

**WHEN RECORDED, MAIL TO:**

Shiny Shell – Cedar Hills, LLC  
7588 S. Union Park Avenue  
Midvale, UT 84047

194015-CAF  
TIN 05-771-0001 & 05-771-0002

**DECLARATION OF ACCESS, PARKING, DRAINAGE, AND UTILITIES EASEMENTS**

This DECLARATION OF ACCESS, PARKING, DRAINAGE, AND UTILITIES EASEMENTS (this “**Declaration**”) is made and entered into as of the 11<sup>th</sup> day of December 2025 by Shiny Shell – Cedar Hills, LLC, a Utah limited liability company (“**Declarant**”).

**RECITALS**

A. Declarant is the owner of Lot 1 (“**Lot 1**”) and Lot 2 (“**Lot 2**”), Plat “A”, CH Shiny Shell Subdivision, according to the official plat thereof on file and of record in the Utah County Recorder’s Office, Utah (the “**Plat**”), a copy of which is attached hereto as Exhibit A.

B. A tunnel car wash facility has been constructed on Lot 1, and an automotive oil and lube facility has been constructed on Lot 2. The footprints of such buildings (each a “**Building**” and collectively the “**Buildings**”) are shown on the Plat. The areas of the Lots that are located outside of the Buildings are referred to herein as the “**Exterior Areas**.”

C. Lot 1 and Lot 2 (each a “**Lot**” and collectively the “**Lots**”) resulted from the subdivision of Lot 2, Plat “B” Rhinehart Land Subdivision, which is benefited and burdened by that certain Access Road, Drainage and Utility Easement Agreement, dated July 15, 2021, and recorded in the Utah County Recorder’s Office on August 26, 2021, as Entry No. 149146:2021 (the “**Access Road Easement Agreement**”).

D. Declarant desires to establish easements over, under, and across the Exterior Areas for access, drainage, utilities, parking, and dumpster placement and use for the benefit of both Lots, as set forth below.

**DECLARATION**

1. Declaration of Access and Parking Easements. Declarant hereby creates and establishes for the benefit of the Lots, the owners of the respective Lots (together with Declarant, each an “**Owner**” and collectively the “**Owners**”), and the Owners’ respective employees, tenants, guests, customers, contractors, suppliers, licensees and other invitees (collectively “**Permittees**”) a perpetual nonexclusive easement and right of way of access, passage and use, both pedestrian and vehicular, on, over, upon and across those portions of the Exterior Areas that consist of curb cuts, driveways, and walkways (as to pedestrian use only) as of the date hereof and as modified from time to time in compliance with this Declaration (the “**Accessways**”) for the purpose of obtaining ingress and egress to and from each Lot and the Access Road (as that

term is defined in the Access Road Easement Agreement) and the public rights of way adjacent to the Lots, together with the right to use, for vehicular parking only, marked but non-designated parking spaces that are located upon the Lots from time to time; provided that (a) such easements and rights of way shall not extend or apply to any driveline used primarily for controlled access to a Building, and (b) areas on the Lots that are marked and used as bays for vacuuming and cleaning the interior of vehicles ("*Vacuum Bays*") shall not be deemed to be "parking spaces" for purposes of this Agreement and shall be reserved for the exclusive use of the Lot 1 Owner and its Permittees only. No Owner may modify the course or grade of any portion of the Accessways without the prior written consent of the other Owner, provided that consent for non-material changes shall not be unreasonably withheld, conditioned or delayed. Use of the Accessways shall be at the sole risk and hazard of the Owners and their Permittees, and no Owner shall have any liability for any liabilities, damages, judgments, costs, expenses, penalties, and/or injuries to persons or property caused by or arising out of (a) any entry by such person upon, the use of, or any work performed on the Accessways, or (b) the maintenance, repair and replacement of the Accessways, except to the extent caused by such Owner's gross negligence or willful misconduct. Each Owner, on behalf of itself and its Permittees, releases the other Owner and its Permittees from any and all claims relating to the condition or use of the Accessways other than the enforcement of this Declaration.

