

When recorded return to:
Fox Landing Homeowners Association
c/o FCS Community Management
PO Box 5555
Draper, UT 84020

14200108 B: 11469 P: 4099 Total Pages: 14
02/01/2024 08:35 AM By: zjorgensen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: FOX LANDING HOMEOWNERS ASSOCIATION
PO BOX 5555 DRAPER, UT 84020



Affecting Parcels: 27-23-476-023, 27-23-476-024, 27-23-476-025, 27-23-476-026, 27-23-476-027,
27-23-476-028, 27-23-476-029, 27-23-476-030.

DECLARATION of EASEMENT and AGREEMENT
Protection and Maintenance of Rear Yard Drainage System
Fox Landing Phase 3 Subdivision, Lots 301-308

RECITALS

- A. The undersigned are the Developer and/or Owner's of land within the City of Draper, Utah ("City"), which development is commonly known as Fox Landing Phase 3 Subdivision (the Development).
- B. Developer has determined that in order to provide better drainage for a certain portion of the Development, Developer has caused to be constructed in the rear yards of certain lots in the Development a rear yard drainage system ("Drainage System").
- C. The Owner's and Developer desire to record a maintenance and protection easement for the benefit of the Development, the Lot owners and the Fox Landing Homeowners Association, to ensure the proper maintenance and protection of the Drainage System.

EASEMENT

NOW THEREFORE

1. The undersigned Owner's hereby declare a perpetual non-exclusive Maintenance and Protection Easement over and across Lots 301 through 308 (the Easement Lots) of the Development, as more particularly described in **Exhibit A** attached hereto (the "Drainage Easement") and depicted on map **Exhibit B**. Said Easement is granted for the benefit of the Lot owners and the Fox Landing Homeowners Association (FLHOA), for the purpose of protection of the Easement Lots and the maintenance, repair and preservation of the Yard Drainage System shown on **Exhibit C** (the "Yard Drain Plan").
2. Said Easement includes access from Dorothy Vista Dr and Osborne Vista Way (public streets) across the Easement Lots for labor, materials and equipment as may be necessary to maintain, repair or replace any or all portions of said Drainage System including regrading within the Easement area as may be necessary for the proper functioning of the Drainage System. Said grant of right of access includes but is not limited to the Developer and its assigns, FLHOA and its assigns, Draper City and it's assigns,

and adjacent Easement Lot Owners and its assigns as may be and whenever necessary to perform repairs or replacement when such maintenance, repairs or replacement has been neglected by an Easement Lot Owner.

3. Owner's of the Easement Lots (hereafter "Owners") hereby acknowledge and agree that said Easement Lots are subject to this Easement and all terms of this Agreement.

4. Owner's understand, acknowledge and agree that the purpose of the Drainage System is to collect storm water and irrigation water from the individual Easement Lots and prevent such storm water from running onto any other adjacent lots. And that failure of the Owners of the Easement Lots to properly maintain or repair the Drainage System or any alteration of the grade within the Easement area may result in damage to the Drainage System or adjacent properties or improvements thereon.

5. Owner's shall not alter the Drainage System for any reason, without the express written approval from the Board of Directors of FLHOA and Draper City. Owner's shall be solely liable for any and all damages and repairs incurred by Owner, damages to Owner's Lot or adjacent properties if Owner, or Owner's assign's has altered the Drainage System on Owner's Lot.

6. Owner's shall be solely responsible, at their sole cost and expense, to maintain and repair the portion of the Drainage System located on their respective Lot as well as the cost of repairing damages to adjacent properties or portions of the Drainage System on adjacent Lots due to negligence or lack of maintenance of the portion on the Owner's Lot.

7. Developer, FLHOA or City may, **BUT SHALL NOT BE OBLIGATED TO**, enter onto the Easement Lots for the purpose of inspecting, repairing or replacing the Drainage System and/or the Retaining Walls in the event an Owner fails to properly maintain or repair the same. Any costs incurred by the Developer, FLHOA or City to maintain, repair or replace the Drainage System will be reimbursed by the respective Owner on whose Lot the maintenance, repairs or replacement were performed within thirty (30) days after written demand.

