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BOOK _____

RECORDED AT THE REQUEST OF 6794760
AND WHEN RECORDED RETURN TO: _____ 995

Terratron, Inc.
c/o Jardine, Linebaugh, Brown & Dunn
370 East South Temple, 4th Floor
Salt Lake City, Utah 84111

Attn: Wm. Shane Topham, Esq.

RECORDED AT REQUEST OF
Jardine, Linebaugh, Brown & Dunn
1987 JUL 20 PM 2:35
CAROL DEAN PAGE
DAVIS COUNTY RECORDER
DEPUTY *[Signature]*

SW-7-2N-1E
02-026-0054, 0055

DECLARATION OF EASEMENTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS AND RESTRICTIONS (this "Declaration") is entered into effective the 9th day of July 1987, between TERRATRON, INC., a Wisconsin corporation whose local address is c/o 7001 South 900 East, Suite 200, Midvale, Utah 84047 ("Terratron"), and DAVID K. RICHARDS, an individual whose address for purposes hereof is 303 North 2370 West, #200, Salt Lake City, Utah 84116 ("Richards").

R E C I T A L S :

A. Terratron is the fee title owner of a parcel of real property (the "Terratron Parcel") located in Davis County, State of Utah, which Terratron Parcel is described more particularly on Exhibit "A" that is attached hereto.

B. Richards is the fee title owner of a parcel of real property (the "Richards Parcel") located in Davis County, State of Utah, which Richards Parcel is contiguous with the southern boundary line of the Terratron Parcel and is described more particularly on Exhibit "B" that is attached hereto.

C. Terratron and Richards desire to create certain rights-of-way, restrictions and easements benefiting and encumbering the Terratron Parcel and the Richards Parcel on the terms and conditions hereinafter set forth.

A G R E E M E N T :

NOW, THEREFORE, for the foregoing purposes, for Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and legal sufficiency of which consideration is hereby acknowledged, and in consideration of the reciprocal benefits to be derived from the rights-of-way, easements and

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restrictions described herein, Terratron and Richards hereby agree as follows:

ARTICLE I
Definitions

Section 1.1. Frontage Road. As used in this Declaration, the term "Frontage Road" means that certain frontage road running along the east side of the Terratron Parcel and the Richards Parcel.

Section 1.2. Parcel. As used in this Declaration, the term "Parcel" shall mean the Terratron Parcel or the Richards Parcel where no distinction between the two is required by the context in which the term is used.

Section 1.3. Parcels. As used in this Declaration, the term "Parcels" means the Terratron Parcel and the Richards Parcel, collectively.

ARTICLE II
Easements

Section 2.1. Grant of Terratron's Ingress, Egress and Parking Easement. Richards hereby conveys and grants to Terratron a non-exclusive right-of-way and easement, appurtenant to the Terratron Parcel, across the northerly forty (40) feet of the Richards Parcel, as described more particularly on Exhibit "C" that is attached hereto, for the purpose of vehicular parking and vehicular and pedestrian ingress and egress between the Terratron Parcel and the Frontage Road.

Section 2.2. Grant of Richards' Ingress, Egress and Parking Easement. Terratron hereby conveys and grants to Richards a non-exclusive right-of-way and easement, appurtenant to the Richards Parcel, across the southerly forty (40) feet of the Terratron Parcel, as described more particularly on Exhibit "D" that is attached hereto, for the purpose of vehicular parking and vehicular and pedestrian ingress and egress between the Richards Parcel and the Frontage Road.

Section 2.3. Limitation, Alteration.

a. Limitation. The rights-of-way and easements granted hereinabove shall be limited to use for such purposes

and to such extent as may be customary in the use of the Parcels for general commercial purposes, which shall include reasonable and customary deliveries. There shall be no charge for parking pursuant to the rights granted hereinabove.

b. Alteration. Subject to all of the terms and conditions hereof, Terratron and/or Richards may alter, relocate or change the configuration of traffic lanes and similar matters on its respective Parcel; provided, however, that such alteration, relocation or change shall not materially interfere with, restrict or obstruct the rights-of-way and easements for ingress, egress and parking granted herein.

Section 2.4. No Interference; Maintenance. Except to the extent necessary (on a temporary basis) for reasonable construction, for repair and maintenance, for traffic regulation and control or to prevent a public dedication thereof, or the accrual of any rights to the public therein, no fence, wall, barricade or other obstruction, whether temporary or permanent in nature, which materially limits or impairs the free and unimpeded access to or across the rights-of-way and easements granted hereinabove shall be constructed or erected on the Parcels, nor shall Terratron or Richards in any other manner obstruct or interfere with the free flow of vehicular or pedestrian traffic on any portion of such rights-of-way and easements or to either of the Parcels from the other Parcel. Terratron and Richards shall maintain the areas on their respective Parcels across which such rights-of-way and easements are located in reasonably good condition and repair, free from snow, ice, rubbish and other debris and shall take such other actions in connection therewith as are commercially reasonable under the circumstances.

ARTICLE III Duration and Nature

Section 3.1. Duration. This Declaration and each right-of-way, easement, restriction and other right set forth herein shall be perpetual.

Section 3.2. Not a Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Parcels to or for the general public or for any public purposes whatsoever, it being the intention of Terratron and Richards that this Declaration be strictly limited to and for the purposes expressed herein.

Section 3.3. Appurtenances to Parcels; Covenants Run with Land.

a. **Appurtenances to Parcels.** All of the rights-of-way, easements and restrictions granted or created hereby are appurtenances to the Parcels benefited thereby and none of such rights-of-way, easements or restrictions may be transferred, assigned or encumbered except as an appurtenance to such Parcels. For the purposes of such rights-of-way, easements and restrictions, the Parcel benefited thereby shall constitute the dominant estate and the Parcel burdened thereby shall constitute the servient estate.

b. **Covenants Run with Land.** All of the rights-of-way, easements and restrictions contained in this Declaration (whether affirmative or negative in nature) (a) shall create equitable servitudes upon the Parcel burdened thereby in favor of the Parcel benefited thereby; (b) shall constitute covenants running with the land; (c) shall bind every person having any fee, leasehold or other interest in any portion of the Parcel at any time or from time to time to the extent that such portion is affected or bound by the right-of-way, easement or restriction in question, or to the extent that such right-of-way, easement or restriction is to be performed on such portion; and (d) shall inure to the benefit of and be binding upon Terratron and Richards and their respective successors and assigns as to their respective Parcels, as well as their respective customers, guests, licensees, tenants, subtenants and concessionaires, and the customers, invitees, guests and licensees of all such persons.

Section 3.4. No Partnership. Terratron and Richards do not by this Declaration, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

ARTICLE IV
Additional Provisions

Section 4.1. Integration; Modification. This Declaration contains the entire agreement of Terratron and Richards with respect to the matters set forth herein. This Declaration and any right-of-way, easement or restriction contained herein may be terminated, extended or modified or amended as to the whole of the Parcels or any portion thereof with the written consent of both Terratron and Richards, or their successors-in-interest, and any such termination, extension, modification or amendment shall be effective upon proper

recording of a written document evidencing the same, executed and acknowledged by Terratron and Richards, or their successors-in-interest, in the office of the Recorder of Davis County, Utah.

Section 4.2. Force Majeure. Terratron and Richards shall be excused for any period of any delay in the performance of any obligations hereunder when prevented from so doing by any cause beyond such party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services or by act of God.

Section 4.3. Notice. Any notice required to be given under this Declaration must be in writing. Except when actual receipt is expressly required by the terms hereof, notice is considered given either (a) when delivered in person to the recipient named at the address set forth above, or (b) upon the third business day after being properly placed in the United States mail, either registered or certified, return receipt requested, postage and postal charges prepaid, addressed by name and address to the party or person intended. Either party hereto may, by notice given at any time or from time to time, require subsequent notices to be given to another individual, whether an office or representative, or to a different address or both. Notices given before actual receipt of notice of change shall not be invalidated by the change. If more than one recipient is named, delivery of notice to any one such recipient shall be sufficient.

Section 4.4. Titles and Captions. Titles or captions to this Declaration are for convenience only and shall not be deemed to be part of this Declaration, and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Declaration.

Section 4.5. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. Each of the foregoing genders and plurals is understood to refer to a corporation, partnership or other legal entity when the context so requires.

Section 4.6. Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forebear from all such action as may be necessary or appropriate to achieve the purposes of this Declaration.

Section 4.7. Applicable Law. This Declaration shall be construed in accordance with, and governed by, the laws of the State of Utah.

Section 4.8. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty or condition of this Declaration or to exercise any rights or remedies consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, duty or condition. Any party may, by notice delivered in the manner provided in this Declaration, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder or any covenant or duty of any other party. No waiver shall affect or alter the remainder of this Declaration, but each and every other covenant, duty and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

Section 4.9. Severability. In the event that any provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Declaration and shall in no way affect any other provision herein contained. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

Section 4.10. Attorneys' Fees. In the event that it becomes necessary for any party hereto to employ the services of an attorney in connection herewith, either with or without litigation, the losing party to such controversy shall pay to the successful party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred in enforcing this Declaration.

Section 4.11. Authorization. Each individual executing this Declaration does thereby represent and warrant to each other so signing (and each other entity for which another person may be signing) that he has been duly authorized to execute and to deliver this Declaration in the capacity and for the entity indicated.

Section 4.12. Exhibits. All exhibits referred to herein and attached hereto are hereby incorporated herein by this reference.

Section 4.13. Rights and Remedies. The rights and remedies of the parties hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions of

this Declaration shall not preclude the exercise of any other provisions. Each party confirms that its damages at law may be an inadequate remedy for a breach or threatened breach hereof. The respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing contained herein is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provision hereof, it being the intention of the parties by this section to make clear their agreement that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

IN WITNESS WHEREOF, this Declaration is executed as of the date first above written.

