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NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
ROD PIPELLA  
STE. 100  
123 N WRIGHT BROTHERS DR  
SLC UT 84116  
BY: RDJ, DEPUTY - WI 11 P.

DECLARATION OF PROTECTIVE COVENANTS

This Declaration is made this 29<sup>th</sup> day of February 2000 by Baxter Research Medical, Inc. a Utah corporation of 6864 South 300 West, Midvale, Utah 84047.

RECITALS

The Declarant is the present record title holder of certain real property situated in Sandy City, Salt Lake County, State of Utah, more particularly described as all of lots 1, 2, 3, 4 and 5 of the Sandy Commerce Park Subdivision, according to the official plat thereof recorded in the office of the Salt Lake County Recorder on January 13, 2000 in Book 2000P at Page 15 as Entry Number 7553607 which land is referred to herein as the "Subdivision". For the purposes of these Declarations, the "Out Parcel" (Undeveloped Wetlands) identified on the Plat of the Sandy Commerce Park Subdivision shall not be considered as a part of the Subdivision.

Declarant is desirous of subjecting the Subdivision to the conditions, covenants, restrictions, reservations and easements hereinafter set forth (the "Covenants") to insure proper use and appropriate development and improvement of the Subdivision.

ARTICLE I

DEFINITION OF TERMS

1.1 "Declarant" shall mean Baxter Research Medical, Inc., its successors and assigns.

1.2 "Owner" shall mean the party or parties owning fee title to a Building Site; provided, however, that an Owner may assign all or part of its rights but not its duties hereunder to Owner's tenant.

1.3 "Improvements" shall mean and include but not be limited to buildings, parking areas, loading areas, fences, walls, landscaping, poles, signs and any structures of any type or kind.

1.4 "Building Site" shall mean any one of the five (5) lots within the Subdivision. If two or more lots are acquired by the same Owner in fee, such commonly owned lots may, at the option of said Owner, be combined and treated as a single Building Site for purposes of the Covenants contained herein. If the boundaries of a lot are hereafter revised, or lot splits or lot line adjustments made in accordance with applicable law, the Building Site shall be deemed to be all of the property under common ownership unless the Owner thereof elects to have such property treated as separate Building Sites.

ARTICLE II

PURPOSE

2.1 The Subdivision is hereby made subject to the following conditions, covenants, restrictions and reservations all of which shall be deemed to run with the Subdivision and

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each and every lot therein, to insure proper use and appropriate development and improvement thereof so as to (a) protect the Owners and tenants of Building Sites against such improper development and use of surrounding Building Sites as will depreciate the value and use of their Building Sites; (b) prevent the erection on the Subdivision of structures constructed of improper or unsuitable materials or with improper quality and methods of construction; (c) insure adequate and reasonably consistent development of the Subdivision; (d) encourage and insure the erection of attractively designed permanent Improvements appropriately located within the Subdivision in order to achieve harmonious appearance and function; (e) provide adequate off-street parking and loading facilities; (f) generally promote the welfare and safety of the occupants, tenants and Owners of Building Sites; and (g) create easements providing for the utilization of specific curb cuts along 300 West Street and 9400 South Street by the lots adjacent to said curb cuts.

### ARTICLE III

#### PERMITTED USES, PERFORMANCE STANDARDS AND EASEMENTS

3.1 No noxious or offensive trades, services or activities shall be conducted on any Building Site nor shall anything be done thereon which may be or become an annoyance or nuisance to the Owner, tenant or occupant of other Building Sites within the Subdivision by reasons of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise. No portion of any Building Site shall at any time be used for the manufacture, storage, distribution or sale of any products or materials which shall increase the fire hazard of another Building Site.

3.2 Building Sites shall be utilized only for engineering and research facilities, laboratories, light manufacturing and light industrial uses, office, warehousing, retail and warehouse-distribution uses, and such other uses as the Architectural Review Committee shall permit in its sole discretion.

3.3 As of the date hereof, the street improvements and curb cuts along the west line of 300 West Street have been completed by Sandy City Corporation. One of the curb cuts is situated at a location that is common to the northeast corner of lot 2 and the southeast corner of lot 3 (Easement Number 1). The second is situated at a location that is common to the northeast corner of lot 3 and the southeast corner of lot 5 (Easement Number 2). The 9400 South Street improvements have not yet been constructed. However, it is anticipated that a third curb cut will be situated at a location that is common to the northeast corner of lot 4 and the northwest corner of lot 5 (Easement Number 3).

