

WHEN RECORDED, MAIL TO:  
 Marinick LTD.  
 1002 East South Temple # 308  
 Salt Lake City, Utah 84102-4505

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 Book - 9286 Pg - 2309-2314  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 JACK PLUMB  
 3270 S 1100 W  
 SLC UT 84119  
 BY: ZJM, DEPUTY - WI & P.

**PIPELINE AND UTILITY EASEMENT AND JOINT MAINTENANCE AGREEMENT**

This Pipeline and Utility Easement and Joint Maintenance Agreement (hereinafter this "Agreement") is made and entered into effective as of the 14 day of March, 2006 (the "Effective Date"), among and between the following parties: MARINICK LTD., and RICK ANDERSON (hereinafter sometimes referred to as "Grantors"), and the following persons: MARINICK LTD., RICK ANDERSON, and DINA A. NEWHOUSE (hereinafter sometimes referred to as "Grantees").

**RECITALS**

A. Grantors and Grantees MARINICK, LTD. and RICK ANDERSON are owners of two adjacent parcels of real property, more particularly described as: (a) Anderson Cove Subdivision, Lot 1 (Parcel I.D. # 1601276005); (b) Anderson Cove Subdivision, Lot 2 (Parcel I.D. # 1610276004). Grantee DINA A. NEWHOUSE is the owner of a third parcel, adjacent to Anderson Cove Subdivision, Lot 2, and more particularly described as Anderson Cove Subdivision, Lot 3 (Parcel I.D. # 160276003). All three parcels just described (referred to hereinafter as the "Grantor Properties" or "Grantee Properties," as the context requires) are located in Salt Lake County, Utah.

B. Each of the Grantors has agreed to grant to all other parties to this Agreement, an appurtenant, nonexclusive, easement (the "Utility Easement"), approximately 10.0 feet in width, over each of the Grantor Properties, as graphically depicted and legally described on Exhibit A, attached hereto and incorporated herein by this reference (the "Utility Easement Property") for the purposes described below, in paragraph 1.

C. In consideration of the mutual benefits derived from the easement granted herein, each of the Grantors and Grantees agree that they are jointly responsible, as Lot owners, for the costs of inspecting, protecting, removing, maintaining, repairing, replacing, and relocating all pipeline mains, valves, valve boxes, meters, and other water transmission, collection, and/or distribution structures and facilities (hereinafter, "Utilities") as required or needed to insure that a functioning culinary water connection can be made to each of the Grantors' and Grantees' Lots.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, Grantor and Grantee, each for itself, its successors and assigns, do hereby agree as follows:

Recitals. The provisions of the above recital paragraphs, by this reference, are incorporated herein as if they had been set forth in the text of this Agreement.

1 Grant and Purpose of Utility Easement. Grantors and Grantees hereby grant to each other, and their successors and assigns, for the Term of this Agreement, the Utility Easement for the purposes of excavating, constructing, inspecting, protecting, installing, removing, maintaining, repairing, replacing, relocating, using and operating Grantees' pipeline mains, laterals, valves, valve boxes, meters, and other water transmission, collection, and/or distribution structures and facilities required or needed by Grantees to deliver and/or measure culinary water across the Utility Easement Property to the Grantee Properties, with the right, permission and authority to enter over and across the Grantor Properties by means of roads and lanes upon such property as necessary and appropriate for such purposes. Grantees' rights of ingress and egress over the Grantor Properties shall include the right to trim, cut, or clear away any trees or brush on the Grantor Properties that may present an obstacle to Grantees' access to the Utility Easement Property, or that may in any way interfere, or threaten to interfere, with Grantees' rights hereunder.

2 Term. The "Term" of this Agreement begins on February 21, 2006, and shall be perpetual. The benefits and burdens described hereunder shall inure perpetually to the benefit and burden of Grantors, Grantees, and their successors and assigns.

