

WHEN RECORDED, MAIL TO:

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MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER

FEE 26.00 BY LOOKING GLASS PROPERTIES LLC



DECLARATION AND GRANT OF ACCESS EASEMENT
(Summit County, Utah)

This DECLARATION AND GRANT OF ACCESS EASEMENT (the "**Declaration**") is made and entered into as of this 16th day of July, 2013 (the "**Effective Date**") by LOOKING GLASS PROPERTIES LLC, a Utah limited liability company ("**Declarant**"), having a mailing address at 13053 Minuteman Drive, Draper, Utah 84020.

RECITALS

- A. Declarant owns an undivided 7/8 interest in an approximately 40-acre parcel of real property located in Summit County, Utah, as more particularly described in attached Exhibit A (the "**Benefitted Property**").
- B. Declarant also owns a separate, larger parcel of real property located in Summit County, Utah, adjacent to the Benefitted Property, as more particularly described in attached Exhibit B (the "**Burdened Property**") and, together with the Benefitted Property, the "**Subject Properties**").
- C. Declarant has historically obtained access to and from the Benefitted Property and to and from the public roadway known as "Weber Canyon Road" (the "**Public Roadway**") over a portion of the Burdened Property, as described, identified and shown on attached Exhibits C and D, and Declarant now desires to enter into this Declaration to confirm the right of access over such area, for the benefit of the owner of the Benefitted Property, in writing, subject to the terms and conditions set forth below.

TERMS

NOW, THEREFORE, Declarant hereby confirms and agrees as follows:

1. **Grant of Access Easement.** Declarant hereby grants, conveys and creates, for the benefit of the Benefitted Property, a non-exclusive and perpetual easement and right-of-way (the "**Easement**") for access and vehicular and pedestrian ingress and egress over, upon and across the portion of the Burdened Property described on attached Exhibit C and depicted on attached Exhibit D (the "**Easement Area**"), to and from the Benefitted Property and to and from the Public Roadway.
2. **No Barriers or Interference.** Neither the owner of the Benefitted Property or the owner of the Burdened Property shall construct, place, or permit to be constructed or placed within the Easement Area any fences, curbs, barriers or other improvements or obstacles which would prevent, obstruct or impede the passage of pedestrians or vehicles within or across such Easement Area. The foregoing provisions shall not prohibit the temporary erection of a barricade which is reasonably necessary for the construction, repair or maintenance of any portion of the Subject Properties, as the case may be, provided, however, that any such work shall be conducted in a manner calculated to cause the least interference to the use of the applicable Easement Area as is reasonably practicable.
3. **Use of Easement.** Subject to the limitations contained herein, the owners of the Benefitted Property and the Burdened Property may authorize their respective employees, customers,

vendors, and invitees to use the Easement Area for the purposes and subject to the limitations stated herein; provided, that, the party authorizing such persons to use the Easement Area shall be responsible for causing such persons to use the Easement Area in accordance with the terms, provisions and limitations set forth in this Declaration.

4. Maintenance. The owner of the Burdened Property shall be primarily responsible for and shall have control of the lighting, maintenance, and repair of the Easement Area, which shall include snow removal and the maintenance, repair and replacement of any roadway improvements, fencing, or gates (collectively, the "**Maintenance**"); provided, however, that the owners of the Burdened Property and the Benefitted Property shall cooperate reasonably in sharing the costs and expenses incurred by the owner of the Burdened Property for or in connection with the Maintenance of the Easement Area in proportion to their respective use of the Easement Area.

5. Covenants Run With Land. This Declaration, the Easement granted hereby and all of the provisions contained herein shall be covenants running with the real properties referenced herein, shall be enforceable against all present and subsequent owners or tenants thereof, and: (a) shall constitute easements appurtenant to, and made for the direct benefit of, the Benefitted Property, as provided herein; (b) shall create equitable servitudes upon the Easement Area as provided herein; and (c) shall constitute covenants that run with the land, which covenants shall bind and benefit the owners of the Benefitted Property and the Burdened Property, respectively, and any other owner which at anytime acquires fee simple, leasehold or any other interest in all or any portion of the Subject Properties and their respective successors in interest, as contemplated by this Declaration.

6. Breach Will Not Terminate. No breach or violation of any provision of this Declaration will entitle any person or entity to cancel, rescind, or otherwise terminate this Declaration, but this limitation will not affect, in any manner, any other rights or remedies to which a Party may be entitled at law or in equity by reason of a breach of this Declaration.

7. Not A Public Dedication. Nothing contained in this Declaration will be deemed to be a gift or dedication of any portion of Subject Properties to or for the general public or for any public purpose whatsoever, it being the intention of Declarant that this Declaration will be strictly limited to the purposes expressed herein.