2. Declaration of Drainage Easement. Declarant has constructed a storm drainage system servicing the Lots for which surface water and storm water from each Lot drains, or may drain, into and through surface water drains, storm drain lines, pipes, catch basins and other facilities (collectively, "*Drainage Facilities*"). Declarant hereby creates and establishes for the benefit of the Lots a perpetual nonexclusive easement to drain and direct surface and storm water from each Lot into and through the Drainage Facilities. Each Owner shall have all other rights and benefits necessary or convenient for the full use and enjoyment of the easement established in this Section 2, including the right at all times to connect into and use the Drainage Facilities. No Owner may modify any Drainage Facilities without the prior written consent of the other Owner, which consent for changes shall not be unreasonably withheld, conditioned or delayed. No such modification, however, may in any event unreasonably interfere with the other Owner's use of the Drainage Facilities.

3. Declaration of Utilities Easement. Electrical, natural gas, water, sanitary sewer, and other utilities servicing the Lots have been constructed within the Exterior Areas and connected to the Buildings and other improvements on the Lots (the "*Utilities*"). Declarant hereby creates and establishes for the benefit of the Lots a perpetual nonexclusive easement to maintain, replace, connect to, and use the Utilities. Each Owner shall have all other rights and benefits necessary or convenient for the full use and enjoyment of the easement established in this Section 3. If any modification of any shared connection to the Utilities shall affect the other Owner, an Owner may not modify such shared connections to the Utilities without the prior written consent of the other Owner, which consent shall not be unreasonably withheld, conditioned or delayed. No such modification, however, may in any event unreasonably interfere with the other Owner's use of the Utilities.

4. Dumpster. Declarant hereby creates and establishes for the benefit of Lot 1 and its Owner and Permittees a perpetual nonexclusive easement upon and over the area in the northeastern corner of Lot 2 upon which the dumpster enclosure serving both Lots is located,

together with a right of way of access, passage and use, both pedestrian and vehicular, on, over, upon and across the Accessways for the purpose of maintaining, replacing, and using such dumpster enclosure and the dumpster from time to time placed therein (the "**Dumpster**"). Each Owner shall have all other rights and benefits necessary or convenient for the full use and enjoyment of the easement established in this Section 4. The use of the Dumpster shall be limited to disposal of refuse from the operations of the businesses on the respective Lots, and the Owners shall bear the costs of placing, replacing, servicing, and emptying the Dumpster in accordance with the Owners' Proportionate Shares (as defined below).

5. Reservation of Rights. Declarant, on behalf of itself and each subsequent Owner, reserves the right for itself and others to use such portions of the Lot owned by such Owner as it determines appropriate, consistent with the easements created herein; provided that no Owner or Permittee shall cause or allow any barrier, structure, or other impediment to the use of the easements created herein to be constructed or placed upon or within Exterior Areas in a manner that materially interferes with the use of the easements created herein. The easements created herein shall be used by the Owners and Permittees with due regard to the rights of others.

6. Maintenance; Payment of Maintenance Costs.

6.1 The Owners shall retain the responsibility of maintaining, repairing and replacing the portions of the Accessways, parking areas, and the Drainage Facilities situated on their respective Lots in a good and safe condition and repair, reasonably free and clear from obstruction, debris, hazard, and nuisance and in accordance with all applicable laws and regulations; provided, however, that any damage specifically caused by an Owner or a Permittee of an Owner, normal wear and tear excepted, shall be repaired by such Owner, at such Owner's cost. For purposes of clarity, the maintenance, repair and replacement obligations of the Accessways and parking areas shall include: (a) maintaining and repairing the surface of such areas; (b) removing all trash, debris and other refuse from and periodically sweeping such areas to the extent necessary to maintain the same in a clean, safe and orderly condition; (c) maintaining striping and signage as needed; (d) arranging for prompt removal of snow, ice, and other weather-related hazards; and (e) performing any and all such other duties, whether specifically listed herein or not, as are necessary to maintain the Accessways and parking areas in a clean, safe and orderly condition. Promptly after the maintenance, repair or replacement of the Accessways, parking areas, or Drainage Facilities as described herein, the Owner performing such work shall cause the Accessways, parking areas, and Drainage Facilities to be restored to a substantially similar or better condition than existed immediately prior to the performance of such work.

