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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
12/01/2017 11:44 AM  
FEE \$20.00 Pgs: 6  
DEP RT REC'D FOR QQ UTAH 3 LLC

RECORDING REQUESTED BY:  
QQ Utah 3, LLC

AND WHEN RECORDED MAIL TO  
QQ Utah 3, LLC  
C/O Dallas Hakes  
492 W. 1200 N.  
Springville, UT 84663

**RETURNED**  
**DEC 01 2017**

**RECIPROCAL EASEMENT AGREEMENT**

*02-095-0108, 02-107-0000*

**THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement")** is made to be effective as of the date of November 21, 2017, by and between QQ Utah 3, LLC, hereinafter referred to as "QQ" and Helen Ann Nichols, as Trustee of the Helen Ann Nichols Trust, hereinafter referred to as "DQ".

**WHEREAS**, "QQ" is the owner of that certain parcel of land designated as the "North Half of the Shared Access" and being legally described on **Exhibit A**, a copy of which is attached hereto and by reference is made a part hereof.

**WHEREAS**, "DQ" is the owner of that certain parcel of land designated as the "South Half of the Shared Access" and being legally described on **Exhibit B**, a copy of which is attached hereto and by reference is made a part hereof.

**WHEREAS**, "QQ" and "DQ" desire to enter into the agreements contained herein related to the "North Half of the Shared Access" and "South Half of the Shared Access" (collectively, the "**Properties**");

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged QQ Utah 3, LLC, and Helen Ann Nichols Trust, (individually referred to as a "**Party**", collectively the "**Parties**") hereby agree as follows:

- 1. Easement.** Each Party hereby grants to the other Party, for the reciprocal benefit of the Properties and running therewith, a non-exclusive access easement (the "**Easement**") for vehicular access, ingress and egress on, over and across all property located upon the Properties, and pedestrian access, ingress and egress on, over and across all Sidewalks located upon the Properties, so as to permit the free flow of pedestrian and vehicular traffic to, from and between the Properties and entrances and exits thereto and parking vehicles of the Parties, their tenants, licensees, customers, invitees, and employees on each and every portion of the parcels now designated for parking or hereafter improved by any party from time to time for the parking accommodation of vehicles. As used herein, "**Driveways**" means all driveways, roadways, entryways, drive isles and drive lanes and other vehicular access ways located upon the Properties, and all entrances and exits thereto, thereon and therefrom, and "**Sidewalks**" means all sidewalks, walkways and other pedestrian access ways located upon the Properties, and all entrances and exits thereto, thereon and therefrom; as the same may be replaced, relocated or otherwise modified from time to time. The Driveways and Sidewalks are collectively referred to herein as the "**Access Ways**."
- 2. Nature of Easement.** The Easement herein created shall be non-exclusive, perpetual in duration, shall burden, benefit and run with the Properties, and shall bind and benefit all current and subsequent owners of the Properties. Nothing contained herein shall be construed as restricting or prohibiting either Party from granting or dedicating any additional easement rights over the Easement areas on its Property or using the ground below and/or the air space above the same for any purpose, provided that the same does not materially interfere with the use of the Easement as described herein.
- 3. Modifications to Access Ways.** Except as provided below, the owners of the Properties shall have the right at any time and from time to time to make changes, modifications and alterations to the Access Ways on their respective Properties, without obtaining the consent or approval of the Party, provided that in so doing the overall usefulness and function of the Easement shall not be unreasonably impaired. At no time shall the free flow of traffic over the Access Ways be obstructed or interfered with, except to

the extent reasonably necessary for repairs, maintenance and to keep the general public from acquiring any rights therein in the reasonable opinion of the owner thereof; provided that in conjunction with any such obstruction, the Party causing the same shall make all reasonable efforts to minimize unreasonable interference with the access rights created hereunder.

