

WHEN RECORDED, MAIL TO:

ZIONS FIRST National Bank

122 South 12th

SLC UT 84111

2198244

Space Above for Recorder's Use

ACCESS EASEMENT

IDCLP, L.L.C., a Utah limited liability company, and TDLP, L.L.C., a Utah limited liability company (collectively, "Grantors"), owners of the real property legally described on Exhibit A attached hereto ("Grantors' Property"), hereby grant unto ZIONS FIRST NATIONAL BANK ("Grantee"), owner of the real property legally described on Exhibit B attached hereto ("Grantee's Property") a non-exclusive, perpetual access easement (the "Easement") over and across the portion of Grantors' Property legally described on Exhibit C and shown on Exhibit D hereto (the "Easement Area") for the benefit of Grantee's Property, subject to the following provisions.

Subject to Grantors' prior written approval of plans and specifications for the same, which shall not be unreasonably withheld, delayed or conditioned, Grantee may construct a drive aisle (the "Drive Aisle") over the Easement Area, as provided herein. Grantors grant to Grantee a temporary construction easement to enter upon such portion of Grantors' Property as may be reasonably necessary for the purpose of constructing the Drive Aisle, provided Grantee, in the exercise of its right to enter thereon, shall not unreasonably interfere with any work being performed on Grantors' Property. The temporary construction easement granted to Grantee hereunder shall automatically terminate upon the completion of the construction of the Drive Aisle, or upon Grantee's failure to comply with the terms and conditions set forth herein, should such failure occur prior to the completion of such construction. Upon completion of the Drive Aisle, Grantee shall, at its cost and expense, restore all adjacent portions of Grantors' Property to substantially the same condition as existed before such construction work, to the extent practicable under then current conditions, and repair any and all damage to Grantors' Property caused in connection with such construction.

Grantee shall construct the Drive Aisle in a good and workmanlike and first-class manner, and in accordance with all applicable covenants, restrictions, laws, codes and other regulations. Grantee shall not permit or cause any liens to attach to Grantors' Property. If Grantee permits or causes any such liens to attach to the Grantors' Property, Grantee shall, at its sole cost and expense, cause such liens to be discharged or bonded over to the satisfaction of Grantors within five (5)

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business days following notice thereof. If Grantee fails to so discharge or bond over all such liens, Grantors shall have the right to discharge such liens (without any inquiry as to the validity or merits thereof) and any amount paid by Grantors in connection with such action, and all costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs) incurred by Grantors in connection therewith shall be paid by Grantee to Grantors within five days of written demand therefor. During construction, Grantee shall not store or keep, or permit to be stored or kept, any construction equipment, vehicles or materials on Grantors' Property.

Grantee will indemnify, hold harmless and defend Grantors from and against, and pay, all claims, suits, actions, losses, damages, liabilities, costs and/or expenses including, but not limited to, attorneys' fees, court costs and disbursements, which may result or arise from, or relate or are connected in any way to, the construction of the Drive Aisle or the failure of Grantee to perform any of its obligations hereunder.

Notwithstanding any other provision hereof to the contrary, Grantors may at any time, and from time to time, relocate the Easement and the Easement Area to any other location that provides reasonably equivalent access to Grantee's Property.

Dated July 12, 2007:

IDCLP, L.L.C., a Utah limited liability company

By: *Joan Rugh*
Its: *President*

TDLP, L.L.C.,
a Utah limited liability company

By: *Joan Rugh*
Its: *President*

STATE OF UTAH
COUNTY OF *Salt Lake*

The foregoing instrument was acknowledged before me on *July 12, 2007*, by *Joan Rugh* in the capacities indicated.

Notary Public: *Kaylyn Smith*

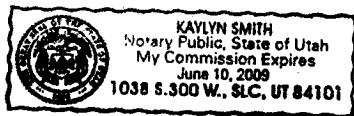


EXHIBIT A
GRANTORS' PROPERTY

Lot 1 of Tooele Town Center No. 4, according to the official plat thereof, recorded in the office of the Tooele County Recorder.

EXHIBIT B

GRANTEE'S PROPERTY

Lot 2, Tooele Town Center No. 4, vacating and re-subdividing all of Lot 8, Tooele Town Center Subdivision and all of Lot 3, Tooele Town Center No. 3 Subdivision, according to the official plat thereof, recorded in the office of the Tooele County Recorder.