6.2 Each Owner shall retain the responsibility of maintaining, repairing and replacing any Utilities used to service such Owner's Lot; provided, however, that any damage specifically caused by an Owner or a Permittee of an Owner shall be repaired by such Owner, at such Owner's cost. Promptly after the maintenance, repair or replacement of any Utilities as described herein, the Owner performing such work shall cause the Utilities to be restored to a substantially similar or better condition than existed immediately prior to the performance of such work.

6.3 Except with respect to damage specifically caused by an Owner or a Permittee of an Owner as set forth above: (a) the costs incurred to maintain, repair, and replace the Accessways, the parking areas, the Drainage Facilities, the shared Utilities, and the Dumpster enclosure shall be borne seventy-five percent (75%) by the Owner of Lot 1 and twenty-five percent (25%) by the Owner of Lot 2 (the "***Owners' Proportionate Shares***"); and (b) the costs to maintain, repair, and replace any of the Utilities that serve only one Lot shall be borne by the Owner of such Lot. Upon incurring an expense to be shared by the other Owner, the Owner incurring such expense shall submit an invoice to the other Owner for such Owner's share of such expense, together with reasonable documentation explaining and supporting the work performed and the invoiced amount. The other Owner shall pay its share of such costs within thirty (30) days after receiving the invoice therefor and the supporting documentation. Any payment that is not received when due shall incur interest at the rate of twelve percent (12%) per annum until paid.

7. Access Road Easement Agreement. Each Owner, by acquiring ownership of or any interest in any Lot, acknowledges and agrees that such Owner is bound by and shall perform its obligations under the Access Road Easement Agreement. As between the Owners, if any amount is charged pursuant to the Access Road Easement Agreement to the Owners as the owners of "Lot 2," as defined in the Access Road Easement Agreement, excluding any amount that is charged to a specific Owner as the result of damage caused by (or other action taken by) such Owner or such Owner's Permittee, such amount shall be borne by the Owners in accordance with the Owners' Proportionate Shares.

8. Compliance with Laws. The Owners agree to comply with all present or future laws, ordinances, orders, judgments, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, agency affecting their respective Lots, including any building, zoning and land use laws, to the extent related to the construction, use or maintenance of the Accessways, the Drainage Facilities, and the Utilities.

9. Indemnification. Each Owner agrees to indemnify, save, defend (with counsel reasonably acceptable to the Indemnified Party (as defined below)) and hold harmless each other Owner, and any affiliate of such other Owner, and its and their officers, directors, employees, managers, members, agents and servants (collectively, the "***Indemnified Party***") from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage that may be incurred by the such Indemnified Party as a result of any action of the indemnifying Owner or its Permittees to the extent caused by or arising out of, either directly or indirectly, any action of the indemnifying Owner or its Permittees upon, the use of, or any work performed on the Accessways, the parking areas, the Drainage Facilities, the Utilities, and the Dumpster enclosure, except to the extent caused by the Indemnified Party's negligence, willful misconduct, or breach of this Declaration. Notwithstanding the foregoing, each Owner, on behalf of itself and its Permittees, hereby releases any such claims to the extent covered by insurance of any Owner. Nothing in this section is intended to limit the release provided in Section 1.

10. Insurance. Each Owner shall maintain commercial general liability insurance covering the Exterior Areas, Accessways, and other common areas and facilities with limits of

not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Each such policy of insurance maintained by an Owner shall name the other Owner as an additional insured.

