

When Recorded, Return to:
New State, Inc.
Attn: William Bennett
P.O. Box 58483
Salt Lake City, UT 84158

E 2499030 B 4919 P 538-541
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/11/2009 12:43:00 PM
FEE \$23.00 Pgs: 4
DEP eCASH REC'D FOR TITLE WEST TITLE CO - SLC

Tax ID No. 06-030-0038

TW52172

EASEMENT AGREEMENT

For value received, WILLIAM R. SMITH and LUDEAN A. SMITH, as Trustees of THE SMITH FAMILY REVOCABLE TRUST dated March 10, 2000; MACK G. SMITH and CAROLYN SMITH, as Trustees of THE MACK G. AND CAROLYN SMITH REVOCABLE TRUST dated September 4, 1998; J. LYNN SMITH as Trustee of THE J. LYNN SMITH LIVING TRUST dated June 2, 2000; and CINDY S. HATCH, an individual (collectively, "Grantor"), hereby grant to NEW STATE, INC., a Nevada corporation ("Grantee"), a perpetual non-exclusive utility easement for the operation, continued maintenance, repair, and replacement of an existing underground sewer line and a culinary water line and related facilities for the benefit of property owned by Grantee only ("Easement"), located under, within and through a portion of the premises of the Grantor, in Davis County, Utah, more particularly described as follows:

Beginning at the Northeast corner of Section 27, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°53'20" West 1322.10 feet along Section line; thence South 00°07'14" West 20.00 feet; thence South 89°53'20" West 315.01 feet to the East right-of-way line of Legacy Highway; thence North 01°59'11" West 53.03 feet along said East line; thence North 89°53'20" East 1639.05 feet to Section line; thence South 00°05'15" West 33.00 feet along Section line to the point of beginning.

Affects Parcel ID No. 06-030-0038

TOGETHER WITH the right of reasonable access to the Easement area from adjacent property of Grantor for maintenance, repair or replacement purposes.

Grantee shall provide Grantor with prior written notice of its intent to access the Easement to construct, maintain, repair, and/or replace its sewer line or water line in the Easement, except in case of emergency. Grantee shall restore to its prior condition any of Grantor's property damaged as a result of Grantee's actions within a reasonable time after completion of such activity.

Subject to the foregoing limitations, the surface of the Easement may be used by Grantor for any purpose not inconsistent with the purposes enumerated in this Easement Agreement.

Grantor may relocate the sewer and/or water line and the Easement, including a relocation to a public utility right of way, at Grantor's cost, provided: (i) Grantor obtains Grantee's prior written consent, which consent cannot be unreasonably withheld, conditioned or delayed, on the design, location, construction, specifications and materials to be used in such

relocation; and (ii) the relocation does not unreasonably interfere with the operation and use of the sewer line, the water line, and/or the Easement, nor will it unreasonably increase Grantee's operating or maintenance costs for the sewer line and/or water line.

The rights and obligations of the parties hereto shall be binding upon, and shall benefit their respective heirs, successors and assigns. This Easement Agreement shall be interpreted, construed and enforced in accordance with and governed by the laws of the State of Utah. Any action with respect thereto shall be commenced exclusively in the courts of Utah. Should a party be required to enforce this Easement Agreement, the prevailing party shall be entitled to recover from the other attorney fees and costs incurred in enforcing the Easement Agreement.

The officers who sign this Easement Agreement certify that the transfer and obligations represented herein were duly authorized by their respective entities.

DATED this 20th day of November 2009.

GRANTOR:

THE SMITH FAMILY REVOCABLE TRUST

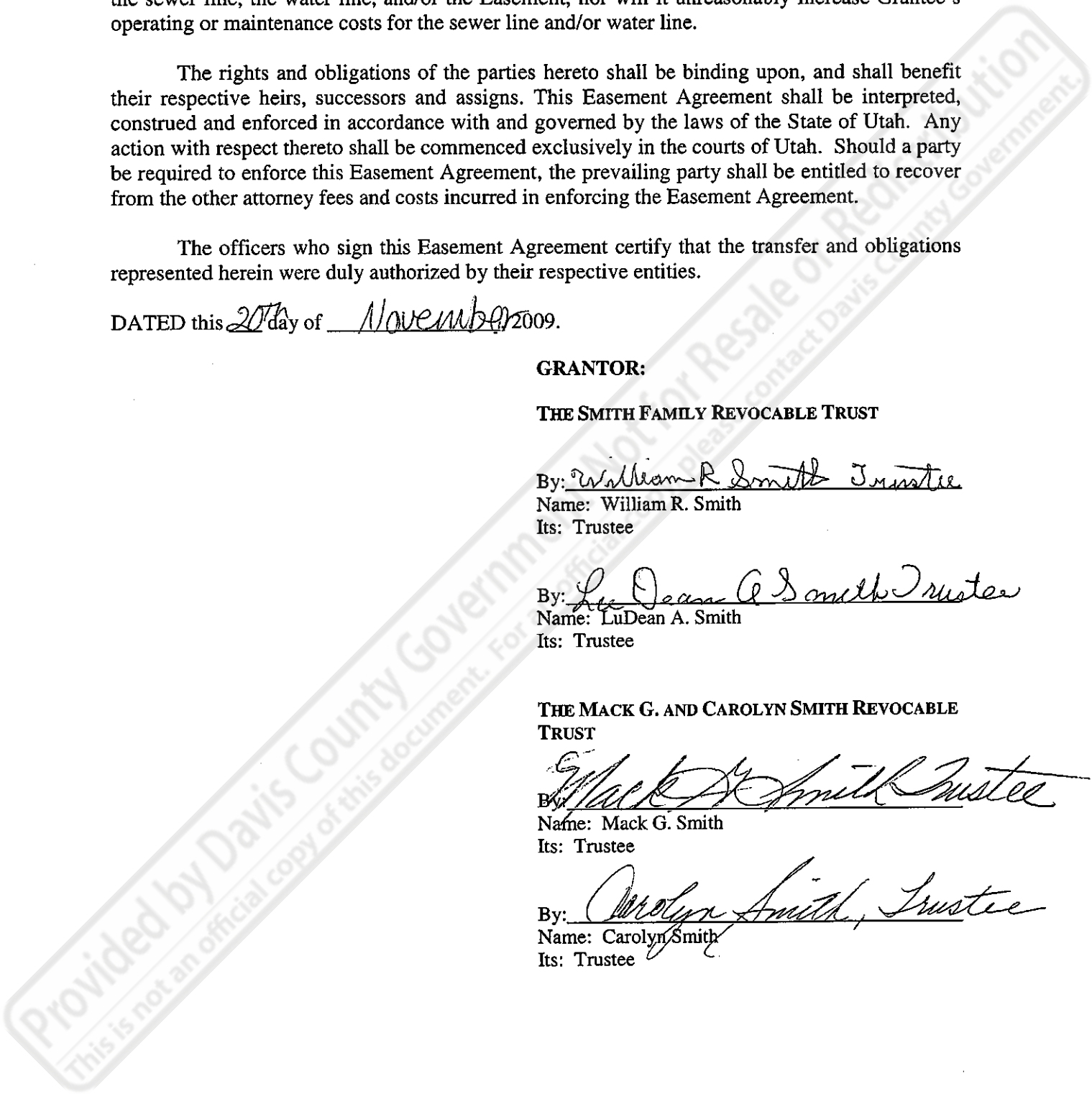
By: William R. Smith Trustee
Name: William R. Smith
Its: Trustee

