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By WASHINGTON CITY



EASEMENT

Fund: School
Easement No. 1349

THE STATE OF UTAH, by and through the School and Institutional Trust Lands Administration, GRANTOR, for good and valuable consideration, the sufficiency of which is hereby acknowledged, grants to Washington City, a Utah corporation, 111 North 100 East, Washington City, Utah 84780, GRANTEE, the right to construct, operate, repair and maintain a water line on state trust lands located in Washington County, more particularly described in Exhibit A, attached hereto and incorporated by reference.

TO HAVE AND TO HOLD for a term of 36 years commencing January 1, 2002 and expiring December 31, 2037, unless earlier terminated, subject to the following terms and conditions and any valid and existing rights or until GRANTEE, its successors and assigns shall fail to abide by the provisions herein set forth, subject to the following terms and conditions and any valid and existing rights. This Easement is granted only for the purpose described above as far as it is consistent with the principles and obligations in the Enabling Act of Utah (Act of July 16, 1894, Ch. 138, 28 Stat. 107) and the Constitution of the State of Utah.

RECITALS

WHEREAS, GRANTOR owns and plans to potentially develop unimproved property around the Water Line Easement herein described. GRANTOR has determined that the purpose for which this Easement is granted will increase the value of GRANTOR's adjoining property. Such increase in value is greater than the value that would be realized by charging for said easement; and,

WHEREAS, GRANTOR and GRANTEE previously entered into an oral agreement to allow GRANTEE to construct a certain water line (the "Existing Water Line", more particularly described in Exhibit A attached hereto) upon which agreement GRANTEE relied and did in fact construct said line; and,

WHEREAS, GRANTEE now desires to construct an additional water line (the "New Water Line"), and the parties desire to memorialize and reduce to writing all previous agreements regarding the Existing Water Line and New Water Line (collectively, the "Water Line") as set forth in this Easement.

AGREEMENT

NOW THEREFORE, in consideration of mutual covenants set forth herein, GRANTOR and GRANTEE agree as follows:

1. GRANTEE shall pay for all cost and expense in connection with the construction, operation, repair, replacement, and maintenance of the Water Line across trust lands, and hold GRANTOR harmless from any and all liability (including expenses for attorney's fees) which may arise from the construction, operation, and maintenance of said Water Line, so long as the Easement shall remain in force and effect. In addition, GRANTEE shall construct the New Water Line as depicted on Exhibit B, attached hereto and incorporated by reference.

2. GRANTEE shall have sixty (60) days after the expiration of the terms of this Easement to remove the Water Line if GRANTOR determines it is in GRANTOR's best interest, and upon

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written notification from GRANTOR. In the event the same is not removed within sixty (60) days, it is mutually agreed by and between GRANTOR and GRANTEE that GRANTOR shall have the right to remove, or cause the same to be removed, all at the cost and expense of GRANTEE.

3. GRANTEE represents that it has notified holders of state issued interests in the area surrounding the Easement, as set forth in Exhibit C attached hereto, of GRANTEE's rights and plans hereunder. GRANTEE represents that the location and construction of this Easement will not unreasonably interfere with or cause damage to such other existing users.

4. GRANTEE agrees that, for good cause shown, at any time during the term of this Easement, GRANTOR may require that the amount of an existing bond be increased or if a bond has not been previously required, GRANTOR may require GRANTEE to post with GRANTOR a bond with an approved corporate surety company authorized to transact business in the State of Utah, or such other surety as may be acceptable to GRANTOR, in a sum to be determined by GRANTOR, said bond to be conditioned upon full compliance with all terms and conditions of this Easement and the rules relating hereto. The amount of this bond shall not be deemed to limit any liability of GRANTEE.

5. GRANTEE assumes liability for and agrees to indemnify GRANTOR for and against any and all liability, including attorney's fees, of any nature imposed upon, incurred by, or asserted against GRANTOR which in any way relates to or arises out of the activity or presence upon the Easement of GRANTEE, its servants, employees, agents, sublessees, assignees, or invitees, unless such liability is caused by GRANTOR's sole negligence.

6. This Easement may be terminated by GRANTOR upon breach of any conditions hereof. If GRANTOR determines that GRANTEE, its assigns or successors in interest have breached any conditions of this Easement, GRANTOR shall notify the breaching party (parties) in writing by certified mail, return receipt requested, specifying the particular breach. The breaching party (parties) shall have thirty (30) days from the date of such notice, or such longer period as may be required under the circumstances as approved by GRANTOR to correct such breach. If breaching party (parties) fails (fail) to correct such breach within such period, GRANTOR may terminate this Easement without further notice; provided, however, such termination shall not release breaching party (parties) from liability for damage prior to such termination.

7. GRANTEE consents to suit in the courts of the State of Utah in any dispute arising under the terms of this Easement or as a result of operations carried on under this Easement. Service of process in any such action is hereby agreed to be sufficient if sent by registered mail to GRANTEE at the last known address of GRANTEE appearing in the records of GRANTOR.

8. GRANTEE agrees for itself, successors and assigns that any suit brought by GRANTEE, its successors or assigns concerning this Easement may be maintained only in the Utah State District Court of Salt Lake County.