3 Non-Exclusive Easement. Grantors reserve the right to use the Utility Easement Property for other purposes of the Grantors, provided that the exercise of the rights of Grantors shall not interfere with Grantees' rights hereunder; provided, however, that the Grantors shall not erect or construct any building or other structure, or drill or operate any well, or other obstruction on the Utility Easement Property, or diminish or substantially add to the ground cover over the Utility Easement Property.

4. Access Grantors acknowledge, covenant, promise and guarantee that this Utility Easement grants to Grantees and their agents and employees, the right to enter the Utility Easement Property at any time, and to cross over or temporarily occupy the Grantor Properties, as necessary to inspect the waterline and appurtenances and to repair any emergent or suspected emergent conditions. All non-emergency, planned inspections and work, including upgrading existing facilities or constructing new facilities, however, shall be done after contacting the Grantor or Grantors forty eight (48) hours in advance.

5 Covenants Run with Land. All provisions of this Agreement, including the benefits and burdens, shall run with the land for the Term of this Agreement, and are binding upon and inure to the benefit of Grantors and Grantees and all parties having or acquiring any right, title or

interest in or to any portion of, or interest or estate in, the Grantor Properties, the Grantee Properties, or the Utility Easement Property.

**6 Indemnification.** Grantees hereby agree to indemnify, defend and hold Grantors harmless from any liabilities, losses, demands, claims, costs, damages, judgments, causes of actions and lawsuits arising out of, or in connection with, the exercise of Grantees' easement rights, as described herein. Grantees' indemnification shall not include an indemnification for liability arising from the willful misconduct or gross negligence of Grantors or their agents, employees, contractors or tenants. Grantors hereby agree to indemnify, defend and hold Grantees harmless from any liabilities, losses, demands, claims, costs, damages, judgments, causes of actions and lawsuits arising out of, or in connection with, Grantors' use of the Utility Easement Property for any purposes of the Grantors. Grantors' indemnification shall not include an indemnification for liability arising from the willful misconduct or gross negligence of Grantees or their agents, employees, contractors or tenants.

**7 Maintenance and Ownership.** By signing this Agreement, Grantees and Grantors, and their successors in interest, transferees and assigns (referred to in this paragraph as "Landowners"), acknowledge that, with the exception of terminal, lateral service pipes that extend from the primary waterline and provide water hook-ups for individual Lot use (hereinafter, "Service Lines"), they jointly own the primary waterline and any other Utilities placed within the Utility Easement Property, and agree that they are jointly responsible for all costs associated with maintaining, operating, and replacing such Utilities, with cost to be shared as described in paragraph 11, below. Any and all non-emergency installation, maintenance, or repair decisions must be agreed upon in a writing signed by at least 50% of the Landowners (hereinafter, "Approval"), and such Approval shall be binding upon all of the Landowners. In the event that emergency repairs are necessary (emergencies being limited to leaks or other severe malfunctions occurring within the Utility Easement Property), each of the Landowners may separately proceed with emergency repairs after making reasonable attempts to obtain an Approval. Each of the Landowners shall share in the costs of any approved or emergency installation, maintenance, or repair, in accordance with paragraph 11, below. In contrast to the foregoing, Lot owners are independently responsible for maintaining, repairing, and replacing their own Service Lines, and for all costs associated with such Service Lines.

**8 Entire Agreement.** This Agreement and the Exhibits hereto contain the entire agreement between the Grantors and Grantees relating to the granting of the Utility Easement and the making of a Joint Maintenance Agreement. This Agreement and the Exhibits supersede any prior negotiations, correspondence, memoranda or agreements with respect to the subject matter hereof. This Agreement has been fully negotiated at arms length between the signatories hereto, and after advice by counsel and other representatives chosen by such signatories, and such signatories are fully informed with respect thereto; no such signatory shall be deemed the scrivener of this Agreement; and, based on the foregoing, the provisions of this Agreement and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against any party. The terms Grantors and Grantees, as used herein shall be

deemed to include any and all successors, grantees, and assigns of such parties and their respective successors, grantees and assigns. Any action required to approve, consent, amend or terminate this Agreement shall require all parties constituting Grantees and Grantors to so act.

