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Recorded JUL 28 1966 at 8:32 A
Request of Midvale City
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
NOFEE By [Signature] Deputy
Ref. Midvale, Utah

E A S E M E N T

JOHN S. CARLSON and HATTIE M. CARLSON, his wife, of Midvale, Salt Lake County, State of Utah, hereinafter designated as the "GRANTORS," hereby give and grant to MIDVALE CITY, a municipal corporation in Salt Lake County, State of Utah, hereinafter designated as the "GRANTEE," a perpetual easement for the construction and maintenance of a water pipe line and a sanitary sewer pipe line upon and across the following described tract of land in Salt Lake County, State of Utah, to wit: -

Commencing at a point on the South boundary of the property of the Grantors which is 110 feet East from the Southwest Corner of the said property, and running thence East 50 feet; thence North to the South line of Sugar Street; thence West 50 feet; thence South to the place of beginning.

The property of the Grantors which is hereinbefore referred to is the following described tract of land in Salt Lake County, State of Utah, to wit: -

Commencing 76 rods South and 36.2 rods East from the North Quarter Corner of Section 25, Township 2 South, Range 1 West, Salt Lake Meridian, and running thence West 30.7 rods; thence South 43.1 rods; thence South 89° East, 34.1 rods; thence Northerly to the place of beginning.

In consideration of the granting of the said easement, the Grantee hereby undertakes and agrees that it will compensate the Grantors and each of them with the reasonable appraised valuation for any damage to the land, crops or improvements of the respective Grantors by reason of the construction, use, maintenance and repair of the said pipe lines, and that the Grantee shall have the right of ingress and egress to the easement for the purpose of maintenance and repair, but that the Grantors

shall have and retain the right to use the said property for all purposes not inconsistent with the easement herein granted. The acceptance by the Grantee of this easement shall constitute acceptance by it of the obligations, terms and conditions hereof.

It is further hereby stipulated and agreed that no assessment or charge shall be made upon any of the property of any of the Grantors for the construction of the said pipe lines, and that the Grantors, or their successors in interest, may, upon proper application, connect with the said pipe line at the same cost and upon the same terms, conditions and regulations as would apply to the owners of other properties in Midvale City abutting upon a pipe line installed by and at the expense of the city.

WITNESS the hands of the said Grantors, this 28 day of February, 1959.

John S. Carlson
JOHN S. CARLSON

Hattie M. Carlson
HATTIE M. CARLSON

STATE OF UTAH)
) ss:
County of Salt Lake)

On the 28 day of February, 1959, personally appeared before me JOHN S. CARLSON and HATTIE M. CARLSON, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed



Ben G. Bagley
NOTARY PUBLIC

commission expires: July 27, 1963 Residing in: 119 W. 2nd St., UTAH