

**MIDVALE CITY, UTAH
RESOLUTION NO. 2017-R-43**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN EASEMENT
AGREEMENT WITH MURRAY CITY**

WHEREAS, Wynwood Subdivision, a proposed subdivision to be developed by Wynwood Investments, LC, a Utah Limited Liability Company, ("Wynwood") within the boundaries of Murray City, needs to be serviced with a gravity flow sanitary sewer line ("Sewer Line").

WHEREAS, it is necessary for the Sewer Line to be constructed under and beneath a portion of property owned by and located within the boundaries of Midvale City, more specifically along the north end of Bingham Junction Park.

WHEREAS, to facilitate Wynwood's construction of the Sewer Line, it is necessary for Midvale to execute and convey to Murray a permanent sewer line easement and right of way.

WHEREAS, Murray City will ensure that the Wynwood construction of the Sewer Line is accomplished according to Murray's standards and specifications for a public Sewer Line.

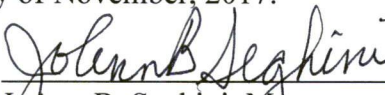
WHEREAS, Wynwood will provide the consideration to Midvale City in the amount of \$11,190.00 for the Easement.

WHEREAS, the parties desire to enter into this Easement Agreement for the purposes, and on the terms and conditions, specified in this Easement Agreement.

WHEREAS, this easement will be recorded on the property by a Grant of Easement.


NOW THEREFORE BE IT RESOLVED, based on the foregoing, the Midvale City Council does hereby approve this agreement between Midvale City and Murray City and authorizes the Mayor to sign the Easement Agreement and Grant of Easement, which will be recorded with the Salt Lake County Recorder's Office.

APPROVED AND ADOPTED this 14th day of November, 2017.



JoAnn B. Seghini, Mayor

ATTEST:



Rori L. Andreason, MMC
City Recorder



Voting by the City Council	"Aye"	"Nay"
Stephen Brown	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Glover	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Robert Hale	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Hunt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne Sharp	<input type="checkbox"/>	<input checked="" type="checkbox"/> Absent

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made effective this 14th day of November, 2017, by and among MURRAY CITY CORPORATION, a Utah municipal corporation ("Murray") and MIDVALE CITY, a Utah municipal corporation ("Midvale") and WYNWOOD INVESTMENTS, LC, a Utah Limited Liability Company, with its principal business at 273 North East Capitol Street, Salt Lake City, Utah ("Developer")

RECITALS

- A. Wynwood Subdivision, a proposed subdivision ("Subdivision") to be developed by Developer within the boundaries of Murray, needs to be serviced with a gravity flow sanitary sewer line ("Sewer Line").
- B. It is necessary for the Sewer Line to be constructed under and beneath a portion of property owned by and located within the boundaries of Midvale.
- C. To facilitate Developer's construction of the Sewer Line, it is necessary for Midvale to execute and convey to Murray a permanent sewer line easement and right of way ("Easement").
- D. Murray will ensure that the Developer's construction of the Sewer Line is accomplished according to Murray's standards and specifications for a public Sewer Line.
- E. Developer will provide the consideration to Midvale for the Easement.
- F. The parties desire to enter into this Agreement for the purposes, and on the terms and conditions, specified in this Agreement.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. **Easement.** Midvale will grant Murray the Easement under and beneath Midvale's property, in Salt Lake County, State of Utah, more particularly described on Exhibit A, attached hereto and incorporated herein for all purposes, for the continued maintenance, repair, alteration, and replacement of a sanitary sewer line and appurtenances of Murray.

(a) **Recording.** Murray will record the Easement after the Sewer Line has been dedicated to and accepted by Murray.

(b) **Midvale's Use of Easement.** Midvale's use of the described property shall be limited to the location of roadways, parking lots, walkways, and landscaping thereon, and to other similar and consistent uses.

(c) **Cost.** Developer shall pay Midvale the total sum of ELEVEN THOUSAND ONE HUNDRED NINETY Dollars (\$11,190.00) for all the property described on Exhibit A.

Section 2. **Sewer Line Maintenance.** Upon acceptance of the Sewer Line by Murray, Murray agrees to perpetually operate and maintain, at its sole cost and expense, the improved Sewer Line and Easement. Murray agrees to repair any damage which may be caused to Midvale's property by reason of Murray's use of the Easement, and to otherwise restore Midvale's property to its pre-existing condition. Murray City to notify Midvale City Public Works Department prior to any maintenance work.

