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MC
July 404

Recorded NOV 10 1969 at 8:32 A.M.
Request of *H. C. Sub. San. Dist. 2*
Fee Paid HAZEL JAGGART CHASE
Recorder, Salt Lake County, Utah
MOFEE By *[Signature]* Deputy

E A S E M E N T

Ref. *Box 145 Midvale, Utah*

HAROLD HOGENSON and IRENE HOGENSON, his wife, NOBUZO ENDO and MICHIO ENDO, his wife, DON MATTHEWS and HELEN MATTHEWS, his wife, and ALMAE BENNETT, a woman, all 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 upon and across the respective properties of the Grantors abutting the north side of Sugar Street in Midvale City, and running northerly therefrom along a line now surveyed and marked by Caldwell, Richards and Sorensen, Engineers, for the Grantee to construct a sewer pipe line and to repair and maintain the same, which said pipe line shall be constructed by Salt Lake City Suburban Sanitary District No. 2 and which shall be owned, used and maintained by the Grantee subject only to an easement for the use thereof by the said District.

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 line, 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 sewer pipe line, 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 4 day of April, 1956.

Harold R. Hogenson
Harold Hogenson

Irene Hogenson by H-H
Irene Hogenson

Nobuzo Endo
Nobuzo Endo

Michiye Endo
Michiye Endo

Don Matthews
Don Matthews

Helen Matthews
Helen Matthews

Almae Bennett
Almae Bennett

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

On the 4 day of April, 1956, personally appeared before me HAROLD HOGENSON and IRENE HOGENSON, his wife, NOBUZO ENDO and MICHIE ENDO, his wife, DON MATTHEWS and HELEN MATTHEWS, his wife, and ALMAE BENNETT, a woman, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Ben D. Barclay
Notary Public

My Commission expires: July 27, 1958 Residing in: 2416 W. 19th, UTAH

