

Ent 449085 Bk 1217 Pg 114-123
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PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
For: GORDON LAW GROUP

When Recorded Mail To:
Gordon Law Group, P.C.
345 West 600 South, Suite 108
Heber City, Utah 84032

Parcel ID. No. 00-0020-8063
00-0020-8066
00-0020-8069
00-0020-8068
00-0020-8057
00-0020-8062

DECLARATION OF AND RECIPROCAL EASEMENT AGREEMENT

THIS DECLARATION OF AND RECIPROCAL EASEMENT AGREEMENT (the "Agreement") is executed this 20th day of February, 2018, by Leroy Sweat Properties, LC (hereafter "LSP") and Double O Ranch, LLC (hereafter "DOR"). LSP and DOR may sometimes be referred to herein as each an "Owner" or collectively, the "Owner."

A. WHEREAS, LSP is the owner of three parcels of real property located in Wasatch County, State of Utah, bearing Parcel ID Nos. 00-0020-8063, 00-0020-8066 and 00-0020-8069, and subject to that certain Boundary Line Agreement between LSP and DOR recorded contemporaneously herewith (collectively hereafter referred to as the "LSP Parcels").

B. WHEREAS, DOR is the owner of three parcels of real property situated in Wasatch County, Utah, bearing Parcel ID Nos. 00-0020-8068, 00-0020-8057 and 00-0020-8062, and subject to a certain Boundary Line Agreement between LSP and DOR recorded contemporaneously herewith (collectively hereafter referred to as the "DOR Parcels"). The LSP Parcels and DOR Parcels are sometimes collectively referred to herein as the "Properties" or each, a "Property."

C. WHEREAS, the Owners have fully and finally resolved the claims between them in the lawsuit styled *Otis Sweat Family, LLC et al., v. Prather, et al.*, Case No. 110500519, pending before the Fourth Judicial District Court, State of Utah, in a separate settlement agreement between them.

D. WHEREAS, pursuant to the settlement agreement and this Agreement, the Owners desire to establish a non-exclusive easement over, across and upon portions of the LSP Parcels and DOR Parcels for purposes of ingress and egress for the mutual and reciprocal benefit of the Properties and the present and future owners, tenants, occupants and invitees thereof, which easement area has been delineated and established by a 2017 survey prepared and recorded by Summit Engineering Group, Inc. of Heber City, Utah.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein and in the settlement agreement, the Owners declare, covenant and agree that the Properties and all present and future owners, tenants, occupants and invitees of the Owners' Properties shall be and hereby are subject to the terms, easements, covenants, conditions and restrictions as follows:

1. DEFINITIONS. For purposes hereof:

1.1 The term "Owner" or "Owners" shall mean the Owners, and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the Properties, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such Properties or any portion thereof.

1.2 The term "Permittees" shall mean the Owners of the Properties, and the tenant(s) or occupant(s) of the Properties, and the respective employees, agents, contractors, customers, invitees and licensees thereof.

2. EASEMENTS.

2.1 Declaration and Grant of Reciprocal Access Easements. Subject to any express conditions, limitations or reservations contained herein, Owners hereby declare, grant, establish, reserve, covenant and agree that the Properties, and all Owners and Permittees of the Properties, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Properties and all present and future Owners and Permittees of the Properties:

(a) A 60 foot wide easement for reasonable access, ingress and egress to, from, upon, over and across the Properties for the purpose of ingress and egress to and from all abutting streets or rights of way furnishing access to the Properties and between the Properties and various portions of the Properties for the purposes of accessing the Properties, including, but not limited to, access for livestock, pedestrian, vehicular, ATV, agricultural, recreational, and similar uses.

(b) The Owners covenant and agree that the rights granted pursuant to this easement shall at all times be exercised in such a manner as not to unreasonably interfere with the normal use and enjoyment of the Properties.

(c) The Owners covenant and agree to not at any time undertake any act, directly or indirectly or through a third party, to obstruct, make more difficult, or otherwise interfere with the reasonable use or intended use of the easement, including without limitation, ingress, and egress.

2.2 Easement Location. The easement area shall include the area with the legal description, located in Wasatch County, Utah, as follows:

SEE ATTACHMENT "A" HERETO

2.3 Retention of Ownership. Notwithstanding the easement, the Owners shall at all times retain their respective ownership of their own Property underlying the easement, as the boundaries between the Properties are agreed to in the Boundary Line Agreement between the Owners and recorded simultaneously herewith.

