

AFTER RECORDING, PLEASE RETURN TO:

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BOOK 1154 PAGE 154

Placed before
by
and

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683163

FILED AND RECEIVED FOR

Walter Blakely
1976 DEC 10 PM 4 11

DECLARATION OF RESTRICTIONS
AND RECIPROCAL EASEMENTS

RUTH LARSEN SEN

Ruth Larsen

THIS INSTRUMENT, dated as of November 16 1976, is executed by RIVERDALE ASSOCIATES, a Utah Limited Partnership, and by such other parties, if any, as are signatories to this instrument (all of which parties, including said Riverdale Associates, are hereinafter sometimes collectively referred to as the "Signatories," and each or any of which parties is hereinafter sometimes referred to merely as a "Signatory").

RECITALS:

A. Each of the Signatories has an interest in one or more of the Parcels of real property described in items (i) through (iv) set forth below. The nature of the interest held by each Signatory, and the Parcel(s) in which such interest is held, is set forth and generally described in that portion of this instrument which is reserved for signatures. The Signatories, taken together as of the date on which this instrument is filed for record, constitute all of those parties having an interest in each and all of such Parcels the nature of which interest is such as to require that the holder thereof join in this instrument in order that the terms and provisions hereof be appropriately effective and enforceable (whether such interest be a mortgage, deed of trust, or other encumbrance, fee title, or a leasehold estate under a lease or similar agreement containing provisions such that the tenant thereunder is an appropriate party to this instrument).

(i) The following-described real property (hereinafter referred to as "Parcel A") situated in the City of Riverdale, Weber County, State of Utah:

PARCEL A: A part of the Northwest 1/4 of Section 8 and part of the Southwest 1/4 of Section 5, T5N, R1W, SLB&M, U.S. Survey: Beginning at a point on the West line of Riverdale Road which is South 89°49' East 1624.49 feet from the Northwest corner of said Section 8 (which point is on the South line of Section 5 and also lies 1020.50 feet North 89°49' West along the section line from the Southeast corner of the Southwest Quarter of said Section 5), and running thence South 38°21' West 518.88 feet along the West line of said Riverdale Road; thence

05-132-0050

RECORDING ORDER: #4

Riverdale Associates

10-21-76

North 51°39' West 476.68 feet; thence North 38°21' East 121.02 feet; thence North 51° 39' West 320.00 feet; thence North 38°21' East 365.56 feet; thence South 83°03'20" East 918.77 feet to the West line of Riverdale Road; thence three courses along said West line as follows: South 38°21' West 203.56 feet, South 26°03'34" West 58.78 feet, and South 38°21' West 185.47 feet to the point of Beginning. Containing 12.39 acres, more or less.

TOGETHER WITH all rights, interests, easements, and estates (including leasehold estates), whether now existing or hereafter arising, which are appurtenant to or used and enjoyed in connection with the above-described real property.

(ii) The following-described real property (hereinafter referred to as "Parcel B") located immediately to the Southwest of, and contiguous with, Parcel A, and situated in the City of Riverdale, Weber County, State of Utah:

PARCEL B: A part of the Northwest 1/4 of Section 8 and a part of the Southwest 1/4 of Section 5, T5N, R1W, S1E&M, U.S. Survey; Beginning at a point which is South 89°49' East 400.47 feet, South 3°11'41" West 15.29 feet, and South 51°39' East 156.87 feet from the Northwest corner of said Section 8, and running thence North 38°21' East 371.00 feet; thence South 51°39' East 320.00 feet; thence South 38°21' West 121.02 feet; thence South 51°39' East 242.02 feet; thence South 30° 50'04" West 173.47 feet; thence North 51°39' West 13.71 feet; thence South 38°21' West 78.00 feet; thence North 51°39' West 571.00 feet to the point of Beginning. Containing 4.18 acres, more or less. ALSO: A portion of the tract described hereinbelow under the caption "Proposed Road," which said portion is a rectangle (with dimensions of approximately 40 feet by 796.68 feet) consisting of the Southeasterly 796.68 feet (i.e., Southeasterly of the Northwesterly boundary of the above-described 4.18-acre parcel as extended) of the approximately 40-foot wide strip of said "Proposed Road" tract lying Northeasterly of the centerline thereof.

EXCEPTING AND EXCLUDING from the above-described real property, however, such portion thereof as may on or before December 31, 1980 be included in a tract (the location of which is not substantially different than that provided for hereinbelow under the caption "Proposed Road") dedicated to a governmental body or agency as a street or road, said exception and exclusion to apply from and after the time of such dedication for street or road purposes.

TOGETHER WITH all rights, interests, easements, and estates (including leasehold estates), whether now existing or hereafter arising, which are appurtenant to or used and enjoyed in connection with the above-described real property.

(iii) The following-described real property (hereinafter referred to as "Parcel C") located immediately to the Northwest of, and contiguous with, Parcel A and Parcel B taken together, and situated in the City of Riverdale, Weber County, State of Utah:

PARCEL C: A part of the Northwest 1/4 of Section 8 and a part of the Southwest 1/4 of Section 5, T5N, R1W, SLB&M, U.S. Survey: Beginning at a point on the East line of Pacific Avenue, said point being South 89°49' East 400.47 feet from the Northwest Corner of said Section 8, and running thence North 3°11'41" East 532.81 feet along said East line of Pacific Avenue; thence South 83°03'20" East 553.54 feet; thence South 38°21' West 736.56 feet; thence North 51°39' West 156.87 feet to the East line of said Pacific Avenue, thence North 3°11'41" East 15.29 feet along said East line to the point of Beginning. Containing 4.30 acres, more or less. ALSO: A portion of the tract described hereinbelow under the caption "Proposed Road," which said portion is a trapezoid (three of the four dimensions of which being approximately 40 feet, 156.87 feet, and 48.92 feet) consisting of such part of the approximately 40-foot wide strip of said "Proposed Road" tract lying Northeasterly of the centerline thereof as lies Northwesterly of the Southeasterly boundary of the above-described 4.80-acre parcel as extended.

