

When Recorded Return To:

Diane H. Banks
Fabian & Clendenin
215 South State Street, Suite 1200
Salt Lake City, Utah 84111-2323

File # 95751

Affects Parcel Nos.
06-095-0052
06-095-0050
06-095-0051

**DECLARATION OF EASEMENT
FOR INGRESS AND EGRESS**

This DECLARATION OF EASEMENT FOR INGRESS AND EGRESS is executed this 31st day of March, 2009, by WOOD ENTERPRISES, INC., a Nevada corporation ("Declarant").

A. This instrument affects those parcels of land more particularly described on Exhibit A attached hereto and incorporated by this reference (the "Land") and described therein as "Parcel 1" and "Parcel 2"; and

B. Declarant desires to create an easement for ingress and egress to both Parcel 1 and Parcel 2 on the terms and conditions set forth herein.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Declaration of Easement. Declarant declares for the benefit of each of Parcels 1 and 2, an easement for ingress and egress from 500 East Street to each of Parcel 1 and Parcel 2 across the land depicted in Exhibit B attached hereto and incorporated by this reference (the "Access Easement").

2. Easement Runs with the Land. The Access Easement shall run with the land and shall be perpetual.

3. No Property Right and Periodic Closure. The Easement granted herein grants the access rights as specifically provided above, provided that any owner of any portion of such

property shall have the right to periodically close their respective property to such use in order to prevent any claim that such property has been dedicated to a public use.

4. Release. No owner of either Parcel shall be liable to the owner of the other Parcel for any loss, damage, injury or other casualty of whatsoever kind to person or property by whomsoever caused and by whomsoever suffered arising out of, resulting from, or in any way connected to the use of the Easement granted hereunder.

5. Expenses of Interpretation and/or Enforcement. In the event the owner of either Parcel incurs legal fees or other expenses in the interpretation and/or enforcement of this instrument, whether or not litigation is formally commenced, the non-prevailing party will pay the prevailing party all such loss, expenses and fees incurred by the prevailing party.

6. No Third-Party Beneficiaries. Nothing contained in this instrument will be construed to create any third-party beneficiary of any provision hereunder. No such benefit to any party is intended and is hereby specifically disclaimed.

7. Severability. If any provision of this instrument, or any application thereafter to any person or circumstance, is invalid or unenforceable to any extent, the remainder of this instrument, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby. Each item of this instrument will be valid and enforceable to the fullest extent permitted by law.

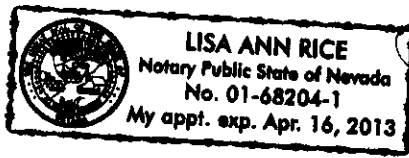
IN WITNESS WHEREOF, Declarant has executed this instrument effective as of the date indicated above.

WOOD ENTERPRISES, INC.,
a Nevada corporation

By:  President
Jesse C. Paulk, President

STATE OF Nevada)
 : ss.
COUNTY OF Clark)

On this 31st day of March, 2009, personally appeared before me Jesse C. Paulk, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the President of Wood Enterprises, Inc., a Nevada corporation, and that said document was signed by him in behalf of said corporation by authority of its bylaws.



Jesse C. Paulk

NOTARY PUBLIC

Exhibit A

LEGAL DESCRIPTION

Land situated in Davis County, State of Utah, and more particularly described as follows:

PARCEL 1:

Beginning at a point North 0°09' West 1314 feet along the West line of the Southeast Quarter of Section 36 and North 89°56' East 203.00 feet and South 0°40' West 123.0 feet and North 89°40' East 365.51 feet and North 415.58 feet and East 252.06 feet from the South Quarter Corner of Section 36, Township 2 North, Range 1 West, Salt Lake Meridian and running thence North 211.588 feet to the Southerly line of a State Road to a point on a 583.62-foot radius curve to the right; thence Northeasterly 142.523 feet along the arc of said curve along the Southerly line of said State Road, (chord bears North 83°08'15" East 142.169 feet) to a point that lies North 89°52" West 413.25 feet and South 0°09' West 53.00 feet from a Davis County Monument at the center line of 2600 South Street and Main Street (State Highway 106); thence South 89°52' East 67.25 feet; thence South 30°12'05" East 49.49 feet to the Westerly line of the Bamberger Railroad right-of-way; thence South 26°18'45" West 206.90 feet along said Westerly right-of-way line; thence West 141.58 feet to the point of beginning.

