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ALAN SPRIGGS, SUMMIT CO RECORDER
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REQUEST: HIGH COUNTRY TITLE

ACCESS AND UTILITIES EASEMENT AGREEMENT

THIS ACCESS AND UTILITIES EASEMENT AGREEMENT ("Agreement") is executed this **28** day of January, 1999, by Blackhawk Ranch, L.C., a Utah Limited Liability Company, and MJM3 L.C., a Utah Limited Liability Company ("Grantors") on the one hand and Blackhawk Ranch Homeowners Association, Inc., a Utah Non-Profit Corporation, and the owners of record of the numbered building lots shown on the Plat of the Blackhawk Ranch subdivision as approved by Summit County, State of Utah, and recorded with the Summit County Recorder; Spring Creek Plaza Homeowners Association, Inc., a Utah Non-Profit Corporation, and the owners of the numbered building lots shown on the Plat of the Spring Creek Plaza Subdivision as approved by Summit County, State of Utah, and recorded with the Summit County Recorder, and more particularly described in Exhibit B attached hereto and made a part hereof; and the owners of the numbered building lots shown on the Plat of Spring Creek Addition B, and more particularly described in Exhibit C attached hereto and made a part hereof ("Grantees") on the other.

RECITALS

Grantors are the owners of a certain parcel of real property located in Summit County, Utah, known as the Blackhawk Trail and more particularly described in Exhibit A attached hereto ("Property").

Grantees are the owners of certain Lots located in the Blackhawk Ranch Subdivision, the Spring Creek Plaza Subdivision (as more particularly described in Exhibit B attached hereto) and/or the Spring Creek Addition B (as more particularly described in Exhibit C attached hereto), Summit County, State of Utah ("Respective Lots"), and desire to access their Respective Lots over and across the Property.

Grantors hereto desire to grant to Grantees a perpetual nonexclusive easement over and across the Property for access, ingress and utilities under, over, through, upon and across the Property for the benefit of Grantees, upon the terms and conditions hereinafter set forth.

In consideration of the sum of TEN DOLLARS (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

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GRANT OF EASEMENTS

- 1. <u>Recitations</u>. The foregoing recitations are true and correct and are hereby incorporated herein by reference.
- 2. Grant of Access Easement. Subject to the conditions contained herein, Grantors hereby grant to Grantees, and all successors, assigns, purchasers, and Permittees (as defined below) (collectively, "Successors"), a perpetual nonexclusive easement for pedestrian and vehicular access, ingress and egress over, across, and upon the Property to the Grantees' Respective Lots.
- 3. Grant of Utilities Easement. Subject to the conditions contained herein, Grantors hereby grant to Grantees and to the Successors a perpetual nonexclusive easement to install, operate, maintain, and remove utilities under, over, through, upon and across the Property to the Grantees Respective Lots; provided however, that (a) installation, operation, and maintenance by any party of utilities shall be undertaken at the sole cost and expense of such party; (b) utilities shall be installed underground whenever feasible; (c) the surface of the Property shall be returned to its original condition after installation, maintenance or removal of any utilities; and (d) the parties shall not install, operate, maintain, or remove utilities in a manner which interferes with unobstructed access, ingress, and egress as provided in Section 2 above.

The easements created hereby are hereinafter referred to as the "Easements".

- 4. <u>Use by Permittees</u>. The use of the Easements created hereby shall be nonexclusive, and for the use and benefit of the Grantees and/or the owners, tenants, and authorized occupants of the Respective Lots, as well as their successors, customers, visitors, invitees, and licensees ("Permittees").
- 5. Operation and Maintenance. The Blackhawk Ranch Homeowners Association, Inc. shall operate, maintain and repair the Property in good order, condition, and repair at its own cost and expense, except as otherwise provided herein.
- 6. Snow Removal. The costs associated with snow plowing and snow removal shall be shared by the Grantees as follows: The Blackhawk Ranch Homeowners Association, Inc. shall pay 75% of such costs; the Spring Creek Plaza Homeowners Association, Inc. shall pay 20% of such costs; and the owners of the property known as Spring Creek Addition B, and more particularly described in Exhibit C hereto, shall pay 5% of such costs.
- 7. Binding Effect. The covenants contained in this Agreement are personal, but shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, personal representatives, assigns, transferees or successors in interest.

