

WHEN RECORDED, MAIL TO:

Stephen K. Christensen
Nelson Christensen & Helsten, P.C.
68 South Main Street, 6th Floor
Salt Lake City, Utah 84101

[For reference only: Tax Serial Nos. OHE-1345; OHE-1348; OHE-1349; OHE-1349-1; OHE-1347; OHE-1344;
OHE-1344-1; OHE-1344-2; OHE-1568; OHE-1570; OHE-1570-1]

**MAINTENANCE, CROSS ACCESS AND SEWER LINE
EASEMENT AND TERMINATION OF RIGHT-OF-WAY AGREEMENT**

THIS MAINTENANCE, CROSS ACCESS AND SEWER LINE EASEMENT AND TERMINATION OF RIGHT-OF-WAY AGREEMENT ("**Agreement**") is made this 19th day of August, 2008 by and between BOYER HEBER CITY, L.C., a Utah limited liability company, and BOYER HEBER LAND, L.C., a Utah limited liability company, whose address is 90 South 400 West, Suite 200, Salt Lake City, UT 84101 (collectively "**Boyer**") and SFP-B LIMITED PARTNERSHIP ("**Schwab**") (each may also be referred to as "**Party**" or collectively as "**Parties**").

WHEREAS, Boyer is the owner of a certain parcel of real property located in Wasatch County, Utah ("**Boyer Property**") legally described on Exhibit "A"; and

WHEREAS, Schwab is the owner of certain adjoining real property located in Wasatch County, Utah ("**Schwab Property**") legally described on Exhibit "B"; and

WHEREAS, Boyer and Schwab desire to create a cross-easement for ingress and egress across a portion of the Parties' respective properties for the benefit of the other Party's property as more fully described and on the terms and conditions set forth below; and

WHEREAS, Boyer desires to grant to Schwab an easement for the installation and maintenance of a sanitary sewer line over and across a portion of the Boyer Property; and

WHEREAS, both the Boyer Property and the Schwab Property are encumbered by a certain right-of-way as more fully described on attached Exhibit "C" (the "**Right-of-Way**"); and

WHEREAS, Boyer holds both a dominant and servient interest and Schwab holds both a dominant and a servient interest in the Right-of-Way; and

WHEREAS, the easement created by the Right-of-Way is obsolete and the parties desire to terminate any part of the Right-of-Way.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties covenant, grant and agree as follows:

1. Cross-Access Easements.

(a) Boyer Property Access Easement. Boyer hereby grants to Schwab, a perpetual, nonexclusive easement for vehicular and pedestrian access, ingress and egress by invitees and guests of the Schwab Property, over and across those portions of Boyer Property, which are now improved, or will be improved with roadways, as shown on the Site Plan attached hereto as Exhibit "D", as such may be modified from time to time ("**Boyer Property Easement**"). The Boyer Property Easement shall not apply to any portion of Boyer Property upon which a building or other improvements are located or constructed pursuant to any applicable permits and approvals of the governing municipality nor shall it apply to any portion of Boyer Property consisting of vehicle parking or landscaped areas. The Boyer Property Easement shall burden Boyer Property, and shall be for the benefit of and appurtenant to the owner of Schwab Property, and its heirs successors and assigns. Notwithstanding any provision of this Agreement to the contrary, at no time, except during reasonable maintenance periods, will Boyer construct any improvements other than paving or otherwise obstruct the free flow of vehicular traffic over the "no-build" area shown on Exhibit "D". Boyer shall use its good faith efforts to obtain an easement from the owners of the Don Pedro's restaurant parcel (depicted as the "Existing Restaurant" on Exhibit "D") for vehicular and pedestrian access, ingress and egress, over and across the western portion of the Don Pedro's restaurant parcel. The easement shall be for the benefit of Boyer and Schwab. Upon receipt of such easement, Boyer shall have the right to relocate the portion of the driveway located to the west of the Don Pedro's restaurant parcel so that driveway is located within the Anticipated Future Access area shown on Exhibit "D" rather than within the parking area currently shown on Exhibit "D."

(b) Schwab Property Access Easement. Schwab hereby grants to Boyer, a perpetual, nonexclusive easement for vehicular and pedestrian access, ingress and egress by invitees and guests of Boyer Property, over and across those portions of Schwab Property, which are now improved, or will be improved with driveways or approaches, as such configuration exists or is actually constructed and altered from time to time by Schwab in compliance with any applicable permits and approvals of the governing municipality, ("**Schwab Property Easement**"). The Schwab Property Easement shall not apply to any portion of Schwab Property upon which a building is located or constructed pursuant to any applicable permits and approvals of the governing municipality nor shall it apply to any portion of Schwab Property consisting of the exterior apron of a building, vehicle parking areas, landscaping and other related building improvements. The Schwab Property Easement shall burden Schwab Property, and shall be for the benefit of and appurtenant to the owner of Boyer Property, and its heirs successors and assigns.

(c) Purposes. The easements created hereby shall provide for access, ingress, egress, by guests and invitees of the Parties and for general pedestrian and motorized vehicular traffic by the Parties, their invitees, guests and customers for access, passing and repassing through and across the driveways, approaches and roadways of the Boyer Property Easement and Schwab Property Easement (collectively the "**Easement Area**") in the areas shown on Exhibit "D" as constructed or a reconstructed from time to time for the purposes of ingress and egress to and from the benefited and burdened properties.