Section 3. **Liability and Indemnification.** Murray and Midvale are governmental entities under the Governmental Immunity Act of Utah, Title 63G, Chapter 7 of the Utah Code. Consistent with the Governmental Immunity Act of Utah, Murray and Midvale shall be responsible and liable for their own wrongful or negligent acts which they commit. Murray and Midvale do not waive any defenses otherwise available to them under the Governmental Immunity Act of Utah.

Section 4. **General Provisions.** The following provisions are also integral parts of this Agreement:

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties.

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.

(e) **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the parties.

(f) **Time of Essence.** Time is of the essence in this Agreement.

(g) **Interpretation.** This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(h) **Exhibits and Recitals.** The Recitals set forth above Exhibit A to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

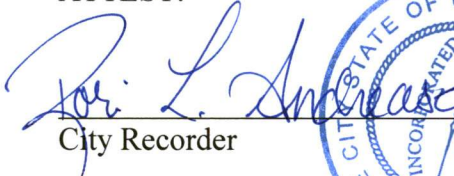
MIDVALE CITY

MURRAY CITY CORPORATION


JoAnn B. Seghini, Mayor

D. Blair Camp, Mayor

ATTEST:

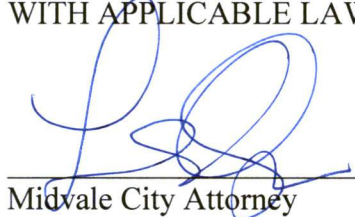

City Recorder



City Recorder

APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE
WITH APPLICABLE LAW

APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE
WITH APPLICABLE LAW


Midvale City Attorney

Murray City Attorney

WYNWOOD INVESTMENTS, LC, a Utah Limited Liability Company

By: _____
Name:
Title:

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

On the ____ day of _____, 2017, personally appeared before me, the undersigned notary public in and for the County of Salt Lake, State of Utah, _____ who acknowledged to me that he is the _____ of **WYNWOOD INVESTMENTS, LC**, a Utah limited liability company and signed it freely and voluntarily and in behalf of said limited liability company for the purposes mentioned herein.

Notary Public
EXHIBIT A

MIDVALE SANITARY SEWER EASEMENT

Beginning at a point on the Midvale City and Murray City boundary line, said point being South 89°33'48" West 2,995.70 feet and South 1,316.59 feet from the East Quarter Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running;

thence North 89°28'44" East 792.86 feet along said boundary line;
thence South 86°37'50" West 150.66 feet;
thence South 86°05'18" West 187.39 feet;
thence North 89°28'41" West 454.58 feet;
thence North 05°04'20" West 10.33 feet to the point of beginning.

Contains 9,564 square feet or 0.220 acres.

When recorded, mail to:

Murray City Corporation
5025 South State Street
Murray, UT 84107

and to:

Midvale City
7505 South Holden Street
Midvale, UT 84047

Parcel ID No.

GRANT OF EASEMENT

MIDVALE CITY, 7505 SOUTH HOLDEN STREET, Midvale, Salt Lake County, Utah, a political subdivision of the State of Utah, Grantor, hereby grants and conveys to MURRAY CITY CORPORATION, a political subdivision of the State of Utah, Grantee, it successors and assigns, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration described herein, a perpetual easement and right-of-way for the continued maintenance, repair, alteration and replacement of a sanitary sewer line under and beneath a portion of Grantor's property in Salt Lake County, State of Utah, more fully described as follows:

Beginning at a point on the Midvale City and Murray City boundary line, said point being South 89°33'48" West 2,995.70 feet and South 1,316.59 feet from the East Quarter Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running;

thence North 89°28'44" East 792.86 feet along said boundary line;
thence South 86°37'50" West 150.66 feet;
thence South 86°05'18" West 187.39 feet;
thence North 89°28'41" West 454.58 feet;
thence North 05°04'20" West 10.33 feet to the point of beginning.

Contains 9,564 square feet or 0.220 acres.

The attached sketch is incorporated by reference as a part of this easement.

