

Conditional Easement

Parcel I.D. No. 24-35-126-010

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Spencer Dylan H. Shorter, as GRANTOR hereby grants, conveys, sells, and sets over unto Silver Lake Company, a corporation of the State of Utah, hereinafter referred to as GRANTEE, an conditional easement 15 feet wide, together with a temporary construction easement 30 feet wide to construct, maintain, operate, repair, inspect, protect, install, remove and replace an 8 inch water pipeline, valves, valve boxes and other water transmission facilities related thereto serving the property of GRANTOR, hereinafter called the FACILITIES, said right of way and easement, being situated in Salt Lake County, State of Utah, over and through a parcel of the GRANTOR'S land lying within a strip which is parallel and adjacent to a line of reference and projection thereof, the centerline of which is more particularly described as follows:

808705A

Beginning South 87°33'00" East 102.00 feet from the Southeast Corner of Block 1, Silver Lake Summer Resort and running thence 45°30' East 82.03 feet, as shown on Exhibit A.

Note: South 87°33'00" East equals east on recorded Deed.

The foregoing easement shall exist so long as FACILITIES provide water service to the property of GRANTOR. GRANTOR may relocate the FACILITIES on GRANTOR'S property, at GRANTOR'S expense, in consultation and with the consent of GRANTEE, which consent shall not be unreasonably withheld, whereupon this easement will terminate and be replaced with a written easement for the new location. The temporary construction easement shall only be exercisable during the months of July, August or September, and shall require thirty (30) days advance written notice to GRANTOR, GRANTOR'S written consent and approval, which will not be unreasonably withheld. In cases of emergency access, notice and explanation of the emergency shall be made in writing by GRANTEE within thirty (30) days thereafter. All surface impacts of the easement and temporary construction easement shall be reclaimed to satisfaction of GRANTOR. This easement shall be personal to GRANTEE and may not be transferred or enlarged without the consent of GRANTOR.

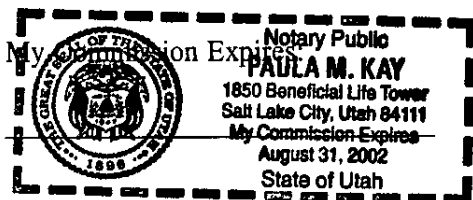
IN WITNESS WHEREOF, the GRANTORS have executed this Conditional Right of way and Easement this 17th day of October, 2001.

S. Dylan H. Shorter
Spencer Dylan H. Shorter

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On the 17th day of October, 2001, personally appeared before me Spencer Dylan H. Shorter who being duly sworn, did say that he is the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Paula M. Kay
Notary Public
Residing in:
Salt Lake County



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8087054
12/11/2001 09:52 AM 12.00
Book - 8539 Pg - 4213-4214
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SILVER LAKE CO
ATT: ROBERT K BOWEN
345 E 300 S STE 200
SLC UT 84111
BY: ZJM, DEPUTY - WI 3 P.

BK 8539 PG 4214A