

WHEN RECORDED MAIL TO:

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625 East Chalk Creek Road
Coalville, Utah 84017

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SUMMIT COUNTY, UTAH RECORDER

FEE 16.00 BY GAVIN BRETT RICHINS



Tax Serial Nos. NS-376 & NS-375-A

DECLARATION OF ACCESS EASEMENT AND RIGHT OF WAY

THIS DECLARATION OF ACCESS EASEMENT AND RIGHT OF WAY ("Declaration") is made and entered into this _____ day of February, 2019, by Gavin Brett Richins and Micaela Willoughby Richins ("Declarants").

RECITALS

WHEREAS, Declarants are the owners of real property located in Summit County, State of Utah, which is more particularly described as NS-376 and NS-375-A (collectively the properties are referred to herein as the "Property").

WHEREAS, Declarants desire to create a legal easement and right of way that is six (6) feet in width over an existing driveway through NS-376 to provide access to NS-375-A.

WHEREAS, it is the intent and desire of Declarants and the purpose of this Declaration, to establish and create a non-exclusive right of way and easement over NS-376 to provide access to NS-375-A, in accordance with the terms and conditions more particularly set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarants hereby agree and declare as follows:

1. EASEMENT

- 1.1 Grant of Easement and Right of Way for Access.** Declarants, as Grantors, hereby grant and dedicate a non-exclusive perpetual easement and right of way on NS-376 in Summit County for ingress and egress by vehicular and pedestrian traffic to NS-375-A, which is more particularly described as follows:

Beginning at a point which South 89°48'29" East 165.60 feet along the section line and South 1256.07 feet, from the North ¼ Corner of Section 10 Township 2 North, Range 5 East, Salt Lake Base and Meridian, said point also being the Northeast corner of said parcel NS-376, and running

thence South 00°25'32" West of 80.13 feet to a point more or less on the right of way line of Chalk Creek Road; thence North 73°06'53" West 6.26 feet along said right of way; thence North 00°25'32" East 80.10 feet; thence South 73°22'07" East 6.25 feet to the POINT OF BEGINNING; said described tract containing 0.01 acres, more or less. (the "Easement and Right of Way")

- 1.2 **Future Development.** Notwithstanding anything contained herein to the contrary, the owner(s) of the Property shall have the right to develop the Property in any manner allowed by governing laws, including state statutes, local ordinances, and/or covenants, provided, however, that the rights granted hereunder with respect to the Easement and right of way shall not be materially adversely affected.
- 1.3 **Maintenance and Repair of Access Easement Area.** The owners of the Property shall maintain, or cause to be maintained, the related improvements on the Easement and Right of Way at all times in reasonably good condition and repair. The cost of such maintenance, repair and replacement shall be shared equally by the owners of the Property.

2. INDEMNIFICATION AND INSURANCE

2.1 Each owner of NS-376 and NS-375-A hereby indemnifies, holds harmless and agrees to defend the other owner(s) from and against all claims, damages, expenses (including, without limitation, attorney's fees and reasonable costs), liabilities and judgments on account of injury to persons, loss of life or damage to property occurring on the Easement and Right of Way area, **CAUSED BY THE WILLFUL ACTS OR NEGLIGENCE OF THE INDEMNIFYING OWNER**, or its tenants, or its respective agents, servants or employees.

3. GENERAL PROVISIONS

- 3.1 **Successors and Assigns.** This Declaration and the Easement and Right of Way herein granted shall run with the land and shall inure to the benefit of NS-375-A and be a burden to NS-376 and be binding upon the owners, their heirs, successors, assigns and personal representatives and upon any person acquiring any interest in any of the Property.
- 3.2 **Modification and Termination.** This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of the owners of the Property, and then only by written instrument duly executed and acknowledged by the owners of the Property and recorded in the office of the Recorder of Summit County.
- 3.3 **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any property to the general public or for use by the general public or

for any public purpose whatsoever, but shall be strictly limited to and for the purposes herein expressed.


3.4 **Attorney's Fees.** In the event an owner of the Property commences a legal proceeding to enforce any of the terms of this Declaration, the prevailing party in such action shall have the right to recover reasonable attorney's fees and costs from the other party, to be fixed by the court in the same action.

3.5 **Severability.** If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.


4.6 **Entire Agreement.** This Declaration contains the entire agreement and declaration of Declarants and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

4.7 **No Merger.** Notwithstanding that the Property and the Easement and Right of Way are vested in the same owners, there shall be no merger of the Easement and Right of Way that would in any way extinguish the Easement and Right of Way. It is intended that the Easement and Right of Way shall exist perpetually independent of the fee simple vesting of the Property, even though the merger doctrine would effectuate the merger of the Easement and Right of Way into the fee simple vested Property.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.



Gavin Brett Richins

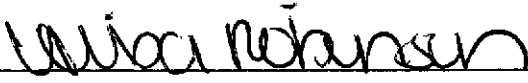


Micaela Willoughby Richins

ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On the 28 day of February 2019, personally appeared before me, a Notary Public, GAVIN BRETT RICHINS and MICAELA WILLOUGHBY RICHINS, personally known or proved to me to be the persons whose names are subscribed to the above instrument, who acknowledged to me that they executed the same.



NOTARY PUBLIC

