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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
RATHA JETTIE  
8090 S DANISH RD  
SANDY UT 84093  
BY: KLD, DEPUTY - WI 11 P.

WHEN RECORDED PLEASE RETURN TO:

Name: Ratha Jettie  
Address: 8090 S Danish Rd  
City, State Zip Sandy, UT 84093  
Telephone: 801.708.4959  
eMail: \_\_\_\_\_

**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS  
(Access Easement and Private Driveway Maintenance Agreement)**

This Declaration of Easements, Covenants and Restrictions (Access Easement and Private Driveway Maintenance Agreement) (this "**Declaration**") is entered into as of the 19 day of Month: August Year 2010 by Name: Ratha Jettie, ("**Declarant**").

**Recitals**

A. The owner of 1873 E Lincoln Lane & 1877 E Lincoln Lane (a public/private road), in the City of Holladay (the "**City**"), Salt Lake County, State of Utah, formerly with Salt Lake County (the "**Property**") as more fully described on **Exhibit A** attached hereto.

B. Declarant has subdivided the Property into a two (2) lot subdivision named Jettie (the "**Subdivision**") and is recording a subdivision plat prepared by Manfred Gulla and signed by Manfred Gulla as a surveyor licensed by the state of Utah (the "**Plat**") for the Property on or about the recording date of this Declaration.

C. The Plat divides the Property into the following Two lots (each a "**Lot**" and collectively the "**Lots**"): (I) a Lot shown as Lot number 1 on the Plat containing

PARCEL NUMBERS 22-04-252-061 THRU - 064.

approximately 10,363 square feet and having an address of 1873 E Lincoln Lane (“*Lot 1*”), (ii) a Lot shown as Lot number 2 on the Plat containing approximately 14,393 square feet and having an address of 1877 E Lincoln Lane (“*Lot 2*”)

D. In approving the preliminary plat for the Subdivision on Lincoln lane in, the City of Holladay Planning Commission imposed the requirement that an access easement and private driveway maintenance agreement for the Subdivision must be recorded with the Subdivision plat which provides for the common use and maintenance of the proposed private driveway for the Subdivision (the “*Common Driveway*”) and for right-of-access across the Common Driveway in perpetuity.

E. The Common Driveway and property is more particularly described on **Exhibit A & Exhibit B** attached hereto and is on the Subdivision plat.

E. Declarant desires to comply with the requirement of the Planning Commission and to provide for the maintenance and common use of the Common Driveway in perpetuity.

#### **Declaration of Easement**

NOW THEREFORE, in consideration of the above recitals and of the reciprocal benefits to be derived from the easements, restrictions, covenants, and requirements set forth below, any and all present or future owners, grantees, assigns, or successors in interest to the Property (each an “*Owner*” and collectively the “*Owners*”) shall be subject to and bound by following terms and provisions with regard to the Property:

1. Grant of Easement. Declarant hereby grants, declares, and covenants that the Common Driveway shall hereinafter be appurtenant to the Property and that each Lot of the subdivision shall be benefited and burdened by a non-exclusive easement for ingress and egress by vehicular and pedestrian traffic over and across such portions of each of the respective Lots as are included in the Common Driveway.

2. Mutual Benefits and Burdens. The mutual benefits and burdens herein include:

a. Easement. A non-exclusive easement over, across and through the Common Driveway for the purpose of pedestrian and vehicular traffic between each Lot.

b. No Barriers. No Owner shall permit or suffer to be constructed or placed upon any portion of the Common Driveway any fence, wall, barricade, or other obstruction, whether temporary or permanent in nature, which would unreasonably limit or impair vehicular or pedestrian traffic from one portion of the Common Driveway to another or shall otherwise unreasonably obstruct or interfere with the movement of vehicles upon or over the Common Driveway, except (i) as may be reasonably necessary or appropriate during periods that construction activities are ongoing or (ii) to the extent that it may be necessary to do so temporarily to prevent a public dedication of, or the accrual of any rights in the public in any portion of any Lot or to the extent objectively necessary to prevent eminent damage to the Common Driveway, provided that any obstruction or interference permitted under this clause shall be done in a manner reasonably calculated to minimize its impact upon, and in reasonable cooperation with, the owners of the other Lots comprising the Property.

3. Restrictions of Use and Development.

No Owner shall construct any building or other structure of whatsoever nature or allow any use of their respective portions of the Property if such construction or use would impair the use of the Common Driveway or violate any law, ordinance, or regulation. The Common Driveway and the easements and other rights granted herein shall not be used for parking, except to the extent such an Owner is able to park on the Lot owned by such Owner without impeding or impairing in any way access to a Lot owed by another Owner. The Common Driveway shall not be considered as parking available for any development or use of the Owner's Lot for purposes of compliance with parking laws, regulations, or ordinances, and each Lot must be used and developed with adequate parking facilities associated with each individual Lot.

