

Exhibit # 4

WHEN RECORDED, RETURN TO:

Corporation of the Presiding Bishop of  
The Church of Jesus Christ of Latter-day Saints  
Attn: Real Estate Services Division  
50 East North Temple Street, 12<sup>th</sup> Floor  
Salt Lake City, UT 84150-0012

WITH A COPY TO:

Liberty at Last, LLC  
c/o Carl B. Cook, Manager  
6244 North Fork Road  
Liberty, Utah 84130

Tax Parcel No. 16-005-0002

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*(Space Above for Recorder's Use Only)*

**ACKNOWLEDGEMENT AND APPROVAL OF EASEMENT AGREEMENT**

[PN: 533-4012]

THIS ACKNOWLEDGEMENT AND APPROVAL OF EASEMENT AGREEMENT (this "Agreement") is executed this \_\_\_ day of \_\_\_\_\_ 2018, by and between CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("CPB"), LIBERTY AT LAST, LLC, a Utah limited liability company ("Grantor"), and LIBERTY AT LAST, LLC, a Utah limited liability company ("Grantee"), in contemplation of the following facts and circumstances:

A. CPB is the owner of certain real property located in Liberty, Utah, with the Tax Parcel No. 16-005-0008 ("CPB Property").

B. Grantor is the owner of certain real property located in Liberty, Utah, with the Tax Parcel No. 16-005-0002, as more particularly described in Exhibit A attached hereto and incorporated herein ("Liberty East Property").

C. Grantee is the owner of certain real property located in Liberty, Utah, with the Tax Parcel No. 16-005-0015 ("Liberty West Property").

D. CPB is a party to that certain Waterline Easement Grant dated May 3, 1993 and recorded May 21, 1993 as Entry No. 1227019 in Book 1664, beginning at Page 182 of the official records of the Weber County Recorder, State of Utah ("Waterline Easement"), wherein CPB is granted an exclusive right of way and easement in, into, under, through and across a portion of the Liberty East Property for the purpose of providing a waterline to the CPB Property.

E. Grantor, desires to grant a perpetual, non-exclusive utility, construction and right-of-way easement over, across, and under a portion of the Liberty East Property to Grantee for the

ingress and egress to and from the Liberty West Property, attached hereto and incorporated herein as Exhibit B ("Liberty Easement").

F. The portion of the Liberty East Property to be encumbered by the Liberty Easement is the same portion of the Liberty East Property already exclusively encumbered by the Waterline Easement.

G. CPB, Grantor, and Grantee have agreed to the granting of the Liberty Easement pursuant to the terms of this Agreement and now desire to set forth such agreement in writing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference as substantive provision of this Agreement and not mere recitals.

2. Acknowledgment and Consent to Liberty Easement. CPB hereby acknowledges that the Liberty Easement shall encumber certain portions of the Liberty East Property to which CPB has a prior exclusive right of way and easement. CPB hereby approves the granting and recording of the Liberty Easement. Notwithstanding the foregoing, the rights related to the Waterline Easement and any other rights CPB holds as to the Easement Area (as defined in the Liberty Easement) shall not be inhibited or restricted by the granting of the Liberty Easement.

3. No Interference. The use of the Easement Area in accordance with the terms of the Liberty Easement shall not unreasonably interfere with the use of the CPB Property. The Grantor or Grantee, or their successors or assigns may not construct any buildings or other permanent structures within the Easement Area. Notwithstanding the foregoing, Grantor or Grantee may construct, operate, maintain and repair an access drive and landscaping within the Easement Area.

4. Maintenance and Repairs. Grantor and/or Grantee, as agreed to by Grantor and Grantee in a separate agreement, at its/their sole cost and expense, shall maintain and repair any and all improvements installed in accordance with the terms of the Liberty Easement in good order and condition. Grantor and/or Grantee, as applicable, shall be responsible, at its/their sole cost and expense, to make any reasonably necessary repairs to the waterline used by CPB pursuant to the Waterline Easement caused by Grantor, Grantee, or any of their agents, and shall restore the Easement Area and any improvements therein or thereon to the same or better condition as such existed prior to any entry onto or work performed on the Easement Area by Grantor, Grantee, or their agents. Any maintenance or repair work shall be done in a good and workmanlike manner, free and clear of all liens, and in a diligent and timely manner. Any maintenance or repair work shall be done in a manner to minimize any interference with the operation of the CPB Property. Furthermore, in the event CPB requires the maintenance, repair, replacement, or other work on the waterline used by CPB pursuant to the Waterline Easement, CPB will use good faith efforts to not disturb or damage the improvements constructed by Grantor and/or Grantee within Easement Area; provided however, should it be reasonably necessary to disturb, remove, or damage said improvements, CPB will have the right to do so,

without any liability to Grantor and/or Grantee, and Grantor and/or Grantee will be obligated to restore said improvements to a condition that existed prior to CPB's work.

5. Release/Indemnification. Grantor and Grantee hereby release CPB from any and all liability relating to damages to, or maintenance and repair of, the improvements constructed by Grantor and/or Grantee within the Easement Area, unless caused by CPB's gross negligence or intentional acts. Grantor and/or Grantee, as applicable, and its/their agents agree to indemnify, defend and hold harmless CPB, and any entity controlling, controlled by or under control with CPB ("Affiliates"), and its Affiliates' officers, directors, employees, managers, members, agents, and servants from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage ("Claims") caused by or arising out of (i) the acts and omissions of the CPB and its Agents; (ii) the use of the Easement Area by CPB and its Agents; and (iii) any work performed in or on the Easement Area by CPB or its successors or assigns, and its Agents. The terms and conditions of this provision shall remain effective after the expiration or termination of this Agreement.

6. No Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift, conveyance or dedication, or consent or approval of such, of the fee title to any portion of the Liberty East Property or Easement Area to or for the general public or for any public purposes whatsoever. It is the intention of this Agreement that this Agreement be strictly limited to granting the Liberty Easement for the purposes and to the parties expressed herein.

7. Modification; Assignment. This Agreement may be terminated, extended, modified or amended only upon proper recordation of a written document evidencing the same, executed and acknowledged by CPB, Grantor, and Grantee. This Agreement shall not be assignable by Grantor or Grantee without the prior written consent of CPB approving such assignment, with such consent being granted within CPB's sole and absolute discretion.

8. Superiority; Inconsistencies. This Agreement shall be superior to the Liberty Easement, and except as provided herein the Liberty Easement shall be subordinate to the Waterline Easement and this Agreement. In the event of any inconsistency between the terms of this Agreement and the terms of the Liberty Easement, the terms of this Agreement shall control.

9. Recordation. This Agreement shall be recorded with the Weber County Recorder's Office prior to the recordation of the Liberty Easement.

10. Authorization. The individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of CPB to execute and deliver this Agreement in the capacity and for CPB and that as a result of his/her signature, this Agreement shall be binding upon CPB.

11. Counterparts; Signatures. The parties hereto may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same Agreement. Copied or electronically or facsimile transmitted signatures of an original signature shall be treated for all purposes as an original signature. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by

law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

*[Signature and Acknowledgment to Follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CPB: CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Authorized Agent

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

On this \_\_\_ day of \_\_\_\_\_, 2018 personally appeared before me \_\_\_\_\_, personally known to me to be an Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for the CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for the State of Utah

GRANTOR: LIBERTY AT LAST, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: Carl B. Cook  
Its: Manager

STATE OF UTAH                             )  
   ): ss.  
COUNTY OF \_\_\_\_\_                 )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Carl B. Cook, the Manager of LIBERTY AT LAST, LLC, a Utah limited liability company.

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

GRANTEE: LIBERTY AT LAST, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: Carl B. Cook  
Its: Manager

STATE OF UTAH                                )  
  ): ss.  
COUNTY OF \_\_\_\_\_                 )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Carl B. Cook, the Manager of LIBERTY AT LAST, LLC, a Utah limited liability company.

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

**EXHIBIT A**

(Legal Description of the Liberty East Property)

Parcel 1: 16-005-0002

PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, BEGINNING AT A POINT ON THE SECTION LINE SAID POINT BEING 237.56 FEET SOUTH 0D00'01" WEST FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER AND RUNNING THENCE SOUTH 00D00'01" WEST 1969.26 FEET ALONG THE SECTION LINE TO THE EXTENSION OF A FENCE LINE, THENCE NORTH 49D20'15" WEST 1510.54 FEET ALONG SAID FENCE LINE AND EXTENSION OF SAID LINE, THENCE NORTH 16D55'50" EAST 211.72 FEET TO A POINT OF CURVATURE, THENCE NORTHERLY ALONG THE ARC OF A 715.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 205.91 FEET (CENTRAL ANGLE EQUALS 16D30'00" AND LONG CHORD BEARS NORTH 08D40'50" EAST 205.19 FEET) THENCE NORTH 00D25'50" EAST 375.00 FEET TO A POINT OF CURVATURE THENCE NORTHEASTERLY ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 274.89 FEET (CENTRAL ANGLE EQUALS 78D45'05" AND LONG CHORD BEARS NORTH 39D48'22" EAST 253.76 FEET) TO A POINT OF REVERSE CURVATURE THENCE EASTERLY ALONG THE ARC OF A 480.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 144.49 FEET (CENTRAL ANGLE EQUALS 17D14'49" AND LONG CHORD BEARS NORTH 70D33'31" EAST 143.94 FEET) THENCE NORTH 61D56'00" EAST 193.00 FEET TO THE SOUTHWEST CORNER OF COBBLECREEK PARK SUBDIVISION PHASE 1, IN WEBER COUNTY UTAH THENCE FIVE (5) COURSES ALONG THE SOUTH BOUNDARY LINE OF SAID SUBDIVISION AS FOLLOWS: (1) NORTH 64D32'16" EAST 66.07 FEET (2) NORTH 61D56'07" EAST 114.10 FEET TO A POINT OF NONTANGENT CURVATURE OF WHICH THE RADIUS POINT LIES SOUTH 28D03'51" EAST (3) EASTERLY ALONG THE ARC OF A 240.02 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 119.23 FEET (CENTRAL ANGLE EQUALS 28D27'42" AND LONG CHORD BEARS NORTH 76D10'01" EAST 118.01 FEET) (4) SOUTH 89D36'08" EAST 126.26 FEET TO A POINT OF NONTANGENT CURVATURE OF WHICH THE RADIUS POINT LIES NORTH 00D23'48" EAST AND (5) EASTERLY ALONG THE ARC OF A 160.33 FEET RADIUS CURVE TO THE LEFT A DISTANCE OF 4.95 FEET (CENTRAL ANGLE EQUALS 01D46'13" AND LONG CHORD BEARS NORTH 89D30'41" EAST 4.95 FEET) THENCE DUE SOUTH 238.51 FEET THENCE DUE EAST 175.78 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING: A PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, BEGINNING AT A POINT WHICH IS SOUTH 399.7 FEET AND WEST 924.6 FEET FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION THENCE NORTH 100 FEET, THENCE EAST 150 FEET THENCE SOUTH 100 FEET THENCE WEST 150 FEET TO THE POINT OF BEGINNING. SUBJECT TO BOUNDARY LINE AGREEMENT (E# 2855583)

CONTAINING 38.816 ACRES, MORE OR LESS