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When recorded return to:
Miller Harrison, LLC
5292 S. College Drive, Suite 304
Murray, UT 84123

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05/20/2021 03:04 PM \$40.00
Book - 11177 Pg - 8126-8134
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
JLF INVESTMENTS, LC
5292 S COLLEGE DR, STE 304
MURRAY UT 84123
BY: ARA, DEPUTY - WI 9 P.

EASEMENT AND ROAD MAINTENANCE AGREEMENT

This EASEMENT AND ROAD MAINTENANCE AGREEMENT (the "**Agreement**") is entered into by the undersigned property owners and developer, JLF Investments, LC, a Utah limited liability company, of Jefferson Court subdivision in Midvale City, Utah ("**Jefferson Court**").

RECITALS

- A. There are four lots in Jefferson Court, which are more fully described in the plat map attached hereto as Exhibit A (the "Lots").
- B. LeBaron Company, LLC, a Utah limited liability company, is the current property owner of the existing home on lot 101 of Jefferson Court.
- C. JLF Investments, LC, is the current property owner of the remaining Lots, Lots 102, 103, and 104, and intends to develop and sell three new homes along Jefferson Court.
- D. All the Lots are subject to the covenants and provisions of this Agreement.
- E. Lots 102, 103, and 104 (the "Benefited Lots") will share a private right of way, depicted on the recorded plat map, to be known as Jefferson Court. Exhibit A.
- F. The private right of way is located across portions of all Lots in the Subdivision. The owner/s of the Lots desire to grant all other owners and their successors and assigns, a perpetual Easement over the private right of way for the purposes provided herein.
- G. The owner/s desire to further define the rights and obligations of each owner, and to establish an agreement for the maintenance, repair and upkeep of the private right of way.
- H. The owner/s understand and agree that the covenants and arrangements set forth in this Agreement are for the mutual benefit of the owners of all the Lots, and such rights and obligations shall run with the land and be binding on the owner/s successors.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual obligations, and conditions set forth herein, the owner/s agree as follows:

AGREEMENT

1. Grant of Easement. Subject to the rights and restrictions set forth in this Agreement, JLF Investments, LC, and LeBaron Company, LLC, as the separate and distinct owners of each individual Lot, hereby grant and convey to all other owners of the Lots, in their capacity as real property owners of the Lots described in Exhibit A, a permanent and nonexclusive easement over and across Jefferson Court for ingress, egress, and utilities. This Easement is granted for the right, benefit, and use of the owners of Lots and their family, tenants, guests, managers, lessees, and invitees, subject to the provisions of this Agreement. Notwithstanding anything else to the contrary herein, the owner of Lot 101 shall have no duty or liability associated with its grant of easement hereunder and the owners of the Benefitted Lots shall indemnify, hold harmless, and defend the owner of Lot 1 against any claim or liability that may be asserted against Lot 1 associated with or arising out of this grant of easement, the use, maintenance, repair, or replacement of the Easement Area (defined below), including without limitation, all attorney's fees and costs.

2. Legal Description of Easement Area.

The Easement Area is depicted on the plat map attached hereto as Exhibit A ("Easement Area").

3. Maintenance, Repair, and Replacement. The owners of the Benefitted Lots (or their successors or assigns) shall have the right and obligation to maintain, repair, and replace the Jefferson Court private right of way improvements located within the boundaries of the Easement Area, and all costs associated therewith ("Easement Costs"). Notwithstanding the foregoing, each individual lot owner shall be exclusively responsible for the maintenance and repair of their own driveway and for the winter maintenance and snow removal from all sidewalk in each owner's lot. The Easement Area shall be kept in good condition and repair and in accordance with all applicable laws, ordinances, and governmental requirements. The Easement Area shall be deemed to be in good condition and repair if any crack exceeding one inch at its widest part is sealed and all potholes exceeding one inch in depth are filled, prior to the first day of Winter each year. Should any relevant government authority issue a notice to all Benefitted Lot owners that the Easement Area is in need of maintenance or repair and the Benefitted Lot owners fail to initiate, or contract for, such repairs within six months of the notice, the government authority is granted express authority to make only such repairs as are necessary to repair damage or deterioration of the Easement Area and seek reimbursement from each Benefitted Lot owner for their proportionate share of the actual costs of such repairs. A relevant government authority which incurs actual costs to repair the Easement Area in compliance with this provision may record a lien against a Benefitted Lot for the outstanding balance of the proportionate share of such repair if such share has not been paid in full within 60 days of the Benefitted Lot owner's receipt of the invoice. The cost to repair any improvements within the Easement area that are damaged, disturbed, or otherwise harmed due to the negligence or intentional acts of an owner or the negligence or intentional acts of an owner's family, tenants, guests, managers, lessees, and invitees, shall

be borne solely by such owner and may be repaired and invoiced as provided for herein without prorating the cost of such repair amongst the other Benefitted Lot owners.

