

**AMENDMENT TO AMENDED BYLAWS AND AMENDED
DECLARATION OF THE WILLOWS HOMEOWNERS ASSOCIATION**

12/14
This Amendment to the Amended Bylaws and Amended Declaration of The Willows Homeowners Association is made and executed this 10th day of October, 2003, by The Willows Homeowners Association, hereinafter referred to as the "Association."

RECITALS:

WHEREAS, the Amended Bylaws and Amended Declaration of the Willows Homeowners Association were recorded on November 30, 1990, in the office of the Salt Lake County Recorder, in Salt Lake County, Utah, as Entry No. 4995424 in Book 6272 at Pages 1042-1140; and

WHEREAS, the legal description of the Willows Condominium Project in Salt Lake County, Utah, is as follows: See attached Exhibit "A"; and

WHEREAS, the Association adopted several Amendments to its Bylaws at the Annual Meeting of Association members on November 6, 1995, which Amendments were recorded on January 16, 1996, in the office of the Salt Lake County Recorder, in Salt Lake County, Utah, as Entry No. 6258109 in Book 7310 at Pages 1429-1437; and

WHEREAS, the Board of the Association adopted an Amendment to the Amended Bylaws at a meeting of the Association Board held on March 18, 2003; and

WHEREAS, pursuant to Section 14.05 of the Amended Declaration, and pursuant to Utah Code Ann. § 16-6-44, the Unit Owners of the Willows, by valid consent and a vote of more than two-thirds of the Unit Owners who were present, in person and proxy at a meeting held on April 15, 2003, and the Association consented and agreed to further amend the Condominium Declaration as follows;

NOW, THEREFORE, the Association does hereby make the following Amendments to the Amended Bylaws and Amended Declaration of the Willows Homeowners Association:

AMENDMENT TO THE BYLAWS

Amendment to Section 4.02

Article IV Section 4.02 of the Bylaws is amended by removing the existing provision and inserting the following provision:

4.02. Number, Tenure, and Qualifications. The number of members of the Management Committee of the Association shall be five (5). At each annual meeting of the Association, the members of the Association shall elect, in accordance with these Bylaws and the Amended Declaration, an appropriate number of Members to replace the Committee Members whose terms are expiring. At the expiration of the terms of office of all Committee Members, successors shall be elected to serve for a term of three (3) years. At all times no fewer than two (2) Committee Members shall be owners of townhouse condominium

units and at all times no fewer than two (2) Committee Members shall be owners of garden condominium units.

AMENDMENTS TO THE DECLARATION

Amendments to Section 8.02

Article VIII subparagraphs 8.02 (c) and (d) of the Declaration of Condominium were amended by changing the Association's fiscal year to a calendar year by making the following changes:

Article VIII subparagraphs 8.02(c) and (d) were amended by removing the existing provisions and inserting the following provisions:

8.02. Annual Assessments. Annual Assessments shall be computed and assessed against all Condominiums in the Project as follows:

...

(c) Annual Budget. Annual Assessments shall be determined on a calendar year basis. On or before December 1 each year, the Management Committee shall prepare or cause to be prepared an operating budget for the upcoming calendar year. The budget shall itemize the estimated expenses of Common Expense for such upcoming calendar year, anticipated receipts (if any), and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the Annual Assessment for the upcoming calendar year and as the major guideline under which the Project shall be operated during such annual period.

(d) Notice and Payment. Annual Assessments shall be made on a calendar year basis. The Management Committee shall furnish to each Owner a copy of the budget and notify each Owner as to the amount of the Annual Assessment with respect to his Condominium on or before December 15 each year for the following calendar year. Each Annual Assessment shall be payable in twelve (12) equal monthly installments due on the first day of each calendar month during the year to which the assessment relates or, at the discretion of the Management Committee, in quarterly and/or unequal installments. Any payment not made within ten (10) days of its due date shall subject the Owner to a late payment charge of \$25.00, or such amount as the Management Committee shall establish from time to time. All unpaid or past due installments of any Annual Assessment or portion thereof shall additionally bear interest at the rate of one and one-half percent (1.5%) per month (or at such rate as the Management Committee shall establish from time to time) from the date each such installment is due until paid. Interest may be calculated and added to the past due balance monthly, and may, as a result, be "compounded." Payments made in other than U.S. currency or certified funds may be accepted by the Association upon condition of their acceptance and payment. In addition to other rights under this Amended Declaration, the Association may charge a reasonable fee, to be established by Rule, for checks returned for non-sufficient funds.

