

ENT 1460:2011 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2011 Jan 05 3:29 pm FEE 0.00 BY SS
RECORDED FOR EAGLE MOUNTAIN CITY

When recorded return to:
Parsons Kinghorn Harris, PC
Gerald H. Kinghorn
111 E. Broadway, #1100
Salt Lake City, Utah 84111

NON-EXCLUSIVE RIGHT-OF-WAY AND EASEMENT

MONTE VISTA RANCH, LC, a Utah limited liability company, LEGENDS LAND AND RANCH, LLC, a Utah limited liability company, EAGLE MOUNTAIN PROPERTIES, LC, a Utah limited liability company, CEDAR VALLEY LAND AND RANCH, LLC a Utah limited liability company and JOHN W. WALDEN, individually (collectively "**Grantors**"), with respect to the properties of each of the Grantors, hereby convey and warrant to EAGLE MOUNTAIN CITY, a municipal corporation of the State of Utah ("**Grantee**") for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, perpetual non-exclusive surface easements ("**Easements**") and rights-of-way for the purpose of constructing, operating and maintaining public trails and appurtenances within the Easements and rights-of-way granted herein over, across and through the Grantors' property situated in Utah County, Utah which are more specifically described in attachment Exhibit "A" (the "**Easement Area**").

Grantors hereby warrant the peaceful enjoyment of the Easements to Grantee and covenant that the Grantors shall not hinder, disturb, or damage the Grantee's improvements or prevent the use of the Easements by the Grantee.

The Easement shall cease and terminate if the use for which the Easements is granted is formally discontinued, permanently abandoned in fact, or becomes impossible, or the Easements are devoted to a different and inconsistent use, in which case the Easement shall revert to the Grantor, its successors and assigns after reasonable notice to the Grantee and after the Grantee fails to cure the cause of the proposed reversion.

The Easements shall only be used for non-motorized use, provided that Grantee may operate motorized vehicles within the Easements solely for the purpose of maintaining the Easement.

The Grantee shall minimize the adverse impact to the Easements corridor and the adjoining property(s) in constriction and maintenance of the Easements and shall restore any impacted property to the condition in which it was found prior to construction and maintenance of the Easements excepting the area within the developed Easements.

The Easements granted herein is subject to the condition that the Grantee shall indemnify and hold harmless, the Grantor, its heirs and successors against any and all liability caused by the acts of the Grantee, its contractors or agents, during the construction, operation or maintenance of the trails and use provided for in this easement; the Grantor's right to indemnification or to be

held harmless by the Grantee under the terms of this paragraph is expressly conditioned upon reasonable notice to the Grantee of any claim or demand which would cause a claim against the Grantee and upon the Grantees right to defend any claim against the Grantor which would cause a claim of indemnification against the Grantor. This provision shall not be interpreted or construed to waive the rights of the Grantee to the affirmative defenses to claims brought by third parties provided under the Utah Governmental Immunity Act.

WITNESS the hand of said Grantors this 27 day of Dec, 2010.

GRANTORS:

MONTE VISTA RANCH, LC

By: _____

John W. Walden, Managing Member

LEGENDS LAND AND RANCH, LLC

By: _____

John W. Walden, Managing Member

EAGLE MOUNTAIN PROPERTIES, LC

By: _____

John W. Walden, Managing Member

CEDAR VALLEY LAND AND RANCH, LLC

By: _____

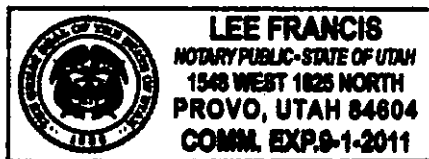
John W. Walden, Managing Member

By: _____

John W. Walden, Individually

STATE OF UT)COUNTY OF UT)

On the 27 day of Dec, 2010, personally appeared before me John W. Walden, the signor of the foregoing instrument, who did personally acknowledged to me that he had authority to and did execute the foregoing by, for, and on behalf of Grantors.