4. Maintenance. The Owners shall be jointly and severally responsible for maintaining the Common Driveway, and both are responsible for fifty percent (50%) of the costs of such maintenance (for a total of 100%). The Common Driveway shall be maintained in (a) a condition that allows emergency vehicles, including without limitation ambulances and fire engines, access to all of the Lots on the Property and (b) at least as good as the condition that is required for streets maintained by the City. No Owner shall be liable for maintenance costs unless such maintenance costs are (I) reasonably necessary to satisfy the requirements in the preceding sentence and (ii) requested in writing by (A) the Owners of at least one of the Lots or (B) the City. If any Owner fails to pay for such Owner's percentage share of reasonably necessary maintenance costs as required pursuant to a written request by the City or the Owners of one Lot, then the City or the other Owners shall be entitled (I) to obtain an injunction or

court order requiring such payment of costs, or (ii) to undertake all reasonably necessary maintenance and bill each Owner for such Owner's percentage share of the maintenance costs. If an Owner has not paid such Owner's respective percentage share of the reasonably necessary maintenance costs within thirty (30) days of receiving the written invoices for the costs of such maintenance, any other Owner (or the City) actually paying for such costs shall have a lien against the Lot of the Owner who refused to pay such costs in the amount of the unpaid percentage share of such costs plus interest at the rate of fifty percent (50%) from the date such costs were incurred. For purposes of enforcing this Declaration, the Owners shall be deemed to be an association as defined in Utah Code § 57-8a-102(2)(a) with regard to the right to maintain and foreclose a lien in the amount of the percentage share of the costs of maintaining the Common Driveway. Each Owner shall be deemed to be the manager and agent of such association for the purposes of foreclosing the lien pursuant to the procedures set forth in Utah Code section 57-8a-203.

5. Easements Appurtenant. Each and all of the easements and rights granted or created herein are appurtenant to the affected portions of the entire Lot and none of the easements and rights may be transferred, assigned, or encumbered, except as an appurtenance to such Lot. For the purposes of such easements and rights, the entire Lot which is benefited by such easements shall constitute the dominant estate and the particular areas of the entire Lot which are burdened by such easements and rights shall constitute the servient estate.

6. Nature and Effect of Easements. Each and all of the easements, restrictions and covenants, and provisions contained in this Declaration: (a) are made for the direct, mutual, and reciprocal benefit of the respective Lots; (b) create mutual

equitable servitudes upon each Lot in favor of the other; (c) constitute covenants running with the land; (d) shall bind every person or entity that may have, or acquire any fee, leasehold or other interest in any portion of the Property at any time or from time to time to the extent that such interest is affected or bound by the easement, covenant, restriction or provision or to the extent that such easement, covenant, restriction, or provision is to be performed by such person.

7. Taxes. The Owner of each Lot shall pay or cause to be paid all real estate taxes and special assessments which are levied against that portion of the Common Area on its Lot prior to delinquency of such taxes or special assessments.

8. No Third Party Enforcement. Except for the City, which shall be deemed an intended third party beneficiary of this Declaration with the ability to enforce the provisions hereof, it is the intent of this Declaration that only the parties hereto or their successors or assigns in title shall be entitled to enforce or bring an action to enforce the terms hereof and no tenant, occupant or other third party is an intended beneficiary hereof, and any benefits flowing to such persons are merely incidental. In addition, it is the intent of Grantor that no third person other than the City shall have an independent right of action hereunder.

9. Duration. The easements, covenants, restrictions and other provisions of this Declaration shall become effective upon the filing of the same with the Office of the Salt Lake County Recorder and shall terminate 99 years after the filing of this Declaration with the Office of the Salt Lake County Recorder unless extended or earlier terminated by mutual agreement of the parties or their successors in interest.

10. Discharge of Rights and Duties Upon Transfer. In the event of

assignment, transfer or conveyance of the whole of the interest of any Owner in and to any Lot, without retaining any beneficial interest other than under the terms of a deed of trust, mortgage or similar instrument, the powers, rights and obligations created hereunder will be deemed assigned, transferred and conveyed to such transferee, and such powers, rights and obligations will be deemed assumed by such transferee, effective as of the date of transfer. The obligations and rights of the transferor shall immediately thereafter be deemed discharged as to any such rights and obligations arising after transfer of the interest.