4. **Benefit of Agreement.** The provisions of this Agreement are for the exclusive benefit of the Parties, their successors, assigns, heirs, representatives, agents, licensees, invitees, tenants and customers. Except as otherwise provided herein, this Agreement shall not be deemed to have conferred any rights, express or implied, upon any third person. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Properties to the general public, for the general public or for any public use or purpose whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein for the development, maintenance and operation of private development on private property solely for the benefit of the persons specified herein. Individuals signing this Agreement covenant they are duly and lawfully authorized to bind the entity, organization, and or trust, they sign on behalf of.
5. **Maintenance.** The Parties hereto agree to jointly maintain said Properties in a condition which is conducive to handling vehicular traffic over and across said property, each Party shall be jointly responsible for snow removal, repair, grading, paving or other general maintenance on said Properties.
6. **Covenants Run with the Land.** The covenants, easements, agreements, promises and duties set forth herein shall be construed as covenants and not as conditions and, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the Parties and the Properties and constitute mutual, equitable servitudes as between the Properties, each as both a servient tenement and a dominant tenement.
7. **Governing Laws.** This Agreement shall be governed by, and enforced in accordance with the Laws of the State of Utah.
8. **Litigation Expenses.** If any Party shall bring an action or proceeding (including, without limitation, any cross-complaint, counterclaim or third party claim) against another Party by reason of the breach or alleged violation of any covenant, term or obligation of this Agreement, or otherwise arising out of this Agreement, the Prevailing Person (as defined below) in such action or proceedings shall be entitled to its costs and expenses of suit including, without limitation, reasonable attorneys' fees and disbursements, which shall be payable by the other Party whether or not such action is prosecuted to judgment. "**Prevailing Person**" within the meaning of this Section shall include, without limitation, a person who, in an adversarial proceeding, is awarded damages or other relief substantially equal to the relief sought by such person, or who successfully defends such proceeding, or who dismisses an action for recovery under this Agreement in exchange for payment of the sums allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action. If any Party is required to initiate or defend any action or proceeding with a third party (including, without limitation, any cross-complaint, counterclaim or third-party claim) because of another Party's breach of this Agreement, or otherwise arising out of this Agreement, and such Party is the Prevailing Person in such action or proceeding, then such Prevailing Person shall be entitled to reasonable attorneys' fees and disbursements from such other Party. Attorneys' fees under this Agreement shall also include, without limitation, attorneys' fees on any appeal. In addition, the Prevailing Person shall be entitled to all other reasonable costs and expenses incurred in connection with such action.
9. **Severability.** Invalidation of any of the provisions contained herein, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions of this Agreement or the application thereof to any other person or circumstances and the remainder of this Agreement shall remain in effect, provided that if such invalidation would render the remaining portions of this Agreement ineffective to carry out the material intentions of the Parties as expressed or implied by this Agreement, then the invalid provisions hereof shall be construed, and this Agreement shall be deemed amended, as if such provision were replaced with an enforceable provision which effectuates, as nearly as possible, the material intentions indicated herein.

10. **Entire Agreement.** This Agreement contains the entire agreement with respect to the subject matter of this Agreement as of the date hereof Any prior correspondence, inducements, representations, memoranda or agreements are superseded in total by and integrated into this Agreement. This Agreement may be executed in counterparts.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement as of the day and year first above written.

QQ-UTAH 3, LLC

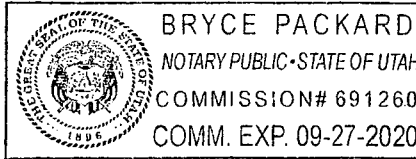
BY:   
DALLAS HAKES, MEMBER/MANAGER

HELEN ANN NICHOLS TRUST

BY:   
HELEN ANN NICHOLS, TRUSTEE

NOTARY ACKNOWLEDGMENT

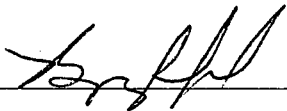
STATE OF UTAH )  
COUNTY OF UTAH )



On November 29, 2017 before me, Bryce Packard a Notary Public, personally appeared Dallas Hakes who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

NOTARY ACKNOWLEDGMENT

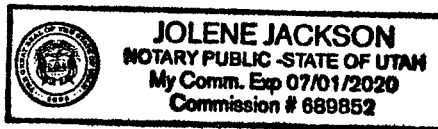
STATE OF UTAH )  
COUNTY OF DAVIS )

On November 22, 2017 before me, Jolene Jackson a Notary Public, personally appeared Helen Ann Nichols who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