The easements granted herein do not include parking easements and do not preclude the placement by the owners of the Boyer Property and the Schwab Property of raised landscaping, curbs, parking bumpers or raised sidewalks on a Party's own property so long as reasonable vehicular and pedestrian access along the common boundary between the two properties is maintained as a general driveway and accessway between the properties in substantial conformity to the layout approved by Heber City as currently shown on Exhibit "D".

(d) Maintenance and Improvements. Each Party shall, at its own expense, perform such repairs, maintenance, and construct improvements, as may be reasonably necessary to maintain the Easement Area on its own property in a manner consistent with the first class nature, use and occupancy of the properties as an integrated retail and integrated commercial development.

(e) Non-Exclusive. The Easements granted hereby shall be non-exclusive; provided that neither Party shall use or permit any use of its own Easement Area which unreasonably interferes with the other Party's use of the Easement Area as permitted hereunder.

(f) No Barriers. Except for landscaping, curbing and other common area and common facility improvements as may be required by municipalities, no walls, fences or barriers of any kind shall be constructed or maintained on the Easement Area, or any portion thereof, by any Party which shall prevent or impair the use or exercise of the easements granted herein, or the free access and movement, including without limitation, of pedestrians and vehicular traffic across the Easement Area; provided, however, reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed so long the Easement Area is not unreasonably closed or blocked. The only exceptions to this provision shall be for incidental, temporary encroachments upon the Easement Areas which may occur as a result of the use of the ladders, scaffolding, barricades and similar facilities, or for incidental, immaterial and temporary encroachments upon the Easement Area which may occur in conjunction with the construction, maintenance or repair of buildings and improvements, so long as such construction, maintenance or repair is being diligently pursued, and/or for temporary blockage of certain areas deemed necessary by the Parties to prevent a public dedication of an easement or access right.

2. Sanitary and Storm Sewer Line Easement. Boyer hereby grants Schwab, its agents, employees and contractors, a non-exclusive easement and right-of-way for installation, operation, maintenance, service, repair, improvement, replacement, of underground sanitary and storm sewer lines through the Boyer Property, approximately in the locations shown on the Site Plan attached hereto as Exhibit "D" ("Sewer Line Easement") subject to the following:

(a) Boyer shall have the right to change the location of the easement area for the storm sewer line as may be necessary for Heber City approval, provided that Boyer will make all changes to the storm sewer lines on the Schwab Property as are necessary as a result of such governmental changes;

(b) Boyer shall have the right to construct, maintain, operate, repair and replace (or cause the same to be done) pavement, curbing, sidewalks, landscaping and such other

improvements (except buildings and large trees whose root zones would interfere with the sewer line) over and adjacent to such sewer lines that do not unreasonably interfere with Schwab's rights hereunder;

(c) Any operation, maintenance, or repair of the sewer lines shall be exercised so as to minimize the disruption to Boyer's occupation of the Sewer Line Easement area, including providing to Boyer reasonable written notice prior to entering the Sewer Line Easement area which shall provide the times, description, and estimated duration of any work to be performed in connection with the easement, unless the work is deemed an emergency and immediate action is required, in such an event Schwab will notify Boyer within as reasonable time as the emergency will allow;

(d) Schwab shall be obligated to repair and restore any damage to property or crops caused by such construction, operation, maintenance, or repair (including without limitation the restoration of pavement, and curbing removed or damaged by such work).

(e) Notwithstanding the foregoing, to the extent the maintenance required on any storm or sanitary sewer line or facility is of a portion of such line or facility that is jointly used, all parties sharing in such use shall share in the cost of such repair, maintenance, or replacement on a basis proportionate to such property's annual water usage rate.

3. Landscape and Lighting Maintenance. Boyer, at its sole cost and expense, agrees to install and maintain landscaping, including irrigation, in the landscape islands on the west side of the Schwab Property shown on the Site Plan (the "**Landscape Areas**"). Additionally, Boyer may install lighting in the Landscape Areas if required as a condition of approval of any adjacent development projects and shall maintain any such lighting so installed. Schwab hereby grants Boyer a non-exclusive easement over and across the Schwab Property to allow Boyer access to the Landscape Areas for such installation and maintenance.

4. Termination of Right-of-Way. Any interest of Boyer and Schwab in and to the Right-of-Way described on attached Exhibit "C" is hereby terminated.

5. Limited Representations and Warranties. Each Party represents and warrants to the other Party that it is the owner of its respective property, that it has authority to grant the easements without the need for any notice to, consent of or subordination by, any other person or entity, and that such easement is free and clear of all liens, encumbrances and restrictions except those appearing of record.

6. Indemnity. Each Party agrees to indemnify, defend and hold harmless the other Party from and against any claims, liability, damages or costs ("**Claims**") arising out of or relating to the use by the Party, its invitees, guests or customers of the other Party's portion of the Easement Area unless and to the extent that such Claims are the result of the negligence of the other Party.

7. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Areas to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly

limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the easement areas herein affected, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission, and subject to the control of Boyer and Schwab. Notwithstanding any other provisions herein to the contrary, the Parties may periodically restrict ingress and egress from the easement areas on their respective properties in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such at time as to have a minimum effect on the Parties.

8. Insurance. The Parties covenant and agree to maintain in full force and effect at all times a policy of commercial general liability insurance (including coverage for contractual liability hereunder) with a liability limit in an amount reasonably agreed upon by the Parties, but at least \$1,000,000 each occurrence and \$2,000,000 aggregate, but not less than an amount which is customary and reasonable for the activities of the type conducted by the Parties on their respective properties. Upon request at any time, the Parties hereto shall deliver to each other a certificate of insurance evidencing the coverage required to be maintained hereunder; and each such certificate shall provide that the policy coverage shall not be modified or terminated without providing at least thirty (30) days prior written notice to the other Party.

Notwithstanding the foregoing, so long as the combined net worth of Schwab and its affiliated entities that together participate in a program of self-insurance exceeds Twenty Million Dollars (\$20,000,000), Schwab shall have the right to self-insure the risk that would otherwise be covered by the insurance policies required to be maintained under this Section. In the event net worth of Schwab and/or is affiliated entities participating in such program falls below Twenty Million Dollars (\$20,000,000) or if it terminates its program of self-insurance, Schwab shall promptly give Boyer written notice of such event accompanied by a certificate of insurance from a third-party insurance company which evidences the existence of the insurance coverage required to be maintained pursuant to the terms of this Section. As used herein, "Schwab" shall also refer to any tenant of Schwab if the tenant has assumed responsibility for obtaining all necessary insurance coverages.

9. No Merger. The easements granted herein shall not be extinguished based on merger of the title or common ownership of Boyer Property and Schwab Property unless expressly terminated by the owners of Boyer Property and Schwab Property by recorded instrument.

10. Miscellaneous.

(a) Covenants Running with the Land. This Agreement and all of the terms and conditions contained herein shall inure to the benefit of, and be binding upon the Parties hereto and their respective successors and assigns, and shall be "covenants running with the land".

(b) Duration. The easements, rights and privileges created hereby shall continue for a period of fifty (50) years, and thereafter for successive ten (10) year periods unless all parties benefitting from a specific easement execute and record a statement terminating such right within sixty (60) days of the expiration of any such period.

(c) No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction herein contained shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

(d) Severability. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation shall be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of all the provisions of this Agreement and all other applications of such provisions shall not be affected thereby.

(e) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

(f) Successors and Assigns. This Agreement shall not impair the right of either Party to hereafter convey any interest in any or all of the property burdened or benefited by the easements granted herein, provided that any such conveyance is subject hereto. The easements shall not be conveyed or assigned separately from the benefited property to which it is appurtenant. This Agreement shall be binding upon and shall insure to the benefit of the Parties hereto and their respective legal representatives, heirs, successors and assigns.

(g) Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

DATED and EFFECTIVE as of the date first set forth herein.

[Signature Page Follows]

BOYER:

BOYER HEBER CITY, L.C.,
a Utah limited liability company

By: THE BOYER COMPANY
Its: Manager

[Handwritten Signature]

By: Devon M Glenn
Its: Manager

BOYER HEBER LAND, L.C.
a Utah limited liability company

By: THE BOYER COMPANY
Its: Manager

[Handwritten Signature]

By: Devon M Glenn
Its: Manager

STATE OF UTAH
COUNTY OF SALT LAKE

On the 18 day of August, 2008, personally appeared before me Devon M Glenn, the signer of the foregoing instrument who duly acknowledged to me that he is the Manager, of THE BOYER COMPANY, the manager of BOYER HEBER CITY, L.C., a Utah limited liability company, and acknowledged that he executed this document on behalf of such company in his authorized and stated capacity.

[Handwritten Signature: Misty Landward]

Notary Public



STATE OF UTAH
COUNTY OF SALT LAKE

On the 18 day of August, 2008, personally appeared before me Devon M Glenn, the signer of the foregoing instrument who duly acknowledged to me that he is the Manager, of THE BOYER COMPANY, the manager of BOYER HEBER LAND, L.C., a Utah limited liability company, and acknowledged that he executed this document on behalf of such company in his authorized and stated capacity.

[Handwritten Signature: Misty Landward]

Notary Public



SCHWAB:
SFP-B LIMITED PARTNERSHIP

By: _____
Corey J. Parks, Secretary of SSC-B, Inc.,
its general partner

BOYER:

BOYER HEBER CITY, L.C.,
a Utah limited liability company

By: THE BOYER COMPANY
Its: Manager

BOYER HEBER LAND, L.C.
a Utah limited liability company

By: THE BOYER COMPANY
Its: Manager

By: _____
Its: _____

By: _____
Its: _____

STATE OF UTAH
COUNTY OF SALT LAKE

On the ____ day of _____ 2008, personally appeared before me _____, the signer of the foregoing instrument who duly acknowledged to me that he is the _____, of THE BOYER COMPANY, the manager of BOYER HEBER CITY, L.C., a Utah limited liability company, and acknowledged that he executed this document on behalf of such company in his authorized and stated capacity.