The failure of the Management Committee to give timely notice of any Annual Assessment or portion thereof as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Amended Declaration, or a release of any Owner from the obligation to pay such assessment or any other assessment; but the date when the payment shall become due in such case shall be deferred to a date fifteen (15) days after notice of such assessment shall have been given to the Owner in the manner provided in this Amended Declaration.

Addition of New Section 8.08

Article VIII of the Declaration of Condominium was amended by adding a new 8.08, to provide as follows:

8.08. Assignment of Rents.

(a) If an Owner of a Unit who is leasing the Unit fails to pay any assessment for a period of more than sixty (60) days after it is due and payable, the Management Committee, upon compliance with this subsection 8.08 (a), may demand that the Owner's tenant pay to the Association all future lease or rental payments due the Owner, commencing with the next monthly or other periodic payment, until the amount due to the Association is paid.

(b) The Manager or Management Committee must give the Unit Owner written notice, in accordance with the Association rules, of its intent to demand full payment from the tenant. This notice shall:

(1) provide notice to the tenant that full payment of remaining lease payments will commence with the next monthly or other periodic payment unless the assessment is received within the time period provided in the Association rules;

(2) state the amount of the assessment due, including any interest or late payment fee;

(3) state that any costs of collection, not to exceed \$150.00, and other assessments that become due may be added to the total amount due; and

(4) provide the requirements and rights described in subsections 8.08 (b) through (f).

(c) If the Unit Owner fails to pay the amount of the assessment due by the date specified in the notice, the Manager or Management Committee may deliver written notice to the tenant, in accordance with the Association rules, that demands future payments due to the Owner be paid to the Association pursuant to subsection 8.08 (d). A copy of the notice must be mailed to the Unit Owner. The notice provided to the tenant must state:

(1) that due to the Owner's failure to pay the assessment within the time period allowed, the Owner has been notified of the Management Committee's intent to collect all lease payments due to the Association pursuant to subsection 8.08 (a);

(2) that until notification by the Association that the assessment due, including any interest or late payment fee, has been paid, all future lease payments due to the Owner are to be paid to the Association; and

(3) payment by the tenant to the Association in compliance with this subsection 8.08 will not constitute a default under the terms of the lease agreement with the Owner. If payment is in compliance with this subsection 8.08, suit or other action may not be initiated by the Owner against the tenant for failure to pay.

(d) All funds paid to the Association pursuant to subsection 8.08 (c) shall be deposited in a separate account and disbursed to the Association until the assessment due, together with any cost of administration which may not exceed \$25.00 per month, is paid in full. Any remaining balance must be paid to the Owner within five (5) business days of payment in full to the Association.

(e) Within five (5) business days of payment in full of the assessment, including any interest or late payment fee, the Manager or Management Committee must notify the tenant in writing that future lease payments are no longer due to the Association. A copy of this notification must be mailed to the Owner.

(f) As used in this subsection 8.08, "lease" or "leasing" means regular, exclusive occupancy of a Unit by any person or persons, other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service, gratuity, or emolument.

Addition of New Section 13.03

Article XIII of the Declaration of Condominium was amended by adding an additional paragraph as follows:

13.03. Arbitration.

Any claim or controversy between any member of the Willows Homeowners Association ("the Association") and the Association that arises out of or relates to the ownership and use of a Unit or the Common Areas or Limited Common Areas of the Association, other than actions brought by and on behalf of the Association for 1) the collection of assessments and fines, or 2) respecting the enforcement of the Declaration, shall be submitted to arbitration according to regulations prescribed by the Association's Management Committee. In the absence of any such regulations, arbitration shall proceed pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"),

although such arbitration need not proceed with the AAA. Each Owner, by acquiring or maintaining an ownership interest in the Association, agrees to arbitrate all such disputes according to this provision and the regulations prescribed by the Management Committee pursuant to this provision, and agrees that judgment on the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

Addition of New Section 13.04

Article XIII of the Declaration of Condominium was amended by adding a new 13.04, to provide as follows:

13.04. Fines.

The Management Committee may assess a fine or fines against an Owner or Owners for a violation of the Association's rules and regulations. Before assessing a fine, the Management Committee shall give notice to the Owner(s) of the violation and inform the Owner(s) that a fine will be imposed if the violation is not cured within a time period determined by the Management Committee, which shall be at least forty-eight (48) hours.

