

NORTH VILLAGE SPECIAL SERVICE DISTRICT

EASEMENT AGREEMENT

This AGREEMENT AND GRANT OF EASEMENT made this 22 day of July 2003, by and between North Village Special Service District, its assigns and Investment Lodging Corporation, herein after referred to as Grantor.

North Village Special Service District (NVSSD), organized and existing under the laws of the State of Utah, is in the process of constructing a sewer collection system to serve the residents and business of the NVSSD service area.

NOW, THEREFORE, for \$ 2,739 or \$ 74,025 per acre for a permanent easement on 0.037 acres, or the equivalent number of sewer hook-ups at the rate of \$ 2,230.38 per hook-up, the sufficiency of which consideration is hereby acknowledged, the owner of the parcel of land herein described, "Grantor", does hereby grant and convey unto North Village Special Service District, hereafter referred to as Grantee, a permanent easement described in Attachment "A", and an access easement across the Grantor's property to the site described in Attachment "A" of twenty (20) feet in width. Said access easement may be located and moved from time to time at the discretion of the Grantor. The easement described in Attachment "A" is to survey, clear and excavate for, construct, operate, inspect, maintain, protect, repair, or replace a sewer lift station and appurtenances only for the transportation of wastewater, together with the right of ingress and egress to and from said easement at a location convenient to Grantor and Grantee.

The Grantor hereby grants a temporary easement extending 100 feet in width beyond the easement described in Attachment "A" to be used for the storage of materials and equipment, staging, excavation, stockpiling and other construction practices as required for the construction of the sewer lift station. The Grantee shall be responsible for the restoration of all disturbed areas to their existing condition.

Said grant of easement is subject to the following conditions, exceptions and reservations:

1. Grantee shall be totally responsible for disposing of all trees, stumps, roots and other debris unless the Grantor agrees in writing to assume responsibility for removal of all debris from clearing and grubbing the construction site.
2. Grantee shall backfill any excavation and grade out the disturbed easement areas and return the area around the sewer lift station to the original condition which it was in prior to construction (including topsoil and reseeding).
3. Grantee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal, and any or all modification, revision, relocation, removal or reconstruction of the wastewater facilities.

4. Grantee shall fully pay for all materials joined or affixed to and labor performed upon said easement and right of way in connection with the construction, maintenance, repair, renewal or reconstruction of the sewer lift station, and shall not permit or suffer any mechanic's or materialmen's lien of any kind or nature to be enforced against said easement or other lands for any work done or materials furnished thereon at the instance or request or on behalf of Grantee; and Grantee shall indemnify and hold harmless Grantor from and against any and all liens, claims, demands, costs, and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

5. Grantee shall indemnify and hold harmless the Grantor from and against any and all liability, loss, damage, claims, demands, costs, and expenses of whatsoever nature, including court costs and attorney's fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, whether such injury, death, loss, destruction or damage grows out of, or arises because of the existence of the water pipeline or the operation, construction, maintenance, repair, renewal modification, reconstruction, or removal of the sewer lift station or any part thereof or the contents therefrom or therein, provided, however, that the foregoing shall not apply to liability, loss damage, claims, demands, costs and expenses to Grantor which are the result of the negligence or willful misconduct of Grantor, its officers, employees or agents.

6. This easement shall be non-exclusive. Grantor shall have the right to construct and maintain fences over and across the easement herein granted, as it may find necessary. Grantor may grant other easements, including but not limited to other utility easements on the same property; provided, Grantor will not build or construct or in any way permit to be built or constructed any building or other improvement over or across the easement or otherwise alter the easement in a manner which will in any way damage or endanger the sewer lift station or unreasonably interfere with Grantee's ability to construct, operate, maintain, repair, or replace the sewer lift station, or any part thereof or change without the written consent of Grantee.

7. This easement shall continue in force so long as said lands are used for maintenance and operation of a sewer lift station for the transportation of wastewater but should such use terminate and Grantee, its successors or assigns, fails to use the site for sewer lift station for a period of twenty-four (24) consecutive calendar months, this easement shall terminate, cease and be nullified as fully and effectually as though this instrument had never been subscribed and delivered. In such event, Grantee, its successors or assigns, may remove its sewer lift station and all of its fixtures, appurtenances and other property within the said easement, and shall remove the same within six(6) months after Grantor shall mail Grantee, its successors or assigns, a written request therefore, in default of which said sewer lift station and all of the other property of Grantee, its successors or assigns, within said easement shall become and remain the property of Grantor, and Grantee, its successors or assigns, shall have no further rights thereto. Grantee, its successors or assigns, after any such removal, shall restore the ground surface to its present condition and pay all damages caused Grantor thereby; such restoration shall include reseeded said ground to present conditions.

