

WHEN RECORDED, PLEASE RETURN TO:

Victor A. Taylor, Esq.
Kimball, Parr, Waddoups, Brown & Gee
185 South State Street, Suite 1300
Salt Lake City, Utah 84111

ENT. 65198 BK 4040 PG 564
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1996 AUG 8 4:31 PM FEE 14.00 BY MM
RECORDED FOR AFFILIATED TITLE COMPANY IN

DEED OF EASEMENT

[Lake Ridge Associates, L.C./West Union Canal Company]

THIS INSTRUMENT is entered into as of the 7th day of August, 1996, between LAKE RIDGE ASSOCIATES, L.C., a Utah limited liability company ("Grantor"), whose address is 127 South 500 East, Suite 100, Salt Lake City, Utah 84102, and the WEST UNION CANAL COMPANY ("Grantor"), whose address is 230 East 2050 South Orcutt, Utah 841058.

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor hereby conveys to Grantee a perpetual, nonexclusive right-of-way and easement for the purpose of conveying irrigation water within an existing reinforced concrete pipe under certain real property located in Utah County, Utah, described as follows:

A 16.00 foot easement 8.00 feet on each side of the following-described centerline: Commencing at a point located South 01°05'18" East along the one-quarter Section line 766.51 feet and West 1016.71 feet from the North one-quarter corner of Section 27, Township 6 South, Range 2 East, Salt Lake Base and Meridian, and running thence South 40°06'43" East 189.11 feet; thence South 38°16'23" East 499.46 feet to a point located South 01°05'18" East along the one-quarter Section line 1303.35 feet and West 595.69 feet from the North one-quarter corner of said Section 27.

GRANTEE SHALL maintain such pipe in a reasonably good, clean and safe condition and repair, reasonably free from debris, rubbish and other foreign materials. If Grantee fails to comply with the provisions of the preceding sentence, Grantor may (but is not obligated to), after giving twenty (20) days' written notice to Grantee, perform or cause to be performed such work as is necessary to cause such pipe to so comply. In such event, all sums reasonably expended and all costs and expenses reasonably incurred by Grantor in connection with such work shall be paid promptly to Grantor by Grantee on written demand.

IF ANY PARTY brings suit to enforce or interpret this instrument or for damages on account of the breach of any provision of this instrument, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing party is entitled.

THIS INSTRUMENT shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. This instrument shall inure to the benefit of, and be binding on, Grantor and Grantee their respective successors and assigns.

GRANTOR AND GRANTEE have executed this instrument on the respective dates set forth below, to be effective as of the date first set forth above.

GRANTOR:

LAKE RIDGE ASSOCIATES, L.C.,
by its manager:

THE BOYER COMPANY, L.C.,
a Utah limited liability company

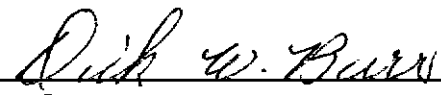
By 

Its Chairman

Date 7 August 1996

GRANTEE:

WEST UNION CANAL COMPANY

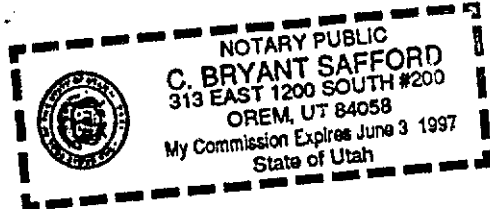
By 

Its President

Date 8/7/96

State of Utah)
 : ss.
County of Utah)

On this 7th day of August, 1996, before me personally appeared H. ROGER BOYER as chairman of THE BOYER COMPANY, L.C., a Utah limited liability company, which is the manager of LAKE RIDGE ASSOCIATES, L.C., a Utah limited liability company.

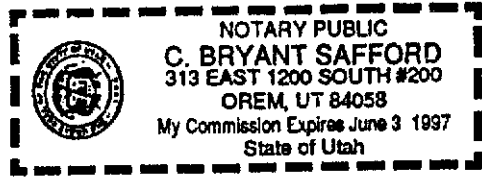


[Handwritten Signature]

NOTARY PUBLIC

State of Utah)
 : ss.
County of Utah)

On this 7th day of August, 1996, before me personally appeared DICK W. BURR, as president of the WEST UNION CANAL COMPANY.



[Handwritten Signature]

NOTARY PUBLIC