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04/25/2005 03:05 PM \$12.00  
Book - 9121 Pg - 8459-8460  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SANDY CITY RECORDER  
10000 CENTENNIAL PARKWAY  
SANDY UT 84070  
BY: ZJM, DEPUTY - WI 2 P.

When recorded, please return to:

Sandy City Recorder  
10000 Centennial Parkway  
Sandy, Utah 84070

**GRANT OF EASEMENT  
FOR STORM WATER LINES**

**WHITE INVESTMENT COMPANY, A UTAH CORPORATION, AND MAGNA INVESTMENT & DEVELOPMENT, LTD., A UTAH LIMITED PARTNERSHIP, GRANTORS, HEREBY GRANT, CONVEY AND WARRANT TO SANDY CITY CORPORATION, A UTAH MUNICIPAL CORPORATION, GRANTEE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, A PERMANENT NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY FOR THE CONSTRUCTION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF VAULTS AND/OR STORM WATER PIPELINES FOR THE TRANSPORTATION OF STORM WATER THROUGH, ACROSS AND UNDER THE DESCRIBED PREMISES, TOGETHER WITH ALL RIGHTS OF INGRESS AND EGRESS ALONG SAID EASEMENT NECESSARY OR CONVENIENT FOR THE FULL AND COMPLETE USE, OCCUPATION AND ENJOYMENT OF THE EASEMENT HEREBY GRANTED, AND ALL RIGHTS AND PRIVILEGES INCIDENT THERETO. GRANTEE, IN THE EVENT IT BECOMES NECESSARY TO DISTURB THE SURFACE OF SAID EASEMENT AND RIGHT-OF-WAY, AGREES TO RESTORE AND REPLACE SAID SURFACE (INSOFAR AS IT IS REASONABLY PRACTICABLE) TO THE SAME CONDITION THAT EXISTED PRIOR TO ANY SUCH DISTURBANCE. GRANTORS SHALL HAVE THE RIGHT TO USE SAID PREMISES EXCEPT FOR THE PURPOSE FOR WHICH THIS RIGHT OF WAY AND EASEMENT IS GRANTED TO THE SAID GRANTEE, PROVIDED SUCH USE SHALL NOT INTERFERE WITH THE FACILITIES OR WITH THE DISCHARGE AND CONVEYANCE OF STORM WATER THROUGH SAID FACILITIES. THE EASEMENT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE PROPOSED HEARTHSTONE SUBDIVISION, AS CURRENTLY IN REVIEW WITH SANDY CITY, SAID POINT BEING SOUTH 1090.82 FEET AND EAST 877.71 FEET FROM THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 18°48'00" EAST ALONG SAID WESTERLY LINE 39.84 FEET; THENCE SOUTH 04°15'42" EAST 17.06 FEET; THENCE EAST 2.97 FEET; THENCE SOUTH 10.00 FEET; THENCE WEST 2.79 FEET; THENCE SOUTH 02°10'53" WEST 157.82 FEET; THENCE NORTH 87°49'07" WEST 10.00 FEET; THENCE NORTH 02°10'53" EAST 162.63 FEET; THENCE NORTH 04°15'42" WEST 60.27 FEET TO THE POINT OF BEGINNING.

THIS EASEMENT SHALL BE BINDING ON THE GRANTORS AND GRANTEE AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

WITNESS THE HAND OF SAID GRANTORS THIS 22 DAY OF April, 2005.

WHITE INVESTMENT COMPANY,  
INC., A UTAH CORPORATION

MAGNA INVESTMENT &  
DEVELOPMENT, LTD., A UTAH LIMITED  
PARTNERSHIP

BY: *[Signature]*  
Sec., White Investment

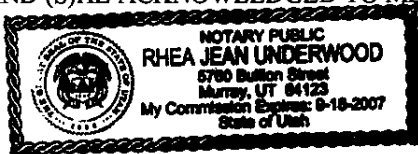
BY: *[Signature]*

ITS:

ITS:

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE)

ON THE 22 DAY OF April, 2005, PERSONALLY APPEARED BEFORE ME Gloria Halliday, WHO DID SAY THAT HE IS THE PRESIDENT OF THE CORPORATION, AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS; AND (S)HE ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.



*Rhea Jean Underwood*  
NOTARY PUBLIC

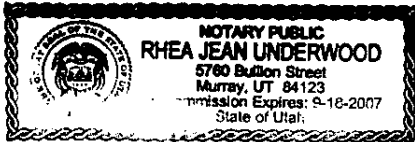
RESIDING IN Murray, Utah

MY COMMISSION EXPIRES:

9/18/07

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE)

ON THE 22 DAY OF April, 2005 PERSONALLY APPEARED BEFORE ME Thalia P Smart, AND ACKNOWLEDGED THAT (S)HE SIGNED THE FOREGOING INSTRUMENT, AND WHO DID SAY THAT (S)HE IS AN EXECUTIVE VICE-PRESIDENT OF ALLIED SERVICES, INC., GENERAL PARTNER OF MAGNA INVESTMENT DEVELOPMENT, LTD., A UTAH LIMITED PARTNERSHIP AND THAT THE FOREGOING INSTRUMENT WAS PROPERLY EXECUTED AND SIGNED IN BEHALF OF SAID LIMITED PARTNERSHIP.



*Rhea Jean Underwood*  
NOTARY PUBLIC

RESIDING IN Murray, Utah

MY COMMISSION EXPIRES:

9/18/07