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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/06/2005 02:23 PM
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DEP RT REC'D FOR TOM STUART CONSTR
UCTION INC

When recorded, mail to:

Greggory J. Savage
Holme Roberts & Owen LLP
299 South Main Street, Suite 1800
Salt Lake City, Utah 84111

Blh12 form A
08-087-00113, 0133 thru 0135

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made as of the 2³ day of November, 2005, by and between QUANTRONIX INC., a Utah corporation, having an address of 380 South 200 West, Farmington, Utah 84025 ("Quantronix"), and TOM STUART CONSTRUCTION, INC., a Utah corporation, having an address of 360 North 700 West, Suite G, North Salt Lake City, Utah 84054 ("TSC"). Quantronix and its successors and assigns and TSC and its successors and assigns are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

Recitals

A. Quantronix owns certain real property located in Davis County, Utah, on which it has an office building and which is more particularly described in Exhibit A attached hereto (the "Office Property"). Quantronix also owns real property adjacent to the Office Property which as of the date of this Agreement is vacant and is more particularly described in Exhibit B attached hereto (the "Vacant Property").

B. TSC owns certain real property adjacent to the Office Property and Vacant Property on which it intends to construction a building and which is more particularly described in Exhibit C attached hereto (the "TSC Property").

C. In order to facilitate each Party's current and future use of their respective properties, the Parties, upon the terms and conditions set forth herein, have agreed to grant easements and other rights set forth below.

Agreement

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

1. Grant of Easement to TSC. Subject to the terms, conditions, and restrictions of this Agreement, Quantronix hereby grants, conveys and confers upon TSC, and its successors and assigns, a non-exclusive, perpetual easement over and across that portion of the Office Property more particularly described in Exhibit D attached hereto (the "TSC Easement Area") for the sole and exclusive purpose of installing a sewer line to service the TSC Property, together with the right to enter onto that portion of the Office Property immediately adjacent to the Easement Area to the extent reasonably necessary for the purpose of installing, maintaining, and repairing the sewer line (the "TSC Easement"). The TSC Easement Area will run north to south along the eastern boundary of the Vacant Property allowing the sewer line to connect to the existing main sewer line at the existing manhole shaft in the west parking lot of the Office

Property. In no event will the TSC Easement Area be wider than fifteen (15) feet. Quantronix reserves, for itself and its successors and assigns, the right to use so much of the TSC Easement for the purpose for which such TSC Easement has been established and for any other purposes which are not inconsistent with the grant of easements set forth in this Section 1.

2. Responsibility for Certain Matters. TSC, and its successors and assigns, shall have the sole and exclusive obligation to construct, install, repair and maintain the sewer line installed in the TSC Easement and to restore the TSC Easement Area and any surrounding property to its condition prior to any work performed by or on behalf of TSC or its successors or assigns. TSC, and its successors and assigns, shall use its best efforts to not unreasonably interfere with the business operations conducted on the Office Property or, when applicable, the Vacant Property and shall not move, damage or destroy any then-existing permanent structure or fixture acquired or constructed by Quantronix or its successors. TSC shall perform all work on the Office Property in a good and workmanlike manner in compliance with all applicable laws, rules, regulations, ordinances and other requirements of governmental authorities. Without limiting any of the foregoing, TSC shall specifically obtain the approval of the Davis County Sewer District prior to undertaking any work contemplated by this Agreement. TSC shall not allow any mechanics' or materialmen's lien to be filed against the Quantronix Property.

3. Quantronix Sewer Line. At such time as TSC installs the sewer line in the Easement Area, it shall, at its sole costs and expense, construct and install a second sewer line in the Easement Area running from main sewer line to a surface stub which is forty (40) feet inside of the southern boundary of the Vacant Property and shall thereafter transfer, convey and dedicate such second sewer line to Quantronix. TSC shall install the second sewer line in a good and workmanlike manner in compliance with all applicable laws, rules, regulations, ordinances and other requirements of governmental authorities. From and after dedication of the second sewer line to Quantronix, TSC shall have no duty or obligations to repair or maintain the second sewer line.

4. Grant of Easement to Quantronix. Subject to the terms, conditions, and restrictions of this Agreement, TSC hereby grants, conveys and confers upon Quantronix, and its successors and assigns, a non-exclusive, perpetual easement for pedestrian and vehicular ingress and egress to and from the Office Property and Vacant Property over and across that portion of the TSC Property more particularly described in Exhibit E attached hereto (the "**Quantronix Easement Area**") together with a license to use for Quantronix's non-exclusive benefit those fire hydrants located on the south-side of the TSC Property (the "**Quantronix Easement**").

