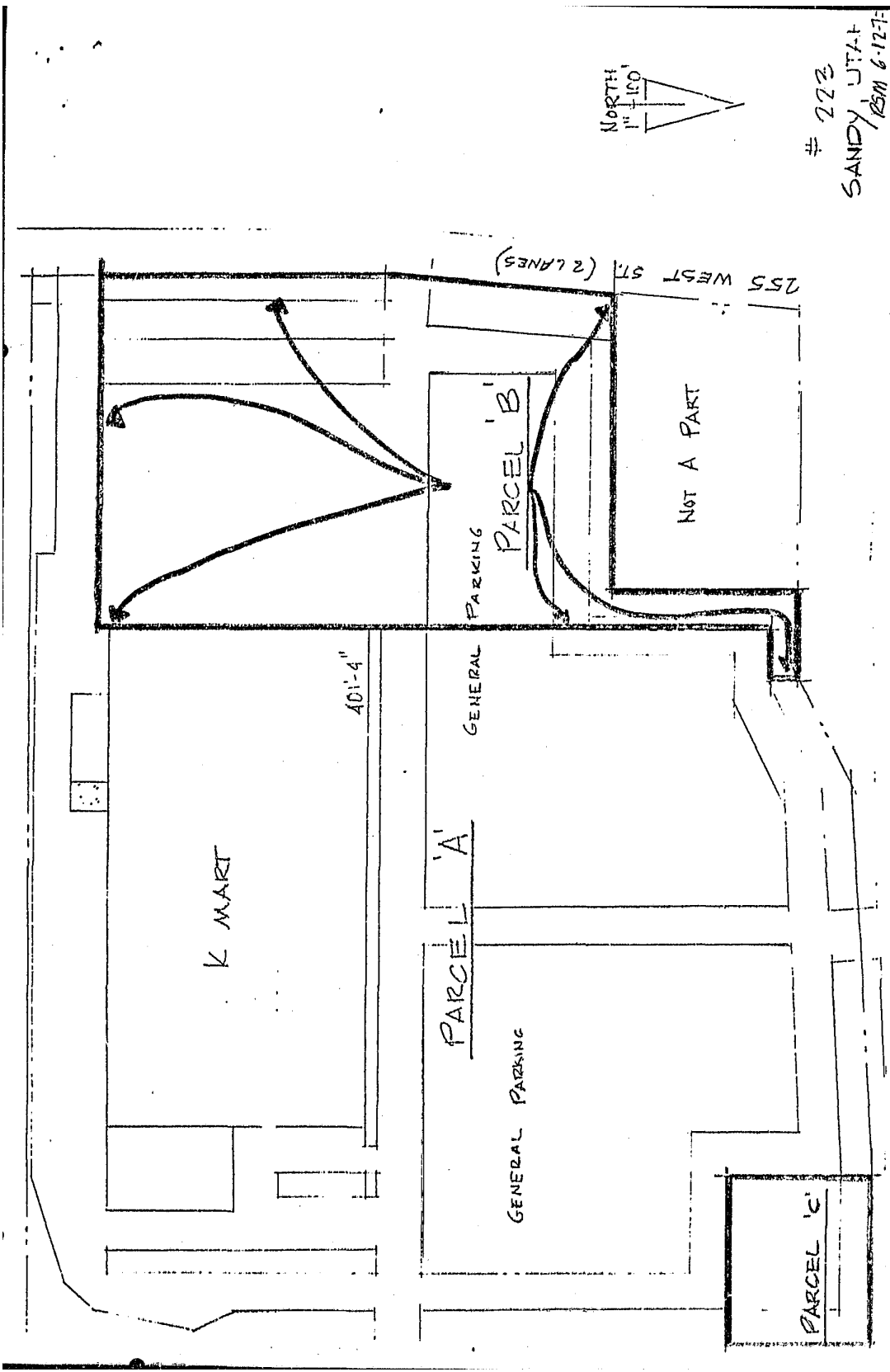
LEGAL DESCRIPTION

Beginning at a point on the south line of 9000 South Street, said point being North 89° 59' 19" West along the center section line 1,351.022 feet and North 58.955 feet from the East 1/4 corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence along a line bearing South a distance of 115.26 feet thence West 147.00 feet; thence North 115.0 feet to the south line of 9000 South Street; thence North 89° 53' 55" East along said South line 147 feet to the Point of Beginning, containing 0.3885 acres.