Fines assessed by the Management Committee shall:

(a) be made only for a violation of a rule or regulation that is specifically listed in the Declaration, Bylaws, or Association rules as an offense that is subject to a fine;

(b) be in the amount specifically provided for in the Declaration, Bylaws, or Association rules for that specific type of violation, not to exceed Five Hundred Dollars (\$500.00) per month; and

(c) accrue interest and late fees as provided in the Declaration, Bylaws, or Association rules.

Cumulative fines for a continuing violation may not exceed Five Hundred Dollars (\$500.00) per month.

An Owner who is assessed a fine by the Management Committee may request an informal hearing to protest or dispute the fine within thirty (30) days from the date the fine is assessed. The hearing shall be conducted in accordance with the standards provided in the Declaration, Bylaws, or Association rules. No interest or late fees may accrue until after the hearing has been conducted and a final decision has been rendered.

An Owner may appeal a fine assessed by the Management Committee by initiating a civil action within one hundred eighty (180) days after a hearing has been held and a final decision has been rendered by the Management Committee, or the time to request an informal hearing has expired without the Owner having properly requested a hearing.

A fine assessed under this provision that remains unpaid after the time for appeal has expired becomes a lien against the Owner's interest in the property in accordance with the same standards as a lien for the nonpayment of common expenses under Utah Code Ann. § 57-8-20.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Amended Bylaws and Amended Declaration the date and year first above written.

THE WILLOWS HOMEOWNERS ASSOCIATION

By: Riccardo Terzo
Its: President

The foregoing instrument was acknowledged before me this 10th day of October, 2003, by Riccardo Terzo, the President of the Willows Homeowners Association.

My Commission Expires:

Karen Richardson
NOTARY PUBLIC



EXHIBIT "A"

**THE WILLOWS CONDOMINIUM
LEGAL DESCRIPTION**

BEGINNING at a point South 102.00 feet and West 646.72 feet from the Northeast corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 88°55' West 359.21 feet; thence North 6°37' East 138.45 feet; thence South 84°54'10" East 114.00 feet; thence North 7°58' East 121.45 feet; thence North 86°00' West 15.00 feet; thence North 40.12 feet; thence North 85°41'20" West 170.00 feet; thence North 121.40 feet; thence South 84°30' West 188.35 feet; thence North 68°30' West 269.90 feet to the East line of South Cottonwood Heights Subdivision; thence South 7°32' East 774.63 feet; thence South 82°16' West 45.43 feet; thence South 3°05' East 371.38 feet; thence North 83°00' East 65.13 feet; thence North 20°59'20" East 41.88 feet; thence North 83°00' East 45.61 feet; thence South 25°00' West 318.45 feet; thence South 31°30' East 198.00 feet to the North line of an old county road; thence North 70°00' East 66.00 feet; thence North 80°00' East 63.08 feet; thence North 20°20'50" West 63.92 feet; thence North 15°14'40" East 50.00 feet; thence South 77°22'50" East 127.32 feet to a point on the West bank of Little Cottonwood Creek; thence North 11°30' West 255.50 feet; thence North 83°07' East 93.27 feet; thence North 71°12' East 125.00 feet; thence North 19°13' East 32.82 feet; thence North 57.26 feet; thence East 3.35 feet; thence South 1°15' West 485.21 feet; thence South 2°40' West 100.00 feet; thence South 88°02' East 33.67 feet; thence North 1°00' East 428.00 feet; thence North 6°41'30" East 108.62 feet; thence North 71°01'10" West 3.32 feet; thence North 11°30' West 286.79 feet; thence South 80°57'40" West 5.18 feet; thence North 11°30' West 194.82 feet; thence North 84°58' East 294.00 feet; thence North 80°33'40" East 25.34 feet; thence North 96.84 feet to the point of BEGINNING.

SUBJECT to a right of way over the following:

BEGINNING at a point North 139.93 feet and West 874.50 feet from the Northeast corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 85°41'20" West 170.00 feet; thence North 40.12 feet; thence South 85°41'20" East 170.00 feet; thence South 40.12 feet to the point of BEGINNING.

ALSO SUBJECT TO AND TOGETHER WITH a right of way for vehicular traffic over the following:

BEGINNING at a point South 102.00 feet and West 646.72 feet from the Northeast corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 96.84 feet; thence South 80°33'40" West 25.34 feet; thence North 328.75 feet to the South line of Murray City Street; thence South 86°00' East along said South line 25.06 feet; thence South 226.00 feet to the point of BEGINNING.

ALSO SUBJECT TO AND TOGETHER WITH a non-exclusive right of way in common with others over the following:

BEGINNING at a fence corner South 1236.81 feet and West 880.44 feet from the Northeast corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 1° East 428.00 feet along an old fence line; thence North 6°41'30" East

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108.62 feet along said fence line; thence North 16°10' East 8.33 feet; thence North 11°30' West 71.0 feet; thence South 79°16' West 26.70 feet; thence South 1°15' West 507.50 feet along an old fence line; thence South 2°40' West 100.0 feet along said fence line; thence South 88°02' East 33.67 feet to the point of BEGINNING.

Also subject to the following rights of way and easements of record:

1. Right of way and easement for Little Cottonwood Creek as the same may be found to intersect the herein described property.

2. A right of way for an irrigation ditch, pump and pipe line just inside the Southern boundary line of said property and running from East to West boundary lines thereof, as recited in the Warranty Deed dated February 20, 1934, recorded March 31, 1934 as Entry No. 728816 in Book 130 at Page 23 of the Official Records.

3. A right of way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas distribution facilities and said right of way being situated as follows, to-wit:

Beginning at a point 42 rods South and 52 rods West from the Northeast corner of Section 18, Township and Range aforesaid, and running thence South 33.5 rods to the County Highway (5600 South Street); thence West 2 rods; thence North 36.1 rods; thence Northeasterly to a point North 11°30' West 70 feet from the point of beginning; thence South 11°30' East to the point of beginning.

As granted to Mountain Fuel Supply Company, a corporation, by Right of Way and Easement Grant, recorded October 13, 1955 as Entry No. 1449225 in Book 1244 at Page 269 of the Official Records.

4. A right of way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valve boxes and other gas distribution facilities across the following:

Beginning at a point 108.91 feet South and 646.72 feet West from the Northeast corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 104 feet; thence West 25 feet; thence North 104 feet; thence East 25 feet to the point of beginning; said lines, etc., to be covered at least 24 inches in depth, as granted to Mountain Fuel Supply Company, a corporation of Utah, by Right of Way and Easement Grant dated November 5, 1959, executed by Phill L. Hansen, a single man, recorded November 10, 1959 as Entry No. 1685047 in Book 1664 at Page 187 of the Official Records.

5. An easement for the purpose of ingress and egress to and from their residence, as granted to Clyde J. Knapp and Olive S. Knapp, his wife, over and across the following:

Beginning South 1226.81 feet and West 880.44 feet from the Northeast corner of Section 18, Township and Range aforesaid and running thence North 88°02' West 33.67 feet; thence North 2°40' East 100.00 feet; thence North 1°15' East 130.0 feet; thence East to the East line of the right of way at a point which is North 1° East 230 feet from the point of beginning; thence South 1° West 230.0 feet, more or less, to the point of beginning.

As granted by Easement dated June 16, 1961, executed by Roy A. Nipko and Flossie M. Nipko, his wife, recorded June 30, 1961 as Entry No. 1786281 in Book 1818 at Page 270 of the Official Records.

6. A perpetual easement and right of way for the installation and continued maintenance, repair, alteration and replacement of utility easement, together with a right of ingress and egress, described as follows:

Beginning at a point 138.89 feet North and 874.54 feet West from the Southeast corner of said Section 7, and running thence North 85°41'20" East 184.0 feet; thence South 111.0 feet; thence North 84°54'10" West 10.0 feet; thence North 136.0 feet; thence South 85°41'20" East 194.0 feet; thence South 25.06 feet to the point of beginning.