Should Developer, FLHOA or City determine it necessary, which determination is in the sole discretion of Developer, FLHOA or City, to enter an Owner's Lot due to Owner's failure to maintain the Drainage System, Owner's hereby agrees to release, indemnify and hold harmless Developer, FLHOA and/or City from any claims or damages Owner or Owner's Lot may incur.

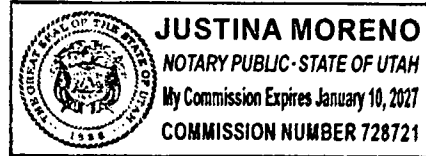
Notwithstanding the foregoing, the City has no obligation or responsibility of any sort including but not limited to inspect, maintain or administer the Owner's maintenance, repair or replacement of any portion of the Drain System, but may enter upon the Easement Lots as granted herein and perform maintenance, repairs and or replacement if it deems necessary in its sole discretion.

{signatures on following 2 pages}

IN WITNESS WHEREOF the parties have agreed and signed this 4 day of August, 2023

DEVELOPER:
FOX LANDING LLC
A Utah Limited Liability Company

By: *Derek Wright*
Derek Wright, Its Manager



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

On the 4 day of August, 2023, personally appeared before me DEREK WRIGHT, who being duly sworn did say that he/she is the Manager of **FOX LANDING, LLC.**, and that the foregoing **Declaration of Easement And Agreement** was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.

Justina Moreno
Notary Public

{additional signatures next 2 pages}

EXHIBIT A

Legal Description - Drainage and Maintenance Easement

Yard Drain System Fox Landing Phase 3 – Lots 301 thru 308

Beginning at the northwest corner of Lot 301 of Fox Landing Phase 3 Subdivision, recorded April 21, 2022 in Book 2022P at Page 110 in the Office of the Salt Lake County Recorder, said point being South 00°05'05" East 1,311.04 feet along the section line and West 974.34 feet from the East Quarter Corner of Section 23, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running

thence South 85°12'04" East 10.13 feet along the northerly boundary line of said Lot 301;

thence South 14°05'50" West 107.00 feet;

thence South 19°52'45" West 216.27 feet;

thence South 05°46'17" West 352.59 feet;

thence South 00°00'38" East 96.66 feet to the northerly right-of-way line of Osborne Vista Way;

thence North 89°24'18" West 10.00 feet along said northerly right-of-way line to the southwest corner of Lot 308 of said Fox Landing Phase 3 Subdivision;

thence along the westerly boundary line of said Fox Landing Phase 3 Subdivision the following four (4) courses:

(1) North 00°00'38" West 97.06 feet;

(2) North 05°46'17" East 354.33 feet;

(3) North 19°52'45" East 217.01 feet;

(4) North 14°05'50" East 104.86 feet to the point of beginning.

Contains 7,729 Square Feet or 0.177 Acres

Affects Lots 301, 302, 303, 304, 305, 306, 307 and 308, Fox Landing Phase 3 Subdivision.

