

WHEN RECORDED, PLEASE RETURN TO:

1923 North 300 East
Lehi, Utah 84095

ENT 11274:2007 PG 1 of 10
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2007 Jan 23 1:58 pm FEE 94.00 BY VH
RECORDED FOR SPRINGBROOK VILLAS CONDOMIN

EMERGENCY ACCESS EASEMENT

THIS EMERGENCY ACCESS EASEMENT ("Easement") is made this 21 day of December, 2006, by and between SPRINGBROOK VILLAS CONDOMINIUMS OWNERS ASSOCIATION, INC., a Utah nonprofit corporation ("Grantor"), and KARL G. and PEGGY G. WISCOMBE (together referenced "Grantee").

RECITALS:

A. Grantor is the condominium owners association for the Springbrook Villas Condominiums, a Senior Living Condominium Project (the "Project"), created by the recordation of that certain Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Springbrook Villas Condominiums, a Senior Living Condominium Project (Expandable) (Phase I) ("Declaration") and the condominium plat thereof ("Plat A") covering the property more particularly described in Exhibit "A" attached hereto and incorporate herein by this reference.

B. Pursuant to the Declaration, Grantor has the authority and power to grant or create, to the extent permitted by law and on such conditions as it deems advisable, utility, access and similar easements, over, under, across and through the Common Areas of the Project (as such term is defined in the Declaration) and as shown on Plat "A", a reduced copy of which Plat is attached hereto as Exhibit "B" and incorporated herein by this reference.

C. Grantee is the fee and equitable owner of certain property located adjacent to the Project ("Grantee's Parcel") as legally described in Exhibit "C" attached hereto and incorporated herein by this reference.

D. Section 11.12 of the Declaration authorizes Grantor to enter into an agreement with Grantee to allow access through and over the Common Areas as set forth on Plat "A" if and when access to Grantee's Parcel becomes unavailable via Grantee's historical access over the railroad tracks and property owned by the Denver & Rio Grande Railroad ("Railroad Tracks") either because of temporary or permanent railroad operations.

E. Grantor has agreed to grant and convey to Grantee certain emergency non-exclusive easements and rights-of-way over and across the property as set forth on Plat "A" and as more particularly described in Exhibit "D" which is attached hereto and incorporated herein for the purposes described herein (the "Easement Parcel"). Such emergency, non-exclusive easements shall be limited for the use and benefit of Grantee and its respective successors and assigns.

F. LaConte, L.C., a Utah limited liability company, the developer of the Project (“Developer”), is currently the sole fee title owner in the Project and agrees and consents to the recordation of this Easement as indicated by its signature below.

NOW, THEREFORE, in consideration of the sum of Ten Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

AGREEMENT:

1. Status of Recitals. The Recitals set forth above shall constitute a portion of the terms of this Easement.
2. Grant and Use of Emergency Access Easement. Grantor hereby grants and conveys to Grantee, for the use and benefit of Grantee and all future owners of all or any portion of Grantee’s Parcel, a perpetual non-exclusive emergency access easement and right-of-way over, across and to the Easement Parcel for the purposes of emergency motor vehicle and pedestrian ingress and egress to and from Grantee’s Parcel. Grantee shall have the right to use the Easement Parcel for emergency vehicular and pedestrian ingress and egress to access Grantee’s Parcel in the rare event when Grantee’s historical access route across the Railroad Tracks is inaccessible because of temporary or permanent railroad operations.
3. Grant and Use of Permanent Access Easement if Land-Locked. In addition to the emergency access easement described in Paragraph 2 above, Grantor hereby grants and conveys to Grantee, for the use and benefit of Grantee and all future owners of all or any portion of Grantee’s Parcel, a perpetual non-exclusive access easement and right-of-way over, across and to the Easement Parcel for the purposes of motor vehicle and pedestrian ingress and egress to and from Grantee’s Parcel. Grantee shall have the future right to use the Easement Parcel for permanent vehicular and pedestrian ingress and egress to access Grantee’s Parcel only on the condition that Grantee’s Parcel becomes permanently land-locked and Grantee permanently loses its historical access route to Grantee’s Parcel across the Railroad Tracks. In the event Grantee’s Parcel becomes permanently land-locked, then Grantee shall provide timely and reasonable written proof to Grantor evidencing Grantee’s permanent loss of access rights prior to Grantee’s use of the Easement Parcel as a permanent access route to Grantee’s Parcel.
4. Maintenance and Replacement. Grantor shall maintain and repair the Easement Parcel and all gates and improvements thereon up to the boundary of Grantee’s Parcel (“Easement Improvements”) in a reasonably good, safe and clean condition and all costs associated therewith shall be borne by Grantor. Grantor shall have no duty or liability to Grantee in connection with Grantee’s access rights described herein or any repair or maintenance activities associated with Grantee’s Parcel and the improvements thereon.
5. Grantee’s Negligence; Self Help Remedy. In the event that the need for maintenance or repair of the Easement Improvements is caused through the willful or negligent act of Grantee, his or her family, tenants, guests or invitees, the cost of such maintenance or repairs shall be the sole and exclusive expense of Grantee. Following any such damage, Grantee

