

AFTER RECORDING, RETURN TO:
Greg Bell, Esq.
376 East 400 South, #210
Salt Lake City, UT. 84111

DECLARATION OF EASEMENTS AND RESTRICTIONS

This Declaration is made this 12th day of May, 1982 by Price Development Company ("PDC").

3675099

R E C I T A L S:

A. PDC is the ground lessee of certain adjoining parcels of real property:

(i) Parcel I (undeveloped parcel) which is more particularly described on the attached Exhibit "A";

(ii) Parcel II (Marie Callender's parcel) which is more particularly described on the attached Exhibit "B";

(iii) Parcel III (First Security Bank parcel) which is more particularly described on the attached Exhibit "C";

B. PDC desires to create certain rights of ingress, egress and parking to promote the orderly development and operation of said real property.

NOW, THEREFORE, PDC does hereby declare and grant as follows:

1. Easements for the Benefit of Parcel II. PDC hereby establishes for the benefit of Parcel II a non-exclusive easement for ingress and egress by vehicles and pedestrians over, upon and across the walks and drives of Parcel I and Parcel III as they may be established from time to time. It is provided, however, that the two access drives from Ft. Union Boulevard most closely located to Parcel II may not be altered or closed without the express written consent of the first mortgagee of Parcel II or its successors, assigns or purchaser at foreclosure sale.

2. Obligations of Maintenance. PDC, its successors and assigns in the ground lessee's interest as to Parcel I shall maintain the roadways, walks and drives, following the construction thereof, upon Parcel I for the benefit of Parcel II. PDC, its successors and assigns in the ground lessee's interest as to Parcel III shall maintain the roadways, walks and drives upon Parcel III for the benefit of Parcel II. For purposes of this Declaration, the term "maintain" shall mean to keep free of debris, ice and snow and to keep in a good state of repair, free of chuckholes, damage and destruction.

If the responsible party shall default in its obligation to maintain the walks and drives which are necessary for the passage of pedestrians and vehicles between the two points of access (which are most closely located to Parcel II) from Ft. Union Boulevard to Parcel II, then the owner of the ground lessee's interest in and to Parcel II, mortgages thereof and their respective successors, assigns and purchasers at foreclosure sale shall have the right to:

(i) give the responsible party ten (10) days written notice of the existence of such failure of maintenance;

(ii) thereafter, if such failure shall not have been corrected within such ten (10) day period, or if such failure cannot be reasonably cured within such ten (10) days, if PDC has failed to commence such correction within such ten (10) days or thereafter fails to diligently pursue such correction to completion, then the party giving such notice may correct such failure; and

SECURITY TITLE CO.
No. 21780

2150
Wayne Harper

SECURITY TITLE CO.
SALT LAKE CITY
MAY 13 9 22 AM '82

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(iii) file of record in Salt Lake County a lien against the parcel to which the repairs and maintenance have been rendered for the amount of the cost of labor, materials, and attorneys' fees. The lien shall be recorded, enforced and foreclosed in accordance with the laws governing the recording, enforcement and foreclosure of mechanics liens in the state of Utah. All such amounts due shall bear interest at 15% per annum from the date expended.

3. Parking.

a. Thirty-eight (38) parking stalls located upon Parcel II shall be reserved for the exclusive use of the ground lessee, tenants and first mortgagees of Parcel II and their respective successors, assigns and purchasers at foreclosure sale. These exclusive parking stalls shall be those stalls so designated on the attached Exhibit "D".

b. Declarant hereby creates for the benefit of Parcel II a non-exclusive easement for parking, together with access thereto, upon the parking stalls existing from time to time upon Parcel I and Parcel III. Notwithstanding anything to the contrary contained herein, exclusive parking rights may be created for others upon either or both of Parcel I and Parcel III and furthermore, the easement contained in this subparagraph b may be modified or terminated as to each such Parcel by the ground lessee of such Parcel or its respective successors and assigns, at its sole discretion.

c. Declarant hereby creates (in common with the occupant(s) of Parcel II) for the parking together with access thereto upon the parking stalls existing from time to time upon Parcel II, excepting therefrom, however, the thirty-eight (38) parking stalls reserved exclusively as set forth in subparagraph a above.

