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 7/11/2005 4:36:00 PM \$39.00
 Book - 9157 Pg - 6007-6019
 Gary W. Ott
 Recorder, Salt Lake County, UT
 SUTHERLAND TITLE
 BY: eCASH, DEPUTY - EF 13 P.

When recorded please return to:

South Hills Managers
406 W. 50 Jordan Pkwy #250
S. J. Ut 84095

Enc 9329

ACCESS EASEMENT AGREEMENT

This ACCESS EASEMENT AGREEMENT is made and entered into as of the 7th day of June, 2005, by and between **Bluffdale Mountain Homes V, LLC**, a Utah limited liability company ("Grantor 1"), **South Hills Two, LLC**, a Utah limited liability company ("Grantor 2"), **Bluffdale Mountain Homes II, L.L.C.**, a Utah limited liability company ("Grantor 3") (Grantor 1, Grantor 2, and Grantor 3 are collectively "Grantors"), and **South Hills Two, LLC**, a Utah limited liability company ("Grantee"). Grantors and Grantee are referred to collectively herein as the "Parties."

RECITALS

A. Grantor 1 is the owner of one parcel of real property located in Salt Lake County, Utah, and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Burdened Property 1").

B. Grantor 2 is the owner of one parcel of real property located in Salt Lake County, Utah, and more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Burdened Property 2").

C. Grantor 3 is the owner of one parcel of real property located in Salt Lake County, Utah, and more particularly described on Exhibit "C" attached hereto and incorporated herein by this reference (the "Burdened Property 3") (Burdened Property 1, Burdened Property 2, and Burdened Property 3 shall be collectively referred to herein as the "Burdened Properties").

D. Grantee is the owner of one parcel of real property located in Salt Lake County, more particularly described on Exhibit "D" attached hereto and incorporated herein by this reference (the "Benefited Property").

E. The Benefited Property does not have an independent means of access to it.

F. Grantee wishes to obtain access to the Benefited Property over and across the Burdened Properties.

G. Grantors desire to grant to Grantee an access easement (the "Easement") across the Burdened Properties. The terms of the Easement are as provided below.

TERMS OF AGREEMENT

Therefore, for ten (10) dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Easement. Grantors hereby grant to Grantee an appurtenant Easement over and across the Burdened Properties as a means of access to the Benefited Property to 3200 West as it lies within the Burdened Property 3, in sufficient width to provide for the development of the Benefited Property into a residential subdivision. The location of said Easement shall be determined by the Grantee as it suits the residential development of the Benefited Property.

2. Purpose of Easement. The purpose of the Easement is to allow Grantee and Grantee's representatives, employees, tenants, subtenants, successors, assigns, lenders, independent contractors, agents, invitees, guests, customers, etc. to have and to exercise rights of ingress and egress across the Burdened Properties for the purpose of residential development of the Benefited Property and any purposes related thereto. The rights granted to Grantee herein shall also extend to any and all tenants and/or subtenants of the Grantee or the Grantee's successors and/or assigns.

3. Covenants of Grantor. Grantors irrevocably covenant to allow the continued use of the Easement hereby granted and agrees not to take any actions which would reduce or curtail the effectiveness of the use of the Burdened Properties for the purposes of the Easement described above or that would interfere with Grantee's residential use of, and access to the Benefited Property in any way. Grantor warrants that: (a) Grantor will allow access across the Easement at all times, and (b) that Grantor will not obstruct or block the use of the Easement at any time in any way.

4. Relocation. If, as a result of governmental action, administration or regulation, (a) any of the Benefited Property is required to be relocated or (b) Grantee loses access to any or all of the Benefited Property for any reason, in each case in order for the Benefited Property purposes to be reasonably continued or for the purposes of Grantee Real Property on property in the vicinity to be continued and for Grantee to continue to enjoy the purposes and benefits of the Easement, then, subject to the approval of Grantors, which approval shall not be unreasonably withheld, Grantee may relocate the Easement to another location on the Burdened Properties. Such relocation shall provide the same or substantially the same rights and benefits to Grantee as described herein, including without limitation the rights of access, ingress and egress from an adjacent street.

5. Fixing Location. At the request of Grantor, Grantee will fix the location of the within easement on the subject property and establish a width no greater than that required by the road design standards of the city having jurisdiction. The easement granted hereby is nonexclusive, and if the Burdened Property is developed before the Benefited Property, the owner of the Burdened Property may build roads within the easement for its development and otherwise obtain access through the property subject to the easement. Grantee shall be obligated in connection with its construction and use of the Burdened Property to restore and landscape the unimproved portion of the premises to a condition comparable or better than what existed prior to commencing its construction.

