

ENTRY NO. 01217427

03/27/2024 11:50:27 AM B: 2813 P: 0430

Easements PAGE 177
RHONDA FRANCIS, SUMMIT COUNTY RECORDER
FEE 40.00 BY LRH, INC



WHEN RECORDED RETURN TO:

LRH, Inc.
POB 171003
Salt Lake City, UT 84117

**A.P.N.: CCRCH-AGR
NS-227-J-2
NS-227-230
NS-230
NS-230-G**

UTILITY RIGHT OF WAY AND EASEMENT AGREEMENT

This UTILITY RIGHT OF WAY AND EASEMENT AGREEMENT (the "Easement") is entered into by and between LRH, INC. a Utah corporation, TRAIL RIDGE PARTNERS, LLC, a Utah limited liability company (collectively "Grantor"), and the CHERRY RIDGE OWNERS ASSOCIATION, a Utah nonprofit corporation ("Grantee"). These entities are collectively referred to as "Parties" and individually as a "Party."

RECITALS

A. Grantor is the owner of certain real property situated in Summit County, Utah, more particularly described as Parcel Numbers NS-227-J-2, NS-230, NS-230-G and CCRCH-AGR, as more particularly described in Exhibit A ("Burdened Parcels").

B. The Grantee is the owner and operator of the culinary water storage tank, well and related equipment and facilities ("Water System") that are located on the Burdened Parcels which serve the lots within the Trail Ridge Subdivision plat.

C. A private roadway providing access to the Water System is located on the Burdened Parcels. Grantor, as the owner of the Burdened Parcels, desires to grant to Grantee and their successors, a perpetual right of way and easement over the private roadway for the purposes provided herein.

D. 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 and Water System facilities.

E. The Parties understand and agree that the covenants and arrangements set forth in this Easement 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 In Gross. Grantor hereby grants and conveys to Grantee in its capacity as the owner and operator of the Water System, a permanent and nonexclusive 30-foot-wide right-of-way and easement upon, over, and across the private roadway area located on the Burdened Parcels for ingress, egress, and utility operation, maintenance, repair and replacement. 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 Grantee and its successors and assigns. The easement rights granted in this section shall be for the benefit, and use of Grantee and its agents, managers and contractors, subject to the provisions of this Easement.

2. Description of Right-of-Way. The private access roadway that is the subject of this Easement is an unimproved dirt road that runs over and across the Burdened Parcels. Grantors reserve the right to record a supplement or amendment to this Easement in the future to provide a metes and bounds description or other type of description to identify the centerline of the private access roadway and other locations that contain the Water System and comprise the easement area.

3. Right of Relocation. Grantor hereby reserves 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 Grantor's reasonable discretion. If Grantor elects to reroute the private roadway, then all costs and expenses associated with the relocation of the private roadway shall be borne by Grantor. 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 Easement. 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.

4. Maintenance of Roadway. Grantor shall have the right to conduct reasonable maintenance of the private roadway as Grantor deems necessary, so long as such maintenance does not prevent, or unduly hinder Grantees continued use and operation of the Water System. Grantee may also perform maintenance and repair of the private roadway at Grantees' own cost and expense. Grantee 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.

5. Maintenance of Water System. Grantee shall own all of the equipment, pipes, water tanks, valves, and other materials that comprise the Water System. Grantee shall have the right and obligation to maintain, repair, and replace the Water System facilities and equipment located on the Burdened Property and shall be responsible for all costs associated therewith. All Water System improvements, repairs, or modifications may be made in the Grantee's discretion. The Water System improvements shall be kept in good condition and repair and in accordance with all applicable laws, ordinances, rules, regulations, and governmental requirements. Any property,

improvements, or landscaping that is damaged, disturbed, or otherwise harmed in the maintenance, repair, or replacement of the Water System improvements shall be restored and repaired by Grantee to the condition it was prior to the disturbance. Grantor shall have no responsibility to maintain (or pay the costs of maintaining) the Water System improvements.

6. Gates. Grantor may maintain locked gates across the private roadway where Grantor deems necessary, in Grantor's reasonable discretion, to maintain security of the road, adjoining property, or the Grantor's respective livestock and personal property. If Grantor elects to maintain locked gates along the right-of-way, then Grantor shall provide Grantee keys or combinations for each locked gate prior to locking the gate. Grantee agrees that at all times, including without limitation immediately following ingress and egress through the gates, that Grantee 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 identified in this Easement, except as is necessary in connection with the maintenance and repair of the private roadway.

8. Term. The term of this Easement shall be perpetual, and the provisions of this Easement 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 Exhibit A.

9. Modification/Termination. This Easement may be amended or terminated upon written agreement by all of the Parties or 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. Assignment. Grantee may not at any time assign their rights and obligations under this Easement without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole and absolute discretion and for any reason or no reason at all.

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

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

13. Governing Law and Disputes. This Easement 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.

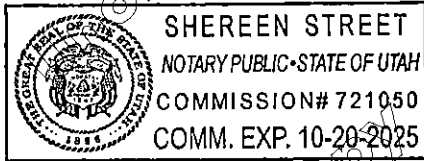
14. Severance. Should any provisions of this Easement, at any time, be in conflict with any law, rule, or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Easement

TRAIL RIDGE PARTNERS, LLC
a Utah limited liability company

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)


By: Brett Hollberg
Its: Manager

On the 29 day of FEB 2024, personally appeared before me BRETT HOLLBERG, who by me being duly sworn, did say that he is an authorized representative of TRAIL RIDGE PARTNERS, LLC and that he executed the foregoing Easement with all necessary authority.



Notary Public: 

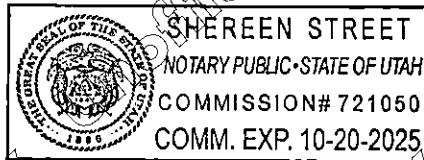
IN WITNESS WHEREOF, the undersigned has executed this Easement as of this 29th day of February, 2024.

CHERRY RIDGE OWNERS ASSOCIATION
a Utah nonprofit corporation

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)


By: Brett Hollberg
Its: President

On the 29 day of FEB 2024, personally appeared before me BRETT HOLLBERG, who by me being duly sworn, did say that he is a representative of Cherry Ridge Owners Association and that he/she is authorized to execute this Easement.



Notary Public: 

EXHIBIT A
BURDENED PARCELS LEGAL DESCRIPTION

PARCEL 1:

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

PARCEL NUMBER: NS-227-J-2

PARCEL 2:

AGRICULTURE/OPEN SPACE CHERRY CANYON RANCH SUBDIVISION
ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY
RECORDERS OFFICE AS ENTRY NUMBER 00504411.

PARCEL NUMBER: CCRCH-AGR

PARCEL 3:

SW1/4 NW1/4 OF SEC 22, T1N R5E S1B M

PARCEL NUMBER: NS-230

PARCEL 4:

BEGINNING AT A POINT NORTH 88°49'56" EAST 1225.82 FEET ALONG THE SECTION LINE AND SOUTH 1°28'35" EAST 1319.95 FEET ALONG THE 1/16 LINE FROM THE NORTH 1/4 CORNER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 01°28'35" EAST 660.00 FEET ALONG THE 1/16 LINE; THENCE SOUTH 88°53'52" WEST 660.00 FEET ALONG THE 1/16 LINE; THENCE NORTH 01°28'35" WEST 660.00 FEET; THENCE NORTH 88°53'52" EAST 660.00 FEET ALONG THE 1/16 LINE TO THE POINT OF BEGINNING. CONT 10.00 AC

PARCEL NUMBER: NS-230-G

EXHIBIT A

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