Notary Public

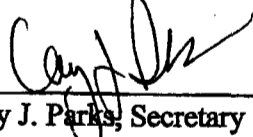
STATE OF UTAH
COUNTY OF SALT LAKE

On the ____ day of _____ 2008, personally appeared before me _____, the signer of the foregoing instrument who duly acknowledged to me that he is the _____, of THE BOYER COMPANY, the manager of BOYER HEBER LAND, L.C., a Utah limited liability company, and acknowledged that he executed this document on behalf of such company in his authorized and stated capacity.

Notary Public

SCHWAB:

SFP-B LIMITED PARTNERSHIP

By: 
Corey J. Parks, Secretary of SSC-B, Inc.,
its general partner

STATE OF OREGON
COUNTY OF CROOK

On the 15 day of August 2008, personally appeared before me Corey J. Parks, the signer of the foregoing instrument who duly acknowledged to me that he is the Secretary, of SSC-B, Inc., the general partner of SFP-B LIMITED PARTNERSHIP, and acknowledged that he executed this document on behalf of such company in his authorized and stated capacity.

Bonnie M. McCoy
Notary Public

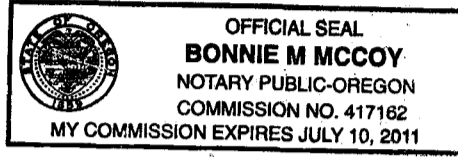


EXHIBIT "A"
Legal Description – Boyer Property

Boyer Property
Valley Station Subdivision

August 6, 2008

All of future Lots 3, 4, 5, 6, 8, 9, and 10 of the forthcoming Valley Station Subdivision being temporarily described by metes and bounds as follows:

A part of the Southwest Quarter of Section 5, the Southeast Quarter of Section 6, and the Northeast Quarter of Section 7, Township 4 South, Range 5 East, Salt Lake Base & Meridian, U.S. Survey in Wasatch County, Utah:

Beginning at a point 118.32 feet West from the Northeast Corner of said Section 7; and running thence South 37°48'38" East 41.87 feet; thence South 52°11'22" West 428.86 feet; thence North 37°48'38" West 136.10 feet; thence North 52°11'22" East 30.04 feet; thence North 0°10'14" West 220.05 feet; thence South 89°49'46" West 30.50 feet; thence North 0°10'14" West 101.44 feet; thence North 37°48'38" West 58.84 feet; thence South 79°16'01" West 70.09 feet; thence North 0°10'14" West 175.00 feet; thence North 52°11'22" East 58.93 feet; thence North 0°10'14" West 96.71 feet; thence North 52°11'22" East 80.84 feet; thence North 0°10'14" West 101.86 feet; thence South 89°27'52" East 659.10 feet to a point of curvature; thence Southeasterly along the arc of a 41.00 foot radius curve to the right a distance of 64.33 feet (Central Angle equals 89°53'43" and Long Chord bears South 44°31'01" East 57.93 feet) to the Westerly Line of State Highway 40 as it is monumented on the ground; thence South 0°25'51" West 347.05 feet along said Westerly Line of the Highway; thence South 89°49'46" West 207.33 feet; thence North 0°10'14" West 25.50 feet; thence South 89°49'46" West 93.44 feet; thence South 0°05'46" West 72.30 feet to a point of curvature; thence Southwesterly along the arc of a 240.00 foot radius curve to the right a distance of 162.62 feet (Central Angle equals 38°49'20" and Long Chord bears South 19°30'26" West 159.52 feet); thence South 37°40'03" East 65.00 feet; thence East 17.36 feet the point of beginning.

Contains 465,743 sq. ft.
or 10.692 acres

Excepting therefrom the following described parcel:

A part of the Southwest Quarter of Section 5, and the Southeast Quarter of Section 6, Township 4 South, Range 5 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 106.98 feet North 89°51'40" East along the Section Line; and 399.74 feet North 0°48'00" East from the Southwest Corner of said Section 5; and running thence West 172.00 feet; thence North 0°48'00" East 102.00 feet; thence East 55.00 feet; thence North 0°48'00" East 48.00 feet; thence East 117.00 feet; thence South 0°48'00" West 150.00 feet to the point of beginning.

Contains 23,158 sq. ft.
or 0.532 acres

Total Net Area Contains 442,585 sq. ft.
or 10.160 acres

EXHIBIT "B"
Legal Description – Schwab Property

**Boyer-Heber City
Final Les Schwab Parcel**

**March 21, 2008
Revised April 30, 2008**

A part of the Southwest Quarter of Section 5, and the Southeast Quarter of Section 6, Township 4 South, Range 5 East, Salt Lake Base and Meridian, U.S. Survey in Wasatch County, Utah:

Beginning at the Southeast Corner of said Section 6, Township 4 South, Range 5 East, Salt Lake Base and Meridian; and running thence West 135.69 feet; thence North 37°40'03" West 65.00 feet; thence Northeasterly along the arc of a 240.00 foot radius curve to the left a distance of 162.62 feet (Center bears North 51°04'54" West; Central Angle equals 38°49'20" and Long Chord bears North 19°30'26" East 159.52 feet) to a point of tangency; thence North 0°05'46" East 72.30 feet; thence North 89°49'46" East 93.44 feet; thence South 0°10'14" East 25.50 feet; thence North 89°49'46" East 207.33 feet to the West Line of State Highway 40 as it exists at 60.00 foot half-width; thence along said West Line of the Highway the following two courses: South 0°25'51" West 149.81 feet to a point of curvature; and Southwesterly along the arc of a 172.00 foot radius curve to the right a distance of 106.23 feet (Central Angle equals 35°23'13" and Long Chord bears South 18°07'27" West 104.55 feet) to the Section Line; thence South 89°51'40" West 145.18 feet along said Section Line to the point of beginning.

