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Recorded at Request of H. J. O'Connor OCT 1 1965

at 11:20 AM Fed. Paid \$ 5.00 HAZEL TAGGART CHASE, Recorder Salt Lake County, Utah

By Lea Fochsheim Dep. Date

300 Deere St. Bldg #79 South Main

BOOK 2382 PAGE 654

EASEMENT FOR RIGHT OF WAY

The UNIVERSITY OF UTAH, a body corporate and politic of the State of Utah, hereinafter referred to as "GRANTOR, hereby conveys and grants to the FORT DOUGLAS CLUB, a non-profit organization of the State of Utah, hereinafter referred to as "GRANTEE," an Easement and Right of Way for a roadway for ingress and egress to the property of Grantee over, across and upon the land of the Grantor situated in Salt Lake City, State of Utah, at the location specifically described in the schedule hereto attached and by reference made a part hereof.

This Easement is granted subject to the following conditions and limitations:

1. Grantee shall maintain and repair said roadway without cost or expense to the Grantor and in such a manner as shall not interfere with the operations of Grantor.
2. The use and occupation of said land incident to the exercise of the privileges herein granted shall be subject to such rules and regulations as the University of Utah may from time to time prescribe, provided the rules and regulations do not unreasonably interfere in the Grantee's use.
3. Any property of the Grantor damaged or destroyed by the Grantee's negligence or fault incident to the use of said roadway shall be promptly repaired or replaced by the Grantee or at the option of the Grantor such damage shall be paid for in an amount sufficient to compensate for the loss sustained.
4. Grantor reserves to itself the right to construct, use and maintain across, over and/or under the right of way hereby granted all facilities that it may choose so to do in such manner as not to create any unreasonable interference with the use of the right of way herein granted.
5. The University shall not be responsible for any damages to property or injuries to persons which may arise from or be incident to the use and occupation of the premises in connection with the right of way herein granted and Grantee hereby agrees to save and hold the Grantor harmless from any and all claims in respect thereto except for those arising from Grantor's own misconduct.
6. In the event all or any portion of said land occupied by

said roadway shall be needed by the Grantor or should the existence of such roadway be considered detrimental to the activities of Grantor on said property, Grantee shall, from time to time, upon notice so to do and as often as may be required, remove said roadway to another, practical location or locations on Grantor's land as may be designated by it and in the event said roadway shall not be thus removed or relocated within ninety (90) days after said notice, Grantor may cause this Easement to be terminated and cancelled.

7. This Easement may be terminated and cancelled by Grantor upon written notice to the Grantee if the Grantor shall determine that the right of way herein granted interferes with the use and occupation of the land by Grantor and that the same is necessary for its exclusive use and enjoyment. In such event if Grantee has no other available right of way to its property Grantor will provide Grantee with an alternative, practical right of way selected by the University over Grantor's land for the relocation of said roadway, at Grantee's expense, and subject to all the terms and conditions herein set forth. Said Easement may be terminated by Grantor for failure, neglect or refusal by Grantee fully and promptly to comply with any and all conditions of this grant or for non-use and abandonment.

8. Upon expiration and termination of the Easement herein granted, Grantee shall, upon written request of Grantor and without expense to Grantor, remove said roadway from said land and restore the premises in a condition satisfactory to Grantor.

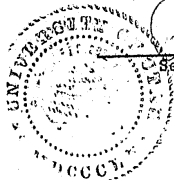
9. This Grant and Easement is subject to the approval of the War Assets Administration or its successor in function before the same shall be effective.

10. The conditions of this Easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF the University of Utah has caused this Easement to be executed by its duly authorized agent this 16th day of September 1965.

ATTEST

UNIVERSITY OF UTAH



Rory Horvath  
Secretary

BY: Edward W. Liff  
Chairman, Board of Regents

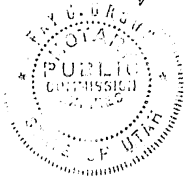
STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On the 16th day of September, 1965, personally appeared before me Edward W. Chyple Chairman of the Board of Regents of the University of Utah, a body corporate and politic, who duly acknowledged to me that the foregoing instrument was signed by him as Chairman of the Board of Regents of the University of Utah pursuant to a resolution of said Board and the said Edward W. Chyple duly acknowledged to me that the said University of Utah executed the foregoing document.

Jay C. Brown  
Notary Public  
Residing at Salt Lake City, Utah

My Commission Expires:

Jan 9, 1967



UNIVERSITY OF UTAH  
DEPARTMENT OF PHYSICAL PLANT AND OPERATIONS  
July 30, 1965

Right of Way for Fort Douglas Club

Beginning at U. S. Government Monument No. 11;  
(Monument No. 11 is a 2½ inch brass disc in a raised  
concrete cone 3,937.77 feet east and 1,335.31 feet north  
of the theoretical northwest corner of Section No. 4,  
Township 1 South, Range 1 East, Salt Lake Base and  
Meridian); thence South 89° 57' 53" West 78.0 feet; thence  
South 0° 02' 07" East 30.0 feet; thence North 89° 57' 53"  
East 101.84 feet; thence South 38° 31' East 160.18 feet more  
or less to the existing north curb line of the Medical  
Center parking lot road; thence North 51° 29' East 180.0  
feet; thence North 38° 31' West 307.01 feet; thence South  
89° 57' 53" West 73.41 feet; thence South 0° 02' 37" East  
197.0 feet to the point of beginning.

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