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- 8. <u>Appurtenant Easements</u>. The Easements are easements appurtenant to all portions of the Property and the Respective Lots.
- 9. Enforcement. In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties hereto shall be entitled to any and all remedies available at law or in equity, including but not limited to the equitable remedies of specific performance and mandatory or prohibitory injunction issued by a court of appropriate jurisdiction. The parties hereto agree that in the event it becomes necessary for any party to defend or institute legal proceedings as a result of the failure of any party to comply with the terms, covenants, agreements and/or conditions of this Agreement, it is understood and agreed that the prevailing party in such litigation shall be entitled to reimbursement for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorneys fees (including appellate fees) and court costs. This section shall survive the expiration or termination of this Agreement with respect to obligation which arose during the term of the Agreement.

THIS ACCESS AND UTILITIES EASEMENT AGREEMENT is executed by the parties, intending to be legally bound, as of the date first written above.

By the Grantors: Blackhawk Ranch, L.C.

MJM3, L.C.

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Blackhawk Ranch, L.C.

By James A. Doilney, Manager

By: Michael Barnes, a Member

MJM3, L.C.

By: DFLP-1, Managing Member

By: James Doilney, General Partner

By: Trend Properties, a Member

By: Michael Barnes, President

STATE OF UTAH

(ss.

COUNTY OF SUMMIT

On the <u>28th</u> day of January, 1999 A.D., personally appeared before me James A. Doilney, who being by me duly sworn did say, that he is the Manager of Blackhawk Ranch, L.C., a Utah limited liability company and that the within and foregoing instrument was signed in behalf of said Limited Liability Company by authority of a resolution of its Members and said James A. Doilney duly acknowledged, that said Limited Liability Company executed the same.

Notary Public



DANETTE B. DAWSON
NOTARY PUBLIC - STATE OI UTAH
1729 SIDEWINDER DR.
PARK CITY, UT 84060
COMM. EXP. 7-12-2000

(Continued)

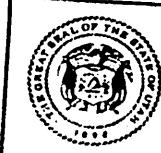
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STATE OF UTAH) (ss. COUNTY OF SUMMIT)

On the 28th day of January, 1999 A.D., personally appeared before me Michael Barnes, who being by me duly sworn did say, that he is a Member of Blackhawk Ranch, L.C., a Utah limited liability company and that the within and foregoing instrument was signed in behalf of said Limited Liability Company by authority of a resolution of its Members and said Mishael Barnes duly acknowledged, that said Limited Liability Company executed the same.

Notary Public

STATE OF UTAH) (ss. COUNTY OF SUMMIT)



DANETTE B. DAWSON
NOTARY PUBLIC - STATE OF UTAH
1729 SIDEWINDER DR.
PARK CITY, UT 84066
COMM. EXP. 7-12-2006

On the 28th day of January, 1999 A.D., personally appeared before me James Doilney, who being by me duly sworn did say, that he is the General Partner of DFLP-1, the partnership that executed the within instrument; that said partnership is the Managing Member of MJM3, L.C., a Utah limited liability company, the Limited Liability Company that executed the within instrument; and acknowledged to me that said partnership executed the same both individually and for and on behalf of said limited liability company, as Managing Member therein.