The easement hereby granted consists of a perpetual right of ingress and egress together with a perpetual easement to operate, repair, replace and maintain a sanitary sewer line and appurtenant structures under and beneath a strip of land as herein described.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement granted and all rights and privileges incident thereto with Grantee's use, occupation or enjoyment of these easements.

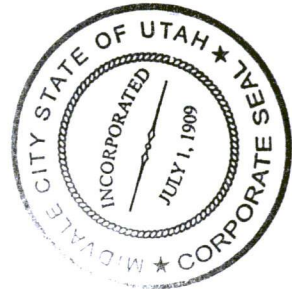
Grantee agrees to hold and save the Grantor harmless from any and all damages arising from Grantee's use of the easement herein granted and agrees to repair any damage which may arise to the premises through Grantee's use, occupation and possession of the rights herein granted.

The provisions hereof shall be binding upon the heirs, executors, mortgagees, lessees, tenants, successors and assignees of the parties hereto.

DATED this 17th day of November, 2017.

MIDVALE CITY

ATTEST:



JoAnn B. Seghini
JoAnn B. Seghini, Mayor

Shelly Reed
City Recorder
Deputy

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

On the ____ day of _____, 2017, personally appeared before me, the undersigned notary public in and for the County of Salt Lake, State of Utah, JoAnn B. Seghini and Rori Andreason who acknowledged to me that they are the Mayor and Recorder, respectively, of **MIDVALE CITY**, a Utah municipal corporation and signed it freely and voluntarily and in behalf of said municipal corporation for the purposes mentioned herein.

Notary Public

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made effective this 14th day of November, 2017, by and among MURRAY CITY CORPORATION, a Utah municipal corporation ("Murray") and MIDVALE CITY, a Utah municipal corporation ("Midvale") and WYNWOOD INVESTMENTS, LC, a Utah Limited Liability Company, with its principal business at 273 North East Capitol Street, Salt Lake City, Utah ("Developer")

RECITALS

- A. Wynwood Subdivision, a proposed subdivision ("Subdivision") to be developed by Developer within the boundaries of Murray, needs to be serviced with a gravity flow sanitary sewer line ("Sewer Line").
- B. It is necessary for the Sewer Line to be constructed under and beneath a portion of property owned by and located within the boundaries of Midvale.
- C. To facilitate Developer's construction of the Sewer Line, it is necessary for Midvale to execute and convey to Murray a permanent sewer line easement and right of way ("Easement").
- D. Murray will ensure that the Developer's construction of the Sewer Line is accomplished according to Murray's standards and specifications for a public Sewer Line.
- E. Developer will provide the consideration to Midvale for the Easement.
- F. The parties desire to enter into this Agreement for the purposes, and on the terms and conditions, specified in this Agreement.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. **Easement.** Midvale will grant Murray the Easement under and beneath Midvale's property, in Salt Lake County, State of Utah, more particularly described on Exhibit A, attached hereto and incorporated herein for all purposes, for the continued maintenance, repair, alteration, and replacement of a sanitary sewer line and appurtenances of Murray.

(a) **Recording.** Murray will record the Easement after the Sewer Line has been dedicated to and accepted by Murray.

(b) **Midvale's Use of Easement.** Midvale's use of the described property shall be limited to the location of roadways, parking lots, walkways, and landscaping thereon, and to other similar and consistent uses.

(c) **Cost.** Developer shall pay Midvale the total sum of ELEVEN THOUSAND ONE HUNDRED NINETY Dollars (\$11,190.00) for all the property described on Exhibit A.

Section 2. **Sewer Line Maintenance.** Upon acceptance of the Sewer Line by Murray, Murray agrees to perpetually operate and maintain, at its sole cost and expense, the improved Sewer Line and Easement. Murray agrees to repair any damage which may be caused to Midvale's property by reason of Murray's use of the Easement, and to otherwise restore Midvale's property to its pre-existing condition. Murray City to notify Midvale City Public Works Department prior to any maintenance work.

Section 3. **Liability and Indemnification.** Murray and Midvale are governmental entities under the Governmental Immunity Act of Utah, Title 63G, Chapter 7 of the Utah Code. Consistent with the Governmental Immunity Act of Utah, Murray and Midvale shall be responsible and liable for their own wrongful or negligent acts which they commit. Murray and Midvale do not waive any defenses otherwise available to them under the Governmental Immunity Act of Utah.

