When recorded return to: Yates, Bolinder, & Yates, LLC 1985 Covey View Court Salt Lake City, Utah 84106 12087637 07/08/2015 03:43 PM \$12.00 Book - 10341 Pa - 6629-6630 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH YATES BOLINDER & YATES 1985 COVEY VIEW COURT SALT LAKE CITY UT 84106 BY: TRP, DEPUTY - WI 2 P.

## **GRANT OF STORM DRAIN EASEMENT**

A Twenty (20) foot wide Storm Drain Easement located in the west half of Section 10, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Yates, Bolinder, & Yates, LLC, the undersigned owner of Lot 11, Riverbend Industrial Park, as GRANTORS hereby grant, convey, and set over unto Yates, Bolinder, & Yates, LLC, a Utah limited liability company and owner of Lot 12, Riverbend Industrial Park, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace storm drain lines, and facilities, hereinafter called FACILITIES, an easement, being situate in Salt Lake City, Salt Lake County, State of Utah, over and through a portion of the GRANTORS land, more particularly described as follows:

THE BASIS OF BEARING FOR THIS DESCRIPTION IS PER THE RECORDED PLAT OF RIVERBEND INDUSTRIAL PARK SUBDIVISION BEING SOUTH 89°53'01" WEST FROM A FOUND SLC MONUMENT AT THE INTERSECTION OF REDWOOD AND INDIANA AVE AND A FOUND SLC MONUMENT IN INDIANA AVE AT ORANGE STREET.

BEGINNING AT A POINT ON THE SOUTH LINE OF RIVERBEND INDUSTRIAL PARK LOT 11 AMENDED BY ENTRY 12072036, BOOK 10334, PAGE 5817-5818 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE, SAID POINT BEING NORTH 00°03'59" EAST ALONG THE EAST LINE OF SAID RIVERBEND INDUSTRIAL PARK, RECORDED AT BOOK 2006P, PAGE 164 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE 475.64 FEET AND NORTH 90°00'00" WEST ALONG SAID SOUTH LINE OF AMENDED LOT 11 315.29 FEET FROM THE SOUTHEAST CORNER OF LOT 12 AND SOUTHEAST CORNER OF SAID RIVERBEND INDUSTRIAL PARK: SAID POINT ALSO BEING SOUTH 00°03'59" WEST 2166.23 FEET AND NORTH 90°00'00" WEST 315.29 FEET FROM THE CALCULATED NORTHWEST SIXTEENTH CORNER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°00'49" EAST 21.29 FEET; THENCE NORTH 35°27'18" WEST 40.64 FEET; THENCE NORTH 74°10'18" WEST 28.26 FEET TO THE EAST RIGHT-OF-WAY LINE OF WINDING RIVER COVE; THENCE SOUTH 00°02'47" EAST ALONG SAID RIGHT OF WAY LINE 20.79 FEET; THENCE SOUTH 74°10'18" EAST 15.55 FEET; THENCE SOUTH 35°27'18" EAST 27.22 FEET; THENCE SOUTH 00°00'49" WEST 14.89 FEET TO SAID SOUTH LINE OF AMENDED LOT 11; THENCE SOUTH 89°59'48" EAST ALONG SAID SOUTH LINE 20.00 FEET TO THE POINT OF BEGINNING.

**CONTAINS 1478 SF MORE OR LESS** 

15-10-304-002

Page 1 of 2

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction periods, GRANTEE and its contractors may use such portion of GRANTORS property along and adjacent to the easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTORS shall have the right to use the above-described property except for the purpose of which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the FACILITIES, or any other rights granted to the GRANTEE hereunder.

GRANTORS shall not build or construct, or permit to be built or constructed any building or other improvement over and across this right-of-way and easement nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon, and insure to the benefit of, the successors and assigns of the GRANTORS and the successors and assigns of the GRANTEE, and may be assigned in whole or part by the GRANTEE.

	IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and this, 2015.	easement
	GRANTOR(S)	
	Yates, Bolinder, & Yates	
	Money Satis  By: V. Morray Yates, Manager	
ACKNOWLEDGMENT		
	STATE OF UTAH )	
	:ss COUNTY OF SALT LAKE )	
	On the, 2015, personally appeared before L. Morray Yates, Manager of Yates, Bolinder, & Yates, LLC, the signer of the within instrument, who duly acknowledged to me that he executed the same as said Manager of YATES, BOLINDER, & YATES, LLC, by authority.	
	Notary Public	Nic IDISON 2537 xpires 017 tah
	My Commission Expires: Dec. 11, 2017 Residing in: Balt Cake City Wal	

Page 2 of 2