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12/30/2010 11:21 AM \$27.00  
Book - 9893 Pg - 6507-6513  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
BY: ZJM, DEPUTY - WI 7 P.

7-5

When recorded return to:

Wade Williams  
The District, L.C.  
c/o The Boyer Company, L.C.  
90 West 400 South, Suite 200  
Salt Lake City, Utah 84101

Parcel Numbers:

- 27-20-351-027
- 27-20-351-026
- 27-20-376-058
- 27-20-376-055

**DECLARATION OF ACCESS AND UTILITY EASEMENTS**

THIS DECLARATION OF ACCESS AND UTILITY EASEMENTS ("**Declaration**") is made as of the 29 day of December, 2010, by THE DISTRICT-SOUTH, L.C., a Utah limited liability company ("**Declarant**").

WHEREAS, Declarant owns certain parcels of real property as more particularly described on attached Exhibit "A" and identified as "**Lot 1**", "**Lot 2**", "**Lot 5**" and "**Lot 7**" (individually a "**Lot**" and collectively the "**Lots**"); and

WHEREAS, Declarant desires to create easements for access, ingress, egress and utilities across certain portions of the Lots,

NOW, THEREFORE, in consideration of the premises, covenants, conditions, restrictions and encumbrances contained herein, Declarant hereby declares as follows:

- 1. Easements.
  - (a) Declarant hereby declares for the benefit of Lot 1 and Lot 2:
    - (i) a perpetual non-exclusive easement over and across those portions of Lot 1 and Lot 2 ("**Private Road West**") more particularly described on attached Exhibit "B" for vehicular and pedestrian access, ingress and egress and for the installation, operation, maintenance, service, repair, improvement and replacement of any and all utilities.

(b) Declarant hereby declares for the benefit of Lot 5 and Lot 7:

(i) a perpetual non-exclusive easement over and across those portions of Lot 5 and Lot 7 ("**Private Road East**") more particularly described on attached Exhibit "C" for vehicular and pedestrian access, ingress and egress and for the installation, operation, maintenance, service, repair, improvement and replacement, of any and all utilities.

(c) Private Road West and Private Road East are collectively referred to herein as the "**Easement Areas**".

(d) The easements granted herein shall burden the respective Lots and benefit the respective Lot owners and their heirs, successors and assigns.

2. Maintenance. Declarant or its agents or contractors shall perform such repairs, maintenance and construct improvements, as may be reasonably necessary to maintain the Easement Areas in a manner consistent with the first class nature, use and occupancy of the Lots as an integrated retail and commercial development. The owner of each respective Lot shall reimburse Declarant for its pro-rata share of all costs and expenses incurred by Declarant in maintaining the Easement Areas together with a management fee equal to Ten Percent (10%) of all costs and expenses incurred by Declarant in maintaining the Easement Areas. The pro-rata share to be paid by the owner of each Lot shall be determined based upon the total square footage of the Easement Area on each Lot compared to the total square footage of all Easement Areas.

3. Insurance Covering Easement Areas. Declarant shall obtain and maintain in force the following insurance: (a) insurance providing coverage on the insurable improvements to the Easement Areas in an amount equal to at least one hundred percent (100%) of the replacement value (as determined by Declarant) and insuring against the perils of fire and extended coverage risks and such other risks, if any, as Declarant may in its sole discretion determine to be appropriate, which insurance shall name Declarant (and at Declarant's option, the mortgagee interested under any mortgage then affecting any portion of the Easement Areas); and (b) comprehensive public liability insurance against claims for personal injury, death, or property damage occurring on, within, or about the Easement Areas, and in such form and with such endorsements as Declarant may in its sole discretion determine to be appropriate. Such liability insurance shall afford protection in at least a combined simple limit amount of One Million Dollars (\$1,000,000), or such other amount as Declarant may reasonably determine is necessary. Such liability insurance shall name as insureds Declarant and the owner of each Lot, and, at Declarant's option, one or more other occupants of portions of the Lots or of nearby property and any mortgagee interested under any mortgage then affecting any portion of the Easement Areas. The owner of each Lot shall reimburse Declarant for its pro-rata share of the cost of such insurance coverage as pro-rata share is determined pursuant to section 2 above.

4. No Barriers. Except for landscaping, curbing and other improvements as may be required by municipalities, no walls, fences or barriers of any kind shall be constructed or maintained on the Easement Areas, or any portion thereof, which shall prevent or impair the use or exercise of the easements granted herein, or the free access and movement, including without limitation, of pedestrians and vehicular traffic across the Easement Areas; provided, however, reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed so long as the Easement Areas are not unreasonably closed or blocked. The only exceptions to this provision shall be for incidental, temporary encroachments upon the Easement Areas which may occur in

conjunction with the construction, maintenance or repair of improvements, so long as such construction, maintenance or repair is being diligently pursued, and/or for temporary blockage of certain areas deemed necessary by the respective parcel owners to prevent a public dedication of an easement or access right.

