

131 / 101

2325792

BK 4423 PG 307

**RETURNED**  
DEC 05 2007

**When Recorded Please Return To:**

Woodside Sunset Farms, LLC  
Attn: Nathan Pugsley  
39 E. Eagleridge Drive, Suite 100  
North Salt Lake, UT 84054

E 2325792 B 4423 P 307-316A  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
12/06/2007 10:33 AM  
FEE 162.00 Pgs: 10  
DEP RT REC'D FOR WOODSIDE HOMES CO  
RP

**AMENDED AND RESTATED  
DECLARATION OF CONSTRUCTION EASEMENT  
AND  
DRAINAGE EASEMENTS**

This Amended and Restated Declaration of Construction Easement and Drainage Easements ("Amended Easement") is entered into to be effective as of the 29 day of November 2007, by and between Scott W. Hirschi and Dawna Lou H. Hirschi, Trustees of the Scott W. Hirschi Family Living Trust, U/A May 3, 2000, Scott W. Hirschi and Dawna Lou H. Hirschi, Trustees of the Donna Lou H. Hirschi Family Living Trust, U/A May 3, 2001, and Denise H. Jones and Tod B. Jones, Trustees of the Denise H. Jones Trust, U/A 9-22-04 (collectively herein "Grantor") and Woodside Sunset Farms, LLC, a Utah limited liability company, and its successors and assigns (collectively referred to herein as "Grantee").

**RECITALS**

A. WHEREAS, Grantor and Grantee previously entered into that certain Declaration of Construction Easement and Drainage Easements that was recorded in the official records of Davis County, Utah on September 12, 2006 as Entry No. 2201026 in Book No. 4115 beginning at Page No. 1485 (the "Original Easement").

B. WHEREAS, this Amended Easement is intended to amend and restate the Original Easement in its entirety.

C. WHEREAS, Grantor is the owner of that certain real property located in Kaysville City (the "City"), Davis County, Utah and described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Drainage Improvements Easement Area").

D. WHEREAS, Grantee is the owner of those certain parcels of real property described on Exhibits "B" attached hereto and incorporated herein by this reference (collectively the "Grantee's Property"); and

E. WHEREAS, Grantee desires to obtain and Grantor is willing to grant, a nonexclusive easement over the Drainage Improvements Easement Area as is reasonably necessary to construct the improvements authorized herein, which easement shall include a right to locate, install, construct, use, access, repair and maintain certain drainage improvements in

accordance with plans approved by the City and in connection with Grantee's development of the Grantee's Property (the "City-Approved Plans");

F. WHEREAS, Grantee desires to obtain and Grantor is willing to grant, a nonexclusive easement over the entirety of the Drainage Improvements Easement Area for the disposal, diversion and discharge of storm water runoff and other drainage generated by or from the Grantee's Property; and

G. Grantor is willing and able to grant the desired easements to Grantee upon the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Drainage Easement. Grantor hereby grants to and for the benefit of Grantee and Grantee's affiliates, agents, employees, contractors, subcontractors, successors and assigns, and any person or entity which at any time has any interest in the Drainage Improvements Easement Area (including without limitation any owners association created for the Drainage Improvements Easement Area or any part thereof or any municipality, county or state or subdivision thereof), a perpetual non-exclusive access and drainage easement on, over, under, across and through the entirety of the Drainage Improvements Easement Area for purposes of: (a) ingress and egress to and from the Drainage Improvements Easement Area as may reasonably be necessary to permit the installation, construction, repair, replacement, operation and maintenance of drainage lines, pipes and related improvements to, upon or adjacent to the Grantee's Property and the Drainage Improvements Easement Area, (b) storage of equipment, machinery, dirt and other materials related to work being conducted (or to be conducted) within the Drainage Improvements Easement Area, and (c) disposing, diverting and draining storm water runoff and other drainage generated by or from the Grantee's Property on, over, under, across and through the Drainage Improvements Easement Area.

2. Grantor's Obligations. Grantor covenants not to construct any improvements on the Drainage Improvements Easement Area that would interfere with the construction or maintenance of the drainage improvements constructed by the Grantee. Grantor shall not have any responsibility to maintain any of the drainage improvements constructed by Grantee.

