

Ivory Ridge Office, LLC
3340 N Center St.
Lehi Utah 84043

ENT 6658:2024 PG 1 of 9
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Feb 02 09:39 AM FEE 40.00 BY TM
RECORDED FOR Cottonwood Title Insurance
ELECTRONICALLY RECORDED

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (the "Agreement") is being executed as of January 15, 2024, by and between IVORY RIDGE MASTER PROPERTY OWNERS ASSOCIATION ("HOA"), and IVORY RIDGE OFFICE, LLC ("IVORY"). HOA and Ivory may be referred to collectively as the "Parties" or individually as a "Party."

RECITALS:

- A. HOA is the owner of that certain real property legally described on Exhibit "A" attached hereto (the "HOA Parcel").
- B. Ivory is the owner of certain property adjoining the HOA Parcel more particularly described on Exhibit "B" attached hereto (the "Ivory Parcel").
- C. Ivory and HOA desire to grant to each other a reciprocal easement on designated portions of the HOA Parcel and the Ivory Parcel detailed on Exhibit C (the "Easement Parcel") for the limited purposes of parking and access, ingress and egress for vehicular and pedestrian traffic.
- D. The parties are willing to grant each other the desired easement, subject to the terms and conditions set forth in this Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Easement. Subject to the terms and conditions set forth herein, the Parties hereby grant each other a reciprocal, non-exclusive easement, subject to the terms and conditions set forth in this Agreement, for the purpose of access, ingress and egress for vehicular and pedestrian traffic over and across the Easement Parcel and parking on the Easement Parcel ("Easement").
2. Reservation. Each Party hereby reserves the right to use their property for any use not inconsistent with the Easement.
3. Public Dedication. The provisions of this Agreement will not constitute nor be construed as a dedication for public use, and the rights and easements granted herein are private and solely for the benefit of the Parties.
4. Compliance with Laws. Each Party will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules,

regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

5. Liens. Each Party shall keep the other's property free from any liens arising out of any work performed, materials furnished, or obligations incurred.

6. Taxes and Assessments. Each Party hereto covenants to pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency against property it owns.

7. Repair and Maintenance. Each Party hereto covenants to maintain and repair the property it owns.

8. Captions. Captions and paragraph headings used in this Agreement are for convenience of reference only, will not be deemed to define, limit or alter any provision of this Agreement, and will not be deemed relevant in construing this Agreement.

9. Binding Effect. This Agreement inures to the benefit of and is binding on the parties and their respective heirs, legal representatives, successors (including successors-in-title to all or any portion of the Grantee Parcel and Easement Parcel) and assigns, will be appurtenant to such parcels, and will run with the land.

8. Integration/Amendments. This Agreement sets forth all of the agreements between the Parties with respect to the Landlord Property and the Premises. Any previous agreement between the parties regarding the Premises is null and void. This Agreement may not be amended or modified by any act or conduct of the Parties or by oral agreement, unless reduced to a writing signed by both Parties.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to its conflict of laws principles.

[signatures on following page]

HOA:

IVORY RIDGE MASTER PROPERTY OWNERS ASSOCIATION

Christopher P. Gamvroulas
By: Christopher P. Gamvroulas, Manager

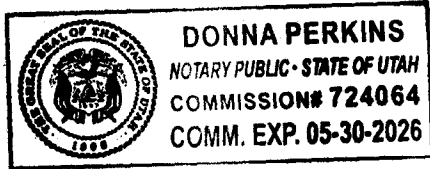
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 15 day of January, 2024 by Christopher Gamvroulas, the authorized agent of Ivory Ridge Master Property Owners Association.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Donna Perkins
NOTARY PUBLIC

My Commission Expires: 5-30-2026



IVORY:

IVORY RIDGE OFFICE, LLC

James Seaberg
By: James Seaberg
Manager

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 15 day of January, 2024 by Jim Seaberg, the authorized agent of Ivory Ridge Office, LLC.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Steve Oldknow
NOTARY PUBLIC

My Commission Expires: FEB 01, 2027

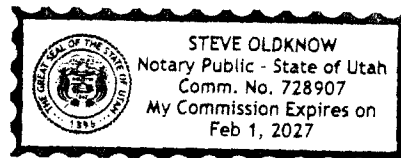


EXHIBIT A – HOA PARCEL

Lot 5, IVORY RIDGE SUBDIVISION PLAT A

Parcel Number: 42-057-0005

EXHIBIT B – IVORY PARCEL

Lot 4, IVORY RIDGE SUBDIVISION PLAT A

Parcel Number: 42-057-0004

EXHIBIT C - EASEMENT PARCEL

**LEGAL DESCRIPTION
PREPARED FOR IVORY HOMES
IVORY RIDGE
LEHI CITY, UTAH COUNTY, UTAH
01/18/2024
24-0016
(TGA)**

PROPOSED PARKING LOT 1 DESCRIPTION

A portion of Lot 5, Ivory Ridge Plat "A", recorded on October 11, 2006 as Entry No. 135313:2006, Map File No. 11919 in the office of the Utah County Recorder, being a part of the NW1/4 of Section 33, Township 4 South, Range 1 East, Salt Lake Base and Meridian, located in Lehi City, Utah County, Utah, being more particularly described as follows:

Beginning at a point located on the southerly right-of-way of Club View Lane, said point being on the northerly Lot line of said Lot 5, Ivory Ridge, Plat "A", said point also being N0°09'16"E 699.43 feet along the Section line and S89°50'44"E 261.67 feet from the West 1/4 Corner of Section 33, Township 4 South, Range 1 East, Salt Lake Base and Meridian; running thence easterly along said right-of-way the following three (3) courses: (1) S89°44'33"E 47.92 feet; thence (2) easterly along the arc of a 528.00 foot radius curve to the left a distance of 115.82 feet through a central angle of 12°34'02" Chord Bearing: N83°58'27"E Chord Length: 115.58 feet to a point of reverse curvature; thence (3) easterly along the arc of a 472.00 foot curve to the right a distance of 86.84 feet through a central angle of 10°32'31" Chord Bearing: N82°57'42"E Chord Length: 86.72 feet to a point on the westerly Subdivision line of Clubview at Ivory Ridge, Plat "A", recorded on June 21, 2006 as Entry No. 77758:2006, Map File No. 11718 of official records; thence southerly along said Subdivision line S0°15'27"W 219.79 feet; thence N89°48'11"W 266.09 feet to a point of curvature; thence westerly along the arc of a non-tangent 40.66 foot radius curve to the right a distance of 135.02 feet through a central angle of 190°15'25" Chord Bearing: N63°42'54"W Chord Length: 80.99 feet to the Southerly line of Lot 4 of said plat; thence along said plat the following two (2) courses: (1) N89°57'08"E 90.01 feet; thence (2) N0°16'07"E 160.39 feet to said southerly right-of-way of Club View Lane, said point being the point of beginning.

Contains 55,816 Sq. Feet± or 1.28 Acres±

**LEGAL DESCRIPTION
PREPARED FOR IVORY HOMES
IVORY RIDGE
LEHI CITY, UTAH COUNTY, UTAH
01/18/2024
24-0016
(TGA)**

PROPOSED PARKING LOT 2 DESCRIPTION

A portion of Lot 4, Ivory Ridge Plat "A", recorded on October 11, 2006 as Entry No. 135313:2006, Map File No. 11919 in the office of the Utah County Recorder, being a part of the NW1/4 of Section 33, Township 4 South, Range 1 East, Salt Lake Base and Meridian, located in Lehi City, Utah County, Utah, being more particularly described as follows:

Beginning at a point located on the southerly right-of-way of Club View Lane, said point being located at the northeast corner of said Lot 4, Ivory Ridge, Plat "A", said point also being N0°09'16"E 699.43 feet along the Section line and S89°50'44"E 261.67 feet from the West 1/4 Corner of Section 33, Township 4 South, Range 1 East, Salt Lake Base and Meridian; running thence along said Lot 4 the following two (2) courses: (1) S0°16'07"W 160.39 feet; thence (2) S89°57'08"W 90.01 feet; thence northeasterly along the arc of a non-tangent 40.66 foot radius curve to the right a distance of 38.38 feet through a central angle of 54°05'16" Chord Bearing: N58°27'27"E Chord Length: 36.97 feet; thence N01°33'07"E 67.69 feet; thence N88°46'53"E 21.25 feet; thence N0°42'16"E 73.17 feet to a point on the southerly right-of-way of said Club View Lane; thence easterly along said right-of-way S89°44'33"E 35.28 feet to the point of beginning.

