

When recorded return to:
Douglas Grass
11211 Gold Country Blvd
Suite 100
Gold River, CA 95670

NE 8 40 00 W
1 Lakeview Meadows

E 1694881 B 2902 P 637
SHERYL L. WHITE, DAVIS CNTY RECORDER
2001 OCT 10 3:41 PM FEE 30.00 DEP MEC
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

10

EASEMENT AGREEMENT

LAKEVIEW ESTATES INVESTORS, L.L.C., a Utah Limited Liability Company ("LAKEVIEW ESTATES" or "GRANTOR"), does hereby convey and warrant to FORT LANE DEVELOPMENT COMPANY, L.L.C., a Utah Limited Liability Company ("FORT LANE" or "GRANTEE"), and its successors and assigns in perpetuity, for valuable consideration, receipt of which is hereby acknowledged, three separate permanent easements according to the terms and conditions of this Agreement.

1. **GRANT OF EASEMENT.** For the consideration described in Paragraph 2, LAKEVIEW ESTATES grants to FORT LANE a blanket utility easement and right-of-way over, across, in, under and through property situated in the County of Davis, State of Utah referred to below as parcels 1 & 2 hereafter described as the "Property".

Parcel 1: Beginning at the Southeast Corner of the Northeast Quarter of the Section 8, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 01°12' East 796 feet along the section line; thence West 1258 feet, more or less, to the East line of a Highway; thence South 0°17' West 476.86 feet along said Highway; thence South 75°02' East 586.16 feet; thence South 72°24' East 552.97 feet; thence South 89°48' East 164.21 feet to the point of beginning. This parcel contains 18.809 acres.

Tax ID 090350025

Parcel 2: All of Lot 1 of LAKEVIEW MEADOWS, a Subdivision located in the Northwest Quarter of Section 9, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Layton City, Davis City, Utah, according to the Official Plat on file in the Office of the Davis County Recorder. This parcel contains 16.42 acres.

~~*69-292-0001*~~ *69-292-0001*

Said property is commonly know by the street address of: 2600 Hill Field Road, Layton, UT 84041

2. **CONSIDERATION.** This easement is granted in considration of the GRANTEE'S payment to GRANTOR of the sum of \$1.00 and other valuable consideration, receipt of which is acknowledged.

3. **CHARACTER OF EASEMENT.** The easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the dominant estate property.

4. **LOCATION OF EASEMENT.** The easement and right-of-way shall be located on the Property as more particularly described as following in Exhibits "A", "B", and "C" attached hereto and incorporated herein for all purposes.

109782

5. **PURPOSE OF EASEMENT.** This instrument grants a blanket utility easement for the purpose of placing, constructing, operating, repairing, maintaining, upgrading, rebuilding, replacing, relocating, and removing single, multiple, and parallel underground utility lines and pipes, including but not limited to storm water drainage and sanitary sewer water systems and distribution lines. This easement will service the following property that is currently knows as:

All of Lot 2, Lake^{view} Meadows, a subdivision located in the Northwest Quarter of Section 9, Township 4 North, Range 1 West, Salt Lake Base and Meridian, according to the offical plat as recorded in the office of the county recorder for Davis County. This parcel of land contains 22.5 acres.

Tax 09-282-0002

6. **DURATION OF EASEMENT.** This easement shall be perpetual.

7. **WARRANTY TO TITLE.** GRANTOR and GRANTOR'S representatives, successors, and assigns are and shall be bound to warrant and forever defend the casement and rights conveyed in this instrument to GRANTEE and GRANTEE'S representatives, successors, and assigns, against every person lawfully claiming or to claim all or any part of the interest in the Property.

8. **NON-EXCLUSIVENESS OF EASEMENT.** The easement, rights, and privileges granted by this conveyance are non-exclusive, and GRANTOR reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper so long as the granted rights do not conflict with the rights granted in this Agreement.

9. **TEMPORARY AND SECONDARY EASEMENTS.** In addition to the easement appurtenant and right-of-way easement, GRANTEE shall have the right to use as much of the surface of the Property adjacent to the easement as may be reasonably necessary for GRANTEE to construct and install the contemplated facilities in the easement. On completion of construction and installation, GRANTEE shall replace and restore all fences, walls, or other structures that may have been relocated or removed during the construction period.

10. **RIGHTS RESERVED.** GRANTOR retains, reserves, and shall continue to enjoy the use of the surface of the easement area of this Agreement for any and all purposes that do not interfere with and prevent GRANTEE'S use of the easement. This includes, without limitation, the right to build and use the surface of the easement area for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses and to dedicate all or any part of the casement area to any city for use as a public street, road, or alley.

11. **EQUITABLE RIGHTS OF ENFORCEMENT.** This easement may be enforced by restraining orders and injunctions prohibiting interference and commanding compliance.

12. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by both parties.