As granted to Murray City, a municipal corporation of the State of Utah, by Easement dated April 25, 1962, executed by Royal J. Stocking and Dorthel L. Stocking, his wife, recorded May 10, 1962 as Entry No. 1844682 in Book 1920 at Page 334 of the Official Records.

7. A perpetual easement and right of way for the installation and continued maintenance, repair, alteration and replacement of a 10 foot utility easement, together with a right of ingress and egress over and across the following:

Beginning at a point 40.0 feet North and 1058 feet West from the Southeast corner of said Section 7, and running thence South 142 feet; thence South 88°55' West 10.0 feet; thence North 142 feet; thence South 84°54'10" East 10.0 feet to the point of beginning.

As granted to Murray City, a municipal corporation of the State of Utah, by Easement dated April 25, 1962, executed by John K. Maynes, recorded May 10, 1962 as Entry No. 1844683 in Book 1920 at Page 335 of the Official Records.

8. A perpetual easement and right of way for installation and continued maintenance, repair, alteration, and replacement of 15 foot Utility Easement, together with all rights of ingress and egress, as granted to Murray City, a municipal corporation, by Easement dated March 8, 1962 executed by Roy A. Nipko and Flossie M. Nipko, his wife, recorded May 10, 1962 as Entry No. 1844684 in Book 1920 at Page 336 of the Official Records.

9. A perpetual easement and right of way for the installation and continued maintenance, repair, alteration and replacement of electrical utilities of the Grantee, upon, across, over and underground on the premises of the Grantors, for the service of Grantors only and not to be used by Grantee to construct transmission lines or any other installations for the service of others, said premises located in Salt Lake County, State of Utah, and legally described as follows:

Beginning at a point which is South 102.00 feet and West 646.72 feet from the Northeast corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 88°55' West 359.21 feet; thence North 6°37' East 138.45 feet; thence South 84°54'10" East 114.00 feet; thence North 7°58' East 121.45 feet; thence North 86°00' West 15.00 feet; thence North 40.12 feet; thence North 85°41'20" West 170.00 feet; thence North 121.40 feet; thence South 84°30' West 90.00 feet; thence South 15°20' West 133.00 feet; thence South 6°18' West 377.50 feet; thence South 60°45'30" East 156.50 feet; thence South 6°33' West

209.00 feet; thence South 71°04' East 159.00 feet; thence South 17°00' East 157.29 feet; thence North 33.20 feet; thence East 3.35 feet; thence South 1°15' West 485.21 feet; thence South 2°40' West 100.00 feet; thence South 88°02' East 33.67 feet; thence North 1°00' East 428.00 feet; thence North 6°41'30" East 108.62 feet; thence North 71°01'10" West 3.32 feet; thence North 11°30' West 286.79 feet; thence South 80°57'40" West 5.18 feet; thence North 11°30' West 205.52 feet; thence East 202.95 feet; thence North 80°33'40" East 118.66 feet; thence North 96.84 feet to the point of beginning.

The exact location of the electrical service to be constructed being postponed until the future in order that the easement will not interfere with Grantor's construction and so that every effort can be made to preserve the aesthetic value of the area.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement granted and all rights and privileges incident thereto, with Grantee's use, occupation or enjoyment of this easement.

Grantee agrees to hold and save Grantors harmless from any and all damages arising from its use of the right, easement and right of way herein granted.

As granted to Murray City, a municipal corporation, by Easement recorded December 3, 1968 as Entry No. 2269266 in Book 2712 at Page 266 of the Official Records.

