

WHEN RECORDED RETURN TO:

Christopher P. Gamvroulas  
Ivory Development, LLC  
978 East Woodoak Lane  
Salt Lake City, Utah 84117

**DECLARATION OF ACCESS EASEMENT  
AND  
PRIVATE DRIVEWAY MAINTENANCE AGREEMENT  
FOR  
DRIGGS LOT 3 (Parcel # 28233010150000) and Parcel # 28231530150000**

This Declaration of Access Easement and Private Driveway Maintenance Agreement (“Maintenance Agreement”) is executed by IVORY DEVELOPMENT, LLC., of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the “Declarant”)

**RECITALS**

A. Declarant is the owner of that certain real property located in Salt Lake County, Utah and described with particularity on Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”).

B. This document affects Driggs Lot 3 (Parcel # 28233010150000) and Parcel # 28231530150000 (the “Subdivision”) (each a “Lot” and collectively “Lots”)

C. Declarant desires to execute this Maintenance Agreement to create an access easement and provide common use and maintenance of a shared private driveway with the location described with particularity on Exhibit “B” (the “Common Driveway”).

E. The Lots and Common Driveway are depicted on the Access Easement Exhibit attached as Exhibit “C” and incorporated herein by this reference.

**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 Declarant's Property shall be held, sold, conveyed, transferred, constructed, operated, maintained, leased, and occupied subject to or as applicable, together with, the easements, rights-of-way and maintenance obligations set forth herein (collectively “Easement”). Further, in the

event of any sale, conveyance, or transfer of the Declarant's 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 Declarant's Property in perpetuity.

2. Grant of Easement. Declarant grants, declares, and covenants that the Common Driveway shall hereinafter be appurtenant to the Property and that Lots 1 and 2 of the Subdivision 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. The Owner of each lot, regardless of whether its interest in the Common Driveway is that of a dominant or servient estate, shall be subject to all the benefits, burdens, rights, restrictions and costs described herein (collectively, the "Benefits and Burdens").

3. Mutual Benefits and Burdens. The mutual Benefits and Burdens running with the Property and binding the Owners thereof include:

- a. A non-exclusive easement over, across and through the Common Driveway for the purpose of pedestrian and vehicular traffic between each Lot and the road as shown on Exhibit C.
- b. 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 Lots comprising the Property.

4. Maintenance.

- a. The Owners shall be responsible for maintenance, snow removal, and improvement costs the Common Driveway, with the Owners of each Lot being responsible for their fifty percent (50%) pro rata share of the costs of such maintenance (for a total of 100%).
- b. The Common Driveway shall be maintained in (i) a condition that allows emergency vehicles, including without limitation ambulances, police and fire

vehicles, access to all of the Lots on the Property and (ii) at least as good as the condition that is required for streets maintained by the surrounding municipality.

- c. No Owner shall be liable for maintenance costs unless such maintenance costs are (i) reasonably necessary to satisfy the requirements of Paragraph 4(b).
- d. If any Owner fails to pay for such Owner's percentage share of reasonably necessary maintenance costs as required pursuant to a written request in accordance with subparagraph (c) above, then the other Owners shall be entitled (i) to obtain an injunction or court order requiring such payment of costs, or (ii) to undertake all reasonably necessary maintenance and bill each Owner for such Owner's percentage share of the maintenance costs. If an Owner has not paid such Owner's respective percentage share of the reasonably necessary maintenance costs within thirty (30) days of receiving the written invoices for the costs of such maintenance, any other Owner actually paying for such costs shall have a lien against the Lot of the Owner who refuses to pay such costs in the amount of the unpaid percentage share of such costs plus interest at the rate of five percent (5%) per annum from the date such costs were incurred. For purposes of enforcing this Declaration, the Owners shall be deemed to be an association as defined in Utah Code § 57-8a-102(2)(a), as said statute may be amended or supplemented, with regard to the right to maintain and foreclose a lien in the amount of the percentage share of the costs of maintaining the Common Driveway. Each Owner shall be deemed to be the manager and agent of such association for the purposes of foreclosing the lien pursuant to the procedures set forth in Utah Code § 57-8a-302, as amended or supplemented.

5. Easements Appurtenant. Each and all of the easements and rights granted or created herein are appurtenant to the affected portions of the entire Lot and none of the easements and rights may be transferred, assigned, or encumbered, except as an appurtenance to such Lot. For the purposes of such easements and rights, the entire Lot which is benefited by such easements shall constitute the dominant estate and the particular areas of the entire Lot which are burdened by such easements and rights shall constitute the servient estate.

6. Nature and Effect of Easements. Each and all of the easements, restrictions and covenants, and provisions contained in this Declaration: (a) are made for the direct, mutual, and reciprocal benefit of the respective Lots; (b) create mutual equitable servitudes upon each Lot in favor of the other; (c) constitute covenants running with the land; (d) shall bind every person or entity that may have, or acquire any fee, leasehold or other interest in any portion of the Property at any time or from time to time to the extent that such interest is affected or bound by the easement, covenant, restriction or provision or to the extent that such easement, covenant, restriction, or provision is to be performed by such person.

7. 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.

8. No Third-Party Enforcement. It is the intent of this Declaration that only the parties hereto or their successors or assigns in title shall be entitled to enforce or bring an action to enforce the terms hereof and no tenant, occupant or other third party is an intended beneficiary hereof, and any benefits flowing to such persons are merely incidental. In addition, it is the intent of Grantor that no third party shall have an independent right of action hereunder.

9. 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.

