

Ent: 280473 - Pg 1 of 6
Date: 3/20/2007 12:52 PM
Fee: \$20.00 CASH
Filed By: RGL
CALLEEN B PESHELL, Recorder
Tooele County Corporation
For: JAY HARWOOD

When Recorded Return Original To:

Jay Harwood, Manager
BRK&H, LLC
1515 West 2200 South, Suite C
Salt Lake City, Utah 84119

Easement and Easement Agreement

In consideration of payment of the sum of Thirty Five Thousand and No/100 Dollars (\$35,000.00) and other good and valuable consideration, Stockton View, LLC, a Utah Limited Liability Company ("Grantor"); and BRK&H, LLC, a Utah Limited Liability Company ("Grantee"), enter into this Easement and Easement Agreement (the "Agreement"), and covenant and agree as follows:

1. Grant of Easement. Grantor hereby grants, conveys, sells and sets over unto Grantee, for the benefit of land owned by the Grantee (the "Dominant Parcel") located to the north of the below-described Grantor's land, an non-exclusive easement for ingress and egress across the Easement Parcel described below.

2. Easement Parcel. That parcel of real property owned by the Grantor over and across which the easement is granted hereunder by the Grantor (the "Easement Parcel"), is that portion of the Grantor's property (being a portion of a larger parcel owned by the Grantor) situate in Tooele County, State of Utah, more particularly described as follows:

A Thirty (30.00) foot wide Easement for Ingress and Egress, located along the easterly boundary of Lot 13, Stockton West Subdivision (tax parcel 12-027-0-0013) measured perpendicularly and westerly from said east boundary, said east boundary being more particularly described as follows:

Located in the Southeast Quarter of Section 24, Township 4 South Range 5 West, Salt Lake Base and Meridian, Town of Stockton, Tooele County, Utah, Beginning at the Northeast Corner of Lot 13, Stockton West Subdivision recorded May 27, 1997, as Entry Number 97137, in Book 459, at page 166 of the Tooele County Records, along the easterly boundary of said Lot 13, being coincident with the westerly line of a railroad right of way; Thence South 12°47'28" East 632.22 feet to the Northerly line of a 80.00 foot wide county road, said point being the Southeast Corner of said Lot 13.

3. Maintenance. Grantee shall cause the Easement Parcel to be maintained generally and improved as a normal 30 foot road according to applicable governmental requirements, with normal grading and the placement of road base, but without asphalt, so long as said construction does not cause anything greater than a one foot positive or negative grade change. Grantee shall further maintain said road and easement in such a way to prevent excess storm water accumulation, runoff damage, damage or degradation to lateral or subjacent support or other damage to the Grantor's property of which the Easement Parcel is a part. Grantee shall be allowed a temporary easement as necessary over the abutting Ten (10.00) foot strip of the remainder of the Grantor's property for the construction and maintenance of said road and easement.

4. Acknowledgment. Grantee acknowledges and takes the easement and rights granted hereunder with knowledge of the possible contamination of the Easement Parcel and the Grantor's property, as determined by the EPA or other governmental authority.

5. Indemnification. Grantee agrees to pay and does hereby indemnify and hold the Grantor, its principals, agents and assigns harmless from and against any and all costs and expenses associated with said maintenance of the Easement Parcel, loss and/or damage caused by the exercise of the rights of ingress and egress granted hereunder or other use of said Easement Parcel by the Grantee, its principals, agents or assigns, and any default in any of the obligations of the Grantee set forth herein, together with the attorney's fees and court costs incurred by the Grantor in enforcing this Agreement, whether or not litigation is commenced. Any lien or claim related to the Grantee's use or maintenance of the Easement Parcel shall be immediately removed and/or extinguished by the Grantee.

6. Grantor's Use of Dominant Parcel. Grantor shall have and reserves the right to use the Easement Parcel for all purposes whatsoever, provided such use shall not interfere with the easement rights of ingress and egress granted to the Grantee hereunder.

