

## EASEMENT AGREEMENT AND CONVEYANCE

THIS EASEMENT AGREEMENT AND CONVEYANCE (hereafter "Agreement") is made and entered into this 11<sup>th</sup> day of July, 2001, by and between WILLIAM L. ZOLLINGER and KAREN T. ZOLLINGER of 1630 South 1220 Circle, St. George, Utah, 84770 (hereinafter "Grantor") and ICON HEALTH & FITNESS, INC., a Delaware corporation, of 1500 South 1000 West, Logan, Utah, 84321 (hereinafter "Grantee").

### RECITALS:

ENT 765646 Bk 1025 Pg 48  
DATE 20-JUL-2001 1:40PM FEE 21.00  
MICHAEL L GLEED, RECORDER - FILED BY DP  
**CACHE COUNTY, UTAH**  
FOR LAFONZO ZOLLINGER

A. Grantor is the owner of certain real property located in Cache County, Utah, and described on Exhibit "A" hereto (hereinafter the "Servient Property").

B. ICON Health & Fitness, Inc. ("ICON") is the owner of certain real property located in Cache County, Utah, and described on Exhibit "B" hereto (hereinafter the "Dominant Property").

C. The Servient Property and the Dominant Property are contiguous to one another and Grantee desires to obtain from Grantor a right-of-way and easement of ingress and egress over and through the Servient Property to the Dominant Property.

NOW, THEREFORE, in consideration of the above premises, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. Grant of Easement. Grantor hereby grants Grantee, their successors, transferees and assigns, an exclusive easement and privilege of right-of-way for ingress and egress over the Servient Property and in favor of the Dominant Property for the further purpose of installing, maintaining, repairing, improving, modifying and otherwise securing a roadway and all available utilities, including water, sewer, electric service, cable TV, natural gas and other utilities. The size and nature of the right-of-way and easement shall be not less than two (2) rods in width but shall in any event be sufficient to provide adequate access through and over the Servient Property and in favor of the Dominant Property for the commercial use and development of the Dominant Property. The right-of-way and easement is located in Cache County, Utah, and is described more particularly as follows:

PART OF THE SOUTHEAST QUARTER, SECTION 8, TOWNSHIP 11 NORTH, RANGE 1 EAST  
OF THE SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF THE SOUTHEAST QUARTER THENCE  
SOUTH 546.70 FEET; THENCE WEST 246.34 FEET; THENCE NORTH 44\*41'16" WEST 725.43  
FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 44\*41'15" WEST 8.59 FEET;

THENCE NORTH 35\*28'04" WEST 16.38 FEET; THENCE NORTH 39\*52'20" WEST 275.78 FEET; THENCE NORTH 46\*25'00" EAST 21.39 FEET; THENCE NORTH 35\*28'04" WEST 188.63 FEET TO A POINT IN THE SOUTH RIGHT-OF-WAY LINE (ROW) OF 1600 SOUTH STREET; THENCE ALONG SAID ROW TO THE RIGHT ALONG THE ARC OF A 604.57 FOOT RADIUS CURVE (CHORD BEARS NORTH 62\*55'43" EAST 30.33 FEET); THENCE SOUTH 35\*28'04" EAST 476.14 FEET; THENCE SOUTH 44\*41'16" EAST 6.75 FEET; THENCE SOUTH 46\*25'00" WEST 30.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.40 ACRES, MORE OR LESS.

2. Benefit and Binding Effect. The easement, right-of-way, covenants and restrictions contained in this Agreement shall run with and bind both the Servient Property and the Dominant Property and be binding upon the parties, their successors in interest and all parties having or acquiring any right, title or interest in or to any part of the Servient Property or the Dominant Property or in any property having ownership interest in or right to use of the easement granted hereunder. Any conveyance of the easement right shall also carry all the duties and obligations specified in this Agreement. Each party hereto shall be personally obligated and liable for performing its responsibilities and duties hereunder. Conveyance of title to either the Servient Property or the Dominant Property shall not affect the Grantor's or the Grantee's liability or accrued responsibilities.

3. Attorney's Fees. In the event that any party hereto shall be in default or breach of this Agreement, said party shall be liable to pay all reasonable attorney's fees, court costs and other related collection costs and expenses incurred by the non-defaulting or non-breaching party in prosecuting its rights hereunder.

4. Further Instruments. The parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

5. Waiver. A waiver by any party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

6. Paragraph Headings. The paragraph headings of this Agreement are inserted only for convenience and in no way define, limit or describe the scope or intent of this Agreement nor affect its terms and provisions.

7. Governing Law. This Agreement, and all matters relating hereto, including any matter or dispute arising out of the Agreement, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.

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8. Amendments. This Agreement may be amended at any time upon unanimous agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective.

