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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
KIMBALL PARR WADDOUPS BROWN & GEE
REC BY: DOROTHY SINFIELD, DEPUTY

WHEN RECORDED, PLEASE RETURN TO:

Victor A. Taylor, Esq.
Kimball, Parr, Waddoups, Brown & Gee
185 South State Street, Suite 1300
Salt Lake City, Utah 84111

5107608

DECLARATION OF
EASEMENTS, COVENANTS AND RESTRICTIONS

THIS DECLARATION (this "Declaration") is executed as of the
5th day of August, 1991, by the undersigned.

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and
valuable consideration, the receipt and sufficiency of which are
acknowledged, the undersigned agree as follows:

1. Definitions. As used in this Declaration, each of the
following terms shall have the indicated meaning:

"Mortgage" means a mortgage or a deed of trust recorded
in the official records, and "Mortgagee" means the mortgagee under
a mortgage, or the beneficiary under a deed of trust, recorded in
the official records.

"Official Records" means the official records of the Salt
Lake County Recorder, State of Utah.

"Owner" means the person that at the time concerned is
the legal owner of record (in the official records) of a whole or
undivided fee interest in any portion of any Parcel. If there is
more than one Owner of a Parcel at the time concerned, the
obligations and liabilities of each such Owner for performance
under, and compliance with, the applicable provisions of this
Declaration shall be joint and several. Notwithstanding any
applicable theory relating to a Mortgage, the term "Owner" shall
not mean a Mortgagee unless and until such Mortgagee has acquired
title to the Parcel concerned pursuant to foreclosure or any
arrangement or proceeding in lieu of foreclosure.

"Parcel A" means the real property owned in fee simple
by Bettilyon Redwood Road, a partnership, located at 2250 South
Redwood Road in Salt Lake County, Utah and more particularly
described as follows:

Commencing North 0°02'35" East 1270.70 feet and
North 89°57'25" West 50 feet from the center of Section
22, Township 1 South, Range 1 West, Salt Lake Base and
Meridian, and running thence North 0°02'35" East 212.78
feet; thence South 88°42'10" West 149 feet; thence
northwesterly along a curve to the right 145.59 feet;
thence South 0°02'35" West 239.57 feet; thence South
89°57'25" East 290 feet to the beginning. [Parcel A is

EX 6313 PG 1934

located immediately North of Parcel B, and is partially shown on the Plat.]

"Parcel B" means the real property owned in fee simple by STA-R-1, Ltd., a Utah limited partnership, located in Salt Lake County, Utah and more particularly described as follows:

Beginning at a point on the North line of 2300 South Street, according to the official road dedication plat of said street on file in the Salt Lake County Recorder's Office, said point being North 0°02'35" East 883.70 feet along the monument line and North 89°57'25" West 50.00 feet from the Center of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°57'25" West 150.00 feet along the North line of said street; thence North 0°02'35" East 387.00 feet; thence South 89°57'25" East 150.00 feet to the West line of Redwood Road; thence South 0°02'35" West 387.00 feet along said West line to the point of beginning. [Parcel B is shown as "Parcel 2" on the Plat.]

"Parcels" means Parcel A and Parcel B, collectively, and "Parcel" means either Parcel A or Parcel B, individually, where no distinction is required by the context in which such term is used.

"Plat" means the survey plat attached as Exhibit A.

2. Grant of Easement. Parcel A shall have appurtenant thereto and shall be benefitted by, and Parcel B shall be subject to and shall be burdened by, a perpetual, non-exclusive easement for water and sanitary sewer service to Parcel A through the existing water and sewer lines located on Parcel B to the extent (but only to the extent) that such lines currently serve Parcel A. The Parcel A Owner shall, at its sole cost and expense, install and maintain in good condition and repair a submeter and a shut-off valve on the existing water line, in a location to be agreed on between the Parcel A Owner and the Parcel B Owner, that will accurately measure all water used by Parcel A. The Parcel A Owner shall also, at its sole cost and expense, maintain the existing water line in good condition and repair from such submeter to the end point of such water line on Parcel A.