3. Runs With the Land. The easements granted by this Amended Easement shall be appurtenant to and shall run with the Drainage Improvements Easement Area. The term "Grantor" shall include successors in title to the Drainage Improvements Easement Area.

4. Miscellaneous:

(a) If necessary or desirable, this easement grant shall also be deemed to be an easement in gross and the benefits hereof shall be assignable by Grantee, in whole or in part, to any municipality, county or state or subdivision thereof, utility provider or entity, or to a homeowner's association which utilizes the easements herein described. Upon the assignment of all of Grantee's rights hereunder, Grantee shall be released from any other obligations under this Amended Easement.

(b) If any terms, provisions or covenant contained in this Amended Easement shall to any extent, be invalid or unenforceable, the remainder of this Amended Easement shall not be affected thereby, and each term, provision and condition hereof shall be valid and enforceable to the fullest extent permitted by law.

(c) This Amended Easement shall be governed by and construed in accordance with the laws of the State of Utah.

(d) The captions of the paragraphs hereof are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

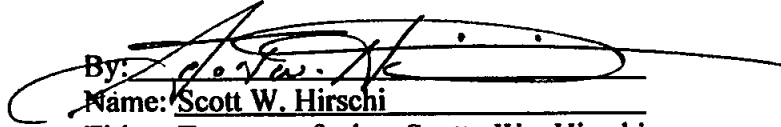
(e) This Amended Easement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.


(f) The Parties hereto shall reasonably cooperate with each other and shall execute such other documents as may be reasonably necessary to fulfill the intentions of this Amended Easement and the requirements of the City with respect to this Amended Easement; provided, however, that any such cooperation by Grantor shall be at no additional cost or expense to Grantor.

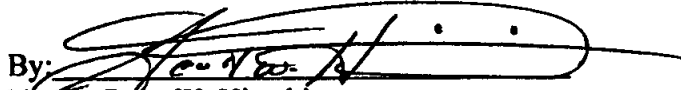
[Signature Page Follows on Next Page.]

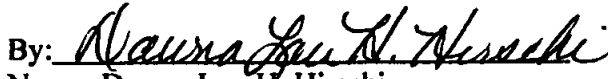
IN WITNESS WHEREOF, the parties hereto have executed this Amended Easement as of the date first above written.

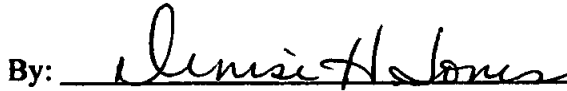
**GRANTOR:**


By:   
Name: Scott W. Hirschi  
Title: Trustee of the Scott W. Hirschi  
Family Living Trust, U/A May 3, 2000

By:   
Name: Dawna Lou H. Hirschi  
Title: Trustee of the Scott W. Hirschi  
Family Living Trust, U/A May 3, 2000

By:   
Name: Scott W. Hirschi  
Title: Trustee of the Dawna Lou H. Hirschi  
Family Living Trust, U/A May 3, 2001

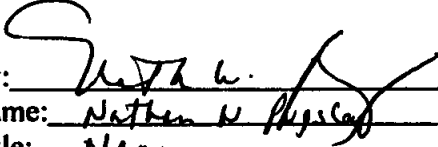
By:   
Name: Dawna Lou H. Hirschi  
Title: Trustee of the Dawna Lou H. Hirschi  
Family Living Trust, U/A May 3, 2001

By:   
Name: Denise H. Jones  
Title: Trustee of the Denise H. Jones Trust,  
U/A 9-22-04

By:   
Name: Tod B. Jones  
Title: Trustee of the Denise H. Jones Trust,  
U/A 9-22-04

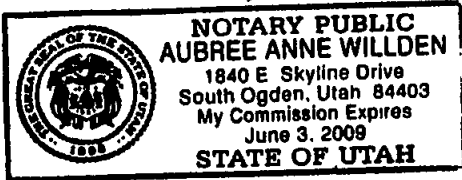
**GRANTEE:**

**WOODSIDE SUNSET FARMS, LLC, a Utah  
limited liability company**

By:   
Name: Nathan W. [unclear]  
Title: Manager

STATE OF UTAH )  
 ) ss.  
County of Davis )

This instrument was acknowledged before me this 5<sup>th</sup> day of December, 2007, by Dawna Lou Hirschi, Trustee of the Scott W. Hirschi Family Living Trust, U/A May 3, 2000.

