

When Recorded Return To:

Robertson Homes
6653 Embury Ave.
Oakland, Calif 95201

1050

SECURITY TITLE CO.
REF. _____
JUL 26 10 31 AM '83

KALIE L. BROWN
RECORDED
SALT LAKE COUNTY
UTAH

EASEMENT

3822426

Sewer Pipeline

THIS EASEMENT AGREEMENT is made and entered into as of the 6th day of July, 1983, by and between EASTON BLAKE and BARBARA H. BLAKE his wife ("Grantors") and ROBERTSON HOMES, a division of CATWIL CORPORATION ("Grantee").

WHEREAS, Grantors are the owners of that certain real property situated in Salt Lake County, State of Utah as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("Grantors' Property"); and

WHEREAS, Grantee desires that Grantors grant Grantee a an easement for the purpose of locating a sanitary sewer pipeline on a portion of Grantors' Property, and for the purpose of allowing Grantee to connect such pipeline to Grantor's existing sewer pipeline;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Grantee agree as follows:

1. Grantors hereby grant, bargain, sell and convey to Grantee, its successors and assigns, a perpetual easement to construct, operate, repair, maintain, replace and use an underground sewer pipeline and related mains, valves and other appurtenances, as are reasonably necessary to service those

SECURITY TITLE CO.
C/T No. 218-389

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certain improvements to be located on Grantee's real property located north of Grantors' Property ("Grantee's Property"), over, under and across a portion of the Grantors' Property (the "Easement"), which Easement is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference. Grantors further grant to Grantee the right to connect the aforementioned sewer pipeline to Grantor's existing sewer pipeline located at the southern portion of the Easement.

2. Grantee shall at all times have the right of full and free ingress and egress to the Easement over Grantors' Property for the purposes heretofore specified.

3. Grantee shall pay Grantors the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) as a sewer pipeline connection fee, which sum shall be due and payable within seven (7) days following Grantee's receipt of a building permit from West Valley City for construction of an apartment complex to be located on Grantee's Property.

4. The Easement and rights and obligations contained herein shall be appurtenant to Grantee's Property, shall run with the land and shall inure to the benefit and bind the owners of Grantee's Property and the owners of Grantors' Property.

5. In the event that legal proceedings are brought or commenced to enforce any of the terms of this Agreement, the successful party in such action shall be entitled to receive and shall receive from the defaulting party, a reasonable sum as attorneys' fees and costs, to be fixed by the court in the same action.

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IN WITNESS WHEREOF, this Agreement is executed as of
the date first above written.

Easton Blake
EASTON BLAKE

Barbara H. Blake
BARBARA H. BLAKE

"Grantors"

ROBERTSON HOMES
a division of CATWIL CORPORATION

By: *[Signature]*
Its: *David W. Fisher* Grantee"

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 6th day of JULY, 1983, personally
appeared before me Barbara H. Blake, the signer of the
foregoing instrument, who duly acknowledged to me that she
executed the same.

[Signature]
NOTARY PUBLIC
Residing at: SALT LAKE

My Commission Expires:

Nov. 15, 1986

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

On the 6th day of July, 1983, personally
appeared before me Easton Blake, the signer of the foregoing
instrument, who duly acknowledged to me that he executed the
same.

W. Easton Blake
NOTARY PUBLIC
Residing at: SALT LAKE

My Commission Expires:

Nov. 15, 1986

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

On the ____ day of _____, 1983, personally
appeared before me _____ and _____,
who, being by me duly sworn, did say that they are the
_____ and _____, respectively of
Robertson Homes, a division of Catwil Corporation, that said
instrument was signed in behalf of said corporation by
authority of its by-laws or a resolution of its board of
directors, and said _____ and
_____ acknowledged to me that said
corporation executed the same.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

0058h
EMH

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EXHIBIT "A"

BEGINNING at a point on the North line of 4700 South Street, said point being East 623.44 feet and North 53.00 feet from the Southwest Corner of the Southeast Quarter of the Southwest Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 466.69 feet; thence West, parallel to the North line of 4700 South Street, 466.69 feet; thence South 466.69 feet to the North line of 4700 South Street; thence East 466.69 feet along the said North line to the point of BEGINNING.

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EXHIBIT "B"

Attach a legal description of the Easement.

Beginning at a point 1470.2 ft. N 89°51'30" E and N 0°01'27" W, 213.0 ft.
from the SW Cor Sec 4 T2S R1W S.L.C. & M. Running N 0° 01'27" W,
20.0 ft. thence N 89°51'30" E, 25.0 ft. thence 50° 01'27" E
20.0 ft., thence S 89° 51'30"W 25.0 ft. to the point of beg.

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