EXCEPTING AND EXCLUDING from the above-described real property, however, such portion thereof as may on or before December 31, 1980 be included in a tract (the location of which is not substantially different than that provided for hereinbelow under the caption "Proposed Road") dedicated to a governmental body or agency as a street or road, said exception and exclusion to apply from and after the time of such dedication for street or road purposes.

TOGETHER WITH all rights, interests, easements, and estates (including leasehold estates), whether now existing or hereafter arising, which are appurtenant to or used and enjoyed in connection with the above-described real property.

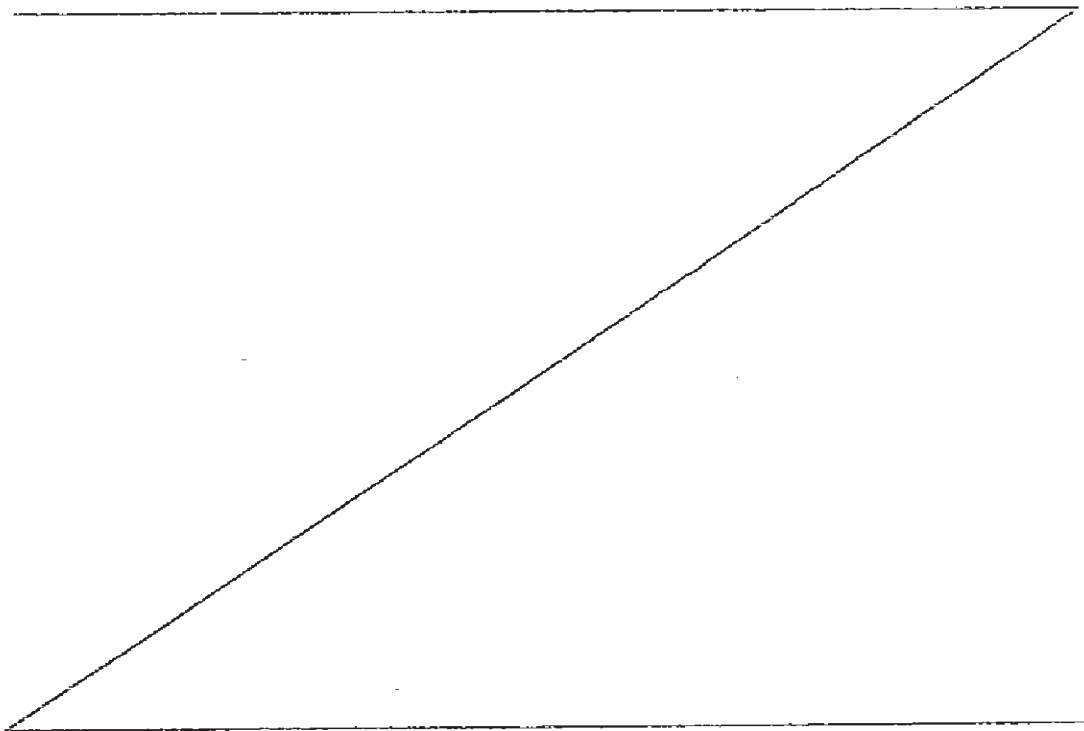
(iv) The following-described real property (hereinafter "Parcel D") located immediately to the Southwest of, and contiguous with (except for the exception and exclusion provided for herein which is related to an anticipated dedication of a certain tract for street or road purposes), Parcel B and Parcel C taken together, and situated in the City of Riverdale, Weber County, State of Utah:

PARCEL D: A part of the Northwest 1/4 of Section 8, T5N, R1W, SLB&M, U.S. Survey: Beginning at a point on the East line of Pacific Avenue, said point being South 89° 49' East 400.47 feet and South 3° 11' 41" West 113.13 feet from the Northwest Corner of said Section 8, and running thence South 51° 39' East 706.08 feet; thence South 30° 50' 04" West 59.53 feet; thence North 75° 21' 55" West 521.90 feet to the East line of said Pacific Avenue; thence along said East line two courses as follows: North 18° 41' 49" West 102.28 feet, and North 3° 11' 41" East 260.87 feet to the point of Beginning. Containing 2.64 acres, more or less. ALSO: A portion of the tract described hereinbelow under the caption "Proposed Road," which said portion is an irregularly shaped six-sided figure (five of the dimensions of which being approximately 48.92 feet, 706.08 feet, 20.17 feet, 193.77 feet, and 20 feet) consisting of

that part of said "Proposed Road" tract as lies Southwesterly of the centerline thereof.

EXCEPTING AND EXCLUDING from the above-described real property, however, such portion thereof as may on or before December 31, 1980 be included in a tract (the location of which is not substantially different than that provided for hereinbelow under the caption "Proposed Road") dedicated to a governmental body or agency as a street or road, said exception and exclusion to apply from and after the time of such dedication for street or road purposes.

TOGETHER WITH all rights, interests, easements, and estates (including leasehold estates), whether now existing or hereafter arising, which are appurtenant to or used and enjoyed in connection with the above-described real property.



[Parcels A, B, C, and D are herein sometimes collectively referred to as the "Parcels," and each or any thereof is herein sometimes referred to merely as a "Parcel."]

B. The Parcels have been, and/or it is contemplated that the Parcels will or perhaps may be, separately owned, encumbered, leased, and/or otherwise dealt with. The Signatories recognize that it would be necessary or desirable to create an arrangement suitable to such state of affairs and accordingly have agreed that each of the Parcels shall be burdened and/or benefitted by certain easements, restrictions, and/or requirements affecting one or more of the other Parcels. The Signatories desire to reduce to writing their understanding and agreement respecting such matters and to effectuate said agreement by an appropriate instrument.

