

When recorded return to:

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Ent 300048 Bk 848 Pg 191-201
Date: 18-APR-2006 3:40PM
Fee: \$53.00 Check Filed By: MWC
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: FIRST AMERICAN TITLE HEBER

NON-EXCLUSIVE EASEMENT AGREEMENT

This Easement Agreement (the "**Agreement**") is made this 13th day of April, 2006, by and between PRIME WEST JORDANELLE, L.L.C. a Utah limited liability company (the "**Grantor**") and JORDANELLE THIRD MORTGAGE, L.L.C., an Arizona limited liability company (the "**Grantee**").

RECITALS

A. Grantor is the owner of certain real property located in Wasatch County, Utah more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "**Easement Property**").

B. Grantee is the holder of the beneficial interest in a deed of trust secured by certain real property, more fully described on Exhibit B, attached hereto and incorporated herein by this reference (the "**Benefited Property**"), and in consideration of the release of the Easement Property from the deed of trust, Grantee has requested that Grantor grant, for the benefit of Grantee, an easement (as specified below) in a location to be mutually determined by the Grantee and the Grantor across the Easement Property for ingress and egress to and from the Benefited Property and for other purposes, subject to the terms and conditions set forth in this Agreement. Should the Grantee and Grantor be unable to agree upon the location of the easement, the location of the easement shall be selected and determined by the Planning Commission of Wasatch County, Utah or such similar board in Wasatch County that approves zoning and development of real property.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor, subject to the terms and conditions of this Agreement, grants to Grantee, by quit claim without warranty, a perpetual 60 foot wide easement for ingress and egress, roadways and utilities and other specified purposes upon and across the Easement Property for the benefit of the Benefited Property (the "**Easement**"). The Easement is granted for the use of the Grantee, its successors and assigns, and the invitees and guests of Grantee or any such successor or assign.

1 Grant of Easement. NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor, subject to the terms and conditions of this Agreement, grants to Grantee, the Easement. The Easement is granted for the use of the Grantee

and the Benefited Property, its successors and assigns, and any person now or hereafter owning any portion of either property owned by Grantor or its successors or assigns, or the Benefited Property, and Grantee and its successors or assigns.

2. Public Dedication. Grantee acknowledges that this grant of Easement is for a non-exclusive use of the Grantee and Grantor, its successors and assigns, and is not a grant of public easement use of the property, however, at the point in time the Easement is dedicated or if required by the public authority, including the County of Wasatch, the Easement be dedicated to the public or to the public utility providers. Grantor and Grantee shall cooperate in such dedication and execute such documentation as required by such public authority.

3. Improvement of the Easement Property. Grantee acknowledges that the Easement Property is not currently developed. All costs and expenses of developing the same to provide such Easement across the Easement Property shall be the sole expense of the Grantee unless the parties otherwise agree. Prior to beginning construction for easement purposes, Grantee shall submit plans and specifications to the Grantor for Grantor's reasonable approval. If Grantor does not state any written objections to the plans within ten (10) days after receipt of such plans and specifications, approval shall be deemed granted. All such plans and specifications shall comply with minimum plan requirements of any applicable governmental entity that would approve such plans in Wasatch County, Utah.

4. Grantee's Maintenance Obligations. Grantee or its successor or assigns, which may be a property owners association, and Grantor shall be equally responsible for maintenance of the Easement Property in a good, clean and workmanlike manner to the standards required by Wasatch County or such other jurisdiction including, without limitation, maintaining a proper drainage system, landscaping and watering, as may be required by the municipal jurisdiction.