shall in all instances, immediately repair and restore the Easement Improvements and adjacent land together with any improvements and personal property located thereon to as good or better condition as existed immediately prior to such damage in a first class manner. In the event Grantee fails to timely repair or restore the Easement Improvements in accordance with this Paragraph, then Grantor may cause such repair or restoration to be taken at Grantee's sole cost and expense. Should Grantee fail to timely reimburse Grantor for such repair or restoration costs, then Grantor reserves the right to temporarily suspend Grantee's access rights under this Easement until Grantee has fully reimbursed Grantor. Specifically, Grantor may, in addition to any other remedies available at law or in equity, employ self help and change the lock on that certain gate described in Paragraph 6 below to prevent Grantee's ingress and egress over and across the Easement Parcel.

6. Installation of Gate. Developer has installed, at its sole cost and expense, a gate across the Easement Parcel at the common boundary line between Grantee's Parcel and the Project with a gated access point as indicated on Plat "A". Grantee hereby agrees and acknowledges that it has possession of the only key to said gate and that the gate shall be closed and locked at all times (except for actual use in emergencies) in order to prevent unauthorized use of the Easement Parcel. In the event Grantee fails to lock the gate in accordance with this Paragraph, then Grantor reserves the right to lock and close the gate and may install a new lock on the gate without notice to Grantee. Unless otherwise provided for in this Easement, Grantor shall not obstruct the gate or interfere with Grantee's non-exclusive emergency ingress and egress rights to Grantee's Parcel.

7. Covenants to Run With the Land. Subject to the terms of this Easement, the easement granted herein shall constitute covenants running with the land, and shall burden the Project and benefit the Grantee Property, and shall be binding upon Grantor, its successors, assigns, and any person acquiring, leasing, or otherwise owning an interest in the Project.

8. Not a Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or a dedication of any portion of the Easement Parcel to or for the general public or for any public purpose whatsoever, it being the intent of the parties that this Easement be strictly limited to and for the purposes expressed herein.

9. Duration. This Easement shall be perpetual in duration, unless earlier modified or terminated by the mutual agreement of the respective parties hereto.

10. Successors and Assigns. This Easement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns.

11. Modification. This Easement and any provision, covenant, condition or restriction contained herein may be terminated, extended, modified or amended by agreement of Grantor and Grantee. No termination, extension, modification or amendment of this Easement will be effective until a written instrument setting forth its terms has been executed, acknowledged and recorded in the Office of the Recorder of Utah County, State of Utah.

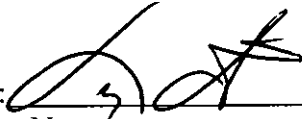
12. Covenant to Cooperate. It is the parties' intent to work together in good faith to fulfill their respective obligations under this Easement and not to default in those obligations. The parties hereto agree to cooperate reasonably to attempt to resolve any disputes that may arise in the future between them with respect to the granting and use of the emergency easement.

13. Counterparts. This Easement may be executed in one or more counterparts, which collectively shall constitute the Easement.