4. Procedure to Repair or Maintain. When the need arises for repair or maintenance of the Easement Area, the owner asserting the need for such repair or maintenance shall comply with the following notice procedures prior to performing any repair:

(a) Notice of Repair. An owner discovering the need for repair or maintenance to the Easement Area shall notify the other Benefitted Lot owners and shall submit to them the estimated cost of the repair prior to performing any repairs or incurring any costs. The notified owners shall have thirty (30) days to conduct their own investigation into the need for the repair and the estimated costs. If a Benefitted Lot owner does not dispute the need for repair or the estimated repair costs, then such owner shall contribute his/her proportional obligation of the cost to repair within thirty (30) days of receiving the notice. If an owner disputes the need for repair or the estimated costs, then such owner shall follow the Dispute Resolution procedures outlined in Paragraph 5 below. After the expiration of thirty (30) days from notifying the other Benefitted Lot owners, an owner may endeavor to repair the Easement Area and seek reimbursement from the other Benefitted Lot owners as provided herein.

(b) Failure to Dispute. If a Benefitted Lot owner receives notice regarding the need to repair the Easement Area and fails to contest the contents of the repair notice according to the Dispute Resolution procedures in Paragraph 5 below, within thirty (30) days of receiving the repair notice, then such owner shall have waived her/his/its right to dispute the contents of the repair notice and shall be obligated to the other Benefitted Lot owner(s) for her/his proportion of the repair costs.

(c) Failure to Notify. If an Owner, or government authority, incurs costs to repair the Easement Area and fails to notify the Benefitted Lot owners prior to incurring such costs as required above, then such owner, or government authority, shall not be entitled to recover the costs of repair or replacement from the Benefitted Lot owners.

5. Dispute Resolution. If any dispute arises in connection with the maintenance, repair, or replacement of the Easement Area, the following procedures shall apply:

(a) The Benefitted Lot owners shall meet in good faith and attempt to resolve such dispute amicably. In doing so, the owner initiating a claim or dispute with another owner(s) shall first notify the Benefitted Lot owners in writing stating plainly and concisely: (i) the nature of the claim, (ii) the basis of the claim, (iii) the proposed remedy, and that the adverse party shall have thirty (30) days to resolve the claim.

(b) In the event that the dispute is not resolved within thirty (30) days following the notice required in subsection (a) above, the dispute shall be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. The parties in the dispute must agree before any mediation settlement is binding. If mediation fails, then the disputing parties may proceed with any other legal remedy available, including the commencement of a legal action. If the dispute arises from a disagreement regarding the need to repair the Easement Area, the owner asserting the need to repair, after unsuccessful mediation, may bring the repair and maintenance issue, along with this Agreement, to the attention of a relevant government authority and request notice be sent to the Benefitted Lot owners by the government authority under Paragraph 3.

6. Notice. An owner giving any notice ("Notice") pursuant to this Agreement shall give Notice in writing by: (a) by e-mail to a known email address of another Lot owner, with a required delivery receipt to sender; (b) by Certified Mail, signature required to the mailing address of such Lot; or (c) personal delivery of the notice a person of suitable age and discretion who resides on the Lot. Notices delivered by e-mail are deemed to have been received as of the time and date stamp on the delivery receipt to sender. Notices delivered by Certified Mail are deemed to have been received as of the time and date on the signed receipt. Notices delivered personally are deemed delivered at the time of physical delivery.

7. Cost Allocation. The owners of the Benefitted Lots shall track all costs incurred in the maintenance, repair, and replacement of the Easement surfaces. Each Benefitted Lot owner shall be allocated an equal one third share of the Easement Costs. All Benefitted Lot owners shall have the right to inspect all the Easement Cost records and invoices.

8. Payment of Costs. Any owner who duly incurs Easement Costs, may invoice the other Benefitted Lot owners for reimbursement of their proportional share of the actual amount of the Easement Costs. Each Benefitted Lot owner is responsible for a proportional share of one third of any Easement Costs incurred in compliance with this Agreement.

