

FD - 36631

## GRANT OF EASEMENT

This Easement is granted this \_\_\_\_ day of April, 2006, by **Zions Builders, Inc.** (hereinafter "Zions Builders") in favor of **Liberty Project Development, LLC** ("Liberty").

WHEREAS, Zions Builders owns a parcel of real property in the County of Utah, State of Utah, which parcel is described in the attached Exhibit "A"; and

WHEREAS, Liberty has acquired or is about to acquire a parcel of real property which is contiguous to and immediately to the South of the Zions Builders parcel which parcel is described in the attached Exhibit "B"; and

WHEREAS, Liberty desires Zions Builders to grant Liberty an easement across a portion of the Zions Builders parcel for ingress, egress and utility lines to the Liberty parcel; and

WHEREAS, Zions Builders is willing to grant such an easement upon the terms and conditions set forth below.

NOW THEREFORE, for good and valuable consideration, the recitals above incorporated herein by this reference, the undersigned grants the following easement to Liberty:

1. Zions Builders hereby conveys and grants to Liberty, and his successors in interest and assigns, a 40 foot non-exclusive easement from Salem Canal Road to the North line of the Liberty Parcel running parallel to the East property line of the Zions Builders' parcel for ingress, egress and utility lines. The easement is for the benefit of the Liberty parcel.
2. The Easement granted herein shall be the serviant estate and the Liberty parcel shall be the dominant estate. The easement granted herein shall run with the land.
3. Liberty, its successors, assigns, and invitees shall not block or park in or upon the Easement Parcel.
4. The easement granted herein is not intended to be and shall not be construed to be a public easement and shall not and does not constitute a dedication of a grant for public use. It is granted specifically and exclusively to benefit only the Liberty parcel.
5. Liberty shall be solely responsible for any and all maintenance, including all costs and charges associated with such maintenance, that may be required. Zions Builders, its successors or assigns, has no obligation whatsoever to improve or maintain the easement parcel. In the event the easement parcel is ever dedicated as a public street this Easement shall automatically terminate.
6. Zions Builders reserves the right to connect to the utilities located in the easement and no connection fee shall be charged to Zions Builders. The intent of this paragraph is to fulfill the provisions set forth in Addendum No. 3 of the contract between Liberty and Property Brokers, LLC dated February 17, 2006, which provision shall survive the closing and shall not be merged.

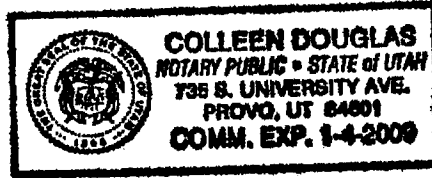
Zions Builders, Inc.

Liberty Project Development, LLC

David Morley President  
David Morley, President

Neil Wall  
By: NEIL WALL  
Its: M.C. Morris

COUNTY OF UTAH )  
: ss.  
STATE OF UTAH )

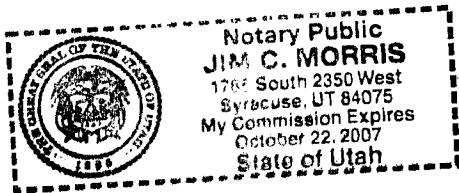


On the 18 day of April, 2006, personally appeared before me David Morley, President of Zions Builders, Inc., the signor of the within instrument who duly acknowledged before me that he executed the same.

Colleen Douglas  
NOTARY PUBLIC

COUNTY OF UTAH )  
: ss.  
STATE OF UTAH )

On the 21<sup>st</sup> day of April, 2006, personally appeared before me NEIL J. WALL, MANAGER of Liberty Project Development, LLC, the signor of the within instrument who duly acknowledged before me that he executed the same.



M.C. Morris  
NOTARY PUBLIC

COMMENCING AT THE SOUTHWEST CORNER OF NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 17.23 CHAINS; THENCE NORTH 71 1/4° EAST 1.82 CHAINS; THENCE NORTH 68 1/2° EAST 2.46 CHAINS; THENCE NORTH 89 1/4° EAST 1.79 CHAINS; THENCE SOUTH 19.25 CHAINS; THENCE WEST 5.32 CHAINS TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT NORTH 0.975 FEET AND EAST 25.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°50'49" WEST 152.42 FEET ALONG A FENCE; THENCE NORTH 00°32'45" WEST 183.06 FEET ALONG A FENCE; THENCE NORTH 01°03'28" WEST 249.98 FEET ALONG A FENCE; NORTH 01°07'05" WEST 122.28 FEET ALONG A FENCE; THENCE NORTH 01°12'38" WEST 28.18 FEET ALONG A FENCE; THENCE NORTH 00°57'31" WEST 256.38 FEET ALONG A FENCE; THENCE NORTH 01°12'38" WEST 28.18 FEET ALONG A FENCE; THENCE DEPARTING FROM SAID FENCE SOUTH 89°59'37" EAST 15.89 FEET; THENCE SOUTH 89°59'37" EAST 20.45 FEET; THENCE NORTH 90°00'00" EAST 106.28 FEET; THENCE NORTH 77°43'37" EAST 189.31 FEET TO A POINT; THENCE SOUTH 00°32'55" EAST 392.48 FEET ALONG A FENCE; THENCE SOUTH 02°21'47" EAST 115.82 FEET ALONG A FENCE; THENCE SOUTH 00°28'11" EAST 520.49 FEET ALONG A FENCE TO A CORNER IN A FENCE; THENCE SOUTH 89°21'19" WEST 324.34 FEET ALONG A FENCE TO THE POINT OF BEGINNING.

SITUATE IN UTAH COUNTY, STATE OF UTAH.

## LEGAL DESCRIPTION

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**EXHIBIT B**

Beginning at a point North 0.975 feet and East 25.00 feet from the West Quarter Corner of Section 14, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence North 00°50'49" West 152.42 feet along a fence; thence North 00°32'45" West 183.06 feet along a fence; thence North 01°03'26" West 249.98 feet along a fence; North 01°07'05" West 122.26 feet along fence; thence North 00°57'31" West 256.38 feet along a fence; thence North 01°12'38" West 28.18 feet along a fence; thence departing from said fence South 89°59'37" East 15.99 feet; thence South 89°59'37" East 20.45 feet; thence North 90°00'00" East 106.28 feet; thence North 77°43'37" East 189.31 feet to a point; thence South 00°32'55" East 392.46 feet along a fence; thence South 02°21'47" East 115.92 feet along a fence; thence South 00°26'11" East 520.49 feet along a fence to a corner in a fence; thence South 89°21'19" West 324.34 feet along a fence to the point of beginning.