

01107796 B: 2500 P: 1636

Page 1 of 8

Rhonda Francis Summit County Recorder

03/20/2019 11:00:28 AM Fee \$26.00

By Coalition Title Agency, Inc.

Electronically Recorded

WHEN RECORDED, MAIL TO:

Patrick J. Sweeney

P.O. Box 2429

Park City, UT 84060

SECONDARY ACCESS EASEMENT AGREEMENT [LOT 8]

THIS SECONDARY ACCESS EASEMENT AGREEMENT (this "Agreement") is entered into as of the 19th day of March, 2019, among PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation ("Grantor"), and PATRICK J. SWEENEY ("Grantee").

Recitals

A. Grantor owns those two certain parcels of real property located in Summit County, Utah more particularly described in Exhibit A, attached hereto and made a part hereof ("Grantor's Property").

B. Grantee owns that certain parcel of real property located in Summit County, Utah more particularly described in Exhibit B, attached hereto and made a part hereof ("Grantee's Property" or "Lot 8").

C. Grantor and Grantee desire to create an easement for secondary vehicular access purposes upon Grantor's Property for the benefit of Grantee's Property in accordance with and subject to the terms and conditions hereof.

Agreement

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Grant of Secondary Access Easement. Subject to all of the terms and conditions hereof and to existing easements and restrictions of record, Grantor, as owner of Grantor's Property, hereby grants to Grantee, as the owner and for the benefit of Grantee's Property, a perpetual, non-exclusive easement upon and across the vehicular trails and ski trails (collectively, "Trails") located on Grantor's Property (the "Easement"), as the same may exist from time to time. Currently, such Trails are located as generally shown on Exhibit C, attached hereto and made a part hereof. The Easement is granted for the purpose of providing secondary vehicular and equipment access to (a) the home, guest house, and appurtenant structures currently built or to be built hereafter, located or to be located on Grantee's Property (collectively, "Home") and (b) utilities serving the Home (such access, "Secondary Access") for the purpose of construction, reconstruction, and/or maintenance of the Home and utilities serving the Home, including electric, sewer, telecom, water and a water pump station ("Utilities"). Such Utilities are located (i) near to or on the Quit'n Time Ski Run, which run is located on what is commonly known as the City Open Space Parcel, more specifically identified as Lot 5, Treasure Hill Subdivision, Phase 1, Tax I.D. No. THILL-5-X, and (ii) on Lot 8, excepting buried electrical

service which crosses the upper most westerly portion of Grantor's Property; provided, however, that such Secondary Access is conditioned upon there being a need for such access because (aa) vehicles and equipment are too large or cumbersome to use the normal, primary means of access to Grantee's Property, or because (bb) access is needed specifically for the purpose of construction, reconstruction, and/or maintenance of the Utilities.

2. Limitations. Grantee acknowledges that access may not be available from time to time due to construction and/or maintenance activities on Grantor's Property.

3. Grantee's Use. Grantee shall not allow any smoking or other fire on the Easement in connection with Grantee's use, and shall exercise due regard for, and shall avoid unnecessary interference with and disturbance of, Grantor's use of Grantor's Property and any residence or other building that may be located thereon.

4. Grantor's Use. Grantor shall not construct improvements, plant trees or shrubs or otherwise modify the Easement in a manner which would prevent Grantee's use of the Easement for secondary vehicular access purposes. Grantor shall otherwise be free to landscape and use the Easement for all lawful purposes. Grantor may install fences with gates across the Easement to control access to Grantor's property, provided that Grantor provides to Grantee a key or combination to any lock placed on the gates or allows Grantee to place its own lock on any such gates.

5. Reclamation and Restoration by Grantee. Grantee shall not have any right to grade, improve or change the surface contours of the Easement, and Grantee shall promptly repair and restore any damage caused by Grantee's use of the Easement.

6. Relocation of Easement. Grantor reserves the right to amend this Agreement to relocate the Easement to another location on Grantor's Property by recording and delivering to Grantee a notice of relocation setting forth the new legal description of the Easement; provided that the new location provides reasonable secondary vehicular access to Grantee's Property.

