

WHEN RECORDED, RETURN TO:

Hobble Creek Investments, L.L.C.
122 N. Macdonald St.
Mesa, AZ 85201
Tax Serial No. 16-050-0004

ENT 51022:2006 PG 1 of 2
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 Apr 27 1:10 pm FEE 12.00 BY SB
RECORDED FOR GUARDIAN TITLE COMPANY OF U
ELECTRONICALLY RECORDED

RIGHT-OF-USE EASEMENT

Kristin Wynn Mackey, Grantors of Springville City, Utah, and Hobble Creek Investments, L.L.C., an Arizona Limited Liability Corporation, Grantees of 122 N. Macdonald St., Mesa, AZ 85201, State of Arizona.

Witnesseth, that the Grantors, their heirs and assigns, grants and conveys unto the Grantees, their heirs and assigns, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, an irrevocable easement in, to, upon and over all that property situated in Utah County, State of Utah, described as follows:

A portion of Special Section 62 located in the SW1/4 of Section 21, Township 7 South, Range 4 East, Salt Lake Base & Meridian, located in Hobble Creek Canyon, Utah County, Utah, more particularly described as follows:

Beginning at Corner No. 5 of Special Section 62; thence N70°10'00"W 1,320.89 feet, more or less, to the center of Hobble Creek Canyon Road; thence N8°53'00"E 152.78 feet; thence S70°10'00"E 1,341.08 feet; thence S16°28'00"W 150.26 feet to the point of beginning.

Grantees shall have the right to use, improve, graze, irrigate, fence or alter the land within the easement at its sole discretion in accordance with local, state, and federal regulations. The Grantees shall hold the Grantors harmless for any action or incident occurring within the bounds of said easement, which would adversely affect the Grantors as a result of Grantees' use of said easement. This easement is not intended to restrict the viability of obtaining a future building permit for parcel # 16:050:0004 or 16:050:0015, No building structures are to be built within the easement. At any time when legally permissible, the land within this easement will be deeded entirely to the then beneficiaries of the easement, unless there is a potential of clouding the permissibility of a building permit on parcel # 16:050:0004 and 16:050:0015.

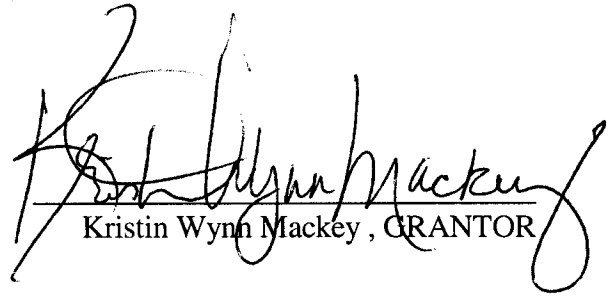
Additionally an easement for the existing irrigation pipe that commences on Hobble Creek (the water source) approximately 180 feet north of the south property line and runs south to parcel # 16:050:0007 shall be included within the easement described above. No fence line shall be constructed by the Grantees, north of the legal description given within this easement. The thirty approximate linear feet of land containing the buried irrigation pipe, lying north of the conveyed easement, shall not be fenced, altered or used by the Grantees for any purpose other than the current use for diversion of water. Any changes or alterations to the irrigation pipe by the Grantees must be agreed to in writing by the Grantors. The Grantees shall hold the Grantors harmless for any action or incident occurring within the bounds of the thirty-foot easement, which would adversely affect the Grantors as a result of Grantees' use of said easement. Grantors will not prohibit or interfere with Grantees' diversion of water through the irrigation pipe described above.

Grantees agree to pay 30% of the property tax for parcel # 16:050:0004 to the Grantors on the first of November each year, based on a greenbelt tax assessment. If the parcel is assessed differently than greenbelt, without a building permit or resident occupancy status, the Grantees agree to pay their respective property tax portion of 30% to the Grantors as indicated. If the parcel is assessed for resident occupancy tax purposes, due to the Grantors' ability to obtain a building permit, the Grantees shall continue to pay property tax of 30% to the Grantors based on the previous assessment.

The Grantees, their heirs or assigns, covenants with the Grantors, their heirs and assigns, to at all times maintain and make necessary repairs, at their own expense, if necessary.

In witness whereof, the parties hereto have duly executed this instrument.

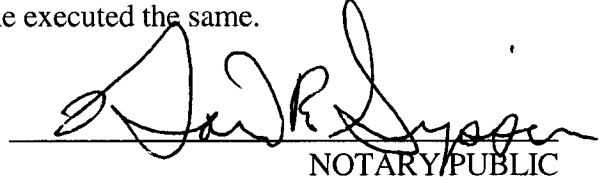
Dated this 25th day of April, 2006.



Kristin Wynn Mackey, GRANTOR

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 25th day of April, 2006, personally appeared before me Kristin Wynn Mackey, the signer of the above instrument, who duly acknowledged to me that She executed the same.



NOTARY PUBLIC

My Commission Expires:
Residing at: 6/8/2009
Spr. UT 84663

