

Recording Requested By:
 When Recorded Return To:
 Ron Glines, Esq.
 545 E 4500 S, Suite E220
 Salt Lake City, Utah 84107

303-4736881

Space Above for Recorder's Use Only

RECIPROCAL EASEMENT AGREEMENT

This RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made by and among the following parties: Arlie J. Nelson, as Trustee of The 2006 Arlie J. Nelson Trust, dated June 27, 2006; Ernie Sweat, a married man; Eddie G. Nelson and Linda J. Nelson, husband and wife; Curtis J. Evans and Julie V. Evans, husband and wife; Woodstone Homes South, Inc., a Utah corporation; Kenneth W. Hill and Jeanne Hill, husband and wife; Tonya Purdie, a married woman; Kelli Lynn Riding and Kent L. Riding, as co-Trustees of the Nelson Family Trust, dated May 31, 2006; Zeldamarie Shimada, an unmarried woman; and Wallace O. Nelson, Jr. and Omah J. Nelson, husband and wife (each a "Party", and collectively, the "Parties").

RECITALS

A. With respect to this Agreement, each of the Parties is the owner of certain real property situated in the County of Salt Lake, State of Utah, further described by reference as follows:

1. Arlie J. Nelson, as Trustee of The 2006 Arlie J. Nelson Trust, dated June 27, 2006, is the owner of that certain parcel of real property identified as parcel no. 27-23-351-006, and as more particularly described in Instrument No. 9790323, Book 9325, Page 7166-7167, as recorded in the office of the Recorder for the County of Salt Lake, State of Utah.

2. Ernie Sweat, a married man, is the owner of that certain parcel of real property identified as parcel no. 27-23-351-007, and as more particularly described in Instrument No. 9812725, Book 9336, Page 2624-2625, as recorded in the office of the Recorder for the County of Salt Lake, State of Utah.

3. Eddie G. Nelson and Linda J. Nelson, husband and wife, are the owners of that certain parcel of real property identified as parcel no. 27-23-351-009, and as more particularly described in Instrument No. 6707428, Book 7726, Page 2981-2982, as recorded in the office of the Recorder for the County of Salt Lake, State of Utah.

4. Eddie G. Nelson and Linda J. Nelson, husband and wife, are the owners of that certain parcel of real property identified as parcel no. 27-23-351-010, and as more particularly described in Instrument No. 5387173, Book 6567, Page 1398-1399, as recorded in the office of the Recorder for the County of Salt Lake, State of Utah.

5. Curtis J. Evans and Julie V. Evans, husband and wife, are the owners of that certain parcel of real property identified as parcel no. 27-23-351-014, and as more

particularly described in Instrument No. 8663581, Book 8804, Page 3017-3018, as recorded in the office of the Recorder for the County of Salt Lake, State of Utah.

6. Eddie G. Nelson and Linda J. Nelson, husband and wife, are the owners of that certain parcel of real property identified as parcel no. 27-23-351-016, and as more particularly described in Instrument No. 6818068, Book 7834, Page 0782, as recorded in the office of the Recorder for the County of Salt Lake, State of Utah.

7. Woodstone Homes South, Inc., a Utah corporation, is the owner of that certain parcel of real property identified as parcel no. 27-23-351-017, and as more particularly described in Instrument No. 9683396, Book 9275, Page 9507-9508, as recorded in the office of the Recorder for the County of Salt Lake, State of Utah. Said instrument names Woodstone Homes South, LLC, as the owner of record when, in fact, the correct names is, and should have been, Woodstone Homes South, Inc.

8. Kenneth W. Hill and Jeanne Hill, husband and wife, are the owners of that certain parcel of real property identified as parcel no. 27-23-351-018, and as more particularly described in Instrument No. 7673318, Book 8373, Page 0404-0405, as recorded in the office of the Recorder for the County of Salt Lake, State of Utah.