9. Default. If an owner (or any successor owner of their respective Lot) fails to pay their proportionate share of the Easement Costs within 30 days after receipt of an invoice from an owner who duly incurred Easement Costs, all outstanding balances shall accrue interest at 12% per annum. If an owner (or any successor owner of their respective Lot) fails to pay their proportionate share of the invoiced Easement Costs for more than 60 days, then the invoicing owner may file a lien against the Benefitted Lot of the delinquent owner, pursue a legal action to personally recover delinquent amounts from the defaulting owner (or their successor) to the fullest extent permitted by law, or both file a lien and pursue legal remedies.

10. Restriction on Use. No owner of a Lot, nor any of their successors or assigns shall place any obstruction to or upon the private right of way, except as is necessary in connection with the owner's maintenance, repair, and replacement obligations, or unless as agreed to by the owners of three of the four Lots.

11. Term. The restrictions, covenants, and obligations in this Agreement are for the benefit of each Lot in Jefferson Court and shall inure to and pass with each and every Lot and shall run with the land and shall apply to and bind the respective successors in interest of owners of the Lots. Each owner of a Lot, by acceptance of a deed in Jefferson Court, whether or not it shall be so expressed in such deed, is deemed to have accepted all of such restrictions, covenants and obligations and agrees to contribute their proportional share of the Easement Costs. Each Lot owner hereby agrees that such Easement Costs shall be a charge on the land and shall be a continuing lien upon the Benefitted Lot of any owner who has failed to contribute their proportional share of repair or replacement costs. In accordance with this agreement, Benefitted Lot owners shall be entitled to record a lien against a Benefitted Lot whose owner fails to pay their proportional share of repair or replacement costs. Each Benefitted Lot owner's share of the Easement Costs shall also be the personal obligation of the person(s) who was the owner of such Benefitted Lot at the time when the repair or replacement occurred. Subject to the Dispute Resolution section set forth above, each owner shall have the right to pursue a legal action to personally recover from delinquent Lot owner to the fullest extent permitted by law.

12. Modification/Termination. This Agreement may be amended upon written agreement by all of the owners of the Lots or their successors in interest. Any amendment shall be effective upon recording with the Salt Lake County Recorder. Notwithstanding the foregoing, this Agreement may not be terminated in its entirety without the creation of an adequate legal instrument ensuring the maintenance of the Easement Area, as required in Paragraph 3 above, or the acceptance by a municipality of a dedication of the Jefferson Court right of way.

13. Indemnification. Each owner of a Lot shall indemnify, defend, and hold harmless the other owners of Lots, their guests, directors, officers, agents, and families against any actions, suits, proceedings, liabilities, and damages which may result from the negligent acts or omissions of that owner, their officers, agents, guests, tenants, or employees in connection with this Agreement including without limitation defense costs, attorney, and expert witness fees. Notwithstanding the foregoing, nothing herein shall be construed to require an owner to indemnify a second owner from any claims arising from the sole negligence or willful misconduct of the second owner. The owners of the Lots mutually agree that the indemnification obligations in this Section shall only be provided for the benefit of owners of the Lots and at no time and under no circumstance, shall these indemnification obligations be assigned, transferred, assumed or otherwise made enforceable for the benefit of another third-party person or entity.

14. Insurance. Each owner of a Lot is responsible to obtain their own property or general liability insurance policy for their home, lot and the Easement Area for their own benefit, and as they reasonably deem necessary.
15. Relationship of Parties. Nothing in this Agreement shall cause to form or constitute a partnership, joint venture, or homeowners association by the Lot owners between the Lot owners, and this Agreement is an arms-length arrangement between independent Lot owners.
16. Successors and Assigns. This Agreement shall run with the land and be binding upon and inure to the benefit of the owner or owners of the Lots, their successors, and permitted assigns. Each Lot owner is deemed to have accepted all of such restrictions, covenants and obligations and each Benefitted Lot owner agrees to contribute their one third proportional share of the Easement Costs.
17. Governing Law and Disputes. This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah. Jurisdiction for disputes shall be brought in the Third Judicial District Court of Salt Lake County, State of Utah.
18. No Waiver. Failure by any Lot owner to enforce any restriction or provision of this Agreement shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other restriction or provision.
19. Attorney Fees. If an action is brought by any Lot owner in respect to their rights under this Agreement, the prevailing party will be entitled to their reasonable attorney fees and costs and other reasonable enforcement costs incurred. A first materially breaching party shall not be entitled to prevailing party status.
20. Severance. Should any provisions of this Agreement, at any time, be in conflict with any law, rule, or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than operative, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.
21. Headings. The headings, titles, and subtitles used in this Agreement are for ease of reference only and shall not control nor affect the meaning or construction of any provision hereof.
22. Ratification. Each individual executing this Agreement as a manager or member of a limited liability company represents and warrants that he/she has the authority to execute this agreement.
23. Recordation. This Agreement shall be recorded in the official records of the Salt Lake County Recorder.
24. Effective Date. This Agreement and any amendment hereof shall take effect upon its filing in the office of the Salt Lake County Recorder.

