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ENT 45776:2009 PG 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2009 Apr 28 3:00 pm FEE 0.00 BY SW
RECORDED FOR EAGLE MOUNTAIN CITY

Parcel No. 59-007-0029

RIGHT-OF-WAY EASEMENT

For value received, the receipt and adequacy of which is hereby acknowledged, Land Design Group, LLC, a Nevada limited liability company ("Grantor"), hereby grants to Eagle Mountain City, a municipal corporation of the State of Utah ("Grantee"), a perpetual easement and right-of-way (the "Easement"), for the construction, reconstruction, relocation, operation, maintenance, repair, replacement, and removal of an electric power transmission line(s) and all necessary or desirable accessories and appurtenances thereto, including, but not limited to: wires, fibers, cables and other conductors and conduits therefore; and pads, foundations, poles, anchors, guyed structures, transformers, switches, cabinets, and vaults (collectively, the "Facilities") on or under the surface of the real property of Grantor in Utah County, State of Utah, which is more particularly described as follows:

A PARCEL OF LAND, SITUATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE MERIDIAN, COUNTY OF UTAH, STATE OF UTAH; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 7, T 6 S, R 1 W, S.L.B.M., A FOUND BRASS CAP, RUNNING THENCE SOUTH 89° 25' 51" EAST A DISTANCE OF 675.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG THE EASEMENT PARCEL BOUNDARY THE FOLLOWING (5) FIVE COURSES:

1. BEGINNING POINT LIES ON A 3832.66' RADIUS CURVE TO THE RIGHT, (CHORD BEARS SOUTH 05° 00' 15" WEST A DISTANCE OF 180.04 FEET), THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 180.06 FEET,
2. SOUTH 11° 09' 25" WEST A DISTANCE OF 918.58 FEET,
3. NORTH 89° 32' 04" WEST A DISTANCE OF 76.32 FEET,
4. NORTH 11° 09' 25" EAST A DISTANCE OF 1101.33 FEET TO A POINT ON THE NORTH LINE OF SECTION 7,
5. SOUTH 89° 25' 51" EAST ALONG SAID SECTION LINE A DISTANCE OF 56.67 FEET TO THE POINT OF BEGSAID POINT LIES NORTH 89° 25' 51" WEST A DISTANCE OF 2001.16 FEET FROM THE NORTHEAST CORNER OF SECTION 7, T 6 S, R 1 W, S.L.B.M., A FOUND MONUMENT.

THE TOTAL AREA OF A POWER LINE EASEMENT ACROSS THE LAND DESIGN GROUP LAND, AS DESCRIBED ABOVE IS 80,706 SQ FT OR 1.85 ACRES MORE OR

LESS.

Together with the right of access to the Easement from adjacent lands of Grantor for all activities in connection with the purposes for which this Easement has been granted. Grantor shall not plant, install or construct any trees, structures, buildings, roads, reservoirs, other improvements in the Easement, or excavate or change the surface grade within the Easement, without the written approval of Grantee. Grantee shall have the right to trim or remove any brush, trees, structures, building or other improvements in the Easement which endanger Grantee's facilities or impede Grantee's activities.

Grantor reserves the right to use and enjoy the Easement, except for the purposes granted in this Easement, so long as such use does not hinder, conflict or interfere with Grantee's surface or subsurface rights or disturb its ability to operate, maintain and protect the Facilities.

Grantee shall possess the above-described Easement, together with all rights necessary to operate, protect and maintain the Facilities within the right-of-way granted to the Grantee, its successors and assigns.

Grantee may at any time permanently abandon the Easement and, at its discretion, may remove the improvements constructed on it. Upon such abandonment action, Grantee may, at its discretion, execute and record a reconveyance and release of this Easement whereupon this right-of-way and Easement with all rights and privileges mutually granted shall be fully canceled and terminated.

The rights and obligations of the parties hereto shall run with the land and shall be binding upon and shall benefit the parties respective heirs, successors and assigns.

DATED this 14th day of APRIL, 2009.

GRANTOR:

LAND DESIGN GROUP, LLC

By: Walter J. Wright
(Signature)

(Printed Name)
Walter J. Wright

Title: Managing Member

Michelle Caplin
Michelle Caplin as
witness

Claude Franco
C Franco as witness

