

When Recorded:
EEJ Real Estate
4764 Sagebrush Rd.
Park City, UT 84098

EASEMENT

WAGSTAFF FAMILY, LIMITED LIABILITY COMPANY, a Wyoming limited liability company, whose address is 10352 Highway 150 South, Evanston, Wyoming, 82930, Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, hereby grants and conveys to **EEJ REAL ESTATE, LLC**, a Utah limited liability company, whose address is 4764 Sagebrush Road, Park City, Utah 84098, Grantee, its successors and assigns, a non-exclusive easement (hereinafter the "Easement") over and across that certain real property located in Summit County, State of Utah and more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Burdened Property"). The Easement shall be for the benefit of and appurtenant to that certain real property located in Summit County, State of Utah and more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof (hereinafter the "Benefitted Property"). The Easement shall be for the purpose of laying, constructing, maintaining, operating, repairing, and renewing an access roadway and appurtenances through and over the Burdened Property in order to provide Grantee, Grantee's successors and assigns, and their respective invitees, agents, tenants, servants, visitors, and licensees (hereinafter collectively "Permittees") with (1) equestrian, pedestrian and vehicular ingress to and egress from the Benefitted Property for agricultural purposes and for a total of up to four (4) single family dwellings or recreational homes, and (2) ingress to an egress from the Benefitted Property for livestock. No work shall be done in connection with the construction, maintenance, or repair of the foregoing roadway and appurtenances without the prior written consent of Grantor, which consent shall not be unreasonably withheld or delayed.

The Easement is non-exclusive and Grantor reserves unto itself and its successors and assigns, the right to use and enjoy the Burdened Property at any and all times, including the right to construct and to maintain pipelines and telephone, telegraph and electric power poles and wire lines, over, under and across (but in such a way as will not unreasonably interfere with) said Easement.

The grant of the easement herein made is subject to all rights of the owners of the mineral estate upon which it is located and on the express condition that Grantor, its successors and assigns, shall not be liable to Grantee, its successors or assigns, for any damage occurring to the Grantee or for any other damage whatsoever occasioned by subsidence of the surface of said lands as a result of mining underneath the same or resulting in any other way from the removal of coal or any other minerals in or underlying the Burdened Property.

The Easement and other rights herein granted to Grantee are appurtenances to the Benefitted Property and may not be transferred, assigned, conveyed or encumbered except as an appurtenance to the Benefitted Property. The Benefitted Property shall constitute the dominant estate and the Burdened Property shall constitute the burdened estate.

The Easement and other rights herein granted to Grantee are in addition to the rights granted under that certain Warranty Deed dated March 12, 1970, in which William Wagstaff, David Wagstaff, Amy Wagstaff, Joseph Pierce, and Stella Pierce appear as grantor and Joseph Pierce and Stella Pierce appear as grantee, which Warranty Deed was recorded in the office of

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the County Recorder of Summit County, State of Utah on March 13, 1970 as Entry No. 110725, in Book M25, at Pages 208, et seq. (hereinafter the "Warranty Deed"). Neither the Easement nor the other rights herein granted to Grantee shall be merged into or replace any of the rights granted under the Warranty Deed.

Grantee, for itself, its successors or assigns, by the acceptance of this easement, agrees to indemnify and hold harmless Grantor, its heirs, successors or assigns, against and from any and all liability, loss, damage, claims, demands, actions, cause of action, costs and expenses of whatsoever nature, including Court costs and attorney's fees, which may result from property damage and personal injury to or death of persons whomsoever, when such personal injury, death, loss, destruction, or damage, grows out of or arises in a way whatsoever from, or arises because of, the use of the Easement by Grantee, except to the extent caused by the gross negligence or intentional act of Grantor or of their employees or agents.

WITNESS our hands this 3 day of August, 2001.

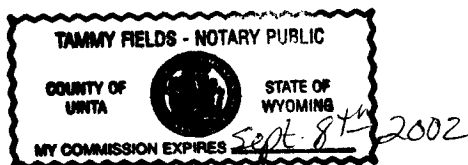
WAGSTAFF FAMILY, LIMITED
LIABILITY COMPANY, a Wyoming
limited liability company

By: Flora Wagstaff
Manager

ACKNOWLEDGMENT

STATE OF WYOMING)
)ss.
COUNTY OF UINTA)

The foregoing instrument was acknowledged to me this 3 day of August, 2001, by Flora Wagstaff, Manager of Wagstaff Family, Limited Liability Company, a Wyoming limited liability company, and duly acknowledged to me that she or he executed the same on behalf of said limited liability company.



Tammy Fields
NOTARY PUBLIC

My Commission Expires:

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Exhibit "A"

An easement across the S1/2 of Section 1, T2N, R10E, S.L.B.&M., Summit County, Utah, said easement being 60.00 feet wide, 30.00 feet on each side of the following described centerline:

BEGINNING at a point on the West line of said Section 1, N 00°12'54" E, 735.00 feet from the Southwest corner thereof;
thence S 81°09'22" E, 431.52 feet;
thence N 86°25'12" E, 253.36 feet;
thence N 70°26'33" E, 215.58 feet;
thence N 55°56'16" E, 191.38 feet;
thence N 65°19'09" E, 201.07 feet;
thence N 70°59'33" E, 227.82 feet;
thence N 76°32'07" E, 637.38 feet;
thence N 82°48'26" E, 1012.04 feet;
thence N 87°52'48" E, 153.41 feet;
thence S 83°34'21" E, 954.99 feet;
thence S 76°52'20" E, 216.73 feet;
thence S 68°49'36" E, 207.38 feet;
thence S 74°46'07" E, 291.53 feet;
thence S 68°23'17" E, 416.57 feet to the East line of said Section 1 at a point N 00°03'00"W, 853.75 feet from the Southeast corner thereof.

Said easement being 5410.76 feet, more or less, in length.

SS-2038

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Exhibit "B"

That certain real property located in Summit County, State of Utah, and more particularly described as follows:

Township 3 North, Range 10 East, Salt Lake Base and Meridian:

Section 35: All SS - 2161
Section 36: W1/2W1/2 SS - 2162-A

Township 2 North, Range 10 East, Salt Lake Base and Meridian:

Section 2: All SS - 2038

EXCEPTING therefrom part of the W1/2 of said Section 2 described as follows:
Commencing at the South Quarter Section Corner of said section and running
thence West 40 chains; thence North 80 chains, more or less, to the Northwest
corner of Section 2; thence Southeasterly to the point of beginning.

Section 11: SS - 2050 -A

Beginning at the North Quarter Section Corner of Section 11; thence East 40 chains;
thence South 40 chains; thence West 20 chains; thence North 20 chains; thence West 10
chains; thence Northwesterly 22 chains, more or less, to the point of beginning.

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