

When recorded return to:
Quarter Circle H Ranch Owners Association
c/o Bruce C. Jenkins
Jenkins, Bagley & Sperry, PLLC
285 W. Tabernacle St., Ste. 301
St. George, UT 84770

Entry # :00202400 B: 0598 P: 0674
01/04/2023 11:33 AM
Easements and Right of Ways Page: 1 / 7
Ver Jean Caruso, KANE COUNTY RECORDER
FEE: \$40.00 BY: JENKINS BAGLEY SPERRY, PLLC

EASEMENT AND DECLARATION AGREEMENT

Whereas, the parties below are the Plaintiffs and Defendant in that lawsuit styled *Lauren Curtis and Kristy Curtis v. Quarter Circle H Ranch Owners Association*, Case No. 190600021 (Sixth Judicial District Court, Kane County, State of Utah); and

Whereas, the parties have agreed to resolve their claims by mutual settlement; and

Whereas, the parties' settlement agreement involves the acknowledgement of certain easements and the declaration set forth below;

NOW, THEREFORE, for and in consideration of one dollar (\$1.00), this exchange, and other good and valuable consideration, **Lauren Curtis and Kristy Curtis**, Husband and Wife, as Joint Tenants, (the "Curtises"), and the **Quarter Circle H Ranch Owners Association** (the "Association") do hereby state:

A. Recognition of Existing Easements.

1. On March 29, 2006, the Quarter Circle H Ranch, LLC, recorded a three-page Quarter Circle H Ranch Final Plat (the "Plat") in Book O, Page 181, and dedicated the lands described therein as the Quarter Circle H Ranch Phase I and II subdivision (the "Subdivision"). The Plat established the Subdivision lots, several 30-foot-wide private roads, and also labeled certain land to the east of the Subdivision, then owned by the Quarter Circle H Ranch, LLC, for "Future Development" or sometimes called Phase III. The Future Development/Phase III ultimately did not occur.

2. Also on March 29, 2006, the Quarter Circle H Ranch, LLC, as declarant and developer, recorded a Declaration of Covenants, Conditions, and Restrictions (the "2006 CCRs") in Book 300, Page 371. Similar Covenants, Conditions and Restrictions were recorded on July 6, 2009, in Book 372, Page 110 (the "2009 CCRs"), and on February 6, 2015, in Book 444, Page

968 (the "2015 CCRs"). Additionally, on November 11, 2021, the Association recorded that certain Second Amended and Restated Declaration of Covenants, Conditions and Restrictions as Entry No 00196807 in the records of the Kane County Recorder (the "2021 CC&Rs"), which 2021 CCRs provide, in part, that the "established roads within the Property are private and for the exclusive use of Members and their invited guests subject to any easements recognized by law." The Parties agree that this Easement and Declaration constitute easements recognized at law.

3. The 2006 CCRs describe the exterior boundaries of the Subdivision (Phase I and Phase II) by reference to an attached Exhibit A, a true and correct copy of which is attached hereto.

4. The 2006 CCRs, the 2009 CCRs, the 2015 CCRs, and the 2021 CCRs confirm that the Quarter Circle H Ranch, LLC, as declarant and developer ("the Developer"), owned property outside of the Subdivision Phase I and Phase II, and it retained certain access and utility easements crossing the Subdivision (the "Easements"), specifically described as follows:

With respect to . . . the property outside of the Subdivision which is accessed by Cottonwood Lane, Sunflower Drive, Cedar Drive, Scrub Oak Drive, Sugar Knoll Drive, Coal Hollow Circle, Vermillion Drive, Red Cave Circle, Cove View Circle, or White Cliffs Drive, as set forth on the Phase I and Phase II plats, Developer reserves full rights of ingress and egress for itself, its successors, or assigns, or for the benefit of any permitted user of this excluded property. The Developer further reserves the right to use any and all utilities, without further charge from the Owners Association. The Developer together with all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcels of real property.

5. The Quarter Circle H Ranch, LLC, commissioned that Record of Survey dated January 8, 2007 (the "Record of Survey") and filed on February 23, 2007. The Record of Survey shows the location of the Subdivision Phases I and II, and the location of the Developer's 70.24-acre parcel of land outside of the Subdivision and accessed by the Easements. Specifically, the Developer's land served by the Easements is described as the 2nd Parcel (the "Parcel 2") in that Special Warranty Deed recorded on March 8, 2006 in Book 0298, Pages 790-793.

6. By mesne conveyances, the Curtises are the successors to the Developer's ownership, rights and interests in Parcel 2, including the Easements, pursuant to that Special Warranty Deed dated January 16, 2018, and recorded on January 17, 2018 in Book 489, Page 907.

