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 08/16/2010 10:35 AM \$0.00
 Book - 9849 Pg - 4129-4131
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 MIDVALE CITY
 655 W CENTER STREET
 MIDVALE UT 84047
 BY: ZJM, DEPUTY - WI 3 P.
 Parcel # 22-19-480-037

WHEN RECORDED MAIL TO:

Midvale City
 655 W Center St
 Midvale, UT 84047

PERMANENT UTILITY AND ACCESS EASEMENT

Hidden Village Homeowners Association, GRANTOR, for the consideration of FIVE HUNDRED DOLLARS (\$500.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant, bargain and convey unto MIDVALE CITY, UTAH, a municipal corporation and political subdivision of the State of Utah, GRANTEE, its successors, assigns, lessees, licensees and agents, a Permanent Utility and Access Easement to operate, maintain, repair and replace underground water supply pipelines and all necessary related facilities under and along the following described tract of real property:

A 15-foot wide permanent easement for a water pipeline, typically 7 1/2 feet on each side of the following described centerline (see Exhibit A):

The Basis of Bearing may be determined locally as N 00° 12' 43" W between the Southeast Corner of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian and the East Quarter Corner of said section.

Beginning at a point 834.42 feet N 69° 52' 52" W from the Southeast Corner of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being on the existing Midvale City waterline, and running thence North 241.85 feet; thence N 45° 00' 00" E 33.61 feet; thence North 8.89 feet more or less to the Grantor's Northern property line.

The GRANTEE shall have the right to construct, operate, and maintain the pipeline, together with all necessary related facilities, from time to time as the GRANTEE may require. The GRANTEE shall have the right of ingress and egress over and across the immediately adjacent land of the GRANTOR to and from the above-described property.

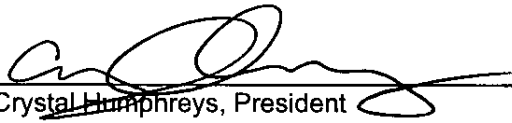
By accepting this conveyance, GRANTEE assumes all liability for the property conveyed herein and releases and holds harmless the GRANTOR from any and all liability that is or may become claimed for the use of a water pipeline on the property.

The GRANTOR reserves the right to occupy, use and landscape said property for all purposes not inconsistent with the rights herein granted, except when it is in direct conflict with the GRANTEE's operation of the pipeline described in this easement.

Subsequent to any work performed by the GRANTEE within or on the easement, the GRANTEE shall restore the easement property to a condition as close as possible to the condition prior to the performance of work within or on the easement. The GRANTEE will be liable for any and all material damage to property or trees that do not endanger the safety or interfere with the use of said water pipeline or appurtenances, or utilities, caused in whole or in part by the initial installation, operation, repair, maintenance, removal, or presence of its facilities, appurtenances or equipment.

IN WITNESS WHEREOF, the Hidden Village Homeowners Association has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, 2010.

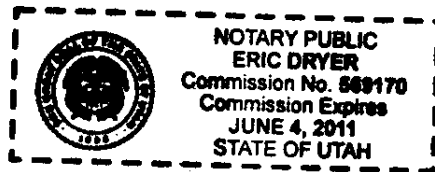
By:


Crystal Humphreys, President
Hidden Village Homeowners Association

State of Utah)
 Ss
County of Salt Lake)

