

WHEN RECORDED RETURN TO:

13973986 B: 11350 P: 5606 Total Pages: 9
06/23/2022 09:36 AM By: slang Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

Ryan R. Tesch
Ivory Homes, Ltd.
978 East Woodoak Lane
Salt Lake City,
Utah 84117

22-03-253-048
22-03-253-049

**DECLARATION OF RECIPROCAL
EASEMENT AGREEMENT**

This Declaration of Reciprocal Easement ("Easement Agreement") is executed by IVORY HOMES, LTD., of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the "**Declarant**")

RECITALS

A. Declarant is the owner of that certain real property located in Salt Lake County, Utah and described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference (the "**Property**").

B. This document affects Lots 2 and 3 in the Butternut Estates Subdivision (each a "**Lot**" and collectively "**Lots**")

C. Declarant desires to execute this Easement Agreement to create easements and provide reciprocal use of a portion of each of the Lots. The portion of Lot 2 which shall be dedicated to the control, occupation, and use of the owner of record of Lot 3 shall be in the location described with particularity on Exhibit "B" (the "**Easement B**"). The portion of Lot 3 which shall be dedicated to the control, occupation, and use of the owner of record of Lot 2 shall be in the location described with particularity on Exhibit "C" (the "**Easement A**").

D. Easement A and Easement B are depicted on are Exhibit "D". All Exhibits attached hereto are incorporated herein by this reference.

AGREEMENT

NOW THEREFORE, for the reasons recited above and based upon the promises and covenants set forth below, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Declarant and any and all future owners, grantees, assigns, or successors in interest in and to the Property (each an "**Owner**" and collectively the "**Owners**") shall be subject to and bound by following terms and provisions with regard to the Property:

1. Declarant's Property Subject to the Easements. Declarant hereby declares that the Declarant's Property shall be held, sold, conveyed, transferred, constructed, operated, maintained, leased, and occupied subject to or as applicable, together with, the easements and other obligations set forth herein. Further, in the event of any sale, conveyance, or transfer of the Declarant's Property to a third party, no further actions or agreements shall be necessary to effectuate such Easement and said Easement shall remain effective against and for the Declarant's Property in perpetuity.

2. Grant of Easement. Declarant grants, declares, and covenants that Easement A and Easement B shall hereinafter be appurtenant to the Property and that Lots 2 and 3 of the Subdivision shall be benefited and burdened by a perpetual, exclusive easement for, over, and across such portions of each of the respective Lots as are included in the Easements. Easement B shall benefit the owner of record of Lot 3, who shall have the exclusive right to control and occupy the portion of the Property burdened by Easement B. Easement A shall benefit the owner of record of Lot 2, who shall have the exclusive right to control and occupy the portion of the Property burdened by Easement A.

3. Maintenance. The owners of each Lot shall have the responsibility to maintain the Easement area benefitting each owner's Lot in good condition.

4. Easements Appurtenant. Each and all of the Easements and rights granted or created herein are appurtenant to the affected portions of the entire Lot and none of the easements and rights may be transferred, assigned, or encumbered, except as an appurtenance to such Lot. For the purposes of such easements and rights, the entire Lot which is benefited by such easements shall constitute the dominant estate and the particular areas of the entire Lot which are burdened by such easements and rights shall constitute the servient estate.

5. Nature and Effect of Easements. Each and all of the Easements, restrictions and covenants, and provisions contained in this Declaration: (a) are made for the direct, mutual, and reciprocal benefit of the respective Lots; (b) create mutual equitable servitudes upon each Lot in favor of the other; (c) constitute covenants running with the land; (d) shall bind every person or entity that may have, or acquire any fee, leasehold or other interest in any portion of the Property at any time or from time to time to the extent that such interest is affected or bound by the easement, covenant, restriction or provision or to the extent that such easement, covenant, restriction, or provision is to be performed by such person.

6. Taxes. The owner of each Lot shall pay or cause to be paid all real estate taxes and special assessments which are levied against the owner's respective Lot prior to delinquency of such taxes or special assessments.

7. No Third Party Enforcement. It is the intent of this Declaration that only the parties hereto or their successors or assigns in title shall be entitled to enforce or bring an action to enforce the terms hereof and no tenant, occupant or other third party

is an intended beneficiary hereof, and any benefits flowing to such persons are merely incidental.