Notary Public

STATE OF UTAH) (ss. COUNTY OF SUMMIT)



DANETTE B. DAWSON NOTARY PUBLIC - STATE of UTAH 1729 SIDEWINDER DR. PARK CITY, UT 84060 COMM. EXP. 7-12-2000

On the A day of January, 1999 A.D., personally appeared before me Michael Barnes, who being by me duly sworn did say, that he is the President of Trend Properties, the corporation that executed the within instrument; that said corporation is a Member of MJM3, L.C., a Utah limited liability company, the Limited Liability Company that executed the within instrument; and acknowledged to me that said corporation executed the same both individually and for and on behalf of said limited liability company, as a Member therein

Notary Public



DANETTE B. DAWSON NOTARY PUBLIC - STATE OF UTAH 1729 SIDEWINDER DR. PARK CITY, UT 84060 COMM. EXP. 7-12-2000

BOUNDARY DESCRIPTION BLACKHAWK TRAIL

point point angle 107.44 North feet along 14.06'48" E angle curve point central thence õ Base South curve Said feet radius thence northerly to the Section Beginning Corner 78.16.00" the the curve 0815' 9 and bears of 9 to 18.02.0 245.91 thence point right, point feet; along left, angle 9 along the 38.52'48"; thence South 08.15'00" West 319.04 feet to a a 536.04 foot radius curve to the left, of which the radius irs South 81.45'00" East; thence along the arc of said 5.91 feet through a central angle of 26.17'06"; thence 02'06" East 90.73 feet to a point on a 370.00 foot radius ٥ ine e et; thence North 60°51'00" East 71.42 feet; thence North East 30.74 feet to a point on a 125.86 foot radius curve ht, of which the radius point bears South 59°22'12" West; and the arc of said curve 85.41 feet through a central ne and North 72°06'16" West 1752.65 feet along the right—of—way line of Bitner Road from the Northeast Section 19, Township 1 South, Range 4 East, Salt Lake Meridian; and running thence North 72°06'16" West 60.13 the right—of—way line of Bitner Road; thence North East 161.99 feet to a point on a 310.00 foot radius curve t, of which the radius point bears North 75.53.12. West; ong the arc of said curve 173.94 feet through a central 2.08.55. thence North 18.02.06. West 90.73 feet to a 96.04 73.44 feet through a central angle of 26.17'06"; thence)0" East 250.99 feet; thence North 21.37'12" West of beginning. right, of which the radius point bears South 71.57.54." along the arc of said curve 207.61 feet through a bears North 71.57'54" East; thence along the arc of a point South 00°07'10" East 1108.14 feet along 32"08'55"; foot radius curve to the right, of which the thence of said curve 207.61 feet through South 14.06'48" West 165.95 feet

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EXHIBIT B

DESCRIPTION -SPRING CREEK PLAZA

East, Salt Lake Base and Meridian; and running thence along the northerly Right-of-way line of Bitner Road North 72'06' 16' West 283.91 feet; thence along the boundary line of SPRING CREEK PLAT "A" Subdivision, according to the plat recorded June 27, 1979 as Entry number 157131 in the Summit County Recorder's office the following three (3) courses: 1) South 16'46' 00' West 19.44 feet; thence 2) North 72'05' 00'' West 121.00 feet to a point on a 2804.79 foot radius curve to the right, of which the radius point bears North 17'55' 00'' East; thence 3) along the arc of said curve 152.65 feet through a central angle of 03'07' 06''; thence along the right-of-way line of Mourning Dove Way as platted on the SPRING CREEK PLAT "A" Subdivision the following two (2) courses: 1) North 21'45' 00'' East 43.16 feet to a point on a 282.50 foot radius curve to the left, of which the radius point bears North 88'15' 00'' West; thence 2) along the arc of said curve 223.86 feet through a central angle of 17'42' 24''; thence South 89'54' 11'' East; thence along the arc of said curve 273.44 feet through a central angle of 45'24' 11''; thence North 45'30' 00'' East 244.63 feet to a point on a 596.04 feet; thence South 81'45' 00'' East 45.07 feet; thence along the arc of said curve 273.44 feet through a central angle of 26'17' 06''; thence South 81'45'' 00'' East; thence along the arc of said curve 273.44 feet through a central angle of 26'17' 06''; thence South 81'45'' 00'' East; thence along the arc of said curve 273.44 feet through a central angle of 26'17' 06''; thence South 18'02'' 06'' East; thence along the arc of said curve 273.44 feet through a central angle of 26'17' 06''; thence South 18'02'' 06'' East; thence along the arc of said curve 273.44 feet through a central angle of 26'17' 06''; thence South 18'02'' 06'' East; thence along the arc of said curve 273.44 feet through a central angle of 26'17' 06''; thence South 14'06'' 48'' West; thence along the arc of said curve 273.44 feet through a central angle of 32'08'' 55''; th East, along the Beginning at a point along the 16" West said curve 134.43 feet through a curve to the right, of which the recorded curve 273.44 feet through a 596.04 foot radius curve to the left, curve 223.86 SPRING feet through a 173.94 feet through foot radius 282.50 foot radius 435.00 foot South East northerly right-of-way line Section line South 00°07'10" East 1108.14 feet and North 72°06'16" West 1812.78 feet by line of Bitner Road from the Northeast Corner of Section 19, Township 1 South, Range