8. Indemnification. The owner of the Benefitted Property and its successors and assigns shall use the Easement Area at their own risk and shall defend, indemnify, and hold the owner of the Burdened Property, its successors in interest, parents, subsidiaries, and affiliated entities, and their shareholders, officers, directors harmless from any and all claims, injuries, fines, penalties, costs, expenses, judgments, or damages to the extent arising from or caused by the owner of the Benefitted Property or its employees, customers, vendors, or other invitees being upon the Easement Area by authority of this Declaration.

9. Miscellaneous Provisions

(a) Modification. The provisions of this Declaration may only be modified by the written agreement of the owners of the Subject Properties or their successors in interest.

(b) No Waiver. Failure of any party to insist upon the strict performance of any provision of this Declaration shall not be construed as a waiver for the future of any such provision.

(c) Invalid Provisions. If any provision of this Declaration or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Declaration or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Declaration shall be valid and enforced to the fullest extent permitted by law.

(d) **Successors and Assigns.** All provisions herein shall be binding upon and shall inure to the benefit of the owners of the Subject Properties and their successors in interest to the Subject Properties or any portion thereof.

(e) **Governing Law.** This Declaration shall be construed in accordance with the laws of the State of Utah.

(f) **Interpretation.** Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both other genders, and the term "person" shall include an individual, partnership (general or limited), corporation, limited liability company, trust, or other entity or association, or any combination thereof. The word "including" shall be interpreted to mean "including without limitation." The section headings contained in this Declaration are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Declaration. The language of this Declaration shall be construed as a whole according to its fair meaning and not strictly for or against any of the parties. This Declaration shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

(g) **Attorney's Fees.** If any action is brought to enforce or interpret any of the provisions, covenants, or requirements of this Declaration, the party prevailing in such action, whether in suit or otherwise, shall be entitled to recover from the unsuccessful party reasonable attorneys' fees, including appeals and costs.

[signatures and acknowledgments on following page(s)]

EXHIBIT A

LEGAL DESCRIPTION OF BENEFITTED PROPERTY

That certain real property located in Summit County, Utah, more particularly described as follows:

BEGINNING AT A POINT 3585.56 FEET NORTH 12°07'02" WEST FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE WEST 1320.00 FEET; THENCE NORTH 1320.00 FEET; THENCE EAST 1320.00 FEET; THENCE SOUTH 1320.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 40.00 ACRES, MORE OR LESS.

