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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
C & S STARK INV
12335 DEER SHADOW COVE
DRAPER UT 84020
BY: EAP, DEPUTY - WI 13 P.

AFTER RECORDING, PLEASE RETURN TO:

C & S Stark Investments, LLC
12335 Deer Shadow Cove
Draper, Utah
84020

Affects Tax Parcel No. 21-22-409-001; 21-22-409-002; 21-22-409-003; 21-22-409-004; 21-22-403-004

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (this "Declaration"), dated as of the 3^d day of October, 2012, is executed by Mountain View Professional Center Owners, Inc., a Utah nonprofit corporation (as successor in interest to Mountain View Professional Plaza) ("Grantor") and C & S Stark Investments, LLC, a Utah limited liability company (the "Grantee"). Grantor and Grantee are sometimes referred to herein, collectively as the "Parties", and each, individually, a "Party."

RECITALS:

A. Grantor is the Condominium Owners' Association with the power to grant easements over a certain parcel of real property, a legal description of which is included on Exhibit A attached hereto and made a part hereof (the "Grantor Parcel") pursuant to that certain Declaration of Condominium for Mountain View Professional Plaza recorded in the Salt Lake County Recorder's Office as Entry No. 10052778 on April 2, 2007 (the "Condominium Declaration").

B. The Easement Area (as defined below) is part of the Common Areas and Facilities (as that term is defined in the Condominium Declaration) of the Grantor Parcel.

C. Grantee is the owner of a certain parcel of real property, a legal description of which is included on Exhibit B attached hereto and made a part hereof (the "Grantee Parcel").

D. Pursuant to that certain Agreement for Future Shared Access for 6783 South Redwood Road (SR-68) between Crown Enterprises LLC and the Utah Department of Transportation dated June 6, 2005 and recorded in the Salt Lake County Recorder's Office as Entry No. 9401008, in Book 9143 at Page 4051 on June 10, 2005, the then owner of the Grantor Parcel agreed to enter into a future agreement setting forth the terms of a nonexclusive easement for ingress and egress over the 25 southerly feet of the Grantor Parcel for the benefit of the Grantee Parcel (the "UDOT Easement").

E. The obligations of the owners of the Grantor Parcel pursuant to the UDOT

Easement run with the land and, thereby, obligate Grantor.

F. Grantor and Grantee desire to enter into this Declaration to satisfy the requirements of the UDOT Easement.

AGREEMENT

NOW, THEREFORE, for the foregoing purposes, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby establish the following easements, covenants and restrictions, all of which apply to, bind, affect and run with title to each Parcel.

1. **Definitions.** Certain terms which are used in this Declaration are defined in this Declaration prior to this Section. In addition to those previously defined terms, the following terms shall have the meanings indicated.

(a) **“Benefitted Parties”** means, with respect to a Parcel, the Owners and Occupants of that Parcel, and their respective contractors, employees, customers, guests and invitees.

(b) **“Easement Area”** means the approximately twenty-four foot (24') wide access road located on the Grantor Parcel and adjacent to the boundary line of the Grantee Parcel furnishing access from Redwood Road to the Parking Areas on the Parcels, a depiction of which is included on Exhibit C attached hereto and made a part hereof, labeled on said depiction as “24' Reciprocal Access and Fire Lane.”

(c) **“Grantee’s Proportionate Share”** shall mean fifty percent (50%).

(d) **“Maintenance Expenses”** means all costs incurred in maintaining the Easement Area pursuant to Section 4.

(e) **“Mortgage”** means a recorded mortgage, deed of trust or other security agreement creating a lien on a Parcel or a portion of a Parcel as security for the payment of indebtedness.

(f) **“Mortgagee”** means the mortgagee, beneficiary or other secured party under a Mortgage.

(g) **“Occupant”** means any Person that, by virtue of a contract to purchase, a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use any Parcel or portion of any Parcel.