3.3.1 The legal descriptions for the three easements are as set forth on the Exhibit "A" attached to these Covenants and by this reference made a part hereof. The areas of the lots subject to the easements are hereinafter referred to as the "Easement Areas".

3.3.2 Easement Number 1 is hereby created for the benefit of lots 2 and 3. Easement Number 2 is hereby created for the benefit of lots 3 and 5. Easement Number 3 is hereby created for the benefit of lots 4 and 5. Each easement may be utilized by the Owner of the applicable benefited lot and its tenants and their respective employees, invitees, visitors, contractors, suppliers and licensees. In addition, the Owner of a portion of an Easement Area may also permit the Easement Area to be utilized by the Owners and tenants of its

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and other Building Sites and lots and their respective employees, invitees, visitors, contractors, suppliers and licensees.

3.3.3 The three easements created herein are for the purpose of providing for ingress and egress to and from the benefited lots and adjacent streets and rights of way. The Owners of the benefited lots shall only utilize the easements in accordance with the terms and intent of these Covenants. No Owner shall utilize an easement in such a manner that will unduly interfere with the use and enjoyment of that easement by the Owner of another benefited lot. Each Easement Area shall be utilized and marked as an entryway contemplating two-way traffic. No parking shall be permitted on an Easement Area.

3.3.4 Each Owner of a benefited lot shall be primarily responsible for the care and maintenance of each portion of an Easement Area located on such Owner's lot; provided, however, any Owner may, at its own cost, perform such care and maintenance on the portion of an Easement Area owned by the other Owner of the Easement Area if such Owner is not satisfied with the level of maintenance on the portion of the Easement Area owned by the other Owner. Such care and maintenance shall include, without limitation, snow removal, sweeping, asphalt repair and replacement, striping, sealing and all other items that may be necessary to keep the Easement Area in a good state of repair. It is agreed that each of the easements granted herein shall be considered to be an equal burden on both of the lots upon which each Easement Area is located.

3.3.5 Each Owner of a benefited lot shall share equally in all fees and costs associated with the construction of the driveway improvements within the Easement Area that is located on part of such Owner's lot, including excavation, installation of the sub-grade and asphalt paving and all related engineering costs. The Owner of a benefited lot first needing such improvements on the Easement Area shall install such improvements on all of the Easement Area and shall have the right to enter upon the lot of the other Owner of the Easement Area to the extent necessary to install such improvements. The improvements shall be installed in a good and workman-like manner. The non-installing Owner shall reimburse the installing Owner for one-half of the fees and costs described above within thirty (30) days after substantial completion of such improvements and submission to the non-installing Owner of an invoice setting forth in detail the amount of such fees and costs. Any sums not paid by the non-installing Owner within such 30-day period shall bear interest at the rate of fifteen percent (15%) per annum from the date of submission of the invoice until payment thereof.

3.3.6 Each Owner of a benefited lot shall be solely responsible for the installation and maintenance of the curb and gutter along the street adjacent to its lot to the extent such installation and maintenance is not performed by Sandy City Corporation or the developer of the Subdivision.

3.3.7 The easements created herein shall be appurtenant to, and shall be a burden upon and shall run with the title to the lots benefited thereby.

3.3.8 The terms and provisions of this Paragraph 3.3 shall be binding upon an Owner of a benefited lot and its successors and assigns; provided, however, an Owner shall have liability under this Paragraph 3.3 only for events occurring while it is the Owner of such lot.

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3.3.9 Each Owner of a benefited lot shall carry its own liability insurance against claims against such Owner arising out of events occurring on or about the applicable Easement Areas.

#### ARTICLES IV

##### REGULATION OF IMPROVEMENTS

4.1 IMPROVEMENTS, GENERALLY. No Improvements shall be constructed, erected, placed, altered, maintained or permitted on any Building Site until plans and specification therefore have been approved by the Architectural Review Committee as provided in Article VI of these Covenants.

4.2 SETBACKS. No building or structure shall at any time be erected on any Building Site within thirty-five (35) feet from the boundary line of any dedicated street adjoining the same, or within twenty (20) feet from the side boundary line of any Building Site, or within twenty (20) feet from the rear boundary line of any Building Site. Any variation of the above may be done only with the prior written approval of the Architectural Review Committee.

