

When Recorded Return to:
Trust Lands Administration
Legal Department
675 East 500 South, Suite 500
Salt Lake City, UT 84102

Ent 485061 Bk 723 Pg 564
Date: 31-MAR-2008 1:19PM 568
Fee: None
Filed By: PL
MERLENE MOSHER DALTON, Recorder
GRAND COUNTY CORPORATION
For: STATE OF UTAH

EASEMENT

PRE-DESIGNATION No. 647

ARCHVIEW PARTNERS, LLC, a Utah limited liability company, P.O. Box 3449, Durango, Colorado 81302, GRANTOR, in consideration for the right to purchase certain state trust lands located in Grand County, Utah, according to terms outlined in State of Utah Certificate of Sale No. 8135 (the "Certificate of Sale"), hereby grants THE STATE OF UTAH, by and through the School and Institutional Trust Lands Administration, GRANTEE, the right to an access and utility easement on the following described lands, effective April 1, 2005:

Township 24 South, Range 20 East, SLB&M
Section 35: within more particularly described as follows:

A 66.0 ft. Wide access and utility easement, 33.0 ft. each side of the following described centerline in Section 35, T 24S, R 20E, SLM, Grand County, UT.

Beginning at a point on the Easterly Right of Way of U.S. Hwy. 191, said point bears S 27°18'E 1423.2 ft. from the West ¼ corner Section 35, T 24S, R 20E, SLM, and proceeding thence with said centerline of easement along the arc of a 189.5 ft. radius curve to the right 248.7 ft. (Said curve has a chord which bears S79°02'E 231.3 ft.), thence S 41°25'E 169.6 ft., thence along the arc of a 236.1 ft. radius curve to the right 96.2 ft. (said curve has a chord which bears S 29°44'E 95.6 ft.) to a point 200.0 ft. distant southerly from the South line NW1/4 SW1/4 said Section 35, said point being the terminus of this centerline description.

Containing 0.50 acres more or less.

TO HAVE AND TO HOLD for a perpetual term subject to the following terms and conditions and any valid and existing rights:

1. If an access road is constructed by GRANTEE on the lands described herein, GRANTEE shall pay for all cost and expense in connection with maintenance of the access road, and hold GRANTOR harmless from any and all liability, which may arise from the access road, and GRANTEE gives reasonable notice of intended maintenance so long as the easement shall remain in force and effect.
2. This easement may be terminated by GRANTOR upon an uncured 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 in writing by certified mail, return receipt requested, specifying the particular breach. The breaching party 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 GRANTOR to correct such breach. If breaching party fails to correct such breach within such period, GRANTOR may terminate this

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easement upon thirty (30) days notice; provided, however, such termination shall not release breaching party from liability for damage prior to such termination.

3. GRANTOR and GRANTEE acknowledge that this easement includes portions of those lands that are the subject of the Certificate of Sale described herein (the "Sale Parcel Lands"). GRANTOR and GRANTEE further acknowledge that title to those Sale Parcel Lands shall not vest in GRANTOR until the terms of the Certificate of Sale are met, including payment in full. NEVERTHELESS, GRANTOR and GRANTEE agree that, upon GRANTOR's receipt of title to the Sale Parcel Lands, this easement shall effectively convey to GRANTEE those portions of the Sale Parcel Lands described in this easement.

4. In the event of a default by GRANTOR as to any of the provisions of State of Utah Certificate of Sale No. 8135, this easement shall remain in full force and effect.

5. GRANTEE and GRANTOR consent to suit solely 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. Service of process in any such action is hereby agreed to be sufficient if sent by registered mail to the GRANTEE or GRANTOR at the last known address of GRANTEE or GRANTOR appearing on the GRANTEE'S records.

6. The acquisition or assumption by another party under an agreement with the GRANTEE of any right or obligation of the GRANTEE under this easement shall be ineffective as to the GRANTOR unless and until GRANTOR shall have been notified of such agreement and shall have recognized and approved the same in writing, and in no case shall such recognition or approval: (i) operate to relieve the GRANTEE of the responsibilities or liabilities assumed by GRANTEE hereunder; or (ii) be given unless such other party is acceptable to GRANTOR as a GRANTEE, and assumes in writing all of the obligations of the GRANTEE under the terms of this easement as to the balance of the term thereof, or acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests. Use of the easement may with written permission include location of power transmission lines, and such permission not be unreasonably withheld.

7. GRANTEE shall at all times observe reasonable precautions to prevent fire on said easement and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction.

8. 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 premises. 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.

9. 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 or exchange.

10. GRANTOR expressly reserves the right to lease said land for the exploration, development and production of oil, gas and all other minerals, if such rights are held by GRANTOR, together with the right of ingress and egress across said easement; provided that no drilling of oil wells shall be conducted, nor will mining shafts be located within the boundaries of said easement.

11. GRANTEE agrees that the removal of ordinary sand and gravel or similar materials from the easement is not permitted.

12. GRANTEE agrees that no trees may be cut or removed from the easement except when the GRANTEE has applied for and received written permission from the GRANTOR.

13. GRANTOR claims title in fee simple, and warrants to GRANTEE the validity of title to these premises.

14. GRANTOR reserves the right to inspect the area of operation at a later date and recall GRANTEE for correction of any violations of the above stipulations. If the GRANTEE fails to correct such violations within a reasonable time the GRANTOR may, after thirty (30) days written notice, re-enter and terminate this grant.

15. Any notice contemplated herein to be served upon GRANTEE shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, and addressed as follows:

State of Utah
School and Institutional
Trust Lands Administration
675 East 500 South, Suite 500
Salt Lake City, Utah 84102

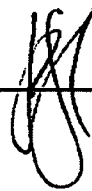
or at any such other address as GRANTEE may from time to time designate by written notice to GRANTOR.

16. This easement shall be interpreted and governed by the laws of the State of Utah and the provisions hereof shall inure to and be binding upon the successors and assigns of GRANTEE.

IN WITNESS WHEREOF, Archview Partners, LLC, has caused these presents to be executed this 15th day of November, 2004.

GRANTOR: Archview Partners, LLC

By: _____



GRANTEE: STATE OF UTAH
School and Institutional
Trust Lands Administration
675 East 500 South, Suite 500
Salt Lake City, Utah 84102-2818

By: _____



KEVIN S. CARTER, DIRECTOR

APPROVED AS TO FORM
MARK L. SHURTLEFF
ATTORNEY GENERAL

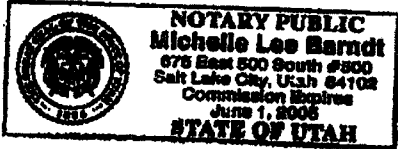
BY: Michelle E. McConkie
Michelle E. McConkie
Special Assistant Attorney General

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 9th day of November, 2004, personally appeared before me Kevin S. Carter, who being duly sworn did say that he is the Director of the Utah School and Institutional Trust Lands Administration, and authorized to execute the above instrument.

Michelle Lee Berndt
Notary Public, residing at:

My commission expires:



STATE OF Utah)
)
COUNTY OF) Grand)

On the 15 day of November, 2004, personally appeared before me Reed Slingerland, who being duly sworn did say that he is the Managing of Archview Partners, LLC, and authorized to execute this instrument. Partner

Jeanine J. Kleinke
Notary Public, residing at:

My commission expires:

