

When recorded mail to:
Brad Barber
Members First Credit Union
120 East 1000 South
Brigham City, UT 84302

Ent 238417 Bk 988 Pg 302
Date 26-Dec-2006 1:05PM Fee \$28.00
LuAnn Adams - Filed By dl
Box Elder Co., UT
For CACHE TITLE CO

05-180-0053

DECLARATION
OF
EASEMENT

THIS DECLARATION OF EASEMENT ("Declaration") is made and entered into this 15 day of December, 20 06 by JF Squared LLC and Jeffrey K. Fullmer ("Declarants").

RECITALS

WHEREAS, Declarants own those certain parcels of real property located in Tremonton, Box Elder County, Utah, as more particularly described and outlined on attached Exhibit "A" ("Parcel A"); and

WHEREAS, Members First Credit Union owns (or is purchasing) that certain real property located contiguous to the North and to the East of the Declarants' property in Tremonton, Box Elder County, Utah ("Parcel B") adjacent to Parcel A, as more particularly described as outlined in attached Exhibit "A"; and

WHEREAS, for the benefit of Parcel B, Declarants desire to provide for a nonexclusive and perpetual access easement to allow for truck and vehicle ingress and egress from Main Street (State route 102) and from 1000 West Street across Parcel A, together with all necessary accessories and appurtenances thereto, as more particularly described and outlined in attached Exhibit "B" (the "Easement Property").

DECLARATION

DECLARANTS HEREBY GRANT AND DECLARE that Parcel A (the "Subject Property") shall henceforth be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to an easement (the "Easement"), as set forth in this Declaration, which is created for the benefit of Parcel B. This Declaration (i) is intended to, and shall in all cases, run with the title of the land, and be a benefit and a burden and binding upon the successors, assigns, heirs, lien holders, and any other person(s) holding any interest in Parcel B, and (ii) shall be binding upon the Declarants as well as its successors in interest, and may be enforced by Members First Credit Union and/or by its successor(s) in interest.

TERMS

1. **Purpose and Scope of Easement.** The Easement shall be for the purposes of ingress and egress from Main Street (SR 102) and from 1000 West Street to Parcel B. The Easement shall be a nonexclusive, perpetual easement and right-of-way, together with all necessary accessories and appurtenances thereto, shall run across the Easement Property, and, further, from and after the execution hereof, Parcel B shall be benefited by, and Parcel A shall be burdened by, the Easement. Exclusive use of the Easement Property is not hereby declared, and the use of the Easement Property in common with successive owners of Parcel A is expressly reserved by Declarant.

2. **Restrictions on Improvements.** The Easement Property may be improved by the owners of Parcel B with asphalt and provide for the smooth and orderly movement of vehicles from the driveways on Main Street (SR 102) and 1000 West Street onto Parcel B. Parcel A and Parcel B shall share in the cost of maintenance for the Easement Property and no structures, fences or barriers of any kind shall be constructed to restrict the movement of trucks and vehicles from the driveway to Parcel B.

3. **Non-waiver.** The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

4. **Choice of Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Utah. This Declaration shall be recorded in the official real estate records of Box Elder County, Utah.

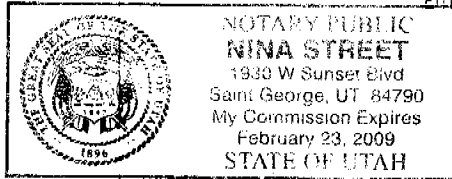
5. **Recitals.** The recitals set forth above, together with the exhibits attached hereto, are incorporated in and made an integral part of this Declaration by this reference.

6. **Severability.** In the event that any provision of this Declaration shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Declaration.

DATED as of the date first above written.

JF Squared LLC, a Utah Limited Liability company

By 
William Kay Fullmer, manager



STATE OF UTAH)

County of Washington)

The foregoing instrument was acknowledged before me on the 15 day of December, 2006, by William Kay Fullmer, manager of JF Squared, LLC, a Utah Limited Liability company, the signer thereof.

Nina Street
Notary Public

Jeffrey K. Fullmer

STATE OF UTAH)

County of _____)

The foregoing instrument was acknowledged before me on the _____ day of _____, 20____, by Jeffrey K. Fullmer, the signer hereof.

