

*courtesy recording

14224757 B: 11482 P: 7153 Total Pages: 17
04/05/2024 10:56 AM By: Jattermann Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: RUDD & HAWKES TITLE INSURANCE AGENCY, LLC
75 W TOWNE RIDGE PKWY STE 150 SANDY, UT 840705538

WHEN RECORDED RETURN TO:

XR Quadrant Development, LLC
1245 East Brickyard Road, Suite 70
Salt Lake City, Utah 84106

Tax Parcel No. 07-27-100-011-0000

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

XR Quadrant Development, LLC

THIS DECLARATION (this "**Declaration**") is dated as of the 4th day of April, 2024, and executed by **XR QUADRANT DEVELOPMENT, LLC**, a Utah limited liability company ("**Declarant**"), whose address is 1245 East Brickyard Road, Suite 70, Salt Lake City, Utah 84106.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, Declarant agrees as follows:

1. Definitions. As used in this Declaration, each of the following terms shall have the indicated meaning:

"Drainage Easement Area" means the real property located in Salt Lake County, Utah, shown on the Drawing and on the attached Exhibit B, and described as follows:

A drainage swale easement being a strip of land 25.00 feet in width lying within Parcel A, The Quadrant – Plat "A", recorded September 27, 2022 as Entry No. 14022063 in Book 2022 of Plats at Page 229 in the Office of the Salt Lake County Recorder and located in the Northwest Quarter of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian. Said 25.00-wide strip of land lies 12.50 feet each side of the following described centerline: Beginning at a point which is 1044.82 feet S. 89°52'26" E. along the northerly line of said Parcel A, also being the Section line and 116.00 feet South from the northwesterly corner of said Parcel A and Northwest Corner of said Section 27; thence S. 01°25'52" W. 52.67 feet; thence S. 08°59'23" W. 20.89 feet; thence S. 19°42'54" W. 137.12 feet; thence S. 05°45'15" W. 37.32 feet; thence South 1,903.91 feet to the Point of Terminus. The sidelines of said 25.00-wide strip of land shall be lengthened or shortened to begin and end at right angles to said centerline. Contains 53,798 sq. ft. in area or 1.235 acres, more or less. Basis of bearing: N. 89°51'16" W. per said The Quadrant – Plat "A" along the Quarter Section line between the East Quarter Corner and the Center of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian.

"Drawing" means the plat drawing (not yet recorded) attached as Exhibit A, which covers the real property located in Salt Lake County, Utah, described as follows:

All of Parcel A, The Quadrant Plat "A", recorded September 27, 2022 as Entry No. 14022063 in Book 2022 of Plats at Page 229 in the Office of the Salt Lake County Recorder

located in the Northwest Quarter of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian.

"Easement Areas" means, collectively, the Drainage Easement Area and the Vehicular Easement Areas.

"Lot 3" means the real property located in Salt Lake County, Utah, and shown on the Drawing.

"Mortgage" means a mortgage or a deed of trust recorded in the Official Records.

"Mortgagee" means the mortgagee under a mortgage, or the beneficiary under a deed of trust, recorded in the Official Records.

"Official Records" means the official records of the Salt Lake County Recorder, Utah.

"Owner" means the person that at the time concerned is the legal owner of record (in the Official Records) of a whole or undivided fee interest in any portion of any Parcel, and thus includes any person that is a successor in interest as to Declarant's fee interest in any portion of either Parcel. If there is more than one Owner of a Parcel at the time concerned, the obligations and liabilities of each such Owner for performance under, and compliance with, the applicable provisions of this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a Mortgage, the term "Owner" shall not mean a Mortgagee unless and until such Mortgagee has acquired title to the Parcel concerned pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure.

"Parcel B" means the real property located in Salt Lake County, Utah, and shown on the Drawing.

"Parcels" means Lot 3 and Parcel B, collectively, and **"Parcel"** means either Lot 3 or Parcel B, individually, where no distinction is required by the context in which such term is used.

