When Recorded, Return To:

Snell & Wilmer, L.L.P. c/o Robert E. Mansfield 15 W. South Temple, Suite 1200 Salt Lake City, UT 84101 11602719
03/22/2013 04:36 PM \$46.00
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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SNELL & WILMER
15 W SO. TEMPLE STE. 1200
SLC UT 84101
BY: HNP, DEPUTY - WI 19 P.

PARKING EASEMENT AGREEMENT

This Parking Easement Agreement (the "Agreement") is entered into this // day of 2013, by and between Blackjack Ridge, LLC, a Utah limited liability company ("Blackjack"); Frank D. Perkins III ("Perkins"); Little Cottonwood Vista, LLC, a Utah limited liability company ("LCV"); and Joseph T. Sorenson; (each, individually, a "Grantor" and collectively, "Grantors"); The View Condominium Owners' Association, Inc., a Utah non-profit corporation ("Grantee"); and MSICO, L.L.C., a Utah limited liability company ("MSICO"). Grantors, Grantee and MSICO are sometimes referred to herein as a "Party" and collectively as the "Parties."

RECITALS

- A. Grantors are the owners of the real property situated in the Town of Alta, Salt Lake County, Utah, described on **Exhibit "A"** attached hereto (the "Grantors' Property"). The Grantors' Property is comprised of several building pads (each, a "Building Pad"), upon which it is contemplated that permanent, single-family dwelling units will be constructed (each, a "Dwelling Unit").
- B. Grantee is the owner of the real property situated in the Town of Alta, Salt Lake County, Utah described on **Exhibit "B"** attached hereto (the "Grantee Property").
- C. MSICO (which is not included as one of the "Grantors" as that term is used in this Agreement) has agreed to pay for certain construction costs, as more fully described in this Agreement.
- D. The parties desire to enter into this Agreement for the purpose of granting a perpetual, exclusive easement in favor of Grantee for vehicle parking on, over and across a portion of the Grantors' Property (the "Easement Property") and providing for the initial construction of certain parking improvements on the Easement Property to be performed and paid for by MSICO, all as further described herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors, Grantee and MSICO agree as follows:

1. <u>Grant of Easement</u>. Subject to the provisions of Section 4 below, Grantors hereby grant to Grantee, its successors and assigns, for the use and benefit of Grantee's tenants,

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employees, guests, and invitees, as an easement appurtenant to the Grantee Property and every part thereof, a perpetual (subject to Section 9 below) easement over, upon and across the Easement Property for the purpose of vehicular parking upon three (3) parking stalls on the Easement Property (the "Parking Stalls"), together with rights of ingress and egress thereto from Blackjack Road. The easement rights granted herein are for the exclusive use and benefit of Grantee, its successors, assigns, tenants, employees, guests and invitees.

- Size and Location of Easement Property and Parking Stalls. Grantors, Grantee and MSICO agree that the Parking Stalls and any Temporary Parking Stalls (as defined in Section 4 hereof) used during periods of construction will at all times: (a) be located perpendicular to Blackjack Road; (b) be immediately adjacent to and accessible from Blackjack Road; (c) have a parking surface area of not less than nine (9) feet wide by eighteen (18) feet deep in size, excluding retaining walls; (d) have overhead clearance of at least ten (10) feet if Grantors decide to build over or cover any of the Parking Stalls (but the Parking Stalls are not required to be covered); and (e) not be heated. Subject to the foregoing provisions of this Section 2, the design, architecture, materials, and exact location of the Easement Property, the Parking Stalls and Temporary Parking Stalls on Grantors' Property will be determined by Grantors. A possible configuration of the Easement Property and Parking Stalls is depicted on Exhibit C attached hereto (the "Default Configuration"). However, the depiction of the Parking Stalls on Exhibit C is illustrative only. The exact dimensions, orientation and location of the Parking Stalls are governed by the provisions contained herein rather than by Exhibit C. In the event of any inconsistencies between the provisions of this Agreement and Exhibit C, this Agreement will control. Grantors and MSICO may construct the Parking Stalls according to the Default Configuration, or Grantors may agree among themselves to move any of the stalls in order to better use the property of a Grantor, or they may cluster one or more of the Parking Stalls together. Unless Grantors agree unanimously on a different configuration, however, the Easement Property will be located and MSICO will construct the Parking Stalls in accordance with the Default Configuration. In the event the Permanent Parking Stalls are constructed in a manner inconsistent with the Default Configuration, Grantors shall record a supplement to this Agreement describing and/or showing the exact location of the Permanent Parking Stalls. In any event, the Parking Stalls must at all times comply with the requirements (a) through (e) contained in the first sentence of this Section.
- 3. Reservation of Air Space Over Parking Stalls. The easement granted herein does not include air rights or air space over the Parking Stalls. Subject to the requirement that the Parking Stalls have overhead clearance of at least ten (10) feet, Grantors reserve all rights to use the air space over the Parking Stalls in a manner not inconsistent with the parking and ingress and egress rights expressly granted to Grantee herein.
- 4. <u>Construction of Parking Stalls</u>. Until such time as construction of a Dwelling Unit commences on a particular Building Pad of the Grantors' Property, Grantors shall have the option to construct (or cause MSICO to construct) temporary parking stalls, which parking stalls shall be graded, graveled, covered with at least a thin layer of asphalt (the "Temporary Parking Stalls"), and MSICO shall pay all costs associated with the construction of the Temporary Parking Stalls. However, upon completion of construction of a Dwelling Unit on a Building Pad, Grantors and MSICO shall cause that any Parking Stall located on such Building Pad be

