

After recording, return to:

Hi-Country Estates Homeowners Association, Phase II
 P.O. Box 190
 15142 Rose Canyon
 Riverton, UT 84065

Grant of Easement

THIS GRANT OF EASEMENT (this "*Grant*") is made effective 19 February 2004 by **HERRIMAN**, a Utah municipality whose address is 13011 South Pioneer Street, Herriman, Utah 84065 ("*Grantor*"), in favor of **HI-COUNTRY ESTATES HOMEOWNERS ASSOCIATION, PHASE II**, a Utah corporation a/k/a HIGH COUNTRY ESTATES PHASE II HOMEOWNERS ASSOCIATION ("*Grantee*").

RECITALS:

A. Grantee owns and operates a water distribution system (the "*System*") for the purpose of distributing water to Grantee's members.

B. Certain components (the "*Components*") of the System are located on the ground (the "*Property*") that is particularly described on the exhibit that is annexed hereto. Grantor owns fee simple absolute title to the Property.

C. The Components were authorized to be placed on the Property pursuant to, *inter alia*, a "Memorandum Agreement" dated 14 July 1979 between Grantor's predecessors-in-title, Tony Mascaro and Carmen M. Mascaro, and Grantee, which was recorded 26 July 1979 as entry no. 3313325 in book 4909, at page 666, of the official records of the Recorder of Salt Lake County, Utah ("*Official Records*"), as modified by (a) an "Agreement" dated 21 March 1981 between those same parties, which was recorded 25 March 1981 as entry no. 3547190 in book 5228 at page 669 of Official Records; (b) a "Right of Way Designation Form" dated 25 January 1989 from Tony Mascaro to Grantee, which was recorded 13 November 1990 as entry no. 4988322 in book 6267 at page 1494 of Official Records; and (c) an unrecorded "Agreement" dated 25 April 2002 between Tony Mascaro, Tony Mascaro, Inc., and Grantee (under the name "Hi-Country Estates Phase II Homeowners Association") (collectively, the "*Prior Documents*").

D. Pursuant to a "Quitclaim Deed" of even date herewith from Grantee, as grantor, to Grantor, as grantee, all of Grantee's easements and other rights and interests in and to the Property (including, without limitation, all of such easements, rights and interests arising under, or by virtue of, the Prior Documents) were absolutely and irrevocably terminated, conditioned only on Grantor's execution and delivery to Grantee of this Grant.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Grantors hereby agree as follows:

Section 1. **Grant of Easement.** Subject to the terms and conditions of this Grant, Grantor hereby irrevocably grants, for the benefit of Grantee, a non-exclusive easement (the "Easement") over and across the Property for the sole and specific purposes of allowing Grantee to re-construct, re-install, maintain, use, operate, inspect, repair and replace its Components on the Property as and where currently located or hereafter relocated as provided in section 3 below. Nothing herein shall be deemed a grant by Grantor of any other rights with respect to the Property.

Section 2. **Duration.** The Easement granted herein shall be perpetual in duration; provided, however, that if Grantee abandons use of the Easement for a continuous period of at least twenty (20) years, then the Easement shall be deemed abandoned and terminated. In that event, Grantee shall, promptly upon Grantor's demand, execute and deliver to Grantor such documentation (including, without limitation, a quitclaim deed in recordable form) necessary or advisable to evidence such termination of the Easement.

Section 3. **Relocation.** Grantor reserves the right (upon reasonable prior written notice to Hi-Country) to relocate the Easement at any time, or from time to time, in the future, provided that (a) all applicable governmental authorities consent to any resulting relocation of part or all of the Easement; (b) the Easement, as proposed to be relocated, would not materially diminish the convenience or utility of the current Easement to Grantee; (c) Grantor shall pay any and all reasonable direct and indirect costs (whether or Grantor or of Grantee) associated with the relocation of the Easement and the Components; and (d) Grantee's ability to deliver water to its members via the System is not materially interrupted or prejudiced by such relocation.

Section 4. **Not a Public Dedication.** Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement to or for the general public or for any public purposes whatsoever.

Section 5. **No Interference.** Except to the extent necessary (on a temporary basis) for reasonable construction, for repair and maintenance, or to prevent unintended public dedication thereof or any unintended accrual of any rights to the public therein, Grantor shall not in any manner obstruct or interfere with the free and unimpeded use of the Easement by Grantee as permitted hereunder.

Section 6. **Easement in Gross.** The Easement created hereby is not appurtenant to any real property, but instead is personal to Grantee.

Section 7. **Covenants Run with Land.** Subject to section 6 above, the Easement shall (a) create an equitable servitude on the Property in favor of Grantee; (b) constitute a covenant running with the land; (c) bind every person having any fee, leasehold or other interest in any portion of the Property at any time or from time to time; and (d) inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

////////

DATED effective the date first above written.

GRANTOR:

HERRIMAN, a Utah municipality

ATTEST:

By: Kristi Peterson
Recorder

By: J. Lynn Crane
J. LYNN CRANE, Mayor



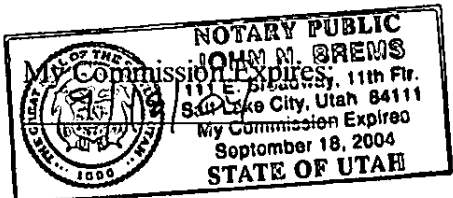
GRANTEE:

HI-COUNTRY ESTATES HOMEOWNERS ASSOCIATION, PHASE II, a Utah corporation

By: George Holling
GEORGE HOLLING, President

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 19 day of February 2004 by J. LYNN CRANE and Kristi Peterson, the mayor and recorder, respectively, of HERRIMAN, a Utah municipality.



[Signature]
Notary Public
Residing at: SLC UT

NOTARY SEAL NOT LEGIBLE
- CO RECORDER -

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 19 day of February 2004 by GEORGE HOLLING as the president of HI-COUNTRY ESTATES HOMEOWNERS ASSOCIATION, PHASE II, a Utah corporation.

My Commission Expires:

Kristi J. Peterson
Notary Public
Residing at: Reverton, Ut



Exhibit to Grant of Easement

The following real property located in Salt Lake County:

Beginning at a point N 89°49'59" W 2926.99 feet along section line and South 00°10'01" West 1243.13 feet from the Northeast corner of Section 9, Township 4 South, Range 2 West, Salt Lake Meridian; and running thence South 40°47'04" East 82.87 feet; thence South 04°12'56" West 239.07 feet; thence South 49°12'56" West 82.87 feet; thence N 85°47'04" W 82.87 feet; thence N 40°47'04" W 82.87 feet; thence North 04°12'56" East 239.07 feet; thence North 49°12'56" East 82.87 feet; thence South 85°47'04" East 82.87 feet to the Point of Beginning.

Parcel Nos. 32-09-200-020 and 32-09-200-022.