Notary Public

12:14:2008 12:43 PM

2008/003

STATE OF TEXAS

County of _____

The foregoing instrument was acknowledged before me on the _____ day of _____ 20____ by William Kay Fullmer, manager of F Seward LLC, a then limited liability company, the signor thereof

Notary Public



STATE OF Texas

County of Tarrant

The foregoing instrument was acknowledged before me on the 21ST day of December, 2006, by Jeffrey K. Fullmer, the signor hereof

Mary Ann Romanelli
Notary Public

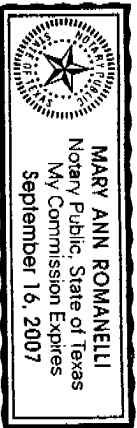


EXHIBIT A

Parcel A.

JF Squared LLC Parcels

05-180-0053

Part of the Northeast quarter of Section 9, Township 11 North, Range 3 West, SLB&M. Beginning at the intersection of the South right-of-way line of Main Street and the West right-of-way line of 1000 West Street located South 88°47'35" West 33.00 feet and South 00°57'48" East 35.00 feet from the Northeast corner of Section 9, Township 11 North, Range 3 West, SLB&M, and running thence South 00°58'48" East 324.00 feet along said West right-of-way line, thence South 88°47'35" West 396.50 feet, thence North 00°57'48" West 324.80 feet to said South right-of-way line, thence North 88°48'35" East 396.50 feet along said South right-of-way line to the point of beginning.

Less: Beginning at the intersection of the South right-of-way line of Main Street and the West right-of-way line of 1000 West Street located South 88°47'35" West 33.00 feet and South 00°57'48" East 35.00 feet from the Northeast corner of Section 9, Township 11 North, Range 3 West, SLB&M, and running thence South 00°57'48" East 230 feet along said right-of-way line, thence South 88°47'35" West 235.00 feet, thence North 00°57'48" West 230.00 feet to said South right-of-way line; thence North 88°47'35" East 235.00 feet along said South right-of-way line to point of beginning.

Less: Beginning at the intersection of the South right-of-way line of Main Street and West right-of-way line of 100 West Street located South 88°47'35" West 33.00 and South 00°57'48" East 265.00 feet from the Northeast quarter of the Section 9, Township 11 North, Range 3 West, SLB&M, and running thence South 88°47'35" West 235.00 feet, thence South 00°57'48" East 95 feet, thence North 88°47'35" East 235.00 feet to a point on the West line of 1000 West Street, and thence North 00°57'48" West 95 feet to the point of beginning.

✓ 05-180-0028

Beginning at a point 193 feet West and 359.8 feet South 00°20' West from the Northeast corner of Section 9, Township 11 North, Range 3 West, SLB&M, and running thence South 00°20' West 125.00 feet, thence West 236.5 feet, thence North 125.00 feet, thence East 236.5 feet to the point of beginning.

✓ Jeffrey K. Fullmer Parcel:

05-180-0018

Beginning at a point 33 feet West and 359.8 feet South 00°20' West from the Northeast corner of Section 9, Township 11 North, Range 3 West, Salt Lake Base and Meridian, and running thence South 00°20' West 125.00 feet, thence West 160.00 feet, thence North 00°20' East 125.00 feet, thence East 160.00 feet to the point of beginning.

