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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
STEPHEN M TUMELIN  
136 S MAIN ST STE 1000  
SLC UT 84101  
BY: SBM, DEPUTY - WI 4 P.

**THIS INSTRUMENT PREPARED BY  
AND WHEN RECORDED RETURN TO:**

Stephen M. Tumblin, Esq.  
Mabey Murray LC  
136 South Main Street, Suite 1000  
Salt Lake City, Utah 84101

Parcel No. 15-08-230-022-0000

**DECLARATION OF FIRE HYDRANT SHARED MAINTENANCE**

**THIS DECLARATION OF FIRE HYDRANT SHARED MAINTENANCE** (this "Declaration") is made this \_\_\_\_\_ day of February, 2006, by Chelated Minerals Corporation, a Utah corporation ("CMC").

**RECITALS:**

CMC owns a parcel of real property consisting of approximately 8.46 acres that is commonly known as 825 South Gladiola Street, Salt Lake City, Utah, and is described in detail on Exhibit "A" (the "Property"). CMC desires to subdivide the Property into two parcels, and is attempting to obtain Salt Lake City's (the "City") approval of this subdivision. As part of the subdivision process, the City's Public Utilities department requires that CMC make this declaration, which will run with the land, and require that owners of the Property, or a portion thereof, share equally in the maintenance, repair and upkeep of the existing fire hydrant located on the Property.

**DECLARATION**

1. **COVENANT.** CMC declares that the Property, and any portion of the Property, will be held, sold and conveyed subject to the requirement that the owner share equally the costs, benefits and obligations of the maintenance, repair and upkeep of the existing fire hydrant on the Property. Every person or entity that is an owner of all or a portion of the Property agrees to all of the terms and provisions of this Declaration. The Property is subject to, benefited and burdened by all terms and conditions hereof which are hereby deemed to be covenants running with the land and which will run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and will inure to the benefit of each owner thereof.

2. **REMEDIES; ENFORCEMENT OF COVENANTS.**

2.1. **Failure to Comply with Covenants.** If any owner fails to comply (a "Defaulting Owner") with any covenants herein set forth, any other owner (a "Non-defaulting Owner") may notify in writing the Defaulting Owner of non-compliance. If the Defaulting Owner has not cured the non-compliance within 30 days after notice is given, the Non-Defaulting Owner may maintain a proceeding against the Defaulting Owner to obtain specific performance of the Defaulting Owner's covenants and to prevent or enjoin the violation. A Non-Defaulting Owner may obtain a mandatory injunction requiring the Defaulting Owner to restore improvements or other matters involved to a conforming state which does not violate this Declaration. The Non-Defaulting Owner, in its discretion, may also undertake any such action for damages, at law or in equity, as may be necessary or desirable to cause the Defaulting Owner's Parcel to comply with such covenants and to charge the cost of the same with interest thereon, to the Defaulting Owner as damages. If, however, non-compliance cannot be cured within 30 days after notice, the Defaulting Owner must commence curing the non-compliance within 30 days after notice and diligently proceed in a commercially reasonable manner to cure the violation.

2.2. **Remedies Cumulative.** The remedies in this Section 2 are cumulative to all other remedies provided at law or in equity. If an action is brought to enforce this Declaration's provisions, the prevailing party is entitled to receive from the non-prevailing party its reasonable attorneys' fees and costs.

2.3. **Limitations.** Notwithstanding anything to the contrary in this Section 2, each

party's liability hereunder is limited to that party's interest in the Property. If any owner sells any portion its interest in the Property, that owner will be released and discharged from any and all obligations in connection with the Property sold by it arising under this Declaration after the date of sale and conveyance of title. The new owner of any such interest (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) will then be liable for all obligations arising under this Agreement with respect to the Property during its ownership period. The foregoing does not, however, restrict the right of any party, or successor hereto, to enforce this Declaration and obtain appropriate relief as against a subsequent owner to the extent that a continuing condition violates the terms hereof, regardless of whether a prior owner created the condition.

3. **NO DEDICATION.**

Nothing in this Declaration constitutes a dedication of any portion of the Property to any governmental body or agency or to the general public, or may be construed to create any rights in or for the benefit of any persons other than the owner of the Property and their successors and assigns, it being CMC's intention that this Declaration will be strictly limited to and for the purposes expressed in this Declaration.

4. **LIABILITY OF PARTIES.**

No party is liable for the debts or obligations of any other party, nor will anything herein restrict an owner's right to sell, lease, mortgage or otherwise convey its interests in the Property or to assign its rights to any successor in title and, once an assignee assumes the assignor's obligations, the assignor will be relieved of its liability hereunder arising after, but not on or before the date of such assignment and assumption.

DATED on the date written in the first paragraph of this Declaration.

**CHELATED MINERALS CORPORATION:**

By: *Bruce R. Sherman*  
Bruce R. Sherman  
Title: President

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

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February, 2006, by BRUCE R. SHERMAN.

[SEAL]

*E. Marie Johnson*  
NOTARY PUBLIC  
*Residing at Kayville, Utah*



**EXHIBIT "A"**

**Legal Description of Property**

[see attached]

**EXHIBIT "A"**

Beginning at a point which is South  $40^{\circ}37'04''$  West 1889.98 feet from the Northeast Corner of Section 8, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point also being North  $0^{\circ}04'30''$  West along monument line 494.06 feet and South  $89^{\circ}55'30''$  East 5.54 feet from the SLC Monument at the Intersection of Gladiola Street and 900 South Street; thence South  $89^{\circ}55'47''$  East 608.37 feet; thence North  $0^{\circ}04'30''$  West 329.98 feet; thence North  $89^{\circ}55'39''$  West 298.37 feet; thence South  $0^{\circ}04'30''$  East 140.0 feet; thence North  $89^{\circ}55'39''$  West 310.00 feet; thence South  $0^{\circ}04'30''$  East 190.00 feet to the point of beginning.