(h) **“Owner”** means the Person that, at the time concerned, is the owner of record in the office of the County Recorder of Salt Lake County, Utah of a fee interest in any Parcel or portion of any Parcel. In the event that, at any time, more than one Person owns the fee interest in a Parcel, they shall constitute one (1) Owner, and liability of each

such Person for performance or compliance with the applicable provisions of this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a Mortgagee unless and until such Person has acquired fee title to the Parcel encumbered by a Mortgage pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof. So long as the Grantor Parcel is subject to the Condominium Declaration, Grantor, and its successors and assigns, shall be deemed the "Owner" for purposes of this Declaration.

(i) "**Parcel**" means the Grantor Parcel or the Grantee Parcel.

(j) "**Parcels**" means the Grantor Parcel and the Grantee Parcel.

(k) "**Payment**" is defined in Section 3.

(l) "**Parking Areas**" means the areas on any Parcel that are used at any time and from time to time for parking.

(m) "**Person**" means a natural person or a legal entity.

(n) "**Redwood Road**" means that certain public right-of-way located in Salt Lake County known as Redwood Road

2. Grant of Access Easements. Grantor hereby grants the following easements appurtenant to the Grantee Parcel to and for the benefit of Grantee and the Benefitted Parties of the Grantee Parcel:

(a) A non-exclusive easement for vehicular ingress and egress from Redwood Road, over and across the Easement Area, and onto the Grantee Parcel, including the Parking Areas located on the Grantee Parcel; and

(b) A non-exclusive easement for pedestrian ingress and egress from Redwood Road, and the sidewalks adjacent thereto, over and across the Easement Area onto the Grantee Parcel.

3. Payment. In consideration of the grant of the easements set forth in this Declaration, Grantee shall pay to Grantor a one-time payment in an amount equal to \$6,300 (the "**Payment**"). Grantee shall make the Payment to Grantor within twenty (20) days after all Parties have executed this Declaration.

4. Maintenance. Grantor shall construct, repave, keep and maintain the Easement Area and all improvements to the Easement Area including, without limitation, all paved areas, curbs, landscaping and lighting, in a safe, clean and attractive condition and shall keep the Easement Area free from any accumulations of snow, dirt, trash and other debris. If Grantor fails to keep and maintain the Easement Area as set forth above, Grantee shall have the right, but not the obligation, to keep and maintain the Easement Area and Grantor shall, upon demand, reimburse and

pay to Grantee all expenses, less Grantee's Proportionate Share, incurred by Grantee in connection therewith pursuant to the following:

(a) Maintenance Budget. So long as the easement and right-of-way granted to Grantee in this instrument remain in effect, prior to the execution of this instrument and each calendar year thereafter, Grantor shall create a maintenance budget for the Easement Area that shall be subject to Grantee's Approval. Such maintenance budget shall include all of the Maintenance Expenses and shall not exceed an amount equal to one hundred five percent (105%) of the Maintenance Expenses for the prior year. If Grantee disapproves of such maintenance budget, Grantor shall revise such maintenance budget and resubmit the same for Grantee's Approval.

(b) Grantee's Reimbursement Obligation. So long as the easement and right-of-way granted to Grantee in this instrument remain in effect, Grantee shall be obligated to reimburse and pay to Grantor an amount equal to Grantee's Proportionate Share of the Maintenance Expenses. Grantor shall invoice Grantee for Grantee's Proportionate Share of the Maintenance Expenses in arrears on a quarterly basis, with each invoicing to occur following the expiration of each calendar quarter (or fraction thereof). Each quarterly levy of Maintenance Expenses shall be due and payable from Grantee within thirty (30) days after Grantee has received the invoice for such quarter. Grantor and Grantee acknowledge that the Easement Area is 21.45% of the total asphalt area located on the Grantor Parcel.

