

When Recorded, Mail To:  
Utah Charter Academies, Inc.  
Attn: Brad Findlay, Chairman  
11938 Lone Peak Parkway  
Draper, Utah 84124

12460509  
1/24/2017 3:29:00 PM \$25.00  
Book - 10523 Pg - 3053-3059  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FOUNDERS TITLE  
BY: eCASH, DEPUTY - EF 7 P.

16-011767

(Space above for Recorder's use only)

### DECLARATION OF ACCESS EASEMENTS

THIS DECLARATION OF ACCESS EASEMENTS (this "**Declaration**") is made and entered into to be effective this 24 day of January, 2017, by UTAH CHARTER ACADEMIES, INC., a Utah non-profit corporation ("**Declarant**").

#### RECITALS

A. Declarant owns three adjacent parcels of real property, as shown on file in the Official Records for the Recorder of Salt Lake County, Utah.

B. The tax identification number of the western parcel is 2725127037 (the "Western Property"). The Western Property is more particularly described on Exhibit A attached hereto and incorporated herein by reference. The tax identification number of the eastern parcel is 2725127038 (the "Eastern Property"). The Eastern Property is more particularly described on Exhibit B, attached hereto and incorporated herein by reference. The tax identification number of the northern parcel is 2725127026 (the "Northern Property"). The Northern Property is more particularly described on Exhibit C attached hereto and incorporated herein by reference. The "Eastern Property", the "Western Property", and the "Northern Property" shall collectively be known as the "Declarant's Property".

C. Declarant is the fee simple owner of the Declarant's Property.

D. Declarant desires to clarify, grant, and establish certain access easements upon specified portions of the Eastern Property, the Western Property and the Northern Property for the benefit of the Declarant's Property, 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 Easements. 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 (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. Access and Parking Easement. Declarant does hereby grant and declare that there shall exist a perpetual, non-exclusive access and parking easement (the "Access Easement") for the purposes of parking on the paved parking areas of Declarant's Property, for pedestrian and vehicular ingress and egress to and from Lone Peak Parkway (Draper City), for pedestrian and vehicular ingress and egress to and from both the Western Property and the Eastern Property, and for emergency pedestrian and vehicular ingress and egress to and from Election Road (Draper City) across the Northern Property. The Access Easement shall burden and benefit the Declarant's Property, and shall be exercised over the paved parking areas and drive areas located on the Declarant's Property, as the same may be increased, decreased, or otherwise modified by Declarant (or its successors) in Declarant's (or its successors) sole discretion. The Access Easement will permit both the Western Property and the Eastern Property, as such are currently developed and as may be developed in the future, to use the Access Easement for the purposes set forth herein.

3. Regular Maintenance of the Access Easement. The owner(s) of the Eastern Property, the Western Property and the Northern Property shall be responsible for the maintenance of the paved parking areas and drive areas located on their respective parcels, and shall keep the same in good, clean, safe, and repaired condition, and in such condition as to provide reasonable and continuous means of parking, ingress, and egress as contemplated by this Declaration. Notwithstanding anything to the foregoing, any damage to the landscaping, paved areas and the improvements/utilities constructed on the Declarant's Property, or therein, that is solely attributable to the owner of one of the parcels, or their guests, agents, invitees, customers, and/or patrons, that owner of the parcel will be solely responsible, at its sole cost, to repair said damage to a condition that existed prior to the damage.

4. Self Help. In the event an owner of one of the parcels defaults in its maintenance obligations set forth herein, after ten (10) days written notice (unless in case of emergency wherein no written notice will be required) to the parcel owner responsible for the maintenance, the owner of the other parcel may undertake to complete the maintenance or repair of the same. Upon completing the maintenance or repair, the parcel owner who defaulted in its maintenance obligations, will pay the other parcel owner the actual costs of maintaining or repairing the same, 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 is 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 the Western Property, the Eastern Property and the Northern Property.

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.

*[Signatures to Follow]*

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

Declarant: UTAH CHARTER ACADEMIES, INC.,  
a Utah non-profit corporation

By: [Signature]  
Name (print): \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

On this 20 day of January, 2017, personally appeared before me Bradley Russell Findlay, known or satisfactorily proved to me to be the Board Chair of Utah Charter Academies, Inc., a Utah non-profit corporation, who acknowledged to me that he signed the foregoing instrument.

[Signature]  
Notary Public



**EXHIBIT A**

[Legal Description of the Western Property]

Lot 1, Draper APA Subdivision as found in the office of the Salt Lake County Recorder in Book 2013P at Page 73.

27-25-127-087

**EXHIBIT B**

[Legal Description of the Eastern Property]

Lot 2, Draper APA Subdivision as found in the office of the Salt Lake County Recorder in Book 2013P at Page 73.

Together with that certain real property more particularly described as follows:

Beginning at a point on the south line of Inauguration Phase 1 said point being South 89°46'47" East 286.77 feet along the Section line and South 863.38 feet from the North Quarter Corner of Section 25, Township 3 South, Range 1 West, Salt Lake Base & meridian, and running:

thence South 89°46'37" East 62.00 feet along the south line of said Inauguration Phase 1;  
thence South 0°13'23" West 470.01 feet;  
thence North 89°55'36" West 62.00 feet;  
thence North 0°13'23" East 470.17 feet back to the point of beginning.

27-25-127-038  
27-25-207-020

**EXHIBIT C**

[Legal Description of the Northern Property]

All of Lot 326, Inauguration Subdivision Phase 3, according to the official plat thereof on file and of record in the Office of the Salt Lake County Recorder, in Book 96-2 at Page 39 of Official Records.

4810-5795-5646, V. 2

27-25-127-026