

WHEN RECORDED, RETURN TO:
SALT LAKE COUNTY WATER CONSERVANCY DISTRICT
P.O. BOX 15818
SALT LAKE CITY, UTAH 84116
ATTN: RICHARD BAY

84-114F-2

GRANT OF EASEMENT AND AGREEMENT

4176709

4500 SOUTH ASSOCIATES, a Utah limited partnership, of Salt Lake County, Utah ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the SALT LAKE COUNTY WATER CONSERVANCY DISTRICT, a political subdivision of the State of Utah ("Grantee"), and its successors and assigns, a non-exclusive perpetual easement, consisting of the right of ingress and egress for operation, maintenance, repair and replacement of Grantee's culinary water well and related facilities situated on property owned by Grantee, said easement to run over, across and through the land of Grantor along a route more particularly described as follows:

BEGINNING on the south right-of-way line of 4500 South Street at a point which is N 89°50'30" E 458.71 feet along the monument line and South 33.00 feet from a Salt Lake County monument in 4500 South Street; said monument is N 89°50'30" E 1521.879 feet from the Salt Lake County monument at the intersection of 4500 South Street and State Street, (Note: the point of beginning is also described as being 292.20 feet South and 176.18 feet East of the center of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian); and running thence South 65.00 feet; thence East 88.20 feet; thence South 11.76 feet; thence South 32°43' West 15.74 feet; thence West 191.69 feet; thence North 89.67 feet; thence North 89°50'30" East 112.00 feet, to the point of BEGINNING.

Grantor represents and warrants that it is the sole fee title owner of the land burdened by this easement as hereinabove described, and that it has full right and authority to grant said easement.

This easement is granted subject to and in accordance with the following covenants of the parties:

1. Grantor may relocate the easement hereby granted to a different location designated by Grantor, but only if such new location does not unreasonably interfere with Grantee's rights of access, ingress and egress pursuant to the easement.

2. Grantee shall cooperate with Grantor in the relocation of the easement.

3. Any reasonable cost associated with relocating Grantee's route of ingress and egress to its property, in connection with the relocation of the easement as herein provided, shall be borne solely by Grantor.

4. A new and separate Grant of Easement document shall be prepared and duly executed by Grantor and Grantee at such time as the easement is relocated as herein provided, which such document shall, upon its recordation, replace and supercede this Grant of Easement. Grantee agrees that in the event of the relocation of the easement as set forth herein, that it will execute such documents as are reasonably necessary to clear title as to the easement from the real property no longer subject to it.

5. This agreement shall be binding upon Grantor and Grantee, and their respective successors and assigns.

REC-5718 P. 393

DATED this 10 day of July, 1985.

GRANTOR:
4500 SOUTH ASSOCIATES

By: Alan B Ford
Its: General Partner

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

On the 10 day of July, 1985, personally appeared before me Alan B. Ford, who being by me duly sworn, did say that he signed the foregoing in his capacity as authorized general partner of 4500 South Associates, a Utah limited partnership, pursuant to authority granted by its certificate and agreement of limited partnership, and that said limited partnership thereby executed the same.

John P. Smith
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:
Nov 4, 1985

Approved and accepted by SALT LAKE COUNTY WATER CONSERVANCY DISTRICT, Grantee, this 11 day of DECEMBER, 1985.

SALT LAKE COUNTY WATER
CONSERVANCY DISTRICT

By: Noel C. Bateman
Its: PRESIDENT

ATTEST:

[Signature]
Secretary

APPROVED AS TO FORM
BY R. Huff
DATE 12/11/85

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

On this 11th day of DECEMBER, 1985, personally appeared before me, Noel C. Bateman, who being by me first duly sworn on oath deposed and stated that he is the PRESIDENT of the Salt Lake County Water Conservancy District, that he has read the foregoing, knows the contents thereof, that he is the signator hereto on behalf of the Salt Lake County Water Conservancy District and that he has been authorized by the District to execute this document.

Kendrick Huff
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:
June 18, 1988

No Fee
Edward M. Hite
EDWARD HITE
Dec 16 10 27 AM '85
SCLWCD
SALT LAKE COUNTY, UTAH

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