

When Recorded, Mail To:

CW LARSEN VILLAGE, LLC  
Attn: Legal Department  
1222 W. Legacy Crossing Blvd., STE 6  
Centerville, UT 84014

**01137691 B: 2586 P: 1287**

Page 1 of 11

Rhonda Francis Summit County Recorder  
07/30/2020 02:52:52 PM Fee \$40.00  
By Cottonwood Title Insurance Agency, Inc.  
Electronically Recorded

Tax Parcel Nos.: See Exhibit C

SCVC-14 & SCVC-15

*(Space Above for Recorder's Use Only)*

**CROSS-ACCESS AND TRAIL EASEMENT AGREEMENT**

THIS CROSS-ACCESS AND TRAIL EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of the ~~30<sup>th</sup>~~ day of July, 2020, by and between STRATA SCV INVESTMENTS, LC, a Utah limited liability company ("**Strata**"), and CW LARSEN VILLAGE, LLC, a Utah limited liability company ("**CW Larsen**"). The Parties may be referred to herein collectively as "**Parties**" or, individually, each a "**Party**".

**RECITALS**

A. Strata is the fee simple owner of those certain parcels of real property located in Summit County, State of Utah, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference ("**Strata Property**").

B. CW Larsen is the fee simple owner of those certain parcels of real property located in Summit County, State of Utah, as more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference ("**CW Larsen Property**").

C. Strata and CW Larsen desire to convey to each other a permanent, non-exclusive cross-access easement and a permanent, non-exclusive trail easement over those portions of both the Strata Property and CW Larsen Property as more particularly described on **Exhibit "C"** attached hereto and incorporated herein by this reference ("**Easement Property**").

D. The Parties desire to enter into this Agreement for the purpose of evidencing their respective rights and obligations in connection with the Easement Property.

NOW, THEREFORE, for and in consideration of ten and 00/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant of Easement. The Parties hereby give, grant, and convey, unto each other, their successors and assigns, a permanent, cross-access easement and trail easement (each an “**Easement**” and collectively the “**Easements**”) on, under, across, or over the Easement Property for the purpose hereinafter stated, subject to the terms, conditions, and limitations set forth herein. The Easement does not include the right to enter on neither the Strata Property nor the CW Larsen Property without the prior written permission of the applicable property owner, which permission may be reasonably withheld, to discharge storm waters on, or install any landscaping, irrigation systems, buildings, utilities, structures or other improvements on, under, across, or over, either the Strata Property or the CW Larsen Property.

3. Purpose of Easement.

a. Cross-Access Portion. Grant a permanent reciprocal non-exclusive cross-access and temporary construction easement over, on, upon, and across the Easement Property for the benefit of each Party, their successors and assigns. The Easement is established for the purpose of ingress and egress. Additionally, each Party is hereby granted the ability to enter upon the other Party’s property and construct any and all required improvements within the Easement Property to construct a hammerhead turnaround. Upon completion of each Party’s improvements for their respective portion of the hammerhead turnaround, the temporary construction easement shall automatically terminate, and the cross-access easement shall remain in full force and effect. During construction of the hammerhead turnaround, neither Party, nor their successors, assigns, heirs, contractors, subcontractors, agents, nor any other similar individual or entity, shall unreasonably interfere with the other Party’s improvement activities.

b. Trail Portion. Grant a permanent non-exclusive access easement over, on, upon, and across the Easement Property. The Easement is established for quiet, non-motorized, passive recreational trail purposes, such as walking, hiking, jogging, and running. Should any question arise regarding the propriety of a public use of the Easement Property not listed above, either Strata or CW Larsen shall have the right to regulate or restrict said use. In the event of disagreement between Strata and CW Larsen, the more restrictive interpretation shall prevail. Within the Easement Property, no structures shall be erected by either Party, other than one lean-to or other open-air shelter, not to exceed 150 sq. ft. in footprint; provided, however, that said structure shall be erected only with the written consent of the Parties at the time of construction and will remain thereafter permitted.

