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When recorded mail to:
Michael G. McDonald
7350 South Wasatch Blvd.
Unit No. I-3
Salt Lake City, Utah 84121

4610956
15 APRIL 88 12:51 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MICHAEL G MCDONALD
REC BY: JANET WONG , DEPUTY

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and executed this 17th day of March, 1988, by and between OCNUS INVESTMENTS, a Utah general partnership, W. BRUCE WOODRUFF, an individual, and EQUITIES, INC., a corporation ("Grantors") and CRC OWNERS ASSOCIATION, a Utah non profit corporation, and the respective owner of the dominant tenement hereinafter described ("Grantees"), and is based upon the following facts:

1. The property of Grantors, as described on Exhibit "A" attached hereto and incorporated herein by reference and sometimes referred to hereinafter as the "Servient Tenement" and the property of Grantees, as described on Exhibit "B" attached hereto and incorporated herein by reference and sometimes referred to hereinafter as the "Dominant Tenement" were both initially developed by the same developer.

2. Portions of the culinary water line and the sewer line serving the property of Grantees are located upon the property of Grantors.

3. At the present time there is no separate culinary water meter measuring the water delivered to Grantees. Grantees desire to install a separate water meter and make a direct connection to the Salt Lake City culinary water line.

4. The parties hereto desire to formalize the hertofore existing easements.

NOW, THEREFORE, for the sum of THREE THOUSAND DOLLARS (\$3,000.00), payable upon execution hereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Grantors hereby grant to Grantees a perpetual non exclusive easement in, under, through, along and across the property of Grantors as described on Exhibit "A" attached hereto (the "Servient Tenement") in the locations where the culinary water line and sewer line presently exist to keep,

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maintain, repair and replace, as required, the existing water lines and sewer lines and further, to install a water meter vault and all appurtenances thereto, for the benefit of and appurtenant to that certain real property situated in the County of Salt Lake, State of Utah, more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof (the "Dominant Tenement").

2. The meter box referred to above shall be installed just inside of Grantors' property line at the location where the present water line comes in from the street and shall be installed in such a way so as not to interfere with the meter vault, meter or line serving Grantors' property.

3. Grantors, their successors and assigns in interest in the Servient Tenement shall have the right to use the Servient Tenement for any and all purposes that do not unreasonably interfere with the easement existing and conveyed hereby.

4. Grantees, their agents, employees, successors and assigns in interest in the Dominant Tenement shall have the right of ingress to and egress from said easement and every part thereof at all times for the purpose of exercising the rights herein conveyed, provided however, that such rights shall be reasonably exercised and Grantees shall repair any damage to improvements and restore the real property entered upon to its condition existing prior to the time Grantees exercise such rights.

5. The width of the easement granted and confirmed hereby shall be such as is required to reasonably exercise the rights granted to Grantees hereunder. Should Grantors, their successors, or assigns in the future desire to develop their property in such a way that such development would interfere with the easements granted hereunder, Grantees hereby agree as follows:

(a) Should a development of Grantors' property require that the water line existing ~~on the meter vault and meter box to be installed~~ ^{BE MOVED, THEN} ~~be moved~~ Grantees will be responsible for paying the reasonable cost of removing those facilities, less the \$3,000 paid upon execution of this Agreement.

(b) Should a development of Grantors' property require moving of the sewer lines, Grantees shall pay the reasonable costs of moving the sewer lines.

(c) In either of the above cases, should the

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lines be required to be moved, Grantors will provide to Grantees an easement for the new location substantially similar in scope to the easement existing and described above.

6. Grantors hereby warrant that they are in fact the fee title owners of the property described on Exhibit "A" and that they are entitled and empowered to make this conveyance.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

OCNUS INVESTMENTS, a Utah general partnership

By Lynn B Barney
Its PARTNER

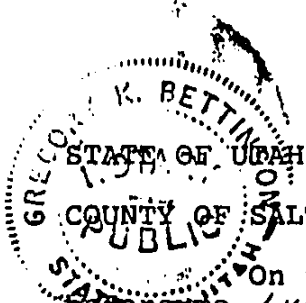
W. Bruce Woodruff
W. Bruce Woodruff, an individual

EQUITIES, INC.

By W. Bruce Woodruff
Its PRESIDENT

CRCC HOMEOWNERS ASSOCIATION

By [Signature]
Its PRESIDENT



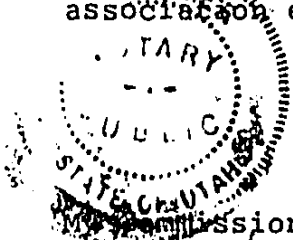
)
: ss.

On the 18th day of March, 1988, personally appeared before me LYNN B. BARNEY, who being by me duly sworn, did say that he is the PARTNER of Ocnus Investments, a general partnership, and that the foregoing instrument was signed on behalf of said partnership, and

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STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

On the 28 day of March, 1988, personally appeared before me MICHAEL G. MACDONALD, who being by me duly sworn, did say that he is the PRESIDENT of CRCC HOMEOWNERS ASSOCIATION, and that the foregoing instrument was signed on behalf of said Homeowners Association, and said MICHAEL G. MACDONALD acknowledged to me that said association executed the same.