"Vehicular Easement Areas" means the real property located in Salt Lake County, Utah, shown on the Drawing and on the attached Exhibit C, and described as follows:

Cross-Access Easement #1:

A cross-access easement being a part of Parcel A, The Quadrant – Plat "A", recorded September 27, 2022 as Entry No. 14022063 in Book 2022 of Plats at Page 229 in the Office of the Salt Lake County Recorder. Said easement is located in the Northwest Quarter of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian and described as follows: Beginning at a point on the southerly line of said Parcel A, which is 1625.97 feet N. 89°51'09" W. along the Quarter Section line from the Center of said Section 27; thence N. 89°51'09" W. 40.00 feet along said southerly line of Parcel A; thence North 168.50 feet; thence East 40.00 feet; thence South 168.60 feet to the Point of Beginning. Contains 6,742 sq. ft. in area or 0.154 acre, more or less. Basis of bearing: N. 89°51'16" W. per said The Quadrant – Plat "A" along the Quarter Section line between the

Declaration of Easements, Covenants and Restrictions
XR Quadrant Development, LLC

East Quarter Corner and the Center of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian.

Cross-Access Easement #2:

A cross-access easement being a part of Parcel A, The Quadrant – Plat “A”, recorded September 27, 2022 as Entry No. 14022063 in Book 2022 of Plats at Page 229 in the Office of the Salt Lake County Recorder. Said easement is located in the Northwest Quarter of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian and described as follows: Beginning at a point which is 963.30 feet S. 89°52’26” E. along the northerly line of said Parcel A, also being the Section line and 84.00 feet South from the Northwest Corner of said Parcel A and Northwest Corner of said Section 27; thence S. 89°52’26” E. 40.00 feet; thence S. 00°07’34” W. 142.58 feet; thence S. 07°12’39” E. 51.52 feet; thence West 40.32 feet; thence N. 07°12’39” W. 49.03 feet; thence N. 00°07’34” E. 145.14 feet to the Point of Beginning. Contains 7,766 sq. ft. in area or 0.178 acre, more or less. Basis of bearing: N. 89°51’16” W. per said The Quadrant – Plat “A” along the Quarter Section line between the East Quarter Corner and the Center of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian.

Temporary Turnaround Easement (the “Turnaround Easement Area”):

A temporary turnaround easement being a part of Parcel A, The Quadrant – Plat “A”, recorded September 27, 2022 as Entry No. 14022063 in Book 2022 of Plats at Page 229 in the Office of the Salt Lake County Recorder. Said easement is located in the Northwest Quarter of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian and described as follows: Beginning at a point which is 851.95 feet S. 89°52’26” E. along the northerly line of said Parcel A, also being the Section line and 31.00 feet S. 00°07’34” W. from the northwesterly corner of said Parcel A and Northwest Corner of said Section 27; thence S. 00°07’34” W. 40.00 feet; thence N. 89°52’26” W. 1.29 feet to a point of tangency with a 20.00-foot radius curve to the left, concave southeasterly; thence southwesterly 29.50 feet along the arc of said curve, through a central angle of 84°29’50” (chord bears S. 47°52’39” W. 26.89 feet) to a point of reverse curvature with a 53.00-foot radius curve to the right, concave northeasterly (radius point bears N. 84°22’17” W.); thence northwesterly 244.56 feet along the arc of said curve through a central angle of 264°22’39” (chord bears N. 42°10’57” W. 78.54 feet); thence S. 89°52’26” E. 74.07 feet to the Point of Beginning. Contains 10,346 sq. ft. in area or 0.237 acre, more or less. Basis of bearing: N. 89°51’16” W. per said The Quadrant – Plat “A” along the Quarter Section line between the East Quarter Corner and the Center of Section 27, Township 1 North, Range 2 West, Salt Lake Base and Meridian.

