



WHEN RECORDED, RETURN TO:

Eagle Mountain City
c/o Fionnuala Kofoed, City Recorder
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

ENT 68639:2017 PG.1 of 19
JEFFERY SMITH
UTAH COUNTY RECORDER
2017 Jul 17 2:59 pm FEE 0.00 BY SW
RECORDED FOR EAGLE MOUNTAIN CITY

RIGHT-OF-WAY AND ACCESS EASEMENT AGREEMENT

This Right-of-Way and Access Easement Agreement (“Agreement”) is entered into on April 3, 2017, by and among Belle Street Investments, LLC, a Utah limited liability company (“Belle Street”); Scot J. Hazard, an individual; Gregory W Hazard, an individual; Eagle Mountain City, a Utah municipal corporation (“EMC”); Atone Investments, Inc, a Utah Corporation (“Atone”); and Katherine Lynn Smith, an individual (“Smith”).

RECITALS

WHEREAS, Belle Street is the owner of a parcel of land currently identified as Utah County Tax ID #58:044:0078, the location of which is depicted in **Exhibit 1**, attached hereto and incorporated herein; and

WHEREAS, Atone and Smith are the owner of two parcels of land currently identified as Utah County Tax ID #58:047:0046 and #58:044:0103 (the “Smith/Atone Parcels”), the location of which are depicted in **Exhibit 2**, attached hereto and incorporated herein; and

WHEREAS, the identified parcels lie within the corporate city limits of EMC; and

WHEREAS, Belle Street is developing its identified parcel, along with adjoining property owned by it, to be known as Arrival Phase B (“Development”); and

WHEREAS, Belle Street, Smith and Atone desire to grant a right-of way and access easement in favor of EMC to provide another point of ingress and egress to the Development;

NOW THEREFORE, in consideration of the mutual covenants, promises, and obligations of the Parties, and for other good and valuable consideration, the Parties agree as follows:

1. Atone and Smith hereby grant to EMC a perpetual Right-of-Way and Access Easement (“Easement”) over and across from the Development to State Highway 73 (Cory Wride Memorial Highway), as more particularly described on **Exhibit 4**, attached hereto and incorporated herein.

2. The Easement is initially granted in accordance with the plans and specifications shown on **Exhibit 3** (Offsite Access Exhibits), attached hereto and incorporated herein.

3. City, Atone and Smith anticipate that in conjunction with the platting and development of the Smith/Atone Parcels, Atone and Smith may alter or change the alignment of the road through the Smith/Atone Parcels. Accordingly, Atone and Smith shall have the right to demand the City vacate the Easement if Atone and Smith construct and dedicate to the City an alternative road, approved by the City and constructed to City standards, that provides ingress and egress to the Project from State Highway 73 and that has sufficient capacity to continue to service the Development.
4. Belle Street shall be responsible for the full cost of any improvement of the Easement required by EMC in order to service the Development. If, in the future, additional requirements are imposed by EMC for development of the Smith/Atone Parcels, Atone and Smith shall be solely responsible for those additional costs.
5. Once the Easement is improved in accordance with the current requirements of EMC, EMC will accept the Easement as fulfillment of any requirement that Belle Street provide an additional point of ingress and egress to the Development. EMC shall then accept full responsibility for the Easement, including maintenance, cleaning, snow plowing, management, placement of control signs, etc., in the same manner as any other street or road within EMC.
6. Belle Street shall install a water line, water trough, and water meter yoke for Smith on parcel ID 58:044:0009 in fairly close proximity to its northern boundary line, and at a point designated by Smith, and to Smith's satisfaction. All installation and material costs as set forth in this paragraph shall be the sole responsibility of Belle Street.
7. Following completion of the Easement construction, Belle Street shall cause the prompt restoration of all areas outside the Easement roadway disturbed in anyway during said construction to as near original condition as is reasonably possible, including but not limited to smooth grading areas disturbed, and paying for the reseeded of disturbed areas. In addition to the aforementioned restoration, Belle Street shall install new fencing and gates on both sides of the Easement as Smith and Atone designate and direct, and to Smith and Atone's satisfaction. All installation and material costs as set forth in this paragraph shall be the sole responsibility of Belle Street. Atone, in her sole discretion, shall dictate the quality of all fencing and gate materials, and the workmanship standard of the aforementioned fencing and gate installation. Notwithstanding anything to the contrary herein, Belle Street's construction of the Easement roadway shall not interfere with Atone's ability to farm and cattle graze the properties contiguous with the Easement.
8. This Agreement is irrevocable by the Parties except by written consent of EMC.
9. Belle Street, Scot J. Hazard and Gregory W. Hazard shall indemnify, defend, and hold Smith and Atone harmless against all claims, loss or liability arising from damage to or destruction of property or injury to persons occurring because of the negligence or culpable operation, maintenance, construction, or installation of the Easement, or any part of performance of this Agreement.
10. In the event of default on the part of any party to this Agreement, that party shall

be liable for all costs and expenses incurred by the other parties enforcing the provisions of this Agreement, whether or not legal action is instituted.

11. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

12. Any waiver by any party hereto of any breach of any kind or character whatsoever by another party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of another party.

13. This Agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of the Parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.

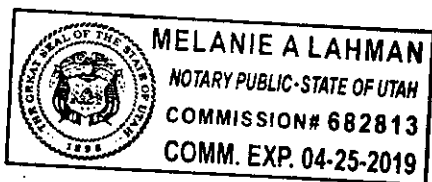
Effective the date above first written:

BELLE STREET INVESTMENTS, LLC

[Handwritten Signature]
By: Scot J. Hazard, managing member

STATE OF UTAH)
)
COUNTY OF UTAH)

On the 7th day of July, 2017, personally appeared before me Scot J. Hazard, who did personally acknowledge to me that he had authority to and did execute the foregoing document on behalf of Belle Street Investments, LLC.



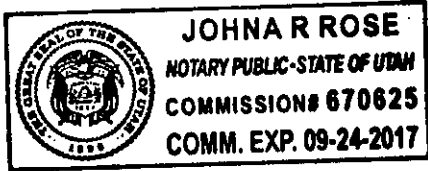
Melanie A Lahman
NOTARY PUBLIC

ATONE INVESTMENTS, INC.

By: Stanley R Smith
Print Name: Stanley R Smith
Title: President

STATE OF UTAH)
)
COUNTY OF UTAH)

On the 10 day of July, 2017, personally appeared before me Stanley R Smith, who did personally acknowledge to me that he had authority to and did execute the foregoing document on behalf of Atone Investments, Inc.



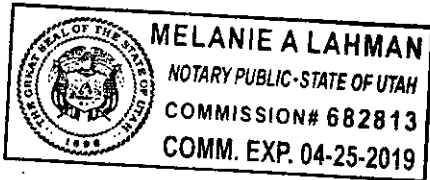
[Signature]
NOTARY PUBLIC

SCOT J. HAZARD

[Signature]
an individual

STATE OF UTAH)
)
COUNTY OF UTAH)

On the 7th day of July, 2017, personally appeared before me Scot J. Hazard, who did personally acknowledge to me that he execute the foregoing document.



