

EASEMENT

4044553

JAMES POINTE PROPERTY, LTD., a Texas limited partnership, hereby conveys and warrants to MURRAY CITY, a municipal corporation of the State of Utah, its successors and assigns, Grantee, for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual non-exclusive easement and right of way for the installation and continued maintenance, repair, alteration and replacement of water lines, sewer lines and power lines, meters, manholes, cleanouts, fire hydrants, valves and other related facilities (herein collectively "utility improvements") of the Grantee, necessary for providing such water, sewer, power and storm drain services to the real property described hereinbelow, such easement and right of way to be upon and across the real property of the Grantor located in Salt Lake County, State of Utah, described as follows:

Beginning at a point 40.00 feet perpendicularly distant Westerly from the centerline of 725 East Street, said point being South 92.58 feet, West 2.92 feet, and South 0°01'56" East parallel with the centerline of 700 East Street 167.14 feet to the North right of way line of Interstate I-215; from the Northeast corner of the Southeast quarter of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence Westerly along said North line the following 4 courses, (1) North 88°56'00" West 418.440 feet; thence (2) North 83°30'55" West 427.310 feet; thence (3) North 8°17'01" East 25.00 feet; thence (4) North 81°42'59" West 322.660 feet; thence North 0°12'43" West 136.339 feet; thence South 89°48'29" East 6.600 feet; thence North 0°05'19" West 317.992 feet, thence South 84°35'35" East 265.482 feet; thence South 0°06'34" East 133.683 feet; thence South 84°45'00" East 322.059 feet; thence North 3.80; thence South 86°45'33" East 70.99 feet; thence North 2°23'23" East 125.889 feet; thence South 84°35'35" East 479.037 feet; thence South 01°46'52" East 474.071 feet to the point of beginning.

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

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Grantee agrees that all utility improvements shall be located at areas other than at the location of buildings constructed or to be constructed upon the real property as specified from time to time by Grantee, its agents, successors and assigns, however that such utility improvements may be connected to such buildings as necessary to provide such utility services.


Grantee agrees to hold and save the Grantor, harmless from any and all damages arising from its use of the right, easement, and right of way herein granted and agrees to repair any damage or pay the reasonable value of said damages, at Grantee's option, which may arise to the real property (including improvements thereon) through Grantee's use, occupation and possession of the rights herein granted.

Grantor, its successors and assigns, reserves the right to request a reconveyance of this easement, upon the simultaneous grant to Grantee of a non-exclusive easement for the same purposes specified herein but specifically identifying the location of such utility improvements by way of legal description or "as built" survey.

WITNESS the hand of Grantor, this 23rd day of January, 1985.

JAMES POINTE PROPERTY, LTD.,
a Texas limited partnership

By: DASEKE PROPERTIES CORPORATION,
a Texas Corporation,
General Partner

By: 
Michael J. Canning
Its Executive Vice President

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