Parcel I

Members First Credit Union Parcel

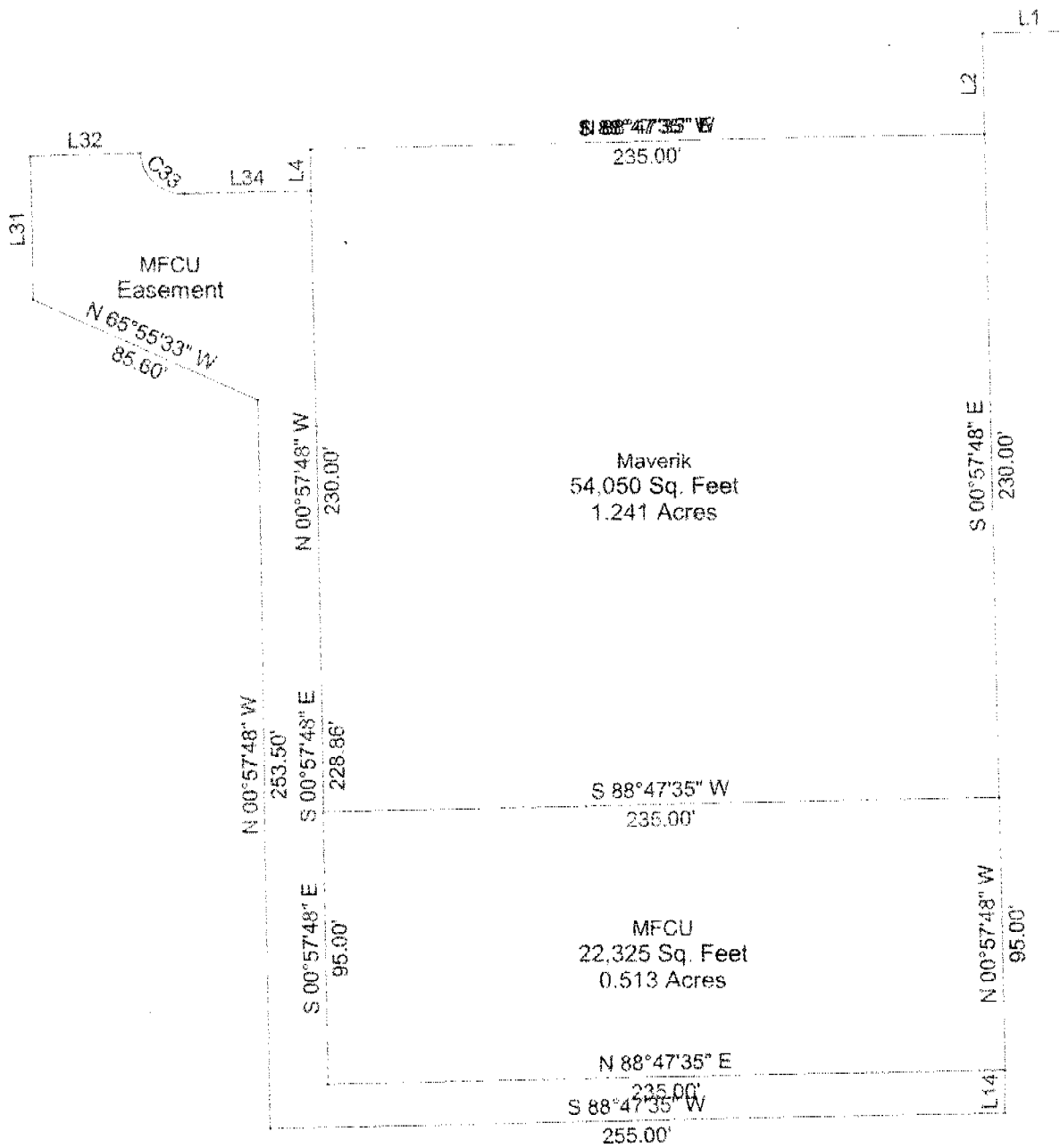
✓Pt. 05-180-0053

Beginning at the intersection of the South right-of-way line of Main Street and West right-of-way line of 100 West Street located South $88^{\circ}47'35''$ West 33.00 and South $00^{\circ}57'48''$ East 265.00 feet from the Northeast quarter of the Section 9, Township 11 North, Range 3 West, SLB&M, and running thence South $88^{\circ}47'35''$ West 235.00 feet, thence South $00^{\circ}57'48''$ East 95 feet, thence North $88^{\circ}47'35''$ East 235.00 feet to a point on the West line of 1000 West Street, and thence North $00^{\circ}57'48''$ West 95 feet to the point of beginning.

EXHIBIT F

Easement Property:

✓ Beginning South 88°47'35" West 33.00 feet and South 00°57'48" East 35.00 feet and South 88°47'35" West 235.00 feet and South 00°57'48" East 14.50 feet from the Northeast corner of Section 9, Township 11 North, Range 3 West, SLB&M, and running thence South 00°57'48" East 310.50 feet to the Southwest corner of the Members First Credit Union parcel, thence North 88°47'35" East 235 feet along the South line of the Members First Credit Union parcel to the West line of 1000 West Street, thence South 00°20' West 15 feet along the West line of 1000 West Street, thence South 88°47'35" West 255 feet, thence North 00°57'48" West 253.50 feet, thence North 65°55'33" West 85.6 feet, thence North 01°12'25" West 50.00 feet to the South right-of-way line of Main Street, thence North 88°47'35" East 38.51 feet along said South right-of-way line, thence to the left along the arc of a 15 foot radius curve a distance of 23.06 feet, chord bears South 47°09'43" East 20.86 feet, thence North 88°47'35" East 44.55 feet to the point of beginning.



DATE: 12/12/2006	SCALE: 1" = 60'	DRAWN BY: