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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UNITED TITLE SERVICES
BY: SLR, DEPUTY - WI 3 P.

204804

PERPETUAL EXCLUSIVE EASEMENT
OVER LOT 118 KENNECOTT DAYBREAK PLAT 3A,

Whereas, Gold Medallion Custom Homes, L.C. is the owner of the following described property located in Salt Lake County, State of Utah, to-wit:

Lots 117 and 118 Kennecott Daybreak Plat 3A, according to the official plat thereof recorded in the office of the County Recorder of Salt Lake County, State of Utah.

Tax I.D. No. 26-24-451-021 and 26-24-451-022

And whereas, Gold Medallion Custom Homes, L.C. desires to create a perpetual, exclusive easement for use and enjoyment across a portion of Lot 118, for the benefit of the owners of Lot 117 their successors, agents and assigns.

Now therefore, in consideration of the mutual benefits derived therein, Gold Medallion Custom Homes, L.C. ("Grantor"), owner of Lot 118, Kennecott Daybreak Plat 3A, hereby grants to the Gold Medallion Custom Homes, L.C., owner of Lot 117, Kennecott Daybreak Plat 3A, and its successors, agents and assigns ("Grantee"), a perpetual, exclusive easement upon and within that portion of the Lot 118 described herein ("Easement Area).

The Easement Area is defined as beginning at the Southerly corner of Lot 118 and extending along the entire Southwesterly boundary, up to and including the Westerly corner of Lot 118, and extending approximately 3 feet Northeasterly from each aforementioned corner of

Lot 118 along both the Southeasterly boundary and Northwesterly boundary of Lot 118 up to and including the boundary line permanently created by extending a straight parallel line Southeasterly and Northwesterly from the Southwesterly foundation of the home constructed on Lot 118 as the foundation exists in September of 2007.

The approximate dimensions of the Easement Area are 3 feet by 75 feet. Any subsequent alteration, movement, removal or modification of the foundation establishing the boundary of the Easement Area shall not encroach upon the Easement Area, nor shall it be deemed to expand the Easement Area in any manner.


Each owner of Lot 117 shall be entitled to the exclusive use of the Easement Area for any lawful and permitted purpose, but may not create any nuisance by such use or materially interfere with any rights reserved herein to the owner of Lot 118.

The owner of Lot 117 shall be obligated to maintain and repair the entire Easement Area, at the owner's sole cost and expense, in an attractive, clean, safe and habitable condition.

A right of limited use of the Easement Area for the purpose of inspecting or maintaining any structure on the Property is reserved for owner of Lot 118, its successors, agents and assigns, but any damage to the Easement Area as a result of such use shall be promptly repaired at the sole cost and expense of the owner of Lot 118. No fence, building, shed or other structure may be erected or placed on any part of the Easement Area by the owner of Lot 118, nor may any nuisance be created by such limited use for inspection or maintenance purposes.

Dated this 13 day of September, 2007.

Gold Medallion Custom Homes, L.C.


By QUINN S. MORTENSEN, Manager/Member

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 13th day of September 2007, before me, the undersigned Notary Public, personally appeared Quinn S. Mortensen, known to me to be the member(s) or designated agents of the limited liability company that executed the above and acknowledged to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and an oath stated that they are authorized to execute said instrument freely and voluntarily for the purposes and use herein mentioned on behalf of the limited liability company.



NOTARY PUBLIC



My Commission Expires: 04/08/10

Residing at: Salt Lake City, Utah