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Book - 11135 Pg - 269-289
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 21 P.

WHEN RECORDED, RETURN TO:
STASTA, LLC
c/o S-PM, Inc.
90 East 7200 South, Suite 200
Midvale, UT 84047

CTIA # 138207-WHP

Tax ID No. 33-22-401-013

**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR BRINGHURST STATION INDUSTRIAL PARK**

March 8, 2021

If intended for Seller: Mike Stangl
c/o S-PM, Inc.
90 East 7200 South, Suite 200
Midvale, Utah 84047
Email: dixie@spmprop.com

With a copy to: Boyd Anderson
c/o The Staker Company
6914 South 3000 East #101
Salt Lake City, Utah 84121
Email: boyd@prec-llc.com

If intended for Purchaser: c/o Land Dynamics, Inc.
Attn: Gary Wesolowski
7800 Forsyth Blvd., Suite 800
St. Louis, MO 63105
Email: garyw@landdynamics.com

With a copy to: Greensfelder, Hemker & Gale, P.C.
10 South Broadway, Suite 2000
St. Louis, MO 63102
Attention: Donald G. Kennedy
Email: dgk@greensfelder.com

If intended for Title
Company: Wende Harris
Cottonwood Title Insurance Agency, Inc.
1996 East 6400 South, Suite 120
Salt Lake City, UT 84121_
Email: wharris@cottonwoodtitle.com

or at such other address, and to the attention of such other person, as the parties shall give notice as herein provided. All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof on the date delivered via e-mail and deposited with overnight courier for next business day delivery.

7. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument, and in pleading or proving any provision of this Agreement, it shall not be necessary to produce more than one of such counterparts.

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (this "**Declaration**") is made and entered into as of the 8 day of March, 2021 (herein the "**Effective Date**") by STASTA, LLC, a Utah limited liability company and CEJ REAL ESTATE LLC, a Utah limited liability company (collectively, the "**Declarant**"). The Declarant declares as follows:

Recitals:

A. Declarant, collectively as tenants in common, own certain land located in the City of Bluffdale City, Utah (the "**City**"), which land is more particularly described on Exhibit A, attached hereto and made a part hereof (the "**Property**").

B. The Property is currently comprised of nine (9) subdivided lots per plat of Bringhurst Station Industrial Park recorded in Book 2021, page 056, Recorded #13580688 on February 26, 2021 with the Salt Lake County, UT Recorder ("Plat") (each, a "**Lot**" and collectively, the "**Lots**") as set forth on the Site Plan attached hereto as Exhibit B and the Association Areas as set forth on the Site Plan attached hereto.

C. Declarant intends by this Declaration to establish upon the Property, certain mutually beneficial easements, covenants, and restrictions.

Agreement:

NOW, THEREFORE, DECLARANT HEREBY DECLARES THAT THE PROPERTY, AND ANY AND ALL PORTIONS THEREOF AND INTERESTS THEREIN, SHALL BE HELD, SOLD, LEASED, DEVELOPED, SUBDIVIDED, MORTGAGED, ENCUMBERED AND CONVEYED SUBJECT TO THE FOLLOWING EASEMENTS, COVENANTS, AND RESTRICTIONS.

**ARTICLE I
DEFINITIONS**

As used hereinafter in this Declaration, the following terms shall have the following respective meanings:

1.1. "**Access Easement Area**" means those portions of the Property that may from time to time be developed as driveways, internal drive aisles, paved areas not intended as a parking space and sidewalks. In no event shall the Access Easement Area include any Buildings or parking spaces as may be developed on the Property from time to time.

1.2. "**Building**" means each and every enclosed building constructed on any Lot from time to time.

1.3. "**City**" shall have the meaning set forth in Recital A.

1.4. **"Common Expense"** means (i) the rent paid by the Association under that certain Lease Agreement last signed on October 29, 2019 between Pacificorp, an Oregon corporation, as landlord, and Monarch Development of Salt Lake, LLC, as tenant, as partially assigned to Stasta, LLC, a Utah limited liability company by Lease Assignment dated signed by Pacificorp on July 17, 2020 ("PacifiCorp Lease") after such lease has been assigned to the Association and such assignment has been consented to by the landlord and (ii) the cost of insurance maintained by the Association.

