

MNT # 32630  
WHEN RECORDED, return to:  
David K. Broadbent  
Holland & Hart LLP  
222 South Main, Suite 2200  
Salt Lake City, Utah 84101

Parcels # 27-13-376-014  
27-24-106-021

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2/15/2013 9:04:00 AM \$15.00  
Book - 10108 Pg - 2719-2721  
Gary W. Ott  
Recorder, Salt Lake County, UT  
METRO NATIONAL TITLE  
BY: eCASH, DEPUTY - EF 3 P.

**TERMINATION OF  
DECLARATION OF RECIPROCAL EASEMENTS AND COVENANTS**

THIS TERMINATION OF DECLARATION OF RECIPROCAL EASEMENTS AND COVENANTS ("Termination") is entered into as of February 11, 2013 by Sterling Village Partners, LLC, a Delaware limited liability company ("Sterling Village").

**RECITALS:**

A. On or about April 28, 1997, Sterling Village, L.C., a Utah limited liability company ("Declarant"), created a Declaration of Reciprocal Easements and Covenants, which was recorded on May 15, 1997 with the County Recorder of Salt Lake County, Utah as Entry No. 6645584, in Book 7667, Page 2134, as amended by a First Amendment to Declaration of Sterling Village dated March 13, 2006, which was recorded on March 22, 2006 with the County Recorder of Salt Lake County, Utah as Entry No. 9670226, in Book 9270, Page 264 (collectively, the "Declaration"). The Declaration created and established certain easements, restrictions, and obligations with respect to certain parcels of real property located in Salt Lake County, Utah, and described on Exhibit A (the "Subject Property").

B. Sterling Village is the sole owner of fee title to the Phase I Parcel as defined in the Declaration. No additional parcel of land within the Subject Property has been incorporated into the Declaration pursuant to Section 2.02 of the Declaration. Accordingly, Sterling Village is the sole Owner, as such term is defined in the Declaration.

C. Sterling Village is the Successor Declarant pursuant to Section 13.12 of the Declaration.

D. As both the Successor Declarant and the sole Owner, Sterling Village is entitled to terminate the Declaration pursuant to Section 12.01 of the Declaration.

E. Sterling Village desires to terminate the Declaration and all of the rights, duties, obligations, restrictions, easements, licenses, covenants and similar interests created thereunder.

NOW THEREFORE, Sterling Village, as the Successor Declarant and the sole Owner, hereby declares as follows:

1. Sterling Village hereby unconditionally and irrevocably terminates the Declaration and all rights, duties, restrictions, easements, licenses, covenants and similar interests created thereunder in its entirety and it shall have no further force or effect.

2. This Termination shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, Sterling Village has entered into this Termination as of the date first written above.

STERLING VILLAGE PARTNERS, LLC

By: TM Equities Inc., Manager

By: *Roger H. Thompson*  
Name: ROGER H. THOMPSON  
Title: Executive Vice President

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

The foregoing instrument was acknowledged before me this 11th day of February 2013 by *Roger H. Thompson* the Executive Vice President of TM Equities Inc., as the Manager of Sterling Village Partners, LLC.

*Lynette H. Sharp*  
Notary Public

My commission expires:  
11-4-2013

Residing at: *Salt Lake City, Utah*



**Exhibit A**

**Legal Description of Subject Property**

Parcel 1 and Parcel 3, Sterling Village Parcel Plat, recorded in the office of the Salt Lake County Recorder.

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