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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/7/2021 1:09:00 PM
FEE \$40.00 Pgs: 11
DEP eCASH REC'D FOR COTTONWOOD TITLE INS

WHEN RECORDED MAIL TO:

Trico Holdings
1565 W Hillfield Rd, Suite 104
Layton, UT 84041

Declaration of Easements, Covenants, Conditions and Restrictions

In Reference to Tax ID Number(s):

12-738-0004

12-738-0002

ACCOMMODATION RECORDING ONLY.
COTTONWOOD TITLE INSURANCE AGENCY,
INC. MAKES NO REPRESENTATION AS TO
CONDITION OF TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR EFFECTS OF DOCUMENT.

**DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "**Declaration**") is made as of the 2nd day of December 2021 between Syrcor, LLC, a Utah limited liability company ("**Syrcor**"), Trico Holdings L.C. ("**Trico**") and Syracuse City ("**City**").

RECITALS:

A. Syrcor and Trico are the owners of certain tracts or parcels of land situated in the City of Syracuse, County of Davis, State of Utah, being more particularly described on **Exhibit A** attached hereto and made a part hereof by this reference (hereinafter referred to as the ("**Syrcor Parcel**"); and Exhibit B, attached hereto and made part hereof by this reference (hereinafter referred to as the ("**Trico Parcel**"). Both Syrcor and Trico parcels together hereinafter referred to as the ("**Parcels**")

B. The City is desirous to have some connectivity from Bluff Ridge Drive to the East and West for public thoroughfare as the Parcels develop per an RDA agreement currently in place between Parcel Owners and the City.

C. The parties desire to clarify the specific easement locations and obligations of Syrcor, Trico and City.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the premises, the mutual benefits to be derived by the provisions of this Agreement, and other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, Syrcor and Trico do hereby covenant and agree as follows:

AGREEMENT:

NOW, THEREFORE, Syrcor and Trico hereby declare, for and on behalf of themselves, and all current and subsequent owners, that the Parcels and all portions thereof are now held and shall from and after the date hereof be acquired, held, conveyed, hypothecated, encumbered, leased, used, occupied and improved subject to the following easement, covenants, and conditions:

TERMS:

ARTICLE 1
DEFINITIONS

When used in this Declaration, the following capitalized terms shall have the following meanings:

1.1 **"Access Drives"** shall mean and be limited to the access drive aisles as defined in Exhibit B, C, and D.

1.2 **"RDA"** shall mean the "Agreement for 2021 Infrastructure Improvements Within The 750 West Redevelopment Area of the Syracuse City Redevelopment Agency" between City and Trico and it's affiliated parcel (Syracor).

1.3 **"Pacificorp Easement"** shall mean the existing "Easement Agreement" entered into on December 19th, 2002 (recorded 12/20/2002, E1815668 B 3191 P 498, Davis County Recorder) between Pacificorp and Benchmark Holding Co., L.C. allowing for the use of the land under the power line Corridor including "access and other uses commonly associated with commercial development" for Commercial use by Benchmark Holdings or it's Assign's (Trico).

1.4 **"Owner(s)"** shall mean the Owner of the Syracor Parcel and Trico Parcel respectively; or their respective heirs, executors, administrators, successors and assigns.

ARTICLE II EASEMENTS

2.1 Trico and Syracor as Owners of Parcels of land hereby grant and reserve for the City for the safety and benefit of the public a perpetual public access easement across the areas defined in Exhibit B and Exhibit C.

2.2 Trico also assigns it's rights associated with the Pacificorp Easement relating to access associated with commercial development which allows for access across the proposed road as shown on exhibit C and is part of the Trico Commercial development; which development has been approved by City and Pacificorp for the specified location of roads and uses associated with this development (See Exhibit D)

ARTICLE III
MAINTENANCE

Each Owner shall be responsible for maintaining its own Parcel and the improvements thereon, in a good condition and repair, at such Owner's sole cost. Each Owner shall have the right to improve and the obligation to maintain and repair (and if necessary, to replace) the pavement within the portions of the Access Easement located on its own Parcel, as applicable. Further, no Owner shall install, erect, construct, or cause to be installed, erected or constructed, anything on the Access Easement area that may in any manner interfere with or restrict the rights granted herein.

