

5458524  
22 MARCH 93 10:31 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
DON DALTON  
PO BOX 131 SLC, UT 84110  
REC BY: REBECCA GRAY DEPUTY

201

WHEN RECORDED, MAIL TO:

DONALD F. DALTON  
331 RIO GRANDE STREET, THIRD FLOOR  
SALT LAKE CITY, UTAH 84101

NOTICE OF EASEMENT

DAN NELSON hereby gives notice of a claim of a non-exclusive easement for construction of a sewer line along the north five (5) feet of the following described property:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK 32, PLAT "E", SALT LAKE CITY SURVEY, AND RUNNING THENCE NORTH 31 DEGREES 45 MINUTES WEST 112.83 FEET; THENCE EAST 63.0 FEET; THENCE SOUTH 4.0 FEET; THENCE EAST 10.0 FEET; THENCE NORTH 11.58 FEET; THENCE EAST 89.5 FEET; THENCE SOUTH 91.59 FEET; THENCE WEST 185.0 FEET TO THE POINT OF BEGINNING.

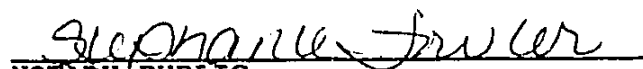
This easement is reflected in that handwritten agreement dated March 10, 1988, by and between Christensen & Kimball Partnership and Daniel Nelson, a copy of which is attached hereto as Exhibit "A", for the use and benefit of that certain parcel of real property lying north and east of the above described property, as more particularly set forth on Exhibit "A".

DATED this 19 day of March, 1993.

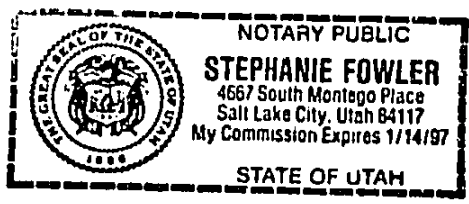
  
\_\_\_\_\_  
DAN NELSON

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

On the 19<sup>th</sup> day of March, 1993, personally appeared before me DAN NELSON, who being by me duly sworn, did say that he is the signer of the within and foregoing instrument and that he executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing At: Salt Lake

My Commission Expires:  
Jan. 14 1997



5458524

BK6622FG2344

EXHIBIT "A"

Agreement.

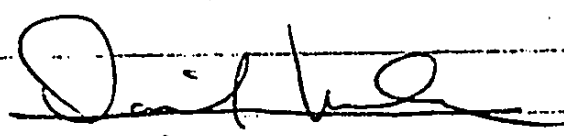
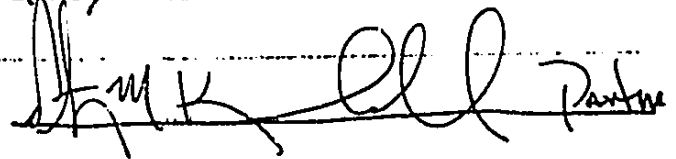
This Agreement is made between Christensen & Kimball Partnership, "Christensen" and Daniel Nelson, "Nelson" this 10<sup>th</sup> day of March, 1988.

BK6622FG2345

It is agreed between the above parties that "Christensen" may take excavation Equipment across "Nelson's" property to excavate their Property. And that the material excavated may be deposited on "Nelson's" property.

"Christensen", subject to the excavation work being done, agrees to grant Nelson an easement for a sewer line against the North Property line, and not to exceed five (5) feet into such property from the north property line. Nelson agrees that if, he were to use such easement that he would repair any damage, would not cause any hardship and would repair the hillside to as near its original form as possible.

"Nelson" and "Christensen" represent that they are the Fee owners of the respective properties as outlined & on the attached plat.

3-10-88

3-10-88

SCHEDULE A

Commitment No. C70412

Effective Date: August 18, 1987 at 8:00 A M

2. Policy to be issued:

"ALTA" Owners' Policy  
Form B-1970 (Amended 10-17-70)

TBP

Proposed Insured:

C & K PARTNERSHIP

3. The estate or interest in the land described or referred to in this Commitment and covered herein is

Fee Simple

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

SUMMIT SAVINGS

5. The land referred to in this Commitment is situated in the State of Utah, County of Salt Lake and is described as follows:

