

When recorded return to:

Wolf Creek Sewer Improvement District  
 3918 North Wolf Creek Drive  
 Eden, Utah 84310

SEWER EASEMENT

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged **TRIPLE D LAND DEVELOPMENT, LLC, TRIPLE D VILLAGES, LLC, UPPER VILLAGE AT WOLF CREEK, LLC** and **THE VILLAGES AT WOLF CREEK HOMEOWNER'S ASSOCIATION, INC.** (the "Grantor"), whose address for the purposes hereof is 448 E. 6400 S. Ste. 450, Salt Lake City, Utah 84107, hereby grants, conveys, sells, and sets over unto **WOLF CREEK SEWER IMPROVEMENT DISTRICT**, a body politic of the State of Utah, its successors and assigns, ("Grantee"), whose address for the purposes is set forth above, a perpetual easement and right-of-way for sanitary sewer lines, pump and lift stations and related equipment and facilities and other sewer transmission and distribution structures and facilities (collectively, the "Facilities") in, on, over and across that certain real property (the "Parcel") situated in Weber County, State of Utah, more particularly described on Exhibit A attached hereto and incorporated herein by reference.

The right-of-way and easement granted herein shall be ten feet (10') wide perpetual right-of-way and easement, extending five feet (5') from each side of the center line of the existing pipeline(s) on the Parcel, as such pipelines are depicted on Exhibit B attached hereto and incorporated herein by reference. To the extent that any discrepancy exists between Exhibit B and the actual location of the pipeline(s) on the Parcel, the actual location of the pipeline(s) shall govern, with the right of way and easement running parallel to and extending five feet (5') on each side of the actual location of the centerline of the pipeline as it is buried on Grantor's property.

TOGETHER WITH the right to construct, maintain, operate, repair, inspect, protect, install, remove and replace such Facilities.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, perpetually, with a right of ingress and egress in said Grantee, its officers, employees, agents, invitees and assigns, to enter upon the above described Parcel for the use of said easement and right-of-way for the purposes hereof.

Grantor shall have the right to use the Parcel except for the purpose for which such easement and right-of-way is granted. Notwithstanding the foregoing, Grantor shall not interfere, disrupt, obstruct or otherwise impede the use of such easement and right-of-way by Grantee, shall not damage or interfere with the Facilities, and shall not otherwise adversely affect any other rights granted to Grantee hereunder. In no event shall Grantor build or construct or permit to be built or constructed any building, structure or other improvement on, over, under or across, or otherwise obstruct access to or use of, said easement and right-of-way, and Grantor shall not change the grade of such easement and right-of-way; provided that Grantor shall have the right to install within the foregoing easement area roadways, curbs, gutters and sidewalks, and to improve such areas with grass, shrubbery and other vegetation (excluding trees) and fences and gates, so long as such improvements and vegetation do not interfere with the use of the easement for the foregoing purposes. If Grantee disturbs any such permitted improvements or vegetation during the use of the easement by Grantee, Grantee shall promptly restore any such areas to substantially the same condition as existing prior to such entry.

Grantee shall have the right to convey and transfer its rights under this Sewer Easement to a person or entity for the purpose of exercising the rights and performing the obligations of Grantee hereunder.

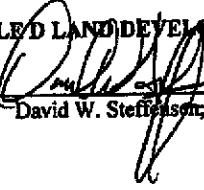
This instrument does not create any fiduciary or other relationship between the parties except as grantor and grantee. Any obligation or liability whatsoever of Grantee which may arise at any time under this instrument or any obligation or liability which may be incurred by Grantee pursuant to any other 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 Grantee'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.

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 Sewer Easement as of the 15 day of March, 2007.