Tax Parcel I.D. No. SS-192-A

EXHIBIT B

LEGAL DESCRIPTION OF BURDENED PROPERTY

That certain real property located in Summit County, Utah, more particularly described as follows:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING; THENCE SOUTH 59°30'35" WEST 1444.88 FEET; THENCE SOUTH 89°31'35" WEST 59.46 FEET; THENCE SOUTH 59°30'35" WEST 110.00 FEET; THENCE SOUTH 70°51'22" WEST 1000.00 FEET; THENCE SOUTH 89°59'53" WEST 2930.00 FEET; THENCE NORTH 00°00'31" WEST 814.08 FEET; THENCE NORTH 00°08'39" WEST 2620.61 FEET; THENCE NORTH 00°17'50" WEST 2611.99 FEET; THENCE NORTH 89°39'26" EAST 2638.98 FEET; THENCE NORTH 00°02'12" WEST 5280.45 FEET; THENCE NORTH 89°52'51" EAST 2627.48 FEET; THENCE NORTH 00°09'11" WEST 373.32 FEET; THENCE NORTH 89°48'02" EAST 1991.23 FEET; THENCE SOUTH 00°16'31" EAST 5357.81 FEET; THENCE NORTH 89°52'22" EAST 1968.84 FEET; THENCE SOUTH 00°02'15" EAST 6396.35 FEET; THENCE SOUTH 61°47'21" WEST 1240.58 FEET; THENCE NORTH 66°19'49" WEST 22.53 FEET; THENCE NORTH 50°07'17" WEST 59.07 FEET; THENCE NORTH 80°15'24" WEST 41.31 FEET; THENCE NORTH 26°53'27" WEST 22.23 FEET; THENCE NORTH 47°45'30" WEST 81.02 FEET; THENCE NORTH 75°00'00" WEST 18.45 FEET; THENCE NORTH 20°02'01" WEST 29.32 FEET; THENCE NORTH 47°49'47" WEST 37.88 FEET; THENCE NORTH 85°23'10" WEST 24.00 FEET; THENCE NORTH 42°46'19" WEST 42.71 FEET; THENCE NORTH 09°04'12" WEST 42.12 FEET; THENCE NORTH 26°48'18" WEST 98.53 FEET; THENCE NORTH 41.49 FEET; THENCE NORTH 40°40'24" WEST 132.00 FEET; THENCE NORTH 35°05'45" WEST 103.23 FEET; THENCE NORTH 48°25'30" WEST 25.97 FEET; THENCE NORTH 63°09'30" WEST 99.69 FEET; THENCE NORTH 18.99 FEET; THENCE NORTH 39°27'25" WEST 31.02 FEET; THENCE NORTH 27°56'06" WEST 14.07 FEET; THENCE NORTH 32°58'14" WEST 76.76 FEET; THENCE NORTH 55°03'15" WEST 20.37 FEET; THENCE NORTH 25°22'09" WEST 20.34 FEET; THENCE NORTH 60°55'52" WEST 17.76 FEET; THENCE NORTH 22°40'00" WEST 30.47 FEET; THENCE NORTH 18°03'25" EAST 22.28 FEET; THENCE NORTH 51°18'11" WEST 31.31 FEET; THENCE NORTH 27°16'12" WEST 22.61 FEET; THENCE NORTH 27°16'12" WEST 19.15 FEET; THENCE NORTH 35°48'38" WEST 40.83 FEET; THENCE NORTH 46°37'08" WEST 56.74 FEET; THENCE NORTH 42°51'19" WEST 30.63 FEET; THENCE NORTH 54°50'36" WEST 26.93 FEET; THENCE NORTH 53°38'46" WEST 24.81 FEET; THENCE NORTH 06°13'48" WEST 54.92 FEET; THENCE NORTH 09°48'50" WEST 28.43 FEET; THENCE NORTH 40°23'07" WEST 19.33 FEET; THENCE NORTH 17°24'50" EAST 70.93 FEET; THENCE NORTH 46°24'00" WEST 37.33 FEET; THENCE NORTH 27°13'32" WEST 56.81 FEET; THENCE NORTH 34°05'10" WEST 16.06 FEET; THENCE NORTH 16°01'59" WEST 16.89 FEET; THENCE NORTH 44°03'13" WEST 44.57 FEET; THENCE NORTH 19°45'41" WEST 57.77 FEET; THENCE NORTH 16°02'46" WEST 33.98 FEET; THENCE NORTH 27°17'52" WEST 45.25 FEET; THENCE NORTH 30°18'26" EAST 24.80 FEET; THENCE NORTH 38°30'13" WEST 31.92 FEET; THENCE NORTH 59°15'20" WEST 36.36 FEET; THENCE NORTH 39°22'12" WEST 24.10 FEET; THENCE NORTH 61°52'41" WEST 42.68 FEET; THENCE NORTH 44°10'25" WEST 9.86 FEET; THENCE NORTH 18°24'58" EAST 30.60 FEET; THENCE NORTH 52°13'32" WEST 30.98 FEET; THENCE NORTH 75°52'21" WEST 42.49 FEET; THENCE NORTH 34°59'01" WEST 46.04 FEET; THENCE NORTH 29°18'47" EAST 16.04 FEET; THENCE SOUTH 84°55'30" WEST 47.14 FEET; THENCE NORTH 37°36'08" WEST 41.00 FEET; THENCE NORTH 63°06'15" WEST 73.93 FEET; THENCE NORTH 43°10'43" WEST 68.11 FEET; THENCE SOUTH 87°32'31" WEST 1483.15 FEET TO BEGINNING.

LESS AND EXCEPTING THEREFROM SAID PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 3505.67 FEET AND WEST 752.65 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST, SALT LAKE

BASE AND MERIDIAN AND RUNNING; THENCE WEST 1320.00 FEET; THENCE NORTH 1320.00 FEET; THENCE EAST 1320.00 FEET; THENCE SOUTH 1320.00 FEET TO BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED BY SPECIAL WARRANTY DEED RECORDED AUGUST 22, 2012 AS ENTRY NO. 951740 IN BOOK 2143 AT PAGE 862 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PILE OF ROCKS MARKING THE NORTH QUARTER CORNER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°02'12" EAST 300.00 FEET; THENCE SOUTH 65°58'23" WEST 800.00 FEET; THENCE SOUTH 12°43'45" WEST 1330.00 FEET; THENCE SOUTH 66°15'13" WEST 1750.00 TO THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE NORTH 00°17'50" WEST ALONG THE WEST LINE OF SAID SECTION 25 2611.99 FEET; THENCE NORTH 89°39'26" EAST 2638.98 FEET TO THE POINT OF BEGINNING.

