

Ent 129587 Bk 306 Pg 1555
Date: 10-JUN-2013 3:24:55PM
Fee: \$42.00 Check
Filed By: LRH
BRENDA NELSON, Recorder
MORGAN COUNTY
For: MOUNTAIN VIEW TITLE & ESCROW IN
C

WHEN RECORDED, MAIL TO:

Michael Johanson
Cottonwood Mutual Water Company
4000 West Old Highway Road
Morgan, Utah 84050

**GRADE SCHOOL WATER STORAGE TANK SITE EASEMENT, OVERFLOW AND
03_005_108 PIPELINE EASEMENT,
00_0002-7340 ACCESS AND CONSTRUCTION EASEMENT
AND
RIGHT TO ACQUIRE FEE TITLE**

WILKINSON FAMILY FARM, L.L.C., a Utah limited liability company ("WFF"), and WAYNE WILKINSON, MAX WILKINSON, ANN TAYLOR, REX WILKINSON, MARK WILKINSON, and KATHY COLLINS, each an individual resident in the State of Utah (the "Family Members," who are executing this Easement both as members of WFF, and in their individual capacities) (the Family Members and WFF being collectively referred to herein as "Grantors"), do hereby grant, convey and warrant against all claiming by, through or under Grantors, to COTTONWOOD MUTUAL WATER COMPANY, a Utah non-profit corporation of 4000 West Old Highway Road, Morgan, Utah 84050 ("Grantee"), for Ten Dollars (\$10.00) and other good and valuable consideration, an exclusive, perpetual easement (the "Tank Easement") on, over, under, across and through a certain tract of real property owned by Grantors and situated in Morgan County, Utah ("Grantors' Property"). The portion of Grantors' Property that is hereby encumbered by the Tank Easement is described on Exhibit A attached hereto and incorporated herein by this reference (the "Tank Easement Parcel"). Such Tank Easement is granted to, and may be used by and for the benefit of, Grantee and its successors and assigns, for and in connection with the construction, installation, use, operation, maintenance, repair, removal, replacement, improvement and inspection of two or more water storage facilities, and functionally related and appurtenant pipelines, valves, valve structures, vent structures, control structures, SCADA equipment, fencing and other related facilities and improvements, whether above or below the surface (collectively, the "Facilities"), which Facilities include but shall not be limited to (i) an existing 250,000 gallon water storage tank, and (ii) an existing 500,000 gallon water storage tank.

PROVIDED THAT, at such time in the future as Grantors, or Grantors' successor(s), effect a subdivision of Grantors' Property, Grantors, or Grantors' successor(s), shall convey fee simple title to the Tank Easement Parcel to Grantee, at no cost to Grantee, which commitment of Grantors shall be deemed a covenant that runs with the land; and provided that upon such conveyance, the Tank Easement shall terminate and merge with the fee title.

TOGETHER WITH a perpetual and exclusive easement on, under, over, across and through Grantors' Property (the "Overflow and Pipeline Easement"), for use in connection with the construction, installation, use, operation, maintenance, repair, removal, replacement, improvement and inspection of (i) an overflow pond and overflow ditch, and (ii) one or more pipelines, valves, valve structures, vent structures, control structures, SCADA equipment, fencing and other related facilities

and improvements, whether above or below the surface, that connect the Facilities situated on the Tank Easement Parcel with Grantee's water transmission and distribution system (collectively, the "Overflow and Pipeline Facilities"). The portion of Grantors' Property that is hereby encumbered by the Overflow and Pipeline Easement is described on Exhibit B attached hereto and incorporated herein by this reference (the "Overflow and Pipeline Easement Parcel").

TOGETHER WITH a perpetual access and construction easement on, over, across and through Grantors' Property for purposes of (i) providing ingress and egress to and from the Tank Easement Parcel, in connection with the use of the Tank Easement Parcel for the purposes for which the Tank Easement is granted, the Overflow and Pipeline Easement Parcel for the purposes for which the Overflow and Pipeline Easement is granted, and (ii) temporary construction staging, temporary materials storage and related activities, in connection with the construction, installation, use, operation, maintenance, repair, removal, replacement or improvement of the Facilities (collectively, the "Access Easement"). The portion of Grantors' Property that is hereby encumbered by the Access Easement is described on Exhibit C attached hereto and incorporated herein by this reference (the "Access Easement Parcel"). Grantor shall have the right, at no cost or expense to CMWC, to construct an alternative access road in connection with any future development of Grantors' Property, which road shall provide CMWC access to the Tank Easement Parcel that is continuous, uninterrupted, and equal or better than the access provided by the Access Easement. If such alternative access road is provided, CMWC shall reconvey the Access Easement to WFF or assigns, at no cost to WFF.