Section 4. **General Provisions.** The following provisions are also integral parts of this Agreement:

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(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

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(f) **Time of Essence.** Time is of the essence in this Agreement.

(g) **Interpretation.** This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(h) **Exhibits and Recitals.** The Recitals set forth above Exhibit A to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

MIDVALE CITY

MURRAY CITY CORPORATION

JoAnn B. Seghini
JoAnn B. Seghini, Mayor

D. Blair Camp
D. Blair Camp, Mayor

ATTEST:

R. L. Anderson
City Recorder



Jennifer Kennedy
City Recorder

APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE
WITH APPLICABLE LAW

[Signature]
Midvale City Attorney

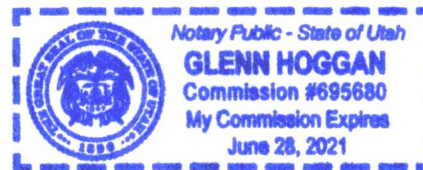
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[Signature]
Murray City Attorney



WYNWOOD INVESTMENTS, LC, a Utah Limited Liability Company

By: [Signature]
Name:
Title:



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

On the 19 day of January, 2010, personally appeared before me, the undersigned notary public in and for the County of Salt Lake, State of Utah, Bryson Harkett who acknowledged to me that he is the President of **WYNWOOD INVESTMENTS, LC**, a Utah limited liability company and signed it freely and voluntarily and in behalf of said limited liability company for the purposes mentioned herein.

Approved As to Content

Amy L. Asall

[Signature]

[Signature]
Municipal Finance Division

Notary Public
EXHIBIT A

MIDVALE SANITARY SEWER EASEMENT

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Contains 9,564 square feet or 0.220 acres.

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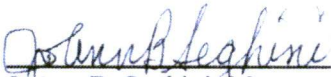
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(h) **Exhibits and Recitals.** The Recitals set forth above Exhibit A to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

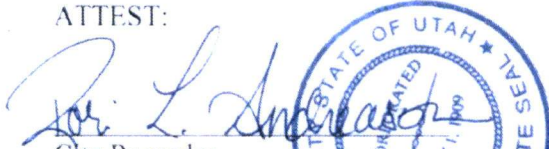
MIDVALE CITY

MURRAY CITY CORPORATION

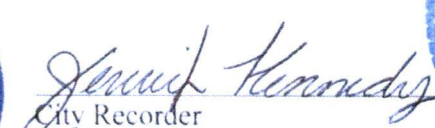

JoAnn B. Seghini, Mayor

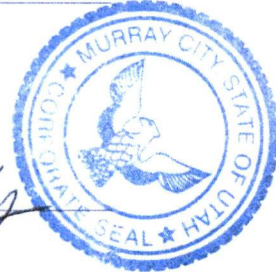

D. Blair Camp, Mayor

ATTEST:



City Recorder



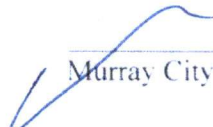

City Recorder



APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE
WITH APPLICABLE LAW


Midvale City Attorney

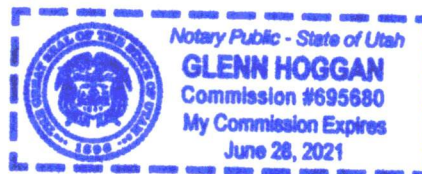
APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE
WITH APPLICABLE LAW


Murray City Attorney

WYNWOOD INVESTMENTS, L.C. a Utah Limited Liability Company

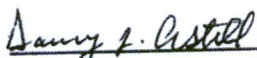
By: 
Name:
Title:

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

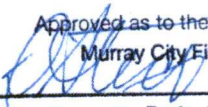


On the 10 day of January, 2010, personally appeared before me, the undersigned notary public in and for the County of Salt Lake, State of Utah, Bryson Corbett who acknowledged to me that he is the President of **WYNWOOD INVESTMENTS, L.C.**, a Utah limited liability company and signed it freely and voluntarily and in behalf of said limited liability company for the purposes mentioned herein.