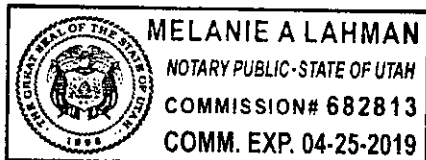
Melanie A Lahman
NOTARY PUBLIC

GREGORY W. HAZARD

[Signature]
an individual

STATE OF UTAH)
)
COUNTY OF UTAH)

On the 7th day of July, 2017, personally appeared before me Gregory W. Hazard, who did personally acknowledge to me that he execute the foregoing document.



Melanie A Lahman
NOTARY PUBLIC

KATHERINE LYNN SMITH

Katherine Lynn Smith
an individual

STATE OF UTAH)
)
COUNTY OF UTAH)

On the 10 day of July, 2017, personally appeared before me Katherine Lynn Smith, who did personally acknowledge to me that she execute the foregoing document.



[Signature]
NOTARY PUBLIC

EAGLE MOUNTAIN CITY

[Signature]
Christopher Pengra, Mayor

ATTEST:

[Signature]
Fionnuala B. Kofoed, CMC
Eagle Mountain City Recorder

STATE OF UTAH)
)
COUNTY OF UTAH)

On the 17 day of July, 2017, personally appeared before me Mayor Christopher Pengra, who did personally acknowledge to me that he had authority to and did execute the foregoing document on behalf of Eagle Mountain City.



