

RECORDING FEES EXEMPT  
AS PER SECTION 63J-1-505  
UTAH STATE CODE

WHEN RECORDED MAIL TO:  
Snyderville Basin Recreation District  
5715 Trailside Drive  
Park City, UT 84098

ENTRY NO. 01022187

06/24/2015 03:45:48 PM B: 2300 P: 1528

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MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER

FEE 0.00 BY SNYDERVILLE BASIN REC DIST



Space above for Recorders Stamp

## PUBLIC RECREATION TRAIL EASEMENT AND ACCESS AGREEMENT

Property Owner: Ranch Place Home Owners Association, Inc.

Trail Name: East 224 Connector Trail

Parcel #: RPL-B, RPL-H, RPL-D, RPL-II-B, RPL-II-C

THIS PUBLIC RECREATION TRAIL EASEMENT AGREEMENT AND ACCESS AGREEMENT ("Easement Agreement"), is made and entered into this 24<sup>th</sup> day of June, 2015, by and between **Ranch Place Home Owners Association, Inc.** with address at 1001 Cutter Ln., Park City, UT 84098 ("Owner"), and **SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT**, a special service district of the State of Utah, with offices at 5715 Trailside Drive, Park City, UT 84098 ("SBSRD"). Owner and SBSRD are sometimes collectively referred to in this Easement Agreement as the "Parties" or individually as a "Party."

### RECITALS

WHEREAS, Owner is the owner of certain real property in SUMMIT COUNTY, Utah, more particularly described on **Exhibit A**, attached hereto and by this reference incorporated herein (the "**Property**"); and,

WHEREAS, The term "**Owner**" as used herein shall mean the possessor of any interest in the Property, whether public or private land, including a condominium association where the easement to be granted herein is located in a designated common area and an owner's association is empowered to grant easements over same; and,

WHEREAS, Owner desires to grant SBSRD an easement across a portion of the Property for the purpose of establishing a public, non-motorized trail, and assisting in the shaping of the character, direction, and development of public recreation trails throughout Summit County; and,

WHEREAS, SBSRD is a public body, authorized by law to acquire interests in real property for purposes of developing and maintaining land for public recreational opportunities;

## AGREEMENT

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

### 1. Grant of Easement.

Owner hereby grants unto SBSRD:

A. A trail easement ("**Trail Easement**") on, over, under, and across the Property solely consisting of a corridor twenty feet (20') in width ("**Easement Corridor**") lying along an alignment as described in the document attached hereto as **Exhibit A** and as depicted in the sketch attached hereto as **Exhibit B** and by this reference both exhibits are incorporated herein, exclusively for the duration and purpose set forth herein below and consisting only of the rights hereinafter enumerated.

B. A non-exclusive access easement ("**Access Easement**") on, over, under, and across private roads, driveways, common area parcels, and emergency ingress/egress easements which are owned and/or controlled by Owner on the Property, including access into gated/guarded communities, for the duration and purpose set forth herein below and consisting of the rights hereinafter enumerated.

### 2. Duration.

The Trail Easement and Access Easement are granted in perpetuity and shall run with the land so as to be forever binding upon the parties hereto and their respective heirs, personal representatives, administrators, successors, and assigns.

### 3. Purpose.

The purpose of the Trail Easement is to obtain, develop, preserve, and maintain the area within the Easement Corridor for development, construction, use, preservation, and maintenance of a non-motorized trail, for the use and benefit of SBSRD and the general public.

The purpose of the Access Easement is to provide SBSRD and its Affiliates (as defined below), not the general public, access to the Easement Corridor as SBSRD deems reasonable and necessary to develop, construct, maintain, and otherwise manage the Trail Easement in accordance with provisions set forth herein.

