

When Recorded, Mail To:

CW LARSEN VILLAGE, LLC  
Attn: Legal Department  
1222 W. Legacy Crossing Blvd., STE 6  
Centerville, UT 84014

01137693 B: 2586 P: 1307

Page 1 of 11

Rhonda Francis Summit County Recorder  
07/30/2020 02:56:52 PM Fee \$40.00

By Cottonwood Title Insurance Agency, Inc.  
Electronically Recorded

Tax Parcel Nos.: See Exhibit C

SCVC-8, SCVC-10, SCVC-13, SCVC-16

*(Space Above for Recorder's Use Only)*

**CROSS-ACCESS TRAIL EASEMENT AGREEMENT**

THIS CROSS-ACCESS TRAIL EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of the 30<sup>th</sup> day of July, 2020, by and between VILLAGE DEVELOPMENT GROUP, INC., a Utah corporation ("**VDG**"), and CW LARSEN VILLAGE, LLC, a Utah limited liability company ("**CW Larsen**"). The Parties may be referred to herein collectively as "**Parties**" or, individually, each a "**Party**".

**RECITALS**

A. VDG is the fee simple owner of those certain parcels of real property located in Summit County, State of Utah, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference ("**VDG Property**").

B. CW Larsen is the fee simple owner of those certain parcels of real property located in Summit County, State of Utah, as more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference ("**CW Larsen Property**").

C. VDG and CW Larsen desire to convey to each other a permanent, non-exclusive cross-access trail easement over those portions of both the VDG Property and CW Larsen Property as more particularly described on **Exhibit "C"** attached hereto and incorporated herein by this reference ("**Easement Property**").

D. The Parties desire to enter into this Agreement for the purpose of evidencing their respective rights and obligations in connection with the Easement Property.

NOW, THEREFORE, for and in consideration of ten and 00/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant of Easement. The Parties hereby give, grant, and convey, unto each other, their successors and assigns, a permanent, cross-access trail easement (each an “Easement” and collectively the “Easements”) on, under, across, or over the Easement Property for the purpose hereinafter stated, subject to the terms, conditions, and limitations set forth herein. The Easement does not include the right to enter on neither the VDG Property nor the CW Larsen Property without the prior written permission of the applicable property owner, which permission may be reasonably withheld, to discharge storm waters on, or install any landscaping, irrigation systems, buildings, utilities, structures or other improvements on, under, across, or over, either the VDG Property or the CW Larsen Property.

3. Purpose of Easement. Grant a permanent non-exclusive cross-access trail easement over, on, upon, and across the Easement Area. The Easement is established for quiet, non-motorized, passive recreational trail purposes, such as walking, hiking, jogging, and running. Should any question arise regarding the propriety of a public use of the Easement area not listed above, either VDG or CW Larsen shall have the right to regulate or restrict said use. In the event of disagreement between VDG and CW Larsen, the more restrictive interpretation shall prevail.

- a. Within the Easement Area, no structures shall be erected by either Party, other than one lean-to or other open-air shelter, not to exceed 150 sq. ft. in footprint; provided, however, that said structure shall be erected only with the written consent of the Parties at the time of construction and will remain thereafter permitted.

4. Rights of The Parties. The Parties shall have the right to use the Easement Property, as each Party may determine in their reasonable discretion. Notwithstanding the foregoing, neither Party shall not interfere with the purpose as stated in Section 3.

5. Non-Exclusive Easement. The Easement granted herein is non-exclusive, and each Party reserves unto itself, its successors and assigns, the right to use, pass and repass over and upon the Easement Property in any manner that is consistent with the purpose of the Easement granted herein.

6. Indemnification. The Parties agrees to defend, indemnify and hold harmless each other from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation, attorney fees, arising from either Party’s use of the Easement Property or from the exercise by either Party of any rights granted by this Agreement, excepting, however, that a Party shall not be indemnified, saved, defended or kept free and harmless from any loss or liability resulting from said Party’s own negligence or the negligence of either Party’s contractors, employees, or agents.

7. Amendment. This Agreement may be modified or amended only upon the mutual written consent of the Parties, or the Parties’ respected legal representatives, successors or assigns, and any such amendment shall become effective only upon the recording of the same in the Public Records of Summit County, Utah.

8. Benefits, Burdens, and Parties. All benefits and burdens arising under this Agreement shall run in favor of The Parties, and their respective successors and assigns, and shall run with title to the Easement Property.