QQ Utah 3, LLC

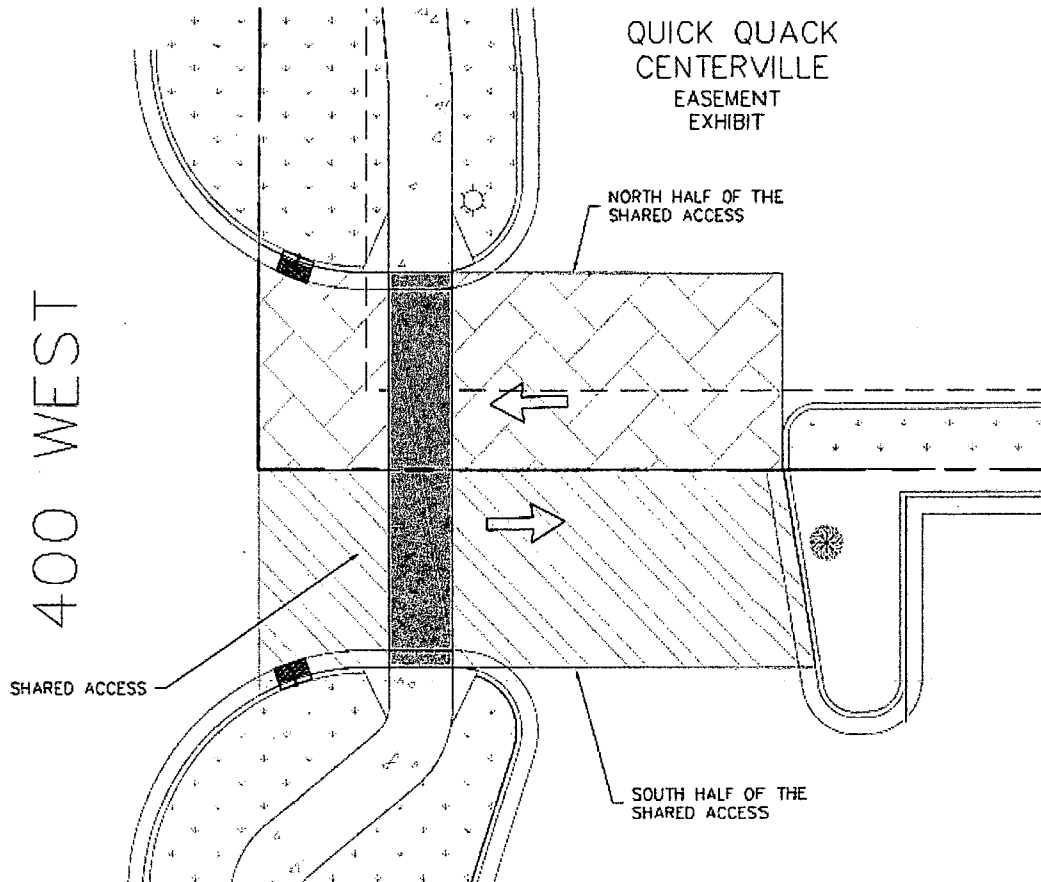
**EXHIBIT A**

**North Half of the Shared Access Description**

A parcel land located in Lot 1, Block "B", Big Creek Plat, Centerville Townsite Survey also located in Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian, being further described as follows:

Beginning at the Northwest Corner of Lot 1 of the Parrish Park Subdivision, said point being North 89°57'24" West 1789.88 feet along the monument Line of Parrish Lane(400 North) and North 0°08'22" East 199 feet from the Centerline Monument at the intersection of Parrish Lane(400 North) and Main Street;  
Thence North 0°08'22" East 20.15 feet;  
Thence 10.45 feet along the arc of a 20 foot radius curve to the Left thru a central angle of 29°56'26" (Chord bears South 74°53'26" East 10.33 feet);  
Thence South 89°51'38" East 38.67 feet;  
Thence South 17.22 feet;  
Thence South 9°21'46" East 0.18 feet;  
Thence North 89°57'24" West 48.72 feet to the Point of Beginning.

Containing 0.0197 Acres or 857 square feet, more or less.



Helen Ann Nichols Trust

**EXHIBIT B**

**South Half of the Shared Access Description**

A parcel land located in Lot 1, Block "B", Big Creek Plat, Centerville Townsite Survey also located in Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian, being further described as follows:

Beginning at the Northwest Corner of Lot 1 of the Parrish Park Subdivision, said point being North 89°57'24" West 1789.88 feet along the monument Line of Parrish Lane (400 North) and North 0°08'22" East 199 feet from the Centerline Monument at the intersection of Parrish Lane(400 North) and Main Street;  
Thence South 89°57'24" East 48.72 feet;  
Thence South 9°21'46" East 17.83 feet;  
Thence North 89°51'38" West 41.97 feet;  
Thence 10.21 feet along the arc of a 21 foot radius curve to the Left thru a central angle of 27°51'44" (Chord bears South 75°12'44" West 10.11 feet);  
Thence North 0°21'21" East 20.11 feet to the Point of Beginning.

Containing 0.0204 Acres or 889 square feet, more or less.

