

WHEN RECORDED RETURN TO:

TerraForm Companies, LLC
2231 East Murray-Holladay Road
Salt Lake City, Utah 84117

ENT 19478:2014 PG 1 of 4
Jeffery Smith
Utah County Recorder
2014 Mar 25 09:24 AM FEE 17.00 BY CLS
RECORDED FOR National Title Agency of Utah
ELECTRONICALLY RECORDED

RECIPROCAL CROSS ACCESSEASEMENT

TerraForm Companies, LLC ("**TerraForm**") for and in consideration of the payment of Ten Dollars and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants, conveys and warrants to Jian Xing Family, LLC ("**Jian**"), as the owner of the "TerraForm Parcel" (as defined below), a perpetual, non-exclusive ingress, egress and cross-access to, over and across certain real property, which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference. Furthermore, Jian for and in consideration of the payment of Ten Dollars and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants, conveys and warrants to TerraForm, as the owner of the "Jian Parcel" (as defined below), a perpetual, non-exclusive ingress, egress and cross-access to, over and across certain real property, which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference. Said ingress, egress and cross-access rights are hereinafter collectively referred to as the "Easement".

To have and hold the same unto TerraForm and Jian, with the right of ingress, egress and cross-access by the Parties, its officers, employees, successors, assigns, representatives and invitees, to enter upon the TerraForm Parcel and Jian Parcel for vehicular and pedestrian cross-access to adjacent parcels of real property and public right-of-way. Terraform hereby agrees to install and maintain all improvements and facilities on and within the Terraform Parcel as necessary to provide such ingress, egress and cross-access to the adjacent parcel and public rights-of-way, including but not limited to the installation and maintenance of driveways, curbs, gutters, sidewalks, and pavement. Said improvements and facilities shall be designed and constructed in conformity with accordance and requirements of the City of Payson, Utah, including site plan approval and shall be maintained in a safe, clean and working manner. Jian's use of the Terraform Parcel shall not unreasonably interfere with the Terraform's right to ingress, egress and cross-access to, over and across the Jian Parcel provided hereafter.

Notwithstanding anything herein to the contrary, the Parties reserve the right to grant additional easements to third parties within or across the TerraForm Parcel and Jian Parcel not inconsistent with the Easement granted herein, and to place improvements on and to utilize the surface of the TerraForm Parcel and Jian Parcel for uses not inconsistent with the Easement granted herein, including, without limitation, the installation, use, maintenance and replacement of roadways, landscaping, and/or other similar surface improvements. TerraForm shall conduct its activities within the TerraForm Parcel in a manner which, to the extent reasonably practical, avoids interference with (i) other utilities located within the Jian Parcel, if any, and (ii) the use and enjoyment of the surface by Jian, in the manner set forth in this paragraph. Jian shall conduct its activities within the Jian Parcel in a manner which, to the extent reasonably practical, avoids interference with (i) other utilities located within the TerraForm Parcel, if any, and (ii) the use and enjoyment of the surface by TerraForm, in the manner set forth in this paragraph.

All costs of maintenance and repair of the Facilities located on the TerraForm Parcel shall be at TerraForm's sole expense, except to the extent that such maintenance or repair is necessitated by the actions of Jian. All costs of maintenance and repair of the Facilities located on the Jian Parcel shall be at Jian's sole expense, except to the extent that such maintenance or repair is necessitated by the actions of TerraForm.

This Easement shall be subject to all existing utility easements and locations on the Terraform Parcel and Jian Parcel. The burdens of the Easement shall run with the TerraForm Parcel and Jian Parcel. This Easement shall be construed under and governed by the laws of the State of Utah. It is expressly acknowledged and agreed that the provisions hereof shall be deemed to run with the land and shall be a burden upon and a benefit to the TerraForm Parcel and Jian Parcel and to that certain property owned by the Parties, and to any person acquiring, leasing, subleasing or owning an interest in such TerraForm Parcel or Jian Parcel, their respective assigns, lessees, sublessees, heirs, executors, administrators, devisees and successors.

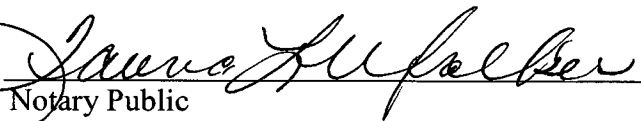
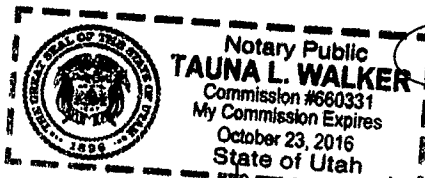
DATED this 14th day of March, 2014.

TERRAFORM COMPANIES, LLC:



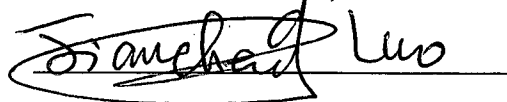
STATE OF UTAH)
)ss:
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 14 day of March 2014, by Tauna L Walker


Notary Public

DATED this 7th day of March, 2014.

JIAN XING FAMILY, LLC:



STATE OF UTAH)
)ss:
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 7th day of March, 2014, by D. Eric Buchanan.

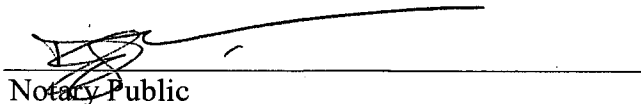
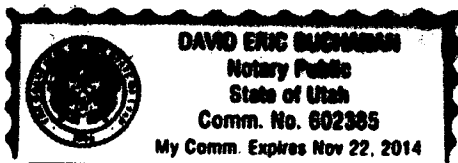

Notary Public

EXHIBIT A

Description of TerraForm Parcel

Lot 1, Plat D of the Gateway Town Center Subdivision

Tax Parcel No. 40-464-0001

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. National Title Agency of Utah, Inc. hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

EXHIBIT B

Description of Jian Parcel

Lot 1, Plat B of the Henline Subdivision

Tax Parcel No. 41-736-0001