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 11/17/2004 4:39:00 PM \$16.00
 Book - 9062 Pg - 524-527
 Gary W. Ott
 Recorder, Salt Lake County, UT
 MERRILL TITLE
 BY: eCASH, DEPUTY - EF 4 P.

When Recorded, Return To:

J. McDonald Brubaker
 8649 South Sandy Parkway
 Sandy City, UT 84070

ACCESS EASEMENT AGREEMENT

An Access Easement Agreement (the "Agreement") dated Nov 11 2004, 2004, by and between Confluence Place, L. C., (hereinafter referred to as "Confluence") a Utah limited liability company, and ZEVEX, Inc., a Delaware corporation, (hereinafter referred to as "ZEVE X"), collectively referred to as the "Parties ".

RECITALS

Confluence is/will be upon purchase of the same from Transamerica Equity Corporation, a Delaware corporation, the equitable owner of the Property described on the attached Exhibit A (herinafter referred to as "Parcel A"), situated in Salt Lake County, Utah. ZEVEX is the owner of the adjacent Lot 3 of the Cottonwood Confluence Center Phase II Amended Subdivision ("Lot 3"). Upon the terms and conditions set forth herein, the parties are desirous of creating a shared driveway for access over and to their respective properties, the center line of which is the common property line of the aforesaid Lot 3 and Parcel A, and as more particularly described below.

NOW THEREFORE, in consideration of the premises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Grant of Access Easement. Subject to the rights and restrictions hereinafter set forth, the parties hereby jointly create and grant to each other, themselves, and their successors, assigns, and heirs a perpetual non-exclusive easement for pedestrian and vehicular access extending twelve (12) feet on either side of the South and West boundary line of Parcel A adjacent to Lot 3 of Cottonwood Confluence Center Phase II Amended Subdivision, of record in the Office of the Recorder of Salt Lake County, Utah (the "Easement").

In addition, the parties agree as follows:

1. Construction. Confluence agrees to construct a hard surfaced driveway over the entirety of the Easement according to plans and specifications approved by Murray City in conformity with applicable municipal standards. Confluence shall pay all of the costs of design and construction of the driveway.

2. Maintenance. The titleholder of each half of the Easement shall be obligated to maintain that half of the easement in good condition and repair. Notwithstanding the aforesaid, Confluence shall maintain, repair and replace, as reasonably required, the entire Easement area until such time as the aforesaid Lot 3 is developed.
3. Indemnity. Each party shall indemnify, defend and save the other party harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property caused by them, their employees, agents and business invitees, except if caused by the party seeking indemnification, that arises from or is related to the ownership, use, maintenance or repair of the Easement.

EXECUTED to be effective the day and year first hereinabove written.

Confluence, L.C., a Utah Limited Liability Company

By: [Signature]
 Its: Member

ZEVEX, Inc. a Delaware corporation

By: [Signature]
 Its: CFO

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

On this 11th day of Nov, 2004, personally appeared before me, Phillip C. McStotts, who being by me duly sworn, did say that he/she is the CFO of., ZEVEX, Inc. a Delaware corporation, and that the foregoing instrument was signed on behalf of said Corporation by authority of its by-laws and a resolution of its board of directors.

[Signature]
 NOTARY PUBLIC
 Residing at: SALT LAKE CITY Utah

My Commission Expires: May 8, 2006

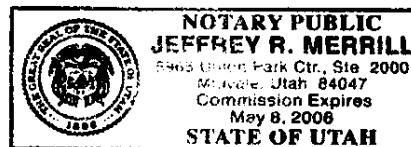


Exhibit "A"
(Legal Description)

Beginning 44.97 feet North of the Northwest corner of Parcel 'D' of the recorded Cottonwood Confluence Center Subdivision Plat, recorded as Entry No. 5669177, in Book 93-11 of Plats, at Page 320 on November 30, 1993, said point is also North 1316.42 feet and West 1024.093 feet from the Southeast Corner of the Southwest Quarter of the Northwest Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence West 270.71 feet along the Northerly Line of Cottonwood Confluence Center Phase 2 Amended, Recorded October 28, 1996 in Book 96-10 of Plats at Page 351, thence North $00^{\circ}02'30''$ West 432.12 feet to the centerline of Big Cottonwood Creek; thence Southeasterly along said Creek and along a non tangent curve to the right having a radius of 90.40 feet a distance of 79.09 feet (delta angle of $50^{\circ}07'39''$), thence South $36^{\circ}15'33''$ East 179.30 feet, thence along a curve to the left having a radius of 109.36 feet distance of 92.89 feet (delta angle of $48^{\circ}40'00''$), thence South $84^{\circ}55'33''$ East 95.01 feet thence along a curve to the right having a radius of 836.50 feet a distance of 130.72 feet (delta angle of $08^{\circ}57'12''$), thence South $73^{\circ}43'56''$ East 39.41 feet, thence South $29^{\circ}00'00''$ West 186.24 feet, thence West 151.22 feet to the point of beginning.

The following is shown for information purposes only: Tax ID No. 21-01-151-001