

When Recorded Return to:  
Elliott Christensen  
Investment Properties Division  
#780 Eagle Gate Tower  
60 East South Temple  
Salt Lake City, Utah 84111

1251

5089341  
28 JUNE 91 01:40 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
ELLIOTT CHRISTENSEN  
REC BY: KARMA BLANCHARD, DEPUTY

RIGHT-OF-WAY AND EASEMENT AGREEMENT

FIRST SECURITY MORTGAGE CO. A UTAH CORPORATION REFERRED TO AS "GRANTOR" hereby quitclaims to NORTH POINT CONSOLIDATED IRRIGATION COMPANY, a Utah corporation, hereinafter "Grantee," for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, an easement for the construction, installation, and maintenance of a pump station and a pressurized pipeline and necessary electrical power status installation as part of Grantee's distribution facilities upon, over, under, and across the following-described land, situated in Salt Lake County, State of Utah, as set forth in Exhibits "A", "B", and "C" attached hereto.

By acceptance or use hereof, Grantee agrees to be bound by and accepts this easement, subject to the following terms and conditions:

1. The rights granted hereunder are nonexclusive and the premises indicated herein are subject to being used for utility or other purposes by such person the GRANTOR may designate at any time.

2. Grantee shall not disturb any existing sewer, water, or other utility lines within the boundaries of the easement granted.

3. Grantee's said facilities except for the Pump Station shall be installed as nearly as possible in the center of the described premises.

4. Grantee will comply with all applicable City ordinances, State and County laws, in the installation, maintenance or removal of facilities installed by Grantee and within thirty (30) days of complete installation, Grantee will submit a complete set of "as constructed" plans and specifications to the City Engineer and to Grantor.

5. After installation of said facilities, Grantee will, at its sole expense, restore the surface of any land disturbed by Grantee within said premises as nearly as possible to its original condition. If said damage is not properly repaired or restored to its original condition and Grantee fails to effect said restoration within a reasonable period of time, to be determined by Grantor, or ten (10) days whichever occurs after receipt of written notice from Grantor, Grantor may restore or have the surface and/or damage repaired at the entire expense of Grantee.

6. GRANTOR shall have the right at such times and in such a manner as it deems necessary to construct roads, or to carry out other GRANTOR purposes over, across and through the premises covered by this easement, so long as such does not impair Grantee's use.

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7. Neither Grantee nor Grantor shall assign any of its rights hereunder without the prior written consent of the other except for the purpose of reorganizing the Grantee with substantially the same owners as before. Grantor and Grantee shall not unreasonably withhold consent to assignment.

8. This agreement shall be binding upon the assignees, successors and/or transferor of each of the parties hereto.

WITNESS the hand of the GRANTOR this 10<sup>th</sup> day of MAY 1990.

FIRST SECURITY MORTGAGE CO.

By John D. Livingston  
John D. Livingston, Assistant Vice-President

ATTEST:

\_\_\_\_\_  
SECRETARY

STATE OF UTAH )  
  ) s.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of MAY, 1990, by John D. Livingston

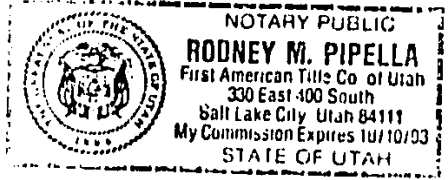
\_\_\_\_\_, who, being by me duly sworn, did say that they are the ASSISTANT VICE PRESIDENT and respectively, of SECURITY MORTGAGE CO.

Rodney M. Pipella  
NOTARY PUBLIC

In and for the State of Utah,  
County of Salt Lake

Commission Expires:

10-10-93



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EXHIBIT "A"

Easement for Construction & Maintenance  
of Water Transmission line near South boundary of Salt Lake International Center near  
Charles Lindbergh Drive - First Security Mortgage Co.