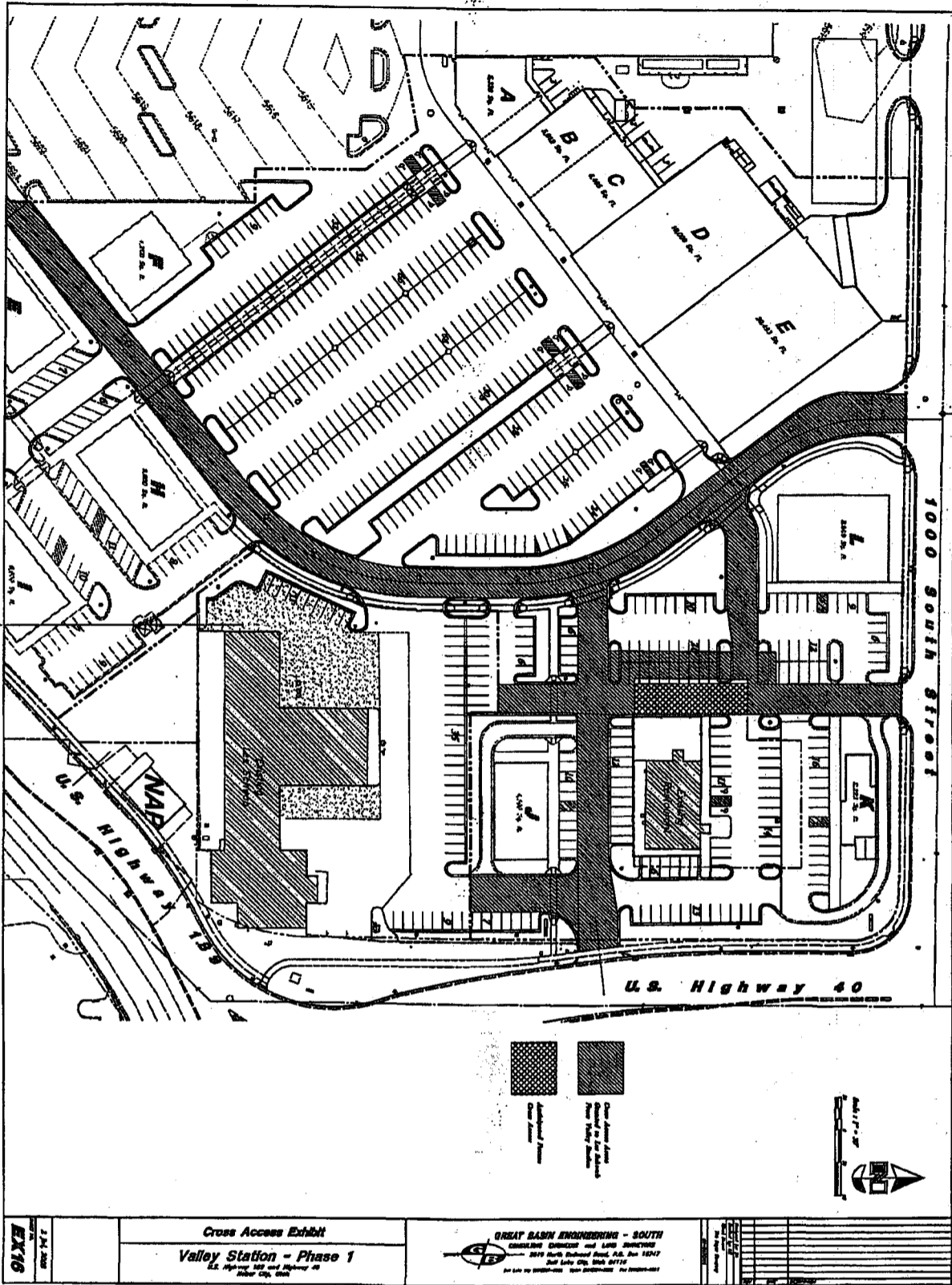
**Contains 80,329 sq. ft.
or 1.844 acres**

