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AGREEMENT AND GRANT OF EASEMENT

Handwritten signature: Jacqueline Pope
JACQUELINE POPE

MEMPHIS TITLE CO.

NOV 15 2 55 PM '84

KATHIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

THIS AGREEMENT is made and entered into in Salt Lake County, State of Utah, by and between the Big Ditch Irrigation Company, a Utah Non-profit mutual water company, hereinafter referred to as "Big Ditch", and Granada, Inc., a Utah Corporation hereinafter referred to as "Granada".

W I T N E S S E T H:

WHEREAS, the Big Ditch is the Owner of an irrigation ditch easement for use by its shareholders in the delivery of water; and

WHEREAS, Granada owns property burdened by the Big Ditch easement; and

WHEREAS, Granada desires to make certain changes in the nature of the ditch easement to better use and develop the property; and

WHEREAS, the parties have jointly agreed upon a plan by which the changes can be made.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, Big Ditch grants Granada the right to make the changes in the Big Ditch irrigation system as described below and as shown on the plan marked Exhibit "A" attached hereto and by this reference incorporated herein.

1. PROPERTY DESCRIPTION.

Granada represents and warrants it is the owner of the following described real property and that it has the right, power and authority to encumber and burden the property as provided in this Agreement. The subject property so warranted is located in Salt Lake County, State of Utah and is more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof.

2. CONSIDERATION FEE.

Granada shall purchase pipe of the size and type specified by Big Ditch on or before January 1, 1985, and have it

delivered at a site determined by the Big Ditch. The total cost to Granada shall not be more than Five Thousand Dollars (\$5,000.00).

3. RELOCATION OF DITCH AND ALTERATIONS.

Granada desires to relocate the existing ditch that crosses the above-referenced property. To accomplish this, Granada shall do the following:

(a) Granada shall relocate the Ditch as shown on the attached Exhibit "A", using 30" reinforced concrete pipe, with rubber gaskets and bell type ends.

(b) Granada shall fill, level and compact that section of ditch being bypassed and abandoned with appropriate fill material or otherwise improve the abandoned ditch so as to insure that the abandoned ditch is not a public nuisance or hazard and does not subside or otherwise settle

(c) Granada shall install at those locations shown on the attached Exhibit "A", clean-out boxes with covers, with approximate dimensions of 36"X36" and a 12" depth sedimentation catch trap located in the bottom of each of the boxes. The covers shall be of 3/8 "diamond-tred" metal with B.D.I.C. stamped thereon in block letters at least 6" high.

(d) Granada shall install a concrete apron structure at the outlet where the pipe section enters the open ditch as shown on Exhibit "A". At the end of the apron structure Granada shall install a catch basin made of reinforced concrete at least 18" deep and placed below the end of the apron. The apron size and location shall be approved by Big Ditch before installation.

(e) The pipe, boxes, and all other items necessary to accomplish the changes contemplated herein shall be installed by Granada and will be the property of Big Ditch and its successors in interest, and it will be the obligation of Big Ditch and its successors to repair or replace the pipe and boxes as necessary to insure the safe and effective operation of the Big Ditch Irrigation Company system in those areas affected by this Agreement.

4. RIGHT OF INSPECTION AND NO INTERRUPTION

(a) Big Ditch shall have the right to inspect and approve the installation of the pipe and clean-out boxes prior to back-filling the necessary trenches. Big Ditch shall also have the right to inspect and approve the fill material being placed in the by-passed and abandoned section of ditch. Granada or its contractor will notify Big Ditch when the construction of the pipeline commences and permit reasonable access for inspection throughout the construction. Big Ditch must inspect within a reasonable time not to exceed two (2) business days after receiving notice.

(b) It is expressly understood and agreed that the existing ditch shall not be filled or covered until the proposed ditch is complete and all work performed by Granada shall be accomplished without interrupting the flow of the Big Ditch water.

5. COSTS.

All costs in accomplishing the changes contemplated by this Agreement, shall be borne by Granada, including Engineering fees, construction and material costs. In the event that the Big Ditch deems it necessary to hire engineers of their own, in addition to those employed by Granada, Granada agrees to pay reasonable and customary engineering fees not to exceed Five Hundred Dollars (\$500.00), incurred by the Big Ditch to supplement or review the proposed changes.

(a) All construction work and alterations to the ditch made by Granada shall be made in a workmanlike manner and shall be coordinated with Big Ditch so as to minimize interference with the operation of the irrigation system, to the extent possible.

6. MAINTENANCE.

(a) Big Ditch shall maintain the sections of ditch affected by this Agreement and clean the boxes at its discretion.

