

EASEMENT GRANT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **F. BURTON HOWARD AND CAROLINE HOWARD**, hereinafter referred to as GRANTOR, does hereby grant, convey and sets over unto, **WEST WARREN PARTNERSHIP, L.L.C.**, hereinafter referred to as GRANTEE, a perpetual, non-exclusive easement, over, through and across, the real property hereinafter described, for the purposes of the installation, repair, maintenance and or alteration of an irrigation pipeline. Installation of pipeline shall include a minimum of twelve inches, (12) of dirt, gravel or other natural material over the entire length of said pipeline.

The real property which is owned by the GRANTOR, which is the subject of this easement and to which the GRANTEE is entitled to use as described herein is described as follows:

A FIFTEEN FOOT, (15.00), WIDE IRRIGATION EASEMENT BEING SEVEN AND ONE HALF FEET, (7.5), EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE. BEGINNING AT A POINT 716.35 FEET SOUTH 89 DEG 04 MIN 07 SEC EAST FROM THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, RUNNING THENCE SOUTH 17 DEG 32 MIN 03 SEC EAST 544.14 FEET; THENCE SOUTH 27 DEG 39 MIN 46 SEC WEST 137.76 FEET; THENCE SOUTH 36 DEG 02 MIN 07 SEC EAST 47.83 FEET TO A POINT WHICH TERMINATES INSIDE THE EXISTING WARREN CANAL EASEMENT BY RIGHT OF USE.

Neither the GRANTOR or the GRANTEE, shall build or construct or permit to be built or constructed, any building or other permanent structure over or across said right-of-way easement which would adversely affect the use of the property herein stated, for the purposes of this easement.

Nothing shall be stored or parked, on or over said easement which would affect the ability of the GRANTOR to the use the property for its intended purpose or which would prohibit the access of easement in the event of an emergency.

This agreement shall bind the heirs, executors, administrators, successors and assigns of the GRANTOR and the GRANTEE.

IN WITNESS WHEREOF, the GRANTOR has executed this easement this 01-09-05 day of **JANUARY 2005**.

F. Burton Howard
F. BURTON HOWARD

Caroline Howard
CAROLINE HOWARD

ACCEPTED AS TO TERMS AND CONDITIONS

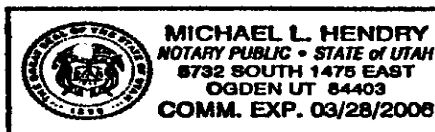
WEST WARREN PARTNERSHIP, L.L.C.

BY: Craig F.

STATE OF UTAH
COUNTY OF WEBER

ON THIS 9 THE DAY OF **JANUARY 2005**, PERSONALLY APPEARED BEFORE ME, THE SIGNER(S) OF THE FOREGOING INSTRUMENT, **F. BURTON HOWARD AND CAROLINE HOWARD AND WEST WARREN PARTNERSHIP, L.L.C.** BY ITS MANAGER, WHO DULY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE CAPACITIES STATED HEREIN.

Michael L. Hendry
NOTARY PUBLIC



E# 2078795 PG1 OF 1
DOUG CROFTS, WEBER COUNTY RECORDER
07-JAN-05 401 PM FEE \$10.00 DEP SGC
REC FOR: MOUNTAIN.VIEW.TITLE