

**ENTRY NO. 01217426**

03/27/2024 11:50:27 AM B: 2813 P: 0419

Easements PAGE 1/11  
RHONDA FRANCIS, SUMMIT COUNTY RECORDER  
FEE 40.00 BY LRH, INC



**WHEN RECORDED RETURN TO:**

Trail Ridge Partners, LLC  
4942 Fairview Dr.  
Salt Lake City, UT 84117

**A.P.N.: NS-227  
NS-227-J-1  
CHRHLS-A  
NS-227-230**

**RIGHT OF WAY AND EASEMENT AGREEMENT**

This RIGHT OF WAY AND EASEMENT AGREEMENT (the "Agreement") is entered into by and between EAGLE PROPERTIES, LC, a Utah limited liability company, LRH, INC. a Utah corporation (collectively "Grantors"), and TRAIL RIDGE PARTNERS, LLC, a Utah limited liability company ("Trail Ridge") and the EASTERN SUMMIT COUNTY WATER CONSERVANCY SPECIAL SERVICE DISTRICT, a special service district of the State of Utah ("District") (collectively "Grantees"). These entities are collectively referred to as "Parties" and individually as a "Party."

**RECITALS**

A. Grantors are the owners of certain real property situated in Summit County, Utah, more particularly described as Parcel Numbers NS-227, NS-227-J-1, and CHRHLS-A more particularly described in Exhibit A ("Burdened Parcels").

B. Trail Ridge is the owner of certain real property situated in Summit County, Utah more particularly described in Exhibit B ("Benefitted Parcel").

C. The District is the operator of a Large Underground Wastewater Disposal System ("LUWDS") that shall be located on the Burdened Parcels.

D. The Parties share a private roadway providing access to their parcels which is located entirely on the Burdened Parcels. Grantors, as the owners of the Burdened Parcels, desire to grant to Grantees and their successors and assigns, a perpetual Right of Way and Easement over the private roadway for the purposes provided herein.

E. The Parties desire to further define the rights and obligations of each Party, and to establish an agreement for the maintenance, repair and upkeep of the private roadway.

F. The Parties understand and agree that the covenants and arrangements set forth in this Agreement are for the mutual benefit of all Parties as property owners, and such rights and obligations shall run with the land and be binding on the Parties' successors.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and the obligations, and conditions set forth herein, the Parties agree as follows:

## **AGREEMENT**

1. **Grant of Easement.** Subject to the rights and restrictions set forth in this Agreement, Grantors hereby grant and convey to Trail Ridge, in its capacity as the owner of the Benefitted Parcel, a permanent and nonexclusive 20-foot-wide right-of-way and easement upon, over, and across the private roadway area located on the Burdened Parcels for ingress, egress, and utilities. This Right of Way and Easement is granted for the right, benefit, and use of Trail Ridge and its agents, tenants, guests, managers, lessees, family, and invitees, subject to the provisions of this Agreement. This Right of Way and Easement shall perpetually run with the Burdened Property, including any partition or division of such property.

2. **Grant of Easement In Gross.** Grantors hereby grant and convey to the District, in its capacity as the operator of the LUWDS, a permanent and nonexclusive 20-foot-wide right-of-way and easement upon, over, and across the private roadway area located on the Burdened Parcels for ingress, egress, and utilities. This Right of Way and Easement shall not be construed as an appurtenant easement and instead shall be considered a perpetual easement in gross for the sole benefit of the District and its successors and assigns. The easement rights granted in this section shall be for the benefit, and use of the District and its agents, managers, and contractors, subject to the provisions of this Agreement.

3. **Description of Right-of-Way.** A The private roadway that is the subject of this Agreement is an unimproved dirt road that runs over and across the Burdened Parcels as generally identified and described in Exhibit C.

