

WHEN RECORDED, RETURN TO:

Ivory Ridge C-Store, LLC  
Attn: Stephen Hopkins  
3401 North Center Street, Ste 300  
Lehi, UT 84043

ENT 76417:2023 PG 1 of 7  
**ANDREA ALLEN**  
**UTAH COUNTY RECORDER**  
2023 Nov 22 12:35 PM FEE 40.00 BY AC  
RECORDED FOR Snell & Wilmer LLP  
ELECTRONICALLY RECORDED

*(Space above for County Recorder's use)*

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Affecting Tax Parcel Nos. 420:057:0009 and  
420:057:0010

**AMENDED AND RESTATED  
DECLARATION OF RECIPROCAL ACCESS EASEMENTS**

This AMENDED AND RESTATED DECLARATION OF RECIPROCAL ACCESS EASEMENTS ("Declaration") is made and entered into as of November 22, 2023 (the "Effective Date"), by and between IVORY RIDGE C-STORE, LLC, a Utah limited liability company ("Ivory"), and CHRISTENSEN & LARSON LLC, a Utah corporation ("C&L"). Ivory and C&L are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

**RECITALS**

A. Ivory, as grantor, recorded that certain Declaration of Reciprocal Access Easements, dated September 14, 2006, and recorded January 8, 2007 as Entry No. 3401:2007 (the "Original Declaration") against that certain real property located in Utah County, Utah, described as Lots 1 and 2, Ivory Ridge Plat "A", as further described on Exhibit "A" and depicted on Exhibit "B", both of which are attached hereto and incorporated herein (individually, "Lot 1" or "Lot 2", and collectively, the "Property").

B. Ivory conveyed Lot 2 to C&L in accordance with that certain Purchase and Sale Agreement, dated May 11, 2021, which required that C&L design and construct an enclosure for a dumpster to provide trash and recycling services (collectively, the "Dumpster").

C. The Parties entered into that certain Letter Agreement re: Relocation of Dumpster Enclosure, dated March 20, 2023 (the "Letter Agreement") to resolve a dispute as to the location of the Dumpster. In light of the relocation of the Dumpster, and in accordance with the Letter Agreement, the Original Declaration must be amended to (i) correct the existing "Easement Area" under the Original Declaration; (ii) remove the rights of the owner(s) of Lot 2 to utilize the dumpster(s) on Lot 1; and (iii) include a new restriction that the owner(s) of Lot 2 may not relocate the Dumpster, without the prior written consent of Ivory.

D. Ivory, as the fee simple owner of Lot 1, and C&L, as the fee simple owner of Lot 2, wish to amend, restate, supersede, and replace in its entirety the Original Declaration on the terms and conditions set forth below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are incorporated in this Declaration as if fully set forth in the body of this Declaration.

2. Amended and Restated. This Agreement amends, restates, supersedes, and replaces in its entirety the Original Declaration.

3. Property Subject to Reciprocal Easements. The Parties hereby agree, acknowledge, and declare that the Property shall be held, sold, conveyed, transferred, constructed, operated, maintained, leased, subleased, and occupied subject to or as applicable, together with, the reciprocal access easements set forth in this Declaration. Further, in the event of any sale, conveyance, or transfer of either Lot 1 or Lot 2, no further actions or agreements shall be necessary to effectuate such Easements (as defined below) and said Easements shall remain effective against and for the Property.

4. Easements. The Parties hereby grant and declare that there shall exist perpetual, non-exclusive reciprocal access easements (the “**Easements**”) for ingress and egress of pedestrians and motor vehicles over certain areas of the Property, including ingress and egress of delivery trucks, repair, construction, and maintenance vehicles, and other such vehicles, and the temporary loading and unloading of such trucks and vehicles requiring access to the buildings and other improvements on the Property (collectively, the “**Improvements**”). The purpose of the Easements herein granted shall be exercised over the sidewalks, driveways, drive isles, and other similar improvements in the area of the Property depicted on **Exhibit “B”** (the “**Easement Area**”). Except as to the Dumpster or as otherwise set forth herein, the owner(s) of Lot 1 or Lot 2 shall have the right to reconfigure and or relocate the Improvements located on their respective lots, at their sole cost and expense, so long as such reconfiguration does not unreasonably diminish the scope or utility of the Easements herein granted.

