

WHEN RECORDED, RETURN TO:

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

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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 Mar 18 12:30 pm FEE 0.00 BY SDM
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 and Legends Land and Ranch, L.L.C. a Utah Limited Liability Company, both of 1668 East Heritage Drive, Eagle Mountain, Utah 84043, Grantors, (the "Grantors") joining together as their respective interests in the Property may appear, do hereby convey 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 non-exclusive easement and right-of-way within the area of the easement granted herein for the use of the City over, across, through and under the premises of the Grantors situated in Utah County, Utah which are more specifically described on Exhibit "1" to this Easement, as follows:

1. Use of Easement. This non-exclusive Easement is granted to the City for the sole purpose of constructing, operating, maintaining and replacing one or all of the following described utilities: electrical power lines and natural gas pipelines (the "Utility Facilities") 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. The utility facilities shall be constructed and maintained underground. The City shall bear and promptly pay all costs and expenses for the installation, construction and maintenance of all facilities within the Easement, and shall pay, protect, defend, indemnify and hold Grantors harmless from all claims, demands, liens, and costs of such installation and maintenance of the "Utility Facilities". This grant of Easement expressly excludes the installation and maintenance by City of any sewer lines, water lines, storm drainage lines, telephone lines, television or TV cable utilities, or any other utility facilities other than for the described "Utility Facilities". The City shall use reasonable diligence and care in the installation and maintenance of the "Utility Facilities".
2. Construction and Maintenance Easement. The City is granted 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 "Utility Facilities" in the Easement as deemed necessary by the City for the operation of the "Utility Facilities" in the Easement. The City may enter on the premises subject to this Easement and remove all improvements which interfere with the use of the Easement by the City. Upon the City's determination that the City intends to enter upon the property to perform required construction or maintenance of the "Utility Facilities" and that such construction or maintenance may or will result in the removal or destruction of any roads, landscaping, irrigation pipes, paved parking areas, other utility lines and pipes, or curbs and sidewalks currently existing in the Easement area, the City shall give notice to the Grantors of the nature and timing of such work as may be prudent in the circumstances. The City shall use the minimum and lest destructive methods such practices in performing the required construction and maintenance. Upon the completion of the

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- construction and maintenance by the City, the City shall restore the existing roads, landscaping, irrigation pipes, paved parking areas, other utility lines and pipes, or curbs and sidewalks in the Easement area to the condition existing immediately before such construction or maintenance by the City.
3. Restriction on Use by Grantor. The Grantors covenant to the City that they will not construct or erect or allow or cause to be constructed or erected any permanent structure of any kind which may or could reasonably be anticipated to interfere with the use by the City of the "Utility Facilities" in the Easement granted herein. Permanent structures shall not be deemed to include roads, landscaping, irrigation pipes, paved parking areas, other utility lines and pipes, or curbs and sidewalks.
 4. Non-Exclusive Grant. Grantors reserve and retains the right to grant additional and other easements and right-of-ways to others for additional uses and utilities, provided that such additional and further uses do not reasonably interfere with the uses of the Easement by the City for the "Utility Facilities". This Easement is granted to the City for the sole and exclusive use of the City and the City shall not assign its rights to any other third party for any other uses or utilities.
 5. Indemnification by City. By the acceptance and use of the Easement by the City, the City expressly consents and covenants to indemnify and hold harmless the Grantors, their heirs and successors, against any and all liability caused by the acts or omissions of the City, its contractors or agents, during the construction, operation or maintenance of the "Utility Facilities" provided for in this Easement. The right of the Grantors to indemnification or to be held harmless by the City under the terms of this paragraph is expressly conditioned upon prompt 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 against the Grantors which would cause a claim of indemnification against the City by the Grantors.
 6. Duration and Termination of Easement. The duration of this easement shall be permanent unless terminated, vacated or relocated in accordance with the provisions of this Easement. The City may file in the public records of the County a notice of termination, which upon such filing, shall terminate this Easement. If the City abandons or ceases to use the easement for a continuous period of twelve (12) months, the Grantors may give notice to the City that such lack of use constitutes an effective abandonment of the Easement by the City. The City shall have twenty (20) days to respond to such notice to contest or challenge such notice. If the City gives the Grantors a timely response setting forth that the City intends to continue to use the Easement, the Easement shall not be terminated, and the notice given by Grantors shall be deemed to be vacated. If the City thereafter, or at a later date, continues not to use the Easement, the Grantors shall have the right to file further and additional notices of abandonment against the City, each of which shall be treated independently from any other notices. If the City fails to timely contest a notice of abandonment or fails to give adequate grounds for the continuation and extension of the easement, the Easement shall be deemed to be terminated and vacated.
 7. Relocation of Facilities. During the term of this Easement, the Grantors have the right to move and relocate the "Utility Facilities" to another area or point of access, provided and conditioned that: (a) the proposed new location serves the area as efficiently or better than the original location, (b) the Grantors pay for all costs in relocating the "Utility Facilities" including all engineering, costs of construction, costs of preparing the new grant of easements, and all permits for the foregoing, (c) there is a minimum disruption in the

