

WHEN RECORDED MAIL TO:

David J. Castleton
Blackburn & Stoll, LC
257 East 200 South, #800
Salt Lake City, Utah 84111

DECLARATION OF EASEMENT

This Declaration of Easement (the "Declaration") is executed this 3rd day of August, 2007, by GAUCHO-SAN MARIN, L.C., a Utah limited liability company ("GSM"), in favor of LINCOLN INVESTMENTS #6, LLC, a Utah limited liability company ("Lincoln") and BROOKFIELD DEVELOPMENT, INC., a Utah corporation ("Brookfield").

RECITALS

A. GSM is the owner of an approximately 95 acre parcel of real property located in Tooele County, Utah, and more particularly described in Exhibit A attached hereto and incorporated herein (hereinafter sometimes referred to as the "Phase I Property").

B. Brookfield is the owner of a parcel or real property located in Tooele County, Utah, and more particularly described in Exhibit B attached hereto and incorporated herein (hereinafter sometimes referred to as the "Brookfield Property").

C. Lincoln is the owner of an approximately 79 acre parcel of real property located in Tooele County, Utah, and more particularly described in Exhibit C attached hereto and incorporated herein (hereinafter sometimes referred to as the "Lincoln Property"). The Brookfield Property and the Lincoln Property are sometimes collectively referred to herein as the "Phase II Property".

D. GSM, or its successors or assigns, intends to develop the Phase I Property and is desirous of selling one or more of the subdivided lots. Brookfield and Lincoln may or may not develop the Phase II Property. A diagram of the proposed subdivision for the Phase I Property and the Phase II Property is attached hereto as Exhibit D (the "Subdivision Plat").

E. GSM has agreed to convey to Lincoln and Brookfield the right to use a well to be constructed on the Phase I Property for a lot to be developed on the Phase II Property.

F. GSM has agreed to grant to Lincoln and Brookfield an easement for utility lines and systems and an easement to access the water from the Middle Canyon Irrigation Ditch along Ericson Road.

G. Lincoln and Brookfield have agreed to grant to GSM a temporary construction easement across the Phase II Property for the utilities that will service the Phase I Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Utility/Irrigation Water Easements.

- a. GSM hereby establishes an easement over, under and through the Phase I Property, in favor of the Phase II Property, for purposes of constructing, accessing, maintaining, inspecting, altering, removing, and/or replacing utility lines and systems servicing the Phase II Property (the "Phase I Utility Easement"). The Phase I Utility Easement shall extend 10 feet on both sides of the roadway to be built as part of the subdivision on the Phase I Property. Brookfield and Lincoln agree that their use of the Phase I Utility Easement will not adversely affect the power, gas, telephone and cable lines installed by GSM for the Phase I Property.
- b. GSM hereby establishes an easement over, under and through the Phase I Property, in favor of the Phase II Property, for purposes of constructing, accessing, maintaining, operating, inspecting, altering, removing, replacing and protecting a water line accessing the Middle Canyon Irrigation Ditch along Ericson Road and servicing the Phase II Property (the "Irrigation Easement"). The Irrigation Easement shall extend 10 feet on either side of the roadway to be built as part of the subdivision on the Phase I Property.
- c. Brookfield and Lincoln hereby establish a temporary easement over, under and through the Phase II Property, in favor of the Phase I Property, for purposes of constructing utility lines and systems servicing the Phase II Property (the "Phase II Utility Easement"). The Phase II Utility Easement shall extend 10 feet on both sides of the roadway to be built as part of the subdivision on the Phase II Property. GSM agrees that prior to construction of the utility lines on the Phase II Utility Easement, the location and depth of such utility lines shall be approved by Brookfield and Lincoln, which approval shall not be unreasonable withheld. GSM agrees that its use of the Phase II Utility Easement will not adversely affect the power, gas, telephone and cable lines installed for the Phase II Property. GSM also agrees to allow Brookfield and Lincoln the right to tap into the utility systems located in the Phase II Utility Easement to provide utility services to the Phase II Property.
- d. Brookfield and Lincoln acknowledge that their installation of the utilities and water lines contemplated to be installed within the Phase I Utility Easement and the Irrigation Easement will not occur until the earlier of (i) the date the power, gas, telephone and cable lines for the Phase I Property have been installed within the Phase I Utility Easement, and (ii) 120 days after the date the asphalt for the road is installed on the Phase I Property.

