

When Recorded Mail to:

Craig Mogel
PO Box 1918
Park City, UT 84060

Ent 312323 Bk 916 Pg 440-446
Date: 18-DEC-2006 2:20PM
Fee: \$82.00 Check Filed By: MMM
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: COALITION TITLE

EASEMENT & MAINTENANCE AGREEMENT

THIS EASEMENT & MAINTENANCE AGREEMENT is entered on this 13th day of December, 2006, by Snake Creek Property Holdings, LLC, a Utah limited liability company (together with future owners of the Grantor Property defined below, "Grantor"); and Hidden Springs, LLC (together with future owners of the Grantee Property defined below, "Grantee").

RECITALS

- A. Grantor is the owner of certain real property being developed into townhomes in Midway, Wasatch County, Utah, generally known as The Lodges At Snake Creek, and which is more particularly described on that certain plat titled The Lodges At Snake Creek An Amendment To Johnson Condominiums, recorded on April 14, 2006 as Entry No. 299882 in the office of the County Recorder for Wasatch County, State of Utah (together with any amendments or modification so such plat, the "Grantor Property").
- B. Grantee is the owner of certain real property located immediately adjacent to the Snake Creek Property and identified by Wasatch County Tax Serial Numbers OMI-0551, OMI-0555, and OMI-0556 (the "Grantee Property").
- C. Grantee would like Grantor to grant to Grantee a perpetual non-exclusive easement over the property more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Area") for the limited purpose of being able to repair or replace the water lines buried within the Easement Area which service(s) the Grantee Property as necessary.
- D. Grantor is willing to grant to Grantee a perpetual non-exclusive easement over the Easement Area on the terms and conditions contained herein.
- E. Grantor is willing to accept the responsibility to perform all maintenance and repair of the water line(s) currently existing within the Easement Area as necessary and at Grantor's expense.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Easement** Grantor does hereby grant and convey to Grantee, a perpetual, non-exclusive easement for repair and replacement of water lines within the Easement Area and for reasonable access over the Grantor Property in order to repair and replace such water lines (the "Easement"). The location of said Easement shall be the Easement Area described on Exhibit A.

2. **Use of Easement**

- (a) The Easement includes the right to repair and maintain the water lines located within the Easement Area in a commercially reasonable manner;
- (b) The Easement includes the right of the owner of the Grantee Property, or its designated agents or contractors, to enter upon the Easement Area at reasonable times and in a reasonable manner for the purpose of repairing or replacing the water lines located within the Easement Area as necessary;
- (c) In the event that the owner of the Grantor Property has not performed its repair obligations as set forth in Section 3 below, and it is necessary for the owner of the Grantee Property to exercise its rights hereunder to make necessary repairs to the water lines within the Easement Area, then all reasonable costs and expenses of any kind or nature, associated with such repairs shall be the responsibility of the owner of the Grantor Property (Jointly, but not severally. If there are multiple owners of the Grantor Property, then any individual who owns a portion of the Grantor Property shall only be responsible to pay its proportionate share of any such expenses or costs and upon doing so, shall be entitled to have any lien or encumbrance against its property or any personal action relating to such expenses and costs fully released and dismissed as to such owner and its property.);
- (d) Unless required by an emergency, Grantee shall give Grantor at least 10 days written notice of Grantee's desire to enter on the Easement Area to perform repair of or replace a water line;
- (e) Grantee may not add additional water lines or replace the existing water lines without the prior written approval of Grantor, its successors and assigns, which approval shall not be unreasonably withheld, and any repair or replacement of water lines by Grantee shall be completed without interruption to water service to the Grantor Property and its occupants;
- (f) Any damage to the Easement Area resulting from Grantee's negligence in the exercise of its rights hereunder shall be fixed by Grantee at Grantee's cost, and the Grantor Property restored to the condition it was in prior to Grantee's entry upon the Easement Area;
- (g) All repair of the damage to the Easement Area shall be completed promptly (weather conditions permitting) and in a professional and workmanlike manner;
- (h) Grantee shall not replace an existing water line with a line of greater capacity, unless otherwise agreed to in writing by the owner of the Grantor Property; and
- (i) Grantee hereby agrees to indemnify, defend and hold Grantor harmless, upon written demand from Grantor, from any and all liabilities, damages or claims of any kind resulting from Grantee's negligence in the exercise of its rights hereunder, including without limitation any liabilities or claims of any kind made by or against any agent or contractor of Grantee.

3. **Grantor's Maintenance Responsibilities** Notwithstanding Grantee's rights hereunder, Grantor does hereby agree that Grantor, or the successor owners of the Grantor Property, shall be responsible for all maintenance, repair and replacement of the existing water line(s) located in the Easement Area as necessary, and shall do so in a commercially reasonable time and manner at Grantor's sole expense (Jointly, but not severally. If there are multiple owners of the Grantor Property, then any individual who owns a portion of the Grantor Property shall only be responsible to pay its proportionate share of any such expenses or costs and upon doing so, shall be entitled to have any lien or encumbrance against its property or any personal action relating to such expenses and costs fully released and dismissed as to such owner and its property.). Grantor shall form a homeowners association (or equivalent) in connection with the development of the Grantor Property and such homeowners association (or equivalent), when formed, shall assume all responsibility for Grantor's obligations hereunder.

