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11/04/97 4:32 PM 14-00

MANCY WORKMAN

RECORDER, SALT LAKE COUNTY, UTAH

SORTECH LLC

2511 S WEST TEMPLE

SLC, UT 84115

REC BY:R JORDAN , DEPUTY - WI

When recorded mail to:
SOUTH H. LLC.
2511 S. WEST TEMPLE
SALT LOKE CHY, UT 84115

## GRANT OF EASEMENT

For valuable consideration, the receipt and adequacy of which is hereby acknowledged, HARSHAW CHEMICAL COMPANY, a New Jersey corporation, GRANTOR, hereby grants unto SORTECH, L.L.C., GRANTEE, and its successors and assigns, a non-exclusive easement for the construction, use, repair, and maintenance of a drainage swale over and across the following described property:

A 10.00' wide strip of land lying in the North Half of Section 17, Township I South, Range I West, Salt Lake Base & Meridian, Salt Lake County, Utah, being more particularly described as follows:

Beginning at the Southeast corner of Lot 19 of Sorenson Technology Park - Plat 1, as recorded in Book 96-4P of Plats at Page 132 in the Office of the Salt Lake County Recorder, which point is 1194.00 feet North 89°52'25" West along the Section line and 967.83 feet South 00°07'35" West from the Monument found marking a Northeast Corner of said Section 17 and running thence North 89°38'07" West 1813.81 feet along the south line of said Sorenson Technology Park - Plat 1; thence South 03°16'27" East 10.02 feet; thence South 89°38'07" East 1818.47 feet to the West line of Gladiola Street and a point of non-tangency with an 852.00 foot radius curve to the right (radius point bears North 61°10'20" East); thence Northwesterly 11.41 feet along said line and the arc of said curve through a central angle of 00°46'03" to the point of beginning.

The construction, repair, and maintenance of said drainage swale shall be the responsibility of GRANTEE and its successors and assigns as described hereinafter. GRANTEE shall maintain said drainage swale in good condition and repair.

The easement identified below shall run with the land and be binding upon and inure to the benefit of the heirs, assigns and successors of the GRANTOR and GRANTEE.

It is intended and agreed that GRANTEE will hereafter convey its interest in this easement to the purchasers of those certain lots in Sorenson Technology Park - Plat 1, which abut said drainage swale easement. The Covenants, Conditions and Restrictions governing said subdivision have been amended to require those lot owners to construct, maintain, and repair such portions of the subject drainage swale as may abut their lot. At such time as each lot is conveyed, together with this easement interest, GRANTEE'S obligation to construct, maintain and repair the portion of the easement abutting said lot shall cease and the obligation shall become binding upon said lot owner as to that portion of the easement which abuts the lot.

GRANTEE, for itself and its successors and assigns, agrees to indemnify, defend and hold harmless GRANTOR and its officers, directors, employees, agents, successors and assigns from and against all losses, damages, claims, liabilities, costs, expenses and fees (including,

without limitation, response, remediation, inspection and other costs relating to hazardous substances, hazardous wastes, pollutants or contaminants, litigation expenses and attorney's fees, whether incurred with or without the filing of suit, on appeal or otherwise, and consultant fees, investigation expenses and laboratory expenses), which arise from the use by GRANTEE or its successors or assigns of the easement granted in this instrument.

It is expressly understood and agreed that GRANTOR intends to extend 3600 West Street over a portion of the easement granted hereby and GRANTOR reserves the right to make such orad extension. The parties hereto agree that the extension of 3600 West Street over a portion of the easement is a compatible use of the burdened estate and GRANTEE and its successors in interest will construct, maintain and repair the drainage swale in a manner consistent with the contemplated extension of 3600 West Street to GRANTOR'S property.

This GRANT OF EASEMENT is dated this

day of Chober

1997.

GRANTEE: SORTECH, L.L.C.

By: SORVENTURES, INC., MANAGER

By: MILD PRESIDENT

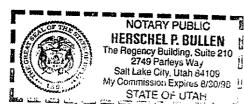
STATE OF UTAH

COUNTY OF SALT, LAKE

On the of (1806), 1997, personally appeared before me, the signer of the foregoing instrument, who duly acknowledged to me that s/he executed the same as the vice of SorVentures, Inc., the manager of SorTech, L.L.C.

) :ss.

NOTARY PUBLIC Residing in Salt Lake County, Utah



GRAN	ITOR:
HARS	HAW CHEMICAL COMPANY
a New Jersey corporation	
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	David M. Wexler
Its:	Vice President

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STATE OF My Jessey

SS.

COUNTY OF My Least

On the 24 of Assert, 1997, personally appeared before me, the signer of the foregoing instrument, who duly acknowledged to me that s/he executed the same as the hard and Harshaw Chemical Company

NOTARY PUBLIC
Residing in Assert ARDS

Notary Public of New Jersey

Commission Expires June 27, 2000