

After Recording Return To:
Nate Brockbank
2265 E. Murray Holladay Rd.
Holladay, Utah 84117

TIN 22-05-179-030 & 22-05-179-039

Space above this line for Recorder's use only:

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

JOINT USE ACCESS AND SHARED FACILITIES EASEMENT

Effective Date:	November 8, 2024
Property Owner:	Garden Acres, LLC
PROPERTY DESCRIPTION:	
Tract 1:	Lot 4, Garden Acres Subdivision
Tract 2:	Lot 5, Garden Acres Subdivision

Owner declares that the Property must be held, sold, and conveyed subject to the following easements and restrictions to ensure access to and from the Property for pedestrian and vehicular traffic, and to enable shared use of certain facilities as defined herein.

1. DEFINITIONS.

1.01 **"Access Route"** means vehicular and pedestrian ingress and egress amenities associated with the Property (e.g. sidewalks and roads).

1.02 **"Easement User"** means an individual who accesses the Shared Facilities via an Access Route that is located on a portion of the Property, but who is not an owner, tenant, employee, or invitee of the Owner of such portion of the Property.

1.03 **"Improvements"** means all driveway, curb and gutter, drainage, and all other access-related improvements installed within the Access Route or Shared Facilities area.

1.04 **"Owner"** or **"Owners"** means the record owner, whether one or more persons or entities, his, her or its heirs, successors, and assigns, of any right, title, or interest in or to the Property or any part thereof.

1.05 **"Property"** means Tract 1 and Tract 2, either collectively or individually as the context requires.

1.06 **"Shared Facilities"** means a shared mailbox area, garbage collection area, and any related structures or enclosures, as generally depicted on the attached Exhibit 1.

1.07 **"Tract" or "Tracts"** means the real property, or a part of the real property, defined above as "Property."

2. ACCESS AND SHARED FACILITIES EASEMENT. Utilization of the Access Route for purposes of accessing the Shared Facilities is reserved for the nonexclusive right of vehicular and pedestrian ingress and egress for all of the Owners of the Property, and their respective heirs, successors, assigns, tenants, employees, and invitees. However, use of an Access Route by an Easement User shall be limited solely to accessing the Shared Facilities and for no other reason.

3. MAINTENANCE RESPONSIBILITIES

3.01 **Each Owner Maintains.** Each Owner must maintain its Tract, and any portion of the Access Route or Shared Facilities located on its Tract, and all Improvements, to allow continuous, free pedestrian ingress and egress and access to Shared Facilities.

3.02 **Shared Facilities Maintenance and Cost-Sharing.** Each Owner shall pay 50% of all costs to repair and maintain the Shared Facilities. If damage to any part of the Shared Facilities exceeds normal wear and tear costs, the Owner who caused the damage must pay all associated repair costs. If there is disagreement about (1) costs to repair or maintain the Shared Facilities, (2) necessary repairs or maintenance, or (3) responsibility for damage, each Owner agrees to mediate prior to arbitration or litigation.

3.03 **Mediation Process.** Each Owner will agree on a mutually acceptable mediator and will share mediation costs equally. Rights and obligations under this section inure to each Owner and their respective heirs, successors, and assigns, including future owners of any part of the Property.

4. ENFORCEMENT RIGHTS. Any Owner or the local governing authority may enforce, by any proceeding at law or in equity, including specific performance, the easements and restrictions imposed by this Easement. Failure to enforce any easement or restriction does not waive the right to do so in the future.

5. MODIFICATION OR TERMINATION. This Easement may be modified, amended, or terminated upon the filing of a written modification, amendment, or termination document in the real property records of the county in which the Property is located. Such modification, amendment, or termination must be executed, acknowledged, and approved by (a) the applicable municipal authority, if required, (b) all Owners at the time of such modification, amendment, or termination, and (c) any mortgagees holding first lien security interests on any portion of the Property.

6. LEGAL COMPLIANCE. Nothing in this Easement will be construed as requiring or permitting any person or entity to perform any act or omission that violates any local, state, or federal law, regulation, or requirement in effect at the time the act or omission would occur.

7. COVENANTS RUN WITH THE LAND. The obligations created in this Easement run with the land as defined in the Property.

8. SEVERABILITY. If any part, or the application of, this Easement is for any reason held to be unconstitutional, invalid, or unenforceable, the validity of the remaining portions are not affected. All provisions of this Easement are severable to maintain the validity of remaining provisions.

9. NON-MERGER. This Easement shall not be subject to the doctrine of merger, even if the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.

Executed on this 18 day of November, 2024

OWNER:

GARDEN ACRES, LLC

By: Nathan Brockbank
Nathan Brockbank, Manager

State of Utah
County of Salt Lake

On this 18 day of November, 2024, before me, the undersigned Notary Public, personally appeared Nathan Brockbank, as the Manager of Garden Acres, LLC, known or identified to me as the person whose name is signed above, and acknowledged to me that he executed the same as his voluntary act and deed.

Notary Public: Candice Kidd

My Commission Expires: March 1, 2025

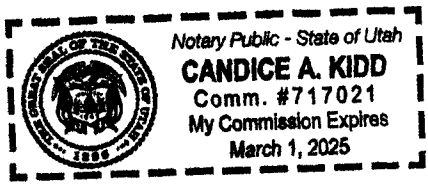


EXHIBIT 1: DEPICTION OF TRACTS AND SHARED FACILITIES AREA(S)

