



\*W2452405\*

WHEN RECORDED RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E# 2452405 PG 1 OF 9  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
31-DEC-09 3:43 PM FEE \$30.00 DEP SC  
REC FOR: FOUNDERS TITLE COMPANY - SYRAC  
ELECTRONICALLY RECORDED

*part 05-148-0012*

*D-43796*

**EASEMENT AGREEMENT  
(INGRESS, EGRESS AND PARKING)**

THIS EASEMENT AGREEMENT is made effective as of the 31st day of December 2009 between Autoliv ASP, Inc., an Indiana corporation, whose address is 3350 Airport Road, Ogden UT 84405-1563 ("Autoliv"), and Air Ind, LLC, a Utah limited liability company, whose address is 1188 West Sportsplex Drive, Suite 230, Kaysville, UT 84037 ("Air Ind").

**RECITALS**

A. Autoliv is the owner of certain property in Weber County, Utah, as more particularly described on Exhibit "A" attached hereto (the "Autoliv Property").

B. Air Ind is the owner of certain property in Weber County, Utah adjacent to and immediately north of the Autoliv Property, as more particularly described on Exhibit "B" attached hereto and incorporated herein (the "Air Ind Property").

C. Air Ind desires the ability to gain access to the Air Ind Property from the road known as "Airport Road" over a portion of the Autoliv Property and also desires certain parking rights on the Autoliv Property, each for the benefit of the Air Ind Property.

D. Autoliv is willing to allow such access and parking subject to the terms as specified below.

**AGREEMENT**

NOW THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration paid by Air Ind to Autoliv, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** Autoliv hereby grants to Air Ind, for the benefit of Air Ind and any tenants, employees and invitees, a perpetual, non exclusive easement over a portion of the Autoliv Property more particularly described on Exhibit "C" attached hereto and incorporated herein (the "Easement Parcel") for vehicular and pedestrian access and parking in stalls as may be designated from time to time by Autoliv. A site plan showing the Easement Parcel is attached hereto as Exhibit "D" and incorporated herein.

2. **Maintenance.** Autoliv shall continue to maintain the Easement Parcel under its normal procedures at its sole expense.

3. **Waiver and Indemnity.** Air Ind agrees, and this Agreement is made upon the condition that Autoliv shall not be liable, responsible, or in any way accountable to Air Ind, any tenant it may have or their respective employees, customers or invitees for (a) loss, destruction or theft of or any damages to any vehicles, equipment or other items located on or about the Easement Parcel except as caused by the gross negligence or willful misconduct of Autoliv, or (b) injury to or death of any persons who may be at any time using, occupying or visiting the Easement Parcel or the Air Ind Property, except as caused by the gross negligence or willful misconduct of the Trust.

Air Ind shall indemnify, defend and hold harmless Autoliv from and against any and all claims, demands, liability loss, cost or expense of any kind (including reasonable attorneys' fees) arising out of or in any way connected with its use of the Easement Parcel. Upon the assertion of any claim or demand covered by the foregoing indemnity, Air Ind shall at its sole expense undertake the defense thereof, and discharge any judgment, order or compromise settlement rendered against or suffered by Autoliv and shall pay all costs, interest and attorneys' fees associated therewith.

4. **Insurance.** Air Ind shall maintain, at its own expense, a policy of comprehensive public liability insurance relating to its use and occupancy of the Easement Parcel. Such liability insurance shall:

- (a) Be an amount of at least \$2,000,000;
- (b) Include Autoliv as an additional insured;
- (c) Provide that the insurer shall notify all named insureds, in writing, at least twenty (20) days prior to the cancellation or reduction of coverage of the policy; and
- (d) Be procured with an insurer licensed to do business in the State of Utah.

Air Ind shall provide a certificate showing that such an insurance policy has been obtained, and shall continue to provide, at least annually, evidence that such coverage has been maintained in full force and effect.

5. **Successors and Assigns.** This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns, including any future owners of the Autoliv Property and the Air Ind Property.

6. **Severability.** The invalidity or unenforceability of any portions of this Agreement shall not affect the validity or enforceability of the remainder hereof.

7. **Cost of Enforcement.** In the event of a default under this Agreement, the defaulting party shall be responsible for all costs of enforcement of the other party, including but not limited to attorneys' fees.

8. **Governing Law.** This Sublease shall be governed by and construed under the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have executed this Parking and Access Agreement as of the date first written above.

Autoliv ASP, Inc., an Indiana corporation

By: Michael J. Weir  
Name: Michael J. Weir  
Title: President ASP

Air Ind, LLC, a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Parking and Access Agreement as of the date first written above.

Autoliv ASP, Inc., an Indiana corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Air Ind, LLC, a Utah limited liability company

By: \_\_\_\_\_  
Name: Michael W. Smith  
Title: Manager

ACKNOWLEDGEMENTS

STATE OF Utah )  
COUNTY OF Weber ) : ss.

On the 31 day of December, 2009, the foregoing Easement Agreement was acknowledged before me by Michael Ward, in his capacity as President of Autoliv ASP, Inc., an Indiana corporation.

Tina Saunders  
Notary Public

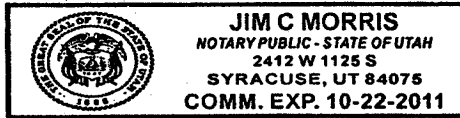
STATE OF UTAH )  
COUNTY OF DAVIS ) : ss.



On the 31<sup>st</sup> day of DECEMBER, 2009, the foregoing Easement Agreement was acknowledged before me by NEIL J. WALL, in his capacity as MANAGER of Air Ind, LLC., a Utah limited liability company.

Jim C Morris  
Notary Public

1045804v1/IBR



**EXHIBIT A****Legal Description of Autoliv Property****05-148-0020**

A part of the North Half of Section 6, Township 5 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey:

Beginning at a point 469.35 feet South 0°22'52" West along the Quarter Section Line to the Northwest right of way line of Interstate 15 and 306.26 feet South 20° 11 '47" East along said Northwesterly right of way line from the North Quarter corner of said Section and running thence South 20°11 '47" East 465.75 feet along said Northwesterly right of way line to the Northerly line of the Union Pacific Railroad Property; thence three (3) courses along said Northerly line as follows South 38°50' 12" West 436.31 feet; North 0°22'52" East 85.48 feet and South 38°26'52" West 1275.62 feet; thence North 14° 19'52" East 1760.61 feet; thence South 75°43'44" East 43. 15 feet; thence South 59°35'42" East 81.83 feet; thence North 85°14'32" East 82.63 feet; thence South 75°43'44" East 129.09 feet; thence North 67°36' 18" East 162.0 I feet to the point of beginning

Contains 15.987 Acres

Subject to the Following Parking and Access Easement:

A part of the North Half of Section 6, Township 5 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey:

Beginning at a point 469.35 feet South 0°22'52" West along the Quarter Section line to the northwesterly right of way line of Interstate 15 and 306.26 feet South 20°11'47" East along said right of way line from the North Quarter corner of said Section and running thence South 20°11 '47" East 53.11 feet along said right of way line to a point on a fence line extended; thence South 71°45'15" West 173.35 feet along said fence line extended and an existing fence line to a building corner; thence North 75°34'46" West 101.61 feet along said building; thence North 15° 11'07" East 4.57 feet; thence North 75°49'33" West 11.64 feet; thence Southwesterly along the arc of a 29.00 foot radius curve to the left a distance of 18.90 feet (long chord bears South 85°30'26" West 18.56 feet); thence South 66°50'24" West 19.91 feet; thence Northwesterly along the arc of 56.25 foot radius curve to the right a distance of 52.32 feet (long chord bears North 86°30'55" West 50.45 feet); thence North 59°52' 13" West 133.73 feet; thence Northwesterly along the arc of a 42.64 foot radius curve to the left a distance of 18.22 feet (long chord bears North 72°06'53" West 18.08 feet); thence North 14°19'52" East 21.04 feet; thence South 75°43'44" East 43.15 feet; thence South 59°35'42" East 117.98 feet; thence Southeasterly along the arc of a 26.25 foot radius curve to the left a distance of 24.06 feet (long chord bears South 85°51 '02" East 23.23 feet); thence North 67°53'36" East 55.47 feet; thence South 75°43'44" East 104.95 feet; thence North 67°36'18" East 162.01 feet to the point of beginning.

