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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/01/2019 09:58 AM
FEE \$45.00 Rec'd: 11
DEP RT REC'D FOR NORTHSALT LAKE CI
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When Recorded Please Return To:

A.J. Green
RAY QUINNEY & NEBEKER
36 South State Street, #1400
Salt Lake City, Utah 84111

NSL 2019-05A

**DECLARATION OF ROADWAY
EASEMENT AND MAINTENANCE AGREEMENT**

D

THIS DECLARATION OF ROADWAY EASEMENT AND MAINTENANCE AGREEMENT (the "Declaration"), dated as of the 16th day of October, 2018, is executed and recorded by Gmobl, L.C., a Utah limited liability company, SEC 062, LLC, a Utah limited liability company, and Ducomi, LLC, a Utah limited liability company (collectively, "Declarant").

A. Declarant is the owner of certain real property situated in Davis County, State of Utah, which is more particularly described on Exhibit "A," which is attached hereto and incorporated herein by this reference including Lots 1 through 4 and the appurtenant Private Roadway known as 750 West of the G&G Subdivision located in North Salt Lake City, Utah ("the Subdivision").

B. Declarant desires to establish a certain easement and right-of-way (the "Roadway" or "Roadway Easement") on 750 West, for the purpose of ingress and egress to, from and within Lots through 4 (collectively the "Property"), which Roadway Easement is described and depicted on Exhibits "B" and "C" which are attached hereto and incorporated herein by this reference.

01-502-0001 thru 0005

DECLARATION

NOW, THEREFORE, in consideration of the foregoing, the covenants and conditions contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby declares, establishes, agrees and covenants as follows:

1. **Easements.**

a. **Roadway Easement.** Declarant hereby designates and establishes the Roadway Easement, and, in connection therewith, Declarant hereby establishes, declares, and grants, with respect to Lots 1 through 4, in favor of Lots 1 through 4 and for the benefit of the Owners of Lots 1 through 4 (the "Owners") and their successors and assigns, and by each of their tenants, subtenants, invitees, licensees, agents and contractors to whom the grantee in question (or its successors or assigns) may choose to extend or delegate such use rights (hereinafter collectively referred to as "Permittees"), a non-exclusive easement to, from, upon, over and across the Roadway Easement for the purposes of both vehicular and pedestrian ingress and egress.

b. **Utility Easement.** Declarant further establishes, declares and grants, with respect to Lots 1 through 4, in favor of Lots 1 through 4 and for the benefit of the Owners of Lots 1 through 4, non-exclusive rights of way and easements for the installation, repair, maintenance and replacement of underground sewer, water, gas, cable, telephone and electric service across the Roadway as may be designated from time to time. All repairs of said utilities shall be made promptly by the party making such repair. All excavation, construction work and repairs relative to said utilities shall be at the sole expense and cost of the party making the same, unless said cost and expense is incurred for the benefit of more than one Lot, in which event the cost thereof shall be shared equally between the Parties benefited by such repairs (unless the Parties do not share

equally in the benefit of such repairs, in which case the costs shall be shared on a pro-rata basis based upon the amount that such benefits are shared). Excavation and construction work relative to said utilities shall be made so as to not unreasonably interfere with the use of the Roadway, and the Roadway shall be restored to its original condition by the party making such repairs.

2. Maintenance of Roadway Easement. The Owners shall at all times be jointly responsible and share equally in the costs for the construction and regular maintenance, repair and replacement of all of the Roadway Easement area including, without limitation, all of the initial and continuing physical improvements associated with the construction and maintenance, repair and replacement of such Roadway Easement. The Owners shall keep the Roadway Easement in good condition and repair as a roadway and passageway for vehicular and pedestrian traffic, including, without limitation, such paving with concrete or asphalt, as are necessary and consistent with applicable Davis County regulations and local standards for the maintenance for such a roadway easement. Such maintenance obligations shall also include, without limitation, maintaining and repairing any sidewalks, curbing, gutters and the surface of the roadway areas, removing all snow, sand, papers, debris and other garbage or refuse from and periodically sweeping all road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the roadways, maintaining marking, directional signs, lines and striping as needed, and performing any and all such other duties as are necessary to maintain such Roadway Easement area in a clean, safe and orderly condition. Notwithstanding the foregoing, any damage to the Roadway Easement, which is caused by intentional or negligent acts of one of the Owners or its Permittees shall be promptly repaired at the sole cost of such Owner.

3. Failure to Maintain the Roadway Easement. If any Owner defaults under its construction and/or regular maintenance, repair and replacement obligations as described in Section 2 above, the other Owner shall give such defaulting Owner written notice of the claimed default, and such defaulting Owner shall have ten (10) days following the receipt of such written notice to cure such default. If the default remains uncured following the ten (10) day period, or if such default is not curable within the ten (10) day period and the defaulting Owner has failed to begin to cure such default within the ten (10) day period, the other Owner may, but shall not be required to, cure the default itself, and then bill the defaulting Owner for the reasonable costs incurred in curing such default. Each such bill shall contain an itemized description of the work performed and the total costs and expenses incurred for such work. The defaulting Owner shall pay all such bills within thirty (30) days after receipt of the bill. In the event the defaulting Owner fails to timely pay any bill, the unpaid amount shall bear interest at the rate of twelve percent (12%) per annum from the due date until the date such amount is paid in full.

