

8540598

WHEN RECORDED MAIL COPY TO:
White City Water Improvement District
999 East Galena Drive
Sandy, Utah 84094

8540598
02/24/2003 10:55 AM NO FEE
Book - 8742 Pg - 8445-8447
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WHITE CITY WATER IMP DISTRICT
999 E GALENA DR
SANDY UT 84094
BY: RDJ, DEPUTY - MA 3 P.

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to
Boyer Life Centre Associates and The Boyer Company

hereinafter referred to as GRANTOR, by WHITE CITY WATER IMPROVEMENT DISTRICT, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a construction easement and a perpetual easement as hereinafter described over, across, under and through land of the GRANTOR situated in SALT LAKE COUNTY, State of UTAH more particularly described as follows:

Impacted Property: The Boyer Life Centre Phase Two

A 30.00 FOOT WIDE CONSTRUCTION EASEMENT AND A 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT IN FAVOR OF WHITE CITY WATER IMPROVEMENT DISTRICT LYING 15.00 FEET AND 10.00 FEET RESPECTIVELY ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

Commencing at the East quarter corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah, thence North 89°45'46" West 25.29 Feet; thence South 00°03'00" East 659.58 Feet; thence North 89°46'30" West 198.00 Feet; thence North 00°03'00" West 25.72 Feet to the POINT OF BEGINNING (being a point on the West line of the grantors property, Parcel No. 28-08-434-021);

thence South 88°45'36" East 138.49 Feet;

thence North 00°45'53" East 187.68 Feet;

thence North 40°36'10" West 64.00 Feet to the POINT OF ENDING.

TO HAVE AND TO HOLD the same unto the GRANTEE, the foregoing easements as follows:

Construction easement, with the right to install and inspect pipelines, valves, conduits, and other associated structures and appurtenances, (herein collectively called "facilities") over, across, under and through the easements; and

Perpetual easement with the right to inspect, maintain, operate, repair, protect, remove and replace said facilities and other associated structures and appurtenances, over, across, under and through the easements.

The forgoing easements may partially or completely lie within GRANTOR's property. The construction easement shall be granted from the time of original installation of the facilities described. The perpetual easement shall be a Public Utility corridor for said facilities. The centerline of the easement as described above may be adjusted to reflect where facilities are actually constructed on the land.

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So long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way for the purpose described in the construction and perpetual easements. During temporary periods, the GRANTEE may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction, maintenance, repair, removal, or replacement of the facilities. The GRANTEE shall notify GRANTOR prior to entering the easements for purposes of initial construction.

GRANTEE, as a condition to the granting of the easements, shall pay damages, restore or replace in kind, at the GRANTOR's discretion and at GRANTEE's expense, fences, crops, underground pipes, and other improvements in the event such are damaged by the construction, maintenance, repair, replacement, or removal of the facilities.

The GRANTOR shall not build or construct, nor permit to be built or constructed, any building or other similar improvement over, across, or under the said right-of-way, nor change the contour thereof without written consent of the GRANTEE, which consent will not be unreasonably withheld. This right-of-way grant shall be binding upon GRANTOR, his successors and assigns, and shall inure to the benefit of GRANTEE, its successors and assigns, and may be assigned in whole or in part by the GRANTEE.

It is hereby understood that any party securing this grant on behalf of the GRANTEE is without authority to make any representations, covenants, or agreements not herein expressed.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 7 day of ^{Feb} ~~January~~, 2003.

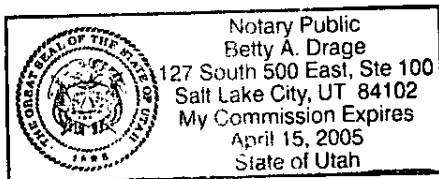


GRANTOR

STATE OF) Utah
) ^{SS.} Salt Lake
COUNTY OF)

