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Rhonda Francis Summit County Recorder

03/12/2024 02:46:50 PM Fee \$132.00

By COTTONWOOD TITLE INSURANCE AGENCY, INC.

Electronically Recorded

WHEN RECORDED RETURN TO:

Christopher P. Gamvroulas

Ivory Development, LLC

978 East Woodoak Lane

Salt Lake City, Utah 84117

(801) 747-7000

**SUBDIVISION SERVICES AGREEMENT
FOR
FRANCIS COMMONS SUBDIVISION**

Parcel Nos.: FT-53-A, FT-53-A-6, FC-1-1 through FC-1-30, FC-1-A, FC-2-201 through FC-2-209, and FC-3-301 through FC-3-314 (for reference purposes only)

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**SUBDIVISION SERVICES AGREEMENT
FOR
FRANCIS COMMONS SUBDIVISION**

This Subdivision Services Agreement for Francis Commons Subdivision (“Agreement”) is executed by IVORY DEVELOPMENT, LLC., of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the “Declarant”)

RECITALS

A. Declarant is the owner of that certain real property located in Francis City, Summit County, Utah and described with particularity on Exhibit “A” and depicted on Exhibit “B” attached hereto and incorporated herein by this reference (the “Property”).

B. Declarant intends to sell the Property in subdivided residential lots (“Lots”) to various purchasers.

C. The Francis Commons Subdivision (“Subdivision”) is governed by a Development Agreement (the “Development Agreement”) recorded in the Office of Recorder for Summit County, dated March 25th, 2022, as Entry No. 01185919. A depiction of the is attached as Exhibit B.

D. Section 3.1(B)(13) of the Development Agreement obligates the Declarant or a homeowners association to provide snow removal along Deer Park Drive, Elk Crest Way, and Wren Woods Way (the “Relevant Public Streets”, shown in red on Exhibit B) until connecting streets are dedicated to the City, at which time the City will assume snow removal duties of the Relevant Public Streets.

E. The Subdivision includes two private alleys which will also require snow removal.

F. The Subdivision will include a park and a drainage canal, both of which will require ongoing maintenance.

G. Declarant has or will incorporate a homeowner’s association of which forty (40) of the townhomes (“HOA Towns”) in the Subdivision will be members (the “HOA”).

H. The Subdivision includes thirty (30) Single Family Detached Lots (“SF Lots”) and sixteen (16) townhomes (“Non-HOA Towns”) whose owners are not members of the HOA.

I. The SF Lots and Non-HOA Towns are beneficiaries of the snow removal service and of the maintenance of the park and drainage canal. As such, the HOA, SF Lots, and Non-HOA Towns are each responsible for their share of the snow removal and maintenance costs as allocated herein.

J. Declarant desires to execute this Subdivision Services Agreement to ensure cost sharing of the snow removal service on certain public streets located within the Property and the maintenance for the park and drainage canal.

AGREEMENT

NOW THEREFORE, for the reasons recited above and based upon the promises and covenants set forth below, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Declarant, HOA, SF Lot owners, and Non-HOA Towns owners and any and all future owners, grantees, assigns, or successors in interest in and 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. Common Subdivision Responsibilities of Owners.

- b. The Owners shall be responsible for the snow removal of the Relevant Public Streets until such time as Francis City assumes snow removal responsibility for the Relevant Public Streets. The Relevant Public Streets shall have snow removed in (i) a condition that allows emergency vehicles, including without limitation ambulances, police and fire vehicles, access to all of the SF Lots and townhomes on the Property and (ii) at least as good as the condition that is required for the streets maintained by Francis City.
- c. The Owners acknowledge that the SF Lot Owners will receive greater benefit from the snow removal on the Relevant Public Streets than the townhome Owners. As such, the Owners agree that the snow removal cost attributable to the Relevant Public Streets ("RPS Snow Removal Cost") shall be shared as follows. Each SF Lot Owner shall be responsible to pay 1/32 of the RPS Snow Removal Cost. The HOA members, collectively, shall be responsible to pay 1/32 of the RPS Snow Removal Cost. The Non-HOA Townhome owners, collectively, shall be responsible to pay 1/32 of the RPS Snow Removal Cost.
- d. The Owners of the townhomes shall be responsible for the snow removal of the private alleys. The private alleys shall have snow removed in (i) a condition that allows emergency vehicles, including without limitation ambulances, police and fire vehicles, access to all of the townhomes on the Property and (ii) at least as good as the condition that is required for the streets maintained by Francis City.
- e. One private alley, identified in green on Exhibit B, only serves the HOA Towns ("HOA Alley"). The other private alley, identified in yellow on Exhibit B, serves both HOA Towns and Non-HOA Towns ("Shared Alley"). HOA Towns Owners and Non-HOA Towns Owners shall share the snow removal cost attributable to the private alleys as follows: The HOA members, collectively, shall be responsible for the snow removal costs attributable to the HOA Alley and 21/37 of the snow removal costs attributable to the Shared Alley. Each Owner of a Non-HOA town shall be responsible to pay 1/37 of the snow removal costs attributable to the Shared Alley.
- f. All Owners shall be responsible for the maintenance of the park and the drainage ditch. All Owners will benefit equally from the park and drainage ditch maintenance. As such, each Owner is responsible for 1/86 of the total maintenance cost of the park and drainage ditch.

