

WHEN RECORDED RETURN TO:
Graden P. Jackson
STRONG & HANNI
3 Triad Center, Suite 500
Salt Lake City, Utah 84103

E 2275626 B 4294 P 2525-2530
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
5/31/2007 4:01:00 PM
FEE \$32.00 Pgs: 6
DEP eCASH REC'D FOR STRONG & HANNI

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered in to this 24th day of May, 2007, between RED FLAME PROPERTIES, L.C., a Utah limited liability company ("Grantee"), and BEJET PROPERTIES, LLC, a Utah limited liability company ("Grantor").

RECITALS:

A. Grantor owns certain real property located in Davis County, State of Utah, and more particularly described as follows:

See Exhibit A attached hereto [{"Grantor's Property"}]

B. Grantee owns certain real property located in Davis County, State of Utah, and more particularly described as follows:

See Exhibit B attached hereto [{"Grantee's Property"}]

C. The parties desire to create a non-exclusive, appurtenant easement in favor of Grantee over certain areas of Grantor's Property for ingress and egress to Grantee's Property according to the terms and conditions hereinafter set forth.

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

1. Grant of Easement. Grantor hereby grants to Grantee, its agents and representatives, a non-exclusive and appurtenant easement for access over Grantor's Property for ingress to and egress from Grantee's Property.
2. Grant Restrictions. The easement granted in Section 1 (the "Easement") is restricted as follows:
 - a. Easement Benefit. The Easement is granted solely for the use of Grantee, its agents and representatives, and for the benefit of its members and tenants which operate business enterprises on Grantee's Property.
 - b. Limitation. The Easement granted herein is limited to access over Grantor's Property for ingress to and egress from Grantee's Property. Grantee agrees

06-051-0166, 06-122-0013, 06-051-0163, 06-122-0012, 06-051-0165, 06-122-0011, 06-122-0010, 06-122-0018, 06-122-0017, 06-122-0016, 06-122-0015, 06-122-0014, 06-051-0121, 06-051-0110, 06-051-0164

that, during the term of this Easement, Grantor's Property shall not be used for daily parking of passenger vehicles.

- c. Expense and Liability. Grantee agrees to hold harmless, indemnify, and defend Grantor and its successors in interest in Grantor's Property, and to repair all damage, relating to use of the Easement by Grantee and those entering upon Grantor's Property by authority of the Easement.
- d. Width; Location. The Easement granted herein is a twenty (20) foot wide easement over such areas of Grantor's Property as may from time-to-time be designated as driveways by Grantor or its successors in interest. Grantor and its successors in interest shall have the right to relocate the Easement to correspond with the driveways from time to time located upon Grantor's Property, provided that any relocation does not materially alter or affect Grantee's rights hereunder.
- e. Vehicle Restrictions. The Easement shall not be used by vehicles that could, through normal operation, damage Grantor's Property.

3. Miscellaneous.

- a. Supersedes. This Agreement and the Easements granted herein supersedes and replaces any existing easement rights held by Grantee against Grantor's Property.
- b. Non-Waiver. Failure to enforce the provisions of any limitation, restriction, covenant, condition, obligation, or charge of this Agreement shall not constitute a waiver of any right to enforce any such provision.
- c. No Assignment by Grantee. Grantee may not transfer or otherwise assign any of its rights or interest granted under this Agreement unless accompanied by the transfer or sale of all or any portion of Grantee's Property benefiting from Grantee's rights hereunder. Any purported assignment that does not comply with this provision shall be null and void and shall entitle Grantor to terminate this Agreement and the Easements hereby granted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

GRANTEE

GRANTOR

RED FLAME PROPERTIES, L.C., a Utah limited liability company,

BEJET PROPERTIES, LLC, a Utah limited liability company,

By: Cori B. Jackson
Its: Manager

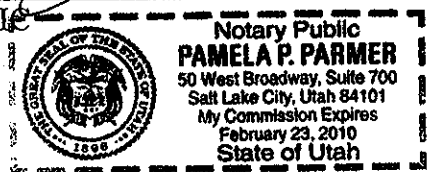
By: Denise Ellis
Its: Manager

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 24th day of May, 2007 personally appeared before me Cori B. Jackson, who duly acknowledged to me that he executed the forgoing instrument as the Manager of RED FLAME PROPERTIES, L.C., a Utah limited liability company and that the easement was executed by authority of the limited liability company.

Pamela P. Parmer
NOTARY PUBLIC

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)



On this 10th day of May, 2007 personally appeared before me Denise Ellis, who duly acknowledged to me that he executed the forgoing instrument as the manager of BEJET PROPERTIES, LLC, a Utah limited liability company and that the easement was executed by authority of the limited liability company.

