


SLOPE EASEMENT AGREEMENT

This Slope Easement Agreement (the "Easement") is entered into this 8th day of September, 2005, by and between the STATE OF UTAH SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, (the "Grantor"), 675 East 500 South, Suite 500, Salt Lake City, Utah 84102, NUTRATECH, INC., a Wyoming corporation qualified to do business in Utah, 333 North 300 West, Salt Lake City, Utah 84103, as to an undivided 6/14 Interest, DEAN T. TERRY INVESTMENTS, L.L.C., a Utah limited liability company in good standing, 150 North 200 East, Suite 202, St. George, Utah 84770, as to an undivided 6/14 Interest, and QUALITY DEVELOPMENT, L.L.C., a Utah limited liability company in good standing, having a street address of 113 East 200 North, Suite 2 and a mailing address of P.O. Box 717, St. George, Utah 84771, as to an undivided 2/14 Interest (collectively, the "Grantee").

RECITALS

- A. As a result of a land exchange previously completed between the parties, Grantee owns certain unimproved real property, located in Washington City, County of Washington, Utah (the "Grantee's Property"), as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.
- B. Grantor owns a parcel of land adjacent to the Grantee's Property (the "Grantor's Property"), as generally depicted in Exhibit "B" attached hereto and by this reference made a part hereof.
- C. In order to prevent the subsidence of, and to provide for the lateral and adjacent support of Grantee's Land, Grantee desires to construct an earthen-made slope over and across a portion of Grantor's Property, labeled in Exhibit "B" as Easement in Favor of the Grantee (the "Easement Property").
- D. Grantee is providing to Grantor a reciprocal slope easement under separate agreement, as labeled on Exhibit "B" as Easement in Favor of Trust Lands Administration.

NOW, THEREFORE, in consideration of the mutual promises contained in that certain Agreement to Exchange Real Property entered into among the Grantor and the Grantee, dated April 14, 2005 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby conveys a non-exclusive easement to Grantee over and across the Easement Property for the purpose of constructing, maintaining and repairing an earthen-made slope (the "Slope"), at such an angle as will hold the material of said Slope in repose against ordinary erosion. The slope shall extend no more than seventy (70) feet from the boundary of Grantee's Property onto the Grantor's Property. Grantee shall provide Grantor with a proposed slope design prior to commencing construction, for which Grantor shall not unreasonably withhold its approval. The design shall contemplate fill earthwork only; the design shall not require cutting the slope. The easement shall be effective no sooner than one day after the close of that certain land exchange between the parties by which Grantee obtained title to the
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subject property. The easement shall be for a perpetual term, except that it shall expire at such time as grading or other earthwork is completed on adjacent properties in a manner that renders the slope easement unnecessary. The slope shall be compacted in accordance with standards imposed by Washington City.

2. **Ingress and Egress.** Grantee shall have the right of access over and across Grantor's Land for itself and its agents to the extent reasonably necessary in order to exercise Grantee's rights under this Easement.

3. **Subject to Existing Rights.** This Easement is granted subject to all easements and encumbrances of record as of the date hereof. Grantee has notice that there may be existing easements upon the Easement Property, including but not limited to water lines, communication lines and power lines. Grantee is aware that power lines are energized at all times and Grantee must conduct all activity on the Easement Property in strict compliance with all applicable laws, codes, rules, regulations, and standards regarding activity around high voltage facilities.

4. **Inurement.** The benefits and burdens of this Easement shall inure to the benefit of and be binding upon the parties and their respective heirs, successors, and assigns. The rights and obligations set forth in this Easement are intended to run with the land.

5. **Indemnity.** Grantee assumes liability for and agrees to indemnify Grantor from and against any and all liability, including attorney's fees, of any nature imposed upon, incurred by, or asserted against Grantor arising from or out of the activity or presence upon the Easement Property of Grantee, its servants, employees, agents, sublessees, assignees, or invitees.