4. Taxes and Insurance. PDC agrees as the owner of the ground lessee's interest, for itself, its successors and assigns to maintain liability insurance having a single limit of \$1,000,000 upon Parcel I and Parcel III and to keep taxes current thereon. The owner of the ground lessee's interest in Parcel II and its mortgagees and their respective successors, assigns and purchasers at foreclosure sale shall have the right of cure and of lien for default hereof as set forth in paragraph 2 above.

5. Term. The term of this Declaration is subject to the PDC ground lease, shall be for twenty (20) years from the date hereof, and shall be automatically renewed for the terms of one (1) year each unless earlier terminated. Notwithstanding the foregoing to the contrary, PDC, its successors and assigns as to Parcel I, Parcel II and Parcel III may terminate this Declaration and the easements, rights and privileges arising herefrom with the express written consent of the first Mortgagees of Parcel I, Parcel II and Parcel III.

6. Benefits Run with the Land. The easements, rights, privileges and benefits created by this Declaration shall run with the land which is respectively burdened or benefited thereby and shall constitute equitable servitudes.

7. Mortgagee Protection. The term "mortgagee" shall mean and shall refer to the holder of a Deed of Trust or mortgage.

A breach of any of the provisions, restrictions, or requirements of this instrument shall not result in any forfeiture or reversion of title or of any other interest in a parcel. A breach of any of the provisions, restrictions, or requirements hereof shall not defeat, impair, or render invalid the lien of or other rights under any mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, any mortgagee interest under any mortgage affecting a parcel shall have no obligation to take any action to

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comply with, and may not be compelled to take any action to comply with, any of the provisions or requirements of this instrument. Except as set forth in paragraph 3(b) above, no amendment to this instrument shall in any way affect the rights of any mortgagee's interest under a mortgage which is of record at the time of the amendment concerned or the rights of any successor in interest or title to such mortgagee either before or after such mortgagee or its successors enters into possession or acquires title pursuant to foreclosure of any arrangement or proceeding in lieu thereof, unless such mortgagee has consented in writing to such amendment.

In the event any other provision or clause of this Declaration deals with the same subject matter as is dealt with in this paragraph 7, the provision or clause which results in the greatest protection and security for a mortgagee shall control the rights, obligations or limits of authority, as the case may be, with respect to the subject concerned.

PRICE DEVELOPMENT COMPANY

By *[Signature]*
 Its *President*

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

On this 12th day of May, 1982, personally appeared before me G. Rex Ferguson who did say that he is the V.P. of Price Development Company and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said G. Rex Ferguson duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My commission expires:

MAY 15, 1985

[Signature]
 Notary Public in and for
 said County and State

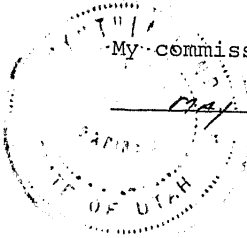


EXHIBIT "A"

PARCEL I

The following described property, located in Salt Lake County, State of Utah:

BEGINNING at a point South $0^{\circ} 04' 01''$ West along the quarter section line 135.30 feet from the North quarter corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South $89^{\circ} 52' 20''$ West 879.98 feet to the East line of State Highway property; thence South $0^{\circ} 04' 40''$ West along said East line of Highway property 346.51 feet; thence South $73^{\circ} 09'$ East along the prolongation of an old fence line 360.17 feet to the North line of State Highway property at a point on a curve to the left, the center of which bears North $15^{\circ} 43' 20''$ West 1076.92 feet from said point; thence Northeasterly along the arc of said curve 430.84 feet to the point of tangency; thence North $51^{\circ} 21' 20''$ East 198.29 feet to the quarter section line; thence North $0^{\circ} 04' 01''$ East 133.53 feet to the point of BEGINNING.

EXCEPT the following described property:

BEGINNING at a point on the East line of State Highway property, said point being South 375.49 feet and West 880.46 feet from the North quarter corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South $0^{\circ} 04' 40''$ West along said East line of highway property 108.28 feet; thence South $73^{\circ} 09'$ East along the prolongation of an old fence line 115.04 feet; thence North $35^{\circ} 45'$ East 89.75 feet; thence North $55^{\circ} 25'$ West 86.23 feet; thence North $77^{\circ} 45'$ West 93.53 feet to the point of BEGINNING.