EXHIBIT C**EASEMENT AREA**

A part of Lot 1 of Tooele Town Center No. 4 within the Northeast Quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, U.S. Survey in Tooele City, Tooele County, Utah;

Beginning at a point 25.00 feet South $1^{\circ}28'35''$ West along the East Line of said Lot 1 from the Northeast Corner thereof; said point of beginning is located 872.00 feet South $89^{\circ}43'06''$ West along the Section Line and 70.96 feet South $1^{\circ}28'35''$ West from the Northeast Corner of said Section 21; and running thence South $1^{\circ}28'35''$ West 40.00 feet along the East Line of said Lot 1; thence South $89^{\circ}43'06''$ West 146.54 feet to the West Line of said Lot 1; thence North $1^{\circ}15'33''$ East 40.00 feet along said West Line of Lot 1; thence North $89^{\circ}43'06''$ East 146.69 feet to the point of beginning.

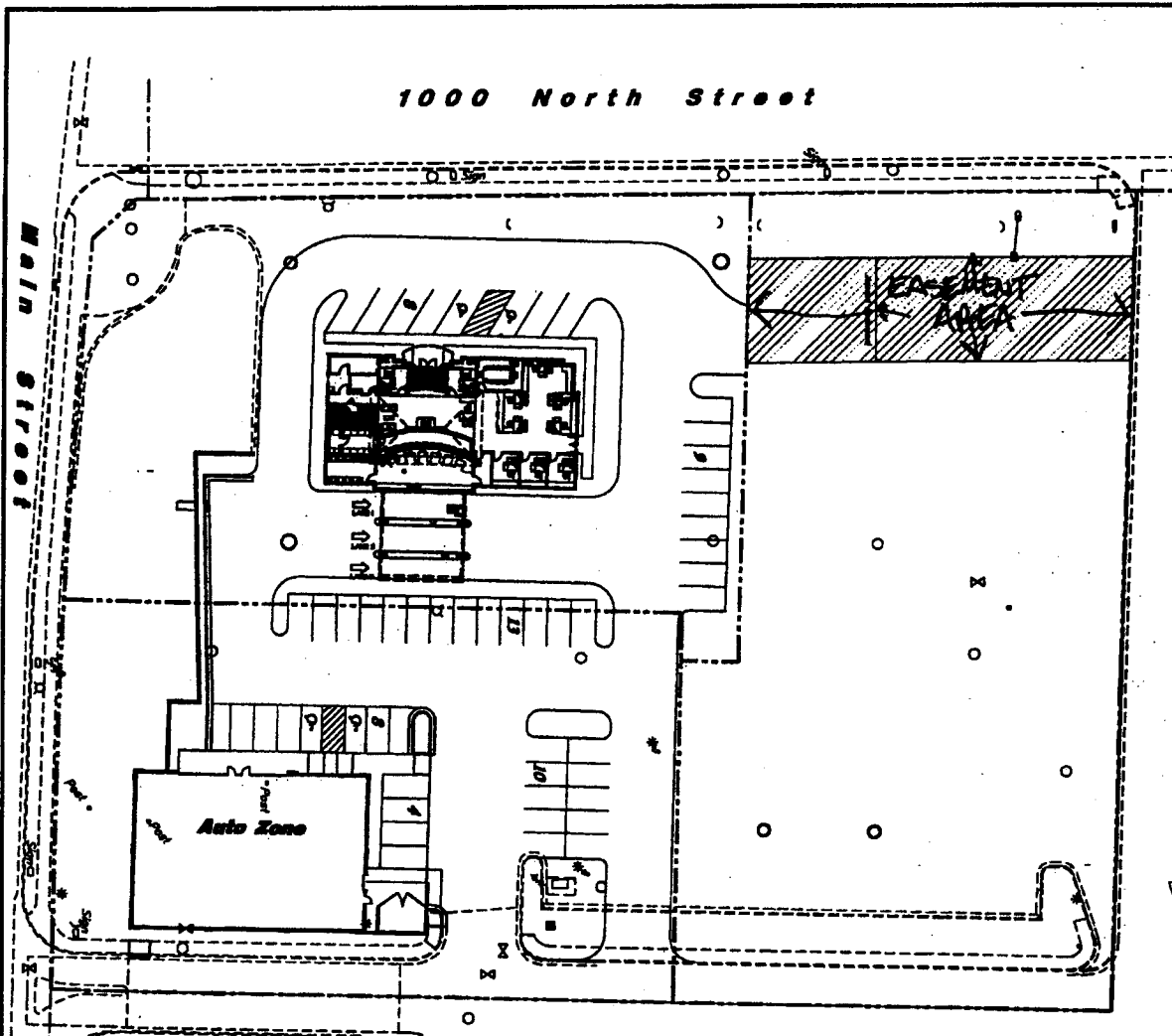


EXHIBIT D

EX	Access Easement Easement	 GREAT BARN ENGINEERING - SOUTH CONSULTING ENGINEERS AND LAND SURVEYORS 2070 North Redwood Road, P.O. Box 10047 Tallahassee, FL 32310 Tel: 904-224-1111 Fax: 904-224-1112	
	Toole Towne Center		