

RETURN TO: O. WOOD MOYLE III
WOOD DEPOSIT PLAZA
NO. 15 EAST FIRST SOUTH
SALT LAKE CITY, UTAH 84111

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4157030

EASEMENT AND RESTRICTION AGREEMENT

This Easement and Restriction Agreement is made this 25 day of October, 1985, by Marjorie W. Mackey and Claude Hawke Corporation, to and in favor of Judith Burton Moyle.

RECITALS:

A. Judith Burton Moyle (hereinafter referred to as "Moyle") and Marjorie W. Mackey (hereinafter referred to as "Mackey") made and entered into an Earnest Money Sales Agreement dated September 14, 1984 regarding certain property located in Salt Lake County, Utah.

B. Moyle and Claude Hawk Corporation (hereinafter referred to as "Hawk") entered into an Earnest Money Sales Agreement dated September 14, 1984 regarding certain property located in Salt Lake County, Utah.

C. Paragraph 17 of the Earnest Money Sales Agreement between Moyle and Mackey provides that certain Adjacent Property, owned by Mackey, shall at the time of closing of Moyle's purchase of the property described in the Earnest Money Sales Agreement, be made subject to deed restrictions, limiting the height of improvements which can be made upon said Adjacent Property.

D. Paragraph 17 of the Earnest Money Sales Agreement between Moyle and Hawk provides that certain Adjacent Property, owned by Hawks shall at the time of closing of Moyle's purchase of the property described in the Earnest Money Sales Agreement,

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be made subject to deed restrictions, limiting the height of improvements which can be made upon said Adjacent Property.

E. The parties hereto desire to implement the provisions of paragraph 17 of the Earnest Money Agreements.

AGREEMENT

1. Benefitted Property. The property to be benefitted by this Agreement is located in Salt Lake County described as follows:

Lots 6 and 7 of Arlington Hills Plat "L," according to the official plat thereof as recorded in the office of the Salt Lake County Recorder, Entry No. 4107419, in Book 85-7 at page 117.

The foregoing property may be referred to as the "Benefitted Property."

2. Restricted Property. The Restricted Property, upon which the easements and restrictions set forth herein shall apply, to the benefit of the Benefitted Property, consists of the following property, located in Salt Lake County, Utah:

Parcel A

Lot 8 of Arlington Hills Plat "L," according to the official plat thereof as recorded in the Salt Lake County Recorder's office (this property may be hereinafter referred to as "Lot 8").

Parcel B

(1) Lot 13, Arlington Hills Plat "F," according to the official plat thereof as recorded in the office of the Salt Lake County Recorder. (This property may be referred to as "Lot 13.")

(2) Commencing at the southeast corner of Lot 7, Arlington Hills Plat "L," according to the official plat thereof as recorded in the Salt Lake County

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Recorder's office, and running thence west along the south line of said Lot 7 and continuing along the south line of Lot 6, Arlington Hills Plat "L," to the northeast corner of Lot 13, Arlington Hills Plat "F," thence southerly along the east line of said Lot 13, Arlington Hills Plat "F," to the southeast corner of said Lot 13, Arlington Hills Plat F, thence in a line running easterly parallel to the south line of Lot 7, Arlington Hills Plat "L" to its intersection with a line formed by the straight extension southerly of the east line of said Lot, thence northerly to the point of beginning. (The property described in this part (2) of the Hawk Property may be referred to as "Part (2) of the Hawk Property.")

The property referred to as Parcel B, parts (1) and (2), may be referred as the "Hawk Property."

3. Easements and Restrictions. Mackey and Hawk make the following easements and restrictions, for view, light and air upon the Restricted Property in favor of the Benefitted Property.

A. Restrictions on Lot 8. No structures, improvements, trees, shrubs or other improvements shall be constructed on or allowed to be placed or grown upon Lot 8 in excess of a height of 23 feet above the top of the finished curb on the south side of Tomahawk Drive at the mid-line between the northeast and northwest corners of said Lot 8.

B. Restrictions on Hawk Property. No structures, improvements, trees, shrubs or other improvements shall be constructed upon or allowed to be placed or grow upon the Hawk Property in excess of the following height limitations:

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(1) With respect to Lot 13, Arlington Hills Plat "F," ²⁵~~20~~ feet above the top of the curb of Perry's Hollow Circle North as presently constituted, measured at the point midway between the southeast and southwest corners of Lot 13, Arlington Hills Plat "F";

(2) As to the remainder of the Hawk Property, 23 feet above the top of the curb of Perry Hollow Circle North as presently constituted measured from the southwest corner of Part (2) of the Hawk Property.

4. The easements and restrictions provided herein shall be covenants running with the land, affecting the Restricted Property to the benefit of the Benefitted Property and shall inure to the benefit of the parties hereto, their heirs, successors, or assigns.