4.3 OFF-STREET PARKING. No parking shall be permitted on any street or at any place other than on the paved parking spaces provided for and described hereinbelow. Each Owner and tenant shall be responsible for compliance with the foregoing by its employees and visitors. Adequate off-street parking shall be provided by each Owner and tenant for customers and visitors. The location, number and size of parking spaces shall be subject to approval by the Architectural Review Committee pursuant to Article VI hereof. At a minimum, the Owner or Tenant shall provide the number and size of parking spaces required by the Sandy City zoning ordinance then in effect. All off-street parking and access drives and loading areas shall be paved with year round surface (asphalt or concrete) and properly graded to assure proper drainage. No parking areas shall be allowed within twenty (20) feet of the boundary line of any dedicated street or street rights-of-way adjoining the Building Site.

4.4 LOADING AREAS. Truck loading and receiving areas shall not front any dedicated street or street rights-of-way adjoining the Building Site, and visual screening must be provided between any truck loading and receiving area and any dedicated street or street rights-of-way.

4.5 OUTSIDE STORAGE. No outside storage of materials, supplies or equipment or outside operations or processes shall be allowed unless approved by the Architectural Review Committee and said usage shall be screened to full height by proper, permanent screening material. Slatted chain link fence will not be considered as proper, permanent screening materials.

4.6 LANDSCAPING. All Building Sites shall be landscaped only in accordance with a plan submitted to and approved in writing by the Architectural Review Committee prior to any development of the Building Site pursuant to Article VI hereof. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, types of

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trees, hedges and shrubs and information regarding other customary landscape treatment for the entire site, including fences, walls and screening. All landscaping plans shall also include an underground lawn sprinkling system. Further, it shall be the responsibility of the Owner of a Building Site to landscape the area between the lot lines of said Owner's Building Site and the curbs of any public roadways adjacent to such Building Site. All landscaping shall be undertaken and completed in accordance with such approved plan and said plan may not be altered, amended or revised without submitting the revised landscaping plan for prior written approval by the Architectural Review Committee. All landscaping required hereunder or otherwise to be provided on any Building Site shall be completed within ninety (90) days after the substantial completion of construction of any buildings to be constructed on the Building Site; provided, however, if weather conditions do not at such time permit, then such landscaping shall be completed as soon thereafter as weather conditions permit. If any Owner fails to undertake and complete his landscaping within the time limit previously set forth herein, Declarant may, at its option, after giving the Owner ten (10) days written notice forwarded to Owner (unless within said ten (10) day period the Owner of the Building Site shall proceed and thereafter pursue with diligence the completion of such landscaping), undertake and complete the landscaping of the Building Site in accordance with the landscaping plan. If Declarant undertakes and completes such landscaping because of the failure of Owner to complete the same, the costs of such landscaping shall be assessed against the Owner, and if said assessment is not paid within thirty (30) days after written notice of such assessment from Declarant, said assessment will constitute a lien on the Building Site. Such lien shall be recorded and shall have priority and may be enforced as set forth in Paragraph 5.3 hereof.

4.7 SIGNS. No signs shall be permitted anywhere within the Subdivision without prior written approval of the Architectural Review Committee. At a minimum, all signs shall conform to all applicable laws and governmental regulations of Sandy City.

4.8 UTILITY CONNECTIONS. All utility connections, including all electrical and telephone connections and installations of wires to buildings shall be made underground from the nearest available power source. No transformer, electric, gas or other meter of any type or other apparatus shall be located on any power pole nor hung on the outside of any building, but the same shall be placed on or below the surface of the ground and where placed on the surface shall be adequately screened and fenced and all such installations shall be subject to prior written approval of the Architectural Review Committee.

