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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
RAY QUINNEY & NEBEKER
PO BOX 45385
SLC UT 84145-0385
BY: ZJM, DEPUTY - WI 5 P.

WHEN RECORDED, MAIL TO:

Scott H. Clark
Ray Quinney & Nebeker P.C.
299 South Main Street, Suite 350
Salt Lake City, Utah 84111

Reexecuted & rerecorded to correct
erroneous lot descriptions

DRAIN FIELD 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 Steven Jay Anderson (hereafter "Anderson") is the owner of Lot No. 11, Royal Lane Subdivision No. 1; and

Whereas Anderson maintains a system of ponds and a spring-fed ditch as part of his landscaping design, and such ponds are, from time to time, in need of additional water; 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 Fifty Dollars and other valuable consideration paid by the Association to Anderson, Anderson hereby grants, conveys and assigns forever unto the Association a permanent easement for the diversion of surface waters which may flow or collect upon the roadway immediately adjacent to the said Lot 11, Royal Lane Subdivision No. 1, or which may flow or collect upon the roadway immediately adjacent to Lot 10, Royal Lane Subdivision No. 1, together with an easement to enter upon the said Lot 11 for the purpose of maintaining, cleaning, deepening, repairing, and replacing the ditch, the ponds, 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 outlets 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 agrees not to otherwise reroute or substantially modify the natural character or appearance of the ditch or of the ponds, and provided further that the Association shall bear all expense attributable to such maintenance, repair, deepening, or cleaning of the ditch or of the ponds, and the Association shall promptly restore any excavated areas, landscaped areas, or other disturbed areas.

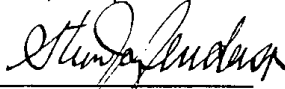
It is further agreed that the Association shall have the right to divert surface waters into the ditch and the ponds at two separate locations: 1) at the point at the extreme eastern edge of Lot 10, Royal Lane Subdivision No. 1, where the springs emerge from the hillside and where the Anderson water recirculating system parallels the roadway giving access to Lots 11, 13, and 14, Royal Lane Subdivision No. 1; AND 2) at a point (to be determined) on the lot line between Lots 10 and 11, Royal Lane Subdivision No. 1, it being contemplated that at some future time, the Association may elect to install an intermittent pump to remove surface waters collect at a point lower than the ponds themselves, provided that in the event that the Association shall elect to install an intermittent pump, the Association agrees and covenants to bury any drains and pipelines and otherwise to conceal such pumps and


lines from public view and restore any disturbance to the Anderson landscaping and otherwise to maintain the pipeline and pump at the sole expense of the Association.

Further, the Association agrees and covenants with Anderson to wholly indemnify and hold Anderson 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 Anderson ditch and ponds, and the Association covenants and agrees not to divert excessive volumes of surface waters into the ditch and ponds so as to create a nuisance or otherwise to create a flood danger to Anderson's house or property, provided however, that the Association shall be permitted to enter upon the said Lot 11, Royal Lane Subdivision No. 1 to deepen and clean the ponds from time to time so as to maintain and enhance their attractiveness and usefulness both in controlling surface waters and in enhancing the beauty of the Anderson property, and provided further that the Association shall not be required to maintain the plants or wildlife in the ponds or otherwise to provide normal maintenance of the ditch and of the ponds.

Anderson agrees that such drains and outlets shall always be kept open, insofar as possible, so as to drain the excess surface waters which may accumulate on the Common Areas.

Wherefore, the parties hereto have set their hands this 3 day of ~~March~~ ^{June}, 1996.


Steven Jay Anderson


Royal Lane Homeowners Association
By: its President

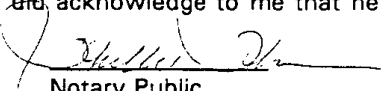

Royal Lane Homeowners Association
By: its President

Acknowledgement

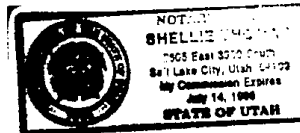
State of Utah

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County of Salt Lake

On the 3 day of ~~March~~ ^{June}, 1996, personally appeared before me Steven Jay Anderson, who being duly sworn, did acknowledge to me that he did execute the same.


Notary Public
Residing at: Salt Lake County, Utah

My Commission Expires: 7/14/99



BK 9268 PG 4882

State of Utah

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County of Salt Lake

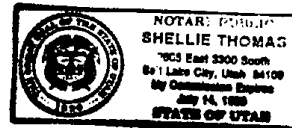
On the 3 day of June, 1996, personally appeared before me [Signature], who being duly sworn, did acknowledge to me that he is the President of the Royal Lane Homeowners Association and that the said instrument was signed on behalf of said corporation by authority of a resolution of its board of trustees and said [Signature] did acknowledge to me that said corporation executed the same.

[Signature]
Notary Public

Residing at: Salt Lake County, Utah

My Commission Expires: 7/14/96

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 28.10 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 52 SECONDS WEST 110.00 FEET; THENCE NORTH 69 DEGREES 00 MINUTES 00 SECONDS EAST 25.59 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 10 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 106.4 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 107.6 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 100.61 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 105.5 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.

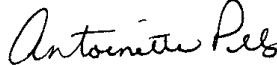

Gary Lloyd

State of Utah

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County of Salt Lake

On the 28th day of February, 2006, personally appeared before me Gary Lloyd, who being duly sworn, did acknowledge to me that he was the President of the Royal Lane Homeowners Association at the time that this Drain Field Agreement was originally executed and recorded and that the said instrument was signed on behalf of said corporation by authority of a resolution of its board of trustees and said did acknowledge to me that said corporation executed the same. Further, the said Gary Lloyd, does duly acknowledge that he executes this instrument to correct lot references, in error, and to permit said instrument to be rerecorded to correct said scrivener's errors.



Notary Public

Residing at: Salt Lake County, Utah

My Commission Expires:

9-28-08