ARTICLE IV
AMENDMENTS

This Declaration may not be modified or amended in any respect, or cancelled, terminated or rescinded, in whole or in part, except as provided herein or by the written consent of each of the Owners (separately or collectively) and the City, and then only by a written instrument fully executed and acknowledged by said parties and duly recorded in the Official Records of Davis County, Utah.

ARTICLE V
MISCELLANEOUS

5.1 **No Waiver.** No waiver of any term or condition of this Declaration shall be effective unless it is in writing and is signed by the person against whom enforcement of the waiver is sought, and then only in the particular circumstances specified. No failure by a person to exercise any right or privilege provided for in this Declaration, or to require timely performance of any obligation in strict accordance with the provisions of this Declaration, shall preclude the exercise of those rights or privileges or the enforcement of those obligations in different circumstances or upon the reoccurrence of the same or similar circumstances. Moreover, the exercise of any remedy provided for at law, in equity, or in this Declaration shall not implicitly preclude the exercise of any other remedy except when, and then only to the extent that, the other remedy is expressly forbidden or limited by the provisions of this Declaration.

5.2 **Warranty of Title.** Each Owner covenants and warrants that, as of the date of recording of this Declaration, it is the Owner in fee simple of its respective Parcel and that it has a good and lawful right to convey these easements herein granted. Each Owner and its successors and assigns hereby warrants and shall defend the right and title to the above-described easements unto each other Owner, their successors and assigns against the lawful claims of all persons claiming by, though or under any other Owner.

5.3 **Remedies.** In the event an Owner breaches the terms of this Declaration, the other Owner shall notify the breaching Owner and shall specify the breach. If such deficiencies are not corrected or the breach not cured within ten (10) days or such other period of time reasonably required if such cure cannot reasonably be completed within such ten (10) day period after receipt of such notice, then the non-breaching Owner shall have the right to cure the breach (even if such

work must be undertaken on the defaulting Owner's parcel), and recover all costs and expenses related thereto from breaching Owner. Notwithstanding the foregoing, in the event that the failure to perform the work, or failure to perform the work in the manner required in this Declaration or the breach of this Declaration, creates an imminent danger of damage to persons or properties, or jeopardizes the continuance of business operations on the Syrcor Parcel or the Trico Parcel, no notice shall be required prior to an Owner commencing such work or commencing a cure. In addition to any other rights and remedies that may be available to the Owners hereunder, in the event that any Owner breaches any of the terms, conditions, obligations under this Declaration, the non-breaching Owner shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach from the breaching Owner. The rights and remedies of each Owner herein are intended to be cumulative, non-exclusive and exercisable singularly, consecutively or concurrently with any others.

5.4 **Notices.** All notices, requests, consents, demands and other communications required or which any party desires to give hereunder shall be in writing and shall be deemed sufficiently given or furnished if delivered by certified United States mail, postage prepaid, addressed to the party and sent to the address on file with the Davis County Assessor for delivery of property tax notices.

5.5 **Attorneys' Fees.** If any person commences litigation or other legal proceedings for a default under this Declaration, the prevailing party in that litigation shall be entitled to recover its costs and expenses, including reasonable attorneys' fees and expert witness fees, with attorneys' fees to be determined by the court and not a jury in that litigation.

5.6 **Interpretation.** As used in this Declaration, the masculine, feminine, and neuter gender and the singular or plural shall each be construed to include the other whenever the context so requires. This Declaration shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Declaration or any part of it to be construed against the person causing this Declaration to be written. If any words or phrases in this Declaration have been stricken, whether or not replaced by other words or phrases, then this Declaration shall be construed (if otherwise clear and unambiguous) as if the stricken matter had never appeared and no inference shall be drawn from the former presence of the stricken matters or from the fact that those matters were stricken.

