

WATER LINE EASEMENT

We, the undersigned GRANTORS, for ten (\$10.00) dollars and other good and valuable consideration, do hereby Convey and Warrant to MIDWAY CITY, its successors, assigns, and licensees, a 20-foot wide perpetual permanent easement and right-of-way for construction, operation, and maintenance of a water pipeline and related facilities, across, under, and through the following described real property situated in Wasatch County, State of Utah: the centerline of said permanent easement being more particularly described as follows:

Beginning at the easterly side of Grantor's property near the West Bench Ditch which point is North 861.87 feet and East 65.98 feet from the brass cap for the West 1/4 corner of Section 27, T3S, R4E, SLB&M; thence

N 81°17'53" W 67.34 feet; thence	00183911 Br00313 Pg00215-002
N 74°34'28" W 65.72 feet; thence	WASATCH CO RECORDER-ELIZABETH M PARCE
N 77°04'31" W 47.99 feet; thence	1996 JAN 04 08:26 AM FEE \$12.00 BY
N 83°31'12" W 109.97 feet; thence	REQUEST: MIDWAY COTTAGES
S 80°27'53" W 147.81 feet; thence	
S 72°10'10" W 176.43 feet; thence	
S 86°02'03" W 104.17 feet; thence	
N 02°21'37" W 342.13 feet; thence	
N 84°20'27" W 404.58 feet; thence	
North 84.79 feet to the south side of the water tank.	

Basis of bearing: State Plane Coordinates

GRANTORS hereby agree that MIDWAY CITY, its successors, licensees, and assigns shall have the right of ingress and egress from the property above-described for the purpose of constructing, maintaining, repairing, and replacing said pipeline and appurtenant facilities which it, its successors, licensees, or assigns may locate on, under, or through the above-described real property.

The easement herein granted by the Undersigned is a perpetual easement which shall run with the land and be binding in the heirs, assigns, and successors in the interest of the Undersigned. The Undersigned hereby agrees on behalf of itself, its heirs, assigns, and successors in the interest not to construct or maintain any building or structure upon the property above-described and hereby releases and grants to MIDWAY CITY all of their right, title, and interest in the water system improvements which may be constructed, maintained, repaired, or replaced on the above-described real property.

Water line easement page 2

The undersigned covenants and warrants that he is lawfully seised of the premises; that he guarantees to MIDWAY CITY its successors, licensees, and assigns the quiet possession of the easement herein conveyed; that the premises are free from all encumbrances, claims, liens and interests; and that he will forever warrant and defend the easement herein conveyed to MIDWAY CITY, its successors, licensees, and assigns against all lawful claims whatsoever.

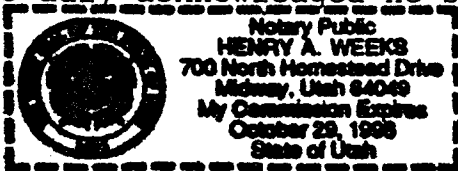
EXECUTED THIS 3 DAY OF May, 1995.

Brett Mathwich

STATE OF UTAH)
COUNTY OF UTAH) :ss
WASATCH

On the 3RD day of MAY, 1995, personally appeared before me BRITT MATHWICH

who duly acknowledged he signed the foregoing Easement.



MY COMMISSION EXPIRES:

October 29, 1998

Henry A. Weeks
NOTARY PUBLIC

RESIDING AT:

Midway Utah