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Mary Ann Trussell, Summit County Utah Recorder

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By High Country Title

Electronically Recorded

WHEN RECORDED, MAIL TO:

Mark Longshore

P.O. Box 709

Meredith, NH 03253

AMENDED GRANT AND AGREEMENT FOR ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS: that the undersigned owner of those certain properties identified as Parcels 1 and 2 in Exhibit A, attached hereto and incorporated herein (“Servient Estates”), hereby grants to the owners of those certain properties identified as Parcels 3, 4, 5, 6 and 7 in Exhibit B, attached hereto and incorporated herein (“Dominant Estates”), together with their respective and separate successors, assigns, agents and invitees, an exclusive right of way for ingress and egress and for the installation and maintenance of utility services to the Dominant Estates, to be located over, upon and across the Servient Estates along the course described in Exhibit C, attached hereto and incorporated herein (“Access Easement”). Provided, however, in the event the modification of such grant is necessary to enable any public or quasi-public utility provider to facilitate a utility service to any of the Dominant or Servient Estates, the parties hereto shall modify this Grant and Agreement accordingly.

1. Except as may be necessary for each party to preserve their respective property rights, or in the event of emergency, or to comply with any law, the Servient Estates holders shall not act or fail to act in the use of the Servient Estates so as to cause loss, damage or obstruction to the easement or its facilities or the use thereof by the Dominant Estates holders. Nor shall the Dominant Estates holders act or fail to act in the use of the Access Easement or its facilities so as to cause loss, damage or obstruction to the Servient Estates. The Servient Estates holders shall have right to use the Access Easement for access to the Servient Estates and for all purposes otherwise incident to ownership of the Servient Estates and not injurious to the access rights of the Dominant Estates holders.

2. The Dominant Estates holders shall perform all improvements upon the Access Easement for access purposes, and shall maintain the Access Easement and any improvements thereupon in a first-class manner. The Dominant Estates holders shall immediately repair, replace and restore to at least pre-existing condition any area of the Servient Estates outside the Access Easement which is, or has been excavated, graded, removed, disrupted or otherwise altered or damaged by the Dominant Estates holders pursuant to the exercise of the rights described herein.

3. The Dominant Estates holders, their agents and invitees shall indemnify and hold harmless the Servient Estates holders from any and all claims and liability for injury and property loss arising from the use of the Access Easement as intended hereby, to the extent not attributable to the negligence of the Servient Estates holders, including any attorney fees and costs incurred by the Servient Estates holders in enforcing this indemnification.

4. In the event either party incurs attorney fees or court costs in order to enforce the rights and obligations established by this Agreement, by whatever means, the prevailing party in such

adjudication shall be awarded its reasonable costs and attorney fees, including those incurred on appeal.

5. The provisions of this Agreement shall create no rights nor obligations of use, access or permit beyond that expressly stated, and which are reasonably necessary to accomplish the purposes and intent hereof.

6. The benefit and burden of the Access Easement granted herein shall be appurtenant to the parties' respective properties, and shall be binding upon their successors and assigns, as well as the agents, invitees, or other occupants or users of the parties' respective properties, however designated or in whatever representative capacity.

7. The duration of the Access Easement granted hereby shall be perpetual unless and until terminated by agreement of the then present owners of the Dominant Estates and Servient Estates, or by judicial decree.

Servient Estates - Parcels 1 & 2:

OAKLEY PROPERTIES, LLC, a Utah limited liability company

By:  _____

Mark Longshore

Its: Managing Member

Dated: 30th November, 2016

New Hampshire
STATE OF ~~UTAH~~)
: ss.
County of ~~Summit~~)
Belknap

On this 30th day of November, 2016, personally appeared before me Mark Longshore, whose identity is known to me, or proved to me on the basis of satisfactory evidence, and who by me duly sworn, did say that he is the Managing Member of Oakley Properties, LLC, and that the foregoing Agreement was signed on behalf of said entity by authority of and in compliance with its governing documents.



 _____
Notary Public

**AMENDED GRANT AND AGREEMENT
FOR ACCESS EASEMENT**

EXHIBIT A

SERVIENT ESTATES

Parcel 1

Commencing at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 19, Township 1 South Range 6 East, Salt Lake Base and Meridian; and running thence South 32 rods; thence East 80 rods; thence North 32 rods; thence West 80 rods to the place of beginning.