9. Governing Law; Venue. The Parties acknowledge that this Agreement was entered into in the State of Utah. This Agreement shall be construed and governed in accordance with the laws of the State of Utah without giving effect to any choice of laws or rules thereof that may direct the application of laws of another jurisdiction. Venue for any legal action arising under this Agreement shall be in the district court in Salt Lake County, Utah.

10. Paragraph Headings and Severability of Terms. The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify or be used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof. If any provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Agreement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

11. Attorney Fees. Both Parties expressly agree that each shall bear the cost of its own attorney fees, paralegal fees, and other professional fees, and costs incurred incidental thereto, for any action (including those incurred before or at trial or any re-hearing or appeal) arising out of or in connection with this Agreement.

12. Enforcement. If either or both Parties fail to perform or breaches any obligation, requirement, duty or covenant contained herein, the other non-defaulting Party shall have the right, at its own option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein to bring an action for specific performance in a court of competent jurisdiction. The failure to enforce any other terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

13. Entire Agreement. This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement.

14. Effective Date. The Effective Date of this Agreement is the last date this Agreement is executed by the Parties.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the VDG has executed this Agreement as of the Effective Date.

VDG

VILLAGE DEVELOPMENT GROUP, INC.,  
a Utah corporation




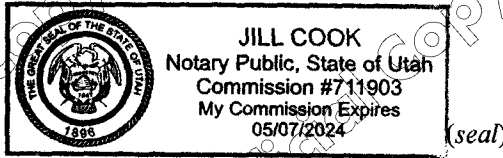
By: Matthew Lowe  
Its: President  
Date: 7/17/2020

State of Utah )  
  §  
County of Salt Lake )

On this 17 day of JULY, 2020, before me, Jill Cook a notary public, personally appeared Matt Lowe, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

  
(notary signature)





**EXHIBIT "A"**  
**VDG PROPERTY**

**LOT 8 SILVER CREEK VILLAGE CENTER SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDER'S OFFICE. CONT. 6.22 AC.**

**Parcel No. SCVC-8**

**LOT 10 SILVER CREEK VILLAGE CENTER SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDER'S OFFICE. CONT. 1.98 AC.**

**Parcel No. SCVC-10**

**EXHIBIT "B"**  
**CW LARSEN PROPERTY**

LOT 13 SILVER CREEK VILLAGE CENTER SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDER'S OFFICE. CONT. 5.11 AC.

Parcel No. SCVC-13

LOT 16 SILVER CREEK VILLAGE CENTER SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDER'S OFFICE. CONT. 6.78 AC.

Parcel No. SCVC-16

**EXHIBIT "C"**  
**EASEMENT PROPERTY**

**SCVC-8 & SCVC-16 TRAIL EASEMENT**

An easement lying within, in the Northwest quarter of Section 22 and in the Southwest quarter of Section 15, Township 1 South, Range 4 East, Salt Lake Base & Meridian, Summit County, Utah more particularly described as follows:

Commencing at the northwest corner of said Section 22, a found stone and running thence South 89°43'02" East 1,070.15 feet along the northerly line of said Section 22 and thence South 00°16'58" West 10.42 feet to the true Point of Beginning, and running thence North 75°00'39" East 33.88 feet to a point on a 214.00 foot radius curve to the right, the center of which bears South 14°59'21" East; thence Easterly 108.78 feet along the arc of said curve through a central angle of 29°07'23" (chord bears North 89°34'21" East 107.61 feet); thence South 75°51'57" East 33.14 feet to a point on a 160.00 foot radius curve to the left, the center of which bears North 14°08'03" East; thence Easterly 54.69 feet along the arc of said curve through a central angle of 19°35'01" (chord bears South 85°39'28" East 54.42 feet); thence North 84°33'01" East 10.65 feet; thence South 00°05'09" East 20.09 feet; thence South 84°33'01" West 8.77 feet to a point on a 180.00 foot radius curve to the right, the center of which bears North 05°26'59" West; thence Westerly 61.52 feet along the arc of said curve through a central angle of 19°35'01" (chord bears North 85°39'28" West 61.23 feet); thence North 75°51'57" West 33.14 feet to a point on a 194.00 foot radius curve to the left, the center of which bears South 14°08'03" West; thence Westerly 98.61 feet along the arc of said curve through a central angle of 29°07'23" (chord bears South 89°34'21" West 97.55 feet); thence South 75°00'39" West 44.78 feet; thence North 13°35'38" East 22.78 feet to the Point of Beginning.

