

**DECLARATION OF RESTRICTIONS AND
CROSS EASEMENT AGREEMENT**

This Declaration of Restrictions and Cross Easement is made this 31 day of ^{July}~~June~~, 1995, by and between SBW Associates, a Utah general partnership (hereinafter "SBW"); GARY M. JOHNSON, an individual ("Johnson"); and AMERICAN FORK CITY, a governmental entity in the County of Utah, State of Utah (hereinafter "City"). SBW and Johnson are collectively referred to herein as "Declarants".

WHEREAS, SBW owns Lots 2, 3, 4 and 5 of North Timp Shopping Center Subdivision as described in the plat map recorded in the Utah County Recorder's Office on 4 AUG, 1995 in book _____, page _____, entry number 50415 (hereinafter "SBW Property"), which is located in the City of American Fork, Utah County, Utah. Attached as Exhibit "B" is a copy of a portion of the plat depicting the Lots of real property referred to herein; and,

WHEREAS, Johnson owns Lot 1 of North Timp Shopping Center as described in the plat map recorded in the Utah County Recorder's Office on 29 July, 1995 in book ~~3448~~ _____, page _____, entry number 60919 (hereinafter "Johnson Property"), which is located in the City of American Fork, Utah County, Utah. Attached as Exhibit "B" is a copy of the plat depicting the Subject Land referred to herein; and,

WHEREAS, the location of the respective lots of property and their relationship to one another are depicted on the Site Plan attached as Exhibit "A"; and,

WHEREAS, SBW is developing a shopping center known as the North Timp Shopping Center ("Shopping Center"), which is depicted on Exhibit "A" and further described in Exhibit "E" attached hereto and by this reference incorporated herein; and,

WHEREAS, the Declarants desire to enter into this Declaration of Restrictions and Cross Easement Agreement to set forth their respective rights and obligations relating to the access, ingress and egress, use and maintenance, cleaning, repair and insurance of the respective lots of property within the Shopping Center, which consists of Lots 1-5, North Timp Subdivision; and,

WHEREAS, the City has required that this Declaration be made as a condition of SBW and Johnson Property being allowed to record the subdivision plat for the Subject Land.

NOW, THEREFORE, SBW and Johnson hereby declares for and on behalf of itself and subsequent owners that the Subject Land shall be acquired, held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following restrictions, all of which are declared and agreed to be in furtherance of a plan for the preservation and improvement of the Subject Land for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subject Land.

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ARTICLE I DEFINITIONS

1.01. Defined Terms. Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article I.

1.02. "Assessments or Special Assessments" shall mean a charge against a particular Lot equal to its share of the Common Area expenses set forth herein and/or the cost incurred by the Association for corrective action performed pursuant to the provisions of this DECLARATION.

1.03. "Building" shall mean the structure or structures to be constructed within the Subject Land.

1.04. "Building Areas" shall mean those areas designated and set forth within each separate Lot on the Site Plan or any changes thereto as permitted by this Declaration.

1.05. "Common Areas" shall mean those portions of the Shopping Center (or Subject Land), including landscaping and common facilities thereon, which are not Building Areas.

1.06. "Lot" shall mean each separate lot of land contained in the Shopping Center which lots are described on Exhibits A and B.

1.07. "Owner" shall mean the owner of the fee title to any Lot.

1.08. "Shopping Center" shall mean Lots 1-5, North Timp Subdivision and contains all Building Areas and Common Areas collectively, regardless of the degree of completion of improvements as of the date of this Declaration.

1.09. "Site Plan" shall mean the Site Plan attached hereto as Exhibit "A" and by this reference incorporated herein, as may be amended from time to time by the Owners as set forth in this Declaration.

1.10. "Subject Land" shall mean collectively all the Lots and shall interchangeably be referred to as the Shopping Center. The Subject Land is further described in Exhibit "E" attached hereto and by this reference incorporated herein.

ARTICLE II DECLARATION

2.01. Common Plan. Declarants by this Declaration intend to establish a common plan for the development, landscaping and maintenance of the Shopping Center in order to insure the protection, maintenance, and improvement of the Shopping Center, and as

hereinafter set forth, by this Declaration will establish certain easements, covenants, and reservations upon and subject to which the Shopping Center will be used, held, leased, sold, or conveyed by Declarants which easements, covenants, and reservations are intended for the benefit of the Shopping Center and each Owner of any interest therein, whether present or future, and which shall inure and pass with the Shopping Center and each and every interest therein.

2.02. Permitted and Prohibited Uses. Except as otherwise provided in this Declaration, the Shopping Center and any portion thereof shall be used, if at all, only for the construction, operation, and maintenance thereon of retail business, restaurants, automotive services, gas stations, business and professional offices, financial institutions, and related facilities permitted by the zoning of the Subject Land, and for Common Areas relating to and necessary to the operation of the foregoing. In no event shall any portion of the Subject Land be used or operated for any use or purpose, and/or by any tenant or other occupant, which is not consistent and compatible with the intention of the parties, or this Declaration, at all times during the term of this Agreement.

2.03. No Interference with Common Areas. No use of the Shopping Center shall interfere with the use of the Common Areas within the Shopping Center for the purposes for which they were intended as provided in this Agreement or impede the free flow of vehicular or pedestrian traffic thereon.

2.04. No Barriers. No walls, fences, or barriers of any kind shall be constructed or maintained on the Common Areas, or any portion thereof, by any party which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement, including without limitation, of pedestrians and vehicular traffic between the various Lots; provided, however, reasonable traffic controls which may be necessary to guide and control the orderly flow of traffic may be installed so long as access driveways to the parking areas in the Common Areas are not closed or blocked. The only exceptions to this provision shall be (1) for changes to the Building Areas and Common Areas permitted by this Declaration, (2) landscaping of each lot as shown on the Site Plan, (3) for incidental encroachments upon the Common Areas which may occur as a result of the use of the ladders, scaffolding, storefront barricades and similar facilities resulting in temporary obstruction of the Common Areas, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction work being expeditiously pursued, and (4) for temporary blockage of certain areas deemed necessary by the parties to prevent a public dedication of an easement or access right as provided for herein.

2.05. Conformity to Site Plan. Declarants, or their successors and assigns, shall develop and landscape the Shopping Center in the manner shown in the Site Plan attached hereto as Exhibit "A". Further, such development and improvement shall be in accordance with the Site Grading and Utility Plan attached hereto as Exhibit "D". Any changes to the Exhibit "A" Site Plan may only be made with the prior written consent of the Owners, which consent shall not be unreasonably withheld or delayed if such changes do not materially and

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adversely impact upon or affect traffic flow, visibility, parking upon, and access with respect to the Shopping Center.

2.06. Building Construction. All construction, alteration, and repair work relative to the Shopping Center shall be accomplished in an expeditious manner, in compliance with all laws, rules, regulations, orders, permits, approvals, and licenses of governmental authorities having jurisdiction. The Owner undertaking such work shall take all necessary measures to minimize any disruption or inconvenience caused by such work. Such work shall be accomplished in such a manner as to minimize any damage or adverse effect which might be caused by such work to any other party or to the Lot on which the work is being done or any other Lot in the Shopping Center. The Owner undertaking such work shall repair at its own cost and expense any and all damage caused by such work and shall restore the affected portion of the Lot upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the beginning of such work. In addition, the Owner undertaking such work shall promptly pay all costs and expenses associated therewith and shall indemnify and hold all Owners harmless from all damages, losses, or claims, including reasonable attorneys fees, attributable to the performance of such work. Except in cases of emergency or the prior consent of the Owners, all such work shall be undertaken only after giving said Owners thirty (30) days prior written notice of the work to be undertaken, the scope and nature of the work, the duration of the work, and the area in which the work is to be performed.