Approved As to Content


Larry J. Astill

Approved as to the availability of funds
Murray City Finance Division


Budget Officer



Notary Public
EXHIBIT A

MIDVALE SANITARY SEWER EASEMENT

Beginning at a point on the Midvale City and Murray City boundary line, said point being South 89°33'48" West 2,995.70 feet and South 1,316.59 feet from the East Quarter Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running;

thence North 89°28'44" East 792.86 feet along said boundary line;
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thence South 86°05'18" West 187.39 feet;
thence North 89°28'41" West 454.58 feet;
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When recorded, mail to:

Murray City Corporation
5025 South State Street
Murray, UT 84107

and to:

Midvale City
7505 South Holden Street
Midvale, UT 84047

Parcel ID No.

GRANT OF EASEMENT

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The easement hereby granted consists of a perpetual right of ingress and egress together with a perpetual easement to operate, repair, replace and maintain a sanitary sewer line and appurtenant structures under and beneath a strip of land as herein described.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement granted and all rights and privileges incident thereto with Grantee's use, occupation or enjoyment of these easements.

Grantee agrees to hold and save the Grantor harmless from any and all damages arising from Grantee's use of the easement herein granted and agrees to repair any damage which may arise to the premises through Grantee's use, occupation and possession of the rights herein granted.

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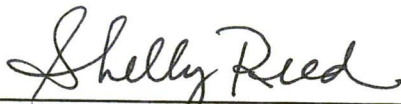
DATED this 17th day of November, 2017.

MIDVALE CITY

ATTEST:





JoAnn B. Seghini, Mayor


City Recorder
Deputy

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

On the 17 day of November, 2017, personally appeared before me, the undersigned notary public in and for the County of Salt Lake, State of Utah, JoAnn B. Seghini and Rori Andreason who acknowledged to me that they are the Mayor and Recorder, respectively, of **MIDVALE CITY**, a Utah municipal corporation and signed it freely and voluntarily and in behalf of said municipal corporation for the purposes mentioned herein.


Notary Public



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made effective this 14th day of November, 2017, by and among MURRAY CITY CORPORATION, a Utah municipal corporation ("Murray") and MIDVALE CITY, a Utah municipal corporation ("Midvale") and WYNWOOD INVESTMENTS, LC, a Utah Limited Liability Company, with its principal business at 273 North East Capitol Street, Salt Lake City, Utah ("Developer")

RECITALS

- A. Wynwood Subdivision, a proposed subdivision ("Subdivision") to be developed by Developer within the boundaries of Murray, needs to be serviced with a gravity flow sanitary sewer line ("Sewer Line").
- B. It is necessary for the Sewer Line to be constructed under and beneath a portion of property owned by and located within the boundaries of Midvale.
- C. To facilitate Developer's construction of the Sewer Line, it is necessary for Midvale to execute and convey to Murray a permanent sewer line easement and right of way ("Easement").
- D. Murray will ensure that the Developer's construction of the Sewer Line is accomplished according to Murray's standards and specifications for a public Sewer Line.
- E. Developer will provide the consideration to Midvale for the Easement.
- F. The parties desire to enter into this Agreement for the purposes, and on the terms and conditions, specified in this Agreement.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. **Easement.** Midvale will grant Murray the Easement under and beneath Midvale's property, in Salt Lake County, State of Utah, more particularly described on Exhibit A, attached hereto and incorporated herein for all purposes, for the continued maintenance, repair, alteration, and replacement of a sanitary sewer line and appurtenances of Murray.

(a) **Recording.** Murray will record the Easement after the Sewer Line has been dedicated to and accepted by Murray.

(b) **Midvale's Use of Easement.** Midvale's use of the described property shall be limited to the location of roadways, parking lots, walkways, and landscaping thereon, and to other similar and consistent uses.

(c) **Cost.** Developer shall pay Midvale the total sum of ELEVEN THOUSAND ONE HUNDRED NINETY Dollars (\$11,190.00) for all the property described on Exhibit A.

Section 2. **Sewer Line Maintenance.** Upon acceptance of the Sewer Line by Murray, Murray agrees to perpetually operate and maintain, at its sole cost and expense, the improved Sewer Line and Easement. Murray agrees to repair any damage which may be caused to Midvale's property by reason of Murray's use of the Easement, and to otherwise restore Midvale's property to its pre-existing condition. Murray City to notify Midvale City Public Works Department prior to any maintenance work.

