

WHEN RECORDED RETURN TO:  
Poole & Associates, LC  
4543 S. 700 E., Suite 200  
Salt Lake City, Utah 84109

9802510  
08/04/2006 02:58 PM \$21.00  
Book - 9331 Pg - 6012-6017  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
POOLE & ASSOCIATES LC  
4543 S 700 E  
SUITE 200  
SLC UT 84109  
BY: KLD, DEPUTY - WI 6 P.

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Regarding Parcel Nos. 22-19-282-015  
22-19-426-002

### GRANT OF EASEMENT AND RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

TIO MILESTONE JAMES POINTE APARTMENTS INVESTORS, LLC, a Delaware limited liability company, GRANTOR, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, conveys, sells, bargains and assigns unto CJ & ASSOCIATES, L.C., a Utah limited liability company, GRANTEE, its transferees, heirs, devisees, successors and assigns, for the benefit of that real property or portion thereof more particularly described on Exhibit "A" attached hereto, a perpetual easement and right-of-way for pedestrian and vehicular traffic to use as means of ingress and egress to and from Grantee's property or portion thereof over and on that portion of Grantor's real property located in Salt Lake County, State of Utah, and more particularly described as follows, to wit:

See Exhibit "B" attached hereto and incorporated herein by reference (referred to hereafter as the "Easement Area").

Grantee hereby agrees to remove all trees located within the Easement Area and pave the Easement Area to allow ingress and egress. Grantee agrees to pay all costs to maintain the Easement Area. This Easement and Right-of-Way shall run with Grantor's real property and the title to such property, and shall be binding upon the Grantors and their heirs, assigns and any person or entity which shall, after the effective date of this instrument, acquire title, by through or under Grantor, but not otherwise, to Grantor's property. Such easement and right-of-way shall also be a benefit to the real property described on Exhibit "A" or any portion thereof and shall run with the land.

Grantee covenants and agrees to indemnify, defend and hold Grantor harmless from and against any and all claims, actions, loss, damages, liability and expense, including, without limitation, reasonable attorney's fees and costs, to the extent arising out of the use of the Easement Area by Grantor and its contractors, tenants, employees, licensees and agents.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed this

31<sup>st</sup> day of July, 2006.

(Signatures on following pages)

GRANTOR:

TIO Milestone James Pointe Apartments  
Investors, LLC, a Delaware limited liability  
company

By: TIO Milestone Parent LP, a Delaware  
limited partnership, Its Manager

By: TIO Milestone Parent GP LLC, a Delaware  
limited liability company, Its general partner

By: TIO Milestone LP, a Delaware limited  
partnership, Its Manager

By: TIO SM Apartments GP LLC, a Delaware  
limited liability company, Its general partner

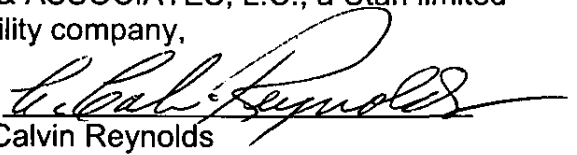
By:  \_\_\_\_\_

Ron J. Hoyl

Title: Vice President

GRANTEE:

CJ & ASSOCIATES, L.C., a Utah limited  
liability company,

By:  \_\_\_\_\_

C. Calvin Reynolds

Title: Manager



## EXHIBIT A

Property situated in the County of Salt Lake, State of Utah, more particularly described as follows:

BEGINNING at a point that is North 89° 48' 29" West 1155.37 feet from the East quarter corner of Section 19, Township 2 South, Range 1 East, Salt Lake Base & Meridian, and a point on the west line of the property vested in TIO Milestone James Pointe Apartments Investors, LLC, a Delaware limited liability company, by Entry No. 9333465, book 9110 and beginning at page 5049 recorded in the office of the Salt Lake County Recorder (hereafter referred to as the "Milestone Property") and along said Milestone Property westerly lines the following three (3) calls running 1) thence North 89°48'29" West a distance of 6.60 feet; 2) thence South 00°12'43" East a distance of 136.34 feet; 3) thence South 81°42'59" East a distance of 4.87 feet; thence South a distance of 27.13 feet; thence North 82°02'05" West, a distance of 66.59 feet to a point on the Easterly line of "Parcel B" conveyed to Edwin Praver, et al, in that certain Special Warranty Deed recorded November 25, 1992 as Entry No. 5381529, in Book 6562, at Page 140 of the official records of the Salt Lake County Recorder; thence along said Easterly line North 00°00'42" East a distance of 155.14 feet; thence continuing along said Easterly line and line extended North 00°06'12" East a distance of 324.09 feet to the Southerly line of 6400 South Street (also known as Winchester Street); thence along said Southerly line South 84°35'37" East a distance of 65.99 feet; thence South 01°47'41" East a distance of 14.10 feet to the Northwest corner of the aforementioned Milestone Property; thence South 00°05'19" East along the west line of said Milestone Property a distance of 303.99 feet to the point of BEGINNING.