6. Term. The Easement shall run with the land and be binding upon all current and future owners of the Burdened Properties. The Easement granted pursuant to this Agreement and the covenants of Grantors and all other terms hereof shall remain in full force and effect and shall not be amended or modified or terminated in any way. The Burdened Properties or any portion thereof may only be dedicated as a public road as long as the public road will at all times provide Grantee with all of the access and other rights granted under this Agreement.

7. Condemnation. If all or any part of the Burdened Properties is condemned or sought to be condemned, Grantee shall be entitled, in its sole discretion, to do any one or more of the following: (a) to contest the condemnation; (b) to relocate the Easement on the portion of the Burdened Properties not condemned or sought to be condemned in the same manner as provided in Section 4 above and subject to the respective Grantor's approval, which approval shall not be unreasonably withheld; (c) to terminate this Agreement; (d) to receive compensation from the condemnor for the value of Grantee's interest in the Burdened Properties and for the reduced value of Grantee's interest in the Burdened Properties and in any Grantee Real Property that are not acquired (whether located on the Burdened Properties or not) which results from the acquisition or condemnation or threatened condemnation; and/or (e) to recover from the condemnor to the maximum extent otherwise allowable by law. "Condemned" and "condemnation" for purposes of this Agreement shall include any transfer of possession, title or right relating to the Burdened Properties, or any portion thereof, in favor of or for the benefit of any entity exercising the power of eminent domain, including, but not limited to, sale or lease. No right of termination set forth anywhere in this Agreement may be exercised by or for the benefit of any entity having the power of eminent domain.

8. Successors and Grantee Real Property. This Agreement, including but not limited to the covenants of Grantors set forth above, shall constitute a covenant running with the land referred to herein as the Burdened Properties, and shall be binding upon Grantors and their successors and assigns, and the provisions hereof shall be specifically enforceable against Grantors and Grantors' successors and assigns. Without limiting the foregoing, Grantee shall have all remedies available at law or in equity to enforce this Agreement, including suits for damages and/or specific performance. In the event Grantee seeks an injunction based upon Grantor breach, it is specifically agreed that no bond shall be required.

9. Miscellaneous. This Agreement is to be governed by and interpreted under the laws of the State of Utah. If any of the provisions of this Agreement are deemed to be not enforceable, in whole or in part, the remaining provisions shall be enforceable notwithstanding the invalidity of any other provision. Any provision not enforceable in part shall be enforceable to the extent valid and enforceable. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Signature Page To Follow]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the dates set forth below, to be effective as of the date first set forth above.

GRANTOR 1:

Bluffdale Mountain Homes V, LLC, a Utah limited liability company

Date: 7/7/05

By: 
Name: Robert A. Jones
Title: Manager

GRANTOR 2:

South Hills Managers, LLC, a Utah limited liability company

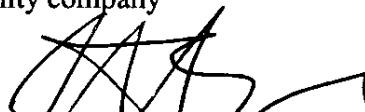
Date: 7-7-05

By: 
Name: Dave McLean
Title: Manager

GRANTOR 3:

Bluffdale Mountain Homes II, L.L.C., a Utah limited liability company

Date: 7/7/05

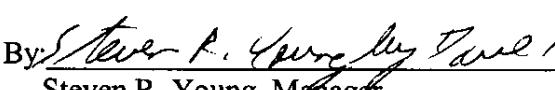
By: 
Name: Robert A. Jones
Title: Manager

GRANTEE:

South Hills Two, LLC, a Utah limited liability company

Date: 7/7/05

By its manager: South Hills Managers, LLC,
a Utah limited liability company

By: 
Steven R. Young, Manager
ATTORNEY IN FACT

STATE OF UTAH

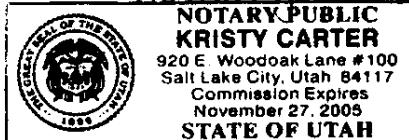
)

STATE OF UTAH)
: ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 7th day of June, 2005, by
Robert A. Jones, as the authorized representative of Bluffdale Mountain
Homes V, LLC, a Utah limited liability company.

