

WHEN RECORDED, MAIL TO:

W. Daniel English
3521 South Market Street
West Valley City, Utah 84119

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25 MAY 90 01:43 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: SHARON WEST , DEPUTY

GRANT OF EASEMENTS

THIS GRANT OF EASEMENTS is made and entered into this 24th day of May, 1990, by and between HEARTLAND WEST VALLEY COMMERCIAL LIMITED PARTNERS, a Minnesota limited partnership ("Heartland") and W. DANIEL ENGLISH ("English").

Recitals

A. English is the owner of certain real property situated in West Valley City, Salt Lake County, Utah and more particularly described in Exhibit "A", which is attached hereto and incorporated herein by this reference (the "English Property").

B. Heartland is acquiring from English a parcel of property adjacent to the English Property, and in connection therewith is willing to grant to English a non-exclusive easement for ingress, egress and parking over a portion of the certain other property owned by Heartland, in accordance with the terms and provisions thereof.

NOW, THEREFORE, in consideration of the sum of Ten Dollars and other good and valuable consideration, and the mutual covenants contained herein, the parties hereto agree as follows:

1. Grant of Easements. Heartland hereby grants and conveys to English a perpetual, non-exclusive easement and right-of-way for automobile parking, without charge, and for vehicular and pedestrian ingress and egress over certain property situated in Salt Lake County, State of Utah and more particularly described in Exhibit "B", which is attached hereto and incorporated herein by this reference (the "Easement Property"). Said easement shall be appurtenant to the English Property, as the dominant estate, bordering the Easement Property as the servient estate.

2. Easement Rights and Duties. Heartland shall have the right to designate those areas of the Easement Property which are for ingress and egress, and those areas of the Easement Property which are for parking. Heartland may change, from time to time, the location and the number of parking spaces situated on the Easement Property, and shall be responsible for the reasonable maintenance and repair of the Easement Property. The parties acknowledge that Heartland is in the process of improving the Easement Property and constructing certain buildings and other

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improvements to the property adjacent thereto. English shall not be entitled to exercise any of his easement rights over the Easement Property until all improvements thereto have been completed, which shall be no later than eighteen (18) months from the date hereof.

IN WITNESS WHEREOF, this Grant of Easements is executed as of the day and year first above written.

HEARTLAND WEST VALLEY COMMERCIAL LIMITED PARTNERS, a Minnesota limited partnership

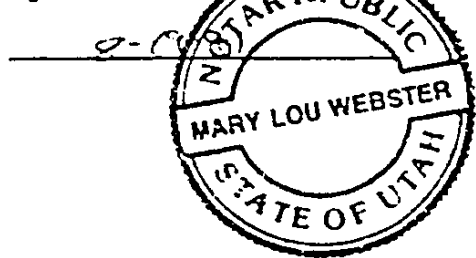
By: West Valley Management Corporation, its General Partner

By Michael L. Nielsen
Michael L. Nielsen
President

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

The foregoing instrument was acknowledged before me this 24th day of May, 1990, by Michael L. Nielsen, President of West Valley Management Corporation, General Partner of Heartland West Valley Commercial Limited Partners.

My Commission Expires



Mary Lou Webster
NOTARY PUBLIC
Residing at Blair Lake County, UT

EXHIBIT "A"

Description of English Property

A part of the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the East line of Market Street, being 592.000 feet South 89°53'20" West 183.00 feet South 00°00'20" West from the Northeast Corner of said Quarter Section; and running thence North 89°53'20" East 119.978 feet; thence South 00°00'44" West 90.952 feet; thence South 89°53'20" West 119.968 feet to said East line; thence North 00°00'20" East 90.952 feet along said East line to the point of beginning.

EXHIBIT "B"

Description of the Easement Property

A part of the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the South line of 3500 South Street being 330.00 feet South 89°53'20" West along the Section line and 48.00 feet South 0°00'44" West from the Northeast corner of said Northwest corner of said Northwest Quarter of Section 33; running thence South 0°00'44" West 135.00 feet to the North line of an existing parking easement; thence South 89°53'20" West 142.00 feet; thence North 0°00'44" East 9.05 feet; thence North 89°53'20" East 117.00 feet; thence North 0°00'44" East 125.95 feet to the said South line of 3500 South Street; thence North 89°53'20" East 25.00 feet along said South line to the point of beginning.