3. Payment. The Parcel A Owner shall promptly pay to the Parcel B Owner, on request made from time to time by the Parcel B Owner, the cost of all water used by Parcel A, as measured by the submeter installed pursuant to Paragraph 2, at the rate charged by the provider of such water. In addition, the Parcel A Owner shall promptly pay to the Parcel B Owner, on request made from time to time by the Parcel B Owner, the cost of the sanitary sewer service for Parcel A, at the rate charged by the provider of such sewer service. The cost of the sewer service for Parcel A shall be determined by multiplying the total sewer charges billed for both

Parcels by a fraction, the numerator of which is the amount of water used by Parcel A (as measured by the submeter installed pursuant to Paragraph 2), and the denominator of which is the total amount of water used by both Parcels. Finally, the Parcel A Owner shall also promptly pay to the Parcel B Owner, on request made from time to time by the Parcel B Owner, the Parcel A Owner's share of any cost or expense incurred by the Parcel B Owner in maintaining the water or sewer lines located on Parcel B, such share to be determined by multiplying the cost or expense involved by a fraction determined pursuant to the immediately preceding sentence. Any amount owing under this Paragraph 3 which is not paid to the Parcel B Owner by the Parcel A Owner within ten (10) days after written request shall accrue interest at the rate of eighteen percent (18%) per annum until such amount, with interest, is paid in full, both before and after judgment.

4. Duration. This Declaration and each easement, covenant and restriction set forth in this Declaration shall be perpetual.

5. Appurtenances to Parcels; Covenants Run with Land; Various Events.

5.1 Appurtenances to Parcels. Each easement, covenant and restriction created by this Declaration is an appurtenance to the Parcel benefited by such easement, covenant and restriction and may not be transferred, assigned or encumbered except as an appurtenance to the benefitted Parcel. For the purposes of each such easement, covenant and restriction, the benefitted Parcel shall constitute the dominant estate and the burdened Parcel shall constitute the subservient estate.

5.2 Covenants Run with Land; Various Events.

5.2.1 Covenants Run with Land. Each easement, covenant and restriction contained in this Declaration (whether affirmative or negative in nature) (a) shall create an equitable servitude on the burdened Parcel in favor of the benefitted Parcel; (b) shall constitute a covenant running with the land; (c) shall benefit and bind every person having any fee, leasehold, Mortgage lien or other interest in any portion of the Parcel concerned to the extent that such portion is affected or bound by the easement, covenant or restriction in question, or to the extent that such easement, covenant or restriction is to be performed on such portion; and (d) shall benefit and bind any Owner whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

5.2.2 Transfer of Parcel. If any Owner transfers all or any portion of the Parcel owned by such Owner, the transferee shall automatically be deemed to have assumed and agreed to be personally bound by the covenants of such Owner contained in this Declaration, and if the transferring Owner has by such

transfer transferred all of its ownership interest in such Parcel, such transferring Owner shall be released and discharged from all obligations under this Declaration that accrue after the date of recordation in the official records of the instrument effecting such transfer.

5.2.3 Effect of Breach. No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration (but such limitation shall not affect any other right or remedy or limit any obligation that any Owner may have under this Declaration by reason of any such breach), or defeat or render invalid the lien of any Mortgage made in good faith and for value as to any Parcel.

5.2.4 Priority of Declaration. The interests in or rights concerning any portion of the Parcels held by or vested in the undersigned on or after the date of this Declaration shall be subject and subordinate to the arrangement provided for in this Declaration, and the arrangement provided for in this Declaration shall be prior and superior to such interests and rights, as may be necessary to effectuate all of the terms and provisions set forth in this Declaration. The undersigned are the sole Owners of the Parcels.

6. Modification. This Declaration and any easement, covenant or restriction contained in this Declaration may not be terminated, extended, modified or amended without the consent of each Owner, and any such termination, extension, modification or amendment shall be effective on recordation in the official records of a written document effecting the same, executed and acknowledged by each Owner; provided, however, that no such termination, extension, modification or amendment shall affect the rights of any Mortgagee holding a Mortgage constituting a lien on any Parcel unless such Mortgagee consents to the same in writing.

