

RETURNED

JUN 13 1990

E# 893690 BK 1356 PG 143
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1990 JUN 13 3:52 PM FEE 16.00 DEP MB
REC'D FOR PARAMOUNT TITLE

N¹/₂36-2N-1W

DECLARATION OF RESTRICTIVE COVENANT

The BOARD OF EDUCATION OF DAVIS COUNTY SCHOOL DISTRICT (hereinafter referred to as the "School District") of 45 East State Street, Farmington, Davis County, State of Utah, is the owner of real property located in Woods Cross City, Davis County, State of Utah, upon which the old Woods Cross Elementary School was located and which real property is hereinafter more fully described in six separate parcels as follows:

PARCEL NO. 1:

Beg. 229.68 feet N Fr the SE cor of the NW 1/4 of Sec. 36. T2N. R1W. SLM. Th N 137.72 ft; Th W 210.5 FT; Th S 137.72 Ft; Th E 210.5 Ft to Beg., Cont. .666 acres.

PARCEL NO. 2:

Beg 3.48 Chs N of SE cor of NW 1/4 Sec 36, T2N, R1W, SLM, Th W 3.18 Chs; Th S 1.5 Chs; Th E 3.18 Chs; Th N 1.5 Chs to POB, Cont. .48 acres

PARCEL NO. 3:

Beg at NW cor of Lot 10, Sec 36, T2N-R1W; SLM: Th S 1.5 Chs; Th S 86°49' E 257.12 ft mol to W Bdry line of ppty conv to St Rd Comm In 134-507; Th NE'ly 127.0 ft mol alg arc of a 1850.1 ft Rad curve to left to PT of compound curve; Th NE'ly 136.0 ft. MOL alg arc of a 7519.4 ft rad cur to left to N bdry line of Grantors Land; Th W 363 ft. mol to a pt N of beg; Th S 133 ft, mol to pob. Cont. 1.50 acres

06-093-0032

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KING & KING
LAWYERS
251 EAST 200 SOUTH
P. O. BOX 220
CLEARFIELD, UTAH 84615

PARCEL NO. 4:

Beg on E line of a 4 rod St. 800 West St at a pt 177.5 Ft W & 2064.1 Ft S of N1/4 cor sec 36: th E 177.50 Ft; th N 62.5 ft; th S 88°26' E 169.12 Ft: Th S 88° 50' E 328.60 Ft to W line of Interstate 15: Th SW'ly Alg A 7519.4 ft rad curve to right 158 Ft. M or L. to S line Lot 13 SD Sec; Th N 87° 54' W 434.3 Ft. M or L. to a pt given as SW cor SD Lot 13; Th W'ly 177.5 ft to E line Sd St. to a pt given as 504.4 ft N & 177.5 ft W fr SE cor of NW1/4: Th N alg SD St 75.22 ft to POB cont 2.065 acres.

06-093-0029

PARCEL NO. 5:

Beg at SW cor Lot 12, a part of NE 1/4 Sec 36: T2N-R1W: SLM: E'ly alg S ln SD Lot 12. 375 Ft. MOL. to W line of ppty conv to St Rd Comm In 135-10; Th NE'ly 154 ft M or L. alg arc of a 0° 45' curve to left to N'ly bdry line of SD lot 12: Th W'ly 437 ft to NW cor SD Lot 12; Th S 139 ft to pob. Cont. 1.30 acres

06-093-0030

PARCEL NO. 6:

Beg 367.4 ft N fr the SE cor of the NW 1/4. of Sec. 36, T2N, R1W, SLM, Th N 137.72 ft; th W 210.5 ft; Th S 137.72 Ft; Th E 210.5 ft to Beg., cont. .666 acres.

06-093-0031

Said real property is further referred to herein as the "Woods Cross Elementary School Site".

Pursuant to the terms and provisions of a "Real Estate Purchase Agreement" entered into by and between the School District and Motel 6 Operating L.P. dated as of March 16, 1990, the School District has contracted to sell to Motel 6 Operating L.P. a portion of the Woods Cross School Site

consisting of 2.341 acres more or less hereinafter described
as follows:

Begin on the east line of a 66 foot street (800 West Street) at a point which is N 00° 04' 13" E 30.68 feet along the section line and N 89° 56' 35" W 176.885 feet from the Southeast corner of the Northwest Quarter of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian (Davis County Bearing Base as shown on the Township Reference Plat and recorded as Entry No. 370752 September 28, 1972 in the Davis County Recorders Office) and running thence N 00° 03' 25" East 230.000' along East line of said street, thence S 89° 56' 35" E 506.170 feet to the westerly No access line of Interstate 15 and a point on a 7519.42 foot radius curve to the right thence along the arc of said curve 212.178 feet, (Chord Bears S 28° 45' 22" W 212.178 feet) to a point on the No Access Line of the offramp an a 1850.100 foot radius curve to the right, thence along the arc of said curve 52.021 feet (Chord Bears S 32° 31' 41" W 52.019 feet), thence N 89° 56' 35" W 376.350 feet to the point of beginning. Contains 2.341 acres more or less.