### 4. Rights Conveyed and Obligations.

The rights conveyed to and corresponding obligations imposed upon SBSRD by this Trail Easement and Access Easement are as follows:

A. To develop within the Easement Corridor a trail not to exceed ten feet (10') in width, ("Trail") for non-motorized recreational use;

B. To lay out, mark, develop, construct, maintain or relocate the Trail, within the Easement Corridor;

C. To make minor topographical changes to the Property within the Easement Corridor for the necessity and convenience of locating the Trail, (including improvements as needed to provide structural support and erosion control; e.g. drainage ditches, berms, import soils to build up to level grade, etc.);

D. To establish and maintain appropriate signage within the Easement Corridor marking the trail and providing directions or other appropriate information in connection with the Trail;

E. To enter upon the Easement Corridor for all reasonable and necessary construction, maintenance, and repair of the trail and Easement Corridor, and to pursue same diligently to completion. Such maintenance shall include, but shall not be limited to sweeping, snow plowing, weed spraying, crack sealing, seal coating, re-treading, re-surfacing, and otherwise keeping the trail in a serviceable and safe condition;

F. To manage vegetation within the Easement Corridor through removal and/or trimming of trees, shrubs, grasses or exotic or noxious plant species, in order to maintain appropriate sight lines (as determined necessary by SBSRD at its sole discretion), and otherwise as necessary to keep the Trail in a serviceable and safe condition and maintain the integrity of the Trail;

G. To maintain the Easement Corridor in a good, clean and sanitary condition, free from waste or litter and/or any condition that is offensive to the public health, safety or welfare or that constitutes a nuisance; and,

H. To ensure that no lien or claim of mechanics, laborers or material-men will be filed against the Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by SBSRD regarding the Trail Easement.

I. If any damage occurs to Owner's property or any improvements thereon arising out of, related to, or as a consequence of any of SBSRD's work in the Easement Corridor, Owner promptly will notify SBSRD in writing of the damage. Unless otherwise agreed by the parties, SBSRD will repair the damage (or commence and diligently pursue repairing the damage) within 30 days after receipt of Owner's notice.

**5. Limitation on Use of the Trail Easement.**

Public access on, over or across the Trail Easement shall be strictly limited to access by foot or other non-motorized means except as follows: (a) use by motorized or battery propelled wheelchairs, (b) use by Owner or SBSRD operated motor vehicles for purposes of construction or maintenance of any trail that may be established within the Easement Corridor, and (c) use for emergency access for wild land fire and structural fire suppression, to facilitate search and rescue operations, or by public law enforcement personnel as deemed necessary for public safety.

**6. Fees.**

No fees shall be charged by Owner for use of the Trail Easement by the general public.

**7. Liability/Indemnification/Immunity.**

Owner shall enjoy the limitations on legal liability involving public recreational use of the Trail Easement as provided for in *Utah Code Annotated ("UCA") §§57-14-101 thru 205 (Limitations on Landowner Liability – Relating to Recreational Use)* and *UCA §57-14-401 and §78B-4-509 (2) and (3) (Inherent Risks of Certain Activities)*. Furthermore, SBSRD agrees to indemnify, defend, and forever hold Owner, (including without limitation, its officers, directors, owners, members, agents, representatives, affiliates, partners, associates, and employees, harmless from and against any loss, damage, injury or death arising from any act or omission of SBSRD (including without limitation, licensees, employees, agents, and invitees (collectively "Affiliates"), for the duration of the Trail Easement and/or Access Easement.

Owner shall promptly notify the SBSRD of all incidents and claims known to the Owner which may be the basis for a claim of indemnification against the SBSRD and provide the SBSRD with a reasonable opportunity to defend, negotiate, settle, or deny such claims, and litigate the defense of such claims. Owner agrees that it will not in any way interfere with the rights of the SBSRD to assert all legal defenses and defend the claims of third parties.

**8. Owner's Representations.**

Notwithstanding that the Trail Easement and Access Easement granted herein is without warranty, Owner represents that it is a possessor in interest of the Property, and that it has full legal authority to grant this Trail Easement and Access Easement to SBSRD free of liability for any lien or encumbrance previously placed thereon by Owner.

