

WHEN RECORDED, RETURN TO:

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3  
Glen E. Davies  
Parsons, Davies, Kinghorn & Peters  
185 S. State, 7th Floor  
Salt Lake City, UT 84111

E  
Utility Easement

ENT 21884;2002 PG 1 of 3  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2002 Feb 25 2:00 pm FEE 15.00 BY SS  
RECORDED FOR PARSONS DAVIES KINGHORN & P

**The Ranches, L.C.**, a Utah limited liability company, ("Grantor") hereby grants and conveys to Eagle Mountain City, a municipal corporation of the state of Utah ("Grantee") a surface and underground easement across, over, and under that certain real property located in Utah County, state of Utah, which is more particularly described in Exhibit A annexed hereto and by this reference incorporated herein, to erect, construct, reconstruct, replace, enlarge, remove, maintain, and use a line of poles or towers with such wires and cables as Grantee may, from time to time, suspend therefrom for the purpose of communication and the moving or transporting of electric energy, together with all necessary and proper foundations, footings, cross arms, and other appliances and fixtures for use in connection with such towers, wires, and cables and to construct, install, and operate within such easement such other facilities, structures, appliances, or fixtures, including underground wires or lines, as may be required by Grantee in the conduct of its municipal utility business.

Grantor further grants to Grantee a right-of-way on, along, and in all of the easement, which includes the right of ingress and egress to and from said easement by means of any roads and lanes on such property, if there be such, or otherwise by such route or routes as shall cause the least damage and inconvenience to Grantor. Grantor shall have the right to use the above-described strip for purposes which do not conflict with and are not inconsistent with Grantee's full enjoyment of the rights granted herein; provided, however, at no time shall Grantor erect or permit the erection of any buildings or structures of any kind or nature, or place or use or permit any equipment or material, except for usual equipment used in Grantor's normal agricultural operations on the easement, or light any fires, or place or store any flammable materials (other than agricultural crops), on or within the boundaries of the easement. Subject to the foregoing limitations, the surface of the easement may be used for roads, agricultural crops, and other purposes not inconsistent with the purposes for which this easement has been granted.

Grantee shall also have the right, from time to time, to trim, remove, and clear away any and all trees, brush, or other growth, now or hereinafter on the above-described easement that now or hereafter, in the opinion of Grantee, may inhibit or impede Grantee's proper use of the easement or may constitute a hazard to the proper use of the easement; Grantee shall also have the right to remove all trees which conflict with Grantee's facilities, or which have the potential to affect the proper use of the facilities of the Grantee in the easement which is the property of Grantee. All state and federal construction and operation standards for fire prevention and suppression will be followed by Grantee.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns; and this easement shall terminate if and when Grantee shall have abandoned all use of the right of way for a period of 15 years and no longer has any future need therefor.

Signed this 13 day of FEBRUARY, 2002. ENT 21884:2002 PG 2 of 3

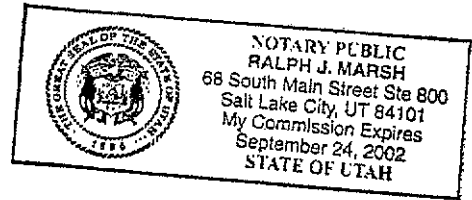
The Ranches, L.C.  
A Utah Limited Liability Company

By [Signature]  
Manager

STATE OF UTAH )  
COUNTY OF Salt Lake ) : ss.

Scott Kirkland personally appeared before me on Feb. 13, 2002, who duly acknowledged that he executed the foregoing Utility Easement as the Manager of The Ranches, L.C., in accordance with authority given to him by the Articles of Organization and/or the Operating Agreement of said company.

My commission expires \_\_\_\_\_  
[Signature]  
Notary Public



**Parcel No. 2**

Beginning at a point 322.967 feet North 00°04'08" West and 335.593 feet West from the East 1/4 Corner of Section 20, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence South 89°53'40" West 90.25 feet to the Easterly line of that certain power line easement Recorded as Entry No. 4633 in Book 1178 Page 107 in the office of the Utah County Recorder, Utah; thence North 33°41'02" East (as determined by powerline location, Record North 33°40' East) 766.401 feet along said Easterly line to the East line of said Section 20; thence South 00°04'08" East 134.98 feet along said East line (to a point 825.538 feet North 00°04'08" West from said East 1/4 corner); thence South 33°41'08" West 603.983 feet to the point of beginning.

Contains 51,389.38 Sq. Ft. or 1.180 Acres.

**Parcel No. 3**

Beginning at a point 573.19 feet South 00°04'08" East and 760.69 feet East from the NW Corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base and Meridian which point is on the Easterly line of that certain power line easement Recorded as Entry No. 4633 in Book 1178 Page 107 in the office of the Utah County Recorder, Utah and running thence South 135.22 feet; thence South 33°41'08" West 1368.76; feet to a point the East line of said Section 21, (which point is 825.54 feet North 00°04'08" West from the East 1/4 corner of said Section 21); thence North 00°04'08" West 134.98 feet along said East Section line to said Easterly power line; thence North 33°41'08" East (as determined by powerline location, Record North 33°40' East) 1369.05 feet along said Easterly power line to the point of beginning.

Contains 102,667.72 Sq. Ft. or 2.357 Acres.