1.5. **"Association Areas"** means the areas within Lease Parcels 1-5 under the PacifiCorp Lease identified on Exhibit B-2 (attached hereto and made a part hereof) to the extent located (i) adjacent to Lots 1-5 (or any of them) and (ii) outside of the physical public roads known as Bringhurst Blvd. shown on the Plat and Site Plan attached as Exhibit B-1, which Association Areas are currently owned or leased by Declarant and which shall be transferred to the Association by Declarant. Declarant reserves the right to exclude Lease Parcel 1 of the PacifiCorp Lease from the Association Areas in the future if Declarant is able to purchase said Parcel 1 from PacifiCorp and withdraw it from the PacifiCorp Lease and reduce the rent thereunder on a pro rata basis.

1.6. **"Declarant"** shall have the meaning set forth in the introductory paragraph of this Declaration or any successor allowed hereunder.

1.7. **"Declaration"** shall have the meaning set forth in the first paragraph of this Declaration, as amended from time to time in accordance with the terms hereof.

1.8. **"Effective Date"** shall have the meaning set forth in the first paragraph of this Declaration.

1.9. **"Government Authority"** means any governmental or quasi-governmental entity thereof having jurisdiction over the Property or any aspect of the development thereof, including, without limitation, the City.

1.10. **"Gross Land Area"** means the total square feet of floor area contained within the boundaries of a Lot.

1.11. **"Improvements"** refers to any permanent improvement constructed or erected upon the Property, including without limitation (i) Buildings; (ii) roads, curbs, gutters, drainage facilities, median strips, driveways, walkways, and parking areas; (iii) screen fences, retaining walls, and other walls; (iv) landscaping, trees, shrubs, waterscapes, and other aesthetic or ornamental amenities; (v) signs, poles, and antenna; (vi) mechanical, utility, and communication installations both above and below ground; and (vii) other structures or facilities of any kind, of any nature, for any purpose.

1.12. **"Law"** means any applicable law, statute, rule, regulation, ordinance, code, order or judicial interpretation of any Government Authority.

1.13. **"Lot"** shall have the meaning set forth in Recital B.

1.14. **"Majority of Owners"** means one or more Owners whose Lot(s), in the aggregate, comprise more than 50% of the total Gross Land Area of all the Lots. The Majority of Owners shall act via written consent executed by the requisite number of Owners.

1.15. **"Manager"** means Declarant; provided, however, at such time as Declarant resigns as Manager or ceases to own a Lot, the Manager shall be appointed and removed and re-appointed by a Majority of Owners.

1.16. Omitted.

1.17. **"Owner"** means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

1.18. **"Person"** means any individual, trust, trustee, partnership, corporation, association, limited liability company, real estate investment trust, governmental entity, educational institution, religious organization or other legal entity.

1.19. **"Property"** shall have the meaning set forth in Recital A.

1.20. **"Pro Rata Share"** means, with respect to any Owner, a fraction, the numerator of which shall be the Gross Land Area of such Owner's Lot, and the denominator of which shall be the sum of the Gross Land Area of all of the Lots. As of the date hereof, the Pro Rata Share of each Lot is as follows:

[NOTE: ADD THIS INFORMATION HERE.]

1.21. **"Site Plan"** means the site plan, as amended from time to time, attached hereto as Exhibit B.

1.22. **"User"** means any officers, employees, agents, customers, business guests, licensees, lessees, and invitees of any Owner.

1.23. **"Utilities"** means all utility services, including without limitation, gas, water, sewer, electricity, steam, telephone and cable television and data wire service.

1.24. **"Utility Easement Area"** means (i) the private utility easements set forth in the plat of the Property; and (ii) those locations reasonably necessary for the installation, maintenance, repair or replacement of Utility Facilities in connection with the development and operation of any Lot; provided that the location of any Utility Easement Area under item (ii)

must be approved in writing by the burdened Owner, which approval shall not be unreasonably withheld, conditioned or delayed.

1.25. **"Utility Facility"** means any pipe, valve, conduit, wire, line, transformer, or other facility which is used to provide Utilities to any Lot.

1.26. **"Utility Work"** shall have the meaning set forth in Section 2.2(b).