Graden P. Jackson
NOTARY PUBLIC

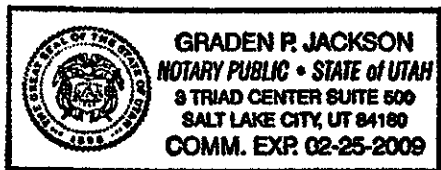


Exhibit A

Tax Serial No.	Legal Description
06-051-0166	BEG AT A PT N 89°58'52" W 844.07 FT & S 00°01'08" W 16.5 FT & S 01°06'05" E 352.519 FT & S 89°58'52" E 74.106 FT & S 89°58'52" E 255.534 FT & S 00°01'08" W 106.50 FT FR THE E 1/4 COR OF SEC 25-T2N-R1W, WH PT IS ALSO 7.69 CHS W & 5.84 CHS S & S 90 FT FR SE COR OF NE 1/4 OF SEC 25, RUN TH S 53.72 FT, MOL, TO THE N LINE OF 1350 S STR WH PT IS ON THE N LINE OF WD 661881, RUN TH S 89°53'52" E ALG SD N LINE 120 FT TO A PT ON THE W LINE OF A WD 1312766; TH N 00°38'10" E 54.02 FT, MOL, TO A PT WH IS 7.69 CHS W & 5.84 CHS S & 120 FT E & S 90 FT FR THE SE COR OF THE NE 1/4 OF SEC 25, RUN TH W 120 FT TO POB. CONT. 0.15 ACRES
06-051-0163	BEG AT A PT WH IS N 89°58'52" W ALG THE 1/4 SEC LINE 180.97 FT TO THE W LINE OF 500 W STR & S 0°00'05" E ALG SD STR 362.53 FT FR THE E 1/4 COR OF SEC 25-T2N-R1W, SLM; & RUN TH S 0°00'05" E 177.00 FT, MOL, TO THE N LINE OF 1350 S STR; TH N 89°53'52" W 204.80 FT TO THE PROJECTION OF A US GOV PPTY FENCE LINE; TH N 0°38'10" E 177.33 FT ALG SD FENCE LINE & FENCE LINE EXTENDED TO A PT N 89°53'30" W OF THE POB; TH S 89°53'30" W TO THE POB, TH S 89°53'30" E 202.83 FT TO THE POB. CONT. 0.83 ACRES
06-051-0165	BEG AT A PT ON THE W LINE OF A HWY, 40 FT W OF THE CENTER LINE THEREOF, AT A PT N 89°58'52" W 180.15 FT ALG THE 1/4 SEC LINE TO THE W LINE OF SD HWY & S 0°01'31" W 385.40 FT ALG SD HWY FR THE E 1/4 COR OF SEC 25-T2N-R1W, SLM; & RUN TH S 0°00'05" E 90.0 FT, TH E 18.84 FT; TH N 90 FT, TH W 18.84 FT TO THE POB. CONT. 0.04 ACRES
06-122-0018	ALL OF LOT 18, BEEHIVE ACRES AMENDED COMMERCIAL SUB. CONT. 0.96 ACRES
06-122-0017	ALL OF LOT 17, BEEHIVE ACRES AMENDED COMMERCIAL SUB. CONT. 0.096 ACRES
06-122-0016	ALL OF LOT 16, BEEHIVE ACRES AMENDED COMMERCIAL SUB. CONT. 0.097 ACRES
06-122-0015	ALL OF LOT 15, BEEHIVE ACRES AMENDED COMMERCIAL SUB. CONT. 0.098 ACRES
06-122-0014	ALL OF LOT 14, BEEHIVE ACRES AMENDED COMMERCIAL SUB. CONT. 0.098 ACRES
06-122-0013	ALL OF LOT 13, BEEHIVE ACRES AMENDED COMMERCIAL SUB. CONT. 0.099 ACRES
06-122-0012	ALL OF LOT 12, BEEHIVE ACRES AMENDED COMMERCIAL SUB. CONT. 0.100 ACRES

06-122-0011	ALL OF LOT 11, BEEHIVE ACRES AMENDED COMMERCIAL SUB. CONT. 0.101 ACRES
06-122-0010	ALL OF LOT 10, BEEHIVE ACRES AMENDED COMMERCIAL SUB. CONT. 0.101 ACRES

Exhibit B

Tax Serial No.	Legal Description
06-051-0164	BEG AT A PT WH IS N 89°58'52" W ALG THE 1/4 SEC LINE 180.97 FT TO THE W LINE OF 500 W STR & S 0°00'05" E 382.53 FT (368.53 FT) & N 89°53'30" W 132.00 FT FR THE E 1/4 COR OF SEC 25-T2N-R1W, SLM; & RUN TH N 89°53'30" W 70.83 FT, TH S 0°38'10" W 15.61 FT TO A US GOVERNMENT PPTY FENCE; TH N 89°59' W 123.70 FT; TH N 0°01'08" E 17.39 FT; TH S 89°33'10" E 26.70 FT; TH N 0°00'06" W 73.58 FT; TH S 89°53'30" E 168.00 FT; TH S 0°00'05" E 75.00 FT TO THE POB. CONT. 0.335 ACRES
06-051-0110	BEG AT A PT N 89°58'52" W 844.070 FT & S 00°01'08" W 16.50 FT & S 01°06'05" E 352.519 FT & S 89°58'52"E 74.106 FT FR THE E 1/4 COR OF SEC 25, T2N-R1W SLM: TH S 89°58'52" E 255.534 FT, TH S 0°01'08" W 160.22 FT, TH N 89°58'52"W 255.534 FT TH N 0°01'52" W 160.22 FT TO THE POB. CONT. 0.94 ACRES
06-051-0121	BEG AT A PT N 89°58'52" W 844.070 FT & S 0°01'08" W 16.50 FT & S 01°06'05" E 352.519 FT FR THE E 1/4 COR OF SEC 25-T2N-R1W, SLM; & RUN TH S 89°58'52" E 74.106 FT; TH S 0°01'52" E 160.22 FT; TH N 89°33'40" W 129.66 FT; TH N 0°58'32" E 166.53 FT; TH S 89°45'13" E 55.65 FT TO A PT N 0°06'05" W OF THE POB; TH S 01°06'05" E 8.7 FT M/L TO THE POB. CONT. 0.49 ACRES