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 Book - 9967 Pg - 6196-6203
 Gary W. Ott
 Recorder, Salt Lake County, UT
 CORNERSTONE TITLE INS AGCY LLC
 BY: eCASH, DEPUTY - EF 8 P.

When recorded return to:
 Draper Land Development Company, LLC
 P.O. Box 1094
 Draper, Utah 84020

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made and entered into as of this 8th day of November 2011, by and between Pinnacle Point Offices II, LLC ("Grantor A") and Lillian M. Tafoya ("Grantor B") and Draper Land Development Company, LLC and The Christensen Law Firm, PLLC (collectively hereinafter referred to as "Grantees").

RECITALS

- A. WHEREAS, Grantees are the owners of a combined commercial parcel located at or about 11693 S. 700 E. and consisting of approximately 1.1 acres and which is now under Phase I construction of a professional office building as illustrated in Exhibit A attached hereto;
- B. WHEREAS, Grantors A and B own adjoining property and have previously constructed and installed a drainage connection and public easement associated therewith and which is connected and accessible to the neighboring property of Grantees. (Grantors' parcels are described in Exhibits B-1 and B-2 attached hereto).
- C. WHEREAS, Draper City has directed in the course of its review and approval of the site owned and controlled by Grantees that a new and additional drainage connection shall be established to the pre-existing line and public easement located on the Grantors' parcels and in favor of Grantees as provided herein;
- D. WHEREAS, Grantors A and B have agreed and do hereby create and grant a new and additional easement and connection in favor of Grantees;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. GRANT OF ACCESS EASEMENT. Grantors A and B hereby grant to Grantees a non-exclusive easement for Grantees' use, benefit, connection, ingress and egress over and across the property described more specifically in Exhibit C, which is attached hereto and incorporated herein by this reference. Grantee, its licensees, invitees, agents, representatives, assigns, successors and guests shall have the non-exclusive right to use the designated Easement for the purposes described herein and such other purposes as may be reasonably related thereto.
2. BINDING EFFECT. All of the easements, covenants, conditions and declarations contained herein, including the benefits and burdens, shall run with the land and shall benefit and bind the heirs, successors and assigns of the parties, and all current and future owners and tenants and affected parties involving the benefited and burdened parcels.

3. DURATION OF THE EASEMENT. The easements herein granted shall be perpetual and may be modified or canceled only upon the written consent of the Grantors and Grantees identified herein.
4. MAINTENANCE. Grantees shall be responsible for all maintenance and repairs of the Easement granted hereby.
5. MODIFICATION. This Agreement shall not be modified unless expressly agreed to in writing by Grantors and Grantees.
6. NOTICE. All notices, demands, requests and other communications required or desired to be given hereunder shall be in writing and shall be deemed delivered on the earlier of (i) posting of registered or certified mail, addressed to the addressee at its address set forth below or at such other address as such party may have specified by appropriate advance notice delivered in accordance with this Section, (ii) attempted delivery or refusal to accept delivery if sent by courier or other personal delivery service, or (iii) actual receipt by the addressee regardless of the method of delivery.

If to Grantor A:
Pinnacle Point Offices II, LLC
9980 S. 300 W. #310
Draper, UT 84020

If to Grantor B:
Lillian M. Tafoya
790 E. 11600 S.
Draper, UT 84020

If to Grantees:
Draper Land Development Company, LLC and
The Christensen Law Firm, PLLC
P.O. Box 1094
Draper, UT 84020

10. ATTORNEY'S FEES. If either party brings an action against the other party to enforce the terms hereof or to declare rights hereunder, the prevailing party shall be entitled to recover its attorney's fees and related costs from the non-prevailing party.

11. COUNTERPARTS. This Addendum may be executed in separate counterparts, each signature page of which shall be an original copy, all of which together, when attached to the body hereof, shall constitute one instrument, binding upon all parties hereto, notwithstanding that all of the parties shall not have signed the same counterparts.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first above written.

IN WITNESS WHEREOF, the undersigned Grantors and Grantees have executed this Agreement as of the day and year first above written.

GRANTOR A:

[Signature]
Its _____
Pinnacle Point Offices II, LLC

GRANTOR B:

[Signature]
Lillian M. Tafoya

GRANTEE:

[Signature]
LaVar Christensen, President
Draper Land Development Company, LLC

[Signature]
Kenneth L. Christensen
President, The Christensen Law Firm, PLLC

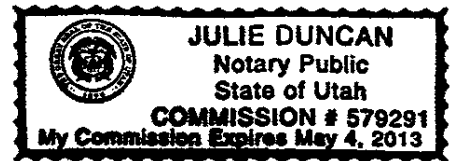
COURTESY RECORDING THIS DOCUMENT IS BEING RECORDED SOLELY AS A COURTESY AND ACCOMMODATION TO THE PARTIES NAMED THEREIN. CORNERSTONE TITLE INSURANCE AGENCY, LLC HEREBY EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OR THE CONTENT THEREOF

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On November 10, before me personally appeared Mark Hampton, to me personally known who, being by me duly sworn, did say that he/she executed the within instrument.