2.07. Location of Buildings. Subject to the restrictions set forth in this Declaration, all Buildings shall be placed or constructed upon the respective Lot in the Shopping Center only within the Building Areas as herein defined. No Buildings shall be placed or constructed in the Shopping Center within the Common Areas, except pylon signs, directional signs, bumper guards or curbs, landscape planters, lighting standards, and other landscaping or other improvements as may be required under applicable controls and regulations of the City of American Fork, Utah. In addition, subject to the provisions of Section 2.01, any Owner may construct, install, repair, remove, replace, and maintain sidewalks and walkways, and canopies and marquees (with signs which may be affixed thereto) which may encroach a reasonable distance (not to exceed fifteen feet (15') over or upon, as the case may be, the sidewalks and walkways contiguous to the Building Area. The Building Area of each Lot may, but need not be developed to the full gross square footage of Floor Area as set forth on Exhibit "A" as amended; provided, however, except as provided in the preceding sentence, no Building located on any Building Area may be extended beyond the boundaries of the Building Area as shown on Exhibit "A", nor may a Building be enlarged after it is initially constructed, to create more gross Floor Area as shown on said Exhibit "A" or reduce parking area lower than five 5 cars per 1,000 square feet of building area, such as additions extending over present Common Areas, or basements, without the prior written consent of all the Owners, which consent shall not be unreasonably withheld if such additions do not materially and adversely impact upon or affect traffic flow, visibility, parking upon and/or access with respect to the Shopping Center and the respective Lots.

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2.08. Maintenance of Buildings. The Owner of each Lot in the Shopping Center shall maintain, or cause to be maintained, in a safe, clean and tenantable condition and in good order and repair, all buildings (including, but not limited to, all loading docks, truck facilities, sidewalks, and compactor areas) located on its respective Lot.

It shall be the duty of each Owner at its sole cost and expense to maintain, repair, replace and restore its Lot including any improvement thereon in a neat, sanitary and attractive condition. In the event that any Owner shall permit any improvement, which is the responsibility of such Owner to maintain, to fall into disrepair or not to be so maintained so as to create a dangerous, unsafe, unsightly or unattractive condition or to otherwise violate this Declaration, the Association shall have the right, but not the duty, upon fifteen (15) days prior notice to the Owner of such Lot, to correct such condition and to enter upon such Owner's Lot to make such repairs or to perform such maintenance and the cost thereof shall be assessed to the Owner. Said cost shall constitute a Special Assessment and shall create a lien enforceable in the same manner as other assessments as set forth in this Declaration. The Owner shall pay promptly all amounts due for such work and the costs and expenses of collection may be added, at the option of the Association, to amounts payable by each Owner as a regular Assessment.

Any Owner who has suffered damage may apply for approval to the Association for reconstruction, rebuilding or repair in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full and complete plans and specifications, working drawings and elevations showing the proposed reconstructions and the end result thereof. The Association shall grant such approval only if the design proposed by the Owner shall result in a finished structure in harmony with the exterior design of other structures on the Lot. Failure of the Association to act within thirty (30) days after receipt of such a request in writing coupled with the drawings and plot plans showing the full and complete nature of the proposed changes shall constitute approval thereof.

2.09. The Association.

A. Name and Location.

1. The ASSOCIATION shall be a Utah corporation called "North Timp Property Owners Association" and hereinafter referred to as the Association.
2. The principal office for the transaction of the business of the Association is hereby fixed within and located with the Shopping Center area, or as close thereto as practicable. The initial office of the Association shall be at c/o Woodbury Corporation, 2677 East Parleys Way, Salt Lake City, Utah 84109. The Board of Directors is granted

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full power and authority to change said principal office from one location to another and it is contemplated that the office will at sometime in the future be moved to a location at or near the Shopping Center.

3. Articles of Incorporation shall be prepared and recorded with the State of Utah according to the law.

2.10 Members.

1. Every OWNER, or his assignee (in the case of leased facilities), shall be a Member of the Association. Such ownership shall be the sole qualification for membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Not more than one membership shall exist per Lot.
2. The Membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of such Owner's Lot, and then only to the purchaser of such Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event an OWNER should fail or refuse to transfer the membership registered in his name to the purchaser of such Lot, the Association shall have the right to record the transfer upon the books of the Association.
3. The membership of any member of the Association shall automatically terminate if the Member ceases either to be a record OWNER of a fee or undivided interest in any Lot.
4. Members shall be entitled to one vote in the Association for each Lot in which they hold interest required for membership.
5. There shall be a total of five (5) Members allowed.
6. Every Member entitled to vote at any election for the removal of Directors shall have the right to cumulate his votes and give one candidate a number of votes equal to the number of Lots that Member owns or may split the total cumulative votes to as many Directors as are running for office. The candidates receiving the highest number of votes up to the number of Directors to be elected shall be elected.
7. In its discretion, the Board may, but not need to, issue appropriate membership certificates evidencing membership in the Association.

8. A Member may own more than one membership in the Association by complying with the qualifications of membership as set forth in this section.
9. Each Member shall be personally liable for the payment of such assessments as may from time to time be fixed and levied by the Board pursuant to the provisions of the Declaration provided, however, such levy must be applied in a uniform manner among all Members except in the case of a SPECIAL ASSESSMENT. If such assessments are not paid by a Member within 30 days from when due, they shall bear interest from the date of delinquency at the rate of sixteen percent (16%) per annum.
10. Should any Member fail to pay his Assessment before delinquency, the Association, in the discretion of the Board, shall have the right to a lien on the Lot(s) owned by such member and the right to enforce payment of such delinquent assessments according to the mechanics lien laws of Utah.
11. Upon the timely curing of any delinquency for which a notice of claim of lien or any such action has been filed by the Association in accordance with the provisions of this Declaration, the officers or authorized agents of the Association shall file or record an appropriate release of such notice or dismissal of such action, as the case may be, upon the payment by the delinquent Member of a fee, to be determined by the Board, but not to exceed the actual cost of filing said notice or action that covers the cost of preparing or filing and recording such actions, notices or releases together with the payment of such other costs, interest or fees as shall have accrued in connection with the delinquency.
12. The following provisions shall govern the promulgation of the Association Rules which shall include the establishment of a system of fines and penalties:
 - a. The Board in its discretion shall recommend to the Association such rules and regulations as are consistent with and in furtherance of existing law and the Declaration. Upon the vote by written consent of the majority of the voting power of the Association, such rules and regulations shall take effect as the Association Rules.
 - b. The Board in its discretion may recommend to the Association a list of specific fines and penalties for the violation by any



Member of the provisions of the Declaration or Association Rules. Such fines and penalties shall be binding on all Members and shall be enforceable by the Board as a Special Assessment. Such a remedy shall not be deemed to be exclusive and the Board shall have such other remedies as are provided for by applicable law, the Declaration and the Association Rules.

c. Any Association Rules promulgated pursuant to this section shall provide that no fine or penalty shall be levied without the following procedural safeguards:

- (1) A written statement of the alleged violation shall be provided to any Member against whom such charges are made, and such written statement shall provide a date on which the charges shall be heard.
- (2) No proceedings under this section shall be brought against any Member unless such Member shall have received written statement of charges at least thirty (30) days prior to that hearing.
- (3) No proceedings shall be brought against any Member more than sixty (60) days after such Member is provided a written statement of charges.
- (4) In the event that a Member shall correct an alleged violation prior to the hearing date, the Board shall discontinue the proceedings.

13. The Directors shall not be personally liable for the debts, liabilities or other obligations of the Association. Directors shall also not be liable for any damage or consequences experience by a member from a decision of the Board or its Agents.
14. Membership in the Association is nontransferable and nonassignable except to an assignee having real interest in a Lot.
15. The Association shall keep a membership book containing the name and address of each member. Termination of the membership of any member shall be recorded in the book, together with the date on which such membership ceased. Such book shall be kept at the Association's principal office.