**EXHIBIT B
Easement Map**





<p>PROJECT# 6153 DATE 7/13/2023</p> <p align="center">1 OF 1</p> <p><small>H&L 4/25/2023 AM 2:00 PM</small></p>	<p align="center">FOX LANDING SUBDIVISION PHASE 3 - LOTS 301 THRU 308</p> <p align="center">11580 SOUTH 700 WEST DRAPER, UTAH</p> <p align="center">LAND DRAIN EASEMENT EXHIBIT</p>	<p><small>FOR: WRIGHT HOMES P.O. BOX 8324 DRAPER, UTAH 84020 PHONE: 801.321.9614</small></p>	<p>45 W. 10000 S. Ste 500 Sandy, UT 84070 Phone: 801.255.0529 Fax: 801.255.4440 www.ensignng.com</p> 
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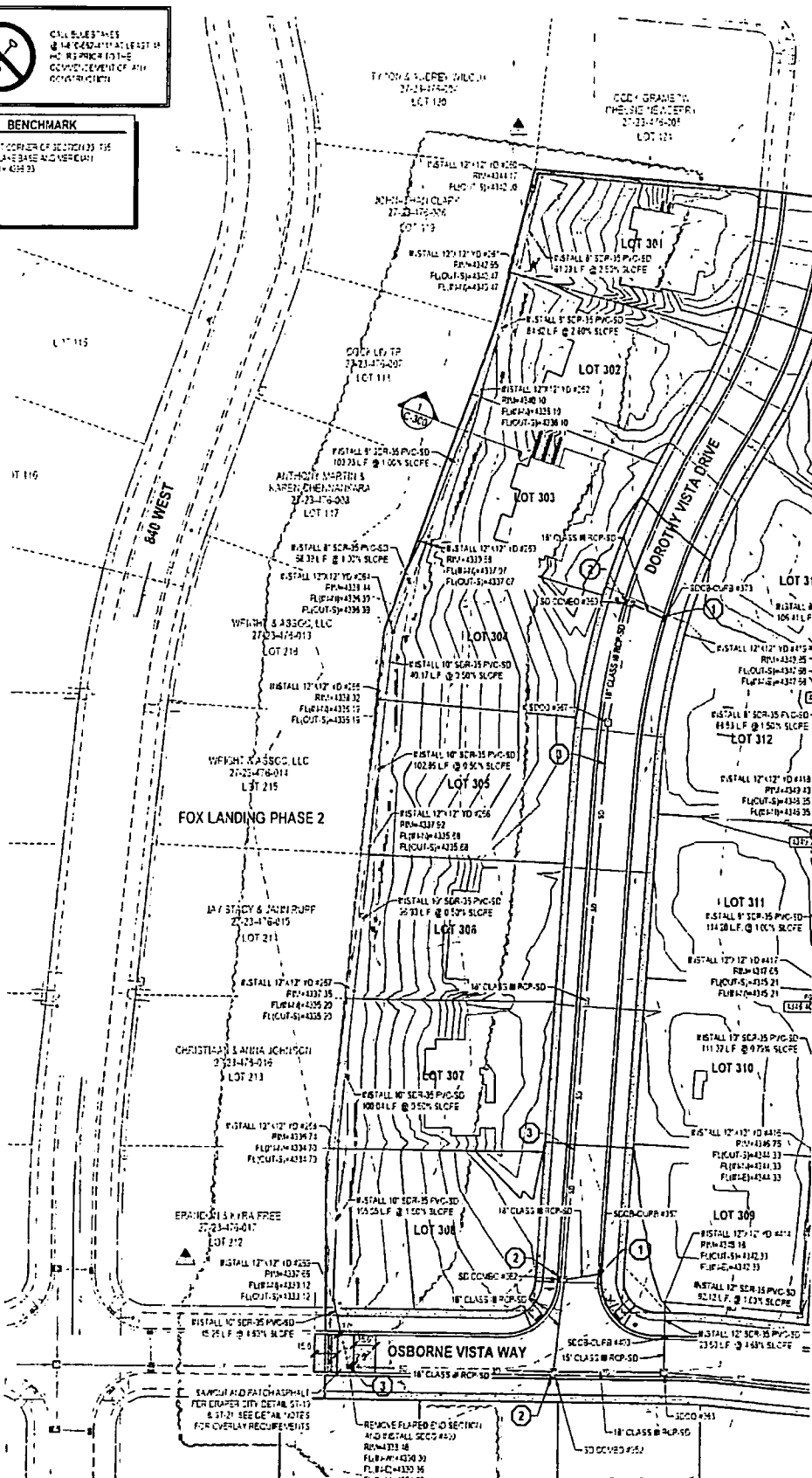
EXHIBIT C Yard Drain System Plan



