



ENT 74074:2013 PG 1 of 4  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2013 Aug 05 8:53 am FEE 21.00 BY CLS  
RECORDED FOR GROVE VENTURES II LLC

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WHEN RECORDED MAIL TO:  
Grove Ventures II, LLC  
1572 Woodland Park Dr., Ste. 505  
Layton, Utah 84041

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN: \_\_\_-\_\_\_-0001

**COVENANTS, CONDITIONS AND RESTRICTIONS  
GROVE COMMONS**

This Covenants, Conditions and Restrictions Agreement ("Agreement") is made by Grove Ventures II, LLC ("Grove Ventures") the owner of all of Lot 1 and Lot 6 of the Grove Commons Subdivision, Plat 'A', as recorded in the Utah County Recorder's office, State of Utah (the Plat, in its entirety, is referred to herein as "Subdivision").

A portion of the Subdivision is a regional detention pond located in the southeast corner of Lot 3 of the Subdivision as shown and described on Exhibit A ("Detention Pond"). This Detention Pond collects and distributes storm water received from certain neighboring public city streets as well as from Lots 1 and 6 of the Subdivision. This Agreement sets forth the maintenance obligations of the Detention Pond.

NOW THEREFORE, in consideration of the foregoing and the terms and conditions of this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grove Ventures agrees as follows:

**AGREEMENT**

1. Regional Detention Pond Maintenance. Grove Ventures shall be responsible to maintain any and all facets of the Detention Pond consistent with Pleasant Grove City standards, and such maintenance shall include but not be limited to the maintenance of all underground pipes and storm water infrastructure located within the boundaries of the Detention Pond as well as any and all landscape and vegetation located on the Detention Pond.

2. Covenants to Run with the Land. The Detention Pond maintenance obligations contained in this Agreement (a) constitute covenants running with the land; (b) will bind or inure to the benefit of every person having any fee, leasehold, or other interest in any portion of Lot 1 and Lot 6 of the Subdivision at any time or from time to time; and (c) will inure to the benefit and be binding upon the Grove Ventures, their legal representatives, successors and assigns. Notwithstanding anything herein to the contrary, in the event that more than one party has an interest in Lot 1 and Lot 6, Grove Ventures, or its successor or assigns, shall responsible to ensure that the maintenance obligations of Section 1 are fulfilled.

3. Notices. Any notice, demand, request, statement or consent made hereunder shall be in writing, signed by the party giving such notice, request, demand, statement, or consent, and shall be delivered personally, or delivered to a reputable overnight delivery service providing a receipt, or deposited in the United States mail, postage prepaid and registered or certified mail, return receipt requested, addressed as set forth below or to such other address within the continental United States of America as theretofore may have been designated in writing by such party in accordance with the terms of the provision.

Grove Ventures II, LLC  
1572 N. Woodland Park Dr., Ste 505  
Layton, UT 84041

4. Miscellaneous. This Agreement shall be governed and construed under the substantive law of the State of Utah without regard to the principles of conflicts of laws.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates shown below.