4. **Right of Relocation.** Grantors hereby reserve the right to modify or change the route of the right-of-way of the private roadway to other locations on the Burdened Parcels to accommodate future development or improvement of the Burdened Parcels or for any other reason in Grantors' reasonable discretion. If Grantors elect to reroute the private roadway, then all costs and expenses associated with the relocation of the private roadway shall be borne by Grantors. The Parties agree that no modifications to the private roadway related to relocation shall be permitted that diminish, limit, or reduce the conditions of the private roadway below the conditions that exist at the time of the recording of this Agreement. The conditions that shall be evaluated in the event of relocation may include comparable or improved grade, pitch, width, turning radius, crown, surface materials, and surface conditions.

5. **Maintenance.** Grantors shall have the right to conduct reasonable maintenance of the private roadway as Grantors deem necessary, so long as such maintenance does not prevent or unduly hinder Grantees' continued use of the right-of-way and easement granted herein. Grantees may also perform maintenance and repair of the private roadway at Grantees' own cost and expense. Grantees shall also have the authority to make improvements to the surface materials or surface conditions of the private roadway at Grantees' sole cost, so long as such improvements do not expand the width of the road beyond 20' or diminish the conditions of the private roadway. If any Party causes damage to the private roadway, such Party shall promptly repair all such damage at the sole expense of the Party causing the damage.

6. Gates. Grantors may maintain locked gates across the private roadway where Grantors deems necessary, in Grantors' reasonable discretion, to maintain security of the road, adjoining property, or the Grantors' respective livestock and personal property. If Grantors elect to maintain locked gates along the right-of-way, then Grantors shall provide Grantees keys or combinations for each locked gate prior to locking the gate. Grantees agree that at all times, including without limitation immediately following ingress and egress through the gates, that Grantees and their agents, invitees and guests shall close each gate and shall close and relock each locked gate.

7. Access. No Party, nor any of their successors or assigns shall place any obstruction to or upon the private roadway that would impair or block ingress and egress across the private roadway, except as is necessary in connection with the maintenance and repair of the private roadway.

8. Term. The term of this Agreement shall be perpetual and the provisions of this Agreement shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of all the Parties and any successors who hereafter acquire any interest in the properties described in Exhibits A and B.

9. Modification/Termination. This Agreement may be amended or terminated upon written agreement by all of the Parties or all of their successors in title to the Burdened Parcels and Benefitted Parcel at the time of execution of the amendment or termination document. Any amendment or termination shall be effective upon recording with the Summit County Recorder.

10. Relationship of Parties. Nothing in this Agreement shall cause to form or constitute a partnership or joint venture between the Parties, and this Agreement is an arms-length arrangement between independent parties.

11. Successors and Assigns. This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns.

12. Governing Law and Disputes. This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah. Jurisdiction for disputes shall be brought in the Third Judicial District Court of Summit County, State of Utah.

13. Severance. Should any provisions of this Agreement, at any time, be in conflict with any law, rule, or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than operative, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

14. Headings. The headings, titles, and subtitles used in this Agreement are for ease of reference only and shall not control nor affect the meaning or construction of any provision hereof.

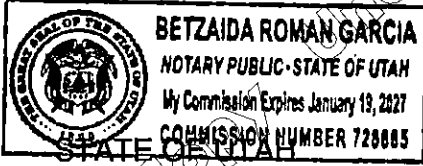
15. **Ratification.** Each individual executing this Agreement as a manager or officer of a limited liability company or corporation represents and warrants that he/she has the authority to execute this agreement.

16. **Recordation.** The Parties agree that this Agreement shall be recorded in the official records of the Summit County Recorder.

17. **Effective Date.** This Agreement and any amendment hereof shall take effect upon its filing in the office of the Summit County Recorder.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Eagle Properties, LC, as the owner of Burdened Parcels 1 and 2, has executed this Agreement this 22 day of JANUARY, 2024.



**EAGLE PROPERTIES, LC**  
a Utah limited liability company

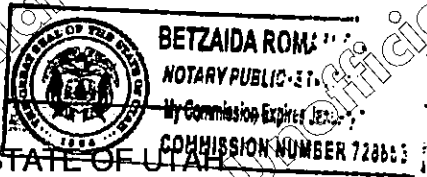
  
By: Brett Hollberg  
Its: Manager

COUNTY OF SALT LAKE

On the 22 day of JANUARY, 2024, personally appeared before me BRET HOLLBERG, who by me being duly sworn, did say that he is an authorized representative of EAGLE PROPERTIES, LC, and that he executed the foregoing Agreement with all necessary authority.

