ENT 55605:2004/PG 1 of 4 RANDALL A. COVINGTON UTAH COUNTY RECORDER 2004 May 14 9:12 am FEE 0.00 BY SN RECORDED FOR EAGLE MOUNTAIN CITY

FOR CONSTRUCTION, OPERATION, MAINTENANCE AND REPLACEMENT OF MUNICIPAL UTILITY FACILITIES

[SERVICE + SCHOOL WHOLESTEE], Grantor, does hereby convey and warrant 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 immediate notice to the City of every claim or demand which may cause a claim against the City and upon the exclusive right of the City to defend any claim against the Grantor which would cause a claim of indemnification against the City by the Grantor.

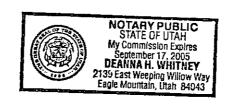
V	WITNESS the hand of said Grantor this 26 day of APREL,
200¥.4	flonowli-Lee [Grantor's Name]
	[Grantor's Name]

STATE OF UTAH)
COUNTY OF UTAH)

On the 26 day of 2002, personally appeared before me few to be the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by, for, or on behalf of the Grantor.

My Commission Expires: 9/17/05

NOTARY PUBLIC Volume White RESIDING AT: Eagle Mountain,



THE RANCHES ACADEMY PROPERTY DESCRIPTION

Beginning at a point which is North 89°18'39" West 347.61 feet and South 906.34 feet from the Northwest Corner of Section 29, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence along the arc of a 15.00 foot radius curve to the right 23.56 feet (central angle = 90°), the chord of which bears South 23°48'54" East 21.21 feet: thence South 21°11'06" West 285.14 feet; thence along the arc of a 175.00 foot radius curve to the right 114.88 feet (central angle = 37°36'40"), the chord of which bears South 39°59'26" West 112.83 feet; thence South 58°47'46" West 166.92 feet; thence along the arc of a 175.00 foot radius curve to the right 128.42 feet (central angle = 42°02'46"), the chord of which bears South 79°49'09" West 125.56 feet; thence along the arc of a 50.00 foot radius curve to the right 42.08 feet (central angle = 48°13'11"), the chord of which bears North 55°02'52" West 40.85 feet; thence along the arc of a 50.00 foot radius curve to the left 76.84 feet (central angle = 88°03'17"), the chord of which bears North 74°57'55" West 69.50 feet; thence North 28°59'34" West 17.64 feet; thence North 18°40'20" East 575.85 feet; thence along the arc of a 15.00 foot radius curve to the right 24.22 feet (central angle = 92°30'46"), the chord of which bears North 64°55'43" East 21.67 feet; thence South 68°48'54" East 363.03 feet to the point of beginning.

