

When Recorded Return to:

Kenyon D. Dove

Smith Knowles, P.C.

4723 Harrison Boulevard, Suite 200

Ogden, UT 84403

UTILITY EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, North Summit Development, L.C., a Utah Limited Liability Company, whose address is 4723 Harrison Boulevard, #200, Ogden, Utah, 84403, hereinafter known as "GRANTOR," hereby grants, conveys, and sets over unto Coalville City Corporation, a Municipal Corporation, hereinafter referred to as "GRANTEE," its successors and assigns, a nonexclusive utility easement with the right to maintain, operate, repair, inspect, protect, install, remove and replace various utilities (hereinafter called "Facilities"), said utility easement being situated in Coalville City, Summit County, State of Utah, over and through the following described real property, to-wit:

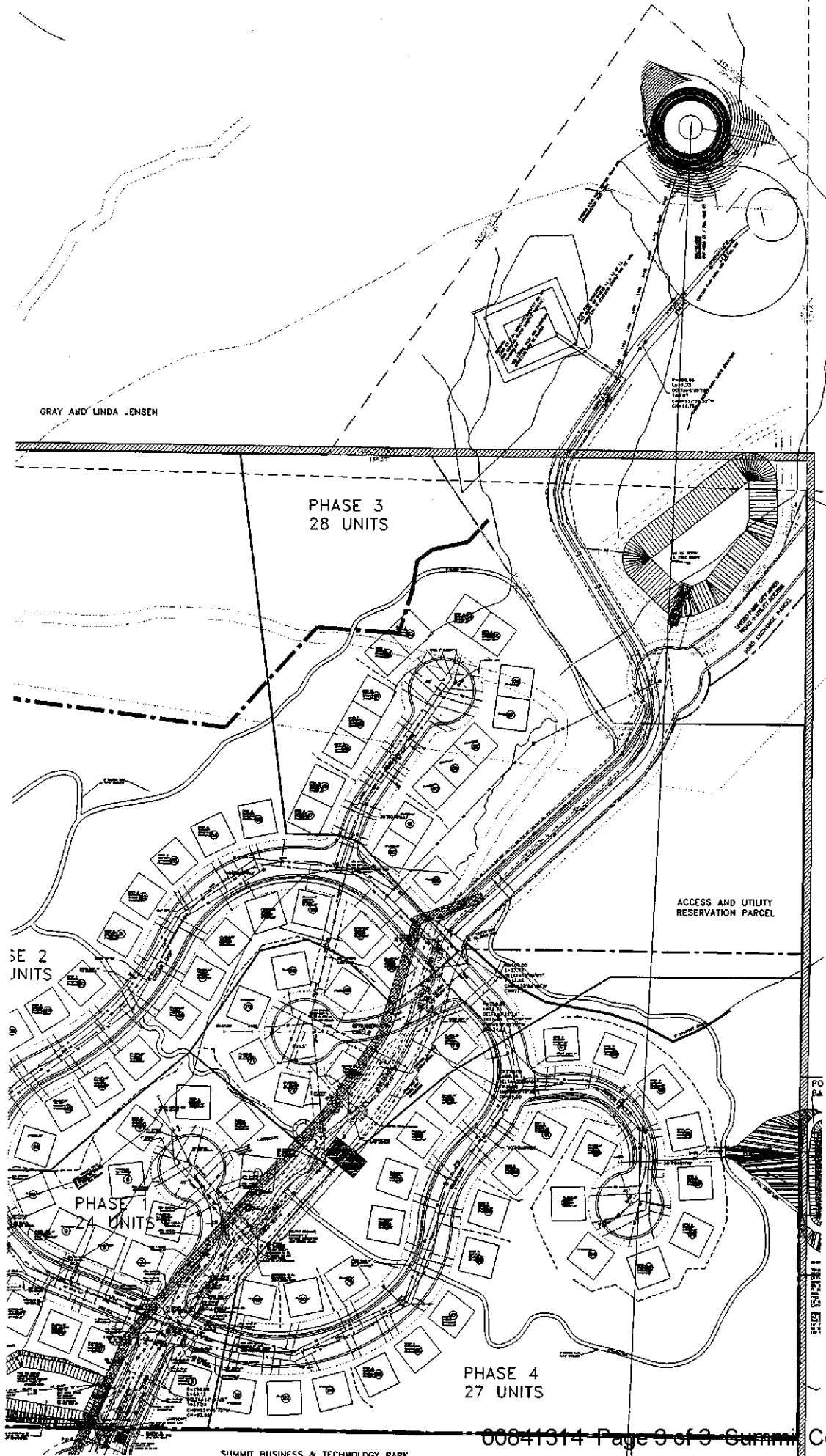
Located on Tax ID: CT-250:

A PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT THAT IS EAST 3,065.00 AND NORTH 1,283.44 FEET FROM THE NORTHWEST CORNER OF SECTION 9, T. 2N., R. 5 E., SLB&M (BASIS AND BEARING: S00° 56'42"E 5,306.31 FEET FROM THE SOUTHWEST CORNER TO THE NORTHWEST CORNER OF SAID SECTION 9). THE CENTERLINE OF THE 40-FOOT WIDE EASEMENT IS DESCRIBED AS FOLLOWS:

N 27° 34' 24" E	121.84 FEET; THENCE
N 39° 58' 20" E	449.97 FEET; THENCE
N 26° 19' 06" E	127.96 FEET; THENCE
N 18° 34' 04" E	109.86 FEET; THENCE
N 46° 55' 51" E	322.43 FEET; THENCE
N 26° 15' 42" E	81.08 FEET; THENCE
N 05° 54' 24" W	78.29 FEET.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, the right to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said Facilities. During construction periods, GRANTEE and its agents may use such portion of GRANTOR's property along and adjacent to said utility easement as may be reasonably necessary in connection with the construction or repair of said Facilities. The GRANTEE shall cause the contractor performing the work to restore all property through which the work traverses, to as near its original condition as is reasonably possible. GRANTOR shall have the right to use said premises, provided such use shall not interfere with the Facilities or any other rights granted to the GRANTEE hereunder. GRANTOR warrants that it and no one else holds title to the above described property and that it has authority to grant said utility easement to the city.

GRANTOR shall not build or construct or permit to be built or constructed, any building or other improvement over or across said utility easement area without the written consent of GRANTEE, which consent shall not be unreasonable, conditioned, delayed, or withheld. This utility easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE.



GRAY AND LINDA JENSEN

PHASE 3
28 UNITS

PHASE 2
24 UNITS

PHASE 1
24 UNITS

PHASE 4
27 UNITS

ACCESS AND UTILITY
RESERVATION PARCEL

PHASE 1

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