

WHEN RECORDED, RETURN TO:

Gerald H. Kinghorn
PARSONS KINGHORN PETERS
A Professional Corporation
111 E. Broadway, 11th Floor
Salt Lake City, Utah 84111

ENT 121400;2003 PG 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2003 Aug 04 10:58 am FEE 0.00 BY SN
RECORDED FOR EAGLE MOUNTAIN CITY

DEED OF EASEMENT FOR CONSTRUCTION, OPERATION, MAINTENANCE AND REPLACEMENT OF MUNICIPAL UTILITY FACILITIES

Monte Vista Ranch, L.C. a Utah Limited Liability Company or 1668 East Heritage Drive, Eagle Mountain, Utah 84043, Grantor, does hereby conveys and warrant to Eagle Mountain City, a municipal corporation of the State of Utah, (the "City") Grantee, of Utah County, Utah, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a permanent easement and right-of-way for the purpose of constructing, operating, maintaining and replacing one or more of the following described utilities: underground sewer lines, water lines, power lines, telephone, television and communication system lines and optical fibers and natural gas pipelines within the area of the easement granted herein for the use of the City as necessary and as may be permitted by the City in the exclusive discretion of the City, over, across, through and under the premises of the Grantor situated in Utah County, Utah which are more specifically described on Exhibit 1 to this easement.

Also granting to the City a perpetual right of ingress and egress to, from and along said right-of-way with the right to operate, maintain, repair, replace, augment and/or remove the facilities in the easement as deemed necessary by the City for the operation of the facilities in the easement. The Grantor covenants to the City that it will not construct or erect or allow or cause to be constructed or erected any permanent structure of any kind which may or could interfere with the use by the City of the facilities in the easement granted herein. The Grantor agrees that the City may enter on the premises subject to this easement and remove all improvements which may interfere with the use of the easement by the City. The Grantor specifically waives and releases the City from any and all liability and claims for the removal of plants, trees and other improvements by the City under the provisions of this easement

The easement granted herein is subject to the condition that the City shall indemnify and hold harmless the Grantor, its heirs and successors, against any and all liability caused by the acts of the City, its contractors or agents, during the construction, operation or maintenance of the facilities provided for in this easement; the right of the Grantor to indemnification or to be held harmless by the City under the terms of this paragraph is expressly conditioned upon prompt and immediate notice to the City of every claim or demand which may cause a claim against the City and upon the exclusive right of the City to defend any claim

[Handwritten signature]
7/23/03

against the Grantor which would cause a claim of indemnification against the City by the Grantor.

WITNESS the hand of said Grantor this 23 day of July, 2003.

Monte Vista Ranch, L.C.

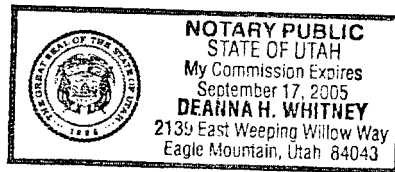
BY: [Signature]

STATE OF UTAH)
)
COUNTY OF UTAH)

On the 23 day of July, 2003, personally appeared before me John W. Walden the signor of the foregoing instrument, who did personally acknowledged to me that the foregoing easement was executed by, for, and on behalf of the Grantor.

Deanna H. Whitney
NOTARY PUBLIC
RESIDING AT: 2139 E. Weeping Willow
Eagle Mountain, UT

My Commission Expires: 9/17/03



7/23/03

PUBLIC UTILITIES EXHIBIT 'A'

LAND RS/03066/LEGALS/EASEMENT
7-25-03
SKS

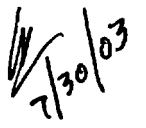
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TELEPHONE CABLE EASEMENT #1

COMMENCING AT A POINT THAT IS N89°31'09"W 1511.18 FEET ALONG THE SECTION LINE AND NORTH 741.64 FEET FROM THE SOUTHEAST SECTION CORNER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE FIRE STATION BOUNDARY THENCE WEST 7.59 FEET TO THE TRUE POINT OF BEGINNING SAID TRUE POINT OF BEGINNING BEING A CENTERLINE FOR A 15' WIDE EASEMENT FOR THE FOLLOWING TWO COURSES;
THENCE N08°56'01"E 814.14 FEET;
THENCE N81°03'55"W 29.72 FEET TO THE POINT OF TERMINATION.

SAID POINT OF TERMINATION BEINGING N06°50'35"E 814.68 FEET FROM THE TRUE POINT OF BEGINNING.

*****END OF DESCRIPTION FOR TELEPHONE CABLE EASEMENT #1*****


7/30/03