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RETURNED

AUG 22 2000

AFTER RECORDING RETURN TO:

North Salt Lake City  
Attn: LaRae  
PO Box 208  
North salt Lake UT 84054

E 1609293 B 2683 P 874  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
2000 AUG 22 2:32 PM FEE .00 DEP DJW  
REC'D FOR NORTH SALT LAKE CITY

NE 11-1N-1W

EASEMENT

GRANITE CONSTRUCTION COMPANY, a California corporation, Grantor, does hereby quit-claim to NORTH SALT LAKE CITY, a body politic of the State of Utah, Grantee, its successors and assigns, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, a perpetual easement for the sole purpose of installing and maintaining a new water pipeline within the following described property located in Davis County, Utah, to-wit:

A perpetual easement, upon part of an entire tract of property, situate in the NE ¼ of Section 11, Township 1 North, Range 1 West, Salt Lake Base & Meridian, in Davis County, Utah. The boundaries of said part of an entire tract are described as follows:

Beginning at an angle point on the westerly boundary line of said entire tract, which point is 837.00 feet South 89°53'31" West along the Quarter Section line 433.78 feet North 30°35'00" East and 193.11 feet North 43°34'00" West from the East Quarter Corner of said Section 11; and running thence along the westerly boundary line of said entire tract the following four (4) courses and distances: (1) North 23°11'00" East 163.00 feet; thence (2) North 66°49'00" West 20.00 feet; thence (3) North 22°37'00" East 109.80 feet; thence (4) North 40°58'00" East 70.00 feet to the northwest corner of said entire tract; thence South 80°00'00" East 15.10 feet along the northerly boundary line of said entire tract; thence South 23°11'00" West 349.34 feet to the Westerly boundary line of said entire tract; thence North 43°34'00" West 16.33 feet to the point of beginning. The above described part of an entire tract of property contains 0.186 acre (8114 square feet)

pt 01-108-0050

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as such facilities shall be maintained, with a right of reasonable ingress and egress to and from said right-of-way at reasonable locations designated by Grantee from time to time, to maintain, operate, repair, inspect, protect, remove and replace the same. Grantee shall repair all damage to the property caused by the exercise of its right to enter upon Grantor=s property, including but not limited to, repair, restoration and/or replacement of any landscaping, trees, shrubbery, curbing, sidewalks, asphalt or other improvements to Grantor=s property injured, destroyed or damaged by reason of the exercise of any of Grantee=s rights hereunder. Grantee agrees to indemnify, defend and hold harmless Grantor from and against any claims, actions, damages, losses, costs or expenses (including reasonable attorneys= fees) incurred by Grantor by reason of Grantee=s acts or omissions in the use of the easement granted hereby.

Grantor, and its successors and assigns, shall have the right to use said premises except they will not use the property in any way which will unreasonably interfere with the waterline. This easement shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the

successors and assignees of Grantee, and may be assigned in whole or in part by Grantee.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 18<sup>th</sup> day of August, 2000.

GRANTOR:

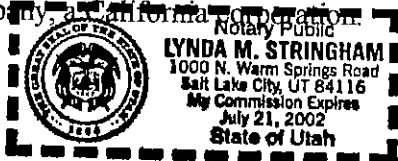
GRANITE CONSTRUCTION COMPANY,  
a California corporation

By Bruce M. Lowan  
Its Branch Manager

STATE OF UTAH )

County of ) :SS

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of August, 2000, by Bruce M. Lowan, who is the Branch Manager of Granite Construction Company, a California corporation.



My Commission Expires:  
July 21, 2002

NOTARY PUBLIC  
Residing in  
Lynda M. Stringham  
Salt Lake