2. Well Rights.

GSM hereby grants to Brookfield and Lincoln the right to use the proposed Well No. 5 for the adjacent lot to be located on the Phase II Property as contemplated in the Subdivision Plat. GSM hereby establishes an easement over, under and through the Phase I Property, in favor of the Phase II Property, for purposes of accessing said wellhead (the "Well Easement"). Brookfield

and Lincoln agree that their use of the Well Easement will not adversely affect the power, gas, telephone and cable lines installed by GSM for the Phase I Property

3. Run With the Land.

The easements and other rights and obligations described herein shall run with the land and shall bind and burden each of the owners of the Phase I Property and the Phase II Property, and the tenants, occupants, customers, employees and invitees of such property. The easements described herein are perpetual.

4. Miscellaneous.

- a. Should any party employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any matter arising under this Declaration, or to recover damages for the breach of this Declaration, the party not prevailing in any final judgment agrees to pay the other party all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith, in addition to any and all other relief provided for by law, equity or by the terms of this Declaration.
- b. Any notice, demand, request or other communication which any party desires to give to another party hereunder shall be in writing and shall be hand delivered or sent by United States registered or certified mail, addressed to the party to receive such at its address last known to the sender of such communication.
- c. Nothing contained in this Declaration shall be deemed or construed by any party hereto or any third person to create the relationship of principal and agent or of limited or general partnership or of joint venture or of any other similar association between any of the parties hereto.
- d. If any provision of this Declaration, or the application thereof to any party or other person or to any certain circumstances, shall be held to be invalid, void or illegal, the remaining provisions hereof and/or the application of such provisions to any party, occupant or other person or to any circumstances other than to those to which it is held to be invalid, void or illegal, shall, nevertheless, remain in full force and effect and not be affected thereby; and the parties agree that they would have entered into this Declaration independently of any provision or provisions of this Declaration which are so held to be invalid, void or illegal.
- e. This Declaration shall be construed, interpreted and applied in accordance with the laws of the State of Utah.
- f. The paragraph headings contained in this Declaration are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Declaration shall include the

plural where the context is otherwise appropriate.

IN WITNESS WHEREOF, the parties have executed this Declaration as of the date first above written, the effective date of this Declaration.

GAUCHO-SAN MARIN, L.C.

By: *R. Lynn Bunker*
Its manager

BROOKFIELD DEVELOPMENT, INC.

By: _____
Jesse Lassley, President

LINCOLN INVESTMENTS #6, LLC

By: _____
Jesse Lassley, Manager

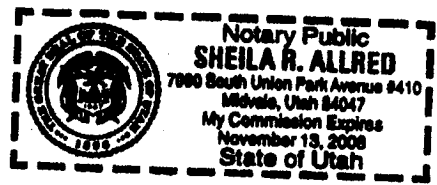
STATE OF UTAH)
:
COUNTY OF SALT LAKE)

On the 30th day of August, 2007, personally appeared before me *R. Lynn Bunker* signer of the foregoing instrument who duly acknowledged to me that he executed the same as Manager, for and in behalf of GAUCHO-SAN MARIN, L.C.

Sheila Allred
NOTARY PUBLIC
Residing at *Salt Lake, Utah*

My Commission Expires: 11-13-08

STATE OF UTAH)
:
COUNTY OF SALT LAKE)



plural where the context is otherwise appropriate.

IN WITNESS WHEREOF, the parties have executed this Declaration as of the date first above written, the effective date of this Declaration.

GAUCHO-SAN MARIN, L.C.

By: _____
Its _____

BROOKFIELD DEVELOPMENT, INC.

By: Jesse Lassley
Jesse Lassley, President

LINCOLN INVESTMENTS #6, LLC

By: Jesse Lassley
Jesse Lassley, Manager

STATE OF UTAH)
:
COUNTY OF SALT LAKE)

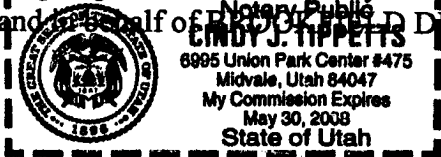
On the ___ day of August, 2007, personally appeared before me _____, a signer of the foregoing instrument who duly acknowledged to me that he executed the same as Manager, for and in behalf of GAUCHO-SAN MARIN, L.C.

NOTARY PUBLIC
Residing at _____

My Commission Expires:

STATE OF UTAH)
:
COUNTY OF SALT LAKE)

On the 7th day of August, 2007, personally appeared before me JESSE LASSLEY, a signer of the foregoing instrument who duly acknowledged to me that he executed the same as President, for and in behalf of DEVELOPMENT, INC.



CJTippetts
NOTARY PUBLIC
Residing at 91C

My Commission Expires:
5/30/08

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On the 7th day of August, 2007, personally appeared before me JESSE LASSLEY, a signer of the foregoing instrument who duly acknowledged to me that he executed the same as Manager, for and in behalf of LINCOLN INVESTMENTS, LLC.