constructed of permanent materials such as concrete pavement in accordance with Section 2 above (the "Permanent Parking Stalls") as soon as reasonably practicable but in no event later than the end of the building season following issuance of a certificate of occupancy for the respective Dwelling Unit. Except as otherwise provided in this Section 4, MSICO shall be solely responsible for the construction and improvement of the Parking Stalls, including obtaining all necessary governmental permits and approvals for the construction and use of the Parking Stalls; provided, however, that Grantee shall pay up to a maximum of ten thousand dollars (\$10,000.00) for construction of the Permanent Parking Stalls (which shall include the costs of moving existing power boxes), and MSICO shall pay all other costs associated with the construction and development of the Parking Stalls (including without limitation the preparation and recording of a supplement to this Agreement describing and/or showing the exact location of the Permanent Parking Stalls in accordance with Section 2 above); provided further, that in the event MSICO is unable or refuses to meet its payment obligation or any other obligations hereunder, then Grantors shall be jointly and severally responsible for such obligations. Grantee's \$10,000 contribution shall be paid as a reimbursement to MSICO within ten (10) days after receipt of a written invoice showing that MSICO has expended at least \$10,000 for the construction and development of the Permanent Parking Stalls. The Parking Stalls (whether Temporary or Permanent) will be completed and made available for use by no later than August 15, 2013.

- 5. <u>Maintenance</u>. Until such time as the Permanent Parking Stalls are complete and ready for use, MSICO shall be solely responsible to maintain and repair the Temporary Parking Stalls in a clean and safe manner and shall pay all costs associated with such maintenance and repair. However, such maintenance and repairs shall not include snow removal or trash removal, which will be paid for by Grantee. Upon completion of the Permanent Parking Stalls, Grantee shall be solely responsible to maintain and repair the pavement, retaining walls, and striping (if any) of the Permanent Parking Stalls in a clean and safe manner so as to preserve the natural beauty of the surroundings and shall pay all costs associated with such maintenance and repair.
- 6. Snow Removal from Parking Stalls. As of the date the Parking Stalls are ready for use as provided herein, whether they be Temporary or Permanent Parking Stalls, Grantee shall be solely responsible for snow removal from the Parking Stalls and all costs associated with such snow removal. Without limiting the foregoing, Grantors shall have no affirmative obligation to prevent snow from sliding onto the Parking Stalls or to limit Grantors' development of their Property because of the possibility of snow sliding onto the Parking Stalls. So long as construction of a Dwelling Unit has not commenced on a Building Pad, Grantee may remove snow from the Parking Stalls onto such Building Pad, the right of Grantee to remove snow from the Parking Stalls onto such Building Pad shall cease permanently. Grantee shall not be obligated to remove snow from any Parking Stall that is not in use or that it does not intend to use, in its sole and absolute discretion.
- 7. <u>Representations and Warranties of Grantors</u>. Grantors hereby represent and warrant to Grantee as follows:
- (i) Each Grantor represents and warrants, as to itself only, that such Grantor has the requisite corporate power (or similar entity power, if Grantor is an entity other than a

corporation) and authority to execute, deliver and enter into this Agreement. The execution and delivery by each Grantor of this Agreement have been duly authorized by all necessary action by such Grantor. No further approval, consent or filing by Grantor is necessary for Grantor to enter into and be bound by this Agreement.