6. **Paragraph Headings.** Paragraph headings are included for reference purposes only and do not constitute part of this Easement.

7. **Governing Law.** This Easement shall be governed and construed under the laws of the State of Utah without regard to conflicts of law provisions.

8. **Severability.** Whenever possible, each provision of this Easement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Easement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Easement.

9. **Notices.** All notices, demands, or other communications to any party under this Easement shall be in writing (including facsimile transmission); shall be sent only by facsimile (with confirmation by United States Mail), by nationally recognized courier service, or by personal delivery; and shall be given:



If to Grantee:

Dean T. Terry
150 North 200 East, Suite 202
St. George, UT 84770

If to Grantor:

School and Institutional Trust Lands Administration
Attn: Assistant Director, Development
675 East 500 South, Suite 500
Salt Lake City, Utah 84102-2818

All such notices, demands, requests, or other communications shall be deemed received on the date of receipt by the recipient if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, demand, request, or other communication shall be deemed not to have been received until the next succeeding business day in the place of receipt. Addresses for notice may be changed by notice to the other party.

10. Waiver. Waiver by either party of any one default will not be deemed to be a waiver of any other default under this Easement. Any remedy or election under this Easement will not be deemed exclusive, but, instead, whenever legally permissible, will be cumulative with all other remedies at law or in equity.

11. Construction. The rule of strict construction does not apply to this Easement. This Easement shall be given a reasonable construction so that the intention of the parties can be carried out.

12. Exhibits. The parties acknowledge and agree that each of the Exhibits attached to this Easement form an integral part of this Easement and by this reference are incorporated herein as if set forth in full verbatim.

13. Authorization. Each individual executing this Easement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he signs to execute and deliver this Easement in the capacity and for the entity set forth where he signs and that as a result of his signature, this Easement shall be binding upon the party for which he signs.

14. Default. This Easement may be terminated by Grantor upon breach of any conditions hereof. If Grantor determines that the Grantee, its assigns or successors in interest have breached any conditions of this Easement, Grantor shall notify the breaching party (parties) in writing by certified mail, return receipt requested, specifying the particular breach. The breaching party (parties) shall have thirty (30) days from the date of such notice, or such longer period as may be required under the



circumstances as approved by the Grantor to correct such breach. If breaching party (parties) fails (fail) to correct such breach within such period, Grantor may terminate this Easement upon thirty (30) days notice; provided, however, such termination shall not release breaching party (parties) from liability for damage prior to such termination.

15. Consent to Suit. Grantee consents to suit in the courts of the State of Utah in any dispute arising under the terms of this Easement or as a result of operations carried on under this Easement. Grantee agrees for itself, successors and assigns that any suit brought by the GRANTEE, its successors or assigns concerning this Easement may be maintained only in the Utah State District Court of Salt Lake County.

16. Fire Suppression. Grantee shall at all times observe reasonable precautions to prevent fire on said Easement Property and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on said Easement Property proximately caused by Grantee, its servants, employees, agents, sublessees, assignees, or licensees which necessitates suppression action, Grantee agrees to reimburse Grantor for the cost of such fire suppression action.

17. Compliance with Law. Grantee, in exercising the privileges granted by this Easement, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, and regulations which are applicable to the subject tract and operations covered by this Easement. Grantee shall neither commit nor permit any waste on the Easement Property. Grantee shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this Easement.

18. Non-Exclusive Easement. It is expressly understood and agreed that the right herein granted is non-exclusive and Grantor hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the subject property where such uses are appropriate and compatible or to dispose of the property by sale, exchange or dedication.

19. Mineral Exploration. Grantor expressly reserves the right to lease said land for the exploration, development and production of oil, gas and all other minerals, together with the right of ingress and egress across said Easement Property; provided that no drilling of oil wells shall be conducted, nor shall mining shafts be located within the boundaries of said Easement Property.