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

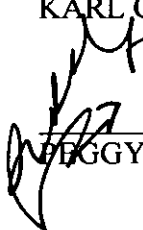
GRANTOR:

SPRINGBROOK VILLAS CONDOMINIUMS
OWNERS ASSOCIATION, INC.,
a Utah nonprofit corporation

By: 
Print Name: _____
Title: _____

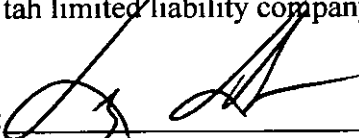
GRANTEE:


KARL G. WISCOMBE


PEGGY G. WISCOMBE

DEVELOPER'S CONSENT TO RECORD:

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

By: 
Larry Lindstrom, Manager

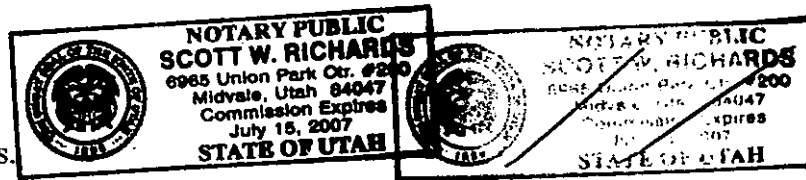
STATE OF Utah)
)
COUNTY OF Salt Lake) : SS.

The foregoing instrument was acknowledged before me this 23rd day of January 2006, by Fanny B. Fridstrom, who, being by me duly sworn, did say that she/he is the President of SPRINGBROOK VILLAS CONDOMINIUMS OWNERS ASSOCIATION, INC., a Utah nonprofit corporation, that said instrument was signed in behalf of said corporation.

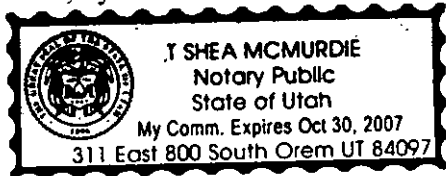
Scott W. Richards
NOTARY PUBLIC
Residing at: Midvale, Utah

My Commission Expires: 7/15/07

STATE OF UTAH)
)
County of Utah) : SS.



The foregoing instrument was acknowledged before me this 21 day of December, 2006, by KARL G. WISCOMBE AND PEGGY G. WISCOMBE.

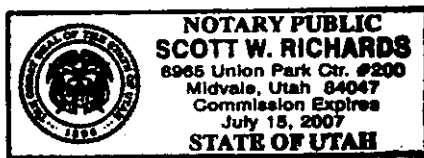


T. Shea McMurdie
NOTARY PUBLIC
Residing at: Orem, Utah

My Commission Expires: Oct. 30, 2007

STATE OF UTAH)
)
County of Salt Lake) : SS.

The foregoing instrument was acknowledged before me this 23rd day of January, 2006, by Larry Lindstrom, the sole Manager of LaConte, L.C., a Utah limited liability company.



Scott W. Richards
NOTARY PUBLIC
Residing at: Midvale, Utah

My Commission Expires: 7/15/07

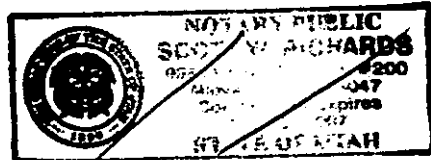


EXHIBIT "A"Legal Description of Plat "A"**SPRINGBROOK VILLAS PLAT "A"**

BEGINNING AT A POINT WHICH IS NORTH 959.61 FEET AND EAST 1,271.07 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 32, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 76°08'27" WEST 436.63 FEET; THENCE NORTH 89°04'15" WEST 97.71 FEET TO A NON-TANGENT POINT OF CURVATURE; THENCE NORTHEASTERLY 80.19 FEET ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 9°11'20", THE CHORD OF WHICH BEARS NORTH 35°32'26" EAST 80.10 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY 193.14 FEET ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 22°07'54", THE CHORD OF WHICH BEARS NORTH 29°04'09" EAST 191.94 FEET; THENCE NORTH 18°00'14" EAST 181.08 FEET; THENCE SOUTH 71°59'17" EAST 33.00 FEET; THENCE SOUTH 89°26'13" EAST 1,216.92 FEET; THENCE SOUTH 00°17'39" WEST 160.73 FEET TO A NON-TANGENT POINT OF CURVATURE; THENCE SOUTHERLY 118.17 FEET ALONG THE ARC OF A 55.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 123°06'28", THE CHORD OF WHICH BEARS SOUTH 22°46'55" EAST 96.72 FEET TO POINT OF REVERSE CURVATURE; THENCE SOUTHERLY 10.00 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 38°12'55", THE CHORD OF WHICH BEARS SOUTH 19°39'51" WEST 9.82 FEET; THENCE SOUTH 00°33'24" WEST 111.06 FEET; THENCE NORTH 89°26'36" WEST 59.00 FEET; THENCE SOUTH 88°50'00" WEST 666.92 FEET; THENCE NORTH 89°26'36" WEST 202.26 FEET; THENCE SOUTH 13°51'33" WEST 111.15 FEET TO THE POINT OF BEGINNING.