5.7 **Invalidity.** If any term, condition, or covenant of this Declaration is deemed to be invalid, illegal, or unenforceable, then the invalidity, illegality, or unenforceability shall not affect the remaining portion of that provision or any other provision of this Declaration.

5.8. **Effective Upon Recording.** This Declaration shall take effect upon its recordation in the Official Records of Davis County.

5.9 **Governing Law; Venue.** This Declaration shall be governed by and construed in accordance with the laws of the State of Utah without respect to choice-of-law principles.

5.10 **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create

equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

5.11 **No Rights in Public.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Parcels not specifically named herein.

[SIGNATURES BELOW]

IN WITNESS WHEREOF, Syrcor LLC has caused this Declaration to be executed as of the date set forth above.

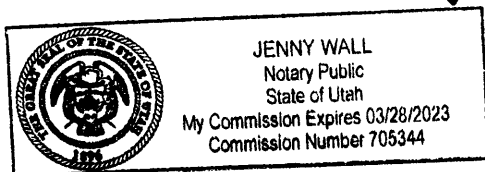
Syrcor LLC,
an Utah limited liability company

By: Mark Thayne
Syrcor LLC, Manager

STATE OF UTAH)
) ss.
County of Davis)

The foregoing instrument was acknowledged before me this 2 day of December, ~~2020~~₂₀₂₁ by Mark Thayne, the manager of Syrcor LLC, for and on behalf thereof.

Jenny Wall
Notary Public



IN WITNESS WHEREOF, Trico L.C. has caused this Declaration to be executed as of the date set forth above.

Trico L.C.,
a Utah limited company

By: [Signature]

Its: Member

STATE OF Utah)
County of Davis) ss.

~~2020~~ The foregoing instrument was acknowledged before me this 2 day of December, 2021 by Neil Wau, the Member of Trico, L.C., for and on behalf thereof.

[Signature]
Notary Public

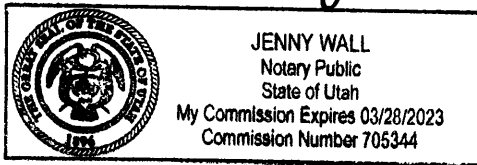


Exhibit A

Legal Description Syrcor Parcel and Trico Parcel

Syrcor Parcel

LOT 4, SYRACUSE GATEWAY PHASE 2 COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE DAVIS COUNTY, UTAH RECORDERS OFFICE, RECORDED OCTOBER 30, 2009 AS ENTRY NO. 2490308 IN BOOK 4892 AT PAGE 619, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF 1700 SOUTH STREET (ANTELOPE DRIVE) SAID POINT BEING LOCATED SOUTH 89°59'50" EAST ALONG SECTION LINE 1174.85 FEET AND SOUTH 00°10'10" WEST 55.00 FEET FROM THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE SEPTEMBER 6, 2005, ENTRY 2102936, BOOK 2864, PAGE 628, AND RUNNING THENCE SOUTH 89°59'50" EAST 209.73 FEET ALONG THE SOUTH LINE OF SAID STREET AS SHOWN ON THE OFFICIAL UTAH DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR PROJECT STP-0108(7)3, DATED APRIL OF 2002, SHEETS RW-1 THROUGH RW-7, TO A POINT ON A 20 FOOT RADIUS CURVE TO THE RIGHT, SAID POINT BEING ON THE WESTERLY LINE OF BLUFF RIDGE DRIVE, A STREET SHOWN ON SYRACUSE GATEWAY PHASE 1 COMMERCIAL SUBDIVISION A PLAT RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE, SAID SUBDIVISION HAVING BEEN ROTATED 00°00'16" CLOCKWISE TO MATCH AN ALTERNATE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, SAID ALTERNATE NORTH LINE HAVING BEEN CALCULATED BASED UPON AN OLD DAVIS COUNTY SURVEYORS SECTION CORNER TIE SHEET FOR THE NORTH QUARTER CORNER OF SAID SECTION 14, SAID ALTERNATE LOCATION BEING LOCATED NORTH 89°59'23" EAST 2644.70 FEET FROM SAID NORTHWEST CORNER OF SECTION 14, SAID SECOND LOCATION ALSO BEING LOCATED SOUTH 00°09'26" WEST 85.00 FEET FROM AN EXISTING BRASS CAP REFERENCE MONUMENT AS SHOWN ON SAID OLD DAVIS COUNTY SURVEYORS SECTION CORNER TIE SHEET, SAID SUBDIVISION ALSO HAVING BEEN TRANSLATED 0.29 FEET SOUTH 89°02'10" EAST TO MATCH THE LOCATION OF THE EXISTING CENTERLINE MONUMENTS IN BLUFF RIDGE DRIVE AS SHOWN ON SAID SUBDIVISION PLAT BASED UPON A FIELD SURVEY PERFORMED BY PINNACLE ENGINEERING AND LAND SURVEYING IN JANUARY 2009; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID SUBDIVISION AND SAID STREET THE FOLLOWING (5) COURSES: (1) 27.63 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 79°09'29" (CHORD BEARS SOUTH 40°18'39" EAST 25.49 FEET) TO A POINT OF TANGENCY, (2) SOUTH 00°43'54" EAST (SOUTH 00°44'10" EAST 18.71 FEET BY RECORD) 18.68 FEET TO A POINT OF CURVATURE, (3) 116.01 FEET ALONG THE ARC OF A 165.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 40°17'09" (CHORD BEARS SOUTH 19°24'40" WEST 113.64 FEET) TO A POINT OF TANGENCY, (4) SOUTH 39°33'15" WEST (SOUTH 39°32'59" WEST BY RECORD) 41.92 FEET TO A POINT OF CURVATURE, AND (5) 19.42 FEET ALONG THE ARC OF A 202.75 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05°29'22" (CHORD BEARS SOUTH 36°48'34" WEST 19.42 FEET); THENCE NORTH 89°59'50" WEST 4.26 FEET TO THE CENTERLINE OF THE VACATED 750 WEST STREET, AS RECORDED AT THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE NORTH 00°10'10" EAST ALONG SAID CENTERLINE 30.16 FEET TO THE PROLONGATION OF THE SOUTH LINE OF SAID WARRANTY DEED RECORDED AS ENTRY 2102936; THENCE NORTH 89°59'50" WEST TO AND COINCIDENT WITH SAID SOUTHERLY LINE 146.67 FEET; AND THENCE NORTH 00°10'10" EAST COINCIDENT WITH THE WEST LINE OF SAID WARRANTY DEED 163.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 35,284 SQ.FT. (0.81 ACRES)

Trico Parcel

ALL OF LOT 2, SYRACUSE GATEWAY PHASE 2 COMMERCIAL SUBDIVISION. CONT.
2.72 ACRES

Exhibit B

RKH
1-12-2021
Job # L1307R
Trico Commercial

Syrcor Access Easement Description with NAD83 Rotation

A parcel of land, situate in the Northwest Quarter of Section 14, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Syracuse City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point which is South 89°40'01" East 1173.19 feet along the section line and South 00°19'58" West 155.17 feet from the Northwest corner of said Section 14 (NAD 83 Bearing being South 89°40'01" East between the Northwest Corner and the North Quarter Corner of said Section 14 as noted on the Davis County Township Reference Plat) and running thence;

South 89°40'02" East 163.40 feet;

thence easterly 24.86 feet along the arc of a 36.00-foot radius tangent curve to the right (center bears South 00°19'58" West and the long chord bears South 69°53'06" East 24.37 feet with a central angle of 39°33'52");

thence South 49°55'53" East 20.79 feet;

thence southwesterly 25.99 feet along the arc of a 182.23-foot radius non-tangent curve to the right (center bears North 57°07'53" West and the long chord bears South 36°57'18" West 25.97 feet with a central angle of 08°10'23");

thence North 50°06'09" West 22.12 feet;

thence westerly 6.91 feet along the arc of a 10.00-foot radius non-tangent curve to the left (center bears South 39°53'50" West and the long chord bears North 69°53'06" West 6.77 feet with a central angle of 39°33'52");

thence North 89°40'02" West 163.41 feet;

thence North 00°20'51" East 26.00 feet to the Point of Beginning.

