

WHEN RECORDED MAIL TO:

David E. Gee, Esq.
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185 South State Street, Suite 1300
Salt Lake City, Utah 84111

3000

David E. Gee
Spencer [unclear]

DEC 30 9 58 AM '83

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

DECLARATION OF EASEMENTS,
COVENANTS AND RESTRICTIONS

3887069

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (the "Declaration") is made and entered into this ^{29th} day of December, 1983, by and between MT. JORDAN, LIMITED, a Utah limited partnership, and GREAT SALT LAKE COUNCIL BOY SCOUTS OF AMERICA, a Utah corporation ("Grantee").

RECITALS

A. Grantor owns a tract of real property ("Tract A") located in Salt Lake County, State of Utah, the legal description of which is set forth on Exhibit "A".

B. Grantor, contemporaneously with the execution of this Declaration, is conveying to Grantee as a charitable donation a tract of real property ("Tract B") located adjacent to Tract A in Salt Lake County, State of Utah, the legal description of which is set forth on Exhibit "B".

C. Grantee desires for Grantor to grant and convey an easement appurtenant to and across Tract A in order to provide access to Tract B for certain limited purposes, and Grantor desires to grant such easement but only upon the terms and conditions and for the purposes set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Easements and Covenants with Respect to Tract A.

(a) Grantor hereby grants and conveys to Grantee a nonexclusive easement (the "Easement"), sixty (60) feet wide, appurtenant to and across Tract A for the purpose of allowing vehicular and pedestrian traffic access between the public streets and Tract B for nonprofit, noncommercial purposes related to camping and recreation, including use thereof by uniformed police officers. The initial location of the Easement, which is

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subject to change in accordance with the provisions of subsection 1(f) hereof, is set forth in Exhibit "C". Notwithstanding any other provision of this Section 1, the Easement shall cease immediately, and all right, title and interest therein of Grantee, its heirs, successors and assigns shall terminate automatically in the event the Easement is used for any purpose other than for vehicular and pedestrian traffic for nonprofit, noncommercial purposes related to camping and recreation, including use thereof by uniformed police officers.

(b) Subject to subsection 1(c) hereof, Grantee hereby represents, agrees and covenants that within six (6) months after the date hereof it will construct or cause to be constructed, at its sole expense, a twenty-five (25) foot gravel access roadway (the "Roadway") on the Easement in accordance with good construction practices; provided, however, that Grantee shall initially construct that part of the Roadway running from Tract B to the point on the Easement described in Exhibit "D", and shall construct the remainder of the Roadway within a reasonable time after Grantor, in its sole discretion, gives written notice so directing Grantee.

(c) Notwithstanding the provisions set forth in subsection 1(b) hereof, Grantor, at its sole expense, shall make available to Grantee at any reasonable time such gravel as is reasonably required by Grantee to construct, but not to maintain, the Roadway.

(d) Grantee, at its sole expense, shall maintain the Roadway in good repair and in passable condition, excluding snow and ice removal, in accordance with good maintenance practices at all times; provided, however, that if Grantor, its partners, agents or representatives drive or cause to be driven on the Roadway vehicles carrying loads of five (5) tons or greater, unless at the direction or request, or for the benefit of Grantee, Grantor shall bear the cost of all maintenance and repair of the Roadway to the extent that the need for such maintenance or repair is caused directly by such vehicles.

(e) In the event Grantor fails to perform fully and completely according to the provisions set forth in subsections 1(b) and (d) hereof, Grantor has the right, but not the obligation, upon thirty (30) days' notice thereof to Grantee, to construct and/or maintain the Roadway in accordance with good construction and/or maintenance practices, as the case may be;

provided, however, that Grantee shall reimburse Grantor, within ten (10) days after notice thereof, for any cost, fee or expense incurred by Grantor in the exercise of the rights granted by this subsection 1(e) and for which Grantor is not obligated to bear pursuant to subsections 1(c) or (d) hereof. If Grantee fails to reimburse Grantor for such expenditure within ten (10) days after such notice, the amount of such expenditure as set forth in such notice shall accrue interest at the rate of eighteen percent (18%) per annum and a lien on Tract B shall be created in favor of Grantor until such amount, plus accrued interest thereon, is paid in full.

