JERADEAN MARTIN,

GRANT OF EASEMENT

2391095

FASHION PLACE ASSOCIATES, a limited partnership in which Ernest W. Hahn, Inc., a corporation, is the general partner, VALLEY BANK INVESTMENT CO., a corporation, and WESTERN STATES TITLE COMPANY, a corporation, hereinafter jointly referred to as "Grantors," do hereby grant to CAHOON & MAXFIELD IRRIGATION CO., a Utah corporation, "Grantee," for the purposes hereinafter set forth and for such purposes only, a nonexclusive easement and right of way under and across the lands of Grantors situated in the City of Murray, County of Salt Lake, State of Utah, more particularly described on Exhibit A attached hereto and made a part hereof by this reference.

, Recorder Salt Lake County, Utah The easement and right of way hereinabove described shall be used by Grantee for the purpose of trenching, laying, constructing, operating, using, repairing, inspecting and/or removing therefrom irrigation pipe lines and appurtenant underground structures with any and all connections and devices necessary thereto for irrigation pipe line purposes.

No structure shall be maintained by Grantee upon the surface of the ground.

Grantors retain the right to use the surface areas and the nonexclusive right to use the subsurface areas of the easement and right of way in such manner as Grantors shall deem proper; provided, however, that if Grantors shall require Grantee to change or relocate Grantee's irrigation pipe lines or any equipment incidental thereto and in the performance of any of the work which Grantee is authorized to perform in the area of such easement and right of way, Grantee shall avoid any damage or interference with other installations in the areas of such easement or right of way.

Grantee accepts the easement and right of way with the knowledge that Grantors intend to improve the ground area of the easement herein granted and to use the same for motor vehicle parking and other similar purposes. In making any installation or in the performance of any work, Grantee shall adequately protect its installations against such use. Grantee shall complete all such installations prior to the date upon which Grantors shall notify Grantee that it intends to make such improvements upon the surface areas of the easement and right of way.

Grantee shall have the right of reasonable ingress and egress to the areas of such easement and right of way subject to the uses which Grantors are making of the surface areas of such easement.

In making any use of the easement, Grantee shall

- (a) Make adequate provision for the safety and convenience of all persons using such areas or other improvements or facilities in such areas;
- (b) Replace and restore the areas and improvements to the condition in which they were prior to the performance of such work;
- (c) Hold Grantors and other users of the easement harmless against claims including costs and attorneys' fees arising from its use of such area.

In its use of the easement and right of way herein granted,

Grantee shall not permit any claim, lien or other encumbrance arising

from such use, to accrue against or attach to said easement or right

of way or the interest of Grantors to said easement or right of way

or the interest of Grantors in the lands over or under which this

easement is granted.

Such easement shall terminate upon the cessation of use for more than one (1) year unless notice in writing is given of circumstances affecting such suspension and any intention of resumption of use.

	IN	WITN	ESS	WHEREOF,	this	ins	strument	is exec	uted th	nis _	26th		
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COUNTY OF Los Angeles	> ss.			
COUNTY OF LOS ANGELES	_ '			
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said State, personally appearedErnest	W. Hahn	known to m	ne to be the	
President, and		_, known to me to be the		
Secretary of ERNEST W. HAHN, II the within instrument and known to me to be the p		, the corporation t	hat executed	
executed the within instrument on behalf of said of	corporation.			
said corporation being known to me to be one of the Fashion Place Associates the	partners of		-	
that executed the within instrument, and acknowled	dged to me			
that such corporation executed the same as such p that such partnership executed the same.	partner and		•	
WITNESS my hand and official seal.	* *		* * * * * * * * * * * * * * * * * * *	
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BOOK 2968
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	(Corporation as a Partner of a Partnership)	
	STATE OF CALIFORNIA COUNTY OF Los Angeles ss.	
	said State, personally appeared — President, and — President, and — Secretary of the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporations aid corporation being known to me to be one of the partners of Fashion Place Associates The partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same. WITNESS my hand and official seal. Signature	t me, the undersigned, a Notary Public in and for how to me to be the Assistant of the corporation that executed the state of the corporation that executed the state of the s
ł	Name (Typed or Printed) Mv Commission Expires September 5, 1971	(This area for official notarial seal)

