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Gary W. Ott
Recorder, Salt Lake County, UT
SUTHERLAND TITLE
BY: eCASH, DEPUTY - EF 13 P.

AFTER RECORDING PLEASE RETURN TO:

David E. Gee, Esq.
PARR BROWN GEE & LOVELESS
101 South Second East, Suite 700
Salt Lake City, Utah 84111

DECLARATION OF NONEXCLUSIVE EASEMENTS
(Utility Facilities)

THIS DECLARATION OF NONEXCLUSIVE EASEMENTS (the "**Easement Agreement**") is made this 9th day of September, 2015 by and among HARVARD PLACE, LLC, a Utah limited liability company, MARK L. GREEN, AS TRUSTEE OF THE MARK L. GREEN TRUST, PAUL M. JENSEN, AS TRUSTEE OF THE PAUL M. JENSEN TRUST and WILLOW KAMPROS RAPELA, AS SUCCESSOR TRUSTEE OF THE MICHAEL GEORGE KAMPROS FAMILY TRUST (collectively as "**Declarants**" or individually as a "**Declarant**").

RECITALS:

A. Declarants own the Lots (as defined below) as tenant-in-common.

B. Declarants desire to establish non-exclusive easements appurtenant to the Lots for certain Utility Facilities (as defined below) to be constructed and maintained on the Lots.

NOW, THEREFORE, for the foregoing purposes, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarants create and grant the following easements, all of which apply to, bind, affect, benefit and run with the land to each Lot.

1. **Definitions.** Certain capitalized terms that are used in this Easement Agreement are defined in this Easement Agreement prior to this Section. In addition to those previously defined capitalized terms, the following capitalized terms shall have the meanings or references indicated below:

"Benefited Parties" means, with respect to a Lot, the Owners and Occupants of that Lot, and their respective employees, customers, guests and invitees.

"Easement Area" means the area so depicted and labeled on the Site Plan in which the Utility Facilities shall be constructed.

"Governmental Authorities" means all governmental or quasi-governmental units, commissions, councils, boards, agencies, staffs or similar bodies having jurisdiction over a specified matter.

"Government Requirements" means all laws, ordinances, statutes, regulations or other similar laws with respect to a specified matter promulgated by Governmental Authorities.

“Lot” means any one of the Lots.

“Lots” means Lot 2E, Lot 2F and Lot 2G.

“Lot 2E, Lot 2F and/or Lot 2G” means the tracts of land described on Exhibit “A”.

“Mortgage” means a recorded mortgage, deed of trust or other security agreement creating a lien on any interest in a Lot as security for the payment of indebtedness or performance of other obligations.

“Mortgagee” means a Person which is the mortgagee, beneficiary, secured party or other person holding the lien or security interest under a Mortgage.

“Occupant” means any Person that, pursuant to a lease, concession, rental arrangement, license or any other instrument, agreement, contract, document, understanding or arrangement (whether written or oral) is entitled to or does occupy, possess or use any Lot or any portion of a Lot.

“Owner” means the Person that, at a specified time, is the owner of record in the office of the County Recorder of Salt Lake County, Utah, of a fee or an undivided fee interest as a tenant-in-common in a Lot or portion of a Lot and does not include a Person who owns any lessee interest in a Lot. In the event that, at any time, there is more than one Owner of a Lot, the liability of each such Owner for performance or compliance with the applicable provisions of this Easement Agreement shall be joint and several. Notwithstanding any applicable theory relating to a Mortgage, the term **“Owner”** shall not mean or include a Mortgagee unless and until such Person has acquired fee title to the Lot encumbered by a Mortgage pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof.

“Person” means a natural person, legal entity or trust.

“Plans” means specifications and drawings by Legacy Design Group, LLC of the Utility Facilities.

“Site Plan” means the Site Plan attached as Exhibit “B”.

“Utility Facilities” means the utility facilities for a sanitary sewer line to be constructed on the Lots within the Easement Area. The Utility Facilities will provide sanitary sewer service the Lots. The location of the Utility Facilities is depicted on the Site Plan.

2. **Grant of Easements.** Declarants hereby create and grant reciprocal non-exclusive easements over and across the Easement Area as located on each Lot for:

- a. A non-exclusive easement over and across the Easement Area for the Utility Facilities.
- b. Non-exclusive easements across the access areas on the Lots to the

Easement Area for the purpose of furnishing access and the right of access to the Utility Facilities for the purpose of reconstructing, repairing, maintaining, operating and inspecting the Utility Facilities.

The foregoing easements shall be appurtenant to each of the Lots.