(c) Right to Audit. Within one (1) year after the end of each calendar year for which the expenses are invoiced, Grantee shall have the right to audit Grantor's books and records relevant to the Maintenance Expenses for such prior calendar year by an independent certified public accountant. Grantee shall notify Grantor of its intent to audit at least five (5) business days prior to the requested audit date (which shall be an ordinary business day), and the audit may be conducted only during ordinary business hours. If the audit discloses that the Maintenance Expenses invoiced were less than the applicable expenses actually paid to third parties, then Grantee shall pay any resulting deficiency to Grantor within twenty (20) days after the completion of the audit. Conversely, if the audit discloses that the applicable expenses invoiced were greater than the applicable expenses actually paid to third parties, then Grantor shall pay any resulting overpayment to Grantee within twenty (20) days after the completion of the audit. The audit cost shall be borne solely by Grantee.

5. Alteration, Relocation or Changes to Easement Area. Grantor shall not be permitted to alter, relocate or change the configuration of the Easement Area. 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 or the accrual of any rights to the public, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of the rights-of-way and easements granted in this Declaration shall be constructed or erected, nor shall any Person having a fee or leasehold interest in all or a portion of a Parcel obstruct or interfere with the use of such rights-of-way and easements.

6. Casualty. Upon any damage or destruction to the Easement Area, Grantor will promptly after the occurrence of the event of damage or destruction, restore, repair or rebuild, or cause to be restored, repaired or rebuilt, such damaged or destroyed Easement Area.

7. Condemnation. If all or any portion of the Easement Area is taken by the exercise of the power of eminent domain or is transferred or conveyed in a negotiated transaction to a person vested with the power of eminent domain, Grantor shall be entitled to any award for such taking.

8. Insurance. Grantor and Grantee shall maintain, or cause to be maintained, at its sole expense, in full force and effect, with good and solvent insurance companies authorized to do business in the State of Utah on their respective Parcels a policy or policies of commercial general liability, bodily injury, personal injury and property damage liability insurance with combined single limits of at least one million dollars (\$1,000,000). Grantor and Grantee hereby waive any claim that they might have against the other for damages which would be covered by any of the insurance required to be carried under this Article. Inasmuch as the said mutual waivers will preclude the assignment of any such claim by way of subrogation (or otherwise) to an insurance company (or any other person, firm or corporation) Grantor and Grantee shall give to each insurance company which has issued to it policies of all-risk insurance, written notice of the terms of said mutual waivers, and shall have said insurance policies properly endorsed, if necessary, to prevent invalidation of said insurance coverages by reason of said waiver.

9. Amendment or Termination; Duration of Declaration. This Declaration may be amended or terminated, but only by an instrument filed for record in the office of the County Recorder of Salt Lake County, Utah that is executed by the Owners. The term of this Declaration is perpetual; this Declaration shall be and remain in force and effect until terminated pursuant to this Section.

10. Covenants to Run with Land. This Declaration and the easements and covenants created by this Declaration are intended by the Parties to be and shall constitute covenants running with the land as to each of the Parcels, and shall be binding upon and shall inure to the benefit of any Person who acquires or comes to have any interest in any Parcel, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. This Declaration and all of the easements, covenants, provisions, and requirements hereof shall also inure to the benefit of each Person owning any interest in or occupying any portion of a Parcel. By acquiring, in any way coming to have an interest in, or occupying a Parcel, the Person so acquiring, coming to have such interest in, or occupying a Parcel, shall be deemed to have consented to, and shall be bound by, each and every provision of this Declaration. Upon the sale of all or a portion of the Grantee Parcel by Grantee, the Grantee shall be released from the obligations set forth in this Declaration.

11. Enforcement. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Declaration the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered. In addition to the foregoing, if an Owner shall fail to pay to the non-defaulting Owner amounts

due within thirty (30) days after delivery of written demand on the defaulting Owner, then a five percent (5%) late payment fee shall be added to the amount due on the thirty-first (31st) day.

12. Authority. Each Party, for itself, represents and warrants it has all authority necessary to enter into this Declaration. Grantor hereby represents and warrants to Grantee that it is the Association under the Condominium Declaration and has all requisite power and authority to grant easements over the Common Areas and Facilities (as described in the Condominium Declaration), to execute, deliver and perform this Declaration, and to consummate the transactions contemplated hereby.

13. Notices. All notices or other communications required or permitted hereunder to Grantor and Grantee must be in writing and shall be sufficiently given (a) if delivered personally, (b) when transmitted via e-mail or facsimile to the e-mail address or facsimile number set forth below, (c) the day following the day on which the same has been delivered prepaid to a national overnight courier service addressed as set forth below, or (d) the third business day following the day on which the same is sent by registered or certified mail, postage prepaid, addressed as set forth below :

If to Grantor:

Mountain View Professional Center Owner, Inc.

6783 Redwood Rd #101

W Jordan UT 84084

Attn: Dubois

Email: _____

Fax: _____

If to Grantee:

C & S Stark Investments, LLC

12335 Deer Shadow Cove

Draper, Utah

84020

Attn: Cory Stark

Email: Cory.Starkdds@yahoo.com

Fax: _____

14. Transfer. In the event Grantor is no longer the Owner of the Grantor Parcel, or Grantee transfers all of its interest in the Grantee Parcel, Grantor and Grantee, as applicable, shall give the other Party written notice of such transfer. Such written notice shall set forth the contact information of the new Owner or Owners of the applicable Parcel.

15. Mortgagee Protection.

(a) Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any

action to comply with, any of the covenants, provisions, or requirements of this Declaration except the obligation to subordinate its lien or security interest to this Declaration.

(b) The interests in and rights concerning any portion of the Parcels held by or vested in the undersigned or any other Person on or after the date of this Declaration (including, without limitation, any Mortgage lien) shall be subject and subordinate to this Declaration, and this Declaration shall be prior and superior to such interests and rights, as may be necessary to effectuate all of the terms and provisions set forth in this Declaration.

(c) As of the date of this Declaration, Grantor represents and warrants to Grantee that there are no Mortgages encumbering the Common Areas and Facilities (as that term is defined in the Condominium Declaration) and that it has not received any requests for notice or consent from any Mortgagees, including any Mortgagees of Units (as that term is defined in the Condominium Declaration), that would require notice and consent of any Mortgagees to this Declaration.

16. Reciprocal Grant of Storm Water Drainage. In connection with the development of the Grantee Parcel, Grantor and Grantee acknowledge that storm water may flow from one Parcel to the other. Grantor and Grantee hereby create an easement appurtenant to each Parcel for the benefit of the Benefitted Parties of each Parcel, a reciprocal non-exclusive easement for storm water run-off over and across each Parcel and into the inlet box located on each Parcel. Grantor and Grantee shall cooperate with all governmental authorities and utility providers in maintaining the inlet boxes and storm drainage lines located on their respective Parcels.

17. Miscellaneous. All Section titles or captions in this Declaration are for convenience only, shall not be deemed part of this Declaration and in no way define, limit, extend or describe the scope or intent of any provisions of this Declaration. When this Declaration refers to a Section by number or other designation, such reference shall be deemed to be to the correspondingly numbered Section of this Declaration unless the context refers to another agreement, document or instrument. Whenever the context may require, any pronoun used in this Declaration 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. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules. This Declaration may be executed in any number of counterparts. Each such counterpart of this Declaration shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement. All exhibits annexed to this Declaration are expressly made a part of and incorporated in this Declaration as fully as though completely set forth in this Declaration. Time is of the essence of this Declaration.

(Signatures begin on following page)

EXECUTED the day and year first above written.

GRANTOR:

MOUNTAIN VIEW PROFESSIONAL CENTER OWNERS, INC., a Utah nonprofit corporation (as successor in interest to Mountain View Professional Plaza)

By: [Signature]
Name: Dianne Petros
Its: President

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

On this 4 day of Dec 2012, personally appeared before me _____, the President of Mountain View Professional Center Owners, Inc., a Utah nonprofit corporation (as successor in interest to Mountain View Professional Plaza), on behalf of said company.