20. Sand and Gravel. Grantee agrees that the removal of ordinary sand and gravel or similar materials from the Easement Property is not permitted except when the Grantee has applied for and received a materials permit from the Grantor.

21. Forest Products. Grantee agrees that no trees may be cut or removed from the Easement Property except when the Grantee has applied for and received a small forest products permit or timber contract from the Grantor.

22. Archaeological and Paleontological Sites and Specimens. It is hereby understood and agreed that all treasure-trove and all articles of antiquity in or upon the Easement Property are and shall remain the property of the Grantor. Grantee shall report any discovery of a "site" or "specimen" to the Grantor and the Division of State History in compliance with Section 9-8-305 Utah Code Annotated (1953) as amended.

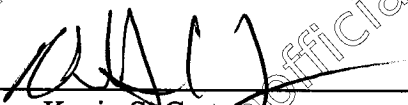
23. No Warranty. Grantor claims title in fee simple, but does not warrant to Grantee the validity of title to the Easement Property. Grantee shall have no claim for damages or refund against the Grantor for any claimed failure or deficiency of Grantor's title to said lands or for interference by any third party.

24. Continuing Regulation. This Easement is granted pursuant to the provisions of all applicable laws and subject to the rules of the departments and agencies of the State of Utah presently in effect and to such laws and rules as may be hereafter promulgated by the State.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

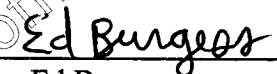
STATE OF UTAH
SCHOOL AND INSTITUTIONAL
TRUST LANDS ADMINISTRATION:

DEAN T. TERRY INVESTMENTS, L.L.C.
A Utah Limited Liability Company
As to an undivided 6/14 Interest

By: 
Kevin S. Carter
Director

By: 
Dean T. Terry
Its: Manager

QUALITY DEVELOPMENT, L.L.C.
A Utah Limited Liability Company
As to an undivided 2/14 Interest

By: 
Ed Burgess
Its: Manager

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NUTRATECH, INC.
A Wyoming Corporation
As to an undivided 6/14 Interest

By: B. E. FOTTERLINGHAM
[Signature]
Its: PRESIDENT

APPROVED AS TO FORM:
MARK L. SHURTLEFF
Attorney General

By: [Signature]
Dawn J. Soper
Special Assistant Attorney General

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

On this 8th day of September, 2005, personally appeared before me Kevin S. Carter, who being by me duly sworn did say that he is the Director of the School and Institutional Trust Lands Administration, and the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this 8th day of September, 2005

[Signature]
Notary Public, residing at

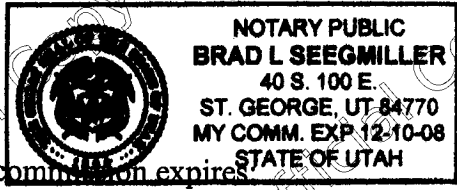
My commission expires June 2, 2009
NOTARY PUBLIC
HELLE L. BARNDT
675 East 500 South
Salt Lake City, Utah 84102
STATE OF UTAH

NOTARY PUBLIC
MICHELLE L. BARNDT
675 East 500 South #800
Salt Lake City, Utah 84102
My Comm. Exp. June 2, 2009
STATE OF UTAH

STATE OF Utah)
COUNTY OF Washington)
:ss.

On the 16th day of August, 2005, personally appeared before me DEAN T. TERRY, who being by me duly sworn did say that he is the Manager of DEAN T. TERRY INVESTMENTS, L.L.C., a Utah limited liability company, and the signer of the above instrument, who duly acknowledged to me that he executed the same.

Given under my hand and seal this 16th day of August, 2005.

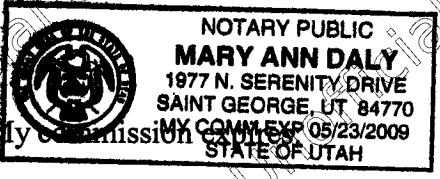


Brad L Seegmiller
Notary Public, residing at:

STATE OF)
COUNTY OF)
:ss.