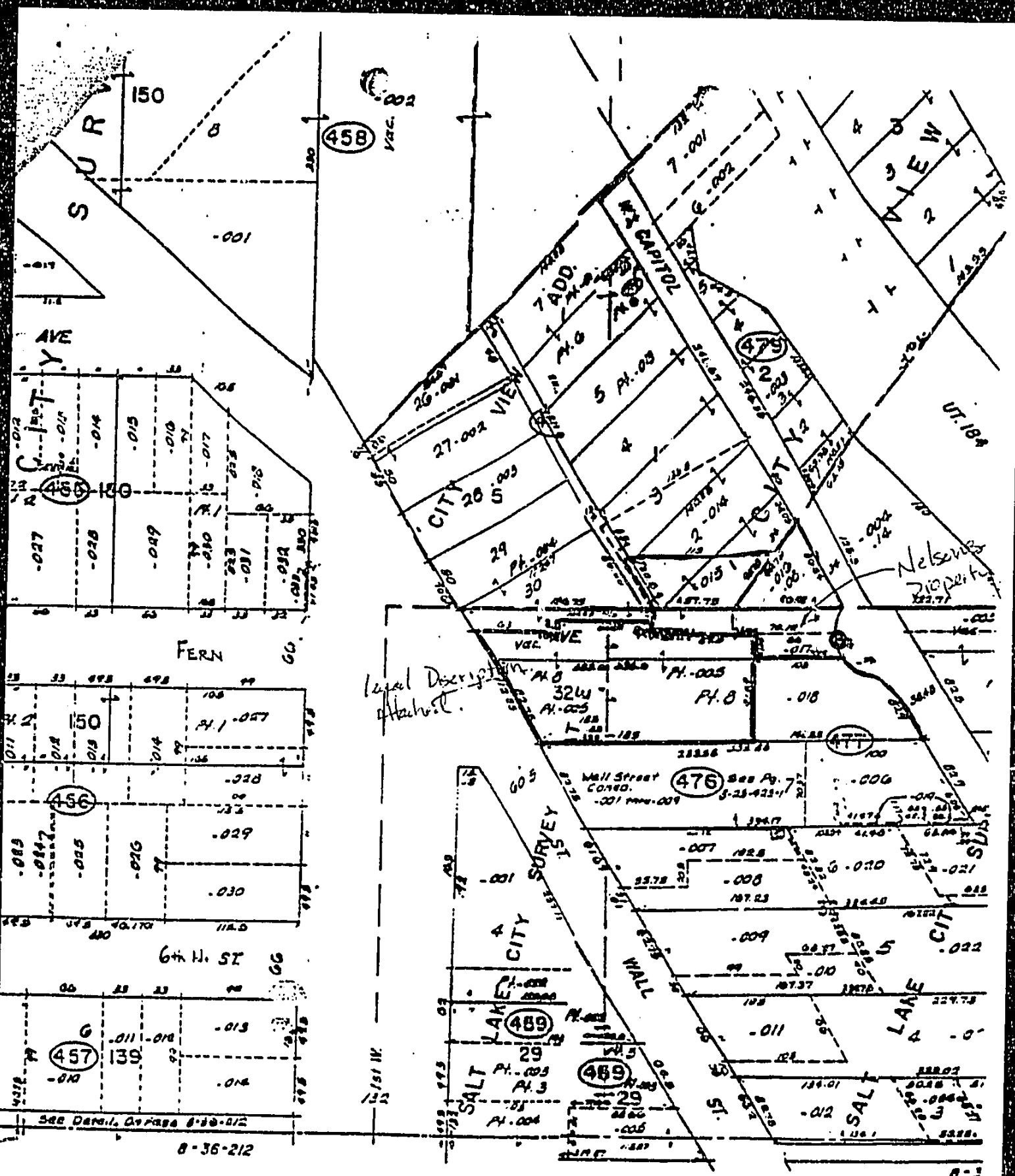
BEGINNING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK 32, FLAT "E", SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 31 DEGREES 28 MINUTES WEST 112.93 FEET, THENCE EAST 63.0 FEET THENCE SOUTH 4.0 FEET, THENCE EAST 10.0 FEET, THENCE NORTH 11.58 FEET, THENCE EAST 81.0 FEET, THENCE SOUTH 11.56 FEET, THENCE EAST 89.5 FEET, THENCE SOUTH 91.59 FEET, THENCE WEST 165.0 FEET TO THE POINT OF BEGINNING.

For Information Only  
Property address:

720 NORTH WALL AVENUE  
SALT LAKE CITY, UTAH 84101

NON COPY-  
CAL RECORDED

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8-25-423+425-105

8-25-423+425

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