

WHEN RECORDED, MAIL TO:
 Draper Irrigation Company
 12421 South 800 East
 Draper, Utah 84020

EASEMENT

Parcels: 28-33-177-018
 28-33-177-017
 28-33-177-015

10295171
 12/07/2007 04:10 PM \$14.00
 Book - 9546 Pg - 239-240
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 DRAPER IRRIGATION CO
 12421 S 800 E
 DRAPER UT 840202
 BY: EPM, DEPUTY - WI 2 P.


 _____, Grantor of
 the County of Salt Lake, State of Utah, hereby GRANT AND CONVEY to the DRAPER

IRRIGATION COMPANY, at 12421 South 800 East, Draper, Utah 84020, Grantee, for the Sum
 of \$10.00 Dollars, a perpetual easement, upon part of an entire tract of land, for the
 purpose of constructing, maintaining, and accessing water pipelines, situate of the Southeast
 1/4 of the Northeast 1/4 of Section 33, Township 3 South, Range 1 East, SLB&M.

The boundaries of said easement are described as follows:

A 20 foot wide easement for the installation and maintenance of culinary and secondary water
 lines more particularly described as follows:

Beginning at a point that lies on the North boundary of the Somerlin Meadows Court
 Subdivision said point being 1165.69 feet along the section line North 00°18'36" East and
 2843.88 feet North 89°57'08" West from the East Quarter Corner of Section 33, Township 3,
 South Range 1 East, Salt Lake Base and Meridian, said point also being South 89°57'08" East
 69.85 feet along the north line from the westerly corner of the Somerlin Meadows Court
 Subdivision boundary and running thence South 47°54'45" West 59.35 feet; thence West 76.69
 feet to a point of curvature; thence along a 191.59 radius curve to the right through a central
 angle of 45°54'28" (chord bears: North 66°32'46" West 152.51 feet) a distance of 156.86 feet to
 a point of non-tangency; thence North 46°54'28" East 20.00 feet to a point on a non-tangent
 curve; thence along a 171.59 radius curve to the left through a central angle of 46°54'29" (chord
 bears: South 66°32'46" East 136.59 feet) a distance of 140.48 feet to a point of tangency; thence
 East 69.00 feet; thence North 47°54'45" East 61.18 feet; thence South 42°05'15" East 20.00 feet;
 thence South 47°54'45" West 9.52 feet to the said North boundary line also being the point of
 beginning.

If a discrepancy between the pipes and easement is found, then a ten foot offset on each
 side of the actual pipe installation is given, and takes precedence over the legal described above.

Grantor hereby agrees that DRAPER IRRIGATION COMPANY, their officers, employees,
 agents representatives, contractors, and assigns shall have the right of ingress to and egress from the
 above described strip of property with such equipment as is necessary to install, maintain, operate, repair,
 inspect, protect, install and connect other transmission mains and laterals, remove and replace said
 facilities as may be required from time to time by Grantee.

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Grantor shall have the right to use said premises except for the purpose for which these rights-of-way and easements are granted provided such use shall not interfere with said facilities or with the discharge or the conveyance of water and sewer through any pipelines installed by Grantee. Grantee shall have the right to clear and remove all trees and obstructions within the easements which may interfere with the use of the easements by Grantee. Grantee shall have the right to excavate and refill ditches and/or trenches for the installation of said pipelines and appurtenant parts thereof.

Grantor shall not build or construct or permit to be built or constructed any building, or permanent structure over or across said easement or lower the contour thereof greater than one foot without the prior written consent of Grantee. This right-of-way and easement grant shall be binding upon and inure to the benefit of, the heirs, representatives, successors-in-interest and assigns of Grantors and the successors and assigns of Grantee and may be assigned in whole or in part by Grantee.

The property of Grantor shall be restored in as good of condition as when the same was entered upon by the Grantee or its agents. The Grantee agrees that the pipe will be structurally strong enough to facilitate construction future roads by Grantors over said easement.

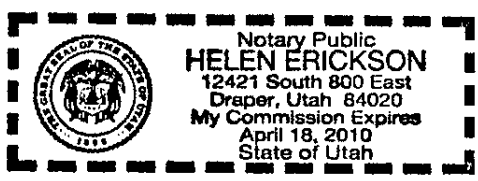
IN WITNESS WHEREOF, said Anthony A. Costanza
has caused this instrument to be executed by its proper officers thereunto duly authorized, this
14 day of NOV, 2007.

By: Anthony A. Costanza

STATE OF Utah)
)ss.
COUNTY OF Salt Lake)

On the date first above written personally appeared before me, Anthony Costanza, who, being by me duly sworn, says that he is the Owner of 11641 E. Costanza Way, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of _____, and said _____ acknowledged by me that said corporation executed the same.

WITNESS my hand and official stamp the Date in this certificate first above written:



Helen Erickson Notary Public