

WHEN RECORDED, MAIL TO:

5-20-94 12:00  
3:13pm

Grantee  
1380 EAST 4500 SOUTH  
SALT LAKE CITY, UTAH 84107

5828668  
05/20/94 3:13 PM  
RECORDER, KATIE L. DIXON  
SALT LAKE COUNTY  
1380 EAST 4500 SO SLC UT

Space Above This Line

File No. 94-382

Quit-Claim Deed  
(Corporate Form)

REC BY: S WEST  
1380 East 4500  
SO SLC UT  
84107  
DEPUTY - W

LEGACY DEVELOPMENT COMPANY, L.L.C.  
organized and existing under the laws of the State of Utah, with its principal office at  
SALT LAKE CITY, of County of SALT LAKE  
grantor, hereby QUIT CLAIMS to LOST CANYON ESTATES, L.L.C.

, a corporation  
State of Utah,

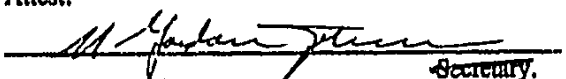
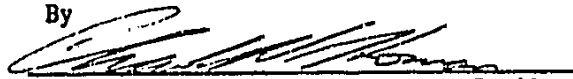
of SALT LAKE CITY, State of Utah  
Ten and 00/100 and other good and valuable considerations----- DOLLARS,

the following described tract of land in SALT LAKE County,  
State of Utah:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF. KNOWN AS THE  
APPROXIMATE TRIANGULAR FOOT STORM DRAINAGE EASEMENT NORTH  
OF EAGLE VIEW DRIVE & NORTH LOT LINE OF LOT 16 LOST CANYON  
ESTATES.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly  
authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held  
and attended by a quorum.


In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly  
authorized officers this 12th day of APRIL A.D., 19 94

Attest: LEGACY DEVELOPMENT COMPANY L.L.C.  
By  
 }  
(Corporate Seal) Secretary/Manager  
 } President.

STATE OF UTAH } ss.  
COUNTY OF SALT LAKE

On the 12<sup>th</sup> day of APRIL, 1994, A.D., personally appeared before me  
Charles H. Horner and M. Gordon Johnson  
who being by me duly sworn, did say, each for himself, that he, the said Charles H. Horner  
is the president, and he, the said M. Gordon Johnson is the secretary  
of LEGACY DEVELOPMENT COMPANY, L.L.C. Company, and that the within and foregoing  
instrument was signed in behalf of said corporation by authority of a resolution of its board of directors,  
and said Charles H. Horner and M. Gordon Johnson members  
each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal  
of the said corporation.

My Commission Expires:

 Notary Public  
SALT LAKE COUNTY  
1700 South Cross  
Salt Lake City, Utah 84115  
My Commission Expires:  
November 11, 1997  
State of Utah

5828668

BK6944PG2419

EXHIBIT A

EASEMENT

A perpetual right-of-way easement lying within the Grantors land to lay, maintain, operate, repair, inspect, protect, install, remove, and replace a storm drain over and through the following portion of Grantors land:

Beginning at a point 755.72 ft. S.0°05'38"W. along the quarter section line and 483.15 ft. East from the North Quarter Corner of Section 23, Township 3 South, Range 1 East, Salt Lake Base & Meridian, said point being the Northeast Corner of Lot 2 of the proposed subdivision plat of Lost Canyon Estates; thence N.73°19'34"W. 32.77 ft.; thence N.40°24'03"E. 170.63 ft.; thence N.61°14'35"E. 173.35 ft.; thence N.81°36'47"E. 109.52 ft.; thence S.23°01'27"W. 35.15 ft.; thence S.81°36'27"W. 109.52 ft.; thence S.61°14'35"W. 162.44 ft.; thence S.40°24'03"W. 151.93 ft. to the point of beginning.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, so long as such facility shall be maintained, with the right of ingress and egress in said GRANTEE, its officers, employees, 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 portion of the property along an adjacent to said right-of-way 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 reasonable possible. GRANTORS' shall have the right to use said premises except for the purpose for which this right-of-way and easement is granted to the said GRANTEE, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of sewage through said FACILITIES.

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

1-POSTERITY-  
CO. RECORDS

BK6944PG2420