Notary Public: 

IN WITNESS WHEREOF, LRH, Inc., as the owner of Burdened Parcel 3, has executed this Agreement this 22 day of JANUARY, 2024.



**LRH, INC.**  
a Utah corporation

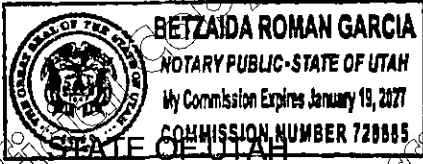
  
By: Brett Hollberg  
Its: Authorized Agent

COUNTY OF SALT LAKE

On the 22 day of JANUARY, 2024, personally appeared before me BRET HOLLBERG, who by me being duly sworn, did say that he is an authorized representative of LRH, INC., and that he executed the foregoing Agreement with all necessary authority.

Notary Public: 

IN WITNESS WHEREOF, Trail Ridge Partners, LLC, as the owner of the Benefitted Parcel, has executed this Agreement this 22 day of January, 2024.



**TRAIL RIDGE PARTNERS, LLC**  
a Utah limited liability company

By: Brett Hollberg  
Its: Manager

)  
) ss.  
)  
COUNTY OF SALT LAKE

On the 22 day of January 2024, personally appeared before me BRETT HOLLBERG, who by me being duly sworn, did say that she is an authorized representative of TRAIL RIDGE PARTNERS, LLC and that she executed the foregoing Agreement with all necessary authority.

Notary Public.

Unofficial copy

IN WITNESS WHEREOF, the District has signed this Agreement this 25 day of July, 2023 and consents to its terms, restrictions and obligations.

**EASTERN SUMMIT COUNTY WATER CONSERVANCY SPECIAL SERVICE DISTRICT**

By: [Signature]

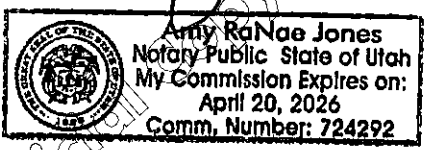
Name: Mabena Stevens

Title: Summit county Vice chair

STATE OF UTAH )  
COUNTY OF Summit ) ss.

On the 25 day of July, 2023, personally appeared before me Amy R. Jones, who by me being duly sworn, did say that she/he is an authorized representative of Eastern Summit County Water Conservancy Special Service District, a special service district of the State of Utah, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: [Signature]



Approved as to form  
Summit County Attorney  
By [Signature]

**EXHIBIT A**  
**BURDENED PARCELS LEGAL DESCRIPTION**

**PARCEL 1:**

The Southeast 1/4 of the Southwest 1/4 of Section 21 Township 1 North Range 5 East, Salt Lake Base and Meridian.

**PARCEL NUMBER: NS-227**

**PARCEL 2:**

The East 3/4 of the Northwest 1/4 of the Northwest 1/4 of Section 21 Township 1 North Range 5 East, Salt Lake Base and Meridian.

**PARCEL NUMBER: NS-227-J-1**

**PARCEL 3:**

Parcel A of the **CHERRY HILLS SUBDIVISION**, according to the official plat on file in the Summit County Recorder's office.

