

UTILITY AND ACCESS EASEMENT AGREEMENT

This Utility and Access Easement Agreement is entered into between Lorica, LLC, a Utah limited liability company, 719 North Buffalo Drive, Saratoga Springs, Utah (Lorica), R. Frank Barnes and Susan L. Barnes, husband and wife, 3543 Wing Point Drive, Magna, UT 84044 (Barnes), and Susan B. Weiler and Michael R. Weiler, wife and husband, 5 Swallow Wood Lane, Sandy, UT 84092 (Weiler) and pertains to the purchase by Lorica of certain real property located at 8039 South Old Prospect Avenue, Brighton, Utah, more particularly described below:

See Attachment "A" attached.

WHEREAS it is the intent of the parties to allow Lorica to purchase said real property without concern over any historical claim or belief regarding any access or easement rights, except as herein granted and,

WHEREAS it is the intent of the parties for Lorica to create an easement to allow ingress, egress and utility rights so the Weiler may have access and the ability to bring in utilities for the development of their Grand Avenue Lot. It is also the intent for Lorica to create a new water line easement to be held by Barnes to allow a single service water line for Barnes. The Barnes property is more particularly described in Exhibit "C".

WHEREAS it is the intent of the parties to solve a current water line issue in such a way as to ensure a continuous water line connection to Barnes by the use of a temporary water line easement until a new permanent water line easement is recorded. The cost for Barnes new water line and water line connection will be the responsibility of Lorica and Weiler.

THEREFORE, the parties agree and stipulate as follows:

1. Lorica will, as part of his negotiations with Salt Lake County regarding the improvement of the real property described above, place an easement in the real property to allow ingress, egress and utility rights for the benefit of the parties. The final location and description of the easement is subject to approval by the county pursuant to the Salt Lake County Foothills and Canyons Overlay Zone and all Salt Lake County requirements for the future development of the Grand Avenue Lot. The new utility easement for the Grand Avenue Lot and for the Barnes water line easement will be recorded as part of the approved Lorica Building Site Plan.

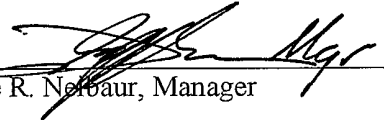
2. Lorica and Weiler will pay all costs to bring water, sewer, telephone and electric power in the easement described above to the location of Lorica's choosing. Lorica then can tie his single service utilities into the easement at his expense. Weiler may also tie their single service utilities into the easement at Weiler's expense. The estimated cost to install the shared utilities in the above easement will be \$20,000. Weiler will place the funds in escrow at time of closing to be used to pay 50% of actual shared utility installation expense. Funds are to be disbursed from escrow to Lorica will be based on 50% of Lorica's actual costs of installing the shared utilities. Weiler's commitment to share utility installation expense with Lorica is capped at the \$10,000 amount placed in escrow. Weiler will only be required to share proportionately in the repair or/and maintenance of the shared utilities during and after Weiler's Grand Avenue Lot is developed. Barnes and Lorica will share proportionately in the repair and/or maintenance of the water line beginning when the real property purchased by Lorica is developed.
3. Any unused escrow funds not used for the actual shared utility installation expense within three years will be returned to Weiler. Any additional shared utility installation expense will be the responsibility of Lorica and not Weiler. Lorica will be responsible to pay the cost of Barnes' water line and connection to where it intersects with Barnes' existing water line on their property line. Barnes will not be required to make any payment for the installation of the water line. Until the water line is brought to Barnes in a water line easement as described above, Barnes will have permission from Lorica to continue to use the temporary water line on the subject real property as it currently exists.
4. For the consideration above, as well as payment of ten dollars, the receipt of which is acknowledged, and except for those rights described above, Barnes and Weiler hereby release any and all ingress, egress or other access or water easement rights, claims, or interests they may have regarding the above-described real property, including, but not limited to that certain old dirt road which meanders through the real property as shown on the drawing found on attachment "B" attached, and the temporary water line currently in use by Barnes, discussed above.
5. This agreement contains all of the terms and conditions between the parties and extinguishes any prior negotiations or oral agreements. This agreement may only be amended in writing signed by each party.

6. This agreement runs with the land described above and the rights and obligations therein shall continue with any future owner, assign, or heir.

DATED this 30th day of October, 2012

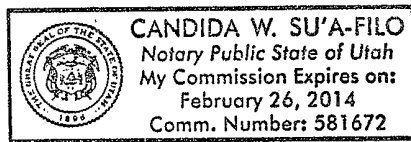
Lorica, LLC, a Utah limited liability company


By:


Dale R. Neibaur, Manager

STATE OF UTAH)
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COUNTY OF UTAH)

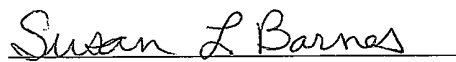
On this 30th day of October, 2012, before me, Candida W. Su'a-Filo, a notary public, personally appeared, **Dale R. Neibaur, Manager of Lorica, LLC, a Utah limited liability company**, personally known or proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same for and in behalf of Lorica, LLC, a Utah limited liability company. Witness my hand and official seal.




Notary Public

DATED this 21 day of October, 2012

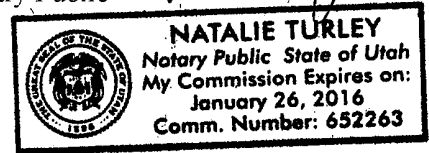

R. Frank Barnes


Susan L. Barnes

STATE OF UTAH)
)
)
COUNTY OF SALT LAKE)

On this 29 day of October, 2012, before me, Natalie Turley, a notary public, personally appeared, **R. Frank Barnes and Susan L. Barnes**, personally known or proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged they executed the same. Witness my hand and official seal.

Natalie Turley
Notary Public



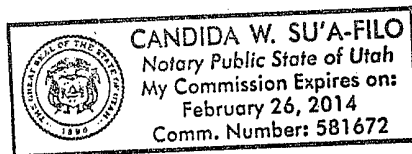
DATED this 30th day of October, 2012

Susan B Weiler
Susan B. Weiler

Michael R Weiler
Michael R. Weiler

STATE OF UTAH)
)
)
COUNTY OF SALT LAKE)

On this 30th day of October, 2012, before me, Candida W. Su'a-Filo, a notary public, personally appeared, **Susan B. Weiler and Michael R. Weiler**, personally known or proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged they executed the same. Witness my hand and official seal.



Candida W. Su'a-Filo
Notary Public

Order No.: 5-077259

EXHIBIT "A"

LEGAL DESCRIPTION

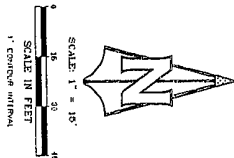
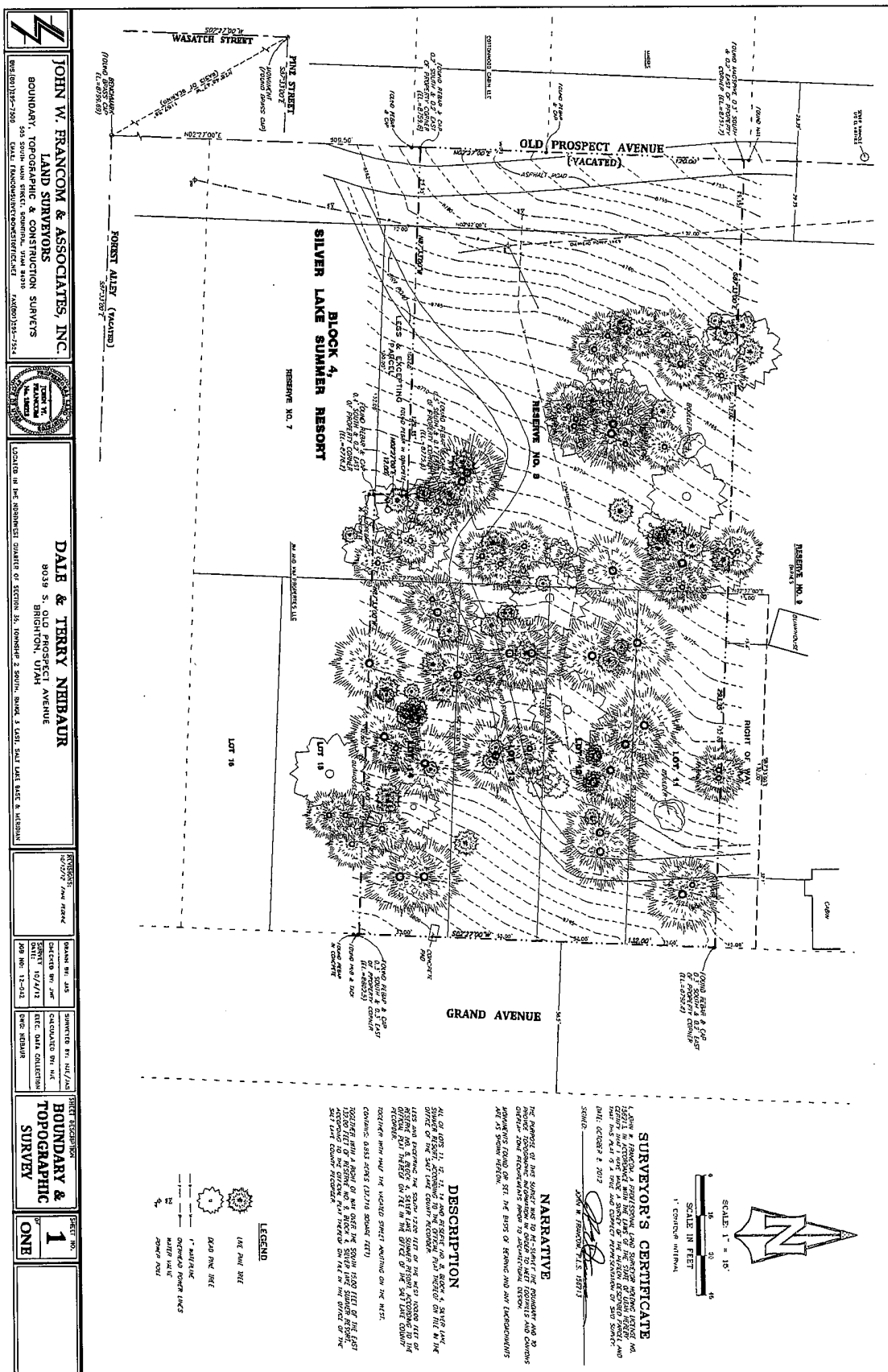
All of Lots 11, 12, 13, and 14, and Reserve 8, Block 4, Silver Lake Summer Resort, according to the official plat thereof, recorded October 2, 1890 at 12:00 p.m. as Entry No. 28333, in Book C, at Page 57, of the Salt Lake County Records.

