

When recorded please return to:

Jeffrey S. Nielson  
San Tropez Apartments, LLC  
175 East 400 South, Suite 160  
Salt Lake City, Utah 84111

### WATER LINE EASEMENT

THIS WATER LINE EASEMENT is made and entered into this 25<sup>th</sup> day of June, 2008 by VALLEY GREEN HOLDINGS, LLC, a Utah limited liability company ("Valley Green") and SAN TROPEZ APARTMENTS, LLC, a Utah limited liability company ("San Tropez" and together with Valley Green, the "Grantors") in favor of SOUTH JORDAN CITY, a Utah municipal corporation ("South Jordan City").

#### RECITALS:

- A. Grantors are the owners of certain real property (the "Property") located in South Jordan City within a project generally known as the District.
- B. In connection with the development of the Property, South Jordan City has required Grantors to provide a water line easement (the "Easement") over a portion of the Property in favor of South Jordan City.
- C. Grantors are willing to grant such Easement in favor of South Jordan City.

NOW, THEREFORE, in consideration of South Jordan City's approval of the development of the Property, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby agree as follows:

1. Grant of Easement. Grantors hereby grant and convey to South Jordan City an Easement and privilege of right-of-way and access over a portion of the Property. The exact legal description of the Easement shall be as set forth on the attached Exhibit "A" which is incorporated herein by this reference. A map showing the location of the Easement is attached as Exhibit "B" and is incorporated herein by this reference.
2. Use of Easement. The Easement granted herein shall be limited in scope and used by South Jordan City solely for ingress and egress to place public water lines, and to maintain, repair, replace, inspect, improve and protect such public water lines, and for no other purpose.

3. Benefit and Binding Effect. The Easement conveyed by this instrument shall run with and bind that portion of the Property over which the Easement runs, and all parties having or acquiring any right, title or interest in or to such part of the Property shall take title subject to this Easement. This Easement is conveyed for the benefit of South Jordan City and its successors in interest. Conveyance of title to any portion of the Property that is impacted by this Easement shall not affect the enforceability of this Easement against any future owner of such Property.

4. Further Instruments. Grantors agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

5. Paragraph Headings. The paragraph headings of this Easement are inserted only for convenience and in no way define, limit or describe the scope or intent of this Easement nor affect its terms and provisions.

6. Governing Law. This Easement, and all matters relating hereto, including any matter or dispute arising out of the Easement, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.

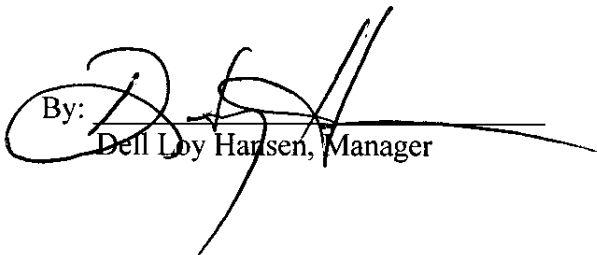
7. Severability. In the event that any provision of this Easement, or any operation contemplated hereunder, is found by a court of competent jurisdiction to be inconsistent with or contrary to any law, ordinance, or regulation, the latter shall be deemed to control and the Easement shall be regarded as modified accordingly and, in any event, the remainder of this Easement shall continue in full force and effect.

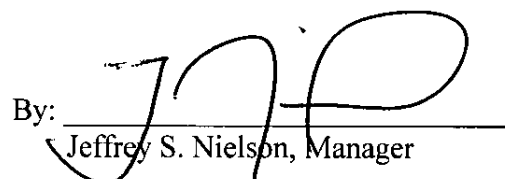
IN WITNESS WHEREOF, Grantors have executed this Easement on the day and year first written above.

**GRANTORS:**

VALLEY GREEN HOLDINGS, LLC  
A Utah Limited Liability Company

SAN TROPEZ APARTMENTS, LLC  
A Utah Limited Liability Company

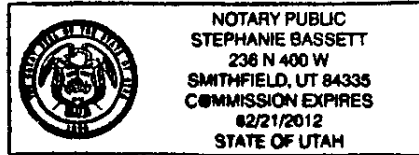
By:   
Dell Loy Hansen, Manager

By:   
Jeffrey S. Nielson, Manager

STATE OF UTAH )  
 : ss.  
County of Cache )

On the 25 day of June, 2008, personally appeared before me DELL LOY HANSEN, who, being by me duly sworn, did say that he is the Manager of VALLEY GREEN HOLDINGS, LLC, and that the said instrument was signed in behalf of said Limited Liability Company by authority of its Operating Agreement, and the aforesaid Manager acknowledged to me that said Limited Liability Company executed the same.

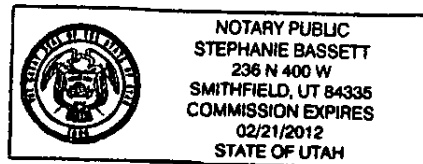
Stephanie Bassett  
NOTARY PUBLIC



STATE OF UTAH )  
 : ss.  
County of Cache )

On the 25 day of June, 2008, personally appeared before me JEFFREY S. NIELSON, who, being by me duly sworn, did say that he is the Manager of SAN TROPEZ APARTMENTS, LLC, and that the said instrument was signed in behalf of said Limited Liability Company by authority of its Operating Agreement, and the aforesaid Manager acknowledged to me that said Limited Liability Company executed the same.

Stephanie Bassett  
NOTARY PUBLIC



## EXHIBIT "A"

### WATER LINE EASEMENT LOCATION

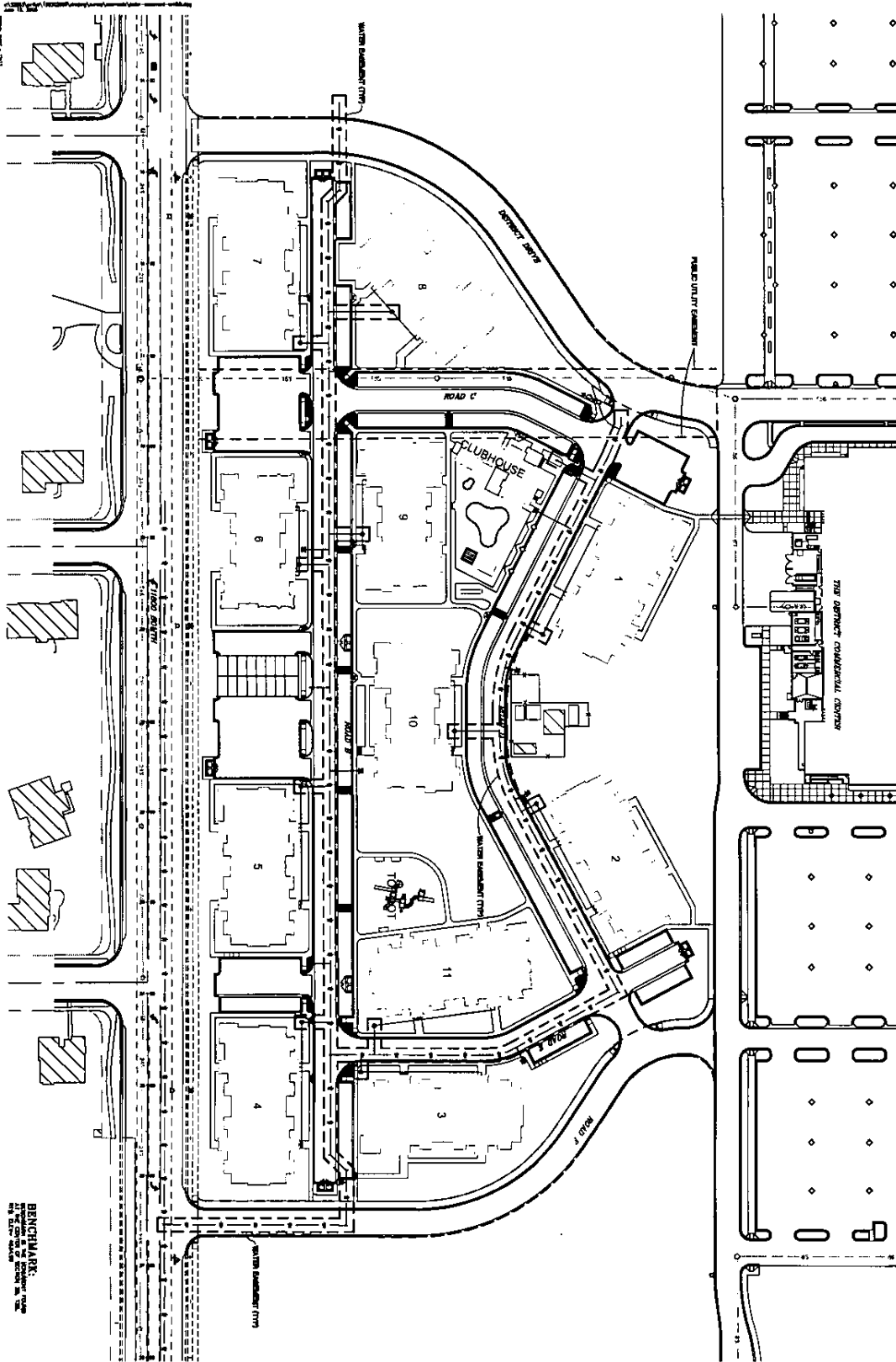
Beginning at a point along the section line N00°00'42"E 12.57 feet and West 399.49 feet from the South Quarter Corner of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence N89°50'48"W 15.00 feet; thence N00°09'12"E 198.85 feet; thence West 50.57 feet; thence S45°00'00"W 24.75 feet; thence West 141.09 feet; thence South 31.37 feet; thence West 15.00 feet; thence North 31.37 feet; thence West 244.76 feet; thence South 31.37 feet; thence West 15.00 feet; thence North 31.37 feet; thence West 226.60 feet; thence South 28.11 feet; thence West 15.00 feet; thence North 28.11 feet; thence West 228.82 feet; thence South 30.98 feet; thence West 15.00 feet; thence North 30.98 feet; thence West 148.82 feet; thence N45°00'00"W 17.68 feet; thence West 100.39 feet; thence North 15.00 feet; thence East 106.60 feet; thence S45°00'00"E 17.68 feet; thence East 109.20 feet; thence North 69.57 feet; thence East 15.00 feet; thence South 69.57 feet; thence East 229.09 feet; thence North 36.40 feet; thence East 15.00 feet; thence South 36.40 feet; thence East 554.99 feet; thence North 32.71 feet; thence West 31.55 feet; thence North 15.00 feet; thence East 31.55 feet; thence North 120.00 feet; thence northerly 20.75 feet along the arc of a 42.50 foot radius curve to the left, chord bears N13°59'04"W 20.54 feet; thence N27°58'09"W 124.62 feet; thence S62°01'51"W 225.85 feet; thence westerly 81.93 feet along the arc of a 177.50 foot radius curve to the right, chord bears S75°15'16"W 81.21 feet; thence S00°00'42"W 49.43 feet; thence West 15.00 feet; thence N00°00'42"E 49.37 feet; thence N89°59'18"W 16.02 feet; thence westerly 84.03 