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BRENDA NELSON, Recorder
MORGAN COUNTY
For: GARDNER COTTONWOOD CREEK LC

WHEN RECORDED, PLEASE RETURN TO:

Jonathan R. Schutz
MABEY WRIGHT & JAMES
175 South Main Street, Suite 1330
Salt Lake City, Utah 84111

(Space above for Recorder's use only.)

DECLARATION OF ACCESS EASEMENTS

14th THIS DECLARATION OF ACCESS EASEMENTS (the "**Declaration**") dated as of the day of July, 2015, is executed by Gardner Cottonwood Creek, L.C., a Utah limited liability company ("**Grantor**"), in favor of Wilkinson Family Farm, L.L.C., a Utah limited liability company ("**Grantee**"), whose address for the purpose hereof is 3994 Ivy Avenue, Mountain Green, Utah 84050.

RECITALS:

A. Grantee owns or has an interest in a parcel of real property located in Morgan County, State of Utah, more particularly described on the attached Exhibit A (the "Benefitted Parcel"), and Grantor owns a parcel of real property located in Morgan County, State of Utah, more particularly described on the attached Exhibit B (the "Burdened Parcel"). As used in this Declaration, the term "Parcels" shall mean and refer to the Benefitted Parcel and the Burdened Parcel, collectively.

B. An existing improved roadway ("**Silver Leaf Road**") is located adjacent to the Burdened Parcel, which Silver Leaf Road was recently dedicated as a public right of way pursuant to that certain plat of subdivision titled "Stone Ridge, A P.U.D. Subdivision," and recorded in the office of the Morgan County Recorder on June 29, 2015 as Entry No. 135329 (the "**Stone Ridge Plat**").

C. Grantor and Grantee desire to create certain rights-of-way, easements and restrictions among the Benefitted Parcel and the Burdened Parcel.

AGREEMENT:

NOW, THEREFORE, for the foregoing purposes and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the reciprocal benefits to be derived from the right-of-way, easement and

restrictions described herein, Grantor and Grantee hereby consent, acknowledge, and agree to all of the following terms and provisions:

1. Grant of Easement.

1.1 Ingress and Egress Easement—Turn Outs. The Benefitted Parcel shall have appurtenant thereto and shall be benefitted by, and the Burdened Parcel shall be subject to and burdened by, a nonexclusive right-of-way and easement (collectively, the “**Turn Out Easements**”) along and across those portions of the Burdened Parcel connecting to Silver Leaf Road designated by the physical turnouts along the north-easterly boundary of the Silver Leaf Road Extension and shown on the Silver Leaf Plat (the “**Turn Outs**”), for the purpose of vehicular and pedestrian ingress and egress between the Benefitted Parcel and Silver Leaf Road. The Turn Out Easements shall be twenty-four (24) feet in width and shall be of such length as to extend from the north-easterly boundary of Silver Leaf Road to the edge of the Benefitted Parcel.

1.2 Limitation; Alteration; Relocation.

1.2.1 Limitation. The right-of-way and easements granted in Paragraph 1.1 shall be limited to ingress and egress for such purposes and to such extent as may be customary and necessary for the Grantee to use the Benefitted Parcel for the Grantee’s farming operations and such repairs, reconstruction, replacement and maintenance of the facilities located thereon in connection with such operations.

1.3.2 Alteration--Relocation. Grantor may relocate the right-of-way and easements granted in Paragraphs 1.1 and the configuration of access through the Burdened Parcel to the Benefitted Parcel to another location on the Burdened Parcel; provided, however, that such alteration, relocation or change shall provide Grantee with ingress and egress to the Benefitted Parcel that is in all material respects, except for location, sufficient to provide the Grantee with the rights of ingress and egress equivalent to those initially granted herein. Any alteration or relocation proposed by the Grantor and approved by the Grantee shall be constructed at the sole expense of the Grantor.

2. Duration. The right-of-way easement set forth Section 1.1 shall continue until such time as a given Turn Out Easements, or any modification or relocation thereof is dedicated as a public right-of-way, whereupon the said right-of-way and easement shall automatically terminate with respect to such Turn Out Easement and shall be of no further force or effect. This Declaration shall automatically terminate and be of no further force or effect upon the termination of the last surviving right-of-way and easement set forth herein. Upon termination of the easements and rights-of-way created herein, Grantor and Grantee shall execute and record such documents as either party reasonably deems necessary to reflect such termination.

3. Modification. Except as expressly set forth herein, this Declaration and any right-of-way, easement or restriction contained herein may be terminated, extended, modified or amended as to the whole of the Parcels or any portion thereof upon proper recordation of a written document evidencing the same, executed and acknowledged by Grantor and Grantee in the Office of the Morgan County Recorder.

4. Not a Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of fee title to any portion of the Parcels to or for the general public or for any public purposes whatsoever, it being the intention of Grantor and Grantee that this Declaration be strictly limited to granting an access easement for the purposes expressed herein.