Containing 4,879 square feet, more or less.

This easement is contained within Parcel SCVC-8 and SCVC-16

**SCVC-10 & SCVC-13 TRAIL EASEMENT**

An easement lying within, in the Northwest quarter of Section 22 and in the Southwest quarter of Section 15, Township 1 South, Range 4 East, Salt Lake Base & Meridian, Summit County, Utah more particularly described as follows:

Commencing at the northwest corner of said Section 22, a found stone and running thence South 89°43'02" East 1,872.41 feet along the northerly line of said Section 22 and thence North 00°16'58" East 1.96 feet to the true Point of Beginning, and running thence South 89°36'56" East 12.58 feet to a point on a 76.00 foot radius curve to the right, the center of which bears South 00°23'04" West; thence Easterly 28.61 feet along the arc of said curve through a central angle of 21°34'14" (chord bears South 78°49'49" East 28.44 feet); thence South 68°02'42" East 33.56 feet to a point on a 115.00 foot radius curve to the left, the center of which bears North 21°57'18" East; thence Easterly 67.79 feet along the arc of said curve through a central angle of 33°46'25" (chord bears South 84°55'55" East 66.81 feet); thence North 78°10'53" East 86.89 feet to a point on a 210.00 foot radius curve to the right, the center of which bears South 11°49'07" East; thence Easterly 44.80 feet along the arc of said curve through a central angle of 12°13'20" (chord bears North 84°17'33" East 44.71 feet); thence South 89°35'47" East 18.46 feet to a point on a 110.00 foot radius non-tangent curve to the right, the center of which bears South 01°11'38" West; thence Easterly 33.72 feet along the arc of said curve through a central angle of 17°33'40" (chord bears South 80°01'32" East 33.58 feet); thence South 71°14'42" East 30.14 feet to a point on a 37.50 foot radius curve to the left, the center of which bears North 18°45'18" East; thence Easterly 18.95 feet along the arc of said curve through a central angle of 28°57'05" (chord bears South 85°43'15" East 18.75 feet); thence North 79°48'13" East 4.81 feet to a point on a 422.50 foot radius non-tangent curve to the right, the center of which bears South 78°06'42" West; thence Southerly 20.00 feet along the arc of said curve through a central angle of 02°42'45" (chord bears South 10°31'55" East 20.00 feet); thence South 79°48'13" West 4.93 feet to a point on a 57.50 foot radius curve to the right, the center of which bears North 10°11'47" West; thence Westerly 29.05 feet along the arc of said curve through a central angle of