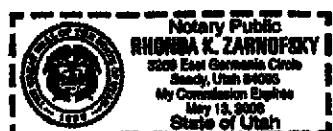
TRIPLE D LAND DEVELOPMENT, LLC

By:   
David W. Steffensen, Manager

STATE OF UTAH )  
Salt Lake )ss  
County of Weber )

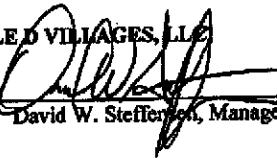
The foregoing instrument was acknowledged before me this 15 day of March, 2007, by  
David W. Steffensen, who is the Manager of TRIPLE D LAND DEVELOPMENT, LLC

(Seal and Expiration Date)



Notary Public

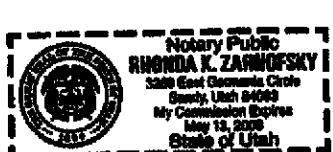
TRIPLE D VILLAGES, LLC

By:   
David W. Steffensen, Manager

STATE OF UTAH )  
Salt Lake )ss  
County of Weber )

The foregoing instrument was acknowledged before me this 15 day of March, 2007, by  
David W. Steffensen, who is the Manager of TRIPLE D VILLAGES, LLC.

(Seal and Expiration Date)



## UPPER VILLAGE AT WOLF CREEK, LLC

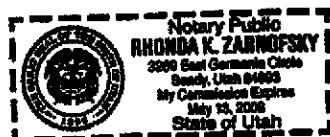
By:

David W. Steffensen, Manager

STATE OF UTAH )  
 Salt Lake )ss  
 County of Weber )

The foregoing instrument was acknowledged before me this 15 day of March, 2007, by  
 David W. Steffensen, who is the Manager of UPPER VILLAGE AT WOLF CREEK, LLC.

(Seal and Expiration Date)

THE VILLAGES AT WOLF CREEK  
HOMEOWNER'S ASSOCIATION, INC.

By:

David W. Steffensen, President

STATE OF UTAH )  
 Salt Lake )ss  
 County of Weber )

The foregoing instrument was acknowledged before me this 15 day of March, 2007, by  
 David W. Steffensen, who is the President of THE VILLAGES AT WOLF CREEK HOMEOWNER'S  
 ASSOCIATION, INC.

(Seal and Expiration Date)

Notary Public



EXHIBIT A

TO

## SEWER EASEMENT

## (Parcel Description)

The "Parcel" referred to in the foregoing Sewer Easement is located in Weber County, Utah and is more particularly described as follows:

The Village Boundary Description

# 22-191-0015

The Village

A part of the Northwest Quarter of Section 27, T7N, R1E, SLB&M, Beginning at a point S 89°07'34" E along the section line 907.69 feet and S 00°52'26" W 15.25 feet from said NW corner running; thence as follows:

S 89°55'19" E	177.16 feet; thence
N 17°28'49" W	313.48 feet; thence
N 60°34'29" W	74.08 feet; thence
N 08°53'34" W	80.00 feet; thence
N 47°30'36" E	228.00 feet; thence
S 89°29'34" E	425.00 feet; thence
S 01°50'26" W	38.93 feet to the Westerly Right of Way line of Wolf Creek Drive, and a point on a non-tangent curve to the left; thence
Southwesterly	256.96 feet along said curve to a tangent line (R=931.42', D=15°48'24", CH=268.68', CHB=S 27°08'35" W) and a point on a non-tangent curve to the left; thence
Southwesterly	642.51 feet along said curve to a tangent line (R=1225.60', D=30°01'22", CH=635.40', CHB=S 03°58'35" W) on the North line of the Utah Power and Light Property; thence
N 76°33'00" W	348.36 feet along said north line; thence
N 21°27'34" W	274.48 feet to the Point of Beginning.
Contains	330,620 Sq. Ft. / 7.590 Acres (including Common Area) and 62 Units

**EXHIBIT B**

**TO**  
**SEWER EASEMENT**

---

**(Pipeline(s) Location)**

The existing pipelines located on the Parcel from which the centerline of the easement described in the foregoing document shall be determined are identified on the map attached hereto and incorporated herein by reference

