

DECLARATION OF EASEMENT AND EASEMENT MAINTENANCE AGREEMENT

THIS DECLARATION AND EASEMENT MAINTENANCE AGREEMENT, made this 24 day of Oct 2018 by and between the below signed whose address are below:

WHEREAS, the parties hereto are the title holders and/or land contract purchasers of certain real property located in the City of Clearfield, County of Davis, State of Utah, more particularly described in the CLEARFIELD JUNCTION SUBDIVISION attached hereto as Exhibit A; and

WHEREAS, it is the desire of the parties to establish a private parking lot and maintenance agreement and an easement for public and private utilities for their benefit and for the benefit; and

NOW, THEREFORE, in accordance with the terms and conditions of this Agreement and in consideration of the mutual covenants and benefits contained herein;

IT IS HEREBY COVENANTED, stipulated and agreed by and among the parties hereto as follows:

EASEMENT DECLARATION

12-930-0001 Thru 0005 E street

1. The parties hereto hereby grant, transfer, establish and declare a non-exclusive, perpetual easement for ingress and egress, improved or unimproved, and for the installation of private utilities, over and across and for the benefit of the parcels described in the attached CLEARFIELD JUNCTION SUBDIVISION, Exhibit A hereto. The easement is also to the public for purposes of emergency and other public vehicles and for whatever public utility services are necessary, but this language shall not be construed as a dedication to the public. This easement shall include a grant of easement to CLEARFIELD CITY, or its assigns for purposes of constructing, installing, maintaining, repairing, expanding, or connection to mains, laterals, appurtenances or related systems for the providing of municipal sanitary sewer services or municipal water supply.

2. The Grantors herein specifically reserve unto themselves, their respective heirs, executors, administrators, personal representatives, successors and assigns, the easement and the easement rights set forth herein in the described easement, for the benefit of the properties more particularly described in the attached CLEARFIELD JUNCTION SUBDIVISION, Exhibit A, and for any further divisions thereof including the right to use said easement and to subsequently convey said easement and easement rights with said properties and any divisions thereof.

3. The easement described in the attached CLEARFIELD JUNCTION SUBDIVISION shall run with the land and title and shall be appurtenant thereto.

4. The property described in the attached SHARED PARKING PLAN, Exhibit B, shows the areas assigned to each lot as well as the shared parking areas.

EASEMENT MAINTENANCE

5. The owner or owners of each parcel, from and after the commencement of any construction of any building or other improvement on such parcel, shall share equally with and in the cost of maintaining and/or improving the private easement.

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/30/2018 08:09 AM
FEE \$22.00 Pgs: 7
DEP RT REC'D FOR CLEARFIELD JUNCTI
ON

Such share of the cost shall be based upon the total number of parcels of improved property, each such parcel being one unit or share, and subject to the terms, conditions and definitions set forth herein.

6. Prior to any costs being incurred for normal maintenance of said easement, a simple majority of the improved parcels shall agree to such normal maintenance being performed and the cost of such maintenance. "Normal maintenance" shall include, but not be limited to snow removal, grading, re-graveling, and repair as necessary, the cost of which shall not exceed ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS per occurrence. "Simple majority" shall be determined by the total number of parcels of improved property, each such parcel having One (1) vote. Multiple improved parcels with single ownership shall have one (1) vote for each parcel, provided, however, that each such vote shall constitute a separate share or unit for purposes of the cost of maintenance. "Improved parcel" or "improved property" shall include any parcel on which construction of any building, house or other improvement has commenced.

7. Prior to any costs being incurred for major capital improvements for said easement, all of the parcels, improved or unimproved, shall agree to such capital improvement and the cost thereof "Major capital improvement" shall include, but not be limited to, grading, regrading, graveling, re-graveling paving repaving and repair the cost of which is in excess of ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS per occurrence. Each parcel shall be liable for one (1) equal share of the total cost of such improvement, such share being based on the total number of parcels having rights in said easement, each such parcel being one unit or share. "Major capital improvement" does not include the cost of the initial installation of any road or utilities.

8. Any costs incurred for normal maintenance or major capital improvements of said easement as described herein shall be a burden upon the land with a lien therefore against any parcel for which such costs have to be paid by the owner or owners of any such parcel. Any such lien shall attach upon the filing and recording of an affidavit by the owners of any two or more of the remaining parcels which are subject to and liable for such cost. Such affidavit shall set forth the description of the parcel or property against which the lien is claimed, whether the expenditure is for normal maintenance or for major capital improvement, the total amount of the expenditure, the portion attributable to such parcel or property, and the date or dates of such expenditures. A copy of such affidavit shall be sent to the owner or owners of such parcel against which the lien is claimed by regular mail, with postage prepaid, at the last known address of such owner or owners.