ARTICLE II EASEMENTS

2.1. Access Easement.

(a) Grant of Easements. Declarant hereby grants unto and/or establishes for the mutual benefit and use of all the Owners and their respective Lots, the non-exclusive right, privilege and easement to use the Access Easement Area, and to permit their respective Users to use the same, for the purpose of full and uninterrupted pedestrian and vehicular ingress, egress as reasonably necessary to access to and from the Lots and any public roadways abutting the Lots, Association Areas or Property, including without limitation access reasonably necessary for truck and vehicle access for loading and unloading at dock and loading locations. Declarant hereby grants unto and/or establishes for the exclusive benefit of each Owner and their respective Lot, the exclusive right privilege and easement to access, use, maintain and improve the portion of Association Areas abutting such Owner's particular Lot; provided that there shall be no cross parking rights or parking easements granted hereunder to park on any other Owner's Lot or on the Association Areas abutting another Owner's Lot.

(b) Maintenance of Access Easement Areas and Association Areas by Owners. Each Owner hereby covenants and agrees to maintain, repair and replace (as necessary), at its sole cost and expense, the portion of the Access Easement Area located on said Owner's Lot in a good order, condition and repair and in conformance with all applicable Laws. Such repair and maintenance shall be performed in a good and workmanlike manner and shall include but not be limited to sealing, patching, striping, snow and ice removal and cleaning. Each Owner shall make a good faith effort to coordinate such activities with the other Owners and the Manager. Each Owner also hereby covenants and agrees to maintain, repair and replace (as necessary), at its sole cost and expense, the portion of the Association Areas abutting such Owner's Lot in a good order, condition and repair and in conformance with all applicable Laws. Such repair and maintenance shall be performed in a good and workmanlike manner and shall include but not be limited to maintenance of landscaped areas. This does not restrict the Owners from entering into common agreements for the repair, maintenance, cleaning and snow removal with respect to the Access Easement Areas and Association Areas. The Owners of all Lots that are adjacent to another Lot that share common drives or otherwise reasonably need to utilize the Access Easement Area on an adjacent Lot for truck access to loading docks and loading and unloading areas, shall keep, maintain and preserve the internal drives and paved areas located on such Lots between the Buildings located on such Lots so as to facilitate

and provide for access to and use of loading, unloading and dock areas by trucks, fork lifts and other vehicles at all times and shall not block such areas.

2.2. **Utility Easement.**

(a) Grant of Utility Easements. Declarant hereby grants unto and/or establishes for the mutual benefit and use of all the Owners and their respective Lots, the non-exclusive right, privilege and easement to use the Utility Easement Area to install, maintain, repair, replace, use and operate Utility Facilities which service any particular Lot; provided, however, each Owner may use any portion of its Lot encumbered by a Utility Easement Area for any and all uses (including, without limitation, the crossing of any Utility Easement Area by other utility lines and the use of such Utility Easement Area for landscaping and for driveways, parking and other paved areas), provided that and so long as such uses do not interfere with, disrupt or diminish utility service to any other Lot served by the Utility Facility within such Utility Easement Area. The Easements set forth in this Section 2.2 are subordinate and subject to the Easement rights granted to any utility company or other governmental entity with respect to any Utility Easement Areas.

(b) Utility Work. Each Owner hereby covenants and agrees to maintain, repair and replace (as necessary) any Utility Facility servicing such Owner's Lot (whether located on such Owner's Lot or in a Utility Easement Area serving such Owner's Lot) in a good and working order, condition and repair and in conformance with all applicable Laws ("**Utility Work**"); provided, that in the performance of such Utility Work: (i) adequate provision shall be made for the convenience of all persons using the surface of such areas; (ii) the surface areas and Improvements thereon shall be replaced or restored to the condition in which they were prior to the performance of such Utility Work by the Owner conducting the Utility Work; (iii) all costs, fees and expenses incurred as a result of such Utility Work shall be borne solely by the Owner(s) which undertake such Utility Work, but such Owner may be reimbursed by other Owners benefited by such utility easements according to agreement amongst them; (iv) the affected Owner shall be notified in writing not less than 10 days prior to commencement of such Utility Work, and such work shall not be commenced prior to the delivery of the affected Owner's consent (not to be unreasonably withheld) and evidence that the Owner conducting the Utility Work has reasonably adequate insurance; (v) the schedule for the performance of such Utility Work shall be subject to the reasonable approval of the affected Owner unless occasioned by an emergency.