2.4. Access. Should a gate and lock be mutually deemed necessary under this Agreement, each Owner shall be provided a key or combination by the Owner installing said lock to enable it access across the easement.

2.5 Indemnification. Each Owner having rights of use with respect to any easements granted in this Agreement (an "Indemnifying Owner") shall indemnify and hold each other Owner whose particular Property is subject to the easements and each of such other Owner's Permittees harmless from and against all claims, liabilities, damages, penalties, costs, demands and expenses (including reasonable attorneys' fees and legal costs) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of the Indemnifying Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

3. FUTURE DEVELOPMENT. The Owners may each in its sole discretion, upon written notice to the other, develop and improve the easement for ease and increase of use for pedestrian and/or vehicular traffic and for development of their Property as long as the improvements do not interfere with either Owner's use of their own Property or intended use of the Property. In such event, the Owner undertaking improvement of the easement agrees to pay all costs of grading, graveling, paving and improving of the easement as required by Independence City and/or Wasatch County. Either Owner may dedicate the easement to Independence City and/or Wasatch County as may be required in the future for development of the Property(ies). In the event that an Owner elects to

seek a public right-of-way, the Owner seeking such right-of-way shall pay all costs associated with development and maintenance of such right-of-way and also any costs associated with a public dedication of such right-of-way by Independence City and/or Wasatch County. Subject to obtaining the prior written consent, which consent shall not be unreasonably withheld, each Owner agrees to grant such additional easements as are reasonably required by any public or private utility for development of the easement, provided such easements are not otherwise inconsistent with the provisions of this Agreement.

4. MAINTENANCE AND REPAIR. Each Owner shall at all times be responsible, at its own cost, for the regular maintenance, repair and replacement of all of the easements areas located on its own Property, provided, however, that an Owner shall not be required at any time to maintain, repair or replace improvements undertaken by the other Owner pursuant to Paragraph 3 above. Notwithstanding the foregoing, any damage to any easement, which is caused by intentional or negligent acts of one of the Owners or its Permittees, shall be promptly repaired at the sole cost of such Owner.

5. MISCELLANEOUS.

5.1 Amendment. The Owners agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Properties, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the Wasatch County Recorder in Utah.

5.2 No Agency. Nothing in this Agreement shall be deemed or construed by any person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between any persons.

5.3 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the Properties and create equitable servitudes in favor of the Property(ies) benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the Owners and their respective successors, assigns, heirs, and personal representatives.

5.4 Grantee's Acceptance. The grantee of any of the Properties, or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Owner or from any subsequent Owner of such Properties, or any portion thereof, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions, duties and obligations contained herein. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other affected persons, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the portion of the Properties so acquired by such grantee.

5.5 Severability. Each provision of this Agreement and the application thereof to the Properties are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of all of the Properties by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

5.6 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery at the Owner's last known address. Notice shall be deemed given upon receipt or refusal to accept delivery. Each Owner may change from time to time their respective address for notice hereunder by like notice to the other.

5.7 Governing Law. The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Agreement.

5.8 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Property, this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the affecting Property(ies) land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

5.9 Benefits to Permittees. Notwithstanding anything contained herein to the contrary, any provision creating a right or benefit for an Owner shall be deemed to also create a similar right or benefit for such Owner's tenants and subtenants.

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[SIGNATURES ON FOLLOWING PAGE]

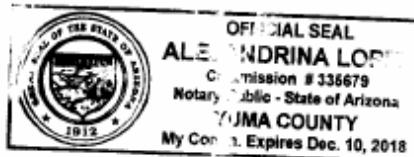
IN WITNESS WHEREOF, the Owners have executed this Agreement as of the date first written above.

LEROY SWEAT PROPERTIES, LC

By: Sharon S. McDonald

Print Name: Sharon S. McDonald, Phil K Sweat

Its: Managers



STATE OF UTAH Yuma)
 Arizona : ss
 COUNTY OF WASATCH)
Yuma

On the 9 day of Feb, 2018, personally appeared before me Sharon S McDonald, Phil K Sweat, the manager of LEROY SWEAT PROPERTIES, LC, a Utah limited liability company and the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same on behalf of said company.