4.9 MAINTENANCE. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the Subdivision by burning. Each Owner, tenant or occupant shall remove at his own expense any rubbish or trash of any character which may accumulate on his Building Site. Each Owner of any Building Site shall have the duty and responsibility of keeping its Improvements and appurtenances thereon in a safe, clean, maintained condition. Such maintenance shall include, but not be limited to, the following:

- (i) Prompt removal of all litter, trash, and waste;
- (ii) Lawn mowing;
- (iii) Tree and plant trimming and pruning;

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- (iv) Watering of all lawns and garden areas and keeping the same alive and free of weeds;
- (v) Maintaining the exterior lighting and mechanical facilities in good working order;
- (vi) Maintaining the parking areas, walks, driveways and roads clean and in good repair;
- (vii) Striping of all parking and driveway areas and the repainting of all Improvements so all such painting is maintained in a neat fashion;
- (viii) Repairing of all exterior damage to any improvements from any cause whatsoever; and
- (ix) Maintaining any adjacent rights-of-way.

ARTICLE V

ENFORCEMENT

5.1 The Covenants contained shall run with the land, and be binding upon and inure to the benefit of the Declarant and the Owners of every Building Site in the Subdivision. The Covenants may be enforced as provided hereinafter by Declarant or by the Architectural Review Committee. Each Owner by acquiring an interest in the Subdivision irrevocably appoints the Declarant as his attorney-in-fact for such purposes; provided, however, that if a Building Site Owner notifies Declarant of a claimed violation of the Covenants and Declarant fails to act within thirty (30) days after receipt of such notification, then, and in that event only, an Owner may separately, at his own cost and expense, enforce the Covenants herein contained. Violation of any Covenant herein contained shall give to the Declarant the right (a) to enter upon the portion of the Subdivision wherein said violation or breach exists and to summarily abate and remove at the expense of the Owner any structure, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof, or (b) to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the Covenants, (i) to enjoin or prevent them from doing so, or (ii) to cause said violation to be remedied, or (iii) to recover damages for said violation.

5.2 Every violation of these Covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against an Owner, tenant or occupant shall be applicable against every such violation and may be exercised by Declarant. In any legal or equitable proceeding for the enforcement or to restrain the violation of the Covenants or any provision hereof, the losing party or parties shall pay the reasonable attorney's fees of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive. The failure of the Declarant to enforce any of the Covenants shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other Covenants, and Declarant shall not be liable therefor.

5.3 If, in the opinion of Declarant, any Owner fails to properly maintain any portion of its Building Site, then Declarant may give such Owner notice of such fact and such Owner must, within twenty (20) days of such notice, undertake the care and maintenance required to restore said Owner's Building Site to a safe, clean and attractive condition.

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Should any such Owner fail to fulfill this duty and responsibility after such notice, then Declarant shall have the right and power to perform such care and maintenance, and the Owner of the Building Site on which such work is performed by Declarant shall be liable for the cost of any such work and shall promptly reimburse Declarant for the cost thereof. If such Owner shall fail to so reimburse Declarant within thirty (30) days after being billed therefore by Declarant, then said cost shall be a debt of such Owner payable to Declarant and shall be secured by a lien against such Owner's Building Site. Such lien shall be recorded and shall be subordinate and inferior to all liens securing amounts due or to become due under any first lien mortgage or deed of trust lien held by a vendor or by a bonafide financial institution (i.e. state of federal bank or life insurance company) affecting the Building Site subject to such charge which first lien mortgage has been filed for record in Salt Lake County, Utah, prior to the date the lien of Declarant for maintenance or repairs has been recorded. Any foreclosure by the holder of such a first mortgage lien, whether by power of sale set out in the deed of trust or other security instruments, or through court proceedings, shall cut off and extinguish the liens in favor of Declarant securing charges which had become due and payable to Declarant prior to such foreclosure date, provided however, that such foreclosure shall not remove or free any property from liens securing charges thereafter becoming due and payable under this paragraph nor shall the personal obligation to Declarant of any Owner foreclosed upon be extinguished by any foreclosure. The lien of the Declarant, as provided by this Paragraph and Paragraph 4.6 herein, upon the Owner's Building Site can be foreclosed upon by Declarant as if it were a Mortgage as provided by Utah law.

#### ARTICLE VI

#### APPROVAL OF PLANS

6.1 There is hereby established an Architectural Review Committee whose members shall be appointed by the Declarant. This Committee shall consist of three members all of whom shall initially be appointed by and serve at the will of the Declarant. The vote of two members shall constitute the action of the Architectural Review Committee.