5. Appurtenances to Parcels; Covenants Run With Land.

5.1 Appurtenances to Parcels. The rights-of-way, easements and restrictions granted or created hereby are appurtenances to the Benefitted Parcel and any such right-of-way, easement or restrictions may not be transferred, assigned or encumbered except as an appurtenance to such Benefitted Parcel. For the purposes of such rights-of-way, easements and restrictions, the Benefitted Parcel benefited shall constitute the dominant estate and the Burdened Parcel shall constitute the servient estate.

5.2 Covenants Run With Land. The rights-of-way, easements and restrictions contained in this Declaration (whether affirmative or negative in nature) (a) shall create equitable servitudes upon the Burdened Parcel in favor of the Benefitted Parcel; (b) shall constitute covenants running with the land; (c) shall bind every person having any fee, leasehold or other interest in any portion of the Parcels at any time or from time to time to the extent that such portion is affected or bound by the right-of-way, easement or restriction in question, or to the extent that such right-of-way, easement or restriction is to be performed on such portion; and (d) shall inure to the benefit of and be binding upon Grantor and Grantee, their respective successors and assigns, their respective tenants, subtenants and concessionaires, and the customers, invitees, guests and licensees of Grantor and Grantee and their respective tenants, subtenants and concessionaires.

6. Titles and Captions. Paragraph titles or captions to this Declaration are for convenience only and shall not be deemed to be part of this Declaration and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Declaration.

7. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. Each of the foregoing

genders and plurals is understood to refer to a corporation, partnership or other legal entity when the contest so requires.

8. Applicable Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah.

9. Severability. In the event that any provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Declaration and shall in no way affect any other provision herein contained. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

10. Exhibits. All Exhibits referred to herein and attached hereto are hereby incorporated herein by this reference.

IN WITNESS WHEREOF, this Declaration of Easement and Restrictions is executed as of the date first above written.

"GRANTOR"

GARDNER COTTONWOOD CREEK,
L.C., a Utah limited liability company.

By: 
Rulon C. Gardner, Manager

STATE OF UTAH)
) :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 14th day of July, 2015, by Rulon C. Gardner, as Manager of Gardner Cottonwood Creek, L.C., the Grantor under the foregoing Declaration of Easement.




NOTARY PUBLIC

EXHIBIT A

to

DECLARATION OF ACCESS EASEMENT

Benefitted Parcel

The "Benefitted Parcel" identified in the foregoing Declaration is located in Morgan County, Utah, and is more particularly described as follows:

Phase 5 Legal Description *Scid 03-605-108 parcel 00-0002-7340*

Beginning at a point North 3177.45 feet and East 2161.07 feet from the CE 1/16 corner of Section 30, Township 5 North, Range 2 East, Salt Lake Base and Meridian (Basis of bearing being S 88°42'14" E between the Center of Section and the CE 1/16 Corner of said Section 30); and running thence N 09°49'51" W 328.95 feet; thence Northeasterly 329.41 feet along the arc of a 222.50 foot radius curve to the right, chord bears N 32°34'56" E 300.14 feet; thence N 74°59'43" E 296.16 feet; thence Easterly 323.98 feet along the arc of a 600.00 foot radius curve to the right, chord bears S 89°32'09" E 320.06 feet; thence Southeasterly 33.15 feet along the arc of a 230.00 foot radius curve to the left, chord bears S 78°11'47" E 33.12 feet; thence Southeasterly 20.77 feet along the arc of a 15.00 foot radius curve to the right, chord bears S 42°39'46" E 19.15 feet; thence S 03°00'00" E 4.31 feet; thence Southeasterly 103.12 feet along the arc of a 227.50 foot radius curve to the left, chord bears S 15°59'08" E 102.24 feet; thence S 28°58'16" E 195.33 feet; thence Southeasterly 497.04 feet along the arc of a 572.50 foot radius curve to the right, chord bears S 04°05'57" E 481.58 feet; thence S 20°46'21" W 7.18 feet; thence Southwesterly 23.02 feet along the arc of a 15.00 foot radius curve to the right, chord bears S 64°44'16" W 20.83 feet; thence N 71°17'40" W 19.51 feet; thence Northwesterly 88.88 feet along the arc of a 177.50 foot radius curve to the left, chord bears N 85°38'22" W 87.95 feet; thence Northwesterly 507.58 feet along the arc of a 960.90 foot radius curve to the right, chord bears N 84°51'06" W 501.70 feet; thence N 69°43'07" W 48.59 feet; thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, chord bears N 24°43'07" W 21.21 feet; thence N 69°43'07" W 55.00 feet; thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, chord bears S 65°16'40" W 21.21 feet; thence N 69°43'07" W 32.58 feet; thence Northwesterly 116.00 feet along the arc of a 227.50 foot radius curve to the left, chord bears N 84°19'31" W 114.74 feet; thence Northwesterly 23.33 feet along the arc of a 15.00 foot radius curve to the right, chord bears N 54°22'53" W 21.05 feet to the point of beginning.