Alexandrina Lopez Notary Public of Yuma

DOUBLE O RANCH, LLC

By: _____

Print Name: _____

Its: _____

STATE OF NEW MEXICO)
 : ss
 COUNTY OF _____)

On the _____ day of _____, 2018, personally appeared before me _____, the manager of DOUBLE O RANCH, LLC, a Utah limited liability company and the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same on behalf of said company.

 Notary Public of _____

IN WITNESS WHEREOF, the Owners have executed this Agreement as of the date first written above.

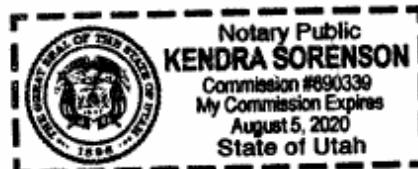
LEROY SWEAT PROPERTIES, LC

By: Barbara Ann Spencer
 Print Name: Barbara Ann Spencer
 Its: Manager

STATE OF UTAH)
 Utah : ss
 COUNTY OF WASATCH)

On the 20th day of Feb, 2018, personally appeared before me Barbara Spencer the manager of LEROY SWEAT PROPERTIES, LC, a Utah limited liability company and the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same on behalf of said company.

Kendra Sorenson Notary Public of Utah



DOUBLE O RANCH, LLC

By: _____
 Print Name: _____
 Its: _____

STATE OF NEW MEXICO)
 : ss
 COUNTY OF _____)

On the _____ day of _____, 2018, personally appeared before me _____, the manager of DOUBLE O RANCH, LLC, a Utah limited liability company and the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same on behalf of said company.

Notary Public of _____

IN WITNESS WHEREOF, the Owners have executed this Agreement as of the date first written above.

LEROY SWEAT PROPERTIES, LC

By: _____

Print Name: _____

Its: _____

STATE OF UTAH)
: ss
COUNTY OF WASATCH)

On the _____ day of _____, 2018, personally appeared before me _____, the manager of LEROY SWEAT PROPERTIES, LC, a Utah limited liability company and the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same on behalf of said company.

Notary Public of _____

DOUBLE O RANCH, LLC

By: Jolyn Hall

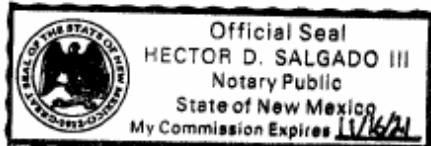
Print Name: Jolyn Hall

Its: manager

STATE OF NEW MEXICO)
: ss
COUNTY OF Bernalillo)

On the 29th day of January, 2018, personally appeared before me Jolyn Hall, the manager of DOUBLE O RANCH, LLC, a Utah limited liability company and the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same on behalf of said company.

Hector D. Salgado III Notary Public of New Mexico



ATTACHMENT A

(Legal Description and Survey of the Easement)

A RIGHT-OF-WAY 60 FEET IN WIDTH, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, TO WIT:

BEGINNING NORTH 472.40 FEET AND EAST 3666.18 FEET FROM THE 1998 WASATCH COUNTY BRASS CAP MONUMENT FOR THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN (THE 1998 WASATCH BRASS CAP MONUMENT FOR THE WEST QUARTER CORNER OF SAID SECTION BEARS SOUTH 01°19'21" WEST 2685.24 FEET FROM SAID NORTHWEST CORNER) IN CONFORMANCE WITH THE UTAH STATE COORDINATE SYSTEM CENTRAL ZONE BEARINGS, NAD 83); AND RUNNING

THENCE NORTH 25°08'46" WEST 218.47 FEET;

THENCE NORTH 09°19'02" WEST 83.35 FEET MORE OR LESS TO THE CENTERLINE OF CENTER CREEK ROAD;

THENCE ALONG THE CENTERLINE OF CENTER CREEK ROAD THE FOLLOWING TWO COURSES:

(1) SOUTH 45°53'25" EAST 50.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE LEFT (NORTHEAST) AND HAVING A RADIUS OF 75.60 FEET;

