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10/26/2000 03:40 PM NO FEE
Book - 8396 Pg - 8931-8934
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
BY: ZJK, DEPUTY - WI 4 P.

Please return to:
Salt Lake City Public Utilities
Attn.: Karryn Greenleaf
1530 South West Temple
Salt Lake City, Utah 84115

Salt Lake County Parcel ID No.
22-23-179-007

EASEMENT

7746982

WALLNET INVESTMENTS, L.C., a Utah limited liability company, whose principal mailing address is 2855 East Cottonwood Parkway, Salt Lake City, Utah 84121 ("Grantor"), hereby conveys to SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, whose mailing address for purposes of this Easement is 1530 South West Temple, Salt Lake City, Utah 84115, its successors-in-interest and assigns ("Grantee"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and reaffirmed, a perpetual non-exclusive easement and right-of-way for the construction, operation, and continued maintenance, repair, alteration, inspection and replacement, of a 12-inch culinary water line, together with all facilities attendant thereto, including any and all service lines, valves and other related equipment and improvements (collectively, the "Facilities"), in, upon, over, under, across and through certain real property situated in Salt Lake County, State of Utah, and more particularly described on Exhibit A attached hereto and commonly referred to as the West Access Road, and hereby incorporated herein by this reference, together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto (collectively, the "Easement").

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

1. The Easement granted hereby is in addition to, and supplemental to, any license agreements, permits, or similar documents pursuant to which Salt Lake County grants to Grantee certain rights in the West Access Road for public utility purposes. Nothing herein shall be construed as limiting any rights or privileges to which the Grantee is entitled under and pursuant to such license agreements, permits, or similar documents.

2. The Easement shall be for the entire width of the West Access Road, and for the entire length of the West Access Road within the property described on Exhibit A hereto, as finally constructed by Grantor (generally referred to herein as the "Easement Property"). The initial location of the water lines and facilities constructed by Grantor shall not limit or restrict the use of the Easement by Grantee, or the ability of Grantee to move such facilities to different locations within the Easement Property from time to time, as deemed appropriate by Grantee in its sole discretion.

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3. 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.

4. Grantor reserves and is hereby granted the right, at Grantor's expense and in compliance with Salt Lake City Ordinances, to construct and modify within the Easement Property utility pipelines and associated facilities; provided that the placement and location of such utility pipelines and associated facilities shall be subject to the approval of Grantee, for the purpose of assuring that such utility pipelines and associated facilities do not interfere with the operation, maintenance and repair of the Facilities.

5. Grantee shall restore to applicable Salt Lake County standards any damage or disruption to the surface of West Access Road caused by Grantee's use of this easement.

6. 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.

7. This Easement shall be liberally construed in the favor of the Grantee.

WITNESS the hand of the Grantor this 29 day of August, 2000.

WALLNET INVESTMENTS, L.C., a Utah limited liability company, by its Manager,

COTTONWOOD CORPORATE CENTER, LLC,
A Utah limited liability company, as a Member and the Manager of Wallnet Investments, L.C., by its members:

OREGON-CALIFORNIA PARTNERS, L.P., a California limited partnership

By: REDMOND HOLDINGS, INC., its general partner

By: 
Larry J. Mielke, President

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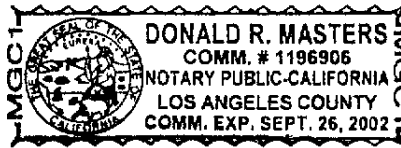
STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) SS:

On August 29, 2000, before me, Donald R. Masters, Notary Public, personally appeared Lary J. Mielke personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public



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EXHIBIT A

DESCRIPTION OF WALLNET INVESTMENTS, L.C. EASEMENT

Waterline Easement described as follows:

Beginning at a point which is 2270.98 Feet South $89^{\circ}47'55''$ East and 2767.54 Feet North, and 711.21 Feet North $12^{\circ}27'20''$ East from the Southwest Corner Of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian. Thence North $89^{\circ}02'01''$ West 5.86 Feet; Thence Southwesterly 36.89 Feet along the arc of a 29 Foot radius curve to the right (Chord to said curve bears South $68^{\circ}21'09''$ West 34.45 Feet; Thence North $77^{\circ}33'55''$ West 3.84 Feet; Thence 66.83 Feet along the arc of an 831.00 Foot radius Curve to the left (Chord to said curve bears North $79^{\circ}52'09''$ West 66.81 Feet); Thence North $82^{\circ}10'22''$ West 15.44 Feet; Thence North $89^{\circ}02'01''$ West 211.98 Feet; Thence Southeasterly 47.19 Feet along the arc of a 130 Foot radius curve to the left (Chord to said curve bears South $45^{\circ}00'59''$ East 46.93 Feet); Thence Southeasterly 52.51 Feet along the arc of a 132.50 Foot Radius curve to the left (Chord to said curve bears South $70^{\circ}48'57''$ East 52.17 Feet); Thence South $82^{\circ}10'08''$ East 33.54 Feet; Thence South $84^{\circ}04'41''$ East 90.05 Feet; Thence South $82^{\circ}10'08''$ East 12.85 Feet; Thence Southeasterly 61.96 Feet along the arc of a 770.50 Foot radius curve to the right (Chord to said curve bears South $79^{\circ}51'55''$ East 61.94 Feet); Thence South $77^{\circ}33'41''$ East 2.70 Feet; Thence Southeasterly 47.92 Feet along the arc of a 29.00 Foot radius curve to the right (Chord to said curve Bears South $34^{\circ}38'04''$ East 42.65 Feet); Thence South $77^{\circ}35'42''$ East 5.08 Feet; Thence North $12^{\circ}27'20''$ East 110.55 Feet to the point of beginning.

Contains 17,418.15 Square Feet.

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