

8924192
 12/15/2003 03:40 PM 60.00
 Book - 8923 Pg - 6032-6035
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 RAY GUINNEY & NEBEKER
 PO BOX 45385
 SLC UT 84145-0385
 BY: JIM DEPUTY, JR.

SUMP & DRAIN AGREEMENT

Whereas the Royal Lane Homeowners Association, a Utah non-profit corporation, (hereafter the "Association") maintains certain "Common Areas" and facilities in the Royal Lane Subdivisions Nos. 1 & 2, and adjacent areas, more particularly described in Exhibit "A" to this Agreement; and

Whereas Alexander and Sandra Theodore (hereafter "Theodores") are the owners of Lot No. 24, Royal Lane Subdivision No. 1; and

Whereas Theodores are desirous of collecting and removing surface waters which collect in their driveway and front yard, and

Whereas the Association is desirous of diverting surface waters from the Common Areas to eliminate puddles and other traffic hazards;

And in consideration of the payment to Theodores of the sum of \$1,157.00 as full reimbursement of the costs of constructing a sump drain on the Northwest corner of Lot 24, Royal Lane Subdivision No. 1, and other valuable consideration provided by the Association to Theodores as hereinafter detailed, Theodores hereby grant, convey and assign forever unto the Association a permanent easement for the construction of a sump drain and diversion of surface waters which may flow or collect upon the roadway immediately adjacent to the said Lot 24, Royal Lane Subdivision No. 1, together with an easement to enter upon the said Lot 24 for the purpose of maintaining, cleaning, deepening, and repairing the sump and any pipelines, pumps and drains, including the right to remove any obstructions or clogs (such as rocks, roots, or overgrown vegetation) in order to maintain drains of adequate and sufficient size to effectively intercept, drain, and collect the surface waters which accumulate from time to time on the said Common Areas, **PROVIDED HOWEVER** that the Association shall bear all expense attributable to such maintenance, repair, deepening, or cleaning of the sump, and the Association shall promptly restore any excavated areas, landscaped areas, or other disturbed areas.

It is further agreed that the Association shall have the right to divert surface waters into the sump and drain at the point at the extreme north western corner of Lot 24, Royal Lane Subdivision No. 1. The Association agrees and covenants to bury drains and pipelines, if any, and otherwise to conceal such drains and pipelines from public view and to restore any disturbance to the Theodores landscaping and otherwise to maintain the sump at the sole expense of the Association.

The Association agrees and covenants with Theodores to wholly indemnify and hold Theodores harmless from all expense, liability and damage which may hereafter accrue as a direct or indirect consequence of the diversion of surface waters into the sump and drain, and the Association covenants and agrees not to divert excessive volumes of surface waters into the sump and drain so as to create a nuisance or otherwise to create a flood danger to Theodores' house or property, provided however, that the Association shall be permitted to enter upon the said Lot 24, Royal Lane Subdivision No. 1 to deepen and clean the sump from time to time so as to maintain and enhance its attractiveness and usefulness both in controlling surface waters and in enhancing the beauty of the Theodores' property, and provided further that the Association shall not be required to maintain the Theodores' yard, lawns, or flowers, or otherwise provide normal maintenance of the area immediately surrounding the sump and the drains. Moreover, the Association shall not, by this Agreement, be deemed to have assumed any liability or responsibility for any damage which Theodores may hereafter incur from any surface waters, as a direct or

indirect result of the sump, or as a result of the diversion of surface waters into the sump, it being understood that the sump was constructed, installed and designed by Theodores or at the Theodores' direction and under their supervision, and that each property owner has the personal responsibility to purchase and maintain insurance to cover losses incurred as a result of damage from surface waters. The Association has no obligation to construct or maintain facilities to alleviate, prevent or mitigate damage to adjacent property as a result of flooding by surface waters. The sole obligation of the Association, as an incident of this Agreement, is to clean and repair the sump from time to time in order that moderate amounts of surface water accumulating from time to time in the Common Areas may drain into the ground.

Theodores agree that such sump and drains shall always be kept open, insofar as possible, so as to drain the excess surface waters which may accumulate on the Common Areas, and Theodores agree that they and their successors in interest shall conduct inspections from time to time to determine if the sump is open and functioning properly and to inform the Officers of the Association of the need, if any, for the cleaning or repair of the sump.

Wherefore, the parties hereto have set their hands this 8th day of December 2003.


Alexander Theodore


Sandra Theodore

Royal Lane Homeowners Association


By: its President

Acknowledgement

State of Utah

:ss

County of Salt Lake

On the 8th day of December 2003, personally appeared before me Alexander Theodore and Sandra Theodore, husband and wife, who being duly sworn, did acknowledge to me that they did execute the same.