CALL SUBSTANCES
OR MATERIALS AT LEAST 14
FEET FROM EXISTING
CONSTRUCTION OF ANY
CONSTRUCTION

BENCHMARK

SOUTH-EAST CORNER OF SECTION 23 THE
NINE SIXTY LANE BASE AND MERIDIAN
ELEVATION = 428.23



FOX LANDING PHASE 3 SUBDIVISION, LOTS 301 through 308
REAR YARD DRAINAGE SYSTEM

NOTICE OF AND CONSENT TO RECORD EASEMENT
AND
APPROVE PUE LICENSE AGREEMENT

FOX LANDING PHASE 3 SUBDIVISION, LOT 301

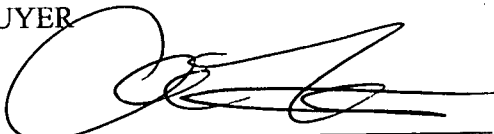
Notice is hereby given that a perpetual non-exclusive easement for access to and maintenance of a rear yard drainage system will be recorded on the lot you are purchasing or purchased referenced above. Recordation of said Easement will occur after approval of said drainage system by Draper City which approval is specified in the "Public Utility Easement (PUE) License And Agreement" dated July 28, 2023, by and between Draper City and Fox Landing LLC.

This Easement will obligate the Owner of the lot to maintain the portion of the drainage system on the Owner's lot at Owner's sole expense, and to allow and permit access across and through Owner's lot to third parties if Owner fails to maintain said drainage system.

This Easement will also grant a reciprocal right to you, the property owner, for the protection of your property should a neighbor fail to maintain their portion of the drainage system, by granting to you and/or the HOA the right to enter their property to make repairs at their expense to protect your property.

Buyer hereby acknowledges and agrees to the benefits to Buyer's property and hereby agrees and consents to record said Easement and PUE License Agreement.

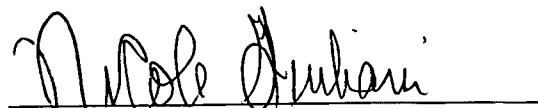
BUYER



signature

Aaron Keith
print name

BUYER



signature

Nicole Guiliani
print name


STATE OF UTAH)

:ss.

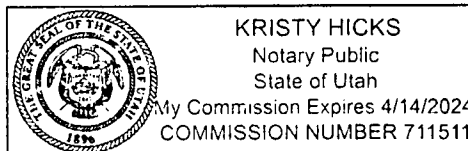
COUNTY OF SALT LAKE)

On the 1st day of ~~August~~ ^{Nov.} 2023, personally appeared before me Aaron Keith
and Nicole Guiliani, who proved on the basis of satisfactory evidence to be the
person(s) whose name is subscribed to this instrument, and acknowledged he/she/they executed the same.

Witness my hand and official seal.



Notary Public



**FOX LANDING PHASE 3 SUBDIVISION, LOTS 301 through 308
REAR YARD DRAINAGE SYSTEM**

**NOTICE OF AND CONSENT TO RECORD EASEMENT
AND
APPROVE PUE LICENSE AGREEMENT**

FOX LANDING PHASE 3 SUBDIVISION, LOT 302

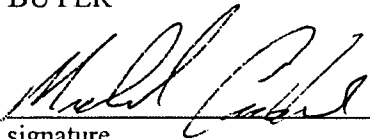
Notice is hereby given that a perpetual non-exclusive easement for access to and maintenance of a rear yard drainage system will be recorded on the lot you are purchasing or purchased referenced above. Recordation of said Easement will occur after approval of said drainage system by Draper City which approval is specified in the "Public Utility Easement (PUE) License And Agreement" dated July 28, 2023, by and between Draper City and Fox Landing LLC.

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This Easement will also grant a reciprocal right to you, the property owner, for the protection of your property should a neighbor fail to maintain their portion of the drainage system, by granting to you and/or the HOA the right to enter their property to make repairs at their expense to protect your property.

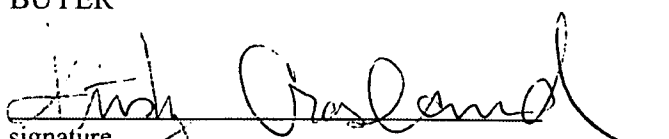
Buyer hereby acknowledges and agrees to the benefits to Buyer's property and hereby agrees and consents to record said Easement and PUE License Agreement.

