

6770702  
10/23/97 12:13 PM 26.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
TITLE WEST  
REC BY: R ZITO DEPUTY - WI

Prepared by and upon  
recording return to:

Julie A. Rosen, Esq.  
Mayer, Brown & Platt  
190 South LaSalle Street  
Chicago, Illinois 60603-3441

### UTILITY EASEMENT

This Utility Easement (this "Agreement") is made as of the 20th of October, 1997, by and between WOODMEN PROPERTIES, L.C., a Utah limited liability company ("Grantor") and HOMESTEAD VILLAGE INCORPORATED, a Maryland corporation ("Grantee").

#### RECITALS:

- A. Grantor is the owner of certain real property legally described in Exhibit A (the "Grantor's Land").
- B. Grantee is the owner of certain real property legally described in Exhibit B attached hereto ("Grantee's Land").
- C. Grantor agrees to grant to Grantee an easement for utility purposes over, under and through that portion of Grantor's Land, legally described in Exhibit C (the "Utility Easement").

NOW, THEREFORE, in consideration of the premises, the covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

#### ARTICLE 1: GRANT OF EASEMENT

1.1 Grant of Utility Easement. Grantor hereby grants to the Grantee, its successors, assigns, for the benefit of and appurtenant to Grantee's Land, a permanent, non-exclusive private easement over, across, through, under and above the Utility Easement for the purpose of installing, constructing, maintaining, operating, replacing, repairing and using water lines within the Utility Easement area (the "Utilities").

1.2 Installation of Utilities. Grantor shall have no liability or responsibility with respect to the construction, installation, maintenance and repair of the Utilities. Immediately after completion of construction, Grantor's Land shall be restored to substantially the same condition

6770702

BK7788PG.1335

ms  
TWB 9/28

as existed immediately prior to the commencement of construction of the Utilities. Grantee or its agent or lessee shall obtain, at its sole cost and expense, all permits required for the construction and installation of the Utilities. Grantee and its agents and lessees shall comply with all applicable statutes, rules and regulations related to the construction, installation, maintenance and repair of the Utilities.

1.3 Consideration for Easement. Upon the execution of this Agreement, Grantee shall pay the Grantor \$10.00 in consideration for the grant of the Utility Easement.

1.4 Grantor's Use of Easement Area. Grantor reserves the right to use the Utility Easement for any purpose which will not interfere with Grantee, its successors, assigns, tenants and subtenants use and enjoyment of the easement rights hereby granted. Nothing in this Agreement is intended nor shall it be construed as creating any rights in or for the benefit of the general public. This Agreement does not constitute a dedication for public use, and the rights and easements herein created are private and do not constitute a grant for public use.

1.5 Subsequent additions to dominant tenement. Grantee's right to use said easement shall inure to all subsequent additions of land to the dominant tenement.

1.6 Relocation of Utilities and Easement Area. Grantor, at Grantor's sole cost and expense, may relocate the Utility Easement and any Utilities within the Utility Easement area at a future date so long as there is no interruption of service to Grantee's Land. Grantor shall provide not less than 60 days' prior written notice to Grantee that the Utilities and Utility Easement are being relocated. Upon completion of such relocation, Grantor shall record an amendment to this Agreement showing the new location of the Utility Easement.

## ARTICLE 2: MISCELLANEOUS


2.1 Covenant Running With the Land. All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of the successors and assigns of the parties hereto. It is the intention of Grantor and Grantee that, notwithstanding the fact that the easement herein granted (and the benefit thereof) and the underlying fee may hereafter be owned by the same person or entity, the easements created hereby shall not merge into the fee.

2.2 Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or two (2) days after deposit in the U.S. mail, postage prepaid, if mailed by certified mail, return receipt requested, overnight courier (such as Federal Express or UPS) and addressed to the address for such party shown on the real property tax records for the Grantee Land or the Grantor's Land, as appropriate. Any party may change the name of the person or address to which notices and other communications are to be given by so notifying the other party.