NOW, THEREFORE, for the foregoing purposes and in consideration of the reciprocal benefits to be derived from the easements, restrictions, and requirements set forth below, the Signatories and each of them hereby consent, acknowledge, and agree to all of the following terms and provisions. Each of the Signatories, with respect to the Parcel(s) in which such Signatory has an interest and/or with respect to the rights concerning a Parcel or Parcels which are held by or vested in such Signatory, hereby grants such rights and easements, hereby agrees to such restrictions and requirements, and/or hereby agrees that the interests held by such Signatory with respect to a Parcel or Parcels shall be subject and subordinate to the arrangement provided for in this instrument (as the case may be), as is, are, or may be necessary to effectuate each and all of the terms and provisions set forth below and to make the arrangement provided for in this instrument prior and superior to the interests in or rights concerning any Parcel which are held by or vested in any Signatory.

1. Definitions. As used in this instrument each of the following terms shall have the indicated meaning:

Owner shall mean and refer to the party which at the time concerned is the owner of a fee or of an undivided fee interest in the Parcel or in any portion of the Parcel concerned. In the event there is more than one Owner of the Parcel involved at the time concerned, the liability of each such Owner for performance or compliance with the applicable provisions of this instrument shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgagee under a mortgage or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

Mortgage shall mean and refer to both a mortgage and a deed of trust, and Mortgagee shall mean and refer to both the mortgagee under a mortgage and the beneficiary under a deed of trust.

Common Areas shall mean, refer to, and include certain improved portions of the Parcel involved on which no building or other structure is existing or erected at the time concerned, including parking areas, streets, driveways, aisles, sidewalks, and landscaped areas, but not including loading docks, service areas, and similar facilities, as the areas defined and described by the foregoing part of this sentence may exist or be composed from time to time.

Net Floor Area shall have reference to each fully enclosed building or structure which at the time concerned has been constructed and completed within the Parcel involved and which is intended for the exclusive use and occupancy by an occupant, and shall mean and refer to the number of square feet of floor area at each level or story lying within the interior faces of the exterior walls thereof, excluding, however, basements, mezzanine areas not used for purposes of selling goods or services, penthouse areas used for mechanical equipment, outside areas reserved for the exclusive use of an occupant of a building, rest rooms, mechanical equipment rooms, janitorial supply or storage rooms, elevators, escalators, stairs, stairwells, managers' offices, inventory, storage, or supply rooms, any floor area occupied by interior walls or partitions, docks, and areas for receiving, loading, or unloading.

Grand Central Lease shall mean and refer to that certain Lease Agreement dated September 20, 1976 between Riverdale Associates, a Utah Limited Partnership, as Landlord, and Grand Central, Inc., a Utah corporation, as Tenant, covering a certain portion of Parcel A. A Memorandum of Lease or Short Form of Lease respecting the Grand Central Lease either has heretofore been recorded in the Office of the Salt Lake County Recorder or is being so recorded concurrently with the recordation of this instrument.

Term of the Grand Central Lease shall mean and refer to the period of time during which the term (including extended term(s)), if and to the extent that the right to extend provided for in such Lease is exercised) of the Grand Central Lease is in effect.

2. Improvement and Use of Common Areas. In conjunction with the construction and completion of any permanent building situated on Parcel A, B, or C, the Owner of the Parcel concerned shall (if such has not theretofore been accomplished) accomplish or cause to be accomplished such Common

Areas improvement on said Parcel (or on that portion of said Parcel which is related to the building concerned) as is customary and appropriate in view of the nature of the building, the use being made or to be made of the Parcel, and the developmental plans relative to the Parcel. The Common Areas improvement accomplished pursuant to the requirement of the preceding sentence must in any event be such that prior to the building involved being occupied for the first time the Common Areas on the Parcel concerned are such as to satisfy the provisions of Section 3 below. The Common Areas on each of Parcels A, B, and C shall be used for vehicular driving and parking, pedestrian traffic, and/or landscaping. The provisions of this Section 2 are intended to benefit only Parcels A, B, and C.

3. Parking Ratios. The paved parking areas within Parcel A shall be such that at all times they include at least five (5) automobile parking spaces for each one thousand (1,000) square feet of Net Floor Area contained in the building or buildings which at the time concerned have been constructed and completed and are existing within Parcel A. The paved parking areas within Parcel B shall be such that at all times they include at least three and one-half (3.5) automobile parking spaces for each one thousand (1,000) square feet of Net Floor Area contained in the building or buildings which at the time concerned have been constructed and completed and are existing within Parcel B. The paved parking areas within Parcel C shall be such that at all times they include, for each one thousand (1,000) square feet of Net Floor Area contained in each building which at the time concerned has been constructed and completed and is existing within Parcel C, at least: (i) three (3) automobile parking spaces for such of said square footage as is intended to be principally devoted to use for the retail sale of goods; (ii) three (3) automobile parking spaces for such of said square footage as is intended to be principally devoted to use as office space; (iii) one (1) automobile parking spaces for such of said square footage as is intended to be principally devoted to use as warehouse and/or storage space; and (iv) two (2) automobile parking spaces for such of said square footage as is intended to be principally devoted to any other purpose. Notwithstanding the foregoing sentence, however, the paved parking areas within Parcel C in any event and at any time need not include more than two (2) automobile parking spaces for each one thousand (1,000) square feet of Net Floor Area contained in the building or buildings which at the time concerned have been constructed and completed and are existing within Parcel C. No portion of Parcel A, B, or C shall be used as the site for a building, structure, or sales or display area if such use would result in reduction of the parking ratio pertaining to the Parcel concerned below the minimum parking ratio which is applicable to such Parcel under

the foregoing portion of this Section. Any portion of a Parcel which under the limitations of the preceding sentence may not be used as the site for a building, structure, or sales or display area, shall be part of the Common Areas of such Parcel. The provisions of this Section 3 are intended to benefit only Parcels A, B, and C.