A strip of land to be used for a 40.00 foot wide construction easement for the purpose of constructing a water transmission line, which construction easement shall terminate upon 45 days following completion of the transmission line, and a 20.00 foot wide perpetual easement thereafter for the purpose of maintaining and repairing said transmission line, said strip of land being in the in the south one-half of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian, the southerly line of the following described 20 foot perpetual easement is 10 feet North of the southerly line of said 40 foot easement:

Beginning at a point being N 0°00'56" E 803.19 feet along the section line and West 1819.30 feet from the southeast corner of said Section 36, said point of beginning is also on the westerly line of the First Security Mortgage Co. property as shown in that A.L.T.A. survey by Bingham Engineering dated January 17, 1991 for First Security Bank; thence N 89°41'30" E 499.98 feet to the westerly line of Salt Lake International Center Plat 7; thence along said westerly line S 0°02'00" E 16.78 feet to the southwest corner of said Plat 7; thence along the southerly line of said Plat 7 N 89°58'00" E 620.53 feet to the southeast corner of the Wendover Investments property; thence N 0°02'00" W 19.75 feet; thence N 89°41'30" E 157.42 feet to the westerly line of the Steele - Ettinger property; thence S 0°02'00" E 20.00 feet; thence S 89°41'30" W 105.55 feet to the south line of said Plat 7; thence S 89°41'30" W 1172.39 feet to the Point of Beginning, containing 0.33 acres, more or less.

EXHIBIT B

Easement for Construction & Maintenance  
of Water Transmission line East of 4800 West Street - Old North Temple R/W  
First Security Mortgage Co.

A strip of land to be used for a 40.00 foot wide construction easement for the purpose of constructing a water transmission line, which construction easement shall terminate upon 45 days following completion of the transmission line, and a 20.00 foot wide perpetual easement thereafter for the purpose of maintaining and repairing said transmission line, said strip of land being in the south one-half of Section 31, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said 40 foot easement being centered on the following described 20 foot easement:

Beginning at a point being N 0°00'56" E 696.18 feet along the section line and East 1350.00 feet from the southwest corner of said Section 31, said point also being South 10 feet, more or less, from the as-built median centerline between the east bound and west bound lanes of the abandoned North Temple Street; thence S 89°58' W 20.00 feet; thence N 0°00'56" E 70.75 feet; thence S 89°58'00" W 63.56 feet; thence N 0°00'56" E 15.04 feet to a point being East 29 feet, more or less, from the west end of a 24" pipe; thence along the centerline of an existing drainage ditch the following two courses and distances: 1) N 89°52'30" W 816.89 feet; 2) N 89°27'15" W 267.83 feet to the easterly line of the UDOT right-of-way, as shown on that A.L.T.A. survey by Bingham Engineering dated January 17, 1991 for First Security Bank; thence along said easterly line N 15°21'00" W 20.79 feet; thence leaving said easterly line S 89°27'15" E 23.78 feet; thence S 0°00'56" W 16.09 feet to the southwest corner of the Salt Lake International Center Amended Plat 10-A; thence along the southerly line of said Plat 10-A N 89°58'00" E 475.25 feet to the southeast corner of said Plat 10-A; thence N 0°02'00" W 12.95 feet; thence S 89°52'30" E 611.19 feet; thence S 0°00'56" W 14.99 feet; thence N 89°58' E 63.56 feet; thence S 0°00'56" W 90.75 feet to the Point of Beginning, containing 0.42 acres, more or less.

EXHIBIT "C"

Easement for Construction & Maintenance  
of Water Transmission line West of 4800 West Street  
near the south boundary of Salt Lake International Center -  
First Security Mortgage Co.

A strip of land to be used for a 40.00 foot wide construction easement for the purpose of constructing a water transmission line, which construction easement shall terminate upon 45 days following completion of the transmission line, and a 20.00 foot wide perpetual easement thereafter for the purpose of maintaining and repairing said transmission line, said strip of land being in the south one-half of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian, said 40 foot easement being centered on the following described 20 foot easement:

Beginning at a point being N 0°00'56" E 788.15 feet along the section line and West 17.29 feet from the southeast corner of said Section 36, thence along the centerline of an existing drainage ditch the following two courses and distances: 1) N 89°27'15" W 317.79 feet; 2) S 89°41'30" W 43.81 feet; to the easterly line of the Steele - Ettinger property; thence along said easterly line N 0°02'00" W 20.00 feet; thence leaving said easterly line N 89°41'30" E 43.83 feet; thence S 89°27'15" E 319.65 feet to the westerly line of the UDOT right of way as shown in that A.L.T.A. survey by Bingham Engineering dated January 17, 1991 for First Security Bank; thence S 5°21'18" W 20.07 feet to the Point of Beginning, containing 0.17 acres, more or less.