Notary Public

Residing at: Salt Lake County, Utah

My Commission Expires: 1/16/07

State of Utah

:ss

County of Salt Lake



NOTARY PUBLIC
JIMMY M. JENSEN
7101 South Highland Drive
Salt Lake City, Utah 84121
My Commission Expires
January 16, 2007
STATE OF UTAH

On the 11th day of December 2003, personally appeared before me Marilyn Snell, who being duly sworn, did acknowledge to me that she is the President of the Royal Lane Homeowners Association and that the said instrument was signed on behalf of said corporation by authority of a

resolution of its board of trustees and said Marilyn Snell did acknowledge to me that said corporation executed the same.



My Commission Expires: 12/20/06

Laurin W. Garcia

Notary Public
Residing at: Salt Lake County, Utah

EXHIBIT "A"

The following described real property in the County of Salt Lake,
State of Utah, described as follows:

BEGINNING AT A POINT WHICH IS SOUTH 89 DEGREES 41 MINUTES 22 SECONDS EAST 516.70 FEET AND NORTH 00 DEGREES 32 MINUTES 52 SECONDS WEST 331.33 FEET FROM THE CENTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00 DEGREES 32 MINUTES 52 SECONDS WEST 71.50 FEET; THENCE NORTH 59 DEGREES 07 MINUTES 00 SECONDS WEST 28.24 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 52 SECONDS WEST 124.00 FEET; THENCE NORTH 69 DEGREES 00 MINUTES 00 SECONDS EAST 25.59 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 24 SECONDS EAST 146.94 FEET; THENCE SOUTH 74 DEGREES 57 MINUTES 00 SECONDS EAST 151.64 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 52 SECONDS EAST 313.48 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 22 SECONDS WEST 148.00 FEET TO THE POINT OF BEGINNING. BASIS OF BEARING: SECTION LINE BETWEEN THE CENTER MONUMENT AND THE EAST QUARTER CORNER MONUMENT OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WHICH IS SOUTH 89 DEGREES 41 MINUTES 22 SECONDS EAST AS SURVEYED.

Also, beginning North 1759.67 feet and East 827.819 feet from the Center of Section 34, Township 2 South, Range 1 East, Salt Lake Base & Meridian; thence South 56° East 277.53 feet; thence South 282.32 feet; thence West 208.82 feet more or less; thence Northwesterly along a curve to the left 37.56 feet more or less; thence North 0°32'52" West 405.22 feet more or less to the point of beginning. Also beginning at the Northeast corner of Lot 18, Royal Lane Subdivision, said point being North 1819.8 feet and East 740.01 feet from the Center of Section 34, Township 2 South, Range 1 East, Salt Lake Base & Meridian; thence South 56° East 246.4 feet more or less; thence South 0°32'52" East 405.22 feet more or less to the North right-of-way line of Royal Lane Subdivision; thence Northwesterly along a curve to the left 20.98 feet more or less; thence North 55°06' West 92.44 feet; thence Northwesterly along a curve to the right 45.59 feet; thence North 0°32'52" West 89.2 feet; thence Northwesterly along a curve to the left 247.6 feet; thence North 22° East 195.99 feet to the point of beginning.

Also, beginning at the center of Little Cottonwood Creek South 89°41'22" East 864.72 feet and North 0°32'52" West 847.41 feet from the Center of Section 34, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 0°32'52" West 458.78 feet to a point of curvature, thence along the arc of an 83.52 foot radius curve to the left 59.05 feet (central angle 40°30'26") thence North

0°32'52" West 129.5 feet, thence East 136.65 feet, thence North 4°37'06" East 172.01 feet, thence South 56° East 240.61 feet, thence East 229.64 feet, thence South 64° East 26.82 feet, thence South 87.46 feet, thence along the center line of Little Cottonwood Creek North 83°08' West 87.46 feet, thence North 38°43' West 216.5 feet, thence North 58°36'30" West 144.49 feet, thence South 83°24' West 116.69 feet to the point of beginning.

Also, Beg South 89°41'22" East 714.7 feet and North 0°32'55" West 674.9 feet and North 61°03' East 56 feet and North 25.9 feet and South 89°41' East 245.5 feet and North 0°32'55" West 115 feet more or less and Westerly 25.5 feet more or less from Center of Section 34, Township 2 South, Range 1 East, Salt Lake Base and Meridian; North 40 feet; South 23°45' West 35.82 feet more or less to the center line of Little Cottonwood Creek; Easterly 16.13 feet along said Creek to the point of beginning.

And also, Lots 1 through 29 inclusive of Royal Lane Subdivision, and Lots 1 through 12 of Royal Lane Subdivision No. 2 according to the official plats thereof as recorded in the office of the Salt Lake County Recorder.

#738318