(f) Grantor expressly reserves, and Grantee expressly grants to Grantor, the right at any time and from time to time, for any reason whatsoever, to change the location of the Easement and the Roadway; provided, that after completion of the Roadway by Grantee pursuant to subsection 1(b) hereof, all costs related to any relocation of the Easement and the Roadway by Grantor and maintenance thereof after such relocation, shall be borne in full by Grantor.

(g) Grantee may, at its sole discretion, but is not obligated to, place a gate or other device on Tract B to control access to and from Tract B; provided, that this subsection 1(g) shall not give Grantee any additional right, title or interest with respect to Tract A other than that expressly set forth elsewhere herein.

(h) Grantor does not object to and will not obstruct Grantee's reasonable use of any existing roads on property other than Tract A or Tract B; provided, however, that Grantor, by virtue of this subsection 1(h), makes no claim, representation or warranty, explicit or implicit, that Grantor has any right, title or interest whatsoever in or to any real property other than Tract A or Tract B.

2. Duration. This Declaration, the Easement and each covenant and restriction of this Declaration shall be for a term of ninety-nine (99) years.

3. Modification. This Declaration and the Easement and each covenant and restriction contained herein may be terminated, extended, modified or amended as to the whole of the Tracts of any portion of them, with the mutual consent of the parties hereto.

4. Not a Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or a dedication of any portion of either Tract to the general public or for the use of the general public or for any public purpose whatsoever, it being the intent of the parties hereto that this Declaration be strictly limited to and for the purpose expressly set forth herein.

5. Mutuality; Benefits and Burdens Run with Land.

(a) The Easement and each and all of the covenants, restrictions, rights and provisions granted or created herein are appurtenances to the Tracts, and neither the Easement nor any of such covenants, restrictions, rights and provisions may be transferred, assigned or encumbered except as an appurtenance to such Tracts. For the purposes of the Easement and the covenants, restrictions, rights and provisions created hereby, the Tract benefited will constitute the dominant estate, and the Tract burdened by the Easement and such covenants, restrictions, rights and provisions will constitute the servient estate.

(b) The Easement and all of the covenants, restrictions, conditions, rights and provisions contained herein (whether affirmative or negative in nature) are made for the direct, mutual and reciprocal benefit of each Tract; will create mutual equitable servitudes upon each Tract running with the land; will bind and inure to the benefit of every person having any fee, leasehold or other interest in any portion of the Tracts at any time or from time to time to the extent that such portion is affected or bound by the Easement or the covenant, restriction, right or provision in question, or that such Easement or such covenant, restriction, right or provision is to be performed on such portion; and will bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns as to their respective Tracts.

6. Indemnification.

(a) Grantee hereby agrees that it will indemnify, defend and hold Grantor, its partners, employees, agents and representatives, harmless from and against and in respect of any and all liabilities, injuries, losses, damages, expenses, costs and attorneys' fees incurred as a result of any claims, demands, suits, judgments or otherwise arising out of the use of the

Easement by Grantee, its officers, directors, employees, agents, representatives, invitees or guests unless, but only to the extent that, such liabilities, injuries, losses, damages, expenses, costs or attorneys' fees are directly caused by either an intentional or a negligent act of Grantor, its partners, employees, agents or representatives.

(b) Grantor hereby agrees that it will indemnify, defend and hold Grantee, its officers, directors, employees, agents and representatives, harmless from and against and in respect of any and all liabilities, injuries, losses, damages, expenses, costs and attorneys' fees incurred as a result of any claims, demands, suits, judgments or otherwise arising out of the use of the Easement by Grantor, its partners, employees, agents, representatives, invitees or guests unless, but only to the extent that, such liabilities, injuries, losses, damages, expenses, costs or attorneys' fees are directly caused by either an intentional or a negligent act of Grantee, its officers, directors, employees, agents or representatives.