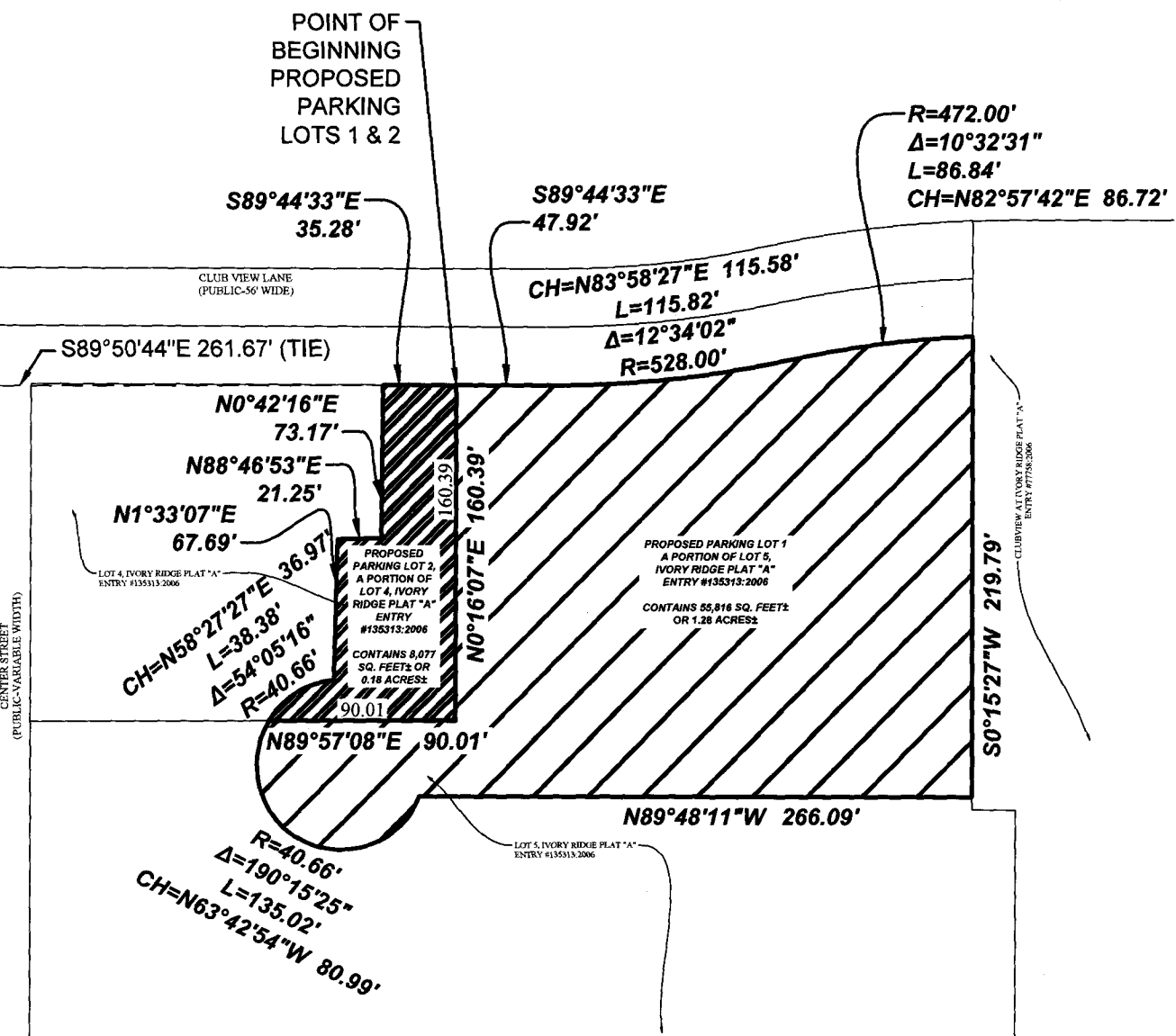
Contains 8077 Sq. Feet± or 0.18 Acres±



29 28
32 33

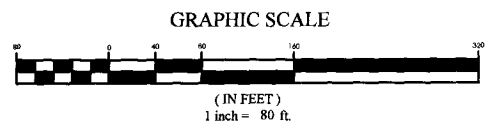
NORTHWEST CORNER
SECTION 33, T4S, R1E, SLB&M
(FOUND)

BASIS OF BEARING: N0°09'16"E 2636.70' (MEASURED)
ALONG SECTION LINE 699.43' (TIE)



32 33

WEST 1/4 CORNER
SECTION 33, T4S,
R1E, SLB&M
(FOUND)



FOCUS
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

PROPOSED PARKING LOT DESCRIPTIONS
A PORTION OF LOT 4 & A PORTION OF LOT 5, IVORY RIDGE PLAT "A"
LOCATED IN A PART OF THE NW1/4 OF SECTION 33, T4S, R1E, SLB&M
LEHI CITY, UTAH COUNTY, UTAH

Date Created:	01/19/2024
Scale:	1"=80'
Drawn:	TGA
Job:	24-0016
Sheet:	
1 OF 1	

I:\2024\240016 Ivory Ridge Clubhouse Parking Lot Legal Description.dwg 24-0016.dwg\enb\bit\24-0016 parking lot parcel\enb\bit.dwg