

11708

ACCESS AND UTILITY EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **COUNTRY PINES LIMITED PARTNERSHIP, A UTAH LIMITED PARTNERSHIP**, hereinafter referred to as GRANTOR, his successors and assigns, hereby grants, conveys, sells, and sets over unto **COUNTRY PINES PHASE II, LC, A UTAH LIMITED LIABILITY COMPANY**, his successors and assigns, hereinafter referred to as GRANTEE, their successors and assigns, a perpetual, non exclusive right of way of ingress and egress, together with an easement for the installation, maintenance, operation, repair, inspection, protection, removal and replacement of, but not limited to public utility lines, water line, sewer line and storm drain line or equipment, encroaching structural overhang, as approved in writing by the GRANTOR, herein, over and through a parcel of the GRANTOR'S land, more fully described as follows:

COMMENCING AT A POINT LOCATED SOUTH 89 DEG 59 MIN 21 SEC EAST ALONG THE QUARTER SECTION LINE 1543.48 FEET AND NORTH 42.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89 DEG 59 MIN 21 SEC WEST ALONG THE NORTH BOUNDARY OF 1800 NORTH STREET 30.00 FEET; THENCE NORTH 0 DEG 08 MIN EAST 30.00 FEET; THENCE NORTH 41 DEG 50 MIN 59 SEC EAST 44.90 FEET; THENCE ALONG THE ARC OF A 5.00 RADIUS CURVE TO THE LEFT 11.73 FEET (CHORD BEARING AND DISTANCE BEING SOUTH 67 DEG 04 MIN 08 SEC EAST 9.219 FEET) THENCE NORTH 45 DEG 43 MIN 10 SEC EAST 27.43 FEET; THENCE ALONG THE ARC OF A 8 FOOT RADIUS CURVE TO THE LEFT 6.365 FEET (CHORD BEARING AND DISTANCE BEING NORTH 22 DEG 55 MIN 35 SEC EAST 6.198 FEET); THENCE SOUTH 0 DEG 08 MIN WEST ALONG THE WEST BOUNDARY OF UTAH POWER AND LIGHT 45.99 FEET; THENCE SOUTH 44 DEG 44 MIN 06 SEC WEST 32.73 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT 17.512 FEET (CHORD BEARING AND DISTANCE BEING SOUTH 25 DEG 38 MIN 07 SEC WEST 17.156 FEET TO THE POINT OF BEGINNING.

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To have and to hold the same unto the said GRANTOR, its successors and assigns, with the right of ingress and egress in said GRANTEE, its successors and assigns, representatives, and agents to enter upon the above described property with such equipment as is necessary to install, operate, repair, inspect, protect, remove, replace and maintain said right-of-way, easement and facilities.

GRANTOR 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 right-of-way and easement or any other rights granted to the GRANTEE hereunder.

Neither the GRANTOR or the GRANTEE, shall 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 both GRANTOR and GRANTEE.

Neither the GRANTOR or the GRANTEE, shall cause the right of way to be blocked at any time that would prohibit the access of said right of way by emergency fire or medical equipment, or any emergency that would require the use of, by public utility equipment. This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE.

IN WITNESS WHEREOF, the GRANTOR has executed this right-of-way and easement this 20th day of June, 1997.

COUNTRY PINES LIMITED PARTNERSHIP, A UTAH LIMITED PARTNERSHIP

BY: Cory Senter  
General Partner

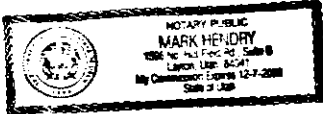
COUNTRY PINES PHASE II, LC, A UTAH LIMITED LIABILITY COMPANY

BY: Cory Senter  
Manager

STATE OF UTAH )  
 )  
COUNTY OF DAVIS )

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On the 20 day of June , A.D. 1997, personally appeared before me Corey L. Ericksen , Manager, and known to me to be a member or designated agent of the limited liability company that executed the instrument and acknowledged the instrument to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath state that he or she is authorized to execute this instrument and in fact executed the instrument on behalf of the limited liability company.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public  
residing at:  
commission expires:

STATE OF UTAH )  
 )  
COUNTY OF DAVIS )

On the 20 day of June , A.D. 1997, personally appeared before me Corey L. Ericksen who being by me duly sworn, did say that they are the General Partner(s) of the Country Pines Limited Partnership , the Partnership that executed the above and foregoing instrument and that said instrument was signed in behalf of said Partnership by authority of the Articles of said Partnership, and said Corey L. Ericksen each duly acknowledged to me that said Partnership executed the same.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public  
residing at:  
commission expires:

CONSENT TO CREATION OF EASEMENT

U.S. Bank of Utah formerly West One Bank, Utah is the present Trustee and Beneficiary of a Deed of Trust that encumbers the real property of Country Pines Limited Partnership, a Utah Limited Partnership, as the same is described in the foregoing Easement Agreement. The Deed of Trust is identified as follows:

Dated: March 29, 1996
Recorded: April 4, 1996
Entry No.: 1238891
Book: 1986
Page: 1280
Securing Note in the amount of \$1,175,000.00

U.S. Bank of Utah hereby consents to the creation of the easement described in the foregoing Access and Utility Easement and hereby agrees and acknowledges that the foreclosure of Deed of Trust described herein shall not effect the use of the easement property by the parties entitled thereto nor shall such a foreclosure effect the validity nor the enforceability of the terms and provisions of the Access and Utility Easement.

Dated: June 20, 1997

U.S. BANK OF UTAH, formerly WEST ONE BANK, UTAH

By: [Signature]

STATE OF UTAH )
COUNTY OF SALT LAKE )

On the 1st day of June 1997, personally appeared before me Gary Murray, who being duly sworn, did say that he is the Vice President of U.S. Bank of Utah, formerly known as West One Bank, Utah and that the above instrument was signed on behalf of said corporation by authority of the Board of Directors and the aforesaid officer acknowledged to me that said corporation executed the same.

BARBARA L. McMULLIN
NOTARY PUBLIC - STATE OF UTAH
187 SOUTH MAIN
SALT LAKE CITY, UTAH 84111
COMM. EXP. FEB. 3, 1999

[Signature]
NOTARY PUBLIC