

RETURN TO:

Matt C. Osborne
11576 South State Street, Bldg. 204
Draper, UT 84020

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03/02/2005 04:24 PM \$43.00
Book - 9100 Pg - 9636-9648
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
OSBORNE & BARNHILL
11576 S STATE BLDG 204
DRAPER UT 84020 DRAPER, UT
BY: SBM, DEPUTY - WI 13 P.
By: SBM 13p 84020

EASEMENT AND RIGHT-OF-WAY AGREEMENT FOR 7015 WEST

This Easement and Right-of-Way Agreement ("Agreement") is made effective this 5th day of February, 2005, by and between Reuel J. Alder and Tamara R. Alder ("Alders" or the "Grantors"), and Existential Enterprises & Trust, Wendy Ann Silver, Trustee; Karl B. Peterson and Michelle R. Peterson; Martin S. Phillips and Beverly Arline Phillips; Gene C. Hunnewell and Shirley Hunnewell; Matthew Burke and Holly Burke; Aaron Whittington and Crystal Whittington; Lyle Hugh Cox; Living Trust of Peter R. Genereaux, dated April 27, 1988, Peter R. Genereaux, Trustee; and Craigland Properties, L.L.C., a Utah limited liability company (collectively "Grantees"). For good and valuable consideration the adequacy of which is hereby acknowledged, the parties hereto understand and agree as follows:

RECITALS

This Agreement is based on the following factual recitals:

A. The Alders are the owners of the following described property ("Lot 11"), Parcel Number 32-03-300-015, located in Salt Lake County, Utah:

Beginning at a point on the South line of Section 3, Township 4 South, Range 2 West, Salt Lake Base and Meridian, said point also being North 89° 54' 47" East 561.25 feet from the Southwest Corner of said Section 3 and running thence North 00° 13' 41" East 333.624 feet; thence North 89° 56' 11" East 716.29 feet; thence South 00° 07' 31" West 90.053 feet to the Northerly right of way line of Rose Canyon Road; thence South 20° 00' 00" West 259.031 feet along said right of way line to the South line of said Section 3; thence South 89° 54' 47" West 628.828 feet to the point of beginning.

B. As of the date of this agreement, the respective Grantees and the descriptions of the property they own are as follows (Lot numbers refer to the View Point Drive Phases 1 and 2 Non-Regular Subdivision with the exception of Lot 14):

Lot 1 Existential Enterprises & Trust, Wendy Ann Silver, Trustee
Parcel Number 32-03-300-005

Beginning at a point which is North 00°13'41" East 390.028 feet from the Southwest corner of Section 3, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00°13'41" East 389.615 feet thence North 89°56'11" East 561.250

13-g

feet; thence South 00° 13'41" West 389.615 feet; thence South 89° 56'11" West 561.250 feet to the point of beginning.

Lot 2A Karl B. Peterson and Michelle R. Peterson, husband and wife
Parcel Number 32-03-300-048

Beginning at a point which is North 00° 13'41" East 779.643 feet from the Southwest corner of Section 3, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00° 13'41" East 194.807 feet thence North 89° 56'11" East 561.250 feet; thence South 00° 13'41" West 194.807 feet; thence South 89° 56'11" West 561.250 feet to the point of beginning.

Lot 2B Martin S. Phillips
Parcel Number 32-03-300-047

Beginning at a point which is North 00° 13'41" East 974.450 feet from the Southwest corner of Section 3 Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00° 13'41" East 194.808 feet thence North 89° 56'11" East 561.250 feet; thence South 00° 13'41" West 194.808 feet; thence South 89° 56'11" West 561.250 feet to the point of beginning.

Lot 3A Gene C. Hunnewell and Shirley Hunnewell, husband and wife
Parcel Number 32-03-300-055

Beginning at a point which is North 00° 13'41" East 1169.258 feet from the Southwest corner of Section 3 Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00° 13'41" East 256.910 feet; thence South 77° 30'46" East 574.340 feet; thence South 00° 13'41" West 132.100 feet; thence South 89° 56'11" West 561.250 feet to the point of beginning.

