

WHEN RECORDED RETURN TO:

Ivory Homes, Ltd.
Attn: Ryan Tesch
978 Woodoak Lane
Salt Lake City, Utah 84117

14127550 B: 11431 P: 862 Total Pages: 14
07/11/2023 10:21 AM By: csummers Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

21.19.109.013

21.19.109.014

DECLARATION OF ACCESS EASEMENT

This Declaration of Access Easement ("Declaration") is executed by Ivory Homes, Ltd. (the "Declarant").

RECITALS

- A. WHEREAS Declarant is the owner of that certain real property located in Salt Lake County, Utah and depicted on Exhibit "A" attached hereto and incorporated herein by this reference (the "**Property**").
- B. WHEREAS the Property is subdivided into residential lots ("**Lots**").
- C. WHEREAS the residential lots labeled Lot 178 and Lot 179 share a portion of a of the Property for common access, which common access is depicted as the highlighted portion on Exhibit "B".
- D. WHEREAS Declarant desires to execute this Declaration to create an express easement and provide common use of a shared driveway with the location described with particularity on Exhibit "C" (the "**Common Driveway**").

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 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. Declarant's Property Subject to the Easements. Declarant hereby declares that the Property shall be held, sold, conveyed, transferred, constructed, operated, maintained, leased, and occupied subject to or as applicable, together with, the easement set forth herein (collectively "**Easement**"). Further, in the event of any sale, conveyance, or transfer of the Property to a third party, no further actions or agreements shall be necessary to effectuate such Easement and said Easement shall remain effective against and for the Property in perpetuity.
- 2. Grant of Easement. Declarant grants, declares, and covenants that the Common Driveway shall hereinafter be appurtenant to Lots 178 and 179 of the Property and that such Lots shall be benefited and burdened by a perpetual, 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. The Common Driveway shall be subject to a perpetual, nonexclusive public utility

easement for the purpose of permitting above and below ground public utilities to be installed and maintained.

a. Restrictions on Use 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 affected Lots. 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 owned by another Owner.

3. 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 Driveway on the Owner's respective Lot prior to delinquency of such taxes or special assessments.

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

5. 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 in a recordable form by the Owners.

6. 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.

7. No Merger. It is the express intent of Declarant that this Declaration remain in full force and effect and that the Easement 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 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.

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

9. 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.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Association has executed this instrument the 11 day of July, 2023

DECLARANT: IVORY HOMES, LTD.



BY: Ryan R. Tesch

DATE:

IT'S: CFO

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 11 day, July of 2023 by Ryan R. Tesch, the CFO of Ivory Homes, Ltd. duly acknowledged to me that said Company executed the same.



NOTARY PUBLIC

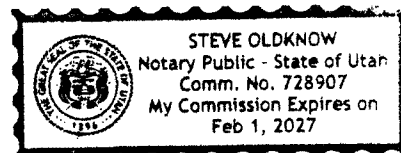
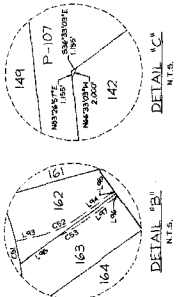


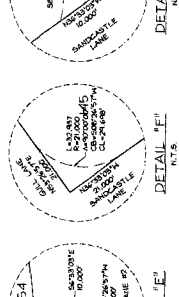
EXHIBIT "A"

**DAYBREAK VILLAGE
HARBOR PLAT 2**

SIDEWALK EASEMENTS
 DETAILS TO BE MAINTAINED
 BY THE APPLICABLE HOME OWNERS ASSOCIATION



ACCESS EASEMENTS - LINES
 DETAILS TO THROUGH "C" ACCESS PARAMETERS FOR LINES TO
 BE MAINTAINED BY SOUTH JORDAN CITY



Line #	Length	Direction
L1	43.00	N82°33'07\"
L2	7.00	N82°33'07\"
L3	19.00	N82°33'07\"
L4	3.00	N82°33'07\"
L5	18.00	N82°33'07\"
L6	1.00	N82°33'07\"
L7	1.00	N82°33'07\"
L8	1.00	N82°33'07\"
L9	1.00	N82°33'07\"
L10	1.00	N82°33'07\"
L11	1.00	N82°33'07\"
L12	1.00	N82°33'07\"
L13	1.00	N82°33'07\"
L14	1.00	N82°33'07\"
L15	1.00	N82°33'07\"
L16	1.00	N82°33'07\"
L17	1.00	N82°33'07\"
L18	1.00	N82°33'07\"
L19	1.00	N82°33'07\"
L20	1.00	N82°33'07\"

Line #	Length	Direction
L21	1.00	N82°33'07\"
L22	1.00	N82°33'07\"
L23	1.00	N82°33'07\"
L24	1.00	N82°33'07\"
L25	1.00	N82°33'07\"
L26	1.00	N82°33'07\"
L27	1.00	N82°33'07\"
L28	1.00	N82°33'07\"
L29	1.00	N82°33'07\"
L30	1.00	N82°33'07\"
L31	1.00	N82°33'07\"
L32	1.00	N82°33'07\"
L33	1.00	N82°33'07\"
L34	1.00	N82°33'07\"
L35	1.00	N82°33'07\"
L36	1.00	N82°33'07\"
L37	1.00	N82°33'07\"
L38	1.00	N82°33'07\"
L39	1.00	N82°33'07\"
L40	1.00	N82°33'07\"

