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RECORDER, SALT LAKE COUNTY, UTAH  
DON L SKAGGS  
2200 E WALKER LANE  
SALT LAKE CITY UT 84117  
BY: SBM, DEPUTY - WI 7 P.

When recorded return to:

DECLARATION OF EASEMENTS AND MAINTENANCE AGREEMENT

THIS DECLARATION OF EASEMENTS AND MAINTENANCE AGREEMENT  
("Agreement") is made as of August 27, 2003 by Don L. Skaggs, Owner ("Declarant")

RECITALS

- A. Declarant is the owner of those certain parcels of real property more particularly described on Exhibit "A" attached hereto and incorporated herein. Each such parcel of real property is herein individually referred to as a "Parcel," and the Parcels are collectively herein referred to as the "Parcels."
- B. Declarant desires to create reciprocal easements, and other duties for sharing use and maintenance obligations affecting the domestic water lines, storm drainage facilities, and fireline, fire hydrants and associated equipment located within the Parcels (collectively, the "Facilities")

Declarant hereby declares as follows:

1. Recitals Incorporated. The Recitals recited above are true and correct as and when made and form an integral part of this Agreement.
2. Definitions. As used in this Agreement, the following terms have the indicated meanings:
  - (a) "Owners" means each person or entity that is an Owner taken in the aggregate.
  - (b) "Owner" means Declarant and its successors and assigns with respect to the Parcels or any portion of a Parcel, as shown by the official records of Salt Lake County, Utah.

3. Declaration of Easements. Declarant creates, for the benefit of each Parcel and the Owners thereof, non-exclusive, reciprocal easements on, over, across and through the Parcels solely for the purpose of installing, using and maintaining the Facilities.

4. Facilities Installation and Maintenance.

(a) Each Owner shall be obligated for the installation of any Facilities serving such Owner's Parcel. Such installation shall be performed in accordance with all applicable laws, codes, ordinances, rules and regulations. The location of any portion of the Facilities located on an Owner's Parcel shall be subject to the reasonable approval of such Owner. The Facilities shall be installed in accordance with plans and specifications approved in writing by Declarant.

(b) Each Owner shall maintain any portion of the Facilities solely serving such Owner's Parcel at such Owner's sole cost and expense in a good state of repair and safe condition, regardless of where located. Each Owner performing or causing to be performed such maintenance or repair agrees to promptly pay all costs and expenses associated therewith, to diligently complete such work as quickly as possible and to promptly clear the area and restore the affected portion of the Parcels to a condition equal to or better than existed prior to the commencement of such work. To the extent any portion of the Facilities serves more than one Parcel, the Owners of such Parcels shall each maintain the portion of such Facilities located on such Owner's Parcel, in accordance with the requirements of the preceding sentence, with the aggregate cost of such maintenance to be shared, on a pro rata basis based on land square footage, by the Owners whose Parcels are served by such portion of the Facilities.

(c) Each Owner shall reasonably cooperate with other Owner's reasonable Facilities maintenance activities.

(d) Each Owner shall provide all other Owners with at least forty-eight (48) hours prior written notice of the proposed performance of any work on such Owner's Parcels, or part thereof, affecting any portion of the Facilities.

(e) If an Owner has failed to observe or perform any of its obligations or duties hereunder (the "Defaulting Owner"), then any other Owner (the "Curing Owner") may give the Defaulting Owner written notice of such failure and the Defaulting Owner shall observe or perform the obligation or duty required within thirty (30) days after receiving such notice; provided, however, that if such non-performed or non-observed obligation or duty is one which cannot be performed or observed within thirty (30) days, then so long as the Defaulting Owner commences such performance or observance within said thirty (30) day period and thereafter diligently prosecutes such performance or observance until completion, then the Curing Owner shall not be entitled to exercise the remedy provided for in the following sentences. Notwithstanding the foregoing, in the event of an emergency, any Owner may undertake any duties which are reasonably necessary to alleviate said emergency and to stabilize the situation and the Owner for whose benefit such activities are taken shall reimburse the performing Owner for all reasonable sums so expended. The performing Owner shall use best efforts to give immediate notice of such emergent circumstances to the affected Owner(s). Should the Defaulting Owner fail to fulfill this obligation or duty within such period, then the Curing

Owner, through its employees or authorized agents, shall have the right and power to enter onto the Defaulting Owner's Parcel and perform such obligation or duty without liability to any person for damages for wrongful entry or trespass unless occasioned by the gross negligence of the Curing Owner or its agents. The Defaulting Owner shall be liable for the cost of such work and shall promptly reimburse the Curing Owner for such costs. If the Defaulting Owner shall fail to reimburse the Curing Owner within thirty (30) days after receipt from the Curing Owner of a written statement describing the work performed and the cost thereof, then said indebtedness shall be a debt of the Defaulting Owner and shall constitute a lien against the Defaulting Owner's Parcel. The debt shall bear interest at the rate of eighteen percent (18%) per annum (or the maximum amount permitted by applicable law, if less) and shall include the costs and expenses (including reasonable attorneys' fees) of collection.

