

PREPARED BY AND WHEN
RECORDED PLEASE RETURN TO:

Robert A. McConnell
Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, Utah 84111

12800803
6/28/2018 2:27:00 PM \$21.00
Book - 10688 Pg - 7502-7507
ADAM GARDINER
Recorder, Salt Lake County, UT
STEWART TITLE INS AGCY OF UT
BY: eCASH, DEPUTY - EF 6 P.

RECIPROCAL ACCESS EASEMENT AGREEMENT

THIS RECIPROCAL ACCESS EASEMENT AGREEMENT (this "Agreement") is entered into as of the 21st day of March, 2018, between THE BOYER COMPANY, L.C., a Utah limited liability company ("Boyer"), and WHEADON PRESERVE HOMEOWNERS ASSOCIATIONS, INC., a Utah non-profit corporation ("Wheadon Preserve"). (Boyer and Wheadon Preserve are sometimes referred to in this Agreement collectively as the "Parties," and individually as a "Party.")

RECITALS

A. Boyer is the owner of that certain parcel of property located in Salt Lake County, Utah, and which is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Boyer Parcel").

B. Wheadon Preserve is the "Association" created in furtherance of that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of the Wheadon Preserve Subdivision, dated December 15, 2010, executed by Holmes-Wheadon, LLC, a Utah limited liability company, and recorded in the official land records of Salt Lake County, Utah on January 4, 2011 as Entry No. 11110044 in Book 9895, Pages 8186-8234 (the "Declaration").

C. The Declaration was recorded against that certain parcel of property located in Salt Lake County, Utah, and which is more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (the "Wheadon Preserve Subdivision").

D. The Parties desires to establish reciprocal easements of ingress and egress over the drive isles, private roads and sidewalks on their respective parcels in accordance with, and subject to, this Agreement.

AGREEMENT

NOW, THEREFORE, FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Grant of Reciprocal Easements.

1.1 Boyer hereby grants to Wheadon Preserve and each of the owners owning a residential subdivision lot in the Wheadon Preserve Subdivision, a perpetual, non-exclusive right-of-way and easement for pedestrian and emergency vehicular ingress and egress on, over and across the drive

isles, private roads and sidewalks on the Boyer Parcel, as such drive isles, private roads and sidewalks may, subject to Section 2 below, be constructed and relocated from time to time. Such right-of-way and easement shall constitute a covenant running with the land, and shall benefit and be appurtenant to the Wheadon Preserve Subdivision. Boyer represents and warrants that it has all approvals and consents necessary for it to enter into this Agreement and grant the rights-of-way and easements set forth in this Section 1.1.

1.2 Wheadon Preserve, acting for and behalf of each of the owners owning a residential subdivision lot in the Wheadon Preserve Subdivision, hereby grants to Boyer and each owner of residential subdivision lot located upon the Boyer Property, a perpetual, non-exclusive right-of-way and easement for pedestrian and emergency vehicular ingress and egress on, over and across the drive isles, private roads and sidewalks within the Wheadon Preserve Subdivision, as such drive isles, private roads and sidewalks may, subject to Section 2 below, be constructed and relocated from time to time. Such right-of-way and easement shall constitute a covenant running with the land, and shall benefit and be appurtenant to the Boyer Parcel. Wheadon Preserve represents and warrants that it has all approvals and consents necessary for them to grant the rights-of-way and easements set forth in this Section 1.2.

2. Modifications of Drive Isles and Private Roads. Each of the Parties shall have the right to alter, modify, reconfigure and relocate the drive isles, driveways and sidewalks located on its respective parcel from time to time without the prior written consent of the other Party, provided that such alteration, modification, reconfiguration and/or relocation shall not preclude reasonable access to the Wheadon Preserve Subdivision and the Boyer Parcel consistent with the terms of this Agreement and the intent thereof.

3. Construction; Maintenance; Repair. Subject to Section 1 above, each of the Parties shall cause the drive isles, private roads and sidewalks on its respective parcel to be maintained in a reasonably good, clean and safe condition and repair, reasonably free from debris, rubbish, snow, ice and other materials. Boyer shall also have the right to improve the portion of common area between the western edge of the existing improvements to Wheadon Court to the eastern edge of the Boyer Property for the purposes of connecting Wheadon Court to the private roadways on the Boyer Property, which improvements shall be completed to the same construction standards as the private roadways on the Boyer Property.