GRANT OF EASEMENT

2391095

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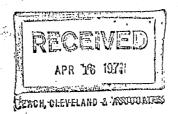
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•	(Corporation as a Partner of a Partnership)	(TI)	
	STATE OF CALIFORNIA		•
٠,	COUNTY OF Los Angeles SS.		
, •	On, before me, the undersigned, a Notary Public in and for		
	said State, personally appeared Ernest W. Hahn , known to me to be the		
HERE	President, and, known to me to be the		
H H	the within instrument and known to me to be the persons who		
STAPL	executed the within instrument on behalf of said corporation. said corporation being known to me to be one of the partners of	-	
is I	Fashion Place Associates the partnership that executed the within instrument, and acknowledged to me		
J	that such corporation executed the same as such partner and that such partnership executed the same.		
	WITNESS my hand and official seal.		
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. "	Name (Typed or Printed)		•
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	TO 449 C		
J	(Corporation) Utah	(TI)	
	STATE OF XXMKORAXX		
ļ	county of Utoh SS.		
A	On May 6, 1971. before me, the undersigned, a Notary Public in and for said		
	State, personally appeared		
HERE	known to me to be the President, and 5-H. Threndsen, known to me to be Secretary of the corporation that executed the willing I		
H	known to me to be Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within		
K	known to me to be the persons who executed the within Instrument, Lastrument on helfelf affathe corporation therein named, and acknowledged to the corporation executed the within lastrument on helfelf affathe corporation caecuted the within the corporation executed the within the corporation executed the within the corporation executed the within the corporation caecuted the within the corporation caecuted the within the corporation caecuted the within the corporation that executed the within Instrument, the corporation therein the corporation the corporation therein the corporation that executed the within Instrument, the corporation therein the corporation therein the corporation therein the corporation that executed the within the corporation therein the corporation that executed the within the corporation that the corporation therein the corporation that the corporat		
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-	STATE OF XXXXXXX COUNTY OF SALT LAKE SS.		PAGE
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1	On JUNE 14, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared LEWIS S. LIVINGSTON		44
	known to me to be the President, and ILEEN J. ANDEKSON	i	N
. 1	known to me to be Secretary of the corporation that executed the within Instrument		
į	instrument on penalt of the corporation therein named, and takenowledged to me that such corporation executed the gibbs	CON	
۰,	nstrument pursuant to its by-laws or a resolution of its board of directors.	Lightly.	
	WITNESS my hand and official seal		
/ 1	Signature Marsh & Seusen	Tu a 2: 1:	
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ALC: N		
3	TO 446 C (Corporation as a Partner of a Partnership) STATE OF CALIFORNIA COUNTY OF Los Angeles SS.	_
LE HERE	On April 26, 1971 said State, personally appeared Ed Backlund , known to me to be the President, and Ernest W. Hahn, Inc. the within instrument and known to me to be the persons who	9
** STAPL	executed the within instrument on behalf of said corporation. said corporation being known to me to be one of the partners of Fashion Place Associates , the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same. WITNESS my hapd and official seal.	Sugardistration describer.

Signature Alanche P. Henko
Blanche P. Henke

Name (Typed or Printed)
My Commission Expires September 5, 1971

(This area for official notarial seal)



April 7, 1971

Western States Title Co. 223 East 4th South Street Salt Lake City, Utah

> Re: Irrigation Pipeline Easement Through Fashion Place Shopping Center Murray, Utah (#2424-398)

Gentlemen:

The following are the descriptions of the storm drain-irrigation pipeline easements through Fashion Place Shopping Center, Murray, Utah:

Easement Across Bank Property

A 10' irrigation pipeline easement, the center line of which is described as follows:

Beginning at a point on the northerly line of Grantor's property, said point being 32.4 rods east, 3.6 rods north and S 86° E 75.53° from the N.W. Corner of Lot 2, Sec. 19, T. 2 S., R. 1 E., S.L.B. & M., said point of beginning also being N 4 26.40° E 211.60°; N 2 16.10° East 494.61° and S 86° E 75.53° from the monument in the intersection of 6400 South and State Streets; thence S 2 16.10° W 171.6° to the southerly line of Grantor's land.

Also: Beginning at a point that is 32.4 rods East, 3.6 rods north, S 86° E 75.73° and S 2°16°10" W 145.39° from the N.W. Corner Lot 2, Soc. 19, T. 2 S., R. 1 E., S.L.B. & M., said point of beginning also being N 4°26°40" E 211.60°, N 2°16°10" E 494.61°, S 86° E 75.53° and S 2°16°10" W 145.39° from the monument in the intersection of 6400 South and State Streets; thence S 65° 17° 40" E 74.12° to the southerly line of Grantor's land.

Entire Easement Across Shopping Center

A 10° irrigation pipeline casement in Sec. 19, T. 2 S., R. 1 E., S.L.B. & M., the center line of which is described as follows:

Beginning N 4°26'40" E 211.60', N 2°16'10" E 576.02' and S 87°43'50" E 75.53' from the monument in the intersection of 6400 South and State Streets;

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Western States Title

- 2 -

S 2° 16' 10" E 229.08'; thence
S 65° 17' 40" E 191.43'; thence
S 63° 11' 40" E 106.70'; thence
S 57° 59' 10" E 403.12'; thence
S 87° 43' 50" E 248.96'; thence
S 67° 33' 10" E 199.90'; thence
S 62° 42' 40" E 188.01'; thence
S 67° 35' 00" E 169.40'; thence
S 73° 07' 50" E 164.92'; thence
S 84° 37' 50" E 16', more or less to the west line of 3rd
East Street.

Very truly yours,

COON, KING & KNOWLTON

Hooper Knowlton, Jr., CEC

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EXHIBIT "A" Sheet 2 of 2 BOOK 2968 PAGE 445