Tax Parcel I.D. No. to be assigned

EXHIBIT C

LEGAL DESCRIPTION OF EASEMENT AREA

A 20.00 FOOT WIDE ACCESS EASEMENT, BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEBER CANYON ROAD, SAID POINT ALSO BEING NORTH 00°22'26" WEST 860.13 FEET ALONG THE SECTION LINE AND EAST 695.45 FEET FROM THE SOUTH QUARTER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG AN EXISTING DIRT ROAD THE FOLLOWING FIFTY-NINE (59) COURSES, 1) NORTH 01°40'35" EAST 200.83 FEET, 2) NORTH 35°46'17" EAST 165.48 FEET, 3) NORTH 49°37'26" EAST 102.06 FEET, 4) NORTH 60°00'00" EAST 75.77 FEET, 5) NORTH 27°14'33" EAST 102.91 FEET, 6) NORTH 12°50'04" WEST 222.16 FEET, 7) NORTH 36°18'19" WEST 172.37 FEET, 8) NORTH 24°25'12" WEST 77.40 FEET, 9) NORTH 08°19'29" WEST 272.47 FEET, 10) NORTH 04°18'09" EAST 178.34 FEET, 11) NORTH 38°28'38" EAST 69.58 FEET, 12) NORTH 68°15'22" EAST 174.28 FEET, 13) NORTH 24°04'08" WEST 446.66 FEET, 14) NORTH 20°16'18" WEST 154.32 FEET, 15) NORTH 15°00'00" WEST 263.09 FEET, 16) NORTH 24°13'36" WEST 110.10 FEET, 17) NORTH 57°21'33" WEST 242.55 FEET, 18) NORTH 68°54'50" WEST 95.56 FEET, 19) NORTH 30°00'00" WEST 60.87 FEET, 20) NORTH 15°00'00" WEST 114.66 FEET, 21) NORTH 45°00'00" WEST 78.92 FEET, 22) NORTH 30°00'00" WEST 116.29 FEET, 23) NORTH 00°00'00" EAST 139.46 FEET, 24) NORTH 21°30'30" WEST 114.71 FEET, 25) NORTH 71°59'51" WEST 76.77 FEET, 26) NORTH 41°16'29" WEST 50.79 FEET, 27) NORTH 15°00'00" WEST 105.93 FEET, 28) NORTH 56°41'45" WEST 113.36 FEET, 29) NORTH 42°59'50" WEST 159.31 FEET, 30) NORTH 28°54'06" WEST 287.36 FEET, 31) NORTH 42°54'41" WEST 230.28 FEET, 32) NORTH 60°00'00" WEST 70.39 FEET, 33) NORTH 15°00'00" WEST 181.06 FEET, 34) NORTH 30°00'00" WEST 73.74 FEET, 35) NORTH 46°58'47" WEST 209.65 FEET, 36) NORTH 24°07'09" WEST 133.19 FEET, 37) NORTH 46°51'16" WEST 629.14 FEET, 38) NORTH 57°47'32" WEST 356.39 FEET, 39) NORTH 24°04'59" WEST 265.02 FEET, 40) NORTH 60°00'00" WEST 53.77 FEET, 41) NORTH 30°00'00" WEST 350.00 FEET, 42) NORTH 21°30'39" EAST 269.36 FEET, 43) NORTH 06°10'57" WEST 250.86 FEET, 44) NORTH 00°22'57" WEST 359.36 FEET, 45) NORTH 90°00'00" WEST 239.07 FEET, 46) NORTH 49°31'04" WEST 49.30 FEET, 47) NORTH 07°52'47" WEST 110.31 FEET, 48) NORTH 42°02'27" WEST 153.43 FEET, 49) NORTH 69°17'00" WEST 252.35 FEET, 50) NORTH 73°34'49" WEST 399.94 FEET, 51) NORTH 58°41'52" WEST 170.65 FEET, 52) NORTH 52°15'48" WEST 77.34 FEET, 53) NORTH 37°04'19" WEST 126.31 FEET, 54) NORTH 25°35'55" WEST 176.31 FEET, 55) NORTH 21°23'39" WEST 185.60 FEET, 56) NORTH 30°00'00" WEST 109.83 FEET, 57) NORTH 60°00'00" WEST 181.30 FEET, 58) NORTH 37°02'57" WEST 39.07 FEET, 59) NORTH 09°25'54" WEST 56.66 FEET TO THE SOUTH LINE OF PARCEL SS-192-A.

EXHIBIT D

DEPICTION AND OUTLINE OF EASEMENT AREA

