

ENT 25817:2004 PG 1 of 4  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2004 Mar 05 4:19 pm FEE 16.00 BY SS  
RECORDED FOR DUVAL HAWS MOODY & FREI

## TRAIL EASEMENT

This grant of easement, hereinafter referred to as "trail easement" made this 23<sup>rd</sup> day of January, 2004, between M&D ROUNDY PROPERTIES, L.C., of the state of Utah, Grantor, and MAPLETON CITY, a Utah municipal corporation, Grantee, witnesseth:

WHEREAS, the trail easement shall be over and across Grantors property at a location more particularly described in Exhibit A attached hereto and is a part of a comprehensive trail system known as the Bonneville Shoreline Trail established by the Mapleton City general plan;

WHEREAS, the trail easement shall be open to the public for the purposes hereinafter set out;

WHEREAS, the Grantor, as owner of the property upon which a centerline description appears and is more particularly described in Exhibit A, is willing to convey this trail easement having a width of ten (10) feet over and across its property in the location and for the limited purposes and subject to the conditions set out herein;

WHEREAS, the Grantee agrees, by accepting this trail easement, to honor the terms and conditions as set out herein and to preserve and protect said easement for the purposes stated herein for the use and benefit of the public.

NOW THEREFORE, for and in consideration of the covenants, terms, conditions, restrictions and promises herein contained, and for the sum of ten dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree, grant, convey and declare as follows:

### 1. STATEMENT OF GRANT

Grantor hereby voluntarily grants and conveys to the Grantee, a ten (10) foot wide perpetual easement, (trail easement), the centerline description of which is more particularly set out in Exhibit A, exclusively for the use of the public for the purposes as set out herein. This easement shall have a width of five (5) feet on each side of the centerline.

### 2. PUBLIC ACCESS AND USES

A. The trail easement shall be for the following public uses: walking, running, bicycling, horseback riding and cross country skiing. Use by operators of any type of motorized vehicles is prohibited other than as required by Grantee to maintain and manage the trail easement or in the event of an emergency.

B. Public access to the trail easement shall be restricted to the trail easement as described on Exhibit A. The Grantee shall have the obligation and right, as it may deem necessary, in order

to preserve and protect the transportation and recreation values of the trail easement, to maintain and repair the trail easement and to temporarily prohibit public access to the trail easement.

3. RESTRICTED USES

A. Use of any motorized vehicle or similar motorized means of transportation, including but not limited to; automobiles, motorcycles, snowmobiles, or other all-terrain vehicles shall be prohibited.

B. The Grantor shall not place or cause to be placed any structure or other obstruction within the trail easement that would prevent reasonable pedestrian and equestrian use of the trail easement.

4. PROHIBITION OF PUBLIC ACCESS

Nothing herein provided shall be construed as a grant or in any other way permission to the public, or to any person or persons, of the right to enter upon any part of the Grantor's property other than that more particularly described herein as Exhibit A. Grantor reserves unto itself and its successors and assigns, all rights, privileges, powers and immunities, including the right of exclusive possession and enjoyment to the area of the trail easement, subject only to the terms and covenants of this easement.

5. INDEMNIFICATION

The Grantee shall indemnify and hold harmless the Grantor from liability for any injury to or death of any third party or damage to property that may result from the public use of the trail easement, other than that caused by the negligence or willful act of the Grantor.

6. EFFECTIVE DATE AND TERMINATION OF EASEMENT

This trail easement shall become effective upon the execution of this document by both parties. Should the Grantee fail to obtain public access across the properties owned by Wendell Gibby (the UVRA, Inc. WAG Pension Trust) and Henrichsen, Inc., within five (5) years from the effective date of this document, the easement granted hereby shall be relinquished by the Grantee and the Grantor's property shall be free from said easement

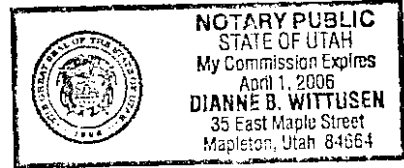
IN WITNESS WHEREOF, Grantor has caused the name or names of its authorized representative to be affixed hereto on this 23 day of January, 2004

M&D ROUNDY PROPERTIES, L.C.  
By: M&D Roundy Properties, L.C.  
Wendell C. Roundy  
Its: \_\_\_\_\_

STATE OF UTAH )  
:ss  
COUNTY OF UTAH )

On the 23<sup>rd</sup> day of January 2004 personally appeared before me, Dorothy E. Roundy, the Grantor's authorized representative, who, being duly shown, did say that the foregoing TRAIL EASEMENT was signed in behalf of said Grantor and by authorization of Grantor in accordance with its by-laws.

Notary: Dianne B. Wittusen



**ACCEPTANCE BY GRANTOR, MAPLETON CITY**

The Grantor, Mapleton City, hereby accepts the Trail Easement and all terms and conditions set out therein. Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2003

MAPLETON CITY, a municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

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PROPOSED § OF THE BONNVILLE SHORELINE TRAIL CROSSING ROUNDY PROPERTY

BEGINNING AT A POINT ON THE MID SECTION LINE OF SECTION 12 WHICH IS ALSO THE EAST BOUNDARY LINE OF THE ROUNDY PROPERTY, SAID POINT BEING MORE PARTICULARLY DESCRIBED AS NORTH 00°08'39" WEST 99.66 FEET ALONG SAID MID SECTION LINE FROM THE SOUTH QUARTER CORNER, SECTION 12, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 90°10'12" WEST 124.13 FEET; THENCE SOUTH 78°02'18" WEST 112.41 FEET; THENCE SOUTH 77°01'35" WEST 118.35 FEET; SOUTH 72°10'01" WEST 81.27 FEET; SOUTH 78°42'13" WEST 59.65 FEET; THENCE SOUTH 67°41'43" WEST 11.57 FEET TO A POINT THAT INTERSECTS THE SECTION LINE BETWEEN THE SOUTH 1/4 CORNER AND THE SOUTHWEST CORNER OF SAID SECTION 12, WHICH IS ALSO THE SOUTH BOUNDARY OF THE ROUNDY PROPERTY.