Description contains 5.40 acres.

along 2 Corner of Section 18, Township 1 East 179.07 feet; thence North 6 a ong feet to a point on a PARCEL 2
Beginning at a the point of 6 thence South 74'01' a point on 子 o 5 South 16'28' East arc of said curve arc of 59.70 feet; 59" West 72 beginning. 0 point North 00.03' 536.04 foot West 72.14 feet; said curve 26" West 64.86 370.00 thence 207.61 245.91 foot radius radius 62. 3' 51" East 164.87 feet along the Section line and West 1675.41 feet from the Southeast South, Range 4 East, Salt Lake Base and Meridian; and running thence South 81"45' 00" 62" 33' 44" East 106.63 feet; thence South 78"20' 10" East 108.62 feet; thence South 13" South 37"22' 32" West 33.86 feet; thence North 88"06' 36" West 65.97 feet; thence t; thence South 61"55' 46" West 52.44 feet; thence South 26"02' 21" West 76.73 feet; thence thence North 80"45' 47" West 7.57 feet; thence South 14"06' 48" West 327.53 feet; tradius curve to the left, of which the radius point bears North 75"53' 12" West; thence adius curve to the left, of which the radius point bears North 75.53' feet through a central angle of 32.08' 55"; thence North 18.02' 06" curve to the right, of which the radius point bears North 71.57' 54" feet through a central angle of 26.77' 06"; thence North 08.75' 00" 06" West 90.73 feet 54" East; thence East 40.00 feet

Description contains 1.78 acres

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BOUNDARY DESCRIPTION

ON SPRING CREEK ADDITION B

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Beginning 1396.93 f 69.56 116.78 29.05 Salt thence thence Description point 38. 45 Lake feet reet; North fee South 9 00, feet Base contains 6 48"; thence thence West; thence from 81. the 125.86 point and 48, 45, point thence the South South Meridi North foot 00, 52" orth 00° 03' 51" East 368.80 feet along the Section line and West Southeast Corner of Section 18, Township 1 South, Range 4' East ridian; and running thence South 13° 38' 00" West 174.16 feet; 52" West 66.10 feet; thence South 23° 30' 18" West 21.27 feet; 70" West 179.07 feet; thence North 08° 15' 00" East 279.04 feet oot radius curve to the left, of which the radius point bears North ce along the arc of said curve 85.41 feet through a central angle North 78° 16' 00" East 34.60 feet; thence South 63° 52' 00" East 79° 28' 47" East 55.91 feet; thence South 66° 47' 38" East 11° 46' 07" West 36.34 feet; thence South 35° 10' 50" East 으 acres. beginning. 50" East