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2391095

GRANT OF EASEMENT

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.

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

Recorded at Request of  
 at 9:58 AM Fee Paid \$ 9.00  
 By JERADDEAN MARTIN, Recorder Salt Lake County, Utah  
 Dep. Date  
 WESTERN STATES TITLE  
 JUN 14 1971

BOOK 2968 PAGE 439

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.

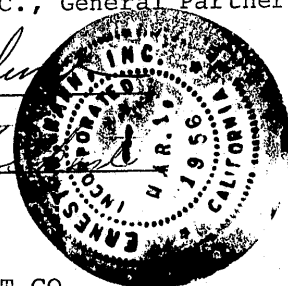
Such easement shall terminate upon the cessation of use for more than one (1) year unless notice in writing is given of circumstances affecting such suspension and any intention of resumption of use.

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IN WITNESS WHEREOF, this instrument is executed this 26th  
day of April, 1971.

FASHION PLACE ASSOCIATES,  
a limited partnership,  
By ERNEST W. HAHN, INC., General Partner

By *E. W. Hahn*  
and *Ernest W. Hahn, Inc.*



VALLEY BANK INVESTMENT CO.,  
a corporation,

By *Carl W. Cannon*  
and *Ed J. Anderson, Sec.*



WESTERN STATES TITLE COMPANY,  
a corporation

By *Anna D. Crumpton*  
and *Ed J. Anderson, Sec.*



BOOK 2968 PAGE 441

TO 445 C

(Corporation as a Partner of a Partnership)

(TI)

STATE OF CALIFORNIA }  
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 President, and \_\_\_\_\_, known to me to be the Secretary of ERNEST W. HAHN, INC., the corporation that executed

the within instrument and known to me to be the persons who 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 hand and official seal.

Signature \_\_\_\_\_

Name (Typed or Printed)

(This area for official notarial seal)

TO 449 C

(Corporation)

(TI)

Utah  
STATE OF ~~XXXXXXXX~~ }  
COUNTY OF Utah } SS.

On May 6, 1971, before me, the undersigned, a Notary Public in and for said State, personally appeared Carl V. Commons, known to me to be the President, and B.H. Thrandsen,

known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature *Carl W. Tenney*

Name (Typed or Printed)

(This area for official notarial seal)

TO 449 C

(Corporation)

(TI)

Utah  
STATE OF ~~XXXXXXXX~~ }  
COUNTY OF SALT LAKE } SS.

On JUNE 14, 1971, before me, the undersigned, a Notary Public in and for said State, personally appeared LEWIS S. LIVINGSTON, known to me to be the President, and ILEEN J. ANDERSON,

known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature *Floyd B. Jensen*

FLOYD B. JENSEN  
Name (Typed or Printed)

Com Exp 7-10-71



BOOK 2968 PAGE 442

TO 446 C  
(Corporation as a Partner of a Partnership)

(11)

STATE OF CALIFORNIA  
COUNTY OF Los Angeles } SS.

On April 26, 1971, before me, the undersigned, a Notary Public in and for said State, personally appeared Ed Backlund, known to me to be the President, and Lois Stockert, known to me to be the Assistant Secretary of Ernest W. Hahn, Inc., the corporation that executed

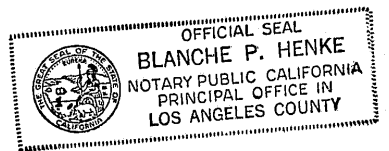
the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of Fashion Place Associates, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Signature Blanche P. Henke  
Blanche P. Henke

Name (Typed or Printed)

My Commission Expires September 5, 1971



(This area for official notarial seal)

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BOOK 2968 PAGE 439

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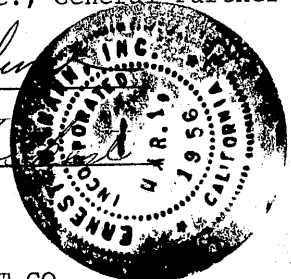
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By ERNEST W. HAHN, INC., General Partner

By E. B. Backlund  
and L. S. St...



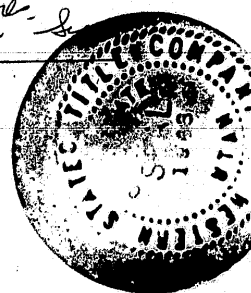
VALLEY BANK INVESTMENT CO.,  
a corporation,

By Carl W. Camm...  
and E. J. Thronson



WESTERN STATES TITLE COMPANY,  
a corporation

By Anna S. ...  
and Deen J. Anderson



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TO 446 C

(Corporation as a Partner of a Partnership)

(TI)

STATE OF CALIFORNIA }  
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 President, and \_\_\_\_\_, known to me to be the

Secretary of ERNEST W. HAHN, INC., the corporation that executed the within instrument and known to me to be the persons who 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 hand and official seal.

Signature \_\_\_\_\_

Name (Typed or Printed)

(This area for official notarial seal)

TO 449 C

(Corporation)

(TI)

Utah  
STATE OF ~~XXXXXXXXXX~~ }  
COUNTY OF Utah } SS.

On May 6, 1971, before me, the undersigned, a Notary Public in and for said State, personally appeared Carl V. Commons, known to me to be the President, and E.H. Thronsdon,

known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Name (Typed or Printed)

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TO 449 C

(Corporation)

(TI)

Utah  
STATE OF ~~XXXXXXXXXX~~ }  
COUNTY OF SALT LAKE } SS.

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WITNESS my hand and official seal.

Signature \_\_\_\_\_

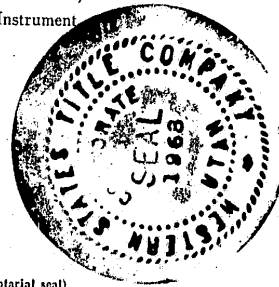
FLOYD B. JENSEN

Name (Typed or Printed)

Com Exp 7-10-71

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TO 446 C

(Corporation as a Partner of a Partnership)

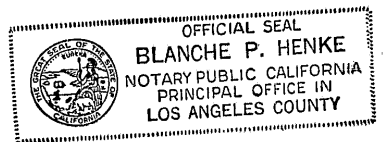
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the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of Fashion Place Associates, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.  
Signature Blanche P. Henke  
Blanche P. Henke



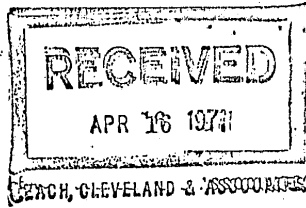
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My Commission Expires September 5, 1971

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APR 20 1971



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, 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" 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 easement 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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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

By Hooper Knowlton, Jr., CEC

HKJ:slw

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