

WHEN RECORDED MAIL TO:
DEPOMAX PROPERTIES HOLDINGS, LLC
9134 Williamsburg Court
West Jordan, Ut 84088
MNT #98022729

7243213
02/02/99 4:02 PM 27.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
REC BY: R JORDAN DEPUTY - WI

**CONVEYANCE OF PROPERTY
AND GRANT OF EASEMENT**

This Conveyance and Grant of Easement entered into between DEPOMAX PROPERTIES HOLDINGS, LLC ("Buyer") and WESTSIDE CARPENTER ASSOCIATES, LLC ("Seller").

RECITALS:

WHEREAS, Seller is the owner of that property described as Parcel 1, at Exhibit A, by reference made a part hereof (herein the "Property"), which Property is being sold to Buyer pursuant to a Real Estate Purchase Contract dated 11-24-98 (the "Contract"), and pursuant to the Contract, the Property is being transferred and this agreement is being delivered at the closing thereof; and

WHEREAS, Seller is also the owner of those parcels of real property and/or rights of way described as Parcel 2, Parcel 3, and Parcel 4 at Exhibit A which parcels are adjacent to the Property; and

WHEREAS, Seller desires to grant to Buyer perpetual and exclusive and non-exclusive easements as provided herein and to convey to Buyer such legal and equitable title to certain of the Parcels as may be described herein.

NOW THEREFORE, in consideration of the foregoing recitals, and the conveyance of the Property to Buyer, the receipt and sufficiency of which is hereby acknowledged, Seller grants and conveys to Buyer the following rights and interests:

1. **Grant of Perpetual and Exclusive Use Easement For Parking Stalls.** Seller grants to Buyer and Buyer's successors and assigns, a perpetual and exclusive right of use for two parking spaces to be contained within Parcel 3 described at Exhibit A for use for parking or other purposes related to Buyer's use of the Property. Buyer shall be responsible for the maintenance, surfacing and re-surfacing of such parking area as needed or as may be reasonable and deemed appropriate by Buyer for its use of the Property.

2. **Grant of Perpetual Easement for Maintenance, Utilities, and Ingress and Egress.** Seller grants to Buyer and Buyer's successors and assigns, a perpetual and non-exclusive right of way over, under and across Parcel 2 and Parcel 4, for ingress and egress for Buyer and Buyer's guests and invitees, for maintenance of the Property, for installation and maintenance of utilities and utility lines, including electricity, gas, propane, telephone, cable, water and water lines, sewer and drainage and pipelines related to sewer and drainage, and for all other reasonable needs of the Property, as they now exist, and in addition, Seller grants to Buyer an easement over, across and under all driveways, parking areas, curb cuts, accesses, properties and rights of way now owned or utilized by Seller in connection with the Property. To the extent that Buyer utilizes this easement for maintenance or

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installation of utilities of any type or kind, Buyer will repair any damage to the property of Seller if such damage occurs in connection therewith, unless such damage results from Seller's construction of improvements over, across or in obstruction of such utilities.

3. **Quit-Claim Deed and Conveyance.** By this instrument, Seller grants, conveys and quit-claims to Buyer all right, title and interest in and to that property described as follows:


Beginning at a point which is West 20 rods, South 1 rod, and East 11 rods from the northeast corner of Lot 7, Block 47, Plat "A", Salt Lake City Survey; and running thence South 8 rods; thence West 61 feet; thence South 1 rod; thence East 77.5 feet; thence North 9 rods; thence West 1 rod to the point of beginning.

Seller reserves to itself a non-exclusive and perpetual easement and right-of-way over, under, and across said property for purposes of maintenance of any and all utilities, utility lines, sewer and water lines, telephone cables or lines as they may now exist for the benefit of Seller's property. To the extent Seller utilizes this easement for maintenance or installation of any such utilities, Seller shall repair any damage to the property.

IN WITNESS WHEREOF, the parties have executed this agreement this 29 day of January, 1999.

