

When Recorded Return To:
Tyler Dallas
P.O. Box 640
Kaysville, UT 84037

13493513
12/10/2020 9:23:00 AM \$40.00
Book - 11077 Pg - 5601-5608
RASHELLE HOBBS
Recorder, Salt Lake County, UT
JONATHAN RUDD ATTY
BY: eCASH, DEPUTY - EF 8 P.

Parcel Nos.
24-35-155-024
24-35-155-009
24-35-155-010
24-35-155-043

AMENDED ACCESS AND PASSAGE EASEMENT

This AMENDED ACCESS AND PASSAGE EASEMENT is made, granted and/or agreed to this 2nd day of November, 2020, by and between **Cold Creek Brighton, LLC**, a Utah limited liability company, its successors and assigns, **The Manor Real Estate, LLC**, a Utah limited liability company, its successors and assigns; **James L. Dallas and Ruth C. Dallas, husband and wife and Tyler Dallas, a married man**, their successors and assigns, all the property owners as Grantors, Grantees, as well as Declarants (the "**Parties**") in regards to their respective parcels referenced herein for the Access and Passage Easement (the "**Easement**") and referenced as Exhibit E (the "**Prior Easement**") to that Easement Agreement dated and executed on March 22nd, 2016 by and between Fillmore Manor, LLC, Fillmore Lodge, LLC, and David's Brighton Lots, LLC; said Easement Agreement with its Exhibit E was recorded as Entry No. 12245100 in Book No. 10413 at Page No. 7138-7147 in the Office of the Salt Lake County Recorder, Utah. The Parties agree to Amend the Prior Easement to be an access, passage, and utility easement with the amendment being agreed to, granted, received, and memorialized by the Parties, as referenced below.

RECITALS

A. Whereas, **Cold Creek Brighton, LLC**, is the sole owner of certain tracts of real property located in Salt Lake County, Utah, which property is more particularly described on the attached **Exhibit A**, and

B. Whereas, **The Manor Real Estate, LLC**, is the sole owner of certain tracts of real property located in Salt Lake County, Utah, which property is more particularly described on the attached **Exhibit B**, and

C. Whereas **James L. Dallas and Ruth C. Dallas, husband and wife and Tyler Dallas, a married man**, are the sole owners of certain tracts of real property located in Salt Lake County, Utah, which property is more particularly described on the attached **Exhibit C**, and

D. Whereas the parties wish to enter this Agreement to amend the Prior Easement to include facilitate and memorialize the creation of an easement for passage, ingress and egress access, and now also for utility purposes as outlined in the Easement description below.

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten Dollars paid by the Grantees to the Grantors and Declarants respective to their particular parcels, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree to the Amended Easement as follows and referenced in the following description:

An easement for utilities under any roadways driveways, or paths, and reasonable access, ingress and egress, and passage over all paved driveways, roadways, access points to public streets across Parcel No. 24-35-155-009 and 24-35-155-010, and over all paved and gravel driveways, roadways over Parcel No. 24-35-155-024 so as to provide for the passage of motor vehicles and pedestrians between and over all portions of said land, intended for such purposes, and to and from all abutting streets or rights of way furnishing access to Parcel No. 24-35-155-043. If the maintenance and repair of any such areas will require the temporary interference with the use thereof, it shall be performed in a manner which minimizes such interference as much as reasonably possible and the party performing such work shall provide Declarant at least five (5) days' prior written notice describing the work, duration and effect. Declarant shall have the right to impose conditions on such work, including a requirement the work be performed only during certain hours.

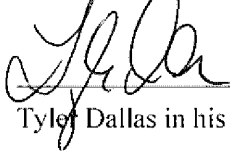
Perpetual Easements. The easements granted herein shall be perpetual and at all times construed as appurtenant to and running with the dominant estates, and as part of the fee of the soil of the servient estates upon which the easements are located.

Successors. All of the benefits, burdens, rights and obligations set forth in this easement agreement shall inure to the benefit of and bind the owners of the dominant estates and easement holders, and their respective personal representatives, heirs, successors, transferees and assigns, and shall continue as servitudes running in perpetuity with the owners of the servient estates.

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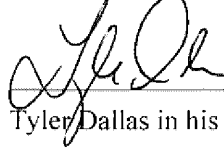
IN WITNESS WHEREOF, the parties have agreed to and executed this Easement effective as of this 25 day of November, 2020.

Cold Creek Brighton, LLC



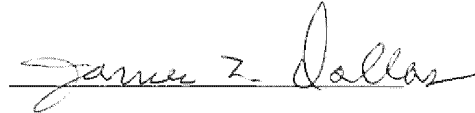
Tyler Dallas in his capacity as a manager of Cold Creek Brighton, LLC.

The Manor Real Estate, LLC

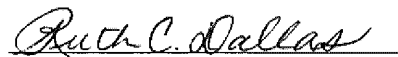


Tyler Dallas in his capacity as a manager of The Manor Real Estate, LLC.

