

B

VALLEY TITLE

# 1881

29348

EASEMENT

Return to: Haws-Ivory  
370 E. South Temple  
Suite 500  
Salt Lake City, UT 84111

GRANADA, INC., Grantor, for the sum of \$1.00 and other good and valuable consideration, hereby grants an 15 foot wide irrigation pipeline easement to LAKE BOTTOM IRRIGATION COMPANY, Grantee, for the purpose of conveying irrigation water across property owned by Granada, Inc. and described as follows:

Beginning at a point on the Northern boundary of the Plum Tree Shopping Center, said point being North 1926.26 feet and East 418.48 feet from the South quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines); and running thence South 88°26' West 351.036 feet; thence South 43°26' West 70.32 feet; thence South 1°34' East 250.00 feet; thence South 2°02'56" East 487.824 feet; thence South 42°28'23" West 119.90 feet to a point on the South boundary of the aforementioned parcel and the Northerly right-of-way line of 2200 North Street; said point being the location of an existing inlet to a corrugated metal irrigation pipe flowing Southwest under 2200 North Street.

Said easement is granted and accepted subject to the following terms and conditions:

1. The easement is granted with the understanding that Grantee has in the past exercised a prescriptive easement crossing over property owned by Grantor and described in attached Exhibit "A", and by acceptance of this easement does hereby release, terminate, and abandon all rights and claims accruing under that easement. Grantee acknowledges that the above described alignment may be modified to meet Grantors needs in developing the property easement passes over, subject to Grantee's approval, and agrees in advance to the attached alternative easement as illustrated on Exhibit "B".
2. Grantor expressly accepts responsibility for installation of said pipeline of 42-inch reinforced concrete pipe and other high quality materials and agrees to be responsible for repairs, replacement, and maintenance of said line. Grantor will diligently pursue all such work to completion and restore the easement to its former condition. Grantor accepts responsibility and liability for any property damage caused by the pipeline as it crosses Grantor's property. This maintenance agreement and acceptance of liability is to run to and be binding upon all successors or assigns of Grantor.
3. Grantor agrees that in developing its property there will be no interruption of the flow of irrigation water through its property; and to have completed all work involved in creating the easement line by April 1, 1987. Grantor acknowledges that the materials used for the pipeline will be such that there will be no greater loss of water than exists with the present ditch. Grantor agrees to not allow any surface drainage to enter the line.
4. Grantor expressly reserves to itself the right to use the surface of the easement and to cross over, build upon or pave the same, but gives to Grantee the right of inspection.
5. Grantee and its successors shall use the easement granted in such a manner that the use thereof will in no way hinder or prevent the proper use and reasonable enjoyment of the property over which the easement is granted.
6. Grantor agrees to pay up to \$500.00 to Grantee to offset costs of reviewing and accepting this easement.

STATE OF UTAH  
COUNTY OF UTAH

1986 SEP - 4 AM 10: 24  
NINA B. REID  
UTAH COUNTY RECORDER  
EFUT

VALLEY TITLE CO.

RECORDED IN THE OFFICE OF  
29348

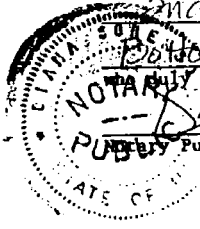
[Signature]  
Granada, Inc. by President  
[Signature]  
Lake Bottom Irrigation Company  
President

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On this 2nd day of SEPTEMBER, 1986, personally  
appeared before me C. Dean Larsen, President - Granada Inc  
and George S Kelly, President of Lake  
Bottom Irrigation Company

[Signature]  
Public

My Commission expires: 1-14-90  
Residing at: Crem Utah



**LEGAL DESCRIPTION**

Beginning on the North right-of-way line of 2200 North Street at a point which is North 1052.12 feet and East 548.93 feet from the South quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based upon the Utah Coordinate System, Central Zone, bearings of section lines) and running thence North 87°17'24" West 385.43 feet along said right-of-way line to the point of tangency with a 517.47 foot radius curve to the left; thence Westerly along the arc of said curve and right-of-way 436.517 feet through a central angle of 48°19'57" to the Easterly right-of-way line of University Parkway and a point on a 11539.16 foot radius curve to the left, (radius point bears South 44°49'53" West); thence Northwesterly along the arc of said curve and said right-of-way line 846.67 feet through a central angle of 4°12'14.4"; thence continuing along said right-of-way along the arc of a spiral curve 200.70 feet (chord bears North 49°51'55" West 200.70 feet); thence North 42°26' West 165.50 feet; thence leaving said right-of-way line North 1°14' East 150.653 feet; thence North 88°26' East 31.633 feet to a point on a fence which is North 1892.71 feet and West 1082.46 feet from said quarter corner; thence North 0°34'22" East 423.12 feet along a fence; thence North 43°13'18" East 63.21 feet; thence North 87°58'07" East 5.63 feet; thence North 1°32'23" West 18.71 feet; thence North 88°27'37" East 395.99 feet; thence South 38°18'55" East 606.857 feet; thence North 88°26' East 785.112 feet; thence South 1°26'08" East 770.362 feet; thence South 1°16'14" East 114.52 feet to the point of beginning.