TERRATRON, INC., a Wisconsin corporation:

By: [Signature]
Its: President

RICHARDS:

[Signature]
DAVID K. RICHARDS

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

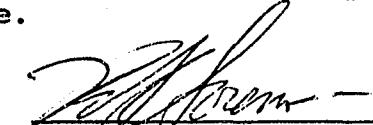
On the 9th day of July 1987, personally appeared before me Roger W. Peters who, being by me duly sworn, did say that he is the President of TERRATRON, INC., a Wisconsin corporation, and that the foregoing DECLARATION OF EASEMENTS AND RESTRICTIONS was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Roger W. Peters acknowledged to me that said corporation executed the same.

[Signature]
Notary Public
Residing in: Sandy
NOTARY PUBLIC
STATE OF UTAH

My Commission Expires:
3-19-88

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 9 day of July 1987, personally appeared before me DAVID K. RICHARDS, signer of the foregoing DECLARATION OF EASEMENTS AND RESTRICTION, who duly acknowledged to me that he executed the same.



Notary Public
Residing in: Salt Lake County

My Commission Expires:

10-30-89

WSTD583

EXHIBIT "A"
TO
DECLARATION OF EASEMENTS AND RESTRICTIONS
LEGAL DESCRIPTION OF THE TERRATRON PARCEL

BEGINNING at a right-of-way monument on the west right-of-way line of an 80 foot frontage road, said point being North, 2417.59 feet and East, 739.70 feet from the Southwest corner of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian; thence along said right-of-way line $S0^{\circ}03'13''$ E, 53.49 feet to a right-of-way monument at the point of curvature with a 778.511 foot radius curve to the right (radius point bears $S89^{\circ}56'47''$ W); thence along said curve 164.67 feet through a central angle of $12^{\circ}07'08''$; thence leaving said right of way $N86^{\circ}03'23''$ W, 229.71 feet; thence $N5^{\circ}55'01''$ E, 162.47 feet to a right-of-way monument; thence $N80^{\circ}13'38''$ E, 232.95 feet to the POINT OF BEGINNING.

Contains 1.0136 acres.

02-026-0055

EXHIBIT "B"
TO
DECLARATION OF EASEMENTS AND RESTRICTIONS

1004

LEGAL DESCRIPTION OF THE RICHARDS PARCEL

BEGINNING at a point North, 2216.45 feet and East, 493.38 feet from the Southwest corner of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian; thence S86°03'23" E, 229.71 feet to a point on the westerly right-of-way line of an 80 foot frontage road, said point also being on the arc of a 778.511 foot radius curve to the right (radius point bears N77°56'05"W); thence along said curve 302.30 feet through a central angle of 22°14'53"; thence leaving said right-of-way line S89°45'41"W, 176.07 feet; thence N13°35'03"E, 32.56 feet to a right-of-way monument; thence N15°48'35"E, 176.49 feet to a right-of-way monument; thence N50°55'01" E, 91.69 feet to the POINT OF BEGINNING.

Contains 1.3722 acres.

02-026-0054

1005

EXHIBIT "C"
TO
DECLARATION OF EASEMENTS AND RESTRICTIONS

LEGAL DESCRIPTION OF EASEMENT
ACROSS THE RICHARDS PARCEL

A 40.0 foot wide strip across the northernmost end of the following-described parcel of real property, running contiguous with the north boundaryline of such property:

BEGINNING at a point North, 2216.45 feet and East, 493.38 feet from the Southwest corner of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian; thence S86°03'23" E, 229.71 feet to a point on the westerly right-of-way line of an 80 foot frontage road, said point also being on the arc of a 778.511 foot radius curve to the right (radius point bears N77°56'05"W); thence along said curve 302.30 feet through a central angle of 22°14'53"; thence leaving said right-of-way line S89°45'41"W, 176.07 feet; thence N13°35'03"E, 32.56 feet to a right-of-way monument; thence N15°48'35"E, 176.49 feet to a right-of-way monument; thence N50°55'01" E, 91.69 feet to the POINT OF BEGINNING.

Contains 1.3722 acres.

02-026-0054

1006

EXHIBIT "D"
TO
DECLARATION OF EASEMENTS AND RESTRICTIONS

**LEGAL DESCRIPTION OF EASEMENT
ACROSS THE TERRATRON PARCEL**

A 40.0 foot wide strip across the southernmost end of the following-described parcel of real property, running contiguous with the south boundaryline of such property:

BEGINNING at a right-of-way monument on the west right-of-way line of an 80 foot frontage road, said point being North, 2417.59 feet and East, 739.70 feet from the Southwest corner of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian; thence along said right-of-way line $S0^{\circ}03'13'' E$, 53.49 feet to a right-of-way monument at the point of curvature with a 778.511 foot radius curve to the right (radius point bears $S89^{\circ}56'47''W$); thence along said curve 164.67 feet through a central angle of $12^{\circ}07'08''$; thence leaving said right of way $N86^{\circ}03'23''W$, 229.71 feet; thence $N5^{\circ}55'01''E$, 162.47 feet to a right-of-way monument; thence $N80^{\circ}13'38''E$, 232.95 feet to the **POINT OF BEGINNING**.

Contains 1.0136 acres.

02-026-0055