2. Grant of Rights-of-Way and Easements.

2.1. Vehicular Easement Areas. The Parcels (but no other real property) shall have appurtenant thereto and shall be benefited by, and the Vehicular Easement Areas shall be subject to and shall be burdened by, a perpetual (except as expressly set forth with respect to the Turnaround Easement Area), non-exclusive right-of-way and easement for (a) vehicular ingress and egress (but not parking) on,

Declaration of Easements, Covenants and Restrictions
XR Quadrant Development, LLC

over and across the Vehicular Easement Areas, and (b) the laying, construction, installation, use, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of underground utility pipes, lines, wires, conduits and related facilities (including, without limitation, pipes, lines, wires, conduits and related facilities for electricity, natural gas, other fuels or power sources, telephone, sewer, storm drainage and all types of water) under, through and across the Vehicular Easement Areas. Notwithstanding the foregoing or anything else to the contrary contained in this Declaration, as to the Turnaround Easement Area (only), this Declaration shall automatically terminate and have no further force or effect on the date on which Salt Lake City accepts the dedication of the westerly extension of 1400 North to at least the westerly boundary line of the Turnaround Easement Area.

2.2. Drainage Easement Area. The Parcels (but no other real property) shall have appurtenant thereto and shall be benefited by, and the Drainage Easement Area shall be subject to and shall be burdened by, a perpetual, non-exclusive easement for storm water drainage, and for servicing, maintenance and repair of the Drainage Easement Area.

2.3. Entry. Each Parcel Owner may enter on any portion of the other Parcel as may be necessary or appropriate in order to accomplish the laying, construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of the utilities and facilities referred to in the foregoing portion of this Paragraph 2, and in connection with such utilities and facilities, excavate or conduct construction activities on the other Parcel, so long as such excavation or construction activities are performed in a good and workmanlike manner and are prosecuted diligently to completion. On completion of such excavation or construction activities, the Owner conducting such activities shall promptly restore any portion of the Parcel of the other Owner affected to the same condition as existed prior to the commencement of such activities, using the same type and quality of materials previously used.

3. No Interference. Except to the extent necessary on a temporary basis for reasonable construction, for repair and maintenance, for traffic regulation and control, or to prevent a public dedication or the accrual of any rights to the public, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of the rights-of-way and easements granted in Paragraph 2 shall be constructed or erected, nor shall either Owner in any other manner obstruct or interfere with the use of such rights-of-way and easements.

4. Maintenance. The Vehicular Easement Areas shall at all times be properly surfaced with asphalt, concrete or other similar material at the cost of the Owner of the Parcel on which such Vehicle Easement Areas (or portions thereof) are located. Each Owner shall at all times maintain or cause to be maintained that portion of the Easement Areas located on such Owner's Parcel in a reasonably good, clean, safe and operating condition and repair, reasonably free from debris, rubbish, snow, ice and other materials. If either Owner fails to comply with the foregoing portion of this Paragraph 4, the other Owner may (but is not obligated to), after giving at least thirty (30) days' written notice to the non-complying Owner, perform or cause to be performed such work as is necessary to cause the Easement Areas so to comply. In such event, all sums reasonably expended, and all costs and expenses reasonably incurred, by the performing Owner in connection with such work shall bear interest from the date expended or incurred (as the case may be) at the rate of twelve percent (12%) per annum until paid or otherwise satisfied in full, and shall be paid promptly to the performing Owner by the non-complying Owner on written demand.

5. **Duration; Not a Public Dedication.** This Declaration and each right-of-way, easement, covenant and restriction set forth in this Declaration shall be perpetual, except as expressly set forth with respect to the Turnaround Easement Area. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Parcels for the general public or for any public purpose whatsoever, it being the intention of Declarant that this Declaration be strictly limited to the purposes expressed in this Declaration.