2.11 Powers of the Board of Directors.

1. A majority of the number of Directors as fixed by this Declaration shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision made or done by a majority of the Directors present at a meeting, unless otherwise stated herein, at a meeting duly held at which a quorum is present shall be regarded as the act of the Board.
2. A quorum of the Directors may adjourn any Board meeting to meet again at a stated day and hour; provided, that in the absence of a quorum, a majority of the Directors present at any Board meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.
3. No Director or officer shall receive any salary for his services as such officer or Director. Nothing herein contained shall be construed to preclude any Director from serving the Association as agent, counsel, or any capacity other than as such Director, and receiving compensation therefor.
4. The Members of the Board shall elect one each of their number to act as Chairman and Secretary. The Chairman shall preside at all meetings and the Secretary shall record the minutes of all meetings of the Board and the Members.
5. Except to the extent prohibited by law, the Association shall reimburse, indemnify and hold harmless each present and future Director and each person who, at the request of the Directors acts as an officer, agent or employee from and against all loss, cost, liability and expense which may be imposed upon or reasonably incurred by him, including reasonable settlement payments in connection with any claim, action, suit or proceeding, or threat thereof, made or instituted, in which he may be involved or made a party by reason of his being or having been a Director, Officer or employee of the Association, or by reason of any action alleged to have been taken or omitted by him in such capacity, if a disinterested majority of the Board of the Association (or, if a majority of the Board is not disinterested, then independent legal counsel) determines in good faith that such person was acting in good faith.
 - a. within what he reasonably believed to be the scope of his authority or employment; and
 - b. for a purpose which he reasonably believed to be in the best interests of the Association. Such determination shall be made

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within thirty (30) days after the date on which a written claim is submitted by such Director to the Board for any loss, cost, liability or expense.

The right of indemnification provided in this section shall inure to each person referred to in this Section, whether or not the claim asserted against him is based on matters which arose in whole or in part prior to the adoption of this section, and in the event of his death shall extend to his legal representatives. The right of indemnification provided in this section shall not be exclusive of any other rights to which any such person, or any other individual, may be entitled as a matter of law.

2.12. Use of Common Areas. The Common Areas shall be used for the following purposes only:

- (a) The parking of passenger vehicles and pedestrian and vehicular traffic.
- (b) The installation, maintenance, and operation of underground common and/or public utilities services serving any of the Building Areas, together with and including vaults, manholes, meters, pipelines, valves, hydrants, sprinkler controls, conduits, and related facilities on site, storm drainage piping, and retention and detention ponds, and related facilities, and sewage facilities, all of which (except hydrants) shall, to the extent reasonably possible, be even with or below the surface of the ground.
- (c) The location of mail boxes, public telephones, newspaper racks, and benches for the comfort and convenience of customers, visitors, invitees, licensees, and patrons of the businesses located or to be located upon any of the Building Areas or any portion thereof, as the Declarants and their legal representatives, successors, assigns, or grantees may from time-to-time deem appropriate.
- (d) The construction, maintenance, repair, replacement, rearrangement, and reconstruction of parking stalls, streets, sidewalks, ramps, driveways, lanes, curbs, gutters, traffic control areas, signals, traffic islands, and traffic and parking lighting facilities.
- (e) The construction, maintenance, repair, replacement, and reconstruction of monument and pylon signs (with appropriate underground electrical connections), if otherwise permitted.
- (f) The construction, maintenance, repair, replacement, and reconstruction of landscaped areas including planters, planting boxes, edgers, decorative walls, and sprinklers and valves.
- (g) The ingress and egress of Owners, agents, contractors, employees, customers, invitees, or licensees, (and their vehicles) of businesses operating in the Shopping

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Center and to and from any public streets adjacent thereto and to and from any Building Area, and the ingress and egress of delivery and service trucks and vehicles to and from the Building Areas or any portion thereof and to and from any public streets adjacent thereto, for the delivery of goods, wares, merchandise, and the rendition of services to Owners and their respective heirs, successors, grantees, assigns, and lessees.

(h) Subject to adequate provision for the uses set forth in the other sections of this Declaration, the rearrangement and reconstruction of truck loading and unloading areas, including ramps, docks, and similar facilities and trash, refuse, and garbage container storage areas.

(i) The temporary parking of trucks, tractors, trailers, and other delivery vehicles used in conjunction with the exercise of any of the activities described in Paragraph (g) above.

(j) Subject to the foregoing limitations and restrictions, during the course of construction of any Buildings which may hereafter be constructed upon any of the Building Areas, those portions of the Common Areas immediately adjacent thereto may be used by the Owner of the Building Area, or, with such Owner's written consent, by the tenant thereof for the temporary storage of construction materials and equipment used and to be used in connection with the construction of the Building, provided that such use thereof does not unreasonably interfere with the normal use of such Common Areas.

(k) The conducting of sidewalk or outdoor sales or entertainment by the Owner or Lessee thereof of the Lot containing said Common Area provided that said sales are conducted within said Lot.

2.13. Prohibited Use of Common Areas. The Common Areas shall not at any time be used for the parking of trucks (other than passenger trucks) or the loading or unloading thereof, except for the parking, loading or unloading of trucks during and in connection with construction of Buildings upon any of the Building Areas and the servicing and supplying of Building Areas; provided, however, that if at all possible such service and supplies shall be provided to the Building Areas from the Common Area at the rear of the Building Areas, the delivery or removal of trade fixtures, including signs, or the construction, repair, or maintenance of parking areas and improvements and facilities herein permitted, upon the condition, however, that any such use shall be confined to the portion of the Common Areas which is reasonably necessary in connection with the matters herein specified and shall be diligently and promptly completed.

2.14. Parking and Associated Areas. All driving aisles, parking aisles, driveways, and parking areas contained within the Common Areas shall be properly graded, leveled, and paved with concrete or asphalt and shall also be properly marked with painted lines for the orderly flow of traffic and the parking of motor vehicles. All parking areas within the Common Areas shall be provided with appropriate access to driving aisles and driveways of

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adequate width. There shall be no charge for parking in the Common Area without the prior written consent of the Owners or unless otherwise required by law. Each Owner shall act in good faith to cause its employees, agents, licensees, and contractors to park only on the respective lot of each Owner.

2.15. No Changes in Traffic Patterns. Following the completion of the construction of the Buildings or similar structures on the Building Areas the sizes and arrangements of those portions of the Common Area then used for parking areas and the traffic circulation and flow patterns on the Common Areas shall not be changed or altered without the prior written consent of the Owners, which consent shall not be unreasonably withheld.

ARTICLE III EASEMENTS

3.01. Grant and Declaration of Reciprocal Easements. Declarants hereby grant to each and every Owner and their respective successors, assigns, mortgagees, lessees, sublessees, employees, agents, customers, licensees, and invitees having business in the Shopping Center, and declares for the benefit of each of the respective Lots within the Shopping Center permanent, mutual, reciprocal, and non-exclusive easements and rights to use the Common Areas for the purposes for which they are provided and intended, including, but not limited to, ingress, egress, access, and parking for vehicular or pedestrian traffic, upon or across the parking areas, entrances, exits, driveways, walks, or service drives located within the Common Areas and the use of storm drainage and retention facilities, landscaping, and other public facilities, directional signs and other areas intended for common use.

3.02. Separate Utility Lines. Declarants hereby grant to each and every owner, respectively, nonexclusive easements in, to, over, under, and across the Common Areas of the respective Lots, provided that no such easement shall encroach more than fifteen feet within any boundary of a Building Area within said Lot without the prior written consent of the Owner thereof, for the installation, operation, flow, and passage, use, maintenance, repair, relocation and removal of sanitary sewers, storm drains, retention and detention ponds, water and gas mains, electrical power lines, telephone lines and other utility lines serving the respective Lots of each of the Owners. All of such sewers, drains, mains, and lines shall be underground. However, the easement for separate utility lines provided herein shall be limited to such portion of the Common Areas as necessary to provide reasonable utility services to each Lot together with such area on both sides of the utility line as is the ordinary custom and practice in the industry to provide for the installation, operation, and maintenance of the utility. The easements shall be defined and placed of record in conjunction with installation. All separate utility easements shall, to the extent possible, follow the most direct route to tie into common transmission lines except where such direct route would unnecessarily disrupt or damage Buildings and/or structures located upon the Common Areas or Building Areas or cross areas shown as Building Areas on Exhibit "A".