5. Duration. The easements and undertakings set forth in this Agreement shall be perpetual.

6. Integration; Modification. This Agreement contains the entire agreement with respect to the matters set forth herein. This Agreement and any easement or undertaking contained herein, may be terminated, extended, modified or amended as to the whole of the Parcels or any portion of them, with the unanimous consent of the Owners which consent shall not be unreasonably withheld or delayed, and any such termination, extension, modification or amendment shall be effective upon proper recordation of a written instrument evidencing the same, executed and acknowledged by all of the Owners then existing, in the office of the Salt Lake County Recorder.

7. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Parcels to or for the general public or for any public purposes whatsoever. The Owners intend that this Agreement is strictly limited to and for the purposes expressed herein.

8. Mutuality; Reciprocity Runs With the Land.

(a) The easements, rights and obligations granted and created by this Agreement are appurtenances to the Parcels. Such easements, rights or obligations may not be transferred, assigned or encumbered except as an appurtenance to such Parcels. For the purposes of the easements and rights set forth in this Agreement, the Parcel benefitted thereby shall constitute the dominant estate and the Parcel burdened thereby shall constitute the servient estate.

(b) Each of the easements and rights contained in this Agreement (whether affirmative or negative in nature) (i) shall constitute covenants running with the land; (ii) shall bind every person having a fee, leasehold or other interest in any portion of the Parcel at any time or from time to time to the extent such portion is affected or bound by the easement or right in question, or to the extent that easement or rights is to be performed on such portion; (iii) shall inure to the benefit of and be binding upon the Owners and their respective successors and assigns as to their respective Parcels, and (iv) shall create mutual, equitable servitudes upon each Parcel in favor of the other Parcels.

9. Liability Limitation. The duties set forth in this Agreement are enforceable against each Owner solely to the extent of their respective interest in a Parcel or part of a Parcel.

10. No Partnership. The Owners do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

11. Force Majeure. Each Owner shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by any cause or causes beyond such Owner's reasonable control, including labor disputes, civil commotion, war, governmental regulations, action or nonaction of governmental authorities, governmental controls, fire, or other casualty, inability to obtain any material or services or acts of God.

12. Further Action. Each Owner shall execute and deliver all instruments, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

13. Applicable Law. This Agreement shall be exclusively construed in accordance with and governed by the laws in the State of Utah.

14. Attorneys' Fees. In the event it becomes necessary for any Owner to employ the service of an attorney in connection herewith, either with or without litigation, the losing Owner(s) of such controversy shall pay to the successful Owner reasonable attorneys' fees and, in addition, such reasonable costs and expenses are incurred in enforcing this Agreement.

15. Common Ownership. The Ownership of all of the Parcels by the same entity shall not alone effect the termination of this Agreement.

16. Notice. Unless otherwise specifically provided in this Agreement, any notice given under this Agreement shall be in writing and shall be (i) delivered personally; (ii) sent by a nationally recognized air courier providing confirmation of receipt by the recipient, such as Federal Express; or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid. Each notice shall be addressed as follows:

To Declarant:

Don L. Skaggs  
2200 East Walker Lane  
Holladay, Utah 84117

To any other Owner:

At such address as such Owner shall provided in writing from time to time

Notices shall be given (i) upon delivery or refusal thereof if personally delivered; (ii) on the first (1<sup>st</sup>) business day after delivery to a nationally recognized air courier if sent by such air courier; or (iii) on the third (3<sup>rd</sup>) business day after deposit with the United States Postal Service if mailed. Either party hereto may change the place for the giving of notice to it by like written notice to the other as provided herein.

Declarant has caused this Declaration of Easements and Maintenance Agreement to be executed on the date first written above.

DON L. SKAGGS, OWNER

  
\_\_\_\_\_  
Don L. Skaggs

ACKNOWLEDGEMENT

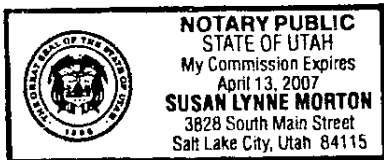
STATE OF UTAH

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COUNTY OF SALT LAKE

I, the undersigned, a Notary Public in and for said County, in the State of Utah certify that Don L. Skaggs, Owner, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal the 28<sup>th</sup> day of August, 2003.



  
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Notary Public

## EXHIBIT "A"

### LEGAL DESCRIPTIONS

#### PARCEL 1

Beginning at a point 957.000 feet West and 910.500 feet South of the North  $\frac{1}{4}$  Corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 413.460 feet; thence West 344.270 feet; thence N 07°19'30" E 104.810 feet; thence East 27.130 feet; thence N 43°23'00" E 102.280 feet; thence N 63°11'00" E 44.090 feet; thence N 19°49'00" W 25.770 feet; thence N 53°08'30" E 25.260 feet; thence S 07°31'00" E 20.200 feet; thence S 19°49'00" E 11.000 feet; thence N 63°11'00" E 2.360 feet; thence N 41°43'00" E 91.600 feet; thence N 12°35'00" W 28.000 feet; thence N 37°35'00" E 70.000 feet; thence N 17°47'00" E 52.820 feet; thence N 86°29'00" E 60.650 feet to the point of beginning.