(c) Relocation of Utility Facilities. At any time and from time to time, each Owner shall have the right to relocate on its Lot any Utility Facility installed on its Lot, provided that any such relocation: (i) except for emergency relocations, shall be performed only after 60 days' prior written notice given to the Owner of each Lot served by the Utility Facility declaring the Owner's intention to undertake the relocation, and such work shall not be commenced prior to the delivery of evidence that such Owner has reasonably adequate insurance; (ii) shall not interfere with, disrupt or diminish utility service to any Lot served by the Utility Facility without written consent; (iii) shall be performed without cost or expense to the Owner or User of any

other Lot served by the Utility Facility; and (iv) the applicable Utility Easements Area shall be automatically relocated to accommodate the relocated Utility Facility.

2.3. **No Obstruction.** The easements, rights and privileges hereinabove granted shall be used and enjoyed in such a manner as to cause the least possible interference with the conduct and operation of the businesses being conducted on the Lot.

ARTICLE III
Association Areas

3.1. **Association Areas.** Declarant shall use best efforts to promptly convey all Association Areas (whether held in fee or leasehold) and the PacifiCorp Lease to the Association for the common benefit of the Lots and Owners and cause the landlord under the PacifiCorp Lease to consent to such assignment. The Association Areas may not otherwise be transferred except with the consent of all Owners. Declarant shall pay all rent and perform all obligations under the PacificCorp Lease and take all action necessary to keep such lease in full force and effect until it is transferred to the Association and such transfer is consented to by the landlord thereunder, after which time the Association shall pay all rent and perform all obligations thereunder and take all action necessary to cause such lease to remain in full force an effect.

3.2. **Payment of Common Expenses.** The Owners of each Lot hereby agree to pay assessments for their respective Pro Rata Share of any reasonable Common Expenses, if any, in the manner set forth herein. No Owner shall be relieved of the obligation to pay such Owner's share of the Common Expenses by abandoning or not using all or any portion of the Association Areas. Manager shall have the right to reasonably estimate the Common Expenses on an annual basis in advance based on actual Common Expenses from the prior year and, as more particularly set forth below, and to require each Owner to pay its Pro Rata Share in advance in equal quarterly installments. On or before the first (1st) day of January of each calendar year, Manager shall notify each Owner in writing of its assessment for its Pro Rata Share of the estimated Common Expenses for said calendar year. As soon as reasonably practicable following the end of each calendar year, Manager shall provide each Owner with a reasonably detailed written statement of its Pro Rata Share for the total Common Expenses actually incurred by such Owner during the preceding calendar year. If the total paid by the Owner as its Pro Rata Share of the estimated Common Expenses exceeds the Owner's Pro Rata Share of the Common Expenses actually incurred for the preceding calendar year, the Manager shall, within 30 days of delivery of said written statement, reimburse the Owner for the amount of the excess. If the amount paid by the Owner as its Pro Rata Share of the estimated Common Expenses is less than its Pro Rata Share of the actual Common Expenses during said preceding year, the Owner shall, within 30 days of its receipt of said statement, pay the amount of the deficiency to the Manager. If any Owner fails to pay its assessment and share of Common Expenses when due, such Owner shall pay a late payment fee equal to the greater of (i) 10% of the amount past due, or (ii) \$100.

3.3. **Liens.** If any Owner fails to timely pay its assessment for its Pro Rata Share of Common Expenses (as provided above), then such Owner shall be liable for interest on the

delinquent sum in an amount equal to 12% per annum from the date of delinquency until paid. In addition, if an Owner fails to pay any amount due hereunder, such Owner shall be liable for all costs of collection, including reasonable attorneys' fees and court costs. All past due assessments, plus interest, plus costs of collection, including reasonable attorney fees, shall be a charge and continuing lien upon the Lot(s) against which the assessment is made, and shall also be the personal obligation of the Owner, against which the Manager may bring legal action. The Manager shall have the right to foreclose the lien in any manner provided by law, it being understood and agreed that, except as otherwise provided by law, the lien shall be superior to any other lien or encumbrance on such Lot created or arising subsequent to the creation of the lien, but shall not be superior to and shall be subordinate to any deed of trust or mortgage made in good faith and for value affecting all or any portion of the Lot which is of record prior to the creation and recordation of the lien. Any Lien shall be deemed to be created on the date that notice of such lien shall be filed with the appropriate public land records.

