

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

00755368 Bk 1454 Pg 0675
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2002 MAR 01 16:50 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; and (2) the construction, reconstruction, operation, maintenance, repair, replacement, and removal of water, electrical, 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. 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.

Grantor agrees, upon request of Grantee, to execute a replacement Right-of-Way Easement in favor of Grantee that will change the location of the easement in order to more directly access the well on BLM property to the east of Grantor's property. Upon recording of the replacement Right-of-Way Easement, Grantee shall release this Easement.

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 jointly with Grantee for ingress and egress of vehicular and pedestrian traffic. However, at no time

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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

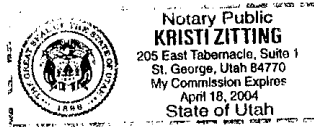
R.C. Tolman and Arleen Ann Tolman, as Trustees of the R.C. Tolman and Arleen Tolman Revocable Family Trust under agreement dated June 19, 1996

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



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Exhibit "A"

Beginning at a point North 89°46'26" East 1320.82 feet and South 00°05'19" East 701.00 feet from the East 1/4 Corner of Section 23, Township 41 South, Range 16 West, Salt Lake Base and Meridian, to the True Point of Beginning; and running thence South 00°05'19" East 15.00 feet, thence South 89°54'41" West 170.00 feet; thence North 00°05'19" West 15.00 feet; thence North 89°54'41" East 170.00 feet to the Point of Beginning.

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