

027808

RECORDING REQUESTED BY
AND WHEN RECORDED, RETURN TO:
Mountain Green Investment, LLC
C/O Ted Taylor
5827 N. Sage Crest Rd.
Mountain Green, UT 84050

E 142701 B 338 P 1112
Date 21-Sep-2017 02:45PM
Fee: \$40.00 ACH
Filed By: JP
BRENDA NELSON, Recorder
MORGAN COUNTY
For: LINCOLN TITLE INSURANCE AGENCY
Recorded Electronically by Simplifile

Tax Id. #

(Space above for recorder's use only)

ACCESS EASEMENT AGREEMENT

This ACCESS EASEMENT AGREEMENT (this "Agreement") is made this 20 day of Sept., 2017, by and between WILKINSON FAMILY FARM, LLC, a Utah limited liability company ("WILKINSON FAMILY FARM") and MOUNTAIN GREEN INVESTMENT, LLC, a Utah limited liability company ("Mountain Green Investment"). Wilkinson Family Farm and Mountain Green Investment are sometimes referred to herein collectively as "Owners".

WITNESSETH:

WHEREAS, Wilkinson Family Farm owns the real property located in Morgan County, Utah, more particularly described on Exhibit A (the "Wilkinson Family Farm Property"); and

WHEREAS, Mountain Green Investment is purchasing a portion of the Wilkinson Family Farm Property more particularly described in Exhibit "B" ("Phase 8"); and

WHEREAS, Wilkinson Family Farm and Mountain Green Investment desire to enter into this Agreement for the purpose of providing Mountain Green Investment with access to the Phase 8 until such time as Phase 8 can be accessed by a dedicated public roadway,

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Owners hereto make the following grants, agreements and covenants:

1. Recitals. The Recitals are incorporated herein as if fully set forth.
2. Grant of Easement. Effective as of Mountain Green Investment having acquired the Phase 8, Wilkinson Family Farm hereby grants and conveys to Mountain Green Investment a non-perpetual, non-exclusive sixty-six foot wide easement for development, ingress and egress over that portion of the Wilkinson Family Farm Property described on Exhibit C, for the benefit of Mountain Green Investment and its successors and assigns.
3. Condition of Property. MOUNTAIN GREEN INVESTMENT HEREBY ACCEPTS THE EASEMENT PROVIDED FOR HEREIN AND ALL ASPECTS THEREOF IN "AS IS," "WHERE IS" CONDITION, WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, "WITH ALL FAULTS," INCLUDING BUT NOT LIMITED TO BOTH LATENT AND PATENT DEFECTS. EACH PARTY HEREBY WAIVES ALL WARRANTIES,

ACCOMMODATION RECORDING ONLY
LINCOLN TITLE INSURANCE AGENCY, INC.
MAKES NO REPRESENTATION AS TO CONDITION
OF TITLE, NOR DOES IT ASSUME ANY
RESPONSIBILITY FOR VALIDITY, SUFFICIENCY
OR AFFECT OF DOCUMENT.

EXPRESS OR IMPLIED, REGARDING THE CONDITION AND USE OF THE OTHER PARTY'S PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Maintenance. Mountain Green Investment will be responsible for maintaining the easement. In connection with such maintenance obligation, it shall be permitted to temporarily close the easement for reasonable periods of time under the circumstances, as needed to perform repairs and/or maintenance. Any such repair and maintenance work will be pursued to completion with reasonable diligence to minimize the time period that a closure is needed.

5. No Interference. Except to the extent necessary (on a temporary basis) for reasonable construction, for repair and maintenance, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of the easement granted herein shall be constructed or erected on the property.

6. Compliance with Laws/Approvals and Permits. Each party shall comply with any and all applicable ordinances, orders, rules, regulations, codes (including building and safety codes), permits, conditions, and requirements of any governmental entity related to its use of the property subject to the easement.

7. Modification. This Agreement may be terminated or modified only by written agreement of Wilkinson Family Farm and Mountain Green Investment, their successors or assigns.

8. Binding Effect. The easements, covenants and conditions in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

9. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto and supersedes any prior written or oral agreements between them respecting the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein.

