

Recording Requested By:

Blain H. Johnson
JOHNSON LW FIRM
2036 Lincoln Ave., Ste. 102B
Ogden, Utah 84401

Parcel Nos.: 17-091-0009, 17-091-0020, 17-091-0021, 17-091-0022, 17-091-0023, 17-091-0024, 17-091-0025, 17-091-0026, 17-091-0027, 17-091-0028, 17-091-0029, 17-091-0030, 17-091-0031, 17-091-0032, 17-091-0033, 17-091-0034, 17-091-0035, 17-091-0036, 17-091-0040, 17-091-0053, , 17-091-0054, 17-091-0055, 17-091-0056, 17-091-0057, 17-091-0058, 17-091-0059, 17-091-0060, 17-091-0061, 17-092-0014

AGREEMENT FOR AN EASEMENT FOR A RIGHT-OF-WAY

This Agreement for an Easement for a Right-of-Way ("Agreement") is entered by and between Weber County, a political subdivision of the State of Utah ("Grantor") and the landowners described on Exhibit A here to (each, a "Grantee," and collectively, the "Grantees"), for the granting of an easement for a right-of-way, the scope of each is described by the following terms, conditions, and limitations:

RECITALS:

A. Grantor is the owner of certain real property located in Weber County, Utah, and more particularly described on Exhibit B hereto (the "County Property").

B. Grantees are the owners of those certain parcels of real property located in Weber County, Utah, associated with each Grantee's name on Exhibit A and each is more particularly described in Exhibit C hereto (each a "Landowner Parcel," and collectively, the "Landowner Parcels").

C. Grantor recognizes and acknowledges easements existing for each of the Landowner Parcels as the dominant parcels for a right-of-way burdening the Grantor's real property as the servient parcel as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Grantor and Grantees agree as follows:

1. **Grant of Easement For Right-of-Way.** Grantor grants and conveys to each of the Landowners' parcels, including their successors and assigns of such land, a perpetual easement for a right-of-way. The Easement exists for the purposes of vehicular ingress, egress and access the Landowner Parcels generally along the routes depicted in white on the arial map (satellite image) marked Exhibit D, and by this reference incorporated herein, including, without limitation, access through North Fork Park and upon North Fork Park Road (collectively, the "Easements"). Landowners shall have the unrestricted right to the Easements on a year-round basis. Any property or property interest within the above-described Easements acquired by an owner after the date of this Agreement shall be and is as fully subject to the Easements as if such property or property interest were now owned by the owner and specifically described and conveyed in this Agreement.

Any property or property interest within the above-described Landowner Parcels acquired by an owner of a Landowner Parcel after the date of this Agreement shall be and is as fully granted and conveyed to said Landowner, as if such property or property interest were now owned by the landowner and specifically described and conveyed in this Agreement.

In connection with the Landowners' use of the Easements, the Parties shall maintain a mutual locking system the gates installed on Grantor's Property at (a) the North Fork Road Entrance and (b) the Cutler Flat Red Gate (both as depicted on Exhibit D in such a way as to allow all parties to this Agreement to access the Easement through the gates without having to affect the lock owned by the other Party. This is to be accomplished by the use of chain separating the County lock and the Landowners' lock so as to minimize an inadvertent locking of one of the locks in a way as to restrict the other Party's access. In the event an authorized user locks a gate in such a way as to deny access to either Party, the Party whose user locked the gate in error shall use reasonable efforts to restore access to the other Party within one (1) hour of being notified of the denial of access.

2. **Maintenance.** Grantor agrees to maintain the Easements at Grantor's cost and expense as a passable thoroughfare by performing regular maintenance on the Easements in a manner necessary to allow reasonable passage by motor vehicles, including, without limitation, repairing ruts and other damage caused by runoff, weather conditions and use. In the event Grantor fails to reasonably maintain the Easements, Grantor acknowledges Grantees' easement right include their right to maintain the Easements in such a way as to allow vehicular traffic to access the Landowners' Parcels. In the event Grantor is unable or unwilling to make the necessary repairs after receiving notice from Grantees of the need for repairs and Grantees are required to conduct such maintenance, Grantor shall reimburse and indemnify the Landowners their reasonable and necessary costs and expenses incurred in repairing and maintaining the Easements for the purposes stated herein. Grantor and Grantees agree that Grantor's responsibility to maintain the Easements does not include snow removal.

3. **Amendment.** Grantor and Grantees agree that no amendment of this Agreement will be effective, unless in writing and executed by both Parties.

4. **Miscellaneous.**

a. Grantor agrees that Grantees shall have all privileges necessary or convenient for the full use and enjoyment of the rights granted herein, including, without limitation, the right to take any action necessary for compliance with federal, state or local laws, rules and regulations.

b. Grantee shall not be responsible for injury to persons or damage to property from any cause outside their control, including, without limitation, use by guests and invitees of Grantor to the Easement.

c. Grantor grants each Grantee an individual easement as described herein, to HAVE AND HOLD as individual Landowners against the Grantor, which rights shall run with the land to all successors and assigns, in perpetuity.

d. The easements described herein are hereby incorporated into, and to be recorded as real property interests of the landowners inseparable from, and fully incorporated into the Landowners' parcels themselves.

e. Grantor and Grantees agree that the Easements will run with the land and will be binding upon all parties having or acquiring any right, title or interest in both the Grantor Property and Landowner Parcels. Any instrument of transfer, conveyance, or encumbrance of the Grantor Property and/or a Landowner Parcel, or any part of thereof, must set forth the terms of this Agreement or include specific reference to the same.

The remainder of this page is intentionally left blank. Signatures and acknowledgements appear on the following pages.

Executed this ____ day of March, 2024.

WEBER COUNTY:

**BOARD OF COUNTY
COMMISSIONERS
OF WEBER COUNTY**

By: _____
~~Gage Froerer, Chair~~
Jim Harvey

ATTEST

Ricky Hatch, CPA
Weber County Clerk/Auditor

LANDOWNERS:

Justin R. Eccles, Trustee of the Justin R.
Eccles Revocable Trust, dated December 14,
1999

Royal Smith Eccles, Successor Trustee of
the Shauna S. Eccles Revocable Trust, dated
December 14, 1999

Charles A. Warner

Theron C. Warner

Rebecca Nugent

Tammy Clara Oberg

Richard Jason Oberg

Corie C. Oberg

H&M Davidson, LLC

By: _____
Timothy Goldhardt, Member

S. Jonathan Smith

Bret Lolan Barney

Marsha Hymas Barney

Timothy Wright Smith

Joseph W. Smith

Mary Ann Smith

Richard D. Anderson, II

Gary Wayne Dumont