NOTARY PUBLIC

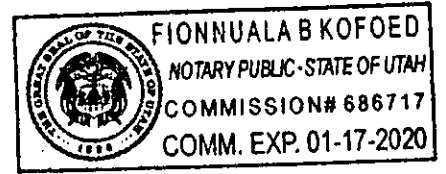


Exhibit 1

EXHIBIT 1

58:044:0081
BELLE STREET INVESTMENTS LLC...
Value: \$314,400 -- 20.96 acres

58:044:0078
BELLE STREET INVESTMENTS LLC...
Value: \$299,800 -- 19.99 acres

58:044:0070
BELLE STREET INVESTMENTS LLC...
Value: \$299,800 -- 19.99 acres

58:044:0103
SMITH, KATHERINE LYNN...
Value: \$0 -- 65.96 acres

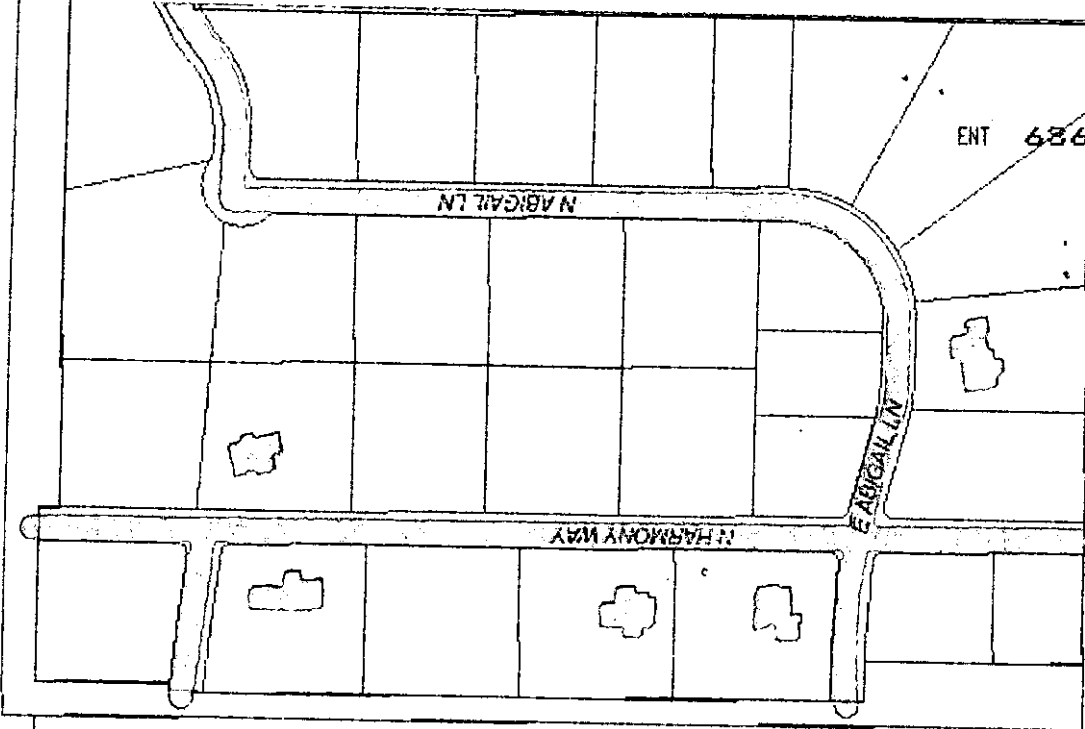


Exhibit 2

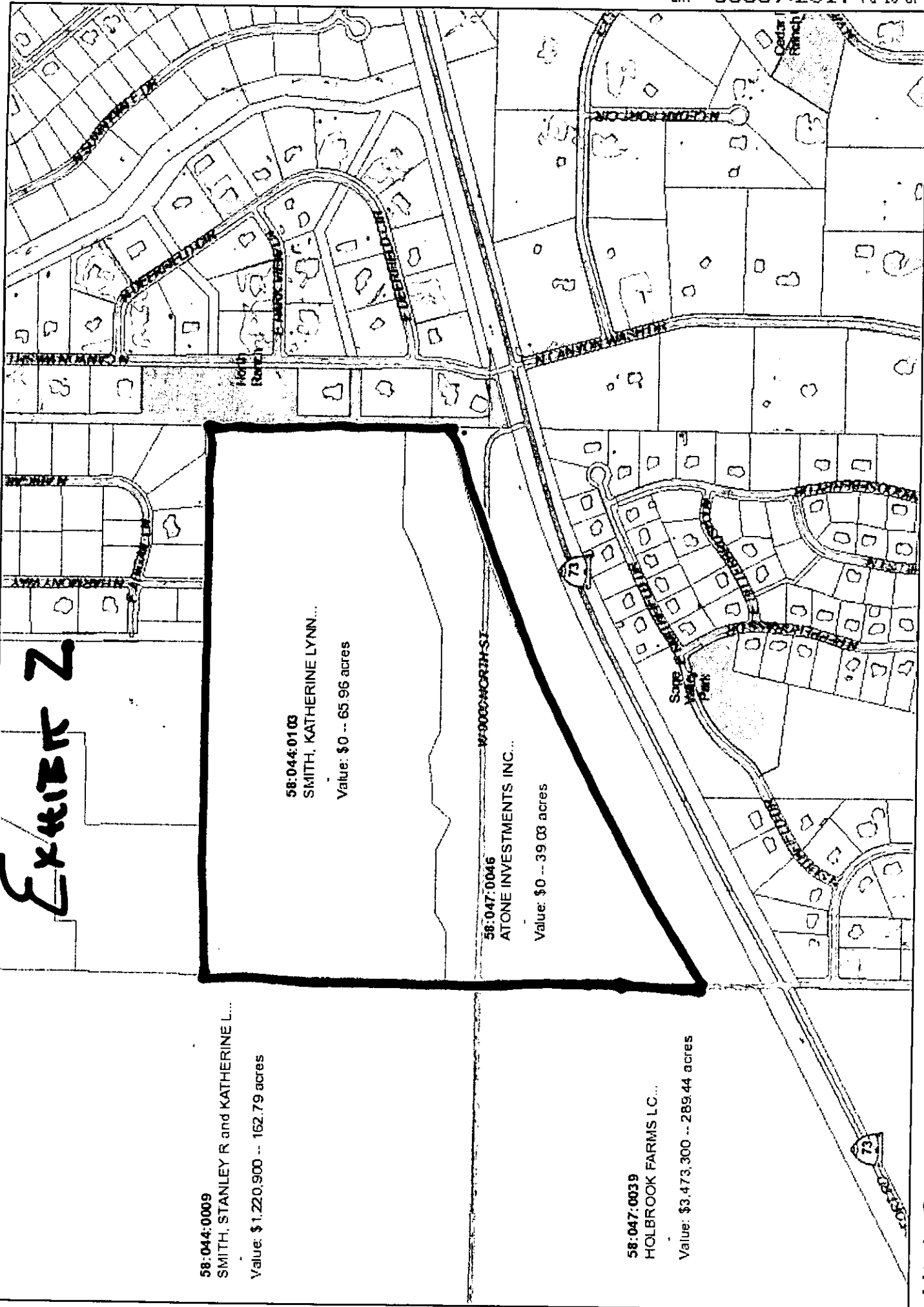
EXHIBIT Z

58:044:0009
SMITH, STANLEY R and KATHERINE L...
Value: \$ 1,220,900 -- 162.79 acres

58:044:0103
SMITH, KATHERINE LYNN...
Value: \$ 0 -- 65.96 acres

58:047:0046
ATONE INVESTMENTS INC...
Value: \$ 0 -- 39.03 acres

58:047:0039
HOLBROOK FARMS LC...
Value: \$3,473,300 -- 289.44 acres



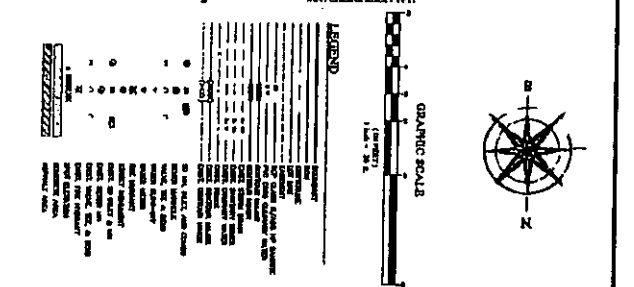
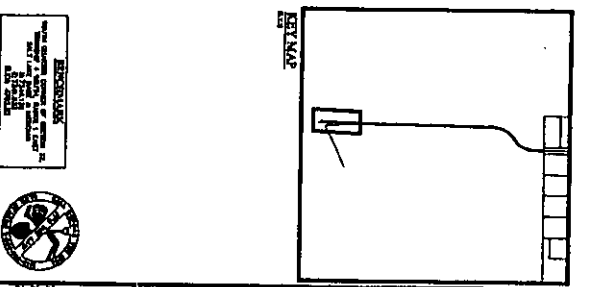
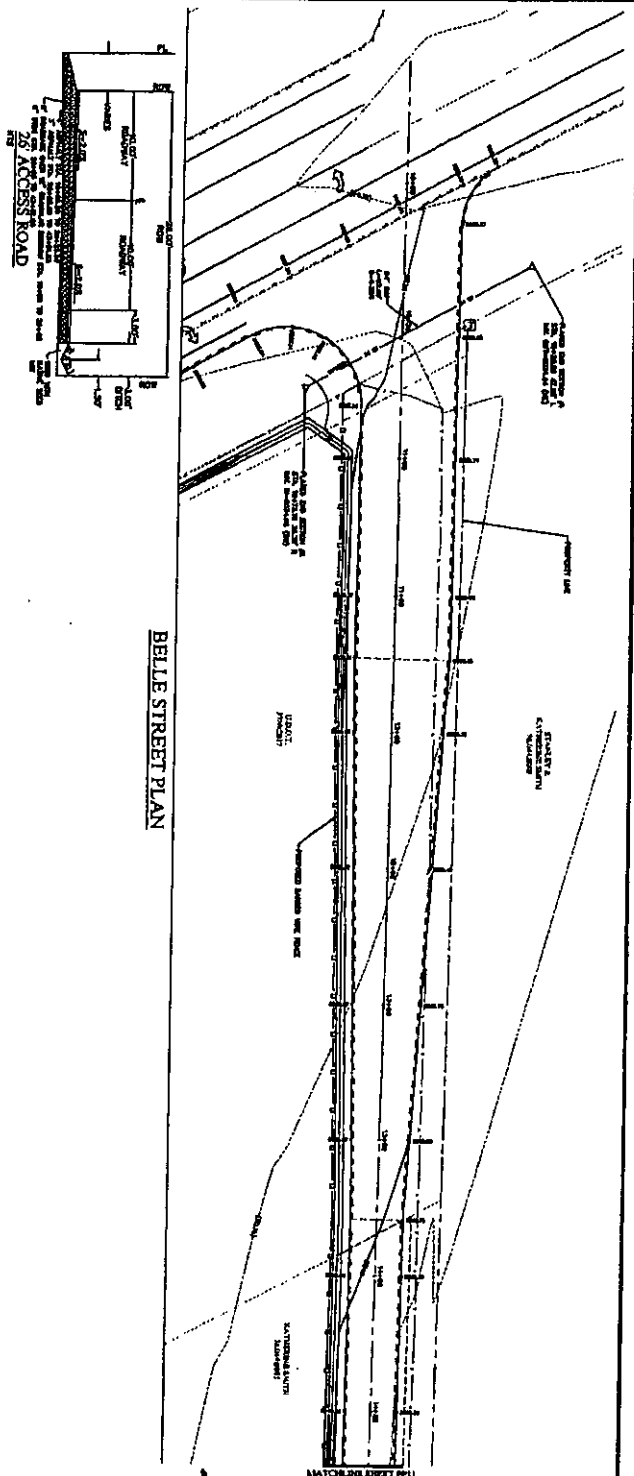
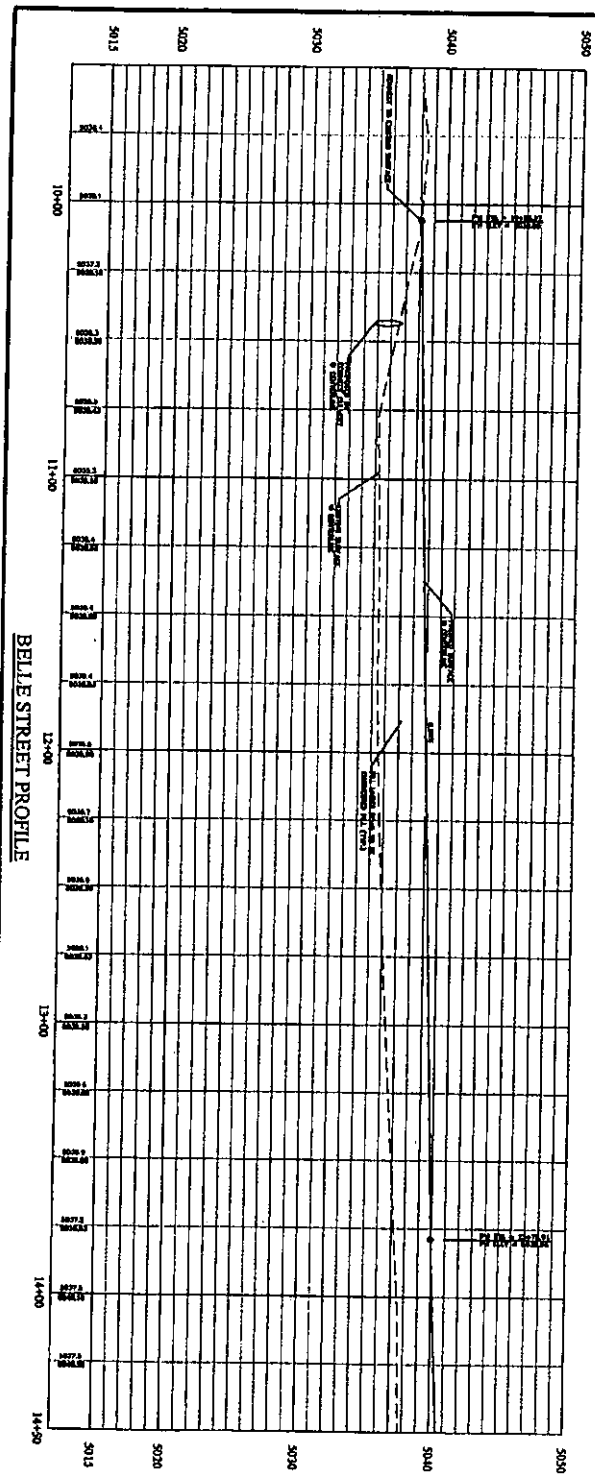
Utah County Parcel Map