10. A perpetual easement and right of way for sewer, water, gas and electricity utility lines, upon, across, over and underground on the premises of the Grantors in Salt Lake County, State of Utah, and more particularly described as follows:

A 112 foot wide easement commencing on the East side of Grantor's property bounded by the Little Cottonwood Creek and running in a Westerly direction for approximately 126 feet to the boundary line between Grantor's property and the J. Linden Heaton property, Grantor's property being legally described as follows:

Beginning at a point South 274.33 feet and West 1073.64 feet from the Northeast corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian, thence South 6°35' West 209.0 feet; thence South 71°04' East 159.0 feet; thence South 17° East 153.96 feet; thence South 27.16 feet; thence South 19°13' West 32.82 feet; thence South 71°12' West 125.00 feet; thence South 83°07' West 93.27 feet; thence North 11°30' West 112.00 feet; thence South 83° West 181.56 feet; thence South 20°59'20" West 41.88 feet; thence South 83° West 65.13 feet; thence North 3°05' West 371.38 feet; thence North 82°16' East 45.43 feet; thence North 72°13'53" East 322.82 feet to the point of beginning.

Provided, however, that Grantees' use of said easement shall not infringe upon, alter or affect in any way the landscaping, fish ponds or other improvements upon Grantor's property.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement granted and all rights and privileges incident thereto, with Grantee's use, occupation or enjoyment of this easement.

Grantees agree to hold and save the Grantors harmless from any and all damages arising from its use of the right, easement and right of way herein granted.

As granted to David W. Adams, Bonnie R. Adams, his wife, Howard C. Gammon and Jean P. Gammon, his wife, by Easement recorded December 3, 1968 as Entry No. 2269268 in Book 2712 at Page 271 of the Official records.

11. A right of way and easement twenty feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively "facilities") through and across the following described land and premises situated in the County of Salt Lake, State of Utah, to-wit:

The land of the Grantors located in the Northeast quarter of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian;

the center line of said right of way and easement shall extend through and across the above described land and premises as follows, to-wit:

Beginning at a point 671.72 feet West and 125.91 feet South from the Northeast corner of Section 18, thence South 88°55' West 319.73 feet; thence South 28°12'02" West 51.99 feet; thence South 54°49'10" West 63.88 feet.

To have and to hold the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same.

During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. The said Grantors shall have the right to use the said premises except for the purpose for which this right of way and easement is granted to the said Grantee, provided such use does not interfere with the facilities or any other rights granted to the Grantee hereunder.

The Grantors shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way, nor change the contour thereof without written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of the Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

As granted to Mountain Fuel Supply Company, by Easement recorded February 18, 1969 as Entry No. 2277401 in Book 2730 at Page 627 of the Official Records.

12. A right of way and easement twenty feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") through and across the following described land, the center line of said right of way and easement shall extend through and across the above described land and premises as follows, to-wit:

Beginning at a point 184.17 feet South and 1042.41 feet West from the Northeast corner of said Section 18, thence North 71°20' West 35 feet; thence North 37°32'30" West 84.65 feet; thence North 72°17'23" West 49.49 feet; thence North 81°28'30" West 66.60 feet; thence North 87°07'07" West 81.35 feet; thence South 10°08' West 149.33 feet; thence North 79°52' West 53

feet, as granted to Mountain Fuel Supply Company, by Right of Way and Easement dated September 17, 1969 and recorded September 26, 1969 as Entry No. 2304553 in Book 2792 at Page 573 of the Official Records.

13. A right of way and easement sixteen feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") through and across the following described land, the center line of said right of way and easement shall extend through and across the above described land and premises as follows, to-wit:

Beginning at a point 1142.66 feet South and 1205.30 feet West from the Northeast corner of Section 18, said point being on the center line of a 4 inch IHP Main; thence North 9°47'44" West 62.12 feet; thence North 84°13'56" West 71.25 feet; thence North 80°50'25" West 32.7 feet; thence North 31°30' West 118.51 feet; thence North 65° West 25.06 feet to the West line of Grantors' property, as granted to Mountain Fuel Supply Company, by Right of Way and Easement dated December 24, 1969, recorded January 30, 1970 as Entry No. 2319113 in Book 2826 at Page 59 of the Official Records.

14. A right of way and easement sixteen feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes, and other facilities, as created in favor of Mountain Fuel Supply Company by instrument recorded July 10, 1972 as Entry No. 2468654 in Book 3103 at Page 284 of the Official Records, along a center line described as follows, to-wit:

Beginning 110 feet South and 671 feet West from the Northeast corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 88°55' West 325 feet.

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
HOEBS & OLSON
525 S 300 E
SALT LAKE CITY UT 84111
BY: KAM, DEPUTY - MA 12 P.