

Please return to:
Salt Lake City Public Utilities
Attn.: Karyn Greenleaf
1530 South West Temple
Salt Lake City, UT 84115

Salt Lake County Parcel ID No.
22-23-179-006

7746983
10/26/2000 03:41 PM NO FEE
Book - 8396 Pg - 8935-8937
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
BY: ZJM, DEPUTY - WI 3 P.

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EASEMENT

BOYER OLD MILL II, L.C., a Utah limited liability company, whose principal mailing address is 127 South 500 East, Suite 100, Salt Lake City, Utah 84102 ("Grantor"), hereby conveys to SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, whose mailing address for purposes of this Easement is 1530 South West Temple, Salt Lake City, Utah 84115, its successors-in-interest and assigns ("Grantee"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and reaffirmed, a perpetual non-exclusive easement and right-of-way for the construction, operation and continued maintenance, repair, alteration, inspection and replacement, of a 12-inch culinary water line, together with all facilities attendant thereto, including any and all service lines, valves and other related equipment and improvements (collectively, the "Facilities"), in, upon, over, under, across and through certain real property situated in Salt Lake County, State of Utah, and more particularly described on Exhibit A attached hereto and commonly referred to as the West Access Road, and hereby incorporated herein by this reference, together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto (collectively, the "Easement").

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree with respect to the Easement as follows:

1. The Easement granted hereby is in addition to, and supplemental to, any license agreements, permits, or similar documents pursuant to which Salt Lake County grants to Grantee certain rights in the West Access Road for public utility purposes. Nothing herein shall be construed as limiting any rights or privileges to which the Grantee is entitled under and pursuant to such license agreements, permits, or similar documents.
2. The Easement shall be for the entire width of the West Access Road, which shall be not less than 47 feet, and for the entire length of the West Access Road, as finally constructed by Grantor (generally referred to herein as the "Easement Property"). The initial location of the water lines and facilities constructed by Grantor shall not limit or restrict the use of the Easement by Grantee, or the ability of Grantee to move such facilities to different locations within the Easement Property from time to time, as deemed appropriate by Grantee in its sole discretion.
3. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may

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injure or interfere with the Grantee's use, occupation or enjoyment of this Easement, without liability to Grantor, and without any obligation of restoration or compensation.

4. Grantee shall restore to applicable Salt Lake County standards any damage or disruption to the surface of West Access Road caused by Grantee's use of this easement.

5. Grantee shall be entitled to unrestricted 24-hour per day, 365-days per year access to the Easement Property for all purposes related to the ownership, operation, maintenance, alteration, repair, inspection and replacement of the Facilities.

6. This Easement shall be liberally construed in the favor of the Grantee.

WITNESS the hand of the Grantor this 25 day of August, 2000.

BOYER OLD MILL II, L.C., a Utah limited liability company, by its Manager,

THE BOYER COMPANY, L.C., a Utah limited liability company

By [Signature]
H. ROGER BOYER
Chairman and Manager

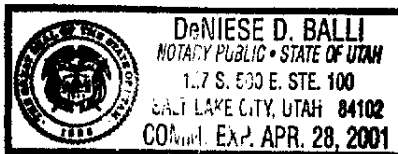
STATE OF UTAH)
: ss.
County of Salt Lake)

4. On this the 25 day of August, 2000, personally appeared before me ~~KEM C. GARDNER~~, the signer of the foregoing instrument, who duly sworn by me did say that he is a MANAGER, respectively, of THE BOYER COMPANY, L.C., a Utah limited liability company, who is a MANAGER of BOYER OLD MILL II, L.C, a Utah limited liability company, and said person acknowledged to me that said corporation executed the same.

[Signature]
NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

4-28-01



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EXHIBIT A

DESCRIPTION OF BOYER OLD MILL II, L.C. EASEMENT

Waterline easement described as follows:

Beginning at a point which is 2278.47 feet South 89°59'36" East along the Section Line and 1853.87 feet South 00°00'24" West from the Northwest Corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, thence 211.98 Feet North 89°02'01" West; thence 56.27 feet North 44°18'02" East; thence Easterly on the arc of a 74.50 foot radius curve to the left 63.45 feet (Chord to said curve bears South 57°46'23" East 61.55 feet); thence 39.14 feet South 82°10'22" East; thence 82.00 feet South 86°01'07" East to the point of beginning.

Contains 2262.95 square feet.

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