

WHEN RECORDED, RETURN TO:

CW The Ridge, LLC
1222 West Legacy Crossing Blvd. STE 6
Centerville, UT 84014

Affecting Parcel No(s): 01-468-0011; 01-389-1323

CTA 116400-CAF

DECLARATION AND GRANT
OF
PERPETUAL SLOPE EASEMENT

THIS DECLARATION AND GRANT OF PERPETUAL SLOPE EASEMENT (the "**Declaration**") is made and entered into as of the date first written below by and between JOSEPH M. COOK and ANGELIQUE C. COOK, each individuals residing in the state of Utah (collectively, the "**Grantor**"), and CW THE RIDGE, LLC, a Utah limited liability company ("**Grantee**").

WHEREAS, Grantor owns certain real property located in North Salt Lake City (the "**City**"), Davis County, State of Utah, as more particularly identified and described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Grantor Property**");

WHEREAS, a portion of the Grantor Property (the "**Easement Area**") will be used by Grantee for Grantee's development as set forth below, which Easement Area is more particularly identified and described in **Exhibit "B"** attached hereto and incorporated herein by this reference;

WHEREAS, Grantee owns certain real property located in North Salt Lake City, Davis County, State of Utah, as more particularly identified and described in **Exhibit "C"** attached hereto and incorporated herein by reference (the "**Grantee Property**"), which Grantee Property will be developed into a residential community;

WHEREAS, in connection with Grantee's development of the Grantee Property, Grantee is required to construct that certain road illustrated in **Exhibit "D"** attached hereto and incorporated herein by reference (the "**Road**"), and in order to properly construct the Road, fill material must be placed and compacted in the Easement Area to support the Road; and

WHEREAS, Grantor agrees to grant the Easement (as defined below) to Grantee in the Easement Area as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee, and its contractors, agents, employees, successors, assigns, and other related parties, a non-exclusive, perpetual easement and right of way (the "**Easement**") upon, over and across the Easement Property to utilize solely for the uses described herein. The Easement shall be for sole purpose of the placement, improvement, construction, compaction, maintenance, and repair of fill and other related materials to properly support the Road, and any ancillary or related purposes thereto. The Easement rights shall include, without limitation, vehicular and non-vehicular access at all times for the purposes described herein.

2. Shared, Nonexclusive Use. Exclusive use of the Easement Area is not hereby granted by any party; provided, however, Grantor shall not use, or grant any use of, the Easement Area that is inconsistent with Grantee's rights under Section 1, and to the extent Grantor, directly or indirectly, alters, damages, or destroys Grantee's improvements in and on the Easement Area or the Road by inappropriate use of the Easement Area, Grantor shall promptly restore the Easement Area back to its condition that properly supports the Road. Nothing herein shall be construed to prevent Grantor from landscaping, irrigating, fencing, placing landscape rocks, paving or constructing a driveway on the Easement so long as they are not inconsistent with the purposes of this Declaration.

3. Amendment and Termination. This Declaration may not be amended or modified except with the consent of Grantor and Grantee, and, then, only by written instrument duly executed and acknowledged and recorded in the office of the County Recorder of Davis County, Utah.

4. Default. No person shall be deemed to be in default of any provision of this Declaration except upon the expiration of twenty (20) days from receipt of written notice specifying the particulars in which such person has failed to perform the obligations of this Declaration, unless such person, prior to the expiration of said twenty (20) days, has rectified the particulars specified in said notice. Failure to cure any such default shall entitle the nonbreaching party to any remedies at law or equity including, without limitation, specific performance, reasonable expenses, attorney fees and costs.

5. Waiver. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

6. No Joint Venture; Merger. The provisions of this Declaration 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 the parties. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

7. Choice of Law; Recordation. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah. This Declaration shall be recorded in the records of the County Recorder of Davis County, Utah.

8. Successors and Assigns; Run with the Land. All of the provisions in this Declaration, including the benefits and burdens, shall be and are binding upon and inure to the benefit of the successors and assigns of the parties hereto. All obligations of each party under this Declaration, if more than one person or entity is the successor or assign of such party, shall be jointly and severally binding on each such person or entity. The covenants agreed to and the restrictions imposed herein shall continue as a servitude running in perpetuity with the Easement Area and shall survive any death or termination of any party's existence. The easements, agreements, duties, responsibilities and covenants herein contained shall be easements and covenants running with the land. Each party shall have the right, without prior written consent, to assign, transfer or otherwise convey the rights, duties and obligations hereunder to any other person or entity. Grantor acknowledges that upon completion of construction of the Road, Grantee anticipates dedicating the Road to the City for public use, and in connection therewith, Grantee intends to assign all of its rights, duties, and obligations hereunder to the City as well. Such dedication and assignment to the City is expressly approved and shall not require further consent from Grantor.

