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MUTUAL EASEMENT GRANT

MUTUAL EASEMENT GRANT made and entered into this 6th day of September, 1996, by and between BRIDGESIDE AFFORDABLE HOUSING, L.C, a Utah Limited Liability Company (hereinafter referred to as "Bridgeside"), and BRIGHTON & NORTH POINT IRRIGATION COMPANY, a Utah non-profit corporation (hereinafter referred to as "Brighton").

R E C I T A L S

A. Bridgeside is the owner of certain real property located in Salt Lake County, State of Utah, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (herein the "Property").

B. Brighton is the owner and operator of the Brighton North Point Canal (the "Canal") which traverses the Property owned by Bridgeside.

C. Bridgeside desires to construct one or more bridges over the Canal and Brighton desires to obtain access to the Canal for maintenance purposes.

D. The parties desire to set forth the understandings and agreements, all of which shall be deemed easements and covenants running with the land.

NOW, THEREFORE, in consideration of those promises and for good and valuable consideration, the sufficiency and receipt of which is acknowledged, the parties hereto agree as follows:

1. Brighton, as grantor, hereby grants, bargains, sells, and conveys to Bridgeside, as grantee, for the sum of ten dollars and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, a non-exclusive easement and right: (i) to construct, maintain, repair and replace, one or more bridges across the Canal as it traverses the Property, which bridge or bridges shall be utilized for pedestrian and vehicular traffic, and purposes incidental thereto, and (ii) to maintain vegetation along the banks of the Canal, if it elects, in its sole discretion. Except for the bridges authorized herein, grantee shall not be permitted to construct any other structural improvements along the banks of the Canal. Grantor shall have no obligation to maintain vegetation along the Canal.

2. Any bridge to be erected by grantee which is intended to cross the Canal shall be constructed and maintained according to the following conditions: (i) the base of the suspended portion of the bridge shall be at least one foot higher than the high water

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mark of the water flow through the Canal; (ii) the bridge shall not consist of a culvert or other floor to be placed in the Canal; and (iii) the sidewalls of the bridge (those walls running parallel with the banks of the Canal) shall not be constructed in a manner which will result in a narrowing of the water flow of the Canal in any manner.

3. Bridgeside, as grantor, hereby grants, bargains, sells, and conveys to Brighton, as grantee, for the sum of ten dollars and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, a non-exclusive easement for ingress and egress upon and across the Property, limited, however, to the location of improved road surfaces once constructed and thereafter maintained by grantor, or its successors, and commencing at 4500 South Street and continuing through the Property for the express and sole purpose of inspecting, improving, repairing and maintaining the Canal, and each side thereof, as it traverses the Property. Such non-exclusive easement shall be for the benefit of Brighton and its successors and assigns.

4. Bridgeside, or its successor, as owner of the Property through which such easement identified in paragraph 3 passes shall have the right to relocate, repair and improve such improved road surfaces from time to time; accordingly the easement granted by the provisions of paragraph 3 may be relocated to such relocated road surfaces from time to time, provided that such relocation shall not unreasonably interfere with or diminish any ingress and egress to the Property which such easement serves.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above appearing in Salt Lake City, State of Utah.

BRIDGESIDE AFFORDABLE HOUSING, L.C., a
Utah Limited Liability Company

By:


Daniel C. Lofgren, Manager

By:


Mark Cornelius, Manager

BRIGHTON & NORTH POINT IRRIGATION
COMPANY, a Utah non-profit corporation

By:


Elliot F. Christensen, President

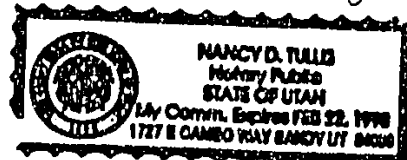
STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 9th day of September, 1996, by Daniel C. Lofgren and Mark Cornelius, as Managers of Bridgeside Affordable Housing, L.C., a Utah limited liability company, who further acknowledged to me that said company executed the same.

Nancy D. Tullis
NOTARY PUBLIC, Residing at:
Salt Lake County

My Commission Expires:
February 22, 1998

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)



The foregoing instrument was acknowledged before me this 6 day of September, 1996, by Elliot F. Christensen, as President of Brighton & North Point Irrigation Company, a Utah non-profit corporation, who further acknowledged to me that said company executed the same.

