

RETURN RECORDED DOCUMENT TO:

JDH Springville, LLC  
1780 W 700 N Suite 40  
Lindon, UT 84042

ENT45740:2022 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 EASEMENT

THIS DECLARATION OF EASEMENT (this "Declaration") is executed this 6<sup>th</sup> 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 and 2 on Exhibit "A" which is attached hereto and incorporated herein by this reference.

B. Declarant desires to establish a non-exclusive easement for ingress, egress, and access in, to, over, and across a shared access drive (the "Driveway") to be located upon certain portions of the Lots for the mutual and reciprocal benefit of the Lots and the present and future Owners and Permittees (as defined below). The easement area for the Driveway is more particularly described on Exhibit "B" (the "Driveway Easement Area").

### AGREEMENT

NOW, THEREFORE, in consideration of the covenants and benefits herein contained, Declarant declares, covenants, and agrees 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. RECIPROCAL ACCESS EASEMENT.

a. Declaration of Reciprocal Access 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 access easement which is hereby imposed upon the Lots and all present and future Owners and Permittees of the Lots:

(1) An easement for reasonable vehicular and pedestrian access, ingress, and egress to from, upon, over, and across the Driveway and Driveway Easement Area for the purpose of vehicular and pedestrian access, ingress, and egress, and to and from all abutting public streets furnishing access to the Lots. This access easement shall not prohibit the right of the Owners to reconfigure or construct entryways, driveways, drive aisles, rights-of-way, access ways, parking areas and stalls, walkways, sidewalks and landscaped areas that connect into the Driveway Easement Area, or to construct and maintain, within the Driveway Easement Area, traffic and directional signage, and other such facilities, on their respective portion of the Lots, so long as any such action does not unreasonably prevent the pedestrian and vehicular passage between each of the Lots.

(2) The Owners and their Permittees covenant and agree that the rights granted pursuant to this Easement 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. Each Owner retains the right to impose reasonable safety restrictions on the use of the portions of the Driveway Easement Area located within its Lot. In no event shall any Owner or its Permittees park vehicles within the Driveway Easement Area.

## 3. MAINTENANCE AND REPAIR.

3.a Maintenance and Repair of the Driveway Easement Area. Each Owner is responsible, at its own cost, for the regular maintenance, repair, and replacement of all portions of the Driveway Easement Area located within its Lot including, without limitation, all the physical improvements associated with the Driveway. Such obligations shall include, without limitation, maintaining and repairing the surface of the road areas, removing all papers, debris, and other refuse from, removing all snow and ice, and periodically sweeping all road areas to the extent necessary to maintain the same in a clean, safe, and orderly condition, and performing any and all such other duties as are necessary to maintain the Driveway in a clean, safe and orderly condition. The Owners may agree to mutually contract with a service provider for the maintenance and repair of the Driveway Easement Area.

3.b Notice and Duty to Minimize Interference. Prior to commencement of any construction, maintenance, or repair work within the Easement Areas which may require the blocking of traffic over and across the Driveway or either Lot, the Owner requesting to do 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. Except in the case of an emergency, the other Owner shall have three (3) days to review and respond to the notice, or else it shall be deemed approved. The other Owner shall have the right to impose backout dates and other reasonable restrictions into the construction schedule, provided that such restrictions do not extend the construction completion date in the notice out by more than fourteen (14) days. 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 its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Lot of another Owner for the exercise of any right pursuant to the easements set forth herein, or to prosecute work on such Owner's own Lot if the same interferes with the other Owner's use of the Driveway Easement Area, shall be undertaken only in such a manner so as

to minimize any interference with the business of the other Owner and its 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 (except as set forth in Section 3) to promptly restore the other Owner's Lot to substantially the same condition as was present prior to such construction, maintenance, repair, or replacement.

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 will 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. **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.

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

d. **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.

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.

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

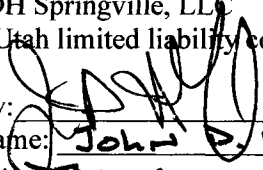
h. **Governing Law.** The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Declaration.

*[Remainder of Page Left Blank.]*

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

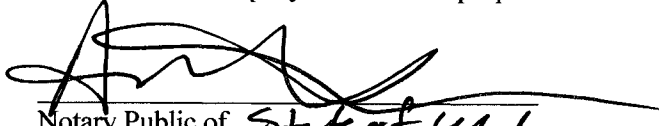
DECLARANT

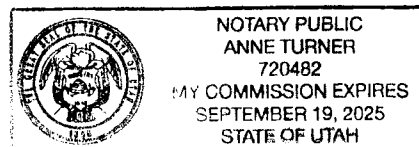
JDH Springville, LLC  
a Utah limited liability company

By:   
Name: John D. Hadfield  
Its: Manager

STATE OF UTAH )  
 )  
COUNTY OF Utah : ss )

On the 6<sup>th</sup> 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 State of Utah  
Residing at: Utah County  
Commission Expires: 09/19/2025



**EXHIBIT "A"**

Legal Description of the Lots

Lot 1

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

Tax Lot No. 66:582:0002

Lot 2

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

Tax Lot No. 66:582:0003

# EXHIBIT "B"

## Description and Depiction of Driveway Easement Area

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3 SAM DEXY SUBDIVISION PLAT "A" AMENDED; SAID POINT IS ALSO SOUTH 89°00'34" WEST 1304.28 FEET ALONG THE SECTION LINE AND NORTH 3363.81 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; RUNNING THENCE WEST 21.50 FEET; THENCE NORTH 100.00 FEET; THENCE EAST 43.00 FEET; THENCE SOUTH 100.00 FEET; THENCE WEST 21.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,300 SQUARE FEET OR 0.099 ACRES, MORE OR LESS.