6. **Appurtenances to Parcels; Covenants Run with Land; Various Events.** Each right-of-way, easement, covenant and restriction created by this Declaration is an appurtenance to the Parcel benefited by such right-of-way, easement, covenant and restriction (but no other real property) and may not be transferred, assigned or encumbered except as an appurtenance to such Parcel. For the purposes of each such right-of-way, easement, covenant and restriction, the benefited Parcel shall constitute the dominant estate and the burdened Parcel shall constitute the servient estate. Each right-of-way, easement, covenant and restriction contained in this Declaration (whether affirmative or negative in nature) shall: create an equitable servitude on the burdened Parcel in favor of the benefited Parcel (but no other real property); constitute a covenant running with the land; benefit and bind every person having any fee, leasehold, Mortgage lien or other interest in any portion of the Parcel concerned; and benefit and bind an Owner whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or other means. If either Owner transfers all or any portion of the Parcel owned by such Owner, the transferee shall automatically be deemed to have assumed and agreed to be personally bound by the covenants of such Owner contained in this Declaration, and if the transferring Owner has by such transfer transferred all of such Owner's ownership interest in such Parcel, such transferring Owner shall be released and discharged from all obligations under this Declaration with respect to such Parcel that accrue after (but not before) the date of recordation in the Official Records of the instrument effecting such transfer. No breach of this Declaration shall entitle either Owner to cancel, rescind or otherwise terminate this Declaration (but such limitation shall not affect any other right or remedy or limit any obligation that either Owner may have under this Declaration by reason of any such breach), or defeat or render invalid the lien of any Mortgage made in good faith and for value as to any Parcel. The ownership of both Parcels by the same person shall not result in the termination of this Declaration. The interests in and rights concerning any portion of the Parcels held by or vested in Declarant or any other person on or after the date of this Declaration (including, without limitation, any Mortgage lien) shall be subject and subordinate to this Declaration, and this Declaration shall be prior and superior to such interests and rights, as may be necessary to effectuate all the terms and provisions set forth in this Declaration. As of the date of this Declaration, Declarant is the sole Owner of the Parcels.

7. **Modification.** This Declaration and any right-of-way, easement, covenant or restriction contained in this Declaration may not be terminated, extended, modified or amended without the consent of each Owner, and any such termination, extension, modification or amendment shall be effective on recordation in the Official Records of a written document effecting the same, executed and acknowledged by each Owner.

8. **Attorneys' Fees.** If either Owner brings suit to enforce or interpret this Declaration or for damages on account of the breach of any provision of this Declaration, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing party is entitled.

9. **General Provisions.** This Declaration shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah. This Declaration shall inure to the benefit of, and shall be binding on, each Owner and the successors and assigns of each Owner. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Declaration shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Declaration. This Declaration may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Declaration to physically form one document. Each exhibit referred to in, and attached to, this Declaration is an integral part of this Declaration and is incorporated in this Declaration by this reference.

[Remainder of page intentionally left blank; signatures and acknowledgments on following pages]

DECLARANT has executed this Declaration below, to be effective as of the date first set forth above.

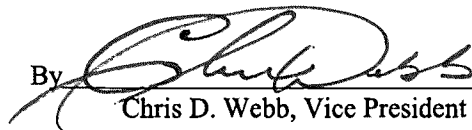
XR QUADRANT DEVELOPMENT, LLC,
a Utah limited liability company,
by its two Managers:

QUADRANT MANAGEMENT, LLC,
a Utah limited liability company,
by its Manager:

THE RITCHIE GROUP, L.C.,
a Utah limited liability company

By 
Paul W. Ritchie, Manager

ALLIED SOLUTIONS GROUP, INC.,
a Utah corporation

By 
Chris D. Webb, Vice President

The foregoing instrument was acknowledged before me this 4th day of April, 2024, by Paul W. Ritchie, Manager of The Ritchie Group, L.C., Manager of Quadrant Management, LLC, Manager of XR Quadrant Development, LLC.



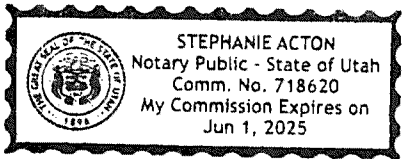
Residing at: 1245 E. Brickyard Rd. #70
Salt Lake City, UT 84106

6/1/2025

14224757 B: 11482 P: 7160 Page 8 of 17

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 4th day of April, 2024, by Chris D. Webb, Vice President of Allied Solutions Group, Inc., Manager of XR Quadrant Development, LLC.