7. Grantee's Indemnity. Grantee shall use the Easement and exercise all of Grantee's rights hereunder at Grantee's sole risk and expense. Grantee shall indemnify, defend and hold Grantor harmless from and against all claims and liabilities, including reasonable attorneys' fees, arising out of or related to Grantee's use of the Easement.

8. Covenants Running with the Land. The parties hereby declare the rights, benefits and obligations contained herein to be covenants running with, benefiting and burdening Grantor's Property and Grantee's Property. Upon the conveyance by either party or by any successor of either party of all of such party's interest in Grantor's Property or Grantee's Property, as applicable, the rights and obligations of the conveying party shall automatically pass to and bind the new owner, and the conveying party shall not be liable for any obligations accruing hereunder after the effective date of the conveyance.

9. Miscellaneous Provisions.

(a) This Agreement embodies the entire understanding among the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) This Agreement shall be recorded in the office of the Summit County Recorder, Summit County, Utah.

(c) This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

(d) Each individual executing this Agreement in a representative capacity represents and warrants to the other parties that he has been duly authorized to execute and deliver this Agreement in the capacity and for the entity set forth above his signature.

(e) The exhibit(s) attached to this Agreement are expressly made a part of this Agreement as fully as though completely set forth in it. All references to this Agreement shall be deemed to refer to and include all such exhibits.

(f) This Agreement shall be deemed effective as of the date hereof and upon the execution of this Agreement by all of the parties hereto.

(g) Time is of the essence in the performance by the parties hereto of the terms, covenants and conditions under this Agreement.

(h) Each party hereto agrees that should it default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other law of the State of Utah, whether such remedy is pursued by filing a suit or otherwise and whether such costs and expenses are incurred with or without suit or before or after judgment. A waiver by any party of a breach of any term or condition of this Agreement shall not constitute a waiver of any further breach of a term or condition.

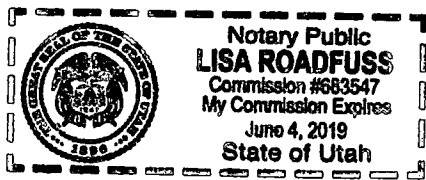
(i) The parties hereto agree to execute any and all other documents and to take any further actions reasonably necessary to effectuate the purposes of this Agreement.

GRANTOR: PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation

By: 
ANDY BEERMAN
Its: Mayor

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me on the 19 day of March, 2019, by ANDY BEERMAN, as the Mayor of Park City Municipal Corporation, a Utah municipal corporation.

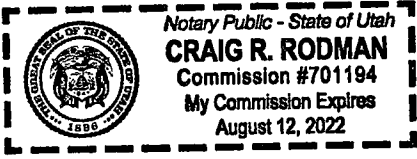


Lisa Roadfuss
Notary Public
Residing at PO BOX 1480
Park City, UT 84060

GRANTEE:
Patrick J. Sweeney
Patrick J. Sweeney

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me on the 19 day of March, 2019, by Patrick J. Sweeney.



[Signature]
Notary Public
Residing at Park City, UT

EXHIBIT A

Grantor's Property

A boundary consisting of two (2) parcels of land located in Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said boundary being more particularly described as follows:

Parcel 1:

Beginning at the center of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being South 16°50'13" East, 74.98 feet, more or less from a Park City Monument at the intersection of Lowell Avenue and Shepard Street as shown on the Silver Hill ALTA Property Survey recorded December 29, 1994, as Survey No. S-1870 on file and of record in the office of the County Recorder, Summit County, Utah, thence South 35°16'39" East, 42.58 feet to the point of curvature of a curve to the left, of which the radius point bears North 54°04'32" East, a radial distance of 125.00 feet; thence easterly along the arc of said curve a distance of 275.37 feet, through a central angle of 126°13'13" to a point on the quarter section line of said Section 16; thence along said quarter section line North 89°56'24" East, 141.17 feet; thence South 27°00'12" East, 15.89 feet; thence South 42°57'14" East, 3.40 feet; thence South 55°53'00" West, 93.90 feet; thence South 57°40'08" East, 109.20 feet; thence North 60°08'27" East, 11.21 feet; thence South 38°06'27" East, 39.16 feet; thence South 57°40'08" East, 94.35 feet; thence North 33°32'19" East, 86.59 feet; thence North 23°38'00" West, 40.92 feet; thence South 66°22'00" West, 10.00 feet; thence North 20°02'58" East, 14.48 feet; thence South 69°44'50" East, 41.63 feet; thence South 70°15'52" East, 48.98 feet; thence South 66°22'00" West, 18.75 feet; thence South 32°43'26" West, 24.33 feet; thence South 14°07'38" West, 27.12 feet; thence South 23°38'00" East, 17.00 feet; thence South 45°11'38" East, 54.42 feet; thence South 23°38'00" East, 404.45 feet; thence North 66°52'00" East, 75.00 feet to the Northwest corner of Lot 14, Block 28 of the Park City Survey Amended Plat; thence South 23°38'00" East, 103.87 feet; to a point on the North boundary of the Treasure Hill Subdivision Phase 2 according to the official plat thereof recorded on August 20, 2003, as Entry No. 669916 in the office of the recorder, Summit County, Utah, thence along said boundary the following two (2) courses: 1) South 66°22'00" West, 224.99 feet; thence 2) South 23°38'00" East, 395.57 feet to the North boundary of the Treasure Hill Subdivision Phase 1 according to the official plat thereof recorded on April 15, 1996 as Entry No. 452295 in the office of the recorder, Summit County, Utah; thence along said boundary the following four (4) courses: 1) South 52°00'00" West, 223.20 feet; thence 2) South 84°00'00" West, 112.53 feet; thence 3) South 79°00'00" West, 825.00 feet; thence 4) South 33°32'19" West, 600.01 feet; thence North 47°25'46" West, 856.74 feet; thence North 08°56'27" East, 845.30 feet; thence North 02°31'24" West, 503.18 feet more or less to a point on the quarter section line of Section 16; thence along said section line North 89°56'30" East, 1,081.16 feet more or less to the point of beginning.

Containing 62.110 acres, more or less.

(Tax Serial Nos. PC-321, PC-325-B, ~~PC-338-A~~, PC-351, Part of PC-364-A, PC-800-1 and PC-800-1-A)

Parcel 2:

Beginning at a point that is North $89^{\circ}56'24''$ East, 61.20 feet from the center of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being South $49^{\circ}08'54''$ East, 109.62 feet, more or less from a Park City Monument at the intersection of Lowell Avenue and Shepard Street as shown on the Silver Hill ALTA Property Survey recorded December 29, 1994, as Survey No. S-1870 on file and of record in the office of the County Recorder, Summit County, Utah; thence North $89^{\circ}56'24''$ East, 129.05 feet to a point on a non tangent curve to the right, of which the radius point lies North $59^{\circ}13'03''$ West, a radial distance of 75.00 feet; thence westerly along the arc of said curve a distance of 148.30 feet, through a central angle of $113^{\circ}17'34''$; thence North $35^{\circ}16'39''$ West, 6.72 feet to the POINT OF BEGINNING.

Containing 0.076 acres, more or less.

(Part of Tax Serial No. PC-364-A)

The basis of bearing for the above described parcels is South $23^{\circ}38'00''$ East between the Park City Monuments located at the intersection of Park Avenue and Fourth Street and the intersection of Park Avenue and Sixth Street as shown on the Park City Monument Control Map prepared by Bush & Gudgell Inc. dated June, 1981.

EXHIBIT B

Grantee's Property

Lot 8, Treasure Hill Subdivision Phase 3, according to the official plat thereof recorded in the office of the Summit County Recorder.

(Serial No. THILL-3-8-1AM)

EXHIBIT C