11. Duration. The easements and each covenant and restriction set forth in this Declaration shall be perpetual.

12. Covenants Run with Land. Each right and obligation in this Declaration (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of a Lot; and (c) shall benefit and be binding upon any person whose title is acquired by conveyance, judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Every person who owns, occupies or acquires any right, title, estate or interest in any portion of a Lot shall be conclusively deemed to have consented and agreed to the obligations and restrictions contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in such Lot.

13. Third-Party Beneficiaries. This Declaration is not intended, nor shall it be construed, to create any third-party beneficiary rights in or for the benefit of any person who is not an Owner, including any tenants of the Owners, except as otherwise expressly provided to the contrary in this Declaration.

14. Miscellaneous.

14.1 Should any Owner default in any of the covenants or restrictions herein contained, such defaulting Owner shall pay all costs and expenses, including reasonable attorney fees, which may arise or accrue from enforcing this Declaration or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting Owner to pay costs and expenses includes all costs and expenses, including reasonable attorney fees, incurred on appeal and in bankruptcy proceedings.

14.2 Subject to Section 13.4, below, in the event of a default by an Owner hereunder, the non-defaulting Owner shall have the right to prosecute any proceedings at law or in equity against the defaulting Owner, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation of any of the terms, covenants, or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. Subject to Section 13.4, below, all of the remedies permitted or available to an Owner under this Declaration or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

14.3 No waiver by any Owner of any default under this Declaration shall be effective or binding on such Owner unless made in writing by such Owner, and no such waiver shall be implied from any omission by an Owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of

time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Declaration.

14.4 It is expressly agreed that no breach of or event of default under this Declaration shall: (a) entitle any Owner to cancel, rescind, or otherwise terminate this Declaration; or (b) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of a Lot. This limitation shall not affect in any manner any other rights or remedies that an Owner may have hereunder by reason of any such breach or default.

14.5 As used in this Declaration, words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa, as the context may require. The headings in this Declaration are included solely for convenience of reference and shall not be construed as limiting or in any other way modifying the text of the Declaration. Use of the word "including" and its derivatives shall mean "including but not limited to", "including without limitation", or words of similar import.

14.6 This Declaration shall apply to, inure to the benefit of and bind each Owner and all successors and assigns of each Owner's interest in such Owner's Lot or any portion thereof. The rights and obligations conferred or imposed upon an Owners pursuant to this Declaration shall not be transferred or assigned to any other person, including a tenant of any Owner, except together with the transfer or conveyance of such Owner's respective Lot subject to the easements and the terms and conditions of this Declaration. Any Owner transferring its interest in such Owner's Lot shall be released from all further obligations under this Declaration arising from and after the effective date of such transfer or conveyance. Nothing contained herein shall, however, be construed to release any Owner from obligations accruing prior to the date of such transfer or conveyance, including obligations relating to any maintenance or repairs performed prior to such transfer. Nothing contained in this Declaration shall be deemed a gift or dedication of any portion of the Lots to the general public or for the public, or for any public purpose.

14.7 Without limiting the Access Road Easement Agreement, this Declaration contains the entire agreement of the Owners with respect to the subject matter hereof.

14.8 Upon execution, this Declaration, and any amendment hereto, any Owner may cause the Declaration and/or amendment to be recorded in the Official Records of the Recorder's Office of Utah County, Utah. No amendment of this Declaration shall be effective unless such amendment has been executed and acknowledged by the Owners of both Lots, and further provided that any such amendment is recorded in the Official Records of the Recorder's Office of Utah County, Utah.

14.9 All notices, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, if in writing, addressed to the Owner of record of the applicable Lot or its registered agent, and (a) delivered by any means if actually received; (b) delivered personally; or (c) sent by registered,

certified mail, or receipted overnight service (by a reputable overnight company), postage prepaid addressed to such Owner at the address of the Building located on the applicable Lot.