Stephanie Acton
Notary Public

My Commission Expires:
6/1/2025

Residing at: 1245 E. Brickyard Rd, #7D
Salt Lake City, UT 84126

EXHIBIT A

to

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

DRAWING

(See attached)

**Declaration of Easements, Covenants and Restrictions
XR Quadrant Development, LLC**

Exhibit A - 1

EXHIBIT B

to

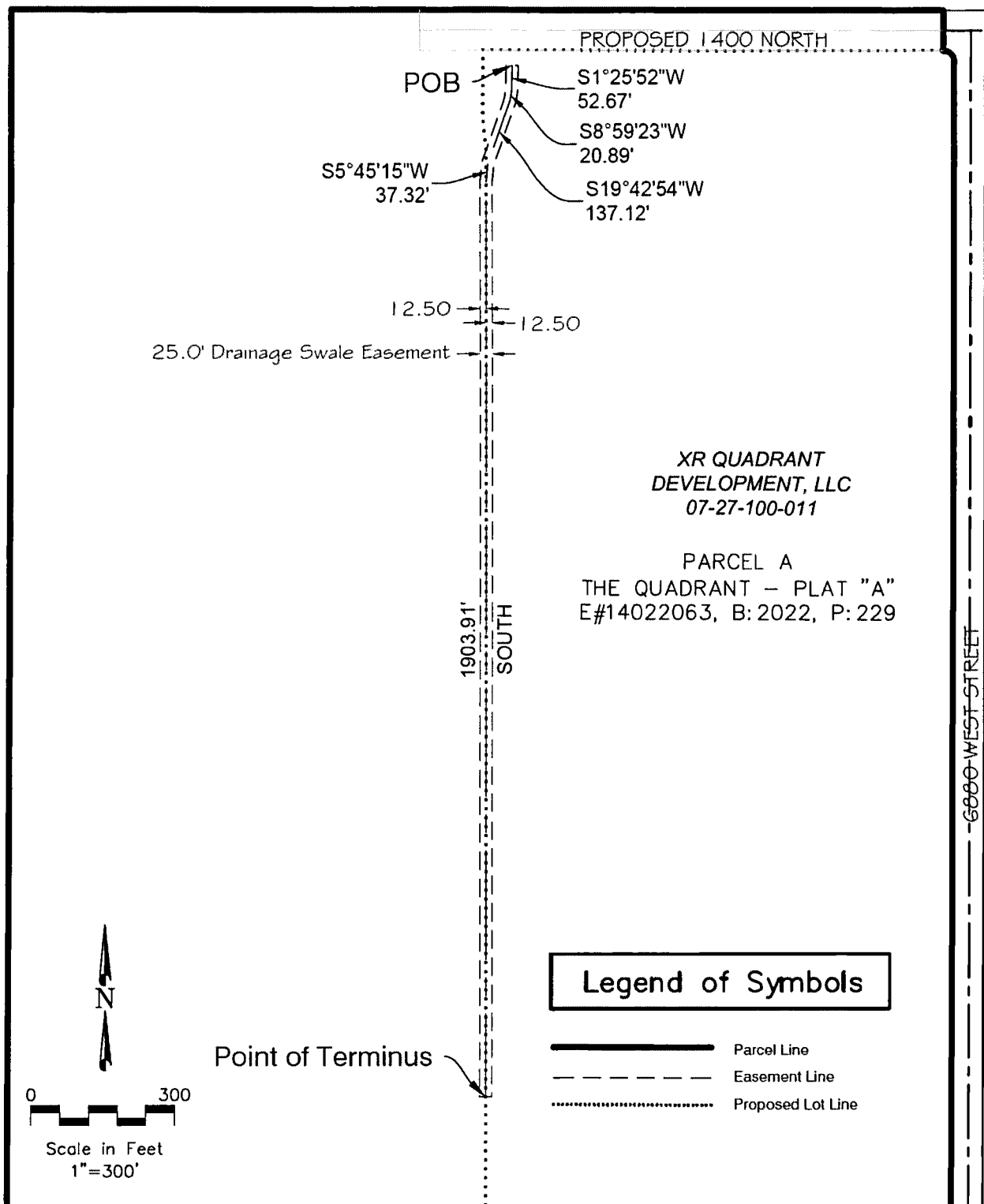
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

