

WHEN RECORDED MAIL TO:
 Draper Irrigation Company
 P.O. Box 156
 Draper, Utah 84020

EASEMENT

Shadrach Development, L.L.C. and Anthony A. Costanza and Devona K. Costanza, as Trustees of The Costanza Family Trust, dated the 25th day of March 2005, Grantors of City of Midvale, County of Salt Lake, State of Utah, hereby GRANT AND CONVEY to the Draper Irrigation Company, at 12421 South 800 East, Draper, Utah 84020, grantee for the Sum of Ten Dollars and other valuable consideration, a perpetual easement, upon part of an entire tract of land, for the purpose of a water line, situate of the SE ¼ of Section 33, Township 3 South, Range 1 West, SLB&M. The boundaries of said easement are described as follows:

An easement for the installation and maintenance of a water line more particularly described as follows:

Beginning at a point 1171.49 feet along the section line North 00°18'36" East and 2870.39 feet West from the East Quarter Corner of Section 33, Township 3, South Range 1 East, Salt Lake Base and Meridian, and running thence South 71°04'29" West 41.17 feet; thence South 41°33'11" West 39.89 feet; thence West 28.91 feet; thence along a 191.59 radius curve to the right 156.86 feet (chord bears: North 66°32'46" West 152.51 feet); thence North 46°54'28" East 20.00 feet; thence along a 171.59 radius curve to the left 140.48 feet (chord bears: South 66°32'46" East 136.59 feet); thence East 19.91 feet; thence North 41°33'11" East 36.16 feet; thence North 71°04'29" East 46.44 feet; thence South 18°55'31" East 20.00 feet to the point of beginning.

Grantor hereby agrees that DRAPER IRRIGATION COMPANY, their officers, employees, agents representatives, contractors, and assigns shall have the right of ingress and egress from the above described strip of property with such equipment as necessary to install, maintain, operate, repair, inspect, protect, install and connect other transmission mains and laterals, remove and replace said facilities as may be required from time to time by Grantee.

Grantor shall have the right to use said premises except for the purpose for which these rights-of-way and easement are granted provided such use shall not interfere with said facilities or with the discharge or the conveyance of water and sewer through any pipelines installed by Grantee. Grantee shall have the right to clear and remove all trees and obstructions within the easements may interfere with the use of the easements by Grantee. Grantee shall have the right to excavate and refill ditches and/or trenches for the installation of said pipelines and appurtenant parts thereof.

Continued on Page 2

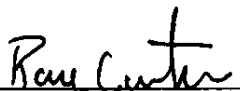
COURTESY RECORDING

This Document is being recorded solely as a courtesy and an accommodation to the parties named herein. METRO NATIONAL TITLE hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

Grantor shall not build or construct or permit to be built or constructed, any building or permanent structure over or across said easement or lower the contour thereof greater than one foot without the prior written consent of the Grantee. This right-of-way and easement grant shall be binding upon and inure to the benefit of, the heirs, representatives, successors-in-interest and assigns of grantors and the successors and assigns of Grantee and may be assigned in whole or in part by Grantee.

The property of Grantor shall be restored in as good of condition as when the same was entered upon by the grantee or its agents. The Grantee agrees that the pipe will be structurally strong enough to facilitate construction of future roads by grantors over said easement.

IN WITNESS WHEREOF, said Shadrach Development, L.L.C. has caused this instrument to be executed by its proper officers thereunto duly authorized this 27 day of June, 2006.

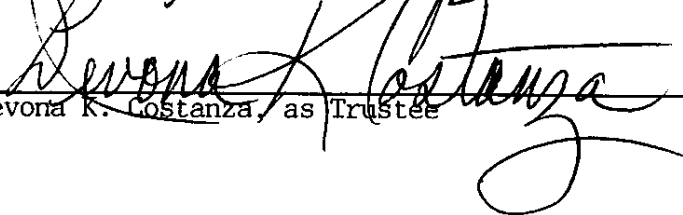


Shadrach Development, L.L.C., a Utah limited liability company

By: Ray Carter
Its: Manager



Anthony A. Costanza, as Trustee



Devona K. Costanza, as Trustee