CJTippetts
NOTARY PUBLIC
Residing at 91C UT

My Commission Expires:
5/30/08

EXHIBIT "A "

Escrow No. **051-4833807 (CJT)**
A.P.N.: **03-023-0-0012**

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 1089 FEET, THENCE WEST 330 FEET, SOUTH 396 FEET, EAST 305 FEET, SOUTH 89.51 FEET, THENCE SOUTH 42°15' WEST 998.09 FEET, THENCE WEST 619 FEET, NORTH 990 FEET, WEST 1320 FEET; NORTH 1320 FEET; EAST 2640 FEET TO THE OF BEGINNING.

ALSO DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 16 CHAINS TO THE NORTH BOUNDARY LINE OF THAT PROPERTY DESCRIBED IN THE CERTAIN WARRANTY DEED RECORDED IN BOOK GG, AT PAGE 186-187; THENCE WEST 5 CHAINS; THENCE SOUTH 6 CHAINS; THENCE EAST 5 CHAINS; THENCE SOUTH 13 CHAINS; THENCE WEST 20 CHAINS; THENCE NORTH 15 CHAINS; THENCE WEST 20 CHAINS; THENCE NORTH 20 CHAINS; THENCE EAST 40 CHAINS TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: BEGINNING SOUTH 0°22'57" EAST 2310.00 FEET AND SOUTH 89°43'03" WEST 25 FEET FROM THE EAST QUARTER CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, ON THE WEST LINE OF BLUE PEAK DRIVE AS EXTENDED, RUNNING THENCE SOUTH 89°43'03" WEST 676.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ERICSON ROAD; THENCE NORTH 42°15' EAST 998.09 FEET ALONG SAID ERICSON ROAD TO THE WEST LINE OF BLUE PEAK DRIVE; THENCE SOUTH 0°22'57" EAST ALONG THE WEST LINE OF BLUE PEAK DRIVE AS EXTENDED 735.59 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION CONTAINED IN THE ROAD

ALSO LESS AND EXCEPTING THE FOLLOWING:

BEGINNING AT THE CENTER SOUTH SIXTEENTH CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE QUARTER SECTION LINE NORTH 0°22'17" WEST 1330.43 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 14, THENCE ALONG THE QUARTER SECTION LINE NORTH 89°43'24" EAST 300.70 FEET TO A POINT FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 14 BEARS NORTH 89°43'24" EAST 2350.06 FEET; THENCE SOUTH 0°21'18" EAST 570.69 FEET; THENCE SOUTH 89°43'24" WEST 249.74 FEET; THENCE SOUTH 0°21'18" EAST 759.73 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, THENCE ALONG THE SAID SOUTH LINE SOUTH 89°43'13" WEST 50.58 FEET TO THE POINT OF BEGINNING.

EXHIBIT B**DESCRIPTION OF BROOKFIELD PROPERTY**

BEGINNING AT THE CENTER SOUTH SIXTEENTH CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE QUARTER SECTION LINE NORTH 0°22'17" WEST 1330.43 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 14, THENCE ALONG THE QUARTER SECTION LINE NORTH 89°43'24" EAST 300.70 FEET TO A POINT FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 14 BEARS NORTH 89°43'24" EAST 2350.76 FEET; THENCE SOUTH 0°21'18" EAST 570.69 FEET; THENCE SOUTH 89°43'24" WEST 249.74 FEET; THENCE SOUTH 0°21'18" EAST 759.73 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, THENCE ALONG THE SAID SOUTH LINE SOUTH 89°43'24" WEST 50.58 FEET TO THE POINT OF BEGINNING.

part of parcel: 03-023-0-0012

EXHIBIT C

DESCRIPTION OF LINCOLN PROPERTY

N1/2SW1/4, SEC. 14, T3S, R4W, SLB&M.

Less and excepting therefrom that portion contained in the road.

A.P.N. 03-020-0-0002

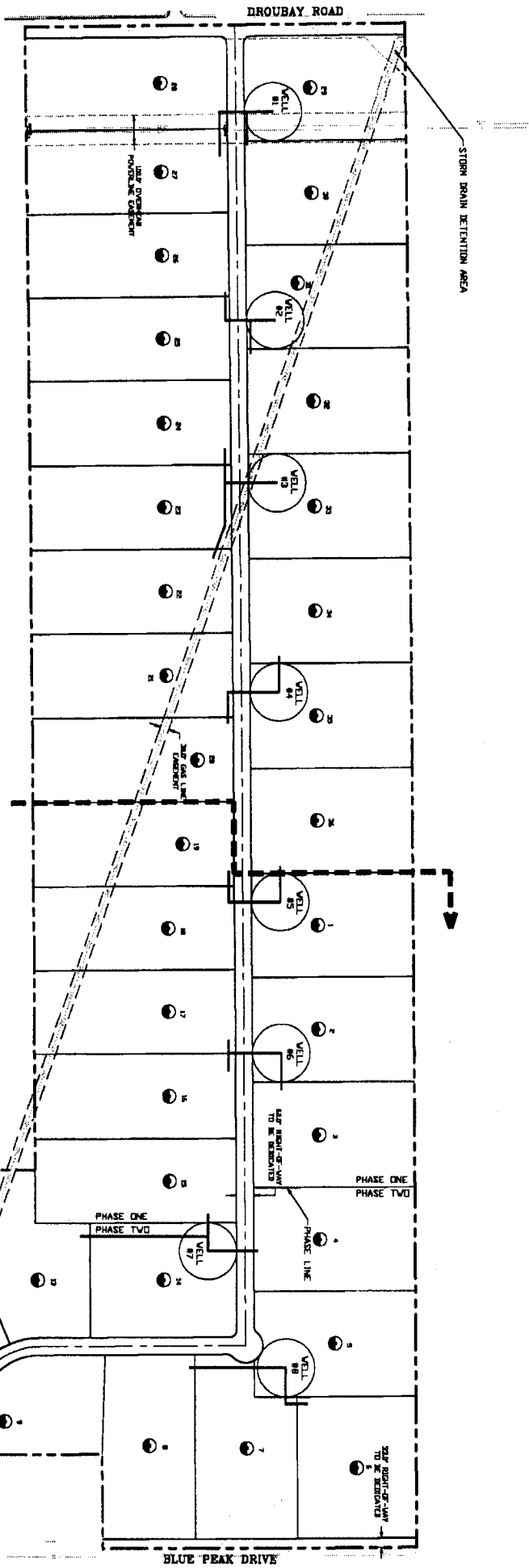
EXHIBIT D
SUBDIVISION PLAT

SUBDIVISION PLAT

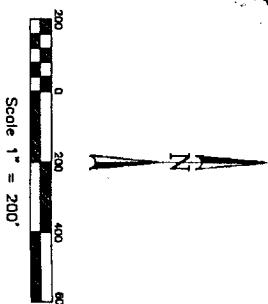
**-STONEBRIDGE ESTATES SUBDIVISION-
PHASE 1 AND 2**

LOCATED IN THE SOUTH HALF OF
SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN
TOOELE COUNTY, UTAH

- LEGEND**
- ◆ SOUTHWEST CORNER OF S-14, T-3S, R-4W (MONUMENT FOUND)
 - EDGE OF TIE
 - - - PROPERTY BOUNDARY
 - LOT LINE
 - - - ALIGNMENT PROPERTY LINE
 - - - EASEMENT LINE
 - - - CENTER LINE
 - - - PHASE LINE



Well No.	Lot Location	Well Location
1	28	Point 2184 feet, East 291 feet from the South East Corner of Section 14, Township 3 South, Range 4 West, Section 14.
2	31	Point 2187 feet, East 101 feet from the South East Corner of Section 14, Township 3 South, Range 4 West, Section 14.
3	33	Point 2180 feet, East 152 feet from the South East Corner of Section 14, Township 3 South, Range 4 West, Section 14.
4	35	Point 2178 feet, East 251 feet from the South East Corner of Section 14, Township 3 South, Range 4 West, Section 14.
5	1	Point 2189 feet, East 300 feet from the South East Corner of Section 14, Township 3 South, Range 4 West, Section 14.
6	2	Point 2200 feet, East 300 feet from the South East Corner of Section 14, Township 3 South, Range 4 West, Section 14.
7	14	Point 1942 feet, East 453 feet from the South East Corner of Section 14, Township 3 South, Range 4 West, Section 14.
8	5	Point 2215 feet, East 453 feet from the South East Corner of Section 14, Township 3 South, Range 4 West, Section 14.
9	10	Point 418 feet, East 460 feet from the South East Corner of Section 14, Township 3 South, Range 4 West, Section 14.



REVISIONS	
NO.	DATE BY REVISION

DRAWN BY: **MED**
 CHECKED BY: **MED**
 DATE: **03.03.07**

CLIENT: **Lincoln Investments #6**
 JOB No:
 NO NOT SCALE THE DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE - ALWAYS IN ACCORDANCE WITH STATE OF UTAH

Ward Engineering Group
 Planning • Engineering • Surveying
 1370 S. West Temple
 Salt Lake City, Utah 84115
 Tel: (801) 487-8040
 Fax: (801) 487-8668

LINCOLN INVESTMENTS #6
TOOELE COUNTY, UTAH
WELL SITE PLAN