7. Force Majeure. Each party hereto shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from timely performing by a cause or causes beyond such party's control, including labor disputes, civil commotion, war, governmental regulations, moratoriums or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

8. Titles and Captions. Section titles or captions to this Declaration are for convenience only and shall not be deemed to be part of this Declaration and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Declaration.

9. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. Each of the foregoing genders and plurals is understood to refer to a corporation, partnership or other legal entity when the context so requires.

10. Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or

forebear from all such action as may be necessary or appropriate to achieve the purposes of this Declaration.

11. Applicable Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah.

12. Binding Effect Upon Successors. This Declaration shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and assigns.

13. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Declaration or to exercise any rights or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Declaration, but shall be under no obligation to, waive any of his rights or any conditions to his obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Declaration but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

14. Rights and Remedies. The rights and remedies of either of the parties hereto shall not be mutually exclusive and the exercise of one or more of the provisions of this Declaration shall not preclude the exercise of any other provisions. Each of the parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any of the provisions hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provision hereof, it being the intention by this Section 14 to make clear the agreement of the parties hereto that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

15. Attorneys' Fees. In the event there is a default under this Declaration and it becomes necessary for either party hereto to employ the services of an attorney in connection therewith, either with or without litigation, the losing party to the controversy arising out of the default shall pay to the successful party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred in enforcing or in terminating this Declaration.

16. Notice. Any notice required to be given under this Declaration must be in writing. Except when actual receipt is expressly required by the terms hereof, notice is considered given either (a) when delivered in person to the recipient named as below, or (b) upon the third business day after being properly placed in the United States mail, either registered or certified, return receipt requested, postage and postal charges prepaid, addressed by name and address to the party or person intended as follows:

TO GRANTOR: Mr. Golden L. Berrett
Mt. Jordan, Limited
6696 South 1655 East
Salt Lake City, Utah 84121

TO GRANTEE: Great Salt Lake Council
Boy Scouts of America
Attention: Council Scout Executive
525 Foothill Drive
Salt Lake City, Utah 84113

Either party hereto may, by notice given at any time or from time to time, require subsequent notices to be given to another individual, whether an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change. Such recipient named must be an individual. If more than one recipient is named, delivery of notice to any one such recipient is sufficient.

17. Authorization. Each individual executing this Declaration does thereby represent and warrant to each other so signing (and each other entity for which another person may be signing) that he has been duly authorized to deliver this Declaration in the capacity and for the entity set forth where he signs.

18. Exhibits. All Exhibits referred to herein and attached hereto are incorporated herein by this reference.

19. Integration. This Declaration constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation or condition not expressed in this Declaration shall affect or be deemed to interpret, change or restrict the express provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Easements, Covenants and Restrictions on the date first set forth above.

GRANTOR:

MT. JORDAN, LIMITED,
a Utah limited partnership

By Evan W. Hansen
Evan W. Hansen
Its General Partner

By Golden L. Berrett
Golden L. Berrett
Its General Partner

GRANTEE:

GREAT SALT LAKE COUNCIL
BOY SCOUTS OF AMERICA,
a Utah corporation

ATTEST:

K. Hart Bullock
Its Scout Executive

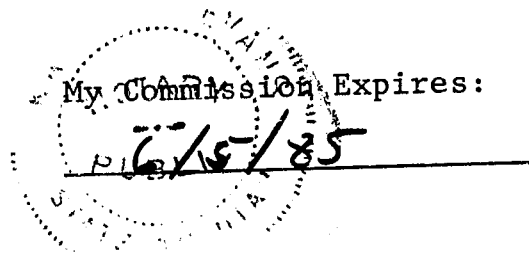
By Earl C. Tingey
Earl C. Tingey
Its President

STATE OF UTAH |
 | ss
COUNTY OF SALT LAKE |

On this 29th day of December, 1983, personally appeared before me Evan W. Hansen, who being by me duly sworn, did say that he is the General Partner of Mt. Jordan, Limited, a Utah limited partnership, and that the foregoing Declaration of Easements, Covenants and Restrictions was signed on behalf of said partnership and said person acknowledged to me that said partnership executed the same.

