

WHEN RECORDED RETURN TO:  
HAMLET SQUARE LLC  
470 EAST 3900 SOUTH, #200  
SALT LAKE CITY, UTAH 84107

8116987  
01/10/2002 11:51 AM 22.00  
Book - 8552 Pg - 9028-9032  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
BY: ARG, DEPUTY - WI 5 P.

GRANT OF EASEMENT  
FOR  
INGRESS AND EGRESS

This Grant of Easement is made and executed this 28<sup>th</sup> day of December, 2001, by TOWERS AT 45<sup>TH</sup> II, LLC, A UTAH LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 77.120% INTEREST, MACKINTOSH MANAGEMENT CO., LLC, A UTAH LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 12.177% INTEREST, MICHAEL D. NORMAN AND DIANE BREWSTER NORMAN, HUSBAND AND WIFE, AS JOINT TENANTS, AS TO AN UNDIVIDED 6.5375% INTEREST, AND ELLIOTT WILLARD EVANS, JR., TRUSTEE OF THE ELLIOTT WILLARD EVANS, JR. REVOCABLE TRUST, DATED DECEMBER 3, 1981, AS TO AN UNDIVIDED 4.155% INTEREST (hereinafter referred to as "Grantor"), and HAMLET SQUARE, LLC, A UTAH LIMITED LIABILITY COMPANY (hereinafter referred to as "Grantee").

WHEREAS, Grantee desires to acquire an easement for perpetual non-exclusive ingress and egress to be located within and across certain of Grantor's property, as described herein, and the Grantor is willing to grant such an easement to Grantee.

THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration to the Grantor by the Grantee the sufficiency is hereby acknowledged, the Grantor agrees as follows:

1. The Grantor hereby grants to the Grantee a perpetual non-exclusive easement for ingress and egress including the right, privilege, obligation and authority to install, construct, operate, replace, inspect, and maintain a paved driveway, and as approved by Murray City, curb and gutter and all necessary fixtures thereto, if any, including the timely restoration of the ground located adjacent thereto, to the condition such was in just prior to any such installation and construction, operation and maintenance, and as a result of Grantee's use of this easement. All costs for such installation and construction, operation, maintenance, and restoration shall be sole responsibility of the Grantee. The easement granted hereby shall be an easement over and through all of the following described property:

SEE EXHIBIT "A" ATTACHED HERETO

2. The easement granted to the Grantee shall include the right to reasonably enter upon the easement property with such equipment as is necessary for the construction, installation, maintenance, inspection, repair and/or replacement of the driveways, and such related fixtures as are necessary thereto, as set forth herein.

3. The easement granted herein shall be appurtenant to and shall run with the land.

4. The terms and provisions of this Grant of Easement shall be binding upon the Grantor, its representatives, successors and/or assigns. The terms and provisions of this Grant of Easement shall be binding upon the Grantee, its representatives, successors and/or assigns.

8116987

FIRST AMERICAN TITLE  
BKF# 104047

BK8552 PG 9028

IN WITNESS WHEREOF, the undersigned Grantor has caused this instrument to be signed effective as of this 28<sup>th</sup> day of December, 2001.

**TOWERS AT 45<sup>TH</sup> II, LLC, a Utah Limited Liability Company**  
(as to an undivided 77.120% interest)

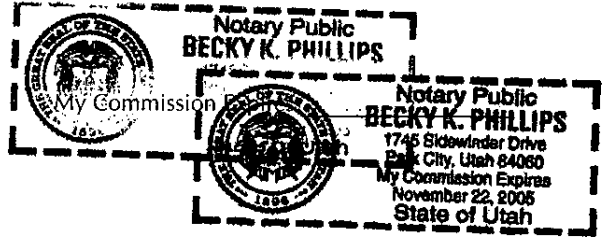
By: Robert L. Vonderhaar  
Name: Robert L. Vonderhaar  
Its: Mgr. Member

STATE OF UTAH }  
COUNTY OF Salt Lake }

On the 28 day of Dec, 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert L. Vonderhaar personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

[Signature]  
\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_



\*\*\*\*\*

**MACKINTOSH MANAGEMENT CO., a Utah Limited Liability Company**  
(as to an undivided 12.177% interest)

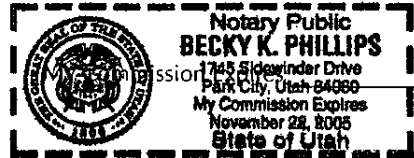
By: J. Dan Mackintosh  
Name: J. Dan Mackintosh  
Its: Manager

STATE OF UTAH }  
COUNTY OF Salt Lake }

On the 28 day of Dec, 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared J. Dan Mackintosh personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

