

Recorded NOV 19 1968 at 2:04 p.m.
Request of UNIVERSITY OF UTAH
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
BY *[Signature]*
Ref. 1130 Annex Bldg. University of Utah

2267674

EASEMENT FOR RIGHT OF WAY

The UNIVERSITY OF UTAH, a body corporate and politic of the State of Utah, hereinafter referred to as "GRANTOR", hereby conveys and grants to the FORT DOUGLAS CLUB, a non-profit organization of the State of Utah, hereinafter referred to as "GRANTEE", an Easement and Right of Way for the construction and maintenance of a sewer line over, across and upon the land of the Grantor situated in Salt Lake City, State of Utah, at the location specifically described in the schedule hereto attached and by reference made a part hereof.

This Easement is granted subject to the following conditions and limitations:

1. Grantee will install, operate and maintain said sewer line without cost or expense to the Grantor and in such a manner as shall not interfere with the operations of Grantor and of the surface use of the property in question nor obstruct travel on any roadway crossing the same.
2. The use and occupation of said land incident to the exercise of the privileges herein granted shall be subject to such rules and regulations as the University of Utah may from time to time prescribe.
3. Grantee shall maintain said line and cause it to be inspected at reasonable intervals and shall immediately repair any leaks which are found therein. Upon completion of the installation of said line and the making of any repairs thereto, the premises shall be restored immediately by the Grantee at its own expense to the same condition as that in which they existed prior to the commencement of such work.
4. Any property of the Grantor or of any third person injured, damaged or destroyed by the Grantee incident to the use and occupation of said premises shall be promptly repaired or replaced by the Grantee or at the option of the Grantor such damages shall be paid for in an amount sufficient to compensate for the loss sustained.
5. Grantor reserves to itself the right to construct, use and maintain across, over and/or under the right of way hereby granted all facilities that

it may choose so to do in such manner as not to create any unreasonable interference with the use of the right of way herein granted.

6. The University shall not be responsible for any damages to property or injuries to persons which may arise from or be incident to the use and occupation of the premises in connection with the right of way herein granted and Grantee hereby agrees to save and hold the Grantor harmless from any and all claims in respect thereto.

7. In the event Grantor shall find it necessary to have use of a sewer line facility at or near the line maintained by Grantee, Grantor shall have the right to connect to such sewer line and to use the same so long as the use by Grantor shall not limit, restrict or unreasonably interfere with the use of such line by Grantee.

8. In the event all or any portion of said land occupied by said line shall be needed by the Grantor or should the existence of such line be considered detrimental to the activities of Grantor on said property, Grantee shall, from time to time, upon written notice so to do and as often as may be required, remove said line and related facilities to another location or locations on Grantor's land as may be designated by it and in the event said line shall not be thus removed or relocated within ninety (90) days after Grantee's receipt of said notice, Grantor may cause this Easement to be terminated and cancelled.

9. This Easement may be terminated and cancelled by Grantor upon written notice to the Grantee if the Grantor shall determine that the right of way herein granted interferes with the use and occupation of the land by Grantor and that the same is necessary for its exclusive use and enjoyment. In such event Grantor will provide Grantee with an alternative, practical right of way over Grantor's land for the relocation of said sewer line at Grantee's expense, and subject to all the terms and conditions herein set forth. Said Easement may be terminated by Grantor for failure, neglect or refusal by Grantee fully and promptly to comply with any and all conditions of this grant or for non-use and abandonment.

10. Upon expiration and termination of the Easement herein granted, Grantee shall, without expense to Grantor, remove said sewer line from said land and restore the premises in a condition satisfactory to Grantor.

11. The conditions of this Easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the Grantee.

IN WITNESS WHEREOF the University of Utah has caused this Easement to be executed by its duly authorized agent this 11th day of January, 1965.

UNIVERSITY OF UTAH

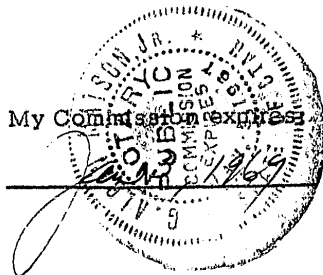
BY: *Royden G. Derrick*
Chairman of the Board of Regents

ATTEST: *Richard L. Bradley*
Secretary

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 11 day of January, 1965 personally appeared before me ROYDEN G. DERRICK, Chairman of the Board of Regents of the University of Utah, a body corporate and politic, who duly acknowledged to me that the foregoing instrument was signed by him as Chairman of the Board of Regents of the University of Utah pursuant to a resolution of said Board and the said Royden G. Derrick duly acknowledged to me that the said University of Utah executed the foregoing document.

William M. Johnson
Notary Public
Residing at Salt Lake City, Utah



Centerline Description for Sanitary Sewer Easement by the
University of Utah to the Fort Douglas Club

Beginning at a point on the north property line of the University of Utah, said point bearing South $89^{\circ} 57' 42''$ West 272.3 feet from U. S. Government Monument Number 11, an existing concrete cone with a $2\frac{1}{2}$ inch brass disc (Monument U.S.-11 is 1,335.31 feet north and 3,937.77 feet east of the northwest corner of section No. 4 Township 1 South, Range 1 East, Salt Lake Base and Meridian); thence South $73^{\circ} 49'$ West 64.3 feet to an existing sanitary sewer manhole to be known as point "A" and shown on Drawing A-3505, dated June 5, 1964, and on file at the University of Utah in the Department of Physical Plant and Operations (Manhole A bears South $86^{\circ} 54'$ West 334.5 feet from Monument U.S.-11); thence from said point "A" the following two legs:

1. North 18.1 feet to the north property line of the University of Utah.
2. North $89^{\circ} 49'$ West 462.5 feet to an existing sanitary sewer manhole to be known as point "B"; thence South $41^{\circ} 58'$ West 312.4 feet to an existing sanitary sewer manhole to be known as point "C"; thence South $57^{\circ} 40'$ West 368.74 feet, more or less, to the west property line of the University of Utah, as marked by the line between Monuments U.S.-9 and U.S.-10.

Exception to leg 2. That certain strip of land situated within the afore-described easement but belonging to an adjacent property owner and being further described as follows:

Beginning at a point South $57^{\circ} 40'$ West 191.22 feet from the afore-described point "C", thence South $57^{\circ} 40'$ West 146.3 feet.