3. Utility Facilities.

a. Construction of Utility Facilities. The Owner of Lot 2G shall construct the Utility Facilities at the cost and expense of the Owners of all of the Lots as specified in a separate agreement between them. Once commenced, construction of the Utility Facilities shall be diligently pursued to completion. Construction of the Utility Facilities shall be performed in a good and workmanlike manner and in accordance with all Governmental Requirements. The Utility Facilities shall be constructed to the specifications set forth in the Plans. Each Owner shall have the right to connect to the Utility Facilities at its own cost and expense and in accordance with all Governmental Requirements.

b. Maintenance. Once the Utility Facilities are constructed, the Owners of the Lots shall maintain the entire Utility Facilities in good order, condition and repair. Each Owner shall at its sole cost and expense promptly repair any damage caused by its negligence or intentional act or the negligence or an intentional act of one of its employees, agents, invitees, or guests. Other maintenance shall be performed by the Owner of Lot 2G at the cost and expense of all Owners, which cost and expense shall be allocated among the Lots on a pro rata basis proportionate to the total acreage of the Lots. In the event an Owner of a Lot neglects or refuses to pay its share of maintenance cost or expense within thirty (30) days after receiving written request for payment from the Owner of Lot 2G, any other Owner of a Lot may pay part or all of the defaulting Owner's share of the cost and expense of such repair, and any Owner paying such share shall have a lien against the non-paying Owner's Lot for the amount of such payment, plus costs, reasonable attorneys' fees, and interest at the highest legal rate.

4. Approval of Easement Area Site Plan. The location of the Easement Area on the Site Plan is hereby approved by Declarants.

5. Title and Mortgage Protection. No amendment to this Easement Agreement shall in any way affect the rights of any Mortgagee pursuant to a Mortgage that is recorded at the time of the recordation of the amendment, or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, unless such Mortgagee consents or subordinates its lien in writing to such amendment. A breach of any of the covenants, provisions, or requirements of this Easement Agreement shall not result in any forfeiture or reversion of title or of any other interest in a Lot. A breach of any of the covenants, provisions, or requirements of this Easement Agreement shall not defeat, impair or render invalid the lien of or other rights under any Mortgage; provided, a lien arising under this Easement Agreement shall have priority over the Mortgage if a notice of such lien is recorded prior to the date of recordation of a Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu

thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Easement Agreement except the obligation to subordinate its lien or security interest to this Easement Agreement.

6. Amendment or Termination; Duration of Easement Agreement. This Easement Agreement may be amended or terminated by, but only by an instrument filed for record in the office of the County Recorder of Salt Lake County, Utah that is executed by all of the Owners of each of the Lots. The term of this Easement Agreement is perpetual; this Easement Agreement shall be and remain in force and effect until terminated by a written agreement pursuant to this Section.

7. Covenants to Run with Land. This Easement Agreement and the easements and covenants created by this Easement Agreement are intended by the Declarants to be, and shall constitute, covenants running with the land as to each of the Lots, and shall be binding upon and shall inure to the benefit of each Owner and Occupant and any other Person who acquires or comes to have any interest in any Lot, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. This Easement Agreement and all of the easements, covenants, provisions, and requirements with of this Easement Agreement shall also inure to the benefit of each and each Person owning any interest in or occupying any portion of a Lot. Each Owner shall have the obligation to comply with, and all interests in each Lot shall be subject to, the terms of this Easement Agreement. By acquiring, in any way coming to have an interest in, or occupying a Lot, the Person so acquiring, coming to have such interest in, or occupying a Lot, shall be deemed to have consented to, and shall be bound by, each and every provision of this Easement Agreement.

8. Enforcement. The Owner of a Lot shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions, covenants and requirements of this Easement Agreement. Any failure to insist upon the strict performance or compliance with any of the terms, provisions, restrictions, covenants and requirements of this Easement Agreement shall not result in or be construed to be an abandonment or termination of this Easement Agreement or any waiver of the right to insist upon such performance or compliance with the terms of this Easement Agreement in the future. If any action is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of this Easement Agreement, the party prevailing in such action shall be entitled to recover from the unsuccessful party in such action reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

9. Effective Date. This Easement Agreement, any amendment or termination of this Easement Agreement, and any supplement hereto shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

10. Miscellaneous.

a. Titles, Captions and References. All Section titles or captions in this

Easement Agreement are for convenience only, shall not be deemed part of this Easement Agreement and in no way define, limit, extend or describe the scope or intent of any provisions of this Easement Agreement. When this Easement Agreement refers to a Section by number or other designation, such reference shall be deemed to be to the correspondingly numbered Section of this Easement Agreement unless the context refers to a section in another agreement, document or instrument.

b. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Easement Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

c. Applicable Law. This Easement Agreement shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules that would apply the law of another jurisdiction.

d. Counterparts. This Easement Agreement may be executed in any number of counterparts. Each such counterpart of this Easement Agreement shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

e. Exhibits. All exhibits attached to this Easement Agreement are expressly made a part of and incorporated in this Easement Agreement as fully as though completely set forth in this Easement Agreement.


f. Time of Essence. Time is of the essence with respect to the obligations set forth in this Easement Agreement.

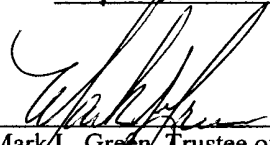
[Signatures commence on following page]

IN WITNESS WHEREOF, the Declarants have executed this Easement Agreement as of the date first set forth above.

DECLARANTS:

HARVARD PLACE, LLC

By: 
Name: MARK A. HANSEN
Its: MANAGER
Date: 9-SEPT-2015


Mark L. Green, Trustee of the Mark L. Green Trust


Paul M. Jensen, Trustee of the Paul M. Jensen Trust

Willow Kampros Rapela, Successor Trustee
of the Michael George Kampros Family Trust

IN WITNESS WHEREOF, the Declarants have executed this Easement Agreement as of the date first set forth above.

DECLARANTS:

HARVARD PLACE, LLC

By: _____
Name: _____
Its: _____
Date: _____

Mark L. Green, Trustee of the Mark L. Green Trust

Paul M. Jensen, Trustee of the Paul M. Jensen Trust

Willow Kampros Rapela

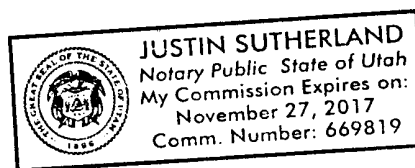
Willow Kampros Rapela, Successor Trustee
of the Michael George Kampros Family Trust

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 9th day of September, 2015, personally appeared before me Mark A. Hansen, the manager / member of Harvard Place, LLC.


Notary Public

My Commission Expires:

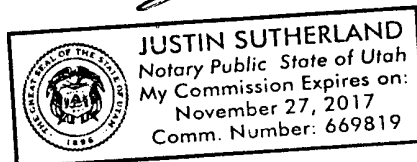


STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 9th day of September, 2015, personally appeared before me Mark L. Green, Trustee of the Mark L. Green Trust.



Notary Public

My Commission Expires:



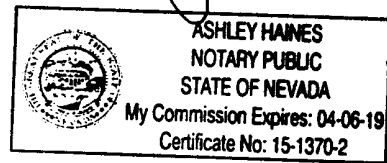
STATE OF ~~UTAH~~ Nevada)
:SS
COUNTY OF ~~SALT LAKE~~ Washoe

On this 10 day of September, 2015, personally appeared before me
Willow Rapela, the SUCCESSOR TRUSTEE of ~~Harvard Plaza LLC~~ WILLOW KAMPROS
RAPELA, SUCCESSOR TRUSTEE OF THE MICHAEL GEORGE KAMPROS TRUST



Notary Public

My Commission Expires: 04-06-19



STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On this _____ day of September, 2015, personally appeared before me Mark L. Green,
Trustee of the Mark L. Green Trust.

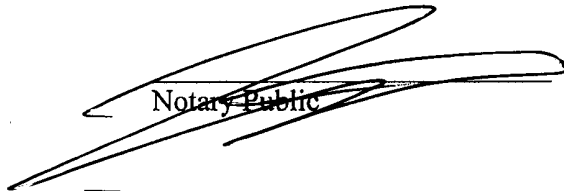
Notary Public

My Commission Expires:

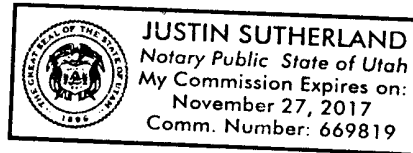
STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 9th day of September, 2015, personally appeared before me Paul M. Jensen,
Trustee of the Paul M. Jensen Trust.

My Commission Expires:


Notary Public

STATE OF)
 :SS
COUNTY OF)



On this _____ day of September, 2015, personally appeared before me Willow Kampros
Rapela, Successor Trustee of the Michael George Kampros Family Trust.

My Commission Expires:

Notary Public

EXHIBIT "A"

To

DECLARATION OF NONEXCLUSIVE EASEMENTS

Legal Description of Lots

ALL OF LOTS 2E, 2F AND 2G, E-CENTER RETAIL SUBDIVISION, LOT 2 SECOND AMENDED, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

Lot 2E Tax Parcel No.: 15-28-276-037

Lot 2F Tax Parcel No.: 15-28-276-038

Lot 2G Tax Parcel No.: 15-28-276-036

EXHIBIT "B"

To

DECLARATION OF NONEXCLUSIVE EASEMENTS

Site Plan

(Attached)