BEGINNING at a point which is South $0^{\circ} 04' 01''$ West along the Quarter-Section line 137.41 feet from the North Quarter Corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point of beginning also being South $0^{\circ} 04' 40''$ West along the 900 East Street Monument line 119.77 feet and East along the South boundary line of the Essex Court Condominium 952.97 feet from a county monument near the North line of said Section 29; thence South $0^{\circ} 04' 01''$ West along said Quarter Section line 131.42 feet to the Northerly line of State Highway known as Fort Union Boulevard; thence South $51^{\circ} 21' 20''$ West along said Northerly line 198.30 feet to the point of curvature of a 1076.92 foot radius curve; thence Southwesterly along said Northerly line and the arc of said curve to the right through a central angle of $1^{\circ} 26' 09''$, a distance of 26.99 feet; thence North $0^{\circ} 04' 01''$ East 271.84 feet to said Southerly boundary line of the Essex Court Condominium Project; thence East along said Southerly boundary line 176.00 feet to the point of BEGINNING.

BEGINNING at a point which is $0^{\circ} 04' 01''$ W along the quarter-section line 313.56 feet and West 176.00 feet from the North quarter corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said North quarter corner bearing N $88^{\circ} 56' 20''$ E 953.13 feet from a county survey monument in 900 East Street where the monument line bears $S0^{\circ} 04' 40''$ W; thence $S0^{\circ} 04' 01''$ W 95.69 feet to a point on the Northerly line of Fort Union Boulevard, said point being on the arc of a 1076.92 foot radius curve the center of which bears $N37^{\circ} 12' 31''$ W; thence Southwesterly 346.23 feet along said street line and the arc of said curve to the right through a center angle of $18^{\circ} 25' 15''$; thence $N12^{\circ} 23' 42''$ W 185.37 feet; thence $N77^{\circ} 28' 38''$ E 352.69 feet to the point of BEGINNING.

EXHIBIT "B"

PARCEL II

The following described property in the County of Salt Lake,
State of Utah:

COMMENCING at a point which is South $0^{\circ}04'01''$ West along the quarter section line 313.56 feet and West 176.00 feet from the North quarter corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said North quarter corner bearing North $88^{\circ}56'20''$ East 953.13 feet from a County Survey monument in 900 East Street where the monument line bears South $0^{\circ}04'40''$ West; thence South $0^{\circ}04'01''$ West 95.69 feet to a point on the Northerly line of Fort Union Boulevard, said point being on the arc of a 1076.92 foot radius curve, the center of which bears North $37^{\circ}12'31''$ West; thence Southwesterly 346.23 feet along said street line and the arc of said curve to the right through a center angle of $18^{\circ}25'15''$; thence North $12^{\circ}23'42''$ West 185.37 feet; thence North $77^{\circ}28'38''$ East 352.69 feet to the place of COMMENCEMENT.