SELLER:

WESTSIDE CARPENTER ASSOCIATES, LLC

By: 
William K. Martin, Jr.
Its Manager

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BUYER:

DEPOMAX PROPERTIES HOLDINGS, LLC

By: See Attached Signature Page
Its _____

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Boyd G. Williams
BOYD G. WILLIAMS, Individually

Dorothy D. Williams
DOROTHY D. WILLIAMS, Individually

Steven Stacy
STEVEN STACY, Individually

Renée Stacy
RENEE STACY, Individually

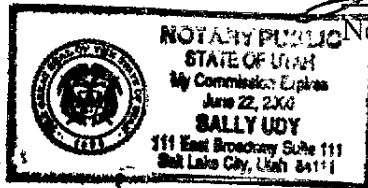
Rockie Dustin
ROCKIE DUSTIN, Individually

Carilee Dustin
CARILEE DUSTIN, Individually

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STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 29th day of January, 1999, by William K. Martin, Jr., in his capacity as Manager of WESTSIDE CARPENTER ASSOCIATES, LLC.

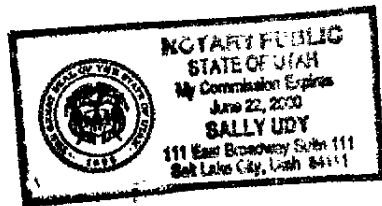


Sally Udy

Notary Public

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 29th day of January, 1999, by BOYD G. WILLIAMS & DOROTHY D. WILLIAMS in his capacity as Members of DEPOMAX PROPERTIES HOLDINGS, LLC.



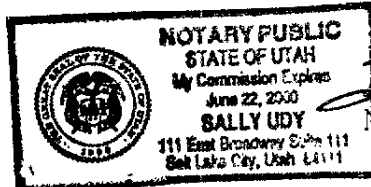
Sally Udy

Notary Public

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STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 29 day of January, 1999, by STEVEN STACY & RENEE STACY in his capacity as Members of DEPOMAX PROPERTIES HOLDINGS, LLC.

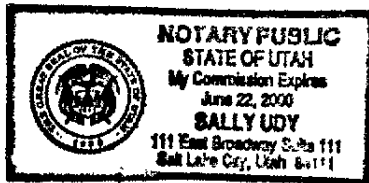


Sally Udy

Notary Public

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 29th day of January, 1999, by ROCKIE DUSTIN & CARILEE DUSTIN in his capacity as Members of DEPOMAX PROPERTIES HOLDINGS, LLC.



Sally Udy

Notary Public

POOR COPY -
CO. RECORDER

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This document is being recorded solely as a courtesy and an accommodation to the parties named therein. METRO NATIONAL TITLE hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

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**EXHIBIT A TO
CONVEYANCE OF PROPERTY
AND GRANT OF EASEMENT**

**Legal Descriptions
SEED BUILDING**

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All parcels located in State of Utah, County of Salt Lake:

Parcel 1:

A tract of land located in Lot 7, Block 47, Plat "A", Salt Lake City Survey, Salt Lake City, Utah, described as follows:

Beginning 1 rod South and 128.25 feet East of the northwest corner of Lot 7, Block 47, Plat "A", Salt Lake City Survey, and running thence East 53.25 feet; thence South 8 rods; thence West 61.00 feet; thence North 24.75 feet; thence East 7.75 feet; thence North 107.25 feet to the point of beginning.

Parcel 2:

RESERVING THEREFROM an easement for utility installation and maintenance purposes inuring to the benefit of the west adjoining parcel described as follows:

Beginning 1 rod South and 128.25 feet East of the northwest corner of Lot 7, Block 47, Plat "A", Salt Lake City Survey, and running thence East 5.00 feet; thence South 25.00 feet; thence West 5.00 feet; thence North 25.00 feet.

Parcel 3:

TOGETHER WITH an easement for parking purposes and the exclusive right to use two (2) parking stalls located upon the following described property:

Beginning 128.25 feet East of the northwest corner of Lot 7, Block 47, Plat "A", Salt Lake City Survey, and running thence East 53.25 feet; thence North 16.5 feet; thence West 53.25 feet; thence South 16.50 feet to the point of beginning.

Parcel 4:

ALSO TOGETHER WITH a perpetual and non-exclusive right of way over and upon the following described property:

Beginning at the northeast corner of Lot 7, Block 47, Plat "A", Salt Lake City Survey; and running thence West 20 rods; thence South 1 rod; thence East 11 rods; thence South 8 rods; thence West 11 rods; thence South 1 rod; thence East 12 rods; thence North 9 rods; thence East 8 rods; thence North 1 rod to the point of beginning.

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