

Return to:

Gary Crane
Valley View Camp
1227 N. Holly Circle
Layton, Utah 84040



W2369318

EW 2369318 PG 1 OF 8
ERNEST D ROWLEY, WEBER COUNTY RECORDER
09-OCT-08 1254 PM FEE \$26.00 DEP SPY
REC FOR: VALLEY VIEW CAMP

LETTER OF AGREEMENT

This Letter of Agreement is entered into this 5th day of June, 2008, between Liberty Real Estate Development, LLC. and Foothill Associates LC, hereafter (Developers,) The Church of Jesus Christ of Latter-Day Saints, Kayscreek Stake, Agent Stake for the Valley View Camp (LDS Church) and Pioneer Bible Camp (Bible Camp)

For good and adequate consideration, Developers, the LDS Church and the Bible Camp agree as follows:

1. All parties agree that each has received good and adequate consideration for the items agreed upon in this Letter of Understanding.
2. Developers agree to be subject to the terms and conditions contained herein and that the terms and conditions run with the land and extend to successors and assigns of the Property (See attached property description).
3. Developers understands that there is an LDS Church Camp (Valley View Camp) and a Bible Camp located south of the Property and acknowledge and accept the reasonable consequences of developing a residential subdivision next to these types of recreational uses. Those impacts may include sound, vehicle traffic and similar impacts associated with youth camp activities. The location and existence of the camps should be clearly acknowledged on the plat and in the CC&Rs for both subdivisions. A note to the effect: YOUTH CAMPS – IT IS HEREBY ACKNOWLEDGED THAT THERE ARE YOUTH CAMPS LOCATED SOUTH OF THIS SUBDIVISION AND THAT THERE ARE IMPACTS NORMALLY ASSOCIATED WITH SUCH CAMPS AND THEIR ACTIVITIES shall be placed on the plat.
4. Developers agree not to object to the LDS Church or the Bible Camp, making reasonable use of the camp and understand that there may be future improvements requested by the camps related to the use of the camp. Developers agree to waive objection to uses reasonably related to camp use and to include notice of this waiver in their CC&Rs.
5. The Developers will build a fence that will extend the entire length of the LDS/Bible camp from the ravine (Dry Canyon) to the west, to the north east corner of the LDS Church property, then south along the eastern boundary of the LDS Church property to the end of Developer's property. The fence will be substantially the same materials and design as the attached photograph.
6. Developers will pay for the purchase and installation of an automatic gate to be placed on the road, above the two camps.
7. Developers will build a 10 inch water line that will extend to the camp gate.

8. The LDS Church and Bible Camp will convey to Weber County, for use as a public Street, approximately 1500 feet of right of way from 3300 North Street, to a point approximately 1500 feet south thereof. Developers will be responsible for conveying any property or easements to accomplish this item.

9. The Developers shall extend the asphalt width of the road, on the LDS Church property, to the camp gate and then beyond, 40 feet to provide a small paved parking area for camp use.

10. The Developers shall pay all costs associated with the above, including surveying, engineering and related work.

11. Access must remain open during the camps regular season, May1, through October 30.

12. Lots will not face the new road, but will face internally with a berm and landscape buffer similar to that provided to the property owner at the bottom of the road on 3300 S. Street.

13. Developers agree to install an operating fire hydrant at the lower gate accessing the camps.

DEVELOPERS:

Liberty Real Estate Development, LLC.

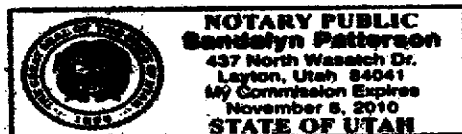
By: 

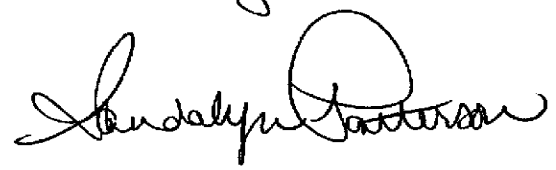
Title: Managing Member

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

The undersigned, on this 5 day of June, 2008, personally appeared before me and represented that he is a managing member of Liberty Real Estate Development, LLC, and that he is duly authorized to sign the above document on behalf of said LLC.

WITNESS my hand and official seal hereto affixed this 5 day of June, 2008





Foothill Associates LC

By: [Signature]

Title: Managing Member

STATE OF UTAH)
: ss.