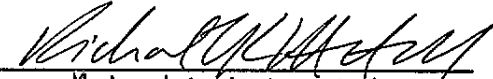
2.3 Construction. This Agreement and the grant of easement herein shall not be strictly construed but shall be given a reasonable construction so that the intention of the parties to confer permanent and commercially usable rights of enjoyment of the easement herein granted is carried out.

2.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of such counterparts shall constitute one agreement.

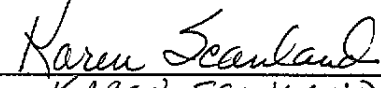
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth above.

By:   
Name: JEFFREY K WOODBURY  
Title: MANAGER

WOODMEN PROPERTIES, L.C.

By:   
Name: Richard L.K. Mandenhall  
Title: MANAGER

HOMESTEAD VILLAGE  
INCORPORATED

By:   
Name: KAREN SCANLAND  
Title: VICE PRESIDENT

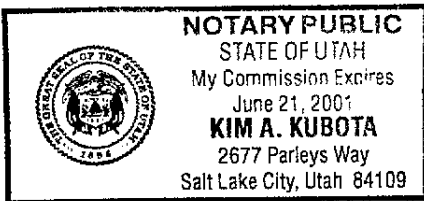
STATE OF UTAH )  
 ) SS  
COUNTY OF SALT LAKE )

On this 21<sup>st</sup> day of October, 1997, before me, the undersigned officer, personally appeared Karen Scanland who acknowledged herself to be the Vice President of Homestead Village Incorporated, a Maryland corporation, a party to the foregoing instrument, bearing the date of October 20, 1997, and that as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Kim A. Kubota  
Notary Public

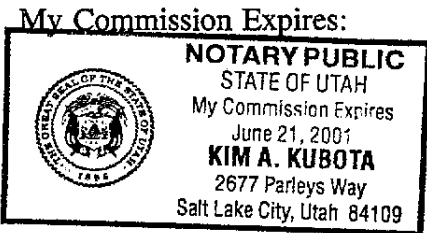


[NOTARIAL SEAL]

STATE OF UTAH )  
 ) SS  
COUNTY OF SALT LAKE )

On this 21<sup>st</sup> day of October, 1997, before me, the undersigned officer, personally appeared Jeffrey K. Woodbury, who acknowledged himself to be the MANAGER of Woodmen Properties, L.C., a Utah limited liability, a party to the foregoing instrument, bearing the date of October 20, 1997, and that as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, on behalf of said limited liability corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



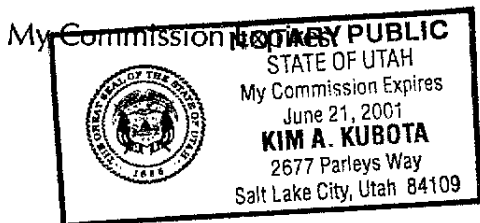
Kim A. Kubota  
Notary Public

[NOTARIAL SEAL]

STATE OF UTAH )  
 ) SS  
COUNTY OF SALT LAKE )

On this 21<sup>st</sup> day of October, 1997, before me, the undersigned officer, personally appeared Richard Mendenhall, who acknowledged himself to be the Manager of Woodmen Properties, L.C., a Utah limited liability company, a party to the foregoing instrument, bearing the date of October 20, 1997, and that as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, on behalf of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



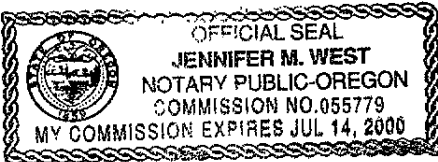
Kim A. Kubota  
Notary Public



STATE OF OREGON            )  
                                  )ss.  
COUNTY OF MULTNOMAH    )