This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey



Date: 7/6/2017

Exhibit 3



BELLE STREET

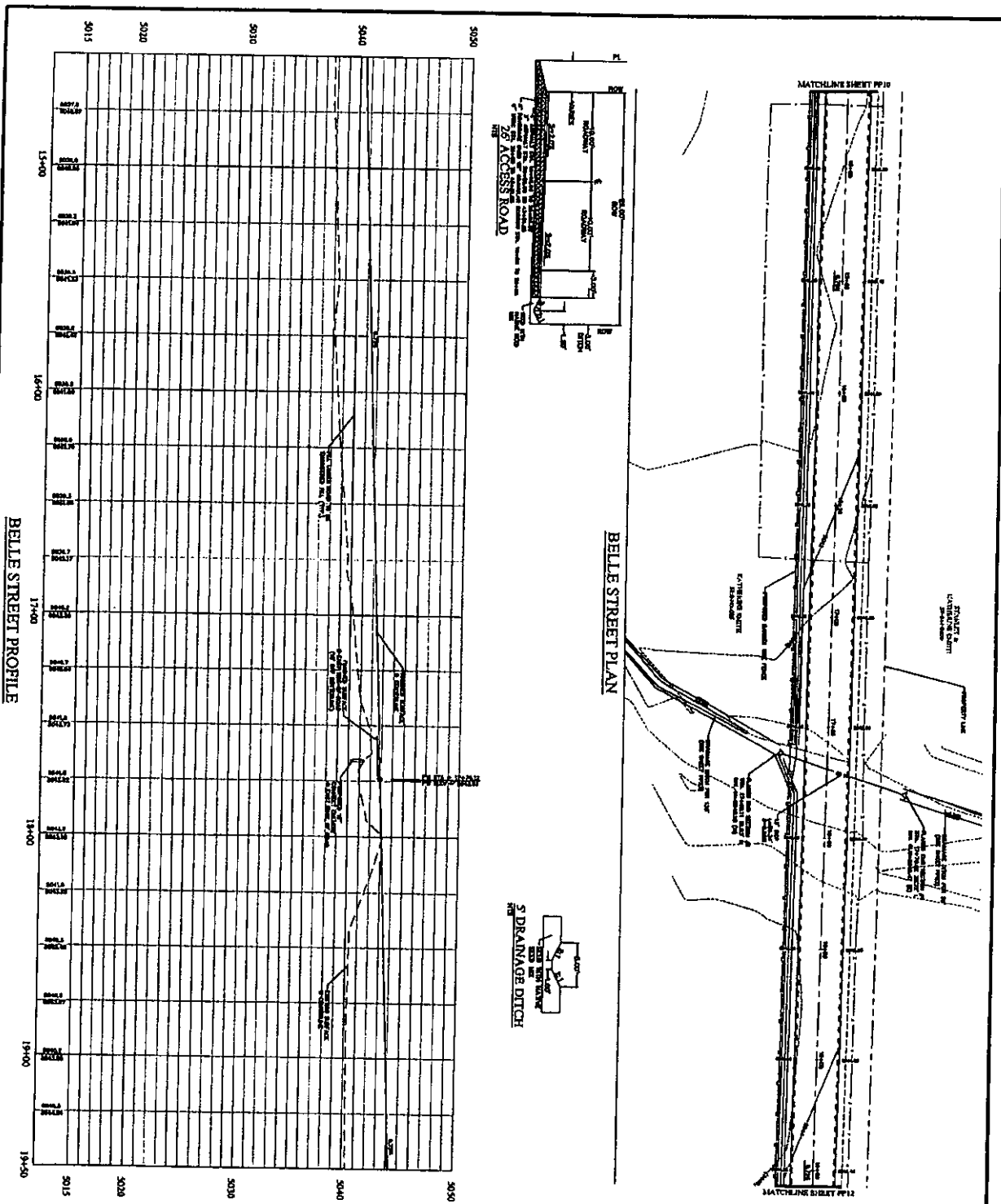
NO.	DATE	BY	REVISION
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PP 10

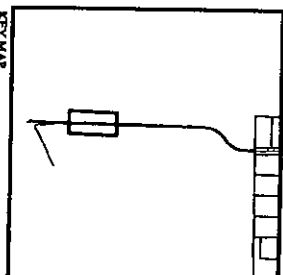
ARRIVAL SUBDIVISION PHASE B
 EAGLE MOUNTAIN, UTAH COUNTY
 BELLE STREET



FOCUS
 ENGINEERING AND SURVEYING, LLC
 32 WEST CENTER STREET
 SALT LAKE CITY, UTAH 84143
 PHONE: (801) 333-0071
 WWW.FOCUSUTAH.COM



EXEMPT
 THIS PROJECT IS EXEMPT FROM THE REQUIREMENTS OF THE UTAH SURVEYING ACT, CHAPTER 2, SECTION 2-201, AS IT RELATES TO THE CONSTRUCTION OF A PUBLIC UTILITY.



