

WHEN RECORDED, MAIL TO:
Mark Longshore
1776 Park Ave. No. 4
Box 120
Park City, UT 84060

01059108 B: 2386 P: 1032

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Mary Ann Trussell, Summit County Utah Recorder
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By High Country Title
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AMENDED GRANTS AND AGREEMENT FOR COMMON ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS: that the undersigned owners of those certain properties variously identified below as the "Servient Estate(s)" hereby grant to the owners of those certain properties variously identified below as the "Dominant Estate(s)," altogether described in Exhibit A, attached and incorporated herein, together with their respective successors, assigns, agents and invitees, an exclusive right of way for ingress and egress and for the installation of utilities to the Dominant Estates, to be located over, upon and across the respective Servient Estates along the course described in Exhibit B, attached 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 utility service to any of the Dominant or Servient Estates, the parties shall modify this Grant and Agreement accordingly.

First Grant: The owner of Parcel 1, as described in Exhibit A, as Servient Estate holder, hereby grants to the owners of Parcels 2, 3, 4 and 5, also described in Exhibit A, as Dominant Estates holders, right of access upon that portion of the Access Easement which traverses Parcel 1 for ingress and egress to Parcels 2, 3, 4 and 5.

Second Grant: The owner of Parcel 2, as Servient Estate holder, hereby grants to the owners of Parcels 3, 4 and 5, as Dominant Estates holders, right of access upon that portion of the Access Easement which traverses Parcel 2 for ingress and egress to Parcels 3, 4 and 5.

Third Grant: The owner of Parcel 3, as Servient Estate holder, hereby grants to the owners of Parcel 4 and 5, as Dominant Estate holders, right of access upon that portion of the Access Easement which traverses Parcel 3 for ingress and egress to Parcels 4 and 5.

Fourth Grant: The owner of Parcel 4, as Servient Estate holder, hereby grants to the owner of Parcel 5, as Dominant Estate holder, right of access upon that portion of the Access Easement which traverses Parcel 4 for ingress and egress to Parcel 5.

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 parties, in their respective capacities as 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 parties, in their respective capacities as Dominant Estate 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 parties, in their capacities as Servient Estate holders, shall have right to use the Access Easement for access to their respective properties and for all purposes otherwise incident to the ownership thereof which are not injurious to the access rights of the other Dominant Estates holders.

2. The owners of Parcels 1, 2, 3, 4 and 5 shall construct such manner of roadway upon the Access Easement and make any other improvements thereupon necessary to facilitate their use thereof, as the majority of said owners shall determine is appropriate, and shall maintain such improvements in a first-class manner. The Dominant Estates holders, in such capacity, shall immediately repair, replace and restore to at least pre-existing condition any area of any 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 their access rights.

3. The Dominant Estates holders, each of them in such capacity, together with their agents and invitees shall indemnify and hold harmless the Servient Estates holders, each of them in such capacity, 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 any party hereto 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 unanimous agreement of the then present owners of the Dominant Estates and Servient Estates, or by judicial decree.

Owner of Parcels 1, 2, 3, 4 and 5 in the respective capacities of Dominant and Servient Estates holders:

EAGLE WATCH, LLC, a Utah limited liability company

By: MR [Signature]
Mark Longshore

Its: Managing Member

Dated: 30th November, 2016

STATE OF ~~UTAH~~ New Hampshire)
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 Eagle Watch, LLC, and that the foregoing Grants and Agreement was signed on behalf of said entity by authority of and in compliance with its governing documents.





Notary Public

**AMENDED GRANTS AND AGREEMENT
FOR
COMMON ACCESS EASEMENT**

EXHIBIT A

Parcel 1:

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 2:

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 3:

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 4:

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 5:

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 GRANTS AND AGREEMENT
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EXHIBIT B

ACCESS EASEMENT DESCRIPTION

Beginning at the South boundary line of Parcel CD-222; thence continuing parallel 70 feet East of the West boundary line of Parcels CD-222-A and CD-222-B, along the following four courses:

1. South 00°41'12" East 267.84 feet;
2. South 00°28'20" West 1346.96 feet;
3. South 82°20'44" East 12.86 feet;
4. South 00°03'52" East 1344.37 feet±

to the North boundary of Parcel CD-323±.

EXHIBIT 'B' ACCESS EASEMENT

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

COUNTY OF SUMMIT
SCALE: 1" = 400'

UTAH
NOVEMBER, 2016