Contains: 5,227 square feet or 0.120 acres.

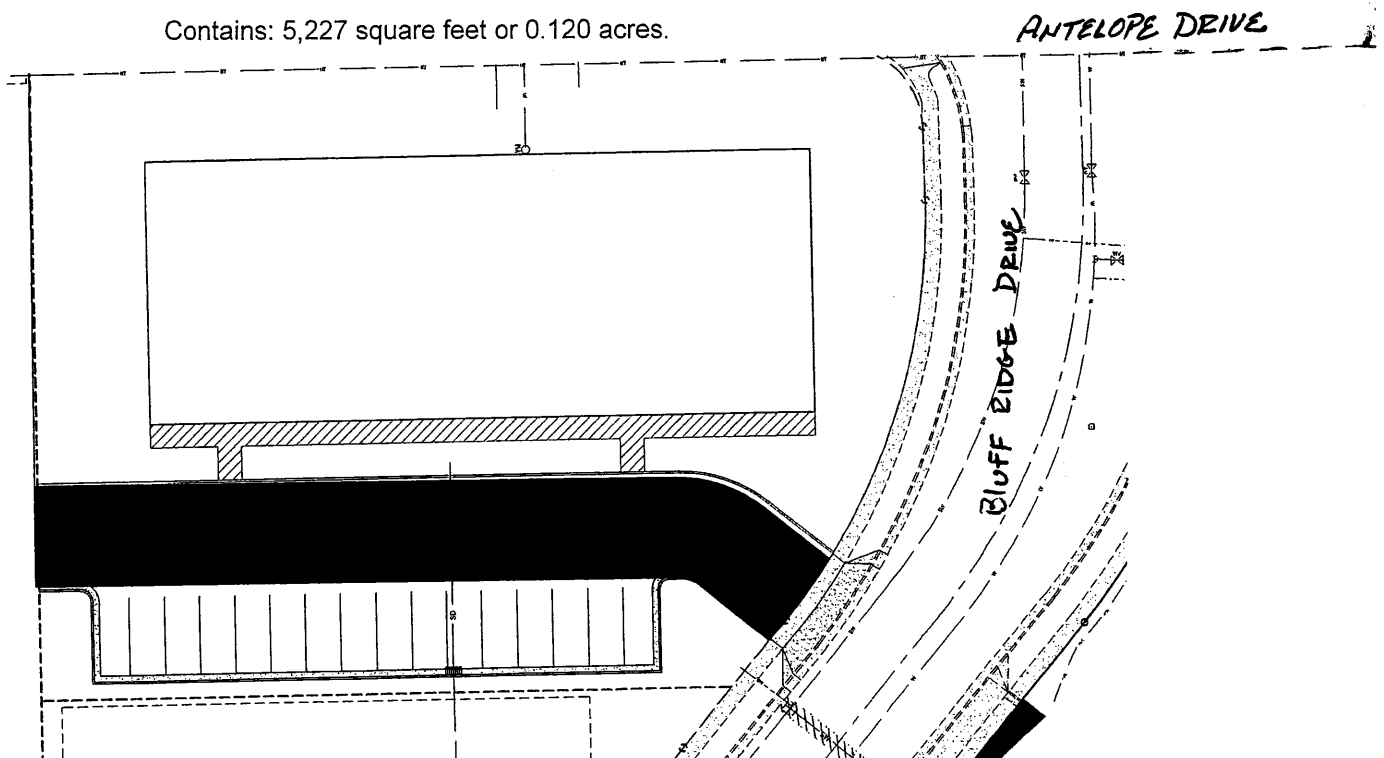


Exhibit C

RKH
1-12-2021
Job # L1307R

Trico Access Easement Description with NAD83 Rotation

A parcel of land, situate in the Northwest Quarter of Section 14, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Syracuse City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point which is North $89^{\circ}40'01''$ West 940.64 feet along the section line and South $00^{\circ}19'58''$ West 239.29 feet from the North Quarter corner of said Section 14 (Basis of Bearings being North $89^{\circ}40'01''$ West between the Northwest Corner and the North Quarter Corner of Section 14 as noted on the Davis County NAD83 Township Reference Plat) and running thence;