By: LuDean A. Smith Trustee
Name: LuDean A. Smith
Its: Trustee

THE MACK G. AND CAROLYN SMITH REVOCABLE TRUST

By: Mack G. Smith Trustee
Name: Mack G. Smith
Its: Trustee

By: Carolyn Smith, Trustee
Name: Carolyn Smith
Its: Trustee



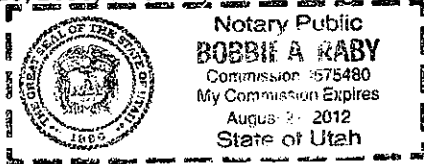
J. LYNN SMITH LIVING TRUST

By: [Signature]
Name: J. Lynn Smith
Its: Trustee

[Signature]
Cindy Hatch

STATE OF Utah)
COUNTY OF Salt Lake

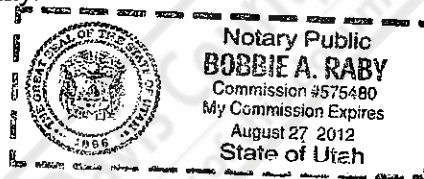
On the 20th day of November, 2009, personally appeared before me WILLIAM R. SMITH and LUDEAN A. SMITH, as Trustees of THE SMITH FAMILY REVOCABLE TRUST dated March 10, 2000, who duly acknowledged to me that they executed the same on behalf of said entity.



[Signature]
Notary Public

STATE OF Utah)
COUNTY OF Salt Lake

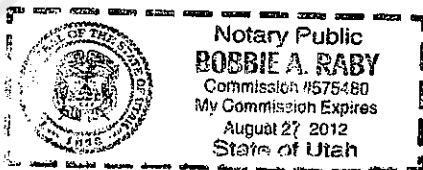
On the 20th day of November, 2009, personally appeared before me MACK G. SMITH and CAROLYN SMITH, as Trustees of THE MACK G. AND CAROLYN SMITH REVOCABLE TRUST dated September 4, 1998, who duly acknowledged to me that they executed the same on behalf of said entity.



[Signature]
Notary Public

STATE OF Utah)
COUNTY OF Salt Lake

On the 20th day of November, 2009, personally appeared before me J. LYNN SMITH as Trustee of THE J. LYNN SMITH LIVING TRUST dated June 2, 2000, who duly acknowledged to me that he executed the same on behalf of said entity.



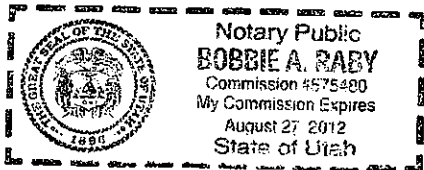
[Signature]
Notary Public

STATE OF Utah)

COUNTY OF Salt Lake

On the 20th day of November, 2009, personally appeared before me CINDY S. HATCH, who duly acknowledged to me that she executed the same.

Bobbie A Raby
Notary Public



GRANTEE:

NEW STATE, INC., a Nevada corporation

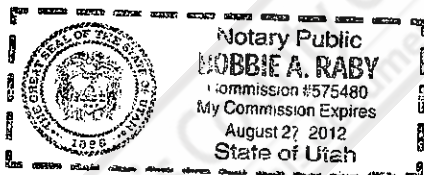
By: Douglas L Olson
Its: Authorized Officer

STATE OF Utah)

COUNTY OF Salt Lake

On the 20th day of November, 2009, personally appeared before me Douglas Olson, as an authorized officer of New State, Inc., who duly acknowledged to me that he executed the same on behalf of said entity.

Bobbie A Raby
Notary Public



Provided by Davis County Government - Notary Public. For an official copy, please contact Davis County Government.