[Signature]  
\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_



\*\*\*\*\*

BK8552PG9029

MICHAEL D. NORMAN & DIANE BREWSTER NORMAN, HUSBAND & WIFE,  
AS JOINT TENANTS  
(as to an undivided 6.5375% interest)

MICHAEL D. NORMAN

DIANE BREWSTER NORMAN

By: *Michael D. Norman*  
Name: MICHAEL D. NORMAN  
Its: \_\_\_\_\_

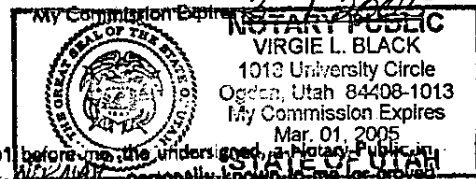
By: *Diane Brewster Norman*  
Name: DIANE BREWSTER NORMAN  
Its: \_\_\_\_\_

STATE OF UTAH  
COUNTY OF Weber

On the 21st day of Dec, 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL NORMAN personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

*Virgie L. Black*  
Notary Public  
Residing at: Ogden Ut



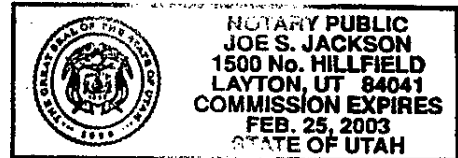
STATE OF UTAH  
COUNTY OF DAVIS

On the 21 day of DEC, 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared DIANE BREWSTER NORMAN personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

*Joe S. Jackson*  
Notary Public  
Residing at: Layton Ut

My Commission Expires 2/25/03



- POOR COPY -  
CO. RECORDER

BK8552PG9030

ELLIOTT WILLARD EVANS, JR.,  
TRUSTEE OF THE ELLIOTT WILLARD EVANS, JR. REVOCABLE TRUST,  
DATED DECEMBER 3, 1981  
(as to an undivided 4.155% interest)

By: [Signature]  
Name: ELLIOTT W. EVANS, JR.  
Its: TRUSTEE

STATE OF UTAH  
COUNTY OF Salt Lake

On the 20<sup>th</sup> day of December, 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared Elliott Willard Evans, Jr. personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Kristin M. Jarrard  
Notary Public  
Residing at: Salt Lake City, UT

NOTARY PUBLIC  
Kristin M. Jarrard  
5900 So. Far Vista Dr.  
Salt Lake City, Utah 84118  
My Commission Expires  
November 30, 2002  
STATE OF UTAH  
My Commission Expires 11/30/02

The undersigned Grantee hereby acknowledges and accepts the foregoing Grant of Easement and agrees to be bound hereby.

HAMLET SQUARE, LLC, a Utah Limited Liability Company

By: [Signature]  
Name: Michael M. Brodsky  
Its: Managing Member

STATE OF UTAH  
COUNTY OF Salt Lake

On the 25 day of December, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael M. Brodsky personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

