

9711120
5/2/2006 9:10:00 AM \$46.00
Book - 9288 Pg - 6364-6376
Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 13 P.

When Recorded, return to:
John Worthen, CFO
Arlin Geophysical Company
Address : 4485 Abinadi Road
Salt Lake City, Utah 84124

EMERGENCY VEHICLE LICENSE AGREEMENT

This Emergency Vehicle License Agreement is dated this 26th day of April, 2006, by and between The Bluffs at Herriman Springs, LLC, a Utah limited liability company ("The Bluffs"), and Arlin Geophysical Co., a Utah corporation ("Arlin"). The Bluffs and Arlin are referred to collectively herein as the "Parties."

Recitals:

A. The parties are adjoining landowners in Salt Lake County, Utah. The Bluffs is the owner of the real property described on Exhibit A attached hereto (the "Bluffs Property"); and Arlin is the owner of the real property described on Exhibit B attached hereto (the "Deer Island Property"). The Parties desire to cooperate with each other in the use and development of their respective properties as provided herein.

B. Arlin has requested, and The Bluffs is willing to grant, a limited right of access for emergency vehicles across a portion of The Bluffs Property, which access is intended to connect to a similar right of access to be granted by the Bureau of Land Management to Arlin by agreement (the "BLM Agreement").

Now therefore, in consideration of the foregoing, the Parties agree as follows:

- 1. Grant of License.** The Bluffs hereby grants to Arlin and its successors and assigns with respect to the Deer Island Property, a non-exclusive access license, 20 feet in width (the "Access License"), for ingress and egress of emergency vehicles, including fire, police and ambulance, for emergency and other official purposes requiring access to the Bluffs Property and/or the Deer Island Property from a dedicated road known as 6600 West. Subject to the provisions of Section 2 hereof, the Access License shall be located on that portion of the Bluffs Property delineated as a jeep trail and as shown on that certain ALTA survey dated December 14, 2004 and produced by McNeil Engineering and Land Survey.
- 2. Reserved Relocation and Other Rights.** The license granted hereby shall be a floating license, and The Bluffs reserves the exclusive right, in The Bluffs's sole and absolute discretion, to alter the course or otherwise change in any way the location of the Access License at any time and from time to time in such manner as The Bluffs, in its sole and absolute discretion, may determine, provided the access point connects to the access point under the BLM Agreement. The Bluffs also reserves the right to use the Access Area for any and all purposes that do not unreasonably interfere with the use thereof by Arlin, its successors and assigns in interest in the Deer Island Property, for the purposes herein specified
- 3. Term of License.** The Access License granted in this Agreement shall terminate on the earlier to occur of: (a) the date which is twenty[20] years from the date of this Agreement; (b) the establishment of alternate means of emergency access to the Deer Island Property and the Bluffs Property, as deemed

acceptable to the respective owners of the Deer Island Property and the Bluffs Property, by easement, dedication of public roads, or other means satisfactory to them; or (c) Arlin's notice to The Bluffs that Arlin no longer requires the Access License. 3. Indemnity. Arlin shall indemnify and save The Bluffs harmless from and against any and all injury to the Bluffs Property, losses, costs, damages, expenses, liabilities, demands and causes of action and any expenses incident to the defense thereof incurred by The Bluffs arising as a result of the exercise, use or enjoyment of the licenses granted herein for the benefit of Arlin. Without limiting the foregoing, Arlin shall maintain the Access Area in good order, condition and repair and shall implement, where reasonably necessary, erosion control measures.

4. Miscellaneous Provisions.

(a) This Agreement constitutes the entire understanding and agreement concerning the easements granted herein, and any and all prior agreements, understanding or representations are hereby terminated and canceled in their entirety and are of no force and effect. Any amendment to this Agreement must be in writing.

(b) This Agreement shall be construed in accordance with the laws of the State of Utah.

(c) Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the Bluffs Property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein.

(d) This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, representatives, successors and assigns. (e) In the event of a dispute arising from the Agreement, the prevailing party shall be entitled to its reasonable attorney's fees.

DATED as of the day and year first written above.

The Bluffs at Herriman Springs, LLC, a Utah limited liability company

By: Mountain West Capital, LLC, Manager

By: 
Jeffrey H. Bernson, Manager

Arlin Geophysical Co., a Utah corporation

By: 
Its: Laura Olson, President

STATE OF UTAH)

: ss.