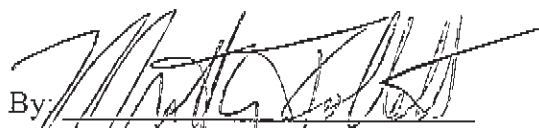
13. **DISPUTE EXPENSES AND ATTORNEYS' FEES.** If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

14. **BINDING EFFECT.** This Agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns.

15. **ASSIGNABILITY.** This easement shall be assignable by either party. This Agreement shall bind and inure to the benefit of each party's representatives, assignees, and successors.

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easement this 4 day of October, 2001.

LAKEVIEW ESTATES INVESTORS,
a Utah Limited Liability Company

By: 
Matthew N. Follett,

Sole Manager

FORT LANE DEVELOPMENT
COMPANY, L.L.C., a Utah
Limited Liability Company

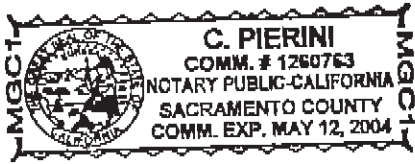
By: 
Matthew N. Follett,

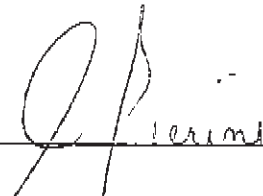
Manager
Lakeview Estates Investors, LLC, Manager

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On this 4th day of October, 2001, personally appeared before me Matthew N. Follett, who duly acknowledged to me that he is the Sole Manager of Lakeview Estates Investors, L.L.C., and that he executed the within instrument on behalf of said entity.





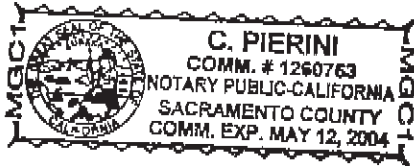
NOTARY PUBLIC

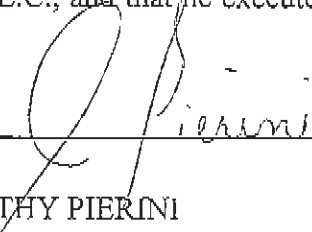
STATE OF CALIFORNIA

E 1694881 B 2902 P 640

COUNTY OF SACRAMENTO

On this 4th day of October, 2001, personally appeared before me Matthew W. Follett, who duly acknowledged to me that he is the Managing Member of Fort Lane Development Company, L.L.C., and that he executed the within instrument on behalf of said entity.





CATHY PIERINI
NOTARY PUBLIC

MY COMMISSION EXPIRES: MAY 12, 2004

E 1694881 B 2902 P 641

Storm Drain / Sanitary Sewer Easement 1

A twenty foot (20') Sanitary Sewer and Storm Drain Easement, said Easement being 10' in each side of a centerline more particularly described as follows:

Beginning at a point which is 10.00 feet North 01°37' East from the Southwest corner of Lot 2, Lakeview Estates Subdivision as recorded with the office of the Davis County Recorder, and running

thence North 89°18' West 176 feet, more or less, to the centerline of 125 West Street (a private road);

thence South 00°03' West along said centerline 146 feet to a point which is 3 feet South, more or less, of the centerline of 2500 North street;

thence North 89°22' West 107 feet along a line which is 3 feet perpendicularly distant South from said centerline of 2500 north street to a point on the West line of said Lakeview Estates Subdivision;

thence North 73°45' West 122 feet;

thence North 40°57' West 109 feet;

thence South 71°49' West 167 feet;

thence Northwesterly along a line which is 10, more or less Perpendicularly distant North from the centerline of 2600 North street the following three (3) courses: North 72°33' West 331 feet, North 75°11' West 493 feet and North 89°52' West 118 feet, more or less, to the West line of Hill Field Road (400 West Street) and terminates thereon.

EXHIBIT B

E 1694881 B 2902 P 643

Storm Drain / Sanitary Sewer Easement 2

A twenty foot (20') Sanitary Sewer and Storm Drain Easement, said Easement being 10' on each side of a centerline more particularly described as follows:

Beginning at a point which is 10.00 feet North 01°37' East from the Southwest corner of Lot 2, Lakeview Estates Subdivision as recorded with the office of the Davis County Recorder, and running

thence North 89°18' West 176 feet, more or less, to the centerline of 125 West Street (a private road);