South $36^{\circ}20'08''$ East 32.41 feet;
thence North $89^{\circ}40'22''$ West 262.82 feet;
thence westerly 52.35 feet along the arc of a 76.50-foot radius non-tangent curve to the right (center bears North $00^{\circ}41'39''$ East and the long chord bears North $69^{\circ}42'13''$ West 51.33 feet with a central angle of $39^{\circ}12'17''$);
thence North $50^{\circ}06'10''$ West 7.67 feet;
thence North $39^{\circ}53'50''$ East 26.00 feet;
thence South $50^{\circ}06'10''$ East 7.67 feet;
thence easterly 34.55 feet along the arc of a 50.50-foot radius non-tangent curve to the left (center bears North $39^{\circ}53'46''$ East and the long chord bears South $69^{\circ}42'13''$ East 33.88 feet with a central angle of $39^{\circ}11'57''$);
thence South $89^{\circ}40'22''$ East 243.30 feet to the Point of Beginning.

Contains: 7909 square feet or 0.182 acres.

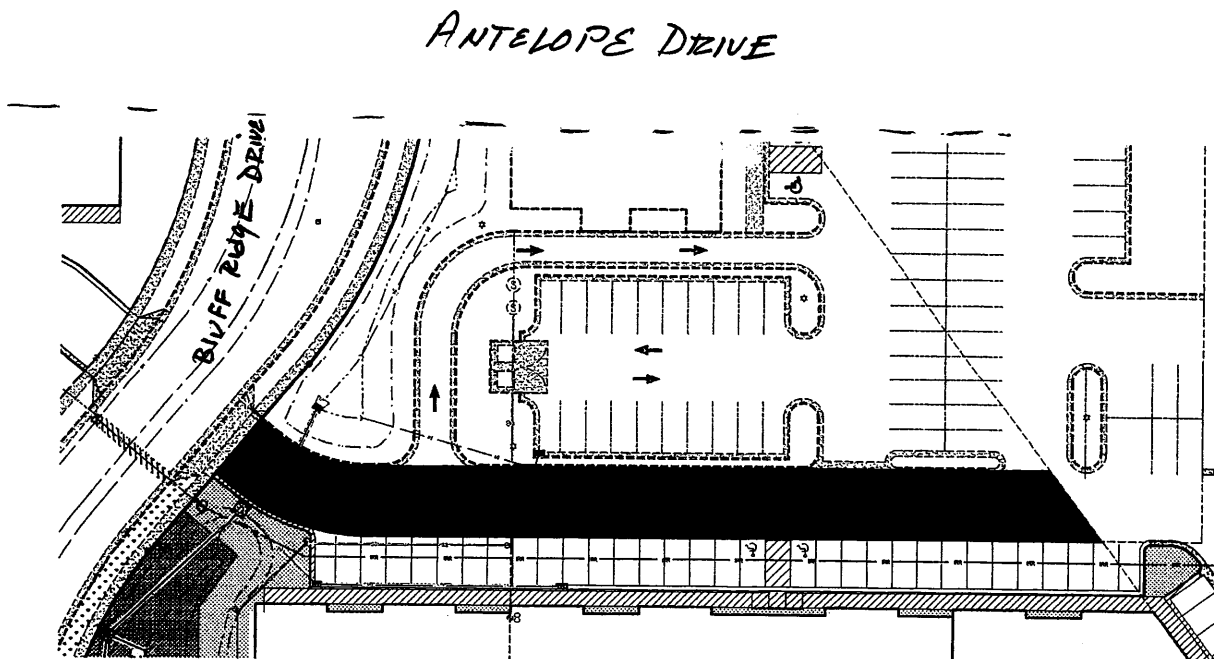


Exhibit D
PacifiCorp Easement