Lee Francis
NOTARY PUBLIC

EXHIBIT A

(School Trails Easements)

TRAIL ALONG AUTUMN RIDGE SUBDIVISION

BEGINNING AT A POINT ON THE NORTH LINE OF EAGLE MOUNTAIN BLVD. AT THE SOUTHEAST CORNER OF AUTUMN RIDGE SUBDIVISION, PHASE 1, SAID POINT BEING S89°32'24"E 1267.17 FEET ALONG THE SECTION LINE AND NORTH 1210.43 FEET FROM THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID SUBDIVISION BOUNDARY N01°22'34"E 754.23 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF EAGLEPARK SUBDIVISION PHASE 1; THENCE ALONG SAID SUBDIVISION BOUNDARY N89°58'16"E 150.00 FEET; THENCE SOUTH 40.00 FEET; THENCE S65°55'56"W 156.05 FEET; THENCE S01°22'34"W 655.96 FEET MORE OR LESS, TO THE NORTHERLY LINE OF EAGLE MOUNTAIN BLVD.; THENCE NORTHWESTERLY 11.22 FEET ALONG SAID RIGHT OF WAY AND ARC OF A 9953.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°03'52", CHORD OF SAID CURVE BEARS N61°41'01"W 11.22 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 0.406 ACRES, MORE OR LESS.

TRAIL ALONG OVERLAND TRAILS PLAT 1C

BEGINNING AT A POINT ON THE NORTH LINE OF IRA HODGES SCENIC PARKWAY AT THE SOUTHEAST CORNER OF OVERLAND TRAILS SUBDIVISION PLAT 1C, SAID POINT BEING S89°32'24"E 1621.91 FEET ALONG THE SECTION LINE AND NORTH 126.50 FEET FROM THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID SUBDIVISION BOUNDARY N00°48'30"E 242.35 FEET; THENCE N13°55'20"W 203.36 FEET; THENCE N30°03'38"W 209.66 FEET; THENCE N26°07'08"E 12.04 FEET; THENCE S30°03'38"E 217.78 FEET; THENCE S13°55'20"E 206.07 FEET; THENCE S00°48'30"W 246.50 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID IRA HODGES SCENIC PARKWAY; THENCE NORTHWESTERLY 10.40 FEET ALONG SAID RIGHT OF WAY AND ARC OF A 1435.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00°24'55", CHORD OF SAID CURVE BEARS N73°14'35"W 10.40 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 0.152 ACRES, MORE OR LESS.

TRAIL THROUGH MAJORS SUBDIVISION

BEGINNING AT THE SOUTHERN MOST CORNER OF OVERLAND TRAILS ESTATES PHASE 1, SAID POINT BEING S89°32'24"E 560.19 FEET ALONG THE SECTION LINE AND SOUTH 310.91 FEET FROM THE NORTHWEST CORNER OF SECTION 13,

TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S54°58'35"W 19.04 FEET; THENCE S52°08'55"W 91.74 FEET; THENCE S47°36'57"W 90.95 FEET; THENCE S43°04'59"W 90.95 FEET; THENCE S38°33'02"W 91.74 FEET; THENCE S35°43'35"W 18.87 FEET; THENCE N54°41'43"W 235.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1385.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 10.00 FEET, THROUGH A CENTRAL ANGLE OF 00°24'49", CHORD OF SAID CURVE BEARS N35°30'50"E 10.00 FEET; THENCE S54°41'43"E 225.06 FEET; THENCE N35°43'35"E 9.19 FEET; THENCE N38°33'02"E 92.39 FEET; THENCE N43°04'59"E 91.74 FEET; THENCE N47°36'57"E 91.74 FEET; THENCE N52°08'55"E 92.39 FEET; THENCE N54°58'35"E 19.27 FEET TO THE WESTERLY BOUNDARY OF SAID OVERLAND TRAILS ESTATES PHASE 1; THENCE ALONG SAID SUBDIVISION BOUNDARY S35°05'44"E 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.145 ACRES, MORE OR LESS.

TRAIL FROM SWEETWATER PHASE 1

COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°32'12"W 2176.33 FEET ALONG THE SECTION LINE; THENCE SOUTH 742.25 FEET; THENCE WEST 261.23 FEET; THENCE S00°27'08"W 850.34 FEET; THENCE N89°32'52"W 228.00 FEET MORE OR LESS TO A POINT ON THE EAST SIDE OF AN EXISTING 10 FOOT WIDE SIDEWALK, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N89°32'52"W 10.00 FEET; THENCE N00°27'07"E 761.89 FEET; THENCE S89°59'33"W 11.88 FEET MORE OR LESS TO THE EASTERLY LINE OF SWEETWATER ROAD; THENCE ALONG SAID RIGHT OF WAY N00°27'07"E 10.00 FEET; THENCE N89°59'33"E 21.88 FEET; THENCE S00°27'07"W 771.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.180 ACRES, MORE OR LESS.