

ENTRY NO. 00808402

03/28/2007 02:07:06 PM B: 1855 P: 1423

Easements PAGE 1 / 4

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 0.00 BY SNYDERVILLE BASIN SID



When Recorded Return To
Snyderville Basin Special Recreation District
Post Office Box 890127
Park City, Utah 84098

GRANT OF PUBLIC TRAIL EASEMENT

RDB, LLC (“Grantor”) in consideration of the payment of ten dollars and other valuable consideration, hereby conveys and warrants to the Snyderville Basin Special Recreation District, a special service district of the State of Utah, (“Grantee”), a perpetual, exclusive surface easement over, along and through the Grantor’s property to operate, repair, manage, construct and maintain approximately 2,983 lineal feet of non-motorized use public recreation trail (the “Easement Parcel”) as more specifically described on Exhibit “A” attached hereto.

1. Grantor may, with the consent of the Grantee, install signs along the easement consistent with the Rules and Regulations of the Grantee to restrict speed, and access to the trail and restrict access to property adjacent to the trail easement.

2. Grantee, or its successor as owner of the Easement Parcel, shall pay 100% of the annual costs (other than capital improvements) required to maintain the Easement Parcel.

3. Further, it is the intention of Grantor and Grantee that this Grant be strictly limited to the purposes expressed herein, subject to and limited as follows:

a. The limitation that the rights granted hereunder shall not be exercised in any manner which substantially interferes (i) with the purposes for which the Easement is to be used as provided herein, or (ii) with the rights and easements of any other person.

b. The right of any governmental or quasi-governmental body having jurisdiction over Grantor’s property at any time and from time to time, and any other private or public utility company serving Grantor’s property, of access to, and rights of ingress and egress over and across, any of Grantor’s property for purposes of providing any governmental, municipal or utilities services.

c. The right of Grantor in its sole discretion, to use and/or to grant permits, licenses and easements over, across, through and under the Easement Parcel to any governmental or quasi-governmental authority, to any other public or private utility company or to any other person or entity, for the purpose of installing, maintaining or providing utilities and related facilities or for any other lawful purpose.

d. The use by the holders of the dominant tenements of the easement granted herein shall be limited to the uses as are described herein (the “Limited Use”), which Limited Use shall be made in such a manner as to least interfere with the use of the servient tenements by the owners and lessees thereof.

4. With respect to this Easement, it is agreed that if Grantor determines that the present location of the Easement Parcel will interfere with the contemplated use or development of its property which is encumbered by the easement granted herein, Grantor, may, at its sole expense relocate the Easement Parcel to a reasonably suitable alternative location. Grantee shall have the right to approve or object to the relocation of the Easement Parcel, which approval shall not be unreasonably withheld. Grantee shall have a reasonable time to approve or object to the relocation, not to exceed ninety (90) days from the date Grantor provides to Grantee a written description of the proposed relocated Easement Parcel.

5. In the event that the Easement Parcel is rerouted, reconstructed and/or relocated as described above, or as otherwise agreed to, the parties hereto and/or their successors and assigns shall cause a termination of easement and/or vacation of easement of the portion of the Easement described in Exhibit "A" to be prepared and recorded. In such event, the parties hereto and/or their successors and assigns shall cause a new grant of easement to be recorded to accurately reflect and accommodate the rerouted, reconstructed and/or relocated Easement Parcel.

6. This Grant of Easement shall run with the land and be binding on all successors and assigns of Grantor and Grantee.

7. This Grant shall be governed by and construed in accordance with the laws of the State of Utah. This Grant shall be recorded in the records of the County Recorder of Summit County, Utah.

8. Nothing in this Grant is intended to create an enforceable right, claim or cause of action by any third party against any party to this Grant.

9. Subject to the provisions of paragraphs 4 and 5 above, this Grant may not be modified except with the consent of both Grantor and Grantee, and then only by written instrument duly executed and acknowledged and recorded in the official real estate records of the County Recorder of Summit County, Utah.

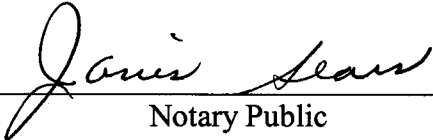
RDB, LLC

By: 

Its: Manager

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 28th day of March, 2007 personally appeared before me Richard D. Burbidge, who acknowledged himself to be the Manager of RDB, LLC, a Utah limited liability company and that he, as such Manager, being authorized to do so, executed the forgoing instrument for the purposes therein contained.



Notary Public

My Commission expires 12-12-09

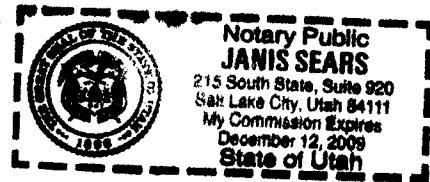


Exhibit A

20' Wide Trail Easement

A twenty (20)-foot wide trail easement located in the Southeast and Northeast Quarters of Section 35, and the Northwest Quarter of Section 36, Township 1 South, Range 4 East, Salt Lake Base & Meridian, said easement lying ten (10) feet on each side of a line of reference and projection being more particularly described as follows:

Beginning at a point which lies North $89^{\circ}52'38''$ West 1256.37 feet along the South line of the Southeast Quarter of said Section 35, and North 2466.01 feet from the Southeast Corner of said Section 35; and running thence North $78^{\circ}25'09''$ East 143.57 feet; thence South $63^{\circ}03'57''$ East 65.04 feet; thence South $58^{\circ}24'08''$ East 202.00 feet; thence South $44^{\circ}44'37''$ East 401.91 feet; thence South $53^{\circ}54'43''$ East 190.08 feet; thence South $25^{\circ}53'29''$ East 280.88 feet; thence South $08^{\circ}06'05''$ East 94.70 feet; thence South $26^{\circ}34'45''$ East 130.24 feet; thence South $15^{\circ}40'23''$ East 154.66 feet; thence South $40^{\circ}47'52''$ East 92.33 feet; thence South $55^{\circ}00'07''$ East 125.29 feet; thence North $67^{\circ}59'30''$ East 30.02 feet; thence North $12^{\circ}52'59''$ West 93.35 feet; thence North $03^{\circ}35'01''$ West 152.95 feet; thence North $07^{\circ}04'43''$ East 186.15 feet; thence North $03^{\circ}47'08''$ East 96.36 feet; thence North $17^{\circ}46'20''$ West 31.61 feet; thence North $08^{\circ}44'19''$ East 60.84 feet; thence North $05^{\circ}48'28''$ West 121.98 feet; thence North $00^{\circ}02'38''$ West 125.01 feet; thence North $49^{\circ}42'58''$ East 30.31 feet; thence South $22^{\circ}49'09''$ East 128.79 feet to the end of said line of reference and projection, said point lies North $01^{\circ}03'48''$ East 1984.85 feet from the Southeast Corner of said Section 35.

Contains 58,761 Sq. Ft. (approx. 2938 l.f.)