4. Easement for Ingress, Egress, and Parking. Each of Parcels A, B, and C shall have appurtenant thereto and be benefitted by a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic and for vehicular parking on, over, and across such of the Common Areas of each of the other of said Parcels A, B, and C as are suitable for such purposes (in view of the nature of the particular Common Areas concerned), as such Common Areas may exist from time to time. Each of Parcels A, B, and C shall be subject to and burdened by such nonexclusive easement benefitting each of the other of said Parcels A, B, and C. Except as reasonably necessary or appropriate during periods that construction activities are ongoing or during periods that improvements may be unsafe or unusable due to damage or destruction, and except for buildings and other structures which may be constructed on some or all of such Parcels, there shall not be constructed or erected on any of Parcels A, B, and C or on the perimeter of any of said three Parcels any barricade or obstruction, whether temporary or permanent in nature, which limits or impairs the enjoyment of the easements created by and described in this Section and the free and unimpeded access between and among Parcels A, B, and C. The paved parking areas and streets and driveways which exist or come to exist on each of Parcels A, B, and C as part of the Common Areas of the Parcel concerned shall at all times be and continue to be located and striped in such a way as to permit and reasonably accommodate the passage of vehicles between and among Parcels A, B, and C. The provisions of this Section 4 are intended to benefit only Parcels A, B, and C.

5. Deliveries and Employee Parking. Each tenant or occupant of a building situated on Parcel A, B, or C shall cause all truck and other or miscellaneous deliveries to the building occupied by such tenant or occupant to be made at the designated receiving area for such building so as not to interfere with normal customer parking. In the event that employee parking begins to impair the ability of customers of businesses conducted on Parcel A, B, or C to park in reasonably close proximity to the business(es) they patronize, the employees of each tenant or occupant of a building located on the Parcel with respect to which such state of affairs exists shall be required to park at the extreme perimeters of the parking areas situated on such Parcel, and each such tenant or occupant shall be obligated to exert every reasonable effort and to take all reasonable measures to cause its employees to park at such perimeters if the same becomes necessary. The provisions of this Section 5 shall apply notwithstanding the provisions of Section 4 of this instrument and are intended to benefit only Parcels A, B, and C.

6. Maintenance. The respective Owner of each of Parcels A, B, and C shall be obligated to perform or cause to be performed such upkeep and maintenance of the Common Areas within such Parcel as may be reasonably necessary or desirable to keep and maintain all of such Common Areas at all times clean, in good condition, order, and repair, usable for their intended purposes, reasonably safe, and reasonably attractive. The provisions of this Section 6 are intended to benefit only Parcels A, B, and C.

7. Common Wall. Subject to limitations appearing elsewhere in this instrument, the Owner of Parcel A shall have the right to construct or cause or permit to be constructed a building on Parcel A in such a way as to have the line of the Southwesterly wall of said building coincide or approximately coincide with the Southwesterly boundary of Parcel A (said boundary also being the Northeasterly boundary of Parcel B). Subject to limitations appearing elsewhere in this instrument, the Owner of Parcel B shall have the right to construct or cause or permit to be constructed a building on Parcel B in such a way as to have the line of the Northeasterly wall of said building coincide or approximately coincide with the Northeasterly boundary of Parcel B (said boundary also being the Southwesterly boundary of Parcel A). In the event the first to be constructed of the two buildings contemplated by the foregoing part of this Section 7 is such as to enable the wall of said building lying on or approximately on the common boundary between Parcels A and B to be utilized as a common or party wall, said wall may be so utilized if and at such time as the second to be constructed of said two buildings is constructed (but if said wall is so utilized, the Owner of the Parcel on which such second building is constructed shall be obligated to reasonably minimize damage to and interference with said first building which may occur during the period of or by reason of construction of said second building and upon completion of said second building shall be obligated to leave said first building and the common or party wall involved in a condition as good as the same was in prior to construction of said second building). In the event the first to be constructed of said two buildings is such as not to enable the wall of said building lying on or approximately on the common boundary between Parcels A and B to be utilized as a common or party wall, said wall shall not be so utilized, but the wall of the second to be constructed of said two buildings may touch or be joined together with the wall of the first of said buildings (and the Owner of the Parcel on which such second building is constructed shall be obligated to reasonably minimize damage to and interference with said first building which may occur during the period of or by reason of construction of said second building and upon completion of said second building shall be obligated to leave said first building and the adjoining wall thereof

in a condition as good as the same was in prior to construction of said second building).

If a party or common wall as contemplated by the preceding Paragraph comes into existence, all legal and equitable principles (except as herein modified or expanded) relating to party walls shall govern and apply to such wall. The cost of reasonable maintenance and repair of such party wall shall be shared and borne by the Owner of Parcel A and the Owner of Parcel B in proportion to the use each makes of such wall. Costs associated with maintenance or repairs benefiting only one of such Owners (such as interior painting or redecorating) shall be borne solely by the Owner benefitted. If such party wall is destroyed or damaged by fire or other casualty, either Owner which has used such wall may restore it. If the Owner of the other Parcel thereafter makes use of such wall, such Owner shall contribute one-half (1/2) of the cost of such restoration. Nothing in the preceding sentence is intended to or shall prejudice or limit an Owner's right to obtain a larger contribution under any legal or equitable principle regarding liability for negligent or willful acts or omissions.

The foregoing provisions of this Section 7 are intended to benefit only Parcels A and B. Neither the provisions of this Section 7 nor any other provision contained in this instrument is intended to prohibit the construction of a building (other than or in addition to the buildings contemplated by this Section) on any Parcel in such a way that the line of a wall of said building coincides or approximately coincides with a boundary of the Parcel concerned or to prohibit any wall of any building located on any Parcel from being a party or common wall and/or from touching or being joined together with the wall of another building.