5. Indemnification.

(a) TSC, and its successors and assigns, shall indemnify and hold Quantronix and its successors and assigns, harmless from and against any and all claims, causes of action, losses, damages, costs and expenses (including attorney's fees and costs) arising out of or resulting from TSC's use of the TSC Easement or its action or inactions with respect to the TSC Easement and/or TSC Easement Area.

(b) Quantronix, and its successors and assigns, shall indemnify and hold TSC and its successors and assigns, harmless from and against any and all claims, causes of action,

losses, damages, costs and expenses (including attorney's fees and costs) arising out of or resulting from Quantronix's use of the Quantronix Easement or its action or inactions with respect to the Quantronix Easement.

6. Successors and Assigns; Release of Liability. This Agreement shall be binding upon the respective successors and assigns of the Parties and shall run with title to and constitute a burden upon the property described herein. Anything contained in this Agreement to the contrary notwithstanding, the obligations imposed on the Parties herein shall bind such Parties only during the period of such Party's ownership of the applicable property. At such time as any Party may sell or transfer its property, such Party, from and after the date of such sale or transfer shall be relieved of liability under this Agreement and shall have no further rights or obligations under this Agreement. Any person or entity acquiring an interest in a property shall, from and after the date of such acquisition, be bound by the terms of this Agreement and entitled to the rights and liable for the obligations imposed by this Agreement.

7. No Dedication. This Agreement is not, and shall not be construed, interpreted or enforced as, a dedication of all or any portion of any property, or any improvements from time to time located thereon or any natural features constituting a part thereof, to public use or to the private use of any party other than the Parties. In addition, nothing contained herein shall be deemed to constitute restrictive covenants or encumbrances on any of the properties, except for the grant of easements set forth herein. Each Party reserves to itself those rights of use of their respective properties which do not interfere with the easements granted in this Agreement.

8. Recording. This Agreement shall be recorded in the real property records of Davis County, Utah.

9. Existing Encumbrances. The easements granted and conveyed pursuant to this Agreement are subject to any and all encumbrances, easements, rights of way, and other title defects or exceptions of any type or nature existing as of the date of this Agreement.

10. Notices. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or by courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to the Parties at the address set forth above. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand or courier delivery or on the date of deposit in the United States mail as provided above. Any party may change its address hereunder upon ten (10) days' prior written notice to the other parties hereto.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. Time. Time is of the essence of this Agreement.

13. Authority. Each of the persons executing this Amendment represents and warrants that he or she has full power and authority to execute this Agreement on behalf of the entity for whom he or she has done so, and that such entity has full power and authority to enter into this Agreement and has duly approved and authorized this Agreement by all requisite action.

14. Enforcement. Each Party shall be entitled to all remedies at law or in equity for the enforcement of this Agreement. In any action brought to enforce or contest any provision of this Agreement, or to obtain a declaration of the rights or responsibilities of any party hereunder, the prevailing party shall be entitled to recover all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by such party in connection with such action. In the event of a default by either party under this Agreement, if such default is not cured within ten (10) days after notice to the defaulting party (or, in the event such default is incapable of cure within such 10-day period, if the defaulting party fails to commence and thereafter diligently and continuously take action to effect a cure of such default (provided that the total cure period shall not exceed 60 days)), then the non-defaulting party shall have the right and remedy to cure, if capable of cure, the breach by the defaulting party, with the right of reimbursement from the defaulting party, within ten (10) days after demand from time to time, for all costs and expenses incurred in connection with such cure, including reasonable attorneys' fees and costs of enforcing this right.

15. Entire Agreement. This Agreement, including the exhibits attached hereto, contains the entire contract between the parties hereto. This Agreement may be amended only by a written instrument signed by both Parties.


16. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

QUANTRONIX, INC.

By: 
Its: Pres.

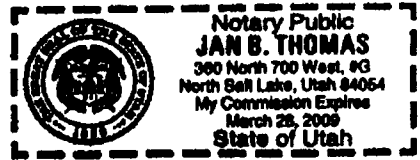
TOM STUART CONSTRUCTION, INC.

By: 
Its: PRESIDENT.

STATE OF UTAH)
 : SS.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 23 day of November, 2005, by Clark Skeen, the President of QUANTRONIX, INC. on behalf of said QUANTRONIX, INC. for its stated purpose.

Jan B Thomas
Notary Public



STATE OF UTAH)
 : SS.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 23 day of November, 2005, by Tom Stuart, the President of TOM STUART CONSTRUCTION, INC., on behalf of said TOM STUART CONSTRUCTION, INC. for its stated purpose.

