

6155233

When Recorded Return To:
John M. Wunderli
Valley Mental Health
5965 So.9th E.
Salt Lake City, Utah 84121

6155233
08/31/95 09:40 AM ***NO FEE**
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
VALLEY MENTAL HEALTH
REC BY:D KILPACK ,DEPUTY - WI

GRANT OF EASEMENT

This Grant of Easement is made this 23^d day of August, 1995 by VALLEY MENTAL HEALTH, INC. of Salt Lake City, Salt Lake County, Utah (Grantor) in favor of Maverik Country Stores, Inc., a Wyoming Corporation, 380 North 200 East, Suite 260, Bountiful, Utah, in contemplation of the following facts and circumstances:

A. Grantor is the owner of certain real property located in Salt Lake County, State of Utah, which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (Grantor's Parcel).

B. Grantee is the owner of certain real property located in Salt Lake County, State of Utah, which is more particularly described on Exhibit B attached hereto and incorporated herein by this reference (Grantee's Parcel).

C. Grantee desires to acquire certain easements and rights upon Grantor's Parcel for the benefit of Grantee's Parcel and the persons who may own, occupy, or use Grantee's Parcel from time to time.

NOW THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain and convey unto Grantee the following described easement and rights-of-way:

1. Grant of Easement. Grantor does hereby grant, bargain and convey to Grantee a non-exclusive right-of-way and easement on Grantor's land to install an extension of sewer line both on Grantor's land and from Grantor's land to Grantee's land and further to construct manholes for the sewer lines on Grantor's land. Said easement and right-of-way are more particularly

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described in Exhibit C attached hereto and incorporated by reference herein.

2. Duration. The easement herein granted shall be perpetual.

3. Construction and Maintenance. Grantee shall bear all costs to construct and maintain any and all improvements constructed upon the right-of-way and easement.

4. Conveyance. The real property burdened by the right-of-way and easement herein granted may be transferred, assigned, and conveyed by Grantor, but only subject to the right-of-way and easement described in Exhibit C herein.

5. Successors and Assigns. The right-of-way and easement herein granted shall inure to the benefit of Grantee and its successors and assigns.

6. Not a Public Dedication. Nothing contained in this Grant of Easement will be deemed to be a gift or dedication of any portion of either Grantors' Parcel or Grantee's Parcel to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Grant of Easement will be strictly limited to and for the purpose expressed here.

7. No Joint Venture. The parties do not by this Grant of Easement, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

8. Costs, Expense and Remedies Upon Breach. In the event of a breach in any of the covenants and agreements contained herein, the breaching party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided by the laws of the State of Utah, whether such remedy is pursued by filing a suit or otherwise.

9. Governing Law. This Grant of Easement shall be construed in accordance with Utah law.

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EXECUTED as of the day and year first herein above written.

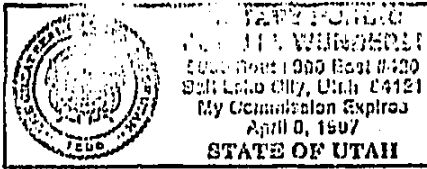
VALLEY MENTAL HEALTH, INC.

David E. Dangerfield

STATE OF UTAH)

COUNTY OF SALT LAKE) ss

Personally appeared before me this 23^d day of August, 1995 David Dangerfield, known by me to be the Executive Director of Valley Mental Health, Inc., and executed the within Grant of Easement.



Notary Public *John M. Wundersch*
Residing at Salt Lake City, Utah

My Commission Expires:

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E X H I B I T A

LEGAL DESCRIPTION

The land referred to is situated in Salt Lake, and is described as follows:

PARCEL 1:

BEGINNING AT A POINT NORTH 89 DEGREES 52 MINUTES 35 SECONDS WEST 232.95 FEET FROM THE SOUTHEAST CORNER SECTION 1, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE MERIDIAN, THENCE NORTH 89 DEGREES 52 MINUTES 35 SECONDS WEST 212.38 FEET; THENCE NORTH 68 DEGREES 32 MINUTES 22 SECONDS WEST 6.7 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT (RADIUS BEARS SOUTH 21 DEGREES 21 MINUTES 38 SECONDS WEST 548.00 FEET) THENCE ALONG THE ARC OF SAID CURVE 116.40 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 35 SECONDS WEST 19.36 FEET, MORE OR LESS; THENCE NORTH 0 DEGREES 00 MINUTES 40 SECONDS EAST 200 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 35 SECONDS EAST 350 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 40 SECONDS WEST 233 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT WHICH IS NORTH 89 DEGREES 52 MINUTES 35 SECONDS WEST 233.00 FEET FROM THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE MERIDIAN; THENCE SOUTH 0 DEGREES 00 MINUTES 40 SECONDS WEST 70.15 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT (RADIUS BEARS NORTH 8 DEGREES 28 MINUTES 09 SECONDS EAST 468.00 FEET); THENCE ALONG THE ARC OF SAID CURVE 106.12 FEET; THENCE NORTH 68 DEGREES 32 MINUTES 22 SECONDS WEST 118.27 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 35 SECONDS EAST 212.38 FEET TO THE POINT OF BEGINNING.

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EXHIBIT B

Commencing 33 feet North and 33 feet West from the Southeast corner of Section 1, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence North 200 feet; thence West 200 feet; thence South 200 feet; thence East 200 feet to beginning.

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EXHIBIT C

Beginning at the Northeast corner of Grantee's Parcel, which is 233 feet North and 233 feet West from the Southeast Corner of Section 1, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence running west 40 feet, along the northerly boundary of Grantor's Parcel; thence South 15 feet; thence East 40 feet; thence North 15 feet to the point of beginning.

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