

After recording, return to:

Wm. Shane Topham
CALLISTER NEBEKER MCCULLOUGH
10 East South Temple, 9th Floor
Salt Lake City, UT 84133

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04/05/2006 12:42 PM \$0.00
Book - 9276 Pg - 8164-8166
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
COTTONWOOD IMPROVEMENT DIST
8620 HIGHLAND DR
SANDY UT 84093
By: ZJM
3p.

Grant of Easement

THIS GRANT OF EASEMENT (this "*Grant*") is made effective January 2005 by **BEVERLY H. NEWSON**, an individual whose address is 2826 East 7800 South, Cottonwood Heights, UT 84121 ("*Grantor*"), in favor of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047 (the "*City*").

RECITALS:

A. Grantor owns fee title to a parcel of real property (the "*Property*") that is located in Salt Lake County, Utah and is particularly described on the exhibit that is annexed hereto.

B. Grantor desires to create and grant to the City an easement (the "*Easement*") on the Property for the purposes, and on the terms and conditions, specified in this Grant.

AGREEMENT:

NOW, THEREFORE, Grantor hereby grants to the City a non-exclusive easement on the Property on the following terms and conditions:

Section 1. **Nature of Easement.** The Easement shall be a non-exclusive slope easement, benefitting the City and burdening the Property, for the purpose of providing lateral and subjacent support for the sidewalk and related improvements (collectively, the "*Improvements*") located on the public right-of-way for Bengal Boulevard. The configuration of the Easement, including its slope, on the Property shall be as reasonably specified from time to time by the City's engineer. The Easement is an easement in gross, and consequently is personal to the City; provided, however, that the City's rights in the Easement may be conveyed, by operation of law or otherwise, to any successor public entity that owns, or has jurisdiction over, the Improvements.

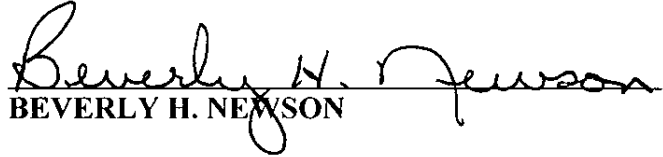
Section 2. **No Interference.** Grantor shall not in any other manner obstruct or interfere with the free and unimpeded use of the Easement by the City or its authorized agents from time to time.

Section 3. **Duration.** The Easement shall be perpetual in duration.

Section 4. **Covenants Run with Land.** The Easement shall (a) create an equitable servitude on the Property in favor of the City; (b) constitute a covenant running with the land; (c) bind every person having any fee, leasehold or other interest in any portion of the Property at any time or from time to time; and (d) inure to the benefit of and be binding upon the City and Grantor, and their respective successors and assigns.

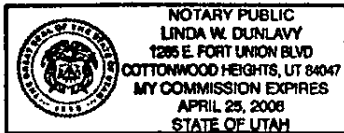
DATED effective the date first above written.

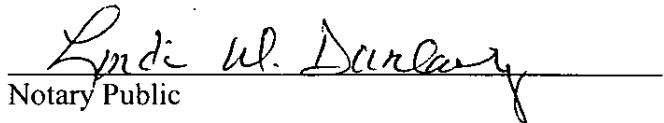
GRANTOR:


BEVERLY H. NEWSON

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

The foregoing instrument was acknowledged before me this 26th day of January 2006 by
BEVERLY H. NEWSON.




Notary Public

WSTAD6__

455619.1

Exhibit to Grant of Easement

The following-described real property located in Salt Lake County, Utah:

A parcel of land located in the Northwest Quarter of Section 35, Township 2 South, Range 1 East, Salt Lake Base & Meridian, U.S. Survey (Basis of Bearing being North 89°35'03" East 2648.81 feet between the Northwest Corner and the North Quarter Corner of said Section 35), being more particularly described as follows:

Slope Easement Description

Beginning at a point on the north line of the Northwest Quarter of said Section 35, said point lying North 89°35'03" East 591.29 feet along said north line and South 38.63 feet from the Northwest Corner of said Section 35; and running thence North 85°12'04" East 73.64 feet; thence North 89°35'03" East 171.86 feet to east line of grantor's property; thence South 03°45'18" West 15.00 feet along the east line of said property; thence South 89°35'03" West 170.20 feet; thence South 85°12'04" West 75.64 feet to the west line of said property; thence North 04°57'21" East 15.00 feet along the west line of said property to the point of beginning.