8. Encroachment. In any event, and whether either or both of the buildings contemplated by the foregoing Section 7 are constructed, if part of either building as initially constructed, or if part of either building which is reconstructed so as to substantially duplicate such building as initially constructed, encroaches or protrudes beyond the common boundary between Parcels A and B, there shall exist an easement for such encroachment. Such easement shall be appurtenant to and benefit the Parcel (A or B) upon which the principal portion of the protruding building is situated. Such easement shall burden the Parcel (A or B) which is encroached upon, and the area within such Parcel which is the site of the encroachment shall be subject to such easement. The provisions of this Section 8 are intended to benefit only Parcels A and B.

9. Parcel B Building Line. During the Term of the Grand Central Lease no building or similar structure shall be

constructed, erected, or placed within that part of Parcel B which lies Southeasterly of the boundary line of Parcel B described as South 38°21' West 121.02 feet (said boundary line being a common boundary with Parcel A) extended Southwesterly on the bearing of said boundary line. The restriction described in this Section 9 is intended to benefit only Parcel A.

10. Signs. The Owner of Parcel A at its election shall have the right to construct and maintain within either Parcel A or Parcel B, at a location reasonably acceptable to such Owner of Parcel A, the Owner of Parcel B, and the Tenant under the Grand Central Lease (so long as the Grand Central Lease is in effect), a pylon sign displaying the names of such businesses conducted within Parcel A, B, or C as the Owner of Parcel A may elect or agree to have so displayed. Notwithstanding the foregoing, if such pylon sign is erected the Tenant under the Grand Central Lease shall have the right at its sole election, throughout the Term of the Grand Central Lease, to have its name displayed thereon, above any other names. Throughout the Term of the Grand Central Lease each other tenant or occupant of Parcel A or Parcel B may have only one sign on the building occupied by it (on and parallel to the front or side of such building) unless the prior written consent of the Tenant under the Grand Central Lease is obtained. At the election of the Owner of Parcel B, any tenant or occupant of Parcel B which leases or occupies a portion of said Parcel B for purposes either of a grocery store, supermarket, or food store business or of a motion picture theater business may in addition have one pylon sign located within said Parcel B, so long as such pylon sign does not (throughout the Term of the Grand Central Lease) obstruct the view of the pylon sign on which the name of Grand Central, Inc. is displayed. The provisions of this Section 10 are intended to benefit only Parcels A and B.

11. General Use Restrictions Concerning Parcels A and B. During the Term of the Grand Central Lease, no tenant shall use any part of Parcel A or B for any purpose or purposes other than a use or uses principally devoted to one of the following or any combination of the following: (i) The sale at retail of goods and/or services; (ii) A banking or similar business; (iii) A restaurant, prepared foods, or similar business; (iv) A grocery store, supermarket, food store, or similar business; (v) A motion picture theater or similar business; (vi) Office space or a professional establishment; (vii) A post office or similar establishment; (viii) Any other use or business ordinarily, customarily, or not uncommonly found in a

shopping center; (ix) Any use or business incidental to any of those described in the foregoing items (i) through (viii); and/or (x) No use or business. [Specification of the uses described in the foregoing items (i) through (x) is not intended and shall not be construed either to be in limitation of the generality of the use or uses described in any of said items or to imply that a use or uses described in any of said items is not or would not be included within or encompassed by a more general use or uses described in another of said items.] The restrictions described in this Section 11 are intended to benefit only Parcel A.

12. Specific Use Restrictions Concerning All Parcels.

During the period that the Tenant under the Grand Central Lease occupies space within Parcel A, no tenant other than the Tenant under the Grand Central Lease shall conduct a pharmacy, drug-store, nursery, or garden supply business within any of Parcels A, B, C, and D. Provided, however, that any other tenant conducting a grocery store, supermarket, or food store business may sell such housewares, non-prescription drugs, toilet articles, insecticides, fertilizers, garden supplies, and other items as are customarily sold in a supermarket, and may sell flowers on and around holidays or special occasions from inside the building occupied by such tenant. The restrictions described in this Section 12 are intended to benefit only Parcel A.

13. Proposed Road. Prior to commencement of the

Term of the Grand Central Lease the Owner of the tract described below shall dedicate or cause to be dedicated to a governmental body or agency, as a street or road, the following-described real property situated in the City of Riverdale, Weber County, State of Utah:

PROPOSED ROAD: A part of the Northwest 1/4 of Section 8, T5N, R1W, SLB&M, U.S. Survey: Beginning at a point on the East line of Pacific Avenue, said point being South 89°49' East 400.47 feet and South 3°11'41" West 15.29 feet from the Northwest Corner of said Section 8, and running thence South 51°39' East 953.55 feet to the West line of Riverdale Road; thence South 38°21' West 60.00 feet along said West line; thence North 51°39' West 193.77 feet; thence South 30°50'04" West 20.17 feet; thence North 51°39' West 706.08 feet to the Eastline of Pacific Avenue; thence North 3°11'41" East 97.84 feet along said

East line to the point of Beginning. Containing 1.61 acres, more or less. NOTE: The foregoing description is tentative and may require modification prior to the time the tract contemplated hereby is dedicated to a governmental body or agency as a street or road. Accordingly, the foregoing description shall be deemed to be and shall be automatically modified and superseded by the description which is actually employed when the tract contemplated hereby is dedicated to a governmental body or agency for street or road purposes, so long as such description actually employed does not entail unreasonable departures from the foregoing description. Without limiting the generality of the foregoing, a departure from the foregoing description shall not be considered to be unreasonable if such departure either results from the requirements of the governmental body or agency involved or entails a widening (as by a curved line or lines) of the tract described above at either of its extremities so as to allow or promote a smooth or more gradual intersection where said tract joins Pacific Avenue or Riverdale Road.

Such dedication of the tract described above may be accomplished by the Owner of said tract without the need for any agreement or consent of or from any Signatory or any other party which has, acquires, or comes to have any interest in a Parcel. Prior to commencement of the Term of the Grand Central Lease the Owner of Parcel A shall cause said tract to be improved as a street or road in accordance with the requirements of the governmental body or agency having jurisdiction. The provisions of this Section 13 are intended to benefit only Parcel A.

14. Access Way to Parcel A. Prior to commencement of the Term of the Grand Central Lease the Owner of Parcel A shall cause to be constructed and paved, within and as part of the Common Areas located on Parcel B, an access way or driveway at least thirty (30) feet in width providing a ready means of vehicular access between Parcel A and the street or road contemplated by the foregoing Section 13. The Northwesterly line of said access way or driveway as initially created may be located approximately on or anywhere Southeasterly of the building restriction line concerning Parcel B which is described in Section 9 of this instrument. After the initial construction and creation of said access way or driveway, the Owner of Parcel B shall be obligated to perform or cause to be performed the upkeep and maintenance of said access way or driveway (or of any substitute or replacement access way or driveway) which is called for by Section 6

of this instrument. The Owner of Parcel B shall have the right to change the location of said access way or driveway (or of any substitute or replacement access way or driveway), so long as the access way or driveway as relocated provides a ready means of vehicular access between Parcel A and the street or road contemplated by the foregoing Section 13 and lies Southeasterly of any building or similar structure which is constructed, erected, or placed within Parcel B. The provisions of this Section 14 are intended to benefit only Parcel A.

15. Covenants to Run with Land. This instrument and all of the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon the Signatories, any other party which has, acquires, or comes to have any interest in or which occupies or comes to occupy a Parcel, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. This instrument and all of the provisions hereof shall be binding upon each Parcel, and all interests in each Parcel shall be subject to all of the terms and provisions hereof. By acquiring, in any way coming to have any interest in, or occupying a Parcel, the party so acquiring, coming to have such interest, or occupying consents to, and agrees to be bound by, each and every provision of this instrument.

16. Benefits. Each of Sections 2 through 14 of this instrument specifies the particular Parcel or Parcels intended to be benefitted by the provisions of the Section concerned. The provisions of each of Sections 2 through 14 shall inure to the benefit of only the Parcel or Parcels therein specified and shall inure to the benefit of only such Signatories and only such other parties as have, acquire, or come to have an interest in the Parcel intended to be benefitted by the provisions of the Section concerned (and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns). Sections 9 through 12 of this instrument by their terms are applicable or include provisions which by their terms are applicable during or throughout the Term of the Grand Central Lease, so long as the Grand Central Lease is in effect, and/or during the period that the Tenant under the Grand Central Lease occupies space within Parcel A. Notwithstanding the other provisions of this Section 16, such provisions of said Sections 9 through 12 as by their terms are applicable as described in the preceding sentence shall inure to the benefit of only the Tenant under the Grand Central Lease, the Owner(s) of the Parcel or Parcels intended to be benefitted by the provisions of the Section concerned, and any Mortgagee interested under a Mortgage affecting any such Parcel intended to be benefitted.

17. Title and Mortgage Protection. 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 or trustee interested under any Mortgage affecting a Parcel (including any such Mortgagee or trustee which is a Signatory) shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the provisions or requirements of this instrument. No amendment to this instrument shall in any way affect the rights of any Mortgagee interested 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 successor enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment.

18. Enforcement. Those Signatories and other parties which, under the terms of Section 16 of this instrument, are intended to be benefitted by such of the provisions, restrictions, or requirements of this instrument as are concerned, shall have the right to enforce, through appropriate proceedings at law or in equity, such provisions, restrictions, or requirements. If any action is brought because of a breach of or to enforce or interpret any of the provisions, restrictions, or requirements of this instrument, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Except as specifically provided to the contrary therein, the provisions of the following Section 19 are not intended to be and shall not be construed to be in limitation of the provisions of this Section 18.

19. Maintenance Enforcement. As used in this Section 19 the following terms shall have the indicated meanings: (i) "Deficient Parcel" shall mean and refer to such of Parcels A, B, or C as at the time concerned contains Common Areas which are not maintained as or are not in the condition required by Section 6 hereof; (ii) "Deficient Owner" shall mean and refer to the Owner of the Deficient Parcel; and (iii) "Aggrieved Party" shall mean and refer to any of the following parties: (A) The Owner of any of Parcels A, B, or C other than the Deficient Parcel; (B) The Tenant under the Grand Central Lease, in the event the Deficient Parcel is Parcel B or Parcel C; and (C) The tenant or lessee under any other lease, lease agreement, or similar instrument covering premises (situated within Parcel A, B, or C) which contain 15,000 or more square feet of Net Floor Area, in the event the premises covered by such lease, lease agreement, or similar instrument are situated within other than the Deficient Parcel.

