



W2369130

After Recording Return to:
Wolf Creek Properties, LC
Attn: Eric Householder
P.O. Box 658
Eden, Utah 84310

ACCOMMODATION RECORDING ONLY.
BONNEVILLE SUPERIOR TITLE COMPANY MAKES NO
REPRESENTATION AS TO CORRECTNESS OF TITLE,
NOR DOES IT ASSUME ANY RESPONSIBILITY
FOR VALIDITY, SUFFICIENCY OR EFFECTS
OF DOCUMENT

E# 2369130 PG 1 OF 2
ERNEST D ROWLEY, WEBER COUNTY RECORDER
08-OCT-08 951 AM FEE \$14.00 DEP SC
REC FOR: BONNEVILLE SUPERIOR TITLE COMP
ELECTRONICALLY RECORDED

22-023-0015 ✓
22-023-0020 ✓
22-023-0086 ✓

EASEMENT

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged **WOLF CREEK PROPERTIES, LC**, a Utah limited liability company ("Grantor"), whose address for the purpose hereof is 3923 North Wolf Creek Drive, Eden, Utah 84310, hereby grants, conveys, sells, and sets over without warranties of title, unto **LIBERTY REAL ESTATE DEVELOPMENT, L.L.C.** ("Grantee"), whose address for the purpose is P.O. Box 980, Farmington, Utah 84025, a twenty foot (20') wide easement for the construction of an underground water line (the "Facilities") across and under the following described real property (the "Parcel") situated in Weber County, State of Utah.

An easement over the Northerly 20 feet of Grantor's property, adjacent to an old long standing fence. Said easement is in the West half of Section 29, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, described as follows:

Beginning at a point which lies South 89°34'12" West a distance of 120.00 feet from the Southeast corner of the Meadows at Pine Creek Subdivision, which point is also Described as being South 00°49'36" West a distance of 1358.11 feet and North 89°34'12" East a distance of 1081.80 feet from the West Quarter corner of said section, thence along said subdivision North 89°34'12" East 22.55 feet; thence South 27°55'07" East 13.12 feet to said long standing fence; thence along said fence South 89°34'10" East 1500.02 feet to a Weber County Roadway; thence along said roadway South 00°25'50" West 20.00 feet; thence along a line 20 feet distance and parallel to said fence North 89°34'10" West 1511.95 feet; thence North 27°55'07" West 35.46 feet to the point of beginning.

Grantor and Grantee agree to be bound by and accept the foregoing easement subject to the following terms and conditions:

- 1 The rights granted hereunder are nonexclusive and the easement may be used for any purposes by such person or entity as Grantor, its successors or assigns, may designate at any time, so long as such uses do not unreasonably interfere with the easement granted herein.
- 2 Grantee shall not disturb present or future power, sewer, water, or other similar utility lines if any, within the boundaries of the easement.
- 3 Grantee will comply with all applicable federal, state and local laws, regulations, and ordinances in the installation, use, maintenance, or removal of the Facilities and the use of the easement.
- 4 Grantee acknowledges that Grantor, its successors or assigns, may make improvements including, but not limited to, creating landscaping, in areas of the easement not physically occupied by the Facilities provided that such uses shall not include structures that unreasonably interfere with the Grantees use of the easement for the purposes indicated herein.
- 5 If any improvements and/or vegetation (including those described above) are damaged or destroyed as a result of the use of the easement by Grantee, Grantee shall promptly restore any such areas to substantially the same condition as existing prior to such use.

- 6 In the event any injury, loss or damage occurs as a result of an act or omission of Grantee in maintaining, operating, repairing, removing or replacing the Facilities, Grantor shall not be liable or responsible for any such injuries, losses or damages.
- 7 This instrument does not create any fiduciary or other relationship between the parties except as grantor and grantee. Any obligation or liability whatsoever of Grantor which may arise at any time under this instrument or any obligation or liability which may be incurred by Grantor pursuant to any other instrument, transaction, or undertaking contemplated hereby shall not be personally binding upon, nor shall resort for the enforcement thereof be had to the property of Grantor's managers, members, officers, employees, agents, attorneys or representatives, regardless of whether such obligation or liability is in the nature of contract, tort, or otherwise.
- 8 This easement, right-of-way and these covenants shall be construed under and shall be enforceable in accordance with the laws of the State of Utah, shall run with the land, and shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee.

IN WITNESS WHEREOF, Grantor has executed this Easement as of the 8 day of September, 2008.

WOLF CREEK PROPERTIES, LC,
By its manager Eden Investments, LLC,
By its manager, Eden Valley Holdings, LLC
By its manager, Eden Properties, LLC,
By its manager, SCR Investments, Inc.

By: [Signature]
Steven C. Roberts, President

State of Utah)
);ss
County of Weber)

On this 8 day of September, 2008, personally appeared before me Steven C. Roberts who being duly sworn, did say that he is the President of SCR Investments, Inc., which is the Manager of Eden Properties, LLC, which is the Manager of Eden Valley Holdings, LLC, which is the Manager of Eden Investments, LLC, which is the Manager of Wolf Creek Properties, LC, the signer of the foregoing Easement and duly acknowledged to me that he executed the same on behalf of and with full authority of said entities and Wolf Creek Properties, LC.

(Seal and Expiration Date)

[Signature]
Notary Public

