

RECIPROCAL ACCESS

This agreement ("Agreement") is made and entered into this twelveth day of December, 2002, by and between David G. Dixon and Cathy S. Dixon, hereinafter referred to as DIXONS, and NovaSource Development, L.C., a Utah Limited Liability company hereinafter collectively referred to as NovaSource.

RECITALS

WHEREAS, DIXONS, is the fee simple owner of the certain parcel of real property situated in the in the City of Tooele, County of Tooele, State of Utah, more particularly depicted on Exhibit "A," attached hereto and by this reference made a part hereof (the "DIXONS PARCEL"); and

WHEREAS, NovaSource is the fee simple owner of that certain parcel of real property situated in the City of Tooele, County of Tooele, State of Utah, more particularly depicted on Exhibit "B," (the "NovaSource Parcel"); and

WHEREAS, DIXONS, desires to have a non-exclusive access and right of way over, and across the NovaSource Parcel for purposes of ingress from the egress to adjacent public streets and private drives.

WHEREAS, NovaSource desires to have a non-exclusive access and right of way over, and across the DIXONS Parcel for purposes of ingress and egress to adjacent public streets and private drives.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. NovaSource hereby grants to DIXONS and its successors, assigns, invitees and licensees and perpetual, non-exclusive easement appurtenant to the DIXONS Parcel over and across the NovaSource Parcel for the purposes of vehicular and pedestrian ingress and egress. The provisions of this paragraph shall run with the land and shall bind NovaSource and DIXONS and the successors in interest, heirs, and assigns.
2. DIXONS hereby grants to NovaSource and its successors, assigns, invitees and licensees and perpetual, non-exclusive easement appurtenant to the NovaSource Parcel over and across the DIXONS Parcel for the purposes of vehicular and pedestrian ingress and egress. The provisions of this paragraph shall run with the land and shall bind NovaSource and DIXONS and there successors in interest, heirs, and assigns.
3. NovaSource and DIXONS hereby covenant and agree that neither shall construct maintain, or cause to be constructed or maintained, any walls, fences, buildings, structures of barriers (collectively "Structures") that shall prevent or materially impair the use or exercise of the easement granted herein.
4. Each party shall be responsible for the cost of maintenance and repairs of the easement area on its own parcel, unless the necessity for such repairs or maintenance requires mutual participation and in such case each party shall still bear his own costs.

DGD
CSD

- 5. The easements, restrictions, benefits, agreements and obligations hereunder shall create mutual benefits and servitude running with the title to the respective parcels. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors, assigns.
- 6. The easements, rights, agreements and privileges created hereby shall continue permanently unless terminated, modified or amended by the parties through written instruments duly recorded in the office of the Tooele County Recorder.
- 7. A delay in enforcing ^{not} or a failure to enforce any breach or violation of any restriction herein contained shall ^{DGD} be deemed to be a waiver or abandonment of any such restrictions, or a waiver of the right to enforce an subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.
- 8. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation shall be held invalid or unenforceably by a court of competent jurisdiction, the validity and enforceability of all the provisions of this Agreement and all other specifications of such provisions shall not be affected thereby.
- 9. Notices, demands and statements hereunder shall be in writing and shall be given by personal delivery thereof, or by deposit into the United States Mail, Certified Mail, Return Receipt Requested, postage prepaid, addressed to the party as follows or at such other address as the party shall hereafter designate in writing:

David G. Dixon
 Cathy S. Dixon
 24861 Adams Ave.
 Murrieta, California 92562

NovaSource Development, L.C.
 2180 S. 1300 E., Suite 410
 Salt Lake City, Utah 84106

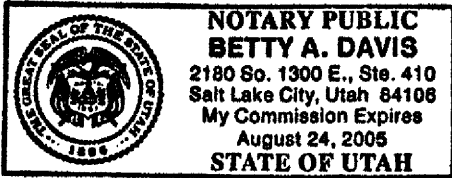
David G. Dixon
Cathy S. Dixon

By: NovaSource Management, Inc.
 a Utah corporation, Manager

By: *Shane D. Smoot*
 Shane D. Smoot
 Its: President

STATE OF UTAH)
) :SS
COUNTY OF SALT LAKE)

This instrument was acknowledged before me on this 10th day of January, 2003, by Shane D. Smoot, President of NovaSource Management, Inc., Manager of NovaSource Development, L.C., a Utah limited liability company, on behalf of said limited liability company.