TOTAL LENGTH THROUGH ROUNDY PROPERTY = 604.72 FEET

LINE	BEARING	DISTANCE
L1	NORTH 00°08'39" WEST	99.66'
L2	SOUTH 90°10'12" WEST	124.13'
L3	SOUTH 78°02'18" WEST	112.41'
L4	SOUTH 77°01'35" WEST	118.35'
L5	SOUTH 72°10'01" WEST	81.27'
L6	SOUTH 78°42'13" WEST	59.65'
L7	SOUTH 67°41'43" WEST	11.57'

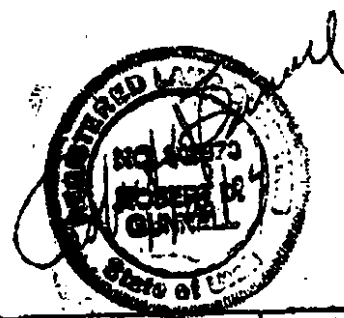
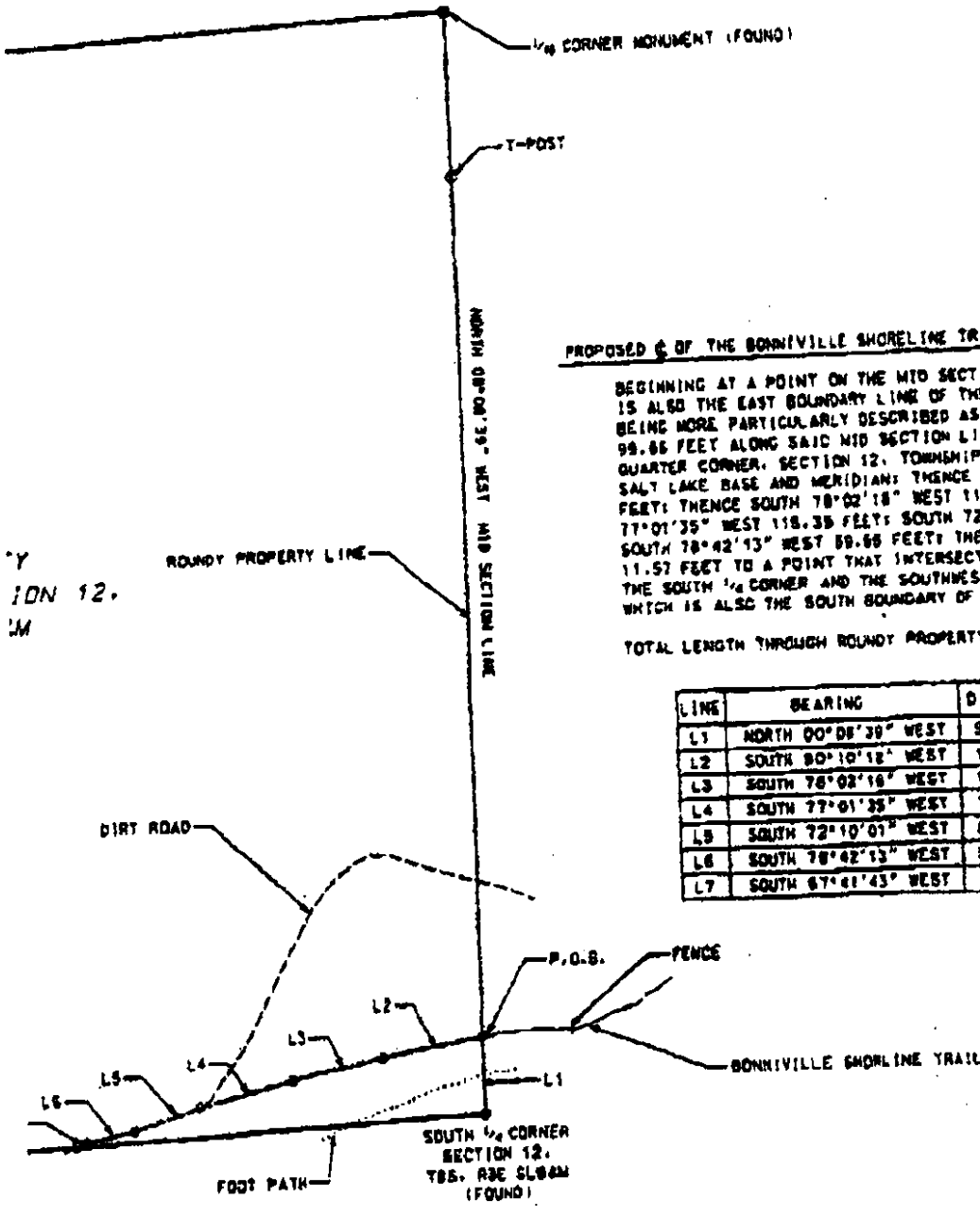


EXHIBIT A

PLETON CITY, UTAH	ROUNDY PROPERTY	PROPOSED BONNVILLE SHORELINE TRAIL	SECTION-CORNER SHEET NO. 1 SHEET 1 OF 1
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