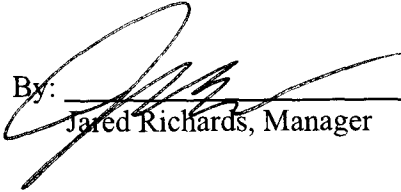
14.10 The easements shall be and remain at all times senior and superior in title and priority to any mortgage, deed of trust or similar lien at any time encumbering any of the Lots.

14.11 This Declaration may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document, with the same effect as if all parties had signed the same signature page. Any signature page of this Declaration may be detached from any counterpart of this Declaration and reattached to any other counterpart hereof.

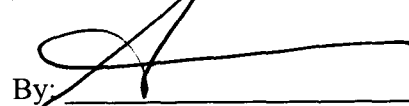
***[Remainder of page intentionally left blank. Signature page follows immediately.]***

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Access, Parking, Drainage, and Utilities Easements the day and year first above written.

SHINY SHELL – CEDAR HILLS, LLC


By:  \_\_\_\_\_  
Jared Richards, Manager

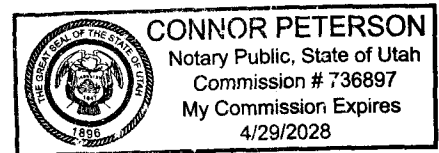
By: NAJO Management, Inc., Manager

By:  \_\_\_\_\_  
Andrew Bybee, President

STATE OF UTAH )  
:SS.  
COUNTY OF Salt Lake )


The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of December 2025 by Jared Richards, a manager of Shiny Shell – Cedar Hills, LLC, who acknowledged to me that the foregoing instrument was executed on behalf of said limited liability company in the capacity indicated.

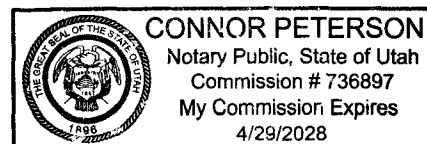
 \_\_\_\_\_  
NOTARY PUBLIC



STATE OF UTAH )  
:SS.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of December 2025 by Andrew Bybee, the president of NAJO Management, Inc., which is a manager of Shiny Shell – Cedar Hills, LLC, who acknowledged to me that the foregoing instrument was executed on behalf of said limited liability company in the capacity indicated.