10. Severability. If any provision of this Agreement shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

11. Governing Law. This Agreement and the rights and obligations hereunder of the parties hereto shall be governed by the laws of the State of Utah.

12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed effective when actually received or refused by the recipient if sent by overnight delivery service which maintains a record of delivery made or certified or registered mail, postage prepaid, return receipt requested, and sent to the parties at their address as set forth below or to such other address as the parties may designate by written notice in the above manner.

If to WILKINSON FAMILY FARM:

Wilkinson Family Farm, LLC
c/o Kathy Collins
3994 W Ivy Ave
Morgan, UT 84050

If to Mountain Green Investment:

Mountain Green Investment, LLC
c/o Ted W. Taylor
5827 N. Sage Crest Rd.
Mountain Green, UT 84050

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be deemed one and the same instrument.

14. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

15. Exhibit List.

Exhibit A	Legal Description of Wilkinson Family Farm Property
Exhibit B	Legal Description of the Phase 8
Exhibit C	Legal Description of the Easement

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WILKINSON FAMILY FARM, LLC, a Utah limited liability company

By: Kathy W. Collins
Name: KATHY W. COLLINS
Title: MANAGER

By: Rex G. Wilkinson
Name: REX G. WILKINSON
Title: MANAGER

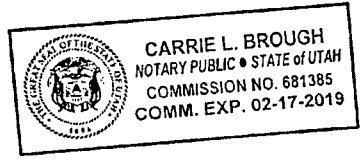
MOUNTAIN GREEN INVESTMENT, LLC, a Utah limited liability company

By: Ted W. Taylor
Name: TED W. TAYLOR
Title: MANAGER

STATE OF UTAH)
) : ss.
COUNTY OF WEBER)

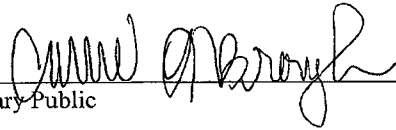
On this 20 day SEPT, 2017, personally appeared before me Kathy W. Collins and Rex G. Wilkinson, the Managers of WILKINSON FAMILY FARM, LLC, a Utah limited liability company, with whom I am personally acquainted, and who acknowledged that such persons executed the foregoing instrument by authority; and that said instrument is the free and voluntary act of said maker, for the uses and purposes therein mentioned, and on oath stated that such person was authorized to execute said instrument on behalf of said maker. WITNESS my hand and official seal.

Carrie L. Brough
Notary Public



STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On this 20 day Sept, ~~2016~~, ²⁰¹⁷, personally appeared before me Ted W. Taylor, the Manager of MOUNTAIN GREEN INVESTMENT, LLC, a Utah limited liability company, with whom I am personally acquainted, and who acknowledged that such person executed the foregoing instrument by authority; and that said instrument is the free and voluntary act of said maker, for the uses and purposes therein mentioned, and on oath stated that such person was authorized to execute said instrument on behalf of said maker. WITNESS my hand and official seal.