James L. Dallas



Ruth C. Dallas



Tyler Dallas



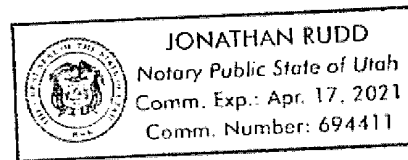
STATE OF UTAH)
)ss.
COUNTY OF Salt Lake

On the 25 day of November, 2020, Tyler Dallas in his capacity as a Manager of Cold Creek Brighton, LLC, personally appeared before me, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

Witness my hand and official seal,




Notary Public



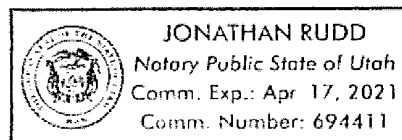
STATE OF UTAH)
)ss.
COUNTY OF Salt Lake

On the 25 day of November, 2020, Tyler Dallas in his capacity as a Manager of The Manor Real Estate, LLC, personally appeared before me, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

Witness my hand and official seal,



Notary Public



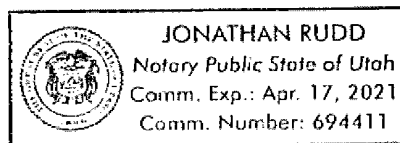
STATE OF UTAH)
)ss.
COUNTY OF Salt Lake

On the 25 day of November, 2020, James L. Dallas personally appeared before me, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

Witness my hand and official seal,



Notary Public



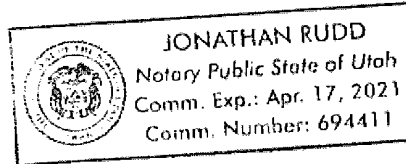
STATE OF UTAH)
)ss.
COUNTY OF Salt Lake)

On the 25 day of November, 2020, Ruth C. Dallas personally appeared before me, the signer(s) of the above instrument, who duly acknowledged to me that she executed the same.

Witness my hand and official seal,



Notary Public



STATE OF UTAH)
)ss.
COUNTY OF Salt Lake)

On the 25 day of November, 2020, Tyler Dallas personally appeared before me, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

Witness my hand and official seal,



Notary Public

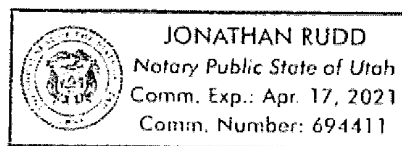


EXHIBIT A

Legal Description of Cold Creek Brighton, LLC Parcel

Commencing 396 feet South from Southeast corner Block 2, Silver Lake Summer Resort, thence South 132 feet; thence West 165 feet; thence North 132 feet East; thence 165 feet to beginning, in the Southeast quarter of Northwest quarter Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian.

Subject to a right of way by foot and vehicle over the road now used over said tract, said road extending from the West boundary of said tract at a point near the Southwest corner of said tract and running thence Easterly on a curve to the left inside the Southeast corner of said tract and thence Northerly just inside the east boundary of said tract to the North boundary of said tract near the Northeast corner thereof, and to a new extension of said road over commencing on said right of way 50 feet South from the Northeast corner of said tract, and running thence Northwesterly on a curve to the left inside the Northeast corner of said tract to the North boundary of said tract, thence West along the inside of the North boundary of said tract to a point 50 feet East of the West boundary of said tract, said right of way to be of such width and said curves to be gradual enough to permit motor and other vehicles to operate thereover, and also subject to the right to park automobiles and other vehicles South and East of that portion of said right of way between the Southwest corner and the Northeast corner of said tract but not to interfere with the parking of such vehicles or automobiles by the owner of said tract, said right of way and easement to be used only in connection with property measuring 165 feet East and West and 132 feet North and South abutting on said tract on the North and the property of Alta R. Jensen lying Easterly of said tract.

Together with a right of way by prescriptive right or otherwise over all adjoining and appurtenant property to the said real property which is first above described, and including a right of way across and along a parcel of real property adjoining the Westerly side of said property and extending to a public highway established by the State Road Commission of Utah which right of way may be across and along the property recorded, at one time, in the names of William J. Merback and Gloria D. Merback, his wife, and Lawrence Hardy Birrell and Fontella H. Birrell, his wife, all of said rights of way to be used for passage of foot and vehicles and automobiles, electric power lines, water lines, telephone lines and all other utilities.

Parcel No. 24-35-155-024

EXHIBIT B

Legal Description of The Manor Real Estate, LLC Parcels

COM 1204.7 FT E & N 2°27' E 424.4 FT FR W 1/4 COR SEC 35, T 2S, R 3E, S L M; N 2°27' E 50 FT; W 148.64 FT; S 2°56' E 50 FT; E 143.94 F TO BEG. LESS STATE ROAD, 0.15 AC. 3881-0458 9022-7578 9364-4471 9365-4726,4748

Parcel No. 24-35-155-009

COM 1204.7 FT E & N 2°27' E 374.42 FT FR W 1/4 COR SEC 35 T 2S, R 3E, S L M; N 2°27' E 49.98 FT; W 143.94 FT; S 11°31' E 50.96 FT; E 131.63 FT TO BEG. LESS STATE ROAD, 0.16 AC. 3881-0458 9022-7578

Parcel No. 24-35-155-010

EXHIBIT C

**Legal Description of James L. Dallas and Ruth C. Dallas, husband and wife and
Tyler Dallas, a married man Parcel**

Beginning 396 feet South and 82.5 feet West from the Southeast corner of Block 2, SILVER LAKE SUMMER RESORT, according to the official plat thereof on file and recorded in the Office of the Salt Lake County Recorder; and running thence West 82.5 feet; thence North 132 feet; thence East 82.5 feet; thence South 132 feet to the point of beginning.

ALSO:

Beginning 264 feet South from the Southeast corner of Block 2, SILVER LAKE SUMMER RESORT, according to the official plat thereof on file and recorded in the Office of the Salt Lake County Recorder; and running thence South 132 feet; thence West 82.5 feet; thence North 132 feet; thence East 82.5 feet to the point of beginning.

Parcel No. 24-35-155-043