



W2728119

E# 2728119 PG 1 OF 5
Leann H. Kilts, WEBER COUNTY RECORDER
27-Mar-15 0445 PM FEE \$19.00 DEP TT
REC FOR: MOUNTAIN VIEW TITLE - OGDEN
ELECTRONICALLY RECORDED

03-041-0014
03-041-0016

DECLARATION

THIS DECLARATION is entered into by SHONIK LLC ("Grantor"), on the following terms and conditions:

1. **PARTIES AND PROPERTY.** Grantor is the owner of the following real property (collectively referred to as "Parcels"): that real property legally described as set forth in Exhibit A, which is attached to and incorporated in this Agreement by this reference ("Developed Parcel"); that real property legally described as set forth in Exhibit B, which is attached to and incorporated in this Agreement by this reference ("Undeveloped Parcel"). Grantor and its successors in interest to ownership of any of the Parcels are referred to herein as "Owner(s)".

2. **BACKGROUND.** The Parcels have been operated under single ownership. This Declaration is being entered into in anticipation of future separate ownership of the Parcels in order to provide continued cooperative general use by the Owner(s), and future development of the Undeveloped Parcel. All restrictions, conditions, covenants and easements contained herein, by reference or otherwise, (i) are made for the direct, mutual and reciprocal benefit of each and every portion of the two Parcels, as applicable, (ii) shall create mutual, equitable servitudes upon each portion of the two Parcels, as applicable, in favor of every other portion, (iii) shall create privity of estate between all grantees of said portions or interests therein, their heirs, successors and assigns, and (iv) shall, as to each Owner and the heirs, successors and assigns of said Owner, operate as covenants running with the land for the benefit of all other portions of the two Parcels, as applicable.

3. **EASEMENT FOR ROAD, ETC.** Grantor hereby grants, to the Owner of the Undeveloped Parcel, and successors and assigns as non-exclusive and perpetual easements to access and utilize (1) all roadways constructed now or in the future on the Developed Parcel, which roadways may serve as primary and/or secondary access, ingress and egress to the Undeveloped Parcel (Exhibit B), as well as temporary and/or emergency access, ingress and egress to or from the same for construction and/or other related purposes, and (2) all major utility lines (including, without limitation, culinary water, sewer, storm drain, power, gas, telephone, and cable lines) constructed by the owner of the Undeveloped Parcel, which utilities may service (either temporarily or permanently in the Owner of the Undeveloped Parcel's discretion, all or portions of such property, pursuant to development plans approved by Ogden City and/or other applicable public service providers from time to time. In all events, (i) the easement for access, ingress and egress described herein, shall include access at the fixed points of ingress and egress necessary for lawful development of the Undeveloped Parcel, and (ii) an easement for use of all necessary utility lines herein shall include customary utility lines running beneath the roadways and Parcels, and the right to connect to utility lines on the utilities on the Developed Parcel.



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4. **EASEMENT GRANT.** Subject to the terms and conditions of this Declaration, Grantor grants to the Owners of both Parcels, each other for the benefit of the other, and their respective invitees:

(a) **Parking and Drives.** A mutual non-exclusive easement for pedestrian and vehicular ingress and egress and vehicular guest parking upon, over and across the portion of each Parcel where it is now designated or will be designated as "parking areas," or shown thereon as access driveways, curb cuts or street access or sidewalks. At all times the sufficient parking spaces shall be maintained to all as the Owners of the two Parcels to comply with applicable governmental parking requirements.

(b) **Maintenance.** A mutual cross access easement for utility lines and services, the construction and maintenance of structures, landscaping and said utilities, as and where needed.

5. **INSURANCE AND INDEMNIFICATION.** Each Owner bears the sole risk of any injury, death or damage arising out of the use of the parking rights granted herein by Owner or its agents or invitees. Each Owner shall indemnify and hold the Owner of the Parcel upon which parking or other rights are being exercised harmless from all claims or expenses arising from any damage, injury or death arising from the use of the parking rights granted herein by Owner or its agents or invitees, including, but not limited to, all fees and costs arising from such an event. Each Owner shall at all times maintain public liability insurance in the greater of One Million Dollars (\$1,000,000.00), per occurrence or such greater amount as Owner insures itself for public liability on the Parcel which it owns naming the Owners of the other Parcels as an additional insured as to all claims for injury, death or damage arising from use of the parking rights granted by this Agreement, which insurance shall include provisions that such insurance shall not be cancelled without a minimum of 30 days written notice to the other Owners. Such insurance shall at all times be primary to any insurance that the other Owners may maintain.

6. **DISPUTES.** In the event of any dispute among Owners arising out of this Agreement, the dispute shall be resolved by binding arbitration to be conducted in Weber County, State of Utah, under the rules of the American Arbitration Association, or its successor organization, with the result of arbitration enforceable by judgment of the District Court of the State of Utah for Weber County or Federal District Court for the District of Utah. As an initial matter, each party shall pay one-half of the cost of such arbitration; provided, however, that the substantially prevailing party shall be entitled, in addition to any other award, to recover all expenses, costs, including, but not limited to, attorney fees and costs of arbitrator(s) and arbitration, in the amount deemed reasonable by the arbitrator(s).