RESERVING UNTO GRANTOR, and its successors and assigns, the right to use the Access Easement Parcel and the Overflow and Pipeline Easement Parcel in a manner that does not unreasonably interfere with the use by Grantee of the Access Easement and the Overflow and Pipeline Easement for the purposes herein provided, including, by way of illustration and not limitation, construction of a surface roadway (within the Access Easement Parcel only), installation of landscaping, or construction of a recreational pedestrian or bicycle trail system, with the reasonable prior consent of Grantee. Consent of Grantee shall not be unreasonably denied, delayed or conditioned. Grantee shall have the right to review and approve the design plans and specifications for such improvements; provided that the scope of Grantee's approval shall be limited to the protection of Grantee's Facilities, the Overflow and Pipeline Facilities, and the preservation of reasonable access. In the event any improvements constructed by Grantors are damaged in any way by Grantee in connection with the reasonable exercise of its easement rights hereunder, including damage caused by the excavation of any of the Facilities or Overflow and Pipeline Facilities, Grantee's sole responsibility shall be to restore the surface to the original grade.

WITNESS the hand of Grantors this 13th day of March, 2013.

WILKINSON FAMILY FARM, LLC

By: Kathy Collins
Kathy Collins, Principal, Manager, and
Registered Agent

FAMILY MEMBERS:

Wayne Wilkinson
WAYNE WILKINSON

Max Wilkinson
MAX WILKINSON

Ann Taylor
ANN TAYLOR

Rex Wilkinson
REX WILKINSON

Mark Wilkinson
MARK WILKINSON

Kathy Collins
KATHY COLLINS

STATE OF UTAH)
 :SS
COUNTY OF MORGAN)

On this 13th day of March, 2013, personally appeared before me Kathy Collins, personally known to me to be the Manager of Wilkinson Family Farm, L.L.C., a Utah limited liability company who acknowledged to me that she signed the foregoing instrument as Manager for said limited liability company, and acknowledged to me that the said limited liability company executed the same.

Ronald L. Lawson
NOTARY PUBLIC



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STATE OF UTAH)
)
:SS.
COUNTY OF MORGAN)

The foregoing instrument was acknowledged this 13th day of March, 2013, by Wayne Wilkinson.



Ronald L. Lawson
NOTARY PUBLIC

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STATE OF UTAH)
)
:SS.
COUNTY OF MORGAN)

The foregoing instrument was acknowledged this 13th day of March, 2013, by Max Wilkinson.

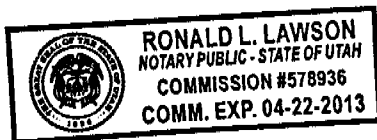


Ronald L. Lawson
NOTARY PUBLIC

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STATE OF UTAH)
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:SS.
COUNTY OF MORGAN)

The foregoing instrument was acknowledged this 13th day of March, 2013, by Ann Taylor.



Ronald L. Lawson
NOTARY PUBLIC

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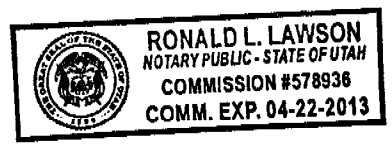
STATE OF UTAH)

COUNTY OF MORGAN)
:SS.

The foregoing instrument was acknowledged this 13th day of March

Ronald L. Lawson

NOTARY PUBLIC



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STATE OF UTAH)
:SS.
COUNTY OF MORGAN)

The foregoing instrument was acknowledged this 13th day of March, 2013, by Mark Wilkinson.

Ronald L. Lawson

NOTARY PUBLIC



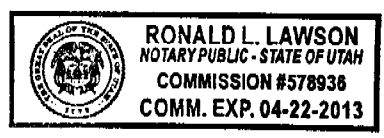
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STATE OF UTAH)
:SS.
COUNTY OF MORGAN)

The foregoing instrument was acknowledged this 13th day of March, 2013, by Kathy Collins.

