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WHEN RECORDED, RETURN TO:

Janet B. Valentine, CMC
City Recorder
EAGLE MOUNTAIN CITY
1680 E. Heritage Drive
Eagle Mountain, UT 84043

13774

ENT 126301:2003 PG 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2003 Aug 08 4:00 pm FEE 14.00 BY SFS
RECORDED FOR CENTURY TITLE

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

RUSH VALLEY, LLC, a Utah Limited Liability Company, GRANTOR, hereby conveys and warrants 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 and 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

Exhibit "1"

Beginning at a point along the southerly right-of-way line of Pony Express Parkway as shown on the "Ranches Parkway/Pony Express Parkway Road Dedication Plat" recorded in the office of the Utah County Recorder as Map Filing #8060, which point is N 89°02'40" W along the section line 266.68 feet and South 82.95 feet from the North Quarter of Section 29, Township 5 South, Range 1 West, Salt Lake Base and Meridian;

Thence S 34°00'01" W 581.67 feet along the westerly right-of-way line of the Kern River Gas Transmission Company Easement (Entry #10145-90) to the easterly right-of-way line of the Ranches Parkway as shown on "Plat A Chimney Rock at Red Hawk Ranch Subdivision" as recorded in the office of the Utah County Recorder as Map Filing #8096;

Together with all necessary and reasonable rights of public and private ingress and egress and the right to excavate and install asphalt roadways and concrete curbing and gutters, landscaping and fencing.