

When Recorded, Return to:  
Equity Homes, Inc.  
2293 Walker Lane  
Salt Lake City, Utah 84117

750  
Reynae Harper

GUARANTEE  
DEP  
DEC 31 4 05 PM '92

#1  
KATHLEEN  
REGORRELL  
SALT LAKE COUNTY  
UTAH

3744898

EASEMENT

THIS EASEMENT is created this 31<sup>ST</sup> day of December, 1982, by EQUITY HOMES, INC., as Owner of the property described on Exhibit "A" and is based upon the following facts:

A. Upon development of the property described as Parcel 1 on Exhibit "A", a storm drain was installed parallel to Redwood Road and running along the east side of the property, terminating near the north end of the property described as Parcel 1 on Exhibit "A".

B. The storm drain referred to in A above was designed to accommodate also the storm drainage from the property described as Parcel 2 on Exhibit "A" when that property becomes developed.

C. The undersigned now desires to sell the property described as Parcel 1 on Exhibit "A" and therefore desires to create an easement on and under the property described as Parcel 1 in favor of the property described as Parcel 2 on Exhibit "A".

NOW, THEREFORE, Equity Homes, Inc. hereby declares the following easement, which shall be for the benefit of the property described as Parcel 2 on Exhibit "A" and which shall burden the property described as Parcel 1 on Exhibit "A", which easement shall run with the land and shall be binding upon the present owners and their successors and assigns as follows:

1. There is hereby created an easement in favor of the Parcel 2 property for connection to and storm drainage through the storm drain presently installed on the Parcel 1 property. This easement shall be of sufficient width to enable the owner of the Parcel 2 property to connect to the existing storm drain on the Parcel 1 property. Such connection shall, however, be done in such a way as to not unreasonably interfere with traffic entering the Parcel 1 property and the surface of the Parcel 1 property shall be promptly restored to its condition prior to the connection being made. After the connection has been made, the

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owner of the Parcel 2 property shall have the right and the easement to enter upon the Parcel 1 property for purposes of repairing and maintaining the connection.

2. In the event that the storm drain running through the Parcel 1 property is insufficient to handle the drainage from the Parcel 1 property and the Parcel 2 property, an easement is hereby granted to the owner of the Parcel 2 property to enter on the Parcel 1 property to revise the drain. However, any expense connected with revising the drain shall be borne by the owner of the Parcel 2 property and any such revisions shall be made in such a way as to not unreasonably interfere with traffic to and from the Parcel 1 property.

3. The owner of the Parcel 2 property shall indemnify and hold harmless the owner of the Parcel 1 property from any liability incurred by the owner of the Parcel 2 property while exercising its rights to enter upon the Parcel 1 property under this easement declaration, which indemnity shall include costs of action and reasonable attorney fees.

4. Should any dispute arise over the capacity of the existing storm drain, the respective parcel owners shall accept as binding the decision on that capacity made by a privately practicing civil engineer designated by the City Manager of the city of West Jordan.

EXECUTED on the day and year first above written.

EQUITY HOMES, INC.

By *Bruce Anderson*  
Its *Co-President*

STATE OF UTAH            )  
                                  : ss  
COUNTY OF SALT LAKE    )

On the 31<sup>ST</sup> day of December, 1982 personally appeared before me *Bruce Anderson*, who being by me duly sworn did say that he is the *Co-President* of Equity Homes, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of

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directors and said Bruce Anderson duly acknowledged to me  
that said corporation executed the same.

Quita Morse  
Notary Public  
Residing at: Salt Lake City, Utah

My Commission expires:

3-8-86

#58jr

NO NOTARY SEAL

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## EXHIBIT "A"

### PARCEL 1:

BEGINNING AT A POINT ON THE WEST LINE OF REDWOOD ROAD, SAID POINT BEING S 0° 03' 25" E ALONG THE SECTION LINE 196.86 FEET AND S 89° 56' 35" W 53.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S 0° 03' 25" E ALONG SAID WEST LINE 511.00 FEET; THENCE N 89° 54' 10" W 200.00 FEET; THENCE S 0° 03' 25" E 200.00 FEET; THENCE S 89° 54' 10" E 200.00 FEET TO THE WEST LINE OF REDWOOD ROAD; THENCE S 0° 03' 25" E ALONG SAID WEST LINE 75.00 FEET; THENCE N 89° 54' 10" W 307.00 FEET; THENCE N 0° 03' 25" W 185.00 FEET; THENCE N 89° 54' 10" W 273.51 FEET; THENCE N 0° 07' 24" E 758.00 FEET TO THE SOUTH LINE OF 7000 SOUTH STREET; THENCE S 89° 54' 10" E ALONG SAID SOUTH LINE 452.15 FEET; THENCE S 0° 05' 50" W 157.34 FEET; THENCE N 89° 56' 35" E 126.40 FEET TO THE POINT OF BEGINNING.

### PARCEL 2:

Beginning at a point on the West right of way line of Redwood Road, said point beginning South 0° 03' 25" East 983.00 feet and North 89° 54' 10" West 33.00 feet from the North Quarter Corner of Section 27, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence South 0° 03' 25" East 335.985 feet along said West line; thence West 602.15 feet to the East line of Richland Estates No. 1 Subdivision; thence North 0° 07' 24" East 522.00 feet along said East line; thence South 89° 54' 10" East 273.507 feet; thence South 0° 03' 25" East 185.00 feet; thence South 89° 54' 10" East 327.00 feet to the point of beginning.