4. Rights of The Parties. The Parties shall have the right to use the Easement Property, as each Party may determine in their reasonable discretion. Notwithstanding the foregoing, neither Party shall not interfere with the purpose as stated in Section 3.

5. Non-Exclusive Easement. The Easement granted herein is non-exclusive, and each Party reserves unto itself, its successors and assigns, the right to use, pass and repass over and upon the Easement Property in any manner that is consistent with the purpose of the Easement granted herein.

6. Indemnification. The Parties agrees to defend, indemnify and hold harmless each other from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation, attorney fees, arising from either Party's use of the Easement Property or from the exercise by either Party of any rights granted by this Agreement; excepting, however, that a Party shall not be indemnified, saved, defended or kept free and harmless from any loss or liability resulting from said Party's own negligence or the negligence of either Party's contractors, employees, or agents.

7. Amendment. This Agreement may be modified or amended only upon the mutual written consent of the Parties, or the Parties' respected legal representatives, successors or assigns, and any such amendment shall become effective only upon the recording of the same in the Public Records of Summit County, Utah.

8. Benefits, Burdens, and Parties. All benefits and burdens arising under this Agreement shall run in favor of The Parties, and their respective successors and assigns, and shall run with title to the Easement Property.

9. Governing Law; Venue. The Parties acknowledge that this Agreement was entered into in the State of Utah. This Agreement shall be construed and governed in accordance with the laws of the State of Utah without giving effect to any choice of laws or rules thereof that may direct the application of laws of another jurisdiction. Venue for any legal action arising under this Agreement shall be in the district court in Salt Lake County, Utah.

10. Paragraph Headings and Severability of Terms. The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify or be used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof. If any provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Agreement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

11. Attorney Fees. Both Parties expressly agree that each shall bear the cost of its own attorney fees, paralegal fees, and other professional fees, and costs incurred incidental thereto, for any action (including those incurred before or at trial or any re-hearing or appeal) arising out of or in connection with this Agreement.

12. Enforcement. If either or both Parties fail to perform or breaches any obligation, requirement, duty or covenant contained herein, the other non-defaulting Party shall have the right, at its own option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein to bring an action for specific performance in a court of competent jurisdiction. The failure to enforce any other terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

13. Entire Agreement. This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement.

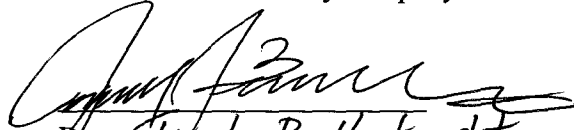
14. Effective Date. The Effective Date of this Agreement is the last date this Agreement is executed by the Parties.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Strata has executed this Agreement as of the Effective Date.

STRATA

STRATA SCV INVESTMENTS, LC,  
a Utah limited liability company

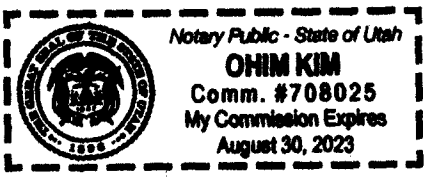
  
By: Jacob Ballstaedt  
Its: Manager  
Date: 7-29-2020

State of Utah                    )  
  §  
County of Salt Lake        )

On this 29<sup>th</sup> day of July, 2020, before me, Ohim Kim a notary public, personally appeared Jacob Ballstaedt, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

  
\_\_\_\_\_  
(notary signature)



(seal)

IN WITNESS WHEREOF, the CW Larsen has executed this Agreement as of the Effective Date.