5. Any violation of the easements or restrictions contained herein shall give Moyle, her successors and assigns, as owner of the Benefitted Property, the right (a) to enter upon the property where such violation exists and to summarily abate and remove at the expense of the owner of the Restricted Property, or the portion thereof on which the violation occurs or exists, any structure, improvement, thing or condition constituting the violation, without being deemed guilty of trespass, or (b) to bring or institute and prosecute any proceedings in law or in equity against the owner which violates the easements or restrictions herein or on whose property a violation of the easement or restrictions exists, in

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order to abate and/or remove the violation, or to recover damages or other compensation for such violation. Mackey and Hawk, their successors or assigns, who own the Restricted Property, or the portion thereof upon which a violation of these easements or restrictions occurs, agree to pay Moyle, her successors or assigns reasonable attorney's fees, costs of court, and expenses associated with any such violation, whether suit is instituted or not.

IN WITNESS WHEREOF the parties have entered into this Agreement the day and year first above written.

Judith Burton Moyle
Judith Burton Moyle

Marjorie W. Mackey 10/25/85
Marjorie W. Mackey

CLAUDE HAWK CORPORATION

BY Hal F. Hawk
Hal F. Hawk

Attest:

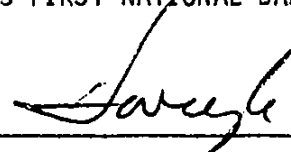
Thomas Hawk
Secretary

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ZIONS FIRST NATIONAL BANK, NATIONAL ASSOCIATION, by execution of this Easement and Restriction Agreement evidences it's consent to the terms of the Agreement and agrees to be bound by said terms as they affect the interest of ZIONS FIRST NATIONAL BANK, NATIONAL ASSOCIATION in the property described in the Agreement. ZIONS FIRST NATIONAL BANK, NATIONAL ASSOCIATION shall have no obligation to enforce the terms of the Agreement and shall not be subject to the attorney fee provision of the Agreement but shall otherwise be subject to the terms thereof.

ZIONS FIRST NATIONAL BANK, NATIONAL ASSOCIATION

By:



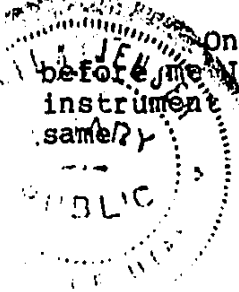
SR.V.P.

Thomas C. Swegle
Senior Vice President

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

On this 25th day of October, 1985, personally appeared before me Judith BURTON Moyle, the signer of the within instrument who duly acknowledged to me that she executed the same.

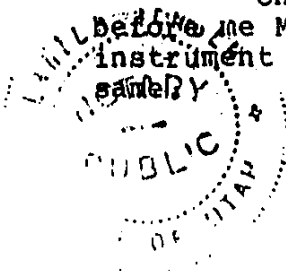


LaNita Jensen
NOTARY PUBLIC, LaNita Jensen
Residing in: Salt Lake County, Utah

My Commission Expires: April 8, 1989

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

On this 25th day of October, 1985, personally appeared before me Marjorie W. Mackey, the signer of the within instrument who duly acknowledged to me that she executed the same.



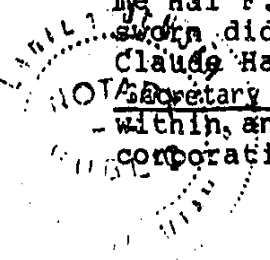
LaNita Jensen
NOTARY PUBLIC, LaNita Jensen
Residing in: Salt Lake County, Utah

My Commission Expires:

April 8, 1989

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

On the 25th day of October, 1985, personally appeared before me Hal F. Hawk and THOMAS HAWK, who being by me duly sworn did say that he the said Hal F. Hawk is the President of Claude Hawk Corporation the said THOMAS HAWK is the Secretary of Claude Hawk Corporation and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors.



LaNita Jensen
LaNita Jensen, Notary Public

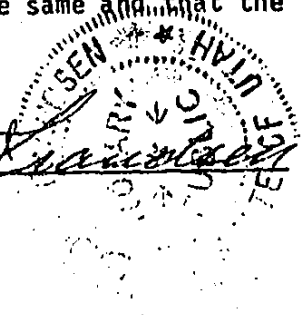
My Commission Expires: April 8, 1989
Residing in: Salt Lake County, Utah

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COUNTY OF SALT LAKE)
STATE OF UTAH) ss.

On the 29th day of October, 1985, personally appeared before me Thomas C. Sungle and Thomas C. Sungle who being by me duly sworn did say, each for himself, that he, the said Thomas C. Sungle is the Gen. Vice President, and he, the said Thomas C. Sungle is the Secretary of ZIONS FIRST NATIONAL BANK, NATIONAL ASSOCIATION, 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 Thomas C. Sungle and each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Laura [Signature]
Notary Public



My Commission Expires: 9/30/89

Residing in: Salt Lake City, Utah

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REBECCA GRAY
REBECCA GRAY

STATE OF UTAH
SALT LAKE COUNTY

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SALT LAKE COUNTY, UTAH

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