10. Discharge of Rights and Duties Upon Transfer. In the event of assignment, transfer or conveyance of the whole of the interest of any Owner in and to any Lot, without retaining any beneficial interest other than under the terms of a deed of trust, mortgage or similar instrument, the powers, rights and obligations created hereunder will be deemed assigned, transferred and conveyed to such transferee, and such powers, rights and obligations will be deemed assumed by such transferee, effective as of the date of transfer. The obligations and rights of the transferor shall immediately thereafter be deemed discharged as to any such rights and obligations arising after transfer of the interest.

11. 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.

12. No Public Dedication. Nothing contained in this Declaration shall constitute a gift or dedication of any portion of any Lot to the general public or for any public purpose whatsoever.

13. 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.

14. Enforcement and Severability. If any party to this Declaration takes action to enforce the terms of this Declaration, the substantially prevailing party shall be entitled to recover his, her or its reasonable attorneys' fees and costs incurred in any reasonable enforcement of this Declaration. If any term or provision hereof shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Declaration shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by the law.

15. No Merger. It is the express intent of Declarant that this Declaration remain in full force and effect and that the Easements 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 Declarant's 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.

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

17. 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.

IN WITNESS WHEREOF, the Declarant has executed this instrument the 24<sup>th</sup> day of JUNE, 2025

DECLARANT: IVORY DEVELOPMENT, LLC

BY:

Christopher P. Gamvroulas

DATE:

IT'S PRESIDENT

STATE OF UTAH )  
COUNTY OF SALT LAKE )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day, JUNE of 20 25 by Christopher P. Gamvroulas, the President of Ivory Development, LLC, a Utah limited liability company, and said Christopher P. Gamvroulas duly acknowledged to me that said Company executed the same.

NOTARY PUBLIC

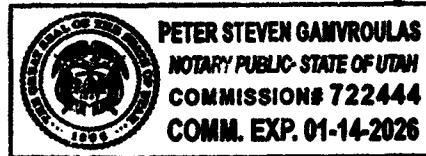


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

(FROM SPECIAL WARRANTY DEED: Entry #12557183) PARCEL 1:  
Lot 3, Driggs Subdivision, according to the official plat thereof as recorded in the office of the  
Salt Lake County Recorder.

PARCEL 2:

Beginning South 89°49'12" East 842.15 feet from the west 1/, Comer Section 23, Township 3  
South, Range 1 East, Salt Lake Base and Meridian; thence north 40°20' East 287.42 feet; thence  
South 45° East 184.00 feet; thence South 89.98 feet; thence North 89°49' 12" West 316.25 feet to  
beginning.

Tax Parcel No. 28-23-301-015, 28-23-153-015

## EXHIBIT B

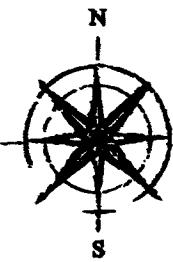
### LEGAL DESCRIPTION OF COMMON DRIVEWAY

#### ACCESS EASEMENT LEGAL DESCRIPTION

Located in Lot 3, Driggs Subdivision, as recorded in Book 93-10, Page 284 in the Salt Lake County Recorder's Office, said subdivision being a part of the Southwest Quarter of Section 23, Township 3 South, Range 1 East, Salt Lake Base and Meridian, located in Sandy City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point along the 1/4 Section line S89°49'13"E 1104.03 feet from the West 1/4 Corner of Section 23, Township 3 South, Range 1 East, Salt Lake Base and Meridian; running thence along said 1/4 Section line S89°49'13"E 20.00 feet; thence S00°10'47"W 25.95 feet; thence S24°02'04"W 48.39 feet; thence S62°25'21"W 77.34 feet; thence along the arc of a curve to the left with a radius of 28.00 feet a distance of 34.86 feet through a central angle of 71°19'51" Chord: S26°45'25"W 32.65 feet to the northerly right-of-way line of Wasatch Boulevard; thence along said right-of-way line S60°00'00"W 22.67 feet to the westerly line of Lot 3 of said Driggs Subdivision; thence N14°09'23"W 41.12 feet; thence N62°25'21"E 110.01 feet; thence N24°02'04"E 37.21 feet; thence N00°10'47"E 21.73 feet to the point of beginning.

Contains 4,180 square feet +/-



## EXHIBIT C

## ACCESS EASEMENT EXHIBIT

28-23-153-015  
IVORY DEVELOPMENT LLC

WEST 1/4 CORNER OF  
SECTION 23, T3S, R1E, SLB&M  
(FOUND 2" BRASS DOME)  
SALT LAKE COUNTY MONUMENT

22 23 BASIS OF BEARING: S89°49'13"E 2653.51  
1104.03'(TIE) NO°10

DRIGGS SUBDIVISION  
ENTRY#: 5630864  
BOOK: 91-10  
PAGE 284

28-23-301-014  
LISI, ANTONY  
GARRETT

N14°09'23"W  
41.12

28-23-301-015  
IVORY DEVELOPMENT LLC

N62°25'21"E  
110.01'  
ACCESS EASEMENT CONTAINS  
4180 SQUARE FEET +/-  
S6

R=28.00'  
Δ=71°19'51"  
L=34.86'  
CH=S26°45'25"W 32.65'

34'  
WASATCH BLVD  
/ (PUBLIC - 80' ROW)

28-23-305-008  
ROSE, KENNETH G

**ACCESS EASEMENT EXHIBIT**  
LOCATION: SOUTHWEST 1/4 OF SECTION 23, T3S, R1E, SLB&M  
**SANDY CITY, UT**

Date Created:  
6-16-2025  
Scale: NTS  
Drawn: EE  
Job: 18-299  
Sheet: 1 OF 1