Additionally, in the event that the defaulting Owner's failure to pay a bill continues beyond sixty (60) days after it is due, then the Owner who performed the work to cure the default shall be entitled to record a Notice of Lien against the defaulting Owner's Property in the total amount due and owing. Said Notice of Lien may be foreclosed by suit, power of sale or in any other manner permitted by applicable law including, without limitation, power of sale foreclosure. Also, notwithstanding the foregoing, if the defaulting Owner gives written notice, prior to the expiration of such sixty (60) day period, that it is contesting the amount or payment of the bill in question, and provided that the defaulting Owner also either (i) posts a bond in favor of the other Owner or (ii) pays the uncontested amount directly to the Owner who performed the work, or caused the work to be performed, to cure the default and pays into escrow the amount being contested pending resolution, then the Owner who performed the work to cure the default shall not be entitled to record a Notice of Lien against the defaulting Owner's Property. The defaulting Owner and/or its agents shall be permitted, upon seventy-two (72) hours advance written notice, to review the records and supporting documentation for any bill submitted to the defaulting Owner pursuant to this Section 3. Such review shall take place at the residence of the Owner who performed the work to cure the default or, if the defaulting

Owner desires, by a review of documents sent by facsimile or mail to the defaulting Owner, unless otherwise mutually agreed.

4. Designated Owner. The Owners may designate in writing one of the individual Owners (the "Designated Owner") of the Property to have the actual responsibility to coordinate such improvements, maintenance and repair (including collection of fees associated with such improvements, maintenance and repair) set forth in Section 2 above. The Designated Owner, if any, be paid a management fee of _____ per month unless otherwise agreed by the unanimous written agreement of the Owners. The obligations of the Designated Owner will then burden and run with the Designated Owner's particular property, and each successor Owner of said property will become the Designated Owner for purposes of this Declaration. A Designated Owner shall serve in that capacity until such time as a majority of Owners of the Property elect to change, in writing, the Designated Owner. If the Designated Owner fails to properly coordinate the improvements, maintenance and repair of the Roadway Easement, or fails to collect the applicable fees, the other Owner may cure a default as set forth in Section 3 above. The initial Designated Owner shall be _____.

5. Indemnification. Each Owner shall indemnify and hold the other Owners from and against all claims, demands, liabilities, losses, costs, damages, penalties and expenses, including, but not limited to, reasonable attorneys' fees and legal costs, arising out of or resulting from the use by such Owner or its Permittees of the Roadway Easement.

6. Amendment or Modification. This Declaration may be amended or modified from time to time only by a recorded document executed by all of the Owners, lessees, and holders of recorded mortgages or deeds of trust which then encumber the fee or lease estate of the Property. The consent or approval of no other person shall be required to accomplish any amendment or modification hereto.

7. Covenants Run with the Land. All of the provisions, agreements, rights, powers, covenants, conditions, obligations, and easements contained in this Declaration shall be binding upon and inure to the benefit of the Owners of the Property, their respective successors, assigns, heirs, devisees, executors, administrators, subsidiaries, representatives, lessees, sublessees, members and all other persons or entities acquiring either tenement, or any portion thereof or interest therein. All of the provisions, agreements, rights, powers, covenants, conditions, obligations and easements contained in this Declaration shall be covenants running with the Property, both for the benefit of each tenement and as a burden upon each, pursuant to the applicable laws of the State of Utah.

8. No Public Dedication. Nothing contained herein shall constitute a dedication to public use of any portion of the easement or as an acknowledgment or admission by the owners of any prior dedication or of the prior creation of any public right upon any portion of the easement.

9. Attorneys' Fees. If a lawsuit is commenced or any other action taken to enforce or interpret any of the provisions of this Declaration, the prevailing or non-defaulting party, as applicable, shall have the right to recover its reasonable attorneys' fees and legal costs from the unsuccessful or defaulting party, as applicable, including all such fees and costs incurred in bankruptcy proceedings and in any appellate process.

10. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah. The courts of Davis County, State of Utah shall have exclusive jurisdiction over any and all disputes arising out of this Declaration.

11. Severability. The invalidity or unenforceability of any provision of this Declaration with respect to a particular party or set of circumstances shall not in any way affect the validity or enforceability of

any other provision hereof, or the same provision when applied to another party or to a different set of circumstances.

12. Entire Declaration. This Declaration, including the attached exhibits, contains the entire agreement with respect to the subject matter of this Declaration, and all prior negotiations and agreements with respect to such subject matter are merged herein.

13. Notices. Notices, demands, and statements required or desired to be given hereunder shall be in writing and shall be by personal delivery thereof or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, addressed to a good and sufficient address for the intended recipient. The date notice is deemed to have been given shall be the date of actual delivery to the party concerned.

