

4454782

This agreement is entered into this 24<sup>th</sup> day of October, 1986 by and between Winegar Brothers Foodstore; Winegar Brothers Partnership, hereinafter known as Grantor, and Curtis Investment Corporation; David L. Curtis, hereinafter known as Grantee.

Grantor hereby issues to Grantee, his successors in interests and/or assigns a perpetual right-of-way for the purpose of constructing a storm drain line on that certain parcel of property more particularly described as:

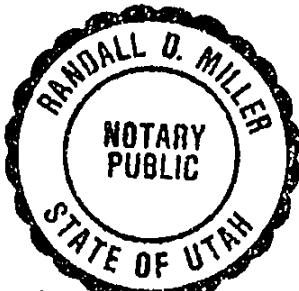
Beginning at a point 5.00 feet East along property line from the Southwest corner of Grantors' land; said point being South 0 degrees 21'13" East 532.99 feet along Section Line and South 89 degrees 56'11" West 446.15 feet along Grantors' South property line from the East Quarter Corner of Section 7, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0 degrees 26'56" West 493 feet along the face of an existing high-back curb and gutter and its Northerly projection to the South line of 9800 South Street; thence North 89 degrees 56'11" East 200.00 feet along said South line to a point 5.00 feet East of an existing storm drain pipe; thence South 0 degrees 26'56" East <sup>10.00</sup> feet; thence South 89 degrees 56'11" West <sup>190.00</sup> feet to a point 10.00 feet East of said curb face; thence South 0 degrees 26'56" East <sup>483.00</sup> feet, parallel to said curb face, to Grantors' South property line; thence South 89 degrees 56'11" West 10.00 feet to the point of beginning.

Furthermore it is agreed that Grantee will resurface any excavated area with the same type of material that is presently in place and with quality workmanship.

Grantor and Grantee hereby agree that this agreement and Contract of right-of-way is perpetual in nature, and shall be binding upon their successors in interests and/or assigns.

Further as consideration for this right-of-way Grantee agrees to install at his expense, on the vacant lot owned by the Grantor, a storm drain pipe to allow Grantor to tie into the Sandy City Storm Drainage Ditch on the North side of 9800 South Street. Said drain pipe is to run the width of the vacant lot on the East side and then turn North and run to the outflow box which crosses 9800 South Street to said Sandy City Drainage Ditch.

IN WITNESS WHEREOF the parties hereto have executed this agreement this 24<sup>th</sup> day of October, 1986.



Signed before me this 24<sup>th</sup> day of October, 1986.

[Signature]  
Notary

Residing at: Salt Lake City UT

[Signature]  
Curtis Investment Corp.  
by David L. Curtis

[Signature]  
Winegar Brothers Partnership  
by Dee Winegar

My commission expires: 5/2/90

Address of Grantee:  
162 E. 4500 South  
Murray UT 84107  
Suite 101

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KATIE L. DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

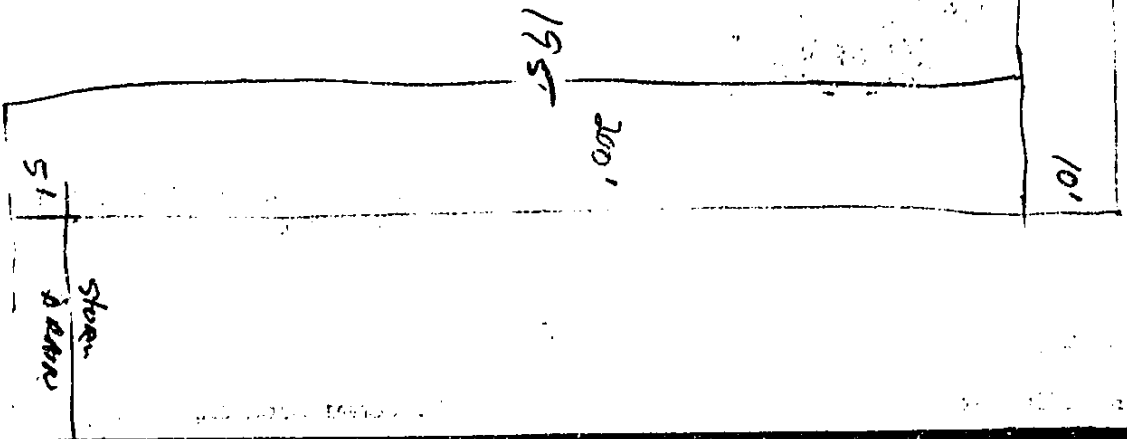
MAY 11 2 24 PM '87

Curtis Investment

REQ OF \_\_\_\_\_ DEP \_\_\_\_\_  
\$ \_\_\_\_\_

Rebecca Gray  
REBECCA GRAY

*Rebecca Gray*



38/42/01

488

493'

C.R.R.B.

5'

Proposed line