On this 22nd day of October, 1997, before me appeared MARK FISHER, to me personally known, who being duly sworn did say that he, the said MARK FISHER is the Assistant Vice President of Real Estate Finance, STANDARD INSURANCE COMPANY, the within named corporation, and that the seal affixed to said document is the corporate seal of said corporation, and that the said document was signed and sealed in behalf of said corporation by authority of its Board of Directors, and MARK FISHER acknowledged said document to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



*Jennifer M. West*  
Jennifer M. West  
Notary Public for Oregon  
My Commission Expires: 7-14-2000

**Exhibit "A"**

**PARCEL 1: (NORTH)**

Beginning at a point on the West line of 1300 East Street, said point being South 0 degrees 01'25" East 159.00 feet along the West line of 1300 East Street from the Northeast Corner of Lot 10, Block 46, Ten Acre Plat "A", Big Field Survey, said point of beginning also being North 0 degrees 01'25" West 330.16 feet along the monument line in 1300 East Street and South 89 degrees 58'35" West 71.97 feet from a Salt Lake County Brass Cap Monument at the intersection of Wilmington Avenue and 1300 East Street, and running; thence South 0 degrees 01'25" East 125.00 feet along the West line of 1300 East Street; thence South 89 degrees 58'35" West 165.00 feet; thence North 0 degrees 01'25" West 72.00 feet; thence North 89 degrees 58'35" East 16.50 feet; thence North 0 degrees 01'25" West 53.00 feet; thence North 89 degrees 58'35" East 148.50 feet to the point of beginning.

**PARCEL 2: (SOUTH)**

Located in Section 20, Township 1 South, Range 1 East, Salt Lake Base and Meridian, in Block 46, 10 Acre Plat "A" Big Field Survey, being further described as follows:

Beginning at a point on the West line of 13<sup>th</sup> East Street; said point being South 0 degrees 01' East 284 feet from the Northeast Corner of Lot 10, Block 46, Ten Acre Plat "A", Big Field Survey; thence South 89 degrees 50'42" West 195.604 feet; thence South 0 degrees 01' East 63.75 feet; thence North 89 degrees 50'42" East 135.80 feet; thence Southeasterly 62.958 feet along a 385.00 foot radius curve to the right (bearing to radius point being South 13 degrees 12'29" West); thence North 0 degrees 01' West 82.73 feet along said Westerly right of way line to the point of beginning.

BK 7788 PG 1342



**EXHIBIT B**

Lot 2 of Homestead Village, according to the official plat thereof recorded as Entry #6766976, Book 97-10P, Page 316 of the official records of Salt Lake County, Utah.

*5/17/05*  
*(A)*

BK 7788 PG 1343

**LEGAL DESCRIPTION-15' WATERLINE EASEMENT**

A PART OF THE NORTHEAST ONE-QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE STREET MONUMENT LOCATED AT THE INTERSECTION OF 2100 SOUTH AND DOUGLAS STREET, FROM WHICH THE STREET MONUMENT AT THE INTERSECTION OF 2100 SOUTH AND 1100 EAST BEARS NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST; THENCE SOUTH 27 DEGREES 51 MINUTES 09 SECONDS EAST, A DISTANCE OF 365.99 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 58 MINUTES 35 SECONDS EAST A DISTANCE OF 9.50 FEET; THENCE NORTH 67 DEGREES 28 MINUTES 35 SECONDS EAST A DISTANCE OF 16.69 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 35 SECONDS EAST A DISTANCE OF 170.83 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 1300 EAST STREET; THENCE SOUTH 00 DEGREES 01 MINUTES 25 SECONDS EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 35 SECONDS WEST, A DISTANCE OF 167.85 FEET; THENCE SOUTH 67 DEGREES 28 MINUTES 35 SECONDS WEST, A DISTANCE OF 16.69 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 35 SECONDS WEST, A DISTANCE OF 12.45 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 08 SECONDS WEST, A DISTANCE OF 15.00 FEET; TO THE POINT OF BEGINNING CONTAINING 2955 SQUARE FEET OR 0.0678 ACRES MORE OR LESS.

*WWS*  
*(A)*

BK 7788 PG 1344