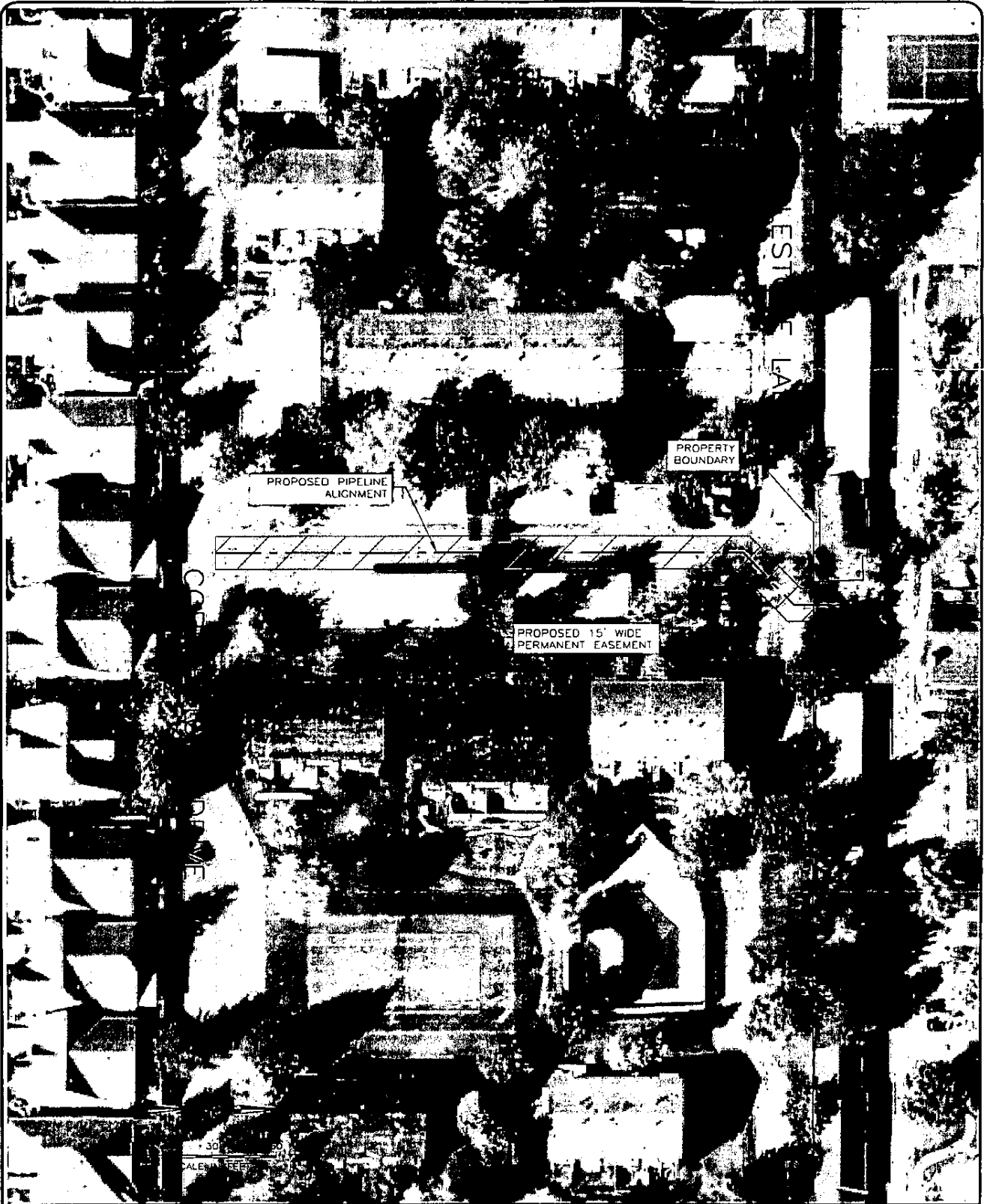
On the 12 day of July, 2010 personally appeared before me the ^{Notary} ~~Grantor~~, Crystal Humphreys who duly acknowledged to me that they signed the foregoing easement.


Notary Public



FILE DATE: 5.10.2010 15:06:24 (JEB)

FILE NAME: 141 - MIDVALE CITY 17.100 - 2010 WATERLINES - JEB\ENG\EASEMENTS\EASEMENT EXHIBITS.DWG



NOT LEGIBLE
CO. RECORDER

**HANSEN
ALLEN
& LUCE**
INCORPORATED

PERMANENT WATERLINE EASEMENT
HIDDEN VILLAGE TOWNHOUSES

EXHIBIT
A