3.4. Omitted.

3.5. Records. Upon any Owner's request, Manager shall make available for such Owner's inspection Manager's records of Common Expenses for the current or preceding calendar year. Such inspection shall only be conducted during regular business hours at the office where Manager maintains such records and only after Owner gives Manager 30 days' written notice. Any excess prepayment by Owner of its proportional share of Common Expenses shall be applied against the next due payment from Owner, and any deficiency of same shall be paid to Manager within 10 days after Owner's receipt of the statement from Manager.

**ARTICLE IV
INSURANCE**

4.1. Owner's Insurance. At its own expense, each Owner shall continuously maintain (or cause to be maintained) a broad-form policy or policies of commercial general liability insurance against claims and liability on account of bodily injury, personal injury, death and property damage incurred in the Buildings and other Improvements on such Owner's Lot. Such insurance shall have a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and shall designate Manager as an additional insured.

4.2. Manager's Insurance. Manager shall continuously maintain a broad form policy or policies of commercial general liability insurance insuring Manager and the Association against claims and liability on account of bodily injury, personal injury, death and property damage incurred upon or about the Association Areas. Such insurance shall have a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and shall designate all Owners as additional insureds as their respective interests may appear. The reasonable cost of the Manager's and Association's insurance, to the extent in addition to insurance Manager is required to maintain as an Owner hereunder shall be deemed a Common Expense.

4.3. **Insurance Coverage Increases.** Manager may, not more frequently than once every five years, increase the required coverages under both Sections 4.1 and 4.2 hereof to a commercially reasonable amount common in the industry.

ARTICLE V
TERM; AMENDMENT; BINDING EFFECT

This Declaration and the easements, rights and obligations contained herein shall be perpetual and shall remain in full force and effect until terminated in whole or in part by a written agreement, executed and acknowledged by all of the Owners and duly recorded in the Salt Lake County, UT recorder's office. This Declaration may only be amended by a written agreement, executed and acknowledged by one or more Owners whose Lot(s), in the aggregate, comprise more than 75% of the total Gross Land Area of all the Lots of the Owners and duly recorded in the Office of the Recorder of Deeds. Each and all of the foregoing provisions, easements, agreements, rights, powers, obligations, covenants, conditions and restrictions shall run with the land which constitutes the Property and shall be binding upon and inure to the benefit of the current and future Owners.

ARTICLE VI
ENFORCEMENT

6.1. **Equitable Remedies.** Each Owner shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach, or enforce the observance of, the restrictions, obligations, covenants and rights contained in this Declaration, in addition to all other remedies available to Owner at law or in equity.

6.2. **Attorney's Fees.** If any litigation or other legal action is brought to enforce or interpret the terms of this Declaration, the non-prevailing party shall pay to the prevailing party all reasonable expenses and court costs (including reasonable attorneys' fees) incurred by the prevailing party in such action.

ARTICLE VII
INDEMNIFICATION

Each Owner agrees to defend, protect, indemnify and hold harmless each other Owner for, from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and costs of suit, arising out of or resulting from the injury to or death of any person, or damage to the property of any person occurring on the Lot owned by each indemnifying Owner; provided, however, the foregoing obligations shall not apply to claims to the extent caused by the negligence or by the willful misconduct of such other Owner, or its Users.

ARTICLE VIII
CONSTRUCTION OF IMPROVEMENTS; MAINTENANCE

8.1. **Construction.** Once begun, any construction must be diligently prosecuted by the respective Owner to completion. In the event of damage or destruction to Buildings or improvements on a Lot the Owner of that lot shall promptly restore the improvements to a safe and sightly architectural whole and if not restored shall scrape the site to grade and render the site safe and sightly.

8.2. **Landscaping.** Each Owner shall install appropriate landscaping and associated systems on its Lot and on the portion of the Association Areas abutting its Lot within 12 months from the date of substantial completion of construction of any Building constructed on its Lot.

8.3. **Maintenance.** Each Owner hereby covenants and agrees to maintain, repair and replace (as necessary), at its sole cost and expense, the Improvements and Landscaping located on said Owner's Lot and on the portion of the Association Areas abutting its Lot in a good condition and repair and in conformance with all applicable Laws.

