

WHEN RECORDED, PLEASE RETURN TO:
TAYLORSVILLE-BENNION IMPROV. DIST.
1800 WEST 4700 SOUTH
TAYLORSVILLE, UTAH 84118

7516026
11/19/1999 08:35 AM NO FEE
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
TAYLORSVILLE-BENNION IMP DIST
BY: RDJ, DEPUTY - WI 5 P.

WATER LINE EASEMENT

Archstone Communities Trust, a Maryland Real Estate Investment Trust, State of Maryland ("Grantor"), for ten dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants and conveys unto the TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT, a body politic ("Grantee"), a non-exclusive easement to construct, reconstruct, operate, repair, replace and maintain a water line and appurtenant structures (the "Water Line") on, over, across and through a strip of land 16 feet wide, lying 8 feet on each side and parallel and adjacent to the following described center line (the "Easement"):

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LINE 2

Commencing at the East quarter corner of Section 2, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°05'37" West along the East line of said Section for 344.936 feet; thence South 89°54'23" West perpendicularly to said East line for 1192.077 feet to the **Point of Beginning** of the centerline herein described; thence with the centerline of existing water line 2 for the following three (3) calls:

- 1.) North 59°10'33" East - 5.000 feet
- 2.) North 49°12'25" East - 373.481 feet
- 3.) North 43°52'14" East - 234.914 feet to the **Ending Point** of this description, from which the East Quarter Corner of said Section 2 bears North 89°54'23" East-741.550 feet and South 00°05'37" East - 760.118 feet.

LINE 3

Commencing at the East quarter corner of Section 2, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°05'37" West along the East line of said section for 516.647 feet; thence South 89°54'23" West perpendicularly to said East Line for 991.114 feet to the **Point of Beginning** of the centerline herein described; thence with the centerline of existing water line 3 for the following thirteen (13) calls:

- 1.) South 38°41'36" East - 33.880 feet
- 2.) South 83°39'57" East - 40.217 feet
- 3.) North 86°08'05" East - 42.722 feet
- 4.) North 44°08'05" East - 288.371 feet
- 5.) South 45°51'55" East - 32.760 feet
- 6.) North 44°08'05" East - 18.800 feet
- 7.) South 44°08'05" West - 18.800 feet
- 8.) South 45°51'55" East - 371.018 feet
- 9.) North 44°08'05" East - 17.900 feet

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- 10.) South 44°08'05" West - 17.900 feet
- 11.) South 45°51'55" East - 122.490 feet
- 12.) South 90°00'00" East - 227.487 feet
- 13.) South 00°00'00" West - 52.473 feet to the **Ending Point** of this description, from which the East quarter corner of said Section 2 bears North 89°54'23" East - 81.732 feet and South 00°05'37" East - 275.186 feet.

LINE 3A

Commencing at the East quarter corner of Section 2, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°05'37" West along the East line of said section for 467.227 feet; thence South 89°54'23" West perpendicularly to said East line for 452.130 feet to the **Point of Beginning** of the centerline herein described; thence with the centerline of existing water line 3A for the following one (1) call:

- 1.) South 44°08'04" West - 105.913 feet to the **Ending Point** of this description, from which the East quarter corner of said Section 2 bears North 89°54'23" East - 526.006 feet and South 00°05'37" East - 391.333 feet.

LINE 4

Commencing at the East quarter corner of Section 2, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°05'37" West along the East line of said Section for 754.360 feet; thence South 89°54'23" West perpendicularly to said East line for 747.104 feet to the **Point of Beginning** of the centerline herein described; thence with the centerline of existing water line 4 for the following four (4) calls:

- 1.) North 45°57'36" West - 481.329 feet
- 2.) North 19°38'00" East - 491.227 feet
- 3.) North 67°47'39" East - 460.971 feet
- 4.) North 22°12'53" West - 111.207 feet to the **Ending Point** of this description, from which the East quarter corner of said Section 2 bears North 89°54'23" East - 541.565 feet and South 00°05'37" East - 1828.463 feet.

LINE 5

Commencing at the East quarter corner of Section 2, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°05'37" West along the East

line of said Section for 872.474 feet; thence South 89°54'23" West perpendicularly to said East line for 868.845 feet to the **Point of Beginning** of the centerline herein described; thence with the centerline of existing water line 5 for the following two (2) calls:

- 1.) North 44°08'05" East - 461.992 feet
- 2.) South 45°52'01" East - 18.000 feet to the **Ending Point** of this description, from which the East quarter corner of said Section 2 bears North 89°54'23" East - 533.698 feet and South 00°05'37" East - 1190.967 feet.

