

**When Recorded, Return to:**

Gardner Development  
ATTN: Rulon Gardner  
400 West 90 South, Suite 300  
Salt Lake City, UT

**RETURNED  
DEC 16 2009**

E 2499973 B 4922 P 261-268  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
12/16/2009 11:13 AM  
FEE \$27.00 Pgs: 8  
DEP RT REC'D FOR GARDNER BTS OLD F  
ARM LLC

08-435-0001,0002,0003

Space above for Recorder's use

**DECLARATION OF EASEMENTS**

This Declaration of Easements ("**Declaration**") is executed as of December 14, 2009, by Gardner BTS Old Farm, LLC, a Utah limited liability company ("**Declarant**"), whose address for purposes of this Declaration is 90 S 400 W, Ste 330, Salt Lake City, UT 84101.

**BACKGROUND**

A. Declarant owns certain real property located in Davis County, Utah, and legally described on Exhibit A ("**Property**").

B. The Property has been subdivided into Unit 1, Unit 2, Common Area, Limited Common Area for Planters, and Limited Common Area for Driveway, all as shown on the Plat for Phase 1 - The Village at Old Farm P.U.D., recorded December 31, 2007, as Entry Number 2331134 in the Davis County Recorder's Office ("**Plat**").

C. Declarant desires to establish certain access easements for the benefit of the Units and the respective fee owners of the Units (each, an "**Owner**", and collectively, the "**Owners**") for vehicular and pedestrian access over and across the property depicted on the Plat as Limited Common Area for Driveway, which property is legally described on Exhibit B to this Declaration ("**Easement Area**").

D. Declarant also desires to provide for certain mutual obligations of the Owners regarding maintenance of improvements located on the Easement Area.

NOW, THEREFORE, Declarant hereby declares as follows:

**1. Grant of Access Easement.**

(a) Declarant hereby grants, establishes, and creates for the benefit of the Owner of Unit 1, as an appurtenance to Unit 1, a perpetual nonexclusive easement and right-of-way upon, over, and across the Easement Area for pedestrian and vehicular ingress and egress to and from Unit 1.

(b) Declarant hereby grants, establishes, and creates for the benefit of the Owner of Unit 2, as an appurtenance to Unit 2, a perpetual nonexclusive easement and right-of-way upon, over, and across the Easement Area for pedestrian and vehicular ingress and egress to and from Unit 2.

2. **Maintenance.** The Unit Owners will keep and maintain the driveway situated upon the Easement Area in good condition and repair, and all costs and expenses reasonably incurred by the Unit Owners in connection with maintaining, repairing, and replacing the driveway (collectively, the "**Driveway Maintenance Costs**") will be apportioned equally among the Unit Owners, such that the Owner of Unit 1 bears 50% of the Driveway Maintenance Costs, and the Owner of Unit 2 bears 50% of the Driveway Maintenance Costs.

3. **No Merger of Interests.** The rights and interests of Declarant under this Declaration as the Owner of Unit 1 are separate and distinct from its rights and interests under this Declaration as the Owner of Unit 2 and are separate and distinct from its rights and interests under this Declaration as the Owner of the Easement Area. The fact that all interests in the Units and the Easement Area are, as of the date of this Declaration, vested in Declarant, will not cause a merger of those interests or any extinguishment of this Declaration or the rights and interests created by this Declaration. It is intended that no such merger occur and this Declaration remain in full force and effect from and after the date hereof.

4. **Amendment; Termination; Merger.** This Declaration may be amended or terminated only by a writing executed by the Unit Owners. The ownership of both Units by one person or entity will not result in a merger of the easements and rights granted herein.

5. **Binding Effect.** The covenants and agreements contained herein will run with the land and will be binding upon and inure to the benefit of the Unit Owners and the fee owner of the Easement Area and their respective successors and assigns.

6. **Severability.** Invalidation of anyone of the provisions of this Declaration by judgment or court order will in no way affect any other provisions, all of which will remain in full force and effect.

7. **No Rights in Public Generally.** The easements and the rights created, reserved, granted and established in this Declaration do not, are not intended to and will not be construed to create any easements, rights or privileges in and for the benefit of the general public.

8. **Governing Law.** The terms and conditions of this Declaration will be governed and construed under the laws of the State of Utah.

9. **Enforcement.** Enforcement of this Declaration may be by proceedings at law or in equity against any person or persons violating or attempting to violate any easement or covenant herein, either to restrain violation, or to recover damages, or otherwise or both. If any such enforcement action results in a judgment or award against the party against whom enforcement is sought, such judgment or award will also include reasonable attorneys' fees and costs of the party seeking enforcement.