ARTICLE IX
OBLIGATION TO FORM ASSOCIATION

9.1. **Formation.** Declarant shall promptly form and organize (and the Owners hereby consent to the formation and organization of) a property owners' association (the "**Association**"), which Association shall be organized as a nonprofit corporation under the laws of the State of Utah. The Association shall be charged with assuming the duties and obligations vested in the Manager as provided herein. Each Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot; provided, however, any Owner may assign its rights and obligations hereunder to a lessee or lessees, which rights and obligations shall be expressly assumed by such lessee or lessees for the term of the applicable lease between such Owner and such lessee(s). Subject to paragraph 10 of the Lease, Declarant shall use best efforts to promptly convey all Association Areas (whether held in fee or leasehold) and the PacifiCorp Lease to the Association for the common benefit of the Lots and Owners and cause the landlord under the PacifiCorp Lease to consent to such assignment. The Association Areas may not otherwise be transferred except with the consent of all Owners.

9.2. **Management of Association.** The affairs of Association shall be managed by a board of 3 directors (each a "**Director**" and collectively, the "**Board**"). The first Director shall be appointed by the Owner with the highest aggregate Pro Rata Share, the second Director shall be appointed by a different Owner with the second highest aggregate Pro Rata Share, and the third Director shall be appointed by a different Owner (who is not the Declarant or any party affiliated with Declarant) with the third highest aggregate Pro Rata Share. A Director shall serve for a term of 3 years or such shorter time period as may be prescribed by a Majority of Owners. Should any Director resign or be unable to serve for any reason, the Owner who appointed such

Director shall be responsible for appointing a replacement Director to serve the remainder of the applicable term. The action of any 2 Directors of the Board shall be binding on the Association. The first Board appointed pursuant to this Section shall adopt bylaws setting forth the rules and procedures governing the management and conduct of the Association.

**ARTICLE X
USE RESTRICTIONS**

10.1. **Trash and Storage.** Accumulation of debris or other discarded material is prohibited. Refuse shall be contained in appropriate facilities and areas. The parking of recreational vehicles, including but not limited to boats, rvs, travel trailers, snowmobiles, campers and ATVs outside of Buildings is prohibited. No inoperable vehicle, trailer or other vehicle may be parked or stored outside of Buildings on the Property longer than 48 hours.

10.2. **Prohibited Uses.** The Lots may not be used or built upon except as permitted by the applicable governmental zoning and land use laws, rules, and regulations. In the event of a conflict between this Declaration and the applicable governmental laws, the most restrictive requirement shall apply. Each Lot shall be subject to the prohibited uses set forth in Exhibit C, attached hereto.

10.3. **Rules and Regulations.** Owners shall comply and shall use reasonable efforts to cause Users to comply with the Rules and Regulations attached hereto as Exhibit D.

10.4. **Prior Tenant Rights.** The foregoing sections 10.1, 10.2 and 10.3 shall not apply to any tenant under a lease of all or part of Lot 101 to the extent such lease was executed prior to the date of this Declaration.

**ARTICLE XI
DECLARANT RIGHTS**

Declarant may assign its rights and obligations hereunder to any Owner (including any party contemporaneously acquiring a Lot) by filing an instrument explicitly for that purpose in the Salt Lake County, UT recorder's office and providing notice and a copy thereof to each Owner, to any Owner who shall assume such obligations.

**ARTICLE XII
MISCELLANEOUS**

12.1. **No Public Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of any of the Property to the general public, or for any public use or purpose.

12.2. **Non-Merger.** This Declaration shall not be subject to the doctrine of merger.

12.3. **Severability.** If any provision of this Declaration or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable under applicable law, the remainder of this Declaration, or the application of such provision to other persons or circumstances, shall not be affected thereby, and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

12.4. **Governing Law.** This Declaration and all rights and obligations created hereby shall be governed by the laws of the State of Utah.

12.5. **Invalidity.** Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by the same.

12.6. **Entire Agreement.** This Declaration contains the entire undertaking by the parties hereunder and there are no other terms, express or implied, except as contained herein.

[Signature Page Follows]

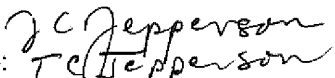
IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of the day and year first above written.

