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04/24/2024 11:08 AM By: mpalmer Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: BGW HOLDINGS LLC  
294 S 850 ECENTERVILLE, UT 84014



## **DECLARATION OF RECIPROCAL EASEMENT AGREEMENT**

THIS DECLARATION OF RECIPROCAL EASEMENT AGREEMENT (this “Declaration”) is made as of this 10<sup>th</sup> day of April, 2024 (the “Effective Date”), by ISL Development I LLC, a Utah limited liability company (“Declarant”) having an address of 294 S 850 E, Centerville, UT 84104.

### **RECITALS:**

A. Declarant is the owner of that certain land consisting of approximately 0.24 acres located in Salt Lake City, Salt Lake County, Utah (the “Property”), which Property is more particularly legally described on Exhibit A attached hereto, and depicted on Exhibit B attached hereto. The Property consists or shall consist of four separate parcels (each a “Parcel”). The owner of each Parcel is referred to herein as an “Owner.” Declarant intends to construct a residential building on the Property (the “Building”).

B. Declarant desires to impose upon the Property mutually beneficial restrictions and easements to provide for the development of the Property.

### **DECLARATION:**

**NOW, THEREFORE**, Declarant hereby declares that the Property and all parts thereof shall be held, transferred, sold, conveyed, mortgaged, leased, occupied and used subject to the terms, provisions, covenants, restrictions, and easements set forth in this Declaration, and hereby further declares as follows:

1. **Restrictions.** No portion of the Property shall be used for any use other than residential use. All work on any portion of the Building or Property shall be performed in accordance with applicable governmental approvals, laws, requirements, regulations, and/or codes.

2. **Easements.**

(a) **Drainage.** Each Parcel is granted a non-exclusive easement in, to, over and through the drainage patterns and systems as are established from time to time at the Property, for reasonable drainage purposes, along with a perpetual, non-exclusive right-of-way and easement to dispose of storm water into any storm basin or detention area, to and through the point of entry into right-of-way or drainage easements of Salt Lake City, or to any subsequent location, taking into consideration reasonable storm drainage capacities. So long as Declarant owns any of the Parcels, Declarant shall have the right, at its sole cost and expense, to designate and change the location or

nature of any storm basin or detention area, so long as Declarant provides access to drainage facilities of an equal capacity and such modification is approved by the applicable governmental authorities.

(b) Utility Easements. The Owner of each Parcel is hereby granted, for the benefit of its Parcel, a perpetual, non-exclusive, appurtenant easement in, over, upon, through, under and across the other Parcels for the purpose of installing, maintaining, restoring, repairing and replacing any utility facilities serving or to serve Owner's Parcel, including but not limited to electric, sanitary, gas, and storm water drainage (both above and below surface drainage), together with reasonable rights of access, ingress and egress to exercise the same. Such utility easements and rights are granted only to the extent reasonably required for development and use of the benefited Parcel and shall not unreasonably interfere with the development and use of any other Parcels. The Owners shall reasonably cooperate in coordinating such work and development.

(c) Additional Easements. So long as Declarant (or its successors or assigns) owns one of the Parcels, Declarant hereby reserves for itself, its successors and assigns, the right to reserve or grant easements for the installation, construction, maintenance, repair and replacement of underground utilities and related facilities, which shall include, but not be limited to, sewer (sanitary and storm), gas, electric, telephone, cable television and water lines, and for related access, ingress, and egress, upon, over, under, and across the Parcels, as it in its reasonable discretion deems proper or appropriate, and provided there is no unreasonable interference with use of the Parcels.

(d) Easements Granted to Third Parties. If Declarant then owns any of the Parcels, no Owner shall, without Declarant's express written consent, grant an easement or easements of the type set forth in this Declaration for the benefit of any property other than the Parcels. If Declarant then no longer owns any of the Parcels, no Owner shall, without all other affected Owners' express written consent, grant an easement or easements of the type set forth in this Declaration for the benefit of any property other than the Parcels.

(e) Restoration. Each Owner shall promptly restore, replace, and repair the ground, pavement, grasses, trees, shrubbery, fences, and all improvements, if any, on any other Parcels that are disturbed by such Owner's exercise of easement rights provided herein, to substantially the condition existing immediately prior to such disturbance, reasonable wear and tear excepted.

3. Indemnification. Each Owner shall indemnify, defend and hold harmless the other Owners from and against any and all losses, liabilities, claims, causes of action, damages, injuries, liens, expenses and costs, including without limitation, reasonable attorneys' fees, of any settlement, judgment or claims of any and every kind whatsoever paid, incurred or suffered, in connection with any damage or liability to persons or property, to the extent caused by the indemnifying Owner arising from its use of the easements created herein.