Section 3. **Liability and Indemnification.** Murray and Midvale are governmental entities under the Governmental Immunity Act of Utah, Title 63G, Chapter 7 of the Utah Code. Consistent with the Governmental Immunity Act of Utah, Murray and Midvale shall be responsible and liable for their own wrongful or negligent acts which they commit. Murray and Midvale do not waive any defenses otherwise available to them under the Governmental Immunity Act of Utah.

Section 4. **General Provisions.** The following provisions are also integral parts of this Agreement:

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties.

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.

(e) **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the parties.

(f) **Time of Essence.** Time is of the essence in this Agreement.

(g) **Interpretation.** This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

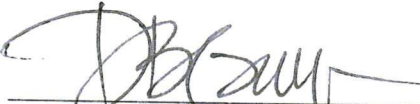
(h) **Exhibits and Recitals.** The Recitals set forth above Exhibit A to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

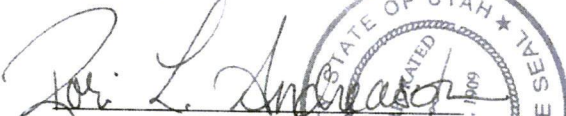
MIDVALE CITY

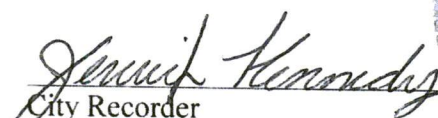
MURRAY CITY CORPORATION


JoAnn B. Seghini, Mayor



D. Blair Camp, Mayor

ATTEST:

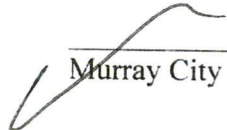

City Recorder


City Recorder

APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE
WITH APPLICABLE LAW


Midvale City Attorney

APPROVED AND REVIEWED AS TO
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Murray City Attorney

WYNWOOD INVESTMENTS, LC, a Utah Limited Liability Company

By: _____
Name:
Title:

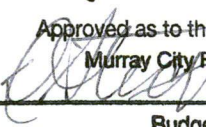
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the ____ day of _____, 2017, personally appeared before me, the undersigned notary public in and for the County of Salt Lake, State of Utah, _____ who acknowledged to me that he is the _____ of **WYNWOOD INVESTMENTS, LC**, a Utah limited liability company and signed it freely and voluntarily and in behalf of said limited liability company for the purposes mentioned herein.

Approved As to Content



Approved as to the availability of funds
Murray City Finance Division


Budget Officer

Notary Public
EXHIBIT A

MIDVALE SANITARY SEWER EASEMENT

Beginning at a point on the Midvale City and Murray City boundary line, said point being South 89°33'48" West 2,995.70 feet and South 1,316.59 feet from the East Quarter Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running;

thence North 89°28'44" East 792.86 feet along said boundary line;
thence South 86°37'50" West 150.66 feet;
thence South 86°05'18" West 187.39 feet;
thence North 89°28'41" West 454.58 feet;
thence North 05°04'20" West 10.33 feet to the point of beginning.

Contains 9,564 square feet or 0.220 acres.

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(h) **Exhibits and Recitals.** The Recitals set forth above Exhibit A to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

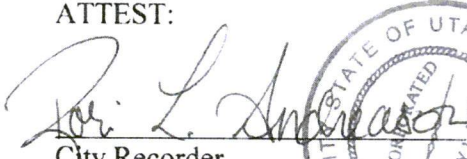
MIDVALE CITY


MURRAY CITY CORPORATION



JoAnn B. Seghini, Mayor



D. Blair Camp, Mayor

ATTEST:


City Recorder

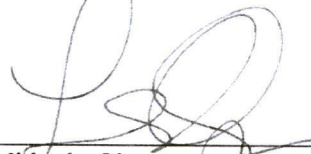


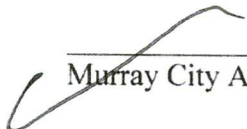

City Recorder



APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE
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Midvale City Attorney


Murray City Attorney


WYNWOOD INVESTMENTS, LC, a Utah Limited Liability Company

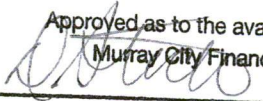
By: _____
Name:
Title:

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 : ss.
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