PARCEL 2:

BEGINNING AT A POINT WHICH IS NORTH 0 DEG 09 MIN 11 SEC WEST 1436.37 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH RANGE 1 WEST; SALT LAKE MERIDIAN; THENCE NORTH 89 DEG 59 MIN 49 SEC EAST 716.86 FEET FROM THE SOUTH QUARTER CORNER OF SAID QUARTER SECTION; THENCE NORTH 0 DEG 33 MIN 49 SEC WEST 172.56 FEET; THENCE NORTH 89 DEG 59 MIN 49 SEC EAST 245.85 FEET TO THE WESTERLY LINE OF THE FROMER BANBERGER ELECTRIC RAILROAD RIGHT OF WAY; THENCE SOUTH 26 DEG 18 MIN 34 SEC WEST 192.50 FEET ALONG SAID WESTERLY RIGHT OF WAY; THENCE SOUTH 89 DEG 59 MIN 49 SEC WEST 158.83 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 22 FOOT RIGHT OF WAY RUNNING WEST FROM THE NORTHWEST CORNER OF SAID LOT TO THE EAST LINE OF 500 EAST.

TOGETHER WITH THE NON-EXCLUSIVE RIGHT, PRIVILEGE AND EASEMENT TO USE AND OCCUPY A STRIP OF GROUND VARYING FROM THREE INCHES (3") TO NINE INCHES (9") IN WIDTH ALONG THAT PORTION OF THE NORTHERN EDGE OF THE SERVIENT PARCEL (06-095-0053) UPON WHICH THE PRESENTLY EXISTING COMMERCIAL BUILDING SITS, TO BE USED FOR THE LIMITED PURPOSE OF ALLOWING IT TO BE OCCUPIED BY THAT PORTION OF THE EXISTING BUILDING SITUATED ON THE DOMAINANT PARCEL (06-095-0052) THAT ENCROACHES ON THE SERVIENT PARCEL. THE RIGHT, PRIVILEGE AND EASEMENT GRANTED BY THIS INSTRUMENT IS INTENDED TO BE TEMPORARY, AND SHALL CEASE AND TERMINATE AUTOMATICALLY AND IMMEDIATELY UPON THE DEMOLITION, RELOCATION, REMOVAL OR SUBSTANTIAL REMODEL OR ALTERATION OF THE COMMERCIAL BUILDING OCCUPYING THE EASEMENT AS OF THE DATE THEREOF. (3189—1044)

SITUATE IN DAVIS COUNTY, STATE OF UTAH.

Exhibit B

DEPICTION OF THE ACCESS EASEMENT

Beginning at a point North 0°09' West 1314.0 feet along the West line of the Southeast Quarter of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian and North 89°56' East 203 feet and South 0°04' West 123 feet and North 89°40' East 365.51 feet and North 243 feet and North 89°59'49" East 149.49 feet and North 156.0 feet from the South Quarter Corner of said Section 36 and running thence South 89°59'49" East 133.75 feet to a point of tangency of a 16.58-foot radius curve to the left; thence Northeasterly along said curve 26.04 feet; thence South 89°59'49" East 95.25 feet; thence North 26°18'34" East 22.31 feet; thence North 89°59'49" West 151.47 feet; thence South 20 feet; thence North 89°59'49" West 104 feet to a point 16.58 feet from the point of beginning; thence South 16.58 feet to the point of beginning.

ND: 4820-2531-3283, v. 1