5. Maintenance. The owner(s) of Lot 1 and Lot 2, at their sole cost and expense, shall be responsible for the maintenance of the Improvements and Easement Area located on their respective lots, and shall keep the same in good, clean, safe, and repaired condition, and in such condition as to provide reasonable and continuous means of ingress and egress across the Easement Area as contemplated by this Declaration.

6. Dumpster Relocation Restriction. C&L acknowledges, agrees, and otherwise covenants for itself, and any subsequent owner(s) of Lot 2, not to move or relocate the Dumpster from the approved Dumpster area (the “**Approved Dumpster Area**”), as more particularly shown on **Exhibit “B”**, without the prior written consent of Ivory, or the subsequent owner(s) of Lot 1.

7. Indemnification. The owner(s) of Lot 1 and Lot 2 and its/their successors and assigns (the “**Indemnifying Party**”), hereby agree(s) to indemnify, defend and hold harmless the other owner(s) and its officers, directors, employees, managers, members, agents, servants, successors, and assigns (the “**Indemnified Party**”) from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of the acts and omissions of the Indemnifying Party and the use of the Easements by the Indemnifying Party’s officers, directors, managers, members, agents, servants, guests, customers, employees or other invitees. The terms and conditions of this provision shall remain effective after the expiration or termination of this Declaration, so long as the event for which the indemnification is needed occurred prior to such expiration or termination.

8. Benefited Parties. The Easements hereby established are for the benefit of the owners, guests, customers, employees or other business invitees of the business establishments located on the Property; provided, however, that only an owner or a tenant of an owner who is a party to a written lease

which shall provide for the actual occupancy of a portion of the Property shall have the right to enforce the provisions of this Declaration, and no guest, customer, employee or other business invitee of such owner or tenant shall have any right to enforce any provision hereof.

9. Covenants Run with the Property. This Declaration and the Easements created herein are intended to and shall run with the Property, as described herein, and shall be burdened and benefited by the Easements.

10. Modification of Declaration. This Declaration shall not be amended or modified without the express prior written consent of each party which is a successor in interest the Parties, respectively, which consent shall not be unreasonably withheld or delayed.

11. No Merger. It is the express intent of the Parties 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 the Parties.

12. Burden and Benefit. To the extent required by law, the burdened lot upon which the Easements shall exist from time to time shall be deemed to be the servient estate and shall be deemed to be burdened by the Easements herein granted, and the benefited lot shall be deemed to be the dominant estate and shall be deemed to be benefited by the Easements herein created.

13. Termination of Covenant Liability. Whenever an owner shall transfer their fee simple interest in Lot 1 or Lot 2, such owner shall have no liability for any breach of covenant or this Declaration occurring after such transfer with respect to the lot transferred.

14. Insurance. Each of the owners of Lot 1 and Lot 2 shall obtain and maintain a policy of general commercial liability insurance sufficient to insure their respective interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Easement Area.

15. Notices. Any notice required or desired to be given under this Declaration shall be considered given when delivered in person or by recognized overnight courier service to the other party at the address for that party as given in the records of the Utah County Recorder for the owner of Lot 1 or Lot 2, as applicable.

16. Counterparts. This Declaration may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

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

*[Signature and Acknowledgement Page Follows]*

IN WITNESS WHEREOF, this Declaration has been executed as of the Effective Date.

**IVORY:**

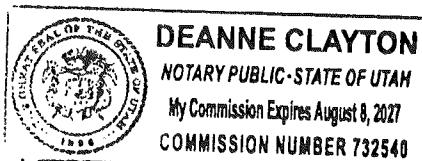
**IVORY RIDGE C-STORE, LLC,**  
a Utah limited liability company

By: James G. Seaborg  
Name: Jane G. Seaborg  
Its: Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of OCTOBER, 2023,  
by JAMES G. SEABORG, the MANAGER of **IVORY RIDGE C-STORE, LLC**, a Utah  
limited liability company.

Deanne Clayton  
Notary Public



**C&L:**

**CHRISTENSEN & LARSON, LLC,**  
a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by \_\_\_\_\_, the \_\_\_\_\_ of **CHRISTENSEN & LARSON, LLC**, a Utah  
limited liability company.

\_\_\_\_\_  
Notary Public

*Signature Page to  
Amended and Restated  
Declaration of Reciprocal Access Easements*

IN WITNESS WHEREOF, this Declaration has been executed as of the Effective Date.