In the event a Deficient Parcel comes to exist, an Aggrieved Party may give the Deficient Owner written notice specifying the matters constituting the deficiency in maintenance and upkeep of the Common Areas contained within the Deficient Parcel. If such notice is given to the Deficient Owner, the Aggrieved Party giving the same shall simultaneously therewith also give such notice to the Mortgagee under each recorded Mortgage then affecting the Deficient Parcel. The Deficient Owner shall have fifteen (15) days following the giving of the notice(s) contemplated by the foregoing portion of this Paragraph within which to cure the matters involved or, if such matters cannot reasonably be cured within that period, such additional time as may be necessary if within such fifteen (15) day period the Deficient Owner has commenced, and thereafter diligently pursues, the efforts necessary to cure the matters involved. If such matters are not cured within the time provided for in the preceding sentence, the Aggrieved Party which gave the notice(s) provided for herein shall itself have the right to perform or cause to be performed or to accomplish or cause to be accomplished the matters constituting the deficiency. If such Aggrieved Party does so, all costs and expenses incurred by it in curing such matters and in enforcing its rights hereunder, including attorneys' fees (including those incurred in connection with any appeal), shall immediately be paid to such Aggrieved Party by the Deficient Owner (together with interest on all such sums at the rate of ten percent (10%) per annum from the date of expenditure until paid). Such payment obligation of the Deficient Owner shall, at the option of the Aggrieved Party which effected the cure, be secured by a lien against the Deficient Parcel evidenced by a Notice of Lien or like instrument filed for record by such Aggrieved Party with the County Recorder of Weber County, Utah. Any such lien may be foreclosed in the same manner as is provided for the foreclosure of mortgages covering real property, shall be subject and subordinate to each Mortgage affecting the Deficient Parcel or interests in the Deficient Parcel which is of record at the time said Notice of Lien or like instrument is filed, shall be subject and subordinate to this instrument and all of the provisions hereof, shall be subject and subordinate to each utility easement or like interest affecting the Deficient Parcel which is of record at the time said Notice of Lien or like instrument is filed, shall also be subject and subordinate to the interests of the tenant or lessee under each lease, lease agreement, or similar instrument (whether recorded or unrecorded) affecting the Deficient Parcel or interests in the Deficient Parcel which is in effect at the time said Notice of Lien or like instrument is filed, but shall be prior and superior to any and all other interests or estates (whether recorded or unrecorded at the time said Notice of Lien or like instrument is filed) in or respecting the Deficient Parcel.

20. Amendment and Supplements. Any provision contained in this instrument may be amended by, but only by, an

instrument filed for record with the County Recorder of Weber County, Utah which is executed by the following parties: (i) All of those Owners and Mortgagees (but no parties interested in any capacity other than as Owner or Mortgagee, except as otherwise provided in the following item (iii)) which, under the terms of Section 16 of this instrument, are intended to be benefitted by the provision affected by the amendment; (ii) The Tenant under the Grand Central Lease, if at the time of the amendment the Grand Central Lease is in effect; and (iii) Each other party (interested in a Parcel) which prior to the time of the amendment has been accorded the right, through a recorded supplement to this instrument meeting the requirements specified in the following Paragraph, to be a necessary party to an amendment of this instrument (but only if such other party is, under the terms of Section 16 of this instrument, intended to be benefitted by the provisions affected by the amendment). Unless it falls within one of the classes described in the foregoing items (i) through (iii), no Signatory, no other party which has, acquires, or comes to have an interest in any Parcel, and no party which occupies or comes to occupy any Parcel, need execute an amendment to this instrument in order to make such amendment in all respects effective, enforceable, binding, and valid against all of the parties and interests described in Section 15 hereof.

The Owner of any Parcel shall have the right at any time, and without the need for any consent or agreement from any other party interested under this instrument, to execute and file for record with the County Recorder of Weber County, Utah, a supplement to this instrument in which such Owner accords to a party (interested in the Parcel owned by such Owner) designated in such supplement the right to be a necessary party to an amendment of this instrument. In addition to providing the name of such designated party, any such supplement shall set forth the following: (a) Data sufficient to identify this instrument as recorded; (b) A legal description of each of Parcels A, B, C, and D; (c) A statement revealing which Parcel(s) are owned by the Owner executing the supplement; (d) A statement revealing the Parcel(s) in which the designated party is interested; and (e) The nature of the designated party's interest.

21. Partial Invalidity. The invalidity or unenforceability of any portion of this instrument shall not affect the validity or enforceability of the remainder hereof, and if any provision of this instrument or the application thereof to any Signatory, other party, or circumstances should to any extent be invalid, the remainder of this instrument or the application of such provision to Signatories, other parties, or circumstances other than those as to which a holding of invalidity is reached shall not be affected thereby, and each provision of this instrument shall be valid and enforceable to the fullest extent permitted by law.

22. Effective Dates and Duration. This instrument and any amendment or supplement hereto shall take effect upon its being filed for record with the County Recorder of Weber County, Utah. This instrument and all of the provisions hereof (except those provisions hereof which by their terms cease to be effective at an earlier time) shall remain in force and effect for the fifty (50) year period following the date on which this instrument is so filed for record.

23. Interpretation. The purpose of this instrument is the creation of certain rights, restrictions, and requirements which are to apply between and among the Parcels and which are to define and govern the rights and obligations as between those parties interested in a given Parcel, on the one hand, and those parties interested in another Parcel or Parcels, on the other. Accordingly, this instrument is not intended to and shall not change, supersede, or defeat any agreements, leases, or other instruments heretofore or hereafter entered into or given which have as the subject matter thereof the respective rights and obligations of parties having an interest in the same Parcel. This instrument and the provisions hereof should, however, be taken into account in interpreting or construing any such previous or subsequent agreements, leases, or other instruments.

The captions which precede the Sections of this instrument are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. This instrument shall be governed by and construed in accordance with the laws of the State of Utah.

DATED as of November 16, 1976, and executed by the Signatories on the respective dates appearing below.

EXECUTED on this 16th day of November, 1976 by RIVERDALE ASSOCIATES, a Utah Limited Partnership.

RIVERDALE ASSOCIATES,
a Utah Limited Partnership

By: The General Partner
thereof, the BOYER-
GARDNER RIVERDALE
PARTNERSHIP, a Utah
General Partnership

By Sara S. Boyer
Sara S. Boyer,
Partner

By Ken C. Gardner
Ken C. Gardner,
Partner

NOTE: Riverdale Associates, a Utah Limited Partnership, is the Landlord under the "Grand Central Lease" referred to and identified in the foregoing instrument and is or concurrently with the recordation of this instrument is becoming the owner and holder of fee title to Parcels A, B, C, and D and to the tract described hereinabove under the caption "Proposed Road."

