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Presented to the Board of Commissioners  
AND APPROVED

MAR 8 1967

*Herman J. Rogerson*  
CITY RECORDER

Recorded AUG 1 - 1967 at 3:31 P. m.  
Request of SALT LAKE CITY Auditor  
Fee Paid HAZEL TAGGART CHASE  
Recorder, Salt Lake County, Utah  
\$ NO FEE. By *J. Rogerson* Deputy  
Ref. \_\_\_\_\_



EASEMENT AND RIGHT OF WAY

SALT LAKE CITY, a municipal corporation of the State of Utah, Grantor, hereby grants and conveys to PROGRESSIVE DEVELOPMENT CORPORATION, a Utah Corporation, Grantee, for valuable consideration, an easement to construct a drain line on the following described property, all of which described property lies within Salt Lake County, State of Utah, to-wit:

Beginning at a point which is South 89°54'12" West 51.05 feet; South 49°42' West 368.46 feet more or less and North 42°06' West along the Southwesterly line of Gordon Lane 6.03 feet from the Southwest corner of Lot 5, Block 7, ten acre Plat "A", Big Field Survey, in Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being 1484.74 feet more or less North and 1883.56 feet more or less West from the Southeast corner of Lot 1, said Block 7, and running thence South 71°32' West 82.44 feet; thence North 10°00' East 11.37 feet; thence North 71°32' East 72.70 feet to the Southwesterly line of Gordon Lane; thence South 42°06' East 10.91 feet along said line to the point of beginning.

This easement is granted subject to the following express conditions and terms.

1. The Grantee accepts this easement subject to the condition that if at any time it should become necessary for future development of the city property the Grantee will relocate said drain line at its own expense.
2. The Grantor assumes no responsibility whatsoever for the maintenance, upkeep or replacement of the drain line to be constructed upon the above property.
3. Upon completion of the installation of said drain line or any repairs or replacement to the same, the Grantee, at its own expense, shall restore the surface of the above described land to its present condition as nearly as is reasonably possible.

4. By acceptance of this easement grant, the Grantee assumes and agrees to be responsible for any and all damage of whatsoever nature which may occur to the city property or any facilities belonging to the Grantor as a result of the construction, operation and maintenance of said drain line.

5. The Grantee further agrees by acceptance of this easement to indemnify and hold the Grantor harmless for any damage or loss which may occur to third parties as a result of the construction, operation and maintenance of said drain line, over and across the above described property.

WITNESS the hand of said Grantor this 8th day of March, 1967.

SALT LAKE CITY CORPORATION

By [Signature]  
MAYOR

[Signature]  
CITY RECORDER

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

On the 8th day of March, 1967, personally appeared before me J. Bracken Lee and Herman J. Hogensen, who being by me duly sworn, did say that they are respectively the Mayor and City Recorder of Salt Lake City Corporation, and that said instrument was signed in behalf of said corporation by authority of a motion of its board of commissioners passed on the 8th day of March, 1967; and said persons acknowledged to me that said corporation executed the same.

[Signature]  
Notary Public, residing at  
Salt Lake City, Utah

Commission Expires:  
Sept 28, 1968

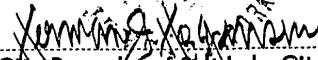


STATE OF UTAH }  
COUNTY OF SALT LAKE } ss

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I, Herman J. Hogensen, City Recorder of Salt Lake City, Utah, do hereby certify that the attached EASEMENT & RIGHT OF WAY from PROGRESSIVE DEVELOPMENT CORPORATION was duly approved and accepted by the Board of Commissioners of Salt Lake City, Utah, this 8th day of March, A.D. 1967.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Salt Lake City, Utah, this 27th day of July, A.D. 1967.

  
City Recorder of Salt Lake City, Utah