#### **9. Retained Rights.**

Except for the rights expressly conveyed to SBSRD hereunder, Owner reserves to itself, its personal representatives, heirs, successors and assigns all other rights arising out of ownership of the Property, including, without limitation, the right to engage in, or permit or invite others to engage in, all uses of the Property **not expressly prohibited herein and that are not inconsistent and do not interfere with the terms and conditions of this Easement Agreement**, including, again without limitation, the following enumerated rights:

**A.** A right-of-way on, over, under, and across the Trail Easement for purposes of ingress, egress, placement of underground utilities for the benefit of the Property and adjacent property that is or may hereafter be acquired by Owner, the location of any such right-of-way to be designated by Owner at a future date; and

**B.** To relocate (but not terminate), the Trail Easement as described herein, provided all of the following conditions are met: 1. SBSRD approves in writing the proposed new location, which approval shall not be unreasonably withheld, noting that integrity of trail (e.g. grade, line of site) and increased maintenance concerns, are examples of justification for disapproval; 2. The proposed new location of Trail Easement, as approved by SBSRD, is within the Easement Corridor; 3. Relocation work is completed by or at the direction of SBSRD; and 4. Owner agrees in writing to promptly reimburse SBSRD for all actual out of pocket costs associated with the relocation (SBSRD to provide a written estimate of costs to Owner prior to commencement of work). Upon any such relocation, SBSRD shall enjoy all rights conveyed herein with respect to the Trail Easement as relocated.

**C.** To landscape and install and maintain irrigation within the Easement Corridor, but not any portion of the Trail, subject to the right, but not the obligation of SBSRD to manage any such vegetation as provided for in **Section 4 Paragraph F** herein.

#### **10. Enforcement.**

The SBSRD and Owner shall have the right to enforce, through any permitted proceeding at law or in equity, including by specific performance, the terms, provisions, restrictions and requirements of this Easement Agreement. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Easement Agreement shall not result in or be construed to be an abandonment or termination of this Easement Agreement or any waiver of the right to insist upon such performance or compliance with the terms of this Easement Agreement in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of this Easement Agreement, the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees, (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

**11. Acceptance.**

By its signature set forth herein below, SBSRD hereby accepts the foregoing grant of the Trail Easement and Access Easement subject to the terms and conditions herein.

**12. Binding Effect.**

This Easement Agreement extends to and is binding upon the Parties and their respective heirs, personal representatives, successors and assigns.

**13. Law.**

This Easement Agreement shall be interpreted, construed, and enforced according to the laws of the State of Utah.

**14. Relationship Between the Parties.**

The easements and rights-of-way reserved above are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any similar relationship between Owner and SBSRD, or as applicable, owners association and SBSRD.

**15. Amendment.**

This Easement Agreement shall not be modified or amended except by a written instrument executed by the Parties hereto and recorded in the official records of Summit County.

**16. Entire Agreement.**

The Parties agree that this Trail Easement and Access Easement constitutes the entire understanding and agreement between the Parties with regard to the subject matter hereof, and supersedes any previous agreement, representation, or understanding between the Parties relating to the subject matter hereof.

**17. Severability.**

If any provision of this Easement Agreement shall be declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused their respective names to be hereunto affixed this

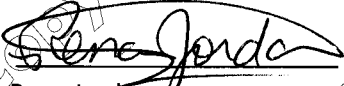
24<sup>th</sup> day of June, 2014 A.D.

Counterpart signatures appear on the following pages.

SBSRD

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

BY:

  
Rena Jordan

ITS: District Director

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

By:   
Rena, Jordan, District Director

STATE OF UTAH )

:SS

COUNTY OF SUMMIT )

On the 24th day of June, 2015, personally appeared before me, **RENA JORDAN**, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same as **District Director of Snyderville Basin Special Recreation District, Summit County, Utah.**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.



  
NOTARY PUBLIC



OWNER

Ranch Place Home Owners Association, Inc.

BY:

Print Name: Rusty Martz

ITS: Ranch Place Home Owners association President  
Title

STATE OF Utah )

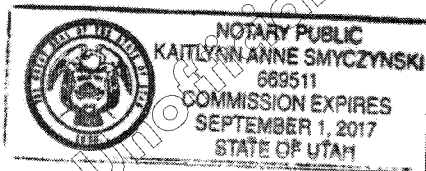
) : ss

COUNTY OF Summit )

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 19 day of June 2015 before me personally appeared Rusty Martz, the president of RanchPlace H.O.A Inc. who is known to me as the person and officer described in and who executed the foregoing instrument on behalf of said corporation, and who acknowledge that he/she held the position or title set forth in the instrument and certificate, that he/she signed the instrument of behalf of the corporation by proper authority, and that the instrument was the act of the corporation for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.