6.2 No improvements shall be constructed, erected, placed, altered, maintained, or permitted on any Building Site until plans and specifications with respect thereto in manner and form satisfactory to the Architectural Review Committee showing the proposed Improvements, plot layout and all exterior elevations, materials and colors, signs and landscaping, traffic engineering, number and size and layout of parking spaces, grading, easements and utilities, proposed building use and number of employees, and such other information as may be requested by said Committee have been submitted to and approved in writing by the Architectural Review Committee. Such plans and specifications shall be submitted in writing over the signature of the Owner of the Building Site or the Owner's authorized agent.

6.3 Approval shall be based, among other things, on adequacy of Building Site dimensions, conformity and harmony of external design with neighboring Building Sites, operations and uses; relation of topography, grade and finished ground elevation of the Building Site being improved to that of neighboring Building Sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Architectural Review

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Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

6.4 If the Architectural Review Committee fails either to approve or to disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within thirty (30) days after the same have been submitted to it (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved subject, however, to the restrictions contained in Article III hereof. The Architectural Review Committee shall notify the Owner in writing upon receipt of all required plans and specifications and the aforesaid 30-day period shall commence on the date of such notification.

6.5 Once the Declarant has sold and conveyed all lots within the Subdivision, the members of the Architectural Review Committee shall be appointed by and serve at the will of the Owners, by majority vote, with each Owner having one vote for each lot owned.

## ARTICLE VII

### TERM, TERMINATION, MODIFICATION AND ASSIGNMENTS

7.1 This Declaration and the Covenants contained herein shall continue in full force and effect for a period of twenty-five (25) years from the date hereof, and shall thereafter be renewed automatically from year to year unless and until terminated as provided in Paragraph 7.2 hereof.

7.2 This Declaration and the Covenants contained herein, may be terminated, extended, modified or amended, as to the whole of the Subdivision or any portion thereof, with the written consent of the Owners of sixty percent (60%) of the area of the lots within the Subdivision subject to these restrictions; provided, however, that during the initial twenty-five (25) year term of these Covenants, no such termination, extension, modification or amendment shall be effective without the written approval of Declarant so long as the Declarant holds title to any portion of the Subdivision. Notwithstanding the foregoing, no easement created herein shall be terminated or modified in any manner without first obtaining the written consent of all of the Owners of the lots benefited by the easement. Such termination, extension, modification or amendment shall be immediately effective upon recording a proper instrument in writing, executed and acknowledged by such Owners (and by Declarant as required herein) in the office of the Recorder of Salt Lake County, Utah.

7.3 Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant to any person, corporation or association which has an ownership interest in the Subdivision and which will assume any or all of the duties of Declarant hereunder, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment, said assignee shall, to the extent of such assignment, assume Declarant's duties hereunder, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Upon such assignment, and to the extent thereof, Declarant shall be relieved from all liabilities obligations and duties hereunder. The term "Declarant" as used herein includes all such assignees and their heirs, successors and assigns. If at any time the

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Declarant ceases to have an ownership or leasehold interest in the Property and has not made such an assignment, a successor Declarant may be appointed from among the Owners by the Owners of sixty percent (60%) of the Subdivision upon compliance with the requirements of Paragraph 7.2 of this Article.

#### ARTICLE VIII

##### OWNER'S ASSOCIATION

8.1 Declarant, at its option, shall have the right but not the obligation to cause an Owner's Association ("Association") to be organized and formed as a non-profit corporation under the laws of the State of Utah. The purpose of this Association shall be to enforce the provisions of these Covenants and serve as the Architectural Review Committee (to which position the Association shall automatically succeed upon formation) and such other purposes as are consistent with the provisions of these Covenants and any amendments hereto.

8.2 Each individual or entity who is a record Owner of fee title to any lot within the Subdivision shall upon and by virtue of becoming an Owner automatically become a member of the Association when such Association is formed, and shall remain a member thereof until his ownership ceases for any reason, at which time the individual's ownership in the Association shall automatically cease. Each Owner's membership in the Association shall be appurtenant to and shall automatically follow legal ownership of the property and may not be separated from such ownership. Whenever legal ownership of a portion of the Subdivision subject to these restrictions passes from one person or entity to another or where the lessee's interest in a ground lease transferred, by whatever means, it shall not be necessary that an instrument provide for transfer of the membership in the Association, and no certificates of membership will be issued.

8.3 Each Owner, in election of Association directors, and all other matters submitted to a vote by the members of the Association, shall be entitled to one vote for each lot owned.