LEGEND

(Symbol)	Proposed Right of Way
(Symbol)	Proposed Pavement
(Symbol)	Proposed Concrete
(Symbol)	Proposed Asphalt
(Symbol)	Proposed Gravel
(Symbol)	Proposed Sand
(Symbol)	Proposed Stone
(Symbol)	Proposed Earth
(Symbol)	Proposed Rock
(Symbol)	Proposed Water
(Symbol)	Proposed Sewer
(Symbol)	Proposed Gas
(Symbol)	Proposed Electric
(Symbol)	Proposed Telephone
(Symbol)	Proposed Cable
(Symbol)	Proposed Fencing
(Symbol)	Proposed Signage
(Symbol)	Proposed Lighting
(Symbol)	Proposed Landscaping
(Symbol)	Proposed Utilities

GRAPHIC SCALE
 1" = 100' (Horizontal)
 1" = 10' (Vertical)

REVISION BLOCK

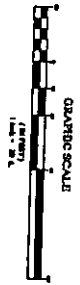
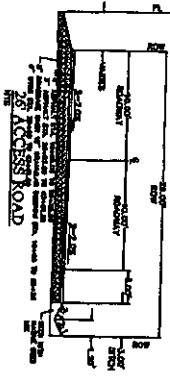
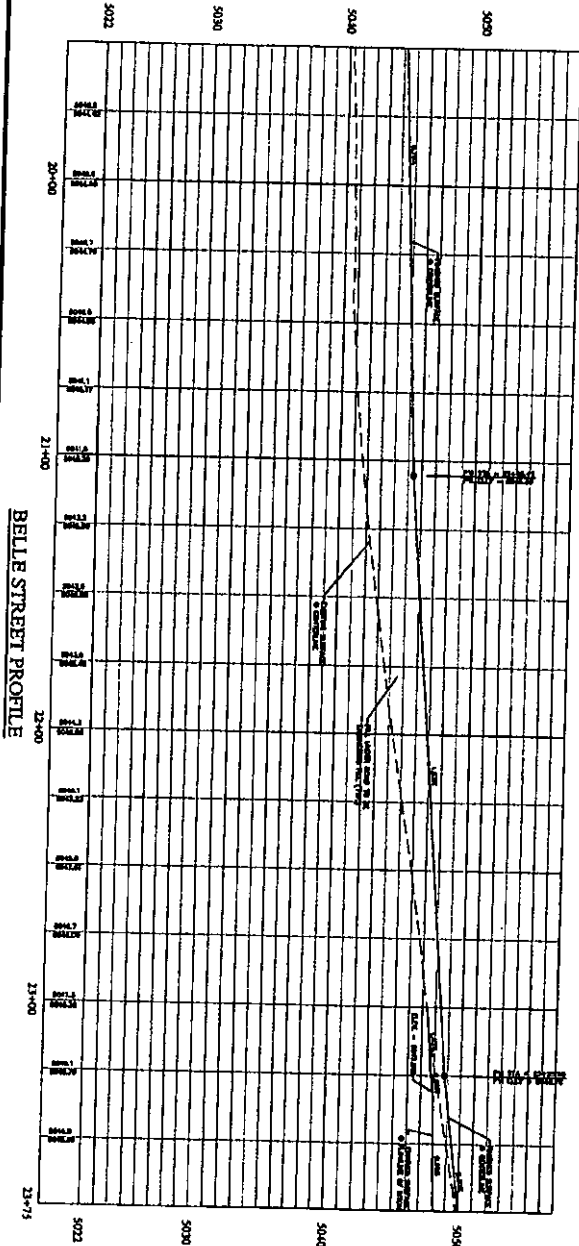
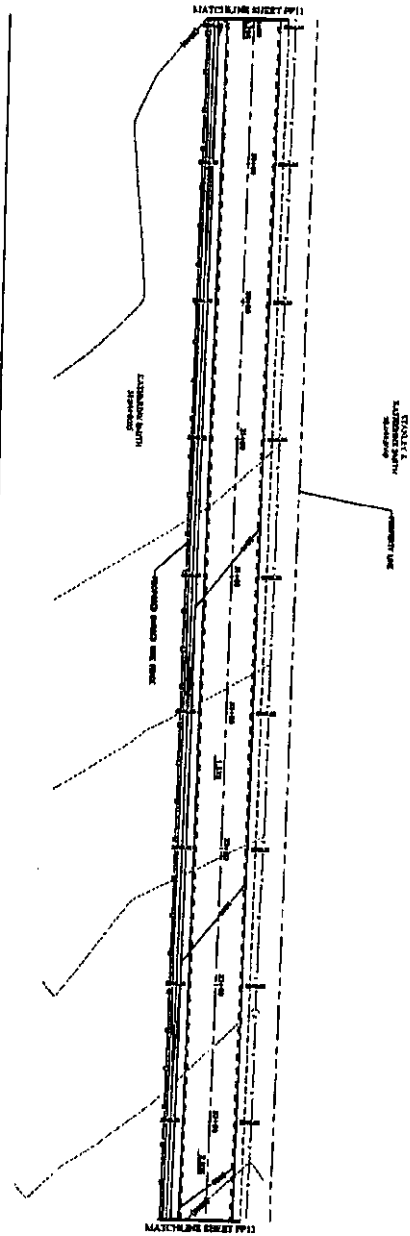
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BELLE STREET
 PP11

ARRIVAL SUBDIVISION PHASE B
 EAGLE MOUNTAIN, UTAH COUNTY
BELLE STREET

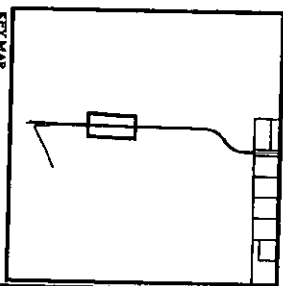


FOCUS
 ENGINEERING AND SURVEYING, LLC
 32 WEST CENTER STREET
 ARBORES, UTAH 84047 PH: (801) 355-8075
 www.focusinc.com



LEGEND

Symbol	Description
—	Proposed Street Right-of-Way
—	Proposed Street
—	Proposed Utility Line
—	Proposed Easement
—	Proposed Access Road
—	Proposed Sight Triangle
—	Proposed Vertical Curve
—	Proposed Pavement
—	Proposed Concrete
—	Proposed Asphalt
—	Proposed Gravel
—	Proposed Sand
—	Proposed Stone
—	Proposed Brick
—	Proposed Mortar
—	Proposed Cement
—	Proposed Steel
—	Proposed Wood
—	Proposed Concrete
—	Proposed Asphalt
—	Proposed Gravel
—	Proposed Sand
—	Proposed Stone
—	Proposed Brick
—	Proposed Mortar
—	Proposed Cement
—	Proposed Steel
—	Proposed Wood



NOTES

1. THE ENGINEER HAS CONDUCTED VISUAL SURVEYS OF THE SITE AND HAS FOUND NO OBSTACLES TO THE PROPOSED CONSTRUCTION.
2. THE ENGINEER HAS CONDUCTED VISUAL SURVEYS OF THE SITE AND HAS FOUND NO OBSTACLES TO THE PROPOSED CONSTRUCTION.
3. THE ENGINEER HAS CONDUCTED VISUAL SURVEYS OF THE SITE AND HAS FOUND NO OBSTACLES TO THE PROPOSED CONSTRUCTION.



