

RETURN RECORDED DOCUMENT TO:

JDH Springville, LLC
1450 W 1850 N
Lehi, UT 84043

ENT45739:2022 PG 1 of 7
Andrea Allen
Utah County Recorder
2022 Apr 12 04:49 PM FEE 40.00 BY MC
RECORDED FOR Cottonwood Title Insurance Agency, Inc.
ELECTRONICALLY RECORDED

DECLARATION OF STORM DRAIN EASEMENT

THIS DECLARATION OF STORM DRAIN EASEMENT (the "Declaration") is executed this 6th day of April, 2022, by JDH Springville, LLC, a Utah limited liability company ("Declarant").

RECITALS

A. Declarant is the owner of those certain parcels of real property situated in Springville City, Utah County, State of Utah described as Lots 1, 2 and 3 on Exhibits "A" which are attached hereto and incorporated herein by this reference.

B. Declarant desire to establish a 5' wide storm drain easement to install a storm drain line and related infrastructure (collectively the "Storm Drain") for the benefit of the Lots as more particularly described on Exhibit "B" (the "Storm Drain Easement Area").

AGREEMENT

NOW, THEREFORE, in consideration of the covenants herein contained, the Declarant covenant and agree that the Lots and all present and future owners, tenants, occupants, and invitees of the Lots shall be and hereby are subject to the terms, easements, covenants, conditions and restrictions as follows:

1. **DEFINITIONS.** For purposes hereof:

a. The term "Lot" or "Lots" means certain real property, individually or collectively respectively, situated in Springville City, Utah County, State of Utah, as more particularly described on Exhibit "A" which is attached hereto and incorporated herein.

b. The term "Owner" or "Owners" means the holder, or holders, of fee simple title to all or any portion of a Lot, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, subdivision, Lot separation, or otherwise, but not including the holder of any lien or encumbrance on such Lots or any portion thereof.

c. The term "Permittees" means the tenant(s) or occupant(s) of the Lots, and the respective employees, agents, contractors, customers, invitees, and licensees of (a) the Owners of such Lots, and/or (b) such tenant(s) or occupant(s).

2. **STORM DRAIN EASEMENT.**

a. **Declaration of Storm Drain Easement.** Subject to any express conditions, limitations or reservations contained herein, Declarant hereby declares, establishes, covenants, and agrees that the Lots, and all Owners and Permittees of the Lots, are benefited and burdened by the following nonexclusive, perpetual, and reciprocal utility easement which is hereby imposed upon the Lots and all present and future Owners and Permittees of the Lots:

(1) A utility easement for the installation and maintenance of the Storm Drain in the Storm Drain Easement Area, together with an easement over and across Lots for access to the Storm Drain for the purpose of installing, maintaining, repairing and replacement the same as set forth in Section 5 below. The easements granted herein shall be used and enjoyed by the Owners and Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of a Lot, including without limitation, public access to and from said business and Lot.

(2) The Owners and their Permittees covenant and agree that the rights granted herein are to be exercised in such a manner as not to unreasonably interfere with, obstruct or delay the conduct and operations of normal operation of the Lots and the businesses conducted thereon.

3. **MAINTENANCE AND REPAIR.** Each Owner is responsible, at its own cost, for the proper maintenance, repair and replacement of the Storm Drain located within its Lot including, without limitation, all of the physical improvements associated with the Storm Drain.

4. **INDEMNIFICATION.** Each Owner having rights with respect to the easements granted in this Declaration shall indemnify and hold the Owner whose particular Lot is subject to the easements and each of such Owner's Permittees harmless from and against all claims, liabilities, damages, penalties, costs, demands and expenses (including reasonable attorneys' fees and legal costs) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

5. **DEFAULT, REMEDIES AND ENFORCEMENT.**

a. **Notice of Default, Cure Rights and Lien Rights.** If any Owner defaults under its regular maintenance, repair and replacement obligations as described in this Declaration, the other Owner may give such defaulting Owner written notice of the claimed default, and such defaulting Owner has thirty (30) days following the receipt of such written notice to cure such default. If the default remains uncured following the thirty (30) day period, or if such default is not curable within the thirty (30) day period and the defaulting Owner has failed to begin to cure such default within the thirty (30) day period, the other Owners may, but are not 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 bears interest at the rate of twelve percent (12%) per annum from the due date until the date such amount is paid in full. Furthermore, until such bill is paid in full, the amount thereof constitutes a lien on the defaulting Owner's Lot. Such lien will only be effective when filed of record by the non-defaulting Owner as a claim of lien against the defaulting Owner's Lot in the office of the recorder of the county in which the Lot is located, signed and verified, which must contain at least: (x) an itemized statement of all amounts due and payable pursuant hereto; (y) a description sufficient for identification of that portion of the defaulting Owner's Lot which is the subject of the lien; and (z) the name of the defaulting Owner which is the subject of the lien.

