

Please return to:
Salt Lake City Public Utilities
Attn.: Karryn Greenleaf
1530 South West Temple
Salt Lake City, Utah 84115
County Sidwell Numbers
22-23-251-017, 22-23-251-018

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10/05/2004 02:28 PM \$0.00
Book - 9045 Pg - 4648-4649
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
BY: ZJM, DEPUTY - WI 2 P.

EASEMENT

MTC Partners, LTD, a Utah limited partnership ("Grantors"), hereby conveys to **SALT LAKE CITY CORPORATION**, a municipal corporation of the State of Utah, whose address is 451 South State Street, Salt Lake City, Utah 84111, its successors-in-interest and assigns ("Grantee"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, a 30-foot wide perpetual easement and right-of-way for construction, operation, and continued maintenance, repair, alteration, inspection and replacement of a 16-inch watermain, together with related valves, bends, thrust block, service lines and any facilities attendant thereto, upon, over, under, across and through certain real property, situated in Salt Lake County, State of Utah, which easement is more particularly described as follows:

A 30-foot Easement and Right-of-Way 15-feet on each side of the following described centerline:

Beginning at a point on the west line of the proposed Millrock Park Subdivision, said point being North 970.71 feet and East 938.61 feet from the center of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 44°40' 51" East 32.52 Feet; Thence North 00°19'09" West 167.95 Feet; Thence North 34°35'15" East 77.10 Feet; Thence North 89°40'51" East 125.49 Feet; Thence South 40°19'09" East 269.77 Feet; Thence South 00°19'09" East 20.25 Feet; Thence South 89°47'39" East along an existing 16-inch Ductile Iron water main line and line extended 50.48 Feet to the southwesterly line of State Route 210.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree with respect to the Easement as follows:

1. Grantor may construct improvements, paving and landscaping (except for trees and permanent structures or buildings) within the easement as long as such improvements do not interfere with the Grantee access and use of the easement.
2. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with the Grantee's use, occupation or enjoyment of this Easement, without liability to Grantor, and without any obligation of restoration or compensation.
3. Grantee shall be entitled to unrestricted 24-hour per day, 365-days per year access to the Easement Property for all purposes related to the ownership, operation, maintenance, alteration, repair, inspection and replacement of the Facilities.
4. This Easement shall be liberally construed in the favor of the Grantee.

WITNESS the hand of the Grantor this 12th day of July, 2004.

MTC Partners, LTD, a limited partnership
by its General Partner,

Millrock Development, L.L.C.,
a Utah limited liability company

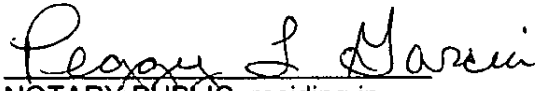


By: STEVEN PETERSON
Its: MANAGER

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 7-15-04, personally appeared before me Steven Peterson, who being by me duly sworn, did say that he executed the foregoing instrument as Manager of Millrock Development, L.L.C, who is the General Partner of MTC Partners, LTD, a limited partnership, and that the statements contained therein are true.


NOTARY PUBLIC, residing in
Salt Lake County, Utah

My commission Expires:
2/19/06

