

## AGREEMENT FOR RELEASE AND GRANT OF EASEMENTS

THIS AGREEMENT (the "Agreement"), is made and entered into as of this 3 day of AUGUST, 2020, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the "County"), and CARRINGTON SQUARE, L.L.C., 11650 S State St, Ste 300 Draper, UT 84020 (the "Owner"). The County and the Owner are sometimes referred to herein singularly as a "Party" and collectively as the "Parties" with respect to the following:

### RECITALS

A. The County possesses an easement across real property owned by Owner in Salt Lake County. The easement was granted in 1984 to maintain the County's storm water system (the "Original Easement").

B. Salt Lake County Flood Control has determined that it no longer needs a portion of the Original Easement.

C. Owner has requested that the County release the portion of the easement that is no longer needed so that they can utilize the underlying property.

D. The County is willing to release the portion of the Original Easement on Owner's property that is no longer needed in exchange for the Owner granting to the County a small easement on an adjacent portion of Owner's property where Owner will construct new stormwater infrastructure (the "New Easement"). Owner has also agreed to pay the County \$150.00, the minimum fee charged for real estate transactions, for the release of the Original Easement.

### TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and covenants set forth therein, the Parties agree as follows:

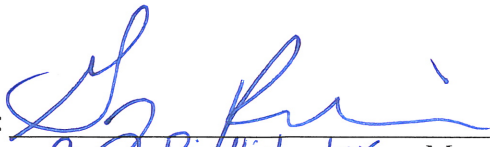
1. Owner shall grant and convey to the County the New Easement by signing and delivering the Easement in the form attached hereto as Exhibit A. Owner also shall construct new stormwater infrastructure to the satisfaction of Salt Lake County Flood Control and pay \$150.00 to the County, the minimum fee charged for real estate transactions, for the release and reconveyance of the Old Easement.
2. Upon receipt of the signed New Easement from Owner, and completion of the new stormwater infrastructure to the satisfaction of Salt Lake County Flood Control and the \$150.00 payment, the County shall release and reconvey the Old Easement to Owner by signing and delivering to Owner the Release of Easement in the form attached hereto as Exhibit B.
3. Each Party shall bear its own cost for recording expense.

IN WITNESS WHEREOF, this Agreement shall be dated and effective on date and year first above written.

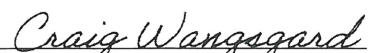
SALT LAKE COUNTY

By: \_\_\_\_\_  
Mayor or Designee

CARRINGTON SQUARE, L.L.C.

By:  \_\_\_\_\_  
Greg Rindlisbacher, Manager of  
Carrington Square, L.L.C.

Approved as to Form

  
Craig Wangsgard, July 23, 2020  
Deputy District Attorney

**Exhibit A**  
**EASEMENT**

**Exhibit B**  
**RELEASE OF EASEMENT**