BUYER


signature

Michael Crosland
print name

BUYER


signature

Kristy Crosland
print name

STATE OF UTAH)

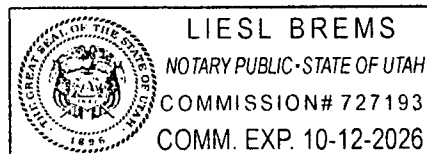
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COUNTY OF SALT LAKE) UB

On the 19 day of ~~August, 2023~~ January 2024, personally appeared before me Michael Crosland
and Kristy Crosland, who proved on the basis of satisfactory evidence to be the person(s) whose name is subscribed to this instrument, and acknowledged he/she/they executed the same.

Witness my hand and official seal.


Notary Public



**FOX LANDING PHASE 3 SUBDIVISION, LOTS 301 through 308
REAR YARD DRAINAGE SYSTEM**

**NOTICE OF AND CONSENT TO RECORD EASEMENT
AND
APPROVE PUE LICENSE AGREEMENT**

FOX LANDING PHASE 3 SUBDIVISION, LOT 304

Notice is hereby given that a perpetual non-exclusive easement (Declaration of Easement) for access to and maintenance of a rear yard drainage system, will be recorded on the lot you are purchasing or purchased referenced above. Recordation of said Easement will occur after approval of said drainage system by Draper City which approval is specified in the "Public Utility Easement (PUE) License And Agreement" dated July 28, 2023, by and between Draper City and Fox Landing LLC.

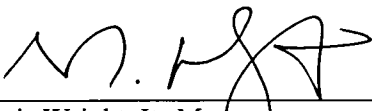
This Easement will obligate the Owner of the lot to maintain the portion of the drainage system on the Owner's lot at Owner's sole expense, and to allow and permit access across and through Owner's lot to third parties if Owner fails to maintain said drainage system.

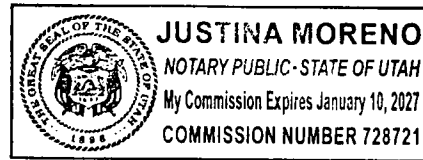
This Easement will also grant a reciprocal right to you, the property owner, for the protection of your property should a neighbor fail to maintain their portion of the drainage system, by granting to you and/or the HOA the right to enter their property to make repairs at their expense to protect your property.

Buyer hereby acknowledges and agrees to the benefits to Buyer's property and hereby agrees and consents to record said Declaration of Easement and PUE License Agreement.

BUYER/OWNER

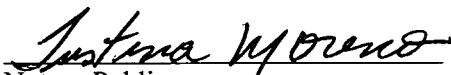
WRIGHT & ASSOCIATES, LLC

By: 
Travis Wright, Its Manager



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

On the 19 day of January, 2024, personally appeared before me TRAVIS WRIGHT, who proved on the basis of satisfactory evidence to be the person(s) whose name is subscribed to this instrument, and acknowledged he/she/they executed the same.

Witness my hand and official seal.

Notary Public

**FOX LANDING PHASE 3 SUBDIVISION, LOTS 301 through 308
REAR YARD DRAINAGE SYSTEM**

**NOTICE OF AND CONSENT TO RECORD EASEMENT
AND
APPROVE PUE LICENSE AGREEMENT**

FOX LANDING PHASE 3 SUBDIVISION, LOT 305

Notice is hereby given that a perpetual non-exclusive easement (Declaration of Easement) for access to and maintenance of a rear yard drainage system, will be recorded on the lot you are purchasing or purchased referenced above. Recordation of said Easement will occur after approval of said drainage system by Draper City which approval is specified in the "Public Utility Easement (PUE) License And Agreement" dated July 28, 2023, by and between Draper City and Fox Landing LLC.

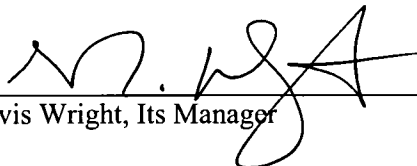
This Easement will obligate the Owner of the lot to maintain the portion of the drainage system on the Owner's lot at Owner's sole expense, and to allow and permit access across and through Owner's lot to third parties if Owner fails to maintain said drainage system.

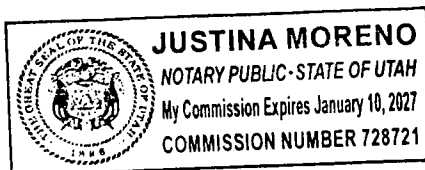
This Easement will also grant a reciprocal right to you, the property owner, for the protection of your property should a neighbor fail to maintain their portion of the drainage system, by granting to you and/or the HOA the right to enter their property to make repairs at their expense to protect your property.

Buyer hereby acknowledges and agrees to the benefits to Buyer's property and hereby agrees and consents to record said Declaration of Easement and PUE License Agreement.

BUYER/OWNER

WRIGHT & ASSOCIATES, LLC

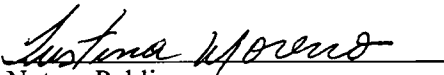
By: 
Travis Wright, Its Manager



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

On the 19 day of January, 2024, personally appeared before me TRAVIS WRIGHT, who proved on the basis of satisfactory evidence to be the person(s) whose name is subscribed to this instrument, and acknowledged he/she/they executed the same.

Witness my hand and official seal.


Notary Public

FOX LANDING PHASE 3 SUBDIVISION, LOTS 301 through 308
REAR YARD DRAINAGE SYSTEM

NOTICE OF AND CONSENT TO RECORD EASEMENT
AND
APPROVE PUE LICENSE AGREEMENT

FOX LANDING PHASE 3 SUBDIVISION, LOT 307-1

Notice is hereby given that a perpetual non-exclusive easement for access to and maintenance of a rear yard drainage system will be recorded on the lot you are purchasing or purchased referenced above. Recordation of said Easement will occur after approval of said drainage system by Draper City which approval is specified in the "Public Utility Easement (PUE) License And Agreement" dated July 28, 2023, by and between Draper City and Fox Landing LLC.

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Buyer hereby acknowledges and agrees to the benefits to Buyer's property and hereby agrees and consents to record said Easement and PUE License Agreement.

BUYER

Michael John Smith

signature

Michael John Smith

print name

BUYER

Whitney Ann Smith

signature

Whitney Ann Smith

print name

STATE OF UTAH)

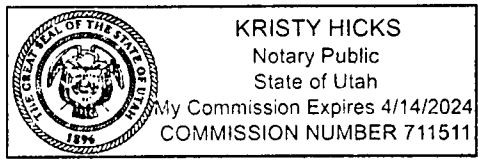
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COUNTY OF SALT LAKE)

On the 1 day of ~~August~~ ^{NOV.} 2023, personally appeared before me Michael John Smith
and Whitney Ann Smith, who proved on the basis of satisfactory evidence to be the
person(s) whose name is subscribed to this instrument, and acknowledged he/she/they executed the same.

Witness my hand and official seal.

[Signature]
Notary Public



**FOX LANDING PHASE 3 SUBDIVISION, LOTS 301 through 308
REAR YARD DRAINAGE SYSTEM**

**NOTICE OF AND CONSENT TO RECORD EASEMENT
AND
APPROVE PUE LICENSE AGREEMENT**

FOX LANDING PHASE 3 SUBDIVISION, LOT 308

Notice is hereby given that a perpetual non-exclusive easement (Declaration of Easement) for access to and maintenance of a rear yard drainage system, will be recorded on the lot you are purchasing or purchased referenced above. Recordation of said Easement will occur after approval of said drainage system by Draper City which approval is specified in the "Public Utility Easement (PUE) License And Agreement" dated July 28, 2023, by and between Draper City and Fox Landing LLC.


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Buyer hereby acknowledges and agrees to the benefits to Buyer's property and hereby agrees and consents to record said Declaration of Easement and PUE License Agreement.

BUYER/OWNER

WRIGHT & ASSOCIATES, LLC

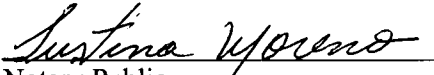
By: 
Travis Wright, Its Manager



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

On the 19 day of January, 2024, personally appeared before me TRAVIS WRIGHT, who proved on the basis of satisfactory evidence to be the person(s) whose name is subscribed to this instrument, and acknowledged he/she/they executed the same.

Witness my hand and official seal.


Notary Public