Notary Public

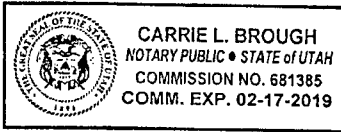


EXHIBIT A

A parcel of land located in Sections 19, 20, 29 and 30 in Township 5 North, Range 2 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the Center of Section 30, Township 5 North, Range 2 East, Salt Lake Base and Meridian, (Basis of bearing being South 88°42'14" East 1341.72 feet between the Center of Section and the South 1/4 corner of the Northeast corner of said Section 30) and running thence South 88°42'14" East 1336.65 feet; thence North 00°42'36" West 335.14 feet; thence North 76°23'47" East 32.94 feet; thence North 03°35'20" East 116.35 feet; thence North 00°57'41" West 470.92 feet; thence North 03°06'28" West 450.19 feet; thence North 03°10'42" West 248.07 feet; thence North 04°55'12" West 217.84 feet; thence South 85°04'48" West 42.16 feet; thence North 40°53'26" West 290.14 feet; thence North 32°23'57" West 139.58 feet; thence North 08°06'21" West 485.48 feet; thence South 89°29'51" West 20.18 feet; thence North 08°06'21" West 245.91 feet to a point of curvature of a 230.00 foot radius curve to the left, the center of which bears South 81°53'13" West; thence Northerly and Westerly along the arc of said curve 491.23 feet through a central angle of 122°22'16" ; thence South 49°31'23" West 38.55 feet to a point of curvature of a 347.42 foot radius curve to the left, the center of which bears South 40°28'13" East; thence Southwesterly along the arc of said curve 118.83 feet through a central angle of 9°35'14"; thence South 29°55'13" West 313.18 feet; thence North 88°55'11" West 257.09 feet; thence North 46°46'42" East 3089.72 feet; thence North 52°17'58" East 511.81 feet; thence South 11°48'57" East 66.72 feet; thence North 55°15'08" East 577.92 feet; thence North 62°47'20" East 697.15 feet; thence North 59°15'48" East 905.16 feet; thence North 47°08'47" East 1225.38 feet; thence North 48°58'41" East 173.02 feet; thence North 41°01'19" West 367.66 feet; thence North 52°00'49" East 955.49 feet; thence South 89°40'57" East 1961.90 feet; thence South 38°44'36" West 3015.81 feet; thence South 08°00'10" West 2521.21 feet; thence South 70°45'14" East 639.64 feet; thence South 30°41'13" West 1174.86 feet; thence South 39°58'10" West 970.07 feet; thence South 55°28'09" West 1050.90 feet; thence South 65°28'10" West 323.36 feet; thence South 73°18'10" West 389.10 feet; thence South 44°04'10" West 432.30 feet; thence South 89°48'23" West 660.00 feet; thence South 00°25'15" East 2606.16 feet; thence South 00°42'11" West 3391.42 feet; thence South 80°42'14" West 1557.72 feet to a point on a non tangent 2353.60 foot radius curve to the left, the center of which bears South 78°24'09" West; thence Northwesterly along the arc of said curve 1900.32 feet through a central angle of 46°15'40" to a point of non tangent compound curvature of a 752.56 foot radius curve to the right, the center of which bears North 33°21'13" East; thence Northwesterly along the arc of said curve 594.31 feet through a central angle of 45°14'52"; thence North 01°51'26" West 738.77 feet; thence North 09°47'07" West 170.00 feet; thence North 79°47'15" East 25.81 feet; thence North 01°53'19" West 403.69 feet; thence South 79°57'13" West 219.14 feet; thence North 07°29'19" West 973.52 feet; thence North 02°32'09" East 713.67 feet; thence North 42°00'44" East 599.14 feet; thence North 27°19'53" West 128.18 feet; thence North 62°40'07" East 67.13 feet to a point of curvature of a 300 foot radius curve to the left (cord bears North 40°46'06" East 223.80 feet) 229.34 feet along said arc; thence North 00°00'00" West 581.05 feet to a point on the center of section line and on the South line of the Silver Stone Subdivision as recorded in the Morgan County

Less and excepting Phases 1-4(a) of the Cottonwoods Subdivision as set forth in Exhibit B.

S#03-005-108, P# 00-0002-7340

EXHIBIT B

(Phase 8 — Legal Description)

Phase 8 Boundary Description:

A Parcel of Land Located in the Southwest Quarter of Section 20, and the Northwest Quarter of Section 29, Township 5 North, Range 2 East, Salt Lake Base & Meridian: Beginning at a point on the Easterly Boundary line 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 is 659.61 feet North 89°47'41" East and 699.39 feet East and 699.39 feet North 07°15'45" East from the West Quarter corner of said Section 29, (monumented with East from the West Quarter corner of said Section 29, (monumented with a 5/8-inch rebar and Jack Johnson Cap); and running thence North 60°31'07" East 721.18 feet; thence North 38°04'55" East 801.14 feet; thence North 10°19'45" East 1,883.21 feet; thence South 65°26'26" East 995.90 feet; thence South 70°46'43" East 179.72 feet; thence South 19°14'05" East 90.36 feet; thence Southeasterly along the arc of a 215.00 foot radius curve to the left a distance of 422.94 feet (Long Chord bears South 75°35'20" East 357.97 feet); thence North 48°04'37" East; thence South 70°46'43" East 24.60 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 said Easterly Boundary line; thence North 07°15'45" East 699.39 feet along said Easterly Boundary line to the Point of Beginning.