Grantor shall be responsible for paying all real property taxes and assessments relating to the Easement Property. All reasonable expenses incurred by Grantee and Grantor in connection with maintaining, repairing and paying taxes of the Easement Property shall be referred to hereafter as the "Maintenance Expenses." Grantee shall initially be responsible for such Maintenance Expenses, with Grantor to reimburse Grantee for one-half of such Maintenance Expenses. If Grantee fails to maintain such Easement Property, and does not provide such maintenance within thirty (30) days after receipt of written notice from Grantor setting forth the maintenance that needs to be performed, Grantor may do such maintenance and Grantee shall reimburse Grantor for one-half of such Maintenance Expenses. The parties may form a property owners association to provide for maintenance of the Easement Property.

5. Indemnity. Grantee, its successors and assigns, hereby agrees that it shall indemnify and hold harmless Grantor, for all liability that may arise out of the operation and use of the Easement Property including, but not limited to, Grantor's own negligence.

6. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land, are binding upon and shall inure to the benefit of Grantor, the Grantee, any Association (to the extent assumed by such Association pursuant hereto), and the tenants, heirs, assigns, successors and personal representatives thereof.

7. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement. An executed copy of this Agreement may be forwarded by each party to the other by facsimile transmission to verify the execution of the Agreement, with originals thereof to be circulated for execution by overnight delivery.

DATED the 13TH day of April, 2006.

GRANTOR:

PRIME WEST JORDANELLE, L.L.C., a Utah limited liability company

By: Prime West Holdings, L.L.C., an Arizona limited liability company, Its Manager

By: Nathan Welsh
Its: Manager

STATE OF Utah)
County of Wasatch) ss.

On 13th April, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Nathan Welsh, personally known to me or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as manager of Prime West Holdings, L.L.C. and acknowledged that he executed same for and on behalf of Prime West for the purposes set forth above.

My Commission Expires: 7-22-07

Notary Public

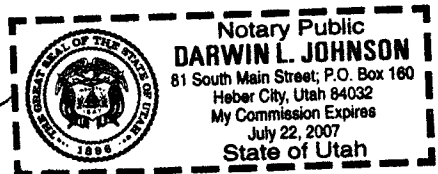



Exhibit A

Easement Property

PARCEL 1

The Northwest Quarter of the Northeast 1/4 of Section 2; North 1/2 of Southwest 1/4 of the Northeast Quarter of Section 2, all of the foregoing in Township 3 South, Range 5 East, Salt Lake Base and Meridian. ✓

And

The West Half of the South 1/2 of the Southeast quarter lying South of Highway 32, right of way, Section 35, Township 2 South, Range 5 East, Salt Lake Base and Meridian. ✓

PARCEL 2

The East Half of the Northeast 1/4 of Section 2; South 1/2 of Southwest 1/4 of the Northeast Quarter of Section 2, all of the foregoing in Township 3 South, Range 5 East, Salt Lake Base and Meridian. ✓

And

The East Half of the South 1/2 of the Southeast quarter lying South of Highway 32, right of way, Section 35, Township 2 South, Range 5 East, Salt Lake Base and Meridian. ✓

PARCEL 3

The Northwest quarter of Section 2, Township 3 South, Range 5 East, Salt Lake Base and Meridian. ✓

EXCEPTING THEREFROM a right of way for Highway Route "A", now known as State Road 32, located in Lot 3 of Section 2, Township 3 South, Range 5 East, Salt Lake Base and Meridian; ✓

And

That portion of the Southeast quarter of the Southeast quarter of the Southeast quarter of Section 34, Township 2 South, Range 5 East, Salt Lake Base and Meridian, lying South of the South right of way line of Utah State Highway 32. ✓

And

Lot 1 of Section 3, Township 3 South, Range 5 East, Salt Lake Base and Meridian. ✓

Subject to a 30 feet wide access easement, said easement is 15 feet on both sides of the following described centerline.