Ronald L. Lawson

NOTARY PUBLIC



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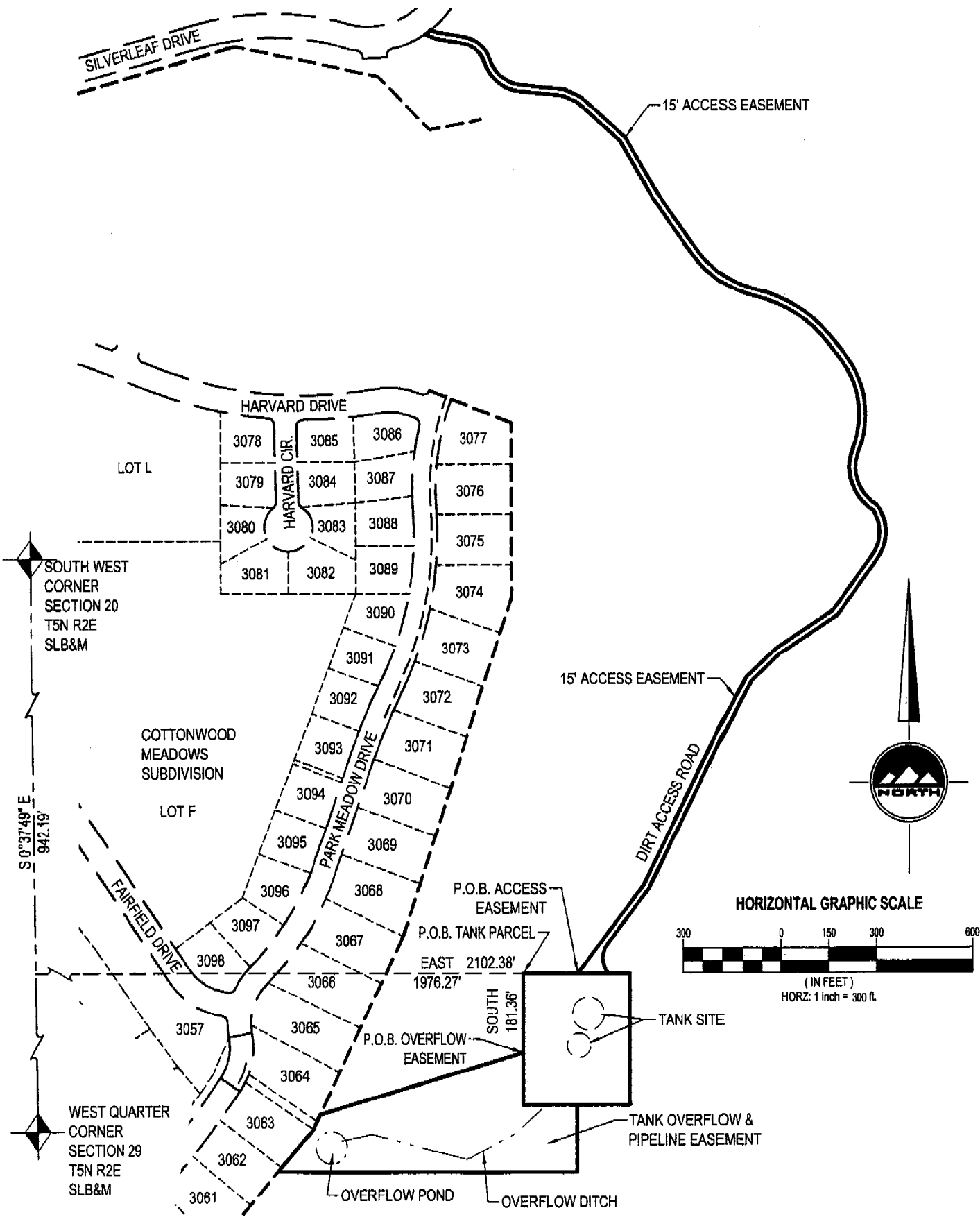
EXHIBIT A

Grade School Water Tank Site Easement

Beginning at a point which is South 0°37'49" East 942.19 feet along the section line and East 1976.27 feet from the Southwest Corner of Section 20, Township 5 North, Range 2 East, Salt Lake Base and Meridian, and running;

thence East 250.00 feet;
thence South 300.00 feet;
thence West 250.00 feet;
thence North 300.00 feet to the point of beginning.

Contains: 75,000 square feet. 1.722 acres.



SOUTH WEST
CORNER
SECTION 20
T5N R2E
SLB&M

S 0°37'49" E
942.19'

COTTONWOOD
MEADOWS
SUBDIVISION
LOT F

WEST QUARTER
CORNER
SECTION 29
T5N R2E
SLB&M

HARVARD DRIVE

HARVARD CIR.

PARK MEADOW DRIVE

FAIRFIELD DRIVE

15' ACCESS EASEMENT

DIRT ACCESS ROAD

P.O.B. ACCESS
EASEMENT

P.O.B. TANK PARCEL

EAST 2102.38'
1976.27'

SOUTH
181.36'

P.O.B. OVERFLOW
EASEMENT

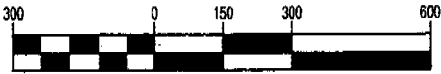
TANK SITE

TANK OVERFLOW &
PIPELINE EASEMENT

OVERFLOW POND

OVERFLOW DITCH

HORIZONTAL GRAPHIC SCALE



(IN FEET)
HORZ: 1 inch = 300 ft.

PROJECT # 4063X DATE 8/16/12

1 of 1

FILE:

COTTONWOOD WATER SYSTEM

**FOX HOLLOW
GRADE SCHOOL TANK**

EXHIBIT DRAWING

FOR:
COTTONWOOD MUTUAL WATER CO.
4000 NORTH HIGHWAY 30
MOUNTAIN GREEN, UTAH 84050
(801) 876-3895

1485 West Hillfield Rd.
Suite 204
Layton, UT 84041
Phone: 801.547.1100



Ent 12958-7-1100-306 Pg 156

www.ensignutah.com

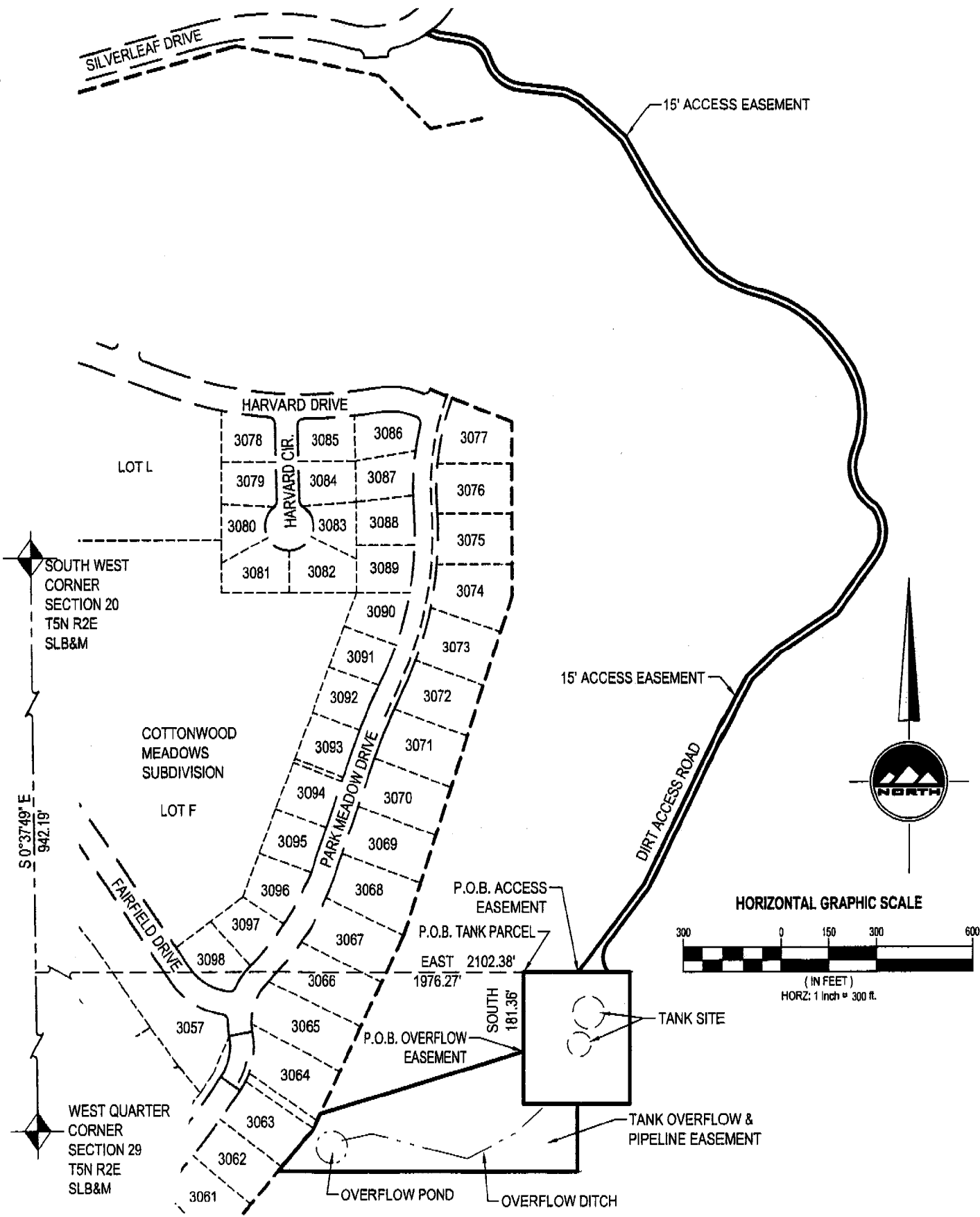
EXHIBIT B

Grade School Water Tank Overflow and Pipeline Easement

Beginning at a point which is South $0^{\circ}37'49''$ East 942.19 feet along the section line and East 1976.27 feet and South 181.36 feet from the Southwest Corner of Section 20, Township 5 North, Range 2 East, Salt Lake Base and Meridian, and running;

Thence South 118.64 feet;
thence East 125.00 feet;
thence South 152.42 feet;
thence West 699.63 feet to the east line of Cottonwood Meadows, a P.U.D. Subdivision;
thence North $39^{\circ}49'06''$ East 125.65 feet to an angle point in the east line of said Cottonwood Meadows, a P.U.D. Subdivision;
thence North $25^{\circ}41'00''$ East 38.17 feet along the east line of said Cottonwood Meadows, a P.U.D. Subdivision;
thence North $73^{\circ}38'48''$ East 497.76 feet to the point of beginning.

Contains: 120,813 square feet. 2.773 acres.



PROJECT# 4063X DATE 8/16/12
1 of 1
 FILE:

COTTONWOOD WATER SYSTEM
FOX HOLLOW
 GRADE SCHOOL TANK
