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

(Space above for Recorder's use only.)

DECLARATION OF ACCESS EASEMENTS

THIS DECLARATION OF ACCESS EASEMENTS (the "**Declaration**") dated as of the 14th day of July, 2015, is executed by Gardner Cottonwood Creek, L.C., a Utah limited liability company and Northside Creek, LLC, a Utah limited liability company (collectively "**Grantor**"), in favor of Wilkinson Family Farm, L.L.C., a Utah limited liability company and Wilkinson Meadow, LLC, a Utah limited liability company (collectively, "**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 unimproved roadway (the "**Cottonwood Canyon Access**") is located on the Burdened Parcel, which Cottonwood Canyon Access is not presently dedicated as a public right of way.

C. The Cottonwood Canyon Access is shown on that certain plat of subdivision known as Northside Creek P.R.U.D. Subdivision, recorded in the office of the Morgan County Recorder on February 10, 2009 as Entry No. 115391 (as the same may be amended from time-to-time, the "**Subdivision Plat**").

D. 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—Cottonwood Canyon Access. 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 along and across that the Cottonwood Canyon Access, as shown on the Subdivision Plat, for the purpose of vehicular and pedestrian ingress and egress between the Benefitted Parcel and Cottonwood Canyon Road.

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 campground and such repairs, reconstruction, replacement and maintenance of the facilities located thereon in connection with such operations.

1.2.2 Alteration--Relocation. Grantor may relocate the right-of-way and easements granted in Paragraph 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 the Cottonwood Canyon Access, 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 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 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 context 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

NORTHSIDE CREEK, LLC, 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.



Janet H. Hancock
NOTARY PUBLIC

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 Northside Creek, LLC, the Grantor under the foregoing Declaration of Easement.



Janet H. Hancock
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:

Wilkinson Family Farm Property:

Phase **6-8** Legal Description *Serial 03-005-108 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°47'41" West from the West Quarter corner of said Section 29; thence North 07°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°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°53'06" and Long Chord bears North 53°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°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°48'18" East 320.36 feet; (2) North 39°49'06" East 355.48 feet; (3) North 25°41'00" East 487.28 feet; (4) North 18°25'34" East 814.88 feet; and (5) due North 396.12 feet to the Northeast corner of said Subdivision; thence North 69°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°41'26" West 141.48 feet; thence South 76°00'11" West 275.25 feet; thence South 87°23'49" West 291.01 feet; thence North 72°26'39" West 279.93 feet; thence North 69°33'51" West 55.00 feet; thence North 79°01'03" West 146.06 feet; thence North 03°54'09" West 366.12 feet; thence North 27°25'51" East

194.78 feet; thence North 74°17'54" East 392.09 feet; thence South 78°18'23" East 340.72 feet; thence South 44°13'04" East 171.56 feet; thence North 79°00'05" East 123.60 feet; thence North 00°19'26" East 596.26 feet; thence North 25°28'48" East 439.46 feet; thence North 01°27'19" West 1,043.77 feet; thence North 39°24'40" West 471.89 feet; thence North 59°15'48" East 141.36 feet; thence North 47°08'47" East 1225.38 feet; thence North 48°58'41" East 955.10 feet; thence North 47°35'40" East 520.37 feet to the North line of said Section 20; thence South 89°41'41" East 1,499.70 feet along said North line to the Northeast corner of said Section 20; thence South 38°43'29" West 3,015.59 feet; thence South 08°00'06" West 2,521.06 feet; thence South 70°46'43" East 639.68 feet; thence South 30°40'10" West 1,174.93 feet; thence South 39°58'02" West 969.95 feet; thence South 55°27'20" West 1,050.86 feet; thence South 65°26'03" West 323.30 feet; thence South 73°16'19" West 389.19 feet; thence South 44°03'02" West 433.01 feet; thence North 88°22'28" West 2.06 feet to the Point of Beginning.

Contains 275.675 Acres

Wilkinson Meadow Property: Serial 01-005-097 Parcel 02-0002-7124

Beginning 17.155 rods South and 4 rods East of the Northwest corner of Section 21, Township 5 North, Range 2 East, Salt Lake Meridian; thence North 90.155 rods; thence Northeasterly to a point in the East line of Section 16 113.38 rods North of the Southeast corner; thence South along the East line of Sections 16 and 22 130.535 rods; thence West 316 rods to the point of beginning.

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:

Parcels A, C, F, H and I, as shown on that certain plat of subdivision for Northside Creek P.R.U.D. Subdivision, recorded in the office of the Morgan County Recorder on February 10, 2009 as Entry No. 115391.

4825-6445-3411, v. 1

- A) 03 - NSCRK - A
00-0078-4619
- C) 03 - NSCRK - C
00-0078-4621
- F) 03 - NSCRK - F
00-0078-4624
- H) 03 - NSCRK - H
00-0078-4616
- I) 03 - NSCRK - I
00-0078-4617