B. Declaration and Road Impact Fee Agreement.

1. The Association assesses a monthly fee to Subdivision lot owners to pay for the expenses of the Association. A portion of each monthly fee pays for administrative costs, insurance, maintenance, repair and improvement of the private roads in the Subdivision.

2. The Easements cross the Subdivision roads and provide access to the 70.24 acres of property now owned by the Curtises as Parcel 2. The legal description of Parcel 2 is attached hereto as Exhibit B.

3. The parties agree that if a seventh lot is approved on the property now comprising Parcel 2, or any part thereof, from that month and thereafter each lot on Parcel 2 shall be assessed and pay a monthly road impact fee equal to a proportional share of the administrative costs, insurance, maintenance, repair and improvement fees assessed to lots within the Subdivision, including a proportional share of any special assessment to Subdivision lot owners for approved road projects.

4. The Association shall assess such road impact fee to the owners of lots on Parcel 2 in the same manner as assessments to Subdivision lot owners.

C. General Provisions.

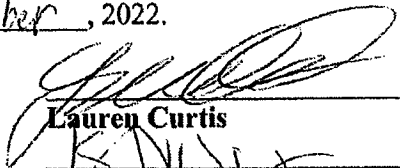
1. The parties agree to the Easements and declaration herein and do hereby grant, exchange and ratify such interests as necessary to implement the terms of this agreement.


2. The Easements and declaration shall be a burden upon the respective party's Subdivision or Parcel 2 property, shall be appurtenant thereto and for the benefit of the other and each part thereof and shall run with the land. The Easements and declaration shall inure to the benefit of and be binding upon the parties, their heirs, personal representatives, successors and assigns, and upon any person acquiring an interest in the Subdivision or Parcel 2 or any part thereof.

3. If any term or provision of this agreement or the application of it to any person or circumstance shall be held to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall be enforced to the extent permitted by law.

4. Each party agrees and represents that the signatory below is duly authorized to sign this agreement as binding upon such party.

Dated this 1 day of December, 2022.

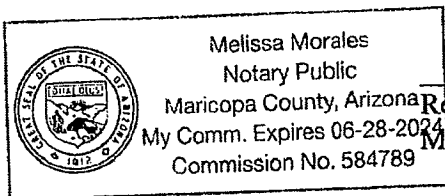



Lauren Curtis


Kristy Curtis

State of ~~Utah~~ Arizona)
County of ~~Kane~~ Maricopa) ss.

The foregoing instrument was subscribed, sworn and acknowledged before me this Dec. 1 2022 by Lauren Curtis and Kristy Curtis.





Residing at: Chandler, AZ
My commission expires: 6/28/24

Quarter Circle H Ranch Owners Association

By: _____
Its: _____

State of _____)
County of _____) ss.

The foregoing instrument was subscribed, sworn and acknowledged before me this _____ by _____, as _____ of the Quarter Circle H Ranch Owners Association.

Residing at: _____
My commission expires: _____

Dated this ____ day of _____, 2022.

Lauren Curtis

Kristy Curtis

State of Utah)
) ss.
County of Kane)

The foregoing instrument was subscribed, sworn and acknowledged before me this _____ by Lauren Curtis and Kristy Curtis.

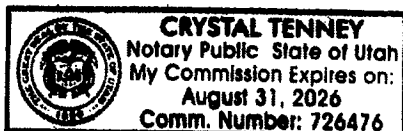
Residing at:
My commission expires: _____

Quarter Circle H Ranch Owners Association

By: _____
Its: PRESIDENT - HOA.

State of Utah)
) ss.
County of Davis)

The foregoing instrument was subscribed, sworn and acknowledged before me this December 12 2022 by Scott Rasmussen, as president of the Quarter Circle H Ranch Owners Association.



Residing at: Utah first credit union
My commission expires: 08/31/2026

EXHIBIT "A"

