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Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 7 P.

**Declaration of and Grant of Easement and Amendment to
Covenants, Conditions and Restrictions**

THIS DECLARATION, GRANT AND AMENDMENT is made on June 1, 2012, by GARY NELSON, Trustee of the GARY M. NELSON, LTD., PENSION PLAN (herein referred to as "Nelson") with reference to the following facts:

1. By operation of law, Nelson is the successor to "Declarant" as defined and referred to in that certain Declaration of Covenants, Conditions and Restrictions for Dearbourne Heights (herein, CC&R's), recorded June 21, 2005, as Entry No. 9410513, in Book 9148, Pages 286-353, in the office of the Recorder of Salt Lake County, Utah.
2. Nelson succeeded to the interest of the Declarant, aforesaid, pursuant to a Trustee's Deed recorded March 31, 2009, as Entry No. 10661539, in Book 9704, Pages 2674-2677, in the office of the Recorder of Salt Lake County, Utah.
3. Nelson is the owner of the real property described on Exhibit "A" attached hereto, and incorporated herein.
4. Pursuant to the foregoing CC&R's, the property described on the attached Exhibit "A" was to be added to and become an expansion of the property, which is already subject to the foregoing CC&R's (herein the "Dearbourne Property").
5. Due to certain development restrictions now existing in Draper City, Utah, there is no viable way to add and subject the Exhibit "A" property to the foregoing CC&R's for the development of townhomes.
6. The Exhibit "A" property can be developed as apartment units; however, without being added to the existing Dearbourne Property, and afforded the use of ingress and egress as well as utility easements through the Dearbourne Property, the Exhibit "A" property is effectively landlocked and undevelopable.

7. The Exhibit "A" property is in need of easements upon the Dearbourne Property to provide, among other things, ingress to and from the Exhibit "A" property.

FOR GOOD AND VALUABLE CONSIDERATION, AND IN CONSIDERATION OF THE PREMISES, IT IS DECLARED AND GRANTED as follows:

1. Nelson, and his successors and assigns, is hereby granted and conveyed a non-exclusive easement over Ann Arbor and Lansing Way, as depicted on the plat mat of Dearbourne Heights P.U.D. Phase I, according to the plat thereof recorded and filed January 14, 2005, as Entry No. 9275109, in Book 2005p, Page 12, in the office of the Recorder of Salt Lake County, Utah, (herein, "Phase I"). Ann Arbor and Lansing Way shall be the servient property and the Exhibit "A" property shall be the dominant property.

Said easement shall be for the purpose of ingress to and egress from the Exhibit "A" property and the installation, construction and extensions of said roadways in order to provide ingress and egress, and other utilities to and from the Exhibit "A" property. In addition to the foregoing purposes, said roadways and easements may be utilized for the installation of utilities, such as water, electricity, gas, sewer, cable television and such other utilities as may be necessary or desirable for the improvement and development of the Exhibit "A" property; provided, however, the installation of such utility services shall not hinder, obstruct or lessen the use of the easement for roadway purposes. It is the intention of Nelson, his successors and assigns, to build up to 100 apartment units, which is the maximum amount of units that can be located upon the property consistent with the requirements of Draper City.

2. Nelson, his successors and assigns, shall repair any damage to the foregoing roadways caused by the installation of any utilities or use of the roadways during the development of the Exhibit "A" property. Any reasonable and necessary repairs must be completed prior to a Certificate of Occupancy being issued with respect to the development on the Exhibit "A" property. Nelson, his successors and assigns, shall not only repair any construction damage to the foregoing roadways, but shall also apply a second course of asphalt to that portion of Ann Arbor that only received one course of asphalt during the build-out of Phase I of Dearbourne Heights. The cost of the foregoing shall be paid by Nelson, his successors and assigns.
3. The exterior design and coloring of the buildings on the Exhibit "A" property will be harmonious with the exterior of buildings in Phase I of Dearbourne Heights. Dearbourne agrees to support site plan approval with Draper City.
4. A tot-lot will be constructed on Phase I common area property, which will be reasonably designated by the Management Committee of the Dearbourne Heights Townhome Owners' Association, Inc. or such other entity of the

Dearbourne Heights Townhome Owners' Association that is authorized to act on behalf of the Association (herein "Dearbourne"). Such construction shall run concurrent with the construction of apartments on the Exhibit "A" property. To the extent that Draper City does not dictate the amenities to be provided in the tot-lot, Dearbourne and Nelson, his successors and assigns, will mutually agree upon such amenities; provided, however, no pool, wading or otherwise, shall be placed within the tot-lot. Dearbourne and Nelson, his successors and assigns, shall co-operate with one another to obtain the release of a bond being held by Draper City for the construction of the tot-lot. The bond amount released will be subtracted from the cost of the tot-lot. Nelson, his successors and assigns, shall build the tot-lot; provided, however, unless Nelson, his successors and assigns, shall agree otherwise, the cost to Nelson, his successors and assigns, shall not exceed \$20,000 above the released bond amount.