3.03. Common Utility Lines. Declarants hereby grant to each and every Owner, respectively, nonexclusive easements in, to, over, under, and across the Common Areas of the respective Lots exclusive of Building Areas, provided that no such easement shall encroach more than fifteen feet within any boundary of said Lot without the prior written consent of the Owner thereof, for the installation, operation, flow and passage, use, maintenance, repair, relocation and removal of sanitary sewers, storm drains, retention and detention ponds, water and gas mains, electrical power lines, cable television, telephone lines and other utility lines, all of such sewers, drains, mains, and lines to be underground, for the service of Common Areas and for use in common with other parties. Declarants hereby further reserve to each and every Owner the right to grant such easements in, to, over, under, and across its respective Lots, for the purposes hereinabove enumerated, to such other parties as may from time-to-time be entitled thereto. Easements identifying the exact location and use of such common utility lines shall be placed of record in conjunction with the installation of the utility. Each owner shall be responsible for the site of their respective Lots and shall be required to restrict discharge into the common sewer lines in such a way as to prevent said lines from clogging. Accordingly, each Owner shall be required to use its best efforts to prevent materials from being introduced into the sewer lines that could clog and/or interfere with said lines and/or the lines lift station.

3.04. Location of Utility Easements. The location of all utility easements of the character described in this Section shall be subject to the prior written approval of the Owner in, to, over, and under whose Lot the same is to be located, which approval shall not be withheld unreasonably. If requested by any utility company or any Owner upon completion of construction of such utility facilities, the Owners of Lots affected thereby shall join in the execution of an agreement, in recordable form, appropriately identifying the type and location of such respective utility facility.

3.05. Installation, Maintenance and Repair. The grantee of any of the utility easements referred to in this Section which exclusively serve the grantee shall be responsible as between the grantor and the grantee thereof for the installation, maintenance, and repair of all sanitary sewers, storm drains, pipes and conduits, mains and lines and related equipment installed pursuant to such grant. Any such maintenance and repair shall be performed only after two (2) weeks notice to the grantor of the grantee's intention to do such work, except in the case of emergency, and any such work shall be done without cost or expense to the grantor, and in such manner as to cause as little disturbance in the use of the Common Area, Building Area, or Lot as may be practicable under the circumstances.

3.06. Relocation. At any time the grantor of any of the utility easements granted pursuant to this Section which exclusively serve the grantee shall have the right to relocate on the land of the grantor any such sewers, drains, mains, and lines and related equipment then located on the land of the grantor, provided that such relocation shall be performed only after thirty (30) days notice of the grantor's intention to so relocate shall be given to the grantee, and such relocation: (a) shall not interfere with or diminish the utility services to the grantee; (b) shall not reduce or unreasonably impair the usefulness or function of such

utility; (c) shall be performed without cost or expense to grantee and in a manner as to reasonably minimize interference with the grantor's business; and (d) shall be made in accordance with and subject to applicable municipal ordinances, building codes, regulatory review, etc. Notwithstanding such relocation, maintenance shall be the obligation of the grantee; provided that if there shall be any material increase in such cost, the grantor shall bear such excess.

3.07. Use of Easements. The easements and rights-of-way, established by this Section, shall be for the benefit of and restricted solely to the use of the Owners and their respective successors and assigns, the lessees and sub-lessees of the Owners, mortgagees under mortgages covering any Lot, beneficiaries and trustees under deeds of trust covering any of the Lots, and to the Owners' agents, customers, employees, licensees, and business invitees and the same is not intended and shall not be construed as creating any rights in or for the benefit of the general public; provided further that the grant herein is subject to the specific provisions and restrictions contained in this Declaration.

3.08. Right to Close Common Areas. Declarants for themselves and the then Owners of any portion of the Common Areas reserve the right to close temporarily all or any portion of the Common Areas to such extent as in the opinion of Declarants or the then Owners of the Common Areas is legally necessary and sufficient to prevent the dedication thereof or any accrual of any rights therein in any person other than as created hereby or in the public generally.

3.09. No Further Easements. No Owner of any real property interest in the Shopping Center shall grant any easement, right-of-way, or right of use with respect to any of the Common Areas, except as provided herein, without the written consent of all Owners of Lots covered by this Declaration.

ARTICLE IV ENFORCEMENT

4.01. This Declaration may be enforced by the Association.

A breach of any of the covenants contained in this Declaration and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by an Owner, or the Association or the successor-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees in the amount as the court may deem reasonable in favor of the prevailing party as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance and every remedy allowed by law or equity against a nuisance either public or

private shall be applicable against every such result and may be exercised by any Owner by the Association or its successors-in-interest.

The remedies herein provided for breach of the covenants contained in this DECLARATION shall be deemed cumulative and none of such remedies shall be deemed exclusive.

The failure of the Association to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

A breach of the covenants, conditions and restrictions contained in this Declaration shall not affect or impair the lien or charge of any bona fide first mortgage made in good faith and for value on any Lot or structure provided, however, that any subsequent Owner of such Lot or structure shall be bound by said covenants whether such OWNER'S title was acquired by foreclosure in a trustee's sale or otherwise.

The Owner of any Lot may authorize and empower any lessee, any mortgagee or beneficiary under a deed of trust respecting such Lot to prosecute in such Owner's name and stead any proceedings.

All remedies provided for herein shall be cumulative and in addition to any other remedies available at law or in equity.

The failure to enforce any of the covenants, conditions and restrictions contained in this Declaration in any particular instances, circumstances or situations shall not be construed as a waiver or otherwise impair the enforceability of such covenant, condition or restriction contained in this Declaration in any other instances, circumstances or situations.

ARTICLE V SEWER SERVICES

5.01. Ownership and Maintenance of Common Sewer Line.

Within the Shopping Center there presently exists a common lateral sewer line and lift station which is shown in Exhibit "A" hereto (the "Sewer Line"). This line serves both the subdivision and the adjacent parcel of property described in Exhibit "C" (the "Golding Parcel"). The line and substation may have been dedicated to the City in the existing recorded plat for the subdivision. The City hereby quitclaims any and all right, title and interest it may have in the Sewer Line to the Association. The Association agrees to operate and maintain the Sewer Line for the benefit of its members.

From and after the date of the recording of this agreement, the Sewer Line shall be the exclusive property of the Association who shall treat the costs of operating and maintaining the same as a Common Area expense in accordance with Section III hereof.

Further, the Association shall have the right, but not the obligation to allow the use of the Sewer Line by the Golding Parcel. In the event that the Association enters into an agreement to allow the use of the Sewer Line by the Golding Parcel, then the cost of maintenance and operation of the Sewer Line shall be divided into six equal units, one of which shall be charged to and paid by the owner of the Golding parcel. The Association shall be allowed to charge Golding an additional management fee not to exceed fifteen (15%) percent of the actual costs of operating, maintaining, and improving the Sewer Line in order to compensate the Association for the administrative costs associated therewith.

ARTICLE VI RIGHTS AND OBLIGATIONS OF OWNERS

6.01. Common Areas: Maintenance and Expense Allocations.

a. Maintenance.

i. Standards. Following completion of the improvements of the Common Areas, the Association shall maintain the Common Areas including landscaping, Lots in good condition and repair. The maintenance is to include, without limitation the generality of the foregoing, the following:

(1) Maintaining the surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use and durability.

(2) Removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition and free of dirt and debris.

(3) Placing, keeping in repair and replacing any necessary or appropriate directional signs, markers and lines.

(4) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required for adequate lighting.

(5) Maintaining all exterior of building walls in good condition and state of repair; and

(6) Maintaining all landscaped areas in a thriving and trimmed condition and making such replacements of shrubs and other landscaping as is necessary.

ii. Expenses.

(1) The respective Owners shall timely pay the maintenance expense of their respective Lots.

(2) Where utilities are used exclusively by an Owner that Owner shall pay the entire maintenance expense.

(3) Where utility lines are jointly used by Owners, each Owner using such line shall pay the maintenance cost thereof proportionate to the total building area of completed buildings on such Owners' lots.

iii. Common Area manager. The Association may elect or hire a Common Area Manager who shall manage such common areas as the Owners shall designate and pro-rate such costs among the Owners.

6.02. Common Area Liability Insurance.

a. Indemnification. Each and any Owner, tenant, successor or assignee of an interest in any Lot of the Shopping Center or part thereof (hereinafter referred to as "Owners") hereby agrees to indemnify, defend and save the other Owners harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property and occurring on its own Lot, except if caused by the intentional misconduct or negligence of any other Owner.

b. Insurance.

Each Owner shall fully insure its Lot, including the improvements thereon, against loss or damage by fire or by any other casualty and personal liability.

All taxes and assessments on individual lots are not the responsibility of DECLARANT or other Owners. Each Owner is solely responsible for taxes and assessments relating to its improvements and Lot.

6.03. Taxes. Each Owner shall pay, or cause to be paid, unless otherwise required by the terms of any lease, directly to the tax assessor, prior to delinquency, all real property taxes and other special taxes and assessments which may be levied or assessed against the Lot owned by said Owner, including the portion of the Common Area within such Owner's Lot, and including any assessment attributable to appurtenant interests created by this Agreement, subject to the right of any party to contest such taxes and assessments in the manner provided by law.

6.04. Rules and Regulations. The Declarants and their successors and assigns, may make reasonable and non-discriminatory rules and regulations governing the use of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration and with the terms and conditions of existing long-term leases.

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6.5

Any Owner may take judicial action against any other party to enforce compliance with such rules and regulations or other obligations arising hereunder, or to obtain damages for noncompliance therewith, as permitted by law. In the event of such judicial action, the Owner shall be entitled to recover their costs, including reasonable attorney's fees.

6.05. Implied Rights. The Declarants may exercise any right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Upon receipt by an Owner of a request for approval, such Owner shall, within thirty (30) days after receipt of such request for approval, notify in writing the party making such request of any objections thereto (such objections to be specifically stated) and such party may within fifteen (15) days thereafter resubmit its request for approval rectifying any such objections to the appropriate Owner. The Owner shall then have an additional fifteen (15) days after receipt of said revisions to approve or disapprove same. Failure to give any written notice of disapproval within the periods provided for above shall constitute approval thereof by such Owner.

The right to enforce the terms, covenants, and easements contained herein shall belong only to the Owners, lessees of the Owners, if any, and to mortgagees under mortgages covering any of the Shopping Center and beneficiaries and trustees under deeds of trust covering any of the Shopping Center of the Owners, provided that the lease or memorandum of lease in favor of such lessee, mortgage in favor of such mortgagees, or deed of trust in favor of such beneficiary and trustee is recorded in the office of the Recorder of Utah County, State of Utah.

In the event of any violation or threatened violation of any of the terms, restrictions, or covenants contained herein, any person entitled to enforce this Declaration will have, in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

If performance of any act or obligation of any party is prevented or delayed by an 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 shall be extended for the period that such act or performance is actually delayed or prevented by any such cause.

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 attorneys' fees from the losing party or parties and any judgment or decree rendered shall include an award thereof.

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 any breach of this Declaration.

A breach or 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, or any mortgages securing construction financing on any Lot, but such term, covenants, or restriction will be binding on and be effective against anyone whose title to any portion of the Subject Property is acquired by foreclosure, trustee's sale, or otherwise.

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 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.

6.06. Amendments

This Declaration may be amended only by the EIGHTY PERCENT (80%) affirmative vote of all the Owners and approval by the City if such amendment alters the Subdivision Site Plan.

This Declaration may be amended, modified, supplemented, rescinded or terminated in whole or in part only by the recording in the Official Records of the County Recorder of Utah County, Utah, of an instrument setting forth such change which has been executed by no fewer than four (4) Owners.

6.07. Constructive Notice and Acceptance

Every person who owns, occupies or acquires any right, title, estate or interest in or to any LOT or other portion of the Shopping Center does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Shopping Center or any portion thereof.

6.08. Notice of Interest, Rights, Powers and Obligations

The provisions contained in this Declaration and all of the rights, obligations and powers herein created shall run with and be both a benefit appurtenant to and burden on each

Handwritten signature and initials, possibly "WP" and "mg", in the bottom right corner.

and every Lot, shall be binding upon and inure to the benefit of each and every person having or acquiring any right, title or interest in any Lot and shall constitute a servitude on each Lot with all other Lots the dominant tenements.

No right or power conferred hereunder shall be alienable separate or apart from the Lot to which it is appurtenant.

ARTICLE VII GENERAL PURPOSES

7.01. Declaration Term. Except as otherwise provided, the Covenants, Conditions and Restrictions contained in this Declaration shall remain in effect until December 31, 2045.

7.02. Not a Public Dedication. Nothing contained in this Declaration shall 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.

7.03. Severability. If any clause, sentence, or other portion of the terms, covenants, or restrictions of this Declaration becomes illegal, null, or void for any reason, or is held by any Court of competent jurisdiction to be so, the remaining portions shall remain in full force and effect.

7.04. Dominant and Servient Estates. Each and all of the easements and rights granted or created herein are appurtenances to the applicable portions of the Shopping Center and none of such easements and rights, the property benefitted shall constitute the dominant estate, and the particular areas of the Shopping Center which respectively are burdened by such easements and rights shall constitute the servient estate.

In case of any dispute as to location and need for mutual access, the Association is empowered to make determinations that will be binding upon disputing Owners.

7.05. 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 Lot hereinabove described; (b) will create mutual equitable servitudes upon each Lot in the Shopping Center in favor of the Shopping Center; (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 is to be performed on such portion; and (d) will inure to the benefit of the Declarants and their respective successors and assigns as to the respective Lots of land in the Shopping Center and to the benefit of mortgagees under mortgages covering the Shopping Center and beneficiaries and trustee under trust deeds covering the Shopping Center.

7.06. Compliance with Laws. Subject to any legal right they may have to contest, all Owners shall comply promptly with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies pertaining to the use of occupancy of the Shopping Center, as such statutes, ordinances, regulations, orders, and directives now exist or may hereafter provide.

7.07. Benefit and Burden. The terms, covenants, and conditions contained herein shall inure to the benefit of and shall be binding upon the Declarants, all Owners, and any other person having any interest in the Shopping Center and their respective legal representatives, successors, and assigns.

7.08. Intent and Purpose. The provisions of this Declaration, and any Supplemental or Amended Declaration, shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a shopping center. Failure to enforce any provision, restriction, covenant, or condition in this Declaration, or in any Supplemental or Amended Declaration, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.

7.09. Construction. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural shall include the singular, and the use of any gender shall include all genders. The articles and section heading as set forth herein are for convenience and reference only and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of this Declaration or any article, section or provision hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

7.10. Owner Obligations. All obligations of each Owner under and by virtue of the provisions contained in this Declaration shall continue so long as Owner is the record Owner, notwithstanding that it may be leasing, subleasing, or selling its Lot under contract. The Owner shall have no obligation for expenses or other obligations accruing after it conveys its fee title of any Lot(s) to another party.

IN WITNESS WHEREOF, the Declarants and the City have duly executed this Declaration the day and year first above written.