BEGINNING at the intersection of the Southerly right of way line of said State Highway 32 and a line which is offset 15 feet to the East and parallel with the West line of Lot I of said Section 3; thence running South and parallel with said West line of Lot 1, and the prolongation thereof, to a point which is 15 feet South of the North line of the Southeast quarter of Section 3; thence running West and parallel with the North line of the

Southeast quarter of Section 3 to the East boundary of the Northwest quarter of the Northwest quarter of the Southeast quarter of said Section 3;

And

A parcel of land located in the South half of the Southwest quarter of Section 35, Township 2 South, Range 5 East, Salt Lake Base and Meridian, lying southerly of the South Right of Way Line of State Highway 32 and described as follows:

BEGINNING at the 3" Brass cap monument located at the Southwest corner of Section 35, Township 2 South, Range 5 East, Salt Lake Base and Meridian and running thence North $00^{\circ}11'55''$ East a distance of 95.66 feet more or less along the West Section line of said Section 35 to an intersection with the South Right of Way Line of State Highway 32; thence leaving the West Section line of said Section 35 and running along the South Right of Way line of State Highway 32 the following 6 courses:

(1) North $88^{\circ}34'36''$ East a distance of 452.07' to a UDOT Right of Way Monument marked:

C/L 120, ST 329.00, Date 1989.

(2) Thence North $87^{\circ}23'08''$ East a distance of 906.83 feet to a UDOT Right of Way Monument marked:

C/L 120, ST 338.07, Date 1989.

(3) Thence North $88^{\circ}56'42''$ East a distance of 208.38 feet to a UDOT Right of Way Monument marked:

C/L 130, ST 340.07, Date 1989.

(4) Thence North $78^{\circ}15'55''$ East a distance of 209.04 feet to a UDOT Right of Way Monument marked:

C/L 130, ST 342.00, Date 1989.

(5) Thence South $13^{\circ}33'20''$ East a distance of 189.67 feet to a 1/2" Rebar with yellow plastic cap marked RLS #172593 per a Record of Survey Map prepared for Dewey Jolley, recorded on June 23, 1996 as OWC-035-002-1-0508. Prepared by Jeffrey Baird Engineering & Land Surveying, Project No. 44.

(6) Thence South $13^{\circ}34'12''$ East a distance of 0.32 feet more or less to the intersection of the South Right of Way Line of State Highway 32 and the South Section Line of Section 35

Thence along the South Section Line of said Section 35, South $89^{\circ}41'09''$ West a distance of 1724.54 feet to a 3" Brass Cap monument at the Northwest Corner of Section 2, Township 3 South, Range 5 East, Salt Lake Base and Meridian.

Thence along the South Section Line of said Section 35, South $89^{\circ}42'52''$ West a distance of 91.19 feet to the point of beginning.

And

A Parcel of land located in the South half of the Southeast quarter of the Southwest quarter of Section 35, Township 2 South, Range 5 East, Salt Lake Base and Meridian, bounded on the North by the South Right of Way Line of State Highway 32 and on the East by the East line of the Southwest Quarter of said Section 35; described as follows:

BEGINNING at the 3" Brass cap monument located at the Southwest corner of Section 35, Township 2 South, Range 5 East, Salt Lake Base and Meridian;

Thence North $00^{\circ}11'55''$ East a distance of 95.66 feet more or less along the West Section line of said Section 35 to an intersection with the South Right of Way Line of State Highway 32.

Thence leaving the West Section line of said Section 35 and running along the South Right of Way Line of State highway 32 the following 6 courses:

(1) North $88^{\circ}34'36''$ East a distance of 452.07' to a UDOT Right of Way Monument marked:

C/L 120, ST 329.00, Date 1989.

(2) Thence North $87^{\circ}23'08''$ East a distance of 906.83 feet to a UDOT Right of Way Monument marked:

C/L 120, ST 338.07, Date 1989.

(3) Thence North $88^{\circ}56'42''$ East a distance of 208.38 feet to a UDOT Right of Way Monument marked:

C/L 130, ST 340.07, Date 1989.

(4) Thence North $78^{\circ}15'55''$ East a distance of 209.04 feet to a UDOT Right of Way Monument marked:

C/L 130, ST 342.00, Date 1989.