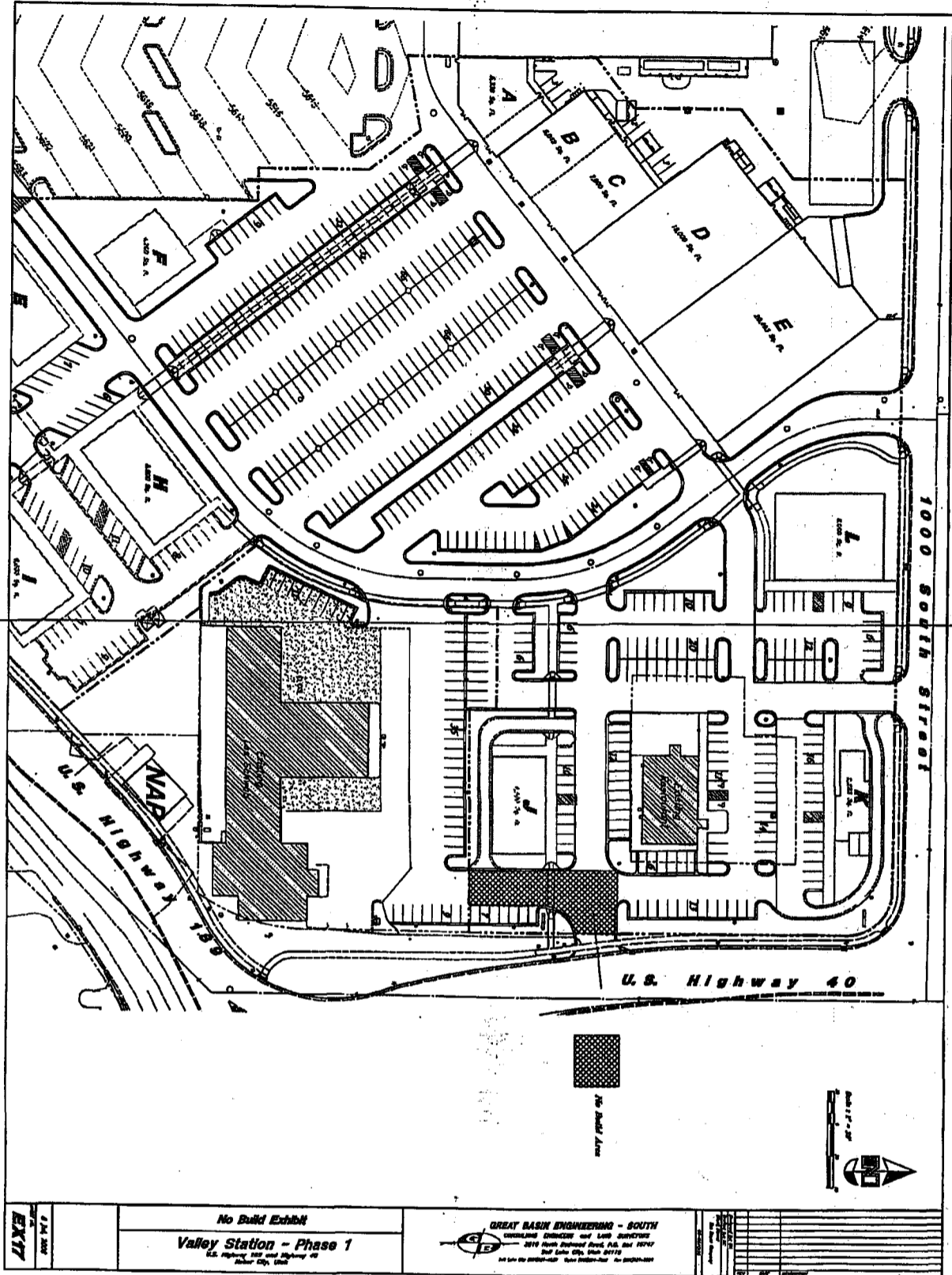
EXHIBIT "C"
Description of Right of Way

Beginning 505.02 feet West and North 00°48' East 165 feet from the Southeast corner of Section 6, Township 4 South, Range 5 East, Salt Lake Base and Meridian; thence running North 0°48' East 30 feet; thence East 612 feet; thence North 00°48' East 465 feet; thence East 60' to Highway 40; thence Southerly along said Highway to a point which is 165 feet North of the South line of Section 5; thence West to the point of beginning.

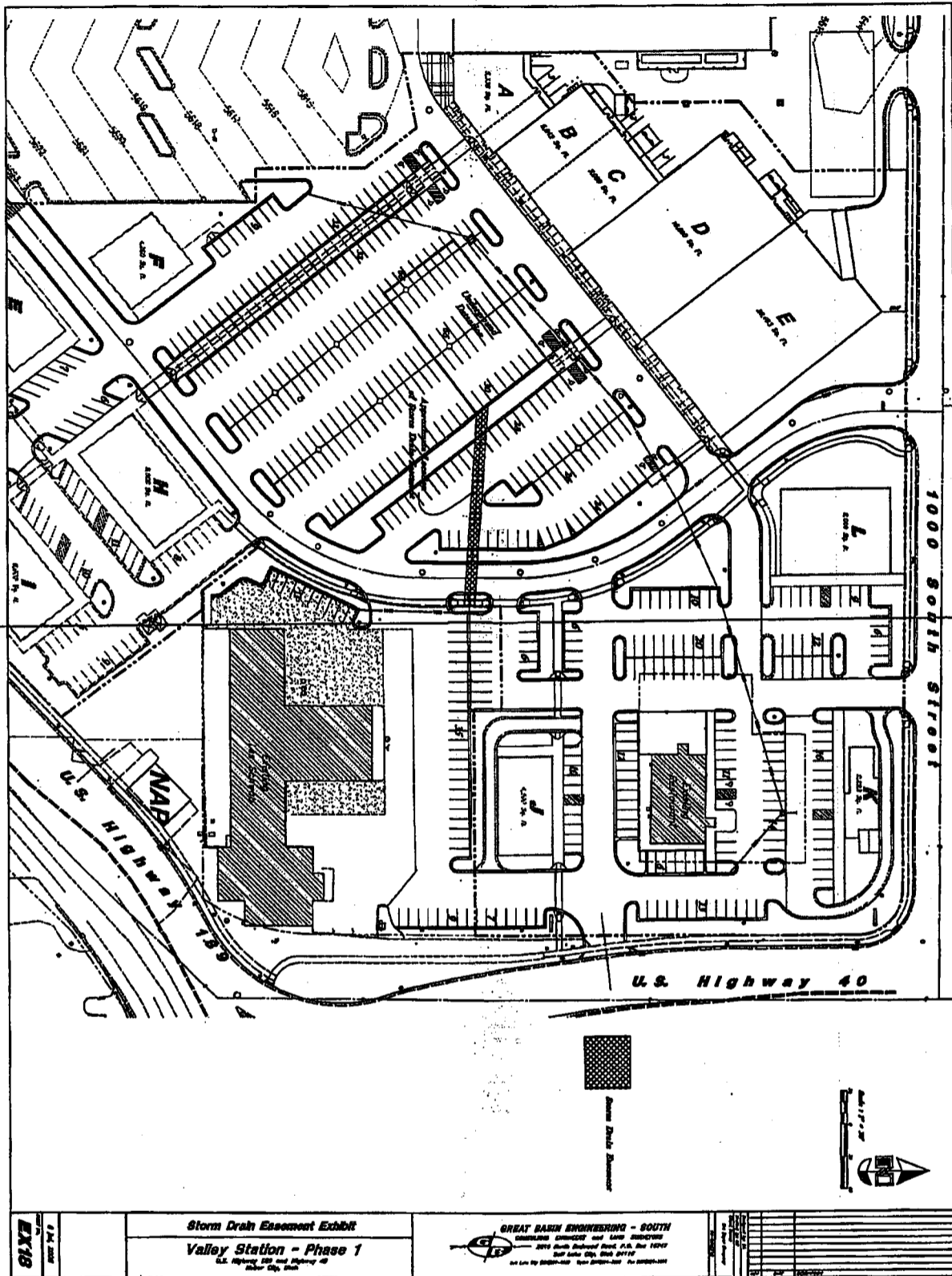
EXHIBIT "D"
Site Plan

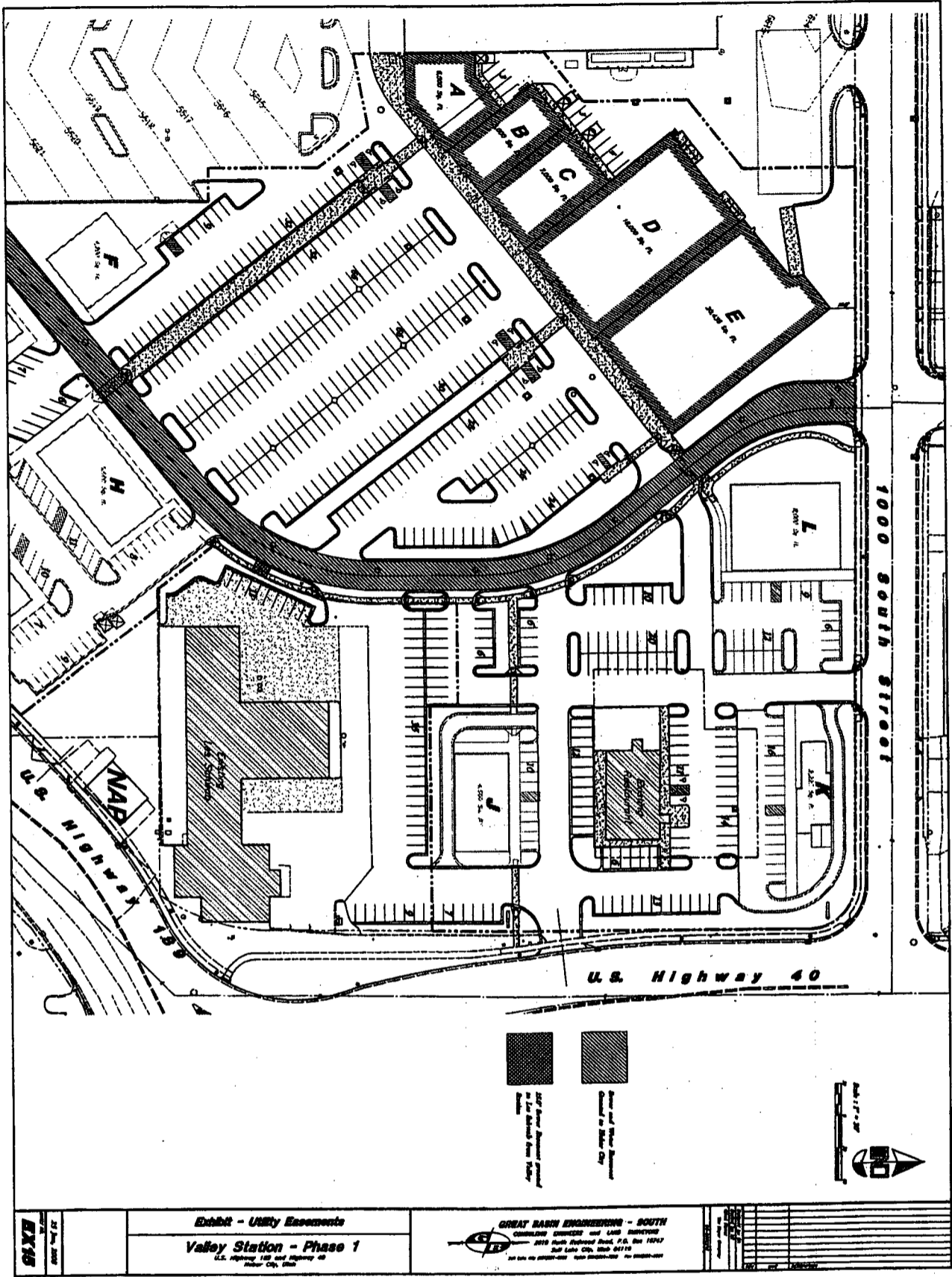
Exhibit D - Page 1 Ent 339257 Bk 0972 Pg 2169