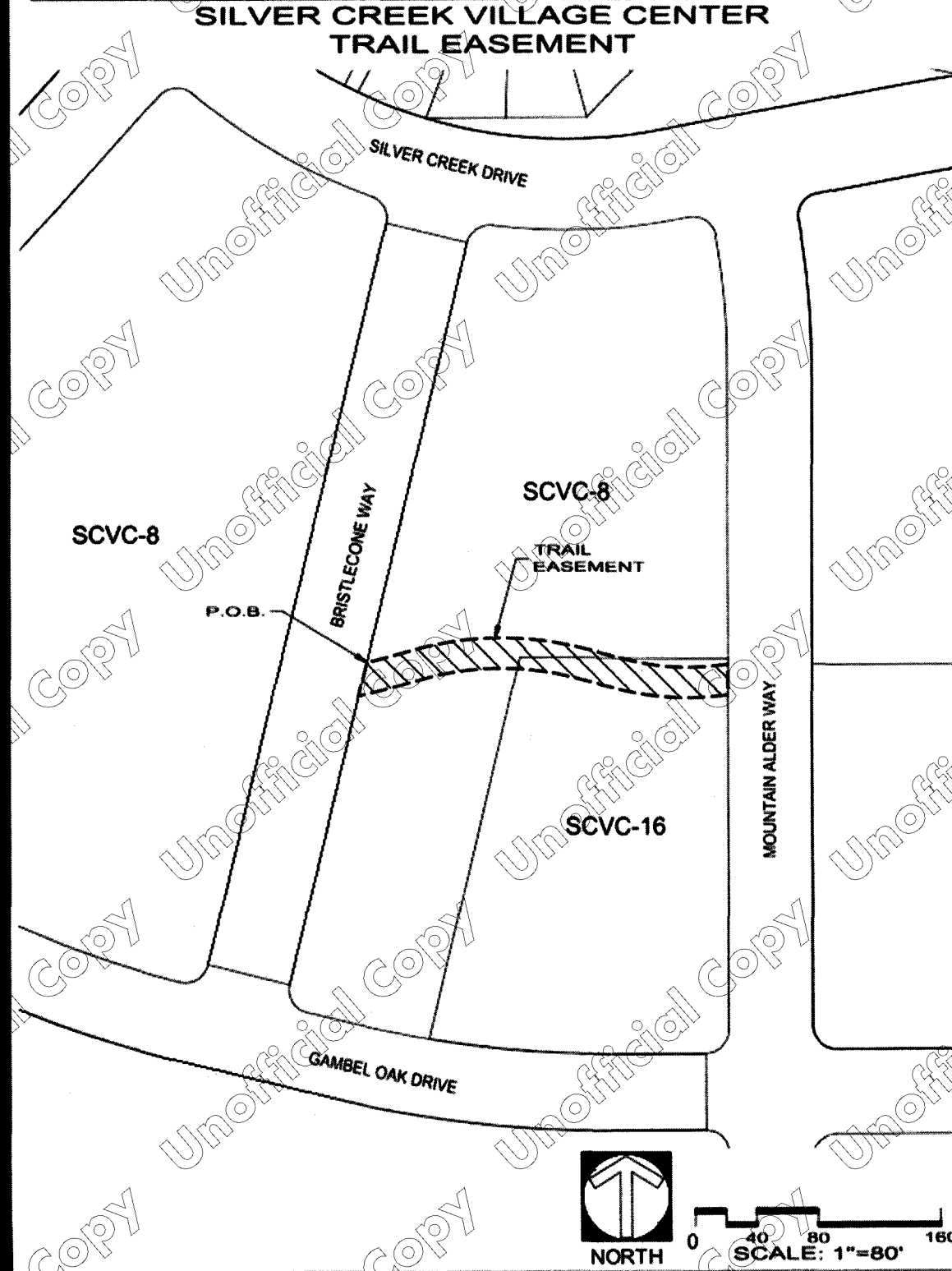


28°57'05" (chord bears North 85°43'15" West 28.75 feet); thence North 71°14'42" West 30.14 feet to a point on a 90.00 foot radius curve to the left, the center of which bears South 18°45'18" West; thence Westerly 27.45 feet along the arc of said curve through a central angle of 17°28'40" (chord bears North 79°59'02" West 27.35 feet); thence North 89°35'47" West 18.31 feet to a point on a 190.00 foot radius curve to the left, the center of which bears South 00°24'13" West; thence Westerly 40.53 feet along the arc of said curve through a central angle of 12°13'20" (chord bears South 84°17'33" West 40.45 feet); thence South 78°10'53" West 86.89 feet to a point on a 135.00 foot radius curve to the right, the center of which bears North 11°49'07" West; thence Westerly 79.58 feet along the arc of said curve through a central angle of 33°46'25" (chord bears North 84°55'55" West 78.43 feet); thence North 68°02'42" West 33.56 feet to a point on a 56.00 foot radius curve to the left, the center of which bears South 21°57'18" West; thence Westerly 21.08 feet along the arc of said curve through a central angle of 21°34'14" (chord bears North 78°49'49" West 20.96 feet); thence North 89°36'56" West 12.41 feet; thence North 00°05'09" West 20.00 feet to the Point of Beginning.

Containing 7,644 square feet, more or less.

This easement is contained within Parcel SCVC-10 and SCVC-13

SILVER CREEK VILLAGE CENTER  
TRAIL EASEMENT



Site name: SCVC-13-15-16 Trail Access-Snow Easements.dwg | plot date: July 08, 2020 | plotted by: bccacandla  
path: C:\Users\bccacandla\OneDrive\Projects\07\_SCV LOT 13-15-16\_Survey\04\_MISC EASEMENTS



NORTH



# SILVER CREEK VILLAGE CENTER TRAIL EASEMENT

file name: SCVC-13-1E-1E Trail Easement.dwg | plot date: July 08, 2020 | plotted by: boccarneau  
path: C:\Users\boccarneau\My Documents\Projects\07\_SCV\_LOI\_13-1E-1E\_Survey\04\_MISC EASEMENTS

