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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
1020 E PIONEER RD
DRAPER UT 84020
BY: SAM, DEPUTY - WI 3 P.

WHEN RECORDED MAIL TO:

Draper City
Attn: City Manager
1020 East Pioneer Road
Draper, UT 84020

Parcel I.D. No. 28-28-276-005

EASEMENT

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Grantor hereby grants, conveys, sells and sets over unto **DRAPER CITY**, a Utah municipal corporation, hereinafter referred to as "Grantee," its successors and assigns, a perpetual right-of-way and easement and a temporary construction easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace a single subsurface storm drain pipe, hereinafter called "Pipe," said right-of-way and easement being situate in Salt Lake County, State of Utah, under and through a parcel of the Grantors' land more particularly described as follows:

A strip of land 20.00 feet wide, being 10.00 feet perpendicularly distant on each side of the following described centerline (side lines terminate at or extend to Grantor's property lines):

Beginning at a point on the East line of Gingerbrook Estates Amended Subdivision, said point being located West 434.99 feet and North 270.17 feet from the East Quarter Corner of Section 28, Township 3 South, Range 1 East, SLB&M (basis of bearing is North 00°34'05" East along the East line of said Section 28); thence North 12°05'48" West 27.01 feet; thence North 41°00'16" East 112.09 feet; thence North 67°54'33" East 384.01 feet, to a point on the Grantor's East property line, said point being located North 525.25 feet and East 11.30 feet from said East Quarter Corner of said Section 28.

Together with a temporary construction easement described as a strip of land 50.00 feet wide, being 25.00 feet perpendicularly distant on each side of the above described centerline.

TO HAVE AND HOLD the same unto the Grantee, its successors and assigns, perpetually, with the right of ingress and egress in the Grantee, its officers, employees, agents and assigns to enter upon the above-described property upon advance notice and approval from the Grantor, with such equipment as is reasonably necessary to install, construct, maintain, operate, repair, inspect, protect, remove and replace the Pipe. During construction periods, Grantee and its contractors may use such portion of the property along and adjacent to the right-of-way and easement within the limits of the construction easement identified above as may be reasonably necessary in connection with the construction or repair of the Pipe. The contractor performing the work shall restore all property through which the work traverses, to as near its

original condition as is reasonably possible. Grantors shall have the right to use the above-described premises except for the purpose for which this right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the Pipe or with the discharge and conveyance of storm water or drainage water through the Pipe, or any other rights granted to the Grantee hereunder.

Grantors shall not build or construct or permit to be built or constructed any building over or across this right-of-way and easement. This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

In no event shall any above-ground facilities be constructed on the property and any access points for below-ground repair, operation or maintenance of the Pipe shall be limited to areas other than the fairways, tee boxes and first cut of rough of the golf course.

This perpetual right-of-way and easement is subject to the terms and conditions of that certain Agreement dated this 23rd day of February, 2006, by and between Draper City and Hidden Valley Country Club, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A."

IN WITNESS WHEREOF, the Grantors have executed this right-of-way and Easement this 23rd day of FEBRUARY.

"GRANTOR"

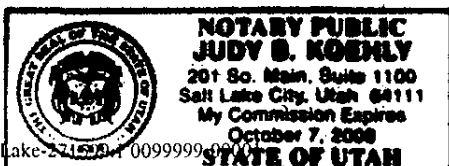
HIDDEN VALLEY COUNTRY CLUB

By: [Signature]
Its: PRESIDENT

ACKNOWLEDGMENT

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

On the 23rd day of February, 2006, personally appeared before me R. Bruce Nancey who being by me duly sworn did say that he/she is the President of **HIDDEN VALLEY COUNTRY CLUB**, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and they acknowledged to me that said corporation executed the same.



[Signature]
Notary Public

