

Recorded at the request of, and
after recording return to:

UFFENS, LLC
366 South 500 East, Suite 201
Salt Lake City, UT 84101

8275525
06/26/2002 01:54 PM 18.00
Book - 8613 Pg - 1996-1999
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
PRINCE YEATES & GELDZAHLER
175 E 4TH S STE. 900
SLC UT 84111
BY: RDJ, DEPUTY - WI 4 P.

8275525

RIGHT OF WAY EASEMENT

For the sum of \$9,000.00, the receipt and sufficiency of which are hereby acknowledged, FOUR CABO'S ENTERPRISES, LTD., a Utah limited partnership located at 350 West 300 South, Suite 205, Salt Lake City, UT 84101 ("*Four Cabo's*"), hereby grants to UFFENS, LLC, a Utah limited liability company located at 366 South 500 East, Suite 201, Salt Lake City, UT 84102, and its successors and assigns ("*Uffens*"), a non-exclusive easement (the "*Utility Easement*") on the terms and conditions set forth below for public and private utilities on, above and below the following described parcel of real property ("*Utility Strip*") that is located in Salt Lake County, Utah:

BEGINNING AT a point North 0°01'02" West 165.00 feet from the Southwest corner of Lot 1, Block 61, Plat "A," Salt Lake City Survey; and running thence South 0°01'02" East 20.00 feet; thence South 89°58'13" West 5.00 feet; thence North 0°01'02" West 16.53 feet; thence South 89°58'13" West 30.02 feet; thence North 0°01'02" West 3.39 feet; thence North 89°58'13" East 35.00 feet to the POINT OF BEGINNING

Part of Tax Parcel No. 15-01-182-003

and Four Cabo's hereby grants to Uffens a non-exclusive easement (the "*Access Easement*") along the east eight feet of the following described property ("*Four Cabo's Property*") that is located in Salt Lake County, Utah:

BEGINNING AT the southeast corner of Lot 2, Block 61, Plat "A", Salt Lake City Survey, and running thence West 165.0 feet; thence North 165.0 feet, thence East 165.0 feet, thence South 165.0 feet to the POINT OF BEGINNING

Tax Parcel No. 15-01-182-003

for the purpose of providing Uffens, its successors and assigns with periodic pedestrian access to the west side of any improvements (the "*Uffens Improvements*") that are located from time to time on the following described parcel of real property (the "*Uffens Property*") that is located in Salt Lake County, Utah:

BEGINNING AT the southwest corner of Lot 1, Block 61, Plat "A", Salt Lake City Survey; thence east 7.5 rods; thence north 10 rods; thence west 7.5 rods; thence south 10 rods to the POINT OF BEGINNING

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(and that cannot, in Uffens' discretion, be reasonably accessed from the Uffens Property itself) and for the purpose of maintaining, cleaning and accessing storage areas in the Uffens Improvements; provided, however, that from time to time upon giving written notice to Uffens and recording an amendment to this instrument, Four Cabo's may narrow the Access Easement and/or relocate the Access Easement to other places within Four Cabo's Property so long as the relocated Access Easement provides Uffens with reasonable access to the Uffens Improvements and the west side of the Uffens Property; and

The Utility Easement and the Access Easement shall sometimes be referred to herein collectively as the "Easements" and are subject to the following terms and conditions:

1. *Nature.* The Utility Easement is in gross, and the Utility Easement also benefits the Uffens Property. The Access Easement benefits the Uffens Property.

2. *Scope.* The scope of the Utility Easement is for the construction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission and distribution lines, and other utility lines and all necessary accessories and appurtenances thereto, whether above, on or below ground, and including, without limitation: supporting towers, poles, props, bollards or poles that protect ground mounted utility equipment, guys and anchors; wires, fibers, cables, and other conductors and conduits therefor; and pads; together with: (a) the right of access, after reasonable notice and approval by Four Cabo's, said approval not to be unreasonably withheld, to the Utility Strip from Four Cabo's Property for all activities in connection with the purposes for which the Utility Easement has been granted; and (b) the present and (without payment therefor) the future right to keep the Utility Strip and adjacent lands within Four Cabo's Property clear of all brush, trees, timber, structures, buildings, and other hazards that might endanger utility facilities located on the Utility Strip or impede the activities of those benefitted by the Utility Easement. By accepting delivery of this instrument, Uffens agrees that: (y) Uffens will not locate on Four Cabo's Property any transformers benefitting the Uffens Property; and (z) Uffens will relocate the existing power pole located in the northeastern area of Four Cabo's Property to the northeastern portion of the Utility Strip (however, Uffens may leave in place the lower part of the existing power pole as a protective bollard for the existing ground sleeve within the Utility Strip [cutting off the top part of the power pole], which ground sleeve may remain in place).

3. *Benefitted Parties.* The Utility Easement shall benefit and may be used by the following (collectively the "Benefitted Parties"): (a) Uffens, its successors and assigns; (b) PacifiCorp, an Oregon corporation, its successors and assigns; and (c) any public or private utility company that is designated by Uffens, its successors or assigns from time to time in a recorded instrument that refers specifically to this instrument. Upon Uffens' recordation of a record of survey map for the Uffens Property subjecting the Uffens Property to the Utah Condominium Ownership Act, the association of unit owners constituted for the condominium project on the Uffens Property (acting through its management committee) shall become the successor and assign of Uffens for the purpose of using the Utility Easement granted herein.

4. *Restrictions on Utility Strip.* At no time shall Four Cabo's light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the

Utility Strip. Subject to the foregoing limitations, the surface of the Utility Strip may be used for agricultural crops and other purposes not inconsistent with the purposes for which this Utility Easement has been granted.

5. *Binding Nature.* The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors, and assigns and any parties designated by Four Cabo's or Uffens, its successors or assigns, as indicated above.

DATED this 25 day of June 2002.

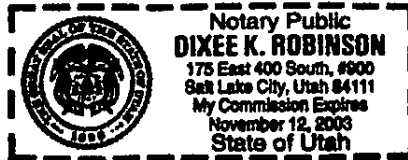
FOUR CABO'S ENTERPRISES, LTD., a Utah limited partnership

By: Paul G. Begum
PAUL G. BEGUM
General Partner

State of Utah)
: ss.
County of Salt Lake)

This instrument was acknowledged before me this 25 day of June 2002 by Paul G. Begum, as the general partner of FOUR CABO'S ENTERPRISES, LTD., a Utah limited partnership.

Dixie K. Robinson
Notary Public)
My Commission Expires: _____



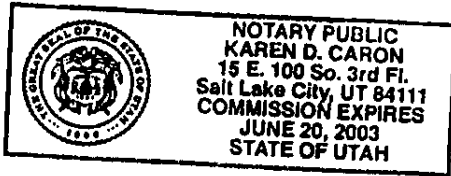
THE UNDERSIGNED holds a security instrument burdening Four Cabo's Property (as described above) and hereby consents to the foregoing instrument this 25th day of June 2002.

WELLS FARGO BANK, N.A.

By: [Signature]
Its: Private Banking Officer

State of Utah)
: ss.
County of Salt Lake)

This instrument was acknowledged before me this 25 day of June 2002 by Michael D Brussack, as the officer of WELLS FARGO BANK, N.A.



[Signature]
Notary Public
My Commission Expires: 6/20/2003

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