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Rhonda Francis Summit County Recorder

01/08/2025 03:46:41 PM Fee \$40.00

By HARWARD & HAWES, PLLC

Electronically Recorded

WHEN RECORDED, RETURN TO:

HARWARD & HAWES, PLLC

Attn: Kurt Hawes, Partner

The Interchange – Building III, Suite 100

67 West 13490 South

Draper, Utah 84020

SPACE ABOVE FOR RECORDER'S USE
PARCEL ID NUMBER: OTNB2-209-A-3

**RELEASE OF EASEMENT AGREEMENT, EASEMENT RIGHTS, AND
MAINTENANCE AGREEMENT**

THIS RELEASE OF EASEMENT AGREEMENT, EASEMENT RIGHTS, AND MAINTENANCE AGREEMENT ("*Agreement*") is made and entered into as of this 7th day of January, 2025 ("*Effective Date*") by and between SANGFROID LAND, LLC ("*Sangfroid Land*") on the one hand, and LEONA GONZALEZ ("*Gonzalez*") and RANDAL CASTONA (collectively with Gonzalez, "the *Castonas*") on the other hand. Sangfroid Land and Gonzalez may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, pursuant to a Grant of Easement, Conveyance of Easement Rights, and Maintenance Agreement dated January 16, 2019, Entry No. 01104858, in book 2492, at page 1822 (the "*Easement*"), and entered into between G. Alden Padfield, successor Trustee of the Bonnie L. Padfield Family Living Trust and trustee of the G. Alden Padfield Family Living Trust and Leona Gonzalez, an easement over certain real property was created to grant access to the Castonas to their property;

WHEREAS, specifically, Gonzalez is the owner of certain real property (the "*Gonzalez Property*") located in Summit County, State of Utah with an address of 495 West 5880 North, Oakley, UT 84055, and which is more particularly described as follows:

Parcel 1:

LOTS 1 & 2, FIVE BAR DASH SUBDIVISION, according to the official plat thereof as recorded in the Summit County Recorder's Office.

Excepting therefrom any portion of the above lying within the bounds of the following 2 parcels.

Commencing at the Northwest corner of Lot 1 of the Five Bar Dash Subdivision, (a part of Section 17, T 1 S. R 6 E., SLB&M) according to the official plat thereof on file in the office of the Summit County Recorder and running thence North 88° 58' 2" E. a distance of 1334.51 ft. more or less to an existing line of fence located at or near the Northeast corner of a tract of land owned by Stephen E. and Brenda L. Paull (Summit County Parcel No.

OTNB-208-B); thence Southwesterly along said line of fence to the West line of Lot 1 of said Five Bar Dash Subdivision; thence North 0° 18' 54" West 26.8 ft. more or less along the West line of said Lot 1 to the point of beginning.

Beginning at a point located 2669.68 feet S. 89° 46' 56" W. along the Section line from the Southeast corner of section 17 Township 1 South, Range 6 East, Sale Lake Base and Meridian thence 193.32 feet N. 0° 18' 54" to point of beginning thence 250 feet N. 0° 18' 54" thence East 20 feet thence South 250 feet thence West 20 feet to point of Beginning.

Parcel 2:

Together with the following described Right of Way:

Commencing at the Southeast corner of said Lot 3 and running thence South 89° 46' 56" West 238.20 feet: thence South 30 feet; thence North 89° 46' 56" East 891.14 feet; thence South 0° 10' 13" East along a fence line 1246.11 feet more or less to a point on the North line of North Bench Road; thence North 88° 23' 23" East 30 feet; thence North 0° 10' 13" West 1270.18 feet more or less to the South line of the Stephen E. Paull and Brenda L. Paull Property, as described in that certain Warranty Deed recorded August 30, 1988, Entry No. 296307, in book 491, at page 416; thence South 89° 46' 56" West 652.7 feet; thence North 5.08 feet more or less to the point of commencement. (Entry # 591210, Book 1376, Page 1416)

Tax Parcel Nos. FBD-1 & FBD-2

WHEREAS, the Easement, by its terms, was subject to significant maintenance requirements and use restrictions on the Castonias;

WHEREAS, the property burdened by the Easement (the "*Burdened Property*") is located in Summit County, State of Utah with an address of 545 West 5880 North, Oakley, Utah, 84055, and which is more particularly described as follows:

That portion of the East 1/2 Southeast 1/4 Southwest Section 17, Township 1 South, Range 6 East, Salt Lake Base and Meridian lying south of the following described line:

