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06/07/99 10:02 AM 12.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
CHARLES STILLMAN  
2245 E 3020 S  
SLC UT 84109  
REC BY: V VEGA DEPUTY - WI

## GRANT OF EASEMENT

THIS GRANT OF EASEMENT executed this 13<sup>th</sup> day of May, 1999  
by Grantor, Judith Burston Moyle  
whose address is 1358 Tomahawk Drive S.L.C. Utah  
84103  
to Grantee, Wasatch Resort Water Company

whose place of business is located in Wasatch Resort Community, Little Cottonwood Canyon, Salt Lake County, Utah.

1. Grantor is the Owner of Lot No.(s) 42 B in Wasatch Resort Community, Little Cottonwood Canyon, Salt Lake County, Utah.

2. Agreement- In consideration of the sum of \$10.00 dollars paid by Grantee, the receipt of which is acknowledged, Owner as Grantor does by this indenture grant, release and forever quit-claim to Grantee, and Grantee's successors an exclusive Easement for a fire hydrant to be installed on or near Grantor's property (Lot No. listed above) as designated by a preliminary marker and as shown on Grantee's drawing No. 3-31-99.

3. Purpose of Permitted Easement- For the sole purposes of access to, construction, maintenance, repair, replacement, and use of a fire hydrant.

4. Covenant to Run With the Land- This Easement shall run with the land and pass to Grantee's successors, assigns and grantees and their grantees. This Easement and the rights granted are irrevocable and shall be granted and construed to be granted and incorporated by reference by this indenture into each and every respective deed, indenture and conveyance affecting the Premises, subject only and always to the following conditions:

- (i) any and all present and future local, state and/or federal regulations, ordinances or laws affecting the use of the Premises as may be promulgated by competent authority having jurisdiction; and
- (ii) any removal or abandonment of the fire hydrant and non use or replacement extending beyond a 2 year period shall be basis for terminating this Grant of Easement with the easement rights reverting back to Grantor and Grantor's heirs, successors and assigns.

5. Indemnity- By accepting this easement, Grantee, Grantee's successors, assigns and grantees and their grantees agree to indemnify and hold harmless Grantor and Grantor's heirs, successors and assigns from any and all claims for damages or liability of any kind of any person by reason of Grantee's acts.

-POOR COPY-  
CO. RECORDER

BK8283PG8494

IN WITNESS WHEREOF, this contract has been duly executed by the parties on the date first written above.

BY Judith Burton Moyle

Witness:

Wasatch Resort Water Company

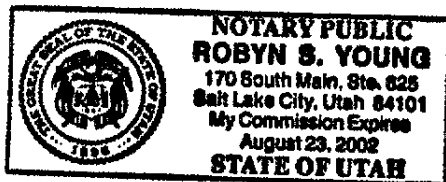
BY John Tanner

Its President

State of Utah

City of Salt Lake City

On May 13, 1999, before me, the undersigned, a Notary Public in and for the State, personally appeared Judith Burton Moyle known to me to be the Grantor(s) described in and who executed the foregoing instrument and acknowledged before me that                      executed the same.



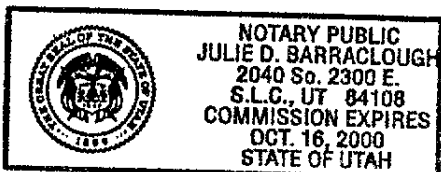
Robyn S. Young  
Notary Public

My Commission Expires: 8.23.2002

State of Utah

City of Salt Lake City

On 3rd of June, 1999, before me, the undersigned, a Notary Public in and for the State, personally appeared John F. Tanner to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.



Julie D. Barraclough  
Notary Public

My Commission Expires: Oct 16 2000

BK8283PG8495