8. All rights herein granted are subject to all rights-of-way, easements and licenses heretofore granted by Grantor and to the continuing right of Grantor to extend or renew any or all of said rights-of-way, easements and licenses or to grant new easements, rights of way or licenses; and this easement will continue to be subject to any such rights-of-way, easement or license which is extended, renewed or granted, provided, however, that any newly granted easements shall be subject to the provisions of this grant.

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9. The rights and permission granted thereunder are granted only for the purpose stated herein. The rights and permission granted thereunder are granted only to Grantee and Grantee's agents, employees or contractors and such permission and rights are restricted to the uses indicated herein and are given for no other purposes whatsoever.

10. Grantor reserved the right to use the lands covered thereunder for its own purposes, so long as such use does not interfere with the Grantee's use thereof.

11. If default or breach shall be made in any of the conditions herein contained to be kept on the part of the Grantee, Grantor may, at the election of Grantor, declare this Easement terminated and said Easement shall thereafter be null and void and of no further force and effect, provided, however, anything herein contained to the contrary notwithstanding, that the Grantor shall not exercise such termination by reason of any default or breach, unless and until the Grantor shall have given the Grantee written notice, by certified mail, of such default or breach, and unless the Grantee shall have failed to remedy such default or breach within a period of thirty (30) days after the mailing of such notice, and provided further, that any indemnification provision thereunder shall survive such termination.

12. In the event there is a dispute as to the terms and conditions of this agreement, the prevailing party in such dispute shall be entitled to recover reasonable costs and attorney's fees incurred in enforcing the terms of this agreement.

13. Waiver by either Grantor or Grantee of any breach of any condition or provision of this Easement shall be limited to the particular instance and shall not operate or be deemed to waive any future breach or breaches of said condition or provision; the failure of either Grantor or Grantee to insist, in any one instance or more, upon the performance of any of the conditions or provisions of this Easement or exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such condition, provision, right of privilege, but the same shall continue and remain in full force and effect.

14. Except as may be herein otherwise provided, all notice required or permitted herein, shall be deemed to have been properly given when sent by certified United States mail, addressed to the Grantor or Grantee at the addresses attached on a separate page; the date of such service shall be the date on which the notice is deposited in the United States Post Office; all notices shall be sufficient within the terms of the Easement when signed by any one or more of the notifying parties or their agents and mailed to any one or more of the opposite parties; personal delivery of such written notice shall have the same effect as notice given by mail; the attached addresses may be changed for the purposes of this Easement by notification of the opposite party in writing.

15. Whenever used, the singular number shall include the plural, the plural the singular, and the use of gender shall include all genders; the covenants herein contained shall bind, and the benefits and advantages shall insure to, the respective successors and assigns of the parties hereto; and Grantee, its successors and assigns, may assign the rights herein granted in whole or in part, provided, however, Grantee, shall give prompt written notice of any such assignment to Grantor or its successor or assigns.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement and Grant of Easement the day and year written above.

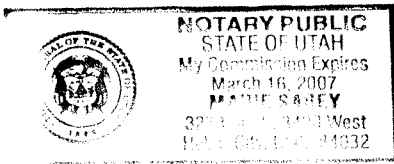
North Village Special Service District

By: [Signature]
Manager

STATE OF UTAH)
:ss.
COUNTY OF WASATCH)

On the 17th day of July, 2003, personally appeared before me, [Signature] Davis who being sworn by me did say that he is the Manager of the North Village Special Service District and acknowledged before me that he executed the foregoing on behalf of the North Village Special Service District.

[Signature]
NOTARY PUBLIC



GRANTORS

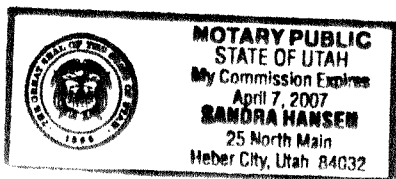
Investment Lodging Corporation

By: [Signature]

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the 22nd day of July, 2003, personally appeared before me, [Signature] Willey who being sworn by me did say that he is the Grantor of the Investment Lodging Corporation and acknowledged before me that he executed the foregoing on behalf of the Investment Lodging Corporation.

[Signature]
NOTARY PUBLIC



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Attachment "A"

Easement Description

Beginning at a point on an existing fence on the Easterly right-of-way of US Highway 40, said point being West 52.22 feet and South 831.57 feet from the East Corner of Section 19, Township 3 South, Range 5 East, Salt Lake Base and Meridian.

Thence North 57°37'18" East 40.00 feet;

Thence South 32°20'31" East 40.00 feet;

Thence South 57°37'18" West 40.00 feet to the existing fence along the Easterly right-of-way of US 40;

Thence North 32°32'42" West 40.00 feet along said right-of-way to the point of beginning.

Containing: 1600 SF (0.037 acres)