

When Recorded Return To:

Colin Fryer
Red Cliffs Lodge
Milepost 14, Highway 128
Moab, Utah 84532

Grantee's Address:

The Nature Conservancy
559 East South Temple
Salt Lake City, UT 84106

Ent 495095 Bk 760 Pg 994 —
Date: 07-JUN-2010 2:29:29PM 1000
Fee: \$27.00 Charge
Filed By: JAC
MERLENE MOSHER DALTON, Recorder
GRAND COUNTY CORPORATION
For: SOUTH EASTERN UTAH TITLE COMPAN
Y

COURTESY RECORDING

This document is being recorded solely as courtesy and an accommodation to the parties named herein. South Eastern Utah Title hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

Space above for County Recorder's Use

[PARCEL I.D. # _____]

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("Agreement") is made effective as of this 27 day of May, 2010 (the "Effective Date"), by and among Colin Fryer, d.b.a. Red Cliffs Lodge ("Grantor"), and The Nature Conservancy, District of Columbia nonprofit corporation ("Grantee") (Grantor and Grantee are referred to collectively as the "Parties" and individually as a "Party"), with reference to the following:

- A. Grantor is the owner of certain real property located in Grand County, Utah, which is more particularly described on Exhibit A ("Grantor Parcel").
- B. Grantee is the owner of certain real property located in Grand County, Utah, which is more particularly described on Exhibit B ("Grantee Parcel"). The Grantor Parcel and the Grantee Parcel are adjacent and the most practical manner to access the Grantee Parcel is by crossing the Grantor Parcel.
- C. Grantor and Grantee desire to create an access easement across those portions of the Grantor Parcel described on Exhibit C ("Easement Property") to allow Grantee to access the Grantee Parcel in accordance with the terms of this Agreement.
- D. As of the Effective Date, Grantee is also granting a horse trail easement across its property to Grantor upon similar terms and conditions.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Grantor and Grantee agree as follows:

- 1. Grant of Easement. Grantor grants to Grantee a non-exclusive easement ("Easement") on, over, across, and through the Easement Property for the limited purpose specified in this Agreement.

2. Use of Easement. Grantee shall have the right to use the Easement Property only for pedestrian and equestrian access to the Grantee Parcel. Grantee's use of the Easement Property shall be confined to the existing trail that is currently located on the Easement Property. No motorized vehicles or overnight camping shall be allowed on the Easement Property.

3. Runs with the Land; Not a Public Dedication. The Easement shall benefit and run with the Grantee Parcel, and shall burden the Grantor Parcel, subject to the default provisions below. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Grantor Parcel to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.

4. Indemnification. In addition to any other rights or remedies granted to the Parties under this Agreement, Grantee or its successors and assigns hereby indemnifies and agrees to hold Grantor harmless from and against any loss, cost, damage or expense, including claims for death or injury to person or damage to property, and including without limitation attorneys' fees and court costs, which may arise out of or in connection with or by reason of the use of the Easement Property by Grantee.

5. Default. Failure by Grantee to observe and perform any term or condition of this Agreement, where such failure continues or is repeated after delivery of written notice thereof by Grantor to Grantee, shall constitute a default under this Agreement by Grantee. In the event of any such default, Grantor may, without limiting Grantor in the exercise of any right or remedy at law or in equity which Grantor may have by reason of such default or breach, terminate the Easement, in which case Grantee shall immediately surrender possession and/or use of the Easement Property to Grantor.

6. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant, or other provision herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant, or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.

7. Integration. This Agreement contains the entire agreement between the Parties with respect to the Easement granted herein. This Agreement cannot be altered or otherwise amended except pursuant to an instrument in writing signed by both Parties.

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

9. No Partnership. The Parties 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.

10. Further Action. The Parties shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

13. Authority. The individuals who execute this Agreement represent and warrant that they are duly authorized to execute this instrument on behalf of each Party and that no other signature, act, or authorization is necessary to bind the Parties to this Agreement.

Executed to be effective as of the date and year first above written.

GRANTOR:



Colin Fryer,
d.b.a. Red Cliffs Lodge

GRANTEE:

The Nature Conservancy,
a District of Columbia nonprofit corporation

By: 

Print Name: Dave Kusin

Title: 6/2/10

Utah State Director

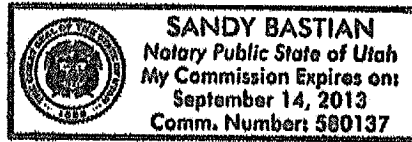
STATE OF UTAH)
 : ss.
COUNTY OF GRAND)

The foregoing instrument was acknowledged before me this 27th day of MAY, 2010, by Colin Fryer, d.b.a. Red Cliffs Lodge.

Sandy Bastian
Notary Public
Residing at: MORAB, UTAH

My Commission Expires:

SEPT 14, 2013



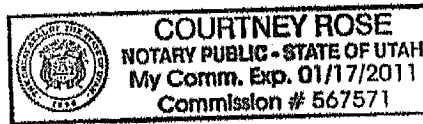
STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 2nd day of June, 2010, by David Livermore, the Utah State Director of The Nature Conservancy, a nonprofit corporation.

Courtney Rose
Notary Public
Residing at: SLC, UT

My Commission Expires:

01/17/2011



Ent 495095 Bk 0760 Pg 0997

**EXHIBIT A
TO
ACCESS EASEMENT AGREEMENT**

GRANTOR PROPERTY DESCRIPTION

Township 25 South, Range 22 East, SLB&M

Parcel C, Red Cliffs Ranch PUD.

Ent 495095 Bk 0760 Pg 0998

**EXHIBIT B
TO
ACCESS EASEMENT AGREEMENT**

GRANTEE PROPERTY DESCRIPTION

Township 25 South, Range 22 East, SLB&M

Section 2: Lots 1-3, S½NE¼

Ent 495095 Bk 0760 Pg 0999

**EXHIBIT C
TO
ACCESS EASEMENT AGREEMENT**

EASEMENT PROPERTY

The real property referenced in the foregoing instrument as the Easement Property is located in Grand County, Utah and more particularly described as:

A 10 FT. WIDE TRAIL EASEMENT, 5.0 FT. EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE IN SECTION 35, T 24 S, R 22 E, SLM, GRAND COUNTY, UTAH:

BEGINNING AT A POINT ON THE SOUTH R-O-W OF HIGHWAY 128, SAID POINT BEARS S 52°11'E 1929.0 FT. FROM THE NORTH 1/4 CORNER SECTION 35, T 24 S, R 22 E, SLM, AND PROCEEDING THENCE WITH SAID CENTERLINE OF EASEMENT S 49°14'W 235.5 FT., THENCE S 27°10'W 44.8 FT., THENCE S 09°16'W 45.8 FT., THENCE S 06°14'E 51.2 FT., THENCE S 19°32'E 46.7 FT., THENCE S 35°33'E 53.6 FT., THENCE S 56°32'E 37.8 FT., THENCE S 38°42'E 50.0 FT., THENCE S 04°01'W 45.3 FT., THENCE S 19°14'W 113.7 FT., THENCE S 04°00'E 136.5 FT., THENCE S 18°11'E 100.7 FT., THENCE S 09°43'E 54.9 FT., THENCE S 12°57'W 180.7 FT., THENCE S 02°33'W 48.1 FT., THENCE S 13°5'E 31.6 FT. TO THE SOUTH LINE OF THE FRYER PROPERTY, THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

Ent 495095 Bk 0760 Pg 1000