10. **Notices.** Any notice to any Owner by another Owner will be sufficiently given if in writing and delivered personally, by courier or private service delivery, or on the third business day after deposit in the mail for certified mail, postage prepaid, return receipt requested, at the address of record for real property tax assessment notice with respect to the Owner's Unit.

*Remainder of Page Intentionally Left Blank – Signature Page Immediately Follows*



**Exhibit A**

Legal Description of the Property

All of Phase 1, The Village at Old Farm P.U.D., according to the official plat thereof on file in the Davis County Recorder's Office.

[For Reference Only: Affects Tax Parcel Serial Nos. 08-435-0001, 08-435-0002, and 08-435-0003]



**Exhibit B**

**Legal Description of the Easement Area**

BK 4922 PG 267

Common Area

EAST 27:18'

27:66'

17:15'

82:25'

18:13'

N00°23'55"E

NORTH

NORTH 40.75'

NORTH

S01°38'04"W

17:35'

27:06'

EAST 27:18'

N89°36'05"W

61.55'

(N 89° 36' 10" W of Record)

34:49'

21:15'

17:11'

S01°18'57"E

N 162099.54  
E 108305.37

N 162181.79  
E 108305.37

N01°38'04"E

15.77'

45:59'

S88°21'56"E 128.38'

34:10'

EXHIBIT B<sup>u</sup>

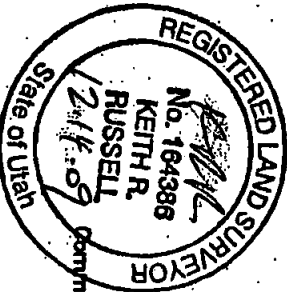
33' (WEST LINE)

33'

69' ROW

S39°09'51"W

146.87'



10' PUBLIC UTILITY EASEMENT

LIMITED LIABILITY

Common Area

Common Area

Common Area

Common Area

North  
MAIN STREET  
(SP 106)

S88°43'03"W

110.97'

89:82'

N87°34'05"W 48.63'

(N 87° 34' 10" W of Record)

KRR

December 14, 2009

**Limited Common Area Description  
The Village at Old Farm P.U.D. – Phase 1  
Farmington, Utah**

Exhibit A is the Limited Common Area as shown on the recorded plat,  
Exhibit B is the Limited Common Area that is described hereon.

The purpose of this document is to amend the Limited Common Area on the recorded plat of The Village at Old Farm P.U.D. – Phase 1, recorded as Entry no. 2331134, in Book 553 as Page 4439 in the office of the Davis Country Recorder from that on said plat and shown herein on Exhibit B and define the Limited Common Area as described herein and illustrated on Exhibit A.

Description of Limited Common Area shown on Exhibit A

Beginning at a point on the east line of the boundary of The Village at Old Farm P.U.D. – Phase 1 as recorded in the office of the Davis Country Recorder, said point being on the west line of Main Street, SR 106,) and being North 39°09'51" West 50.23 feet along the boundary of said plat from the Southeast Corner of said plat, and running;  
Thence North 83°12'34" West 16.10 feet;  
Thence South 89°34'26" West 21.92 feet;  
Thence South 84°39'08" West 21.32 feet;  
Thence westerly 23.47 feet along the arc of a 22.00 foot radius curve to the right, (center bears North 31°10'43" West and long chord bears South 89°23'22" West 22.37 feet, with a central angle of 61°08'09");  
Thence South 89°41'54" West 21.05 feet;  
Thence South 0°18'06" East 9.50 feet;  
Thence South 89°41'54" West 10.00 feet to the east line of Unit 1 on said plat;  
Thence North 0°18'06" West 57.00 feet along the east line of Unit 1 to and along the east line of Unit 2 on said plat;  
Thence North 89°41'54" East 10.00 feet;  
Thence South 0°18'06" East 9.50 feet;  
Thence North 89°41'54" East 21.04 feet;  
Thence southeasterly 43.67 feet along the arc of a 22.00 foot radius curve to the right, (center bears South 30°35'17" East and long chord bears South 63°43'00" East 36.85 feet, with a central angle of 113°44'34");  
Thence South 76°22'49" East 11.91 feet;  
Thence North 87°40'07" East 12.24 feet;  
Thence North 66°28'10" East 7.64 feet to the aforementioned east line of said plat, also being the west line of Main Street, SR 106);  
Thence South 39°09'51" East 28.30 feet along the east line of said plat to the point of beginning.

Contains 3,374 square feet, 0.078 acres.