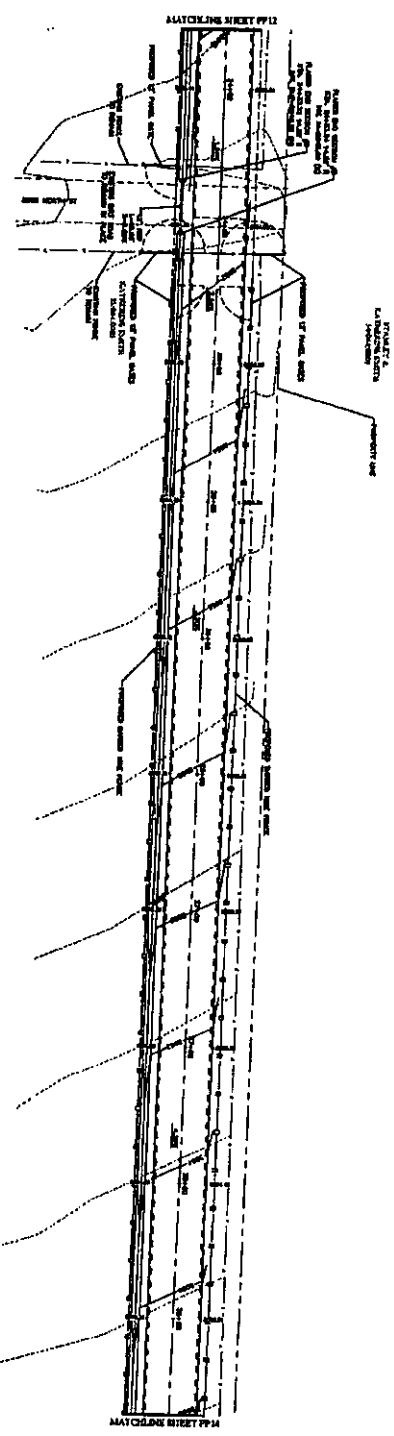
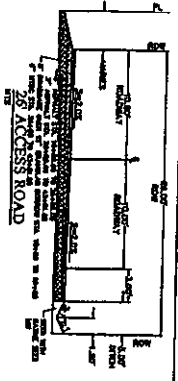
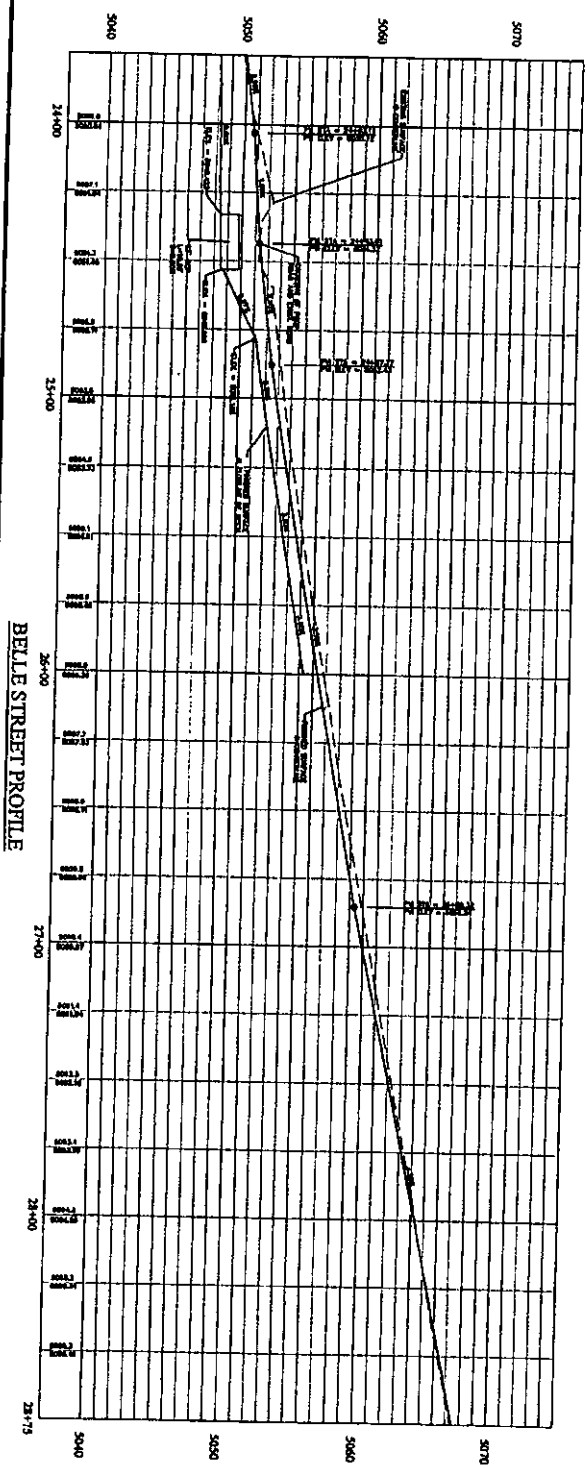
BELLE STREET

STATION	ELEVATION	GRADE	VERTICAL CURVE
20+00	5022.00	1.00%	
21+00	5030.00	1.00%	
22+00	5040.00	1.00%	
23+00	5050.00	1.00%	
23+75	5050.00	1.00%	

ARRIVAL SUBDIVISION PHASE B
EAGLE MOUNTAIN, UTAH COUNTY
BELLE STREET



FOCUS
 ENGINEERING AND SURVEYING, LLC
 20 WEST CLAYTON STREET
 MIDVALE, UTAH 84047 TEL: (801) 551-0025
 www.focusinc.com



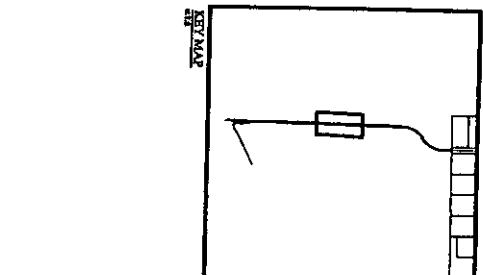
REVISIONS

NO.	DATE	DESCRIPTION
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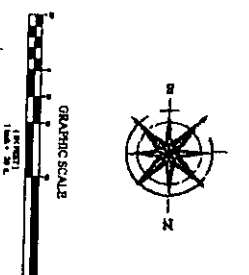
BELLE STREET

pp13



LEGEND

(Symbol)	PROPOSED GRADE
(Symbol)	EXISTING GRADE
(Symbol)	PROPOSED PAVEMENT
(Symbol)	EXISTING PAVEMENT
(Symbol)	PROPOSED CURB
(Symbol)	EXISTING CURB
(Symbol)	PROPOSED SIDEWALK
(Symbol)	EXISTING SIDEWALK
(Symbol)	PROPOSED UTILITY EASEMENT
(Symbol)	EXISTING UTILITY EASEMENT
(Symbol)	PROPOSED STREET BOUNDARY
(Symbol)	EXISTING STREET BOUNDARY
(Symbol)	PROPOSED DRIVEWAY
(Symbol)	EXISTING DRIVEWAY
(Symbol)	PROPOSED ACCESS ROAD
(Symbol)	EXISTING ACCESS ROAD
(Symbol)	PROPOSED UTILITY LINE
(Symbol)	EXISTING UTILITY LINE
(Symbol)	PROPOSED STRUCTURE
(Symbol)	EXISTING STRUCTURE
(Symbol)	PROPOSED FENCE
(Symbol)	EXISTING FENCE
(Symbol)	PROPOSED LANDSCAPE
(Symbol)	EXISTING LANDSCAPE



