

WHEN RECORDED, RETURN TO:

VILLAGE DEVELOPMENT GROUP, INC.

Attn: Matt Lowe

6028 S. Ridgeline Dr. #203
Ogden, UT 84405

DECLARATION OF SNOW STORAGE EASEMENT

THIS DECLARATION OF SNOW STORAGE EASEMENT (this "**Declaration**") is hereby made on this 31st day of April, 2020, by VILLAGE DEVELOPMENT GROUP, INC., a Utah Corporation ("**Declarant**").

RECITALS

A. WHEREAS, Declarant is the fee simple owner of both: (i) that certain parcel of real property located in Summit County, State of Utah, described on **Exhibit A** attached hereto (the "**Burdened Property**"); and (ii) the parcel of real property located in Summit County, State of Utah, described on Exhibit "B" attached hereto (the "**Benefited Property**"); and

B. WHEREAS, by this Declaration, Declarant intends to dedicate two (2) permanent, nonexclusive snow storage easements over those portions of the Burdened Property more particularly described on **Exhibit C** attached hereto and incorporated herein by this reference (the "**Snow Storage Easement Areas**") for the benefit of the Benefited Property on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant hereby declares as follows:

DECLARATION

1. **Dedication of Snow Storage Easement.** Declarant dedicates a permanent snow storage easement (the "**Snow Storage Easement**") on, under, across, or over the Snow Storage Area for the purpose hereinafter stated, subject to the terms, conditions, and limitations set forth in Section 2 below.

2. **Purpose of Snow Storage Easement.** The purpose of the Snow Storage Easement is for the use and maintenance of a public roadway turnaround and for the right to plow, cast and store snow that has fallen in adjacent public rights-of-way. Declarant understands and agrees that the Snow Storage Easement Areas granted herein for snow storage is to be used solely by the owner(s) of the Benefited Property, but not the public at large, for snow storage on such Snow Storage Easement Area, along with access for the purposes of effectuating such snow storage. The rights granted hereunder do not include the right to enter on the Burdened Property without the prior written permission of Declarant, which permission may be reasonably withheld, to discharge storm waters on, or install any landscaping, irrigation systems, buildings, utilities, structures or other improvements on, under, across, or over, the Burdened Property.

3. **Ingress and Egress.** The owner(s) of the Benefited Property, their successors and assigns and their employees, agents, contractors and representatives shall have the right of ingress

and egress in, to, through, over, under, above and across the Burdened Property for access to and from the Snow Storage Easement Areas for the specific purposes articulated in Section 2 above.

4. **Continuing Rights of Burdened Property Owner.** The owner(s) of the Burdened Property shall have the right to use the Snow Storage Easement Property, as Declarant may determine in Declarant's reasonable discretion, provided that no such use shall interfere with or frustrate the purposes of the Snow Storage Easement set forth in Section 2 above.

5. **Non-Exclusive Easement.** The Snow Storage Easement granted herein is non-exclusive, and Declarant reserves unto itself, its successors and assigns, the right to grant additional rights to use and traverse the Snow Storage Easement Areas in any manner that is consistent with, and does not frustrate, the purposes of the Snow Storage Easement granted herein.

6. **Indemnification.** The owner(s) of the Benefited Property, shall defend, indemnify and hold harmless the owner(s) of the Burdened Property from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation, attorney fees, arising from the use of the Snow Storage Easement Areas or from the exercise of any rights granted by this Agreement; excepting, however, that the owner(s) of the Benefited Property shall not be indemnified, saved, defended or kept free and harmless from any loss or liability resulting from their own negligence or the negligence of their contractors, employees, or agents.

7. **Insurance.** The owner(s) of the Benefited Property shall ensure that each of their contractors, consultants, or agents performing work on behalf of said owners procure and maintain insurance coverage sufficient to protect the interests of the owner(s) of the Burdened Property. For such time as Declarant remains the owner of the Burdened Property, Declarant shall be listed as additional insureds on all liability policies issued to the owner(s) of the Benefited Property.

8. **Liens.** The Snow Storage Easement Areas shall free and clear of all liens and encumbrances arising from the exercise by the owner(s) of the Benefited Property's rights under this Agreement.

9. **Amendment.** This Agreement may be modified or amended only upon the mutual written consent of the owner(s) of the Benefited Property and the Burdened Property or their respective legal representatives, successors or assigns, and any such amendment shall become effective only upon the recording of the same in the Public Records of Summit County, Utah.

10. **Benefits Burdens and Parties.** All benefits and burdens arising under this Agreement shall run in favor of the owners of the Benefited Property and the Burdened Property, and their respective successors and assigns, and shall run with title to the Benefited Property and the Burdened Property.

11. **Governing Law; Venue.** The Parties acknowledge that this Agreement was entered into in the State of Utah. This Agreement shall be construed and governed in accordance with the laws of the State of Utah without giving effect to any choice of laws or rules thereof that may direct the application of laws of another jurisdiction. Venue for any legal action arising under this Agreement shall be in the district court in Summit County, Utah.

