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Book - 8800 Pg - 1783-1786
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ROY B MOORE, P.C.
428 E 6400 S STE.140
MURRAY UT 84107
BY: SMR, DEPUTY - WI 4 P.

WHEN RECORDED MAIL TO

ROY B. MOORE P.C. & ASSOCIATES
428 E. Winchester, Suite 140
Murray, UT 84107

GRANT OF EASEMENT

This Agreement is made and entered into this 15th day of May, 2003, by and between Reed L. Martineau and Gloria J. Martineau, Grantors and Walker Lane Easement Associates, LLC, Grantee.

WITNESSETH

WHEREAS, Grantors own certain real properties situated in Salt Lake County, State of Utah, which are more specifically described and referred to herein below; and

WHEREAS, Grantee desires to acquire right of ways and easements for private utilities as hereinafter identified from Grantors to service four residential properties adjacent or in reasonable proximity to the location of the desired easement and right of way; and

WHEREAS, Grantors, for valuable consideration, are willing to grant to Grantee without warranty of title a perpetual right of way and easement to install, lay, maintain, operate, repair, inspect, protect, remove and replace private underground utilities over and across said property owned by Grantors in Salt Lake County, Utah.

NOW, THEREFORE, it is mutually agreed as follows:

1. Grantors hereby CONVEYS and GRANTS to Grantee, without warranty of title, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, a non-exclusive perpetual right of way and easement to install, lay, maintain, operate, repair, inspect, protect, remove and replace water pipelines, valves, valve boxes and other water transmission and distribution facilities, sewer lines with appurtenant manholes and lateral connections and valves, gas lines valves, valve boxes and other gas transmission and distribution facilities, and electrical, electronic, laser and other similar or related voice and data transmission lines and lateral connections together with such other activities necessary and reasonable to facilitate such activities. All of said conveyances and rights herein granted are hereinafter called "Facilities." Said right of way and easement being situate in the County of Salt Lake, State of Utah, and more particularly described, as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, so long as such Facilities shall be utilized by property owners adjacent thereto having been granted use thereof by the Grantee, with the right of ingress and egress on said right of way to construct, maintain, operate, repair, inspect, protect, remove and replace the Facilities.

During temporary periods, Grantee may use such portion of the property along and adjacent to said right of way owned by Grantors as may be reasonably necessary in connection with the construction, maintenance, repair, removal or replacement of said Facilities, Grantors and those having been granted

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ingress and egress rights of way shall have the right to use said premises except for the purpose for which this right of way and easement is granted to the said Grantee. It is agreed that as to any connection to any of the facilities or utilities to be constructed within the easement herein grantors shall have the right to make separate arrangements and charge separately for the same.

2. Grantors shall not build or construct or permit to be built or constructed any building or other improvement over or across said right of way nor change the contour thereof without the written consent of Grantee. This right of way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee, and shall constitute a covenant running to and with the land of the fee title owners to which laterals are connected to the utilities constructed pursuant to the easement granted herein.


3. Upon completion of construction and/or repair or replacement of said Facilities, Grantee shall perform all cleanup work, repair, maintenance, resurfacing, replanting, reseeding or such other restoration or improvement work as is necessary to place the property subject to said right of way and easement in as good a condition as before the commencement of said work.

4. Grantee agrees to indemnify and hold Grantors harmless from any and all liability incurred as a result of damage to property or injury or death of any person occurring on said right of way and easement caused by the negligence of Grantee or its agents in the performance of construction, maintenance, repair, removal, or replacement of the Facilities for the duration of the easement granted, whether during the construction period of the Facilities or otherwise, except as caused by the negligence of Grantors.

WITNESS, the hand of said Grantors this 15th day of May, 2003.

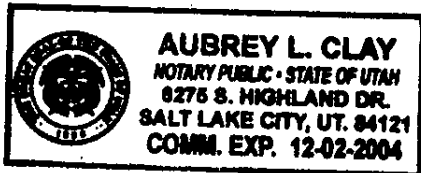
Grantors:


Reed L. Martineau


Gloria J. Martineau

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 15th day of May, 2003, personally appeared before me Reed L. Martineau and Gloria J. Martineau the signers of the above instrument, who duly acknowledged to me that they executed the same.

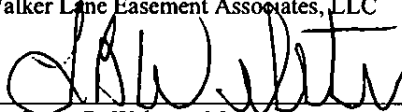



NOTARY PUBLIC

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Grantee:

Walker Lane Easement Associates, LLC



By: Larry B. Webster, Manager

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

On the 19 day of May, 2003, personally appeared before me Larry B. Webster, who signed the foregoing instrument, and he/she/they acknowledged to me that he/she/they is the Manager of Walker Lane Easement Associates, LLC, a Utah limited liability company, and that he/she/they executed the same on behalf of said limited liability company by authority of a resolution of the members or pursuant to its Operating Agreement.



NOTARY PUBLIC

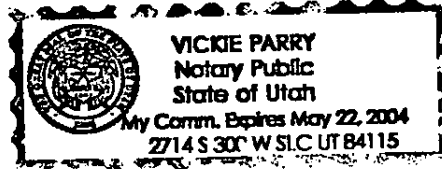


EXHIBIT "A"

DESCRIPTION OF PROPERTY

Beginning at a fence post at the Northwest corner of the property described in the warranty deed to Louise H. Roberts, recorded July 5, 1913, in Book "9-H" of Deeds, Page 293, as Entry #311732 of the official records of Salt Lake County, Utah, and which is located South 382.8 feet and East 516.12 feet from the Northwest corner of the Northwest quarter of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being also South 388.3 feet and 481.33 feet East from the re-established Northwest corner of the Northwest quarter of said Section 15; and running thence South 22° West 347.58 feet along the West fence line of said property so conveyed to Louise H. Roberts; thence South 16° 20' East 95.04 feet; thence South 9° 45' East 76.13 feet; thence South 36° East 136.5 feet; thence South 28° 30' East 94.08 feet; thence South 86° East 169.66 feet; thence South 67° 34' East 120.52 feet; thence North 27.04 feet; thence North 67° 34' West 114.26 feet; thence North 86° West 160 feet; thence North 28° 30' West 82 feet; thence North 36° West 130 feet; thence North 9° 45' West 72.98 feet; thence North 16° 20' West 87.8 feet; thence North 22° East 349 feet; and thence West 26.97 feet to the point of beginning.