

When recorded return to:
Boyer Heber City, L.C.
90 West 400 South, Suite 200
Salt Lake City, Utah 84101

Ent 406269 Bk 1116 Pg 1374-1378
Date: 13-NOV-2014 10:36:20AM
Fee: \$19.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: BOYER HEBER CITY LC

Parcel ID Nos. _____

DECLARATION OF UTILITY EASEMENT

THIS DECLARATION OF UTILITY EASEMENT ("**Declaration**") is made as of the 29th day of October, 2014, by BOYER HEBER CITY, L.C., a Utah limited liability company ("**Declarant**").

WHEREAS, Declarant owns certain parcels of real property known as Lots 11 and 12 of Valley Station - Amended Subdivision as more particularly described on attached Exhibit "A" (individually a "**Lot**" and collectively the "**Lots**"); and

WHEREAS, Declarant desires to create an easement for utilities across a certain portion of Lot 11 for the benefit of Lot 12,

NOW, THEREFORE, in consideration of the premises, covenants, conditions, restrictions and encumbrances contained herein, Declarant hereby declares as follows:

1. Easement. Declarant hereby declares for the benefit of Lot 12 a perpetual non-exclusive easement over and across that portion of Lot 11 as described on attached Exhibit "B" (the "**Easement Area**") for the installation, operation, maintenance, service, repair, improvement and replacement of any and all underground utilities (the "**Utilities**"). The easement granted herein shall burden Lot 11 and benefit the respective Lot 12 owners and their heirs, successors and assigns. The owner and tenant of Lot 12 shall have the right to use the Easement Area for the purpose of installing, repairing and/or replacing their utility lines. In the event that the activities of such owner or tenant cause damage to any portion of Lot 11, including the Easement Area, such owner or tenant shall, in a timely manner and at its sole cost and expense, repair any such damage.

2. No Buildings or Barriers. Except as may be required by applicable law, no buildings or other structures shall be placed in or allowed to encroach upon the Easement Area, provided however, the Easement Area may be used for landscaping, parking, driveways, drive-aisles or other purposes that do not adversely interfere with the easement granted herein. Notwithstanding the foregoing, incidental, temporary encroachments upon the Easement Area which may occur in conjunction with construction, maintenance or repair of improvements shall be permitted, so long as such construction, maintenance or repair is being diligently pursued, and temporary blockage of certain areas shall be permitted if such blockage is deemed reasonably necessary by the Lot 11 owner to prevent a public dedication of an easement or access right.

3. Indemnification. The owner of Lot 12 shall indemnify, defend and hold the owner of Lot 11 harmless from and against all liens, claims, liabilities, judgments, expenses (including reasonable attorneys' fees) or damages ("**Claims**") arising out of or relating to the use of the Easement Area by the

owner of Lot 12 and its invitees, guests, lessees or customers unless and to the extent that such Claims are not the result of the negligence, intentional or willful acts or omissions of the owner of Lot 11.

4. No Gift or Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for the general public or for any public purposes whatsoever, it being the intention that this Declaration be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Easement Area, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission, and subject to the control of the owner of the Lot 11. Notwithstanding any other provisions herein to the contrary, the owner of Lot 11 may periodically restrict ingress and egress from the Easement Area in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such at time as to have a minimum effect on the parties.

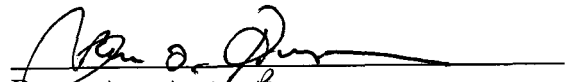
5. Covenant Running With Land/Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Declaration shall bind and inure to the benefit of the respective Lot owners and their respective heirs, representatives, lessees, successors and assigns, and all claiming by, through or under the Lot owners or their heirs, successor and/or assigns.

6. Governing Law and Attorneys' Fees. This Declaration shall be construed and enforced in accordance with the laws of the State of Utah. If any legal action or other proceeding is brought for the enforcement of this Declaration, or because of a dispute or alleged breach, default, or misrepresentation in connection with any of the provisions of this Declaration, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date set forth above.

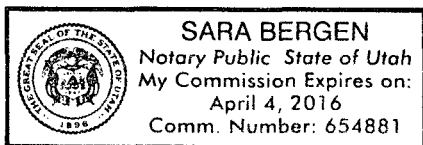
BOYER HEBER CITY, L.C.
a Utah limited liability company

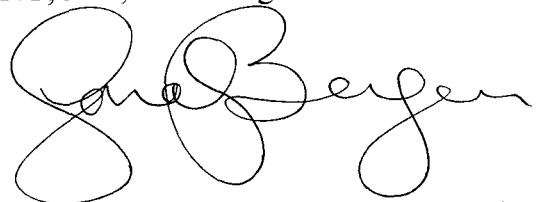
By: THE BOYER COMPANY, L.C.
Its: Manager


By: Jacob L. Boyer
Its: manager

STATE OF UTAH
COUNTY OF SALT LAKE

On the 29th day of October, 2014 personally appeared before me Jacob L. Boyer who duly acknowledged to me that he executed the foregoing document as Manager of THE BOYER COMPANY, L.C., the Manager of BOYER HEBER CITY, L.C.





Notary Public

EXHIBIT "A"
Lot Descriptions

Lot 11 Valley Station – Amended Subdivision Amending Lots 10, 11 and 12 of Valley Station as recorded in the Office of the Wasatch County Recorder

Lot 12 Valley Station – Amended Subdivision Amending Lots 10, 11 and 12 of Valley Station as recorded in the Office of the Wasatch County Recorder

EXHIBIT "B"
Easement Areas

**Valley Station
Utility Easement**

October 7, 2014

A 10.00 foot wide easement for Waterline facilities being 5.0 feet each side of the following described centerline:

A part of Lot 12 of Valley Station Subdivision lying within the Northeast Quarter of Section 7, Township 4 South, Range 5 East, Salt Lake Base and Meridian, U.S. Survey in Heber City, Wasatch County, Utah:

Beginning at a point in the Center of an access driveway on the Southerly Line of Lot 1 of said Subdivision located 226.92 feet South 0°06'02" East along the Section Line, and 566.68 feet South 89°53'58" West from the Northeast Corner of said Section 7; and running thence South 34°38'28" East 31.16 feet; thence South 52°11'22" West 48.90 feet to the endpoint of this easement centerline at a point on a future Lot Line.

Note: The sidelines of the above described easement are to be lengthened or shortened to exactly match the Lot Lines.

**Valley Station
Utility Easement**

October 7, 2014

A 10.00 foot wide easement for Sewerline facilities being 5.0 feet each side of the following described centerline:

A part of Lot 12 of Valley Station Subdivision lying within the Northeast Quarter of Section 7, Township 4 South, Range 5 East, Salt Lake Base and Meridian, U.S. Survey in Heber City, Wasatch County, Utah:

Beginning at a point in the Center of an access driveway on the Southerly Line of Lot 1 of said Subdivision located 217.02 feet South 0°06'02" East along the Section Line, and 553.34 feet South 89°53'58" West from the Northeast Corner of said Section 7; and running thence South 37°48'38" East 27.54 feet; thence South 16°20'52" West 24.32 feet; thence South 52°11'22" West 56.05 feet to the endpoint of this easement centerline at a point on a future Lot Line.

Note: The sidelines of the above described easement are to be lengthened or shortened to exactly match the Lot Lines.