9 Headings. The Section headings contained in this Agreement are for purposes of reference only and shall not limit or define the meaning of any of the terms or provisions hereof.

10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

11 Costs. Whenever, in this Agreement, anything is to be done or performed by Grantors or Grantees, unless otherwise expressly provided to the contrary, it shall be done or performed jointly by all of them whenever practicable, with costs to be shared jointly by all Grantors and Grantees and in proportion to each of their respective, beneficial interests in the Utility Easement. Each of the Lots described in paragraph "A," above, are deemed to receive equal benefits from the Utility Easement, or one third of the benefit of the Utility Easement. All Utility Easement facilities are owned by the Lot owners, in proportion to each of their respective, beneficial interests in the Utility Easement.

12 Attorney Fees. In the event that any Grantor, Grantee, or their successors, transferees or assigns, files a lawsuit to enforce the terms of this Agreement, the prevailing party in the litigation is entitled to recover, from any person who has defaulted in any relevant obligation set forth herein, all costs and reasonable attorney fees incurred in such lawsuit.

13 Recording. Grantor and Grantees acknowledge and agree that once fully executed, this Agreement shall be promptly recorded in the appropriate public records in and for the county in which the Utility Easement is located.

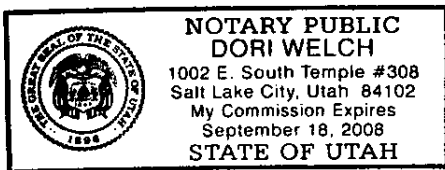
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Witness the hand of Grantor and Grantees this 14th day of April, 2006.


*Richard L. Anderson General Partner*

Richard L. Anderson, General Partner,  
Marinick, LTD, a Utah Limited Partnership

On the 14th day of April, 2006, personally appeared before me Richard L. Anderson, who is satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.




*Dori Welch*  
Notary Public

  
Rick Anderson

State of Utah )

County of Salt Lake )

On the 14<sup>th</sup> day of April, 2006, personally appeared before me Rick Anderson, who is satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

  
Notary Public

\_\_\_\_\_  
Dina A. Newhouse

State of Utah )