The residents of the apartments constructed upon the Exhibit "A" property shall have the non-exclusive right to use the tot-lot. A non-exclusive easement is hereby granted by Dearbourne to Nelson, his successors and assigns, for the use of as well as ingress to and egress from the tot-lot. The tot-lot shall be the servient property and the Exhibit "A" property shall be the dominant property.

5. Nelson, his successors and assigns, shall, initially, pay to Dearbourne, the sum of \$10.00 for each apartment unit constructed upon the Exhibit "A" property. Such money shall be for the repair, maintenance and snow removal to those portions of the foregoing roadways owned by Dearbourne, as well as the repair and maintenance of the tot-lot. Such figures shall be adjusted periodically upon a reserve study or budget prepared regarding the repair and maintenance of the roadways owned by Dearbourne; the repair and maintenance of the tot-lot and an annual snow removal budget. Payments shall commence on the 10th day of the month following the month in which a Certificate of Occupancy is issued regarding the development upon the Exhibit "A" property.

Except as qualified below, the contribution of Dearbourne and Nelson, his successors and assigns, to the foregoing shall be determined by a fraction. The numerator of the Dearbourne fraction shall be the total number of units in Phase I and the denominator shall be the sum of the total number of units constructed upon Phase I and upon the Exhibit "A" property. The numerator for the Exhibit "A" property shall be the total number of units constructed upon the Exhibit "A" property and the denominator shall be the sum of the total number of units constructed upon Phase I and upon the Exhibit "A" property. To determine the contribution of each, the projected expense shall be divided by the denominator and the quotient multiplied by the numerator. In no event, shall the monthly contribution of each unit constructed upon the Exhibit "A" property be less than \$10.00.

The payments from Nelson, his successors and assigns, shall be due on the 10th day of each month. Should the payment not be made on or before said date, the payment shall commence to accrue interest at the rate of 18%, per annum, commencing on the 11th day of the month, until paid. Further, in the event legal action shall be required to obtain payment from Nelson, his successors and assigns, Nelson, his successors and assigns, agree to pay such amount as a court may adjudge to be a reasonable attorney's fee for the services rendered to Dearbourne in collecting the monthly payment.

6. Dearbourne and Nelson, his successors and assigns, shall each name the other as an additional insured upon their respective liability policies in order to insure against liability from the roadways or tot-lot.

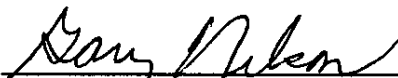
The foregoing easements, and the covenants, conditions and restrictions herein expressed shall run with the title to the land owned by Dearbourne and Nelson, his successors and assigns, shall bind all grantors and grantees, the heirs, successors and assigns of said properties.

Any provision of the CC&R's first mentioned above, which conflicts with the provisions hereof, is hereby amended to eliminate such conflict and the provisions hereof shall replace and supersede any such conflicting provisions.

The provisions hereof may be amended by a document, in writing, executed by the Management Committee of the Dearbourne Heights Townhome Owners' Association, Inc., or such other entity of the Dearbourne Heights Townhome Owners' Association, Inc. that is authorized to execute such amendment, and GARY NELSON, his successors and assigns. Such amendment shall not be effective until recorded in the Office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the day and year first written above.

GARY M. NELSON, TRUSTEE OF THE
GARY M. NELSON, LTD., PENSION
PLAN, a Nevada corporation

By: 

Gary Nelson, Trustee

STATE OF NEVADA)
) ss
COUNTY OF Washoe)

This instrument was acknowledged before me on June 1, 2012, by GARY NELSON, as Trustee of the GARY M. NELSON, LTD., PENSION PLAN, a Nevada corporation.


Notary Public



EXHIBIT 'A'

PARCEL 1:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°51'23" EAST 1023.00 FEET ALONG THE NORTH SECTION LINE OF SAID SECTION; THENCE SOUTH 45°06'23" WEST 1453.039 FEET TO THE WEST SECTION LINE OF SAID SECTION; THENCE NORTH 00°21'24" EAST 1023.00 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1 THROUGH 28, INCLUSIVE, DEARBOURNE HEIGHTS P.U.D., PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE. TOGETHER WITH A RIGHT OF USE AND EASEMENT IN AND TO THE PRIVATE ROADS AND COMMON AREAS CONTAINED IN SAID DEARBOURNE HEIGHTS P.U.D., PHASE 1, WHICH IS APPURTENANT TO SAID LOTS 1 THROUGH 6 AND 23 THROUGH 28.