 EXHIBIT DRAWING

FOR:
 COTTONWOOD MUTUAL WATER CO.
 4000 NORTH HIGHWAY 30
 MOUNTAIN GREEN, UTAH 84050
 (801) 876-3895

1485 West Hillfield Rd.
 Suite 204
 Layton, UT 84041
 Phone: 801.547.1100
 www.ensignutah.com



Ent 12958-7-1100-0006 Pg 1563

EXHIBIT C

Grade School Water Tank Road Access Easement

Beginning at a point which is South 0°37'49" East 942.19 feet along the section line and East 2102.28 feet from the Southwest Corner of Section 20, Township 5 North, Range 2 East, Salt Lake Base and Meridian and running;

thence North 38°07'53" East 253.96 feet;

thence North 26°30'54" East 469.79 feet;

thence North 28°47'38" East 61.42 feet;

thence North 47°06'12" East 93.74 feet;

thence North 56°52'48" East 158.98 feet;

thence North 36°43'58" East 157.97 feet;

thence northerly 107.85 feet along the arc of a 85.00 foot radius curve to the left, (center bears North 53°16'02" West and long chord bears North 00°23'04" East 100.76 feet, with a central angle of 72°41'49");

thence northwesterly 162.93 feet along the arc of a 115.56 foot radius curve to the right, (center bears North 31°32'01" East and long chord bears North 18°04'26" West 149.77 feet, with a central angle of 80°47'05");

thence northwesterly 209.47 feet along the arc of a 200.00 foot radius curve to the left, (center bears North 67°40'54" West and long chord bears North 07°41'12" West 200.03 feet, with a central angle of 60°00'36");

thence North 37°41'30" West 46.58 feet;

thence northwesterly 206.79 feet along the arc of 300.00 foot radius curve to the left, (center bears South 52°18'30" West and long chord bears North 57°26'20" West 202.72 feet, with a central angle of 39°29'40");

thence northwesterly 180.28 feet along the arc of a 250.00 foot radius curve to the right, (center bears North 12°48'50" East and long chord bears North 56°31'40" West 176.40 feet, with a central angle of 41°18'59");

