

AFTER RECORDATION MAIL TO:
HEBER CITY CORPORATION
75 NORTH MAIN STREET
HEBER CITY, UT 84032

DWC-1529 + DWC-1530

GRANT OF EASEMENT OF RIGHT-OF-WAY TO HEBER CITY

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Property Owner WISHALAN LLC, as Grantor(s) hereby grant to Heber City Corporation, a municipal corporation situated in Wasatch County, the State of Utah, as GRANTEE, a permanent easement of right-of-way twenty (20) feet in width for the purpose of laying underground water pipelines and laterals, sewer main lines, sewer trunk lines, collection lines and laterals, sewer manholes, storm drains, detention basins, and other appurtenant underground and surface structures, including but not limited to power lines for transmission and communication purposes, pumps, regulators, valves and access roads within said easement, hereinafter referred to as "said facilities," together with the right to construct, operate, maintain, repair and replace said facilities, and the right of ingress and egress for such purposes. Said easement is described as follows:

(See Attached Exhibit 'A' for Legal Description)

GRANTOR reserves the right to use said land at GRANTOR'S own risk for any and all purposes not conflicting, interfering or inconsistent with CITY'S use of said facilities. GRANTOR waives any right to compel CITY to grade, surface or otherwise improve or maintain said easement area as a roadway.

GRANTOR shall not increase or decrease or permit to be increased or decrease the ground elevations of said easement existing at the time this document is executed, nor construct or permit to be constructed any permanent building, structures, improvements or other encroachment upon said easement which will cause damage to or threaten the safety of any of said facilities of CITY placed within the easement.

GRANTOR further grants to CITY the right to assign any or all of the rights granted in this easement in whole or in part to other companies providing utility or communication facilities/services.

CITY may remove from the easement any building, structure, improvement or other encroachments thereon conflicting, interfering or inconsistent with its use for the purposes hereby granted. CITY shall have the right to install its own gates and locks in all fences which now cross or may hereafter cross said easement.

GRANTOR agrees on its own behalf and on behalf of its successors in interest that it will indemnify and hold harmless CITY for any damages to the property which result from maintenance and repair operations by CITY of its facilities within the easement.

GRANTOR may use said land as a driveway and to the extent of such use may surface or pave the area, subject only to the restrictions as to changes in existing ground elevations set forth above.

GRANTOR may, at GRANTOR'S expense, and subject to CITY'S prior written consent, relocate the above mentioned facilities in the event such conflict with future development of said property, provided that GRANTOR does not cause discontinuance of service to any area, and provided, further, that CITY receives, without expenses to CITY, an easement comparable to this easement for said relocated facilities. CITY shall never be required to relocate or alter in any way the facilities installed pursuant to this grant of easement, or to bear any cost in connection therewith as a result of changes in the location of any said facilities.

CITY shall have the right to transfer and assign all or a portion of this easement to its successor in interest, or to any other political subdivision or public utility for use of the above stated purpose.

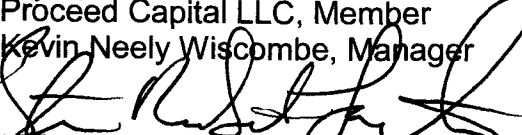
GRANTOR(S): WISHALAN LLC



By: David A. Shaia, Member



By: Proceed Capital LLC, Member
By: Kevin Neely Wiscombe, Manager



By: Proceed Capital LLC, Member
By: Steven Robert Lancaster, Manager

GRANTEE(S): HEBER CITY CORPORATION

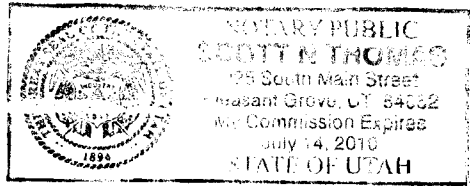
By: _____

State of Utah)

County of UTAH)

On the 25th day of FEBRUARY, 2008, personally appeared before me WISHALAN LLC, personally know to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

Scott N. Thomas
Notary Public



State of Utah)

County of _____)

On the _____ day of _____, 2008, personally appeared before me HEBER CITY CORPORATION, personally know to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

Notary Public

EXHIBIT "A"

A 20 FOOT WIDE EASEMENT FOR THE ACCESS AND MAINTENANCE OF AN EXISTING EIGHTEEN INCH SEWER MAIN LINE, THE BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND WASATCH COUNTY SURVEY MONUMENT REFERENCING THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N 22°05'20" W 1459.54 FEET; TO THE TRUE POINT OF BEGINNING (BASIS OF BEARINGS BEING A LINE THAT BEARS NORTH 00°15'52" WEST BETWEEN FOUND WASATCH COUNTY SURVEY MONUMENTS REFERENCING THE SOUTHEAST AND NORTHEAST CORNERS OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN):

AND RUNNING THENCE S 00°50'15" E 323.74 FEET; THENCE N 88°07'31" W 31.82 FEET; THENCE N 00°15'40" E 163.37 FEET; THENCE N 76°49'08" W 114.86 FEET; THENCE N 62°24'15" W 47.11 FEET; THENCE S 88°52'04" W 96.22 FEET; THENCE S 89°22'44" W 387.10 FEET; THENCE S 01°50'00" E 247.80 FEET; THENCE S 18°02'44" W 291.88 FEET; THENCE S 18°42'39" W 202.83 FEET; THENCE S 00°02'24" W 250.58 FEET; THENCE S 00°04'41" W 256.67 FEET; THENCE S 89°23'48" W 311.22 FEET; THENCE S 88°35'56" W 370.95 FEET; THENCE N 01°24'04" W 20.00 FEET; THENCE N 88°35'56" E 371.09 FEET; THENCE N 89°23'48" E 291.59 FEET; THENCE N 00°04'41" E 236.90 FEET; THENCE N 00°02'24" E 253.86 FEET; THENCE N 18°42'39" E 206.00 FEET; THENCE N 18°02'44" E 288.26 FEET; THENCE N 01°50'00" W 264.73 FEET; THENCE N 89°22'44" E 407.35 FEET; THENCE N 88°52'04" E 101.34 FEET; THENCE S 62°24'15" E 49.70 FEET; THENCE S 76°49'08" E 107.31 FEET; THENCE N 01°37'19" W 138.42 FEET; THENCE N 89°23'48" E 30.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.41 ACRES.

