



WHEN RECORDED, MAIL TO:
R. Willis Orton, Esq.
Kirton | McConkie
50 E. South Temple, Suite 400
Salt Lake City, UT 84111

Mail Tax Notices to Grantee at:
Stephen L. Gubler
250 Snow Canyon Drive #49
Ivins, UT 84738

For Information only:
Portion of Tax Parcel Nos.: AV-1311-A-1; AV-1311-A-7; AV-1-2-20-440

(Space above for Recorder's use only)

ACCESS AND UTILITIES EASEMENT

THIS ACCESS AND UTILITIES EASEMENT (this "Easement") is made this _____ day of _____, 2015, by and between MAJESTIC DEVELOPMENT LLC, a Utah limited liability company ("Grantor"), and STEPHEN L. GUBLER, an individual ("Grantee").

RECITALS

A. Grantor owns certain real property (the "Grantor's Parcel") located in Washington County, Utah.

B. Grantee owns certain real property (the "Grantee's Parcel") located adjacent to the Grantor's Parcel, in Washington County, Utah. The Grantee's Parcel is more particularly described in the legal description on Exhibit A, attached hereto and incorporated herein by this reference.

C. Grantee desires to obtain from Grantor a nonexclusive perpetual access easement on, over, and across a portion of the Grantor's Parcel (the "Easement Area") for the benefit of the Grantee's Parcel and for the purposes more particularly described herein, and Grantor is willing to grant the easement to Grantee for such purposes subject to the terms and conditions set forth herein. The Easement Area is more particularly described in the legal description on Exhibit B, attached hereto and incorporated herein by this reference.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor declares as follows:

1. Grant of Easement. Grantor hereby grants, conveys and warrants to Grantee a perpetual non-exclusive easement on, over, under, and across the Easement Area for the benefit of the Grantee's Parcel and for the purposes of installing, constructing, designing, using,

operating, maintaining, repairing, altering, inspecting, relocating, and/or replacing: (i) an access way to be used for pedestrian and vehicular (including construction equipment) ingress and egress into and out of the Grantee's Parcel (the "Road"); and (ii) any and all desired, or necessary, utilities, including, but not limited to, water, sanitary sewer, storm water drainage, electricity, telecommunications, and natural gas. Pursuant to this Easement, Grantee, and Grantee's agents, employees, patrons, guests, invitees, and contractors ("**Grantee's Agents**") shall have continued access rights over the Easement Area for the purposes set forth above. The easement and access provided for in this Easement will permit Grantee to: (a) access and use the Easement Area both for its existing use and for any possible future use Grantee's Parcel may be put to; and (b) access and use the Easement Area for ingress and egress to and from Grantee's Parcel and any other real property owned by Grantee located in the vicinity of Grantee's Parcel (whether specifically described herein or not).

2. Access. Grantee and Grantee's Agents shall have the right to enter upon the Easement Area for the purposes permitted by this Easement. Grantor agrees not to obstruct Grantee's use of the Easement Area as granted herein. Grantor reserves the right to use the Easement Area in a manner not inconsistent with the easements conveyed to Grantee herein.

3. Duration. This Easement shall continue indefinitely, shall run with the land, and shall terminate only upon: (i) written and recorded agreement of all of the parties or their respective successors in title; or (ii) the formal written and recorded abandonment by Grantee of this Easement. Upon any such event, Grantee will execute a recordable document that causes this Easement to revert to Grantor or its successors in title.

4. Dedication. Grantee may NOT at any time dedicate and convey this Easement to Apple Valley City, or to the governing authority having jurisdiction over public right-of-ways (the "**Governmental Entity**"), which may include the conveyance of both the Easement and the underlying property to the Governmental Entity for use by the public as a public utility and access right-of-way. Both parties agree that the Grantee may at any time elect to improve the Easement Area only upon written approval by the Grantor, which will not be unreasonably withheld. Grantee will submit any drawing or concepts of an improvement to the Grantor for inspection and approval by the Grantor. Grantor will in no way be obligated to construct improvements or infrastructure related to the execution of such documents.

5. Miscellaneous.

5.1 Run with the Land/Successors. Subject to the terms and conditions of this Easement, the easement granted herein shall be perpetual and shall run with the land, and the terms and conditions of this Easement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

5.2 Authority. The individuals signing for the respective entities make the following representations: (i) he/she has read this Easement, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute this Easement acting in said capacity.



5.3 **Enforceability and Litigation Expenses.** If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Easement or if a party finds it necessary to retain an attorney to enforce its rights under this Easement, the parties will be responsible for their own costs, including attorneys' fees.

5.4 **Counterparts.** This Easement may be executed in any number of counterparts, provided each counterpart is identical in its terms. Each such counterpart, when executed and delivered will be deemed to be an original, and all such counterparts shall be deemed to constitute one and the same instrument. For convenience in recording, signature pages from multiple counterparts may be detached from their counterparts and attached to a single counterpart to be recorded.

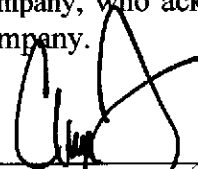
IN WITNESS WHEREOF, Grantor has executed this Easement on the day and year first above written.