REVISION BLOCK

NO.	DATE	DESCRIPTION
1	08/15/17	ISSUE FOR PERMITS

ARRIVAL SUBDIVISION PHASE B

EAGLE MOUNTAIN, UTAH COUNTY

BELLE STREET



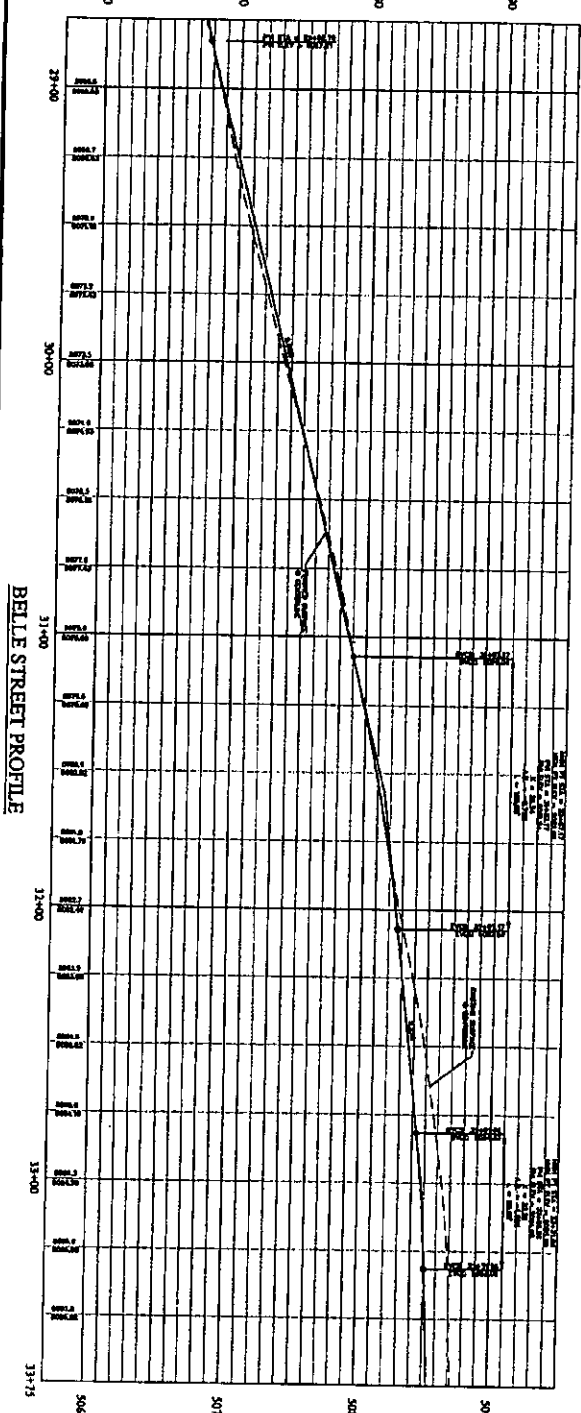
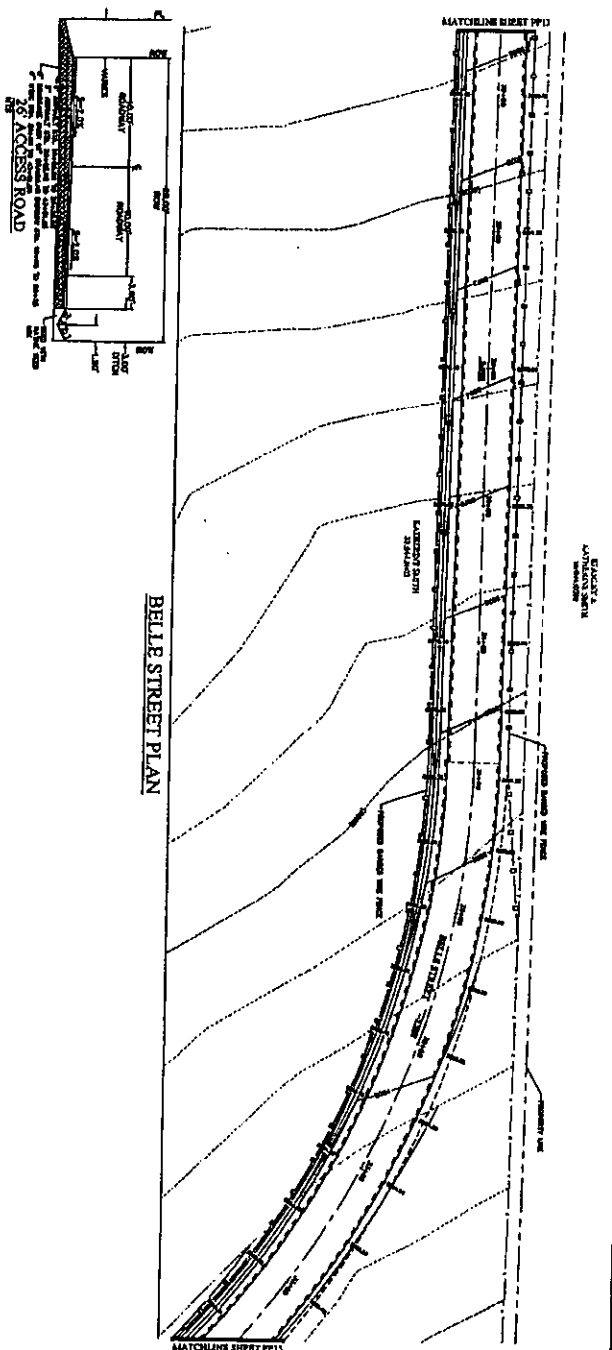
FOCUS

ENGINEERING AND SURVEYING, LLC

33 WEST CENTER STREET

MIDVALE, UTAH 84047 PH: (801) 313-6075

www.FocusUtah.com



BELLE STREET PLAN

BELLE STREET PROFILE

LEGEND

GRAPHIC SCALE

ARRIVAL SUBDIVISION PHASE B
 EAGLE MOUNTAIN, UTAH COUNTY
 BELLE STREET

REVISION BLOCK

PROPERTY

DESIGNER

CHECKED

DATE

SCALE

PROJECT NO.