IN WITNESS WHEREOF, Frank LeBaron, on behalf of JLF Investments LC, a Utah limited liability company, as owner of Lot 102, Lot 103, and Lot 104 of the Jefferson Court Subdivision, has executed this Agreement this 18 day of May, 2021.

JLF Investments LC


By: Frank LeBaron

IN WITNESS WHEREOF, Frank LeBaron, on behalf of LeBaron Company, LLC, a Utah limited liability company, as owner of Lot 101 of the Jefferson Court Subdivision, has executed this Agreement this 18 day of May, 2021.

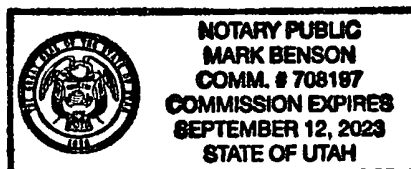
LeBaron Company, LLC


By: Frank LeBaron

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On the 18 day of May 2021, personally appeared before me Frank LeBaron, the signer of the foregoing instrument who duly acknowledged to me that he is the authorized signer for JLF Investments, LC, and LeBaron Company, LLC, and that he did separately execute the foregoing instrument for and on behalf of JLF Investments, LC, and LeBaron Company, LLC.

Notary Public: 



DESCRIBED BELOW IN ACCORDANCE WITH SECTION 17-25-17, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS:

**JEFFERSON COURT
SUBDIVISION**

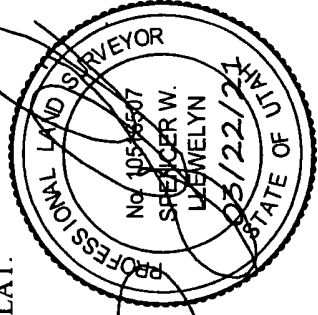
AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.



GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.



Spencer W. Llewellyn
Professional Land Surveyor
Certificate No. 10516507

03/22/2021
Date

BOUNDARY DESCRIPTION

All of that real property described in Deed Entry No. 12484639 of the Official Records of Salt Lake County, being all of Lots 11-17 EASTVALE ADDITION, according to the Official Plat thereof recorded April 29, 1918 in Book H of Plats at Page 5 in the Office of the Salt Lake County Recorder, and that portion of Jordan Avenue and Park Street vacated by Ordinance No. 2020-O-16, recorded as Entry No. 13417871 of the Official Records of Salt Lake County, located in the S1/2 of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Northeast Corner of Lot 10, Block 3, EASTVALE ADDITION, according to the Official Plat thereof recorded April 29, 1918 in Book H of Plats at Page 5 in the Office of the Salt Lake County Recorder, located N89°52'55"E 147.12 feet and North 608.89 feet from the Witness Corner for the South 1/4 Corner of Section 25, T2S, R1W, SLB&M (Basis of Bearing: S89°52'55"W along the Monument line of Center Street between the Witness Corner for the South 1/4 Corner of Section 25, T2S, R1W, SLB&M and the Intersection Monument located in the Intersection of Center Street and State Street); thence S89°52'55"W along the Northerly line of said lot 148.31 feet to the Easterly line of lands of The Board of Education of Canyons School District said line also being the Westerly line of said EASTVALE ADDITION; thence N00°07'05"W along said line 252.09 feet to the Southerly line of a 1.0 foot wide reserved strip as shown on said EASTVALE ADDITION; thence N89°52'55"E along said strip 46.49 feet; thence S49°43'05"E to and along the Northeasterly line of Lot 17 of said Block 3, EASTVALE ADDITION 133.70 feet to the Northwest Corner of Lot 18 of said Block 3, EASTVALE ADDITION; thence S00°07'05"E along the Westerly line of said lot 165.43 feet to the point of beginning.

Contains: 32,976 square feet or 0.76 acres +/-

OWNER'S DEDICATION

KNOWN ALL BY THESE PRESENT THAT WE, THE UNDERSIGNED OWNERS OF THE