DRAINAGE EASEMENT AREA

(See attached)

Declaration of Easements, Covenants and Restrictions
XR Quadrant Development, LLC

Exhibit B - 1



XR QUADRANT DEVELOPMENT, LLC
Drainage Swale Easement

PREPARED BY:



**CIVIL ENGINEERING
+ SURVEYING**

3032 South 1030 West, Suite 202, Salt Lake City, Utah 84119

October 29, 2022

Northwest Quarter
Sec. 27, T.1N., R.2W., S.L.B.&M.

EXHIBIT C

to

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

VEHICULAR EASEMENT AREAS

(See attached)

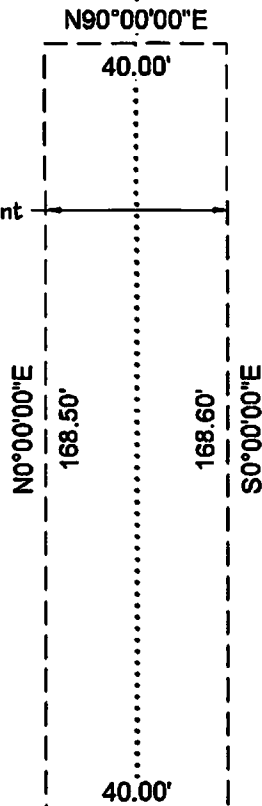
Declaration of Easements, Covenants and Restrictions
XR Quadrant Development, LLC

Exhibit C - 1

PARCEL A
THE QUADRANT - PLAT "A"
E#14022063, B: 2022, P: 229

**XR QUADRANT
DEVELOPMENT, LLC**
07-27-100-011

40.0' Cross Access Easement



N89°51'09\"W

POB



Scale in Feet
1"=40'

Legend of Symbols

- Parcel A Boundary Line
- Easement Line
- Proposed Lot Line

XR QUADRANT DEVELOPMENT, LLC
Cross Access Easement #1

PREPARED BY:



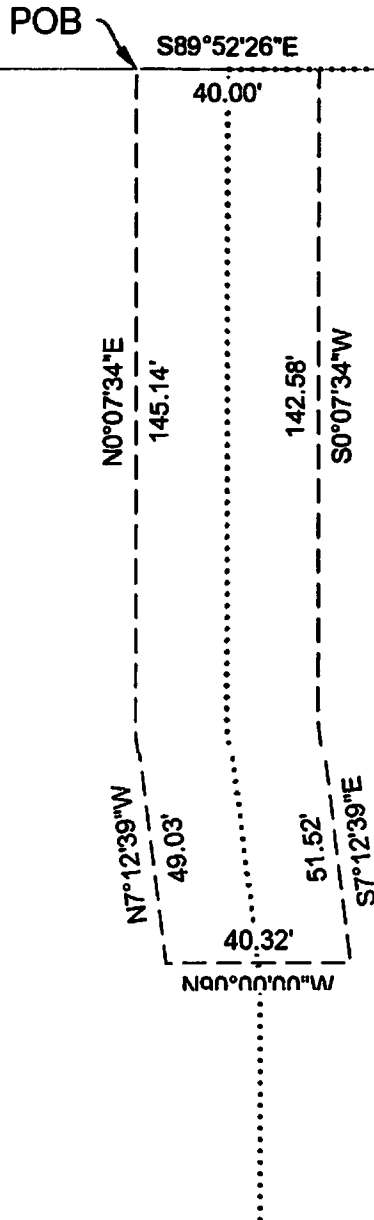
**CIVIL ENGINEERING
+SURVEYING**

3032 South 1030 West, Suite 202, Salt Lake City, Utah 84119

Northwest Quarter
Sec. 27, T.1N., R.2W., S.L.B.&M.

