

WHEN RECORDED RETURN TO:
M. DALE RUST
3050 East Deer Hollow Drive
Sandy, Utah 84093

AMENDED EASEMENT AGREEMENT

This Agreement is entered into this the 16th day of December, 1993, by and between Widowmaker, Inc., (hereinafter referred to as "Widowmaker") and Pine Hill Associates, (hereinafter referred to as "Pine Hill").

WHEREAS, Pine Hill has previously granted an easement to Widowmaker property across Pine Hill's property, (more particularly described by attached Exhibit "A", and by this reference hereby incorporated into this agreement); and

WHEREAS, development of a road through Pine Hill property has been proposed and approved by Draper City. Said road is known as Highland Drive road; and

WHEREAS, by development of said road, the previous easement granted by Pine Hill to Widowmaker becomes no longer feasible for the ingress/egress to Widowmaker property, and Widowmaker is in need of an easement to their property (more particularly described in Exhibit "B" attached hereto and by this reference incorporated into this agreement); and

WHEREAS, the development of the Highland Drive road is in need of certain concessions and easements by Widowmaker in order to make said road feasible; and

WHEREAS, the development of Highland Drive road is beneficial to Pine Hill and Widowmaker.

NOW THEREFORE, in consideration of the mutual covenants and agreement herein contained and other good and valuable consideration, the sufficiency of which is acknowledged, the parties hereto agree as follows:

1. The parties hereto agree to vacate the easement as granted by Exhibit "A" for all purposes except for utilities, sewer, and water easement(s) which shall remain and be modified for said purpose.

2. Pine Hill hereby grants to Widowmaker a perpetual, unspecified easement through their property (more particularly described in Exhibit "C" and by this reference incorporated into this Agreement).

3. The purpose of said easement shall be for the development of Widowmaker property, and establishing a roadway for ingress/egress to said property.

FIRST AMERICAN TITLE CO.
ACCOMMODATION RECORDING ONLY

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4. The easement shall be established by mutual agreement of the parties and by approval of Draper City. It is mutually agreed and acknowledged that Widomaker may develop their property prior to the development of Pine Hill property and therefore said easement shall be established and agreed upon at the request of either party.

5. Should the parties be unable to agree upon the location of said easement, the parties shall then agree upon an independent developer to establish said easement being charged with protecting both parties' interest and consider "highest and best use" of the property theory in establishing said easement. The exact easement shall be established using the zoning requirements and such other requirement as may be established or imposed by Draper City or such other governmental agencies.

6. Costs for constructing and developing said roadway and improvements shall be split on an equal basis by the parties. Should Pine Hill develop its subject parcel prior to Widomaker, then Pine Hill shall bear said expense initially and be reimbursed one-half by Widomaker upon development of their subject parcel. Should Widomaker develop their subject parcel first, payment of said expense shall reverse.

7. This easement is intended to be a covenant residing with the land and shall be binding upon future owners of the Pine Hill and for the benefit of current and/or future owners of the Widomaker property.

IN WITNESS WHEREOF the parties hereto have set their hands through their duly authorized representatives as of the date first hereinabove written.

Widomaker, Inc.

By: 
Its: President

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Pine Hill Associates

By: Mr. Stephen Rideout
Its: Partner

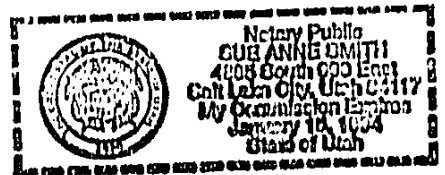
By: Daniel W. Rideout
Its: Partner

By: Henning HDS
Its: Partner

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

Personally appeared before me this 16th day of December, 1993, STEPHEN RIDEOUT, DANIEL W. RIDEOUT, HENNING HDS, and M. DALERUST, the signors of the foregoing document, who being first duly sworn and acknowledge, did say that they executed the same.

My Commission Expires Jan. 15, 1994 NOTARY PUBLIC: Sulbuss Smith
Residing at: Salt Lake



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"A"

TOGETHER WITH a right of way 50 feet in width for the purpose of a road, more particularly described as follows:

Beginning at a point 1320 feet West and 885 feet North from the Southeast corner of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian, said point being adjacent to Railroad Right of Way; thence Northeasterly 450 feet, more or less, to the 2000 East; thence Southeasterly along 2000 East 50 feet; thence Southwesterly 470 feet, more or less, parallel to Railroad Right of Way; thence Northwesterly 50 feet to the point of beginning.

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"B"

B
Property: URF #329
Gen. Description: East of I-15 at Bluffdale Exit
Parcel: Southeast Parcel
Date: June 17, 1992

Beginning at a point which is North 89 degrees 15 minutes 20 seconds West 1331.446 feet along section line (West 1320 feet per original deed description) from the Southeast Corner of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian, said point also being South 89 degrees 15 minutes 20 seconds East 1331.446 feet from the South Quarter Corner of said Section 12, and running thence North 0 degrees 39 minutes 12 seconds East 922.787 feet along Quarter-Quarter Section Line to the East line of a 200 foot-wide Union Pacific Railroad Right of Way; thence South 50 degrees 26 minutes 40 seconds West 655.662 feet along said East line to the point of curvature of a 5,629.651 foot-radius curve to the left; thence Southwesterly along the arc of said curve and along said East line 727.020 feet (chord bears: South 47 degrees 04 minutes 41 seconds West 726.515 feet) to the section line; thence South 89 degrees 15 minutes 20 seconds East 1,029.519 feet along section line to the point of beginning.

Contains: 11.3881 acres

TOGETHER WITH a right of way 50 feet in width for the purpose of a road, more particularly described as follows:

Beginning at a point 1320 feet West and 885 feet North from the Southeast corner of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian, said point being adjacent to Railroad Right of Way; thence Northeasterly 450 feet, more or less, to the 2000 East; thence Southeasterly along 2000 East 50 feet; thence Southwesterly 470 feet, more or less, parallel to Railroad Right of Way; thence Northwesterly 50 feet to the point of beginning.

" C "

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22 DECEMBER 93 02:36 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: DIANE KILPACK , DEPUTY

PROPERTY DESCRIPTION
BEG 2 RODS W FR SE COR OF SEC 12, T 4S, R 1W, S L M; W 1287
FT; N 870 FT M OR L TO RR; NE'LY ALG RR 751.801 FT M OR L; S
50*04'33" W 92.89 FT; E 517.07 FT; S 330 FT; E 297 FT; S
999.12 FT M OR L TO BEG. LESS ST. 34.48 AC 5914-164, 168,
5683-2647, 2644, 5845-2827, 5377-417, 5353-504 THRU 545,
5352-1098, 8G-164, 8J-109, 8F-63, 6B-404, 7M-155, 7N-382
70-215, 71-281, 6X-382

FOR COPY
CLERK

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