**GROVE VENTURES II, LLC**, a Utah limited liability company

By: *Spencer H. Wright*  
Name: SPENCER H. WRIGHT  
Title: MANAGER

**ACKNOWLEDGMENT**

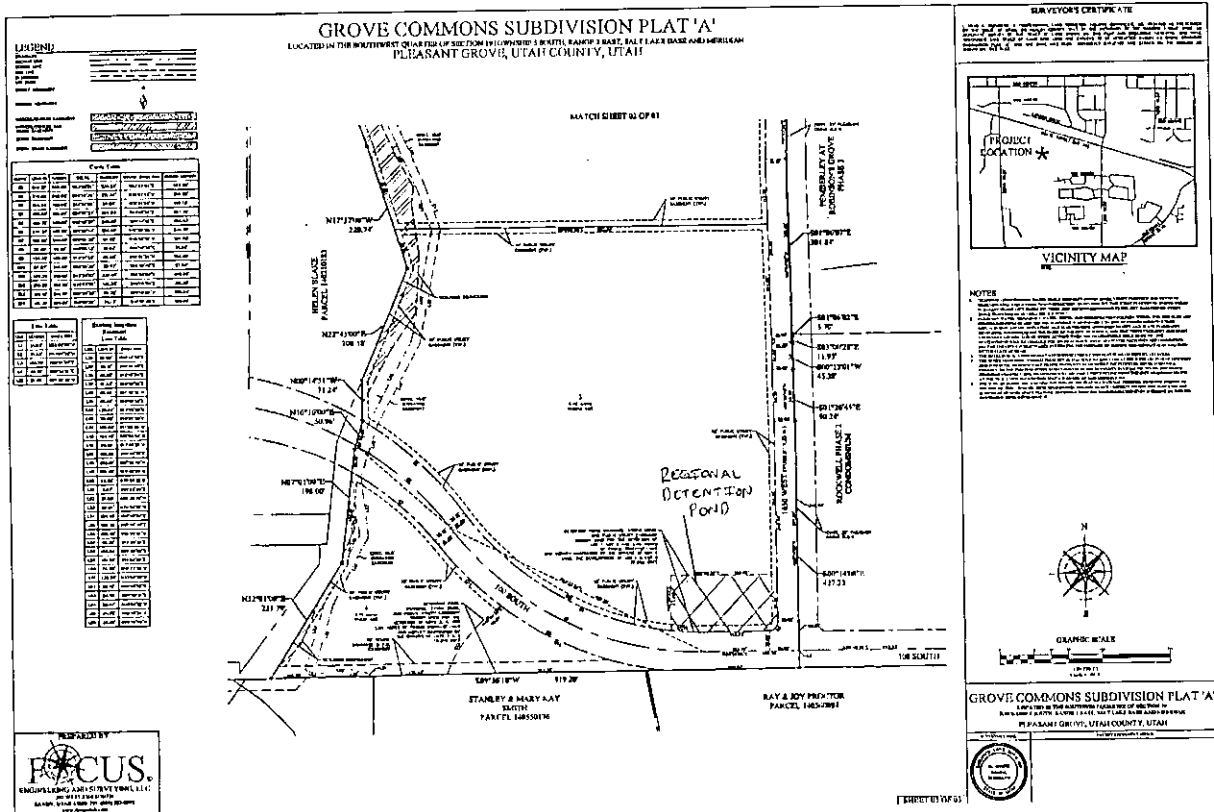
STATE OF UTAH )  
 ) ss.  
County of DAMS )

On this 26th day of June, 2013, before me, Kristie Gutierrez a Notary Public, personally appeared Spencer H. Wright, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Manager of Grove Ventures II, LLC and that said document was signed by him in behalf of said limited liability company.



*Kristie Gutierrez*  
Notary Public

**EXHIBIT A**



LEGAL DESCRIPTION - REGIONAL POND AT THE SOUTHEAST CORNER OF LOT 3 OF GROVE COMMON SUBDIVISION PLAT 'A'

THE BASIS OF BEARINGS OF N0°24'14"W ALONG THE SECTION LINE FROM THE WEST 1/4 CORNER TO THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN.

DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED EAST, 2364.15 FEET AND SOUTH 2485.36 FEET FROM THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 00°14'08"E, 81.71 FEET; THENCE 23.58 FEET ALONG A 15.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 44°48'23" WEST, 21.23 FEET); THENCE SOUTH 89°51'05" WEST, 113.72 FEET; THENCE 57.87 FEET ALONG A 515.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 86°55'46" WEST, 57.84 FEET; THENCE

NORTH 00°00'23" EAST, 93.99 FEET; THENCE SOUTH 89°59'37" EAST, 186.09 FEET TO THE POINT OF BEGINNING.

CONTAINS: 17,958 SQFT