Line #	Length	Direction
L41	1.00	N82°33'07\"
L42	1.00	N82°33'07\"
L43	1.00	N82°33'07\"
L44	1.00	N82°33'07\"
L45	1.00	N82°33'07\"
L46	1.00	N82°33'07\"
L47	1.00	N82°33'07\"
L48	1.00	N82°33'07\"
L49	1.00	N82°33'07\"
L50	1.00	N82°33'07\"
L51	1.00	N82°33'07\"
L52	1.00	N82°33'07\"
L53	1.00	N82°33'07\"
L54	1.00	N82°33'07\"
L55	1.00	N82°33'07\"
L56	1.00	N82°33'07\"
L57	1.00	N82°33'07\"
L58	1.00	N82°33'07\"
L59	1.00	N82°33'07\"
L60	1.00	N82°33'07\"

Line #	Length	Direction
L61	1.00	N82°33'07\"
L62	1.00	N82°33'07\"
L63	1.00	N82°33'07\"
L64	1.00	N82°33'07\"
L65	1.00	N82°33'07\"
L66	1.00	N82°33'07\"
L67	1.00	N82°33'07\"
L68	1.00	N82°33'07\"
L69	1.00	N82°33'07\"
L70	1.00	N82°33'07\"
L71	1.00	N82°33'07\"
L72	1.00	N82°33'07\"
L73	1.00	N82°33'07\"
L74	1.00	N82°33'07\"
L75	1.00	N82°33'07\"
L76	1.00	N82°33'07\"
L77	1.00	N82°33'07\"
L78	1.00	N82°33'07\"
L79	1.00	N82°33'07\"
L80	1.00	N82°33'07\"

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length	Offset Length
C1	18.24	20.00	107°46'32\"	S73°25'24\"	17.00	17.00
C2	11.00	12.00	107°46'32\"	S67°21'14\"	10.00	10.00
C3	1.00	1.00	107°46'32\"	S53°31'14\"	1.00	1.00
C4	253.20	325.00	107°46'32\"	S43°31'14\"	226.47	40.99
C5	106.66	825.00	107°46'32\"	S33°31'14\"	106.44	0.22
C6	28.27	54.00	107°46'32\"	N82°33'07\"	27.92	0.35
C7	31.46	60.00	107°46'32\"	N82°33'07\"	31.00	0.46
C8	6.15	10.00	107°46'32\"	N82°33'07\"	6.15	0.00
C9	1.48	2.00	107°46'32\"	N82°33'07\"	1.48	0.00
C10	33.28	296.75	107°46'32\"	N82°33'07\"	33.27	0.01
C11	8.50	296.75	107°46'32\"	N82°33'07\"	8.50	0.00
C12	3.18	446.33	107°46'32\"	N82°33'07\"	3.18	0.00
C13	22.24	246.33	107°46'32\"	N82°33'07\"	22.24	0.00
C14	4.80	246.33	107°46'32\"	N82°33'07\"	4.80	0.00
C15	12.84	26.00	107°46'32\"	N82°33'07\"	12.84	0.00
C16	18.44	26.00	107°46'32\"	N82°33'07\"	18.44	0.00
C17	9.49	42.00	107°46'32\"	N82°33'07\"	9.49	0.00
C18	36.79	30.00	107°46'32\"	N82°33'07\"	36.79	0.00
C19	3.77	60.00	107°46'32\"	N82°33'07\"	3.77	0.00
C20	29.41	60.00	107°46'32\"	N82°33'07\"	29.41	0.00
C21	0.63	340.547	107°46'32\"	N82°33'07\"	0.63	0.00
C22	17.00	340.547	107°46'32\"	N82°33'07\"	17.00	0.00
C23	24.00	340.547	107°46'32\"	N82°33'07\"	24.00	0.00
C24	31.00	340.547	107°46'32\"	N82°33'07\"	31.00	0.00
C25	31.00	340.547	107°46'32\"	N82°33'07\"	31.00	0.00