- (ii) Grantors, collectively, own and have good legal title to the Easement Property.
- (iii) Each Grantor represents and warrants, as to itself only, that such Grantor shall not, without the prior written consent of Grantee, agree or consent to any amendment or modification of any agreement, easement, covenant, condition or restriction by which such Grantor is bound or to which such Grantor is a party which would adversely affect Grantee's use and enjoyment of the Parking Stalls as contemplated herein.
- 8. <u>Use Restrictions</u>. The Easement Property and Parking Stalls shall be used and enjoyed subject to the following limitations and restrictions (the "*Restrictions*"):
- (i) The Parking Stalls shall be used exclusively by Grantee, its tenants, employees, guests, and invitees (sometimes referred to herein as the "Permitted Users") for the purpose of parking licensed, operational, non-commercial passenger vehicles at any time and Grantee shall be entitled to erect signs stating that the Parking Stalls are reserved for the exclusive use of guests and invitees of Grantee. Any sign permitted by this paragraph will not exceed two (2) square feet in size and the design must be approved in advance by the Grantor who owns the property on which the sign is proposed to be erected, which approval will not be unreasonably denied, withheld or delayed; provided, however, that if such Grantor has not responded to a request for approval within twenty (20) business days of receipt of such request, then approval shall be deemed given.
- (ii) In no event shall a single vehicle be parked in a Parking Stall for a continuous period longer than two weeks at a time;
- (iii) Neither Grantee nor Grantor, nor any of their respective tenants, employees, guests, invitees, heirs, successors or assigns, may use the Parking Stalls for storage, location of trash containers, parking of construction vehicles or equipment, parking of snow removal vehicles or equipment, or for any other purpose other than the parking of non-commercial passenger vehicles as provided in Section 7(i) above;
- (iv) Grantee, its successors and assigns, shall provide parking display tags to its Permitted Users using the Parking Stalls and instruct such Permitted Users to display the parking tags at all times when using the Parking Stalls;
- (v) All vehicles parked in the Parking Stalls by Grantee's Permitted Users will be parked within the respective boundaries of the Parking Stalls (the width and depth will be marked by retaining walls or other visible markings). Use and enjoyment of the Parking Stalls by Grantee or its Permitted Users shall not encroach upon the air rights reserved by Grantors, upon a Building Pad or such Building Pad's driveway, parking or utility access, or interfere with

snow removal equipment or emergency vehicle access; provided, however, that if a vehicle is parked within the marked boundaries of the Parking Stalls as provided herein and the vehicle and its contents or attachments do not exceed ten (10) feet in height, then such parking will be conclusively deemed to not encroach upon the reserved air rights, a Building Pad or such Building Pad's driveway, parking or utility access or interfere with snow removal equipment or emergency vehicle access;