EXHIBIT "A" *cc*

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BOOK 4059 PAGE 406



# 223  
 SANDY, UTAH  
 BSM 6-12-7-

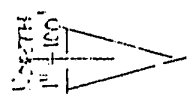
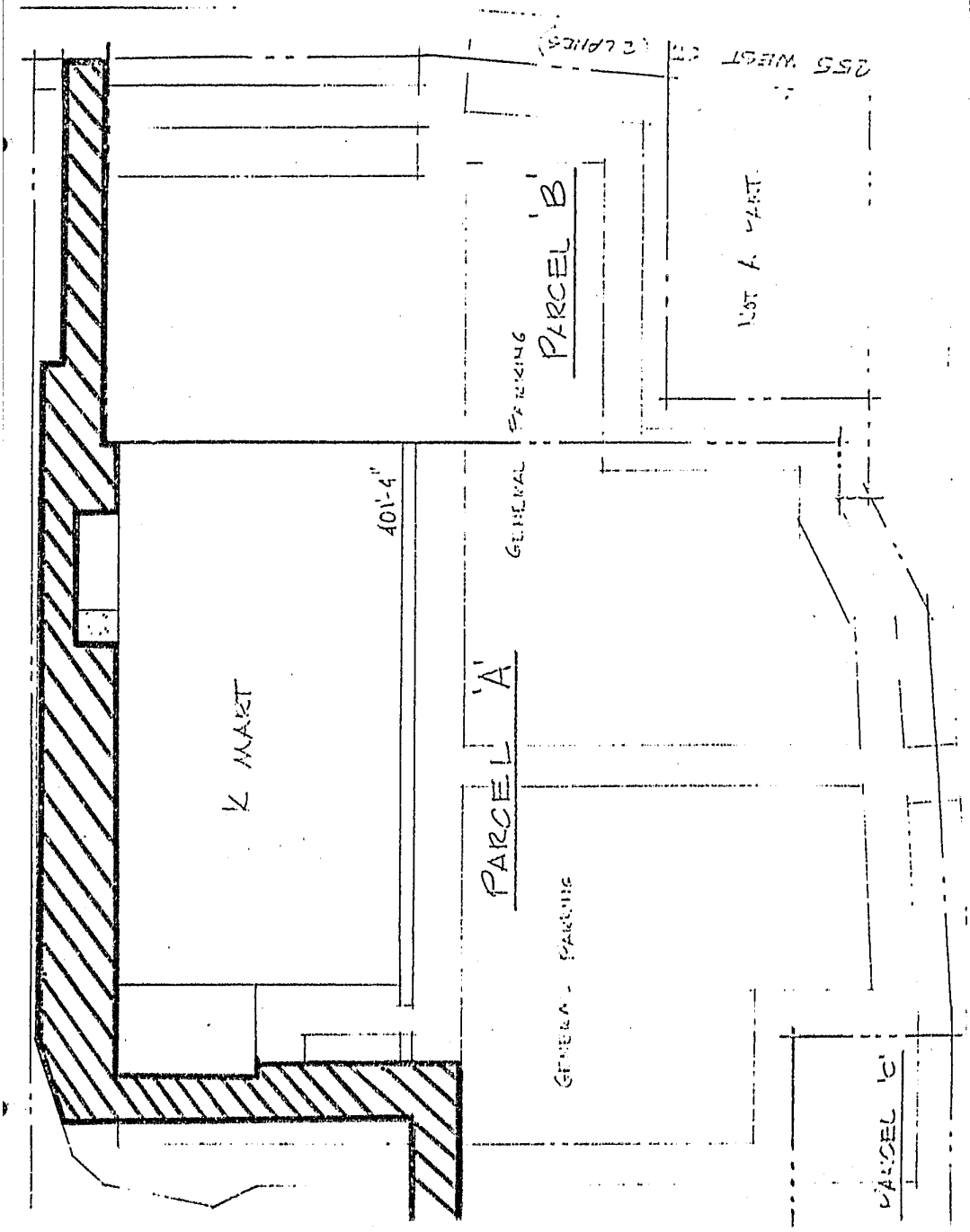
EXHIBIT "B"

