



W3251905

WHEN RECORDED MAIL TO:
Taylor West Weber Park District
1657 South 4700 West
Ogden, Utah 84404

E# 3251905 PG 1 OF 10
Leann H. Kiltz, WEBER COUNTY RECORDER
23-Aug-22 0332 PM FEE \$40.00 DEP SLV
REC FOR: SMITH KNOWLES PC
ELECTRONICALLY RECORDED

Parcel Nos. 15-078-0182 and Taylor Landing Phases 1A and 2

Easement Agreement

THIS EASEMENT AGREEMENT (this “**Agreement**”) is entered into as of July 11, 2022 (the “**Effective Date**”), by and between **Heritage Land Development, LLC**, a Utah limited liability company (“**Grantor**”), and **Taylor West Weber Park District** formerly recorded as the **Western Weber Park District**, a Utah political subdivision (“**Grantee**”). Grantor and Grantee are individually referred to herein as “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Grantor is the owner of that certain real property located in Weber County, Utah, more particularly described on attached Exhibit “A” (the “**Burdened Property**”).

B. Grantee desires to obtain from Grantor, and Grantor desires to grant to Grantee, a perpetual, non-exclusive horse trail easement across a portion of the Burdened Property, subject to the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms, conditions, covenants, agreements and restrictions in this Agreement, the Parties hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement over and across the Southernmost 20 feet of the Burdened Property (the “**Easement Area**”) for a public horse trail, pedestrian trail, and other similar or related uses (the “**Easement**”). The Easement is appurtenant to and runs with the Benefitted Property. The Parties further intend and agree that the Easement Area shall be extended in the same width further to the east across the south end of the adjacent real property as illustrated on the plat (a copy of the illustration is attached hereto as Exhibit “B” and incorporated herein by this reference) across proposed open spaces for future phases of the Taylor Landing Cluster Subdivision (“**Open Space**”) to the eastern boundary of said proposed Open Space as Grantor obtains ownership of said parcels of real property located to the east of the Easement area for all future phases of the Taylor Landing Cluster Subdivision. The Parties agree that the agreement and obligation shall also be appurtenant to and run with the Benefitted Property and shall be binding upon the successors and assigns of Grantor. Grantor hereby understands and agrees that the extension of the Easement Area as outlined above shall occur immediately upon Grantor’s acquisition of future phases of the Taylor Landing Cluster Subdivision. The Parties acknowledge that Weber County also holds a 25 foot easement in relation to the Southernmost 25 feet of the Burdened Property. In the event of a conflict, the easement granted hereby, shall be adjusted and located immediately alongside the Weber County Easement so as not to conflict in the intended uses of the easements.

