

When recorded return to:
NIBLEY CITY CORPORATION
625 West 3200 South
Nibley, UT 84321

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of _____ and other good and valuable consideration paid to:

HYRUM CITY CORPORATION

hereinafter referred to as GRANTOR, by NIBLEY CITY CORPORATION, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successor and assigns, a temporary non-exclusive construction easement ("Construction Easement") and a perpetual non-exclusive easement ("Perpetual Easement") as hereinafter described over, across, under and through land of GRANTOR situated in Cache County, State of Utah, subject to all of the terms and conditions of this agreement. The Construction Easement and the Perpetual Easement are collectively referred to herein as the "Easements".

The Construction Easement shall be twenty (20) feet in width granted for the time of original installation of the facilities as hereinafter described, and shall terminate upon the completion of the installation of the facilities (as hereinafter described). The Perpetual Easement shall be ten (10) feet in width, five (5) feet on each side of the as-constructed centerline of said facilities. The Easements are more particularly described as follows:

Construction Easement

PART OF THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 34, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE MERIDIAN, LOCATED IN THE COUNTY OF CACHE, STATE OF UTAH.

A 20-FT WIDE CONSTRUCTION EASEMENT, 10-FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 34 AS MONUMENTED BY A CACHE COUNTY ALUMINUM CAP;
THENCE NORTH 2,680.22 FEET; THENCE WEST 2,569.41 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH PROPERTY LINE OF THE PARCEL 03-067-0021;

THENCE ALONG THE CENTERLINE OF SAID EASEMENT THE FOLLOWING COURSE:

(1) N00°05'15"E 217.64 FEET TO A POINT IN THE NORTH LINE OF SAID PARCEL 03-067-0021 AS MONUMENTED BY A FENCE, SAID POINT BEING N41°33'28"W 3,872.69 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 34;

THE SIDELINES OF SAID EASEMENT ARE CONTINUOUS AND EXTEND OR SHORTEN TO MEET THE GRANTOR'S PROPERTY LINE.

THIS EASEMENT WILL BECOME NULL AND VOID UPON COMPLETION OF THE WATER LINE

Perpetual Easement

PART OF THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 34, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE MERIDIAN, LOCATED IN THE COUNTY OF CACHE, STATE OF UTAH.

A 10-FT WIDE PERMANENT EASEMENT, 5-FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 34 AS MONUMENTED BY A CACHE COUNTY ALUMINUM CAP;
THENCE NORTH 2,680.24 FEET; THENCE WEST 2,584.41 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH PROPERTY LINE OF THE PARCEL 03-067-0021;

THENCE ALONG THE CENTERLINE OF SAID EASEMENT THE FOLLOWING COURSE:

(1) N00°05'15"E 203.40 FEET TO A POINT IN THE NORTH LINE OF SAID PARCEL 03-067-0021 AS MONUMENTED BY A FENCE, SAID POINT BEING N41°51'51"W 3,872.08 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 34;

THE SIDELINES OF SAID EASEMENT ARE CONTINUOUS AND EXTEND OR SHORTEN TO MEET THE GRANTOR'S PROPERTY LINE.

Description of Easement

The Easements shall be for pipelines, manholes and appurtenances to be constructed as part of the Water Distribution Project to be constructed beginning Summer 2008. The alignment of the pipe is shown as part of the plans for construction of the said facilities.

Purpose and Conditions

TO HAVE AND TO HOLD the same unto the GRANTEE, the easements as follows:

Construction Easement, as described above, with the right to install and inspect pipelines, valves and other associated structures and appurtenances (herein collectively called "facilities") over, across, under and through the Construction Easement; and

Perpetual Easement with the right to inspect, maintain, operate, repair, protect, remove and replace pipelines, valves and other associated structures and appurtenances (herein collectively called "facilities") over, across, under and through the easements.

All the facilities granted within the Easements shall be installed and maintained below the ground level or surface of GRANTOR'S property, and GRANTEE shall maintain the facilities in good and safe condition. So long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way for the purpose described in the Easements. During temporary periods, the GRANTEE may use such portion of said right-of-way as may be reasonably necessary in connection with the construction, maintenance, repair, removal, or replacement of the facilities. The GRANTEE shall notify GRANTOR prior to entering the easements for purposes of construction, maintenance, repair, removal or replacement of the facilities.

GRANTEE shall exercise its rights hereunder in a manner which does not materially interfere with GRANTOR'S operations on the adjacent property. GRANTEE as a condition to the granting of the easements, shall pay damages, restore or place in kind, at the GRANTOR'S discretion and at GRANTEE'S expense, fences, crops, underground pipes, landscaping, and other improvements in the event such are damaged by the construction, maintenance, repair, replacement or removal of the facilities.

GRANTEE shall indemnify, defend and hold harmless GRANTOR from and against any and all losses, claims, actions, damages, liabilities, penalties, fines, or expenses of any nature whatsoever (collectively, "Claims") arising from the use by GRANTEE of the Easements, except to the extent any such Claims are caused by the gross negligence or willful misconduct of GRANTOR.

GRANTOR shall have the right to use the Easement areas, provided such use does not unreasonably interfere with the facilities. Notwithstanding the foregoing, GRANTOR shall not build or construct, nor permit to be built or constructed, any building or other similar improvement, over, across, or under the said right-of-way, nor change the contour thereof without written consent of the GRANTEE. This right-of-way shall be binding upon GRANTOR, his successors and assigns, and shall inure to the benefit of GRANTEE, its successors and assigns, and may be assigned, in whole or in part, by the GRANTEE.

It is hereby understood that any party securing this grant on behalf of GRANTEE is without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this ____ day of _____, 2008.

GRANTOR

STATE OF UTAH)
 :
COUNTY OF CACHE)

On the _____ day of _____, 2008, personally appeared before me _____, the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public