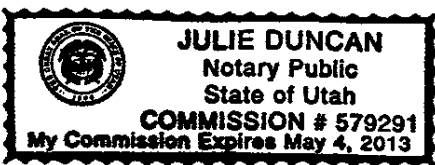
[Signature]
Notary Public

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)



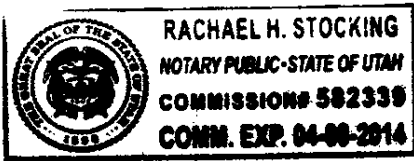
On November 8, 2011, before me personally appeared Lillian M. Tafoya, to me personally known who, being by me duly sworn, did say that she executed the within instrument.

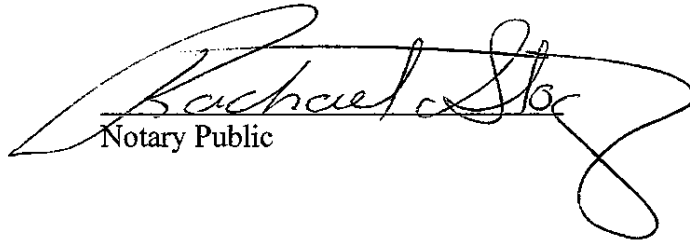
[Signature]
Notary Public



STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On 11/8/11, before me personally appeared LaVar Christensen, to me personally known who, being by me duly sworn, did say that they executed the within instrument.




Notary Public

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On 11/8/11, before me personally appeared Kenneth Christensen, to me personally known who, being by me duly sworn, did say that they executed the within instrument.



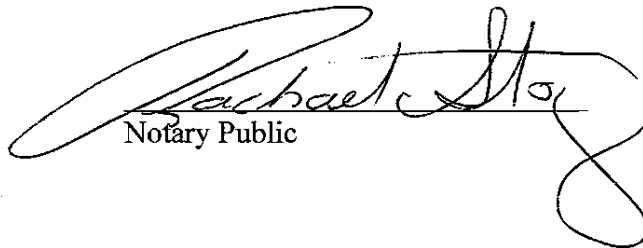
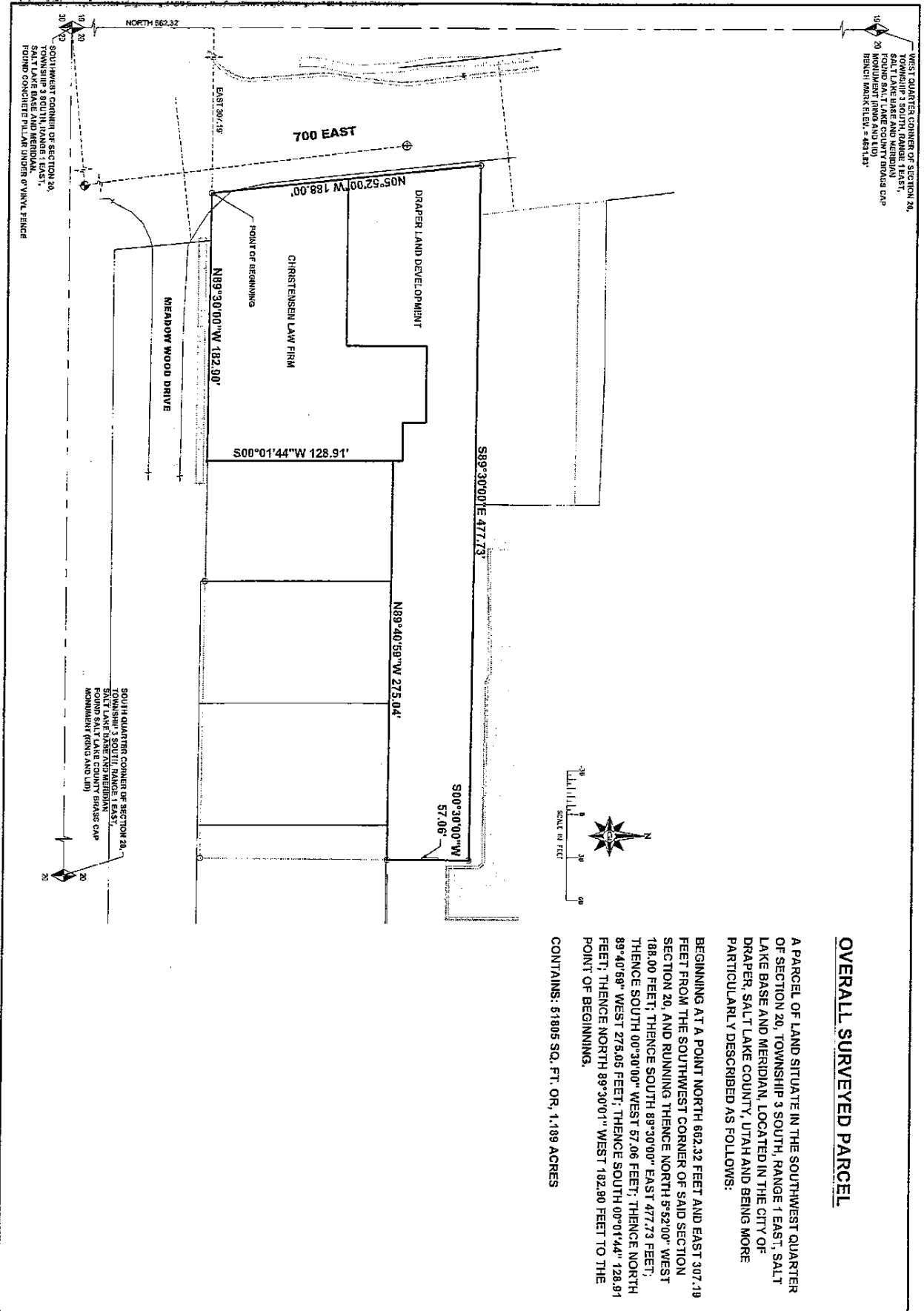