(5) Thence South $13^{\circ}33'20''$ East a distance of 189.67 feet to a 1/2" Rebar with yellow plastic cap marked RLS # 172593 per a Record of Survey Map prepared for Dewey Jolley, recorded on June 23, 1996 as OWC-035-002-1-0508. Prepared by Jeffrey Baird Engineering & Land Surveying, Project No. 44.

(6) Thence South $13^{\circ}34'52''$ East a distance of 0.32 feet to the intersection of the South Right of Way Line of State Highway 32 and the South Section Line of said Section 35.

Thence North $89^{\circ}41'09''$ East a distance of 67.72 feet to True Point of Beginning of this Parcel No.2.

Thence leaving the South Section Line of Section 35, Township 2 South, Range 5 East, Salt lake Base and Meridian and running along the South Right of Way Line of State Highway 32 the following 5 courses:

(1) North $41^{\circ}35'11''$ East a distance of 0.66' to a 1/2" Rebar with yellow plastic cap marked RLS #172593 per Record of Survey Map OWC-035-002- 1-05 08.

(2) Thence North $41^{\circ}30'21''$ East a distance of 421.18 feet to a UDOT Right of Way

Monument marked:
C/L 140, ST 34582, Date 1989.

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(3) Thence North $69^{\circ}07'27''$ East a distance of 213.11 feet to a UDOT Right of Way Monument marked:
C/L 175, ST 34782, Date 1989.

(4) Thence North $69^{\circ}16'05''$ East a distance of 137.10 feet to a UDOT Right of Way Monument marked:
C/L 201, ST 34916, Date 1989.

(5) Thence North $69^{\circ}12'13''$ East a distance of 138.14' to the intersection of the South Right of Way Line of State Highway 32 and the East line of the Southwest Quarter of said Section 35.

Thence leaving the South Right of Way Line of State Highway 32 and running along the East line of the Southwest quarter of said Section 35; South $00^{\circ}13'19''$ West a distance of 485.41 more or less to a point on the South Section Line of said Section 35.

Thence along the South line of said Section 35; South $89^{\circ}41'09''$ West a distance of 734.17 feet to the True Point of Beginning of this description.

Exhibit B

Benefited Property

PARCEL 4

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The North 1/2 of the Southeast 1/4 of Section 2, Township 3 South, Range 5 East, Salt Lake Base and Meridian.

The Southwest quarter of Section 2; South half of the Southeast quarter of Section 2; all of the foregoing in Township 3 South, Range 5 East, Salt Lake Base and Meridian.

The East half of Section 3, Township 3 South, Range 5 East, Salt Lake Base and Meridian.

Subject to a 30 feet wide access easement, said easement is 15 feet on both sides of the following described centerline.

BEGINNING at the intersection of the Southerly right of way line of said State Highway 32 and a line which is offset 15 feet to the East and parallel with the West line of Lot 1 of said Section 3; thence running South and parallel with said West line of Lot 1, and the prolongation thereof, to a point which is 15 feet South of the North line of the Southeast quarter of Section 3; thence running West and parallel with the North line of the Southeast quarter of Section 3 to the East boundary of the Northwest quarter of the Northwest quarter of the Southeast quarter of said Section 3.

EXCEPTING THEREFROM the following;

The Northwest quarter of the Northwest quarter of the Southeast quarter of said Section 3, the Northeast quarter of the Southwest quarter of the Northeast quarter of said Section 3, and all of Lots 1 & 2 of said Section 3.

PARCEL 5

The Northeast quarter of Section 10, Township 3 South, Range 5 East, Salt Lake Base and Meridian; The West half of the Southeast quarter of Section 10, Township 3 South, Range 5 East, Salt Lake Base and Meridian.

And

The North 1650 feet of Section 11, Township 3 South, Range 5 East, Salt Lake Base and Meridian.