11. Amendment. This Declaration or any easement, covenant, restriction, or undertaking contained herein, may be terminated, extended or amended by recording of an appropriate document in the Office of the Salt Lake County Recorder, State of Utah, which document must be executed by the parties or their successors or assigns in title.


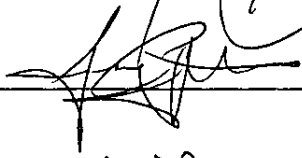
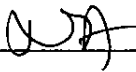
12. No Public Dedication. Nothing contained in this Declaration shall, constitute a gift or dedication of any portion of any Lot to the general public or for any public purpose whatsoever.

13. Waiver. No waiver of any breach of any of the terms hereof shall be construed as or constitute a waiver of any other breach or acquiescence in or consent to any further or succeeding breach of the same or other covenant or term of this Declaration.

14. Enforcement and Severability. If any party to this Declaration takes action to enforce the terms of this Declaration, the substantially prevailing party shall be entitled to its reasonable attorneys' fees incurred in any reasonable enforcement of this Declaration. If any term or provision hereof shall, to any extent, be held invalid or

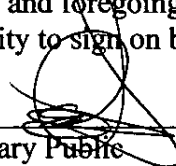
unenforceable, the remaining terms and provisions of this Declaration shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by the law.

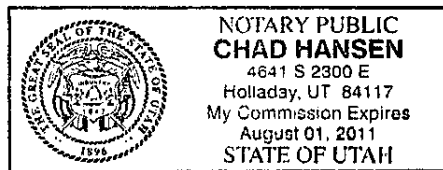
IN WITNESS WHEREOF, Grantor has executed this Declaration the day and year first written above.

By:   
By:   
By: 

State of Utah )  
                          ) ss:  
County of Salt Lake

On the 19 day of August, 2010, personally appeared before me Tony Gattrell & Patricia Jettie who being by me duly sworn and that the within and foregoing instrument was signed by Keli Jettie her/him as the authorized person with full authority to sign on behalf of said subdivision.

  
Notary Public





**Exhibit A**

**Property Description**

BEGINNING AT A POINT WHICH IS COMMENCING SOUTH 8\*05'33" EAST 2039.72 FEET AND SOUTH 89\*47'00" EAST 1219.02 FEET AND NORTH 0\*13'00" EAST 25.00 FEET FROM THE NORTH WEST CORNER OF THE NORTH EAST QUARTER OF SECTION 4 TOWNSHIP 2 SOUTH RANGE 1 EAST SALT LAKE BASE AND MERIDIAN THENCE GOING SOUTH 89\*47'00" EAST 84.42 FEET THENCE NORTH 0\*13'00" EAST 170 FEET THENCE SOUTH 89\*47'00" EAST 100.00 FEET THENCE NORTH 0\*13'00" EAST 88.40 FEET THENCE NORTH 89\*47'00" WEST 184.42 FEET. THENCE SOUTH 0\*13'00" WEST 258.40 FEET TO THE POINT OF BEGINNING CONTAINING 0.703 ACRES (30,622 FT)

ACCESS ROAD FOR INGRESS AND EGRESS:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF LINCOLN LANE SOUTH 8°05'33" EAST 2039.72 FEET AND SOUTH 89°47'00" EAST 1283.44 FEET AND NORTH 0°13'00" EAST 25.00 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THENCE GOING NORTH 0°13'00" EAST 143.11 FEET TO A POINT OF A 20 FOOT RADIUS CURVE TO THE LEFT, RADIUS IN IS NORTH 89°47'00" WEST; THENCE GOING 31.42 FEET ALONG THE ARC OF CURVE; THENCE NORTH 89°47'00" WEST 30.00 FEET; THENCE NORTH 0°13'00" WEST 30.00 FEET; THENCE NORTH 0°13'00" EAST 20.00 FEET; THENCE SOUTH 0°13'00" EAST 43.87 FEET; NORTH 75°27'02" EAST 27.02 FEET; THENCE SOUTH 89°47'00" EAST 49.97 FEET; THENCE SOUTH 0°13'00" WEST 20.00 FEET; THENCE NORTH 89°47'00" WEST 49.98 FEET; THENCE SOUTH 0°13'00" WEST 170.00 FEET TO THE NORTH RIGHT OF WAY OF LINCOLN LANE; NORTH 89°47'00" WEST 20.00 FEET ALONG SAID NORTH RIGHT OF WAY TO THE POINT OF BEGINNING. CONTAINS 0.134 ACRES.

