

S/D 539

When Recorded Return to  
 Mr. William E. Kenworthy, Jr.  
 Salt Lake County Sewerage  
 Improvement District No. 1  
 P.O. Box 908  
 Draper, Utah 84020

The Fort Douglas Club  
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5804309  
 04/26/94 10:34 AM\*\*\*NO FEE\*\*\*  
 KATIE L. DIXON  
 RECORDER, SALT LAKE COUNTY, UTAH  
 SL CO SEWERAGE IMPRV DIST 1  
 REC BY:D KILPACK ,DEPUTY - WI

## EASEMENT

A portion of the Northeast Quarter of Section 28, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey. For the Gingerbrook Sewer Outfall Line, Section 539.

For the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTOR(S) hereby grant, convey, sell, and set over unto the Salt Lake County Sewerage Improvement District No. 1, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipe lines, manholes, laterals, and other sewer collection and transmission structures and facilities, hereinafter called Facilities, insofar as they lie within the property of the GRANTOR(S), said right-of-way and easement, being situate in Salt Lake County, State of Utah, over and through a parcel of the GRANTOR'S land lying within a strip twenty (20) feet wide, said strip extending ten (10) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

RECORDED COPY  
REC'D BY

Beginning at the point of intersection of the proposed sewer line and the east line of the GRANTOR's property and the east line of said Section 28, said point lying Northerly 501.8 feet, more or less, from the East Quarter corner of said Section 28; and running thence S. 76° 58' 16" W. 320.9 feet; thence S. 82° 21' 21" W. 199.6 feet, more or less, to a point lying Northwesterly 10 feet perpendicularly from the projected north line of the Gingerbrook Estates Subdivision Amended; thence S. 70° 14' 58" W., parallel to and Northwesterly 10 feet from the north line of said subdivision, 433.0 feet, more or less, to a point lying Westerly 10 feet from the projected west line of the Gingerbrook Estates Subdivision Amended; thence S. 0° 09' 26" W., parallel to the projected west line of said subdivision, 10.6 feet, more or less, to a south line of the GRANTOR's property.

Contains: 0.4427 acres (approx. 964.1 l.f.).

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress in said GRANTEE, its officers, employees, representatives, agents, and assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said Facilities. During construction periods, GRANTEE and its agents may use such portions of GRANTOR'S property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of said Facilities. The contractor performing the work shall restore all property through which the work traverses, to as near its original condition as is reasonably possible.

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GRANTOR(S) shall have the right to use said premises except for the purpose for which this right-of-way and easement is granted to the said GRANTEE, provided such use shall not interfere with the Facilities or with the collection and conveyance of sewage through said Facilities, or any other rights granted to the GRANTEE hereunder.

GRANTOR(S) shall not build or construct or permit to be built or constructed any building over or across said right-of-way, nor change the contour thereof in excess of three feet without the written consent of GRANTEE. GRANTEE hereby consents that GRANTOR(S) may construct roads, waterlines, curb, gutter, sidewalks and storm drains at GRANTOR'S expense across the easement where necessary in connection with GRANTOR'S development of the property, provided the use of the Facilities is not impaired, damaged or disturbed thereby. This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR(S) and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

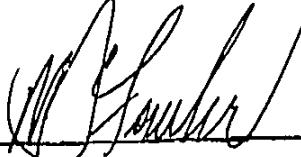
GRANTEE shall not have the right to relocate the manholes on the golf course for any reasons and shall not allow further mainline connections to the described line to allow for further development.

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SEARCH COPY

IN WITNESS WHEREOF, the GRANTOR(S) have executed their right-of-way and easement this 4th day of February, 1993.

County Parcel No.      Acreage      GRANTOR(S)

28-28-276-004      0.4427  
(964.1 l.f.)

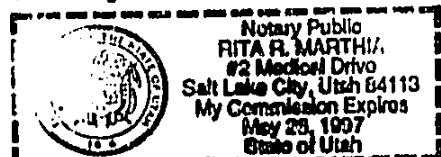
By: 

Title: PRESIDENT

STATE OF UTAH      )  
: ss  
COUNTY OF SALT LAKE )

On the 4th day of February, 1993, the signer(s) MICHAEL FOWLER, of the above instrument, personally appeared before me and duly acknowledged to me they executed the same.

 Notary Public



My Commission Expires: 5-26-97

Residing in: SALT LAKE CITY

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