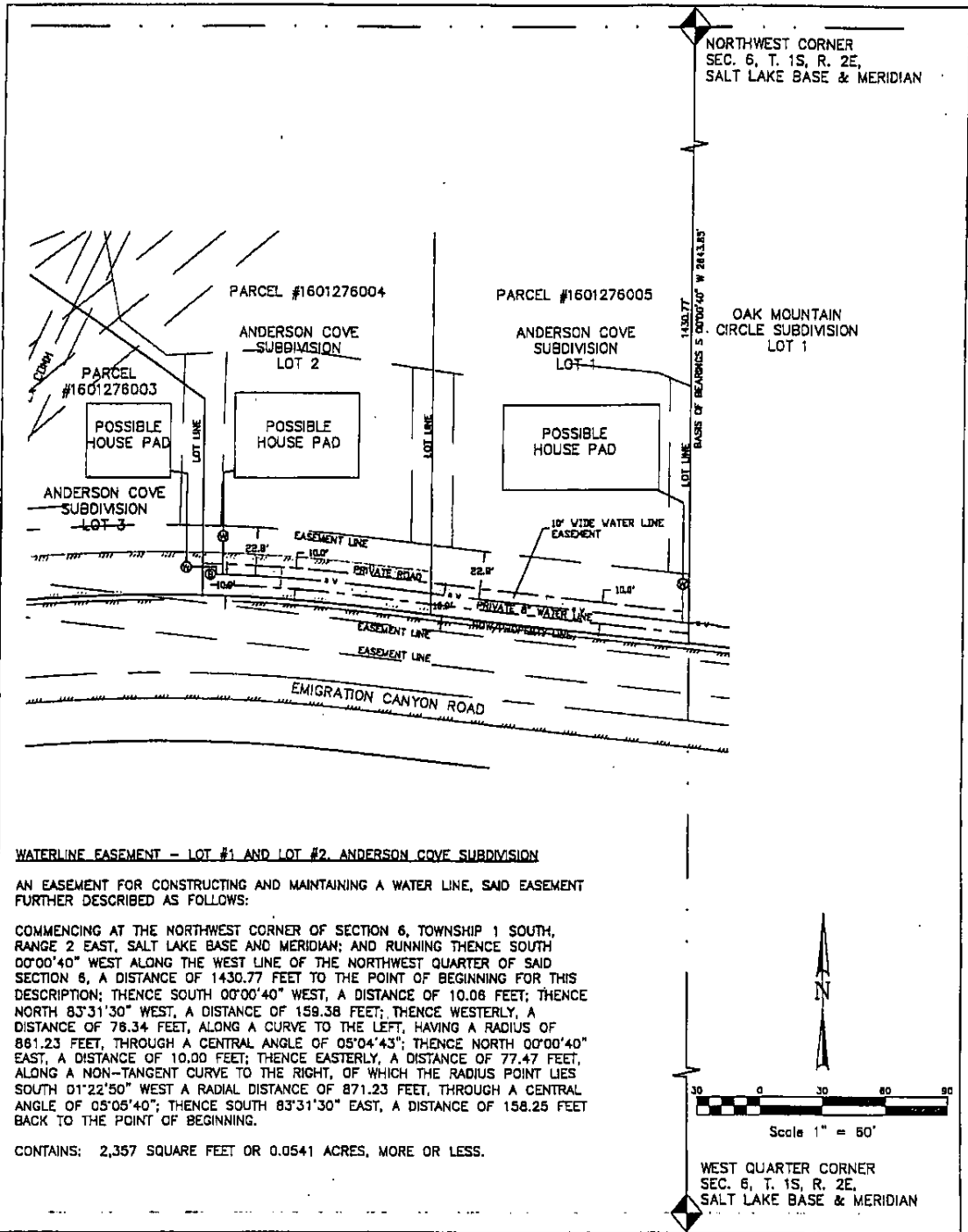
County of Salt Lake )

On the \_\_\_\_ day of \_\_\_\_\_, 2006, personally appeared before me Dina A. Newhouse, who is satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

\_\_\_\_\_  
Notary Public

EXHIBIT A

DEPICTION OF THE UTILITY EASEMENT PROPERTY AND LEGAL DESCRIPTION



**WATERLINE EASEMENT - LOT #1 AND LOT #2, ANDERSON COVE SUBDIVISION**

AN EASEMENT FOR CONSTRUCTING AND MAINTAINING A WATER LINE, SAID EASEMENT FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°00'40" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 1430.77 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTH 00°00'40" WEST, A DISTANCE OF 10.08 FEET; THENCE NORTH 83°31'30" WEST, A DISTANCE OF 159.38 FEET; THENCE WESTERLY, A DISTANCE OF 76.34 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 861.23 FEET, THROUGH A CENTRAL ANGLE OF 05°04'43"; THENCE NORTH 00°00'40" EAST, A DISTANCE OF 10.00 FEET; THENCE EASTERLY, A DISTANCE OF 77.47 FEET, ALONG A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 01°22'50" WEST A RADIAL DISTANCE OF 871.23 FEET, THROUGH A CENTRAL ANGLE OF 05°05'40"; THENCE SOUTH 83°31'30" EAST, A DISTANCE OF 158.25 FEET BACK TO THE POINT OF BEGINNING.

CONTAINS: 2,357 SQUARE FEET OR 0.0541 ACRES, MORE OR LESS.

 **Ward Engineering Group**  
Planning • Engineering • Surveying

**ANDERSON COVE WATER IMPROVEMENTS  
ONSITE WATER EASEMENT EXHIBIT**

**EXHIBIT 1**