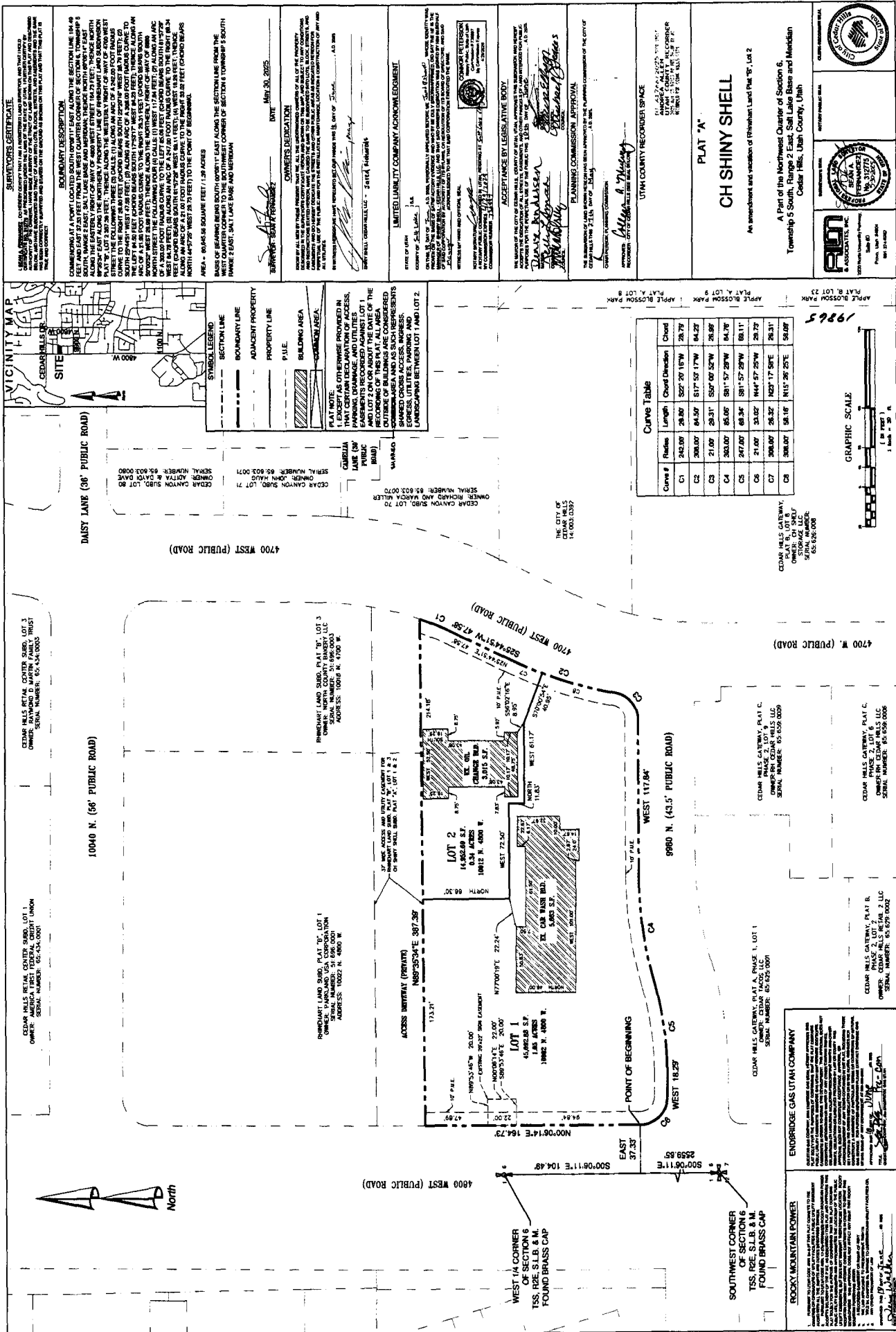
 \_\_\_\_\_  
NOTARY PUBLIC





**EXHIBIT A**

**THE PLAT**



**SURVEYOR'S CERTIFICATE**

THE UNDERSIGNED, **DAVID R. JOHNSON**, a duly Licensed Professional Engineer in the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner, and that the same was made by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, of the Utah Code, and that the same was made by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, of the Utah Code, and that the same was made by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, of the Utah Code.

**OWNER'S DECLARATION**

I, the undersigned, **DAVID R. JOHNSON**, do hereby declare that the foregoing is a true and correct copy of the original survey as shown to me by the owner, and that the same was made by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, of the Utah Code, and that the same was made by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, of the Utah Code.

**CH SHINY SHELL**

A Part of the Northwest Quarter of Section 6, Township 5 South, Range 2 East, Salt Lake Base and Meridian Cedar Hills, Utah County, Utah

**PLAT 'A'**

As amended and variation of Plats 'A' and 'B', Lot 2

**UTAH COUNTY RECORDER'S OFFICE**

RECORDED IN PLAT BOOK 1, PAGE 1000

**PLANNING COMMISSION APPROVAL**

APPROVED: **Valley & Valley**

**ACCEPTANCE BY LEGISLATIVE BODY**

APPROVED: **David Johnson**

Curve #	Radius	Length	Chord Direction	Chord
C1	245.00'	28.00'	S27°20'15"W	28.79'
C2	200.00'	84.50'	S17°53'17"W	84.25'
C3	21.00'	28.31'	S55°00'52"W	26.96'
C4	300.00'	85.05'	S81°57'29"W	84.70'
C5	247.00'	68.34'	S81°57'29"W	68.11'
C6	21.00'	33.02'	N44°57'25"W	29.72'
C7	300.00'	28.32'	N27°17'58"E	26.31'
C8	200.00'	58.16'	N15°26'25"E	58.09'

**GRAPHIC SCALE**

1" = 50'