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529888

DECLARATION OF RESTRICTIONS
AND
GRANT OF EASEMENTS

011 36-2N-1W

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ~~made~~
this 16th day of April, 1979 by HERMES ASSOCIATES, a Utah partnership;
(hereinafter referred to as Hermes").

WITNESSETH:

WHEREAS, Hermes is the owner of that parcel of real property
located in Davis County, State of Utah which is more particularly
described in the attached Exhibit "A" which is incorporated herein
by this reference, and;

WHEREAS, Hermes is now developing said property substantially in
the manner shown on the plot plan attached hereto as Exhibit "B" and
incorporated herein by this reference, and;

WHEREAS, Hermes has entered into leases with various tenants
wherein some of said tenants have been granted the exclusive right
to operate a particular type of business upon a portion of said property
and;

WHEREAS, Hermes has agreed to place certain restrictions upon
and to grant certain easements over a portion of said property;

NOW, THEREFORE, Hermes hereby declares and grants as follows:

Abstracted
 Indexed
 Entered

 Platted
 On Margin
 Compared

1) The above recitals are incorporated herein as though set forth
in full.

2) Hermes hereby reserves to itself, its successors and assigns
and grants to the tenants upon the subject property a nonexclusive
easement over and upon parking and common area shown on the attached
Exhibit "B" for the purpose of vehicular ingress and the parking of
motor vehicles of the customers, patrons, suppliers and employees of
the tenants and their sub-tenants and concessionaires. Said easement
shall, in the case of tenants, be appurtenant to the respective demised
premises of the tenant and shall in each instance automatically terminate
upon the termination of their respective leases. All of those portions
of the subject property (including driveways, turnabouts, loading areas,
and pedestrian walkways) not shown as building areas on Exhibit "B" shall
be considered as common areas. Hermes further hereby declares that as
long as any of said easements are in existence, no building, fence, wall
or other obstructions shall be erected or maintained upon any portion
of said parking and common areas other than the customary parking lot
improvements, such as light standards, sign pylons and landscaping.
Anything to the contrary herein contained notwithstanding, Hermes shall
have the right to make reasonable changes in the buildings and common
areas shown in Exhibit "B" hereto without obtaining the prior consent
of the tenants.

3) Each of the restrictions herein contained and easements herein
granted shall inure to the benefit of and be binding upon any person or
entity declaring any right, title or interest in the property to which
such restrictions or easements pertain.

4) The owner, mortgagee or beneficiary under any deed of trust in
any portion of the property described on Exhibit "A" shall have the right
to bring suit or take any other legal action required to enforce the
provisions of this agreement.

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505-500
27102

5) The breach of any of the foregoing restrictions or any action taken to enjoin, abate or remedy the same, shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any portion of the property affected by said restrictions or easements, but said restrictions and easements shall be binding upon any owner whose title is acquired by foreclosure, trustee sale or otherwise.

HERMES ASSOCIATES, a Utah partnership

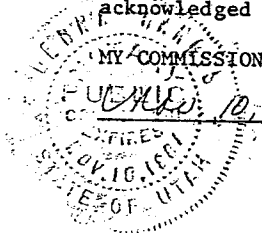
By: [Signature]
Nick S. Vidalakis, Senior General Partner

By: [Signature]
J. Rees Jensen, General Partner

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

On this 16th day of April, 1979, before me the undersigned, a Notary Public in and for said State, personally appeared NICK S. VIDALAKIS, General Partner, and J. REES JENSEN, General Partner, known to me to be partners of the partnership that executed the within instruments, and acknowledged to me that such partnership executed the same.