**PARCEL NUMBER: CHRHLS-A**



**EXHIBIT B**  
**BENEFITTED PARCEL LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN SECTIONS 22 AND 21, TOWNSHIP 1 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND HAVING A BASIS OF BEARING TAKEN AS NORTH 89°49'27" EAST BETWEEN THE NORTH QUARTER CORNER AND THE NORTHEAST CORNER OF SAID SECTION 21, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°49'09" EAST 1328.85 FEET ALONG THE SECTION LINE TO THE NORTHWEST CORNER OF THE CHERRY CANYON RANCH SUBDIVISION; THENCE SOUTH 00°01'23" EAST 1317.56 FEET ALONG THE WESTERLY LINE OF CHERRY CANYON RANCH SUBDIVISION TO A REBAR WITH CAP STAMPED B&W; THENCE SOUTH 00°01'35" WEST 1317.90 FEET ALONG THE 1/16 LINE; THENCE NORTH 89°40'41" EAST 1336.86 FEET TO THE WEST QUARTER CORNER OF SECTION 22; THENCE NORTH 88°57'47" EAST 1255.58 FEET ALONG THE QUARTER SECTION LINE; THENCE NORTH 00°46'45" WEST 1317.26 FEET ALONG THE 1/16 LINE; THENCE NORTH 88°54'18" EAST 1240.72 FEET ALONG THE 1/16 LINE; THENCE NORTH 01°25'31" WEST 1318.54 FEET ALONG THE QUARTER SECTION LINE TO THE NORTH QUARTER CORNER OF SAID SECTION 22; THENCE NORTH 88°49'56" EAST 1225.82 FEET ALONG THE SECTION LINE; THENCE SOUTH 01°28'35" EAST 2639.89 FEET ALONG THE 1/16 LINE; THENCE SOUTH 02°38'09" EAST 1308.76 FEET ALONG THE 1/16 LINE; THENCE SOUTH 88°35'17" WEST 1255.81 FEET ALONG THE 1/16 LINE; THENCE SOUTH 88°55'05" WEST 2542.72 FEET ALONG THE 1/16 LINE TO THE SECTION LINE; THENCE SOUTH 89°37'46" WEST 1339.51 FEET ALONG THE 1/16 LINE; THENCE NORTH 00°03'40" EAST 1319.81 FEET ALONG THE 1/16 LINE TO THE QUARTER SECTION LINE SAID SECTION 21; THENCE SOUTH 89°40'41" WEST 1336.86 FEET; THENCE NORTH 00°10'31" EAST 2638.78 FEET TO THE POINT OF BEGINNING. CONT. 337.16 AC M/L

**PARCEL NUMBER: NS-227-230**

**EXHIBIT C**  
**RIGHT-OF-WAY DESCRIPTION**

**Description No. 1**

A centerline description of a 20 foot Right of Way and Easement being 1310.51 feet in length.

A Right of Way and Easement 20 feet in width, being 10 feet each side of the following described centerline, located in the Northwest Quarter of Section 21, Township 1 North, Range 5 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 89°50'10" West between the North 1/4 Corner and the Northwest Corner of said Section 21, described as follows:

Beginning at a point South 89°50'10" West 2053.72 feet along the Section line and South 554.29 feet from the North 1/4 Corner of Section 21, Township 1 North, Range 5 East, Salt Lake Base and Meridian; which point being located on the easterly edge of oil on the Old Lincoln Highway, and running thence South 55°25'30" East 27.62 feet; thence along the arc of a curve to the left 66.37 feet, having a radius of 130.00 feet, a chord bearing South 70°03'05" East 65.65 feet; thence South 84°40'40" East 21.29 feet; thence along the arc of a curve to the left 14.63 feet, having a radius of 200.00 feet, a chord bearing South 86°46'22" East 14.62 feet; thence South 88°52'04" East 42.30 feet; thence along the arc of a curve to the right 149.83 feet, having a radius of 130.00 feet, a chord bearing South 55°51'02" East 141.67 feet; thence South 22°49'59" East 207.26 feet; thence along the arc of a curve to the left 51.51 feet, having a radius of 200.00 feet, a chord bearing South 30°12'40" East 51.37 feet; thence South 37°35'22" East 217.54 feet; thence along the arc of a curve to the right 15.89 feet, having a radius of 170.00 feet, a chord bearing South 34°54'43" East 15.88 feet; thence South 32°14'04" East 130.46 feet; thence along the arc of a curve to the left 80.01 feet, having a radius of 120.00 feet, a chord bearing South 51°20'10" East 78.54 feet; thence South 70°26'17" East 118.57 feet; thence South 50°54'42" East 167.22 feet to the terminus of the herein described centerline.