SEVENTH & LANS  
 0006 HINDS STREET

BOOK 4059 PAGE 407

*[Handwritten signature]*





# 223  
SANDY UTAH  
12/16/2010

Exhibit "C"

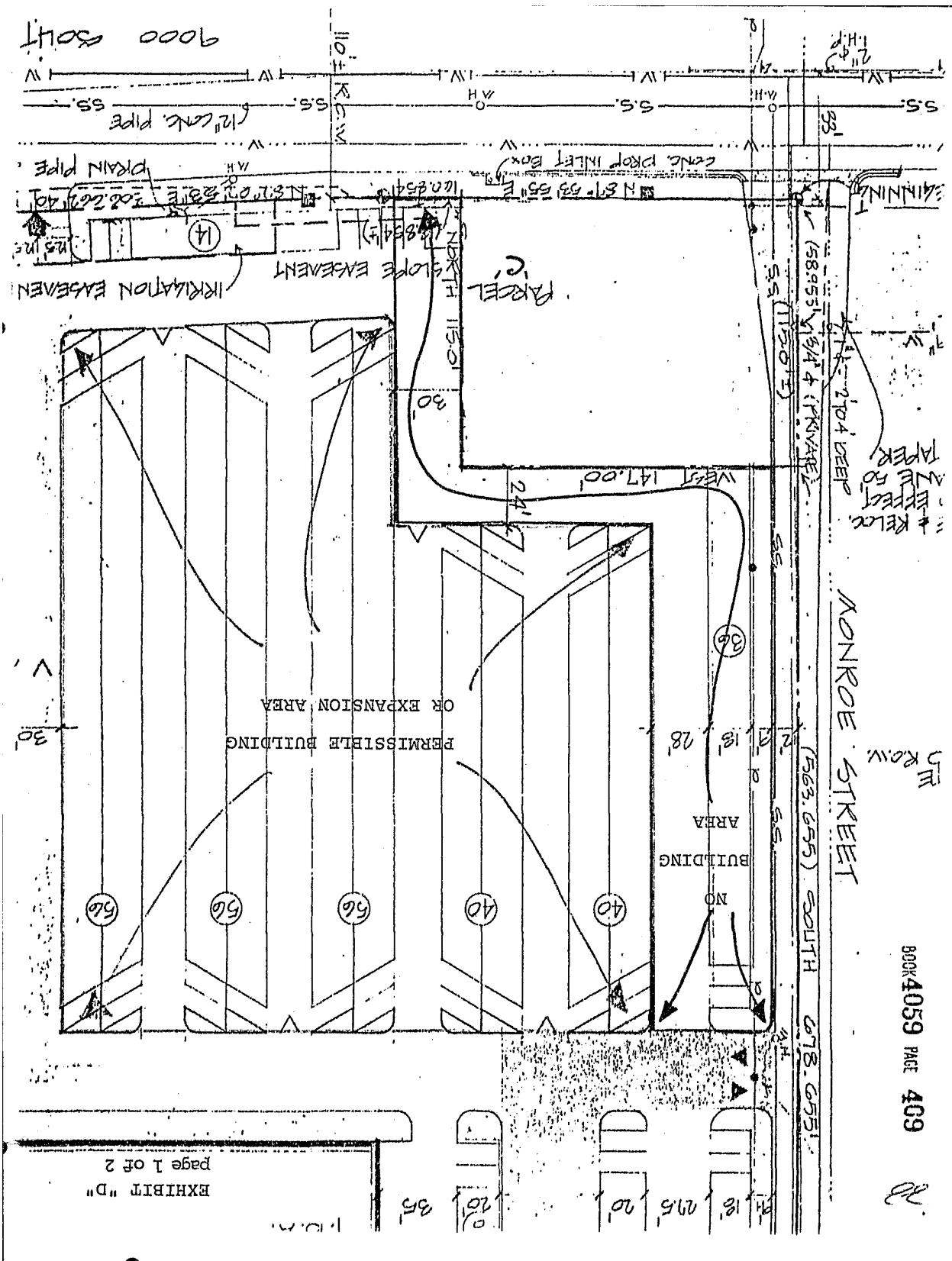
255 WEST ST  
1ST A WRT.  
GENERAL PARKING  
PARCEL 'B'  
GENERAL PARKING  
PARCEL 'A'  
GENERAL PARKING  
PARCEL 'C'