Notary Public

EXHIBIT A



OVERALL SURVEYED PARCELS EXHIBIT 11699 SOUTH 700 EAST DRAPER, UTAH <small>LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN</small>		DATE: APRIL 2, 2007 SURVEYOR: [Signature] CALCULATED BY: [Signature] CHECKED BY: [Signature]	SCALE: 1" = 400'
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EXHIBIT B-1

VTDI 28-20-352-046-0000	DIST 55	TOTAL ACRES	1.03
PINNACLE POINT OFFICES II LLC	TAX CLASS	UPDATE	REAL ESTATE 493500
		LEGAL	BUILDINGS 398600
% ROCKWORTH MGT		PRINT U	TOTAL VALUE 892100
9980 S 300 W # 310	NO:		
SANDY UT	84070372880	EDIT 1	FACTOR BYPASS
LOC: 11645 S 700 E	EDIT 0	BOOK 9082	PAGE 8199 DATE 01/12/2005
SUB: PINNACLE POINT			TYPE SUBD PLAT
09/08/2011 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY			
LOT 2, PINNACLE POINT SUBDIVISION. 9005-8612 9082-1042			

PFKEYS: 1=RXPH 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

EXHIBIT B-2

VTDI 28-20-352-047-0000	DIST 55	TOTAL ACRES	2.00
TAFOYA, LILLIAN M	TAX CLASS	UPDATE	REAL ESTATE 290690
		LEGAL	BUILDINGS 20300
		PRINT U	TOTAL VALUE 310990

790 E 11600 S NO:
DRAPER UT 84020939090 EDIT 0 FACTOR BYPASS
LOC: 790 E 11600 S EDIT 0 BOOK 9869 PAGE 9536 DATE 10/21/2010
SUB: SEC 20 TWNSHP 3S RNG 1E TYPE SECT PLAT

09/08/2011 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY

BEG W 330 FT FR NE COR OF SW 1/4 OF SW 1/4 SEC 20, T3S, R1E,
SLM; S 528 FT; W 165 FT; N 528 FT; E 165 FT TO BEG. 2.0 AC M
OR L. 2853-0132 4519-1461 4565-0629 5828-2150

PFKEYS: 1=RXPH 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

EXHIBIT C

Being located in the Southwest Quarter of Section 20, Township 3 South,
Range 1 East, SLB&M

An Eight (8') foot wide Storm Drain Easement, Centerline of said easement
being described as follows.

Beginning at a point on the West line of the Grantors' Property, said point
being located North 791.97 feet and East 825.03 feet from the Southwest
Quarter Corner of Section 20, (basis of bearing North 0°06'05" East from
Southwest quarter said Section 20 and the West quarter corner Section 20)
Thence South 89°57'16" East 10.0 feet to point of ending.

This description shall be sufficient and extended as may be reasonably
necessary to accomplish the purposes and intent of this granted easement
affecting the parcels described in the Agreement and all Exhibits thereto and
which are included herein and are subject hereto.