

WHEN RECORDED, MAIL TO:

Logan City
 ATTN: Logan City Attorney
 290 North 100 West
 Logan, Utah 84321

Ent 1203075 Bk 2036 Pg 893
 Date: 30-Aug-2018 04:32 PM Fee \$1.00
 Cache County, UT
 Michael Bleed, Rec. - Filed By SA
 For LOGAN CITY

TRAIL EASEMENT

This Easement Agreement ("Agreement") is made this 30 day of August, 2018, by and between ICON HEALTH & FITNESS, INC. ("Grantor") and the CITY OF LOGAN, a municipal corporation of the state of Utah ("Grantee").

RECITALS

WHEREAS, Grantor owns a certain parcel of real property, which is located in Logan, Cache County, state of Utah ("Real Property") and is more particularly described as follows:

Parcel 02-083-0006 BEG W 116.07 FT & N 27.68 FT FROM E/4 COR SE/4 SEC 8 T 11N R 1E & TH N 47°53'53" W 623.53 FT TO S LN OF 1600 S ST TH ALG ST N 89°4'31" E 144.79 FT TH ALG CURVE TO LEFT 204.34 FT TH N 79°24'16" E 79.71 FT TH ALG CURVE TO RIGHT 31.42 FT TO W LN OF PARK AVENUE TH S 10°35'44" E 237.83 FT TH ALG CURVE TO LEFT 136.91 FT TH S 46°31' W 117.96 FT TO BEG CONT 2.65 AC BEING PT OF LT 4 LOGAN RIVER BUSINESS PARK.

WHEREAS, Grantee, has integrated an extensive trail system for public use throughout the City:

WHEREAS, Grantor wishes to convey and Grantee wishes to accept a permanent and temporary easement for the use of the Real Property as a part of the Grantees' trail system and governed by the terms and conditions set forth herein.

NOW THEREFORE, for the sum of FOUR THOUSAND FOUR HUNDRED DOLLARS (\$4,400.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and warrant unto Grantee a (1) nonexclusive, perpetual easement ("Easement"); and (2) nonexclusive temporary easement ("Temporary Easement") subject to the terms and conditions herein. The Easement and Temporary Easement are collectively referred to herein as "Trail Easements".

SECTION 1. GRANT OF PERMANENT EASEMENT

Grantor for itself, administrators, successors and assigns, does hereby grant, bargain, sell, convey and warrant unto Grantee, successors and assigns, a nonexclusive, perpetual easement for the purpose of construction, maintenance, repair and public use of a public trail upon and across the Real Property. The Easement is more particularly described as follows:

A 5.00' WIDE EASEMENT BEING DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN ALSO BEING A PART OF LOT 4, LOGAN RIVER BUSINESS PARK SUBDIVISION. BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF PARK AVENUE LOCATED BY RECORD NORTH 44°41'16" WEST 514.44 FEET AND NORTH 46°23'57" EAST 485.04 FEET AND SOUTH 47°54'56" EAST 188.44 FEET AND NORTH 46°27'05" EAST 119.12 FEET FROM THE SOUTHWEST CORNER OF LOT 5 OF SAID

LOGAN RIVER BUSINESS PARK SUBDIVISION, SAID POINT ALSO BEING LOCATED NORTH 00°00'00" EAST A DISTANCE OF 1431.74 FEET AND NORTH 90°00'00" WEST A DISTANCE OF 43.33 FEET FROM THE RAILROAD SPIKE MARKING THE SOUTHEAST CORNER OF SAID SECTION 8 AND RUNNING THENCE SOUTH 46°02'09" WEST, A DISTANCE OF 5.03 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 51°45'43" EAST, A RADIAL DISTANCE OF 294.35 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 27°12'34", A DISTANCE OF 139.78 FEET CHORD BEARS NORTH 24°38'00" WEST A DISTANCE OF 138.47 FEET; THENCE NORTH 11°01'43" WEST, A DISTANCE OF 251.06 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 37°33'42" WEST, A RADIAL DISTANCE OF 20.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 41°24'35", A DISTANCE OF 14.45 FEET CHORD BEARS SOUTH 31°44'00" EAST A DISTANCE OF 14.14 FEET TO THE SAID WEST RIGHT-OF-WAY LINE OF PARK AVENUE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTH 11°01'43" EAST, A DISTANCE OF 237.83 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 289.35 FEET AND A CENTRAL ANGLE OF 27°06'36"; (2) SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 136.91 FEET CHORD BEARS SOUTH 24°35'02" EAST A DISTANCE OF 135.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0442 ACRES.

The Easement granted herein shall constitute an easement running with the land in perpetuity and shall burden the Real Property described above and in accordance with this Agreement.

SECTION 2. GRANT OF TEMPORARY EASEMENT

Grantor for itself, administrators, successors and assigns, does hereby grant, bargain, sell, convey and warrant unto Grantee, successors and assigns, a nonexclusive, temporary easement for the purpose of construction, maintenance, repair and public use of a public trail upon and across the Real Property. The Temporary Easement is more particularly described as follows:

A 3.00' WIDE EASEMENT BEING DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN ALSO BEING A PART OF LOT 4, LOGAN RIVER BUSINESS PARK SUBDIVISION, BEGINNING AT A POINT LOCATED NORTH 00°00'00" EAST A DISTANCE OF 1428.25 FEET AND NORTH 90°00'00" WEST A DISTANCE OF 46.94 FEET FROM THE RAILROAD SPIKE MARKING THE SOUTHEAST CORNER OF SAID SECTION 8 AND RUNNING THENCE SOUTH 46°02'09" WEST, A DISTANCE OF 3.01 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 51°42'14" EAST, A RADIAL DISTANCE OF 297.35 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 27°16'02", A DISTANCE OF 141.51 FEET CHORD BEARS NORTH 24°39'44" WEST A DISTANCE OF 140.18 FEET; THENCE NORTH 11°01'43" WEST, A DISTANCE OF 253.83 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 25°50'28" WEST, A RADIAL DISTANCE OF 20.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 11°43'14", A DISTANCE OF 4.09 FEET CHORD BEARS SOUTH 58°17'55" EAST A DISTANCE OF 4.08 FEET; THENCE SOUTH 11°01'43"

EAST, A DISTANCE OF 251.06 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 294.35 FEET AND A CENTRAL ANGLE OF 27°12'34"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 139.78 FEET CHORD BEARS SOUTH 24°38'00" EAST A DISTANCE OF 138.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0271 ACRES.

The Temporary Easement granted herein shall constitute an easement running with the land. The Temporary Easement will automatically terminate at such time that Park Avenue is reconstructed and the trail is relocated within the Easement and parallel to the Park Avenue right of way line. The term "reconstructed" for purposes of this Agreement, means the completion of any and all improvements associated with the road widening and construction of a new trail within the Easement.

SECTION 3. GRANTEE'S USE OF TRAIL EASEMENTS

The public trail located within the Trail Easements shall be constructed and maintained in conformance with generally accepted design standards, and may, but are not required to, include paved and unpaved trail surfaces, at-grade shoulders, vegetative buffers (with irrigation), barriers, screening, fencing, benches, and such other improvements as deemed reasonably necessary by Grantee. Grantor hereby declares and covenants that the general public shall have, and be allowed, regular access to the Trail Easements, for the purpose of hiking, walking, jogging, running, bicycling, and like activities, but specifically excluding all motorized vehicles except as authorized by Grantee for maintenance, management, police and emergency purposes.

Grantee shall have the right to regulate public access to, and activities within, the Trail Easements and shall further have the right to require Grantor to keep the Trail Easements free from obstructions which prevent reasonable public access to and along the Trail Easements, including but not limited to structures, fences, landscaping, barricades, and trees.

SECTION 4. MISCELLANEOUS

4.1 Warranty of Title. Grantor represents and warrants that Grantor is the owner of the Real Property and has the right, title and capacity to grant the Trail Easements to Grantee pursuant to this Agreement.

4.2 Access by Grantor. Grantor shall have all rights of access to the Easement as allowed by Logan City Ordinance and so as not to unreasonably interfere with Grantee's use and enjoyment of the Easement.

4.3 Severability. If any provision in this document is held to be inoperative, unenforceable, invalid or contrary to any law or regulation as to any party, such provision shall, as to that party or jurisdiction, be inoperative, unenforceable or invalid without affecting the remaining provisions or the operation, enforceability or validity of that provision as to any other party or in any other jurisdiction, and to this end the provisions in this document are declared to be severable.

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IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement as of this 30th day of August, 2018.

ICON HEALTH & FITNESS, INC.:

Everett Smith
Everett Smith, Secretary

CITY OF LOGAN:

Holly H. Daines
Holly H. Daines, Mayor

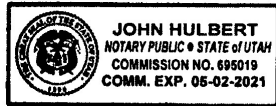
ATTEST:

Teresa Harris
Teresa Harris, City Recorder



STATE OF UTAH)
 :ss.
County of Cache)

The foregoing instrument was acknowledged before me this the 30 day of August 2018, by Everett Smith, the Secretary of ICON HEALTH & FITNESS, INC., who acknowledged to me that ICON HEALTH & FITNESS, INC. executed this Agreement with duly obtained authority.



John Hulbert
Notary Public

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