Betty A. Davis
Notary Public

My Commission Expires:
8-24-05

TOOELE EASEMENT

SDS CAF
INITIALS INITIALS
NSP

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

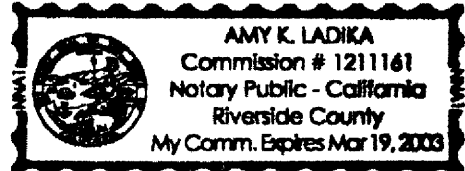
On 12.13.02 before me, Amy K Ladika Notary Public
Date Notary Name and Title i.e. Jane Doe, Notary Public

personally appeared David and Cathy Dixon
Name of Signers

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Amy K Ladika
Signature of Notary Public



(Place Seal in the Space Above)

EXHIBIT "A"

Dixon Parcel

POOR COPY

TOOELE COUNTY RECORDER
Calleen B. Peshell

A parcel of land located in the Southeast quarter of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah, for which the basis of bearing is North 89°46'18" East between the Tooele County Brass Cap Monuments marking the South line of the Southeast quarter of said Section 16 and described as follows:

Beginning at a point on the Westerly right of way of Utah State Highway 36, as recorded in that particular Final Order of Condemnation recorded February 1, 1980 as Entry No. 36054 in Book 179 at pages 775-777, of Tooele County records, which is located North 89°46'18" East 1467.62 feet along the South line of the Southeast quarter of Section 16 and North 1657.41 feet from the Tooele County Brass Cap Monument marking the South quarter corner of said Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian; and running thence South 06°38'12" West (Southerly per Condemnation Order) 202.69 feet, more or less, along said right of way to the North boundary line of the Gary and Marsha Applegate Property; thence North 82°52'43" West (North 83°10' West per deed) along said North boundary line 218.47 feet to the Easterly boundary line of the Wal-Mart Real Estate Business Trust Property; thence the following two (2) courses along the boundary of said Wal-Mart Property (1) North 06°31'45" East 204.29 feet, more or less; (2) South 82°52'43" East 218.85 feet to the point of beginning.

13-50-17
13-50-18

Also known as Lot 4, Tooele Gateway Commercial Subdivision Amended.

Together with a Reciprocal Easement Agreement recorded August 12, 1999 as Entry No. 135757 in Book 583 at page 132 of Official Records.

LESS AND EXCEPTING the following portion of said Lot 4:

A parcel of land located in the Southeast quarter of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah, for which the basis of bearing is North 89°46'18" East between the Tooele County Brass Cap Monuments marking the South line of the Southeast quarter of said Section 16 and described as follows:

Beginning at a point on the Westerly right of way of Utah State Highway 36, as recorded in that particular Final Order of Condemnation recorded February 1, 1980 as Entry No. 36054 in Book 179 at pages 775-777, of Tooele County Records, which is located North 89°46'18" East 1467.62 feet along the South line of the Southeast quarter of Section 16, and North 1657.41 feet from the Tooele County Brass Cap Monument marking the South quarter corner of said Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian; thence South 06°38'12" West (Southerly per Condemnation Order) 202.69 feet, more or less, along said right of way to the North boundary line of the Gary and Marsha Applegate property to the true point of beginning; and running thence North 82°52'43" West (North 83°10'00" West per deed) along said North boundary line 218.47 feet to the Easterly boundary line of the Wal-Mart Real Estate Business Trust property; thence along the following course of said Wal-Mart property; North 06°31'45" East 70.0 feet; thence South 82°52'43" East 218.85 feet; thence South 06°38'12" West 70 feet to the point of beginning.

The above described property also known by the street address of: 1211 North Main Street, Tooele, Utah 84074

TOOELE EASEMENT

INITIALS *SPS* INITIALS *DEP*

EXHIBIT "B"

NovaSource Parcel

All of Lot 2 of Tooele Landing Minor Subdivision Plat, more particularly described as follows:

A part of the Southeast Quarter of Section 16; Township 3 South, Range 4 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 1192.81 feet South 89°43'96" West along the Section Line; 1456.20 feet North 06°16'54" West; and 155.82 feet South 06°50'00" West from the Southeast corner of said Section 16; and running thence South 6°50' 00" West along State Highway 36 a distance of 240.79 feet; thence North 83°10'00" West 225.00 feet; thence North 06°50'00" East 37.50 feet; thence South 83°10'00" East 14.50 feet; thence North 06°50'00" East 203.29 feet; thence South 83°10'00" East 210.50 feet to the point of beginning.

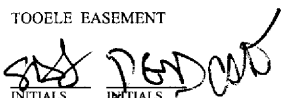
2-127-3
2-127-43

All of Lot 4 of Tooele Landing Minor Subdivision Plat, more particularly described as follows:

Beginning at a point on the South Line of Lot 4 of Tooele Gateway Commercial Subdivision, as amended, being 1192.81 feet South 89°43'06" West along the Section Line; 1456.20 feet North 00°16'54" West; and 210.50 feet North 83°10'00" West along said South Line of Lot 4 from the Southeast corner of said Section 16; and running thence South 06°50'00" West 259.20 feet; thence North 83°10'00" West 188.74 feet; thence North 06°50'00" East 259.20 feet to the South Line of Lot 3 of said Tooele Gateway Commercial Subdivision, as amended, thence South 83°10'00" East 188.74 feet along said South Line of Lots 3 and 4 to the point of beginning.

2-127-14
2-127-15
2-127-3

TOOELE EASEMENT


INITIALS INITIALS