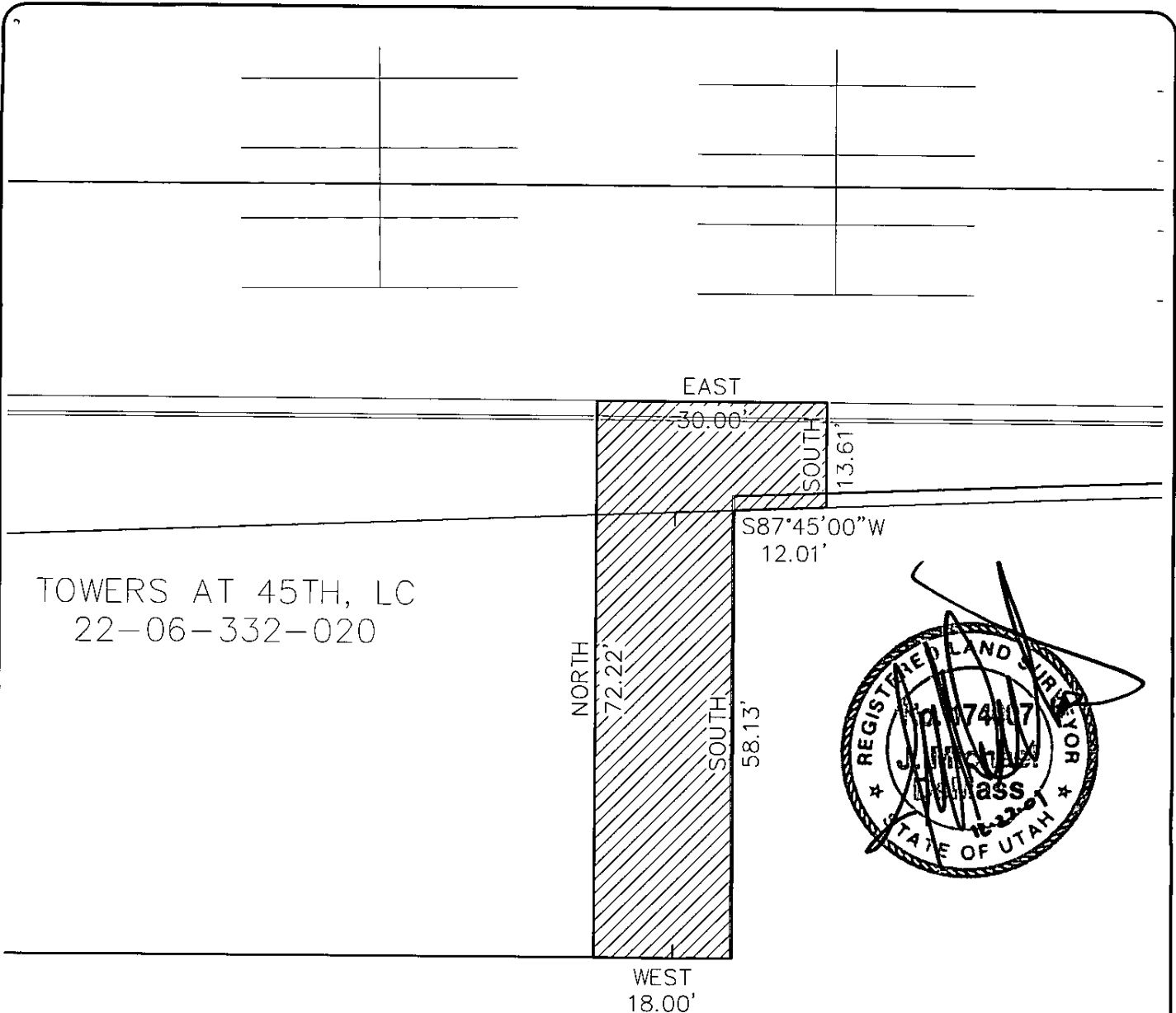
[Signature]  
Notary Public  
Residing at: \_\_\_\_\_

Notary Public  
BECKY K. PHILLIPS  
My Commission Expires  
1745 Sidewinder Drive  
Park City, Utah 84080  
My Commission Expires  
November 23, 2005  
State of Utah

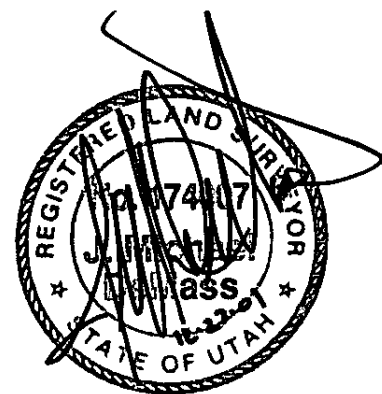
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CO. RECORDER

BK8552PG9031

EXHIBIT "A"



TOWERS AT 45TH, LC  
22-06-332-020



SCALE 1"=20'

Ingress and Egress Easement

Beginning at a point that is N89°50'30"E along the Monument Line, 61.88 feet and South, 473.63 feet from an existing Salt Lake County Monument located in 4500 South and 300 East Streets, said Monument also being South, 259.68 feet and S89°50'30"W along the Monument Line, 282.53 feet from the Center of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence East, 30.00 feet; thence South, 13.61 feet; and running S87°45'00"W, 12.01 feet; thence South, 58.13 feet; thence West, 18.00 feet; thence North, 72.22 feet to the point of beginning. Contains 1,466 Square Feet. 22-06-334-033

BK8552PG9032

HAMLET DEVELOPMENT  
HAMLET OFFICE  
INGRESS & EGRESS EASEMENT  
4550 SOUTH ATWOOD DRIVE  
MURRAY, UTAH



Stantec

Stantec Consulting Inc.  
3995 S 700 E Ste. 300  
Salt Lake City, UT  
84107-2540  
Tel. 801.261.0090  
Fax. 801.266.1671  
www.stantec.com

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF LICENSED PROFESSIONAL ENGINEER, LAND SURVEYOR, OR GEOLOGIST TO ALTER ANY VIEW ON THIS DOCUMENT IN ANY WAY. ANY LICENSEE WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX HIS OR HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS OR HER SQUARE AND SPECIFIC DESCRIPTION OF THE ALTERATION.

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Sheet Number  
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