5. Indemnification. The owner of each Lot shall indemnify, defend and hold the owners of the other Lots harmless from and against any claims, liability, damages or costs (“**Claims**”) arising out of or relating to the use of the Easement Areas by such Lot owner, unless and to the extent that such Claims are the result of the negligence or intentional misconduct of the owner of the Lot on which the Claim occurred.

6. No Gift or Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Areas to the general public or for the general public or for any public purposes whatsoever, it being the intention that this Declaration be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Easement Areas, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission, and subject to the control of the owner of the respective Lots. Notwithstanding any other provisions herein to the contrary, the respective Lot owners may periodically restrict ingress and egress from the Easement Areas on their parcel in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such at time as to have a minimum effect on the parties.

7. Covenant Running With Land/Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Declaration shall bind and inure to the benefit of the respective Lot owners and their respective heirs, representatives, lessees, successors and assigns, and all claiming by, through or under the Lot owners or their heirs, successor and/or assigns.

8. Governing Law and Attorneys’ Fees. This Declaration shall be construed and enforced in accordance with the laws of the State of Utah. If any legal action or other proceeding is brought for the enforcement of this Declaration, or because of a dispute or alleged breach, default, or misrepresentation in connection with any of the provisions of this Declaration, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys’ fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.


IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date set forth above.

[Signature Page Follows]

**THE DISTRICT-SOUTH, L.C.**  
a Utah limited liability company

By: THE BOYER COMPANY, L.C.  
Its: Manager

By: ARBOR COMMERCIAL REAL ESTATE, L.L.C.  
Its: Manager

  
\_\_\_\_\_  
By: Devon M. Glenn  
Its: Manager

  
\_\_\_\_\_  
By: John Gust, Manager

STATE OF UTAH  
COUNTY OF SALT LAKE

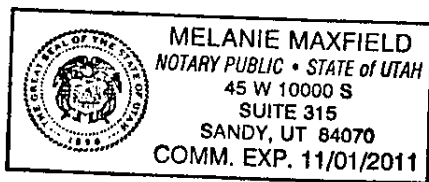
On the 29 day of December, 2010 personally appeared before me  
Devon M. Glenn who duly acknowledged to me that he executed the  
foregoing document as Manager of THE BOYER COMPANY, L.C., the Manager of THE DISTRICT-  
SOUTH, L.C.

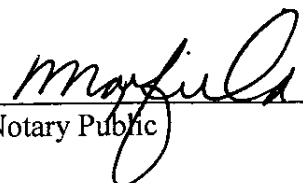
  
\_\_\_\_\_  
Notary Public



STATE OF UTAH  
COUNTY OF SALT LAKE

On the 29 day of December, 2010 personally appeared before me  
John Gust who duly acknowledged to me that he executed the foregoing document as Manager of  
ARBOR COMMERCIAL REAL ESTATE, LLC, one of the Managers of THE DISTRICT-SOUTH,  
L.C.



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

**EXHIBIT "A"**  
Lot Descriptions

Lot 1, THE SOUTH DISTRICT SUBDIVISION, according to the official plat thereof, filed in Book "2009P" of Plats, at Page 2 of the Official Records of the Salt Lake County Recorder.

Lot 2, THE SOUTH DISTRICT SUBDIVISION, according to the official plat thereof, filed in Book "2009P" of Plats, at Page 2 of the Official Records of the Salt Lake County Recorder.

A part of Lot 5, THE SOUTH DISTRICT SUBDIVISION, according to the Official Plat thereof, filed in Book "2009P" of Plats, at Page 2 of the Official Records of the Salt Lake County Recorder, located in the Southwest Quarter, of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in South Jordan, Salt Lake County, Utah:

Beginning at a point on the North line of 11800 South Street as it exists at 55.50 foot half-width being 255.23 feet North 89°50'48" West along the Section line; and 55.50 feet North 0°09'12" East from the South Quarter corner of said Section 20; and running thence North 89°50'48" West 181.64 feet along said North line to the Southeast corner of Lot 3 of said THE SOUTH DISTRICT SUBDIVISION; thence along the Easterly line of said Lot 3 the following two courses: Northeasterly along the arc of a 12.50 foot radius curve to the left a distance of 9.35 feet (center bears North 47°00'11" West; central angle equals 42°50'37" and long chord bears North 21°34'31", East 9.13 feet) to a point of tangency; and North 0°09'12" East 229.72 feet to the Southwest corner of Lot 7 of said subdivision; thence South 89°50'48" East 178.30 feet along the South line of said Lot 7; thence South 0°09'12" West 238.22 feet to the North line of said 11800 South Street and the point of beginning.