"DECLARANT-SBW"

SBW, a Utah general partnership

By: Wallace Woodbury
Its: ATTORNEY-IN-FACT

UP
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By: W. Richards Woodbury
Its: Atty-in-Fact

"DECLARANT - GARY M. JOHNSON"

Gary M. Johnson, an individual

"DECLARANT - AMERICAN FORK CITY"

By: Jess Green
Its: Mayor

utw\notimp5.cea

ENT 50416 BK 3736 PG 83

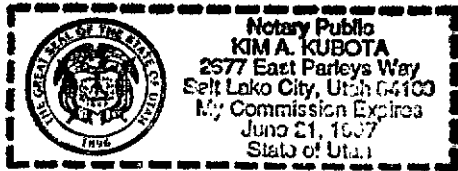
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6.3.7

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 31 day of JULY, 1995, personally appeared Wallace R Woodbury, Attorney-in-Fact, and W. Richards Woodbury, Attorney-in-Fact, to me personally known, who being by me duly sworn did say that they are General Partners of that certain partnership known as SBW, and that the within instrument was executed by them, for and on behalf of said partnership.



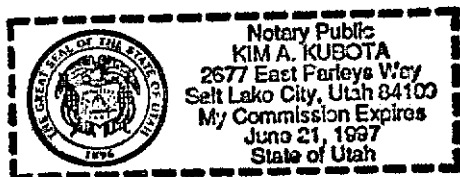
Kim A. Kubota
Notary Public

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On this 31 day of JULY, 1995, before me personally appeared GARY M. JOHNSON, who being by me duly sworn did say that he is the signer of the foregoing instrument and who duly acknowledged to me that he executed the same.



Kim A. Kubota
Notary Public

4P
6.1 mg

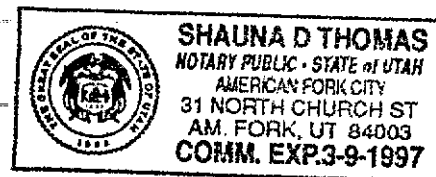
STATE OF UTAH

: SS.

COUNTY OF

On this 26th day of July, 1995 before me personally appeared Mayor Jess Green and Mayor, to me personally known to be the Mayor and of American Fork City, the governmental entity that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said 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.

Shauna D. Thomas
Notary Public

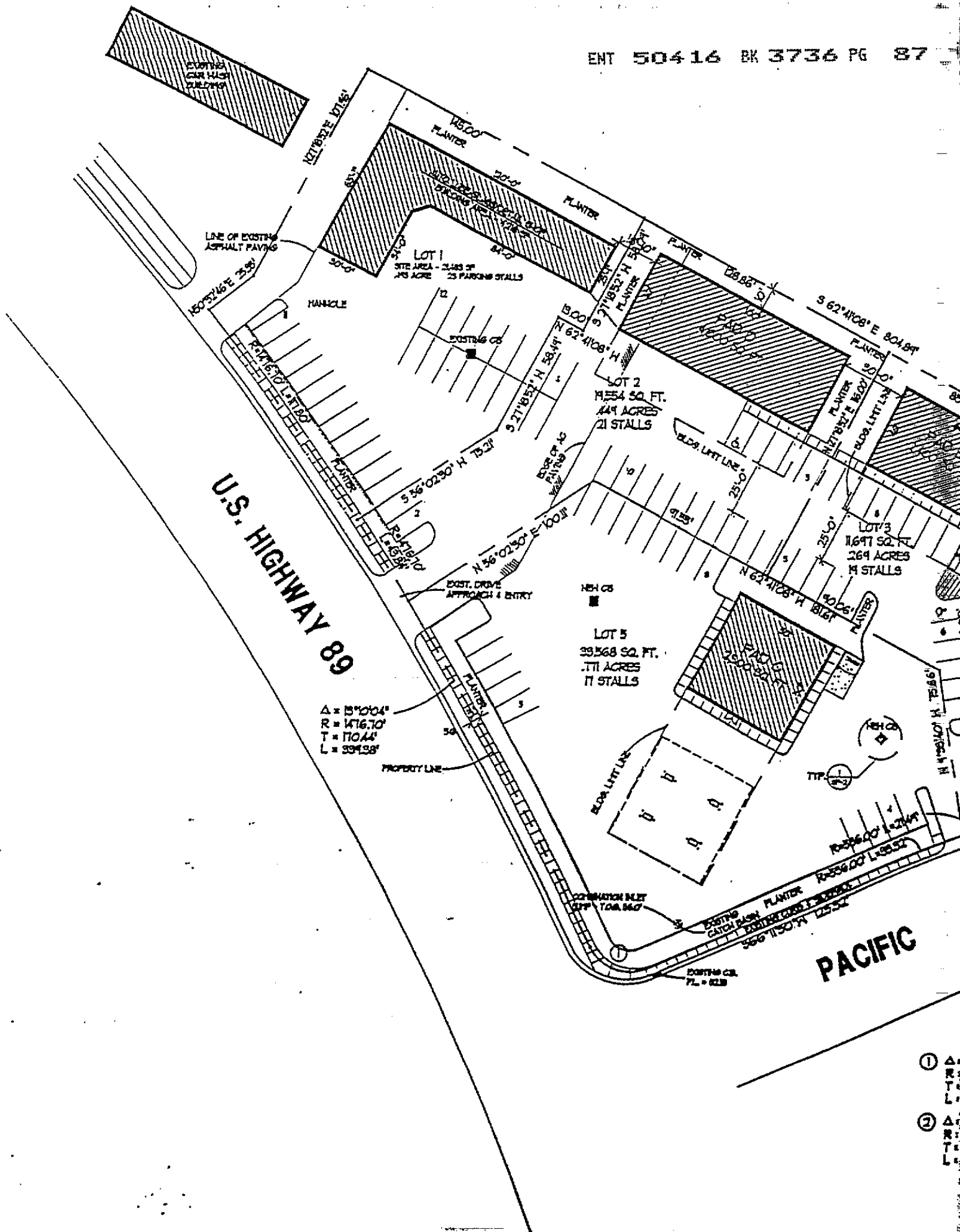


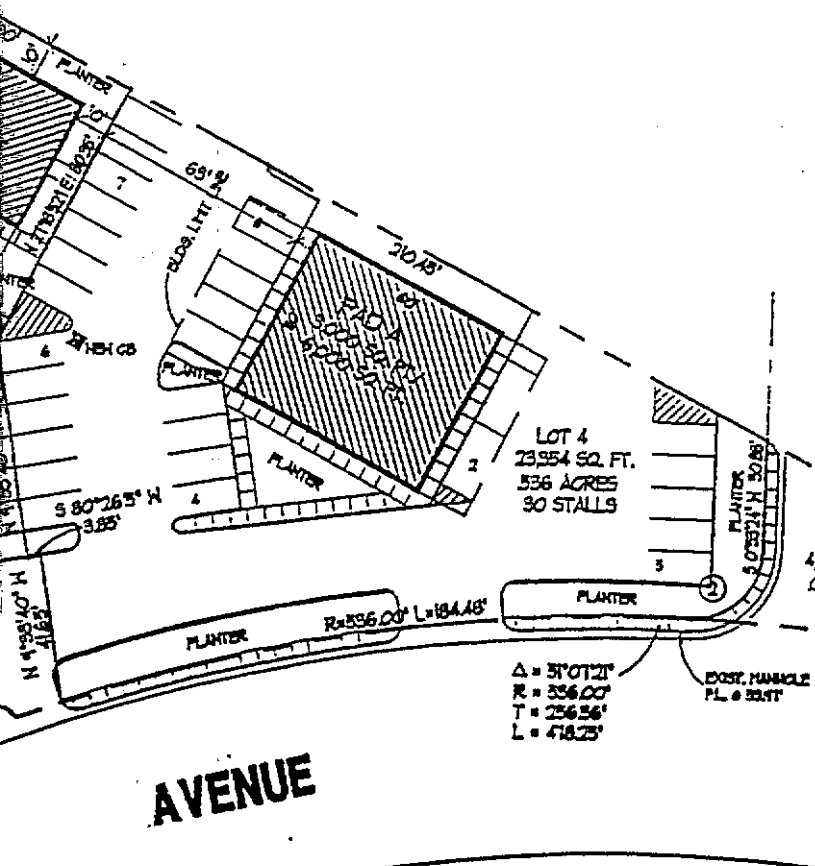
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6.1