[For reference purposes only: Tax Parcel No. 22-19-282-015]

**EXHIBIT B**

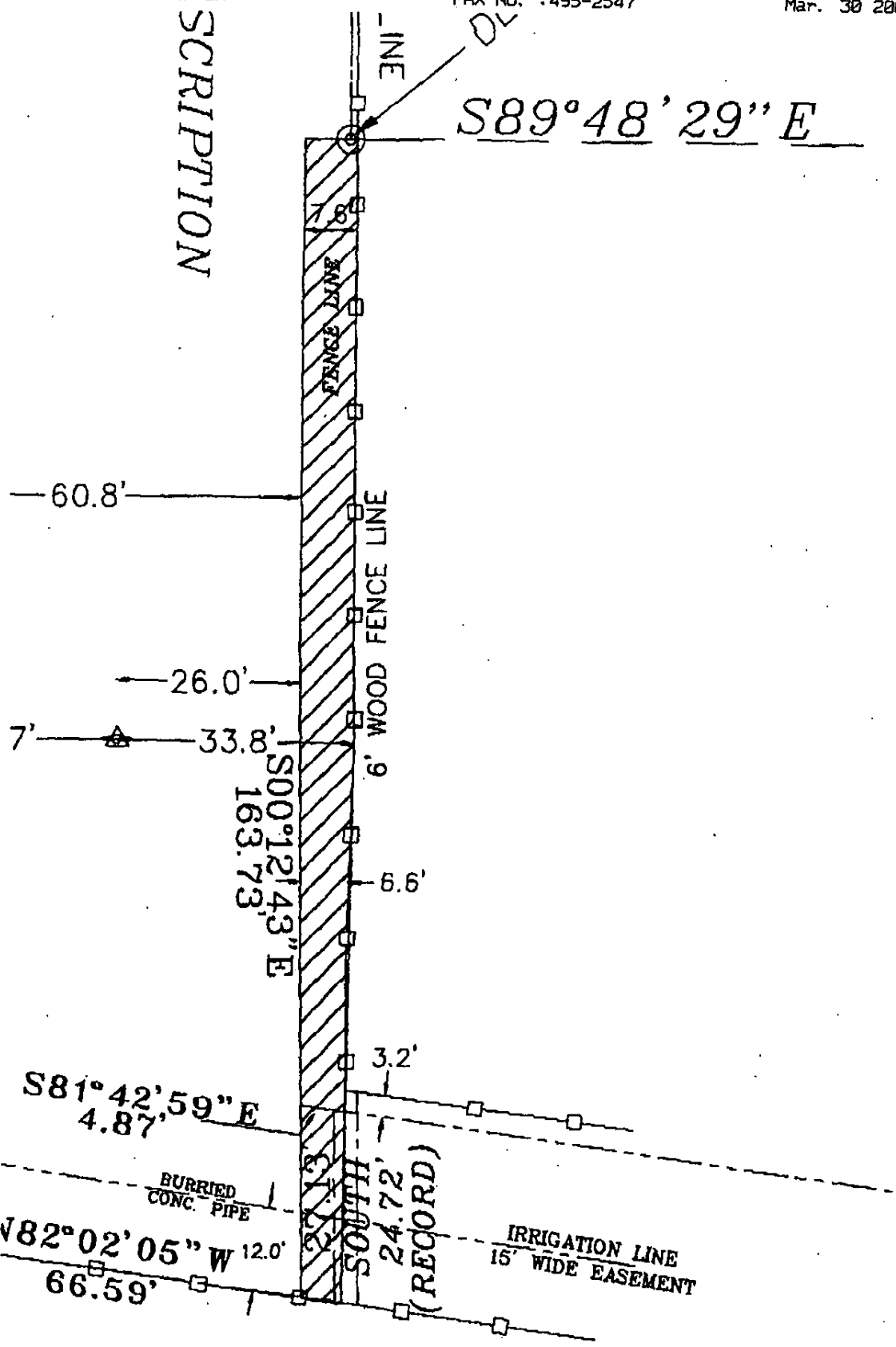
**LEGAL DESCRIPTION OF EASEMENT AREA**

BEGINNING NORTH 89°48'29" WEST 1154.39 FEET FROM THE EAST QUARTER CORNER (FOUND BRASS CAP). SECTION 19, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. SAID POINT OF BEGINNING ON AN EXISTING FENCE LINE; THENCE SOUTHERLY ALONG SAID FENCE LINE SOUTH 00°20'41" EAST 85.14 FEET; THENCE SOUTH 01°16'50" WEST 79.38 FEET TO AN EXISTING FENCE LINE ON I 215 FREEWAY; THENCE NORTHWESTERLY ALONG SAID FENCE LINE NORTH 82°02'05" WEST 5.77 FEET; THENCE NORTH 00°12'43" WEST 163.73 FEET; THENCE SOUTH 89°48'29" EAST 7.58 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,187 SQ. FT.

DESCRIPTION

S89°48'29" E



FILED AS RECEIVED  
CO. RECORDER

5 FREEWAY