Lot 3B Matthew Burke and Holly Burke, husband and wife
Parcel Number 32-03-300-054

Beginning at a point which is North 00° 13'41" East 1426.168 feet from the Southwest corner of Section 3 Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00° 13'41" East 256.910 feet; thence South 66° 02'17" East 613.100 feet; thence South 00° 13'41" West 132.100 feet; thence North 77° 30'46" West 574.340 feet to the point of beginning.

Lot 4 Aaron Whittington and Crystal Whittington, husband and wife
Parcel Number 32-03-300-041

Beginning at a point which is North 00° 13'41" East 1683.078 feet from the Southwest

corner of Section 3, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00°13'41" East 265.410 feet; thence North 89°56'11" East 561.250 feet; thence South 00°13'41" West 515.030 feet; thence North 66°02'17" West 613.100 feet to the point of beginning.

Lot 5 Lyle Hugh Cox
Parcel Number 32-03-300-043

Beginning at a point which is North 00°13'41" East 1948.488 feet and North 89°56'11" East 561.250 feet from the Southwest corner of Section 3, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 89°56'11" East 660.957 feet; thence South 0°13'41" West 144.500 feet; thence South 60°43'53" West 759.370 feet; thence North 0°13'41" East 515.030 feet to the point of beginning.

Lot 6 Living Trust of Peter R. Genereaux, dated April 27, 1988, Peter R.
Genereaux, Trustee
Parcel Number 32-03-300-044

Beginning at a point which is North 00°13'41" East 390.028 feet and North 89°56'11" East 561.250 feet and North 0°13'41" East 883.430 feet from the Southwest corner of Section 3, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00°13'41" East 160.000 feet; thence North 60°43'53" East 759.390 feet; thence South 0°13'41" West 501.533 feet; thence South 87°25'30" West 661.740 feet to the point of beginning.

Lot 14 Craigland Properties, L.L.C.
Parcel Number 32-03-300-012

Beginning at a point which is North 89°54'47" East 561.25 feet along the Section line and North 0°13'41" East 970.230 feet from the Southwest corner of Section 3, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00°13'41" East 303.000 feet; thence North 87°25'30" East 715.395 feet; thence South 0°07'31" West 334.345 feet; thence South 89°56'11" West 715.148 feet to the point of beginning.

C. The purposes contemplated by this Agreement are to create an appurtenant easement that is inseparable, other than as stated herein, from the land affected by the easement, and to provide the parties hereto and their guests or invitees with unobstructed use of the easement and right-of-way created herein, so long as provided herein and subject to the use conforming with the terms and conditions contained within this Agreement.

D. The easement contemplated by this Agreement forms a portion of the overall easement described in Paragraph 1.2, below. The inclusion of the description of the overall easement in Paragraph 1.2 below is for illustration purposes only. Nothing in this Agreement is,

constitutes, or shall be construed as any grant or conveyance by Grantors, or either of them, of any easement or other right of interest of any type or nature in, on, or to any of the real property described in Paragraph 1.2 other than such portions as are within Lot 11. Furthermore, this agreement does not convey any rights to anyone that is not an express party to this Agreement.

TERMS AND CONDITIONS

1. EASEMENT

1.1 Subject to the duration, terms, and conditions set forth in Section 3 below, Grantors hereby grant and convey to Grantees and their successors and assigns an exclusive perpetual (except as may be otherwise terminated as provided hereinafter) easement and right-of-way ("easement") on, across, over, and through the property described in paragraph 1.2 herein below for the purpose of ingress to and egress from Lots 1, 2A, 2B, 3A, 3B, 4, 5, 6, and 14 ("Sky Haven Lots"), inclusive, for Grantees and their guests and invitees, including for the construction, maintenance and repair of a road within the boundaries of the easement, and for the construction, maintenance and repair (including reconstruction) of utilities, as set forth more fully below.

1.2 The easement is a fifty foot wide private road, being 25 feet on each side of the following described center line only insofar as such property is on Lot 11:

Beginning at the Northeast corner of the Anderson property as described above which point is North 89 degrees 54'47" East 561.250 feet; and North 0 degrees 13'41" East 333.624 feet; and North 0 degrees 13'41" East 318.180 feet; and North 89 degrees 56'11" East 715.719 feet from the Southwest corner of Section 3, Township 4 South, Range 2 West, Salt Lake Base and Meridian and running thence South 0 degrees 07'31" West 460 more or less, to the center of Rose Canyon Road.