Michael G. MacDonald
NOTARY PUBLIC
Residing at: Salt Lake Utah

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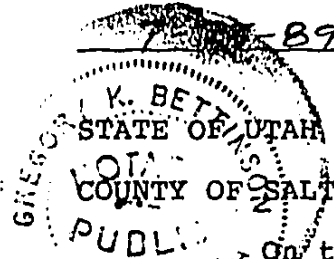
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said LYNN B. BARNEY acknowledged to me that said partnership executed the same.

Gregory A. Feltus
NOTARY PUBLIC
Residing at: Salt Lake Utah

My Commission Expires:

7-15-89



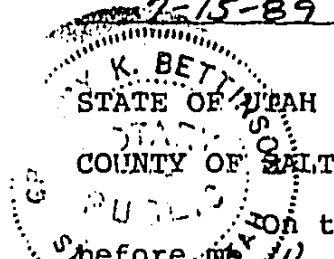
)
: SS.

On this 18th day of March, 1988, personally appeared before me Bruce Woodruff, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Gregory A. Feltus
NOTARY PUBLIC
Residing at: Salt Lake Utah

My Commission Expires:

7-15-89



)
: SS.

On the 18th day of March, 1988, personally appeared before me W. Bruce Woodruff, who being by me duly sworn, did say that he is the PRESIDENT of EQUITIES, INC., a corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said W. Bruce Woodruff acknowledged to me that said corporation executed the same.

Gregory A. Feltus
NOTARY PUBLIC
Residing at: Salt Lake Utah

My Commission Expires:

7-15-89

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EXHIBIT "A"

Legal Description of the Servient Tenement

Beginning at a point on the West line of Wasatch Boulevard, said point being North 696.65 feet and East 1783.00 feet from the West quarter corner of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence Southerly along the arc of a curve on said West line (radius bears North 63°46'30" East 1482.69 feet) a distance of 157.15 feet; thence South 11°31'30" East 756.78 feet to the intersection of the North line of 7400 South Street and the West line of Wasatch Boulevard; thence running along the North line of said 7400 South Street Southwesterly along the arc of a curve (radius bears South 78°28'30" West 159.00 feet) a distance of 306.48 feet; thence continuing along said North line of 7400 South Street, North 81°05'00" West 216.77 feet; thence North 35°00'00" West 419.85 feet; thence North 89°38'40" West 110.60 feet; thence North 439.19 feet; thence North 3°34'45" East 270.90 feet; thence South 67°44'40" East 557.41 feet to the point of beginning.

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CO. RECORDER

Excepting therefrom the following 3 parcels:

PARCEL NO. 1:

Beginning on the West line of Wasatch Boulevard at a point South 89°59'07" East 1918.74 feet and South 11°31'30" East 23.27 feet from the West Quarter corner of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 11°31'30" East along the West line of said Wasatch Boulevard 160.00 feet; thence along the arc of a 159.00 foot radius curve to the right 306.484 feet (the chord bears South 45°41'45" West 261.191 feet); thence North 81°05' West 374.70 feet; thence North 7°00' East 168.12 feet; thence South 86°00' East 46.00 feet; thence North 47°30' East 90.00 feet; thence North 70°30' East 142.96 feet; thence North 86°30' East 251.62 feet to the point of beginning.

PARCEL NO. 2:

Beginning on the East line of Racquet Club Drive at a point which is North 719.71 feet and East 1204.89 feet from the West Quarter corner Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 67°44'40" East 172.19 feet; thence South 57°34'49" West 210.68 feet to the East line of Racquet Club Drive; thence North 38.515 feet; thence along the arc of a 572.479 foot radius curve to the right 61.485 feet (the chord bears North 4°04'35" East 81.42 feet) to the point of beginning.

PARCEL NO. 3:

Beginning on the East line of Racquet Club Drive at a point South 89°38'40" East 60.00 feet from the Southeast corner of Lot 9, Racquet Club Row, a subdivision of part of the Northwest Quarter of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 100.19 feet; thence East 63.44 feet; thence South 20°20'26" East 107.65 feet; thence North 89°38'40" West 120.86 feet to the point of beginning.

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EXHIBIT B

Legal Description of the Dominant Tenement

BEGINNING on the West line of Wasatch Boulevard at a point South 89°59'07" East 1918.74 feet and South 11°31'30" East 23.27 feet from the West Quarter Corner of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 11°31'30" East along the West line of said Wasatch Boulevard 160.00 feet; thence along the arc of a 1382.69-foot radius curve to the right 270.22 feet (the chord bears South 5°47'34" East 269.79 feet); thence North 84°51'57" West 433.25 feet; thence North 81°05'00" West 159.89 feet; thence North 8°55'00" East 75.00 feet; thence North 7°00'00" East 168.12 feet; thence South 86°00'00" East 46.00 feet; thence North 47°30'00" East 90.00 feet; thence North 70°30'00" East 142.96 feet; thence North 86°30'00" East 251.62 feet to the point of beginning.

Contains 4.5446 acres.

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