CW LARSEN

CW LARSEN VILLAGE, LLC,  
a Utah limited liability company

Colin Wright  
By: Colin Wright  
Its: manager  
Date: 7/30/2020

State of Utah )  
  §  
County of Davis )

On this 30 day of July, 2020, before me, Stephanie Heiner a notary public, personally appeared Colin Wright, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

Stephanie Heiner  
(notary signature)



(seal)

**EXHIBIT "A"**  
**STRATA PROPERTY**

LOT 14 SILVER CREEK VILLAGE CENTER SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON  
FILE IN THE SUMMIT COUNTY RECORDER'S OFFICE. CONT. 3.12 AC.

Parcel No. SCVC-14

**EXHIBIT "B"**  
**CW LARSEN PROPERTY**

LOT 15 SILVER CREEK VILLAGE CENTER SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON  
FILE IN THE SUMMIT COUNTY RECORDER'S OFFICE. CONT. 1.24 AC.

Parcel No. SCVC-15



**EXHIBIT "C"**  
**EASEMENT PROPERTY**

**ACCESS EASEMENT**

An easement lying within, in the Northwest quarter of Section 22, Township 1 South, Range 4 East, Salt Lake Base & Meridian, Summit County, Utah more particularly described as follows:

Commencing at the northwest corner of said Section 22, a found stone and running thence South 89°43'02" East 1,701.12 feet along the northerly line of said Section 22 and thence South 00°16'58" West 497.15 feet to the true Point of Beginning, and running thence North 89°54'51" East 20.00 feet; thence South 00°05'09" East 20.50 feet to a point on a 28.00 foot radius curve to the left, the center of which bears North 89°54'51" East; thence Southeasterly 43.98 feet along the arc of said curve through a central angle of 90°00'00" (chord bears South 45°05'09" East 39.60 feet); thence North 89°54'51" East 71.50 feet; thence South 00°05'09" East 23.12 feet; thence South 89°54'51" West 71.47 feet to a point on a 28.01 foot radius non-tangent curve to the left, the center of which bears South 00°06'31" East; thence Southwesterly 43.98 feet along the arc of said curve through a central angle of 89°57'17" (chord bears South 44°54'51" West 39.60 feet); thence South 00°00'25" East 20.40 feet; thence South 89°54'51" West 20.00 feet; thence North 00°05'09" West 120.02 feet to the Point of Beginning.

Containing 5,039 square feet, more or less.