SEAL:



Kaitlyn Anne Smyczynski  
NOTARY PUBLIC

**EXHIBIT A**

**(Legal Description of Property)**

**LEGAL DESCRIPTION  
CENTERLINE OF 20FT WIDE TRAIL EASEMENT  
RANCH PLACE PHASE I & II  
June 4, 2015**

A trail easement across Tract A, B, D, G, H & J within Ranch Place Subdivision Phase I, recorded June 25, 1993 as Entry No. 381894 in the Summit County Recorder's Office and Tract B, C and the Cutter Lane Right-of-Way within Ranch Place Subdivision Phase II, recorded June 15, 1994 in the Summit County Recorder's Office. Said easement being 20 feet in width, 10 feet on either side of the following described centerline:

Beginning at a point on the north boundary of Ranch Place Subdivision Phase I, said point being South 89°42'32" East 318.76 feet from the northwest corner of Ranch Place Subdivision Phase I; and running thence South 40°00'32" East 244.75 feet; thence South 67°56'08" East 130.27 feet; thence South 89°21'37" East 49.85 feet to a point on a curve to the right having a radius of 72.08 feet, of which the radius point bears South 00°38'23" West; thence along the arc of said curve 25.19 feet through a central angle of 20°01'28"; thence South 69°20'08" East 19.71 feet to a point on a curve to the left having a radius of 39.06 feet, of which the radius point bears North 20°39'52" East; thence along the arc of said curve 18.40 feet through a central angle of 26°58'51"; thence North 83°41'01" East 82.81 feet to a point on a curve to the right having a radius of 54.72 feet, of which the radius point bears South 06°18'59" East; thence along the arc of said curve 32.16 feet through a central angle of 33°40'53"; thence South 62°38'06" East 77.05 feet to a point on a curve to the right having a radius of 103.47 feet, of which the radius point bears South 27°21'54" West; thence along the arc of said curve 50.07 feet through a central angle of 27°43'25"; thence South 34°54'40" East 33.73 feet to a point on a curve to the left having a radius of 109.02 feet, of which the radius point bears North 55°05'20" East; thence along the arc of said curve 36.90 feet through a central angle of 19°23'24"; thence South 54°18'05" East 86.50 feet to a point on a curve to the right having a radius of 47.25 feet, of which the radius point bears South 35°41'55" West; thence along the arc of said curve 40.43 feet through a central angle of 49°01'35"; thence South 05°16'29" East 110.05 feet to a point on a curve to the left having a radius of 33.59 feet, of which the radius point bears North 84°43'31" East; thence along the arc of said curve 30.49 feet through a central angle of 52°00'17"; thence South 57°16'46" East 23.66 feet to a point on a curve to the right having a radius of 29.22 feet, of which the radius point bears South 32°43'14" West; thence along the arc of said curve 28.06 feet through a central angle of 55°00'38"; thence South 02°16'09" East 46.59 feet to a point on a curve to the left having a radius of 34.68 feet, of which the radius point bears North 87°43'51" East; thence along the arc of said curve 35.83 feet through a central angle of 59°11'03"; thence South 61°27'11" East 55.51 feet to a point on a curve to the right having a radius of 37.75 feet, of which the radius point bears South 28°32'49" West; thence along the arc of said curve 11.88 feet through a central angle of 18°01'45"; thence South 43°25'27" East 11.62 feet to a point on a curve to the left having a radius of 28.84 feet, of which the radius point bears North 46°34'33" East; thence along the arc of said curve 20.25 feet through a central angle of 40°14'21"; thence South 83°39'47" East 17.02