October 29, 2022

PROPOSED 1400 NORTH

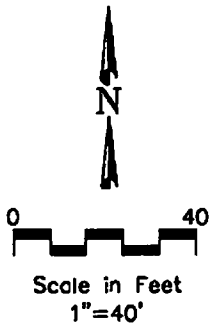


PARCEL A
THE QUADRANT - PLAT "A"
E#14022063, B: 2022, P: 229

**XR QUADRANT
DEVELOPMENT, LLC**
07-27-100-011

Legend of Symbols

- Boundary Line
- Easement Line
- Proposed Lot Line



XR QUADRANT DEVELOPMENT, LLC
Cross Access Easement #2

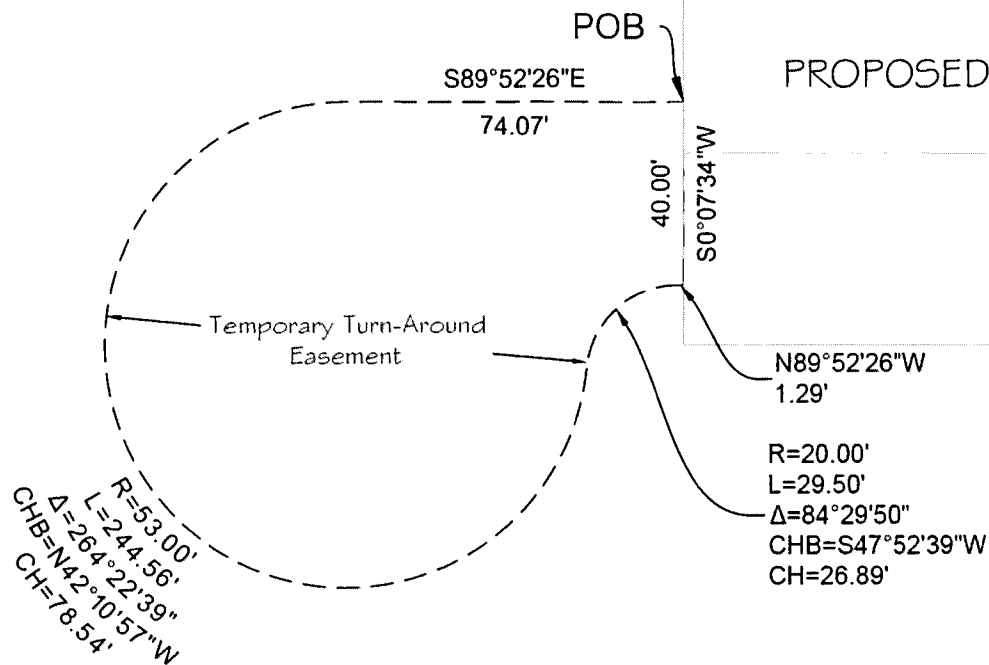
PREPARED BY:

CIR | **CIVIL ENGINEERING
+ SURVEYING**

3032 South 1030 West, Suite 202, Salt Lake City, Utah 84119

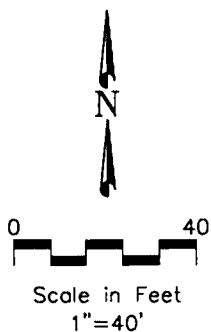
October 29, 2022

Northwest Quarter
Sec. 27, T.1N., R.2W., S.L.B.&M.



XR QUADRANT
DEVELOPMENT, LLC
07-27-100-011

PARCEL A
THE QUADRANT - PLAT "A"
E#14022063, B: 2022, P: 229



Legend of Symbols

- Parcel A Boundary Line
- Easement Line

XR QUADRANT DEVELOPMENT, LLC
Temporary Turn-Around Easement

Northwest Quarter
Sec. 27, T.1N., R.2W., S.L.B.&M.

PREPARED BY:



**CIVIL ENGINEERING
+ SURVEYING**

3032 South 1030 West, Suite 202, Salt Lake City, Utah 84119

October 29, 2022