9. No Third Party Beneficiaries. Nothing in this Declaration is intended to create an enforceable right, claim or cause of action by any third party against any party to this Declaration.

10. Authority of Signatory. Each person executing this Declaration certifies that he or she is duly authorized to execute this Declaration on behalf of the party for which he or she is signing, and that the person has the authority to bind said party to the terms of this Declaration.

11. Independent Provisions. If any provision herein is held invalid or unenforceable, such a finding shall not affect the validity of the remainder of the Declaration, the parties hereto hereby stipulate that all provisions are deemed severable and independent.

12. Counterparts. This Declaration and any originals of exhibits referred to herein may be executed in any number of duplicate originals or counterparts, each of which (when the original signatures are affixed together with the applicable acknowledgment) shall be an original but all of which shall constitute one and the same instrument.

13. Miscellaneous. The paragraph and other headings contained in this Declaration are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any of the provisions of this Declaration. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof. Further, the masculine gender shall include the female gender and

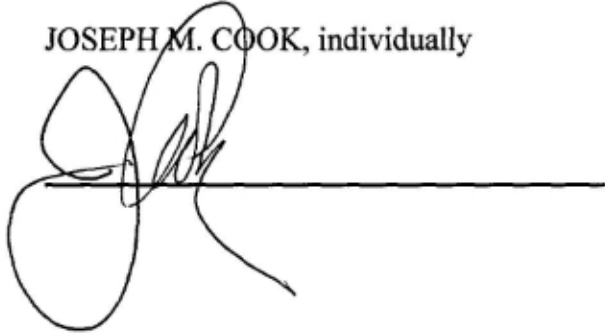
neuter, and vice versa. The recital paragraphs set forth above are expressly incorporated in this Declaration by this reference. This Declaration represents the wording selected by the parties to define their agreement and no rule of strict construction shall apply against either party. Each party represents that it has had or has been advised to have the representation of its legal counsel in connection with the preparation of this Declaration. The words "hereof," "hereto," "herein" and "hereunder" and words of similar import, when used in this Declaration, shall refer to this Declaration as a whole and not to any particular provision of this Declaration. References herein to Paragraphs and Exhibits shall be construed as references to Paragraphs and Exhibits of this Declaration unless the context otherwise requires. Any terms defined in this Declaration in the singular shall have a comparable meaning when used in the plural, and vice versa.

[SIGNATURE PAGE FOLLOWS]

NOW THEREFORE, the Grantor has executed this Declaration as of the 16 day of August, 2019.

GRANTOR

JOSEPH M. COOK, individually



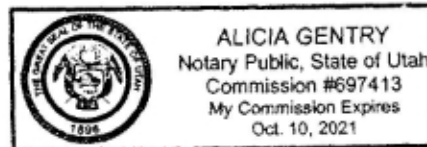
STATE OF UTAH)
)
COUNT OF DAVIS)

On this 19 day of August 2019, before me, Alicia Gentry a
(notary public name)

notary public, personally appeared Joseph M Cook, proved on the basis of
(name of document signer)

satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and

acknowledged that he/she/they executed the same.



Alicia Gentry
(notary signature)

(seal)

NOW THEREFORE, the Grantor has executed this Declaration as of the 16 day of August, 2019.

GRANTOR

ANGELIQUE C. COOK, individually

Angie Cook

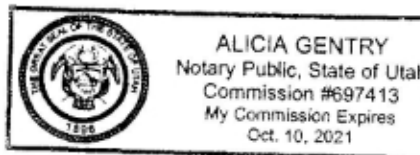
STATE OF UTAH)
)
COUNT OF DAVIS)

On this 19 day of August 2019, before me, *Alicia Gentry* a
(notary public name)

notary public, personally appeared *Angelique C Cook*, proved on the basis of
(name of document signer)

satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and

acknowledged that he/she/they executed the same.



Alicia Gentry
(notary signature)

(seal)

NOW THEREFORE, the Grantee has executed this Declaration as of the 16 day of August, 2019.

GRANTEE

CW THE RIDGE, LLC,
a Utah limited liability company

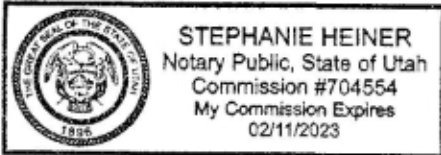
Colin H. Wright
By: Colin H. Wright
Title: Manager

STATE OF UTAH)
COUNT OF Davis)

On this 16th day of August 2019, before me, Stephanie Heiner a
(notary public name)
notary public, personally appeared Colin H. Wright, proved on the basis of
(name of document signer)

satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and
acknowledged that he/she/they executed the same.