9. Tonya Purdie, a married woman, is the owner of that certain parcel of real property identified as parcel no. 27-23-352-008, and as more particularly described in Instrument No. 9314835, Book 9101, Page 7766, as recorded in the office of the Recorder for the County of Salt Lake, State of Utah.

10. Kelli Lynn Riding and Kent L. Riding, as co-Trustees of the Nelson Family Trust, dated May 31, 2006, are the owners of that certain parcel of real property identified as parcel no. 27-23-352-003, and as more particularly described in Instrument No. 9799913, Book 9330, Page 5550-5551, as recorded in the office of the Recorder for the County of Salt Lake, State of Utah.

11. Zeldamarie Shimada is the owner of that certain parcel of real property identified as parcel no. 27-23-352-002, and as more particularly described in Instrument No. 9159015, Book 9031, Page 3457, as recorded in the office of the Recorder for the County of Salt Lake, State of Utah.

12. Wallace O. Nelson, Jr. and Omah J. Nelson, husband and wife, are the owners of that certain parcel of real property identified as parcel no. 27-23-352-001, and as more particularly described in Instrument No. 6656091, Book 7678, Page 0230-0231, as recorded in the office of the Recorder for the County of Salt Lake, State of Utah.

B. The Parties desire to establish a common entrance to each and all of their properties, and thereby combine a pre-existing 30 foot right-of-way with a pre-existing 20 foot right-of-way to make a single easement as described herein.

C. The parties now desire to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENT

1. **Easement.**

1.1 **Nature of Easement.**

Subject to the provisions of Paragraph 4.1 hereof negating any public rights, the easement hereinafter made and granted in this Section 1 shall be: (a) perpetual; (b) appurtenant to the dominant tenements; and (c) non-exclusive and for the use and benefit of each Party and its successors and assigns. The benefited portion of each Party's property is to be the dominant tenement and the burdened portion of each Party's property is to be the servient tenement.

1.2 **Purpose of Easements.**

The easements hereinafter made and granted in this Section 1 shall in each instance be for pedestrian and vehicular access, ingress and egress, and for the backing, maneuvering and turning of vehicles; together with the right to install and construct utility lines and services and other improvements for the reasonable development of the properties, including, but not limited to, gas, water, electric, telephone, sewer, cable television, other wires and lines, paving, driveways, lighting facilities, plants and landscaping ("Roadway Improvements") and the reconstruction, maintenance, operation and replacement of such Roadway Improvements or other improvements necessary or incidental to the maintenance and operation thereof, together with (a) the right of access, ingress and egress to said easement, (b) the right to clear and keep clear the "Easement Area" (as hereinafter defined) from buildings, construction, and other materials, obstructions or growths detrimental to the use of said easement, and (c) the right to grant said easement to any successor in interest to the dominant tenement of such granting Party, without limitation and without joinder of any other Party hereto or any assignees or successors in interest to a Party hereto.

1.3 **Reciprocal Grant of Easement by Each Party.**

Each and every Party hereto does hereby make and grant to each and every other Party hereto an easement for the purposes stated in this Section 1 over, across and through that portion of each respective Party's property, and/or interest in property, including but not limited to, any pre-existing rights of way, easements or other interests, which is burdened by and subject to the Easement Area described below.

1.4 **Easement Area.**

The "Easement Area" refers to and shall be all that real property within the 50-foot wide strip of land described in Exhibit A attached hereto and incorporated herein by this reference.

2. Maintenance.

The Parties shall repair and maintain, or cause to be repaired and maintained, the Easement Area at all times in a good, safe and usable condition, including but not limited to, (a) maintaining paved surfaces; (b) removing debris, refuse and impediments; (c) repairing and reconstructing any damage resulting from a casualty or necessitated by any exercise of the power of eminent domain; and (d) maintaining all landscaping.

3. Effect of Breach.

3.1 Mortgagee Protection.

Breach of any condition, restriction or other provision of this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of the conditions, restrictions and other provisions of this Agreement shall be binding and effective against any Party whose title is acquired by foreclosure, trustee's sale or otherwise.