Beginning at a point which is West 2670.73 feet along the Section Line and North 614.10 from the Southeast Corner of Section 17, Township 1 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing taken as West between the Southeast Corner of the Southwest Corner of said Section 17 (said point being located on the westerly boundary of the "Five Bar Dash Subdivision" and the center 1/16 Section Line) and running thence N 78° 44' 51" W 225.15 feet; thence N 76° 03' 07" W 180.65 feet; thence S 13° 46' 35" W 43.39 feet; thence S 89° 30' 12" W 147.59 feet; thence N 75°

52' 25" W 47.84 feet; thence S 12° 30' 59" W 21.72 feet; thence N 79° 03' 01" W 59.85 feet more or less to the easterly line of Parcel OTNB2-209-A-1 and the westerly line of the SE1/4 of the SE ¼ of the SW1/4 of said Section 17, T1S R6E, SLB&M (Entry # 734945, book 01697, pages 512-514);

Together with a 50-foot right of way running South along the North-South centerline of the SE1/4SW1/4 of Section 17 and the NE 1/4NW1/4 of Section 20, Township 1 South, Range 6 East, to the County Road. (Entry # 563032, book 1314, page 696);

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WHEREAS, the Burdened Property was conveyed to Sangfroid Land by G. Alden Padfield, as successor trustee of the Bonnie L. Padfield Family Trust dated January 7, 1992 via warranty deed on December 30, 2020;

WHEREAS, the Easement, together with its rights, restrictions and conditions, by its terms specifically runs with both the Gonzalez Property and the Burdened Property and shall be binding upon and inure to the benefit of the parties to the Easement as well as their respective successors, heirs and assigns;

WHEREAS, Sangfroid Land, as a successor in interest to the Padfield Property, and Gonzalez, for due consideration, wish to release the Easement, together with all the rights, obligations contained in the Easement

NOW THEREFORE, in consideration of the mutual covenants and agreements between the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

RELEASE BY GONZALEZ. GONZALEZ HEREBY ABANDONS AND RELEASES THE EASEMENT AND ANY OBLIGATIONS OR BURDENS THE EASEMENT PLACES ON THE BURDENED PROPERTY, INCLUDING AN EASEMENT TO THE RIGHT TO ENFORCE THE EASEMENT THROUGH LEGAL ACTION:

RELEASE BY SANGFROID LAND. SANGFROID LAND HEREBY ABANDONS AND RELEASES THE EASEMENT AND ANY OBLIGATIONS OR BURDENS THE EASEMENT PLACES ON THE GONZALEZ PROPERTY, INCLUDING THE RIGHT TO ENFORCE THE EASEMENT THROUGH LEGAL ACTION:

Release to Run With the Land; Successors and Assigns. The rights, conditions and provisions of this Agreement shall run with the Burdened and Gonzalez Properties and shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs and assigns.

Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument.

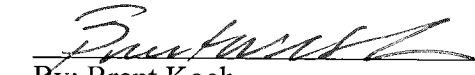
Recordation. Upon the execution of this Agreement by the Parties, Gonzalez shall be authorized to record this Agreement in the office of the Summit County Recorder.

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IN WITNESS HEREOF, the undersigned parties have duly exercised this Agreement to become effective as of the Effective Date listed above.

SANGFROID LAND LLC

LEONA GONZALEZ (CASTONA)

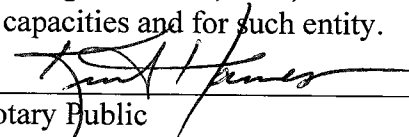

By: Brent Koch
Its: Manager


RANDAL CASTONA

STATE OF UTAH)
 :SS)
COUNTY OF SUMMIT)

On this 7th day of January 2025, personally appeared before me Brent Koch, known or satisfactorily proved to me to be the manager of Sangfroid Land, LLC, who acknowledged to me that he signed the foregoing instrument in such capacities and for such entity.




Notary Public

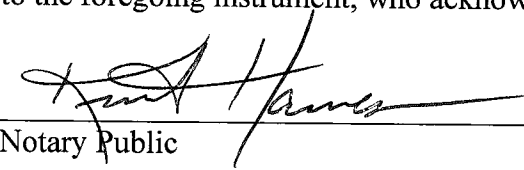
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STATE OF UTAH)
 :SS)
COUNTY OF SUMMIT)

On this 7th day of January 2025, personally appeared before me Leona Gonzalez, known or satisfactorily proved to me to be the party to the foregoing instrument, who acknowledged to me that ~~she~~ signed the foregoing instrument.

THEY




Notary Public

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AND RANDAL CASTONA