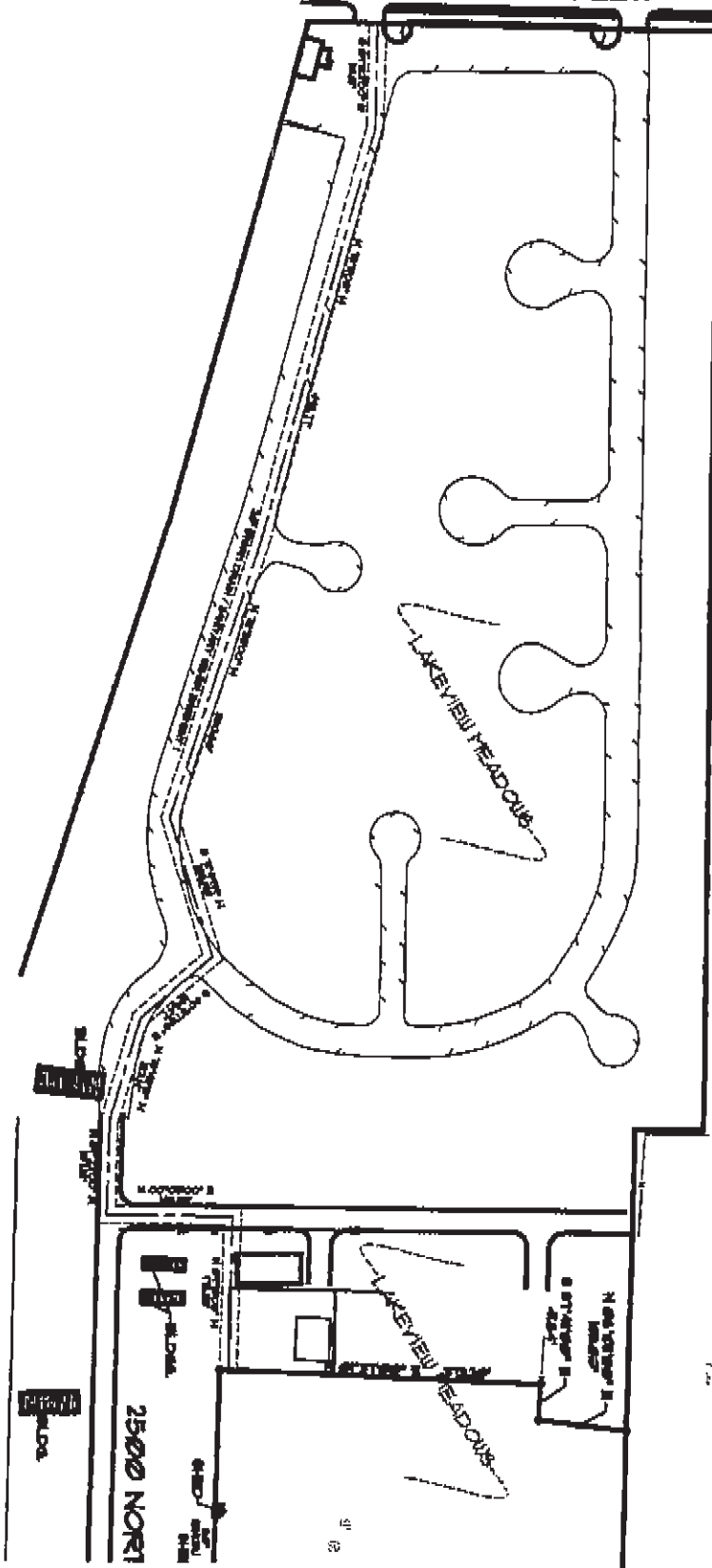
thence South 00°03' West 241 feet, more or less, to a point that is 10 feet North of the section line which runs along the south line of said Lakeview Estates Subdivision;

thence North 89°57' West 271 feet, more or less, along a line 10 feet perpendicularly North of said south line of said subdivision;

thence North 72°33' West 550 feet, more or less, along a line 10 feet perpendicularly North of said south line of said subdivision;

thence North 75°11' West 587 feet, more or less, along a line 10 feet perpendicularly North of said south line of said subdivision to the West line of Hill Field Road (400 West Street) and terminates thereon.

HILL FIELD ROAD
(400 WEST STREET)



ATTACHMENT B
Page 2 of 2

	LAKEVIEW ESTATES LAYTON ENGINEERING 1000 S. 1000 E. SUITE 100 SALT LAKE CITY, UT 84143	
	PROJECT: LAKEVIEW ESTATES SHEET: SITE PLAN / POWER DISTRIBUTION 1	

EXHIBIT C

E 1694281 B 2902 P 645

A twenty foot (20') Sanitary Sewer Easement, said Easement being the easterly 20 feet of Lot 1, Lakeview Meadows Subdivision as recorded with the office of the Davis County Recorder and being more particularly described as follows:

Beginning at the Northeast corner of said Lot 1, Lakeview Meadows Subdivision, said point being on the West line of Fort Lane and running thence South $00^{\circ}38'00''$ West along said West line 65.57 feet to a point of curvature;

thence Southeasterly along the arc of a 642 foot radius curve to the left through a central angle of $17^{\circ}02'11''$, a distance of 190.90 feet to the Southeast corner of said Lakeview Meadows Subdivision;

thence North $89^{\circ}22'00''$ West along the South line of said Subdivision 20.89 feet to a point on the arc of a 662 foot radius curve to the right;

thence Northwesterly along the arc of said curve through a central angle of $16^{\circ}30'25''$ (center bears North $74^{\circ}07'34''$ East, long chord bears North $07^{\circ}37'43''$ West 81.87 feet), a distance of 190.73 feet to a point of tangency;

thence North $00^{\circ}38'00''$ East 65.35 feet to the North line of said Lot 1;

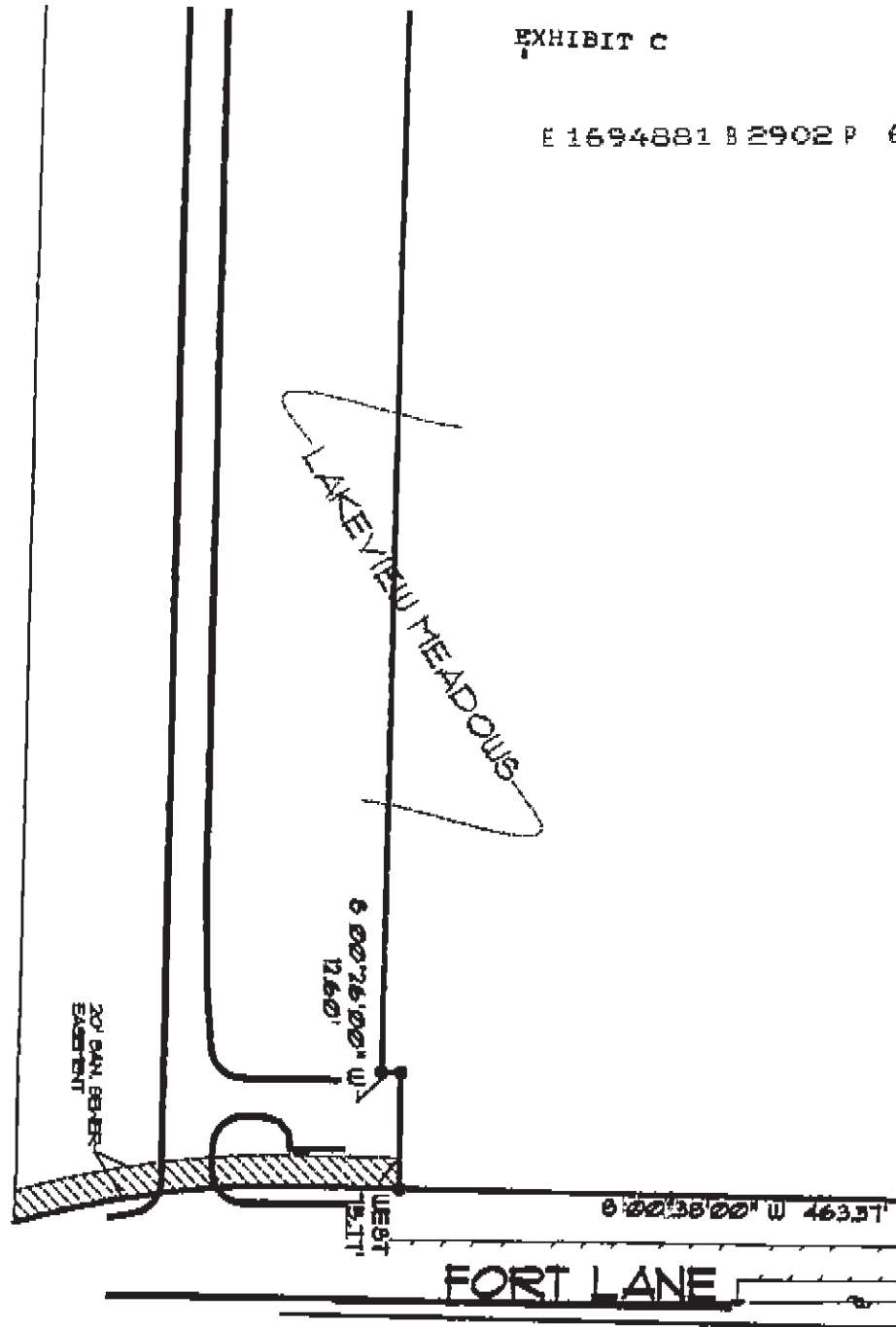
thence East along said South line 20.00 feet to the point of beginning.

JTF
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September 27, 2001

EXHIBIT C
Page 1 of 2

EXHIBIT C

E 1694881 B 2902 P 646



Top 2 of 2

	LAKEVIEW ESTATES LAND SURVEYING & ENGINEERING 1000 W. 10th St. DENVER, CO 80202		
	SYSTEM DESIGN / SURVEY PLANNING 3		