

## ACCESS AND MAINTENANCE EASEMENT

This easement and agreement (the "Agreement") is entered into by and between [name]

AL JOHNSON ] and [name]  
KRISTI JOHNSON ] (the "Lot Owners"), who own lot [#121] at  
[address 53 LINDSAY HILL RD] (the "Lot") within the Crossing at  
Lake Creek Planned Residential Development (the "Project") and the Crossings at Lake Creek Home  
Owners Association, Inc. (the "Association"). Sometimes hereafter one of the foregoing may be referred  
to as a "Party" and all of the foregoing may collectively be referred to as "Parties."

### Recitals

- A. The Project was created by a Plat Map recorded on March 30, 2005 in the Wasatch County Recorder's Office as Entry No. 281252 (the "Plat Map") as a residential development pursuant to the Development Agreement recorded on March 30, 2005 in the Wasatch County Recorder's Office as Entry No. 281253 (the "Development Agreement").
- B. The Association was established for the administration of the Project by means of the Master Declaration of Covenants, Conditions and Restrictions recorded on December 2, 2005 in the Wasatch County Recorder's Office as Entry No. 293151 (the "Original Declaration").
- C. The Amended Master Declaration of Covenants, Conditions and Restrictions was recorded on February 27, 2015 in the Wasatch County Recorder's Office as Entry No. 409447 (the "First Amended Declaration"). The First Amended Declaration supersedes and replaces the Original Declaration and all prior amendments.
- D. A second amended declaration of covenants, conditions and restrictions was on September 25, 2020, but it was never recorded.
- E. The Third Amended Master Declaration of Covenants, Conditions and Restrictions was recorded on February 23, 2022 in the Wasatch County Recorder's Office as Entry No. 515590 (the "Declaration"). The Declaration supersedes and controls over all previous declarations; covenants, conditions and restrictions; and all prior amendments.
- F. The Development Agreement provides that the "Developer shall maintain [certain] recreation facilities in all respects[,] including "Pedestrian Trails." The Development Agreement also provides that "[t]his obligation may be transferred to the ... Association."
- G. This obligation to maintain the pedestrian trials was transferred to the Association pursuant to Note 18 of the Plat Map, which provides that the "Homeowners Association will be responsible for the repair, operation and maintenance of the following facilities with the subdivision: Common Area Buildings and Structures, Trail Systems, and Common Area recreation facilities."
- H. The parties want to provide the Association an easement to facilitate the Association's maintenance of the pedestrian trails.

## **Agreement**

### **Article I Easement**

**Section 1.1 Description.** The easement granted in Section 1.2 shall apply to all of the Lot as set forth in the Declaration and Plat.

**Section 1.2 Easement Grant.** To the extent not already done so in the Association's Governing Documents,<sup>1</sup> the Lot Owners hereby grant and convey to the Association, its successors, assigns, licensees, and agents, a perpetual, non-exclusive easement for upon, over, under, across, and through the Lot for the purpose of the Association's repair, operation, and maintenance, repair, removal, and construction of the pedestrian trails identified in the [Development Agreement].

### **Article II General Provisions**

**Section 2.1 Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon all Parties, their heirs, successors, and assigns.

**Section 2.2 Interpretation.** The captions of Articles and Sections in this Agreement are for the convenience of the reader only and are not intended to be part of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identification of the person, firm, corporation or other entity referred to may require.

**Section 2.3 Governing Law.** This Agreement, the construction of its terms and the rights and duties of the parties hereunder shall be governed by the laws of the State of Utah.

**Section 2.4 Entire Agreement.** This instrument contains the entire Agreement between the parties hereto, and no representations, warranties or covenants not included in this Agreement may be relied upon by any party hereto. This Agreement may be amended, modified or otherwise changed only by an instrument in writing executed by all of the parties, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon a party unless in writing and signed by the party or its duly authorized representative.

**Section 2.5 Severability.** Any provision of this Agreement that in any way contravenes the provisions of applicable law shall, to the extent the law is contravened, be considered severable and not applicable and shall not alter or affect any other provision of this Agreement.

**Section 2.6 Incorporation of Recitals.** The Recitals in this Agreement shall be treated as covenants and conditions and not as mere recitals.

**Section 2.8 Attorney Fees and Costs.** Notwithstanding anything to the contrary provided herein, should legal action be necessary to enforce, construe, cancel, terminate, rescind or recover for the

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<sup>1</sup> Capitalized terms that are not otherwise defined in this Agreement shall have the meaning provided in the Third Amended Master Declaration of Covenants, Conditions and Restrictions recorded on February 23, 2022 in the Wasatch County Recorder's Office as Entry No. 515590 (the "Declaration").

breach of the provisions of this Agreement, the prevailing Party shall be entitled to recover all costs of suit, including reasonable attorneys' fees incurred therein and herewith.

In Witness whereof, Grantor and the Association have executed this Agreement as of the date set forth below:

Grantor:

Signature:

Print Name:

Owner of Lot:

On this 2 day of August, 2023,

*Al Johnson / Kristi Johnson*

STATE OF UTAH

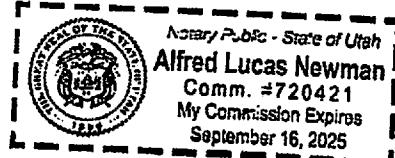
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COUNTY OF Summit

)  
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The foregoing instrument was acknowledged before me this 2 day of  
August, 2023, by Al Johnson, the Grantor.

*Al Johnson*  
Notary Public



**LEGAL DESCRIPTION**

LOT 131, THE CROSSINGS AT LAKE CREEK PHASE 1.

AREA: 1.93 ACRES

PARCEL NO. 00-0020-2865