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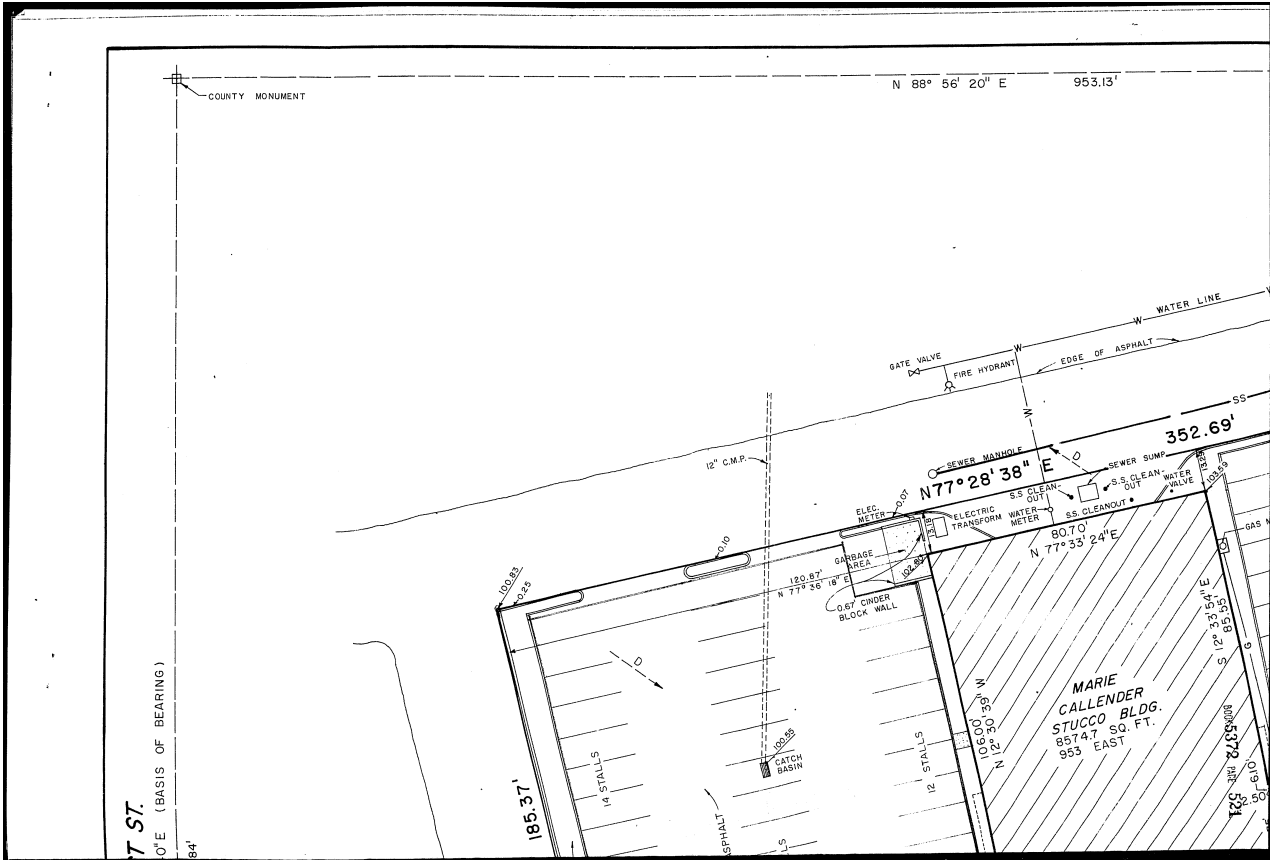
EXHIBIT "C"

