

When Recorded, Mail to:

Gerald H. Kinghorn
Parsons Davies Kinghorn & Peters, p.c.
185 South State Street, Suite 700
Salt Lake City, Utah 84111

ENT 131000 BK 4901 PG 651
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1998 Dec 16 12:44 pm FEE 14.00 BY JU
RECORDED FOR FIRST AMERICAN TITLE CO

Space above for Recorder's Use

EASEMENT
UTAH COUNTY

EAGLE MOUNTAIN PROPERTIES, L.C., Grantor, hereby GRANTS AND CONVEYS to the TOWN OF EAGLE MOUNTAIN, at 4114 North Heritage Drive, Eagle Mountain, Utah 84043, Grantee, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual easement, upon part of an entire tract of land, for the purpose of installing and maintaining a pressurized gas pipeline, electrical line, and telephone line, situate in the SOUTH QUARTER CORNER of Section 19, Township 6 South, Range 1 West, Salt Lake Base and Meridian as follows:

A 25 foot permanent easement, 12.5 feet on each side of the following centerline description of the said permanent easement:

Commencing North 89°48'43" West along Section line 666.75 feet and North 1945.94 feet from the South Quarter Corner of Section 19, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence North 02°59'32" East 64.13 feet; thence North 88°55'05" West 4648.99 feet to the easterly right-of-way line of Sweetwater Road.

ALSO:

A temporary construction easement to facilitate the construction of said utilities, being upon a strip of land 50 foot wide adjoining the southerly and northerly side of the above described easement. This temporary construction easement shall expire upon completion of the construction of all aforementioned utilities or upon December 31, 1999 whichever occurs first.

Grantor hereby agrees that the TOWN OF EAGLE MOUNTAIN, its 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 is necessary to install, maintain, operate, repair, inspect, protect, install and connect other underground transmission mains and laterals, and remove and replace said facilities as may be required from time to time by Grantee.

SMC
12/18/98

Grantor reserves the right to use said premises for the construction of future roads by Grantor over the premises, and for any other purposes provided such uses shall not interfere with the facilities or with the conveyance of gas pipelines, electrical lines, and telephone lines installed by Grantee. Grantee shall have the right to clear and remove all trees and obstructions within the easements which may interfere with the use of the easements by the Grantee. Grantee shall have the right to excavate and refill ditches and/or trenches for the installation of said pipelines and appurtenant parts thereof.

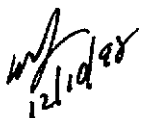
Grantor shall not build or construct or permit to be built or constructed any building, or permanent structure over or across said easement or lower the contour thereof greater than two feet without the prior written consent of Grantee provided this shall not preclude the construction of paved or unpaved roads, over or on the easement area. 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 as far as practical to its preconstruction condition by the Grantee or its agents. The Grantee agrees that the pipe will be structurally strong enough to facilitate the construction of future roads by Grantors over said easement.

Grantee shall at all times in its use of the premises comply with all applicable laws, regulations, and ordinances.

"Hazardous Materials" means any flammable, explosive, radioactive, hazardous, toxic, contaminating, polluting matter, waste or substance, including any material defined or designated as a hazardous or toxic waste, material or substance, or other similar term, by any federal, state or local environmental statute, regulation or ordinance presently in effect or that may be promulgated in the future. Grantee covenants that no Hazardous Materials shall contaminate or be stored, released, manufactured, or disposed of on the premises except for the proper and lawful storage and use of fuel, petroleum, and related substances and materials. Grantee's obligations under this paragraph shall be deemed to include, without limitation, the obligation to make at its sole cost and expense, all alterations, additions, modifications and capital improvements to the premises that may be required under or pursuant to any of the ordinances, statutes, regulations, orders, and requirements described above. Notwithstanding the above, Grantee shall not be responsible for the handling, removal, or treatment of any toxic waste or hazardous substances or materials which are present prior to the delivery of the premises to the Grantee and no costs incurred with the clean-up, removal, or treatment of such toxic waste or hazardous substances shall be allocated to the Grantee.

Grantee shall defend (with counsel acceptable to Landlord), indemnify and hold Grantor harmless from and against any and all claims, demands, damages, liens, liabilities and expenses (including without limitation, reasonable attorney's fees), arising directly or indirectly from or in any way connected with Grantee's use of the property herein described.

Handwritten signature and date: 12/10/88

IN WITNESS WHEREOF, said EAGLE MOUNTAIN PROPERTIES, L.C. has caused this instrument to be executed by its proper officers thereunto duly authorized, this 10th day of DECEMBER, A.D. 1998.

STATE OF UTAH)
FLORIDA)ss.

EAGLE MOUNTAIN PROPERTIES, L.C.

COUNTY OF UTAH)
BREVARD)

By [Signature]
Eric R. Jones, Member

On the 10th day of DECEMBER A.D. 1998 personally appeared before me, Eric R. Jones, Member of Eagle Mountain Properties, L.C., A Utah Limited Liability Company, the signer(s) of the within instrument who duly acknowledged to me that they executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Margaret A. Manning
Notary Public



MARGARET A. MANNING
MY COMMISSION # 00456209 EXPIRES
April 21, 1999
BONDED THRU TROY FAIR INSURANCE, INC.

12/10/98