Grantor: MAJESTIC DEVELOPMENT LLC,
a Utah limited liability company

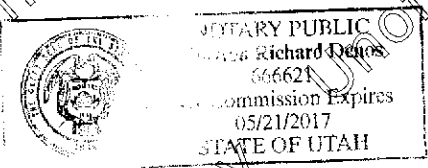
By: 
Jack D. Raleigh, Manager

STATE OF UTAH)
) ss
COUNTY OF Washington

On this 24 day of March, 2015, personally appeared before me Jack D. Raleigh, known or satisfactorily proved to me to be the Manager of MAJESTIC DEVELOPMENT LLC, a Utah limited liability company, who acknowledged to me that he signed the foregoing instrument as Manager for said company.



Notary Public for Utah



Grantee:

Stephen L. Gubler
Stephen L. Gubler, an individual

STATE OF UTAH)
) :SS
COUNTY OF Washington)

On the 24 day of March, 2015 personally appeared before me Stephen L. Gubler, an individual, who acknowledged that he executed the foregoing easement.

[Signature]

Notary Public for the State of Utah

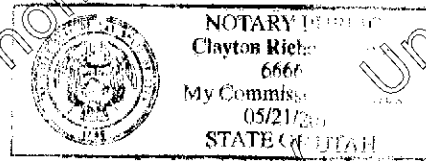


EXHIBIT A

(Legal Description of Grantee's Parcel)

The real property situated in the County of Washington, State of Utah, specifically described as:

Commencing at the Northwest Corner of Section 20, Township 42 South, Range 11 West, Salt Lake Base and meridian and running thence North $89^{\circ}59'31''$ East 1320.18 feet to the Northeast Corner of the Northwest Quarter of the northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of said Section 20; thence South $0^{\circ}04'22''$ East 555.0 feet along the $1/16^{\text{th}}$ Section line; thence South $81^{\circ}49'22''$ West 358.217 feet to the TRUE POINT OF BEGINNING; thence South $81^{\circ}49'22''$ West 310.043 feet; thence South $65^{\circ}40'$ West 178.75 feet; thence South $8^{\circ}11'50''$ East 256.52 feet; thence South $81^{\circ}48'10''$ West 92.64 feet to a point of tangency with a 500 foot radius curve to the right; thence Northwesterly along the arc of said curve 301.19 feet, through a central angle of $34^{\circ}30'50''$; thence North $63^{\circ}41'$ West 17.68 feet to a point on a 187.31 foot radius curve with a radius line bearing of South $26^{\circ}19'$ West, (said point being the south east corner of lot 124 of APPLE VALLEY RANCH SUBDIVISION, GOOSE BERRY UNIT NO. 1, according to the official plat thereof on file in the office of the Washington County Recorder, State of Utah) thence South Easterly along the Easterly and Northerly boundary of said SUBDIVISION through the following courses and distances, to the right, along the arc of said curve thru a central angle of $38^{\circ}37'25''$ a distance of 126.273 feet to a point of intersection with a non tangent 550 foot radius reverse curve to the left with a radius line bearing of North $15^{\circ}55'16''$ East; thence South Easterly to the left along the arc of said curve 231.519 feet through a central angle of $24^{\circ}07'06''$; thence North $81^{\circ}48'10''$ East 574.392 feet; thence departing from the boundary of said APPLE VALLEY RANCH SUBDIVISION, GOOSEBERRY UNIT NO. 1 and running North $8^{\circ}11'50''$ West 356.09 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

(Legal Description of the Easement Area)

The real property situated in the County of Washington, State of Utah, specifically described as:

Commencing at the Northwest Corner of Section 20, Township 42 South, Range 11 West, Salt Lake Base line and Meridian, and running thence North $89^{\circ}59'31''$ East 1320.18 feet to the Northeast Corner of the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}, NW\frac{1}{4}$) of said Section 20; thence South $0^{\circ}04'22''$ East 864.067 feet along the $1/16^{\text{th}}$ Section Line to the TRUE POINT OF BEGINNING; thence continuing South $0^{\circ}04'22''$ East along the $1/16^{\text{th}}$ Section Line, 369.59 feet to a point where the Easterly prolongation of the centerline of Smithsonian Way intersects with the $1/16^{\text{th}}$ Section Line; Thence South $85^{\circ}48'31''$ West along said Center Line, 1.0 feet to a point of curvature of a non tangent 50.00 foot radius curve to the left, having a radius line bearing south $85^{\circ}48'31''$ West, said point being on the easterly boundary of APPLE VALLEY RANCH GOOSEBERRY, Unit NO. 1 Subdivision according to the official plat thereof on file in the office of the Washington County Recorder, State of Utah; thence northwesterly along the easterly boundary of said APPLE VALLEY RANCH GOOSEBERRY UNIT NO. 1 SUBDIVISION and along the arc of said curve, through a central angle of $84^{\circ}53'09''$, a distance of 74.0769 feet to the Southeasterly corner of lot 106 of said APPLE VALLEY RANCH GOOSEBERRY UNIT NO. 1 SUBDIVISION; Thence continuing along the Easterly and Northerly boundary of said APPLE VALLEY RANCH GOOSEBERRY UNIT NO. 1 SUBDIVISION through the following courses and distances, North $0^{\circ}04'22''$ West, 236.81 feet to the beginning of a 25.00 foot radius curve to the left; thence Northwesterly along the arc of said curve, 42.815 feet, through a central angle of $98^{\circ}07'28''$; thence South $81^{\circ}48'10''$ West 228.07 feet; thence departing from the APPLE VALLEY RANCH GOOSE BERRY UNIT NO.1 boundary running North $8^{\circ}11'50''$ West 50.0 feet; thence North $81^{\circ}48'10''$ East 314.538 feet to the TRUE POINT OF BEGINNING.