EXIT	No Build Exhibit	GREAT BASIN ENGINEERING - SOUTH CONSULTING ENGINEERS and LAND SURVEYORS 3010 South Richmond Street, Salt Lake City, Utah 84119 Tel: 801-488-8888 Fax: 801-488-8889	DATE: 1/17/05	SCALE: AS SHOWN
	Valley Station - Phase 1 U.S. Highway 40 and Highway 40 Salt Lake City, Utah			





EX-17 DATE: 06-16-03	Exhibit - Utility Easements	GREAT BARN ENGINEERING - SOUTH CONSULTING ENGINEERS AND LAND SURVEYORS 2510 South Redwood Street, P.O. Box 10047 Salt Lake City, Utah 84147 Tel: 801-487-8800 Fax: 801-487-8801	DATE: 06-16-03
	Valley Station - Phase 1 U.S. Highway 189 and Highway 40 Salt Lake City, Utah		

When recorded return to:

Boyer Heber Land, L.C.
Attention: Wade Williams
90 South 400 West, Suite 200
Salt Lake City, Utah 84101

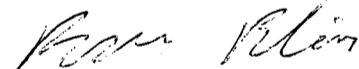
CONSENT AND SUBORDINATION

The undersigned, in the various capacities noted in the documents hereinafter described (the "Lender"), is the owner and holder of the following instruments (the "Loan Documents") and the indebtedness secured thereby (the "Loan"):

1. Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated March 28, 2008, executed by BOYER HEBER CITY, L.C., a Utah limited liability company, and BOYER HEBER LAND, L.C., a Utah limited liability company, as Trustees, and WELLS FARGO BANK NATIONAL ASSOCIATION, a national banking association, as Beneficiary and LANDMARK TITLE COMPANY, as Trustee recorded April 4, 2008 as Entry No. 334157 in Book 963 at Page 2397 of the Official Records of the Wasatch County Recorder.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, the undersigned hereby consents to, ratifies, approves and accepts the terms of that certain Maintenance, Cross Access and Sewer Line Easement and Termination of Right-of-Way Agreement dated August 19th, 2008 executed by and among BOYER HEBER CITY, L.C., a Utah limited liability company, and BOYER HEBER LAND, L.C., a Utah limited liability company, and SFP-B LIMITED PARTNERSHIP to which this Consent and Subordination is attached, and subordinates its interest under the terms of the Loan Documents to the Cross Access Easement and Termination of Right-of-Way with the result being that the Cross Access Easement and Termination of Right-of-Way shall have priority over the Loan Documents to the same degree and with the same effect as if the Cross Access Easement and Termination of Right-of-Way had been executed and recorded prior to the execution and recordation of the Loan Documents. A foreclosure of all or any of the Loan Documents shall not extinguish or impair the existence or priority of the Cross Access Easement and Termination of Right-of-Way.

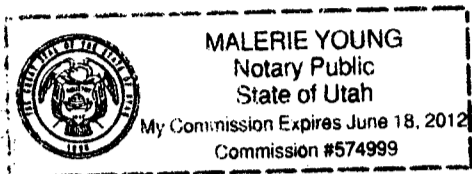
WELLS FARGO BANK, NATIONAL ASSOCIATION
a national banking association



By: Ben Bliss
Its: AVP

STATE OF Utah
COUNTY OF Salt Lake

On, the 18 day of August, 2008, personally appeared before me BEN BLISS, the AVP of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, who duly acknowledged to me that he executed the foregoing instrument for and on behalf of said national association, having all requisite authority to so act.



Malerie Young
Notary Public
My Commission Expires: JUNE 18, 2012
Residing at: 299 S. MAIN, FLOOR 6