

When Recorded Return to:
Gilbert M. Jennings
P.O. Box 812
St. George, UT 84771

00755364 Bk 1454 Pg 0662
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2002 MAR 01 16:48 PM FEE \$14.00 BY LP
FOR: DIXIE TITLE CO

RIGHT-OF-WAY EASEMENT

Eaglebrook Corporation, a Utah corporation, and **R.C. Tolman and Arleen Ann Tolman, as Trustees of the R.C. Tolman and Arleen Tolman Revocable Family Trust under agreement dated June 19, 1996** (collectively "Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to **Ledges Land, LC**, a Utah limited liability company, and its successors and assigns, ("Grantee"), a perpetual right-of-way easement for (1) ingress and egress of vehicular and pedestrian traffic; (2) the construction, reconstruction, operation, maintenance, repair, replacement, and removal of water, electrical, sewer, gas, telephone, cable television, communications and other utility lines and all necessary or desirable accessories and appurtenances thereto, including, without limitation, supporting manholes, poles, vaults, guys and cabinets; and (3) the reconstruction, operation, maintenance, repair, replacement, and removal of a water storage tank or other water storage facility and all necessary or desirable accessories and appurtenances thereto. The easement is on, over, under, above and across a strip of land located in Washington County, Utah, and described on Exhibit A, which is attached hereto and incorporated herein.

Grantee shall have a reasonable right of access to the easement from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the easement clear of all brush, trees, structures, rocks and other hazards or obstructions which might endanger Grantee's facilities or impede Grantee's activities on, or use of, the easement.

Grantee shall have no obligation to maintain or improve the easement; provided, however, Grantee shall repair all damages caused to the easement as a result of Grantee's activities on, or use of, the easement.

Grantor shall be entitled to use the easement (excluding that portion which is occupied by a water storage tank or other water storage facility) jointly with Grantee for ingress and egress of vehicular and pedestrian traffic. However, at no time shall Grantor place, use, or permit any obstructions or buildings, structures or other improvements, equipment or material of any

kind on or within the boundaries of the easement or engage in any activity on or within the boundaries of the easement that will interfere with Grantee's use and enjoyment of the easement.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

DATED this 1st day of March, 2002.

Eaglebrook Corporation

By: R.C. Tolman
President

R.C. Tolman and Arleen Ann Tolman, as Trustees of the R.C. Tolman and Arleen Tolman Revocable Family Trust under agreement dated June 19, 1996

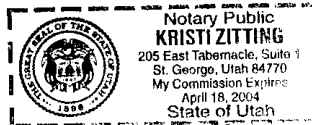
By: R.C. Tolman
Trustee

By: Arleen Ann Tolman
Trustee

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 1 day of March, 2002, by R.C. Tolman, President, R.C. Tolman, Trustee, and Arleen Ann Tolman, Trustee.

Kristi Zitting
NOTARY PUBLIC
Address: 205 E. Tabernacle, St. George, UT 84770
My Commission Expires: 4/18/04



AT R.C.T

L. R. POPE ENGINEERING, INC.

1240 East 100 South • #15 B • St. George, Utah 84790 • (435) 628-1676 • (435) 628-1788 Fax

Easement Description
50.00 foot Easement for Water and Utilities
from Winchester Drive to Existing Water Tank
(2-22-02)
(EASEMENT #1)

Beginning at a point S 00°07'01" E 80.40 feet along the Section Line from the East ¼ Corner of Section 23, Township 41 South, Range 16 West, Salt Lake Base and Meridian and running thence S 69°01'30" E 62.73 feet to the point of a 250.00 foot radius curve to the left; thence southeasterly through a central angle of 21°12'04" and along the arc of said curve 92.51 feet to the point of tangency; thence N 89°46'26" E 876.49 feet to the point of a 125.00 foot radius curve to the right; thence southeasterly through a central angle of 90°08'15" and along the arc of said curve 196.65 feet to the point of tangency; thence S 00°05'19" E 1390.29 feet; thence S 89°54'41" W 25.00 feet; thence S 00°05'19" E 389.40 feet; thence S 88°17'03" E 134.33 feet; thence S 02°41'55" W 106.58 feet; thence S 00°09'29" E 247.20 feet; thence N 89°53'20" E 65.61 feet to a point on the 1/16th line; thence along the 1/16th line S 00°05'19" E 60.00 feet; thence S 89°53'20" W 90.54 feet; thence N 00°09'29" W 307.80 feet; thence N 02°41'55" E 81.77 feet; thence N 88°17'03" W 133.12 feet; thence N 00°05'19" W 1803.91 feet to the point of a 75.00 foot radius curve to the left; thence northwesterly through a central angle of 90°08'15" and along the arc of said curve 117.99 feet to the point of tangency; thence S 89°46'26" W 876.49 feet to the point of a 300.00 foot radius curve to the right; thence northwesterly through a central angle of 21°12'04" and along the arc of said curve 111.01 feet to the point of tangency; thence N 69°01'30" W 410.11 feet to a southeasterly corner of 'Winchester Hills Phase II' as recorded in the office of the Washington County Recorder; thence along the southerly boundary of said subdivision N 20°58'30" E 50.00 feet; thence continuing along said boundary and the extension thereof S 69°01'30" E 347.38 feet to the point of beginning

L.R. Pope Engineering
L. Ried Pope, PE, PLS

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RCP