COUNTY OF)

The foregoing instrument was acknowledged before me this ^{7th} ~~26th~~ day of ^{May} ~~April~~, 2006, by Jeffrey H. Bernson, Manager of Mountain West Capital, LLC, the manager of The Bluffs at Herriman Springs,

LLC, a Utah limited liability company.

Marlisa Bouck
NOTARY PUBLIC

STATE OF UTAH)

: ss.

COUNTY OF)



The foregoing instrument was acknowledged before me this 26 day of April, 2006, by Laura D. Olson, as the President of Arlin Geophysical Co., a Utah corporation.

Todd A. Darrington
NOTARY PUBLIC



3533588_1.DOC

STATE OF UTAH, County of SALT LAKE) ss.

On this date, MAY 1, 2006, personally appeared before me JEFFREY H. BERNSON, who being by me duly sworn did say that he is a MANAGER OF MOUNTAIN WEST CAPITAL, LLC, THE MANAGER OF THE BLUFFS AT HERRIMAN SPRINGS, LLC, A UTAH LIMITED LIABILITY COMPANY the limited liability company that executed the above and foregoing instrument and that said instrument was signed on behalf of said company by authority of its by-laws (or by authority of a resolution of its board of managers/members) and said JEFFREY H. BERNSON acknowledged to me that said limited liability company executed same.


Notary Public

My commission expires:
Residing in:

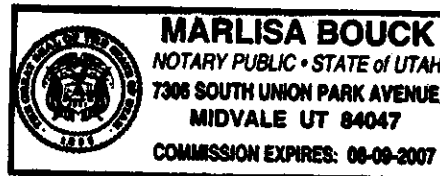


EXHIBIT A

Order Number: 04040601

PARCEL 1:

The East half of the Northeast quarter of the Northwest quarter and the North half of the Northeast quarter of Section 22, Township 4 South, Range 2 West, Salt Lake Base and Meridian.

PARCEL 2:

Lot 6 of Section 22, Township 4 South, Range 2 West, Salt Lake Base and Meridian.

LESS AND EXCEPTING THE FOLLOWING:

Beginning at a point South 00 deg. 45'04" West 2702.78 feet from the Northwest corner of Section 22, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence East 660.02 feet; thence South 00 deg. 19'06" West 660 feet; thence West 660.02 feet; thence North 00 deg. 19'06" East 660 feet to the point of beginning.

PARCEL 3:

Beginning at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 22, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence East 1320.00 feet, more or less, along the quarter/quarter section line to the Northeast corner of said Southwest quarter of the Northwest quarter; thence East 231.00 feet, more or less, along the North line of the Southeast quarter of the Northwest quarter; thence South 1320.00 feet, more or less, to the South line of the Northwest quarter; thence West 891.00 feet, more or less, along the South line of the Northwest quarter; thence North 330.00 feet; thence West 660.00 feet, more or less, to the West line of said Section 22; thence North along said Section line 990.00 feet, more or less, to the point of beginning.

PARCEL 4:

Beginning at the Northwest corner of Section 22, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 1320 feet; thence East 1551 feet to the point of beginning; thence South 1320 feet to the North border of GL#7; thence East 165 feet; thence North 1320 feet; thence West 165 feet to the point of beginning.

Continued on next page

PARCEL 5:

Beginning at a point which is South 1320 feet and East 2145 feet from the Northwest corner of Section 22, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 1320 feet; thence East 1815 feet; thence North 1320 feet; thence West 1815 feet, more or less, to the point of beginning.

ALSO:

Lots 7 through 9 of said Section.

ALSO:

Beginning at a point which is East 1716 feet from the West quarter corner of Section 22, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 1320 feet; thence East 429 feet; thence South 1320 feet; thence West 429 feet, more or less, to the point of beginning.

PARCEL 6:

THE ABOVE FIVE PARCELS ARE TOGETHER WITH:

Rights of way as set forth in that certain Reciprocal Easement recorded January 9, 1975, as Entry No. 2676747, in Book 3760, at Page 236 of Official Records and any rights to use existing road rights of way to complete access to the above described property.