8. Duration. The easements, covenants, restrictions and other provisions of this Declaration shall become effective upon the recording of this Declaration in the Office of the Salt Lake County Recorder and shall continue in perpetuity.

9. No Public Dedication. Nothing contained in this Declaration shall, constitute a gift or dedication of any portion of any Lot to the general public or for any public purpose whatsoever.

10. Waiver. No waiver of any breach of any of the terms hereof shall be construed or constitute a waiver of any other breach or acquiescence in or consent to any further or succeeding breach of the same or other covenant or term of this Declaration.

11. Enforcement and Severability. If any term or provision hereof shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Declaration shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by the law.

12. No Merger. It is the express intent of Declarant that this Declaration remain in full force and effect and that the Easements herein granted not be deemed to have merged with any other estate now held or which may in the future be held by Declarant or its successor-in-interest, notwithstanding the fact that Declarant is the owner of all of the Declarant's Property and may presently or may in the future have the sole right to possess or sell and divest itself of all of the Declarant's Property.

13. Governing Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah.

14. Entire Agreement. This Declaration contains all of the agreements of the undersigned with respect to matters covered or mentioned herein and no prior agreement, letters, representations, warranties, promises, or understandings pertaining to any such matters shall be effective for any such purpose.

[Signature on following page]

IN WITNESS WHEREOF, the Declarant has executed this instrument the ____ day of June, 2022

DECLARANT: **IVORY HOMES, LTD.**

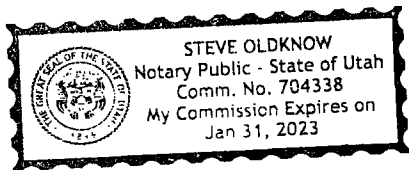


Ryan R. Tesch, CFO

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 6/27 day of 2022 by Ryan R. Tesch the CFO of Ivory Homes, Ltd, a Utah limited partnership, and Ryan R. Tesch duly acknowledged to me that said Company executed the same.





Notary Public

EXHIBIT "A"

DESCRIPTION

Butternut Estates Lots 2 and 3

All of Lot 2 of Butternut Estates as recorded in the office of the Salt Lake County Recorder.

All of Lot 3 of Butternut Estates as recorded in the office of the Salt Lake County Recorder.

EXHIBIT "B"

LEGAL DESCRIPTION

EASEMENT B

BEGINNING AT A POINT AT THE SOUTHEAST CORNER OF LOT 2 BUTTERNUT ESTATES AS RECORDED IN BOOK 2021P, PAGE 5 AT THE SALT LAKE COUNTY RECORDER'S OFFICE; AND RUNNING THENCE ALONG THE EAST LINE OF SAID LOT 3, S26°54'00"E 3.95 FEET; THENCE S60°30'00"W 23.15 FEET TO THE EAST EDGE OF AN EXISTING CONCRETE PAD; THENCE ALONG SAID EXISTING EAST EDGE N29°39'01"W 3.90 FEET TO THE FACE OF AN EXISTING GARAGE; THENCE ALONG SAID FACE OF EXISTING GARAGE, N60°20'59"E 18.72 FEET TO THE CORNER OF THE EXISTING GARAGE; THENCE N60°30'00"E 4.62 FEET TO THE POINT OF BEGINNING.

CONTAINS 91.26 SQFT

EXHIBIT "C"