BOUNDARY DESCRIPTION FOR PHASE I and II

BEGINNING at the West quarter corner of Section 9, Township 41 South, Range 7 West, Salt Lake Base and Meridian; thence N 01(03'00.0" E 1,320.761 feet along the section line to the 1/16th section corner; thence N 89(56'46.2" E 459.252 feet along the 1/16th section line; thence S 00(36'29.0" E 381.993 feet to a point on a 285,000 foot-radius curve to the left, the center of which bears S 00(36'29.0" E; thence 88.687 feet along said curve through a central angle of 17(49'45.9"; thence S 00(00'00.0" W 963.648 feet to a point on a 165,000 foot-radius curve to the right, the center of which bears N 14(14'05.4" W; thence 45.898 feet along said curve through a central angle of 15(56'17.0"; thence S 00(00'00.0" W 337.590 feet; thence S 82(06'17.5" W 366.401 feet to the section line; thence S 01(03'42.0" W 496.796 feet along said section line; thence S 39(37'06.1" E 14.134 feet to a point of tangency on a 115,000 foot-radius curve to the right; thence 68.070 feet along said curve through a central angle of 33(54'50.5"; thence S 05(42'15.6" E 25.373 feet to a point of tangency on a 85,000 foot-radius curve to the left; thence 74.212 feet along said curve through a central angle of 50(01'26.6"; thence S 55(43'42.2" E 202.126 feet; thence S 19(50'09.2" W 37.199 feet; thence S 00(00'00.0" W 83.420 feet to the 1/16th section line; thence S 89(58'52.6" W 235.771 feet along said 1/16th section line to the 1/16th section corner; thence N 89(34'39.5" W 1,318.657 feet along the 1/16th section line to the 1/16th section corner; thence N 01(01'02.4" E 212.718 feet along the 1/16th section line; thence N 90(00'00" E 161.355 feet to a point on a 50,000 foot-radius curve to the right, the center of which bears N 90(00'00" E; thence 128.953 feet along said curve through a central angle of 147(46'08.6" to a point of reverse curvature on a 25 foot-radius curve; thence 25.207 feet along said curve through a central angle of 57(46'08.6"; thence on a tangent N 90(00'00" E 71.928 feet to a point of tangency on a 315,000 foot-radius curve to the right; thence 31.880 feet along said curve through a central angle of 05(47'55.1"; thence N 00(00'00" E 594.347 feet; thence N 90(00'00" W 367.759 feet to the 1/16th section line; thence N 01(01'02.4" E 160.934 feet along said 1/16th section line; thence N 44(55'10.5" E 205.281 feet; thence N 06(07'03.5" W 193.906 feet to the quarter section line; thence S 89(36'34.5" E 1,201.417 feet along said quarter section line to the point of beginning, containing 51.233 acres.

The BASIS OF BEARINGS is North 1(03'00" East between the West quarter corner of Section 9, Township 41 South, Range 7 West, Salt Lake Base and Meridian (a 1921 GLO brass cap), and the Northwest Corner of said Section 9 (an aluminum cap over a 1921 GLO iron pipe, as shown on the Kane County Recorder's map number CS-235A).

NOTE: The description listed above is already less and excepting the 5+ acres retained by the Developer and accessed by Cedar Drive.

EXHIBIT B

PARCEL 2: COMMENCING at the corner of Sections 4, 5, 8 and 9, Township 41 South, Range 7 West, Salt Lake Base and Meridian, thence South 01°03'30" West 1,320.95 feet along the West section line of said Section 9 to the North 1/16th corner of said Sections 8 and 9; thence North 89°56'33" East 1,448.84 feet along the east-west 1/16th section line of the Northwest Quarter of said Section 9 to the Northwest 1/16th corner of said Section 9; thence South 02°54'47" West 99.78 feet along the north-south 1/16th section line of the Northwest Quarter of said Section 9 to the TRUE POINT OF BEGINNING; thence, hereafter approximating the center of said ravine, South 81°34'46" East 33.22 feet; thence North 51°21'57" East 55.73 feet; thence South 63°31'13" East 256.20 feet; thence South 17°45'16" East 159.09 feet; thence South 55°47'31" East 177.04 feet; thence North 46°09'04" East 61.32 feet; thence South 45°15'58" East 149.01 feet; thence North 66°20'37" East 99.96 feet; thence South 18°58'37" East 81.38 feet; thence North 56°09'05" East 64.95 feet; thence South 08°22'31" East 59.67 feet; thence South 58°23'04" East 210.71 feet; thence North 62°39'46" East 61.03 feet; thence South 18°23'08" East 80.23 feet; thence South 67°50'12" East 41.82 feet; thence North 39°21'53" East 65.54 feet; thence South 48°52'54" East 69.76 feet; thence North 73°47'46" East 36.73 feet; thence South 18°13'28" East 38.12 feet; thence North 79°42'39" East 87.35 feet; thence South 32°24'56" East 72.38 feet to the north-south Quarter Section line of said Section 9; thence leaving said center of ravine South 04°46'27" West 542.56 feet along said Quarter Section line to the Center Quarter Corner of said Section 9; thence South 04°47'26" West 1,327.63 feet along the said Quarter Section line to the Center-South 1/16th Corner of said Section 9; thence North 89°59'03" West 1,362.69 feet along the east-west 1/16th Section line of the Southwest Quarter of said Section 9 to the Southwest 1/16th Corner of said Section 9; thence North 02°57'09" East 1,322.76 feet along the north-south 1/16th section line of the Southwest Quarter of said Section 9 to the Center-West 1/16th Corner of said Section 9; thence North 02°54'47" East 1,223.32 feet along the north-south 1/16th Section line of the Northwest Quarter of said Section 9 to the true point of beginning.