LINE 6

Commencing at the East quarter corner of Section 2, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°05'37" West along the East line of said Section for 1614.781 feet; thence South 89°54'23" West perpendicularly to said East line for 772.045 feet to the **Point of Beginning** of the centerline herein described; thence with the centerline of existing water line 6 for the following one (1) call:

- 1.) North 22°12'20" West - 111.208 feet to the **Ending Point** of this description, from which the East quarter corner of said Section 2 bears North 89°54'23" East - 813.906 feet and South 00°05'37" East - 1717.810 feet.

LINE 7

Commencing at the East quarter corner of Section 2, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°05'37" West along the East line of said Section for 1398.599 feet; thence South 89°54'23" West perpendicularly to said East Line for 981.733 feet to the **Point of Beginning** of the centerline herein described; thence with the centerline of existing water line 7 for the following two (2) calls:

- 1.) North 70°10'59" West - 68.997 feet
- 2.) South 19°45'27" West - 943.730 feet to the **Ending Point** of this description, from which the East quarter corner of said Section 2 bears North 89°54'23" East - 1367.077 feet and South 00°05'37" East - 534.445 feet.

GRANTOR and GRANTEE agree to be bound by and accept the foregoing Easement subject to the following terms and conditions:

1. GRANTOR shall not build thereon any permanent structure or building, nor plant large trees whose root zones would contact or interfere with the Water Line. The Easement may, however, be crossed or covered with sidewalks, curb and gutter, roadways, driveways, fences or other improvements that do not unreasonably impair Grantee's use of the Easement for the purposes indicated herein.

2. GRANTEE hereby agrees to compensate Grantor the reasonable appraised value for any damages done to Grantor's land or improvements caused by Grantee in the construction, use, maintenance, repair, operation or replacement of the Water Line.

3. The rights granted hereunder are nonexclusive, and the Easement may be used for other purposes by such person or entity as Grantor or its successors or assign may designate at any time, so long as such use does not unreasonable interfere with the easement granted herein.

4. Grantee shall not unreasonably disturb present or future power, sewer, water, or other similar utility lines, if any, within the boundaries of the Easement.

5. Grantee shall comply will all applicable federal, state and local laws, regulations and ordinances in the construction, use, maintenance, repair, and removal of the Water Line on, over, across and through the Easement.


6. In the event any injury, loss or damage occurs as a result of an act or omission of Grantee in maintaining, operating, repairing, removing, or replacing the Water Line, Grantor shall not be liable or responsible for any such injuries, losses or damages. Grantee agrees to indemnify, defend, and hold harmless Grantor, its successors and assigns from and against any claim, injury, loss or damage arising out of or related to the use of the Easement by any person, except the extent cause by an act or omission of Grantor.

7. In the event any injury, loss or damage occurs as a result of an act or omission of Grantor in maintaining, operating, repairing, removing, or replacing the surface improvements installed by Grantor over the Easement, Grantee shall not be liable or responsible for any such injuries, losses or damages, and Grantor agrees to indemnify, defend, and hold harmless Grantee, its successors and assigns, from and against any claim, injury, loss or damage arising out of any such act or omission of Grantor.

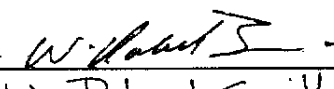
8. Any obligation or liability whatsoever of Grantor which may arise at any time under this agreement or any obligation or liability which may be incurred by Grantor pursuant to any other instrument, transaction, or undertaking contemplated hereby shall not be personally binding upon, nor shall resort for the enforcement thereof be had to the property of, Grantor's trustees, directors, shareholders, officer, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort, or otherwise.

This instrument shall be binding upon and inure to the benefit of the successors and assigns of each of Grantor and Grantee.

DATED this 2nd day of November, 1999.



Jeffrey A. Jones, Senior Vice President
Archstone Communities Trust




W. Robert Smith, Vice President
Archstone Communities Trust

STATE OF Texas)
) ss.
COUNTY Travis)

On the 2nd day of November, 1999, personally appeared before me Jeffrey A. Jones and W. Robert Smith, who being by me duly sworn did say, each for himself, that he, the said Jeffrey A. Jones is the Senior Vice President, and he, the said W. Robert Smith, is the Vice President and that the foregoing instrument was signed in behalf of said investment trust by authority of its Board of Trustees, and said Jeffrey A. Jones and W. Robert Smith each duly acknowledged to me that said investment trust executed the same.

My Commission Expires:

3/25/02



NOTARY PUBLIC
Residing at: Travis County

