

When Recorded, Mail To:

Karl G. Maeser  
Preparatory Academy  
320 West 600 South  
Lindon, UT 84042  
Attn: Steve Whitehouse

ENT 55458:2011 PG 1 of 4  
Jeffery Smith  
Utah County Recorder  
2011 Aug 05 11:30 AM FEE 17.00 BY CS  
RECORDED FOR Affiliated First Title Company  
ELECTRONICALLY RECORDED

Affecting Tax Parcel Nos. 46-803-0001  
46-803-0002

#15822-11

**DECLARATION OF UTILITIES  
AND ACCESS EASEMENT**

THIS DECLARATION OF UTILITIES AND ACCESS EASEMENT (this "Declaration") is made and entered into this 5<sup>th</sup> day of August, 2011, by MAESER ACADEMY PARTNERS, LLC, a Utah limited liability company ("Declarant").

**RECITALS**

A. Declarant prepared and recorded that certain Plat "A", Maeser Academy Subdivision, Lindon, Utah, as shown on file in the office of the Utah County Recorder (the "Plat").

B. The Plat consists of two separately subdivided lots, Lot 1 and Lot 2 of the Plat, being specifically described as follows:

LOT 1 AND LOT 2, PLAT "A", MAESER ACADEMY SUBDIVISION,  
LINDON, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF  
ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

C. Declarant remains the fee simple owner of both Lot 1 and Lot 2 of the Plat (collectively, the "Declarant's Property").

D. Declarant desires to clarify, grant, and establish: (i) a certain access easement, and (ii) a certain utilities easement upon specified portions of the Declarant's Property for the benefit of both Lot 1 and Lot 2 of the Plat, in accordance with the provisions of this Declaration.

E. Declarant intends that the easements herein granted shall be granted, established, and maintained without regard to Declarant's common ownership of all of the Declarant's Property, and that such easements shall survive any severance or divestiture of title to one or more of the lots that comprise the Declarant's Property and inure to any successor-in-interest of Declarant.

## TERMS AND CONDITIONS

NOW, THEREFORE, Declarant does hereby declare that the Declarant's Property shall be held, sold, conveyed, transferred, leased, subleased, used and occupied subject to the easements set forth herein, all as set forth as follows:

1. The Declarant's Property Subject to the Easement. 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 set forth in section 2 of this Declaration (collectively, the "Easements"). 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 Easements and said Easements shall remain effective against and for the Declarant's Property.

2. Easements.

2.1. Access Easement. Declarant does hereby grant and declare that there shall exist a perpetual, non-exclusive access easement (the "Access Easement") for the purposes of pedestrian and vehicular ingress and egress to and from 600 South Street (Lindon) 1600 North Street (Orem) to and from both Lot 1 and Lot 2 of the Plat. The Access Easement shall be exercised over that portion of the Declarant's Property, being a labeled on the Plat "CROSS ACCESS EASEMENT AREA FOR LOTS 1 & 2 & PUBLIC UTILITY EASEMENT AREA FOR EXISTING SEWER & WATER LINES AND OTHER PUBLIC UTILITIES" (the "Easement Area"), for the benefit of both Lot 1 and Lot 2 of the Plat. The Access Easement will permit Lot 1 and Lot 2, as such are currently developed and as may be developed in the future, to use the Easement Area for the purposes set forth herein.

2.2. Utilities Easement. Declarant does hereby grant and declare that there shall exist a perpetual, non-exclusive utilities easement (the "Utilities Easement") for the purposes of: (i) the installation of domestic water lines, secondary water lines (if secondary water is available in the area), sanitary sewer lines, storm drain lines, utility lines, including three-phase power, telephone, gas, and power lines; and (ii) thereafter maintaining, operating, inspecting, altering, removing, replacing, and protecting the same, along with the right of ingress and egress for such purposes.. The Utilities Easement shall be exercised over the Easement Area, for the benefit of Lot 1 and Lot 2 of the Plat. The Utilities Easement will permit Lot 1 and Lot 2, as such are currently developed and as may be developed in the future, to use the Easement Area for the purposes set forth herein.

