

AFTER RECORDING RETURN TO:
DEXTER L. BELL
1950 SOUTH 200 WEST, #1
BOUNTIFUL, UTAH 84010

* 00-0048-2366, 2367, 2368, 2369, 2370

06-QUAIL2-0216, 0217, 0218, 0219, 0220

TOWNHOUSE COVENANT FOR EASEMENT AND MAINTENANCE AGREEMENT

RECITALS

A. SHERIDAN HOLDINGS, LLC, a Utah limited liability company, ("Declarant"), is the record owner of five lots legally described in Section 1 below ("the "Lots").

B. Declarant has recorded a Plat of Quail Hollow Phase II Subdivision, in Morgan, Utah, in which Declarant intends to build five attached townhouse structures in-line on the Lots, ("Living Units").

C. The Lots may have shared or common use building elements and utilities that cross property lines, and that may also penetrate common walls, including without limitation electrical lines, television cable and telephone lines, plumbing lines or fixtures, mechanical ducting, schedule 40 steel gas pipe, and electric service conductors including without limitation feeders ("Elements"). Such Elements will need to be maintained by the current and future owners of the Lots.

D. Declarant desires to clarify responsibilities regarding the easement for and maintenance of the Elements and to enter into an agreement to create a "Covenant for Future Easement and Maintenance Agreement Effective Upon Date of Sale" (hereinafter "Agreement") for the Elements and to establish rules and regulations to govern the use, maintenance and repair of the Elements and the easement.

E. Declarant agrees to record this Agreement for each Lot in order to provide record notice of the terms of this Agreement, and to bind subsequent transferees of the Lots to the terms of this Agreement.

In consideration of the promises in this Agreement, NOW, THEREFORE, the Declarant agrees as follows:

AGREEMENT

1. LEGAL DESCRIPTIONS. The legal description of the Lots is as follows.

Lots 216, 217, 218, 219, and 220, Quail Hollow Phase II P.R.U.D. according to the Plat and Declaration thereof, recorded on the official records of the County Recorder of Morgan County, Utah.

For information purposes only, the addresses of the Lots are as follows.

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.

The address of Lot 216 is 885 East Ruby Drive, Morgan City, Utah 84050.
The address of Lot 217 is 883 East Ruby Drive, Morgan City, Utah 84050.
The address of Lot 218 is 879 East Ruby Drive, Morgan City, Utah 84050.
The address of Lot 219 is 875 East Ruby Drive, Morgan City, Utah 84050.
The address of Lot 220 is 873 East Ruby Drive, Morgan City, Utah 84050.

2. CREATION OF COVENANT FOR EASEMENT AND MAINTENANCE AGREEMENT FOR SHARED OR COMMON ELEMENTS. Declarant conveys the rights to the Elements under this Agreement to each of the successors in interest to the owners of the Lots. Declarant, and Declarant's successors and assigns, covenant that the Lots shall be subject to the terms of this Agreement and each Lot shall immediately be burdened with a non-exclusive easement for the Elements benefiting the other Lots at such time as Declarant or subsequent owners or assigns transfer ownership of such Lot with the effect that the Lots are no longer under common ownership. Such easement shall be that the owner of each of the Lots grants to the owners of the other Lots the right to penetrate and pass through with Elements, at grade, below grade or above grade, the exterior walls, common walls and attic space of the Living Units on the Lots, provided that such passage shall be otherwise in compliance with the IRC (International Residential Code) or any successor or otherwise applicable building code.
3. TERM AND BINDING EFFECT. This Agreement shall be effective as of the date of the signature(s) below and shall continue in perpetuity. All terms and provisions herein are intended to and shall be covenants running with the land and shall be binding on Declarant, Declarant's heirs, executors, administrators, successors, and assigns and all current and future owners of the Lots and all persons claiming title, possession, or ownership of or to the Lots.
4. PURPOSE OF THE AGREEMENT. The purpose of this Agreement is to provide for a covenant that will create an easement in perpetuity for the Elements on the Lots, benefiting each of the Lots, and to address the repair, upkeep, and replacement of and access to, the Elements.
5. RELATIONSHIP TO OTHER EASEMENTS OR ENCUMBRANCES. The future easement is granted subject to all prior easements or encumbrances of record.
6. ACCEPTANCE OF TERMS-DEED. By acceptance of the conveyance of their Lot, future owners of the Lots become parties to and are bound by this Agreement whether or not expressly stated in any conveyance.
7. MAINTENANCE AND REPAIR OF THE ELEMENTS AND THE EASEMENT. Declarant and Declarant's successors in interest agree to maintain the Elements in good condition and repair.
8. PROPORTIONATE COST SHARING. The cost of reasonable repair and maintenance of Elements shall be shared by the Lot owners who make use of the Elements in proportion to such use. If a property owner disturbs any of the Elements in any way, such owner shall bear the full cost and responsibility of returning such Elements to the conditions they were in prior to such disturbance.
9. RIGHT OF ACCESS FOR REPAIRS. Lot owners repairing or reconstructing an Element shall have the right to access over the other Lots to the extent reasonably necessary to affect the repair or construction, with 48 hours notice, except that no notice shall be required in case of an emergency.

Lot owners will return the Element(s) to the same condition it was in prior to the repair or maintenance. All maintenance and repairs shall be completed within a reasonable period of time.

10. USE OF EASEMENT BY OWNERS OF PROPERTY. Declarant and Declarant's successors and assigns shall be allowed access to the easement and use of the easement so long as such use does not interfere with the use of the easement for its intended purpose or obstruct any portion of the easement. Declarant shall not place or allow any obstructions to be placed within the easement that would in any way interfere with the use of the easement for its intended purpose.

11. CONSIDERATION AND PURPOSE. Part of the consideration for the execution of this Agreement is to provide for compliance with Utah Code Section Title 15A-3-202 which amends by addition an applicable section of the IRC, Section 302.2. Such Utah Code subsection provides that where townhouses are separated by real property lines, an easement and maintenance agreement must be created and signed by the affected property owners in order for certain Elements that cross such real property lines to permissibly pass through a common wall.

12. UTAH LAW AND FORUM. This Agreement shall be construed according to the laws of the State of Utah even if Utah's choice of law rules otherwise would require application of the law of a different jurisdiction. Any litigation arising under or regarding this Agreement shall occur, if in the state courts, in the Second Judicial District Court of Utah having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Utah, Northern Division. Any arbitration or other form of alternative dispute resolution arising out of this Agreement shall take place in an appropriate forum within Morgan County or Davis County, Utah.

13. SEVERABILITY. Each provision of this Agreement shall be independent and severable. The invalidity or partial invalidity of any provision thereof shall not affect any of the remaining portions of that or any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

DECLARANT:
SHERIDAN HOLDINGS, LLC

By: Tyrell J. Wall
Manager

Signature: [Handwritten Signature]

Date: 7/28/2021

NOTARIZATION

State of Utah _____)
County of DAVIS _____)

On the 28th day of JULY, 2021, TYRELL J. WALL personally appeared before me, and he duly acknowledged to me that he executed the foregoing instrument, and that he executed it on behalf of Sheridan Holdings, LLC.

[Handwritten Signature]
Signature of Notary Public

Notary Public for the State of Utah My commission expires: 03-08-2022