Valerie M. Hochheiser
NOTARY PUBLIC, Residing at:
Salt Lake City, UT

My Commission Expires:
August 14, 1997

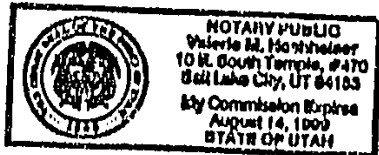


EXHIBIT A

Order No. 96-1357

PARCEL 1:

Commencing at a point which lies North 00 degrees 02 minutes 30 seconds West 2479.73 feet and South 59 degrees 08 minutes 36 seconds East 68.84 feet from the Southeast corner of Section 2, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said point being on the Westerly fence line of pump station #1; thence along said fence line for the next 6 calls:

South 76 degrees 08 minutes 46 seconds East 33.50 feet; thence South 67 degrees 39 minutes 24 seconds East 12.46 feet; thence South 46 degrees 30 minutes 15 seconds East 37.47 feet; thence South 41 degrees 09 minutes 57 seconds East 73.10 feet; thence North 62 degrees 48 minutes 13 seconds East 88.91 feet; thence North 05 degrees 36 minutes 39 seconds West 202.90 feet to a point on the Southerly right of way line for 4500 South; thence along said right of way South 86 degrees 16 minutes 10 seconds East 157.08 feet; thence along said right of way South 79 degrees 56 minutes 05 seconds East 173.61 feet; thence South 08 degrees 05 minutes 57 seconds East 59.75 feet; thence South 07 degrees 13 minutes 14 seconds West 117.53 feet; thence South 27 degrees 26 minutes 42 seconds West 30.18 feet; thence South 38 degrees 54 minutes 14 seconds West 66.80 feet; thence South 29 degrees 31 minutes 40 seconds West 68.39 feet; thence South 23 degrees 23 minutes 09 seconds West 83.57 feet; thence South 13 degrees 42 minutes 12 seconds East 68.03 feet; thence South 10 degrees 16 minutes 28 seconds West 50.02 feet; thence South 11 degrees 59 minutes 09 seconds West 87.25 feet; thence South 02 degrees 49 minutes 51 seconds West 84.76 feet; thence South 17 degrees 26 minutes 22 seconds West 37.54 feet; thence South 29 degrees 10 minutes 47 seconds East 100.33 feet; thence South 07 degrees 10 minutes 10 seconds East 28.54 feet; thence South 12 degrees 29 minutes 45 seconds West 43.42 feet; thence South 34 degrees 43 minutes 11 seconds West 55.49 feet; thence South 06 degrees 56 minutes 01 seconds East 69.13 feet; thence South 19 degrees 49 minutes 15 seconds East 66.60 feet to the Northwest fence corner of pump station #2; thence South 03 degrees 32 minutes 57 seconds West 78.72 feet along said fence line to a point on the Northerly fence line of Sunstone Subdivision; thence along said fence line South 89 degrees 52 minutes 03 seconds West 478.38 feet; thence along said fence line North 82 degrees 02 minutes 32 seconds West 77.12 feet; thence along said fence line North 75 degrees 38 minutes 12 seconds West 152.56 feet to a point on the Easterly fence line of Monte Vista Mobile Home Community; thence along said fence line for the next 10 calls:

North 00 degrees 05 minutes 51 seconds West 237.75 feet; thence North 00 degrees 19 minutes 28 seconds West 159.87 feet; thence North 16 degrees 56 minutes 37 seconds West 96.73 feet; thence North 06 degrees 10 minutes 14 seconds West 47.00 feet; thence North 06 degrees 12 minutes 28 seconds East 79.30 feet; thence North 11 degrees 47 minutes 04 seconds East 43.52 feet; thence North 20 degrees 50 minutes 31 seconds East 101.25 feet; thence North 02 degrees 04 minutes 45 seconds West 319.85 feet; thence North 25 degrees 28 minutes 31 seconds West 30.03 feet to a point on the Southerly right of way line of 4500 South; thence along said right of way North 75 degrees 10 minutes 30 seconds East 54.40 feet to a point on the Westerly fence line of pump station #1; thence along said fence line South 59 degrees 00 minutes 36 seconds East 272.06 feet to the point of beginning.

PARCEL 2:

Commencing at a point which lies North 00 degrees 02 minutes 30 seconds West 1427.86 feet along the East section line and North 89 degrees 52 minutes 03 seconds East 106.09 feet from the Southeast corner of Section 2, Township 2 South, Range 1 West, Salt Lake Base and Meridian. Said point being the Northwest corner of SUNSTONE SUBDIVISION, thence South 89 degrees 52 minutes 03 seconds West 57.00 feet; thence South 00 degrees 04 minutes 00

(Continued)

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Legal Description (continued):

Order No. 96-1357

seconds West 318.96 feet; thence South 48 degrees 04 minutes 00 seconds West 239.53 feet to a point on the Northerly right of way for Sunstone Road; thence along said right of way in a Southeasterly direction approximately 57.00 feet to a point on the Westerly property line of Sunstone Subdivision; thence along said property line North 48 degrees 04 minutes 00 seconds East 264.91 feet; thence along said property line North 00 degrees 04 minutes 00 seconds East 344.34 feet to the point of beginning.

6454496
07/13/96 11:28 AM 19.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
AMERICA WEST TITLE
REC BY: D BECKSTEAD , DEPUTY - WI

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