

WHEN RECORDED MAIL TO:
WRIGHT DEVELOPMENT GROUP
1536 N WOODLAND PARK DR # 200
LAYTON, UT 84041

E 2400304 B 4641 P 682-689
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/22/2008 3:52:00 PM
FEE \$24.00 Pgs: 8
DEP eCASH REC'D FOR BONNEVILLE SUPERIOR TITLE CO

TAX ID #14-001-0062

PERMANENT EASEMENT

ACCOMMODATING RECORDING ONLY.
BONNEVILLE SUPERIOR TITLE COMPANY MAKES NO
REPRESENTATION AS TO CONDITION OF TITLE,
NOR DOES IT ASSUME ANY RESPONSIBILITY
FOR VALIDITY, SUFFICIENCY OR EFFECTS
OF DOCUMENT

This Permanent Easement Agreement ("Agreement") effective September 17, 2008, by and between Country Pines Limited Partnership, a Utah limited partnership ("Grantor") and Clinton City Center, LLC, a Utah limited liability company, ("Grantee"). Both Grantor and Grantee hereinafter are individually referred to as "Party" and collectively referred to as "Parties."

Recitals

WHEREAS, Grantor owns real property as legally described in "Exhibit A" attached hereto ("Property"); and

WHEREAS, Grantee's affiliate, Wright Development Group, Inc. has agreed to give Grantor certain monies and real property in exchange for a permanent easement across a portion of the Property;

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. Conveyance of Permanent Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive permanent easement to enter, occupy, and use the real property legally described in "Exhibit B" attached hereto as Grantee so chooses in its sole discretion ("Permanent Easement").

2. Ingress and Egress. Grantee shall have the perpetual right of reasonable ingress and egress in, to, through, over, under, and across the Property for access to and from any roads, to the Property.

3. Additional Construction. Grantee shall have the right to construct, reconstruct, use, operate, maintain, repair, patrol, replace, upgrade, or remove at any time or from time to time, one or more additional improvements and appurtenances thereto within the Permanent Easement, provided, however, that notwithstanding anything herein to the contrary (i) Grantee shall not construct any building within ten (10) feet of the eastern boundary line of the Permanent Easement and (ii) in the event that Grantee constructs a building anywhere on the real property included within the Permanent Easement then Grantee shall install a vinyl fence on the eastern boundary line of the Permanent Easement. Such right shall be perpetual, and Grantor shall not stop, hinder, or impede construction of such additional Improvements or limit the same within the Permanent Easement.

4. Grantor's Rights Unaffected. Except as provided in Section 6 below, Grantor shall retain the right to make full use of the Property, except for such use as might endanger or

interfere with the rights of Grantee in the Permanent Easement. Grantor shall only perform or permit other persons or entities to perform construction or other work within the Permanent Easement after prior written approval by Grantee and only if such construction or other work is performed in accordance with the terms of this Agreement, all applicable laws, rules and regulations, and Grantee's rules and regulations as they may be modified from time to time; provided however, that the exercise of such rights, in the reasonable opinion of Grantee, does not injure or interfere with, now or in the future, any of the Grantee's rights in the Permanent Easement including, but not limited to, Grantee's rights of maintenance and reasonable access.

5. Installations within Permanent Easement. Grantor shall not construct or place any permanent structure or building on any part of the Permanent Easement. Without liability for damages, Grantee may remove any structure or building constructed or placed within the Permanent Easement

6. Maintenance of Permanent Easement. Grantee shall have the perpetual right to cut, trim, control, and remove trees, brush, and other obstructions which injure or interfere with the Grantee's use, occupation or enjoyment of the Permanent Easement, or Grantee's right to use the Permanent Easement, without liability for damages arising therefrom.

7. Nature of Easement and Additional Uses. The Permanent Easement is perpetual and runs with the land. It also is deemed to touch and concern the land. The exercise of any rights in the Permanent Easement other than those retained by Grantor shall be within the sole discretion of Grantee. Grantee shall permit and authorize such other uses of the Permanent Easement, not hereby reserved in Grantor, as will not impair Grantee's rights in the Permanent Easement.

