

WHEN RECORDED RETURN TO:

Ivory Homes, LTD
978 East Woodoak Lane Salt
Lake City, Utah 84117
(801) 747-7000

22-27-330-041

22-27-330-042

DECLARATION VACATING EASEMENT OBLIGATIONS

This Declaration Vacating Easement Obligations ("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 104 and 105 in the Butler Hills View Subdivision (each a "**Lot**" and collectively "**Lots**").

C. The recorded plat for the Butler Hills View Subdivision created an easement access Lot 105 for access to Lot 104 ("**Access Easement**").

D. At that time, it was anticipated that Lot 105 would also utilize the Access Easement.

E. However, due to a change in the orientation of the home on Lot 105, the owner of Lot 105 will no longer use the Access Easement area.

F. The Declarant now desires to vacate all maintenance obligations previously allocated to the owner of Lot 105.

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 the following terms and provisions with regard to the Property:

1. Current Maintenance Obligations. Note 3 of the Plat for Butler Hills View Subdivision recorded April 25, 2023 on Book 2023P Page 085 states as follows:

Each and every owner of any interest in the access easement shall be jointly and severally responsible for the maintenance and repairs to the access roadway. The City shall have not responsibility of liability for the maintenance of or repair to any private access easement. Each private access easement shall be maintained in a manner which allows easy access and passage of emergency vehicles throughout the entire length of the roadway.

2. Vacation of Maintenance Obligations. Declarant hereby declares that the owner of Lot 105 shall not be responsible for any maintenance of or repairs to the roadway.

3. Restriction on Use. The owner of Lot 105 shall not utilize the Access Easement and shall not take any action, or allow its guests to take any action, that would impair or impede the owner of Lot 104's ability to utilize the Access Easement.

4. Taxes. The owners of 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.


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

11. 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 Association has executed this instrument the 3RD day of SEPTEMBER, 2024

DECLARANT: **IVORY HOMES, LTD**

BY 
Ryan Tesch

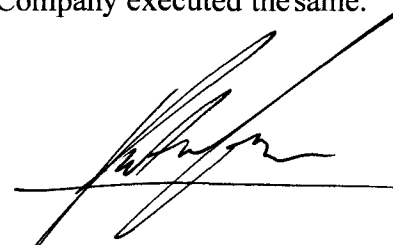
DATE 9/3/2024

IT'S CFO

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 3RD day, SEPTEMBER of 2024 by Ryan Tesch, the CFO of Ivory Homes, LTD, and said Ryan Tesch duly acknowledged to me that said Company executed the same.



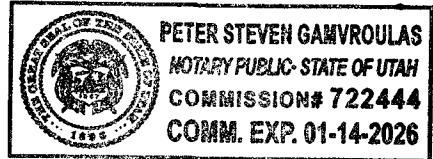


EXHIBIT "A"

LEGAL DESCRIPTION

Butler Hills View Lots 104 and 105

LEGAL DESCRIPTION:

Lots 104 and 105 of the Butler Hills View Subdivision Recorded in the Salt Lake County Recorder's Office as Entry #14097893 on April 25th, 2023.