1.3 This easement grants rights of ingress to and egress from Sky Haven Lots for Grantees and their guests and invitees, as well as preserving ingress to and egress from Lot 11 for Grantors, and their guests and invitees, who expressly reserve and retain the right to use the easement notwithstanding any other term or provision of this Agreement.

1.4 This easement benefits any utility company or municipality providing utility services to one or more of the above-described lots.

2. USE; REPAIR AND MAINTENANCE OF EASEMENT

2.1 This easement is to be used for ingress to and egress from Lot 11 and Sky Haven

Lots and for utility connections.

- 2.2 The parties hereto and their successors, assigns, guests and invitees will exercise reasonable care in their use of this easement so as not to cause more than normal wear and tear on the unimproved road or other easement improvements. Any damage to this easement premises caused by a party hereto, or his or her successors, assigns, guests or invitees shall promptly be repaired by that party or his or her successor or assign, at his or her sole expense.
- 2.3 The parties acknowledge that there are individuals and/or entities, not a party to this Agreement, who have historically maintained or repaired the portion of this easement passing over Lot 11. Grantors shall not be responsible for the maintenance and repair of this easement and Grantees shall not request that Grantors undertake such maintenance and repair.
- 2.4 The Grantors agree that the Grantees shall have reasonable rights of access and passage over so much of Grantors' property immediately adjacent to and surrounding the easement as is reasonably necessary for the purpose of conducting maintenance and repair of or making capital improvements to this easement for its continued use as a road for access to Grantees' above-described properties. In no event shall Grantees have a right of access to more than the fifteen (15) feet strip of Grantor's property immediately adjacent to the easement property without Grantor's prior written consent..
- 2.5 The Grantors agree that the Grantees shall have the right to use and access on and through the easement all portions of this easement for roadside shoulders, drainage ditches, snow removal, and to facilitate maintenance and repair of the road.
- 2.6 The Grantors agree that the Grantees shall have the right to maintain this easement in any reasonable manner necessary to facilitate use of the unimproved road for access and egress to Grantees' properties.
- 2.7 Nothing in this Agreement shall be interpreted as preventing the Grantors from maintaining fencing along the easement consistent with the Grantors' and their predecessors' historic fence placement.
- 2.8 If, in connection with the construction, improvement, use or maintenance of the easement, or any portion thereof, a Grantee, or any guest, invitee, contractor, or licensee of a Grantee, damages the Grantor's property outside the easement, the Grantee shall promptly repair the damage at his or her sole expense and restore the property to a condition reasonably comparable to its condition immediately prior to occurrence of the damage.

2.9 Grantees shall, and do hereby, indemnify Grantors, defend Grantors from, and hold Grantors harmless for and against all claims, demands, obligations, causes of action, damages, and liability whatsoever, except for those that result from the negligence of the Grantors, that Grantees and any other person or entity whatsoever may have, claim, or assert in whatever legal theory, form or forum, that relates to or arises from this easement, use of this easement or this Agreement.

2.10 Grantors shall, and do hereby, indemnify Grantees, defend Grantees from, and hold Grantees harmless for and against all claims, demands, obligations, causes of action, damages and liability whatsoever that Grantors and any other person or entity whatsoever may have, claim, or assert in whatever legal theory, form or forum, that relates to or arises from this easement, use of this easement or this Agreement and that result from the negligence of the Grantor.

3. **DURATION**

3.1 The easement rights and responsibilities set forth in this Agreement shall be perpetual and shall run with the land, and shall be binding on, and inure to the benefit of, the successors and assigns of the parties.

3.2 The easement rights and responsibilities set forth in this Agreement cannot be extinguished by non-use, but can only be extinguished, by written consent by all parties hereto or their respective successors and assigns.

4. **ASSIGNMENT OF RIGHTS**

4.1 The rights granted in, and that are the subject of, this Agreement shall not be assignable by the Grantees or Grantors except as an appurtenance to and in conjunction with the sale or subdivision of their respective parcels of property identified in the recitals above.

4.2 All parties hereto shall have full rights to assign the rights granted in and that are the subject of this Agreement only as an appurtenance to and in conjunction with the sale or subdivision of their respective parcels of property identified in the recitals above.

5. **REMEDIES**

5.1 In the event of the breach of this Agreement, the non-breaching party shall be entitled to reasonable attorney's fees and costs incurred in enforcing or affecting compliance with this Agreement whether or not litigation is instituted.

5.2 Remedies for misuse of the easement do not include termination of the easement.

In witness, the undersigned have executed this Agreement on the date first written above.

Reuel J. Alder
REUEL J. ALDER

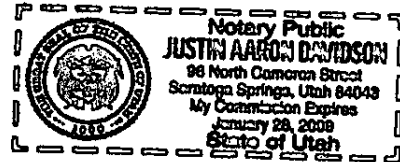
Tamara R. Alder
TAMARA R. ALDER
Tamara R. Alder

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ____ day of February, 2005, personally appeared before me, Reuel J. Alder and Tamara R. Alder, who duly acknowledged to me that they signed the foregoing Easement and Right-of-Way Agreement for 7015 West.

Justin Aaron Davidson
NOTARY PUBLIC
Residing at _____

My Commission Expires:



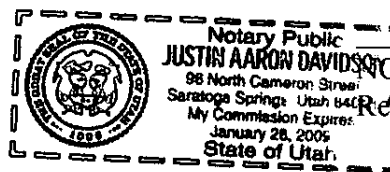
EXISTENTIAL ENTERPRISES & TRUST

Wendy Silver
By: Wendy Ann Silver
Its: Trustee

STATE OF UTAH)
) :SS
COUNTY OF SALT LAKE)

On this 5 day of February, 2005, personally appeared before me, Wendy Ann Silver, who duly acknowledged to me that she signed the foregoing Easement and Right-of-Way for 7015 West as the Trustee of, and on behalf of, Existential Enterprises & Trust.

My Commission Expires:



Justin Aaron Davidson
NOTARY PUBLIC
Residing at _____

Karl B. Peterson
KARL B. PETERSON

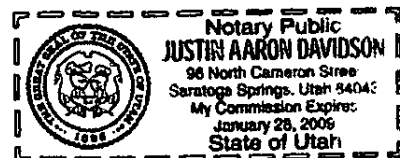
Michelle R. Peterson
MICHELLE R. PETERSON

STATE OF UTAH)
) :SS
COUNTY OF SALT LAKE)

On this 5 day of February, 2005, personally appeared before me, Karl B. Peterson and Michelle R. Peterson, husband and wife, who duly acknowledged to me that they signed the foregoing Easement and Right-of-Way Agreement for 7015 West.

My Commission Expires:

Justin Aaron Davidson
NOTARY PUBLIC
Residing at _____

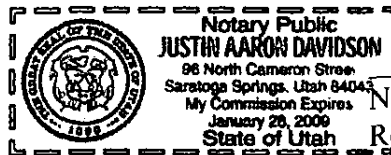


Martin S. Phillips
MARTIN S. PHILLIPS

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On this 5 day of February, 2005, personally appeared before me, Martin S. Phillips, who duly acknowledged to me that he signed the foregoing Easement and Right-of-Way Agreement for 7015 West.

My Commission Expires:



Justin Aaron Davidson
NOTARY PUBLIC
Residing at _____

Gene C. Hunnewell
GENE C. HUNNEWELL

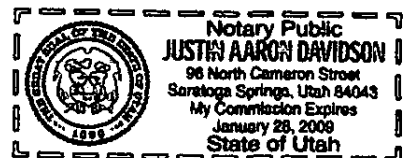
Shirley Hunnewell
SHIRLEY HUNNEWELL

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On this 5 day of February, 2005, personally appeared before me, Gene C. Hunnewell and Shirley Hunnewell, husband and wife, who duly acknowledged to me that they signed the foregoing Easement and Right-of-Way Agreement for 7015 West.

My Commission Expires:

Justin Aaron Davidson
NOTARY PUBLIC
Residing at _____



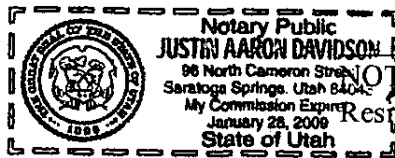
Matthew Burke
MATTHEW BURKE

Holly Burke
HOLLY BURKE

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On this 5 day of February, 2005, personally appeared before me, Matthew Burke and Holly Burke, husband and wife, who duly acknowledged to me that they signed the foregoing Easement and Right-of-Way Agreement for 7015 West.

My Commission Expires:



Justin Aaron Davidson
NOTARY PUBLIC
Residing at _____

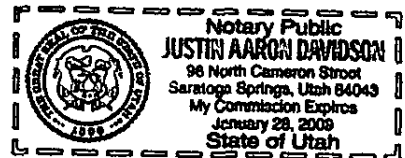
Aaron Whittington
AARON WHITTINGTON

Crystal Whittington
CRYSTAL WHITTINGTON

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On this 5 day of February, 2005, personally appeared before me, Aaron Whittington and Crystal Whittington, husband and wife, who duly acknowledged to me that they signed the foregoing Easement and Right-of-Way Agreement for 7015 West.

My Commission Expires:



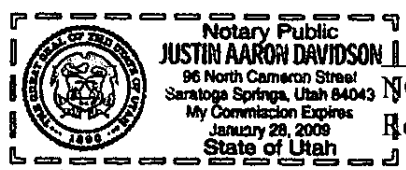
Justin Aaron Davidson
NOTARY PUBLIC
Residing at _____

Lyle H. Cox
LYLE HUGH COX

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On this 5 day of February, 2005, personally appeared before me, Lyle Hugh Cox, who duly acknowledged to me that he signed the foregoing Easement and Right-of-Way Agreement for 7015 West.

My Commission Expires:



Justin Aaron Davidson
NOTARY PUBLIC
Residing at _____

LIVING TRUST OF PETER R.
GENEREAUX, dated April 27, 1988:

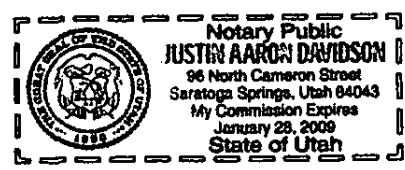
Peter R. Genereaux
By: Peter R. Genereaux
Its: Trustee

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

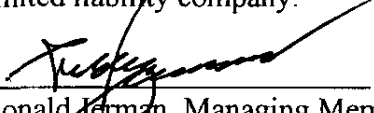
On this 5 day of February, 2005, personally appeared before me, Peter R. Genereaux, who duly acknowledged to me that he signed the foregoing Easement and Right-of-Way Agreement for 7015 West as the Trustee of, and on behalf of, Living Trust of Peter R. Genereaux, dated April 27, 1988.

My Commission Expires:

Justin Aaron Davidson
NOTARY PUBLIC
Residing at _____

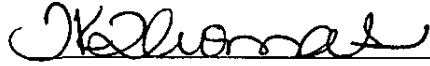


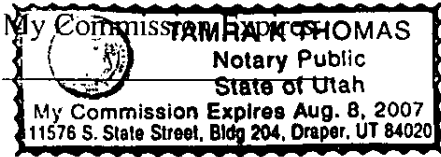
CRAIGLAND PROPERTIES, L.L.C.
a Utah limited liability company:


By: Ronald Jerman, Managing Member
of Craigland Properties, L.L.C.

STATE OF UTAH)
)
) :ss
COUNTY OF SALT LAKE)

On this 1 day of ~~February~~ ^{March}, 2005, personally appeared before me, Ronald Jerman, who duly acknowledged to me that he signed the foregoing Easement and Right-of-Way Agreement for 7015 West as the managing member of, and on behalf of, Craigland Properties, L.L.C. a limited liability company.

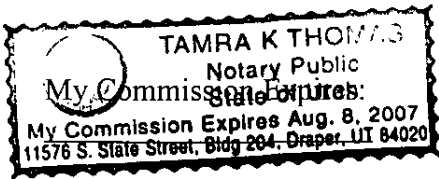

NOTARY PUBLIC
Residing at _____



Beverly Arline Phillips
BEVERLY ARLINE PHILLIPS

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 5 day of February, 2005, personally appeared before me, Beverly Arline Phillips, who duly acknowledged to me that she signed the foregoing Easement and Right-of-Way Agreement for 7015 West.



T. Thomas
NOTARY PUBLIC
Residing at _____