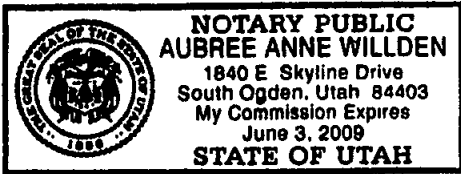


*[Handwritten Signature]*

Notary Public

STATE OF UTAH )  
 ) ss.  
County of Davis )

This instrument was acknowledged before me this 5<sup>th</sup> day of December, 2007, by Scott W. Hirschi, Trustee of the Scott W. Hirschi Family Living Trust, U/A May 3, 2000.

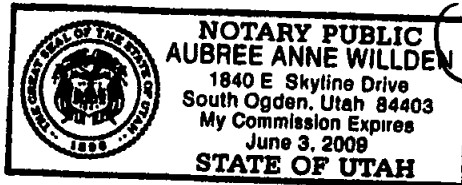


*[Handwritten Signature]*

Notary Public

STATE OF UTAH )  
 ) ss.  
County of Davis )

This instrument was acknowledged before me this 5<sup>th</sup> day of December, 2007, by Dawna Lou Hirschi, Trustee of the Donna Lou H. Hirschi Family Living Trust, U/A May 3, 2001.

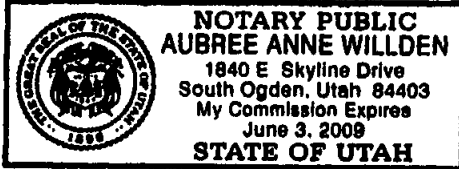


*[Handwritten Signature]*

Notary Public

STATE OF UTAH )  
 ) ss.  
County of Davis )

This instrument was acknowledged before me this 5th day of December, 2007, by Scott W. Hirschi, Trustee of the Donna Lou H. Hirschi Family Living Trust, U/A May 3, 2001.

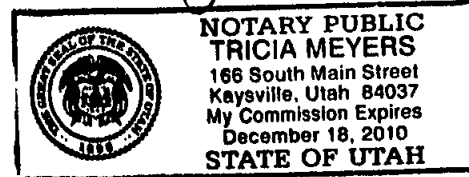


[Signature]  
Notary Public

STATE OF UTAH )  
 ) ss.  
County of Davis )

This instrument was acknowledged before me this 29 day of November, 2007, by Denise H. Jones, Trustee of the Denise H. Jones Trust, U/A 9-22-04.

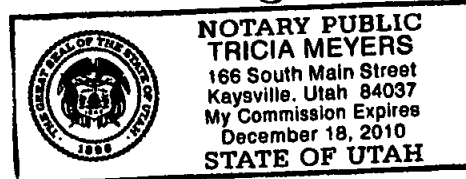
[Signature]  
Notary Public



STATE OF UTAH )  
 ) ss.  
County of Davis )

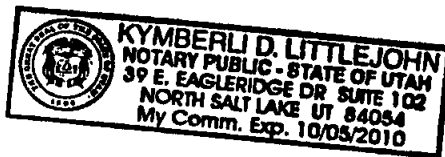
This instrument was acknowledged before me this 29 day of November, 2007, by Tod B. Jones, Trustee of the Denise H. Jones Trust, U/A 9-22-04.

[Signature]  
Notary Public



STATE OF UTAH )  
 ) ss.  
County of Davis )

This instrument was acknowledged before me this 5th day of December, 2007, by Nathan W. Pugaskey, a Manager of Woodside Sunset Farms, LLC, a Utah limited liability company.



