

WHEN RECORDED, RETURN TO:

Eden Village, LLC
5200 S. Highland Dr. #101
SLC, UT 84117
Attention: Russ Watts

DRAINAGE EASEMENT AGREEMENT

This DRAINAGE EASEMENT (this “Agreement”) is made this _____ day of _____ 20____, by and between Eden Village LLC, a Utah limited liability company, its successors and assigns (“Grantor”), and Weber County Corporation, a political subdivision of the State of Utah (“Grantee”).

RECITALS

A. Grantor is the owner of certain real property located in Weber County, Utah, more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (“Grantor’s Property”).

B. Grantee desires an easement over a portion of the Grantor’s Property for purposes of maintaining and operating public storm drain facilities and for the preservation of water drainage channels. The portion of the Grantor’s Property that may be used by Grantee for the purposes described herein is more particularly described on Exhibit “B” attached hereto and incorporated herein by this reference (the “Easement Property”). The Easement Property is also depicted visually on Exhibit “C” which is attached hereto and incorporated herein by this reference. If there are any discrepancies between the legal description and visual depiction, the legal description shall control.

C. On the terms provided for in this Agreement, Grantor has agreed to provide Grantee with an easement over, across, and through the Easement Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee and the Benefited Parties (defined below) a non-exclusive easement (“Easement”) over, across, and through the Easement Property for pedestrian and vehicular ingress, egress, and access as may be reasonably necessary for maintaining and operating public storm drain facilities and for the preservation of water drainage channels.

2. Construction and Maintenance. Grantee shall reasonably coordinate the timing of all construction and maintenance with Grantor so as not to unreasonably interfere with Grantor’s use of the Easement Property.

3. Benefited Parties. The Easement shall be for the use and benefit of the following parties (the “Benefited Parties”): (a) Grantee, its transferees, successors and assigns; and (b) all employees, contractors, subcontractors, agents, licensees, and invitees of Grantee, its transferees, successors and assigns.

4. Notices. All notices made pursuant to this Agreement shall be in writing and shall be given by personal delivery to a responsible person, by electronic transmission, by deposit in the United States mail (certified mail, return receipt requested, postage prepaid), or by express delivery service, freight prepaid. Notices shall be delivered or addressed to Grantor and Grantee at the following addresses, or at such other address as a party may designate in writing:

Grantor: Eden Village LLC
5200 S. Highland Drive #101
SLC, UT 84117
Attention: Russ Watts
russ@wattsenterprises.com

Grantee: Weber County Corporation
2380 Washington Blvd.
Ogden, Utah 84401
Attn: Weber County Attorney

The date notice is deemed to have been given, received and become effective shall be the date on which the notice is delivered, if notice is given by personal delivery or electronic transmission, or the date of actual receipt if the notice is sent through the United States mail or by express delivery service.

5. General Provisions.

5.1 Recitals Incorporated. The Recitals set forth above are true and correct and are incorporated herein by this reference.

5.2 Construction. This instrument shall be construed in accordance with the laws of the State of Utah without giving effect to its conflict of laws principles.

5.3 Amendment. The parties may amend this Agreement only by a written instrument executed by the parties and recorded in the Office of the Weber County Recorder.

5.4 Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

5.5 Counsel. Both Grantor and Grantee have been represented by their own counsel in connection with the negotiation and preparation of this Agreement and, consequently, both Grantor and Grantee waive the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Agreement, including any rule of law to the

effect that any provision of this Agreement will be interpreted or construed against the party whose counsel drafted that provision.

5.6 Counterparts. This instrument may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

[Signatures on following page.]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement for Road Construction and Slope Maintenance as of the date first indicated above.

GRANTOR:

EDEN VILLAGE LLC, a Utah limited liability company

By: _____
Name: Russ Watts
Its: Managing Member

GRANTEE:

WEBER COUNTY CORPORATION, a political subdivision of the State of Utah

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

Weber County Attorney Date

EXHIBIT "A"

Grantee's Property

Parcel 22-238-0023, more particularly described as:

All Common Area, according to the Trappers Ridge at Wolf Creek PRUD Phase 5 subdivision plat recorded in the Official Records of Weber County, Utah on August 10, 2005 as Entry No. 2121629.

EXHIBIT "B"

Easement Property

COMMENCING AT THE CENTER CORNER OF SAID SECTION 22, THENCE S90°00'00"E A DISTANCE OF 3705.89 FEET, THENCE S00°00'00"E A DISTANCE OF 2720.35 FEET TO A POINT ON THE NORTH LINE OF TRAPPERS RIDGE AT WOLF CREEK P.R.U.D., PHASE 5, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE S32°37'39"W, A DISTANCE OF 53.56 FEET;
THENCE N81°08'04"W, A DISTANCE OF 183.73 FEET;
THENCE S88°09'13"W, A DISTANCE OF 33.54 FEET;
THENCE S58°53'14"W, A DISTANCE OF 22.23 FEET;
THENCE S73°25'04"W, A DISTANCE OF 92.22 FEET;
THENCE S88°41'29"W, A DISTANCE OF 90.73 FEET;
THENCE S60°26'26"W, A DISTANCE OF 56.52 FEET;
THENCE N88°57'33"W, A DISTANCE OF 66.76 FEET;
THENCE S79°41'30"W, A DISTANCE OF 78.11 FEET;
THENCE S66°15'10"W, A DISTANCE OF 118.65 FEET TO A POINT ON THE EAST LINE OF ELKHORN SUBDIVISION, PHASE 3;
THENCE N01°26'25"W ALONG THE EAST LINE OF SAID ELKHORN SUBDIVISION, PHASE 3, A DISTANCE OF 122.15 FEET TO A POINT ON THE NORTH LINE OF TRAPPERS RIDGE AT WOLF CREEK P.R.U.D., PHASE 5;
THENCE N88°09'13"E ALONG THE NORTH LINE OF SAID TRAPPERS RIDGE AT WOLF CREEK P.R.U.D., PHASE 5, A DISTANCE OF 746.89 FEET TO THE POINT OF BEGINNING

CONTAINING 36,986 SQUARE FEET OR 0.849 ACRES MORE OR LESS.

BASIS OF BEARING:

THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 22, T.7N., R.1E., SALT LAKE BASE AND MERIDIAN, MONUMENTED ON THE WEST BY A 3" BRASS CAP, STAMPED WEBER COUNTY, AND ON THE EAST BY A 3" BRASS CAP, STAMPED WEBER COUNTY, AND IS CONSIDERED TO BEAR S89°14'39"E.

EXHIBIT “C”

Depiction of Easement Property

(attached)

