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Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 11 P.

**RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:**

Robert C. Hyde, Esq.
Kirton & McConkie
1800 Eagle Gate Tower
60 East South Temple
Salt Lake City, Utah 84111

Tax Parcels: 27-32-300-024-0000; 27-32-321-002-0000 +

Space Above For Recorder's Use *27-32-300 025-0000*

FIRST AMERICAN TITLE
AW# 357470-1

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants ("**Declaration**") is made as of the 2nd day of December, 2008 (the "**Effective Date**"), by CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (the "**Buyer**").

RECITALS

A. The Buyer has purchased from Intel Corporation, a Delaware corporation ("**Intel**"), certain real property located in the City of Riverton, County of Salt Lake ("**County**"), State of Utah, and more particularly described in Exhibit "A" to this Declaration (the "**Property**").

B. The Property is located within the Intel Riverton Campus Subdivision in the City of Riverton, County of Salt Lake, State of Utah (the "**Development**") as depicted on the plat thereof (the "**Subdivision Plat**") recorded on December 31, 1999, in the official records of the County Recorder's Office as Entry No. 7546172 in Book 99-12P at Page 347, (1) with respect to which the boundaries of the lots located therein have been adjusted pursuant to that certain Notice of Lot Line Adjustment, approved and signed by the Riverton City Planning Commission on November 11, 2004, and recorded on November 24, 2004, in the official records of the County Recorder's Office as Entry No. 9231992 in Book 9064 at Page 9416 and that certain Quit Claim Deed, dated November 10, 2004, from Intel, as grantor, to Intel, as Grantee, and recorded on November 24, 2004, in the official records of the County Recorder's Office as Entry No. 9231993 in Book 9064 at Page 9426, and (2) as amended by that certain Intel Riverton Campus Subdivision Amended, according to the Official Plat thereof, recorded September 27, 2006 as Entry No. 9857960, in Book 2006P, at Page 281 in the Office of the Salt Lake County Recorder, and that certain Physicians Park Subdivision, amending Lot 1 of Intel Riverton Campus Subdivision Amended, according to the Official Plat thereof, recorded March 29, 2007, as Entry No. 10050040 in Book 2007P of Plats at Page 140.

C. Prior to Intel's conveyance of the Property to the Buyer, Intel entered into agreements with other owners of other portions of the Development regarding the further subdivision of the Development.

D. As a condition to Intel's conveyance of the Property to the Buyer, Intel required, and the Buyer agreed to set forth in this Declaration the agreement of the Buyer to be bound by certain obligations of Intel related to the subdivision of the Development, as more particularly set forth below.

NOW, THEREFORE, the Buyer agrees as follows:

1. RESTRICTIVE COVENANTS. The Buyer hereby covenants and agrees as follows:

1.1 The Buyer's Consent to Further Subdivision by Home Depot. Home Depot U.S.A., Inc., a Delaware corporation ("**Home Depot**"), and/or any of its successors in interest are the owners of a portion of the Development, as more particularly described in Exhibit "B" attached hereto (the "**Home Depot Property**"). In the event that Home Depot or any successor in interest to Home Depot, during the time period commencing as of the Effective Date and ending on November 24, 2009 (the "**Home Depot Subdivision Period**"), desires to subdivide the Home Depot Property, or in the event that Home Depot or any successor in interest to Home Depot desires to petition the City of Riverton (the "**City**") and/or County of Salt Lake (the "**County**") to vacate, alter or amend the Subdivision Plat, one or more times, the Buyer agrees to consent to any such subdivision or petition, to not object to any such subdivision or petition and to sign any such amended subdivision plat; provided, however, that nothing set forth in this paragraph 1.1 shall obligate or require the Buyer to incur any material out-of-pocket expense or cost in connection with such activities.

1.2 The Buyer's Consent to Further Subdivision by IHC. IHC Health Services, Inc., a Utah nonprofit corporation ("**IHC**") and any of its successors in interest are the owners of a portion of the Development, as more particularly described in Exhibit "C" attached hereto and incorporated by reference (the "**IHC Property**"). IHC and any of its successors in interest intend to obtain required governmental approvals and record all necessary documents to amend the Subdivision Plat, whether pursuant to Part 8 of Chapter 9 of the Municipal Land Use Development and Management Act, Utah Code Ann. Sections 10-9-101 et seq., as amended ("**Act**"), through a process of subdivision, adjusting lot lines or otherwise, such that the IHC Property would no longer be included in the Subdivision Plat (the "**IHC-Related Subdivision Plat Amendment**"). The Buyer hereby consents to the IHC-Related Subdivision Plat Amendment and agrees to cooperate with IHC and any of its successors in interest in connection with its efforts to obtain all necessary governmental approvals for the IHC-Related Subdivision Plat Amendment and to execute such documents as IHC and any of its successors in interest may request consenting to and effecting the IHC-Related Subdivision Plat Amendment, including, without limitation, such consents, documents and other instruments as IHC and any of its successors in interest, the City and/or County may request or require in connection with any such governmental approval; provided however that nothing set forth in this paragraph 1.2 shall obligate or require the Buyer to incur any out-of-pocket expense or cost in connection with IHC-Related Subdivision Plat Amendment; and provided that, except as and to the extent required by IHC, IHC shall not be responsible for any attorneys' fees or other third-party expenses incurred by the Buyer in this connection.

1.3 BUYER'S CONSENT TO FURTHER SUBDIVISION BY ROC.

Riverton Office Complex, LLC, a Utah limited liability company ("ROC") is the owner of that certain real property more specifically described in Exhibit "D" attached hereto and incorporated by reference. Buyer acknowledges and agrees that ROC or any of its successors in interest, one or more times, may seek governmental approval and record necessary documents to further reconfigure or subdivide the ROC Property or portions thereof, as ROC or any of its successors in interest may determine in their sole discretion, whether through a process of subdivision, adjusting lot lines or otherwise amending that portion of the plat of Physicians Park Subdivision, according to the recorded plat thereof, which contains the ROC Property (each a "**ROC Subdivision Plat Amendment**"). Buyer hereby consents to and agrees not to object to each of the ROC Subdivision Plat Amendments and agrees to cooperate with ROC and any of its successors in interest in connection with their efforts to obtain all necessary governmental approvals for any ROC Subdivision Plat Amendment and to execute such documents as ROC and any of its successors in interest may request consenting to and effecting each ROC Subdivision Plat Amendment, including without limitation all such consents, documents and other instruments as ROC or any of its successors in interest, or the City and/or the County may request or require in connection with any such governmental approval; provided however, that nothing set forth in this paragraph 1.3 shall obligate or require Buyer to incur any material out-of-pocket expense or cost in connection with ROC Subdivision Plat Amendments.

1.4 Obligation on the Buyer's Successors and Assigns. The Buyer covenants and agrees that the covenants and agreements of the Buyer set forth in this Declaration (the "**Subdivision Covenants**") are binding, and shall remain binding, upon the Property, and the Buyer hereby agrees to be bound by and fully perform, and to cause any of its successors, assigns, purchasers and transferees (including, without limitation, all subsequent owners of the Property or any portion thereof) to be bound by and to fully perform, each of the Subdivision Covenants.

2. CHARACTER OF COVENANTS. The Subdivision Covenants made by the Buyer hereinabove are appurtenant to and for the benefit of the Development.

3. DIVISION OF PROPERTY. The Development, including the Property, may be subdivided at some point in the future. If either the Development or the Property is hereafter subdivided, partitioned or otherwise divided into multiple parts, the covenants made herein appurtenant to the Development shall be appurtenant to each and every parcel created by such division, and the owners of each such parcel shall be entitled to the benefits of and all rights with respect to such covenants of the Buyer regardless whether and to what extent such use or the exercise of such rights increases the burden on the Property.

4. GENERAL PROVISIONS.

4.1. Covenants Run With the Land. The covenants made herein by the Buyer shall be appurtenant to and for the benefit of the Development and each part thereof, and shall run with the land and burden the Property.

4.2. Modification. This Declaration may not be modified except with the written consent of the owners of the Property, the Home Depot Property, the IHC Property and the ROC Property, and then only by written instrument duly executed and acknowledged by all such parties and recorded in the office of the recorder for Salt Lake County, Utah.

4.3. Attorneys' Fees. In the event of any legal action or proceeding arising out of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorney's fees on any appeal).

4.4. Exhibits. All Exhibits attached to this Declaration are specifically incorporated herein by this reference.

4.5. Severability. If any term or provision of this Declaration, or the application thereof to any person, entity or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration, or the application of such term or provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the full extent permitted by law.

4.6. Entire Agreement. This Declaration contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, oral or written, with respect to such matters.

4.7. Recordation. This Declaration shall be recorded in the office of the recorder for Salt Lake County, Utah.

4.8. Priority. This Declaration shall be superior and senior to any lien placed upon the Property, including the lien of any mortgage or deed of trust.

4.9. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah.

4.10. Counterparts. This Declaration may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.11. Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally, when deposited to be sent via a nationally-recognized overnight courier keeping receipts of delivery, service prepaid or billed to sender, or on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

Corporation of the Presiding Bishop of the

Church of Jesus Christ of Latter-day Saints
50 East North Temple Street, 11th Floor
Salt Lake City, UT 84150
Attn: Dean M. Davies
Fax No. 801-240-5091

With a Copy To:

Kirton & McConkie
1800 Eagle Gate Tower
60 East South Temple
Salt Lake City, Utah 84111
Attn: Robert C. Hyde, Esq.
Fax: (801) 321-4893

[Signature and notary acknowledgement on following page.]

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

THE BUYER:

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

By: *Dean M. Davies*
Print Name: Dean M. Davies
Title: Authorized Agent



ACKNOWLEDGMENT:

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On this 1st day of OCTOBER, 2008, personally appeared before me DEAN M. DAVIES, known to me to be an Authorized Agent of Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, who duly acknowledged that he signed the foregoing instrument as the Authorized Agent of the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, and that the seal impressed on the within instrument is the seal of said Corporation, and the said DEAN M. DAVIES acknowledged to me that said Corporation executed the same.