b. **Notice and Duty to Minimize Interference.** In the event of default as provided for in Section 5a above, prior to entry on another Lot to commence any construction, maintenance, or repair work within the Storm Drain Easement Area, the Owner performing the work must first provide the other party with notice of the work, which notice must include a description of the work, the name and contact information of the contractor, and the proposed construction schedule. Once commenced, any construction, maintenance, repair, or replacement undertaken in reliance upon the easements granted herein shall be diligently prosecuted to completion, to minimize any interference with the business of any other Owner and Permittees. Except in cases of emergency, the right of any Owner to enter upon a Lot for the exercise of any right pursuant to the easements set forth herein, or to prosecute work on such Lot if the same interferes with the use of the Lot, such

work is to be undertaken only in such a manner so as to minimize any interference with the business of the other Owners, Lots and Permittees, and only following reasonable notice under the circumstances to the other Owner. The Owner performing any such construction, maintenance, repair, or replacement shall have the obligation at its own expense to promptly restore the other Owner's Lot to substantially the same condition as was present prior to such construction, maintenance, repair, or replacement.

c. All Legal and Equitable Remedies Available. In the event of a default or threatened default by any Owner or its Permittees of any of the terms, easements, covenants, conditions, or restrictions hereof, the other Owners are entitled forthwith to full and adequate relief by injunction and all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and specific performance.

d. Remedies Cumulative. The remedies specified herein are cumulative and in addition to all other remedies permitted at law or in equity.

e. No Termination for Default. Notwithstanding the foregoing to the contrary, no default hereunder entitles any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder defeats or renders invalid the lien of any mortgage or deed of trust upon any Lot made in good faith for value, but the easements, covenants, conditions, and restrictions hereof are binding upon and effective against any Owner of such Lot covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

6. MISCELLANEOUS.

a. Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication is entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

b. Amendment. This Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Lots, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder where the Lots are located.

c. No Waiver. No waiver of any default of any obligation by any party is implied from any omission by the other party to take any action with respect to such default.

d. No Agency. Nothing in this Declaration is deemed or construed by any person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between any persons.

e. Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights, and obligations set forth herein run with the Lots and create equitable servitudes in favor of the Lots benefited thereby, bind every person having any fee, leasehold, or other interest therein and inure to the benefit of the Owners and their respective successors, assigns, heirs, and personal representatives.

f. Grantee's Acceptance. The grantee of any of the Lots, or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Owner or from any subsequent Owner of such Lots, or any portion thereof, accept such deed or contract upon and subject to each and all the easements, covenants, conditions, restrictions, duties, and obligations contained herein. By such acceptance, any such grantee, for itself and its successors, assigns, heirs, and

personal representatives, covenant, consent, and agree to and with the other affected persons, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the portion of the Lots so acquired by such grantee.

a. No Merger. The easements created by this Declaration are not merged or extinguished merely upon the common ownership of the Lots.

g. Governing Law. The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Declaration.

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IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first written above.

"DECLARANT"

JDH Springville, LLC,
a Utah limited liability company

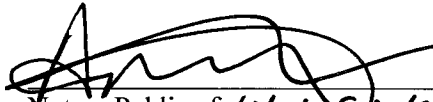
By: 

Name: John D. Hadfield

Its: Manager

STATE OF UTAH)
)
COUNTY OF Utah : ss)

On the 6th day of April, 2022, personally appeared before me John D. Hadfield, the Manager of JDH Springville, LLC, a Utah limited liability company, and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of said company for its stated purpose.


Notary Public of Utah State
Residing at: Utah County
Commission Expires: 09/19/2025

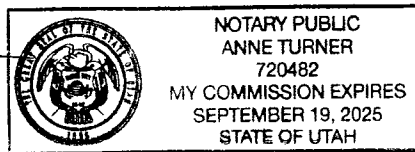


EXHIBIT "A"

Legal Description of the Lots

Lot 1

COM N 2984.97 FT & W 1742.03 FT FR S 1/4 COR. SEC. 30, T7S, R3E, SLB&M.; N 89 DEG 26' 33" W 148.16 FT; N 39.49 FT; N 89 DEG 0' 0" W 116.84 FT; N 1 DEG 57' 35" W 16.19 FT; W 249.35 FT; N 9 DEG 55' 41" W 596.53 FT; E 608.34 FT; S 1 DEG 1' 48" E 505.84 FT; S 0 DEG 7' 10" E 140.99 FT TO BEG. AREA 7.827 AC.

Serial No. 23:024:0038

Lot 2

The following real property located in Utah County, State of Utah:
LOT 2, PLAT A, SAM DEXY AMENDED SUB AREA 2.981 AC.

Serial No. 66:582:0002

Lot 3

The following real property located in Utah County, State of Utah:
LOT 3, PLAT A, SAM DEXY AMENDED SUB AREA 2.964 AC.

Serial No. 66:582:0003

EXHIBIT "B"

Description and Depiction of the Storm Drain Easement Area

THE FOLLOWING CENTERLINE DESCRIPTION DESCRIBES A STORM DRAIN EASEMENT WITHIN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN. THE WIDTH OF SAID EASEMENT IS 5.00 FEET (2.50 FEET ON EACH SIDE OF THE CENTERLINE). THE CENTERLINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89° 00'34" WEST 2063.95 FEET AND NORTH 3354.92 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; RUNNING THENCE NORTH 89° 45'02" EAST 253.99 FEET; THENCE NORTH 64° 07'13" EAST 76.55 FEET; THENCE EAST 569.28 FEET TO THE POINT OF TERMINUS.

CONTAINS 0.1033ACRES OR 4,499 SQUARE FEET, MORE OR LESS.