EXECUTED on this 18 day of November, 1976 by GRAND CENTRAL, INC., a Utah corporation.

GRAND CENTRAL, INC.,
a Utah corporation

ATTEST:

[Signature]
Title: [Signature] By [Signature]
Its President

NOTE: Grand Central, Inc., a Utah corporation, is the Tenant under the "Grand Central Lease" referred to and identified in the foregoing instrument and is the Beneficiary under that certain Trust Deed dated November 16, 1975 executed by Riverdale Associates, a Utah Limited Partnership, as Trustor, to Denis R. Morrill, Attorney at Law, as Trustee, which said Trust Deed is being recorded in Weber County, Utah concurrently with the recordation of this instrument, secures a Promissory Note in the principal amount of \$250,000.00, and affects Parcels A, B, C, and D together with all of the rights, easements, privileges, benefits, and restrictions which are provided for in this instrument.

EXECUTED on this 18 day of November, 1976 by DENIS R. MORRILL, Attorney at Law, as Trustee under the Trust Deed referred to below.

[Signature]
Denis R. Morrill, Trustee

NOTE: Denis R. Morrill, Attorney at Law, is Trustee under the Trust Deed which is referred to and identified herein immediately below the signature space for Grand Central, Inc.

EXECUTED on this 22 day of November, 1976 by UNITED SAVINGS & LOAN ASSOCIATION, a Utah corporation.

UNITED SAVINGS & LOAN ASSOCIATION, a Utah corporation

ATTEST:

[Signature] By [Signature]
Title: Secretary Its President

NOTE: United Savings & Loan Association, a Utah corporation, is the Beneficiary under that certain Deed of Trust dated November 16, 1976 executed by Riverdale Associates, a Utah Limited Partnership, as Trustor, to Western States Title Company of Ogden, a Utah corporation, as Trustee, which said Deed of Trust is being recorded in Weber County, Utah concurrently with the recordation of this instrument, secures a Promissory Note in the face amount of \$2,325,000.00, and affects Parcels A and B together with all of the rights, easements, privileges, benefits, and restrictions which are provided for in this instrument.

EXECUTED on this 10TH day of December, 1976 by WESTERN STATES TITLE COMPANY OF OGDEN, a Utah corporation, as Trustee under the Deed of Trust referred to below.

WESTERN STATES TITLE COMPANY OF OGDEN, a Utah corporation, Trustee

ATTEST:

[Signature] By [Signature]
Title: Secretary Its SECRETARY

NOTE: Western States Title Company of Ogden, a Utah corporation, is Trustee under the Deed of Trust which is referred to and identified herein immediately below the signature space for United Savings & Loan Association.

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 16th day of November, 1976, personally appeared before me SARA S. BOYER and KEM C. GARDNER,

each of whom duly acknowledged to me that the BOYER-GARDNER RIVERDALE PARTNERSHIP, a Utah General Partnership, is the General Partner of RIVERDALE ASSOCIATES, a Utah Limited Partnership, that they are the two General Partners in said Boyer-Gardner Riverdale Partnership, and that said Boyer-Gardner Riverdale Partnership executed the foregoing Declaration of Restrictions and Reciprocal Easements as the General Partner of, and on behalf of, said Limited Partnership.

My Commission Expires:

October 1, 1978

[Signature]

Notary Public

Residing at: Salt Lake City, Utah

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 18th day of November, 1976, personally appeared before me Wanda N. [unclear] and [unclear], who being by me duly sworn, did say that they are the [unclear] and [unclear], respectively, of GRAND CENTRAL, INC., a Utah corporation, and that the foregoing Declaration of Restrictions and Reciprocal Easements was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Officers acknowledged to me that said corporation executed the same.

My Commission Expires:

April 9, 1977

[Signature]

Notary Public

Residing at: Salt Lake City, Utah

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 18th day of November, 1976, personally appeared before me DENIS R. MORRILL, Attorney at Law, who duly acknowledged to me that he executed the foregoing Declaration of Restrictions and Reciprocal Easements as Trustee.

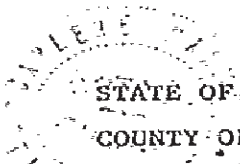
My Commission Expires:

April 9, 1977

[Signature]

Notary Public

Residing at: Salt Lake City, Utah



STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 24th day of February, 1976,
personally appeared before me John S. Johnson and
William H. Johnson, who being by me duly sworn, did
say that they are the President and Secretary,
respectively, of UNITED SAVINGS & LOAN ASSOCIATION, a Utah
corporation, and that the foregoing Declaration of Restrictions
and Reciprocal Easements was signed on behalf of said corporation
by authority of its Bylaws or a resolution of its Board of
Directors, and said Officers acknowledged to me that said cor-
poration executed the same.

My Commission Expires:
10/10/78

William H. Johnson
Notary Public
Residing at: East Lake City, Utah

STATE OF UTAH)
COUNTY OF Weber) ss.

On this 10th day of December, 1976,
personally appeared before me Reid E. Graser and
Reid E. Graser, who being by me duly sworn, did
say that they are the Secretary and
respectively, of WESTERN STATES TITLE COMPANY OF OGDEN, a Utah
corporation, and that the foregoing Declaration of Restrictions
and Reciprocal Easements was signed on behalf of said corporation
by authority of its Bylaws or a resolution of its Board of
Directors, and said Officers acknowledged to me that said cor-
poration, as Trustee, executed the same.

My Commission Expires:
11/15/80

Reid E. Graser
Notary Public
Residing at: Ogden, Utah

