

8444036

AFTER RECORDING, RETURN TO:
Bryan B. Todd
Parsons Behle & Latimer
201 South Main Street, Suite 1800
Salt Lake City, Utah 84111

8444036
12/03/2002 03:57 PM 17.00
Book - 8696 Pg - 3077-3080
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: R.O.J, DEPUTY - WI 4 P.

Tax Parcels Nos.:

ACCESS AND UTILITIES EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, the receipt and sufficiency of which are hereby acknowledged, **METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY** ("Grantor") hereby conveys, assigns, transfers and grants to **DH-DRAPER, LLC**, a Utah limited liability company, and its successors and assigns ("Grantee"), a non-exclusive, perpetual easement on, over, across and through the real property legally described on **Exhibit A** attached hereto (the "**Easement Area**"), for pedestrian and vehicular ingress solely to and egress solely from the real property legally described on **Exhibit B** attached hereto (the "**Benefited Property**"), including the right to construct such roadways, sidewalks, curbs, gutters and related improvements as Grantee may desire, and for the purpose of constructing, installing, operating, maintaining, repairing and replacing from time to time utility lines of any and all kind and nature to service and benefit the Benefited Property. Any damage or destruction caused to the Easement Area by Grantee in exercising such easement rights shall be repaired or replaced by Grantee at its sole expense. Grantee's rights hereunder shall be fully transferable upon the transfer of the Benefited Property in whole or part at any time and from time to time.

This easement is limited in scope and use and is not for the benefit of any person or entity except as it pertains to the Benefited Property. No public dedication of the Easement Area is intended by the execution and recordation of this instrument.

This easement will terminate and expire if the rights granted herein are not used for a period of five (5) successive years.

Utilities serving the Benefited Property shall be located and installed so as not to conflict with any utilities serving or needed to serve Grantor's remaining property, including the water treatment plant to be constructed thereon. The location of utilities within the Easement Area shall be subject to Grantor's prior review and approval, which approval shall not be unreasonably withheld.

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The easements, rights and obligations granted or created hereby are appurtenances to the land, and the Benefited Property shall constitute the dominant estate, and the Easement Area shall constitute the servient estate. Each party hereto (and its successors and assigns) shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes hereof. This instrument shall be construed in accordance with and governed by the laws in the State of Utah. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder hereof and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope and breadth permitted by law. In the event of any dispute related hereto, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, costs and expenses.

IN WITNESS WHEREOF, this instrument has been executed as of the date of notarization appearing below.

GRANTOR:

Metropolitan Water District of Salt Lake & Sandy

John Robert Carman
By: John Robert Carman
Its: General Manager

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 29th day of November, 2002, by John Robert Carman, who executed the same in the capacity indicated above.

Traci Taylor
NOTARY PUBLIC



Residing at: 261 E. Broadway #100 SU 0784111

My Commission Expires: 8/20/06

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Exhibit A
To Access And Utilities Easement

Easement Area

A non-exclusive access and utility easement located in the Southeast Quarter of Section 12, and the Northeast Quarter of Section 13, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows:

BEGINNING at the Southeast Corner of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running thence South $00^{\circ}21'24''$ West, 350.00 feet along the Section Line; thence North $89^{\circ}38'36''$ West, 15.00 feet; thence North $00^{\circ}21'24''$ East, 300.00 feet; thence North $12^{\circ}03'03''$ West, 51.20 feet; thence North $00^{\circ}27'52''$ East, 480.51 feet to the northern property line of the parcel owned by the Metropolitan Water District; thence North $70^{\circ}18'40''$ East 27.70 feet along said northern property line to a point on the East Section Line of Section 12, T4S, R1W, SLB&M; thence South $00^{\circ}27'52''$ West, 490.00 feet along the Section Line to the POINT OF BEGINNING.

Encompassing 18,141.55 square feet or 0.4165 acres.

Exhibit B
To Access and Utilities Easement

Benefited Property
DH-Draper LLC Property

Beginning at the Northwest corner of Section 18, Township 4 South, Range 1 East, Salt Lake Base and Meridian and running thence North $89^{\circ}51'23''$ East 1023.00 feet along the North section line of said section; thence South $45^{\circ}06'23''$ West 1453.039 feet to the West section line of said section; thence North $00^{\circ}21'24''$ East 1023.00 feet along said section line to the point of beginning.

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