[Signature: Gary W Crow]

NOTARY PUBLIC
Residing at: S.L. County

My Commission Expires:
3/15/2015



GRANTEE:

C & S STARK INVESTMENTS, LLC, a Utah
limited liability company

By: Cory M Stark
Name: Cory M. Stark
Its: President

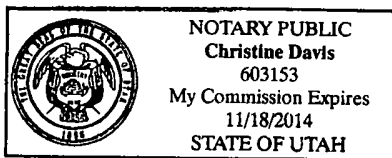
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 6th day of November 2012, personally appeared before me Cory M. Stark, the
President of C & S Stark Investments, LLC, a Utah limited liability company, on
behalf of said company.

Christine Davis

NOTARY PUBLIC
Residing at: West Jordan, UT

My Commission Expires: 11-18-14



CONSENT OF LIENHOLDER

Zions Bank, National Association, as the holder of a lien encumbering the Property arising under that certain Deed of Trust dated February 24, 2012 and recorded February 29, 2012, as Entry No. 11341664 in the official records of Salt Lake County, Utah, as amended, consents to the recording of this Declaration and subordinates its lien to this Declaration.

Zions Bank, National Association

By: [Signature]
Name: STEVEN K Verno
Title: AREA PRES

State of UTAH)
) ss.
County of SALT LAKE)

The foregoing instrument was acknowledged before me on Dec 7, 2012, by Steven Verno, Area President of Zions Bank, National Association.

[Signature]
Notary Public

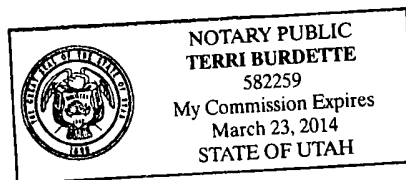


EXHIBIT "A"

TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

Legal Description of Grantor Parcel

Beginning at a point on the east line of Redwood Road, said point being North 0°01'25" West 1401.90 feet (1402.50 Deed) along the section line, and East 53.00 feet to the east line of said road, from the South Quarter Corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running:

Thence North 0°01'25" West 176.31 feet (record bearing being North) along said east road line; thence North 89°58'35" East 227.68 feet (record distance being 227.50 feet) to the west line of Bunker Hill Sub-Phase II (Plat 2) as on file at the Salt Lake County Recorder's Office; thence South 0°01'00" West 176.40 feet (record bearing being South) along the west line of said subdivision plat; thence West 227.55 feet (record distance being 227.50 feet) to the point of beginning.

ALSO DESCRIBED AS:

UNITS 1, 2, and 3 of the MOUNTAIN VIEW BUSINESS CENTER CONDOMINIUMS, a Utah condominium project as identified in the Record of Survey Map recorded April 2, 2007 as Entry No. 10052777, in Book 2007P of Plats, at Page 144 (as said Record of Survey Map may have been amended and/or supplemented) and as further defined and described in the Declaration of Condominium of the MOUNTAIN VIEW BUSINESS CENTER CONDOMINIUMS, recorded April 2, 2007 as Entry No. 10052778, in Book 9443, at Page 9234 (as said Declaration may have been amended and/or supplemented) in the Office of the Recorder of Salt Lake County, Utah, together with all appurtenant interests in and to the common areas, limited common areas, and facilities more particularly described in said Record of Survey Map, Declaration and any amendments and/or supplements thereto.

Tax Parcel Nos: 21-22-409-001; 21-22-409-002; 21-22-409-003; 21-22-409-004

EXHIBIT "B"

TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

Legal Description of Grantee Parcel

Commencing at a point which is North 00°01'25" West 1320 Feet and 53 Feet East from the South Quarter Corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; Thence North 82.5 feet; thence East 227.5 feet; thence South 82.5 feet; thence West 227.5 feet to the beginning.

Tax Parcel No. 21-22-403-004

EXHIBIT "C"
TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

Depiction of Easement Area

