

Please return to:
Salt Lake City Public Utilities
Attn.: Karryn Greenleaf
1530 South West Temple
Salt Lake City, Utah 84115
County Sidwell No. 08- 26-277-001-0000

8336550
08/29/2002 02:03 PM NO FEE
Book - 8640 Pg - 544-546
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
BY: SEM, DEPUTY - MI 3 P.

EASEMENT

GRANITE CONSTRUCTION COMPANY, a California corporation, successor-in-interest to **CONSTRUCTION PROPERTIES, INCORPORATED**, whose mailing address is P.O. Box 50085, Watsonville, California 95077-5085 ("Grantors"), hereby conveys to **SALT LAKE CITY CORPORATION**, a municipal corporation of the State of Utah, whose address is 451 South State Street, Salt Lake City, Utah 84111, its successors-in-interest and assigns ("Grantee"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, a 30-foot wide perpetual easement and right-of-way for construction, operation, and continued maintenance, repair, alteration, inspection and replacement of the water main facilities, together with any service lines and all facilities attendant thereto, upon, over, under, across and through certain real property, situated in Salt Lake County, State of Utah, which easement is more particularly described as follows:

Description of easement:

Located in the Northeast Quarter of Section 26,
Township 1 North, Range 1 West, Salt Lake Base & Meridian

Beginning at a point being South 89°59'34" East 16.00 feet and South 00°00'26" West 987.92 feet East 809.17 feet from the Northwest Corner of Block 60, Kinney & Gourley's Improved City Plat as found on file in the office of the Salt Lake County Recorder, Book "A", Page 89, said point of beginning also being North 00°00'55" West 1558.57 feet and West 506.39 feet from a street monument located at the intersection of 800 North Street and 700 West Street;

thence North 88°54'31" West 30.00 feet;
thence North 25.85 feet;
thence North 20°14'09" West 13.26 feet;
thence North 69°45'51" East 30.00 feet;
thence South 20°14'09" East 18.61 feet;
thence South 31.78 feet to the point of beginning.

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8-28-2002

Containing 1,342 square feet, 0.03 acres

And also:

Located in the Northeast Quarter of Section 26,
Township 1 North, Range 1 West, Salt Lake Base and Meridian

Beginning at a point being South 89°59'34" East 16.00 feet and South 00°00'26" West 1017.92 feet and East 809.17 feet from the Northwest Corner of Block 60, Kinney & Gourlay's Improved City Plat as found on file in the office of the Salt Lake County Recorder, Book "A", Page 89, said point of beginning also being North 00°00'55" West 1528.57 feet and West 506.40 feet from a street monument located at the intersection of 800 North Street and 700 West Street;

thence North 88°54'31" West 482.16 feet;
thence North 27°19'23" West 85.57 feet;
thence North 81°06'36" West 71.94 feet;
thence South 22°02'55" West 83.43 feet;

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thence North 62°56'05" East 22.30 feet;
thence North 22°02'55" East 79.41 feet;
thence North 60°14'09" East 25.94 feet;
thence South 81°06'36" East 94.49 feet;
thence South 27°19'23" East 82.91 feet;
thence South 88°54'31" East 463.71 feet;
thence South 30.00 feet to the point of beginning.

Containing 22,858 square feet, 0.52 acres

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree with respect to the Easement as follows:

1. Grantor may construct improvements and landscaping (except for trees and permanent structures or buildings) within the easement as long as such improvements do not interfere with the City's access and use of the easement.
2. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with the Grantee's use, occupation or enjoyment of this Easement, without liability to Grantor, and without any obligation of restoration or compensation.
3. Grantee shall be entitled to unrestricted 24-hour per day, 365-days per year access to the Easement Property for all purposes related to the ownership, operation, maintenance, alteration, repair, inspection and replacement of the Facilities.
4. This Easement shall be liberally construed in the favor of the Grantee.

WITNESS the hand of the Grantor this _____ day of _____, 2002.

GRANITE CONSTRUCTION COMPANY, a
California corporation, successor-in-interest to
CONSTRUCTION PROPERTIES,
INCORPORATED



By: MARK E. BOITANO
Its: SENIOR VICE PRESIDENT

No. 5193

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