2. Subdivision Agent.

- a. The HOA shall be the Subdivision Agent. The Subdivision Agent shall be responsible for coordinating the snow removal and the maintenance of the park and drainage canal.
- b. The Subdivision Agent has the authority to enter into any contract with any contractor necessary to perform the snow removal and maintenance obligations

required in this Agreement. If the contract for snow removal includes both the Relevant Public Streets and the private alleys, the Subdivision Agent responsible to reasonably separate the cost of the snow removal as described herein. The Subdivision Agent's decision for the reasonable separation of the cost of snow removal shall be final, subject only to an Owner's right to challenge the decision in a court of competent jurisdiction within the time prescribed by law.

- c. The Subdivision Agent is responsible to invoice the Owners for their pro-rata share of the cost of snow removal and maintenance as described herein. The Subdivision Agent shall have the discretion to determine at what intervals to bill the Owners, whether monthly, quarterly, or annually. Invoices shall be sent to the mailing address on record of ownership with the Summit County Recorder's Office unless otherwise agreed to in writing by Subdivision Agent and Owner.
- d. If any Owner fails to pay for such Owner's pro-rata share of snow removal or maintenance costs as required pursuant to an invoice or written request in accordance with this Agreement, then the Subdivision Agent shall be entitled (i) to obtain an injunction or court order requiring such payment of costs, or (ii) to undertake all reasonably necessary snow removal and maintenance and bill each Owner for such Owner's pro-rata share of the costs. If an Owner has not paid such Owner's respective pro-rata share of the costs within thirty (30) days of receiving the written invoices for the costs the Subdivision Agent, any other Owner actually paying for such costs shall have a lien against the Lot of the Owner who refuses to pay such costs in the amount of the unpaid pro-rata share of such costs plus a late fee of ten dollars (\$10) per day. 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), as said statute may be amended or supplemented, with regard to the right to maintain and foreclose a lien in the amount of the pro-rata share of the costs of snow removal and maintenance. The Subdivision Agent 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 § 57-8a-302, as amended or supplemented.

3. Restrictions of Use and Development.

- a. No Owner shall construct or place any structure or item of whatsoever nature on the Relevant Public Streets or private alleys that would block or impair snow removal.
- b. No parking of any vehicle of any kind shall be allowed that could block or impair the snow removal of the Relevant Public Streets or private alleys.
- c. If an Owner's activities result in the blocking or impairment of the snow removal of the Relevant Public Streets or Private alleys, such Owner is wholly liable for the cost to complete the snow removal of the portion(s) of the Relevant Public Streets or private alleys that snow removal has been blocked or impaired. If any Owner fails to pay the cost of any portion(s) of the snow removal for which they are responsible within a reasonable period of time, then the other Owners shall be entitled (i) to obtain an injunction or court order requiring such specific performance, or (ii) to undertake all reasonably necessary actions, including vehicle towing, and bill such Owner(s) for the cost to complete the reasonably necessary actions for the snow removal of the portion(s) for which they blocked or impaired.

4. No Third-Party Enforcement. 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, no third party shall have an independent right of action hereunder.

5. Duration. The covenants, restrictions and other provisions of this Declaration shall become effective upon the recording of this Declaration in the Office of the Summit County Recorder and shall continue in perpetuity.

6. 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.

7. 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 Summit County Recorder, State of Utah, which document must be executed in a recordable form by the Declarant during the period of Declarant Control. Following the period of Declarant control any termination, extension or amendment must be executed in a recordable form by the Snow Removal Commission Agent and a minimum of eighty-three percent (83%) of all of the SF Lot Owners.

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

9. Waiver. No waiver of any breach of any of the terms hereof shall be construed 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.

10. 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 recover his, her or its reasonable attorneys' fees and costs 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.

11. No Merger. It is the express intent of Declarant that this Declaration remain in full force and effect and that the Easements herein granted not be deemed to have merged with any other estate now held or which may in the future be held by Declarant or its successor-in-interest, notwithstanding the fact that Declarant is the owner of all of the Declarant's Property and may presently or may in the future have the sole right to possess or sell and divest itself of all of the Declarant's Property.

12. Governing Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah.

13. Entire Agreement. This Declaration contains all of the agreements of the undersigned with respect to matters covered or mentioned herein and no prior agreement, letters, representations, warranties, promises, or understandings pertaining to any such matters shall be effective for any such purpose.