8. Warranty of Title. Grantor warrants that it has good and merchantable title to the Property and has the full right and lawful authority to grant the Permanent Easement. Grantor further warrants, promises, and agrees to defend Grantee in the exercise of Grantee's rights hereunder against any defect in Grantor's title to the Property or Grantor's right to grant the Permanent Easement.

9. Indemnity/Liability. Grantor hereby releases Grantee and shall fully protect, defend, indemnify and hold harmless Grantee, its affiliates, members, managers, directors, employees, agents and representatives from and against any and all claims, costs and fees (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs), losses, damages, causes of action, or liability of any nature (including, but not limited to environmental) arising from or in connection with the Permanent Easement.

10. Waiver. The failure of Grantee to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of Grantee in any one or more instances to exercise any option, privilege, or right herein contained, shall in no way be construed to constitute a waiver, relinquishment or

release of such obligations, covenants, or agreements, and no forbearance by the Grantee of any default hereunder shall in any manner be construed as constituting a waiver of such default.

11. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Utah.

12. Binding Effect. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, transfers, agents, and assigns of the Parties.

13. No Third Party Beneficiaries. Except as expressly provided otherwise, this Permanent Easement is intended to be solely for the benefit of the Parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause of action or other right.

14. Severability. The provisions of this Agreement are severable. Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.

15. Incorporation of Exhibits. All exhibits described in and attached to this Agreement are herein incorporated by reference.

16. Notice. Any notice provided in accord with this Agreement, shall be in writing and shall be sent by delivery service, or mailed by certified mail, postage prepaid and return receipt requested to either Party's address as shown below or to the property owner of record ("Notice"). Such Notice shall be effective upon the date received and acknowledged by signature of the Party that receives Notice. Either Party may change its address to which any Notice is to be delivered under this Agreement by giving Notice as provided herein.

Grantor:
Clinton Pines Limited Partnership
1748 West 1800 North
Clinton, Utah 84015

Grantee:
Clinton City Center, LLC
1536 N. Woodland Park Dr., Ste 200
Layton, Utah 84041

17. Entire Agreement. This Agreement represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement, oral or otherwise, shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing explicitly referring to this Permanent Easement Agreement and signed by the Parties.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first above written.

GRANTOR:

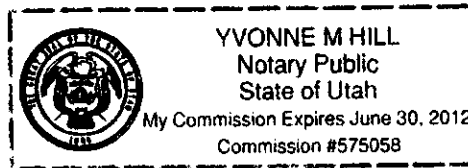
Clinton Pines Limited Partnership

Corey Erickson
By: *Corey Erickson*
Its: *Managing Partner*

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this 14th day of October 2008, by Corey Erickson the Managing Partner of Clinton Pines Limited Partnership.

Witness my hand and official seal.
My Commission Expires: 6/30/12



(SEAL) *Yvonne M Hill*
(Notary Public)

GRANTEE:

Clinton City Center, LLC

Spencer H. Wright
By: SPENCER H. WRIGHT
Its: MANAGER

STATE OF Utah)
) SS.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 22 day of
October 2008, by Spencer H. Wright the
Manager of Clinton City Center, LLC.

Witness my hand and official seal.
My Commission Expires: 8-14-10

(SEAL)

Nobalee W. Rhoades
(Notary Public)

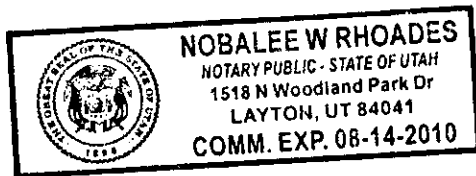


EXHIBIT A

Property

Tax Parcel # 14-001-0062, in the City of Clinton, County of Davis, in the State of the Utah.

EXHIBIT B

Permanent Easement

Beginning at a point on the North line of 1800 North Street, said point being North 89°59'21" East 145.72 feet along said North line from the Southeast Corner of Lot 3, Park Plaza Subdivision, part of the Northwest Quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah and running thence North 0°00'00" East 163.53 feet to the South line of Lot 1, of said subdivision; thence North 89°08'24" East 49.43 feet along said line; thence South 0°00'00" East 164.27 feet to the North line of 1800 North Street; thence South 89°59'21" West 49.43 feet along said line to the point of beginning, containing 0.186 acres.