7. **COVENANTS RUNNING WITH THE LAND.** The covenants contained in this Agreement run with the land described in this Agreement and are binding on and for the benefit of the current Owners of the Developed and the Undeveloped Parcels, and their grantees, heirs, assigns, and successors in such ownership.

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8. **NOTICE.** Any notice required or allowed under this Agreement shall be considered to have been made when given in writing, personally delivered, or on the third business day following deposit into the United States mail, certified, return receipt requested, to the address of their properties set forth above, or such other address as an Owner may designate by notice to the other Owners.

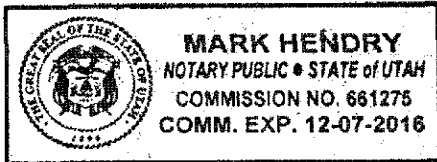
DATED this 27th day of March, 2015.

SHONIK LLC

By: 
 Brad L. Knowlton
 Its: Manager

STATE OF UTAH)
 : ss.
 COUNTY OF Davis)

On the 27 day of MARCH, 2015, personally appeared before me **BRAD L. KNOWLTON**, who being duly sworn, did say that he is the Manager of SHONIK LLC, a Utah limited liability company and that the foregoing instrument was signed on behalf of said SHONIK LLC, by authority of its Articles of Organization or a Resolution of its members, and he acknowledged to me that he executed the same.

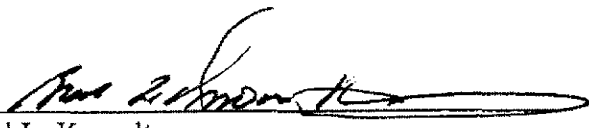



 NOTARY PUBLIC

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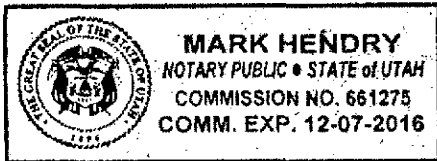
DATED this 27th day of March, 2015.

SHONIK LLC

By: 
 Brad L. Knowlton
 Its: Manager

STATE OF UTAH)
) : ss.
 COUNTY OF DAVIS)

On the 27 day of MARCH, 2015, personally appeared before me **BRAD L. KNOWLTON**, who being duly sworn, did say that he is the Manager of SHONIK LLC, a Utah limited liability company and that the foregoing instrument was signed on behalf of said SHONIK LLC, by authority of its Articles of Organization or a Resolution of its members, and he acknowledged to me that he executed the same.




 NOTARY PUBLIC

EXHIBIT ALEGAL DESCRIPTION OF DEVELOPED PARCEL

PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 01 DEGREES 17 MINUTES 55 SECONDS EAST 429.28 FEET AND NORTH 88 DEGREES 41 MINUTES 22 SECONDS WEST 66.00 FEET FROM THE FOUND OGDEN CITY SURVEY MONUMENT LOCATED AT THE INTERSECTION OF WASHINGTON BOULEVARD AND 20TH STREET; THENCE NORTH 88 DEGREES 41 MINUTES 22 SECONDS WEST 248.00 FEET; THENCE NORTH 01 DEGREES 17 MINUTES 55 SECONDS EAST 94.66 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 31 SECONDS EAST 73.57 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 07 SECONDS WEST 73.30 FEET; THENCE 27.17 FEET ALONG THE ARC OF A 470.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 84 DEGREES 36 MINUTES 56 SECONDS EAST 27.16 FEET); THENCE NORTH 86 DEGREES 16 MINUTES 00 SECONDS EAST 149.69 FEET; THENCE SOUTH 01 DEGREES 17 MINUTES 55 SECONDS WEST 184.28 FEET TO THE POINT OF BEGINNING.

03-041-0014^{KL}

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPED PARCEL

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EXHIBIT B**LEGAL DESCRIPTION OF UNDEVELOPED PARCEL**

PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT NORTH 01D17'55" EAST 429.28 FEET AND NORTH 88D41'22" WEST 314.00 FEET FROM THE FOUND OGDEN CITY SURVEY MONUMENT LOCATED THE INTERSECTION OF WASHINGTON BOULEVARD AND 20TH STREET, THENCE NORTH 88D41'22" WEST 37.00 FEET [TO THE NORTHWEST CORNER OF LOT 8 OGDEN RIVER DRIVE SUBDIVISION] THENCE NORTH 01D17'55" EAST 138.57 FEET TO THE SOUTH RIGHT OF WAY LINE OF PARK BOULEVARD, THE NEXT TWO COURSES WILL BE ALONG THE SOUTH RIGHT OF WAY LINE OF PARK BOULEVARD, (1) NORTH 71D10'50" EAST 16.45 FEET (2) THENCE 96.58 FEET ALONG THE ARC OF A 470.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 77D04'22" EAST 96.41 FEET) THENCE SOUTH 00D00'07" EAST 73.30 FEET, THENCE NORTH 88D41'31" WEST 73.57 FEET, THENCE SOUTH 01D17'55" WEST 94.66 FEET TO THE POINT OF BEGINNING.

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