COMMON SERVICE AREAS OF PARCEL A

BOOK 4059 PAGE 408

2010

9000 SOUTH



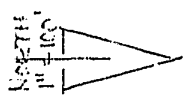
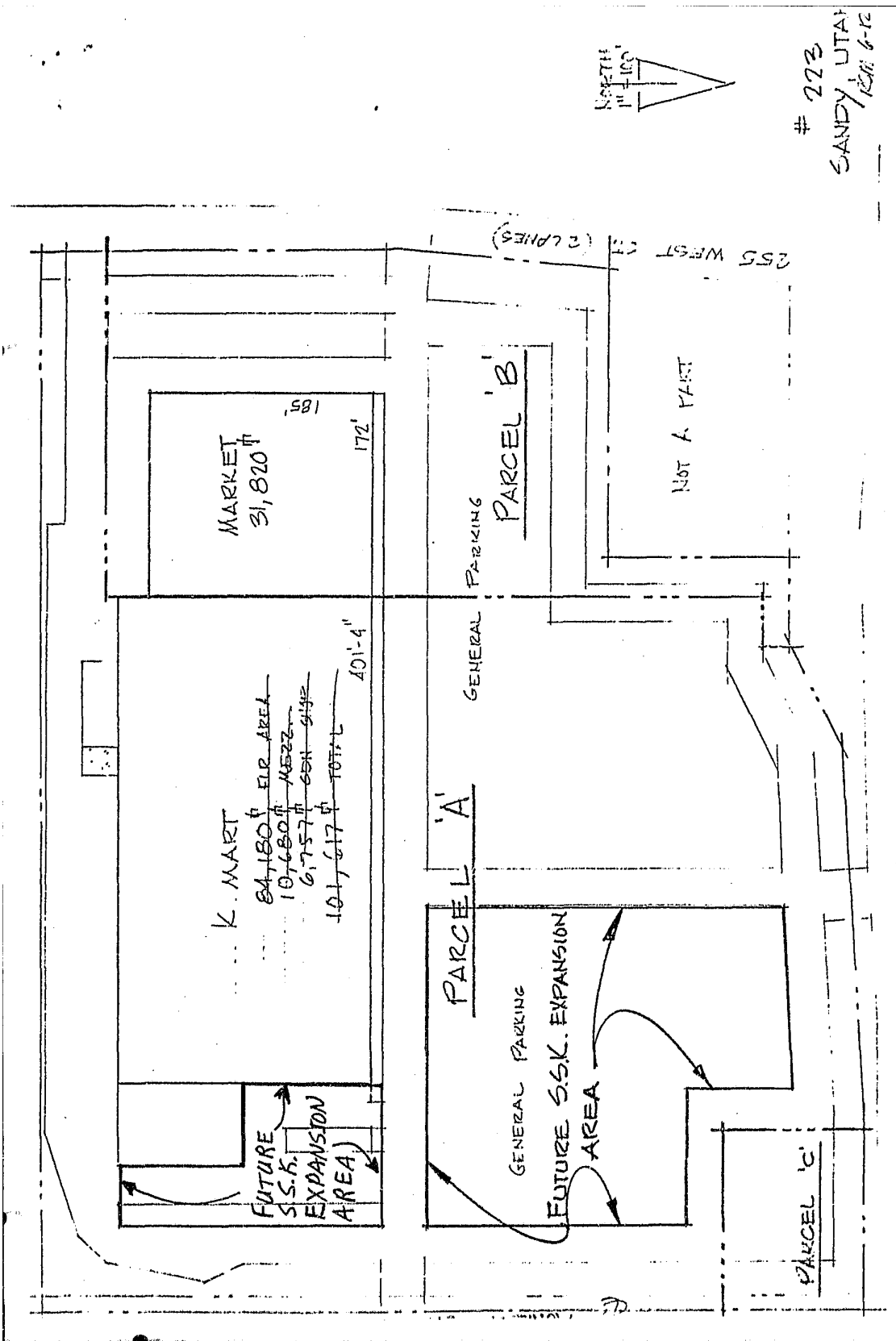
2' KELLER  
 1' EJECT  
 1' W/LE RD  
 TAPER  
 2'10" DEEP