On the 7 day of ^{February} ~~January~~, 2003, personally appeared before me

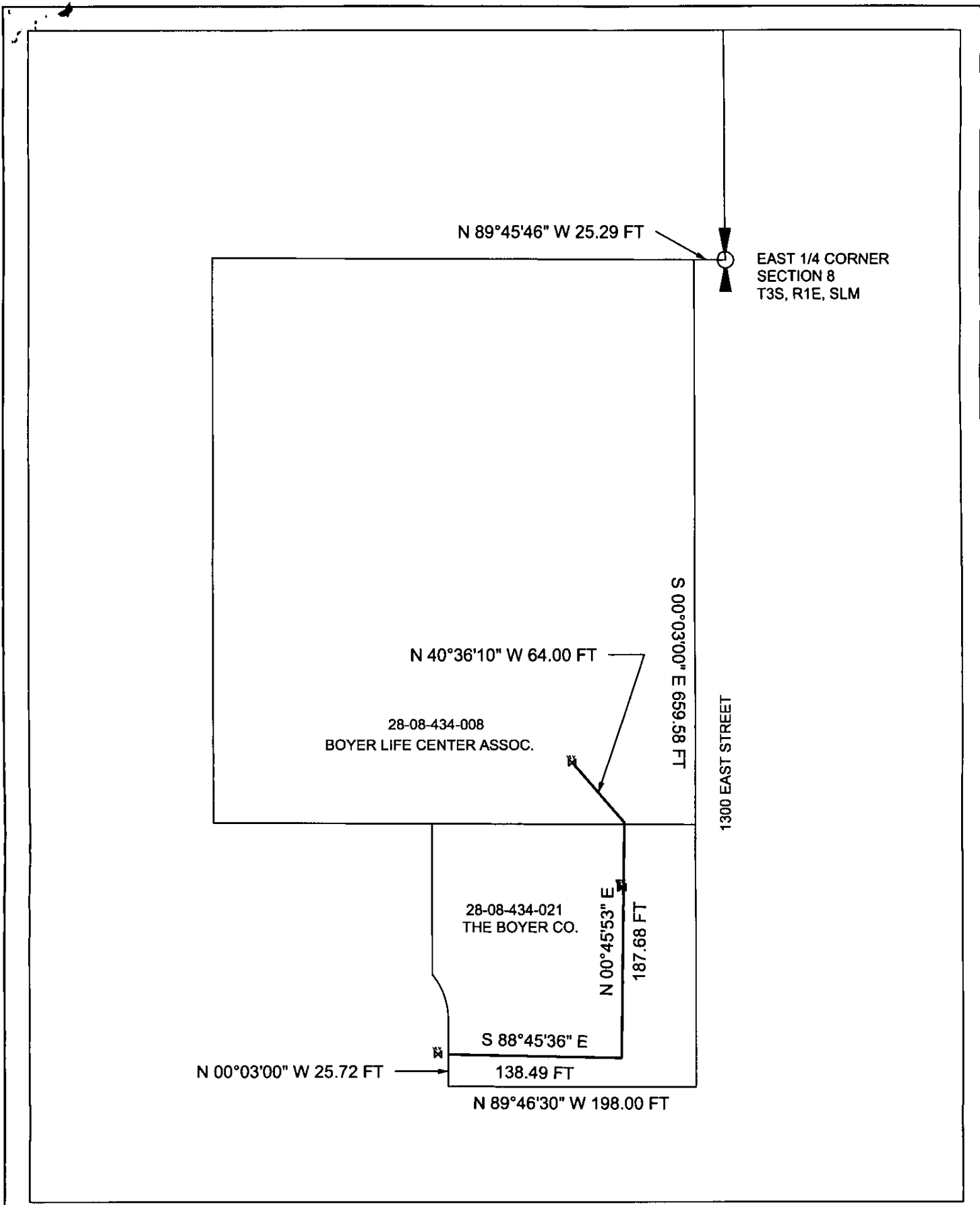
Steven B. Ostler the signer of the foregoing instrument, who duly acknowledged to me, that they executed the same on behalf of Boyer Life Centre Associates and the Boyer Company and who further acknowledged and swore to me that they were duly authorized under the law to do so.





NOTARY PUBLIC

BK 8742 PG 8446



EAST 1/4 CORNER
SECTION 8
T3S, R1E, SLM

28-08-434-008
BOYER LIFE CENTER ASSOC.

28-08-434-021
THE BOYER CO.

1300 EAST STREET

SUNRISE ENGINEERING, INC.
CONSULTING ENGINEERS & LAND SURVEYORS



12227 South Business Park Drive, Suite 220
Draper, Utah 84020

TEL (901) 553-0100
FAX (901) 553-0900

WHITE CITY WATER IMP. DIST.
BOYER LIFE CENTER EASEMENT

EXHIBIT A

BK8742 PG8447

BK8742 PG8447