EXHIBIT "A"

SITE PLAN

65





| PARCEL - SITE INFORMATION | |
|---------------------------|--------------------------------|
| PARCEL SIZE | 101,636 SQ. FT. 2.337 ACRES |
| LANDSCAPE SIZE | 18,394 SQ. FT. |
| LANDSCAPE REQUIRED | 10% |
| LANDSCAPE PROVIDED | 17% |

SITE PLAN

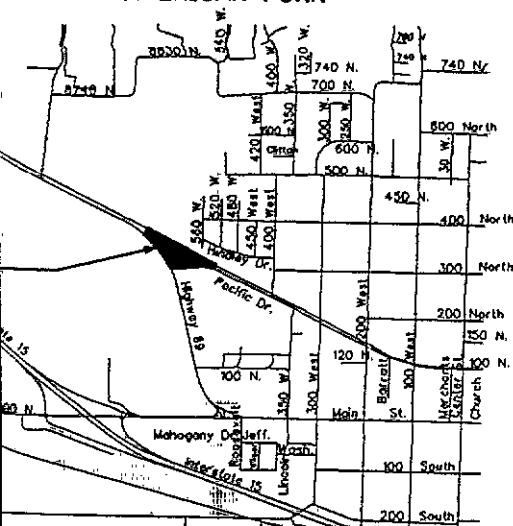
EXHIBIT "B"

SUBDIVISION PLAT

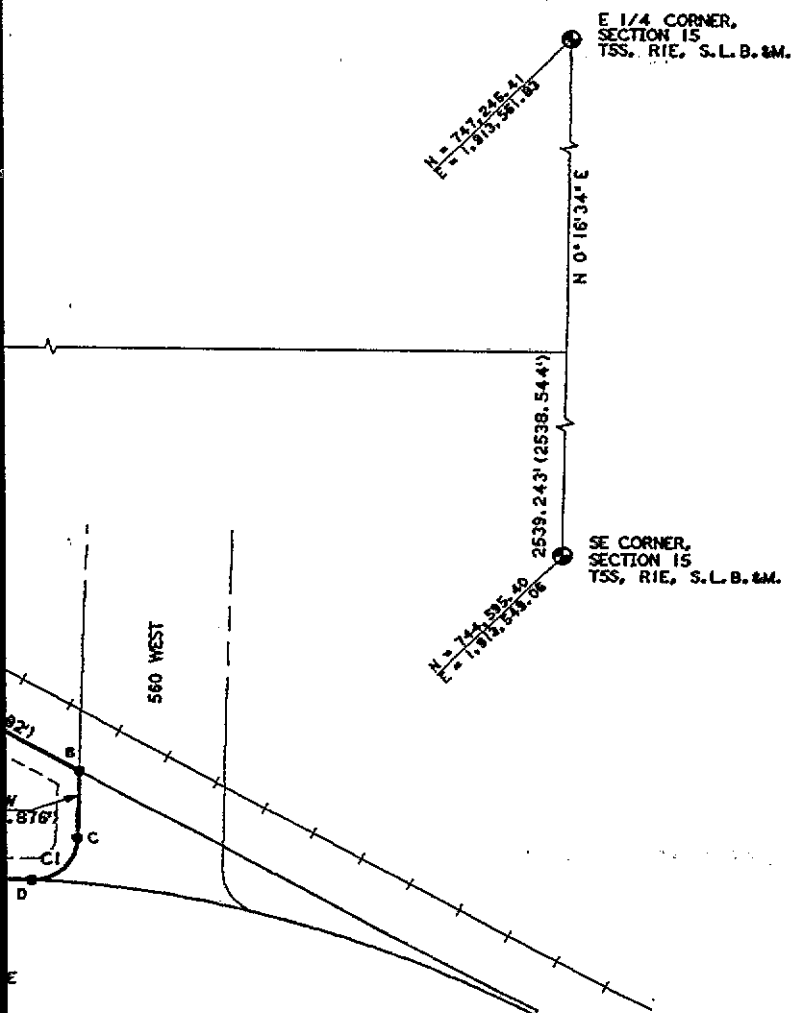
ENT 50416 BK 3736 PG 89

UP
G.J.

AMERICAN FORK



VICINITY MAP



E 1/4 CORNER,
SECTION 15
TSS, R1E, S.L.B. & M.

N = 744,395.49
E = 1,975,544.08

N 0° 16' 34" E

SE CORNER,
SECTION 15
TSS, R1E, S.L.B. & M.

N = 744,395.49
E = 1,975,544.08

SURVEYOR'S CERTIFICATE

I, **VECTOR E. HANSEN**, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. **1882**, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

COMMENCING N 0° 16' 34" E ALONG THE SECTION LINE 2539.243 FEET AND WEST 541.751 FEET FROM THE SOUTHWEST CORNER OF SECTION 15, TSS, R1E, S.L.B. & M. SALT LAKE BASE & MERIDIAN; THENCE AS FOLLOWS:

| COURSE | DISTANCE | REMARKS |
|--------------------|----------|---|
| S 82° 41' 08" E | 424.309 | TO A POINT ON THE WEST LINE OF 560 WEST |
| S 0° 52' 24" W | 20.884 | ALONG WEST LINE OF 560 WEST |
| ALONG ARC OF CURVE | 24.722 | CHORD BEARS S 48° 12' 48" W, 20.884 FEET, TO NORTH LINE OF PACIFIC AVENUE |
| ALONG ARC OF CURVE | 228.387 | CHORD BEARS S 78° 08' 12" W, 247.204 FEET, ALONG NORTH LINE OF PACIFIC AVENUE |
| S 88° 17' 20" W | 122.326 | ALONG NORTH LINE OF PACIFIC AVENUE |
| ALONG ARC OF CURVE | 28.587 | CHORD BEARS N 88° 08' 12" W, 27.720 FEET, TO EASTERN LINE OF STATE HIGHWAY 89 |
| ALONG ARC OF CURVE | 221.879 | CHORD BEARS N 24° 18' 00" W, 221.879 FEET, ALONG EASTERN LINE OF STATE HIGHWAY 89 |
| N 34° 02' 00" E | 75.228 | |
| N 27° 08' 00" E | 58.439 | |
| S 82° 41' 08" E | 12.058 | |
| N 27° 08' 00" E | 58.439 | TO THE POINT OF BEGINNING. |

AREA = 2.034 ACRES

BASIS OF BEARING = N 0° 16' 34" E ALONG EAST SECTION LINE ACCORDING TO THE UTAH STATE PLANE COORDINATE SYSTEM.

DATE

SURVEYOR
(SEE SEAL BELOW)

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP AND SUBJECT TO ANY CONDITIONS AND RESTRICTIONS STATED HEREON, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, A.D. 19____.

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF UTAH

ON THE _____ DAY OF _____, A.D. 19____, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC
(SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY

THE _____ OF _____ COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. 19____.

APPROVED _____
ENGINEER
(SEE SEAL BELOW)

ATTEST _____
CLERK-RECORDOR
(SEE SEAL BELOW)

BOARD OF HEALTH

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS _____

CITY-COUNTY HEALTH DEPARTMENT _____

FIRE MARSHAL

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS _____

FIRE MARSHAL _____

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 19____, BY THE _____ PLANNING COMMISSION.