2. Construction of Improvements. Grantor has no obligation to improve, maintain, repair, or replace any improvements of any kind within the Easement Area or relating in any way to the Easement. Grantor's sole obligation is the granting of the Easement upon the Easement Area. Grantee, at Grantee's sole cost and expense, and in Grantee's sole discretion, shall be responsible for any and all improvements, repairs, maintenance, replacements, etc., relating to the Easement or within the Easement Area. Grantee agrees that the work related thereto shall be performed in a good and workmanlike manner and in accordance with all applicable laws, ordinances, and regulations.
3. Additional Covenants. Grantee and Grantor shall not obstruct or block the use of the Easement or the Easement Area. Grantee shall not cause the Easement Area to be used in any manner that causes the Easement Area or Burdened Property to no longer qualify as Open Space under the applicable cluster subdivisions ordinances of Weber County, Utah. If at any time, whether caused by Grantee or Grantee's Agents (defined below) or not, the use of the Easement Area for the Easement purposes causes the Easement Area and/or Burdened Property to no longer qualify as Open Space under applicable cluster subdivisions ordinances of Weber County, then the Parties agree to terminate or revise the Easement as reasonably necessary to cause the Burdened Property to again fully qualify as Open Space under applicable cluster subdivisions ordinances of Weber County.
4. Term. Except as otherwise set forth herein, the Easement and this Agreement shall remain in effect perpetually.
5. Access. Grantee, and its invitees, licensees, tenants, and agents, which may include the general public ("**Grantee's Agents**") shall enter upon the Easement Area at their sole risk and hazard, and Grantee and Grantee's Agents hereby release Grantor from any claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee's Agents.
6. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition, and use of the Easement Area, including, but not limited to, any warranty of merchantability or fitness for a particular purpose.
7. Right to Relocate. Grantor may, at Grantor's sole cost and expense, relocate the Easement and/or Easement Area to any other location on the Burdened Property after providing Grantee with at least 30 days' advance written notice describing the proposed location, provided that the relocated easement area provides Grantee substantially the same access, same easement termination point on the eastern edge of the currently proposed open spaces for all existing and future phases of the Taylor Landing Cluster Subdivision and use rights without material diminishment. Grantor will comply with all applicable ordinances, rules and regulations and all applicable state laws and regulations when performing the relocation. Following the relocation, the parties agree to execute and record an amendment to this Agreement identifying the new Easement Area and releasing those portions of the Burdened Property no longer required for the Easement. In the event the Easement is relocated, Grantor, their successors and assigns shall promptly and timely move, install and/or restore the new Easement Area and any improvements that existed on the Easement before relocation to the new Easement Area, to the same or better

condition as they existed on the Easement Area originally immediately prior to the relocation of the the Easement by Grantor and/or Grantor's successors and assigns.

8. Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain and repair the Easement Area in good working order and condition. Grantee shall promptly repair any damage to the Easement Area and the Burdened Property, and any improvements located thereon, caused by Grantee and/or Grantee's Agents, and shall promptly and timely restore the Easement Area and Burdened Property, and any improvements thereon, to the same or better condition as they existed immediately prior to any entry on to or work performed within the Easement Area by Grantee and or Grantee's Agents. Nothing herein grants Grantee or Grantee's Agents the right to access any part of the Burdened Property outside the Easement Area. Notwithstanding the foregoing, in the event Grantor or their successors, assigns, guests and invitees cause any damage to the Easement Area on the Burdened Property and any improvements located thereon, whether intentionally or negligently or due to any construction or work on the Easement Area on the Burdened Property, Grantor shall promptly and timely restore the Easement Area on the Burdened Property, and any improvements thereon, to the same or better condition as they existed immediately prior to any entry onto, damage to or work performed within the Easement Area by Grantor and or Grantor's successors, assigns, guests or invitees.
9. Liens. Grantee will keep the Easement Area and Burdened Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee, and Grantee will indemnify, hold harmless, and agree to defend Grantor from any liens that may be placed on the Easement Area pertaining to any use of, or obligations incurred by, through, for, or under such Grantee or Grantee's Agents. Any such liens must be released of record within 30 days. Any amount spent by Grantor to remove, or cause to be released, any such lien shall be reimbursed by Grantee within 30 days of Grantee's receipt of written notice and reasonable proof of such costs incurred by Grantor.
10. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Grantee's use of the Easement Area shall neither obstruct nor conflict with any third party's use of the Easement Area.
11. Indemnification. Grantee shall indemnify, save, defend (with counsel reasonably acceptable to Grantor), and hold harmless Grantor from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage that may be incurred by Grantor as a result of any liabilities, damages, judgments, costs, expenses, penalties, and/or injuries to persons or property caused by or arising out of, either directly or indirectly, (i) the use of the Easement Area by Grantee and/or Grantee's Agents; (ii) any entry onto the Easement Area and/or the Burdened Property by Grantee and/or Grantee's Agents; and (iii) any work performed on the Easement Area by Grantee and/or Grantee's Agents.
12. Notice. All notices required by this Agreement must be in writing and signed by the Party giving notice. Notices may be hand-delivered or given by email, facsimile transmittal, regular mail, or overnight courier directed to the email address, telecopier number, or address of Grantor set forth below and of Grantee set forth below. All notices so given shall be considered effective, if hand-delivered, when received; if sent by email, when sent; if delivered by facsimile transmittal, upon telephone confirmation of receipt; if delivered by courier, one business day after timely deposit with the courier service, charges prepaid; or if mailed, three days after deposit, first class postage prepaid, with the United States Postal Service or other overnight courier service (such as FedEx

or UPS). Either Party may change the address or addresses to which future notices shall be sent by notice given in accordance with this Section. Any notice to Grantor or to Grantor shall be addressed as follows:

To Grantor: Heritage Land Development, LLC
470 N. 2450 W.
Tremonton, Utah 84337

To Grantee: Western Weber Parks District
1657 S. 4700 W.
Ogden UT, 84404

13. Court Costs and Attorneys' Fees. In the event of any legal action or proceeding between the Parties, reasonable attorneys' fees and expenses of the substantially prevailing party in any such action or proceeding will be added to the judgment therein.
14. No Third-Party Beneficiaries. There is no intent by either Party to create or establish third party beneficiary status or rights in any third party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and Grantee and Grantor expressly disclaim any such third-party benefit.
15. No Dedication. The Easement granted herein shall not be deemed to be a gift or dedication of any portion of the Burdened Property to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed. Neither Grantee, nor its successors or assigns, nor the public may acquire or be entitled to claim or assert any rights to the Burdened Property beyond the express terms and conditions of this Agreement.
16. Counterparts; Incorporation. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The recitals set forth above and exhibits attached hereto are incorporated herein by this reference.
17. Governing Law; Venue. This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah. Venue for any action, suit, or proceeding relating to this Agreement shall lie in the state and federal courts located in Weber County, Utah.
18. No Waiver; Severability. The failure of any Party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that such Party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein. Invalidation of any one of the covenants or restrictions set forth in this Agreement by judgment or court order shall in no way affect all other provisions, which shall remain in full force and effect.
19. Covenant Running with the Land. This Agreement shall be a covenant running with the land and

shall be binding upon the Burdened Property.

20. Amendment; Termination. This Agreement may not be amended, changed, or modified in any way except in a writing executed by Grantor and Grantee. Grantee may elect to terminate its use of the Easement Area and this Agreement at any time upon providing written notice to Grantor of the same.

21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement to be effective as of the Effective Date.

- GRANTEE:
-
- Taylor West Weber Park District
- formerly recorded as the Western Weber Parks District

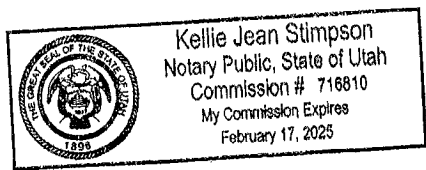
By: _____
 Printed Name: _____
 Title: Authorized Agent

ATTEST: _____
 NAME: _____
 TITLE: Clerk

- GRANTOR:
 -
 - Heritage Land Development, LLC
 -
- By: _____
 Printed Name: L. Boyd Cook
 Title: Authorized Signer

STATE OF UTAH)
 : ss
 COUNTY OF Box Elder)

The foregoing instrument was acknowledged before me on L. Boyd Cook, 2022, by L. Boyd Cook as Authorized Signer of Heritage Land Development, LLC.



[Signature]
 NOTARY PUBLIC

shall be binding upon the Burdened Property.

- 20. Amendment; Termination. This Agreement may not be amended, changed, or modified in any way except in a writing executed by Grantor and Grantee. Grantee may elect to terminate its use of the Easement Area and this Agreement at any time upon providing written notice to Grantor of the same.
- 21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement to be effective as of the Effective Date.

- GRANTEE:
-
- Taylor West Weber Park District
- formerly recorded as the Western Weber Parks District

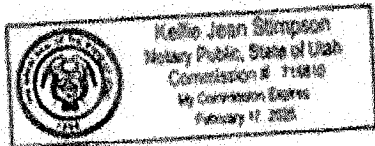
By: [Signature]
 Printed Name: Roger C. Heslop
 Title: Authorized Agent Chair

ATTEST: [Signature]
 NAME: Katie Toone
 TITLE: Clerk

- GRANTOR:
 -
 - Heritage Land Development, LLC
 -
- By: [Signature]
 Printed Name: L. Boyd Cook
 Title: Authorized Signer

STATE OF UTAH)
) ss
 COUNTY OF Box Elder)

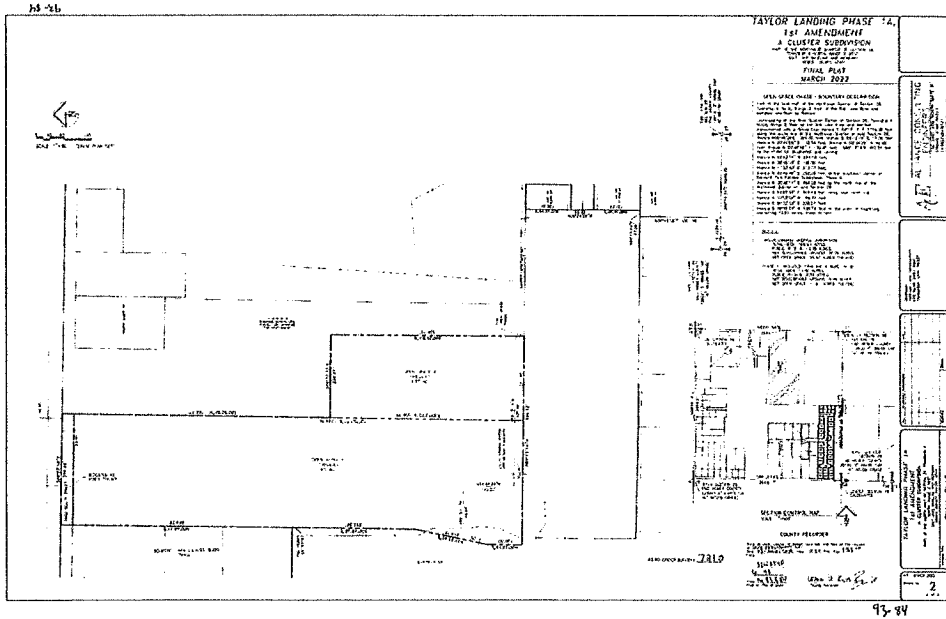
The foregoing instrument was acknowledged before me on L. Boyd Cook, 2022, by L. Boyd Cook as Authorized Signer of Heritage Land Development, LLC.



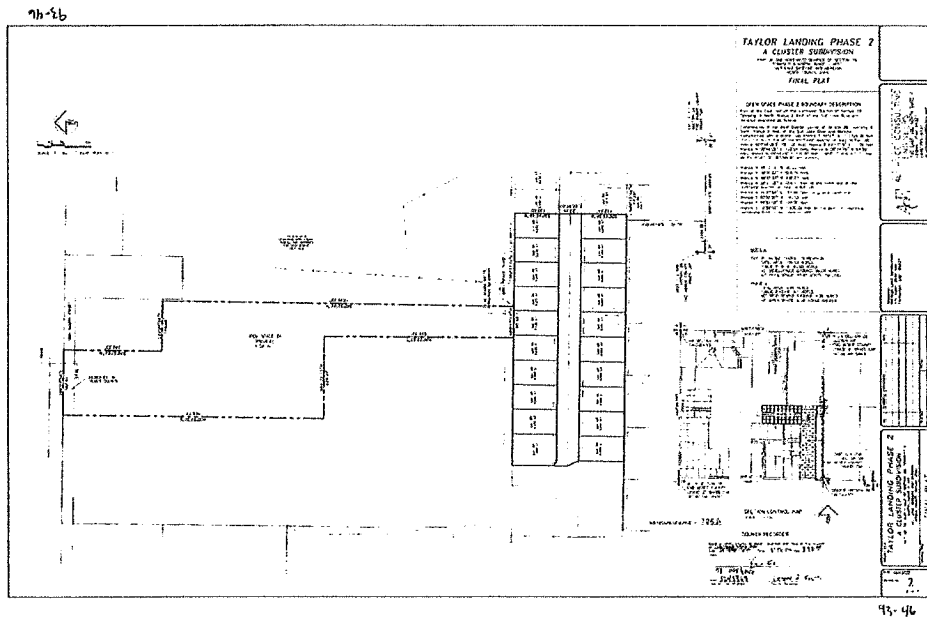
[Signature]
 NOTARY PUBLIC

Exhibit A

Open Space B as shown on the Taylor Landing Phase 1A, 1st Amendment A Cluster Subdivision final plat, on file and of record in the office of the Weber County Recorder's Office:



Open Space 2A as shown on the Taylor Landing Phase 2 A Cluster Subdivision final plat, on file and of record in the office of the Weber County Recorder's Office:



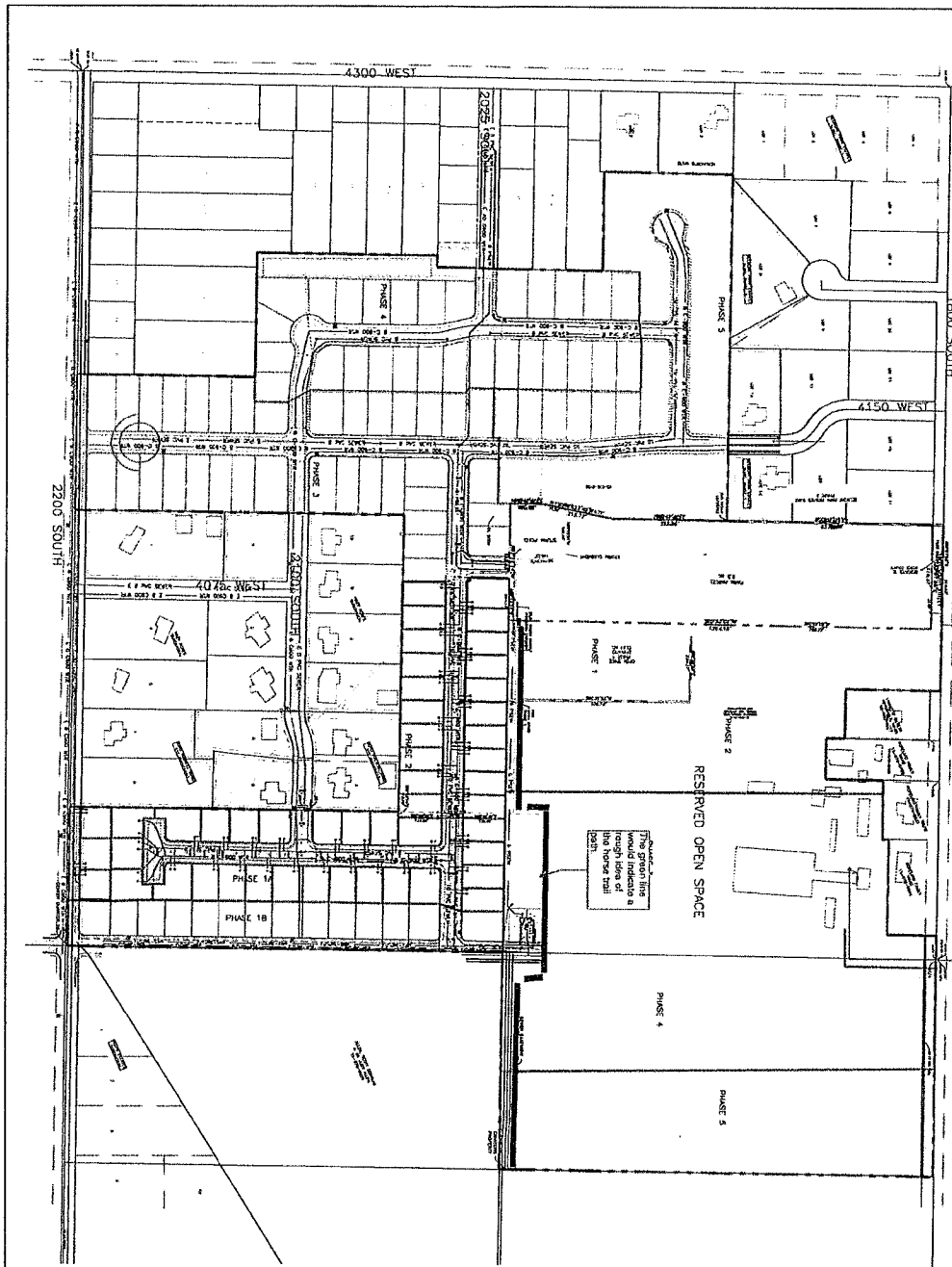
Tax ID: 15-078-0182:

PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN, MONUMENTED WITH A BRASS CAP; THENCE SOUTH 89D13'14" EAST 913.30 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28 TO THE POINT OF BEGINNING; AND RUNNING THENCE NORTH 00D48'39" EAST 539.29 FEET ALONG THE BOUNDARY OF SUNSET EQUESTRIAN CLUSTER SUBDIVISION, PHASE 1; THENCE SOUTH 88D48'29" EAST 75.08 FEET; THENCE NORTH 00D46'08" EAST 101.92 FEET; THENCE NORTH 29D04'01" WEST 76.38 FEET; THENCE NORTH 00D46'08" EAST 479.80 FEET; THENCE NORTH 49D22'51" WEST 15.63 FEET; THENCE NORTH 00D46'08" EAST 75.00 FEET; THENCE SOUTH 89D09'17" EAST 147.00 FEET; THENCE NORTH 00D46'08" EAST 17.97 FEET; THENCE SOUTH 89D13'14" EAST 197.94 FEET; THENCE NORTH 00D42'56" EAST 40.00 FEET; THENCE SOUTH 89D13'14" EAST 226.00 FEET TO THE NORTHWEST CORNER OF LOT 38, TAYLOR LANDING, PHASE 2; THENCE ALONG THE BOUNDARY OF TAYLOR LANDING, PHASE 2 THEN NEXT THREE COURSES: (1) THENCE SOUTH 00D42'56" WEST 163.00 FEET; (2) THENCE SOUTH 24D26'56" EAST 36.48 FEET; (3) THENCE SOUTH 00D46'10" WEST 132.54 FEET; THENCE ALONG THE BOUNDARY OF HAZY ACRES SUBDIVISION THE NEXT TWO COURSES: (1) THENCE NORTH 89D13'14" WEST 201.28 FEET; THENCE SOUTH 00D46'08" WEST 1001.00 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 89D13'14" WEST 410.78 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. ALSO: PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN, MONUMENTED WITH A BRASS CAP; THENCE SOUTH 89D13'14" EAST 2224.08 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 00D46'08" EAST 1001.00 FEET; THENCE SOUTH 89D13'14" EAST 17.26 FEET; THENCE NORTH 00D46'08" EAST 132.54 FEET; THENCE NORTH 00D34'29" WEST 66.02 FEET; THENCE NORTH 00D46'46" EAST 130.00 FEET TO THE POINT OF BEGINNING; AND RUNNING THENCE NORTH 89D13'14" WEST 271.71 FEET ALONG THE NORTH LINE OF TAYLOR LANDING, PHASE 2; THENCE NORTH 00D52'02" EAST 1036.32 FEET; THENCE SOUTH 89D07'58" EAST 6.00 FEET; THENCE SOUTH 00D52'02" WEST 58.15 FEET; THENCE SOUTH 89D07'58" EAST 125.00 FEET; THENCE NORTH 00D52'02" EAST 178.48 FEET; THENCE SOUTH 89D07'58" EAST 180.00 FEET; THENCE NORTH 00D52'02" EAST 20.00 FEET; THENCE SOUTH 89D07'58" EAST 199.89 FEET; THENCE SOUTH 00D42'57" WEST 1175.87 FEET TO THE NORTH LINE OF TAYLOR LANDING, PHASE 1; THENCE NORTH 89D13'14" WEST 242.29 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. BEING PART OF PARCELS 15-078-0179 AND 15-078-0176, TO BE KNOWN AS PROPOSED TAYLOR LANDING PHASE 3.

Exhibit B

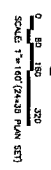
Illustration of extension of Easement over Future Open Space as shown on the Taylor Landing Phase subdivision plat, on file and of record in the office of the Weber County Recorder's Office.

(See Attached)

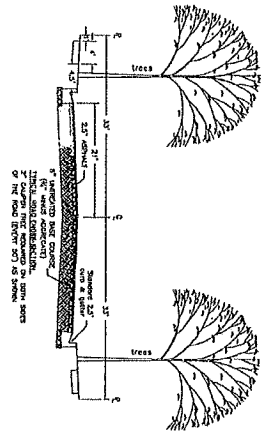


- NOTES:**
1. THIS MAP, FOR ALL ASPECTS OF FORM, MATERIALS AND CONSTRUCTION, SHALL BE IN ACCORDANCE WITH THE SUBDIVISION ACT, CHAPTER 56, ARTICLE 1, SECTION 24.1, 24.2, 24.3, 24.4, 24.5, 24.6, 24.7, 24.8, 24.9, 24.10, 24.11, 24.12, 24.13, 24.14, 24.15, 24.16, 24.17, 24.18, 24.19, 24.20, 24.21, 24.22, 24.23, 24.24, 24.25, 24.26, 24.27, 24.28, 24.29, 24.30, 24.31, 24.32, 24.33, 24.34, 24.35, 24.36, 24.37, 24.38, 24.39, 24.40, 24.41, 24.42, 24.43, 24.44, 24.45, 24.46, 24.47, 24.48, 24.49, 24.50, 24.51, 24.52, 24.53, 24.54, 24.55, 24.56, 24.57, 24.58, 24.59, 24.60, 24.61, 24.62, 24.63, 24.64, 24.65, 24.66, 24.67, 24.68, 24.69, 24.70, 24.71, 24.72, 24.73, 24.74, 24.75, 24.76, 24.77, 24.78, 24.79, 24.80, 24.81, 24.82, 24.83, 24.84, 24.85, 24.86, 24.87, 24.88, 24.89, 24.90, 24.91, 24.92, 24.93, 24.94, 24.95, 24.96, 24.97, 24.98, 24.99, 24.100.
 2. THIS MAP IS A PRELIMINARY MASTERPLAN AND IS NOT TO BE USED FOR CONSTRUCTION OF THE PROJECT.
 3. ANY CHANGES TO THIS MAP SHALL BE MADE BY A SUPPLEMENTAL MAP.

TAYLOR LANDING
A CLUSTER SUBDIVISION
 PART OF THE NORTH HALF OF SECTION 24, TOWNSHIP 6
 SOUTH, RANGE 2 WEST,
 NEBRASKA COUNTY, NEBRASKA
PRELIMINARY PLAT MASTERPLAN



The ground lines are rough ideas of how horses trail.



PROJECT NAME
TAYLOR LANDING
A CLUSTER SUBDIVISION
 DRAWING TITLE
PRELIMINARY PLAT MASTERPLAN

| NO. | REVISION / SUBMISSION | DATE |
|-----|-----------------------|------|
| | | |
| | | |
| | | |
| | | |

REVISION 1
 DATE: 11/11/2022

DRAWN BY
 PROJECT NO. 1

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 OMAHA, NEBRASKA 68102
 402.426.8122
 ace@alliance-engineers.com