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services provided by the existing utilities to the end users of such utilities, (d) the new utility connections provide the same or greater capacity for service as the existing "Utility Facilities", and (e) Grantors convey to the City a new utility easement for the new location equal in rights and usage to this Easement. Upon the relocation of the "Utilities Facilities" to the new location and the filing of a new grant of easement to the City for the new location, the grant of this present Easement shall terminate and be vacated.

WITNESS the hand of said Grantors this 26 day of Feb, 2004.
LEGENDS LAND AND RANCH, LLC MONTE VISTA RANCH, L.C.

By: [Signature]

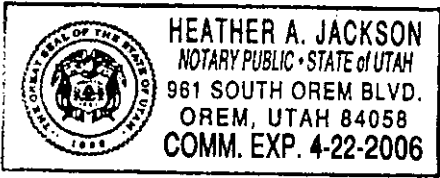
BY: [Signature]

STATE OF UTAH)
COUNTY OF UTAH)

On the 26th day of February, 2004, personally appeared before me John W. Walden as Managing Member of Monte Vista Ranch, LC, 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 Monte Vista Ranch, LC, Grantor.

[Signature]
NOTARY PUBLIC
RESIDING AT: Orem, Utah

My Commission Expires: 04-22-2006



STATE OF UTAH)
COUNTY OF UTAH)

On the 26th day of February, 2004, personally appeared before me John W. Walden as Managing Member of Legends Land and Ranch, LLC, 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 Legends Land and Ranch, LLC, Grantor.

[Signature]
NOTARY PUBLIC
RESIDING AT: Orem, Utah

My Commission Expires: 04-22-2006

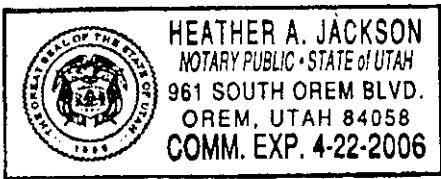


EXHIBIT "1"
(Legal description of easement)

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TOWN CENTER EAST EASEMENT
SDSKPROJ/98005/LEGALS/UTIL_ESMT_TCE
7/2/02
SKS

COMMENCING S89°31'09"E 287.65 FEET AND NORTH 838.50 FEET FROM THE SOUTH SECTION CORNER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN TO THE BEGINNING OF A CENTERLINE FOR A 10' UTILITY EASEMENT;

THENCE S70°24'20"E 118.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 160.50 FEET, A RADIAL LINE BEARS N78°54'15"E;

THENCE SOUTHEASTERLY 136.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'50" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING S35°32'40"E 132.85 FEET);

THENCE S59°47'17"E 43.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 115.59 FEET, A RADIAL LINE BEARS S30°12'43"W;