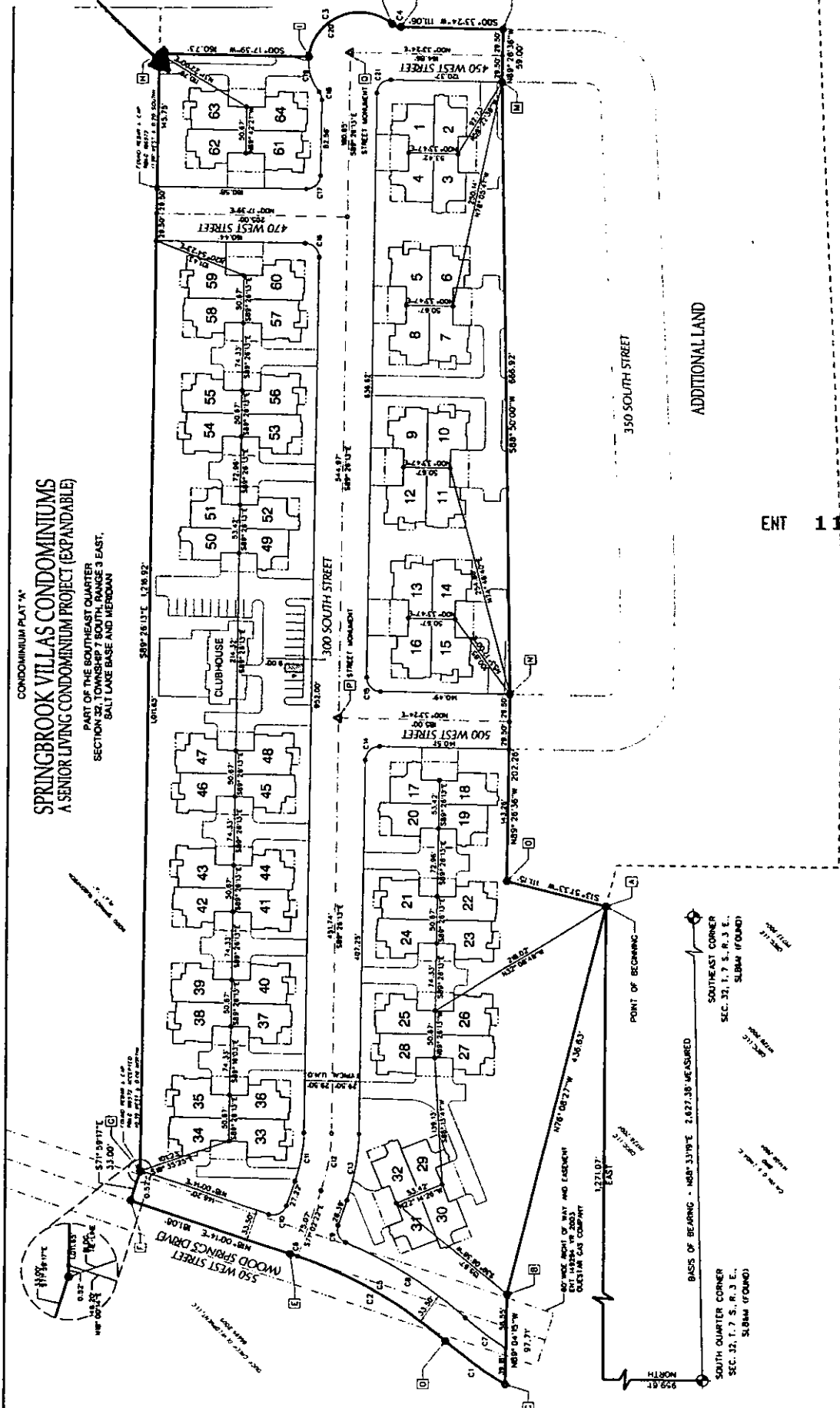
PARCEL CONTAINING 12.51 ACRES MORE OR LESS.