9. The owner or owners of each parcel shall be separately responsible to repair, and for the costs thereof, of any damage caused to the easement as a result of extraordinary use. "Extraordinary use" shall include, but not be limited to, movement of construction equipment, moving vans, commercial trucks, or other heavy loads, movement of recreational vehicles or increased usage not ordinarily consistent with normal traffic. The owner or owners of such parcel or parcels, whether improved or unimproved shall not be responsible for such repair or costs until such time as said easement is used by them or construction is commenced on such parcel. In the event that any owner or owners or their agents, employees or invitees cause the type of damage described herein shall fail to make the necessary repairs, the remaining parcel owners may do so after 10 days' notice to such owner or owners, and any costs so expended shall be a burden upon the land of such owner or owners with a lien enforceable as set forth herein.

10. The owners of any and all of the property using the road shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any of the other owners. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesman, delivery persons, and others bound to or returning from any of the properties and having a need to use the road.

11. The owner or owners of each parcel shall exclusively be entitled to and obligated equally to maintain, repair and improve the private easement area described in the easement description for ingress, egress and private and public utilities.

12. Any of the owners may call a meeting at the property site once per year to vote and agree on the required minor or major maintenance needed for the year. An escrow bank account shall be set up to pay for said maintenance or repairs. The costs of maintenance and repairs shall be billed to each owner and paid within 30 days of such bill submitted. Major repairs and maintenance shall be paid in advance of the work done. Minor maintenance and repairs shall be billed after the work is done. In the event a bill is not paid within 30 days, a lien will be placed on the property of the owner not paying. In the event of a dispute, all disputes shall be handled by binding arbitration by the American Arbitration Board and said ruling shall be entered as a judgement in the Davis County Court unless mutually agreed to otherwise.

13. The parties further acknowledge that the aforesaid covenants are deed restrictions that are to be applicable to the aforesaid described parcels and are being granted in part, to avoid future problems on said parcels that will arise if additional structures were to be constructed on portions thereof.

14. It is further agreed by the parties hereto and all future owners of any parcel of land that uses private parking lot shall pay as shown above.

This agreement and covenant runs with the land and is binding on all future owners, heirs, assigns, and successors in title.

This DECLARATION OF EASEMENT AND EASEMENT MAINTENANCE AGREEMENT shall take effect when executed by the parties.

CLEARFIELD JUNCTION LLC: _____



CLEARFIELD DEVELOPMENT RENEWAL AGENCY: _____



IN WITNESS WHEREOF, the parties have executed this agreement and covenant, on this day of
10/24, 2018

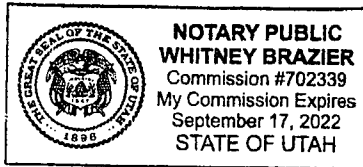
SIGNED IN THE PRESENCE OF:
Whitney Brazier

STATE OF UTAH } COUNTY OF DAVIS

On this 24 day of Oct., 20018, before me a Notary Public in and for said county,
personally appeared HUYEN NGUYEN, who to me is known to
be the same person(s) described herein, and who executed the within instrument and acknowledged
same to be his/her free act and deed.

Whitney Brazier Notary Public # 702239
County, DAVIS Acting in Ut, County My Commission Expires: DAVIS

INSTRUMENT DRAFTED BY



Whitney Brazier

IN WITNESS WHEREOF, the parties have executed this agreement and covenant, on this day of 10/24, 2018

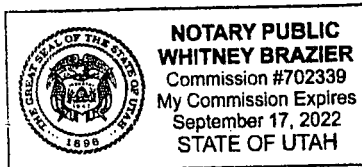
SIGNED IN THE PRESENCE OF:

STATE OF UTAH } COUNTY OF DAVIS

On this 24 day of OCT., 20018 before me a Notary Public in and for said county, personally appeared KENT BUSH, who to me is known to be the same person(s) described herein, and who executed the within instrument and acknowledged same to be his/her free act and deed.

Whitney Brazier Notary Public #702339
County, DAVIS Acting in UTAH, County My Commission Expires: DAVIS

INSTRUMENT DRAFTED BY

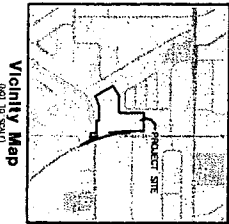


Whitney Brazier

Exhibit A

Clearfield Junction Subdivision

PART OF THE NE 1/4 OF SECTION 2, AND THE NW 1/4 OF SECTION 1, 14N., R.24W., S.18B.6M., U.S. SURVEY
CITY OF CLEARFIELD, DAVIS COUNTY, UTAH
AUGUST, 2018



Boundary Description

A portion of the original quarter of section 2, and the NW 1/4 of section 1, 14N., R.24W., S.18B.6M., U.S. Survey, more particularly described as follows: Beginning at a point on the western edge of Main Street... (Detailed boundary description text follows)