Kathleen Evans
Notary Public
Residing at S.L.C.

My Commission Expires:

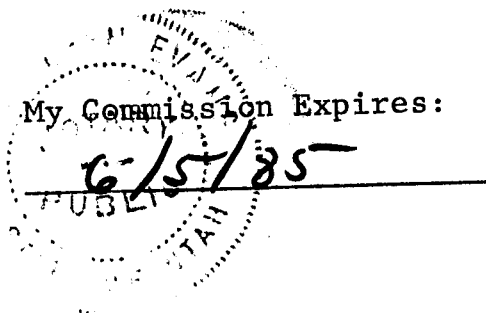


STATE OF UTAH |
 | ss.
COUNTY OF SALT LAKE |

On this 29th day of December, 1983, personally appeared before me Golden L. Berrett, who being by me duly sworn, did say that he is the General Partner of Mt. Jordan, Limited, a Utah limited partnership, and that the foregoing Declaration of Easements, Covenants and Restrictions was signed on behalf of said partnership and said person acknowledged to me that said partnership executed the same.

Kathleen Evans
Notary Public
Residing at S.L.C.

My Commission Expires:



STATE OF UTAH |
 | ss.
COUNTY OF SALT LAKE |

On this _____ day of December, 1983, personally appeared before me K. Hart Bullock, who being by me duly sworn, did say that he is the Council Scout Executive of Great Salt Lake Council Boy Scouts of America, a Utah corporation, and that the foregoing Declaration of Easements, Covenants and Restrictions was signed on behalf of said corporation by authority of its bylaws or a resolution of the Executive Committee of its board of directors, and said K. Hart Bullock duly acknowledged to me that said corporation executed the same.

My Commission Expires: _____

Notary Public
Residing at: _____

STATE OF UTAH |
 | ss.
COUNTY OF SALT LAKE |

On this 29th day of December, 1983, personally appeared before me Earl C. Tingey, who being by me duly sworn, did say that he is the Council President of Great Salt Lake Council Boy Scouts of America, a Utah corporation, and that the foregoing Declaration of Easements, Covenants and Restrictions was signed on behalf of said corporation by authority of its bylaws or a resolution of the Executive Committee of its board of directors, and said Earl C. Tingey duly acknowledged to me that said corporation executed the same.

My Commission Expires: _____

John Phillip De Fure
Notary Public
Residing at: Salt Lake County

June 18, 1984

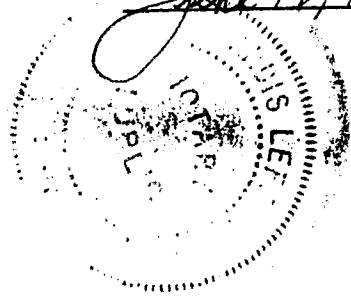


EXHIBIT "A"

LEGAL DESCRIPTION OF TRACT A

The following described Tracts located in Salt Lake County, State of Utah:

- TRACT 1: That part of N 80 Rds of Sec 23 T 4S R1W SL Mer lying W of State Road. 149.29 acres.
- TRACT 2: That part of SE 1/4 of NE 1/4 Sec 22 T 4S R 1 W SL Mer lying between Utah and Salt Lake Canal & The Jordan River less R R. 10 acres
- TRACT 3: Lots 1 & 4 Sec 22 T 4S R 1W SL Mer less Canals and that part of Lot 4 deeded to United States of America. 47.54 acres.
- TRACT 4: S 1/2 of SW 1/4 & SW 1/4 of SE 1/4 Sec 14 T 4S R 1W SL Mer. 120 acres.
- TRACT 5: Commencing 1320 feet North from the Southwest Corner of Section 14, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 89°44' East 4931 feet, more or less; thence North 50 feet; thence West 40 feet, more or less; thence North 28°16' East 2970 feet, more or less; thence West 128 feet; thence North 77°51'55" West 472.3 feet; thence South 22°32'26" West 187.51 feet; thence North 82°50'15" West 100 feet, more or less; thence South 10° East 120 feet; thence South 74°30' West 566.25 feet; thence North 46° West 125 feet to canal; thence South 43°44' West along said canal 543.75 feet; thence West 2838.72 feet to Jordan Irrigation Canal; thence South 7°45'30" East 384.77 feet; thence South 24°21' West 193.52 feet; thence South 53°43'30" West 315.17 feet; thence South 25°54' East 240.35 feet; thence South 37°05' West 163.32 feet; thence South 23°10'30" West 257.75 feet; thence South 48°55'30" West 377.07 feet; thence South 67°12'30" West 213.85 feet; thence North 82°34'30" West 167 feet; thence North 46°00'30" West 227.85 feet; thence North 73°36'30" West 660.57 feet; thence South 71°13'30" West

139.31 feet; thence South 12°01' West 366.08 feet;
thence South 77°11' East 718.74 feet; thence South
212.5 feet to beginning. 197.47 Acres.

TRACT 6: COM at Cen of SE 1/4 Sec 14 T 4S R 1W SL Mer E to W'ly
line of State Hwy Sw'ly alg sd line to a pt SE'ly fr
beg NW'ly to Beg less State Road. 5.96 Acres.

TRACT 7: COM AT NE Cor Sect 14 T 4S R 1W SL Mer S 11°21'20" W
1334.98 Ft S 82°50'15" E 572.82 Ft M or L S 10° E 120
Ft S 74°30' W 566.25 Ft N 46° W 125 Ft to Canal S
43°44' W alg sd Canal 543.75 Ft W 2838.72 Ft to Jordan
Irrigation Canal NE'17 alg sd Canal to Sec Line E
228.48 Rds to Beg. 145.42 acres.

TRACT 8: S 970 Ft of Lot 8 Sect 15 T 4S R 1W SL Mer & that part
of N 350 Ft of Lot 8 SD Sec lying E of East Jordan
Canal less RR & Canal. 23.09 acres.

TRACT 9: COM N 89°52'30" E 2222.9 Ft M or L FR NW COR Sec 13 T
4S R 1W SL Mer N 89°52'30" E 417.1 Ft M or L to N 1/4
Cor SD SEC 13 S 90 Ft M or L to W Line of RR ROFW S
42°34'30" W 500 Ft M or L SW'ly alg curve to left 428.9
Ft S 26°32'30" W 870.5 ft SW'ly alg curve to right
559.78 FT S 38°08'30" W 1316.24 Ft M or L to E'ly line
of State Highway N 28.16' E alg sd Hwy 3514.77 Ft M or
L to Beg less Tract deeded to State Road Comm. 9.22
acres.

LESS AND EXCEPTING:

The real property in the County of Salt Lake, State of Utah,
described as follows:

PARCEL NO. 1

A part of the North 80 rods of Section 23, T.4S., R.1W,
S.L.B.&M. described as:

Beginning at a point which is S.0°01'E. 443.74 feet along
the section line from the NW corner of Section 23, T.4S, R.1W.,
S.L.B.&M.; and running thence N.83°55'45"E. 531.04 feet; thence
S.56°07'E. 1208.60 feet; thence South 250.00 feet to the South
line of Grantor's property; thence S.89°51'45"W. along said South
line 1531.17 feet to the section line; thence N.0°01W. 871.31
feet to the point of beginning.