[Signatures on Following Pages]

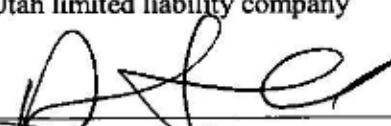
IN WITNESS WHEREOF, the Declarant has executed this Declaration of Roadway Easement and Maintenance Agreement as of the date first above written.

"DECLARANT"

GRNOBL, L.C., a
Utah limited liability company

DUCOMI, LLC, a
Utah limited liability company


Mark J. Green, Manager


Dustin Gramoll, Manager

SEC 062, LLC, a
Utah limited liability company

By: James L. Gramoll
Name: James L. Gramoll
Title: Manager

STATE OF UTAH)
: ss
COUNTY OF Davis)



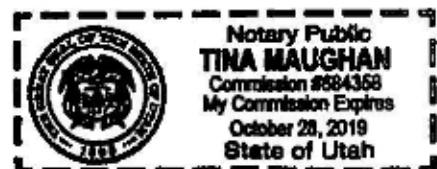
On this 16 day of Oct., 2018, personally appeared before me Mark J. Green, who being by me duly sworn, acknowledged to me that he executed the foregoing document as Manager of Grnobl, L.C., a Utah limited liability company, for its stated purpose.

Tina Maughan
Notary Public

STATE OF UTAH)
: ss
COUNTY OF Davis)

On this 16 day of Oct., 2018, personally appeared before me James L. Gramoll, who being by me duly sworn, acknowledged to me that he executed the foregoing document as Manager of SEC 062, LLC, a Utah limited liability company, for its stated purpose.

Tina Maughan
Notary Public



STATE OF UTAH)
COUNTY OF Davis)
: ss



On this 16 day of oct, 2018, personally appeared before me Dustin Gramoll, who being by me duly sworn, acknowledged to me that he executed the foregoing document as Manager of Ducomi, LLC, a Utah limited liability company, for its stated purpose.

Tina Maughan
Notary Public

EXHIBIT "A"
(Legal Description of the Subdivision)

[To be Inserted.]

G&G Subdivision Boundary

BEGINNING AT A POINT ON THE SOUTH LINE OF CENTER STREET, SAID POINT BEING SOUTH 0°06'27" EAST 40.00 FEET FROM THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING

THENCE SOUTH 89°50'07" EAST 217.43 FEET, ALONG SAID STREET;

THENCE SOUTH 0°06'27" EAST 850.00 FEET; THENCE SOUTH 89°50'07" EAST 406.26 FEET;

THENCE NORTH 0°06'27" WEST 425.02 FEET; THENCE NORTH 25°35'04" EAST 138.37 FEET;

THENCE NORTH 0°06'27" WEST 300.00 FEET TO THE SOUTH LINE OF CENTER STREET;

THENCE SOUTH 89°50'07" EAST 30.00 FEET ALONG SAID STREET; THENCE SOUTH 0°06'27" EAST 306.70 FEET;

THENCE SOUTH 25°35'04" WEST 138.40 FEET; THENCE SOUTH 0°06'27" EAST 865.80 FEET;

THENCE NORTH 89°50'07" WEST 27.84 FEET; THENCE SOUTH 0°06'27" EAST 182.12 FEET;

THENCE SOUTH 89°56'00" WEST 625.83 FEET TO THE SECTION LINE;

THENCE NORTH 0°06'27" WEST 1482.15 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING,
CONTAINING 14.187 ACRES.

3141298
BK 7191 PG 108B

EXHIBIT "B"
(Legal Description of Roadway Easement)

[To be Inserted.]

G&G SUBDIVISION 750 WEST PRIVATE STREET RIGHT OF WAY

BEGINNING AT A POINT ON THE SOUTH LINE OF CENTER STREET, SAID POINT BEING SOUTH 0°06'27" EAST 40.00 FEET FROM THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING

THENCE SOUTH 89°50'07" EAST 89.89 FEET, ALONG SAID STREET TO A POINT OF NON-TANGENCY TO A 25.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE 36.70 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°06'42", LONG CHORD BEARING SOUTH 48°06'32" WEST 33.49 FEET TO A POINT OF REVERSE CURVATURE TO A 214.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 39.76 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°38'46", LONG CHORD BEARING SOUTH 11°22'33" WEST 39.71 FEET TO A POINT OF REVERSE CURVATURE TO A 164.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE 47.80 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°41'56", LONG CHORD BEARING SOUTH 8°20'58" WEST 47.63 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 00°06'27" EAST 1052.45 FEET TO A POINT OF CURVATURE TO A 25.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE 32.95 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 75°31'36", LONG CHORD BEARING SOUTH 37°52'15" EAST 30.62 FEET TO A POINT OF REVERSE CURVATURE TO A 55.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 245.55 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 255°47'40", LONG CHORD BEARING SOUTH 52°15'47" WEST 86.80 FEET TO A POINT OF TANGENCY AND THE SECTION LINE;

THENCE NORTH 0°06'27" WEST 1238.42 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING, CONTAINING 1.617 ACRES.

3141298
BK 7191 PG 108D

EXHIBIT "C"
(Depiction of Roadway)