(b) In accomplishing repairs, Big Ditch shall not be liable for any damages caused to improvements constructed by the owner of the property over the Ditch. For example, but not by way

of limitation, Big Ditch shall not be obligated to restore the disturbed landscape to its original condition.

(c) In lieu of any obligation to maintain the improvements installed pursuant to this Agreement, Granada shall pay directly to Big Ditch the sum of Three Thousand Dollars (\$3,000).

7. WARRANTIES.

(a) Granada shall secure from the contractor constructing the improvements contemplated by this Agreement a one (1) year warranty with respect to such improvements, which warranty will run in favor of or be assigned to Big Ditch.

(b) In addition to the warranty set forth in subparagraph (a) above, Granada shall, for a period of two (2) years following completion of construction, warrant that the improvements have been properly constructed. Granada shall give written notice to Big Ditch of the completion of construction.

(c) To facilitate enforcement of any remedy of Big Ditch arising out of the warranties set forth in subparagraphs (a) and (b), Granada shall pay Big Ditch the sum of Four Thousand Dollars (\$4,000.00) which shall be deposited in a mutually acceptable interest bearing account. This money, with interest, shall be returned to Granada at the end of the two (2) year warranty period described in subparagraph (b) above, if Big Ditch makes no claim under said warranties.

8. INDEMNIFICATION.

Granada shall indemnify, defend and in all respects hold Big Ditch harmless from and against any and all damages, injuries, claims, demands, debts or other causes of action of any nature whatsoever, arising out of or in connection with the design, construction, installation and change contemplated to the Big Ditch system by this Agreement or as a result of Granada failure to repair or reconstruct such changes in the event of damage or destruction, including, but not limited to actions for personal injury, wrongful death and/or loss and destruction or damage to property, both real and personal.

9. GRANT OF EASEMENT.

Granada hereby grants and conveys, against all claiming by, through or under it, an irrigation ditch easement on that section of ditch being relocated and described in Exhibit "C" attached hereto and incorporated herein by reference. The conveyance shall be subject to the terms and conditions of this Agreement. Big Ditch hereby renounces and releases any right, title or interest it has to the balance of the property (i.e. any land described on Exhibit "B" which is not described on Exhibit "C") and warrants that no person claims an interest in the property arising by, through or under Big Ditch.

10. ATTORNEY'S FEE.

In the event it becomes necessary or desirable for either party to obtain the services of an attorney to enforce any of the provisions of this Agreement, or to make claim for damages, specific performance or for any breach under this Agreement, then the prevailing party in such dispute shall be entitled to recover its reasonable attorney's fees incurred in the prosecution or defense of such dispute.

11. LIEN ON LAND.

Nothing herein shall be construed to give Big Ditch or its successors a lien on the property described in Exhibit "B".

12. BINDING EFFECT.

This document shall be binding upon the parties hereto and upon their heirs, successors, administrators and assigns.

13. TERMS

Wherever used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

14. COOPERATION.

Big Ditch shall assist Granada in securing the consent of adjoining property owners to any realignment of the irrigation system that may be desirable in the immediate vicinity of the property described on Exhibit "C" to facilitate the improvements contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands
this 15th day of November, 1984.

GRANADA, INC.

BY: Wayne R. Jensen

ITS: Vice President

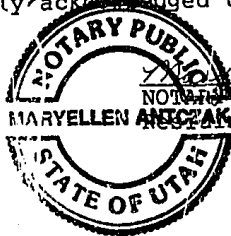
BIG DITCH IRRIGATION COMPANY

BY: Paul E. Brown

ITS: President

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 15th day of November, 1984, personally
appeared before me Wayne Jensen, the signer of the
foregoing instrument, who duly acknowledged to me that he executed
the same.

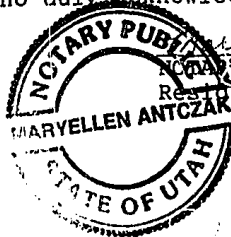


My commission expires:

3/31/86

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 15th day of November, 1984, personally
appeared before me Paul E. Brown, the signer of
the foregoing instrument, who duly acknowledged to me that he
executed the same.