MONROE STREET

UTR  
 DR

BOOK 4059 PAGE 409

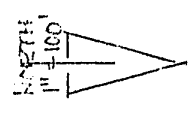
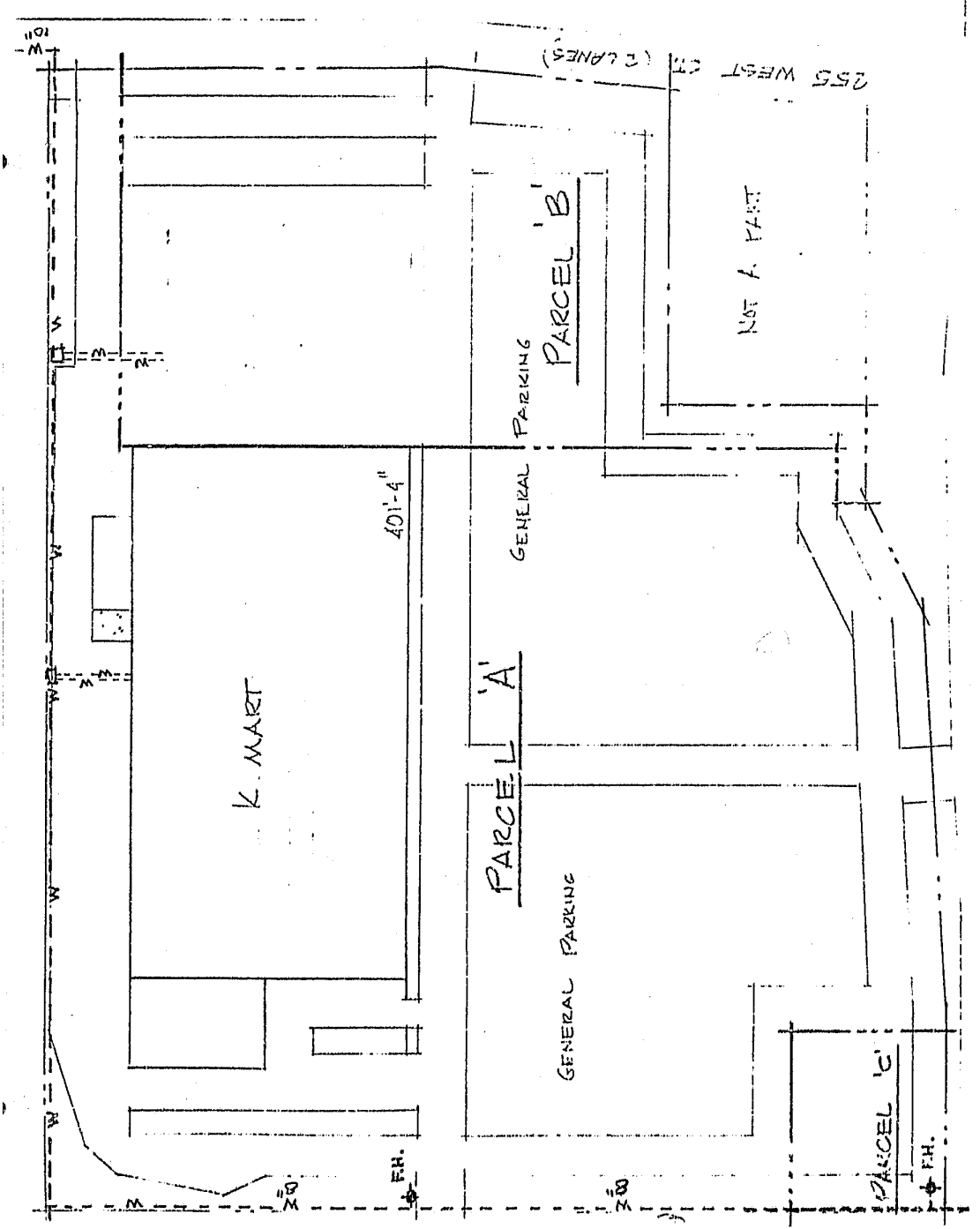
EXHIBIT "D"  
 page 1 of 2



# 223  
SANDY, UTAH  
12/11/6-12

900 SOUTH STREET  
SEMI 6 LANE

BOOK 4059 PAGE 410



# 273  
SANDY, UTAH  
8/11/87

WATER SERVICE  
LAYOUT

EXHIBIT "E"  
LANES 6  
9000 SOUTH STREET

BOOK 4059 PAGE 411