## IVORY:

**IVORY RIDGE C-STORE, LLC,**  
a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by \_\_\_\_\_, the \_\_\_\_\_ of **IVORY RIDGE C-STORE, LLC**, a Utah  
limited liability company.

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**Notary Public**

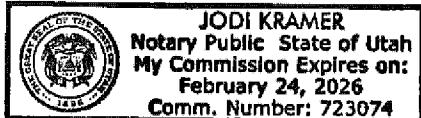
C&L:

**CHRISTENSEN & LARSON, LLC,**  
a Utah limited liability company

By: Jayne C. Larson  
Name: Jayne C. Larson  
Its: President

STATE OF UTAH )  
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of November, 2023,  
by James C. Larson the President of CHRISTENSEN & LARSON, LLC, a Utah  
limited liability company.



Jodi Kramer  
Notary Public

*Signature Page to  
Amended and Restated  
Declaration of Reciprocal Access Easements*

**EXHIBIT A****Legal Description of the Property**

The Property located in Lehi, Utah County, Utah is more particularly described as follows:

**Lot 1:**

All of Lot 1 and a portion of Lot 2, PLAT "A" IVORY RIDGE, according to the Official Plat thereof recorded October 11, 2006 as Entry No. 135313:2006 in the Office of the Utah County Recorder, more particularly described as follows:

Beginning at a point on the Northerly line of Lot 2, PLAT "A" IVORY RIDGE, according to the Official Plat thereof recorded October 11, 2006 as Entry No. 135313:2006 in the Office of the Utah County Recorder, located North 1,374.25 feet and West 257.26 feet from the West 1/4 Corner of Section 33, Township 4 South, Range 1 East, Salt Lake Base and Meridian (Basis of Bearing: S0°05'38"E along the Section line between the West 1/4 Corner and the Southwest Corner of said Section 33); thence South 191.18 feet to the North line of Bull River Road; thence along said road the following six (6) courses: 1) N85°14'47"W 47.68 feet; 2) along the arc of a curve to the right with a radius of 322.00 feet a distance of 100.84 feet through a central angle of 17°56'39" Chord: N76°16'27"W 100.43 feet to a point of compound curvature; 3) along the arc of a curve to the right having a radius of 87.00 feet a distance of 61.20 feet through a central angle of 40°18'29" Chord: N47°08'51"W 59.95 feet; 4) N26°59'33"W 52.03 feet; 5) along the arc of a curve to the left having a radius of 148.00 feet a distance of 160.64 feet through a central angle of 62°11'28" Chord: N58°05'11"W 152.87 feet; 6) N89°10'51"W 48.06 feet; thence N00°04'56"W 9.05 feet; thence S87°54'17"E 390.74 feet to the point of beginning.

**Lot 2:**

A portion of Lot 2, PLAT "A" IVORY RIDGE, according to the Official Plat thereof recorded October 11, 2006 as Entry No. 135313:2006 in the Office of the Utah County Recorder, more particularly described as follows:

Beginning at a point on the Northerly line of Lot 2, PLAT "A" IVORY RIDGE, according to the Official Plat thereof recorded October 11, 2006 as Entry No. 135313:2006 in the Office of the Utah County Recorder, located North 1,374.25 feet and West 257.26 feet from the West 1/4 Corner of Section 33, Township 4 South, Range 1 East, Salt Lake Base and Meridian (Basis of Bearing: S0°05'38"E along the Section line between the West 1/4 Corner and the Southwest Corner of said Section 33); thence S87°54'17"E along the Northerly line of said Lot 220.27 feet to the Westerly line of Center Street; thence S00°33'35"E along said street 161.20 feet; thence along the arc of a curve to the right with a radius of 26.00 feet a distance of 41.08 feet through a central angle of 90°31'39" Chord: S44°42'14"W 36.94 feet to the Northerly line of Bull River Road; thence along said street the following three (3) courses: 1) S89°58'04"W 102.19 feet; 2) along the arc of a curve to the right with a radius of 972.00 feet a distance of 81.19 feet through a central angle of 04°47'09" Chord: N87°38'22"W 81.16 feet; 3) N85°14'47"W 12.47 feet; thence North 191.18 feet to the point of beginning.

**EXHIBIT B****Depiction of the Property**

Lot 1 and Lot 2 are identified below, and the "Easement Area" is that area cross-hatched below across the Property:

