

## EASEMENT AGREEMENT AND CONVEYANCE

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THIS EASEMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 02 day of March, 2015 by COVE AT ROCK CREEK LLC, THE aka THE COVE AT ROCK CREEK, LLC, a Utah limited liability company (hereinafter referred to as "Grantor").

### RECITALS:

A. Grantor is the owner of the parcels of real property located in Utah County, Utah, described on Exhibit "A" attached hereto and incorporation by this reference (hereinafter the "Property or Properties").

B. Grantor wishes to provide a perpetual, non-exclusive easement for any and all utilities in the Properties (including, without limitation, water lines, drainage lines, sewer lines, power lines, internet, TV, phone and related improvements) that are constructed within, under, over or through a Property and that extend to and/or serve another Property. This easement shall allow for construction, installation, repair, maintenance, and replacement of all such utilities. The beneficiaries of the easement shall be the Association, the service providers of the utilities, and all Owners of the Units receiving service from the subject utilities.

NOW, THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby agree as follows:

1. Grant of Easement. A perpetual, non-exclusive easement is hereby created for, and shall exist with respect to, any and all utilities in the Properties (including, without limitation, water lines, drainage lines, sewer lines, power lines and related improvements) that are constructed within, under, over or through a Property and that extend to and/or serve another Property. This easement shall allow for construction, installation, repair, maintenance, and replacement of all such utilities. The beneficiaries of the easement hereby created shall be the Association, the service providers of the utilities, and all Owners of the Properties receiving service from the subject utilities.

a. The easement hereby granted shall not be used by the owners of the Properties (their successors and assigns) in a manner that will unreasonably interfere with the lawful activities of the owner of the Properties or any business or other operation conducted upon the Properties; and

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THIS INSTRUMENT IS BEING RECORDED BY  
HICKMAN LAND TITLE CO.  
AS AN ACCOMMODATION ONLY.  
IT HAS NOT BEEN EXAMINED AS TO  
IT'S EFFECT, IF ANY, ON THE TITLE  
OF THE ESTATE HEREIN.

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b. The exact course of the easement hereby granted shall be determined from time to time by the owners of the Properties, as they may reasonably determine without violating 1.a.

2. Benefit and Binding Effect. The easements covenants and restrictions contained in this Agreement shall run with and be binding upon the properties and their Successors in interest and all parties having or acquiring any right, title or interest in or to any part of the Properties or in any easement. Any conveyance of easement rights shall also carry all the duties and obligations specified in this Agreement. Each party hereto shall be personally obligated and liable for performing its responsibilities and duties hereunder. Conveyance of title to any of the Properties shall not affect liability or accrued responsibilities.

3. Attorney's Fees. In the event that any party hereto shall be in default or breach of this Agreement, said party shall be liable to pay all reasonable attorney's fees, court costs and other related collection costs and expenses incurred by the non-defaulting or non-breaching party in prosecuting its rights hereunder.

4. Further Instruments. The parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

5. Waiver. A waiver by any party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

6. Paragraph Headlines. The paragraph headings of this Agreement are inserted only for convenience and in no way define, limit, or describe the scope or intent of this Agreement nor affect its terms and provisions.

7. Governing Law. This Agreement, and all matters relating hereto, including any matter or dispute arising out of the Agreement, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.

8. Amendments. This Agreement may be amended at any time upon unanimous agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective.

9. Severability. In the event that any provision of this Agreement, or any operation contemplated hereunder, is found by a court of competent jurisdiction to be inconsistent with or contrary to any law, ordinance, or regulation, the latter shall be deemed to control and the Agreement shall be regarded as modified accordingly and, in any event, the remainder of this Agreement shall continue in full force and effect.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representative, successors, and assigns.

11. Separate Counterparts. This Agreement is being executed in several identical counterparts, each one of which shall be considered an original and all of which when taken together shall constitute but one instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first written above.

COVE AT ROCK CREEK LLC, THE aka THE COVE AT ROCK CREEK, LLC

  
By: STAN T. ROWLAN, Manager

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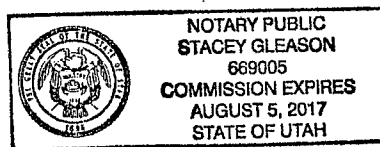
LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH     )  
                                  SS  
County of Davis     )

On the 6 day of March A.D. 2015 personally appeared before me STAN T. ROWLAN who being by me duly sworn did say, that he is a manager of COVE AT ROCK CREEK LLC, THE aka THE COVE AT ROCK CREEK, LLC, a Utah Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.

Commission expires: August 5, 2017  
Residing in: Saratoga Springs, Utah

  
Notary Public



**EXHIBIT "A"**

Lots 7, 8, 9, 10, 11 and 12, The Cove at Rock Creek, Phase 1 Amended, according to the official plat thereof, on file and of record in the office of the Utah County Recorder.

Parcel No(s): 65:421:0007  
65:421:0008  
65:421:0009  
65:421:0010  
65:421:0011  
65:421:0012