My commission expires:

3/31/86

EXHIBIT "A"

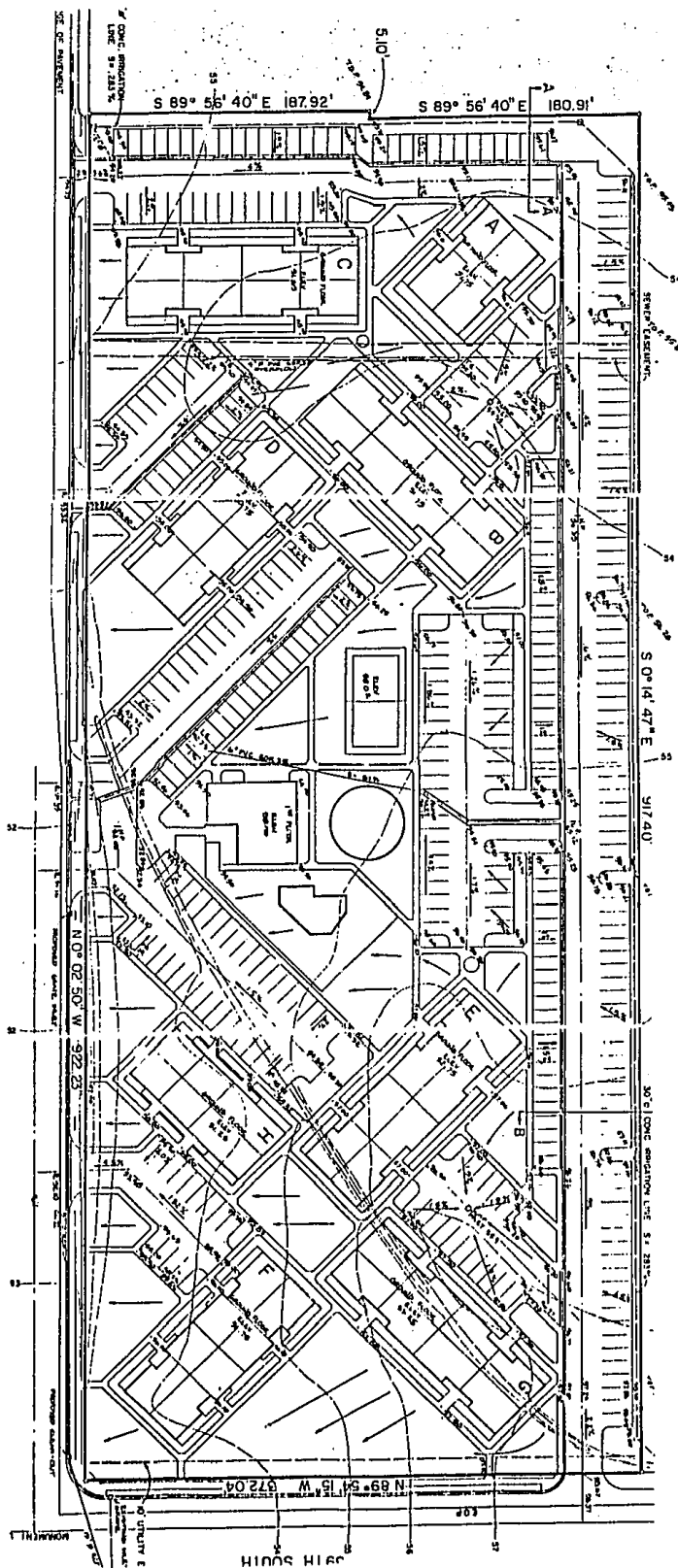


EXHIBIT "B"

The following described property is located in Salt Lake County,
Utah:

Beginning at the Southwest corner of Lot 2, Block 13, Ten Acre
Plat "A", Big Field Survey; and running thence North 0°02'50"
West 922.35 feet; thence South 89°56'40" East 187.92 feet; thence
South 0°15'47" East 5.10 feet; thence South 89°56'40" East 180.91
feet; thence South 0°14'47" East 917.40 feet; thence North
89°54'15" West 372.04 feet to the point of beginning.

EXHIBIT "C"

The following described property is located in Salt Lake County, Utah:

Beginning at a point South $89^{\circ}54'15''$ East 362.04 feet from the Southwest corner of Lot 2, Block 13, Ten Acre Plat "A", Big Field Survey; and running thence South $89^{\circ}54'15''$ East 10.00 feet; thence North $0^{\circ}14'47''$ West 881.73 feet; thence North $45^{\circ}14'47''$ West 50.71 feet; thence North $89^{\circ}56'40''$ West 145.05 feet; thence North $0^{\circ}15'47''$ West 5.10 feet; thence North $89^{\circ}56'40''$ West 187.92 feet; thence South $0^{\circ}02'50''$ East 15.10 feet; thence South $89^{\circ}56'40''$ East 328.86 feet; thence South $45^{\circ}14'47''$ East 42.46 feet; thence South $0^{\circ}14'47''$ East 877.53 feet to the point of beginning.