#### ARTICLE IX

##### MISCELLANEOUS

9.1 All of the Covenants shall be construed together, but if it shall at any time be held that any one of the Covenants or any part thereof is invalid, or for any reason becomes unenforceable, no other Covenant shall be thereby affected and impaired.

9.2 Upon sale of a Building Site, the Owner so selling shall not have any further liability for the obligations thereon which accrue against the Building Site sold after the date of the conveyance; provided, however, that nothing herein shall be construed so as to relieve an Owner of any Building Site from any liabilities or obligations incurred prior to such sale pursuant to these Covenants.

9.3 The terms and provisions contained in these Covenants shall bind and inure to the benefit of the Declarant, the Owners of all Building Sites located within the Subdivision, and their respective heirs, successors, personal representatives and assigns.

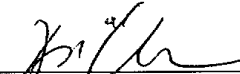
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9.4 Any notices required or permitted herein shall be in writing and mailed, postage prepaid by registered or certified mail, return receipt requested, and shall be directed as follows: (1) to the address of the Building Site if improved; (2) if the Building Site is not improved, to the address set forth in the purchase contract or according to the Salt Lake County property tax records; (3) if none of the foregoing, to the last known address of the Owner. If intended for Declarant, to the address previously set forth herein.

9.5 Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

IN WITNESS WHEREOF, the Declarant has caused its name to be hereunto affixed by its authorized officer this 29<sup>th</sup> day of February 2000.

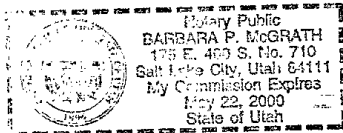
Baxter Research Medical, Inc., a Utah Corporation

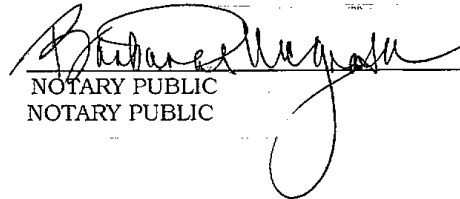
By:   
DAVID P. LEE

Its: Treasurer

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

On the 29<sup>th</sup> day of February 2000, personally appeared before me DAVID P. LEE who upon being duly sworn, acknowledged to me that he executed the same in his capacity as Treasurer of Baxter Research Medical, Inc.



  
NOTARY PUBLIC  
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EXHIBIT "A"

LEGAL DESCRIPTION OF THREE EASEMENT PARCELS LOCATED IN SALT  
LAKE COUNTY, STATE OF UTAH

EASEMENT NUMBER 1

Beginning at the Northeast corner of Lot 2 of the Sandy Commerce Park Subdivision according to the official plat thereof and running thence South 00Degrees 42' 51" West along the West right of way line of 300 West Street a distance of 20.02 feet; thence North 89Degrees 01' 33" West 66.80 feet; thence North 00Degrees 42' 51" East 39.94 feet; thence South 89Degrees 01' 33" East 66.80 feet to the West right of way line of 300 West Street; thence South 00Degrees 42' 51" West along the West right of way line of 300 West Street a distance of 19.92 feet to the point of beginning.

EASEMENT NUMBER 2

Beginning at the Northeast corner of Lot 3 of the Sandy Commerce Park Subdivision according to the official plat thereof and running thence South 00Degrees 42' 51" West along the West right of way line of 300 West Street a distance of 25.00 feet; thence North 89Degrees 01' 33" West 66.80 feet; thence North 00Degrees 42' 51" East 50.00 feet; thence South 89Degrees 01' 33" East 66.80 feet to the West right of way line of 300 West Street; thence South 00Degrees 42' 51" West along the West right of way line of 300 West Street a distance of 25.00 feet to the point of beginning.

EASEMENT NUMBER 3

Beginning at the Northeast corner of Lot 4 of the Sandy Commerce Park Subdivision according to the official plat thereof and running thence North 89Degrees 55' 33" East along the South right of way line of 9400 South Street a distance of 25.00 feet; thence South 00Degrees 04' 27" East 66.80 feet; thence South 89Degrees 55' 33" West 50.00 feet; thence North 00Degrees 04' 27" West 66.80 feet to the South right of way line of 9400 South Street; thence North 89Degrees 55' 33" East along the South right of way line of 9400 South Street a distance of 25.00 feet to the point of beginning.

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