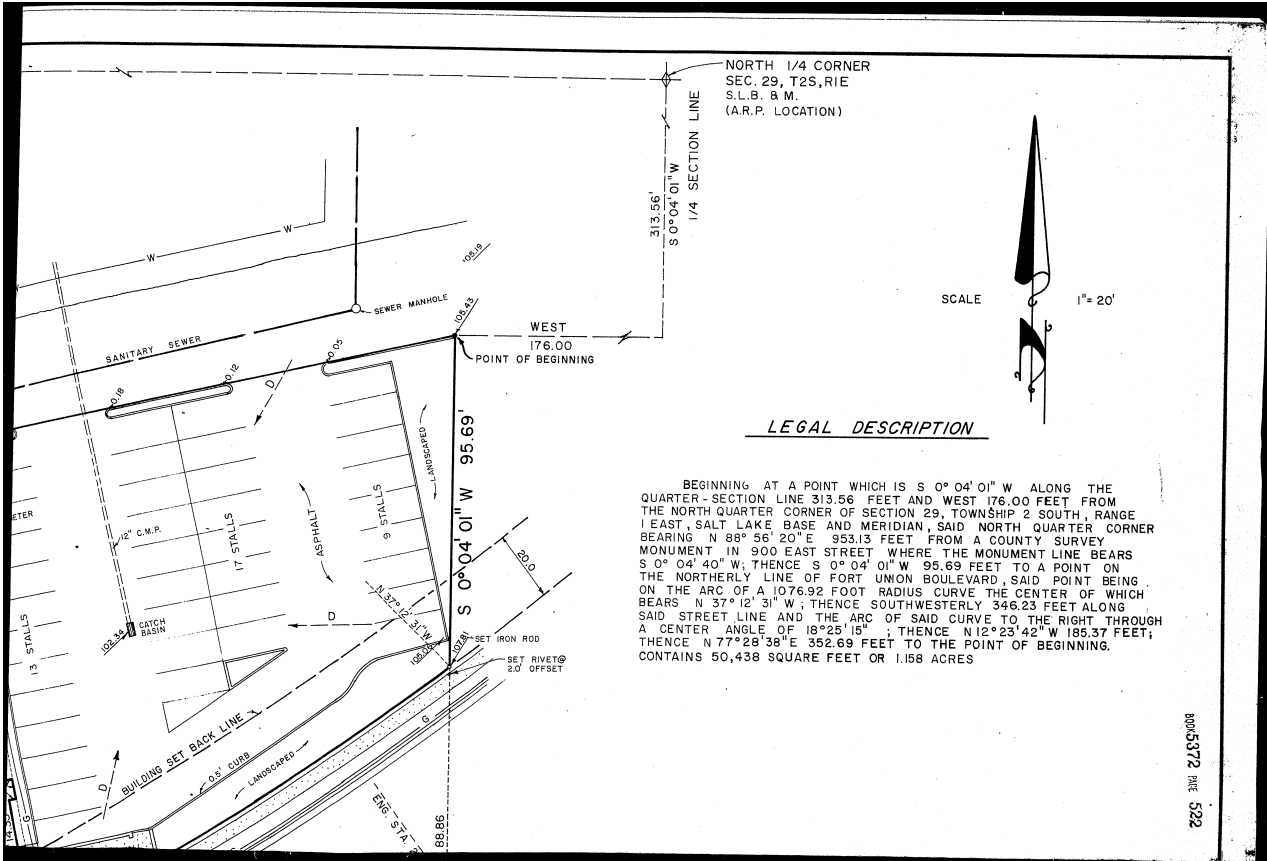
PARCEL III

BEGINNING at a point which is South 0° 04' 01" West along the Quarter-Section line 137.41 feet from the North Quarter Corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point of beginning also being South 0° 04' 40" West along the 900 East Street Monument line 119.77 feet and East along the South boundary line of the Essex Court Condominium 952.97 feet from a county monument near the North line of said Section 29; thence South 0° 04' 01" West along said Quarter Section line 131.42 feet to the Northerly line of State Highway known as Fort Union Boulevard; thence South 51° 21' 20" West along said Northerly line 198.30 feet to the point of curvature of a 1076.92 foot radius curve; thence Southwesterly along said Northerly line and the arc of said curve to the right through a central angle of 1° 26' 09", a distance of 26.99 feet; thence North 0° 04' 01" East 271.84 feet to said Southerly boundary line of the Essex Court Condominium Project; thence East along said Southerly boundary line 176.00 feet to the point of BEGINNING.

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NORTH 1/4 CORNER
 SEC. 29, T2S, R1E
 S.L.B. & M.
 (A.R.P. LOCATION)

313.56'
 S 0° 04' 01" W
 1/4 SECTION LINE

SCALE 1" = 20'

LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS S 0° 04' 01" W ALONG THE QUARTER-SECTION LINE 313.56 FEET AND WEST 176.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID NORTH QUARTER CORNER BEARING N 88° 56' 20" E 953.13 FEET FROM A COUNTY SURVEY MONUMENT IN 900 EAST STREET WHERE THE MONUMENT LINE BEARS S 0° 04' 40" W; THENCE S 0° 04' 01" W 95.69 FEET TO A POINT ON THE NORTHERLY LINE OF FORT UNION BOULEVARD, SAID POINT BEING ON THE ARC OF A 1076.92 FOOT RADIUS CURVE THE CENTER OF WHICH BEARS N 37° 12' 31" W; THENCE SOUTHWESTERLY 346.23 FEET ALONG SAID STREET LINE AND THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTER ANGLE OF 18° 25' 15"; THENCE N 12° 23' 42" W 185.37 FEET; THENCE N 77° 28' 38" E 352.69 FEET TO THE POINT OF BEGINNING. CONTAINS 50,438 SQUARE FEET OR 1.158 ACRES

80005372 REC 522

900 EAS

N 0° 04' 2"

693

N 12° 23' 42" W

LANDSCAPED

12' STALL

S 77° 33' 24" W
80.80'

121.08' N 77° 38' 18" E

1' BRICK WALL

20' EASEMENT FOR IRRIGATION
FACILITY RECORDED MARCH 19,
1971 IN BOOK 2343, PAGE 174
ENTRY NO. 2375394

40' CONC. WALK

G GAS LINE

PROPERTY
CURVE
Δ = 18° 25'
R = 1076.8'
L = 346.2'
LC = 344.7'