- (vi) Neither Grantee nor Grantors, nor any of their respective tenants, employees, guests, invitees, heirs, successors and assigns, shall affirmatively store or place snow, or cause snow to be stored or placed, in the Parking Stalls; *provided, however*, that Grantors, their respective tenants, employees, guests, invitees, heirs, successors and assigns shall not be obligated to take affirmative action to prevent snow from naturally falling or sliding into the Parking Stalls and shall have no obligation to remove snow placed in the Parking Stalls by third parties;
- (vii) Grantors, and each of them, reserve and each Grantor shall have the right, after 24 hours verbal notice to Grantee, to tow or otherwise remove vehicles, personal property or equipment which are parked or stored in the Parking Stalls located on that Grantor's property in violation of any of the rules and restrictions contained herein governing use of the Parking Stalls, at the expense of the owner of such vehicles, personal property or equipment. In order to give the verbal notice to Grantee required by this paragraph the Grantor desiring to give notice will try to contact the manager of Grantee at the telephone number shown in Section 11 (or, if Grantors have been given written notice of a new telephone number, then at the new telephone number). If the Grantor is unable to contact the manager, he or she will try to contact the president of Grantee at the telephone number shown in Section 11 (or at the new telephone number if Grantors have been given written notice of a new telephone number). If the Grantor is unable to reach either the manager or president at the applicable telephone numbers but if there are answering machines at either or both numbers, Grantor will leave voice messages on the answering machine(s). No further notice efforts will be required; and
- (viii) Grantee and Grantors shall keep their respective guests and invitees informed of the rules and restrictions contained herein governing use of the Parking Stalls.
- 9. <u>Violations</u>. In the event of any violation by Grantee or its Permitted Users of the Restrictions or other provisions of this Agreement, the affected Grantor shall send written notice of the violation (the "Notice of Violation") to the Grantee in the manner set forth in Section 10 below and Grantee shall have five (5) days from the date of receipt of the Notice of Violation to cure the violation. If Grantee fails or refuses to cure the violation within such five (5) day period, then Grantee shall pay the affected Grantor damages equal to five hundred dollars (\$500.00) per day from the date that the Notice of Violation was given until the violation is cured. If the violation is not cured within thirty (30) days from receipt of the date of the Notice of Violation, or if a violation occurs in the same Parking Stall within ninety (90) days after the prior violation has been cured, then the affected Grantor shall send a second written notice of the violation (the "Second Notice of Violation") to Grantee in the manner set forth in Section 10 below. Grantee shall pay (or continue to pay) damages in the amount of five hundred dollars (\$500.00) per day until the violation is cured and, in the event of a continued violation by

Grantee that is not cured within thirty (30) days from the date of receipt of the Second Notice of Violation, then the easement and use rights over the applicable Parking Stall may be permanently terminated by the Grantor. A violation of the Restrictions or other provisions of this Agreement by someone other than Grantee or Grantee's guest, invitee, employee, agent, successor, assignee or other person under the control of Grantee shall not be deemed a violation by Grantee.

10. Indemnification; Insurance.

- (i) Grantee shall defend, indemnify and hold Grantors harmless for, from and against any claim of liability and/or loss, cost, damage or expense, arising out of or in connection with the use of the Easement Property or Parking Stalls by Grantee, its tenants, agents, employees, contractors, guests and invitees.
- (ii) Grantee, and its successors and assigns, at its sole cost and expense, shall maintain comprehensive general liability insurance covering acts or omissions of Grantee relating to the Easement Property. Said insurance shall be on an occurrence basis against claims for personal injury, including without limitation, bodily injury, death or property damage, occurring on or about the Easement Property, such insurance to afford immediate protection, from the date of recordation of this Easement Agreement in the records of Salt Lake County, Utah, and at all times thereafter, with respect to personal injury or death to any one or more persons, or to damage to property. Such insurance shall designate, and be for the benefit of, Grantee as the named insured and Grantors as additional insureds. The limits of this insurance shall not limit the liability of Grantee pursuant to Section 9(a) above.
- Notices. Except as otherwise provided in this Agreement or required by law, all notices, consents, approvals or other instruments required or permitted to be given by any Party pursuant to this Agreement shall be in writing and given by (a) hand delivery; (b) facsimile; (c) express overnight delivery service by a nationally recognized courier service; or (d) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon (i) receipt, if hand delivered; (ii) transmission, if delivered by facsimile; (iii) the next business day, if delivered by express overnight delivery service; or (iv) the third business day following the day of deposit of such notice with the United States Postal Service, if so sent by certified or registered mail. Notices shall be provided to the Parties at the addresses (or facsimile numbers, as applicable) specified below or such other address as shall have been provided by said party by proper notice as set forth in this Section:

If to Grantors:

Blackjack Ridge, LLC and Frank D. Perkins, III c/o CCR PO Box 920071 Snowbird, Utah 84092-0071 Facsimile: (801) 742-2807 and (801) 742-3881

Little Cottonwood Vista, LLC c/o MSICO, L.L.C.
2511 South West Temple Street

Salt Lake City, Utah 84115 Facsimile: (801) 461-9718

Joseph T. Sorenson c/o MSICO, L.L.C. 2511 South West Temple Street Salt Lake City, Utah 84115 Facsimile: (801) 461-9718

With a copy to:

William Meaders Kirton & McConkie 60 East South Temple, Suite 1800 Salt Lake City, Utah 84111

If to Grantee:

The View Condominium Owners' Association

P.O. Box 8065 Alta, UT 84092 Facsimile: 801-257-1800

Telephone: 801 - 243 - 3857

With a copy to:

Robert E. Mansfield Snell & Wilmer 15 West South Temple, Suite 1200 Beneficial Tower Salt Lake City, UT 84101-1004

- Running of Benefits and Burdens. All provisions of this Agreement, including 12. the benefits and burdens, run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
- Attorneys' Fees. In the event of any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive its costs, attorneys' fees, and litigation expenses, in an amount determined by the court and not by a jury.
- Construction. This Agreement shall be construed in accordance with the laws of the State of Utah, regardless of conflict of laws principles.
- Amendments; Termination. This Agreement may be amended only by recording, in the office of the Recorder of Salt Lake County, Utah, an instrument in writing reciting such amendment, bearing the acknowledged signatures of all Parties hereto, or their successors and assigns. Grantee, its successors and assigns, may elect to terminate this Agreement at any time by recording a notice of termination in the records of Salt Lake County, Utah. In the event of a violation by Grantee or its Permitted Users which continues after the notice and cure periods

described in Section 9 hereof, the easement and right to use a Parking Stall may be terminated as provided in Section 9. Otherwise, this Agreement may only be terminated by recording, in the office of the Recorder of Salt Lake County, Utah, an instrument in writing giving notice of such termination, bearing the acknowledged signatures of all Parties hereto, or their successors and assigns.

[Remainder of Page Intentionally Left Blank]

DATED as of the day and year first above written.

GRANTORS:
Jaji Ang
Joseph A! Sorenson
Frank D. Perkins III
DL I'm D'Im II G
Blackjack Ridge, LLC
D
By:Name:
Title:
Little Cottonwood Vista, LLC
Ettie Cottonwood Vista, EEC
R _V .
By:Name:
Title:

described in Section 9 hereof, the easement and right to use a Parking Stall may be terminated as provided in Section 9. Otherwise, this Agreement may only be terminated by recording, in the office of the Recorder of Salt Lake County, Utah, an instrument in writing giving notice of such termination, bearing the acknowledged signatures of all Parties hereto, or their successors and assigns.

[Remainder of Page Intentionally Left Blank]

DATED as of the day and year first above written.

GRANTORS:

Joseph T. Sorenson
South Derlem
Frank D. Perkins III
Blackjack Ridge, LLG frank Deterla
By Jank Delson
Name: TRANK D. PERKINS " Title: MANACING PARTNER
Little Cottonwood Vista, LLC
By:
Name:
Title:

described in Section 9 hereof, the easement and right to use a Parking Stall may be terminated as provided in Section 9. Otherwise, this Agreement may only be terminated by recording, in the office of the Recorder of Salt Lake County, Utah, an instrument in writing giving notice of such termination, bearing the acknowledged signatures of all Parties hereto, or their successors and assigns.

[Remainder of Page Intentionally Left Blank]

DATED as of the day and year first above written.

GRANTORS:		
Joseph T. Sorenson		
Frank D. Perkins III		
Blackjack Ridge, LLC		
By:		
Name:		
Title:		
Little Cottonwood Vista, LLC		
By: Jan P. D.		
Name: DALE P. HAPPRIS		
Title: MAN 4 GER		

STATE OF UTAH)) ss.	
COUNTY OF SALT LAKE)	
The foregoing instrument was acknown 2013, by Joseph T. Sorenson.	owledged before me this 4th day of Formur
	Busler NOTARY PUBLIC
My Commission Evnisor	Notary Public
My Commission Expires:	Residing at: BRENT A. ANDREWSEN Commission #600178 My Commission Expires August 12, 2014 State of Utah
STATE OF UTAH)) ss.	
COUNTY OF SALT LAKE)	
The foregoing instrument was acknown 2013, by Frank D. Perkins III.	owledged before me this day of
	NOTARY PUBLIC
My Commission Expires:	Residing at:

STATE OF UTAH)	
COUNTY OF SALT LAKE)	
The foregoing instrument was acknown 2013, by Joseph T. Sorenson.	owledged before me this to day of Eebruary.
	NOTARY PUBLIC
My Commission Expires:	Residing at:
STATE OF UTAH) ss. COUNTY OF SALT LAKE)	
The foregoing instrument was acknown 2013, by Frank D. Perkins III.	owledged before me this 6th day of February
	Augan Cohen NOTARY PUBLIC
My Commission Expires: 12.07.2013	Residing at: Sandy, UT
	Notary Public SUSAN COHEN Commission #560748