[Handwritten Signature]

Notary Public

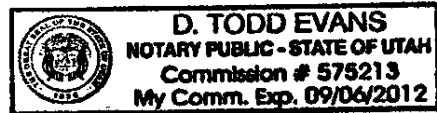


EXHIBIT "A"

Legal Description of the Property

PARCEL 1:

INTEL RIVERTON CAMPUS SUBDIVISION REVISED LOT 2 DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATE WITHIN THE INTEL RIVERTON CAMPUS SUBDIVISION RECORDED AS ENTRY NO. 7546172, IN BOOK 99-12P, AT PAGE 347 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER THAT IS PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY IN RIVERTON, SALT LAKE COUNTY, UTAH:

BEGINNING AT A POINT 1409.37 FEET NORTH 0°12'13" EAST ALONG THE QUARTER SECTION LINE; AND 285.58 FEET NORTH 89°47'47" WEST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 32; AND RUNNING THENCE SOUTHWESTERLY ALONG THE ARC OF A 240.50 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 67.36 FEET (CENTRAL ANGLE EQUALS 16°02'50" AND LONG CHORD BEARS SOUTH 53°01'25" WEST 67.14 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 45°00'00" WEST 901.73 FEET; THENCE NORTH 45°00'00" WEST 950.66 FEET; THENCE NORTH 89°58'20" WEST 338.56 FEET TO THE EASTERLY LINE OF BANGERTEY HIGHWAY AS IT WAS PREVIOUSLY RECORDED WITH THE INTEL RIVERTON CAMPUS SUBDIVISION; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING TWO COURSES: NORTHWESTERLY ALONG THE ARC OF A 3205.84 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 150.40 FEET (CENTRAL ANGLE EQUALS 2°41'17" AND LONG CHORD BEARS NORTH 1°18'59" WEST 150.39 FEET) TO A POINT OF TANGENCY; AND NORTH 0°01'40" EAST 351.45 FEET; THENCE NORTH 44°33'51" EAST 515.50 FEET; THENCE NORTH 89°36'21" EAST 187.83 FEET; THENCE SOUTH 45°00'07" EAST 993.32 FEET; THENCE NORTH 44°59'53" EAST 205.74 FEET; THENCE SOUTH 45°00'07" EAST 435.41 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE MARKET CENTER DRIVE ROAD DEDICATION PLAT RECORDED AS ENTRY NO. 9551332 IN BOOK 2005P AT PAGE 356 OF OFFICIAL RECORDS.

PARCEL 2:

LOT 3, PHYSICIANS PARK SUBDIVISION, AMENDING LOT 1 OF INTEL RIVERTON CAMPUS SUBDIVISION AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

PARCEL 3:

LOT 3, INTEL RIVERTON CAMPUS SUBDIVISION AMENDED AND AMENDING A PORTION OF LOTS 2 AND 4 OF INTEL RIVERTON CAMPUS SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

EXHIBIT "B"

Legal Description of the Home Depot Property

LOT 1 and LOT 3, INTEL RIVERTON CAMPUS SUBDIVISION, according to the Official Plat thereof, recorded December 31, 1999, as Entry No. 7546172, in Book 99-12P, at Page 347 in the Office of the Salt Lake County Recorder, with respect to which the boundaries of the lots located therein have been adjusted pursuant to that certain Notice of Lot Line Adjustment, approved and signed by the Riverton City Planning Commission on November 11, 2004, and recorded on November 24, 2004 in the Office of the Salt Lake County Recorder, as Entry No. 9231992, in Book 9064, at Page 9416, and that certain Quit Claim Deed, dated November 10, 2004, and recorded on November 24, 2004, in the Office of the Salt Lake County Recorder, as Entry No. 9231993, in Book 9064, at Page 9426.

EXHIBIT "C"

Legal Description of the IHC Property

LOT 5, INTEL RIVERTON CAMPUS SUBDIVISION, according to the Official Plat thereof, recorded December 31, 1999, as Entry No. 7546172, in Book 99-12P, at Page 347 in the Office of the Salt Lake County Recorder, with respect to which the boundaries of the lots located therein have been adjusted pursuant to that certain Notice of Lot Line Adjustment, approved and signed by the Riverton City Planning Commission on November 11, 2004, and recorded on November 24, 2004 in the Office of the Salt Lake County Recorder, as Entry No. 9231992, in Book 9064, at Page 9416, and that certain Quit Claim Deed, dated November 10, 2004, and recorded on November 24, 2004, in the Office of the Salt Lake County Recorder, as Entry No. 9231993, in Book 9064, at Page 9426.

EXHIBIT "D"

Legal Description of the ROC Property

LOT 1 and LOT 2, PHYSICIANS PARK SUBDIVISION, according to the Official Plat thereof, filed in the Office of the Recorder of the County of Salt Lake, State of Utah on March 29, 2007 as Entry No. 10050040 in Book 2007P of Plats at Page 140.