

WHEN RECORDED, PLEASE RETURN TO:  
 Rimini Properties, LLC  
 259 S Riverbend Way Ste. 102  
 North Salt Lake, Utah 84054

E 3625137 B 8788 P 914-922  
 KELLY A. SILVESTER  
 DAVIS COUNTY, UTAH RECORDER  
 7/1/2025 3:25 PM  
 FEE 40.00 Pgs: 9  
 DEP AJH RECD FOR CENTERVILLE  
 CITY

Tax Parcel Numbers: 06-392-0001  
 06-392-0002  
 06-392-0003  
 06-392-0004

**TERMINATION AND RELEASE FROM DECLARATION OF COVENANTS,  
 CONDITIONS, RESTRICTIONS AND EASEMENTS  
 FOR PARRISH CREEK**

CENTERVILLE CITY, UTAH

THIS TERMINATION AND RELEASE FROM DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PARRISH CREEK (the “*Amendment*” or “*Release*”) is hereby executed as of May 6<sup>th</sup>, 2024 by the undersigned owners of certain real property located within the commercial and industrial business park known as the “Parrish Creek” located in Davis County, State of Utah.

**WITNESSETH:**

WHEREAS, Rimini Properties, LLC, a Utah limited liability company (the “*Declarant*”) filed and recorded the Declaration of Covenants, Conditions, Restrictions and Easements, dated October 19, 2017, recorded October 31, 2017 as Entry No. 3055346 in Book 6882 at Page 1640-1691 in the records of the County Recorder of Davis County, State of Utah (the “*Declaration*”) (capitalized terms used herein shall be as defined in the DECLARATION or otherwise defined herein);

WHEREAS, this Release and the Declaration concern the real property comprising Lots 1, 2, 3, and 4 (collectively “*Lots*”) of Parish Creek located in Davis County, State of Utah, which is more particularly described in Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, Section 13.2 of the Declaration provides that the Declaration may be amended upon the affirmative vote of at least two-thirds (2/3) of the total Voting Rights of the Owners (if Declarant is an Owner, Declarant consent required); provided, however, that any such amendment must recite that a vote of the Owners was properly taken and approved in accordance with the Declaration, certified by an officer of the Association, and recorded with the office of the Davis County Recorder;

WHEREAS, Sections 13.6, 13.7, and 4.1 of the Declaration provides that any and all easements granted pursuant to the Declaration, as set forth on the Plat and recited in the Declaration, including those granted pursuant to Articles 3 and 4 of the Declaration (“*Surviving Easements*”), shall survive any termination, expiration or other cessation of the Declaration and shall only be extinguished in accordance with applicable laws, requiring the execution and delivery of any easement termination by such party legally entitled to terminate the easement intending to be terminated;

WHEREAS, the Declarant comprises all of the Owners and holds all of the Voting Rights, as set forth in the Declaration, and votes to approve the amendment to the Declaration as outlined in this Release and the Declarant, as the Board of Directors of the Association, so certifies, in accordance with the Declaration;

WHEREAS, no other consents are required for the approval of this Release; and

NOW, THEREFORE, pursuant to such applicable provisions of the Declaration, the undersigned owners agree as follows:

1. Capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the same meaning ascribed to them in the Declaration.
2. Upon the recording of this Release, all Owners, including all present and future Owners and their heirs, successors, and assignees are released from all of the terms and conditions of the Declaration, except as applicable to the *Surviving Easements*.
3. Upon the recording of this Release, the covenants, conditions, and other restrictions of the Declaration are hereby terminated, released, and discharged in their entirety, shall be of no further force or effect, and the Lots and all of the real property described on Exhibit A attached hereto, are hereby retroactively released therefrom, in each case excepting only as applicable to the *Surviving Easements*.
4. Notwithstanding anything to the contrary in the foregoing, all such *Surviving Easements* granted to the Owners, City, and County pursuant to the Declaration, including such set forth and identified in Exhibit B, shall survive and not be extinguished by this Release and shall be extinguished only upon the execution and delivery of a termination executed by the party legally entitled to terminate such *Surviving Easement* intending to be terminated, pursuant to the

requirements set forth in the Declaration.

5. This Release shall be governed by the laws of the State of Utah.
6. This Release represents the entire agreement of the undersigned owners hereto as to the matters set forth herein and may not be amended except by written instrument, executed by all of the undersigned Owners.
7. Invalidation of any provision of this Release by judgement or court shall in no way effect the other provisions and such shall remain in full force and effect.
8. This Release may be executed in counterparts and on one or more separate signature pages.