December 7, 2013 State of Utah

STATE OF UTAH)	
) ss. COUNTY OF SALT LAKE)	
The foregoing instrument was ack 2013, by Frank D. Perkins III, the Managing liability company, on behalf of said limited	nowledged before me this 6 day of February, <u>g Partner</u> of Blackjack Ridge, LLC, a Utah limited d liability company.
	Ausan Cohen
	NOTARY PUBLIC
My Commission Expires: 12.07, 2013	Residing at: Sandy, UT
STATE OF UTAH)) ss.	My Commission Expires December 7, 2013 State of Utah
COUNTY OF SALT LAKE)	
The foregoing instrument was ack 2013, by, the, the limited liability company, on behalf of said	nowledged before me this day of, of Little Cottonwood Vista, LLC, a Utah d limited liability company
	NOTARY PUBLIC
My Commission Expires:	Residing at:

STATE OF UTAH)	
COUNTY OF SALT LAKE)	
The foregoing instrument was acknown 2013, by, the	owledged before me this day of, of Blackjack Ridge, LLC, a Utah limited liability company.
	NOTARY PUBLIC
My Commission Expires:	Residing at:
STATE OF UTAH)	
) ss. COUNTY OF SALT LAKE)	
The foregoing instrument was acknown 2013, by Dale Harris, the Man limited liability company Notar penalicof said WENDY PALMER Commission #579084 My Commission Expires May 6, 2013 State of Utah	owledged before me this 5th day of Floryary, again of Little Cottonwood Vista, LLC, a Utah limited liability company Why Spalmer NOTARY PUBLIC Residing at: Salt-Lake County
My Commission Expires:	Residing at: Salt-Lake County_
5-6-13	

MSICO, L.L.C., a Utah limited liability company
By: Alexandra Name: Greg Taylor Title: Secretary
STATE OF UTAH)) ss. COUNTY OF SALT LAKE)
The foregoing instrument was acknowledged before me this Dham day of Homan 2013, by Gray Taylor, the Wandow of MSICO, L.L.C., a Utah limited liability company, on behalf of said company. Notary Public WENDY S PALMER Commission Expires May 6, 2013 May 6, 2013
May 6, 2013 May 6, 2013 State of Utah NOTARY PUBLIC Residing at: Sulf Lake County 5-6-13

Easement Agreement

GRANTEE:

THE VIEW CONDOMINIUM OWNERS' ASSOCIATION, INC., a Utah non-profit corporation

Ву:	made all aft	
Name: _	MARK W HOFFMAN	
Title:	Provident.	
	•	

STATE OF UTAH)	
)	SS
COUNTY OF SALT LAKE)	

The foregoing instrument was acknowledged before me this <u>26</u> day of <u>February</u>, 2013, by <u>Mark W. Hoffman</u>, the <u>President</u> of The View Condominium Owners' Association, Inc., a Utah non-profit corporation, on behalf of the corporation.

Ausan Cohen
NOTARY PUBLIC

My Commission Expires:

Residing at: <u>Sandy</u>, UT

12.07.2013

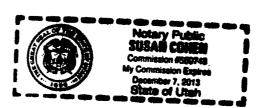


EXHIBIT A

Description of Grantors' Property

Lot 5, Sugarplum Amended, as shown on that certain plat recorded November 26, 1984, as Entry No. 4019736, Book 84-11 of Plats, page 181, in the office of the Salt Lake County Recorder.

Tax Parcel ID Numbers: 30064280320000; 30064280330000; 30064280340000; 30064280350000; 30064280360000

EXHIBIT B

Description of Grantee Property

Unit M and Units 1 through 22, inclusive, THE VIEW, a Utah Condominium Project, as the same is identified and shown on the Record of Survey Map of said project, recorded January 21, 1986, as Entry No. 4191669, in Book 86-1 of Plats, at Page 4, of Official Records, as further defined and described in the Declaration of Condominium of THE VIEW, recorded January 21, 1986, as Entry No. 4191670, in Book 5729, at Page 1310 of Official Records, and subsequent amendments thereto.

EXHIBIT C

Description of Easement Property and Parking Stalls

