

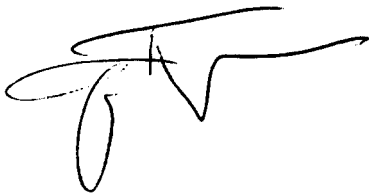
**DEED OF EASEMENT
FOR CONSTRUCTION, OPERATION, MAINTENANCE AND
REPLACEMENT OF MUNICIPAL UTILITY FACILITIES**

1 H.H.H. Investment Group J. 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.

WITNESS the hand of said Grantor this 18th day of February, 2003.



[Grantor's Name]
HHH Investment Group
by: Scot Hazard, Manager

STATE OF UTAH)

COUNTY OF UTAH)

On the 18th day of February, ²⁰⁰³ 2002, personally appeared before me Scot Hazard 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.

NOTARY PUBLIC Jessa Kay Gagnon
RESIDING AT: Utah County

My Commission Expires: September 20, 2003

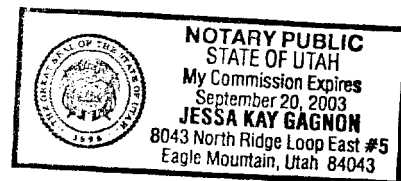
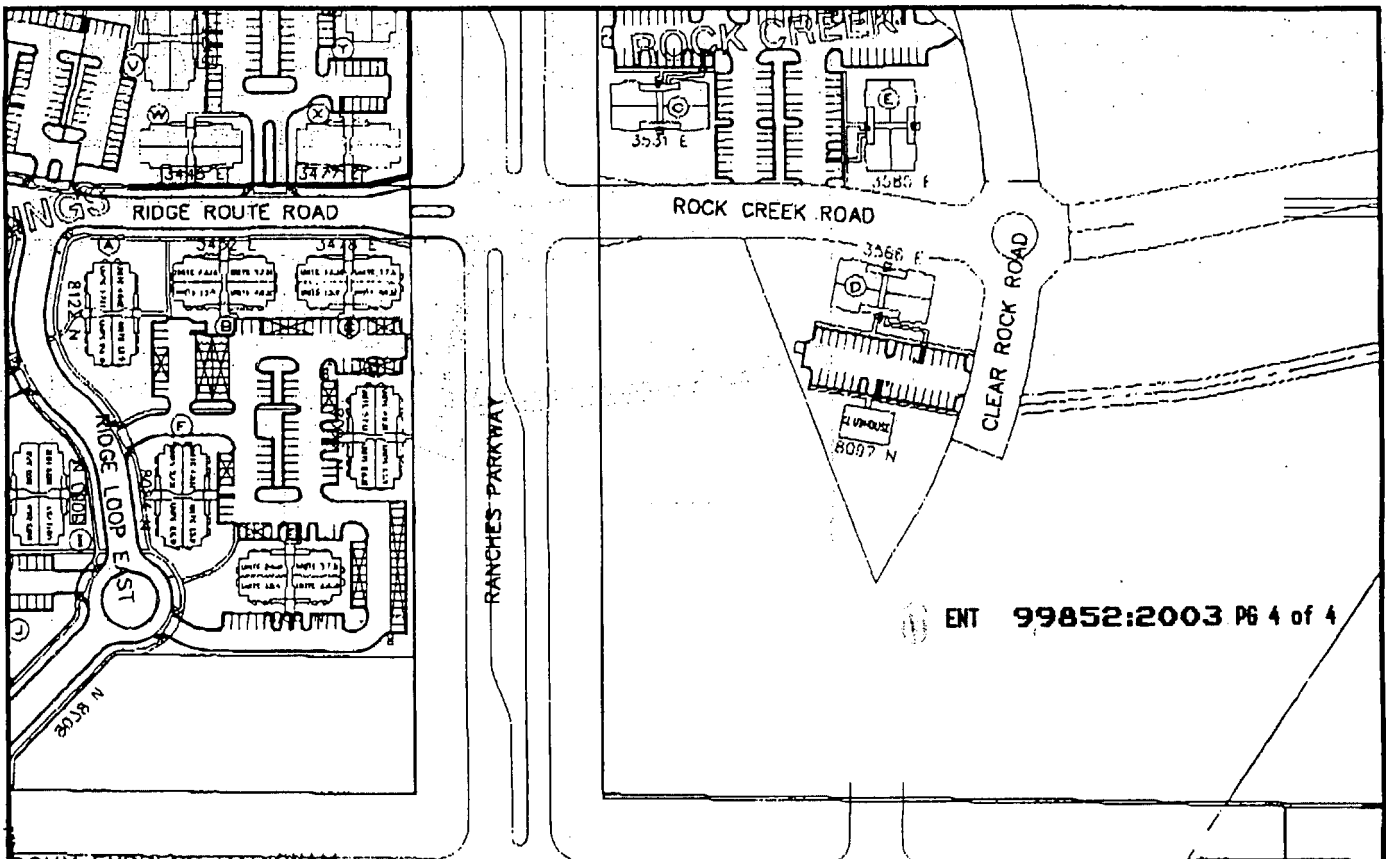
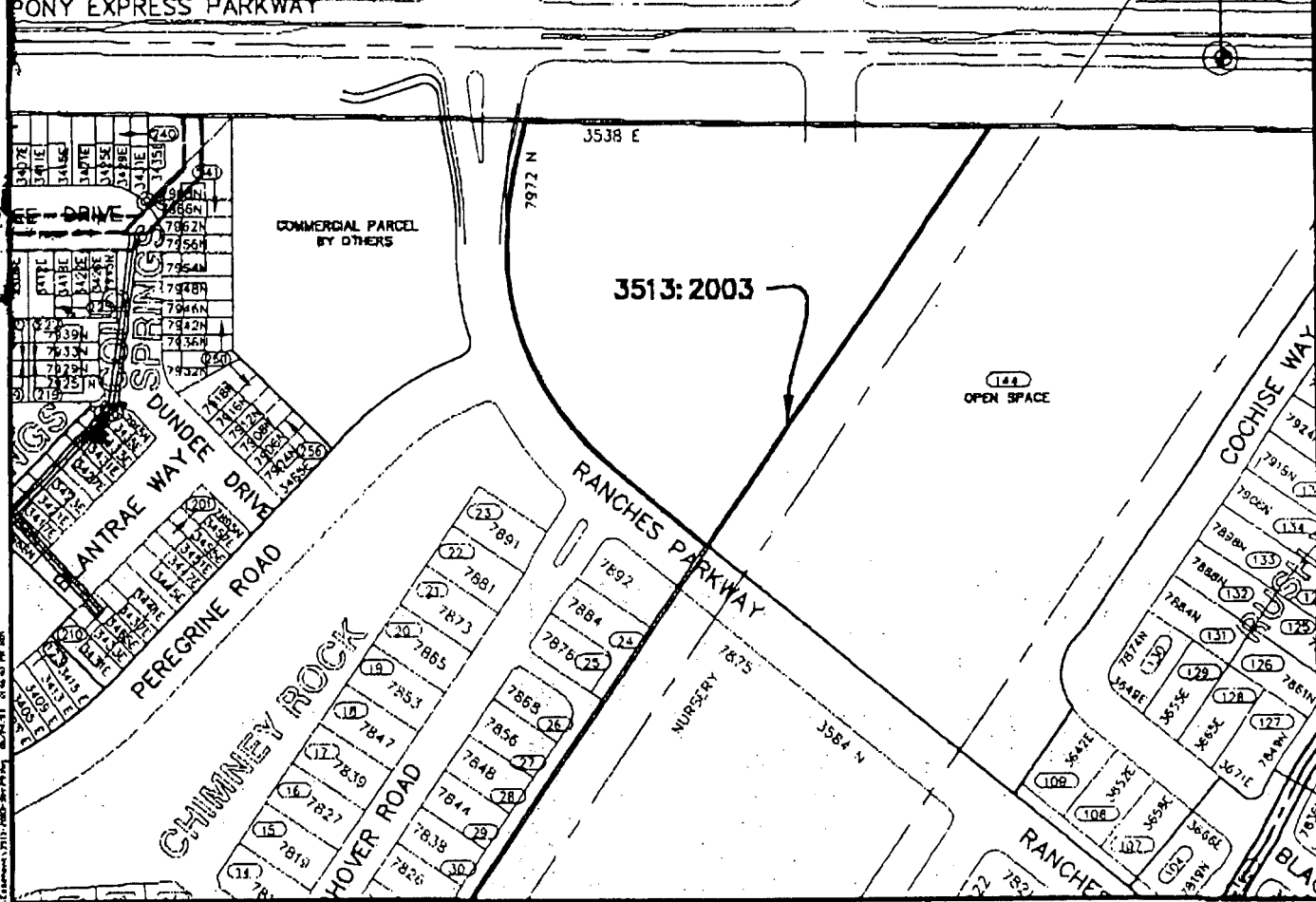


EXHIBIT 1

Beginning at a point which is North $89^{\circ} 02' 40''$ West along the section line 266.61 feet and South 82.95 feet from the North one-quarter corner of Section 29, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South $34^{\circ} 00' 01''$ West 581.67 feet; thence North $50^{\circ} 18' 03''$ West 151.19 feet; thence along the arc of a 320.00 foot radius curve to the right 285.64 feet, the chord bears North $24^{\circ} 43' 44''$ West 276.25 feet; thence along the arc of a 490.00 foot radius curve to the right 121.16 feet, the chord bears North $07^{\circ} 55' 38''$ East 120.85 feet; thence along the arc of a 510.00 foot radius curve to the left 23.57 feet, the chord bears North $13^{\circ} 41' 14''$ East 23.57 feet; thence South $89^{\circ} 09' 24''$ East 534.97 feet to the point of beginning.



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E **EPIC ENGINEERING, P.C.**
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 **GRAPHIC SCALE**
 0 100

 **Eagle Mountain
Utah**

EASEMENT 3513:2003