

027808

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

E 142702 B 338 P 1120  
Date 21-Sep-2017 02:45PM  
Fee: \$46.00 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)

**AGREEMENT WITH EASEMENTS AND COVENANTS THAT RUN WITH THE LAND**

AGREEMENT, made this 20 day of September, 2017, by and between WILKINSON FAMILY FARM, LLC, a Utah limited liability company ("Seller") and MOUNTAIN GREEN INVESTMENTS, LLC, a Utah limited liability company, ("Purchaser").

**WITNESSETH:**

WHEREAS, Seller is the owner of certain agricultural property in Morgan County, State of Utah and more particularly described on Exhibit A attached to this Agreement (the "Wilkinson Farm").

WHEREAS, The Wilkinson Farm was formerly under contract for development as the Cottonwoods Subdivision, Morgan County, State of Utah ("Subdivision"); thus the Wilkinson Farm comprises phases 5-9 of the Subdivision ("Remaining Phases") and will be referred to in this Agreement as such, and as set forth more particularly in Exhibit B.

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, all of Seller's right, title and interest in and to phase 8 of the Subdivision as more particularly described in Exhibit C attached hereto ("Property"), upon the terms, conditions and provisions set forth in this Agreement.

WHEREAS, Seller and Purchaser desire to protect the value of the Property and the Remaining Phases for possible residential use and development, Seller desires to retain a general easement which shall cover the Property for ingress and egress, installation and maintenance of utilities and other improvements constructed in conjunction with development of the Remaining Phases.

WHEREAS, Purchaser agrees to encumber the Property with easement referred to herein for the benefit of the Remaining Phases and with certain easements and rights of way over and across Property for the benefit of the Remaining Phases, which shall be utilized by Seller, or by its assigns or successors in interest.

WHEREAS, At the present time, Purchaser does not intend to immediately begin development of the Property, and Seller and Purchaser do not know when development of the respective properties may begin.

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.

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. As used in this Agreement:

- a. "Owners of the Property" shall include the Purchaser, its heirs, successors, and assigns.
- b. "Owner of the Remaining Phases" shall include Seller, and its heirs, successors, and assigns.
- c. "Run with the Land" shall mean that the rights created in each such paragraph herein which "runs with the land" shall inure to the benefit and use of the owner of the parcel referred to in each such paragraph, and to their heirs, successors, and assigns, as well as to the benefit and use (or burden) of the owners of the other property benefited by (or burdened by) such rights, and to their heirs, successors, and assigns.

2. Grant of Easement. The Owners of Property hereby convey and warrant to the owners of the Remaining Phases non-perpetual, non-exclusive easements over and across Property necessary for the installation, maintenance, and operation of any and all required utilities and improvements necessary to permit development of the Remaining Phases ("Improvements"). The Improvements may be installed and constructed at once or at various times as deemed reasonably necessary by the Owners of the Remaining Phases. Such easements shall be reasonable and shall not unreasonably interfere with the use and enjoyment of the Property by the Owners of the Property. Prior to installation of construction of any the Improvements, the Owners of the Remaining Phases shall provide notice and a description of any such Improvements to the Owners of the Property so that the Owners of the Property may up-size or otherwise adjust the size or capacity of the Improvements in such a manner as to allow for development of the Property and connection to the Improvements. The Owners of the Remaining Phases shall pay all costs of such installation, maintenance and operation Improvements. Provided however that the Owners of the Property shall pay such portion of the installation, maintenance and operation as is attributable to the Property and the benefit derived by the Property from changes made to the Improvements at the request of the Owners of the Property. The rights created herein shall run with the land. The easement provided in this paragraph shall terminate when The Remaining Phases have been sold and final subdivision plats approved which do not require any of the Improvements listed in this paragraph 2.

3. Indemnification. The owners of The Remaining Phases covenant and agree not to unreasonably interfere with the use and enjoyment of the Property during any construction of improvements across Property and their development and construction on the Remaining Phases. The owners of the Remaining Phases shall be responsible to the owners of Property for all damages done to the Property and improvements thereto, and other incidental damages caused by the construction and development. The rights granted and reserved herein shall run with the land.

4. Notice. The exact location of the easements described above cannot be precisely determined until the Remaining Phases are developed. Prior to the development of the Remaining Phases the owners of the Remaining Phases shall contact the owners of Property and shall precisely determine the exact location of any such easement. The intent of the parties hereto is to provide an easement or easements across undevelopable portions of the Property for the Improvements in such a manner that the benefits conferred to the Remaining Phases and Property are maximized while at the same time the burdens upon the Property are minimized. The rights granted herein shall run with the land

5. 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, 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.

6. Maintenance. Mountain Green Investment will be responsible for maintaining the easement as set forth herein. 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. Maintenance of the easement by Mountain Green Investment does not include any obligation by Mountain Green Investment to repair or replace the Improvements within the easement areas which were installed by and used solely for the benefit of other phases. Maintenance, repair and replacement of Improvements that serve and benefit solely the other phases (outside the Phase 8 Property purchased herein by Buyer) shall be the responsibility of the owners of the other phases. Improvements that serve and benefit other phases and the Phase 8 property shall be maintained, repaired and replaced as a shared expense of those phases, lots and properties served and benefitted by the Improvements. The sharing of expenses, including the expense of returning the Property to the condition it was in prior to any maintenance, repair or replacement work, shall be prorated based on the total number of lots and properties served and benefitted by the Improvements.

7. 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.

8. 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.

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

10. 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.

11. 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.

12. 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.

13. 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

14. 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  
5827 N. Sage Crest Rd.  
Mountain Green, UT 84050

15. 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.

16. 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.

17. Exhibit List.

Exhibit A	Legal Description of Wilkinson Family Farm Property
Exhibit B	Legal Description of Phases 5-9 of the Subdivision
Exhibit C	Legal Description of the Phase 8

*[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 INVESEMENT COMPANY, LLC**, a Utah limited liability company

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

STATE OF UTAH )  
 : ss.  
COUNTY OF WEBER )

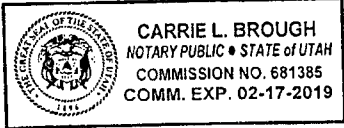
On this 20 day Sept., 2017, personally appeared before me Kathy W. Collins and Rex G. Wilkinson, the Managers of WILKINSON FAMILY FARM, LLC, a Utah limited liability company, with whom I am personally acquainted, and who acknowledged that such person executed the foregoing instrument by authority; and 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.

Carrie L. Brough  
Notary Public



STATE OF UTAH            )  
                                      : ss.  
COUNTY OF WEBER        )

On this 20 day Sept., ~~2016~~ <sup>2017</sup>, 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.



Carrie L. Brough  
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 19°35'14"; thence South 29°55'13" West 313.18 feet; thence North 88°55'15" 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**  
MAP OF SUBDIVISION PHASES 5-9

E 142702 B 338 P1128







EXHIBIT C

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# 00-0069-7539