PARCEL NO. 2

A part of Lots 1 & 4 of Section 22, T.4S., R.1W., S.L.B.&M. described as:

Beginning at a point which is S.0°01'E. 443.74 feet along the section line from the N.E. corner of Section 22, T.4S., R1W, S.L.B.&M; and running thence S.0°01'E. 986.36 feet to the North line of the United States of America parcel; thence West 100 feet; thence South 900 feet; thence West 170 feet to the Jordan River; thence Northerly along the Jordan River to the North line of said Section 22; thence East 715 feet to a point which is West 388.27 feet from said N.E. section corner; thence S.13°13'12"E. 66.42 feet; thence N.74°10'E. 236.92 feet; thence East 68.19 feet; thence S.4°16'27"W. 226.68 feet; thence S.14°49'17"W. 242.34 feet; thence N.83°55'45"E. 156.86 feet to the point of beginning.

PARCEL NO. 3

That part of the S.E. 1/4 of the N.E. 1/4 of Section 22, T.4S., R.1W, S.L.B.&M., lying between the Utah and Salt Lake Canal and the Jordan River.

PARCEL NO. 4

That part of the South 970 feet of Lot 8, Section 15, T.4S, R.1W., S.L.B.&M., lying West of line parallel to and 41.50 feet East of the centerline of the East Jordan Canal.

EXHIBIT "B"

The real property in the County of Salt Lake, State of Utah, described as follows:

PARCEL NO. 1

A part of the North 80 rods of Section 23, T.4S., R.1W, S.L.B.&M. described as:

Beginning at a point which is S.0°01'E. 443.74 feet along the section line from the NW corner of Section 23, T.4S, R.1W., S.L.B.&M.; and running thence N.83°55'45"E. 531.04 feet; thence S.56°07'E. 1208.60 feet; thence South 250.00 feet to the South line of Grantor's property; thence S.89°51'45"W. along said South line 1531.17 feet to the section line; thence N.0°01W. 871.31 feet to the point of beginning.

PARCEL NO. 2

A part of Lots 1 & 4 of Section 22, T.4S., R.1W., S.L.B.&M. described as:

Beginning at a point which is S.0°01'E. 443.74 feet along the section line from the N.E. corner of Section 22, T.4S., R1W, S.L.B.&M; and running thence S.0°01'E. 986.36 feet to the North line of the United States of America parcel; thence West 100 feet; thence South 900 feet; thence West 170 feet to the Jordan River; thence Northerly along the Jordan River to the North line of said Section 22; thence East 715 feet to a point which is West 388.27 feet from said N.E. section corner; thence S.13°13'12"E. 66.42 feet; thence N.74°10'E. 236.92 feet; thence East 68.19 feet; thence S.4°16'27"W. 226.68 feet; thence S.14°49'17"W. 242.34 feet; thence N.83°55'45"E. 156.86 feet to the point of beginning.

PARCEL NO. 3

That part of the S.E. 1/4 of the N.E. 1/4 of Section 22, T.4S., R.1W, S.L.B.&M., lying between the Utah and Salt Lake Canal and the Jordan River.

PARCEL NO. 4

That part of the South 970 feet of Lot 8, Section 15, T.4S, R.1W., S.L.B.&M., lying West of line parallel to and 41.50 feet East of the centerline of the East Jordan Canal.

LESS AND EXCEPTING:

Any matters of record or which could be ascertained by physical inspection or survey, including but not limited to, boundary disputes, claims and encroachments, railroad rights-of-way and easements for canals.

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EXHIBIT "C"

INITIAL LOCATION OF THE EASEMENT

Beginning at a point on Grantor's South line which is S.0°01'E. 1315.05 feet and N.89°51'45"E. 1531.17 feet from the N.W. corner of Section 23, T.4S, R.1W., S.L.B.&M.; and running thence N.89°51'45"E. 2375.93 feet along said South line to the West line of the highway; thence Northerly along said highway line 60.25 feet; thence S.89°51'45"W. 2381.25 feet; thence South 60.00 feet to the point of beginning.

EXHIBIT "D"

LEGAL DESCRIPTION OF THE INITIAL
ENDPOINT OF THE EASEMENT BEGINNING AT TRACT B

A point on the Easement approximately 1400 feet from the intersection of the Easement with Tract B.