thence North 35°52'11" West 154.60 feet;

thence North 31°00'14" West 151.55 feet;

thence North 49°03'59" West 137.17 feet;

thence North 64°36'48" West 35.59 feet;

thence North 83°55'17" West 100.15 feet;

thence northwesterly 115.13 feet along the arc of a 100.00 foot radius curve to the right, (center bears North 06°04'43" East and long chord bears North 50°56'23" West 108.87 feet, with a central angle of 65°57'48");

thence northwesterly 65.90 feet along the arc of a 60.00 foot radius curve to the left, (center bears South 72°02'31" West and long chord bears North 49°25'24" West 62.64 feet, with a central angle of 62°55'49");

thence North 80°53'18" West 64.84 feet;

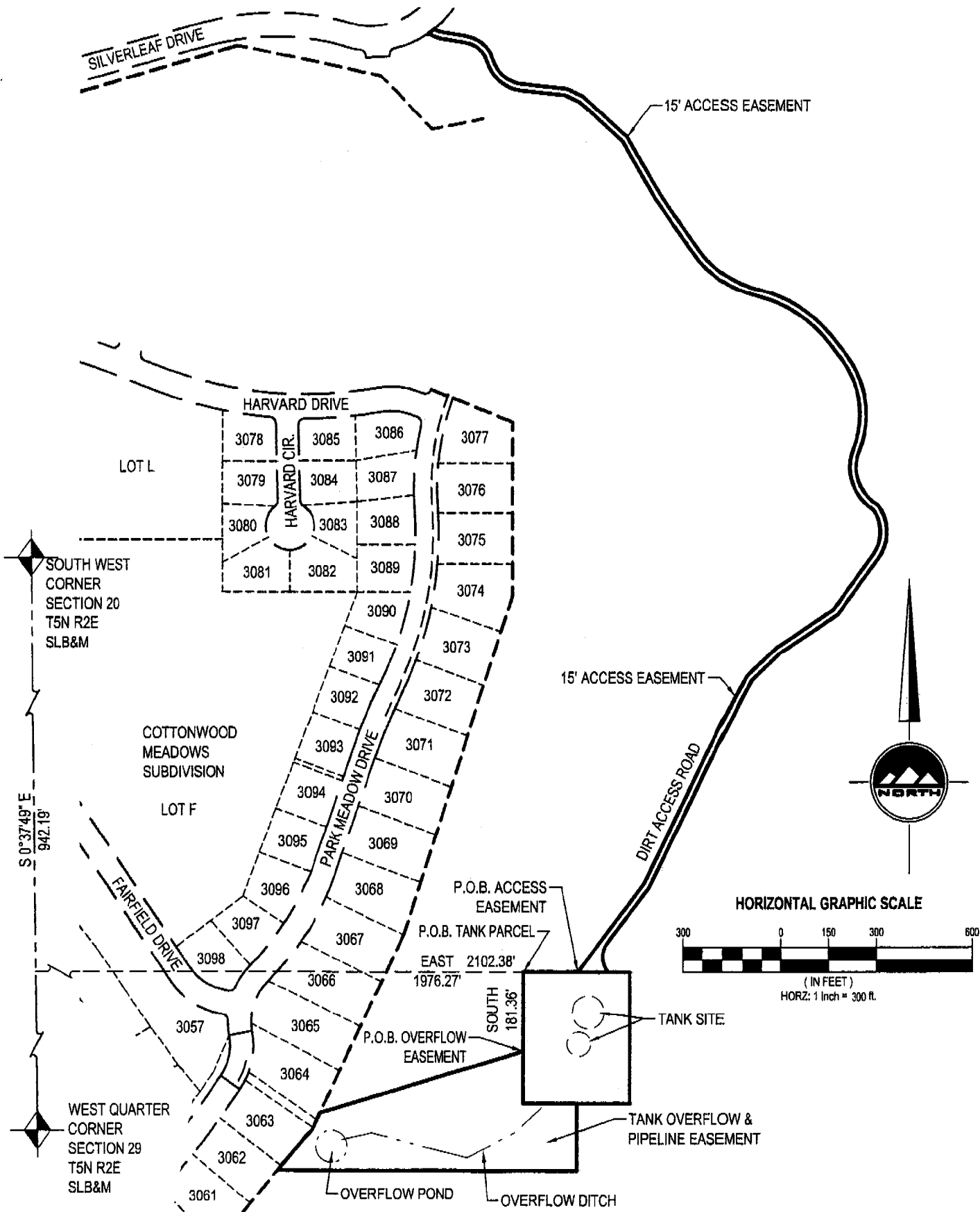
thence North 68°42'19" West 29.56 feet to the easterly line of Silver Leaf Drive;