Heiner
(notary signature)



(seal)

EXHIBIT "A"

GRANTOR PROPERTY

**LOT 1323R, EAGLEPOINT ESTATES PHASE 13, according to the Official Plat on file in
the Office of the Davis County Recorder, State of Utah.**

**PARCEL #1, EDGEWOOD ESTATES PHASE 2, PLAT J, according to the Official Plat on file in
the Office of the Davis County Recorder, State of Utah.**

EXHIBIT "B"

EASEMENT AREA

**LEGAL DESCRIPTIONS
PREPARED FOR
THE RIDGE SUBDIVISION
NORTH SALT LAKE CITY, UTAH
AUGUST 20, 2019
18-410**

**LOT 1323R, EAGLEPOINT ESTATES PHASE 13
GRADING EASEMENT**

A portion of the SW1/4 of Section 12, Township 1 North, Range 1 West, Salt Lake Base & Meridian, North Salt Lake City, Utah, more particularly described as follows:

Beginning at point on the northwesterly line of Lot 1323R, EAGLEPOINT ESTATES PHASE 13 Subdivision, according to the Official Plat thereof on file in the Office of the Davis County Recorder as Entry No. 2272417 in Book 4287 at Page 1113, located S89°51'14"E along the Section line 1,034.69 feet and North 95.86 feet from the Southwest corner of Section 12, T1N, R1W, SLB&M; running thence S40°49'51"E 26.63 feet; thence S15°30'39"E 70.64 feet more or less to a southwesterly line of said Lot 1323R; thence along said Lot 1323R the following four (4) courses: (1) N63°15'21"W 34.37 feet; thence (2) N51°57'52"W 64.42 feet; thence (3) N29°37'39"E 16.30 feet; thence (4) N63°00'00"E 41.61 feet to the point of beginning.

Contains: 3,396 square feet+/-

**PARCEL #1, EDGEWOOD ESTATES PHASE 2, PLAT J
GRADING EASEMENT**

A portion of the SW1/4 of Section 12, Township 1 North, Range 1 West, Salt Lake Base & Meridian, North Salt Lake City, Utah, more particularly described as follows:

Beginning at a point on the southwesterly line of Parcel #1, EDGEWOOD ESTATES PHASE 2, PLAT J Subdivision, according to the Official Plat thereof on file in the Office of the Davis County Recorder as Entry No. 2787793 in Book 5944 at Page 852, located S89°51'14"E 961.95 feet along the Section line and North 121.08 feet from the Southwest corner of Section 12, T1N, R1W, SLB&M; thence N89°37'19"E 24.96 feet; thence S80°25'02"E 29.82 feet; thence S41°31'12"E 26.57 feet more or less to a southeasterly line said Parcel #1; thence along said Parcel #1 the following four (4) courses: (1) S62°57'50"W 40.72 feet; thence (2) S29°38'20"W 16.30 feet; thence (3) N51°58'53"W 3.45 feet; thence (4) N24°17'11"W 60.61 feet to the point of beginning.

Contains: 2,152 square feet+/-

EXHIBIT "C"

GRANTEE PROPERTY

LEGAL DESCRIPTION

PARCEL 1:

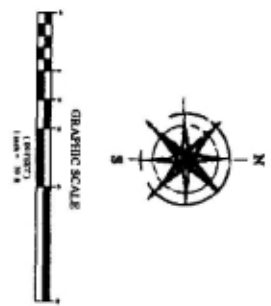
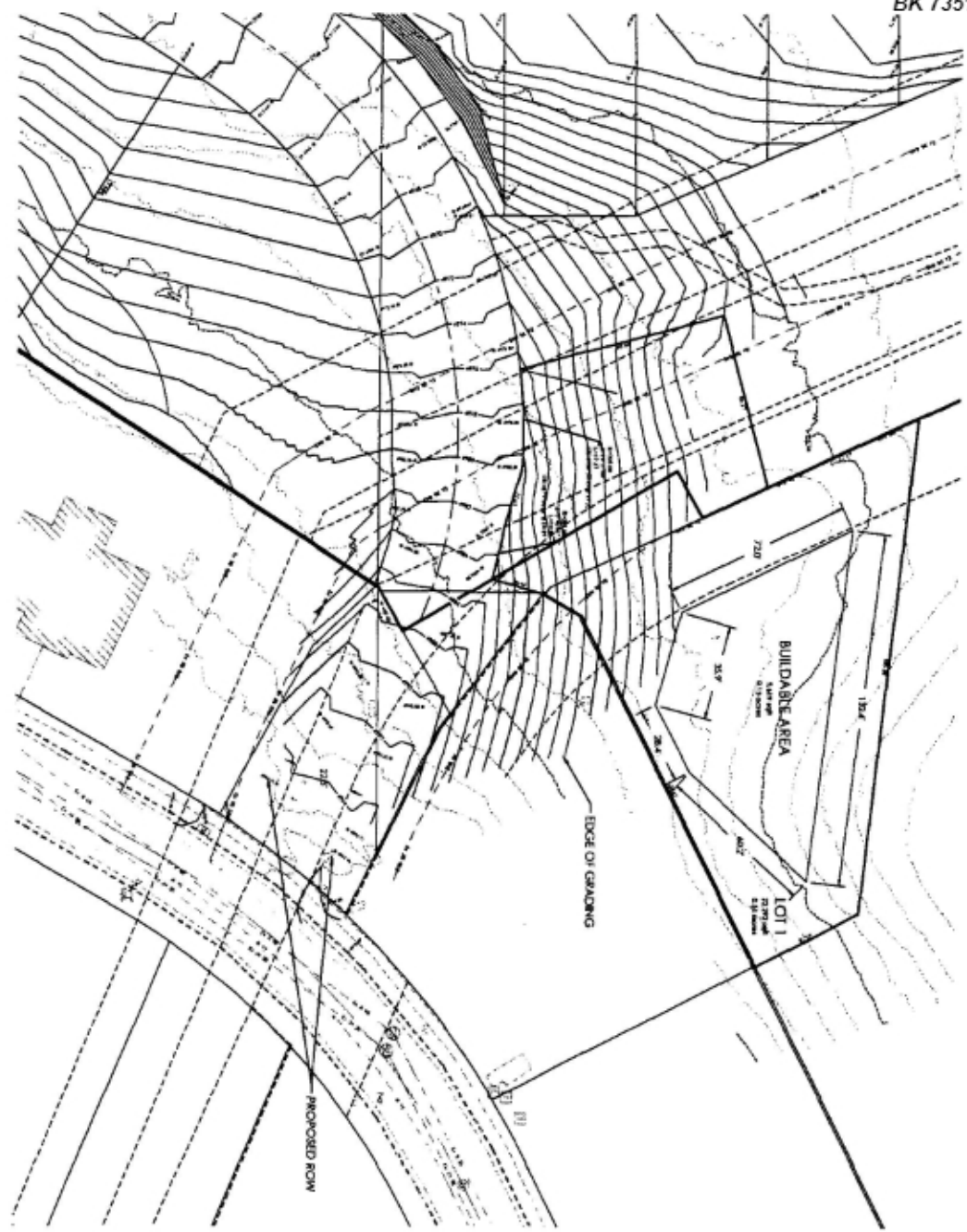
Beginning at a point North 89°51'14" West 1650.00 feet along the section line from the South quarter corner of Section 12, Township 1 North, Range 1 West, Salt Lake Meridian and running thence North 60°00' East 19.15 feet; thence North 30°00' West 29.29 feet; thence South 36.49 feet to the point of beginning.

PARCEL 2:

Beginning at the Southwest corner of Section 12, Township 1 North, Range 1 West, Salt Lake Meridian; thence North 40 chains; thence South 13°37'42" East 611.80 feet; thence South 18°27'34" East 487.09 feet; thence South 27°30'32" East 192.53 feet; thence South 23°41'59" East 541.95 feet; thence South 24°17'31" East 881.42 feet; thence South 60°27'42" West 20.18 feet; thence South 30°00' East 90.46 feet; thence South 36.49 feet; thence West 15 chains to the beginning.

PARCEL 3:

Beginning at the Northwest corner of Section 13, Township 1 North, Range 1 West, Salt Lake Meridian and running thence along the section line South 89°51'14" East 986.33 feet; thence South 32°39'34" West 609.25 feet; thence South 800.00 feet; thence South 89°46'32" West 657.56 feet along the South line of the North half of the Northwest quarter of said Section 13; thence North 1,318.01 feet along the section line to the point of beginning.



ATTACHMENT	DESCRIPTION
1	PLAN
2	SECTION
3	GENERAL NOTES
4	PROPOSED ROW
5	EDGE OF GRADING
6	BUILDABLE AREA
7	LOT 1

THE RIDGE SUBDIVISION
NORTH SALT LAKE, DAVIS COUNTY, UTAH
PARKVIEW DRIVE TIE-IN EXHIBIT

FOCUS
ENGINEERING AND SURVEYING, LLC
1040 S HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH (801) 551-0071
WWW.FOCUS-ES.COM