7. Attorneys' Fees. If any Owner brings suit to enforce or interpret this Declaration or for damages on account of the breach of any provision of this Declaration, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing party is entitled.

8. General Provisions. This Declaration shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. This Declaration shall inure to the benefit of and be binding on each Owner and the heirs, personal representatives, successors and assigns of each Owner. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Declaration shall be invalid or prohibited under applicable law, such provision

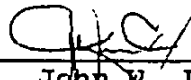
shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Declaration. Each exhibit attached to, and referred to in, this Declaration is incorporated in this Declaration by this reference.

THE UNDERSIGNED have executed this Declaration on the respective dates set forth below, to be effective as of the date first set forth above.

BETTILYON REDWOOD ROAD, a partnership, whose address is 2250 South Redwood Road, West Valley City, Utah 84119, has executed this Declaration on the date set forth below, to be effective as of the date first set forth above.

BETTILYON REDWOOD ROAD,
by its general partner:

A. K. B., INC.,
a Utah corporation

By 
John W. Langley
President
Date 8/6/91

The undersigned, appearing before the person taking this acknowledgment, acknowledges that he/she executed the foregoing document, that he/she holds the position or title set forth in such document, that he/she signed such document on behalf of A. K. B., Inc. (the "corporation") by proper authority, that such document was the act of the corporation for the purpose stated in it, that the corporation signed such document on behalf of Bettilyon Redwood Road (the "partnership") by proper authority and that the corporation executed such document as the act of the partnership for the purposes stated in it, and affirms that he/she had the proper authority to execute such document.


JOHN W. LANGLEY

ER 6343FS 1939

State of Utah)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me this 6th
day of August, 19 91, by John W. Langley,
President of A. K. B., Inc., the general partner of Bettilyon
Redwood Road

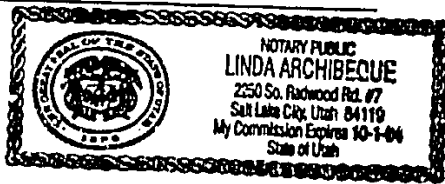
(Seal)

Linda Archibque
Notary Public

My Commission Expires:

Residing at:

Salt Lake City, ut.

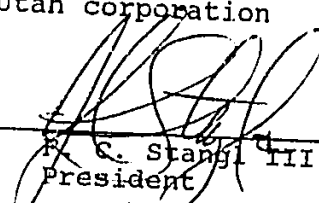


EX6343791940

STA-R-1, LTD., a Utah limited partnership, whose address is 1515 West 2200 South, E-2, Salt Lake City, Utah 84119, has executed this Declaration on the date set forth below, to be effective as of the date first set forth above.

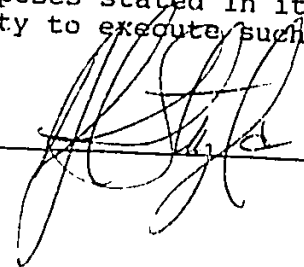
STA-R-1, LTD.,
a Utah limited partnership,
by its sole general partner:

VIMP, INC.,
a Utah corporation

By 
R. C. Stangl III
President

Date 8/1/91

The undersigned, appearing before the person taking this acknowledgment, acknowledges that he/she executed the foregoing document, that he/she holds the position or title set forth in such document, that he/she signed such document on behalf of VIMP, Inc. (the "corporation") by proper authority, that such document was the act of the corporation for the purpose stated in it, that the corporation signed such document on behalf of STA-R-1, Ltd. (the "partnership") by proper authority and that the corporation executed such document as the act of the partnership for the purposes stated in it, and affirms that he/she had the proper authority to execute such document.



State of Utah)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me this 15th
day of AUGUST, 1991, by F. C. Stangl III, the
President of VIMP, Inc., the sole general partner of STA-R-1,
Ltd.

(Seal)

My Commission Expires:

10/1/91

Jacqueline A. Hervey
Notary Public

Residing at:

SALT LAKE COUNTY

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