thence northeasterly 17.84 feet along the arc of a 230.00 foot radius curve to the left, (center bears North 33°44'05" West and long chord bears North 54°02'36" East 17.83 feet, with a central angle of 4°26'38") along the easterly line of Sliver Leaf Drive;

thence South 68°42'19" East 18.31 feet;

thence South $80^{\circ}53'18''$ East 63.24 feet;
 thence southeasterly 82.38 feet along the arc of a 75.00 foot radius curve to the right,
 (center bears South $09^{\circ}06'42''$ West and long chord bears South $49^{\circ}25'23''$ East 78.30 feet, with
 a central angle of $62^{\circ}55'49''$);
 thence southeasterly 97.86 feet along the arc of a 85.00 foot radius curve to the left,
 (center bears North $72^{\circ}02'31''$ East and long chord bears South $50^{\circ}56'23''$ East 92.54 feet, with a
 central angle of $65^{\circ}57'48''$);
 thence South $83^{\circ}55'17''$ East 102.70 feet;
 thence South $64^{\circ}36'48''$ East 40.19 feet;
 thence South $49^{\circ}03'59''$ East 141.57 feet;
 thence South $31^{\circ}00'14''$ East 153.30 feet;
 thence South $35^{\circ}52'11''$ East 153.96 feet;
 thence southeasterly 169.46 feet along the arc of a 235.00 foot radius curve to the left,
 (center bears North $54^{\circ}07'49''$ East and long chord bears South $56^{\circ}31'40''$ East 165.81 feet, with
 a central angle of $41^{\circ}18'59''$);
 thence southeasterly 217.13 feet along the arc of 315.00 foot radius curve to the right,
 (center bears South $12^{\circ}48'50''$ West and long chord bears South $57^{\circ}26'20''$ East 212.86 feet,
 with a central angle of $39^{\circ}29'40''$);
 thence South $37^{\circ}41'30''$ East 46.58 feet;
 thence southeasterly 225.18 feet along the arc of a 215.00 foot radius curve to the right,
 (center bears South $52^{\circ}18'30''$ West and long chord bears South $07^{\circ}41'12''$ East 215.03 feet,
 with a central angle of $60^{\circ}00'36''$);
 thence southeasterly 144.54 feet along the arc of a 100.56 foot radius curve to the left,
 (center bears South $67^{\circ}40'54''$ East and long chord bears South $18^{\circ}51'36''$ East 132.42 feet, with
 a central angle of $82^{\circ}21'23''$);
 thence southerly 130.09 feet along the arc of a 100.00 foot radius curve to the right,
 (center bears South $52^{\circ}11'53''$ West and long chord bears South $00^{\circ}32'05''$ East 121.11 feet,
 with a central angle of $74^{\circ}32'05''$);
 thence South $36^{\circ}43'58''$ West 160.63 feet;
 thence South $56^{\circ}52'48''$ West 160.36 feet;
 thence South $47^{\circ}06'12''$ West 90.04 feet;
 thence South $28^{\circ}47'38''$ West 58.70 feet;
 thence South $26^{\circ}30'54''$ West 471.02 feet;
 thence South $38^{\circ}07'53''$ West 160.74 feet;
 thence southeasterly 71.20 feet along the arc of a 50.00 foot radius curve to the left,
 (center bears South $51^{\circ}52'07''$ East and long chord bears South $02^{\circ}39'49''$ East 65.34 feet, with a
 central angle of $81^{\circ}35'23''$);
 thence West 73.34 feet to the point of beginning.

Contains: 45,739 square feet. 1.050 acres.



PROJECT # 4063X DATE 8/16/12

1 of 1

FILE:

COTTONWOOD WATER SYSTEM

**FOX HOLLOW
GRADE SCHOOL TANK**

EXHIBIT DRAWING

FOR:
COTTONWOOD MUTUAL WATER CO.
4000 NORTH HIGHWAY 30
MOUNTAIN GREEN, UTAH 84050
(801) 876-3895

1485 West Hillfield Rd.

Suite 204
Layton, UT 84041
Phone: 801.547.1100



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