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length	Offset Length
C26	17.00	340.547	107°46'32\"	S73°25'24\"	17.00	17.00
C27	11.00	340.547	107°46'32\"	S67°21'14\"	11.00	11.00
C28	1.00	340.547	107°46'32\"	S53°31'14\"	1.00	1.00
C29	4.62	340.547	107°46'32\"	S43°31'14\"	4.62	4.62
C30	39.19	340.547	107°46'32\"	S33°31'14\"	39.19	39.19
C31	20.41	70.00	107°46'32\"	N82°33'07\"	20.38	0.03
C32	80.18	50.00	107°46'32\"	N82°33'07\"	79.76	0.42
C33	76.27	50.00	107°46'32\"	N82°33'07\"	75.85	0.42
C34	21.07	170.00	107°46'32\"	N82°33'07\"	21.06	0.01
C35	21.00	170.00	107°46'32\"	N82°33'07\"	21.00	0.00
C36	1.78	10.00	107°46'32\"	N82°33'07\"	1.78	0.00
C37	1.00	10.00	107°46'32\"	N82°33'07\"	1.00	0.00
C38	16.76	246.40	107°46'32\"	N82°33'07\"	16.76	0.00
C39	1.00	246.40	107°46'32\"	N82°33'07\"	1.00	0.00
C40	14.57	4.00	107°46'32\"	N82°33'07\"	14.57	0.00
C41	4.31	4.00	107°46'32\"	N82°33'07\"	4.31	0.00
C42	4.70	3.00	107°46'32\"	N82°33'07\"	4.70	0.00
C43	2.86	1.00	107°46'32\"	N82°33'07\"	2.86	0.00
C44	2.36	1.00	107°46'32\"	N82°33'07\"	2.36	0.00
C45	2.36	1.00	107°46'32\"	N82°33'07\"	2.36	0.00
C46	23.00	44.00	107°46'32\"	N82°33'07\"	23.76	0.76
C47	6.02	246.40	107°46'32\"	N82°33'07\"	6.02	0.00
C48	10.49	246.40	107°46'32\"	N82°33'07\"	10.49	0.00

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length	Offset Length
C49	5.24	27.646	107°46'32\"	N82°33'07\"	5.24	0.00
C50	44.94	106.00	107°46'32\"	N82°33'07\"	44.80	0.14
C51	14.24	363.37	107°46'32\"	N82°33'07\"	14.24	0.00
C52	39.19	70.00	107°46'32\"	N82°33'07\"	39.19	0.00
C53	20.41	70.00	107°46'32\"	N82°33'07\"	20.38	0.03
C54	80.18	50.00	107°46'32\"	N82°33'07\"	79.76	0.42
C55	76.27	50.00	107°46'32\"	N82°33'07\"	75.85	0.42
C56	21.07	170.00	107°46'32\"	N82°33'07\"	21.06	0.01
C57	21.00	170.00	107°46'32\"	N82°33'07\"	21.00	0.00
C58	1.78	10.00	107°46'32\"	N82°33'07\"	1.78	0.00
C59	1.00	10.00	107°46'32\"	N82°33'07\"	1.00	0.00
C60	16.76	246.40	107°46'32\"	N82°33'07\"	16.76	0.00
C61	1.00	246.40	107°46'32\"	N82°33'07\"	1.00	0.00
C62	14.57	4.00	107°46'32\"	N82°33'07\"	14.57	0.00
C63	4.31	4.00	107°46'32\"	N82°33'07\"	4.31	0.00
C64	4.70	3.00	107°46'32\"	N82°33'07\"	4.70	0.00
C65	2.86	1.00	107°46'32\"	N82°33'07\"	2.86	0.00
C66	2.36	1.00	107°46'32\"	N82°33'07\"	2.36	0.00
C67	2.36	1.00	107°46'32\"	N82°33'07\"	2.36	0.00
C68	23.00	44.00	107°46'32\"	N82°33'07\"	23.76	0.76
C69	6.02	246.40	107°46'32\"	N82°33'07\"	6.02	0.00
C70	10.49	246.40	107°46'32\"	N82°33'07\"	10.49	0.00

Sheet 5 of 6
 PERIGEE CONSULTANTS, INC.
 11410 N. 114th St., Suite 100
 Omaha, NE 68148
 Phone: 402.426.1141
 Fax: 402.426.1142
 Website: www.perigee.com

EXHIBIT "B"

**DEPICTION OF
COMMON DRIVEWAY**

EXHIBIT "C"

**LEGAL
DESCRIPTION OF
EASEMENT AREA**

**EASEMENT DESCRIPTION
PREPARED FOR KEVIN ANGLESEY
DAYBREAK VILLAGE HARBOR PLAT 2 19-0092
SOUTH JORDAN CITY, UTAH**

July 3, 2023
(JDL)

An access easement located across a part of Lot 179, DAYBREAK VILLAGE 4 HARBOR PLAT 2 AMENDING LOTS A-4, A-5& O-114 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT, according to the Official Plat thereof recorded May 6, 2019 as Entry No. 12982043 in Book 2019P of Plats at Page 152 in the Office of the Salt Lake County Recorder, located in the NW1/4 of Section 19, Township 3 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located at the Northwest Corner of Lot 179 of said Subdivision said point being located N89°57'12"E 709.27 feet along the Section line and S0°02'48"E 6185.11 feet from the Northwest corner of Section 18, Township 3S, R1W, SLB&M; thence N53°26'57"E 7.00 feet; thence S16°55'13"W 5.60 feet; thence S52°58'18"W 2.50 feet; thence N36°33'03"W 3.35 feet to the point of beginning.

Area Contains: 16+/- square feet