4. **Covenants To Run With Land** Grantor and Grantee hereby declare that the covenants, rights and obligations contained herein shall run with the Grantor Property and the Grantee Property respectively and that the Grantor Property and the Grantee Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the terms and conditions of this Easement & Maintenance Agreement. This Easement & Maintenance Agreement shall run with the Grantor Property and with the Grantee Property, and shall be binding upon all persons having any right, title or interest in the Grantor Property or the Grantee Property, their respective heirs, successors and assigns; shall inure to the benefit of the Grantor Property and the Grantee Property, and any interest therein; and shall inure to the benefit of and be binding upon Grantor, Grantee, and their respective successors in interest, and may be enforced by the owners of the Grantor Property and/or the Grantee Property.

5. **Compliance** Grantor and Grantee do hereby agree to comply strictly with the provisions of this Easement & Maintenance Agreement, as set forth herein and as these provisions may lawfully be modified and amended in writing by the parties from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages, for injunctive relief or for both, maintainable by an aggrieved party. In such action, the prevailing party shall be entitled to recover costs and reasonable attorney fees as are ordered by the court. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. The obligations, provisions, covenants, restrictions, and conditions contained in this Easement & Maintenance Agreement, or in any amendments hereto, shall be enforceable by the respective owners of the Grantor Property and the Grantee Property. There are not intended or unintended third party beneficiaries.

6. **Interpretation** Whenever used herein, unless the context shall otherwise require, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The Section headings set forth herein are for convenience and reference only and are not intended to expand, limit, or otherwise affect the meaning or interpretation of this Easement & Maintenance Agreement. The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provisions hereof.

7. **Amendment** This Easement & Maintenance Agreement may be amended only by the mutual written consent of the owners of the Grantor Property and the Grantee Property.

8. **Abrogation** The provisions of sections 2(f), 2(i) and 5 above shall survive the termination of this Easement & Maintenance Agreement.

9. **Effective Date** This Easement & Maintenance Agreement shall take effect upon recording in the Office of the Wasatch County Recorder.

10. **Governing Law** This Easement & Maintenance Agreement shall be governed and construed in accordance with the laws of the State of Utah.

11. **Authority of Signers** If any party hereto is a corporation, partnership, trust, estate, limited liability company, or other entity, the person(s) executing this Easement & Maintenance Agreement on its behalf warrant(s) their authority to do so and to bind such party.

12. **Release of Claims** As material consideration for Grantor entering into this Easement & Maintenance Agreement, which Grantor would not otherwise do, Grantee, for itself, its successors in interest and assigns, hereby releases, relinquishes and waives any and all claims, demands, causes of action or other similar rights it may have, either presently or in the future against the Grantor, its principals, agents, employees, successors in interest, assigns or any future owners of the Grantor Property regarding the existence or right to any easement (whether written, recorded, prescriptive or otherwise) for hot water or cold water lines or related improvements in or to the Grantor Property, except for those rights and obligations of the parties which are expressly set forth herein.

IN WITNESS WHEREOF, the undersigned Grantor and Grantee have executed this Easement & Maintenance Agreement as of the day and year first above written.

GRANTOR

SNAKE CREEK PROPERTY HOLDINGS, LLC

By: [Signature]
Its: Managing Member

GRANTEE

HIDDEN SPRINGS, LLC

By: [Signature] - *managing member*
Its: [Signature] - *managing member*
[Signature] - *member - managing member*

ACKNOWLEDGEMENTS

STATE OF Utah)
County of Summit) : ss.

On the 13th day of December, 2006, personally appeared before me Craig Mogel, who duly acknowledged and swore to me that he/she is the Managing member of SNAKE CREEK PROPERTY HOLDINGS, LLC, and who duly acknowledged to me that he/she executed the foregoing instrument on behalf of and with the authority to bind said entity.

Notary Public Tiffany C. Ringel
My commission Expires: 6/13/2010
Residing at: Summit County, Utah



STATE OF Utah)
County of Utah) : ss.

On the 5 day of December, 2006, personally appeared before me Jordan Casey, Leung Johnson, John Wright, who duly acknowledged and swore to me that he/she is the Managing member of HIDDEN SPRINGS, LLC, and who duly acknowledged to me that he/she executed the foregoing instrument on behalf of and with the authority to bind said entity.

Notary Public Leo K. Sharp
My commission Expires: 12-28-08
Residing at: Payson Utah

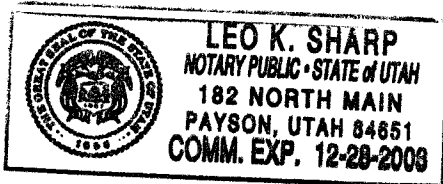


EXHIBIT A

Easement Area

Beginning at a point located North 89°20'05" East along the section line 31.82 feet and South 1,744.64 feet, and North 89°59'57" West 818.52 feet from the North Quarter Corner of Section 27, Township 3 South, Range 4 East, Salt Lake Base and Meridian; thence South 09°13'53" East 10.15 feet; thence North 89°57'56" East 136.06 feet; thence South 00°02'04" East 220.55 feet; thence South 89°52'25" West 58.42 feet; thence South 06°50'23" West 20.67 feet; thence South 89°52'25" West 20.15 feet; thence North 06°50'23" East 40.81 feet; thence North 89°52'25" East 52.15 feet; thence North 00°02'04" West 180.59 feet; thence South 89°57'56" West 124.02 feet; thence North 09°13'53" West 30.42 feet; thence South 89°59'57" East 15.20 feet to the point of beginning.

Containing 9,441.85 square feet or 0.22 acres

*all units in
lodges at Snake
Creek -*

DLN - 0001-1 - 0001-9

DLN - 0002-1 - 0002-9

DLN - 0003-1 - 0003-9

DLN - 0004-1 - 0004-9

DLN - 0005-1 - 0005-9

DLN - 0006-1 - 0006-9

DLN - 0007-1 - 0007-9

DLN - 0008-1 - 0008-9

