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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
PRINCE, YEATES AND GELDZAHLER
CITY CENTRE 1 SUITE 900
175 E 400 S SL:UT 84111
REC BY: BEVERLY CARTER, DEPUTY

Recorded at the Request of _____
at _____ .m. Fee Paid \$ _____ By _____
Book _____ Page _____ Ref. _____ Mail Tax Notice To:
Address STEVEN L. TAYLOR PRINCE, YEATES & GELDZAHLER
CITY CENTRE I, SUITE 900, 175 E. 400 SO.
SALT LAKE CITY, UTAH 84111

GRANT OF EASEMENT

MALOUF INVESTMENT COMPANY, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby grants to HIGHLINE XII REALTY TRUST, Grantee, its successors and assigns, of Salt Lake County, Utah, for the sum of Ten Dollars (\$10) and other good and valuable consideration, the right, privilege, and authority to operate and maintain a drainage ditch across and upon the following described real estate owned by Grantor situated in the County of Salt Lake, State of Utah:

Easement ten (10) feet wide lying five (5) feet on each side of and parallel and adjacent to the following described line of reference:

Beginning on the south line of Grantor's land at a point which lies South 701.16 feet and East 64.90 feet from the East Quarter Corner of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence North, 23.05 feet; thence North 87 degrees 30 minutes West, 69.61 feet; thence North 71 degrees 00 minutes West, 133.74 feet; thence North, 32.86 feet.

This easement is subject to extinguishment by the Grantor upon reasonable notice to the Grantee or its successor owner at the address for tax notices and on the following conditions:

1. If Grantor requests that the ditch be converted to a covered pipe and Grantee fails so to do after ninety (90) days notice; or
2. The capacity for drainage water in the present system is exceeded by the application of Grantee's drainage to the system; or
3. If Grantor desires to develop the property by construction of improvements thereon and the drainage ditch easement granted hereby interferes with Grantor's development in Grantor's opinion; or
4. Grantor sells the property and the buyer does not agree that the easement remain.

Upon development of the property if the easement must be removed to facilitate the development and if a substitute

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location for the easement suitable to Grantee and approved by Grantor is available, Grantor shall attempt to approve such substitute location.

MALOUF INVESTMENT COMPANY

By: Maurice F. Malouf
General Partner

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

On the 19th day of June, 1987, personally appeared before me MAURICE F. MALOUF, who being by me duly sworn, did say that he is the General Partner of MALOUF INVESTMENT COMPANY, a limited partnership, and that the foregoing instrument was signed on behalf of said partnership, and said MAURICE F. MALOUF acknowledged to me that said partnership executed the same.

[Signature]
NOTARY PUBLIC
Residing at: SALT LAKE CITY, UTAH

My Commission Expires:

12-06-90

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