[Signature]  
Notary Public

**EXHIBIT "A"**

**DRAINAGE IMPROVEMENTS EASEMENT AREA**

**Legal Description and Depiction**

**HIRSCHI DRAINAGE EASEMENT (SOUTH END)**

A 30.00 foot wide perpetual drainage easement located in the South Half of Section 9, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah more fully described as follows:

08-023-0040  
BEGINNING at a point on the proposed westerly right-of-way line of Angel Street said point is South 00°16'04" East 225.16 feet to a point of tangency of a 370.00 foot radius curve to the right, and southerly 6.38 feet along said curve through a central angle of 00°59'16" from the Center Quarter Corner of Section 9, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah; and thence continuing southerly along said curve through a central angle of 05°13'42", a distance of 33.76 feet; thence South 66°03'56" West 79.96 feet to the easterly boundary line of the Utah Power & Light parcel as recorded in Book 646 Page 953 of the Davis County records; thence coincident with said easterly boundary line North 37°52'22" West 30.91 feet; thence North 66°03'56" East 102.87 feet to the POINT OF BEGINNING. Said easement and right-of-way contains 2,751 square feet or 0.06 acres, more or less.

AND

**HIRSCHI DRAINAGE EASEMENT (NORTH END)**

A 15.00 foot wide perpetual storm drain easement and right-of-way located in the Northwest Quarter of Section 9 and the Southwest Quarter of Section 4, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah described as follows:

08-021-0015,0040  
0200  
Beginning at the North Quarter Corner of Section 9, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah; thence South 00°16'22" East 15.18 feet along the Quarter Section line; thence North 81°27'18" West 424.50 feet to the edge of water on an existing pond; thence generally along the edge of water North 08°32'42" East 15.00 feet; thence South 81°27'18" East 422.17 feet to the POINT OF BEGINNING. Said easement and right-of-way contains 6,350sq.ft. or 0.15 acres, more or less.



**EXHIBIT "B"****GRANTEE'S PROPERTY****Legal Description**

A parcel of land located in the South Half of Section 4 and the East Half of Section 9 and the West Half of Section 10, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah more fully described as follows:

BEGINNING at the southwest corner of the Reese property said point being South 89°49'36" West 2,460.60 feet coincident with the South line of the Northwest Quarter of Section 10 Township 3 North, Range 1 West, Salt Lake Base and Meridian, and South 132.77 feet from the Center Quarter Corner of said Section 10, and thence coincident with the west line of the Bill Dixon parcel South 09°10'36" East 89.26 feet; thence South 80°32'42" West 90.55 feet; thence South 72°03'49" West 79.49 feet; thence South 17°56'11" East 80.55 feet; thence South 20°58'14" West 61.37 feet; thence South 79°44'49" West 24.60 feet; thence coincident with the Grayson property the following 2 courses: South 06°34'25" East 215.70 feet and South 79°44'49" West 599.60 feet; thence South 06°33'51" East 6.21 feet; thence South 79°44'49" West 444.66 feet to the northeast corner of the Anderson property; thence coincident with the west and south line extended of said Anderson property South 01°11'25" East 637.90 feet and North 72°42'27" East 749.53 feet; thence South 01°08'00" East 260.04 feet; thence North 79°44'49" East 390.96 feet to a county road; thence coincident with said road South 06°34'25" East 60.12 feet; thence South 79°44'49" West 396.73 feet; thence South 01°08'00" East 648.08 feet thence South 68°38'57" West 104.31 feet to the south right-of-way line of the proposed Shoreland Drive; thence coincident with said right-of-way North 73°44'15" West 718.30 feet; thence North 16°48'03" West 214.78 feet to the north right-of-way line of the proposed Shoreland Drive; thence coincident with said line the following 2 courses: North 73°44'15" West 294.06 feet to a point of tangency of a 2,433.10 feet radius curve to the right; thence westerly 220.97 feet along said curve through a central angle of 05°12'13" to the east line of the Central Davis Sewer District Property; thence coincident with said property and its extension the following 2 courses: thence North 31°35'38" East 145.14 feet and North 23°56'39" West 1,755.72 feet; thence North 88°21'39" West 449.16 feet to the Center Quarter Corner of said Section 9; thence coincident with the West line of the Northeast Quarter of said Section 9 North 00°16'22" West 2,671.91 feet to the North Quarter Corner of said Section 9; thence coincident with the West line of the Southeast Quarter of Section 4 in said township and range North 00°15'26" West 1,316.63 feet to the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 4; thence coincident with the north line of the Southeast Quarter of the Southeast Quarter of said Section 4 South 88°50'02" East 1,322.80 feet; thence South 00°19'15" East 517.25 feet; thence North 89°44'49" East 1.89 feet; thence South 00°13'21" East 27.95 feet to the northwest corner of the proposed Belnap portion of Sunset Equestrian Estates; thence coincident with said Belnap portion the following 6 courses: North 89°46'39" East 204.97 feet, South 16°06'33" East 221.74 feet, South 01°21'33" East 179.95 feet, North 88°42'52" East 47.40 feet, South 16°51'58" East 197.39 feet, and South 08°58'42" East 296.09 feet to a boundary line agreement between Woodside Investments and Belnap; thence coincident with said boundary line agreement South 87°47'45" East 417.57 feet to the west right-of-way line of Sunset Drive said point being 33.00