COUNTY OF DAVIS)

The undersigned, on this 12th day of ~~June~~ ^{September}, 2008, personally appeared before me and represented that he is a managing member of Foothill Associates LC, and that he is duly authorized to sign the above document on behalf of said LC.

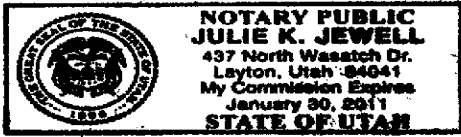
WITNESS my hand and official seal hereto affixed this 12th day of ~~June~~ ^{September}, 2008

[Signature: Julie K Jewell]

LDS CHURCH

By: [Signature: Dennis Back]

Title: Stake President, ~~Kaysville~~ ^{crack} Stake, (Agent Stake)



STATE OF UTAH)
: ss.

COUNTY OF DAVIS)

The undersigned, on this 23 day of June, 2008, personally appeared before me and represented that he represents the agent Stake for the Valley View Camp, for the Church of Jesus Christ of Latter Day Saints, and that he is duly authorized to sign the above document on behalf of the Eight Member Stakes.

WITNESS my hand and official seal hereto affixed this 23 day of ~~June~~, 2008

[Signature: Sandalyn Patterson]



PIONEER BIBLE CAMP

By: Steve Ransom

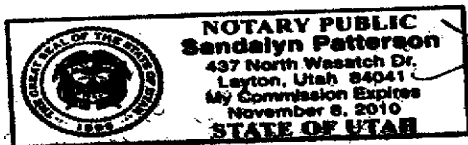
Title: Director

STATE OF UTAH)
: ss.

COUNTY OF DAVIS)

The undersigned, on this 9 day of ~~June~~ ^{Sept.}, 2008, personally appeared before me and represented that he is Director, for the Pioneer Bible Camp and that he is duly authorized to sign the above document on behalf of said Corporation.

WITNESS my hand and official seal hereto affixed this 9 day of Sept., 2008.



Sandalyn Patterson

ADDENDUM TO LETTER OF AGREEMENT
 DATED THE ___ DAY OF ___, 2008

A Letter of Agreement was entered into on the 5th day of June, 2008. That letter is amended as follows by the undersigned parties:

Paragraph 5 is amended to add that the Pioneer Bible Camp and Foothill Associates LC have mutually agreed that the fencing along the Pioneer Bible Camp Property, from the North/South right of way that provides access to the Valley View and Pioneer Bible Camps, along the north end of the Bible Camp Property, to the west, to the beginning of the area where scrub oak makes it difficult to fence further, Foothill Associates LC will fence the property in the same manner that the fence between the Valley View Camp and the property being developed by Liberty Real Estate Development LLC, will be fenced. For the remaining boundary from the scrub oak to the ravine to the west, Foothill Associates LC agrees to pay the Pioneer Bible Camp Eight Thousand Dollars (\$8,000.00) for the remaining fencing to be paid at the time that construction of the subdivision on the Foothill Associates LC property begins.

All remaining provisions of the above Letter of Agreement shall remain unchanged.

PIONEER BIBLE CAMP

By: Steve Ransom

Title: Director

FOOTHILLS ASSOCIATES L.C.

By: [Signature]

Title: Manager

Reeve & Associates, Inc.