4. No Dedication; No Third-Party Beneficiaries. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the easements granted herein to the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed. No other person or entity, not a party hereto, shall be deemed a third-party beneficiary of this Declaration.

5. Binding Effect. The easements and rights hereby created, and all the covenants, declarations and provisions of this Declaration, including both benefits and burdens, shall be continuing rights and covenants running with the land and shall bind and inure to the benefit of the Owners and their

respective successors and assigns. The easements created by this Declaration are intended to be perpetual unless this Declaration is modified, amended, canceled or terminated by the written consent of all of the then record owners of the Property.

6. **Modification.** Subject to Declarant's rights hereunder, no provision or term of this Declaration may be amended, modified, revoked, supplemented, waived, or otherwise changed except by a written instrument duly executed by the Owners of the Property.

7. **Waiver.** The failure by any party to enforce any provision of this Declaration in a timely manner shall not be deemed a waiver of the right to enforce that provision, and any express waiver by any party of any breach of any provision of this Declaration shall not be deemed a waiver of any subsequent breach of that provision.

8. **Remedies.** No breach of this Declaration shall entitle any Owner to cancel, rescind, or otherwise terminate the easements granted herein without the consent of all of the other Owners, but such limitation shall not affect, in any manner, any other rights or remedies which the Owners may have hereunder, at law or in equity to enforce any breach of this Declaration. If any party to this Declaration shall bring an action, legal or equitable, against any other party to this Declaration in connection with an alleged breach of the terms and provisions hereof, the losing party shall pay the prevailing party's reasonable attorneys' fees and costs in connection with any such action.

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

10. **Severability.** If any provision of this Declaration shall be held invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Declaration shall not be impaired thereby; nor shall the validity, legality, or enforceability of any such defective provisions be in any way affected or impaired in any other jurisdiction.

11. **No Merger.** There shall be no merger of the easements or of any rights or obligations created and imposed by this Declaration solely by reason of the fact that the same person or entity may hold, own or acquire directly or indirectly the fee simple estate or other lesser estate in any of the real property referenced herein. No such merger shall occur unless or until all of the persons and entities having any such fee simple interest in such Parcels shall join in a written instrument effecting such merger and such written instrument is duly recorded among the official records of Salt Lake County, Utah.

*[Remainder of page intentionally left blank]*

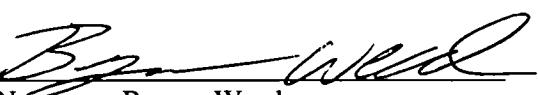
**IN WITNESS WHEREOF**, this Declaration has been executed by Declarant as of the day and year first above written.

**DECLARANT:**

ISL Development I LLC,  
a Utah limited liability company

By: Island View Capital Partners LLC,  
a Utah limited liability company,  
its Manager,

By: BGW Holdings LLC,  
a Utah limited liability company  
its Member

By:   
Print Name: Bryson Weed  
Title: Member

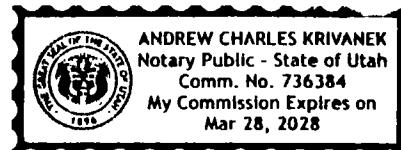
STATE OF UTAH )  
COUNTY OF Salt Lake )

On this 10 day of April, in the year 2024, personally appeared before me Bryson Weed, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Member of BGW Holdings LLC, which entity is the Member of Island View Capital Partners LLC, which entity is the Manager of ISL Development I LLC, and that said document was signed by him/her on behalf of said limited liability company by authority of its bylaws or resolution of its board of directors, and said Bryson Weed acknowledged to me that said limited liability company executed the same.

Witness my hand and official seal.



(seal)



74781292.2

94211810.3

**Exhibit A**

**Legal Description**

The land hereinafter referred to is situated in the City of Salt Lake City, County of Salt Lake, State of UT, and is described as follows:

**LOTS 21 AND 22, BLOCK 15, FOREST DALE OF BLOCK 43 10 ACRE PLAT A,  
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE  
SALT LAKE COUNTY RECORDER'S OFFICE.**

**APN: 16-19-279-001-0000**

The Land described herein also known by the street address of:

**2245 S 600 E, Salt Lake City, UT 84106**

## **Exhibit B**

## Property Depiction

## SUGAR HOUSE 4 PLEX

**ALL OF LOT 21 AND LOT 22, BLOCKS 14 & 15 OF FOREST DALE  
LOCATED IN THE NORTHEAST QUADRANT OF SECTION 19 "TWP. 40 N. R. 4 E.",  
SALT LAKE BASIN AND MOUNTAIN, SALT LAKE CITY, UTAH, LAKE COUNTY, UTAH**