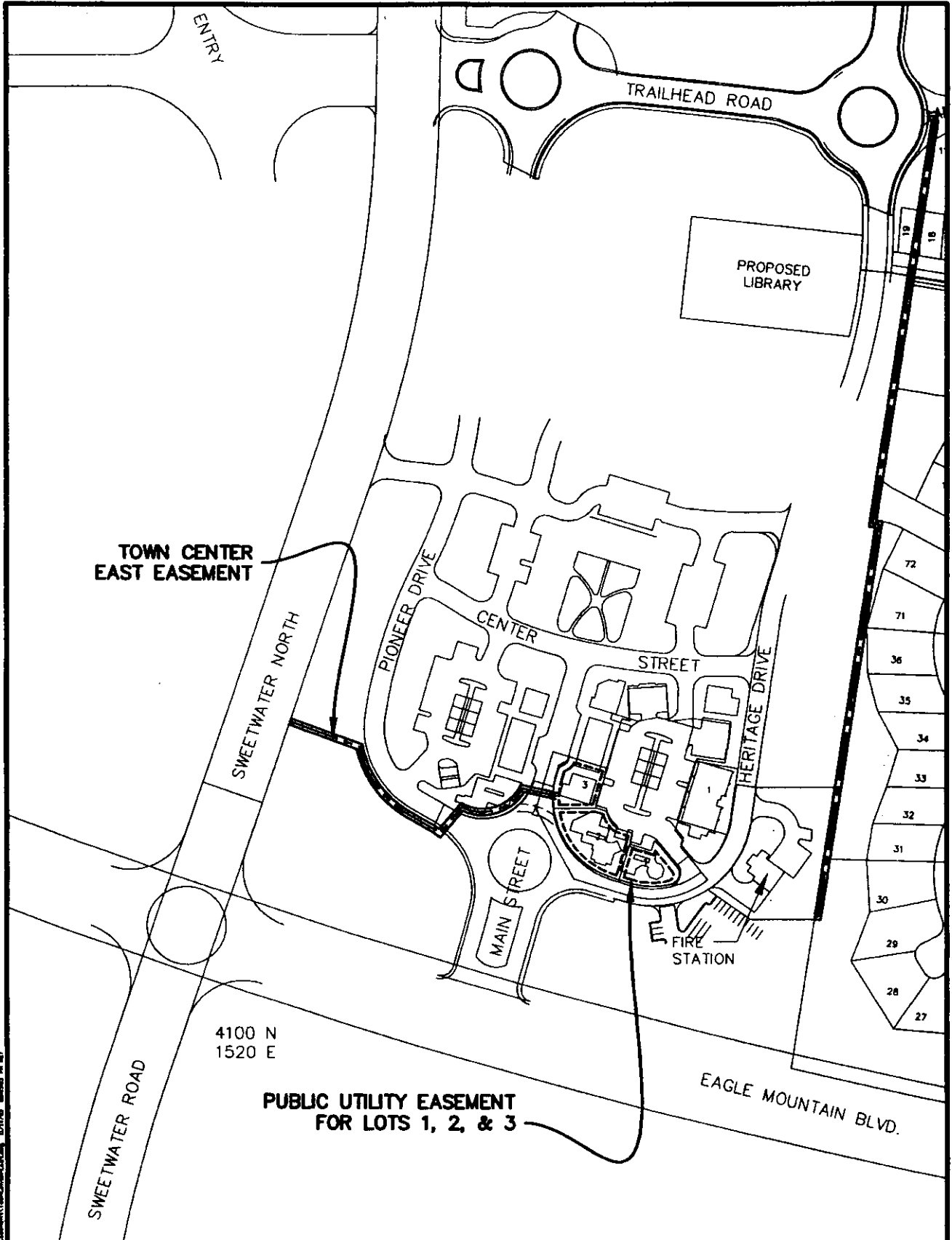
THENCE SOUTHEASTERLY 14.52 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°11'51" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING S56°11'21"E 14.51 FEET);

THENCE N39°53'19"E 54.86 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 74.33 FEET, A RADIAL LINE BEARS N26°18'46"E;

THENCE NORTHEASTERLY 112.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86°47'20" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING N72°55'06"E 102.13 FEET);

THENCE S77°03'22"E 54.74 FEET

SKS
at 7/2/02



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*Eagle Mountain
 Utah*

**TOWN CENTER EAST EASEMENT
 & PUBLIC UTILITY EASEMENT FOR
 LOTS 1, 2, & 3**