Less and Excepting that area conveyed by Special Warranty Deed Entry #129591 in Book 306 at Page 1579 more particularly described as: Beginning at a point which is South 0°37'49" East 942.19 feet along the section line 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.

Containing 77.667 acres, more or less.

S# 03-005-108 , P# 00-0002-7340
S# 03-005-106, P# 00-0005-7539

EXHIBIT C

(Easement — Legal Description)

60-foot Wide Access Easement

Commencing at the Southwest corner of Section 20, Township 5 North, Range 2 East, Salt Lake Base and Meridian, as marked by a Rebar with a plastic cap marked L.S. 144078; thence 1,171.94 feet North 00°12'38" West along the Section line; thence 1,731.26 feet North 89°47'22" East to the East right of way line of Silver Leaf Drive, being the true POINT OF BEGINNING; and running thence Northeasterly along the arc of a 230.00 foot radius curve to the left a distance of 75.54 feet (Center bears North 25°19'31" West, Central Angle equals 18°49'05", and Long Chord bears North 55°15'56" East 75.20 feet) along said East right of way line; thence South 71°48'29" East 46.79 feet to a point of curvature; thence Southeasterly along the arc of a 210.17 feet radius curve to the right a distance of 123.10 feet (Central Angle equals 33°33'29", and Long Chord bears South 55°01'45" East 121.35 feet) to a point of non-tangent curvature of which the radius point lies North 40°09'51" East; thence Southeasterly along the arc of a 182.81 feet radius curve to the left a distance of 95.00 feet (Central Angle equals 29°46'32", and Long Chord bears South 64°43'25" East 93.94 feet); thence South 79°36'41" East 63.74 feet to a point of non-tangent curvature of which the radius point lies North 02°28'35" East; thence Northeasterly along the arc of a 93.90 feet radius curve to the left a distance of 97.91 feet (Central Angle equals 59°44'22", and Long Chord bears North 62°36'24" East 93.53 feet); thence North 32°44'13" East 56.30 feet; thence South 57°15'47" East 60.00 feet; thence South 32°44'13" West 56.30 feet to a point of curvature; thence Southwesterly along the arc of a 153.90 feet radius curve to the right a distance of 78.22 feet (Central Angle equals 29°07'07", and Long Chord bears South 47°17'47" West 77.38 feet) to a point of non-tangent curvature of which the radius point lies South 35°04'46" West; thence Southeasterly along the arc of a 351.17 feet radius curve to the right a distance of 144.71 feet (Central Angle equals 23°36'37", and Long Chord bears South 43°06'56" East 143.69 feet); thence South 31°18'38" East 173.78 feet to Grantors South Property line; thence North 65°26'26" West 106.94 feet along said South Property line; thence North 31°18'38" West 85.26 feet to a point of curvature; thence Northwesterly along the arc of a 291.17 feet radius curve to the left a distance of 192.94 feet (Central Angle equals 37°57'57", and Long Chord bears North 50°17'36" West 189.43 feet); thence North 79°36'41" West 52.24 feet to a point of curvature; thence Northwesterly along the arc of a 242.81 feet radius curve to the right a distance of 133.21 feet (Central Angle equals 31°25'58", and Long Chord bears North 63°53'42" West 131.54 feet) to a point of non-tangent curvature of which the radius point lies South 53°42'56" West; thence Northwesterly along the arc of a 150.17 feet radius curve to the left a distance of 93.11 feet (Central Angle equals 35°31'25", and Long Chord bears North 54°02'47" West 91.62 feet); thence North 71°48'29" West 92.13 feet to the POINT OF BEGINNING.

S# 03-005-108, P# 00-0002-7340

S# 03-005-106, P# 00-0065-7539

S# 03-005-108-06, P# 00-0074-4826