feet to a point on a curve to the right having a radius of 44.94 feet, of which the radius point bears South 06°20'13" West; thence along the arc of said curve 31.13 feet through a central angle of 39°40'49"; thence South 43°58'59" East 56.71 feet to a point on a curve to the right having a radius of 32.09 feet, of which the radius point bears South 46°01'01" West; thence along the arc of said curve 10.94 feet through a central angle of 19°31'39"; thence South 24°27'20" East 22.48 feet to a point on a curve to the left having a radius of 41.23 feet, of which the radius point bears North 65°32'40" East; thence along the arc of said curve 31.18 feet through a central angle of 43°19'35"; thence South 67°46'55" East 46.91 feet to a point on a curve to the left having a radius of 77.15 feet, of which the radius point bears North 22°13'05" East; thence along the arc of said curve 35.49 feet through a central angle of 26°21'20"; thence North 85°51'45" East 181.79 feet to a point on a curve to the right having a radius of 182.64 feet, of which the radius point bears South 04°08'15" East; thence along the arc of said curve 65.33 feet through a central angle of 20°29'40"; thence South 73°38'36" East 109.57 feet to a point on a curve to the left having a radius of 74.74 feet, of which the radius point bears North 16°21'24" East; thence along the arc of said curve 20.08 feet through a central angle of 15°23'35"; thence South 89°02'11" East 112.59 feet to a point on a curve to the right having a radius of 120.03 feet, of which the radius point bears South 00°57'49" West; thence along the arc of said curve 81.55 feet through a central angle of 38°55'33" to a point common to the east boundary of Ranch Place Subdivision Phase I, and the west boundary of Ranch Place Subdivision Phase II; thence South 50°06'38" East 34.87 feet to a point on a curve to the right having a radius of 51.81 feet, of which the radius point bears South 39°53'22" West; thence along the arc of said curve 46.46 feet through a central angle of 51°22'54"; thence South 01°16'16" West 89.70 feet; thence South 02°55'03" East 30.98 feet; thence South 06°20'18" East 89.80 feet; thence South 01°01'25" East 31.24 feet to a point on a curve to the left having a radius of 109.35 feet, of which the radius point bears North 88°58'35" East; thence along the arc of said curve 28.15 feet through a central angle of 14°45'06"; thence South 15°46'30" East 53.80 feet to a point on a curve to the right having a radius of 71.64 feet, of which the radius point bears South 74°13'30" West; thence along the arc of said curve 23.85 feet through a central angle of 19°04'44"; thence South 03°18'13" West 35.73 feet to a point on a curve to the left having a radius of 256.49 feet, of which the radius point bears South 86°41'47" East; thence along the arc of said curve 57.12 feet through a central angle of 12°45'37"; thence South 09°27'24" East 69.68 feet to a point on a curve to the right having a radius of 198.90 feet, of which the radius point bears South 80°32'36" West; thence along the arc of said curve 26.73 feet through a central angle of 07°42'05"; thence South 01°45'20" East 163.63 feet; thence South 07°05'47" East 84.76 feet; thence South 02°16'24" West 72.08 feet to a point on a curve to the left having a radius of 60.05 feet, of which the radius point bears South 87°43'36" East; thence along the arc of said curve 23.12 feet through a central angle of 22°03'19"; thence South 19°46'55" East 55.94 feet to a point on a curve to the right having a radius of 77.59 feet, of which the radius point bears South 70°13'05" West; thence along the arc of said curve 67.24 feet through a central angle of 49°38'50"; thence South 29°51'55" West 46.56 feet to a point on a curve to the left having a radius of 43.64 feet, of which the radius point bears South 60°08'05" East; thence along the arc of said curve 57.03 feet through a central angle of 74°52'50"; thence South 45°00'55" East 35.22 feet to a point on a curve to the right having a radius of 57.02 feet, of which the radius point bears South 44°59'05" West; thence along the arc of said curve 41.90 feet through a central angle of 42°06'36"; thence South 02°54'19" East 66.14 feet; thence South 16°02'59" East 35.50 feet to a point on a curve to the right having a radius of 68.70 feet, of which the radius point bears South 73°57'01" West; thence along the arc of said

curve 39.16 feet through a central angle of 32°39'35"; thence South 16°44'14" West 156.78 feet to a point on a curve to the left having a radius of 69.37 feet, of which the radius point bears South 73°15'46" East; thence along the arc of said curve 30.56 feet through a central angle of 25°14'25"; thence South 08°30'11" East 30.59 feet to a point on a curve to the left having a radius of 43.08 feet, of which the radius point bears North 81°29'49" East; thence along the arc of said curve 35.53 feet through a central angle of 47°15'50"; thence South 55°46'01" East 63.07 feet to the south boundary of Ranch Place Subdivision Phase II and terminating. Said trail easement shall extend or terminate at the north boundary of Ranch Place Subdivision Phase I and the south boundary of Ranch Place Subdivision Phase II.

Description contains 76,948 sq.ft. (1.77 acres)

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**(Site Map With Delineation of Easement Corridor Alignment)**

