

WHEN RECORDED, RETURN TO:
JOHN W. ANDERSON, ESQ.
CLYDE, PRATT, GIBBS & CAHOON
77 West 200 South, #200
Salt Lake City, UT 84101

Q50
REBECCA GRATT

DEC 17 12 14 PM '81
John Anderson
REC'D

CLERK OF DISTRICT COURT,
SALT LAKE COUNTY, UTAH

4028895

GRANT OF EASEMENT

The Paragon Group, Inc., (herein "Paragon") a Texas corporation, whose address is 7557 Rambler Road, Suite 1200, Dallas, Texas, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, transfers and conveys to Big Ditch Irrigation Company (herein "Big Ditch"), a Utah non-profit corporation whose address is 3993 South 700 West, Salt Lake City, Utah, a non exclusive perpetual easement, together with a temporary easement, hereinafter described.

The easement hereby granted includes a perpetual right of ingress and egress, as well as a perpetual easement to construct, re-construct, operate, repair, replace and maintain a water pipeline or irrigation ditch and appurtenant facilities on, over, across, and through a strip of land twenty feet (20') wide, located within the bounds of the below described lands, together with a temporary initial construction easement, seventy-five feet (75') wide.

The easement referred to above and granted hereby is located within the bounds of the lands described in Exhibit "A" attached hereto and incorporated herein by reference.

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The grant of easement is given subject to the following:

1. At such time as the water pipeline or ditch is expressly located and capable of description with greater specificity, Paragon will execute and deliver to Big Ditch an easement grant that more specifically defines the easement. Big Ditch will cooperate with Paragon and will take reasonable steps to clear that portion of Paragon's title not involved in the easement grant.

2. Big Ditch may designate the location of the temporary and perpetual easement, subject to prior written approval of such location by Paragon or its successors or assigns, which approval will not be unreasonably withheld.

3. Said temporary easement shall be in effect eighteen (18) months after the easement has been signed by Paragon and Big Ditch.

4. Paragon shall have a limited right to occupy and use the surface of the perpetual easement. They will not build thereon any permanent structure or building, nor plant trees, shrubs or other plants or crops whose root zones would contact or interfere with the Big Ditch water line.

5. Big Ditch shall not be liable for any damages caused to improvements constructed on the surface of the perpetual easement. This would include, but not be limited to, restoring the disturbed landscape to its original condition after repairs are made to its system.

6. The easement grant shall be binding upon parties hereto and upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Grant of Easement as of the 10th day of December, 1984.

Paragon Group, Inc.
~~PARAGON, INC.~~

By: James W. Taylor
Its: Vice Pres

BIG DITCH IRRIGATION

By: L. E. Brown
Its: President

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

On this 10th day of December, 1984, personally appeared before me, James W. Taylor, who being by me first duly sworn on oath deposed and stated that he is the VICE PRESIDENT, of Paragon Inc., that he has read the foregoing, knows the contents thereof, that he is the signator hereto on behalf of Paragon Inc., and that he has been authorized by the corporation to execute this document.

Debra L. Andrews
NOTARY PUBLIC

Residing at: Salt Lake County

My Commission Expires:
10-6-88

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

On this 10th day of December, 1984, personally appeared before me, PAUL E. BROWN, who being by me first duly sworn on oath deposed and stated that he is the President, of Big Ditch Irrigation, that he has read the foregoing, knows the contents thereof, that he is the signator hereto on behalf of Big Ditch Irrigation and that he has been authorized by the corporation to execute this document.

Debra L. Andrews
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:

10-6-88

EXHIBIT "A"

Beginning at a point North 836.55 feet and West 1008.15 feet from the Southeast corner of Section 35, Township 1 South, Range 1 West, Salt Lake Meridian, said point also being 800.54 feet North $89^{\circ}54'15''$ West and South 922.90 feet from the monument at the intersection of 3900 South and 700 West Streets, and running East 66.0 feet; thence South 452.12 feet to the Mean High Water Line on the North bank of the Jordan River; thence along said Mean High Water Line South $73^{\circ}57'13''$ West 324.49 feet; thence leaving said water line North 676.16 feet to the intersection of an existing 16.5 foot road; thence along the center line of said road, South $67^{\circ}51'$ East 54.10 feet; thence South $46^{\circ}42'$ East 166.15 feet; thence leaving said center line and running East 74.82 feet to the point of beginning.

Subject to a right-of-way over a 16.5 foot (more or less) roadway, the center line of which is described as follows:

Commencing at a point on the East line of the above described property at a point North 570.40 feet and West 942.15 feet from said Southeast corner of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North $36^{\circ}25'30''$ West 73.04 feet; thence North $21^{\circ}53'$ West 200.35 feet; thence North $46^{\circ}42'$ West 197.45 feet; thence North $67^{\circ}51'$ West 54.10 feet to the West line of the above described property.

Contains 3.69 acres, not including road.