#### PARCEL 2

Beginning at a point 957.000 feet West and 379.500 feet South of the North  $\frac{1}{4}$  Corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 531.000 feet; thence S 86°29'00" W 60.65 feet; thence S 17°47'00" W 52.82 feet; thence S 37°35'00" W 70.000 feet; thence S 12°35'00" E 28.000 feet; thence S 41°43'00" W 91.600 feet; thence S 63°11'00" W 2.36 feet; thence N 19°49'00" W 11.000 feet; thence N 07°31'00" W 20.200 feet; thence S 53°08'30" W 25.260 feet; thence S 19°49'00" E 25.770 feet; thence S 63°11'00" W 44.090 feet; thence S 43°23'00" W 102.280 feet; thence West 27.130 feet; thence S 07°19'30" W 35.130 feet; thence N 20°00'00" W 29.600 feet; thence N 77°17'00" W 199.000 feet; thence N 61°33'00" W 124.430 feet; thence N 207.150 feet; thence S 86°15'00" E 136.000 feet; thence N 88°30'00" E 442.200 feet; thence North 534.600 feet; thence East 71.280 feet to the point of beginning.

#### 10' WATERLINE EASEMENT

Beginning at a point which is West 968.375 feet and South 411.470 feet from the North  $\frac{1}{4}$  Corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence S 00°29'44" W 35.352 feet; thence N 89°30'16" W 20.800 feet; thence S 00°29'44" W 10.000 feet; thence S 89°30'16" E 20.800 feet; thence S 00°29'44" W 267.133 feet; thence S 45°29'44" W 31.426 feet; thence S 00°29'44" W 43.502 feet; thence S 11°44'43" W 121.971 feet; thence S 22°59'43" W 55.401 feet; thence S 34°14'44" W 141.100 feet; thence N 55°45'16" W 6.819 feet; thence S 34°14'44" W 10.000 feet; thence S 55°45'16" E 6.819 feet; thence S 34°14'44" W 0.128 feet; thence S 56°44'44" W 67.643 feet; thence S 45°29'44" W 109.743 feet; thence S 44°30'16" E 14.192 feet; thence N 45°29'44" E 10.000 feet; thence N 44°30'16" W 4.192 feet; thence N 45°29'44" E 98.758 feet; thence N 56°44'44" E 68.647 feet; thence N 34°14'44" E 154.201 feet; thence N 22°59'43" E 57.371 feet; thence N 11°43'44" E 123.941 feet; thence N 00°29'44" E 40.345 feet; thence N 45°29'44" E 31.426 feet; thence N 00°29'44" E 316.614 feet; thence N 89°25'40" W 10.000 feet to the point of beginning.

NORTH 1/4 CORNER  
SECTION 15  
T. 2 S. R. 1 E  
S.L.B. & M. 958.375' WEST  
957.000'

LINE TABLE		
LINE	LENGTH	BEARING
L1	413.460	S00°00'00"E
L2	344.270	N90°00'00"W
L3	104.810	N07°19'30"E
L4	27.130	N90°00'00"E
L5	102.280	N43°23'00"E
L6	44.090	N63°11'00"E
L7	25.770	N19°49'00"W
L8	25.260	N53°08'30"E
L9	20.200	S07°31'00"E
L10	11.000	S19°49'00"E
L11	2.360	N63°11'00"E
L12	91.600	N41°43'00"E
L13	28.000	N12°35'00"W
L14	70.000	N37°35'00"E
L15	52.820	N17°47'00"E
L16	60.650	N86°29'00"W
L17	29.600	N20°00'00"W
L18	199.000	N77°17'00"W
L19	124.430	N61°33'00"W
L20	207.150	N00°00'00"E
L21	136.000	S86°15'00"E
L22	442.200	N88°30'00"E
L23	534.600	N00°00'00"E
L24	71.280	N90°00'00"E
L25	531.000	S00°00'00"E
L26	35.352	S00°29'44"W
L27	10.000	S00°29'44"W
L28	20.800	S89°30'16"E

LINE TABLE		
LINE	LENGTH	BEARING
L29	267.133	S00°29'44"W
L30	31.426	S45°29'44"W
L31	43.502	S00°29'44"W
L32	121.971	S11°44'43"W
L33	55.401	S22°59'43"W
L34	141.100	S34°14'44"W
L35	6.819	N55°45'16"W
L36	10.000	S34°14'44"W
L37	6.819	S55°45'16"E
L38	67.643	S56°44'44"W
L39	0.128	S34°14'44"W
L40	109.743	S45°29'44"W
L41	14.192	S44°30'16"E
L42	10.000	N45°29'44"E
L43	4.192	N44°30'16"W
L44	98.758	N45°29'44"E
L45	68.647	N56°44'44"E
L46	154.201	N34°14'44"E
L47	57.371	N22°59'43"E
L48	123.941	N11°43'44"E
L49	40.345	N00°29'44"E
L50	31.426	N45°29'44"E
L51	316.614	N00°29'44"E
L52	10.000	N89°25'40"W
L53	20.800	N89°30'16"W
L54	35.130	S07°19'30"W

