

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

8336551
08/29/2002 02:03 PM NO FEE
Book - 8640 Pg - 547-548
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
BY: SBM, DEPUTY - WI 2 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 20-foot wide perpetual easement and right-of-way for construction, operation, and continued maintenance, repair, alteration, inspection and replacement of the ditch 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:

(hereinafter, the "Easement Property")

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

Beginning at a point on the west line of said Denver & Rio Grande Western Railroad, said point being South 89°59'34" East 16.00 feet and South 00°00'26" West 299.91 feet and East 546.88 feet from the Northwest Corner of Block 60, Kinney & Gourlay's Improved City Plat as found on the 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 2246.48 feet and North 89°59'34" West 768.41 feet from a street monument located at the intersection of 800 North Street and 700 West Street;

RE
8-28-2002

thence North 89°59'34" West 415.01 feet along said North line of 1100 North Street;
thence Northwesterly 183.84 feet along an arc of a 121.15 foot radius curve to the right (center bears North 00°00'26" East long chord bears North 46°31'15" West 166.70 feet with a central angle of 86°56'38");
thence North 03°03'00" West 35.17 feet;
thence North 03°25'46" West 101.97 feet;
thence North 85°27'26" East 20.00 feet;
thence South 03°25'46" East 102.36 feet;
thence South 03°03'03" East 35.30 feet;
thence Southeasterly 153.49 feet along an arc of a 101.15 foot radius curve to the left (center bears North 86°57'04" East long chord bears South 46°31'15" East 139.18 feet with a central angle of 86°56'38");
thence South 89°59'34" East 380.90 feet;
thence North 29°13'15" West 170.55 feet;
thence North 60°46'45" East 20.00 feet to the west line of the Denver & Rio Grande Western Railroad;
thence South 29°13'15" East 204.66 feet along the west line of said Denver & Rio Grande Western Railroad to the point of beginning,

Containing 17,832 square feet, 0.41 acres

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

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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 13th day of August, 2002.

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



By: MARK E. BOITANO
Its: SENIOR VICE PRESIDENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

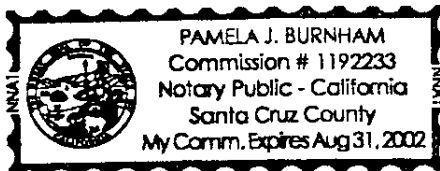
No. 5193

State of California
County of Santa Cruz

On 8/13/02 before me, Pamela J. Burnham Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Mark E. Boitano
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.


SIGNATURE OF NOTARY

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Easement (containing 17,832 sq ft)
NUMBER OF PAGES 2 DATE OF DOCUMENT August 13, 2002
SIGNER(S) OTHER THAN NAMED ABOVE None

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☒ CORPORATE OFFICER Sr. Vice President
TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
Granite Construction Company
successor-in-interest to
Construction Properties Inc.