This easement is contained within Parcels SCVC-14 & SCVC-15

**SCVC-14 & SCVC-15 TRAIL EASEMENT**

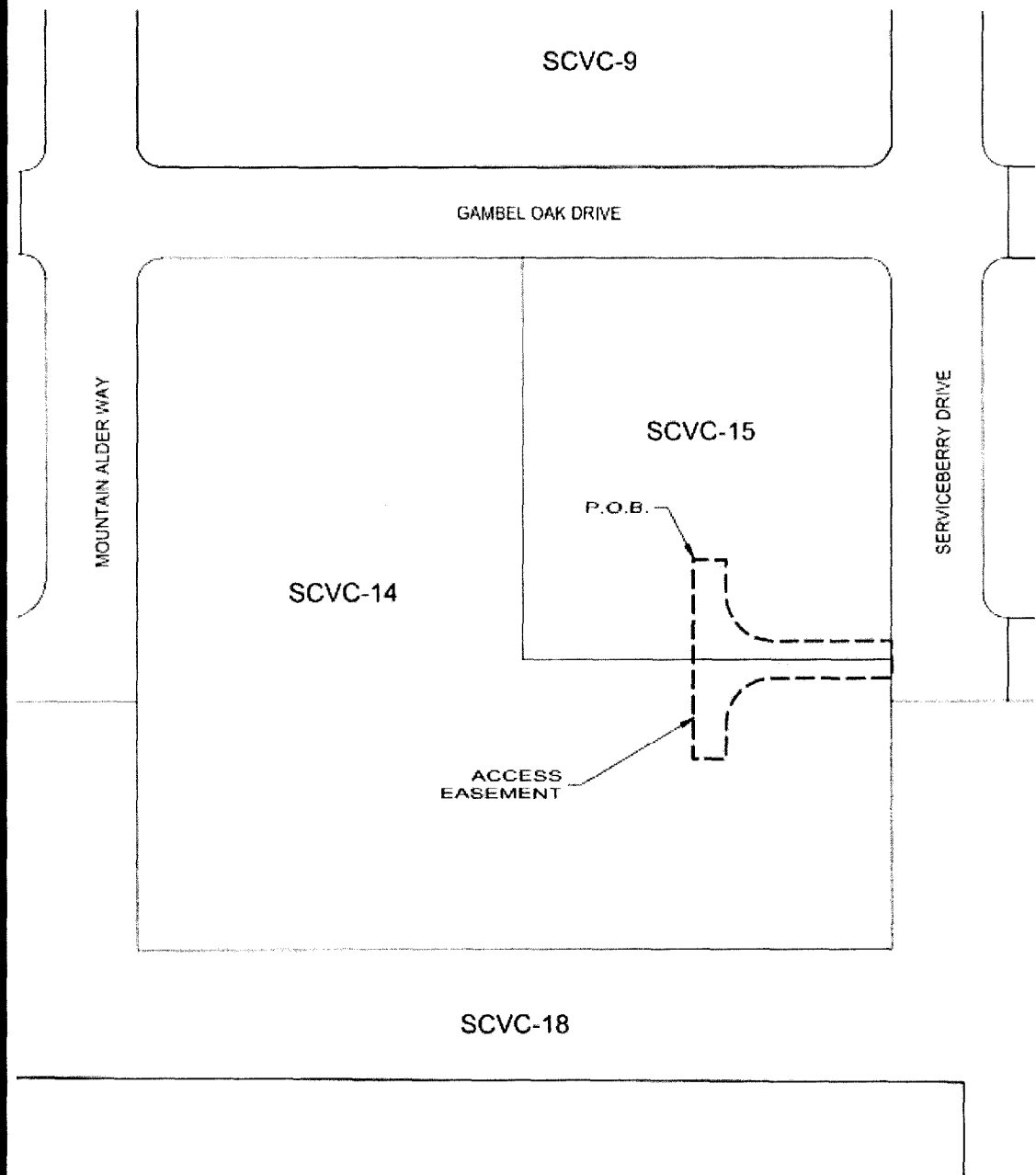
An easement lying within, in the Northwest quarter of Section 22, Township 1 South, Range 4 East, Salt Lake Base & Meridian, Summit County, Utah more particularly described as follows:

Commencing at the northwest corner of said Section 22, a found stone and running thence South 89°43'02" East 1,592.45 feet along the northerly line of said Section 22 and thence South 00°16'58" West 315.45 feet to the true Point of Beginning, and running thence North 89°54'51" East 9.00 feet; thence South 00°05'09" East 242.50 feet; thence South 89°54'51" West 9.00 feet; thence North 00°05'09" West 242.50 feet to the Point of Beginning.

Containing 2,182 square feet, more or less.

This easement is contained within Parcels SCVC-14 & SCVC-15

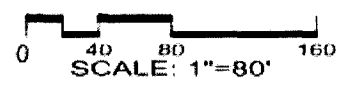
# SILVER CREEK VILLAGE CENTER ACCESS EASEMENT