(Signatures appear on the following pages)

IN WITNESS WHEREOF, the undersigned Declarant and Owners have executed this Release as of the date set forth above. These Owners with their respective Lot number, in accordance with the Declaration, appear with their signatures.

**DECLARANT:**

RIMINI PROPERTIES, LLC,  
a Utah limited liability company

By: STS Properties, LLC  
Its: Manager

By:   
\_\_\_\_\_  
Thomas D. Stuart, Manager

STATE OF Utah )  
                         ) ss.  
COUNTY OF Davis )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of May,  
2024, by Thomas D. Stuart, as sole member of the Board of Managers of Rimini Properties, LLC.

(Seal)

  
\_\_\_\_\_  
Notary Public



IN WITNESS WHEREOF, the undersigned Declarant and Owners have executed this Release as of the date set forth above. These Owners with their respective Lot number, in accordance with the Declaration, appear with their signatures.

**OWNER:**  
(Lots 1, 2, 3 and 4)

RIMINI PROPERTIES, LLC,  
a Utah limited liability company

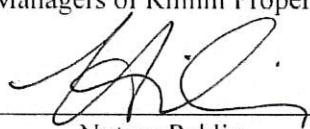
By: STS Properties, LLC  
Its: Manager

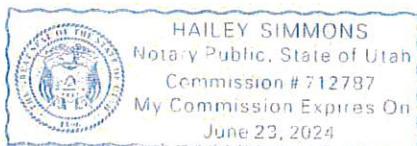
By:   
Thomas D. Stuart, Manager

STATE OF Utah )  
                      ) ss.  
COUNTY OF Davis )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of May, 2024, by Thomas D. Stuart, as sole member of the Board of Managers of Rimini Properties, LLC.

(Seal)

  
Notary Public



AGREEMENT AND CONSENT OF MORTGAGEE

IN WITNESS WHEREOF, the undersigned Mortgagee, as the holder of a lien affecting Lots 1 and 2 as described in the Declaration, hereby agrees and consents to this Release and the subordination of its lien to such Release as of the date set forth above.

**MORTGAGEE:**

LIFE INSURANCE COMPANY OF THE  
SOUTHWEST

By: Paul D. Wolters  
Paul D. Wolters  
Duly Authorized Representative

STATE OF Vermont )  
 ) ss.  
COUNTY OF Washington

The foregoing instrument was acknowledged before me this 7 day of May,  
2024, by Paul D. Wolters, as the duly authorized representative of Life Insurance Company of the  
Southwest.

(Seal)	Notary Public State of Vermont
Mary Louise Gillespie	
Commission	
*No. 0014847 *	

M'Lou, Gillespie  
Notary Public

## EXHIBIT A

### Legal Description

Parrish Creek Subdivision, being more particularly described as follows:

Beginning at a point on the Westerly right of way line of the Union Pacific Railroad, said point being South 89°58'05" West 88.92 feet along the section line from the Southeast corner of Section 1, Township 2 North, Range 1 West, Salt Lake Base and Meridian, said section corner is South 89°58'05" West 87.91 feet along said section line from a Davis County witness corner; thence South 00°14'52" West 23.94 feet; thence North 89°59'34" West 337.84 feet; thence South 88°00'39" West 66.60 feet; thence North 89°02'44" West 165.05 feet; thence North 89°59'59" West 235.43 feet; thence North 89°33'14" West 48.92 feet; thence North 83°22'21" West 11.16 feet; thence North 89°52'26" West 87.97 feet to the Easterly right of way line of Highway Project No. 0067; thence along said highway right of way the following four (4) courses: (1) North 49°20'39" East 103.00 feet; (2) thence 429.39 feet along a 485.56 foot radius curve to the left through a central angle of 50°40'02" (chord bears North 24°00'40" East 415.53 feet); (3) thence North 39°25'03" East 201.36 feet; (4) thence 819.58 feet along a 2,220.14 foot radius curve to the left through a central angle of 21°09'04" (chord bears North 28°50'31" East 814.93 feet); thence North 89°58'05" East 189.43 feet to said Westerly railroad right of way; thence South 00°12'29" West 1294.59 feet along said railroad right of way to the point of beginning.

The real property comprising the Lots are commonly known as follows:

#### Lot 1

Address: 1041 N 950 W Centerville, Utah  
Parcel ID: 06-392-0001

#### Lot 2

Address: 1040 N 950 W Centerville, Utah  
Parcel ID: 06-392-0002

#### Lot 3

Address: 1160 N 950 W Centerville, Utah  
Parcel ID: 06-392-0003

#### Lot 4

Address: 1170 N 950 W Centerville, Utah  
Parcel ID: 06-392-0004

**EXHIBIT B**

(see Plat attached)