Contains 661,934 Square Feet or 15.196 Acres

Phase 6-8 Legal Description Serial 03-005-102 Parcel 00-0002-7340

A Parcel of Land located in Section 20, and the North half of Section 29, Township 5 North, Range 2 East, Salt Lake Base and Meridian:

Beginning at the Southeast corner of Phase 3A Parcel recorded on January 26, 2007 as Entry No. 106182, in Book 242 at Page 386 of the records of Morgan County, said point being 659.61 feet North $89^{\circ}47'41''$ West from the West Quarter corner of said Section 29; thence North $07^{\circ}15'43''$ East 973.56 feet along the easterly line of the aforementioned Phase 3A Parcel to the Southeasterly line of Park Meadow Drive as platted on the Cottonwood Meadows A P.U.D. Subdivision recorded on August 8, 2005, as Entry No. 108786, in Book 251 at Page 807 of the records of Morgan County; thence two (2) courses along said Southeasterly line as follows: (1) North $54^{\circ}28'05''$ East 25.48 feet to a point of curvature; and (2) Northeasterly along the arc of a 2027.50 foot radius curve to the left a distance of 102.09 feet (Central Angle equals $02^{\circ}53'06''$ and Long Chord bears North $53^{\circ}01'32''$ East 102.08 feet) to the Westerly line of Lot 3058 of said Cottonwood Meadows A P.U.D. Subdivision; thence South $39^{\circ}27'16''$ East 171.78 feet along said Westerly line to the Southeasterly line of said Cottonwood Meadows A P.U.D. Subdivision; thence five (5) courses along said Southeasterly line as follows: (1) North $48^{\circ}48'18''$ East 320.36 feet; (2) North $39^{\circ}49'06''$ East 355.48 feet; (3) North $25^{\circ}41'00''$ East 487.28 feet; (4) North $18^{\circ}25'34''$ East 814.88 feet; and (5) due North 396.12 feet to the Northeast corner of said Subdivision; thence North $69^{\circ}13'39''$ West 58.44 feet (55.030 more or less along the North line of said Subdivision to the point of intersection with the line described in Parcel 3 B of the aforementioned document recorded on January 26, 2007 as Entry No. 106182, in Book 242 at Page 391 of the records of Morgan County; thence North $05^{\circ}41'26''$ West 141.48 feet; thence South $76^{\circ}00'11''$ West 275.25 feet; thence South $87^{\circ}23'49''$ West 291.01 feet; thence North $72^{\circ}26'39''$ West 279.93 feet; thence North $69^{\circ}33'51''$ West 55.00 feet; thence North $79^{\circ}01'03''$ West 146.06 feet; thence North $03^{\circ}54'09''$ West 366.12 feet; thence North $27^{\circ}25'51''$ East 194.78 feet; thence North $74^{\circ}17'54''$ East 392.09 feet; thence South $78^{\circ}18'23''$ East 340.72 feet; thence South $44^{\circ}13'04''$ East 171.56 feet; thence North $79^{\circ}00'05''$ East 123.60 feet; thence North $00^{\circ}19'26''$ East 596.26 feet; thence North $25^{\circ}28'48''$ East 439.46 feet; thence North $01^{\circ}27'19''$ West 1,043.77 feet; thence North $39^{\circ}24'40''$ West 471.89 feet; thence North $59^{\circ}15'48''$ East 141.36 feet; thence North $47^{\circ}08'47''$ East 1225.38 feet; thence North $48^{\circ}58'41''$ East 955.10 feet; thence North $47^{\circ}35'40''$ East 520.37 feet to the North line of said Section 20; thence South $89^{\circ}41'41''$ East 1,499.70 feet along said North line to the Northeast corner of said Section 20; thence South $38^{\circ}43'29''$ West 3,015.59 feet; thence South $08^{\circ}00'06''$ West 2,521.06 feet; thence South $70^{\circ}46'43''$ East 639.68 feet; thence South $30^{\circ}40'10''$ West 1,174.93 feet; thence South $39^{\circ}58'02''$ West 969.95 feet; thence South $55^{\circ}27'20''$ West 1,050.86 feet; thence South $65^{\circ}26'03''$ West 323.30 feet; thence South $73^{\circ}16'19''$ West 389.19 feet; thence South $44^{\circ}03'02''$ West 433.01 feet; thence North $88^{\circ}22'28''$ West 2.06 feet to the Point of Beginning.

Contains 275.675 Acres

EXHIBIT B

to

DECLARATION OF ACCESS EASEMENTS

Burdened Parcel

The "Burdened Parcel" identified in the foregoing Declaration is located in Morgan County, State of Utah and is more particularly described as follows:

That certain remnant parcel created upon recordation of that certain plat of subdivision titled "Stone Ridge, A P.U.D. Subdivision," and recorded in the office of the Morgan County Recorder on June 29, 2015 as Entry No. 135329, which remnant parcel is shown on the face of such plat as owned by Gardner Cottonwood Creek, LC, and is designated on Sheets 2 and 3 of the aforesaid plat as being immediately adjacent to Silver Leaf Drive and whose boundaries are designated as the edge of Silver Leaf Drive and the dashed lines shown around the north-easterly edge of such plat.

4835-5400-8081, v. 2

Serial 03-005-108-06
Parcel 00-0074-4826