EXCEPTING therefrom those portions lying within Utah State Highway 189 on the North.

Summit County Tax Serial Number: CD-235

Parcel 2

Commencing at a point 32 rods South from the Northwest corner of the Southwest quarter of the Northwest quarter of Section 19, Township 1 South Range 6 East, Salt Lake Base and Meridian; and running thence South 32 rods; thence East 80 rods; thence North 32 rods; thence West 80 rods to the place of beginning.

Summit County Tax Serial Number: CD-222

**AMENDED GRANT AND AGREEMENT
FOR ACCESS EASEMENT**

EXHIBIT B

DOMINANT ESTATES

Parcel 3

Commencing at a point which is 64 rods South of the Northwest corner of the Southwest quarter of the Northwest quarter of Section 19, Township 1 South Range 6 East, Salt Lake Base and Meridian; and running thence South 32 rods; thence East 80 rods; thence North 32 rods; thence West 80 rods to the place of beginning.

Portions of Summit County Tax Serial Number: CD-222-A

Parcel 4

Commencing at a point which is 96 rods South of the Northwest corner of the Southwest quarter of the Northwest quarter of Section 19, Township 1 South Range 6 East, Salt Lake Base and Meridian; and running thence South 32 rods; thence East 80 rods; thence North 32 rods; thence West 80 rods to the place of beginning.

Portions of Summit County Tax Serial Number: CD-222-A

Parcel 5

Commencing at a point which is 128 rods South of the Northwest corner of the Southwest quarter of the Northwest quarter of Section 19, Township 1 South Range 6 East, Salt Lake Base and Meridian; and running thence South 32 rods; thence East 80 rods; thence North 32 rods; thence West 80 rods to the place of beginning.

Portions of Summit County Tax Serial Number: CD-222-A

Parcel 6

A tract of land beginning at the Southwest corner of Section 19, Township 1 South Range 6 East, Salt Lake Base and Meridian; and running thence North 80 rods; thence East 63 rods; thence Southwesterly to a point 30 rods East of the point of beginning; thence West 30 rods to the point of beginning.

Summit County Tax Serial Number: CD-222-B

Parcel 7

A tract of land beginning at the Northwest corner of Section 30, Township 1 South, Range 6 East, Salt Lake Base and Meridian, and running thence East 30 rods; thence Southwesterly to a point 67 rods South and 18 rods East of the point of beginning; thence West 18 rods; thence North 67 rods to the point of beginning.

Summit County Tax Serial Number: CD-323

**AMENDED GRANT AND AGREEMENT
FOR ACCESS EASEMENT**

EXHIBIT C

ACCESS EASEMENT DESCRIPTION

Beginning at the center of an existing driveway on the North property line of Parcel CD-235, Summit County, Utah, said driveway being South 89°59'40" East 263.49 feet from the Northwest corner of the Southwest corner of the Northwest corner of Section 19, Township 1 South, Range 6 East, Salt Lake Base & Meridian; thence along the center line of existing driveway; said easement 35 feet each side of described center line the following 7 courses:

1. South 06° 41'12" East 13.75 feet;
2. Along a curve to the right with a radius of 85.00 feet and running 101.92 feet;
3. South 62°00'51" West 184.28 feet;
4. Along a curve to the left with a radius of 50.00 feet and running 85.94 feet;
5. South 36°28'06" East 104.91 feet;
6. Along a curve to the right with a radius of 50.00 feet and running 59.98 feet;
7. South 32°16'01" West 151.66 feet±

to the South boundary line of Parcel CD-235; thence continuing parallel 70 feet East of the West boundary line of Parcel CD-222 to the South boundary of Parcel CD-222±. Excepting therefrom any part thereof West of the Westerly property line of Parcel CD-235.

EXHIBIT 'C' ACCESS EASEMENT

PARCEL CD-235 & CD-222 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 19,
TOWNSHIP 1 SOUTH, RANGE 6 EAST, S.L.B. & M.

COUNTY OF SUMMIT
SCALE: 1" = 200'

UTAH
NOVEMBER, 2016

STATE ROAD 32

