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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
INTEGRATED TITLE INS. SERVICES
BY: ZJM, DEPUTY - WI 2 P.

When Recorded Mail To:
Stephen L. Tripp
California Redwood LLC
405 East 12450 South #H
Draper, Utah 84020

ITS FILE #09625S

SEWER EASEMENT

For the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTOR(S) hereby grant, convey, sell and set over unto Salt Lake City, a municipal corporation, hereinafter referred to as GRANTEE(S), its successors and assigns, a perpetual easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, manholes, laterals, and other collection and transmission structures and facilities, hereinafter called FACILITIES, said easement being situate in Salt Lake County, State of Utah over and through a parcel of the GRANTOR'S land lying within a strip more particularly described as follows:

A strip of land of the uniform width of 14 feet, the Northeasterly line of said strip to be lengthened or shortened as necessary so as to commence at the Northerly line of Lot 8 of California Redwood Commercial Park Subdivision and to terminate at the Southerly line of Lot 1 of said subdivision, the Southwesterly line of said strip described as follows:

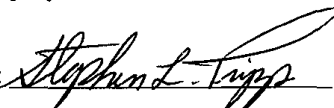
Beginning at the Northwest corner of the California Redwood Commercial Park Subdivision (a future subdivision) said corner bears East 13.85 feet and North 00°03'08" West 1322.87 feet and South 89°45'26" West 1302.34 feet from the South Quarter Corner of Section 10, Township 1 South, Range 1 West, of the Salt Lake Base and Meridian, and running thence South 54°18'58" East, and along a curve to the right on the Southwesterly line of said subdivision, 1200 feet, more or less to the most Southerly corner of Lot 6 of said subdivision, and the terminus of this description.

TO HAVE AND TO HOLD the same unto the said GRANTEE(S), its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress in said Grantee, its officers, employees, representatives, agents and assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said facilities. During construction periods, Grantee and its agents may use such portions of Grantor's property along and adjacent to said easement as may be reasonably necessary in connection with the construction or repair of said facilities. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible.

GRANTOR(S) shall not build or construct or permit to be built or constructed over and across said easement, any building or other improvement nor change the contour thereof without the written consent of GRANTEE(S). This easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR(S) and the successors and assigns of the GRANTEE(S), and may be assigned in whole or in part by GRANTEE(S).

IN WITNESS WHEREOF, the GRANTOR(S) have executed this easement this
26th day of MAY, 2004.


GRANTOR: California Redwood,
LLC, a Utah Limited Liability
Company

BY: 

State of Utah)

County of Salt Lake

On the 26th day of May 2004, personally appeared before me STEPHEN L. TRIPP who being duly sworn did say that he is the member/manager of California Redwood, LLC, a Utah Limited Liability Company, and that said instrument was signed in behalf of said limited liability company by authority and said STEPHEN L. TRIPP acknowledged to me that he, as such member/manager, executed the same in the name of the limited liability company.


Notary Public

My Commission Expires: 08/27/07
Residing At: Salt Lake City, Utah

ITS # 096255