Curve Table

Curve No.	Stationing	Radius	Central Angle	Chord	Chord Bearing	Delta	Delta Stationing	Delta Length
1	1+00.00	100.00	90.00	141.42	S 45° 00' 00" W	90.00	1+90.00	141.42
2	1+90.00	100.00	90.00	141.42	S 45° 00' 00" W	90.00	2+80.00	141.42
3	2+80.00	100.00	90.00	141.42	S 45° 00' 00" W	90.00	3+70.00	141.42

Line Table

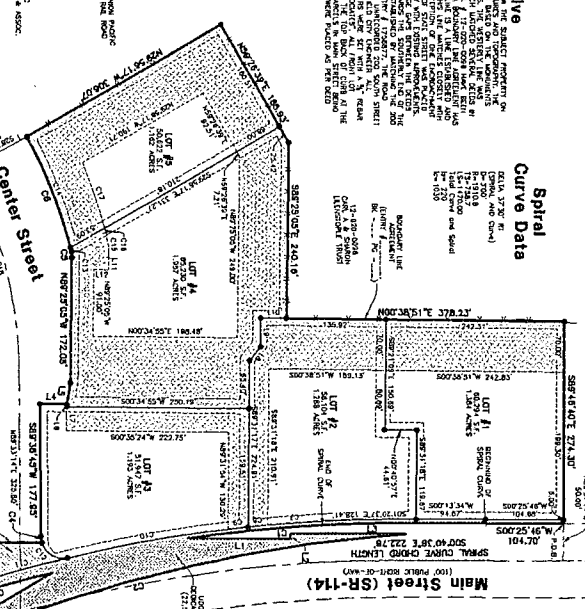
Line No.	Stationing	Length	Bearing	Delta Stationing
1	0+00.00	100.00	S 45° 00' 00" W	100.00
2	100.00	100.00	S 45° 00' 00" W	200.00
3	200.00	100.00	S 45° 00' 00" W	300.00

Legend

- City Boundary
- - - - - Easement
- - - - - Right of Way
- - - - - Easement
- - - - - Utility
- - - - - Other

Scale of Bearings

The bearings shown on this plan are true bearings. The magnetic bearing in 2018 is 11.5 degrees less than the true bearing.



Narrative

The purpose of this survey is to show the exact location of the boundaries of the subdivision. The survey was conducted on August 1, 2018, and the results are shown on this plan. The survey was conducted by the undersigned, a Professional Engineer and Land Surveyor, and the results are shown on this plan.

Spiral Curve Data

Stationing	Length	Bearing
1+00.00	100.00	S 45° 00' 00" W
2+00.00	100.00	S 45° 00' 00" W
3+00.00	100.00	S 45° 00' 00" W

CLEARFIELD CITY PLANNING COMMISSION
APPROVED THIS _____ DAY OF _____
BY THE CLEARFIELD CITY PLANNING COMMISSION.

CLEARFIELD CITY COUNCIL
PRESENTED TO THE CLEARFIELD CITY COUNCIL
THIS _____ DAY OF _____
AND ACCEPTED.

CLEARFIELD CITY ATTORNEY
APPROVED THIS _____ DAY OF _____
BY _____

CLEARFIELD CITY ENGINEER
I HEREBY CERTIFY THAT THIS OFFICE HAS
EXAMINED THIS PLAN AND IT IS CORRECT IN
ALL RESPECTS WITHIN THE LIMITS OF THIS
OFFICE.

Reve & Associates, Inc.
Professional Engineer and Land Surveyor
2500 East 7000 South, Suite 100, Clearfield, UT 84005
Phone: 435-467-1234
Fax: 435-467-1234
www.reveandassociates.com

OWNER'S DECLARATION AND CERTIFICATION
I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF UTAH AND THAT I AM THE REGISTERED OWNER OF THE PROJECT AND THAT I HAVE CONDUCTED THE SURVEY AND THAT THE RESULTS OF THE SURVEY ARE SHOWN ON THIS PLAN.

ACKNOWLEDGEMENT
STATE OF UTAH _____
COUNTY OF _____
I, _____, DO HEREBY CERTIFY THAT I AM THE REGISTERED OWNER OF THE PROJECT AND THAT I HAVE CONDUCTED THE SURVEY AND THAT THE RESULTS OF THE SURVEY ARE SHOWN ON THIS PLAN.

COMMISSION ENGINEER
NAME PUBLIC _____
COUNTY OF _____
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAN AND IT IS CORRECT IN ALL RESPECTS WITHIN THE LIMITS OF THIS OFFICE.

PROJECT INFORMATION
PROJECT NO. _____
OWNER'S NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

DATE OF SURVEY _____
DATE OF PLAN _____
DATE OF RECORDING _____

RECORDED FOR
BY _____
DATE _____

SHARED PARKING PLAN

3131114
BK 7150 PG 29