**Description No. 2**

A centerline description of a 20 foot Right of Way and Easement being 3342.18 feet in length.

A Right of Way and Easement 20 feet in width, being 10 feet each side of the following described centerline, located in the Northwest Quarter of Section 21, Township 1 North, Range 5 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 89°50'10" West between the North 1/4 Corner and the Northwest Corner of said Section 21, described as follows:

Beginning at a point South 89°50'10" West 1153.43 feet along the Section line and South 0°34'58" West 294.90 feet from the North 1/4 Corner of Section 21, Township 1 North, Range 5 East, Salt Lake Base and Meridian; and running thence South 37°27'01" West 8.97 feet; thence along the arc of a curve to the right 116.71 feet, having a radius of 90.00 feet, a chord bearing South 74°36'03" West 108.70 feet, thence North 68°14'55" West 167.35 feet; thence along the arc of a curve to the right 68.14 feet, having a radius of 170.00 feet, a chord bearing North 56°45'59" West 67.68 feet; thence North 45°17'03" West 238.99 feet; thence along the arc of a

curve to the left 206.35 feet, having a radius of 90.00 feet, a chord bearing South 69°01'59" West 164.03 feet; thence South 3°21'01" West 107.98 feet; thence along the arc of a curve to the left 209.22 feet, having a radius of 170.00 feet, a chord bearing South 31°54'23" East 196.26 feet; thence South 67°09'47" East 32.20 feet; thence along the arc of a curve to the right 95.76 feet, having a radius of 170.00 feet, a chord bearing South 31°01'34" East 94.50 feet; thence South 34°53'21" East 98.41 feet; thence along the arc of a curve to the left 116.83 feet, having a radius of 170.00 feet, a chord bearing South 54°34'37" East 114.54 feet; thence South 74°15'53" East 182.99 feet; thence along the arc of a curve to the left 31.69 feet, having a radius of 170.00 feet, a chord bearing South 79°36'19" East 31.64 feet; thence South 84°56'44" East 123.93 feet; thence along the arc of a curve to the right 55.31 feet, having a radius of 170.00 feet, a chord bearing South 75°37'32" East 55.06 feet; thence South 66°18'20" East 146.02 feet; thence along the arc of a curve to the left 222.73 feet, having a radius of 170.00 feet, a chord bearing North 76°09'42" East 207.13 feet; thence North 38°37'43" East 153.89 feet; thence along the arc of a curve to the right 145.96 feet, having a radius of 180.00 feet, a chord bearing North 61°51'34" East 142.00 feet; thence North 85°30'47" East 123.56 feet; thence North 85°05'26" East 39.88 feet; thence along the arc of a curve to the right 245.64 feet, having a radius of 110.00 feet, a chord bearing South 30°56'07" East 197.69 feet; thence South 33°02'21" West 7.76 feet; thence along the arc of a curve to the left 273.68 feet, having a radius of 110.00 feet, a chord bearing South 38°14'16" East 208.36 feet; thence North 70°29'08" East 79.55 feet; thence along the arc of a curve to the right 42.67 feet, having a radius of 160.00 feet, a chord bearing North 78°07'35" East 42.55 feet to the terminus of the herein described centerline.

### Description No. 3

A centerline description of a 20 foot Right of Way and Easement being 330.93 feet in length.

A Right of Way and Easement 20 feet in width, being 10 feet each side of the following described centerline, located in the Northwest Quarter of Section 21, Township 1 North, Range 5 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as South 89°50'10" West between the North 1/4 Corner and the Northwest Corner of said Section 21, described as follows:

Beginning at a point South 89°50'10" West 828.57 feet along the Section line and South 766.23 feet from the North 1/4 Corner of Section 21, Township 1 North, Range 5 East, Salt Lake Base and Meridian, and running thence South 11°30'04" East 139.06 feet; thence along the arc of a curve to the right 33.40 feet, having a radius of 170.00 feet, a chord bearing South 5°52'20" East 33.35 feet; thence South 00°14'35" East 128.47 feet; thence South 89°45'25" West 30.00 feet to the terminus of the herein described centerline.