

8444037

AFTER RECORDING, RETURN TO:  
Bryan B. Todd  
Parsons Behle & Latimer  
201 South Main Street, Suite 1800  
Salt Lake City, Utah 84111

8444037  
12/03/2002 03:57 PM 19.00  
Book - 8696 Pg - 3081-3085  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
BY: RDJ, DEPUTY - WI 5 P.

Tax Parcels Nos.:

ACCESS AND UTILITIES EASEMENT  
(Temporary)

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, the receipt and sufficiency of which are hereby acknowledged, SORENSON ASSOCIATES, L.L.C. and ALLIANCE CAPITAL DEVELOPMENT, LLC (" Grantor ") hereby conveys, assigns, transfers and grants to DH-DRAPER, LLC, a Utah limited liability company, and its successors and assigns ("Grantee "), a non-exclusive, temporary easement on, over, across and through the real property legally described on Exhibit A attached hereto (the "Easement Area "), for pedestrian and vehicular ingress to and egress from the real property legally described on Exhibit B attached hereto (the "Benefited Property "), including the right to construct roadways, sidewalks, curbs, gutters and related improvements, and for the purpose of constructing, installing, operating, maintaining, repairing and replacing from time to time utility lines of any and all kind and nature to service and benefit the Benefited Property. Any damage or destruction caused to the Easement Area by Grantee in exercising such easement rights shall be repaired or replaced by Grantee at its sole expense. Grantee's rights hereunder shall be fully transferable, in whole or part at any time and from time to time.

Grantor reserves to Grantor, its successors and assigns, for all times hereafter, the sole and exclusive right to use the Easement Area for any and all purposes not inconsistent with this easement.

In the event that, at any time prior to approval of a permanent public street on the easement parcel by the City of Draper, Grantor desires to relocate the easement granted herein to another location on Grantor's land, Grantee agrees to cooperate with Grantor to allow such relocation, provided, however, that the easement as relocated must continue to provide reasonably direct and convenient access to the Benefited Property. In the event of relocation, the parties shall execute an amendment to this instrument specifying the relocated route at the time of any such relocation. Recording the amendment shall terminate all rights of the Grantee in the parcel from which the parties move the easement rights of Grantee

Notwithstanding anything to the contrary in this grant, the easement and other rights granted herein shall automatically terminate and expire when a street is completed on or near the

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Easement Area providing permanent access and utilities to the Benefited Property, and said street is dedicated to and accepted by the City of Draper. In addition, this easement will terminate and expire if the rights granted herein are not used for a period of five (5) successive years.


The easements, rights and obligations granted or created hereby are appurtenances to the land, and the Benefited Property shall constitute the dominant estate, and the Easement Area shall constitute the servient estate. Each party hereto (and its successors and assigns) shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes hereof. This instrument shall be construed in accordance with and governed by the laws in the State of Utah. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder hereof and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope and breadth permitted by law. In the event of any dispute related hereto, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, costs and expenses.

IN WITNESS WHEREOF , this instrument has been executed as of the date of notarization appearing below.

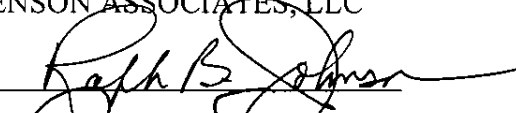
GRANTOR :

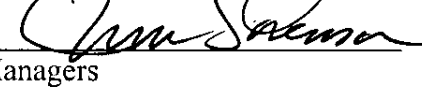
ALLIANCE CAPITAL DEVELOPMENT, LLC

By: 

By:   
Its: Managers

SORENSEN ASSOCIATES, LLC

By: 

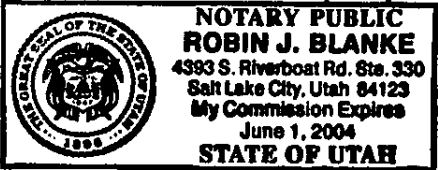
By:   
Its: Managers

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of November, 2002, by Ralph B Johnson + Jim Sorenson who executed the same in the capacity indicated above.

Robin J. Blanke  
NOTARY PUBLIC



Residing at: Salt Lake City

My Commission Expires: June 1, 2004

Exhibit 'A'

**ACCESS EASEMENT**  
Sorenson Associates Property

A 30 foot wide non-exclusive access easement located in the Southeast Quarter of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows:

BEGINNING at the northeast corner of that property described in Book 8296 at Page 1902 of the Salt Lake County records, said point being North  $00^{\circ}27'52''$  East 490.00 feet along the section line from the Southeast Corner of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running thence along the north line of said property South  $70^{\circ}18'40''$  West 30.81 feet; thence North  $32^{\circ}52'35''$  West 935.69 feet to the southerly right-of-way line of Highland Drive; thence along said southerly right-of-way line North  $62^{\circ}20'39''$  East 30.12 feet; thence South  $32^{\circ}52'35''$  East 333.80 feet to the southwest corner of that property described in Book 8416 at Page 795 of said records; thence continuing South  $32^{\circ}52'35''$  East 606.17 feet to the POINT OF BEGINNING.

Encompassing 28,130 square feet or 0.646 acres.

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Exhibit B  
To Access and Utilities Easement

Benefited Property  
DH-Draper LLC Property

Beginning at the Northwest corner of Section 18, Township 4 South, Range 1 East, Salt Lake Base and Meridian and running thence North  $89^{\circ}51'23''$  East 1023.00 feet along the North section line of said section; thence South  $45^{\circ}06'23''$  West 1453.039 feet to the West section line of said section; thence North  $00^{\circ}21'24''$  East 1023.00 feet along said section line to the point of beginning.

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