7. Termination. The parties acknowledge that the Grantor's property of which the Easement Parcel is a part is intended by the Grantor to be included in a future subdivision plat, creating a smaller parcel approximately 2.11 acres in size which would encompass the Easement Parcel. Grantee agrees to consent to, execute and otherwise cooperate as needed for the recording and approval of said subdivision plat. At the option of the Grantor, upon notice to the Grantee from the Grantor that the easement granted hereunder is negatively affecting or limiting the Grantor's ability to subdivide the Grantor's property as intended, this Agreement and the Easement granted hereunder shall terminate upon Thirty (30) days' written notice to the Grantee at the address set forth above, said notice to be filed by the Grantor with the official records of the Tooele County Recorder. However, in the event that said subdivision plat including the Easement Parcel is approved and recorded creating a parcel of not less than 2 acres, including the Easement Parcel (the "New Parcel"), Grantee shall have the right of first refusal to purchase the New Parcel for the additional payment of Twenty Five Thousand and No/100 Dollars (\$25,000.00), exercisable by the Grantee at any time

within Thirty (30) days' of the Grantor's written notice to the Grantee at the address set forth above that said subdivision plat has been approved and recorded. If Grantee does not exercise said option by the unqualified tender of immediately available funds in said amount prior to the end of said 30 day period, the right of first refusal shall terminate, and be null and void for all purposes.

8. Effective Date. This Agreement and the easement granted hereunder is effective upon the payment of the Easement Price by the Grantee and the execution hereof by all parties, and the recording of this Agreement in the official records of the Tooele County Recorder's office.

In witness whereof, the parties have executed this Agreement as of this ____ day of March, 2007.

GRANTOR:

STOCKTON VIEW, LLC

By: Nathan A. Brockbank
Nathan A. Brockbank
Its: Manager

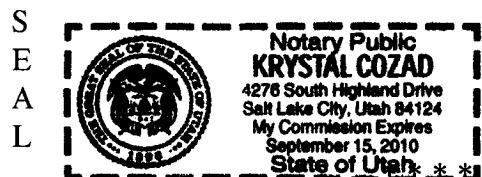
GRANTEE:

BRK&H, LLC

By: Jay Harwood
Jay Harwood
Its: Manager

State of Utah)
§
County of Salt Lake)

On this 9th day of March, 2007, before me personally appeared Nathan Brockbank, personally known or satisfactorily proved to me on the basis of satisfactory evidence, and who by me duly sworn or affirmed, did say that he is the Manager of Stockton View, LLC, and that said document was signed by him on behalf of said entity by authority of its Operating Agreement, and acknowledged to me that said entity executed the same.



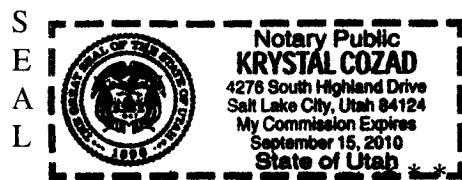
Krystal Cozad

Notary Public

State of Utah)
§

County of Salt Lake)

On this 9th day of March, 2007, before me personally appeared Jay Harwood, personally known or satisfactorily proved to me on the basis of satisfactory evidence, and who by me duly sworn or affirmed, did say that he is the Manager of BRK&H, LLC, and that said document was signed by him on behalf of said entity by authority of its Operating Agreement, and acknowledged to me that said entity executed the same.



Notary Public

Purchase Agreement

This Purchase Agreement is entered into and effective as of this, the 9th day of March, 2007, by and between Jay Harwood and Pacific West, LLC a Utah Limited Liability Company (collectively "Seller") and Stockton View, LLC, a Utah Limited Liability Company ("Buyer").

In consideration of the easement granted concurrently herewith to BRK&H, LLC concerning property in Tooele County, Utah, the Seller having an interest in or being related to the Grantee thereunder, Seller agrees to sell to the Buyer certain material as follows:

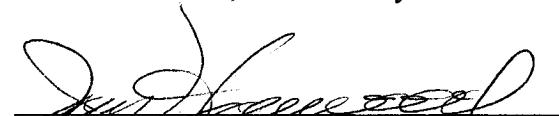
Material:	Bank run gravel - aggregate from natural deposits in the Stockton, Utah, area;
Delivery:	At the expense of the Buyer;
Amount:	Up to a sufficient amount to cover 8 acres of property up to a depth of 2 feet, at the option of the Buyer;
Price:	\$0.50 per ton, picked up and delivered at Buyer's expense.

In the event of the Seller's default hereunder, in addition to recovery of damages incurred by the Buyer in covering the Seller's default, Seller shall pay the Buyer's court costs and attorney's fees in enforcing this agreement, and if said default continues for Thirty (30) days after written notice of default is given by the Buyer to Seller, at the option of the Buyer the easement agreement referred to above may be terminated.

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

Seller:

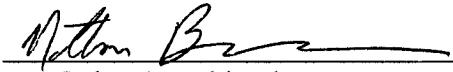
Pacific West, LLC and Jay Harwood



Jay Harwood, personally and as Manager of
Pacific West, LLC

Buyer:

Stockton View, LLC

By: 
Nathan Brockbank
Its: Manager