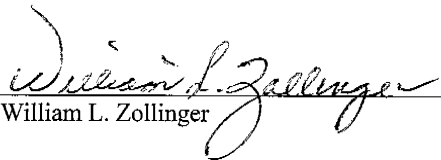
9. Severability. In the event that any provision of this Agreement, or any operation contemplated hereunder, is found by a court of competent jurisdiction to be inconsistent with or contrary to any law, ordinance, or regulation, the latter shall be deemed to control and the Agreement shall be regarded as modified accordingly and, in any event, the remainder of this Agreement shall continue in full force and effect.

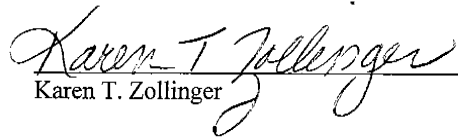
10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

11. Incorporation of Recitals and Exhibits. The above recitals and all exhibits attached hereto are incorporated herein by this reference and expressly made a part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

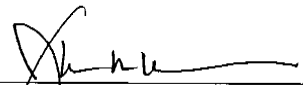
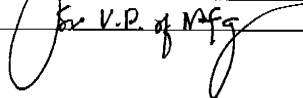
**GRANTOR:**

  
\_\_\_\_\_  
William L. Zollinger

  
\_\_\_\_\_  
Karen T. Zollinger

**GRANTEE:**

ICON HEALTH & FITNESS, INC.

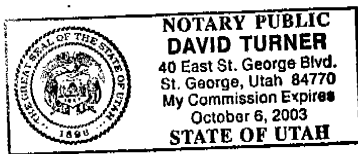
By  \_\_\_\_\_  
Its  \_\_\_\_\_  
for V.P. of Mfg

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STATE OF UTAH )

County of Washington : ss.

On the 18<sup>th</sup> day of July, 2001, personally appeared before me WILLIAM L. ZOLLINGER and KAREN T. ZOLLINGER, the signers of the within instrument, who duly acknowledged to me that they executed the same.



David Turner  
NOTARY PUBLIC

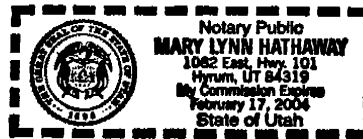
STATE OF UTAH )

County of Cache ) : ss.

On the 11<sup>th</sup> day of July, 2001, personally appeared before me Jon M. White, who, being by me duly sworn, did say that he is the Sr. V.P. of Mfg. of ICON Health & Fitness, Inc., and that the said instrument was signed in behalf of said Corporation by authority of a resolution of the Board of Directors or its By-Laws, and the aforesaid officer acknowledged to me that said Corporation executed the same.

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Mary Lynn Hathaway  
NOTARY PUBLIC



**EXHIBIT "A"**

**Servient Property**

PART OF THE SOUTHEAST QUARTER, SECTION 8, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 CORNER OF THE SOUTHEAST 1/4 THENCE SOUTH 546.70 FEET (B.R.); THENCE WEST 246.34 FEET (B.R.); THENCE N44°41'16"W 665.42 FEET TO THE TRUE POINT OF BEGINNING; THENCE N44°41'16"W 68.60 FEET; THENCE N35°28'04"W 16.38 FEET; THENCE N39°52'20"W 275.78 FEET; THENCE N46°25'00"E 21.39 FEET; THENCE N35°28'04"W 188.63 FEET TO POINT IN THE SOUTH RIGHT OF WAY (ROW) LINE OF 1600 SOUTH STREET; THENCE ALONG SAID ROW TO THE RIGHT ALONG THE ARC OF A 604.57 FOOT RADIUS CURVE (CHORD BEARS N72°46'37"E 236.58 FEET); THENCE S43°35'00"E 177.71 FEET; THENCE N46°30'45"E 20.00 FEET; THENCE S43°35'00"E 263.96 FEET; THENCE S46°25'00"W 298.84 FEET TO THE POINT OF BEGINNING CONTAINING 3.07 ACRES MORE OR LESS.

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**EXHIBIT "B"**

**Dominant Property**

ALL OF LOT 7 AND 8 OF THE LOGAN RIVER BUSINESS PARK CONTAINING 12.52 ACRES,  
LESS A PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 CORNER OF THE SOUTHEAST 1/4 OF SECTION 8,  
TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN;  
THENCE SOUTH 546.70 FEET (B.R.); THENCE WEST 246.34 FEET (B.R.); THENCE  
N44°41'16"W 734.02 FEET; THENCE N35°28'04"W 16.38 FEET TO THE TRUE POINT OF  
BEGINNING; THENCE N39°52'20"W 275.78 FEET; THENCE N46°25'00"E 21.39 FEET;  
THENCE S35°28'04"E 277.99 FEET TO THE POINT OF BEGINNING. CONTAINING 0.07  
ACRES MORE OR LESS.

NET AREA: 12.45 ACRES MORE OR LESS

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