

BMA CONSTRUCTION & DEVELOPMENT LLC
251 RIVER PARK DRIVE
PROVO, UT 84604

Ent 313904 Bk 0924 Pg 0131-0135
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2007 JAN 18 3:32pm Fee 18.00 MWC
FOR EXECUTIVE TITLE
ELECTRONICALLY RECORDED

ACKNOWLEDGEMENT OF EASEMENT

TAX ID: OWC-0773

This Indenture is made and entered into this 16 day of JANUARY, 2007, by and between Annette A. Probst, Trustee of the Annette A. Probst Family Trust, u/a/d 04/10/01, whose address is 675 North 550 East, Heber City, Utah 84032 ("Seller"); and Blue Ox Development, LLC, whose address is 251 River Park Drive, Provo, Utah 84604 and BMA Construction, whose address is 251 River Park Drive, Provo, Utah 84604 (collectively "Buyers").

Witnesseth:

1. Seller is the fee owner of the following described real property, situated in the County of Wasatch, State of Utah, and referred to hereafter as the "Seller's Lot":

Beginning at a point which is South 26.16 chains and N 89° 12' West 1248.80 from the NE corner of the NW ¼ of Section 32, township 3 South, range 5 East, SLB&M;

thence South a distance of 264.18 feet; thence West a distance of 781.88 feet; thence N 17° E a distance of 286.44 feet; thence S 89° 12' 00" a distance of 698.20 feet to the point of beginning.

2. The acreage of Seller's Lot is 4.575 acres.

3. Buyers have contracted to purchase Seller's Lot.

4. The parties acknowledge Seller has additional acreage of real property that lies adjacent to the east boundary of Sellers' Lot.

5. The parties acknowledge that Seller shall have access to Seller's said additional acreage directly from either a) Seller's Lot or b) an alternative route agreeable to both Seller and Buyers to benefit directly Seller's additional acreage.

6. The parties acknowledge and agree that said access shall be an easement of at least sixty (60) feet wide ("Easement").

B.A.
R

Acknowledgement of Easement – Page 2

7. By executing and recording this instrument, the parties intend to create a new interest for the Seller that shall run with the land according to the following conditions:

- 7.1 Buyers shall provide Easement measuring sixty (60) feet wide beginning on Main Street, Heber City, located on the west side of Seller's Lot, running through Seller's Lot, and ending on the east side of Seller's Lot.
- 7.2 In the event that Easement runs through Seller's Lot, Buyers shall have sole discretion to determine where on Seller's Lot shall Easement lie.
- 7.3 Buyers shall have the right to propose an alternative route for Easement that shall be agreeable to both Buyers and Seller.
- 7.4 In the event that both Buyers and Seller agree on an alternative route for Easement, Section 7.1 of this Agreement shall become null and void, and both parties shall consider Buyers' obligation to provide Easement satisfied.

In Witness Whereof, the parties have hereunto set their hands the day and year first above written.

ANNETTE PROBST



BLUE OX DEVELOPMENT



BMA CONSTRUCTION

Acknowledgement of Easement – Page 2

7. By executing and recording this instrument, the parties intend to create a new interest for the Seller that shall run with the land according to the following conditions:

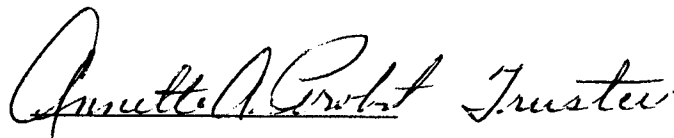
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7.4 In the event that both Buyers and Seller agree on an alternative route for Easement, Section 7.1 of this Agreement shall become null and void, and both parties shall consider Buyers' obligation to provide Easement satisfied.

In Witness Whereof, the parties have hereunto set their hands the day and year first above written.

A handwritten signature in cursive script that reads "Annette A. Probst Trustee".

ANNETTE A. PROBST, TRUSTEE OF THE ANNETTE A. PROBST

FAMILY TRUST U/A/D 4/10/01

BMA CONSTRUCTION

Acknowledgement of Easement - Page 3

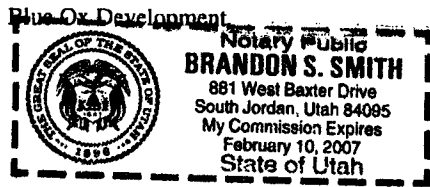
STATE OF UTAH)
) ss.
COUNTY OF WASATCH)

This instrument was acknowledged before me on _____, 2007 by
Annette Probst.

Notary Public residing at _____
My commission expires _____

STATE OF UTAH)
) ss.
COUNTY OF WASATCH)

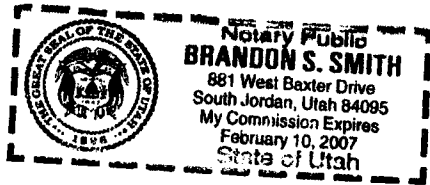
This instrument was acknowledged before me on Jan 16, 2007 by



[Signature]
Notary Public residing at ORFAM, UT
My commission expires 2/10/2007

STATE OF UTAH)
) ss.
COUNTY OF WASATCH)

This instrument was acknowledged before me on Jan 16, 2007 by
BMA Construction.

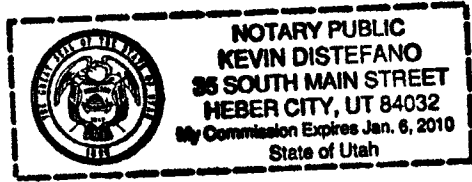


[Signature]
Notary Public residing at ORFAM, UT
My commission expires 2/10/2007

Acknowledgement of Easement - Page 4

STATE OF UTAH)
) ss.
COUNTY OF WASATCH)

This instrument was acknowledged before me on 1/16, 2007 by Annette Probst, TRUSTEE OF THE ANNETTE A PROBST FAMILY TRUST, U/A/D 04/10/01.



[Handwritten Signature]

Notary Public residing at Heber City
My commission expires 1/6/2010

STATE OF UTAH)
) ss.
COUNTY OF WASATCH)

This instrument was acknowledged before me on _____, 2007 by BMA Construction.

Notary Public residing at _____
My commission expires _____