MEADOWS AT PINE CREEK

22-023-0025 ✓

PART OF THE WEST HALF OF SECTION 29, T.7N., R.1E., S.L.B.&M., U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST BOUNDARY OF SAID PROPERTY, SAID POINT BEING S00°49'36"W 721.64 FEET ALONG THE SECTION LINE AND S89°10'24"E 34.34 FEET FROM THE WEST QUARTER CORNER OF SECTION 29 THENCE N00°34'43"E 714.34 FEET; THENCE N17°03'24"E 160.44 FEET; THENCE N72°56'36"W 25.00 FEET; THENCE N17°03'24"E 55.00 FEET; THENCE N72°56'36"W 50.00 FEET TO THE EXTENSION OF A FENCE LINE ALONG THE WEST LINE OF THE L.D.S. CHURCH RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY, N17°03'24"E 513.94 FEET AND N16°54'19"E 428.84 FEET TO A CURVE ON A BOUNDARY LINE AGREEMENT WITH HILLSTEAD RECORDED WITH THIS PLAT; THENCE ALONG SAID AGREED LINE ON A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 44.08 FEET, A RADIUS OF 275.00 FEET, AND WHOSE CHORD BEARS N12°18'49"E, 44.03 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 48.08 FEET, A RADIUS OF 300.00 FEET, AND WHOSE CHORD BEARS N12°18'49"E, 48.03 FEET; THENCE N16°54'19"E 265.25 FEET TO THE CENTERLINE OF 3350 NORTH STREET AS DETERMINED BY THE WEBER COUNTY SURVEYOR'S OFFICE; THENCE S83°16'13"E ALONG SAID CENTERLINE 577.14 FEET; THENCE S09°05'44"W 33.03 FEET THENCE N83°16'13"W 177.98 FEET; THENCE S09°05'44"W 244.65 FEET; THENCE S83°23'36"E 178.00 FEET; THENCE S09°05'44"W 983.18 FEET; THENCE S83°01'16"E 514.28 FEET; THENCE S05°33'46"W 428.94 FEET; THENCE S05°49'02"W 116.30 FEET; THENCE S06°26'47"W 276.31 FEET; THENCE S04°33'50"W 557.11 FEET TO THE 1/16TH LINE OF SAID SECTION; THENCE ALONG SAID 1/16TH LINE, S89°34'12"W 901.73 FEET; THENCE N00°49'36"E 630.61 FEET; THENCE N89°19'44"W 265.66 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING PARCEL

BEGINNING AT A POINT, SAID POINT BEING N00°13'28"W 1358.56 FEET ALONG THE SECTION LINE (BASIS OF BEARINGS) AND N89°46'32"E 472.41 FEET FROM THE WEST QUARTER CORNER OF SECTION 29, T.7N., R.1E., S.L.B.&M., U.S. SURVEY; THENCE S83°16'13"E 142.94 FEET; THENCE S09°05'44"W 268.86 FEET; THENCE N72°57'41"W 177.22 FEET; THENCE N16°54'19"E 240.70 FEET TO THE POINT OF BEGINNING.

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Reeve & Associates, Inc.



DEER RUN PHASE I

PART OF THE SW 1/4 & NW 1/4 OF SECTION 29 & THE SE 1/4 & NE 1/4 OF SECTION 30, T.7N., R.1E., S.L.B.&M., U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING S00°12'54"W ALONG THE SECTION LINE 2038.53 FEET AND N89°47'06"W 2471.71 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 29; THENCE S17°03'24"W 624.85 FEET TO AN EXISTING FENCELINE; THENCE S00°49'36"W 219.46 FEET ALONG SAID FENCELINE TO A FENCELINE INTERSECTION; THENCE S83°55'17"W 2699.78 FEET ALONG SAID FENCE AND FENCELINE EXTENDED TO THE QUARTER SECTION LINE; THENCE N00°31'17"E ALONG SAID QUARTER SECTION LINE 440.15 FEET; THENCE N83°55'17"E 1545.94 FEET; THENCE N11°02'47"E 1254.75 FEET; THENCE S65°12'47"W 324.35 FEET TO THE EAST LINE OF SPRING MOUNTAIN RANCHETTES; THENCE N18°21'29"W 245.70 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 39.47 FEET, A RADIUS OF 245.19 FEET, A CHORD BEARING OF N22°58'12"W, AND A CHORD LENGTH OF 39.43 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 43.95 FEET, A RADIUS OF 25.00 FEET, A CHORD BEARING OF N22°46'47"E, AND A CHORD LENGTH OF 38.51 FEET; THENCE N73°08'29"E 133.85 FEET TO THE SOUTH RIGHT OF WAY LINE OF 3350 NORTH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 92.54 FEET, A RADIUS OF 257.00 FEET, A CHORD BEARING OF S76°49'28"E, AND A CHORD LENGTH OF 92.04 FEET AND (2) S87°08'25"E 608.58 FEET; THENCE S86°02'37"W 89.69 FEET; THENCE S15°27'47"W 121.95 FEET; THENCE S17°11'18"W 252.30 FEET; THENCE N82°50'13"W 36.21 FEET; THENCE S17°12'47"W 422.94 FEET; THENCE S82°50'13"E 1001.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 48.52 ACRES

22-025-0038, 0047, ✓ ✓

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