

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made as of January 31, 2005 by and between **LITTLE CREEK DEVELOPMENT, L.L.C.** ("Grantor"), and **SHIRLEY ANN GODBER, Trustee under a declaration of Trust dated March 8, 1988, wherein Shirley Ann Godber is Trustor and Dena C. Hollett kna Dena C. Gilsdorf, Trustee under a declaration of Trust dated May 2, 1988, wherein Dena D. Hollett is Trustor. ("Grantee")**

A. Grantor and Grantee wish to insure that Grantee, its successors and assigns, shall at all times have a right of ingress and egress from public rights of way or from other lands owned by Grantee.

NOW, THEREFORE, in consideration of the foregoing and the sum of Five Thousand Five Hundred Dollars (\$5,500.00) paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grantor hereby gives and grants Grantee its licensees, successors, and assigns, a non-exclusive easement in, over and upon the Property described in Exhibit "A" for pedestrian and vehicular ingress and egress. The easement hereby granted shall be for the use and benefit of Grantee, its successors and assigns, and their respective licensees, agents, representatives and invitees
2. In the event that there shall be constructed upon all or any portion of the Release Land a public roadway which provided access for the purposes herein contemplated to the Grantees Property, then the easement hereby reserved shall automatically terminate without further action of the parties but only with respect to the portion or portions of the Property wherein such public roadway has been constructed, dedicated and accepted for maintenance by applicable governmental authorities.
3. The provision of this easement shall run with the land and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

IN WITNESS WHEREOF, for this Easement has been executed by Grantor and Grantee as of the first above appearing.

SHIRLEY ANN GODBER

By: _____
Title: _____

DENA C. HOLLETT, KNA DENA C. GILSDORF

By: _____
Title: _____

LITTLE CREEK DEVELOPMENT, L.L.C.

By: *Dena C. Hollett*
Title: *Member*

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SHIRLEY ANN GODBER

By: Shirley Ann Godber
Title: owner

DENA C. HOLLETT, KNA DENA C. GILSDORF

By: Dena C Hollett
Title: owner

LITTLE CREEK DEVELOPMENT, L.L.C.

By: _____
Title: _____

State of Utah)
County of Washington)

On the _____ Day of _____, 2005, personally appeared before me

The signer of the within instrument, who duly acknowledged to me that they executed the same.

Notary Public

State of Utah)
County of Washington)

On the _____ Day of _____, 2005, personally appeared before me

The signer of the within instrument, who duly acknowledged to me that they executed the same.

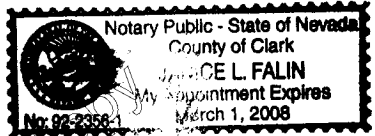
Notary Public

~~State of Utah~~)
~~County of Washington~~)
Nevada
Clark

On the 7 Day of February, 2005, personally appeared before me Ira W. Bradshaw

The signer of the within instrument, who duly acknowledged to me that they executed the same.

Jessica L. Falin
Notary Public



STATE OF UTAH)
)
COUNTY OF WASHINGTON)

00926950 Bk 1713 Pg 2152

ON THE 8 DAY OF ~~NOVEMBER~~ February A.D., 2004, PERSONALLY APPEARED BEFORE ME

Shirley Ann Godber

THE SIGNER OF THE WITHIN INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT ~~HE~~ she EXECUTED THE SAME.



Michelle M. Koss
NOTARY PUBLIC

RESIDING AT: Los Angeles, CA
COMMISSION EXPIRES: December 29, 2005

STATE OF UTAH)
)
COUNTY OF WASHINGTON)

ON THE DAY OF NOVEMBER A.D., 2004, PERSONALLY APPEARED BEFORE ME

THE SIGNER OF THE WITHIN INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC

RESIDING AT:
COMMISSION EXPIRES:

STATE OF UTAH)
)
COUNTY OF WASHINGTON)

ON THE DAY OF NOVEMBER A.D., 2004, PERSONALLY APPEARED BEFORE ME

THE SIGNER OF THE WITHIN INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

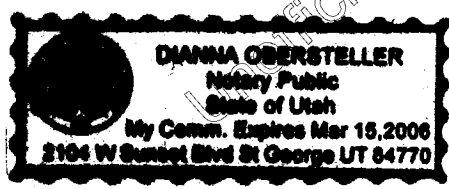
NOTARY PUBLIC

RESIDING AT:
COMMISSION EXPIRES:

State of Utah)
County of Washington)

On the 8th Day of Feb, 2005, personally appeared before me DENA C. HOULETT

The signer of the within instrument, who duly acknowledged to me that they executed the same.



sh
Dianna Obersteller

Notary Public

State of Utah)
County of Washington)

On the _____ Day of _____, 2005, personally appeared before me

The signer of the within instrument, who duly acknowledged to me that they executed the same.

Notary Public

State of Utah)
County of Washington)

On the _____ Day of _____, 2005, personally appeared before me

The signer of the within instrument, who duly acknowledged to me that they executed the same.

Notary Public

EXHIBIT "A"

Beginning at a point North 70 Deg 39 Min 32.8 Sec West 513.759 feet to a point on the right of way line of state highway U-59 said point being on a 2914.789 foot radius curve bearing to the radius point to the curve is South 31 Deg 54 Min 57.9 Sec West; thence Northwesterly to the left along the arc of said curve 911.76 feet thru the central angle of 17 Deg 55 Min 21 Sec from the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 24, Township 42 South, Range 12 West Salt Lake Base and Meridian and running thence North 00 Deg 01 Min 22 Sec West 797.33 along the 1/16 Section Line to the Northerly Property Line of Grantors Land; running thence South 89 Deg 58 Min 55.4 Sec East 50 feet along the center of section line; thence South 00 Deg 01 Min 22 Sec East 809.35 feet more or less to the North line of state highway U-59; and running thence along the northerly boundary line of state highway U-59 Northwesterly 51.433 feet more or less to the point of beginning.