Kristy Carter

NOTARY PUBLIC

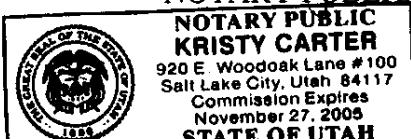


STATE OF UTAH)
: ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 7th day of June, 2005, by
Robert A. Jones, as the authorized representative of Bluffdale Mountain
Homes II, L.L.C., a Utah limited liability company.

Kristy Carter

NOTARY PUBLIC

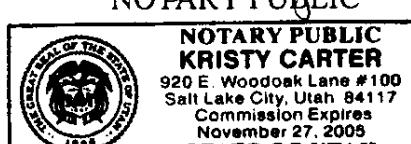


STATE OF UTAH)
: ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 7th day of June, 2005, by
Dave Milheim, as the authorized representative of South Hills Two, LLC, a
Utah limited liability company.

Kristy Carter

NOTARY PUBLIC

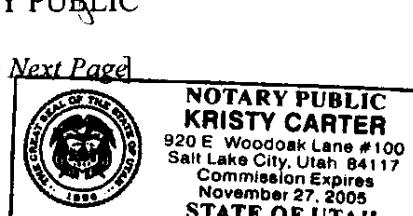


STATE OF UTAH)
: ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 7th day of June, 2005, by
Dave Milheim, as the authorized representative of South Hills Two, LLC, a
Utah limited liability company.

Kristy Carter

NOTARY PUBLIC



State of Utah)
.ss
County of Salt Lake)

On the 7th day of July 2005, personally appeared before me DAVE MILLHEIM whom being duly sworn by me did say that he is the Attorney in Fact for STEVEN R. YOUNG who are Managers of SOUTH HILLS MANAGERS, LLC and that the within and foregoing instrument was signed in behalf of said SOUTH HILLS MANAGERS, LLC by DAVE MILLHEIM as Attorney in Fact for the said STEVEN R. YOUNG pursuant to a written POWER OF ATTORNEY dated July 7, 2005 and the said DAVE MILLHEIM duly acknowledged to me that he executed the same as their Attorney in Fact.

Residing At:
Commission Expires:

Kristy Carter
Notary Public



NOTARY PUBLIC
KRISTY CARTER
920 E. Woodoak Lane #100
Salt Lake City, Utah 84117
Commission Expires
November 27, 2005

STATE OF UTAH



NOTARY PUBLIC
KRISTY CARTER
920 E. Woodoak Lane #100
Salt Lake City, Utah 84117
Commission Expires
November 27, 2005

STATE OF UTAH

CONSENT AND SUBORDINATION

The undersigned lienholders of the Burdened Properties hereby consent to this Agreement, which grants an Easement across property against which they hold or claim a lien, and hereby confirm and agree that any lien, security interest or claim the undersigned lienholders may now have or may hereafter acquire on or in the Burdened Properties, or any portion thereof, including without limitation, that certain lien created and evidenced by that certain Deed of Trust, dated March 8, 2004, executed by **Bluffdale Mountain Homes II, L.L.C.**, a Utah limited liability company, as trustor, in favor of Surety Title Agency, as trustee, for the benefit and security of the undersigned lienholders, collectively, as beneficiaries, securing **Bluffdale Mountain Homes II, L.L.C.**'s repayment of an original principal sum of \$1,304,138.00, recorded, March 10, 2004, in the office of the Salt Lake County Recorder as Entry No. 8999858, in Book 8956 at page 439, shall be and hereby are subordinate in all respects and subject to the Easement and the rights granted to Grantee under this Agreement.

Loretta Wilcox
Loretta Wilcox, attorney in fact for
RULON WILCOX, as Trustee of the
WALTER RULON WILCOX AND
LORETTA WILCOX REVOCABLE
LIVING TRUST, dated the 23rd day of
September, 2000 as to an undivided 14.2%
interest

Loretta Wilcox
Loretta Wilcox, attorney in fact for
MICHAEL R. WILCOX, as to an
undivided 8.36% interest

Loretta Wilcox
Loretta Wilcox, attorney in fact for
DAVID W. WILCOX, as to an undivided
8.36% interest

W. CRAIG WILCOX Trustees under the
WILCOX FAMILY LIVING TRUST dated
June 11, 2001, as to an undivided 8.36%
interest

Loretta Wilcox
Loretta Wilcox, attorney in fact for
DONNA J. PEAY, as to an undivided 11%
interest

Loretta Wilcox
Loretta Wilcox, attorney in fact for
BRANDY K. POWELL, as to an
undivided 11% interest

