

When recorded return to:

Tooele City Attorney
90 North Main Street
Tooele, Utah 84074

EASEMENT AND RIGHT-OF-WAY

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, JOHNSON LAND DEVELOPMENT AND INVESTMENT COMPANY, a Utah Limited Partnership, Grantor, hereby grants, conveys, sells, and sets over unto Tooele City Corporation, Grantee, its successors and assigns, a perpetual easement and right-of-way on property situated in Tooele County, State of Utah, for the construction, operation, and maintenance of a Sanitary Sewer Main Line and associated manholes (hereafter referred to as Sewer Line).

The said easement and right-of-way are more particularly described as follows:

A 20 foot wide sewer easement and right-of-way, 10 feet on each side of the following centerline:
[Centerline description]

The rights associated with this perpetual easement and right-of-way include, but are not limited to, the right to install, operate, maintain, repair, inspect, protect, remove and replace all components of the Sewer Line in so far as they lie within the Grantor's property. Grantee, its successors and assigns shall have and hold this easement and right-of-way so long as such Sewer Line shall be maintained, and shall have the associated right of ingress and egress. During construction and repair operations, Grantee, its agents, representatives, and designees may enter and use such portions of Grantor's property along and adjacent to said easement and right-of-way as reasonably necessary for the construction or repair of said Sewer Line. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible.

Grantor shall have the right to use Grantor's property provided such use does not interfere with the Sewer Line or with the collection and conveyance of sewage through the Sewer Line, or any other rights granted to Grantee hereunder.

Grantor shall not build or construct or permit to be built or constructed over and across said easement and right-of-way any building or other improvement

nor change the contour thereof without written consent of Grantee. This easement and right-of-way grant shall be binding upon and inure to the benefit of the successors and assigns of the Grantor and successors and assigns of the Grantee, and may be assigned in whole or part by Grantee.

In witness whereof, the Grantor has execute this right-of-way and easement this 18th day of May, 2007.

Roxie J. Dobson
Roxie J. Dobson, General Partner

JoAnn J. Simmonds
JoAnn J. Simmonds, General Partner

STATE OF UTAH)
) SS.
COUNTY OF TOOELE)

On the 18th day of May, 2007, personally appeared before me Roxie J. Dobson and JoAnn J. Simmonds, the signer of the within instrument who duly acknowledged to me that they are General Partners of JOHNSON LAND DEVELOPMENT AND INVESTMENT COMPANY, a Utah Limited Partnership and that said Partners are authorized to sign for said Partnership.

Commission Expires:
10-17-07

Mark B. Nelsen
Notary Public
Residing at Tooele, Utah

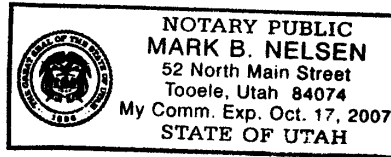


EXHIBIT "A"

Legal Description:

Commencing at a point that lies South 89°43'06" West, a distance of 10.00 feet along the Section Line from the Southeast corner of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian; thence North 00°21'44" West, a distance of 655.00 feet; thence North 89°42'09" West, a distance of 416.88 feet more or less to a point that is the center of a dedicated Tooele City Street, 1100 North Street, or as described on the official plat of Flinders Industrial Park (1200 North on the plat) as recorded in the office of the County Recorder of Tooele County, Utah.

Tax ID #: 2-127-51