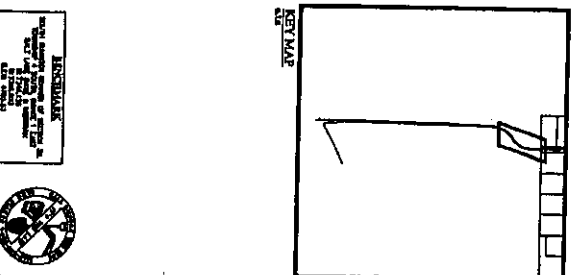
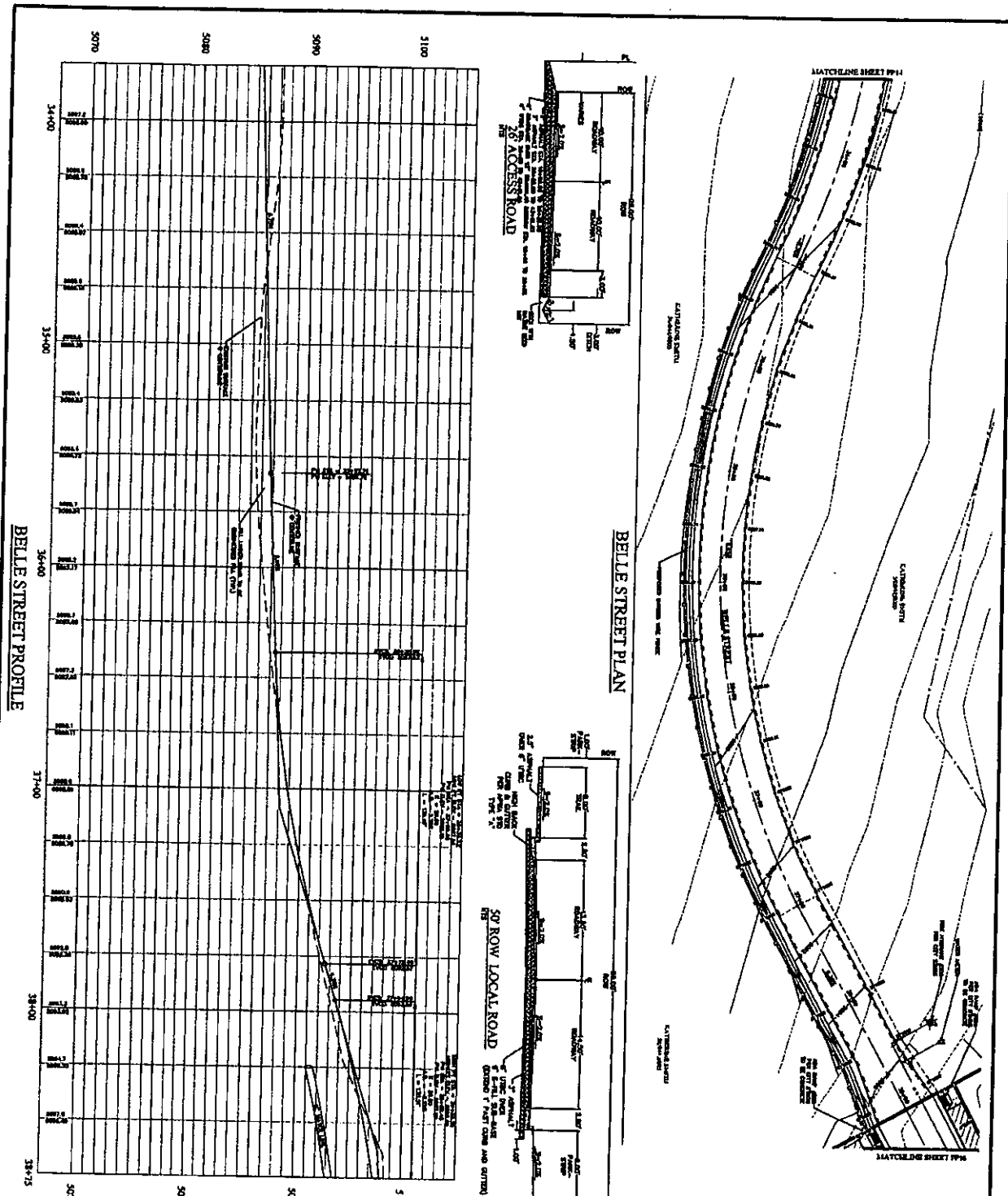
PP14

ARRIVAL SUBDIVISION PHASE B

EAGLE MOUNTAIN, UTAH COUNTY

BELLE STREET

FOCUS ENGINEERING AND SURVEYING, LLC
 33 WEST CENTER STREET
 ALBUQUERQUE, UTAH 84607 POC: (505) 352-0051
 www.focusnh.com



REVISIONS
 1. DATE: 08/15/17
 2. BY: [Signature]
 3. CHECKED: [Signature]



BELLE STREET
 PPS 15

NO.	DATE	BY	DESCRIPTION
1	08/15/17	[Signature]	ISSUED FOR PERMITS AND RECORD
2			
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ARRIVAL SUBDIVISION PHASE B

EAGLE MOUNTAIN, UTAH COUNTY
BELLE STREET

LEGEND

- PROPOSED DRIVEWAY
- EXISTING DRIVEWAY
- PROPOSED SIDEWALK
- EXISTING SIDEWALK
- PROPOSED CURB
- EXISTING CURB
- PROPOSED ASPHALT
- EXISTING ASPHALT
- PROPOSED GRAVEL
- EXISTING GRAVEL
- PROPOSED CONCRET
- EXISTING CONCRET
- PROPOSED SAND/CLAY
- EXISTING SAND/CLAY
- PROPOSED SOFT SAND
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GRAPHIC SCALES
 1" = 10' (PLAN)
 1" = 5' (PROFILE)

LEGEND

- PROPOSED DRIVEWAY
- EXISTING DRIVEWAY
- PROPOSED SIDEWALK
- EXISTING SIDEWALK
- PROPOSED CURB
- EXISTING CURB
- PROPOSED ASPHALT
- EXISTING ASPHALT
- PROPOSED GRAVEL
- EXISTING GRAVEL
- PROPOSED CONCRET
- EXISTING CONCRET
- PROPOSED SAND/CLAY
- EXISTING SAND/CLAY
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FOCUS.
 ENGINEERING AND SURVEYING, LLC
 32 WEST CENTER STREET
 MOYVALE, UTAH 84047 PH: (409) 373-8475
 www.focusps.com

Exhibit 4

**LEGAL DESCRIPTION
PREPARED FOR
ARRIVAL SUBDIVISION
EAGLE MOUNTAIN, UTAH
(Revised: April 29, 2017)
16-358**

OFFSITE ACCESS EASEMENT

An access easement across a portion of the SW1/4 of Section 13, and the NW1/4 of Section 24, Township 5 South, Range 2 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located S89°19'12"E along the Section line 11.00 feet from the Southwest Corner of Section 13, T5S, R2W, S.L.B. & M; thence N01°07'13"E 696.97 feet; thence along the arc of a 343.00 feet to the right 321.59 feet through a central angle of 53°43'09" (chord: N27°58'47"E 309.94 feet) to a point of reverse curvature; thence along the arc of a 297.00 feet curve to the to the left 285.90 feet through a central angle of 55°09'16" (chord: N27°15'43"E 274.99 feet); thence N00°18'55"W 76.41 feet; thence N07°26'25"W 28.41 feet; thence N89°41'39"E 38.11 feet; thence S08°51'14"W 28.80 feet; thence S00°18'55"E 76.16 feet; thence along the arc of a 327.00 feet to the right 314.78 feet through a central angle of 55°09'16" (chord: S27°15'43"W 302.77 feet) to a point of reverse curvature; thence along the arc of a 313.00 feet curve to the to the left 293.46 feet through a central angle of 53°43'09" (chord: S27°58'47"W 282.83 feet); thence S01°07'13"W 697.01 feet; thence S00°52'50"W 1,052.95 feet; thence S62°08'01"W 34.22 feet; thence N00°52'50"E 1,069.58 feet to the to the point of beginning.

Contains: 1.70 acres+/-

