

4051256

EASEMENT

*Paula K. Johnson*  
FEB 15 3 52 PM '85  
RECORDED  
SALT LAKE COUNTY,  
UTAH

*Midvale Corp*  
REC'D OF DEED

KATHLEEN DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

MIDVALE CITY, a Municipality organized and existing under the laws of the State of Utah, Grantor, hereby grants to SECOND WESTERN PROPERTIES, a Utah General Partnership, Grantee, for the sum of TEN DOLLARS and other good and valuable consideration, an easement on and across the following described tract of land located in Salt Lake County, Utah:

Begin at a point North 89°52'27" East 1734.83 feet and North 3°01'56" East 489.69 feet from the West 1/4 corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said point being the Northwest corner of Little Cottonwood East Subdivision and running thence North 3°00' East 155.00 feet along the west line of grantor's land, thence South 87°00' East 432.8 feet along the North line of grantor's land, thence South 3°00' West 16.5 feet along the East line of grantor's land; thence North 87°00' West 416.3 feet; thence South 3°00' West 138.5 feet; thence North 87°00' West 16.5 feet to the point of beginning.

Said easement is granted subject to the following conditions:

- 1) This easement is granted for the sole purpose of access only and for no other purpose. (Grantee or its successors shall not use said easement in any manner whatsoever which will interfere with the use of said property and easement by Midvale City.)
- 2) Grantee or its successor, shall have the right to improve said easement and construct a roadway thereon at its sole expense only after written approval by Midvale City which shall not be unreasonably withheld. Any such construction shall, however, be done in such a manner as to not interfere in any manner with the use for culinary purposes of water wells on the land owned by Midvale City in the vicinity of said easement.
- 3) Grantor reserves to itself, the right to use the easement area for access to its property, including the use of any roadway which may be constructed thereon by Grantee or its successors.

40 & South Angle 57 300  
SEC  
2/1/85

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4) None of the easement area shall be used by Grantee or its successors, for the keeping, coralling, or stabling of any animal or animals, or for any other purpose other than access.

5) Grantee, or its successors, shall be responsible for the maintenance of said easement at its sole cost. Grantor will only be responsible for damage caused by excavations or other construction work over, under, or upon said easement.

6) The easement granted hereby may be deeded by Grantee to third parties and may be used by those third parties only as set forth herein.

IN WITNESS WHEREOF, Grantor has caused its municipal name and seal to be hereunto affixed by its duly authorized officers this 11 day of January, 1985.

MIDVALE CITY

By [Signature]  
MAYOR

ATTEST:

[Signature]  
City Recorder

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

On this 11<sup>th</sup> day of January, 1985, personally appeared before me, [Signature] and [Signature] who being by me duly sworn, did say, each for himself, that they are the Mayor and City Recorder, respectively, of MIDVALE CITY, a municipality, and that the foregoing EASEMENT was signed in behalf of MIDVALE CITY by authority of a resolution of its City Council, and each duly acknowledged to me that said municipality executed the same and that the seal affixed is the seal thereof.

[Signature]  
NOTARY PUBLIC

My Comm. Expires:  
5/7/87

Residing in: Midvale, Utah

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