feet along the arc of a 177.50 foot radius curve to the right, chord bears N76°25'35"W 83.25 feet; thence N62°51'51"W 184.45 feet; thence S27°08'09"W 49.28 feet; thence N62°51'51"W 15.00 feet; thence N27°08'09"E 49.28 feet; thence N62°51'51"W 17.41 feet; thence northwesterly 7.47 feet along the arc of a 92.50 foot radius curve to the left, chord bears N65°10'34"W 7.46 feet; thence N67°29'18"W 31.81 feet; thence N89°59'18"W 16.01 feet; thence N00°00'42"E 15.00 feet; thence S89°59'18"E 18.99 feet; thence S67°29'18"E 34.79 feet; thence southeasterly 8.68 feet along the arc of a 107.50 foot radius curve to the right, chord bears S65°10'35"E 8.67 feet; thence S62°51'51"E 193.68 feet; thence N27°08'09"E 24.51 feet; thence S62°51'51"E 15.00 feet; thence S27°08'09"W 24.51 feet; thence S62°51'51"E 8.18 feet; thence easterly 76.93 feet along the arc of a 162.50 foot radius curve to the left, chord bears S76°25'34"E 76.21 feet; thence S89°59'18"E 26.27 feet; thence easterly 79.36 feet along the arc of a 162.50 foot radius curve to the left, chord bears N76°01'17"E 78.57 feet; thence N62°01'51"E 0.43 feet; thence N27°58'09"W 18.67 feet; thence N62°01'51"E 15.00 feet; thence S27°58'09"E 18.67 feet; thence N62°01'51"E 225.44 feet; thence S27°58'09"E 139.62 feet; thence southerly 28.07 feet along the arc of a 57.50 foot radius curve to the right, chord bears S13°59'05"E 27.79 feet; thence South 134.71 feet; thence East 18.67 feet; thence South 15.00 feet; thence West 18.67 feet; thence South 18.01 feet; thence East 99.39 feet; thence N45°00'00"E 24.75 feet; thence East 71.82 feet; thence S00°09'12"W 213.89 feet to the Point of Beginning.

Contains: 43,508 SF or 1.00 acres.

**EXHIBIT "B"**

WATER LINE EASEMENT MAP

[See Attached]



**BENCHMARK:**  
 BENCHMARK IS THE CORNER OF THE  
 INTERSECTION OF THE EAST MAIN  
 AND SOUTH MAIN STREETS.



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NO.	DESCRIPTION	DATE	BY	SCALE
1	DESIGN	01/11/07	...	1" = 100'
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...
11	...	...	...	...



**WASATCH ADVANTAGE GROUP, LLC**  
 298 SOUTH MAIN STREET, SUITE 200  
 SALT LAKE CITY, UT 84111  
 SANI TOROPEZ AT THE DISTRICT  
 SOUTH JORDAN, UTAH

**WATER EASEMENT EXHIBIT**

Scale: 1" = 100'

0 10 20 30 40 50 60 70 80 90 100