On the 23rd day of August, 2005, personally appeared before me Ed Burgess who being by me duly sworn did say that he is the Manager of QUALITY DEVELOPMENT, L.L.C., a Utah limited liability company, and the signer of the above instrument, who duly acknowledged to me that he executed the same.

Given under my hand and seal this 23rd day of August, 2005.

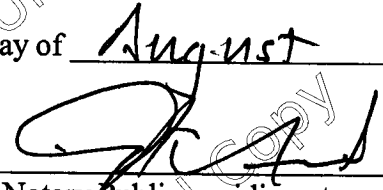


Mary Ann Daly
Notary Public, residing at:

STATE OF UTAH)
COUNTY OF Salt Lake :ss.

On the 19 day of August, 20 05, personally appeared before me ~~BF Fotheringham~~ who being by me duly sworn did say that he is the president of NUTRATECH, INC., a Wyoming corporation, and the signer of the above instrument, who duly acknowledged to me that he executed the same.

Given under my hand and seal this 19 day of August, 20 05.



Notary Public, residing at:

My commission expires:

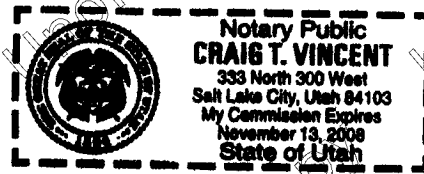


Exhibit A
The Grantee's Property
Parcel 3 (for reference purposes only)

Township 42 South, Range 15 West, SLB&M:

Section 12: Beginning at the Northeast corner of that property recorded with entry No 00825241, in book 1555, page 1702 in the office of the Washington County Recorder, in said county, State of Utah, said point also being an existing Bulloch Brothers rebar and cap, also being the Northeast corner of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ of the SW $\frac{1}{4}$) of Section 12, Township 42 South, Range 15 West, Salt Lake Base and Meridian, thence along the North Property line of said property also along the North line of the said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 12 North $88^{\circ}00'39''$ West 566.12 feet to a point on the arc of a 1500.00 foot radius curve to the right, of which radius point bears South $29^{\circ}21'38''$ East; thence Northeasterly 357.49 feet along said curve through a central angle of $13^{\circ}39'18''$ to the point of tangency; thence North $74^{\circ}17'46''$ East 141.77 feet to a point on the right-of-way line of Washington Parkway; thence along said right-of-way line in the following eight (8) courses: South $15^{\circ}42'23''$ East 51.00 feet; thence North $74^{\circ}17'37''$ East 155.65 feet to the point of curvature of a 55.50 foot radius to the right; thence Southeasterly 53.13 feet along said curve through a central angle of $54^{\circ}51'11''$ to a point of reverse curvature of a 129.50 foot radius curve to the left, of which the radius point bears North $39^{\circ}08'51''$ East; thence Southeasterly 34.90 feet along said curve through a central angle of $15^{\circ}26'28''$ to the point of reverse curvature of a 85.50 foot radius curve to the right; from which the radius point bears South $23^{\circ}42'23''$ West; thence Southeasterly 75.49 feet along the said curve through a central angle of $50^{\circ}35'19''$ to the point of tangency; thence South $15^{\circ}42'29''$ East 83.89 feet; thence South $74^{\circ}17'39''$ West 7.00 feet; thence South $15^{\circ}42'07''$ East 51.00 feet; thence leaving said right-of-way South $74^{\circ}17'37''$ West 231.53 feet, to a point on the East line of said property, said point also being on the Center Section line of said Section 12; thence along said East property line and along said Center Section line North $1^{\circ}03'28''$ East 90.38 feet to the point of beginning.

Contains approximately 2.58 acres.

Exhibit B
Slope Easements