DIRECTOR-SECRETARY _____

CHAIRMAN, PLANNING COMMISSION _____

CONDITIONS OF APPROVAL

NORTH TIMP PLAZA
PLAT B
AMEND LOT 2 PLAT A

ENT 50416 BK 3736 PG 91

SUBDIVISION

AMERICAN FORK

SCALE: 1" = 40 FEET

UTAH COUNTY, UTAH

SURVEYOR'S SEAL

NOTARY PUBLIC SEAL

CITY-COUNTY CLERK SEAL

CLERK-RECORDOR SEAL

Versar Inc.

DESIGN FILE: W00RTY1M2.DGN

EXHIBIT "C"

GOLDING PARCEL LEGAL DESCRIPTION

ENT 50416 BK 3736 PG 92

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GOLDING PARCEL

ENT 50416 BK 3736 PG 93

Commencing at a point located North $0^{\circ}16'34''$ East along the Section line 2,236.43 feet and West 353.99 feet and 804.89 feet North $62^{\circ}41'08''$ West from the Southeast corner of Section 15, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North $62^{\circ}41'08''$ West 384.84 feet; thence South $15^{\circ}42'32''$ East 40.28 feet; thence South $53^{\circ}19'55''$ East 56.95 feet; thence along a curve to the right chord length South $45^{\circ}3'20''$ East 305.38 feet; radius 1476.7 feet; thence North $50^{\circ}52'46''$ East 25.35 feet; thence North $27^{\circ}18'52''$ East 107.96 feet to the point of beginning.

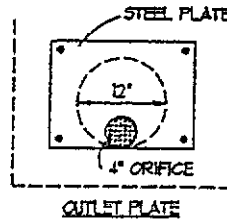
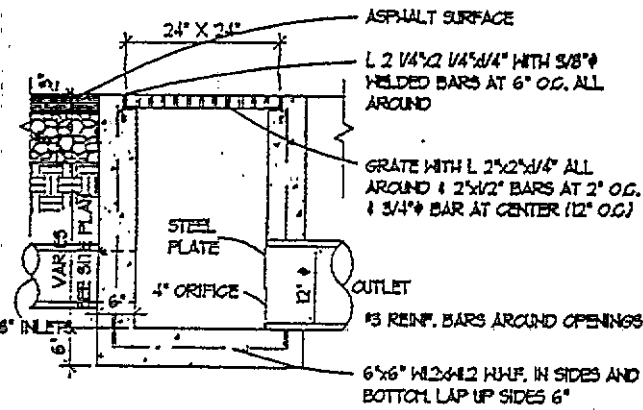
WR
G.I.

EXHIBIT "D"

ENT 50416 BK 3736 PG 94

SITE GRADING AND UTILITY PLAN

118
6.7

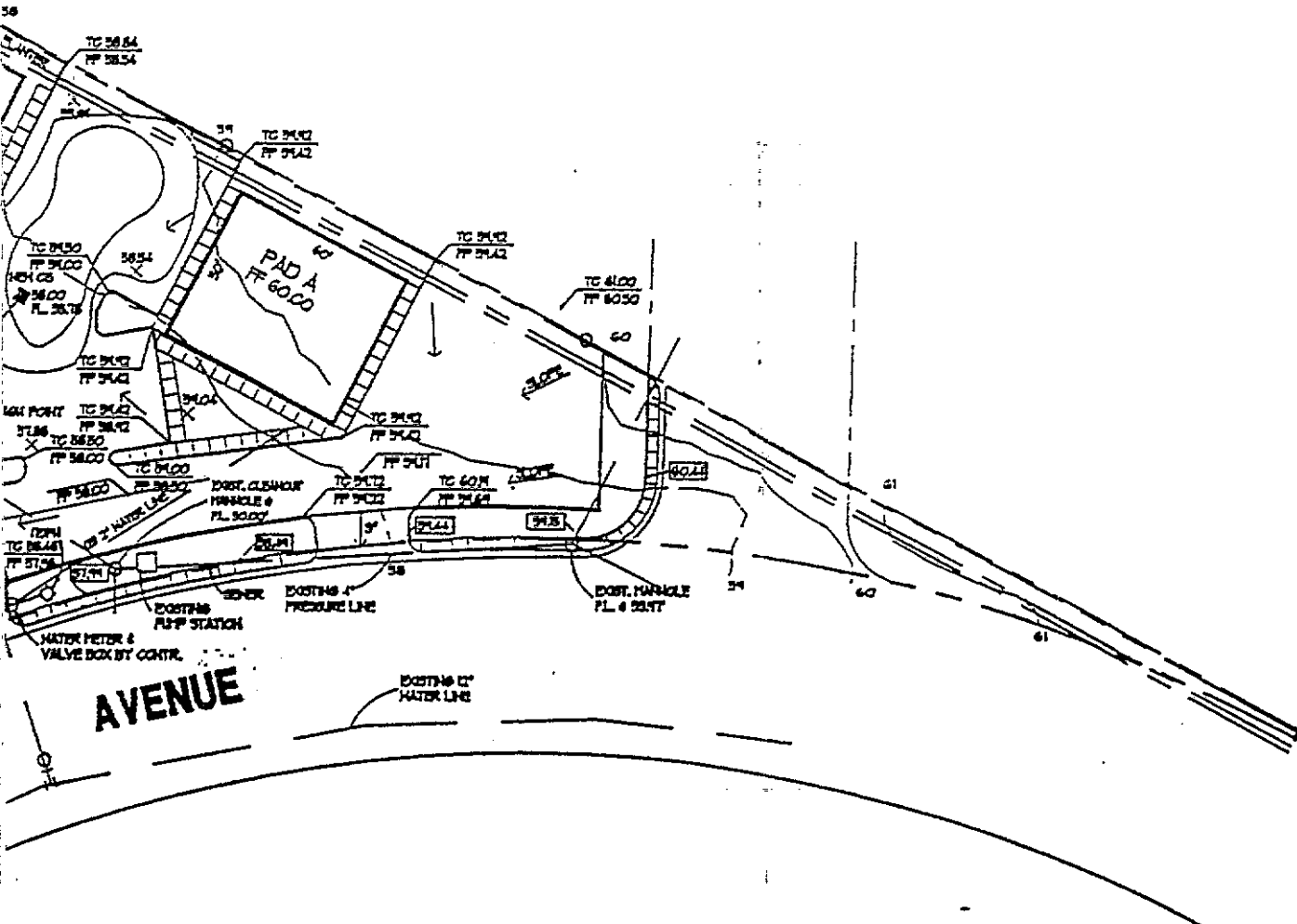


① CATCH BASIN

3/4\" = 1'-0\"

05500 OSC

TOUR LINE



- TC = TOP OF CURB
- FP = FINISH PAVING
- CB = CATCH BASIN
- 60.54 = EXISTING BACK OF WALK
- X = EXISTING GRACE
- CB = EXISTING FEATURE

SITE GRADING & UTILITY PLAN

P = 30'



(Handwritten signature/initials)

EXHIBIT "E"**PERIMETER LEGAL DESCRIPTION FOR ENTIRE SUBDIVISION**

Commencing N 0°16'34" E along the section line 2605.78 feet and West 1070.92 feet from the Southeast Corner of Section 15 T.5S. R.1E. Salt Lake Base and Meridian; thence as follows:

| | |
|--------------------|--|
| S 62°41'08" E | 804.89 |
| S 27°18'52" W | 2.21 to Northerly boundary of Pacific Avenue |
| along arc of curve | 478.25 along Pacific Avenue |
| | chord bears N 88°14'50" W, 462.54 feet. |
| S 66°11'30" W | 123.32 along Northerly boundary line of Pacific Avenue |
| Along arc of curve | 30.67 to Westerly line of State Highway 89 |
| | chord bears N 69°52'50" W, 27.75 feet. |
| Along arc of curve | 339.38 along State Highway 89 |
| | chord bears N 32°31'12" W, 338.63 feet. |
| N 50°52'46" E | 25.35 |
| N 27°18'52" E | 107.96 to the point of beginning. |

Area = 2.613 acres

Handwritten signature and initials, possibly 'W. J. M.' and '6.3', in the bottom right corner.