IN WITNESS WHEREOF, the Association has executed this instrument the 8TH day of March 2024

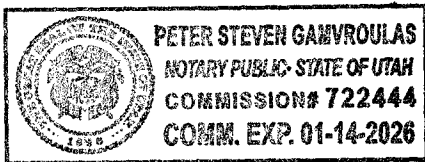
DECLARANT: IVORY DEVELOPMENT, LLC

By: [Signature]
Name: KEVIN ANGLISEY
Its: SECRETARY

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 8TH day of MARCH, 2024, personally appeared before me KEVIN ANGLISEY, personally known to me to be an Authorized Agent of IVORY DEVELOPMENT, LLC, a Utah limited liability company, who acknowledged before me that he signed the foregoing instrument as SECRETARY for IVORY DEVELOPMENT, LLC a Utah limited liability corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.



[Signature]
Notary Public for the State of Utah

EXHIBIT "A"

Legal Description

PARCEL 1:

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN AND HAVING A BASIS OF BEARING TAKEN AS NORTH BETWEEN THE SOUTHEAST CORNER AND THE EAST QUARTER CORNER OF SAID SECTION 29, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 681.09 FEET FROM THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°58'59" WEST 1316.83 FEET ALONG A FENCE LINE TO THE EASTERLY OF PARCEL FT-49; THENCE NORTH 288.89 FEET ALONG SAID LINE TO A REBAR WITH CAP STAMPED PLS 5152644 BEING ON A FENCE LINE AT THE EASTERLY LINE OF PARCEL FT-50; THENCE NORTH 00°11'00" EAST 317.37 FEET ALONG SAID LINE TO A REBAR WITH CAP STAMPED PLS 5152644; THENCE NORTH 12°58'03" WEST 70.11 FEET ALONG SAID LINE TO A REBAR WITH CAP STAMPED PLS 5152644 BEING ON THE SOUTHERLY LINE OF WILD WILLOW SUBDIVISION, PHASE 2D; THENCE SOUTH 89°37'10" EAST 14.15 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 00°22'37" EAST 0.69 FEET ALONG THE EASTERLY LINE OF SAID SUBDIVISION TO A FENCE LINE; THENCE SOUTH 89°56'50" EAST 872.35 FEET ALONG A FENCE LINE ON THE SOUTHERLY LINE OF PARCEL FT-2037; THENCE SOUTH 01°27'11" EAST 249.28 FEET ALONG A FENCE LINE; THENCE SOUTH 89°56'50" EAST 438.73 FEET ALONG A FENCE LINE AND EXTENSION OF FENCE TO THE EASTERLY LINE OF SECTION 29; THENCE SOUTH 424.39 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF STATE ROUTE 32 ALONG THE EASTERLY BOUNDARY OF SAID LAND.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF FRANCIS COMMONS SUBDIVISION PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JANUARY 22, 2024 AS ENTRY NO. 1214797 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF FRANCIS COMMONS SUBDIVISION PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED NOVEMBER 28, 2023 AS ENTRY NO. 1212840 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF FRANCIS COMMONS SUBDIVISION PHASE 3, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED NOVEMBER 28, 2023 AS ENTRY NO. 1212841 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF FRANCIS COMMONS SUBDIVISION PHASE 2 LOTS 209 & 210 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MARCH 8, 2024 AS ENTRY NO. 1216619 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF FRANCIS COMMONS SUBDIVISION PHASE 3 LOTS 301-306 & 311-314 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MARCH 8,

2024 AS ENTRY NO. 1216620 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

PARCEL 2:

ALL OF LOTS 1 THROUGH 30, INCLUSIVE, AND PARCEL A, FRANCIS COMMONS SUBDIVISION PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JANUARY 22, 2024 AS ENTRY NO. 1214797 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

PARCEL 3:

ALL OF LOTS 201 THROUGH 208, INCLUSIVE, FRANCIS COMMONS SUBDIVISION PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED NOVEMBER 28, 2023 AS ENTRY NO. 1212840 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

PARCEL 4:

ALL OF LOTS 307 THROUGH 310, INCLUSIVE, FRANCIS COMMONS SUBDIVISION PHASE 3, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED NOVEMBER 28, 2023 AS ENTRY NO. 1212841 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

PARCEL 5:

LOT 209, FRANCIS COMMONS SUBDIVISION PHASE 2 LOTS 209 & 210 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MARCH 8, 2024 AS ENTRY NO. 1216619 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

PARCEL 6:

ALL OF LOTS 301 THROUGH 306, INCLUSIVE, AND LOTS 311 THROUGH 314, INCLUSIVE, FRANCIS COMMONS SUBDIVISION PHASE 3 LOTS 301-306 & 311-314 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MARCH 8, 2024 AS ENTRY NO. 1216620 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

EXHIBIT "B"
SITE MAP

