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Book - 10568 Pg - 823-826  
Gary W. Ott  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 4 P.

When recorded mail to:  
Kirton & McConkie  
Attn: Thomas K. Checketts  
50 East South Temple, Suite 400  
Salt Lake City, UT 84111

CT-89574 AP  
Prior parcel 15-30401-015

(Space above this line for Recorder's use only.)

### DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (this "Declaration") is made this 14<sup>th</sup> day of June, 2017, (the "Effective Date") by SUBURBAN LAND RESERVE, INC., a Utah corporation ("Declarant"), in contemplation of the following facts and circumstances:

A. Declarant is the owner of certain real property, being approximately 23.05 acres in West Valley City, Utah (the "City"), commonly known as the Stonebridge Park Commercial Subdivision, which Declarant is developing into a commercial development (the "Development").

B. The Development is subject to the terms and conditions of that certain Master Declaration of Easements, Covenants and Restrictions for Lake Park Corporate Centre dated February 1, 1996, recorded February 6, 1996 as Entry No. 6274549, Book 7325, Page 0615, in the official records of the Salt Lake County Recorder, State of Utah, as amended by that certain First Amendment and Supplement to Master Declaration Of Easements, Covenants and Restrictions for Lake Park Corporate Centre, dated September 10, 2001, recorded October 12, 2001 as Entry No. 8028521, Book 8510, Page 7400, in the official records of the Salt Lake County Recorder, State of Utah, and by that certain Second Amendment to Master Declaration of Easements, Covenants and Restrictions for Lake Park Corporate Centre, dated July 2, 2009, recorded September 2, 2009 as Entry No. 10790211, Book 9760, Page 2605, in the official records of the Salt Lake County Recorder, State of Utah (collectively, the "Declaration").

C. The Development includes approximately three and seventy hundredths (3.70) acres described on Exhibit "A", attached hereto and incorporated herein by reference (the "Property"), which Declarant intends to be developed and used for the construction and occupancy of Great Salt Lake Council, Inc., Boys Scouts of America headquarters building.

D. In addition to the easements, covenants and restrictions imposed on the Property by the Declaration, Declarant desires to restrict the use of the Property, as set forth herein.

NOW THEREFORE, it is hereby declared as follows:

1. Restrictive Covenant and Restrictive Period. For a period beginning at the Effective Date and continuing for twenty years thereafter (the "Restrictive Period"), the Property shall be used for the primary purposes of the Great Salt Lake Council, Inc., Boys Scouts of America (the "BSA") headquarters building (the "Restrictive Covenant"). The term "primary purposes" shall mean that BSA shall not (i) transfer more than thirty percent (30%) of BSA's ownership interest in the headquarters building or the Property to an entity that is not an Affiliate, or (ii) lease or otherwise relinquish possession of more than thirty percent (30%) of the square footage of the headquarters building to an entity that is not an Affiliate. For purposes of this Declaration, (i) an "Affiliate" is defined as any corporation, person or other entity that, directly or indirectly controls, is controlled by, or is under common control with BSA or with Boy Scouts of America; (ii) "Boy Scouts of America" means Boy Scouts of America, the national organization that has issued a charter to BSA; and (iii) "control" means the possession, directly or indirectly, of the

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power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise. The Restrictive Covenant will automatically terminate and be of no further force nor effect after the lapse of the Restrictive Period.

2. Enforcement of Restrictive Covenant. Declarant, or any party to whom Declarant may assign the rights granted under this Declaration, shall have the authority to enforce the Restrictive Covenant against any person or persons violating or attempting to violate the same and may enter proceedings at law or in equity to restrain a violation of the Restrictive Covenant and to recover damages for the breach or violation thereof. A violation of the Restrictive Covenant may result in immediate irreparable harm for which monetary damages alone are not adequate.

3. Covenants Run with the Land. The Restrictive Covenant created hereby shall run with the land and shall be binding upon any owner or occupant of the Property or any part thereof.

4. Amendment. This Declaration may be amended only by recorded written instrument signed by Declarant and the owner of the Property as of the date of the recording of this Amendment. Any such amendment shall take effect upon such recording.

5. No Third Party Beneficiary. This Declaration has been executed and recorded for the benefit of Declarant, its successors or assigns, and any subsequent owner of real property which shall be located within the Development and adjacent to and reasonably contiguous with the Property (the "Benefitted Property"). No other party shall be construed to be an intended third party beneficiary of any of the rights, duties or obligations set forth herein and no party other than Declarant, its successors or assigns, or the then current owner of the Benefitted Property shall, therefore, have the right to enforce any provision hereof. The right to amend this Declaration shall remain with Declarant without regard to whether or not Declarant owns any real property in the Development, subject to an assignment of declarant's rights pursuant to the provisions of Section 2 above.

6. Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

7. Captions. The titles, headings and captions used herein are for convenience only and are not a part of this Declaration and shall not be considered in construing, nor shall same be used to limit or amplify the terms and provisions hereof.

8. Invalidity of Provision. If any provision of this Declaration as applied to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Declaration, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Declaration as a whole.

9. Governing Law. This Declaration and the exhibit attached hereto shall be governed by and construed under the laws of the State of Utah, without regard to conflicts of law principles.

*[signature page follows]*

EXECUTED to be effective as of the date of recording in the Office of the Salt Lake County Recorder.

DECLARANT:

SUBURBAN LAND RESERVE, INC.  
a Utah corporation

By: R. Steven Romney  
Name: R. Steven Romney  
Its: President  
*SR*

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

On this 12<sup>th</sup> day of June, 2017, before me personally appeared R. Steven Romney, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the president of SUBURBAN LAND RESERVE, INC., a Utah corporation, and that the foregoing document was signed by him on behalf of said corporation in his capacity as President.

Colette D. Yates  
Notary Public



**EXHIBIT A**

(Property Legal Description)

All of Lot 3 of the Stonebridge Park Commercial Subdivision recorded in the Official Records of the Salt Lake County Recorder.