Contains 34.336 Acres

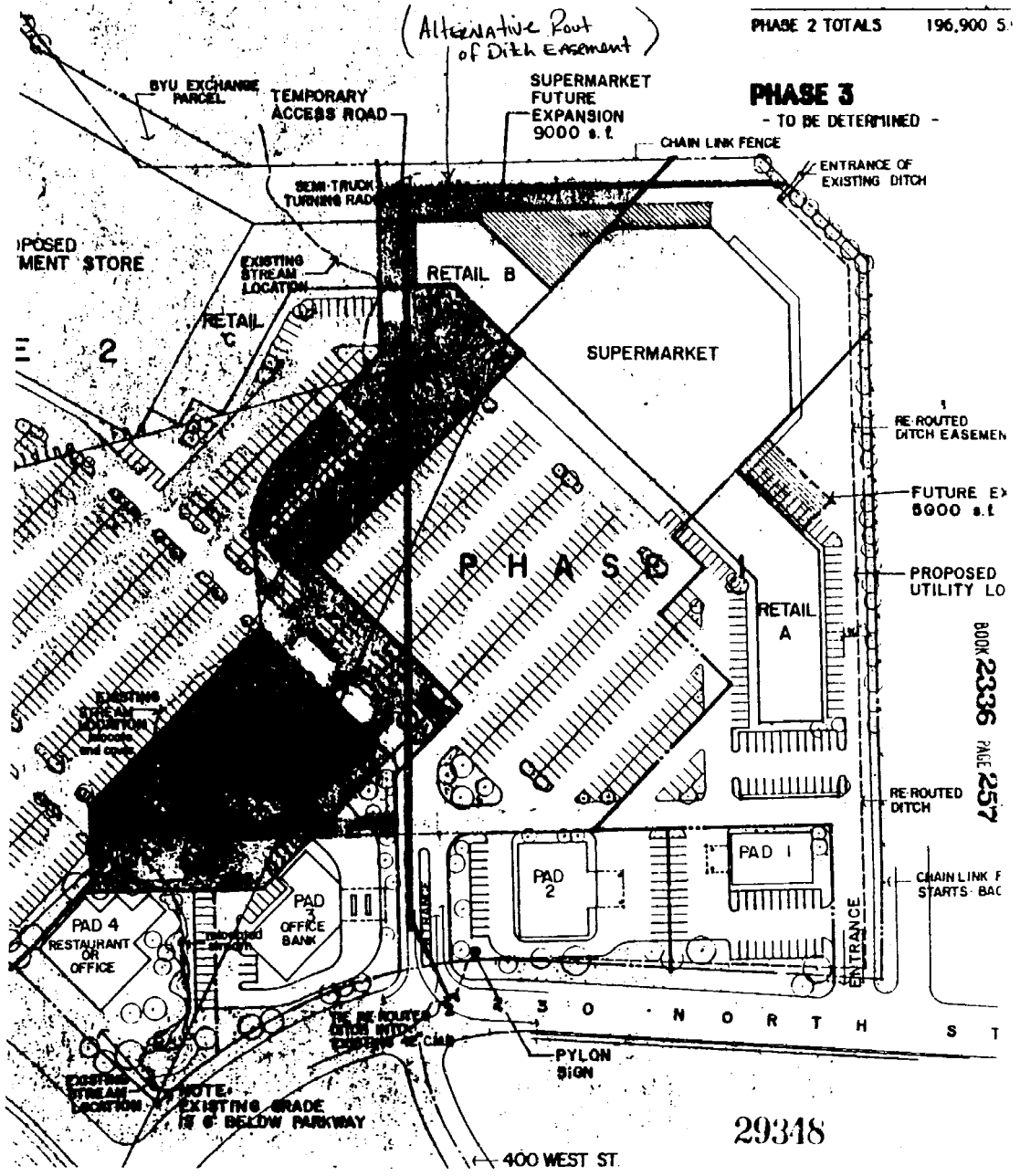
Exhibit B

DEPT. / HDWR.	30,000 S.I.
RETAIL SHOPS C & D	57,400 S.I.
<b>TOTAL</b>	<b>175,800 S.I.</b>

PAD 4	5,000 S.I.
PAD 5	5,000 S.I.
PAD 6	5,000 S.I.

PHASE 2 TOTALS 196,900 S.I.

**PHASE 3**  
- TO BE DETERMINED -



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