**LEGAL DESCRIPTION
EASEMENT A**

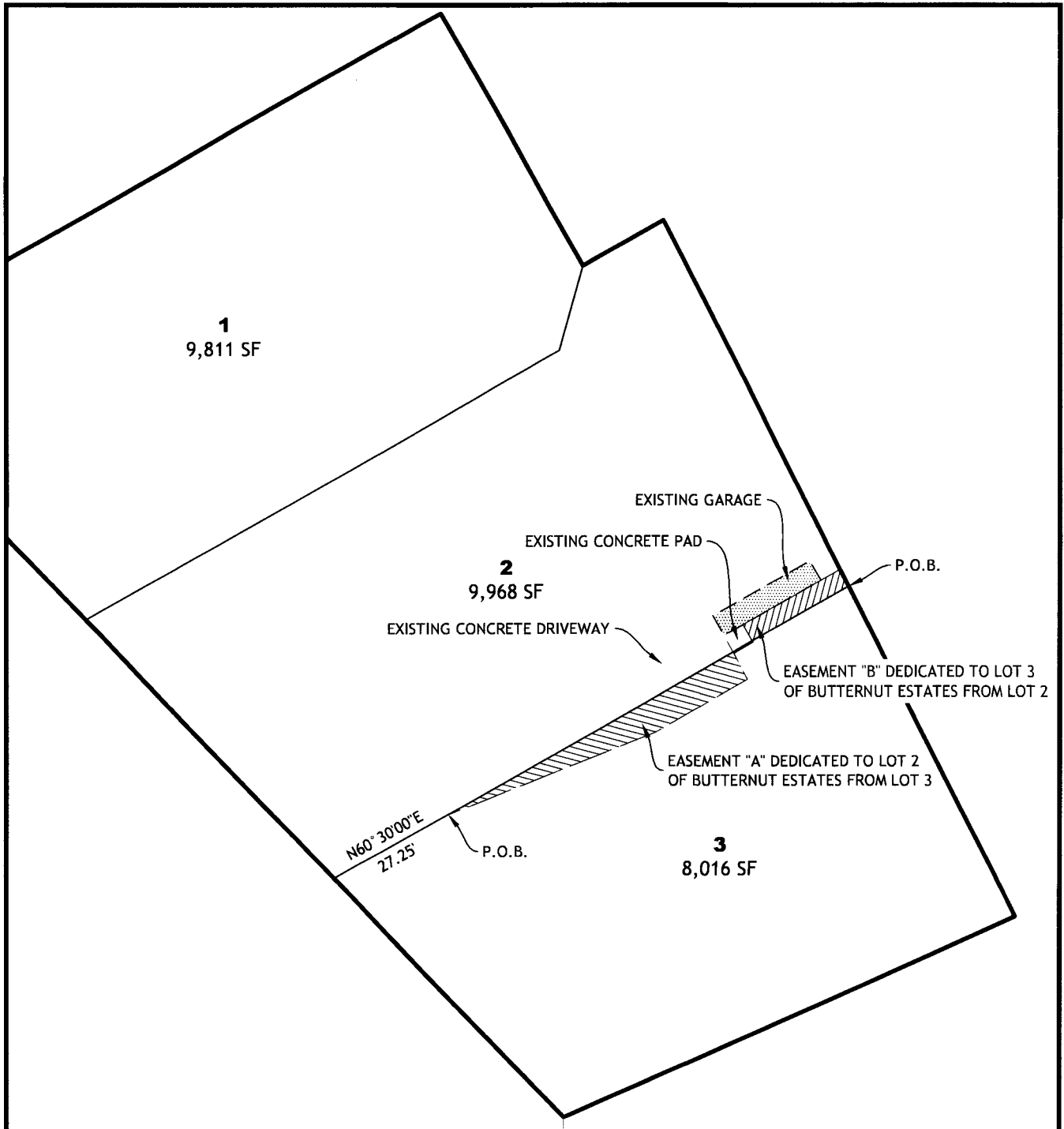
BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 2 OF BUTTERNUT ESTATES AS RECORDED IN BOOK 2021P, PAGE 5 AT THE SALT LAKE COUNTY RECORDER'S OFFICE SAID POINT BEING N60°30'00"E 27.25 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 2; AND RUNNING THENCE ALONG THE SOUTH LINE OF SAID LOT 2, N60°30'00"E 72.50 FEET; THENCE S29°39'01"E 0.35 FEET TO THE EAST EDGE OF AN EXISTING CONCRETE PAD; THENCE ALONG SAID EXISTING CONCRETE PAD, S60°30'00"W 4.55 FEET; THENCE S28°27'55"E 5.92 FEET; THENCE S60°27'47"W 22.09 FEET; THENCE S68°18'58"W 46.19 FEET TO THE POINT OF BEGINNING.

CONTAINS 284.22 SQFT

EXHIBIT "D"

**DEPICTION OF LOTS AND
EASEMENTS**

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SCALE: 1" = 30'



BUTTERNUT ESTATES

EASEMENTS

DATE:

03/21/2022

FIGURE:

OVERALL