DECLARANT:

STASTA, LLC, a Utah limited liability company

By: 
Name: Mike Stangl
Title: Manager

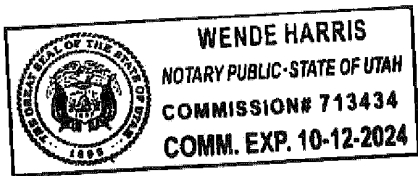
CEJ REAL ESTATE LLC, a Utah limited liability company

By: 
Name: T.C. Jepperson
Title: Manager

ACKNOWLEDGEMENTS

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

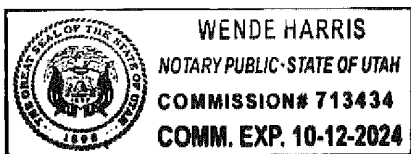
On March 8, 2021 (date), Mike Stangl (name) personally appeared before me, proved his/her identity, and voluntarily signed this document, attesting to have the authority to do so.




NOTARY PUBLIC

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

On March 8, 2021 (date), T.C. Jepperson (name) personally appeared before me, proved his/her identity, and voluntarily signed this document, attesting to have the authority to do so.



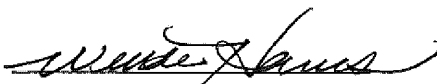

NOTARY PUBLIC

EXHIBIT A

Legal Description Of Lots

Lots 101, 102, 103, 104, 105, 106, 107, 108 and 109, BRINGHURST STATION INDUSTRIAL PARK, according to the official plat as recorded in the office of the Salt Lake County Recorder on February 26, 2021 as Entry No. 13580688 in Book 2021P at Page 56.