9. The acquisition or assumption by another party under an agreement with GRANTEE of any right or obligation of GRANTEE under this Easement shall be ineffective as to GRANTOR unless and until GRANTOR shall have been notified of such agreement and shall have recognized and approved the same in writing, and in no case shall such recognition or approval: (i) operate to relieve GRANTEE of the responsibilities or liabilities assumed by GRANTEE hereunder; or (ii) be

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given unless such other party is acceptable to GRANTOR as a grantee, and assumes in writing all of the obligations of GRANTEE under the terms of this Easement as to the balance of the term thereof, or acquires the rights in trust as security and subject to such conditions as GRANTOR deems necessary.

10. GRANTEE shall at all times observe reasonable precautions to prevent fire on said Easement and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on said Easement proximately caused by GRANTEE, its servants, employees, agents, sublessees, assignees or licensees which necessitates suppression action by the State Forester or any other government entity incurring supplemental costs, GRANTEE agrees to reimburse GRANTOR for the cost of such fire suppression action.

11. GRANTEE, in exercising the privileges granted by this Easement, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, and regulations which are applicable to the subject tract and operations covered by this Easement. GRANTEE shall neither commit nor permit any waste on the Easement premises. GRANTEE shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this Easement.

12. GRANTOR herein reserves the right to utilize said Easement for access to and from the lands owned by GRANTOR on both sides of said Easement.

13. It is expressly understood and agreed that the right herein granted is non-exclusive and GRANTOR hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the subject property where such uses are appropriate and compatible or to dispose of the property by sale or exchange.

14. GRANTOR expressly reserves the right to lease said land for the exploration, development and production of oil, gas and all other minerals, together with the right of ingress and egress across said Easement.

15. GRANTEE agrees that the removal of ordinary sand and gravel or similar materials from the Easement is not permitted except when GRANTEE has applied for and received a materials permit from GRANTOR, except to the extent necessary to accomplish the purpose or use for which this Easement is granted.

16. It is hereby understood and agreed that all treasure-trove, all articles of antiquity, and critical paleontological resources in or upon the subject lands are and shall remain the property of GRANTOR. GRANTEE agrees that all costs associated with archeological and paleontological investigations on the subject lands that may be required by GRANTOR will be borne by GRANTEE. GRANTEE further agrees to cease all activity on the subject lands and immediately notify GRANTOR if any discovery of human remains or a "site" or "specimen," as defined in Section 9-8-302 or 63-73-1 Utah Code Annotated (1953), as amended, is made on the subject lands, and continue to cease all construction or maintenance therein until such time as the human remains, "site" or "specimen" in question has been treated to the satisfaction of GRANTOR.

17. GRANTOR claims title in fee simple, but does not warrant to GRANTEE the validity of title to these premises. GRANTEE shall have no claim for damages or refund against GRANTOR

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for any claimed failure or deficiency of GRANTOR's title to said lands or for interference by any third party.

18. GRANTOR reserves the right to inspect the area subject to the Easement at any time and recall GRANTEE for correction of any violations of stipulations contained herein. If GRANTEE fails to correct such violations within a reasonable time GRANTOR may, after thirty (30) days written notice, re-enter and terminate this Easement.

19. This Easement is granted pursuant to the provisions of all applicable laws and subject to the rules of the departments and agencies of the State of Utah presently in effect and to such laws and rules as may be hereafter promulgated by the State.

20. Any notice contemplated herein to be served upon GRANTEE shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, and addressed as follows:

Washington City
Attn: City Recorder
111 North 100 East
Washington City, Utah 84780

or at any such other address as GRANTEE may from time to time designate by written notice to GRANTOR.

21. This Easement shall be interpreted and governed by the laws of the State of Utah and the provisions hereof shall inure to and be binding upon the successors and assigns of GRANTEE.

22. No Waiver of Conditions by GRANTOR of any default of GRANTEE or failure of GRANTOR to timely enforce any provisions of this Easement shall constitute a waiver of or constitute a bar to subsequent enforcement of the same or other provisions of this Easement. No provision in this Easement shall be construed to prevent GRANTOR from exercising any legal or equitable remedy it may otherwise have.

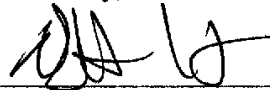
23. This Easement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties with respect thereto.

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IN WITNESS WHEREOF, the State of Utah, by and through the School and Institutional Trust Lands Administration, has caused these presents to be executed this 29th day of April, 2008 by the Director.

GRANTOR: STATE OF UTAH
School and Institutional
Trust Lands Administration
675 East 500 South, Suite 500
Salt Lake City, Utah 84102-2818

By:



KEVIN S. CARTER, DIRECTOR

GRANTEE: WASHINGTON CITY
111 North 100 East
Washington City, Utah 84780

By

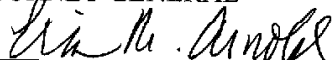


Its:



APPROVED AS TO FORM
MARK L. SHURTLEFF
ATTORNEY GENERAL

By



Special Assistant Attorney General

Director's Initial Review: K

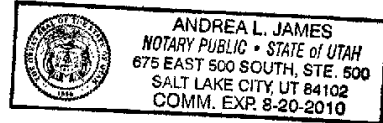
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STATE OF UTAH)
) §
COUNTY OF SALT LAKE)

On the 29th day of April, 2008, personally appeared before me Kevin S. Carter, who being duly sworn did say that he is the Director of the Utah School and Institutional Trust Lands Administration, and authorized to execute the above instrument.