EDGE OF ASPHALT

0.50' CURB (TYR)

0.50' CURB

10 STALLS

45' WALK

LANDSCAPED

20.0

ENG. STA. 22+50

9112

445.95

N 85° 21' 20" E

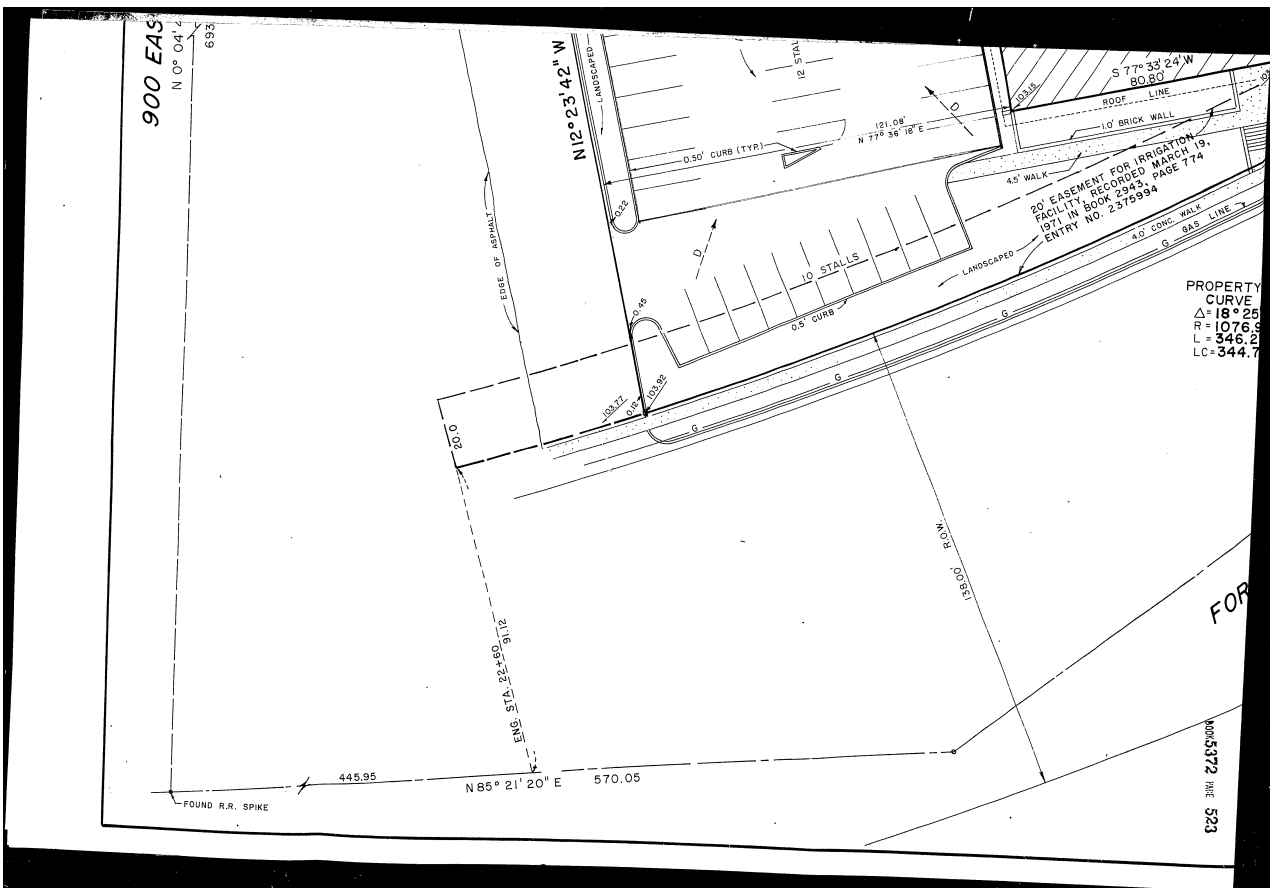
570.05

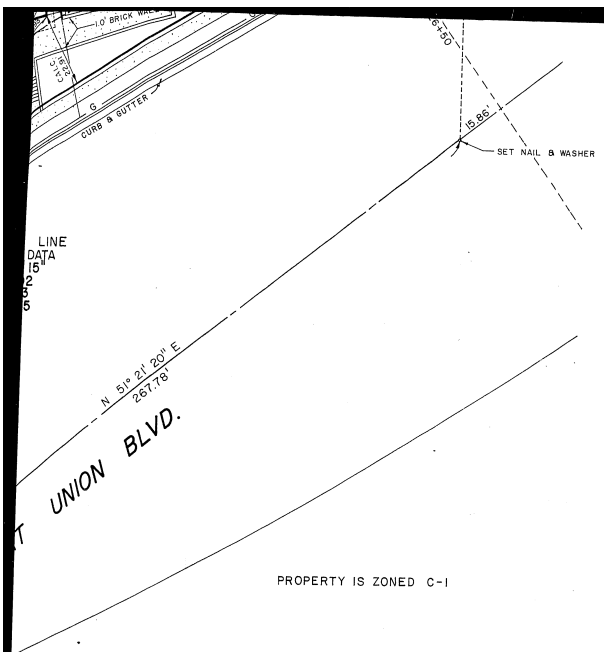
FOUND R.R. SPIKE

MIN. 5' 100' BEI

FOR

MIN. 5' 372' SEE 523





SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY TO AETNA LIFE INSURANCE COMPANY AND WESTERN MORTGAGE LOAN CORPORATION THAT THE SURVEY SUPERVISED AND PREPARED BY ME ENTITLED COMPLETION SURVEY WAS ACTUALLY MADE UPON THE GROUND AND THAT IT AND THE INFORMATION, COURSES AND DISTANCES SHOWN THEREON ARE CORRECT, THAT THE TITLE LINES AND LINES OF ACTUAL POSSESSION ARE THE SAME, THAT THE SIZE LOCATION AND TYPE OF BUILDINGS AND IMPROVEMENTS ARE AS SHOWN AND ALL ARE WITHIN THE BOUNDARY LINES OF THE PROPERTY, THAT THERE ARE NO VIOLATIONS OF ZONING ORDINANCES, RESTRICTIONS OR OTHER RULES AND REGULATIONS WITH REFERENCE TO THE LOCATION OF SAID BUILDINGS AND IMPROVEMENTS AND THAT THERE ARE NO EASEMENTS, ENCROACHMENTS OR USES AFFECTING THIS PROPERTY APPEARING FROM A CAREFUL PHYSICAL INSPECTION OF THE SAME, OR OTHER THAN THOSE SHOWN AND DEPICTED THEREON. THAT ALL UTILITY SERVICES REQUIRED FOR THE OPERATION OF THE PREMISES EITHER ENTER THE PREMISES THROUGH ADJOINING PUBLIC STREETS, OR THE SURVEY SHOWS THE POINT OF ENTRY AND LOCATION OF ANY UTILITIES WHICH PASS THROUGH OR ARE LOCATED ON ADJOINING PRIVATE LAND; THAT THE SURVEY SHOWS THE LOCATION AND DIRECTION OF ALL STORM DRAINAGE SYSTEMS FOR THE COLLECTION AND DISPOSAL OF ALL ROOF AND SURFACE DRAINAGE; THAT ANY DISCHARGE INTO STREAMS, RIVERS AND OTHER CONVEYANCE SYSTEMS IS SHOWN ON THE SURVEY; AND THAT THE PARCELS DESCRIBED HEREON DO NOT LIE WITHIN FLOOD HAZARD AREAS IN ACCORDANCE WITH A DOCUMENT ENTITLED "DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATIONS' SPECIAL FLOOD HAZARD AREA MAPS." THIS SURVEY IS MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1962.

PROPERTY IS ZONED C-1

3-26-82
DATE

Lee E. Robinson
LEE E. ROBINSON, R.L.S.
UTAH LICENSE NO. 4102
BUSH & GUDGELL INC.



"EXHIBIT D"

NO.	DATE	REVISIONS
3		
2	5/3/82	BOUNDARY CHANGE
1	4/26/82	EASEMENT & SETBACK LINE

COMPLETION SURVEY

PREPARED FOR:
 URBAN DEVELOPMENT COM.
 LOCAL OFFICE: 1111

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