MY COMMISSION EXPIRES:



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

EXHIBIT "A"

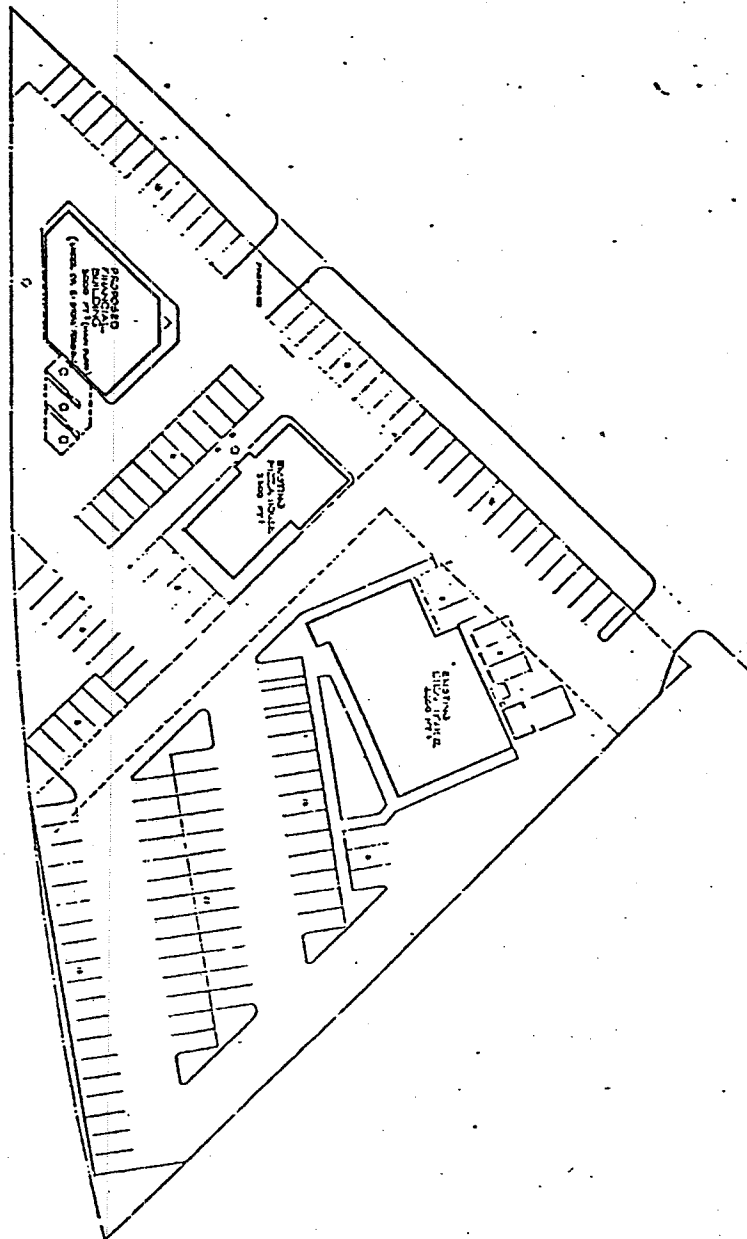
Legal Description
of Property Located at:
2485 and 2475 South 800 West
Woods Cross, UT

A part of Section 36, T2N, R1W, SLB & M, U.S. Survey: Beginning on the East line of 800 West Street said point being South 89°35'05" West 175.71 ft. from the Northeast corner of the Southwest quarter of said Section 36; running thence North 0°05'15" West 33.77 ft. to an existing fence on the South line of the Davis County School property, thence South 89°54' East 376.06 ft. along said fence to the Westerly right-of-way line of Interstate 15, thence two courses along said right-of-way line as follows: Southerly along the arc of a 1850.08 foot radius curve to the right 377.69 ft. (LC bears South 39°18'36" West 377.04 ft.), and South 45°09'30" West 192.57 ft. to an existing fence on the extension of the East line of 800 West Street, thence North 00°05'15" West 394.41 ft. along said fence to the point of beginning.

Contains 1.99 acres

JM

EXHIBIT "B"



SITE PLAN STUDY: 6.12.70
SCALE: 1" = 20' N.P.S.
115 OFF RAMP / EQUINE / WOODS CROSS UTM
PLANNING ASSOCIATES
PLANNING ASSOCIATES
115 CROSS