VAN COTT, BAGLEY, GOLDWALL AND MACARITIES Recorded <u>DEC 1.5 1975</u>. Request of DIXON, Recorder KATIE L. . W Salt Lake County, Litak -Deputy GRANT OF EASEMENTS

2769347

THIS AGREEMENT, made and entered into this 24 th day of Movember, 1975, between COTTONWOOD COVES INC., a Utah corporation (hereinafter referred to as "Grantor"), and AMERICAN MOTORS REALTY CORPORATION, a corporation (hereinafter referred to as "Grantee").

WHEREAS, Grantor is the owner of that certain real property situated in Salt Lake County, Ut:h (hereinafter referred to as the "Property") which is more particularly described on Exhibit "A" attached hereto and made a part hereof by reference; and

WHEREAS, there is an existing 8-inch storm sewer line situated on the west side of the Property which drains northerly into Cottonwood Creek, and there is also a related pumping station and accessory structures and equipment which storm sewer, pumping station, and accessories are owned by Grantor; and

WHEREAS, Grantee is the owner of a tract adjoining the Property and desires to use said storm sewer line, pumping station and accessories, and to install an additional storm sewer line across the Property to connect to the existing line;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby convey and warrant to Grantee a perpetual easement and right-of-way across the Property: (1) to use said existing 8-inch storm sewer line, and the related pumping station and accessory structures and equipment, and (2) to install an additional storm sewer line commencing at the northeast corner of the tract owned by Grantee and ending at an existing manhole on the south end of the existing 8-inch storm sewer line.

For the consideration herein mentioned Grantor further agrees that it will at all times maintain, at Grantor's sole cost and expense, said storm sewer and related pumping station and accessory structures and equipment.

THIS AGREEMENT shall inure to the benefit of and be binding upon the respective transferees, successors and assigns of the parties hereto.

COTTONWOOD COVES INC.

Attest:

On this 24th day of November, 1975, personally appeared before me net Robison and Lawrence H. Rodgers who being by me duly sworn, did say: That they are the President and Secretary, respectively, of COTTONWOOD COVES INC., a Utah corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of the Board of and said Carl Frobison and Lawrence M. Rodgers duly acknowledged to me that the said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: Residing at:

800K4 154 PM 207

## EXHIBIT A

## PROPERTY SITUATED IN SALT LAKE COUNTY STATE OF UTAH

A portion of Block 8, Ten Acre A, B.F.S. described as follows: COM 661.72 FT N & 800.51 FT E & N 89°27'54" W 330 FT FR MON AT INTERSECTION OF STATE STREET & 4500 S ST; thence N 0°31'11" W 350.83 FT; thence N 89°52'25" E 28.32 RDS; thence N 82° E 15.86 RDS; thence S 6°18'37" E 56.72 FT; thence S 7°17'48" E 16.69 FT; thence S 23°36'44" E 46.03 FT; thence S 32°59'35" E 58.95 FT; thence S 3°10'43" E 387.12 FT; thence S 87°36'47" W 114.55 FT; thence S 88°18'03" W 78.88 FT; thence S 87°38'36" W 279.17 FT; thence N 0°49' W 159.47 FT; thence S 89°58' E 25.22 FT; thence N 30° E 107.79 FT; thence N 88°02' E 120.07 FT; thence N 115.9 FT; thence W 50 FT; thence S 50 FT; thence W 70 FT; thence S 65°21' W 87.8 FT; thence S 0°18'37" E 24.24 FT; thence N 89°27'54" W 148.5 FT; thence S 0°18'37" E 102.5 FT; thence N 89°27'54" W 181.5 FT TO BEG. Containing 6.75 Acres.