3. Maintenance of the Easement Area.

3.1. Regular Maintenance of the Access Easement. The owner(s) of Lot 1 and Lot 2 of the Plat, at their sole cost, shall be responsible for the maintenance of the Easement Area on their respective Lots, and shall keep the same in good, clean, safe, and repaired condition, and in such condition as to provide reasonable and continuous means of ingress and egress as contemplated by this Declaration. The owner of Lot 1 of the Plat will complete, at its sole cost and expense, the snow removal of the Easement Area during the time Lot 2 remains

undeveloped. Once construction of a permanent structure on Lot 2 begins, the owner(s) of Lot 1 and Lot 2 of the Plat, at their sole cost, shall be responsible for the snow removal on the Easement Area on their respective Lots. Except as set forth above, all costs and expenses incurred in connection with such maintenance shall be the sole responsibility of the owner of the parcel for which such costs are incurred. The parties agree to maintain the Easement Area in a neat, clean and orderly condition at standards comparable to the standards of other similar roadways and their surrounding areas located within Lindon City. All work and maintenance conducted within Easement Area will also be in conducted in a good workman like manner, and in accordance with the standards established by any applicable municipal/government authorities.

3.2 Maintenance of the Utilities Easement. The owner of each of the Lots located within the Plat, shall be responsible to maintain the utilities located within the Easement Area that service said Lot, regardless of whether said utilities are located within said owner's Lot.

3.3 Unique Damage. Notwithstanding anything to the foregoing, any damage to the Easement Area and the improvements/utilities constructed thereon or therein that is solely attributable to the owner of one of the Lots, or their guests, agents, invitees, customers, and/or patrons, that owner of the Lot will be solely responsible, at its sole cost, to repair said Easement Area or improvements/utilities to a condition that existed prior to the damage.

4. Self Help. In the event the an owner of one of the Lots fails to maintain the Easement Area, the improvements constructed therein, or the utilities constructed therein, the owner of the other Lot, after ten (10) days written notice (unless in case of emergency wherein no written notice will be required) to the Lot owner responsible for the maintenance, may undertake to complete the maintenance or repair of the same. Upon completing the maintenance or repair, the Lot owner who failed to maintain the Easement Area, the improvements constructed therein, or the utilities constructed therein, will pay the other Lot owner the actual costs of maintaining or repairing the same incurred by said Lot owner, within fifteen (15) days after receipt of a statement itemizing the costs incurred.

5. Covenants to Run With Land. This Declaration and the Easements created herein are intended to and shall run with the land described herein and, as applicable, portions of the Declarant's Property shall be burdened by the Easements, and portions of the Declarant's Property shall be benefited by the Easements.

6. Modification of Declaration. This Declaration shall not be amended or modified without the express prior written consent of each party which is a successor-in-interest to both Lot 1 and Lot 2 of the Plat.

7. 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.

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

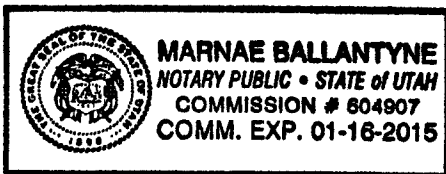
IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective as of the day and year first above written.

Declarant: MAESER ACADEMY PARTNERS, LLC,  
a Utah limited liability company

By: R. L. Peck  
Name (print): Ron L. Peck  
Its: Member

STATE OF UTAH )  
 ) ss.  
COUNTY OF Utah )

On this 5<sup>th</sup> day of August, 2011, personally appeared before me Ron L. Peck, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she is the Ron L. Peck of MAESER ACADEMY PARTNERS, LLC, a Utah limited liability company, and acknowledged to me that said company executed the same.



Marnae Ballantyne  
Notary Public