Less and Excepting therefrom the South 12.00 feet of the West 100.00 feet of said Reserve 8.

Together with the East half of the vacated portion of Prospect Avenue abutting on the West.

Parcel No.: 24-35-177-075

EXHIBIT "B"



SURVEYOR'S CERTIFICATE
 I, JOHN W. FRANCOM, do hereby certify that the above described plat was prepared and reduced to scale by me or under my direct supervision and that the same is a true and correct representation of said survey.
 DATE: OCTOBER 2, 2012
 JOHN W. FRANCOM, T.L.S. 19873

NARRATIVE
 THE PURPOSE OF THIS SURVEY WAS TO RE-SPECIFY THE BOUNDARY AND TO REVEAL TOPOGRAPHIC INFORMATION IN ORDER TO ALLOW HOMEOWNERS AND OWNERS OF ADJACENT PROPERTY TO VISUALLY IDENTIFY THE BOUNDARY AND CORNERS OF THE PROPERTY. THE BOUNDARY WAS RE-SPECIFIED BY THE SURVEYOR AND THE CORNERS WERE RE-ESTABLISHED BY THE SURVEYOR AND THE BOUNDARY WAS RE-SPECIFIED BY THE SURVEYOR.

DESCRIPTION
 THE SURVEY WAS CONDUCTED ON THE 18TH OF OCTOBER, 2012. THE SURVEY WAS CONDUCTED BY JOHN W. FRANCOM, T.L.S. 19873. THE SURVEY WAS CONDUCTED IN THE PRESENCE OF THE HOMEOWNERS AND OWNERS OF ADJACENT PROPERTY. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1979. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1979. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1979.

- LEGEND**
- LIVE PINE TREE
 - DEAD PINE TREE
 - 1" DIAMETER WATER PIPE
 - 4" DIAMETER WATER PIPE

JOHN W. FRANCOM & ASSOCIATES, INC.
 BOUNDARY, TOPOGRAPHIC & CONSTRUCTION SURVEYS
 505 SOUTH MAIN STREET, SUITE 100, SALT LAKE CITY, UTAH 84143
 TEL: 801.487.7300 FAX: 801.487.7301



DALE & TERRY NEBAUR
 8039 S. OLD PROSPECT AVENUE
 BRIGHTON, UTAH
 CENTER IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 3 EAST, SALT LAKE & MERRILL

DATE: 10/2/12
 DRAWN BY: JWS
 CHECKED BY: JWF
 DATE: 10/2/12
 JOB NO.: 12-012

SWITCHED BY: JWF/JWS
 CALCULATED BY: JWF
 DATE: 10/2/12
 DATE: 10/2/12

BOUNDARY & TOPOGRAPHIC SURVEY

SHEET NO. 1 OF 1

Exhibit "C"

Barnes Property

All of Lots 9, 10, 39, 40, and Reserve 9, Block 4, Silver Lake Summer Resort, according to the official plat thereof, recorded October 02, 1890 at 12:00 pm as Entry 28333, in Book C, at Page 57 of the Salt Lake County Records.

Together with the east half of the vacated portion of Prospect Avenue abutting on the west.

Parcel No. 24-35-177-074