3.2 No Cancellation.

The breach of any condition, restriction or other provision of this Agreement shall not entitle any Party to cancel, rescind or otherwise terminate this Agreement, but this limitation shall not affect in any manner any other rights or remedies which a Party may have by reason of any such breach.

4. General Provisions.

4.1 Not a Public Dedication.

Nothing contained in this Agreement shall be deemed to be a gift or dedication of the Easement Area, or any portion of any property referenced herein, to the general public or for the general public or for any public purpose whatsoever, and this Agreement shall be strictly limited to and for the purposes expressed herein.

4.2 Effective Date.

This Agreement shall take effect only upon its recordation in the office of the Recorder of the County of Salt Lake, State of Utah.

4.3 Restrictions Run with the Land.

Each and all of the conditions, restrictions and other provisions of this Agreement are for the mutual benefit of the Parties, and each of them, as record owners of the properties referenced herein. The conditions, restrictions and other provisions of this Agreement shall run with the land in respect of each property referenced herein, and every portion thereof, and shall apply to and be binding upon the respective

successors in interest to such properties and every portion thereof, for the benefit of such properties and every portion thereof.

4.4 If any provision or clause hereof, or application thereof, shall be held to be void, invalid or unenforceable, such provision clause or application shall be stricken as severable, and the remaining provisions, clauses and applications thereof shall remain in full force and effect. In any legal proceeding which may arise between or among any of the Parties hereto as a result of a breach of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. This Agreement constitutes the entire agreement between the Parties and may not be amended or modified except by an instrument in writing signed by all Parties hereto and recorded in the office of the Recorder of the County of Salt Lake, State of Utah. The section headings are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, any of the terms and provisions of this Agreement. This Agreement shall be interpreted and construed in accordance with its plain language and no presumption or burden of proof shall be implied or employed against any Party.

THE PARTIES ACKNOWLEDGE AND AGREE HAVING READ AND UNDERSTOOD THIS AGREEMENT AND HAVING BEEN PROVIDED WITH A FULL AND FAIR OPPORTUNITY TO REVIEW THIS AGREEMENT WITH INDEPENDENT COUNSEL OF THEIR OWN CHOOSING AND THAT THE PARTIES FREELY AND VOLUNTARILY, WITHOUT DURESS OR UNDUE INFLUENCE, ENTER INTO AND EXECUTE THIS AGREEMENT.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date set forth next to each Party's signature below.

|

[signatures and acknowledgments on following pages]

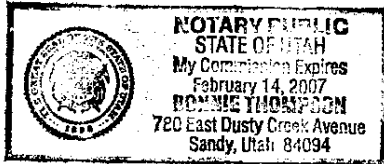
Archie J. Nelson
Archie J. Nelson, as Trustee of
The 2006 Archie J. Nelson Trust, dated June 27, 2006

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 17th day of Sept, 2006, personally appeared before me, a notary public, Archie J. Nelson, who being by me duly sworn did say that she executed the foregoing instrument as trustee by authority delegated by an existing trust.

WITNESS my hand and official seal:

Bonnie Thompson
Notary Public



Residing at:

780 East Dusty Creek Ave.
Sandy, Utah 84094




Ernie Sweat

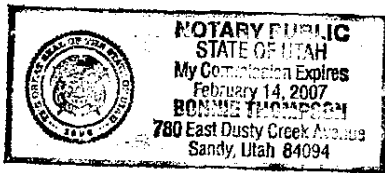
STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 17th day of Sept, 2006, personally appeared before me, a notary public, Ernie Sweat, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

WITNESS my hand and official seal:



Notary Public



Residing at:
780 East Dusty Creek Ave.
Sandy, Utah 84094

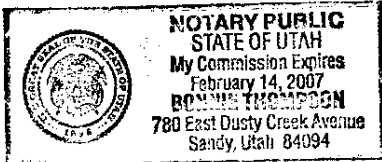
Eddie G. Nelson
Eddie G. Nelson

Linda J. Nelson
Linda J. Nelson

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 17th day of Sept., 2006, personally appeared before me, a notary public, Eddie G. Nelson, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

