10403790 04/17/2008 03:45 PM \$12-00 Book - 9596 Pa - 1937-1938 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH LANDMARK TITLE BY: KLD, DEPUTY - WI 2 P.

## WHEN RECORDED, RETURN TO:

Stephen K. Christensen Nelson Christensen & Helsten 68 South Main Street, 6<sup>th</sup> Floor Salt Lake City, Utah 84101

## **GRANT OF EASEMENT**

For value received, VALLEY GREEN HOLDINGS, LLC, a Utah limited liability company and SAN TROPEZ APARTMENTS, LLC, a Utah limited liability company (collectively, "Grantors"), hereby grant to THE DISTRICT-SOUTH, L.C., a Utah limited liability company ("Grantee"), a non-exclusive, perpetual, irrevocable easement over and across that certain real property more particularly described as follows:

Beginning at a point along the section line N00°00'42"E 626.54 feet and West 656.02 feet from the South Quarter Corner of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence S00°00'42"W 5.19 feet; thence S89°54'25"W 164.22 feet; thence N86°26'47"W 84.14 feet; thence S89°56'48"W 18.46 feet; thence N00°00'42"E 0.31 feet; thence S89°59'18"E 266.65 feet to the Point of Beginning.

Tax Parcel No. 27-20-351-024
Contains approximately 1,125 square feet

(the "Easement Area") for vehicular and pedestrian ingress and egress and the construction, operation, maintenance and repair of certain existing improvements, which include curb, gutter and asphalt improvements and future landscaping improvements (the "Improvements") within the Easement Area on the terms and conditions set forth in this Grant of Easement.

Grantors hereby agree that Grantee, its officers, employees, agents, representatives, contractors, and assigns shall have the right of ingress to and egress from the Easement Area with such vehicles and equipment as are necessary to maintain, repair, inspect and protect the Improvements, and to install any additional improvements as may be required or desirable from time to time by Grantee.

Grantors acknowledge that the Easement Area is or will be subject to certain rights of ingress and egress pursuant to the terms of an Operation and Easement Agreement dated January 24, 2005 and recorded as Entry No. 9283656 in the Official Records of Salt Lake County, Utah.

Grantors shall not alter or remove any of the Improvements, and shall not build or construct or permit to be built or constructed any building, structure or improvements over or across the Easement Area without the prior written consent of Grantee.

This Grant of Easement 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.

IN WITNESS WHEREOF, Grantors have executed this Grant of Easement on this day of April, 2008.

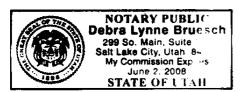
## **GRANTORS:**

VALLEY GREEN HOLDINGS, LLC a Utah limited liability company

Afansen, Manager

SAN TROPEZ APARTMENTS, LLC a Utah limited liability company

(By: Jeff Nielson/Marlager



STATE OF UTAH COUNTY OF SALT LAKE

On the /7 day of April , 2008 personally appeared before me Dell Loy Hansen who duly acknowledged to me that he executed the foregoing Grant of Easement as Manager of VALLEY GREEN HOLDINGS, LLC, a Utah limited liability company.

STATE OF UTAH COUNTY OF SALT LAKE

On the 17 day of 10 , 2008 personally appeared before me Jeff Nielson who duly acknowledged to me that he executed the foregoing Grant of Easement as Manager of SAN TROPEZ APARTMENTS, LLC, a Utah limited liability company. Jella June Brusch.