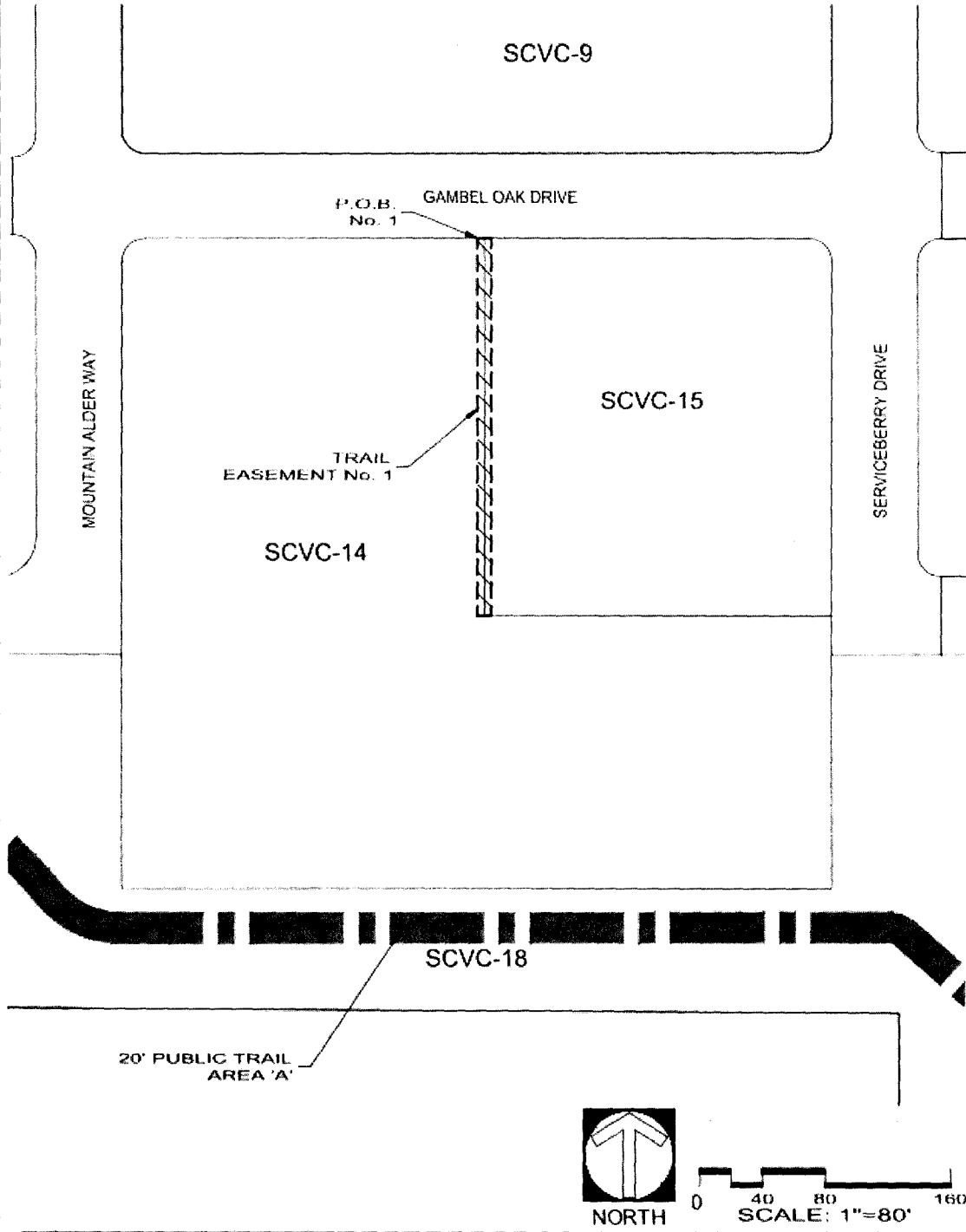
file name: SCVC-13-15-16 Trial-Access-Snow Easements.dwg | plot date: July 06, 2020 | plotted by: beccanour  
path: C:\Users\beccanour\MDS Dropbox\Projects\07 SCVC LOY 13-15\05\_Survey\04 MISC EASEMENTS



NORTH



SILVER CREEK VILLAGE CENTER  
TRAIL EASEMENT



file name: SCVC-13-15-16\_Trial-Access-Snow\_Easements.dwg | plot date: July 08, 2020 | plotted by: boccanour  
path: C:\Users\boccanour\My Documents\Projects\SCV LDI 13-15-16\_Survey\01\_MISC\_EASEMENTS