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Paragraph 10.B of said Real Estate Purchase Agreement provides that the School District will impose a Restrictive Covenant upon the remaining portion of the Woods Cross School Site lying within 1000 feet of any boundary line of the property sold to Motel 6 Operating L.P., as hereinabove described, which Restrictive Covenant will preclude development and use of the remaining portion of said Woods Cross School Site as a hotel or motel.

NOW, THEREFORE, in consideration of the promises, covenants and conditions set forth in the said Real Estate Purchase Agreement, and other good and valuable consideration, the Board of Education of Davis County School District does hereby impose a Restrictive Covenant upon the Woods Cross Elementary School Site, excepting the portion thereof being sold to Motel 6 Operating L.P. under the terms and provisions of the said Real Estate Purchase Agreement, and as hereinabove described, which Restrictive Covenant precludes the development and use of the remaining portion of the Woods Cross Elementary School Site as a hotel or motel by the School District or any successor in interest deriving title from the School District.

Any deed, lease, conveyance, or contract made by the School District in violation of this Restrictive Covenant shall be void and may be set aside upon petition of Motel 6 Operating L.P., or its successor in interest, and any successor in interest of Motel 6 Operating L.P. shall be deemed to have the same rights as Motel 6 Operating L.P.; when any such conveyance or other instrument is set aside by decree of a court of competent jurisdiction, all costs and expenses of such proceedings shall be taxed against the offending party and shall be declared by the Court to constitute a lien against the real estate wrongfully deeded, sold, leased or conveyed, until paid, and such lien may be

enforced in any such manner as the Court may order.

This Declaration of Restrictive Covenant constitutes a covenant running with the land and all successive future owners shall have the same right to invoke and enforce its provisions as Motel 6 Operating L.P.

This Declaration shall take effect and be in full force and effect when executed by the School District and Motel 6 Operating L.P. This Declaration shall continue in full force and effect for so long as the property sold to Motel 6 Operating L.P. is used as a site for the operation and maintenance of a motel or hotel by Motel 6 Operating L.P. or any successor.

IN WITNESS WHEREOF, the Board of Education of Davis County School District has executed this Declaration of Restrictive Covenant this 1st day of June, 1990.

BOARD OF EDUCATION OF
DAVIS COUNTY SCHOOL DISTRICT

By: *Lynn Summerhays*
LYNN SUMMERHAYS,
President

Roger C. Glines
ROGER C. GLINES
Business Administrator

APPROVED AND ACCEPTED
FOR MOTEL 6 OPERATING L.P., a Delaware limited partnership

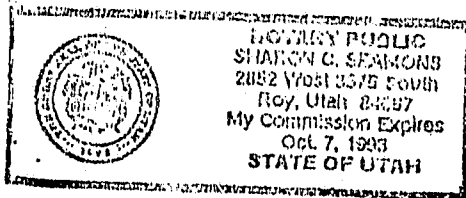
By: Motel 6 G.P., Inc., managing general partner

By: *Russell D. Miller, Jr.*
Title: Russell D. Miller, Jr. Vice President Real Estate

KING & KING
LAWYERS
281 EAST 200 SOUTH
P. O. BOX 220
CLEARFIELD, UTAH 84015

STATE OF UTAH)
)
COUNTY OF DAVIS) ss.

On the 1st day of June, 1990,
personally appeared before me LYNN SUMMERHAYS and ROGER C.
GLINES, who being by me duly sworn did say, each for himself,
that he, the said Lynn Summerhays, is the President of the
Board of Education of Davis County School District, and he,
the said Roger C. Glines, is the Business Administrator of
the Board of Education of Davis County School District, and
that the within and foregoing instrument was signed on behalf
of the said Board of Education of Davis County School
District by authority of a Resolution of the said Board of
Education of Davis County School District and said Lynn
Summerhays and Roger C. Glines each duly acknowledged to me
that the said Board of Education of Davis County School
District executed the same and that the seal affixed is the
seal of the said Board of Education of Davis County School
District.



Sharon Seamons
NOTARY PUBLIC
Residing at: *roy, ut*
My Commission Expires: *Oct 7, 1993*

(SEAL).

E:RestCov