4. Crash Gate or Other Barrier. Boyer shall also install a crash gate or other barrier system preventing regular vehicular traffic to and from the Boyer Property to Wheadon Preserve Subdivision, but allowing for temporary vehicular access, on an emergency basis only, for emergency service vehicles and the owners, guests and invitees of the Boyer Property or Wheadon Preserve Subdivision, as the case may be. Such gate or other barrier system shall allow for pedestrian ingress and egress on a regular basis as contemplated by Section 1 of this Agreement. Boyer shall cause the crash gate or other barrier system to be maintained in a reasonably good, clean and safe condition of repair; provided, however, nothing herein shall be deemed to prevent Wheadon Preserve from performing such maintenance and repair. To the extent that such gate or other barrier system requires a lock, each of the Parties shall be entitled to have a key or other means of opening such lock. The design of the crash gate or other barrier system shall be mutually agreed upon by Wheadon Preserve and Boyer, which approvals shall not be unreasonably withheld.

5. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of the parcels for the general public or for any public purpose whatsoever, it being the intention of the undersigned that this Agreement be strictly limited to the purposes expressed in this Agreement.


6. General Provisions. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. This Agreement shall inure to the benefit of, and be binding on, each Party and the heirs, personal representative, successors and assigns of each Party. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. The Recitals set forth above are hereby incorporated herein by this reference and each of the Parties represents and warrants to the other Parties that the statements set forth in the Recitals with respect to it are true and correct. This Agreement may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document.

[Signatures appear on the following pages]

The Parties have executed this Agreement to be effective as of the date first set forth above.

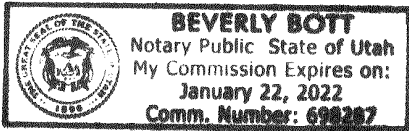
BOYER:

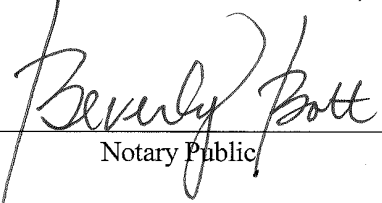
THE BOYER COMPANY, L.C., a Utah limited liability company

By: 
Name: Brian Gochnour
Title: Manager

State of Utah)
) ss.
County of Salt Lake)

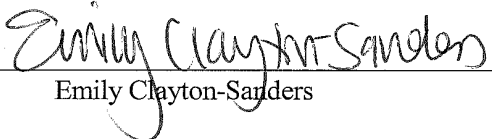
The foregoing instrument was acknowledged before me this 21st day of March, 2018, by Brian Gochnour, a Manager of THE BOYER COMPANY, L.C.




Notary Public

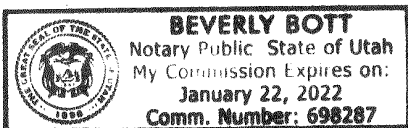
WHEADON PRESERVE:

WHEADON PRESERVE HOMEOWNERS ASSOCIATION, INC., a Utah non-profit corporation

By: 
Emily Clayton-Sanders

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 20th day of March, 2018, by Emily Clayton-Sanders, the President of WHEADON PRESERVE HOMEOWNERS ASSOCIATION, INC.



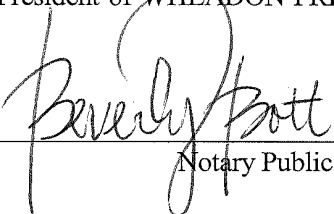

Notary Public

EXHIBIT A

to

RECIPROCAL ACCESS EASEMENT AGREEMENT

Legal Description of the Boyer Parcel

Lot 1, Rockwell Square Subdivision, according to the Official Plat thereof as recorded in the Office of the Salt Lake County Recorder, State of Utah.
(Serial No. 34-06-328-183)

EXHIBIT B

to

RECIPROCAL ACCESS EASEMENT AGREEMENT

Legal Description of the Wheadon Preserve Subdivision

BEG S 0°04'51" W 24.14 FT FR CEN SEC 6, T4S, R1E, SLM; S 0°04'51" W 765.90 FT ALG 1/4 SEC LINE TO FENCE LINE; N 89°43'47" W 241.65 FT; N 0°06'54" E 438.59 FT; N 0°21'28" W 326.48 FT; S 89°55'39" E 243.62 FT; S 89°55' E 0.27 FT TO BEG. 4.25 AC M OR L. LESS DEDICATED ST AND LOTS. (BEING THE COMMON AREA OF WHEADON PRESERVE PUD)

Serial No. 34-06-330-003