[The said portion of Lot 5 also being identified and depicted as "Lot 501" on that certain drawing entitled "Lot Line Adjustment - The South District" prepared by Great Basin Engineering-South, as Drawing No. 08- 001LLA, certified on April 20, 2009 by Bruce D. Pimper, Utah RLS No. 362256, and filed in the office of the Salt Lake County Surveyor as Survey No. S2009-07-0315.]

Lot 7, THE SOUTH DISTRICT SUBDIVISION, according to the official plat thereof, filed in Book "2009P" of Plats, at Page 2 of the Official Records of the Salt Lake County Recorder.

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**EXHIBIT "B"**

Private Road West

District Drive Easement (West):

Beginning at a point on the Southerly Boundary Line of Lot 14, The District Commercial Subdivision Plat, as recorded in Book 2007P at Page 312 in the Salt Lake County Recorders Office, said point being also N00°00'42"E 626.95 feet along the Section Line and West 1259.54 feet from the South Quarter Corner of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence S00°00'42"W 8.29 feet; thence southwesterly 31.41 feet along the arc of a 22.00 foot radius curve to the left, chord bears S49°06'25"W 28.81 feet; thence southwesterly 189.67 feet along the arc of a 228.00 foot radius curve to the right, chord bears S32°02'04"W 184.25 feet; thence S55°52'00"W 117.50 feet; thence southwesterly 216.46 feet along the arc of a 222.00 foot radius curve to the left, chord bears S27°56'00"W 207.99 feet; thence South 125.73 feet; thence southerly 9.32 feet along the arc of a 12.50 foot radius curve to the left, chord bears S21°21' 13"E 9.10 feet to the Northerly Right-of-Way Line of 11800 South Street; thence, along said Northerly Right-of-Way Line, N89°50'48"W 53.29 feet; thence northerly 8.85 feet along the arc of a 19.50 foot radius curve to the left, chord bears N12°59'53"E 8.77 feet; thence North 125.52 feet; thence northeasterly 263.27 feet along the arc of a 270.00 foot radius curve to the right, chord bears N27°56'00"E 252.96 feet; thence N55°52'00"E 117.50 feet; thence northeasterly 166.37 feet along the arc of a 180.00 foot radius curve to the left, chord bears N29°23'15"E 160.51 feet; thence northwesterly 15.40 feet along the arc of a 9.50 foot radius curve to the left, chord bears N43°32'24"W 13.77 feet; thence N00°00'42"E 0.50 feet to the said Southerly Boundary Line of Lot 14, The District Commercial Subdivision Plat; thence, along said Southerly Boundary Line, the following two (2) courses: (1) S89°59'18"E 0.28 feet, (2) S84°59'59"E 77.18 feet to the Point of Beginning.

Contains 33,362 square feet or 0.77 acres.

**EXHIBIT "C"**  
Private Road East

District View Drive Easement (East):

Beginning at a point N00°00'42"E 621.52 feet along the Section Line and West 565.01 feet from the South Quarter Corner of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence southwesterly 47.12 feet along the arc of a 30.00 feet radius curve to the left, chord bears S45°00'42"W 42.43 feet; thence S00°00'42"W 2.07 feet; thence southeasterly 80.59 feet along the arc of a 81.50 feet radius curve to the left, chord bears S28°19'03 "E 77.35 feet; thence S56°38'49"E 79.10 feet; thence southeasterly 216.61 feet along the arc of a 218.50 feet radius curve to the right, chord bears S28°14'49"E 207.85 feet; thence S00°09'12"W 230.22 feet; thence southerly 8.26 feet along the arc of a 19.00 feet radius curve to the left, chord bears S12°17'50"E 8.19 feet to the Northerly Right-of-Way Line of 11800 South Street; thence, along said Northerly Right-of-Way Line, N89°50'48"W 44.11 feet; thence northerly 9.35 feet along the arc of a 12.50 feet radius curve to the left, chord bears N21°34'31 "E 9.13 feet; thence N00°09' 12"E 229.72 feet; thence northwesterly 177.95 feet along the arc of a 179.50 feet radius curve to the left, chord bears N28°14'48"W 170.75 feet; thence N56°38'49"W 79.10 feet; thence northwesterly 119.16 feet along the arc of a 120.50 feet radius curve to the right, chord bears N28°19'03"W 114.36 feet; thence N00°00'42"E 2.07 feet; thence northwesterly 35.70 feet along the arc of a 24.00 feet radius curve to the left, chord bears N42°34'55"W 32.50 feet; thence N00°00'42"E 11.08 feet to the Southerly Boundary Line of Lot 14, The District Commercial Subdivision Plat, as recorded in Book 2007P at Page 312 in the Salt Lake County Recorders Office; thence, along the said Southerly Boundary Line of Lot 14 and the Southerly Boundary Line of Lot 17 of said The District Commercial Subdivision Plat, S89°59'18"E 91.00 feet; thence S00°00'42"W 5.00 feet to the Point of Beginning.

Contains 26,137 square feet or 0.60 acres.