Loretta Wilcox
LORETTA WILCOX, as Trustee of the
WALTER RULON WILCOX AND
LORETTA WILCOX REVOCABLE
LIVING TRUST, dated the 23rd day of
September, 2000 as to an undivided 14.2%
interest

JANETTE WILCOX, as to an undivided
8.36% interest

DARLINE W. CHRISTENSEN as to an
undivided 8.36% interest

Kaylene Wilcox
KAYLENE WILCOX, Trustees under the
WILCOX FAMILY LIVING TRUST dated
June 11, 2001, as to an undivided 8.36%
interest

Loretta Wilcox
Loretta Wilcox, attorney in fact for
DELORES PEAY, as to an undivided 11%
interest;

Loretta Wilcox
Loretta Wilcox, attorney in fact for
JAMES WAYNE JACKSON, as to an
undivided 11% interest

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undivided 8.36% interest

Loretta Wilcox, attorney in fact for
DAVID W. WILCOX, as to an undivided
8.36% interest

W. Craig Wilcox
W. CRAIG WILCOX Trustees under the
WILCOX FAMILY LIVING TRUST dated
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interest

Loretta Wilcox, attorney in fact for
DONNA J. PEAY, as to an undivided 11%
interest

Loretta Wilcox, attorney in fact for
BRANDY K. POWELL, as to an
undivided 11% interest

LORETTA WILCOX, as Trustee of the
WALTER RULON WILCOX AND
LORETTA WILCOX REVOCABLE
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September, 2000 as to an undivided 14.2%
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JANETTE WILCOX, as to an undivided
8.36% interest

DARLINE W. CHRISTENSEN as to an
undivided 8.36% interest

Kaylene Wilcox
KAYLENE WILCOX, Trustees under the
WILCOX FAMILY LIVING TRUST dated
June 11, 2001, as to an undivided 8.36%
interest

Loretta Wilcox, attorney in fact for
DELORES PEAY, as to an undivided 11%
interest;

Loretta Wilcox, attorney in fact for
JAMES WAYNE JACKSON, as to an
undivided 11% interest

CONSENT AND SUBORDINATION

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8.36% interest

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interest

Loretta Wilcox, attorney in fact for
BRANDY K. POWELL, as to an
undivided 11% interest

LORETTA WILCOX, as Trustee of the
WALTER RULON WILCOX AND
LORETTA WILCOX REVOCABLE
LIVING TRUST, dated the 23rd day of
September, 2000 as to an undivided 14.2%
interest

Janette Wilcox
JANETTE WILCOX, as to an undivided
8.36% interest

Darline W. Christensen
DARLINE W. CHRISTENSEN as to an
undivided 8.36% interest

KAYLENE WILCOX, Trustees under the
WILCOX FAMILY LIVING TRUST dated
June 11, 2001, as to an undivided 8.36%
interest

Loretta Wilcox, attorney in fact for
DELORES PEAY, as to an undivided 11%
interest;

Loretta Wilcox, attorney in fact for
JAMES WAYNE JACKSON, as to an
undivided 11% interest

EXHIBIT A
[116]

Legal Description of Burdened Property 1

The Southwest quarter of the Southeast quarter of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian.

Tax Parcel No.: 33-17-400-003

EXHIBIT B
[117]

Legal Description of Burdened Property 2

The Southeast Quarter of the Southeast Quarter of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian.

Tax Parcel No.: 33-17-400-004

EXHIBIT C
[99]

Legal Description of Burdened Property 3

Beginning at the East Quarter corner of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence South $0^{\circ}24'16''$ West 700 feet; thence North $89^{\circ}39'44''$ West 600 feet; thence South $0^{\circ}24'16''$ West 450 feet; thence South $89^{\circ}35'44''$ East 300 feet; thence North $0^{\circ}24'16''$ East 150 feet; thence South $89^{\circ}35'44''$ East 300 feet; thence South $0^{\circ}24'16''$ West 320 feet; thence West 1320 feet more or less; thence North 1380 feet more or less; thence East 1320 feet more or less; thence South $0^{\circ}26'31''$ West 60 feet to the point of beginning. LESS AND EXCEPTING therefrom any portion lying within the bounds of 3200 West Street.

Tax Parcel No.: 33-17-400-006

EXHIBIT D
[115]

Legal Description of Benefited Property

All of the South half of the Southwest Quarter of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian.

Tax Parcel No.: 33-17-300-002