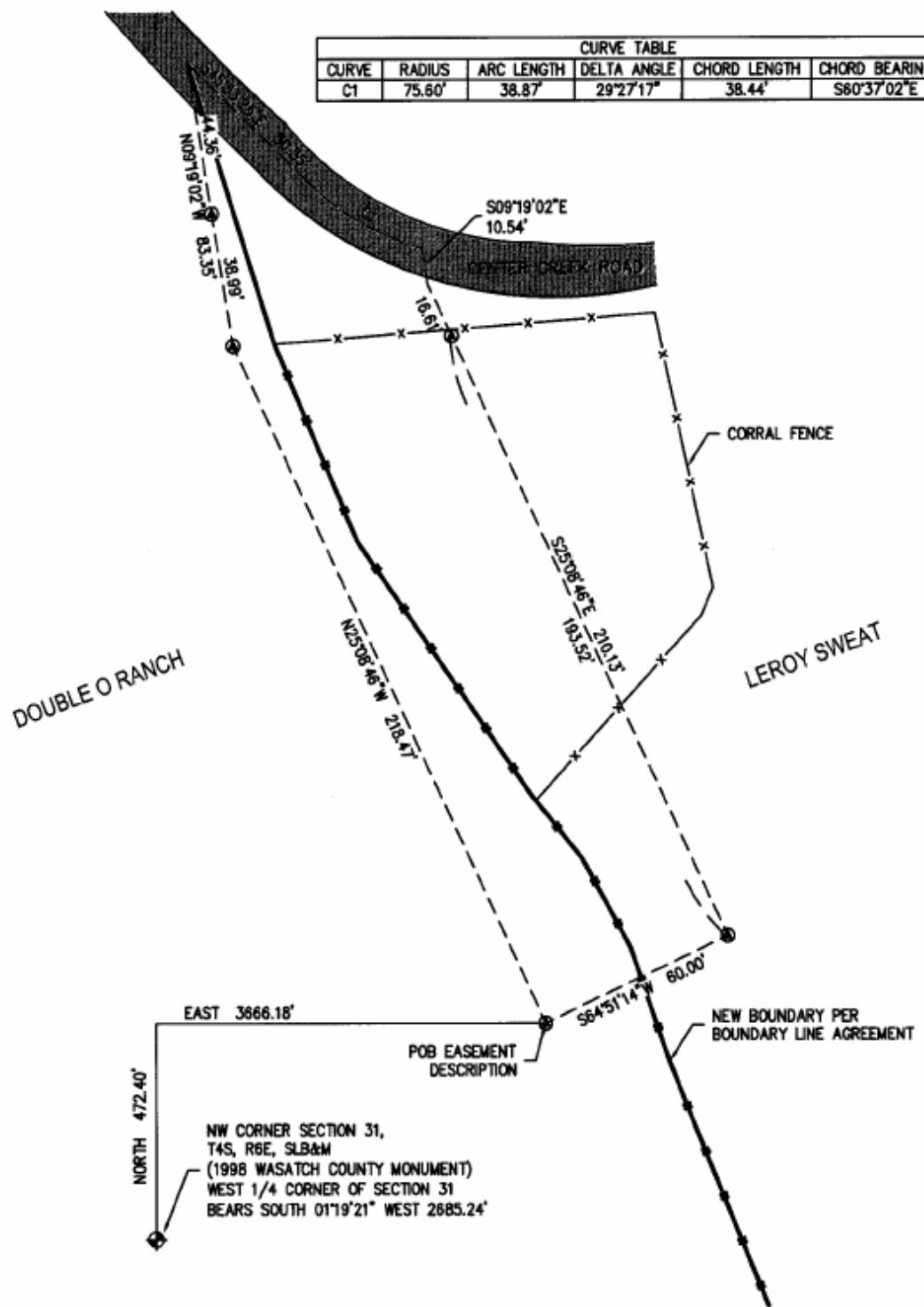
(2) THENCE ALONG SAID CURVE 38.87 FEET AND THROUGH A CENTRAL ANGLE OF 29°27'17" (CHORD BEARING AND DISTANCE BEING SOUTH 60°37'02" EAST 38.44 FEET);

THENCE SOUTH 09°19'02" EAST 10.54 FEET;

THENCE SOUTH 25°08'46" EAST 210.13 FEET;

THENCE SOUTH 64°51'14" WEST 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.35 ACRES



PROJECT
L17-270

1

PROJECT
DOUBLE O RANCH
60' EASEMENT

88 WEST CENTER
P.O. BOX 178
HEBER CITY, UT 84032

P: 435.654.8229
F: 435.654.8331



Summit Engineering Group Inc.

Structural • Civil • Surveying