OVERALL AS-SURVEYED DESCRIPTION being further described as follows:

Beginning at a point which is South 89 deg. 51'37" East along section line 2016.47 feet from the Northwest corner of Section 22, Township 4 South Range 2 West, Salt Lake Base and Meridian; and running thence South 89 deg. 51'37" East along the North line of said Section 3360.79 feet to the Northeast quarter corner of said section; thence South 02 deg. 34'09" West along the East line of said section 1541.59 feet to a Southeasterly corner of Government Lot 9, said section, said point also being on the Northeasterly boundary of the Fort Crittenden Military Reservation as described from the original BLM NOTES, and a survey called "MAP" of boundary line between Salt Lake County and Utah County" prepared by J. Kenneth Thayn (Salt Lake County Surveyor) dated April 1, 1943; thence Southwesterly along said North line and section line the following seven (7) calls: South

Continued on next page

Continuation of Exhibit A
Order Number: 04040601

40 deg. 08'42" West 1624.73 feet; South 77 deg. 44'04" West 216.00 feet; South 77 deg. 35'03" West 1293.00 feet; South 68 deg. 10'17" West 182.59 feet; South 68 deg. 10'17" West 1195.98 feet; South 66 deg. 13'10" West 626.80 feet; South 15 deg. 33'45" West 405.14 feet; South 48 deg. 43'27" West 1097.47 feet to the Southwest corner of said section; thence North along the West line of said Section 22, Township 4 South, Range 2 West, Salt Lake Base and Meridian 1635.85 feet; thence South 89 deg. 51'37" East 660.02 feet; thence North 660.00 feet; thence North 89 deg. 51'37" West 660.02 feet to the West line of said Section; thence North 38.76 feet to the West quarter corner of said section; thence South 89 deg. 51'37" East along quarter section line 660.00 feet; thence North 330.00 feet; thence North 89 deg. 51'37" West 660.00 feet to the West line of said section; thence North along section line 1002.01 to the Northwest corner of the Southwest quarter of the Northwest quarter; thence South 89 deg. 51'37" East along the 1/16 section line 1994.07 feet; thence North 00 deg. 57'49" East 1332.14 feet to the point of beginning.

32-22-100-018
32-22-200-002
32-22-100-024
32-22-100-027
32-22-200-012
32-22-200-003

EXHIBIT D

Legal Description of BHS Easement

EXHIBIT B

Order Number: 04038324F

The West half of the East half of the Southwest quarter of
Section 11, Township 4 South, Range 2 West, Salt Lake Base and
Meridian.

EXHIBIT B

Order Number: 05043568B

PARCEL 1:

The Southwest quarter of the Southwest quarter of Section 11, Township 4 South, Range 2 West, Salt Lake Base and Meridian.

ALSO:

The West half of the Northwest quarter of the Southwest quarter of Section 11, Township 4 South, Range 2 West, Salt Lake Base and Meridian.

EXCEPTING AND RESERVING all oil, gas, and other minerals of every kind and description underlying the surface of the subject property.

PARCEL 2:

The Southwest quarter of the Northeast quarter of the Southeast quarter of Section 10, Township 4 South, Range 2 West, Salt Lake Base and Meridian.

EXCEPTING AND RESERVING all oil, gas, and other minerals of every kind and description underlying the surface of the subject property.

PARCEL 3:

The East half of the Northeast quarter of the Southeast quarter of Section 10, Township 4 South, Range 2 West, Salt Lake Base and Meridian.

EXCEPTING AND RESERVING all oil, gas, and other minerals of every kind and description underlying the surface of the subject property.

EXHIBIT B

Order Number: 05043567B

Beginning at the Southeast corner of Section 10, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00 deg. 00'45" West along the section line 1326.41 feet to a point on the North line of the South half of the Southeast quarter of said Section 10; thence North 89 deg. 43'26" West 810.00 feet along said Northerly line; thence South 08 deg. 27'21" East 803.610 feet; thence South 00 deg. 00'45" East 532.810 feet, more or less, to the section line; thence South 89 deg. 46'57" East 692.00 feet along the section line to the point of beginning.

EXHIBIT B

Order Number: 05043569B

The East half of the Northwest quarter of the Southwest quarter of Section 11, Township 4 South, Range 2 West, Salt Lake Base and Meridian.

EXCEPTING THEREFROM all oil, gas and minerals and any rights appurtenant thereto.

EXHIBIT B

Order Number: 05043557B

The West half of Section 14, Township 4 South, Range 2 West,
Salt Lake Base and Meridian.

EXCLUDING THEREFROM that portion of the Military Reservation
and any property lying in Utah County.