**EXHIBIT B****Legal Description of Air Ind Property**

05-148-0019  
 A part of the North Half of Section 6, Township 5 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey:

Beginning at a point 441.92 feet South 0°22'52" West along the Quarter Section line from the North Quarter corner of said Section and running thence South 0°22'52" West 27.43 feet along said Quarter Section line to the Northwesterly right of way line of Interstate 15; thence South 20°11'47" East 306.26 feet along said right of way line; thence South 67°36'18" West 162.01 feet; thence North 75°43'44" West 129.09 feet; thence South 85°14'32" West 82.63 feet, thence North 59°35'42" West 81.83 feet; thence North 75°43'44" West 43.15 feet; thence North 14°19'52" East 323.29 Feet thence North 22°04'52" East 249.65 feet; thence South 44°05'08" East 232.70 feet; thence South 19°59'08" East 82.84 feet to the point of beginning.

Contains 3.938 Acres

Together with the following Parking and Access Easement:

A part of the North Half of Section 6, Township 5 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey:

Beginning at a point 469.35 feet South 0°22'52" West along the Quarter Section line to the northwesterly right of way line of Interstate 15 and 306.26 feet South 20°11'47" East along said right of way line from the North Quarter corner of said Section and running thence South 20°11'47" East 53.11 feet along said right of way line to a point on a fence line extended; thence South 71°45'15" West 173.35 feet along said fence line extended and an existing fence line to a building corner; thence North 75°34'46" West 101.61 feet along said building; thence North 15°11'07" East 4.57 feet; thence North 75°49'33" West 11.64 feet; thence Southwesterly along the arc of a 29.00 foot radius curve to the left a distance of 18.90 feet (long chord bears South 85°30'26" West 18.56 feet); thence South 66°50'24" West 19.91 feet; thence Northwesterly along the arc of 56.25 foot radius curve to the right a distance of 52.32 feet (long chord bears North 86°30'55" West 50.45 feet); thence North 59°52'13" West 133.73 feet; thence Northwesterly along the arc of a 42.64 foot radius curve to the left a distance of 18.22 feet (long chord bears North 72°06'53" West 18.08 feet); thence North 14°19'52" East 21.04 feet; thence South 75°43'44" East 43.15 feet; thence South 59°35'42" East 117.98 feet; thence Southeasterly along the arc of a 26.25 foot radius curve to the left a distance of 24.06 feet (long chord bears South 85°51'02" East 23.23 feet); thence North 67°53'36" East 55.47 feet; thence South 75°43'44" East 104.95 feet; thence North 67°36'18" East 162.01 feet to the point of beginning.

**EXHIBIT C****Legal Description of Easement Parcel**

A part of the North Half of Section 6, Township 5 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey:

Beginning at a point 469.35 feet South 0°22'52" West along the Quarter Section line to the Northwesterly right of way line of Interstate 15 and 306.26 feet South 20°11'47" East along said right of way line from the North Quarter corner of said Section and running thence South 20°11'47" East 53.11 feet along said right of way line to a point on a fence line extended; thence South 71°45'15" West 173.35 feet along said fence line extended and an existing fence line to a building corner; thence North 75°34'46" West 101.61 feet along said building; thence North 15°11'07" East 4.57 feet; thence North 75°49'33" West 11.64 feet; thence Southwesterly along the arc of a 29.00 foot radius curve to the left a distance of 18.90 feet (long chord bears South 85°30'26" West 18.56 feet); thence South 66°50'24" West 19.91 feet; thence Northwesterly along the arc of 56.25 foot radius curve to the right a distance of 52.32 feet (long chord bears North 86°30'55" West 50.45 feet); thence North 59°52'13" West 133.73 feet; thence Northwesterly along the arc of a 42.64 foot radius curve to the left a distance of 18.22 feet (long chord bears North 72°06'53" West 18.08 feet); thence North 14°19'52" East 21.04 feet; thence South 75°43'44" East 43.15 feet; thence South 59°35'42" East 117.98 feet; thence Southeasterly along the arc of a 26.25 foot radius curve to the left a distance of 24.06 feet (long chord bears South 85°51'02" East 23.23 feet); thence North 67°53'36" East 55.47 feet; beginning; thence South 75°43'44" East 104.95 feet; thence North 67°36'18" East 162.01 feet to the point of beginning.

05-1A8-0020

Contains 18,689 Square Feet  
or 0.429 Acre



**EXHIBIT D**

**Site Plan**