EXHIBIT B-1

Site Plan

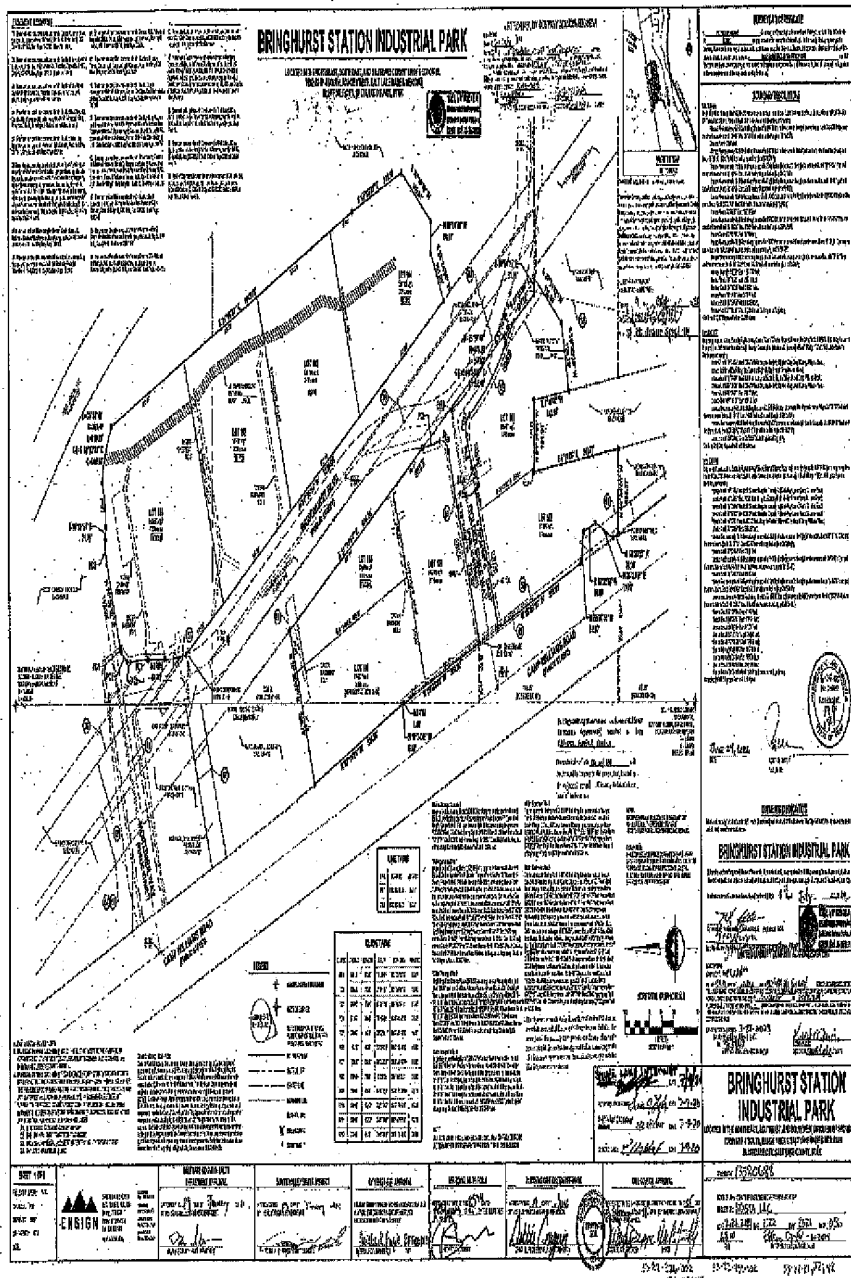


EXHIBIT B-2

Site Plan

(Association Areas – Lease Parcels 1-65 excluding areas in a dedicated road)

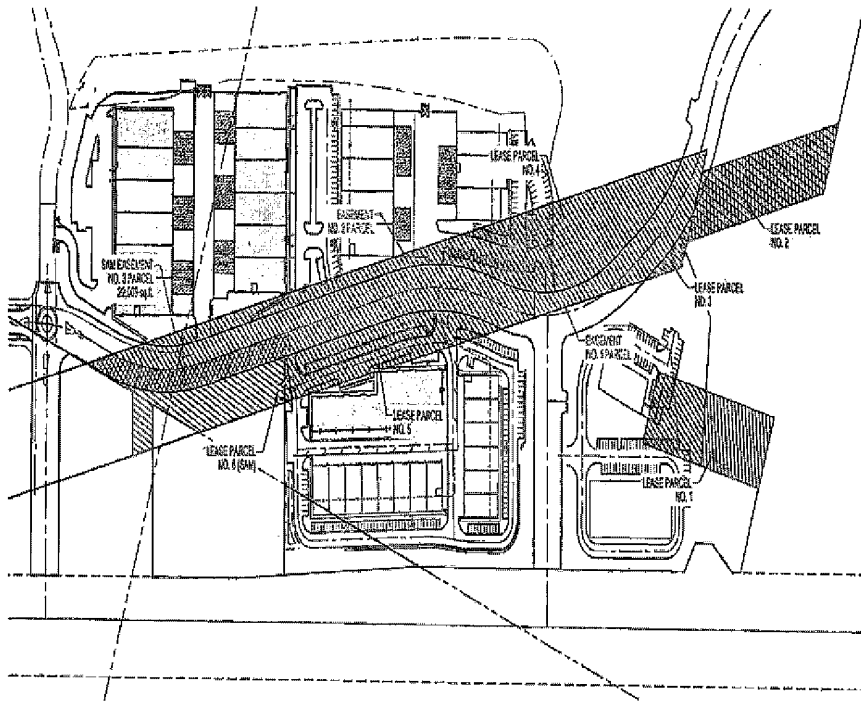


EXHIBIT C

Prohibited Uses

THE FOLLOWING USES SHALL NOT BE PERMITTED ON THE PROPERTY:

1. Any operation primarily used as a distilling, refining, smelting, or mining operation;
2. Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);
3. Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors and dumpsters located near the rear of any Building);
4. Any automobile, truck, trailer or recreational vehicles sales, leasing, display or body shop repair operation;
5. Any residential use, including but not limited to: single family dwellings, townhouses, condominiums, other multi-family units, and other forms of living quarters, sleeping apartments, or lodging rooms;
6. Any animal raising facilities;
7. Any mortuary or funeral home;
8. Any establishment selling or exhibiting pornographic materials or which sells drug-related paraphernalia;
9. Any flea market, amusement or video arcade, pool or billiard hall, car wash, or dance hall;
10. Any gambling facility or operation. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the User.
11. Army-navy surplus store, second-hand store, or salvage store;
12. Roller skating rink;
13. Any drilling for and/or removal of subsurface substances;
14. Pawn shop;

15. Bowling alley;
16. Any tattoo parlor or any establishment selling drug related paraphernalia;
17. Any massage business;
18. Any sperm and/or egg donor clinics or abortion clinic or drug rehabilitation clinic;
19. Any plasma or blood bank.

EXHIBIT D

Rules And Regulations

1. Will not burn trash or permit same and will not store or permit accumulations of any trash, garbage, rubbish or other refuse outside of the Building except in appropriate compactors or other receptacles;
2. Will maintain the Building at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests and will maintain all landscaped areas on its Lot; and
3. Will maintain any and all approved signage in good condition and repair at all times.