BASIS OF BEARINGS: NORTH 88°33'19" EAST FROM THE SOUTH QUARTER CORNER OF SECTION 32 TO THE SOUTHEAST CORNER OF SAID SECTION.

EXHIBIT "B"
Reduced Copy of Plat "A"

[Attached hereto and incorporated herein by this reference.]

Easement Location



CONDOMINIUM PLAT "A"
SPRINGBROOK VILLAS CONDOMINIUMS
 A SENIOR LIVING CONDOMINIUM PROJECT (EXPANDABLE)

PART OF THE SOUTHEAST QUARTER
 SECTION 32, T.7 S., R.3 E.,
 SALT LAKE BASE AND MERIDIAN

ADDITIONAL LAND

CONDOMINIUM PLAT "A"
SPRINGBROOK VILLAS CONDOMINIUMS
 A SENIOR LIVING CONDOMINIUM PROJECT (EXPANDABLE)
 SPRINGVILLE CITY, UTAH COUNTY, UTAH
 SCALE 1" = 50'
 SHEET 2 OF 2



PREPARED BY
JUB
 CONSTRUCTION SERVICES
 240 WEST CENTER STREET, SUITE 200
 OREM, UT 84057
 PROJECT # 50-04-083
 DECEMBER 2005



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400 SOUTH STREET

LEGEND

- BOUNDARY LINE
- SECTION CORNER
- STREET CENTER LINE
- LOT LINE
- RIGHT OF WAY LINE
- PLAT CORNER (CAP AS NOTED)
- CORNER MONUMENT (CAP AS NOTED)
- LIMITED COMMON AREAS
- STREET MONUMENT TO BE PLACED AFTER CONSTRUCTION OF ROADS

SCALE
 0 50 100

POINT OF BEGINNING
 SOUTHEAST CORNER
 SEC. 32, T.7 S., R.3 E.,
 S.18M (FOUND)

BASIS OF BEARING - N89°33'09" MEASURED

SOUTH QUARTER CORNER
 SEC. 32, T.7 S., R.3 E.,
 S.18M (FOUND)

EXHIBIT "C"

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Legal Description of Grantee's Parcel

PARCEL NUMBER 230340085

COM S 947.53 FT & W 238.94 FT FR E 1/4 COR. 32 T7S R3E SLB&M.; S 0 DEG 15'0"W 266.46 FT;
N 89 DEG 26'13"W 245.86 FT; N 0 DEG 53'4"W 259.73 FT; N 89 DEG 49'58"W 12.7 FT; N 0 DEG
15'0"E 11.28 FT; S 88 DEG 30'0"E 274.39 FT TO BEG. AREA 1.536 A C.

EXHIBIT "D"Legal Description of Easement Parcel

A permanent access easement over a portion of Condominium Plat "A", Springbrook Villas Condominiums as recorded on the official plat thereof on file at the office of the Utah County Recorder, said easement being described as follows:

Beginning at a point on the north boundary line of said Plat "A" which is NORTH 1,448.98 feet and EAST 2,172.63 feet from the South Quarter Corner of Section 32, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence South $89^{\circ}26'13''$ East 12.00 feet along said north boundary line; thence South $00^{\circ}17'39''$ West 160.65 feet to a non-tangent point of curvature on the northerly right-of-way line of 300 South Street; thence along said right-of-way southwesterly 12.22 feet along the arc of a 55.00 foot radius curve to the left, through a central angle of $12^{\circ}43'44''$, the chord of which bears South $80^{\circ}04'01''$ West 12.19 feet to a point of non-tangency; thence North $00^{\circ}17'39''$ East 162.88 feet to the point of beginning.

Containing 1,938 square feet more or less.

Basis of bearings: North $88^{\circ}33'19''$ East from the South Quarter Corner of Section 32 to the Southeast Corner of said section.