12. **Paragraph Headings and Severability of Terms.** The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify or be

used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof. If any provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Agreement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

13. **Enforcement.** If the owner(s) of the Burdened Property or the Benefited Property fail to perform or breach any obligation, requirement, duty or covenant contained herein, the other non-defaulting party shall have the right, at its own option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein to bring an action for specific performance in a court of competent jurisdiction.

14. **Effective Date.** The Effective Date of this Declaration shall be the date on which this Declaration is executed and recorded in the office of the Summit County Recorder.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective written Date.

DECLARANT:

VILLAGE DEVELOPMENT GROUP, INC a Utah Corporation

Matt Lowe
By: *Matt Lowe*
Its: *Manager*

State of Utah)
 :SS
County of Summit)

On this 30th day of April, 2020, personally appeared before me Matt Lowe, whose identity is personally known to me or proven on the basis of satisfactory evidence, did affirm that he is the Manager of Village Development Group, Inc., and that he executed the foregoing document on behalf of Village Development Group, Inc., for its stated purpose.

Lisa Woolsey
Notary Public

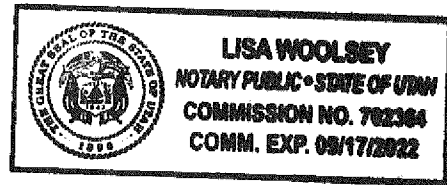


EXHIBIT A

BURDENED PROPERTY

LOTS 25, 26, 36 AND 37 OF THE SILVER CREEK VILLAGE CENTER LOT 2 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

TAX PARCELS: SCVC-2-25, SCVC-2-26, SCVC-2-36 AND SCVC-2-37

EXHIBIT B

BENEFITED PROPERTY

LOTS 82 AND 83 OF THE SILVER CREEK VILLAGE CENTER LOT 2 SUBDIVISION,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE
SUMMIT COUNTY RECORDER'S OFFICE.

TAX PARCELS: SCVC-2-82 AND SCVC-2-83

EXHIBIT C

SNOW STORAGE AREA A

AN EASEMENT LYING WITHIN, IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, SUMMIT COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 22, A FOUND STONE AND RUNNING THENCE SOUTH 89°43'02" EAST 2,057.69 FEET ALONG THE NORTHERLY LINE OF SAID SECTION 22 AND THENCE NORTH 00°16'58" EAST 995.59 FEET TO THE TRUE POINT OF BEGINNING. THENCE SOUTH 89°54'51" WEST 208.12 FEET TO A POINT ON A 725.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 78°39'28" WEST; THENCE NORTHERLY 3.06 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°14'31" (CHORD BEARS NORTH 11°27'47" WEST 3.06 FEET); THENCE NORTH 89°54' 51" EAST 208.25 FEET TO A POINT ON A 930.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 80° 58'27" WEST; THENCE SOUTHERLY 3.04 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°11'13" (CHORD BEARS SOUTH 08° 55'56" EAST 3.04 FEET) TO THE POINT OF BEGINNING.

CONTAINING 625 SQUARE FEET.

THIS EASEMENT IS CONTAINED WITHIN PARCELS SCVC-2-36 & SCVC-2-37

SNOW STORAGE AREA B

AN EASEMENT LYING WITHIN, IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, SUMMIT COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 22, A FOUND STONE AND RUNNING THENCE SOUTH 89°43'02" EAST

1,798.53 FEET ALONG THE NORTHERLY LINE OF SAID SECTION 22 AND THENCE NORTH 00°16'58" EAST 993.92 FEET TO THE TRUE POINT OF BEGINNING. THENCE SOUTH 89°54'51" WEST 206.57 FEET TO A POINT ON A 475.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 72°34'50" WEST; THENCE NORTHERLY 3.15 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°22'46" (CHORD BEARS NORTH 17°36'33" WEST 3.15 FEET); THENCE NORTH 89°54'51" EAST 206.87 FEET TO A POINT ON A 675.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 77°33'04" WEST; THENCE SOUTHERLY 3.07 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°15'38" (CHORD BEARS SOUTH 12°19'07" EAST 3.07 FEET) TO THE POINT OF BEGINNING.

CONTAINING 620 SQUARE FEET.

THIS EASEMENT IS CONTAINED WITHIN PARCELS SCVC-2-25 & SCVC-2-26

**LOTS 25,26,36 & 37 OF LOT 2
SILVER CREEK VILLAGE CENTER SUBDIVISION
SNOW STORAGE EASEMENT**

file name: SCV LOT 2 - LOTS 25-26-36-37 Snow Easement.dwg | plot date: September 20, 2019 | plotted by: bccanour
 path: C:\Users\bccanour\My Documents\Projects\03_Silver Creek Village - Lot 2\09_Survey\