My commission expires:
8-20-2010

Andrea L. James
Notary Public, residing at: Salt Lake, Utah

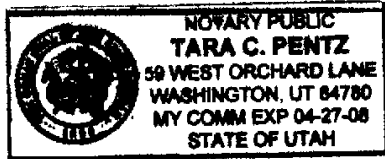


STATE OF UTAH)
) §
COUNTY OF WASHINGTON)

On the 9th day of April, 2008, personally appeared before me Terrill Clove, who being duly sworn did say that he/she is the Mayor of Washington City and authorized to execute the above instrument.

My commission expires:

Tara C. Pentz
Notary Public, residing at:



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Exhibit A

New Water Line:

Township 42 South, Range 15 West SLB&M
Sections 3, 10, 11 & 12: Within

A Strip of land 20.00 feet in width, being 10 foot left and right of the described centerline, to be used as an Water line easement, located within the South Half of the North Half of Section 11 and the Northeast Quarter of Section 10, and the Southeast Quarter of Section 3, Township 42 South, Range 15 West, Salt Lake Base & Meridian, Washington County, State of Utah, Centerline being more particularly described as follows.

Beginning at the point which is South 00°54'32" West 2232.54 feet along the Center Section line and North 90°00'00" East 176.73 feet from the North Quarter Corner of Section 11, Township 42 South, Range 15 West Salt Lake Base & Meridian, said point being on the centerline of a 20 foot wide water line easement, thence along the said centerline South 00°00'00" East 43.73 feet; thence North 89° 02'44" West 2129.40 feet to the point of curvature of a 1767.50 foot radius curve concave to the right; thence Northwesterly 2323.37 feet along the arc of said curve through a central angle of 75°18'54" to the point of tangency; thence North 13°43'50" West 94.23 feet to the point of curvature of a 982.50 foot radius curve concave to the left; thence Northwesterly 423.32 feet along the arc of said curve through a central angle of 24°41'11" to the point of tangency; thence North 38°25'01" West 317.98 feet to the point of curvature of a 817.50 foot radius curve concave to the right; thence Northeasterly 556.32 feet along the arc of said curve through a central angle of 38°59'26" to the point of tangency; thence North 00°34'25" East 830.01 feet to the point of curvature of a 782.50 foot radius curve concave to the left; thence Northwesterly 488.87 feet along the arc of said curve through a central angle of 35°47'44", the radius point of which bears South 54°46'40" West, said point also being the point of terminus

The total length of the New Water Line Easement as described above is 7,207.23 feet or 1.37 miles more or less in length.

Existing Water Line:

Township 42 South, Range 15 West SLB&M
Sections 11 & 12: Within

A Strip of land 20.00 feet in width, being 10 foot left and right of the described centerline, to be used as an Water line easement, located within the South Half of the Northeast Quarter of Section

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11 and the Northwest Quarter of Section 12, Township 42 South, Range 15 West, Salt Lake Base & Meridian, Washington County, State of Utah, Centerline being more particularly described as follows.

Beginning at the point which is South 00°54'32" West 2232.54 feet along the Center Section line and North 90°00'00" East 176.73 feet from the North Quarter Corner of Section 11, Township 42 South, Range 15 West Salt Lake Base & Meridian, said point being on the centerline of a 20 foot wide water line easement, thence along the said centerline North 85°36'24" East 526.27 feet; thence North 73°06'28" East 1303.96 feet; thence North 74°51'09" East 357.03 feet; thence North 85°27'02" East 335.01 feet; thence South 83°52'55" East 1517.47 feet to the UDOT Right-of-Way line; said point also being the point of terminus.

The total length of the Water Line Easement for the State of Utah land, as described above is 4,039.74 feet or 0.77 miles more or less in length.

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Exhibit B

Engineering Specifications

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Exhibit C

Easement No. 241	Warm Springs Development Corp PO Box 910265 St. George, UT 84791
Right of Entry No. 5113	Sun River St. George Development 1404 W. Sun River Pkwy., Suite 200 St. George, UT 84790
Right of Way No. 1468	Washington City 111 North 100 East Washington, UT 84780
Right of Way No. 1720	Washington City 111 North 100 East Washington, UT 84780
Right of Way No. 1786	PacifiCorp. 1407 West North Temple, Suite 110 Salt Lake City, UT 84116
Right of Way No. 2380	Mountain Bell Attn: Claireen D. Bidstrup 700 W. Mineral Avenue Littleton, CO 80120
Right of Way No. 2525	PacifiCorp. 1407 West North Temple, Suite 110 Salt Lake City, UT 84116
Right of Way No. 3291	Washington City 111 North 100 East Washington, UT 84780
Right of Way No. 3293	Washington City 111 North 100 East Washington, UT 84780