PARCEL 2:

A NON-EXCLUSIVE PERPETUAL EASEMENT ON, OVER, ACROSS AND THROUGH THE FOLLOWING DESCRIBED PROPERTY, AS SET FORTH IN THAT CERTAIN ACCESS AND UTILITIES EASEMENT BY AND BETWEEN METROPOLITAN WATER DISTRICT OF SALT LAKE AND SANDY, AS GRANTOR, AND DH-DRAPER, LLC, AS GRANTEE, RECORDED DECEMBER 03, 2002 AS ENTRY NO. 8444036 IN BOOK 8696 AT PAGE 3077 OF OFFICIAL RECORDS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°21'24" WEST, 350.00 FEET ALONG THE SECTION LINE; THENCE NORTH 89°38'36" WEST, 15.00 FEET; THENCE NORTH 00°21'24" EAST, 300.00 FEET; THENCE NORTH 12°03'03" WEST, 51.20 FEET; THENCE NORTH 00°27'52" EAST, 480.51 FEET TO THE NORTHERN PROPERTY LINE OF THE PARCEL OWNED BY THE METROPOLITAN WATER DISTRICT; THENCE NORTH 70°18'40" EAST 27.70 FEET ALONG SAID NORTHERN PROPERTY LINE TO A POINT ON THE EAST SECTION LINE OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°27'52" WEST, 490.00 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

PARCEL 3:

A NON-EXCLUSIVE TEMPORARY EASEMENT ON, OVER, ACROSS AND THROUGH THE FOLLOWING DESCRIBED PROPERTY, AS SET FORTH IN THAT CERTAIN ACCESS AND UTILITIES EASEMENT (TEMPORARY) BY AND BETWEEN SORENSON ASSOCIATES, L.L.C. AND ALLIANCE CAPITAL DEVELOPMENT, LLC, AS GRANTOR, AND DH-DRAPER, LLC, AS GRANTEE, RECORDED DECEMBER 03, 2002 AS ENTRY NO. 8444037 IN BOOK 8696 AT PAGE 3081 OF OFFICIAL RECORDS, AMENDED BY AMENDMENT TO ACCESS AND UTILITY EASEMENT RECORDED OCTOBER 03, 2003 AS ENTRY NO. 8842800 IN BOOK 8923 AT PAGE 5881 OF OFFICIAL RECORDS, AND AFFIDAVIT OF CORRECTION RECORDED DECEMBER 15, 2003 AS ENTRY NO. 8924169 IN BOOK 8923 AT PAGE 5880 OF OFFICIAL RECORDS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 3, AS SHOWN ON THE SUBDIVISION PLAT ENTITLED "SOUTH POINTE COMMERCE CENTER SUBDIVISION," BOOK 2003P, PAGE 6 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, TOWNSHIP 4 SOUTH, RANGE 1 EAST; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID SUBDIVISION NORTH 60°19'24" EAST 855.68 FEET TO A POINT ON A NON-TANGENT 75.00 FOOT RADIUS CURVE TO THE RIGHT, SAID POINT ALSO BEING ON THE RIGHT-OF-WAY OF 65 EAST (RADIUS BEARS NORTH 28°45'41" EAST); THENCE ALONG SAID CURVE AND CONTINUING ALONG SAID RIGHT OF WAY 125.11 FEET, THROUGH A CENTRAL ANGLE OF 95°34'29"; THENCE NORTH 65°33'29" WEST, 11.00 FEET TO A POINT ON A NON-TANGENT 61.00 FOOT RADIUS CURVE TO THE RIGHT (RADIUS BEARS NORTH 65°33'29" WEST); THENCE ALONG SAID CURVE 48.17 FEET, THROUGH A CENTRAL ANGLE OF 45°14'41"; THENCE SOUTH 69°41'12" WEST 50.17 FEET TO A POINT ON A 287.50 FOOT RADIUS CURVE TO THE LEFT (RADIUS BEARS SOUTH 20°18'48" EAST); THENCE ALONG SAID CURVE 147.28 FEET, THROUGH A CENTRAL ANGLE OF 26°21'05"; THENCE SOUTH 40°20'07" WEST 61.57 FEET TO A POINT ON A 202.50 FOOT RADIUS CURVE TO THE RIGHT (RADIUS BEARS NORTH 49°39'53" WEST); THENCE ALONG SAID CURVE 70.64 FEET, THROUGH A CENTRAL ANGLE OF 19°59'18"; THENCE SOUTH 60°19'24" WEST 613.46 FEET; THENCE SOUTH 29°40'36" EAST 48.55 FEET; THENCE NORTH 70°30'59" EAST 121.20 FEET TO THE POINT OF BEGINNING.
A.P.N. 34-18-101-029-0000