WITNESS my hand and official seal:



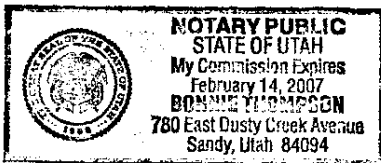
Bonnie Thompson
Notary Public

Residing at:
780 East Dusty Creek Ave.
Sandy, Utah 84094

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)


On the 17th day of Sept., 2006, personally appeared before me, a notary public, Linda J. Nelson, the signer of the within and foregoing instrument, who duly acknowledged to me that she executed the same.

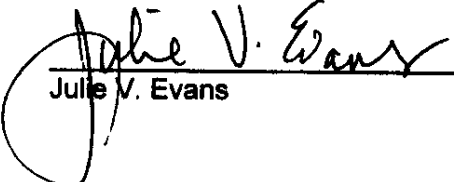
WITNESS my hand and official seal:



Bonnie Thompson
Notary Public

Residing at: 780 East Dusty Creek Ave.
Sandy, Utah
84094

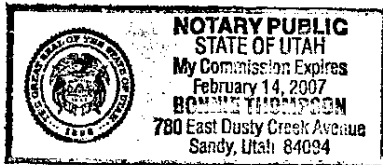

Curtis J. Evans

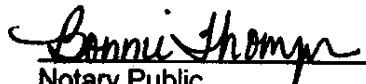

Julie V. Evans

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

On the 20th day of Sept., 2006, personally appeared before me, a notary public, Curtis J. Evans, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

WITNESS my hand and official seal:



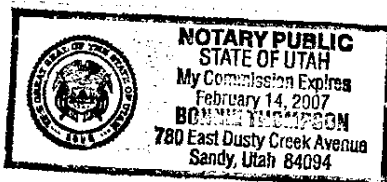

Notary Public

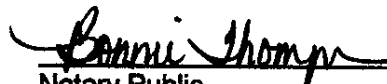
Residing at: 780 East Dusty Creek Ave
Sandy, Utah 84094

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

On the 20th day of Sept., 2006, personally appeared before me, a notary public, Julie V. Evans, the signer of the within and foregoing instrument, who duly acknowledged to me that she executed the same.

WITNESS my hand and official seal:




Notary Public

Residing at: 780 East Dusty Creek Ave.
Sandy, Ut 84094

Reciprocal Grant of Easement--continued
Page 10 of 18

Woodstone Homes South, Inc.

By: James Garner

Name: James S Garner

Its: President

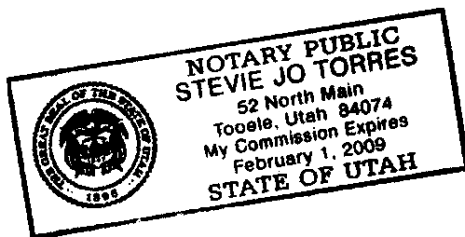
STATE OF UTAH }
 Tooele } es:
COUNTY OF SALT LAKE }

On the 20th day of September, 2006, personally appeared before me, a notary public, James S. Garner, who being duly sworn did say that he is the President of the corporation that executed the foregoing instrument, and acknowledged to me that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and the said James Garner duly acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal:

[Signature]
Notary Public

Residing at:
Tooele, UT



Kenneth W. Hill
Kenneth W. Hill

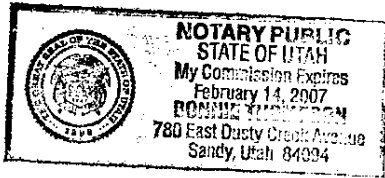
Jeanne Hill
Jeanne Hill

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 17th day of Sept., 2006, personally appeared before me, a notary public, Kenneth W. Hill, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

WITNESS my hand and official seal:

Bonnie Thompson
Notary Public



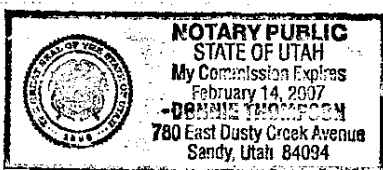
Residing at:
780 East Dusty Creek Ave.
Sandy, Utah 84094

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

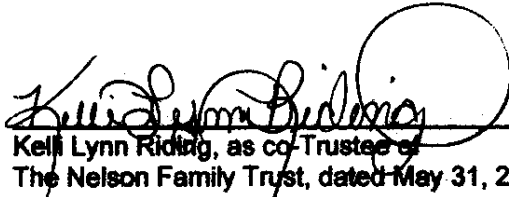
On the 17th day of Sept, 2006, personally appeared before me, a notary public, Jeanne Hill, the signer of the within and foregoing instrument, who duly acknowledged to me that she executed the same.

WITNESS my hand and official seal:


Bonnie Thompson
Notary Public



Residing at: 780 East Dusty Creek Ave
Sandy, Utah 84094



Kelli Lynn Riding, as co-Trustee of
The Nelson Family Trust, dated May 31, 2006



Kent L. Riding, as co-Trustee of
The Nelson Family Trust, dated May 31, 2006

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

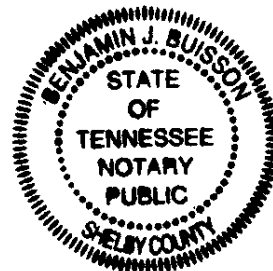
On the 19th day of September, 2006, personally appeared before me, a notary public, Kelli Lynn Riding and Kent L. Riding, who being by me duly sworn did say that they executed the foregoing instrument as co-trustees by authority delegated by an existing trust.

WITNESS my hand and official seal:



Notary Public

Residing at:



MY COMMISSION EXPIRES:
June 15, 2010

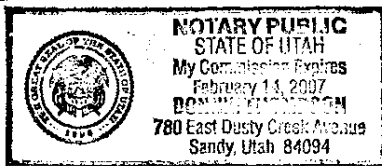
Zeldamarie Shimada
Zeldamarie Shimada

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 17th day of Sept., 2006, personally appeared before me, a notary public, Zeldamarie Shimada, the signer of the within and foregoing instrument, who duly acknowledged to me that she executed the same.

WITNESS my hand and official seal:

Bonnie Thompson
Notary Public



Residing at:
780 East Dusty Creek Ave
Sandy, Utah 84094

Wallace O. Nelson, Jr.
Wallace O. Nelson, Jr.

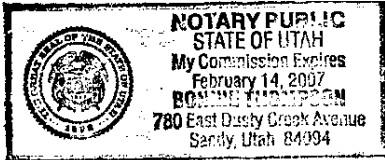
Omah J. Nelson
Omah J. Nelson

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 17th day of Sept., 2006, personally appeared before me, a notary public, Wallace O. Nelson, Jr., the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

WITNESS my hand and official seal:

Bonnie Thompson
Notary Public



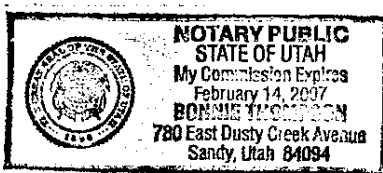
Residing at:
780 East Dusty Creek Ave.
Sandy, Utah 84094

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 17th day of Sept., 2006, personally appeared before me, a notary public, Omah J. Nelson, the signer of the within and foregoing instrument, who duly acknowledged to me that she executed the same.

WITNESS my hand and official seal:

Bonnie Thompson
Notary Public



Residing at:
780 East Dusty Creek Ave.
Sandy, Utah 84094

EXHIBIT "A"

(legal description of Easement Area)

Beginning 396.0 feet North along the Section line from the Southwest corner of Section 23, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 20.0 feet; thence East 408.0 feet; thence North 50.0 feet; thence West 408.0 feet; thence South 30.0 feet to the point of beginning.