*May  
Legal*

feet perpendicularly distant westerly from the monumented centerline of Sunset Drive; thence coincident with said right-of-way South 22°00'56" East 1,511.57 feet to the north line of the Horne property; thence coincident with the north and west lines of said Horne property and its extension South 62°58'04" West 565.43 feet and South 34°54'26" East 201.46 feet to a point on the west boundary of the Mitchell property; thence coincident with said Mitchell property the following 6 courses: South 22°52'01" East 107.62 feet, North 67°36'04" East 140.92 feet, South 22°27'54" East 15.00 feet, North 67°36'04" East 120.01 feet, North 41°00'58" East 33.52 feet, and North 67°36'04" East 225.81 feet to the west right-of-way line of said Sunset Drive; thence coincident with said right-of-way South 22°00'56" East 295.86 feet to the northeast corner of the Reese property; thence coincident with the north and west lines of said property the following 2 courses: South 58°11'14" West 339.11 feet and South 18°14'32" East 586.39 feet to the POINT OF BEGINNING. LESS and EXCEPTING the following parcel as described:

A parcel of land located in the Northeast Quarter of Section 9, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah more fully described as follows:

Beginning at a point on the north line of the property described in Book 2225 Page 712 in the Davis County Recorder's Office said point being South 00°16'22" East 660.00 feet coincident with the Quarter Section line common to the North and Center Quarter Corners of Section 9, Township 3 North, Range 1 West, of the Salt Lake Base and Meridian and North 89°45'02" East 429.00 feet coincident with said north property line from the North Quarter Corner of said Section 9, and thence continuing coincident with said north property line North 89°45'03" East 545.39 feet; thence North 70°29'18" East 145.81 feet; thence South 21°28'07" East 169.01 feet; thence South 19°30'42" East 698.30 feet; thence South 70°16'48" West 363.36 feet; thence North 25°09'52" West 16.34 feet to a point of tangency of a 572.50 foot radius curve to the right; thence northerly 56.48 feet along said curve through a central angle of 05°39'10"; thence North 19°30'42" West 114.40 feet to the south line of said property described in Book 2225 Page 712 of said records; thence coincident with said south line North 88°19'10" West 566.17 feet; thence North 00°16'22" West 695.57 feet to the POINT OF BEGINNING. Said parcel contains 14.61 acres, more or less.

(08-022-0044,0045)

Said overall parcel contains 252.29 acres, more or less

08-024-0005  
0018  
0022  
0028, 0029  
0033  
0036 thru 0037

08-022-0022  
0024  
0032  
0034  
0039  
0041 thru 0043

08-012-0007  
0041  
0051  
0054  
0056  
0062, 0063  
0065, 0066  
0070

08-126-0004

08-432-0801 thru 0845

08-410-0601 thru 0653

08-411-0701 thru 0706

08-023-0040

08-021-0015, 0040, 0020