Jan B Thomas
Notary Public

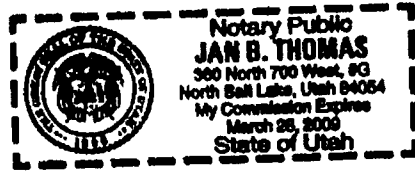


Exhibit A

Legal Description of Office Property

PROPERTY LOCATED AT 380 SOUTH 200 WEST, FARMINGTON, DAVIS COUNTY, STATE OF UTAH, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 590.73 FEET NORTH AND 22 FEET WEST FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN; SAID POINT BEING ON AN EXISTING FENCE LINE; THENCE SOUTH 89°40'30" WEST 250.10 FEET ALONG SAID FENCE LINE TO THE EASTERLY LINE OF THE PROPERTY QUIT CLAIMED BY THE UTAH DEPARTMENT OF TRANSPORTATION BY QUIT CLAIM DEED RECORDED IN BOOK 786, PAGE 665 OF OFFICIAL RECORDS; THENCE SOUTH 14°45'48" EAST 59.06 FEET ALONG SAID EASTERLY LINE; THENCE SOUTH 47°15'30" EAST 58 FEET ALONG SAID EASTERLY LINE; THENCE SOUTHERLY 134 FEET ALONG THE ARC OF AN 888.51 FOOT RADIUS CURVE TO THE RIGHT; THENCE EAST 61.34 FEET MORE OR LESS; THENCE NORTHERLY TO THE WEST LINE OF A STREET; THENCE NORTH 0°11' WEST 89.38 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A RIGHT-OF-WAY FOR INGRESS AND EGRESS, IN COMMON WITH GRANTORS AND THEIR ASSIGNS, OVER AND ACROSS: BEGINNING ON THE WEST LINE OF WALKER LANE AT A POINT 25.0 FEET EAST AND 620.93 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 24, AND RUNNING THENCE NORTH 25.0 FEET ALONG SAID LANE; THENCE WEST 75.0 FEET; THENCE SOUTH TO THE NORTH LINE OF SAID PROPERTY; THENCE EAST 28.0 FEET; THENCE NORTH 25.0 FEET, MORE OR LESS, TO AN ANGLE CORNER IN THE PROPERTY OF STATE ROAD COMMISSION; THENCE EAST 47.0 FEET MORE OR LESS, TO THE WEST LINE OF SAID WALKER LANE AND TO THE POINT OF BEGINNING.

ALSO; BEGINNING AT A POINT 386.92 FEET NORTH AND WEST 119.88 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN; AND RUNNING THENCE SOUTH 38°56'48" WEST 94.69 FEET; THENCE NORTH 41°32'22" WEST 263.341 FEET; THENCE NORTH 34°30'39" WEST 93.34 FEET; THENCE EAST 133.19 FEET; THENCE SOUTH 14°35'45" EAST 58.0 FEET; THENCE SOUTH 47°15'33" EAST 57.97 FEET; THENCE SOUTHEASTERLY 142.8 FEET ALONG THE ARC OF AN 888.51 FOOT RADIUS CURVE TO THE RIGHT TO THE POINT OF BEGINNING.

PARCEL NUMBER: 08-087-0113

CONTAINS 1.427 ACRES

Exhibit B

Legal Description of Vacant Property

08-087-0133

BEGINNING AT THE SOUTHEAST CORNER OF THE GRANTOR'S LAND, SAID POINT BEING THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED IN A DEED RECORDED JULY 31, 1987, IN BOOK 1184, PAGE 622 OF OFFICIAL RECORDS, WHICH POINT IS NORTH (DEED READS SOUTH) 0°07'50" WEST (DEED READS EAST) 610.92 FEET ALONG THE SECTION LINE; THENCE SOUTH 89°49'00" WEST 24.15 FEET; THENCE SOUTH 0°11'00" EAST 20.06 FEET; THENCE SOUTH 89°40'30" WEST 204.27 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°40'30" WEST 178.14 FEET TO THE STATE ROAD COMMISSION PROPERTY; THENCE NORTH 34°30'39" WEST 120.89 FEET ALONG SAID LINE; THENCE NORTH 89°40'30" EAST 246.41 FEET TO THE EASTERLY LINE OF SAID GRANTORS' PROPERTY; THENCE SOUTH 0°07'50" EAST 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.49 ACRES.

Exhibit C

Legal Description of TSC Property

BEGINNING AT A POINT WHICH IS NORTH 00°07'50" WEST 690.92 FEET AND SOUTH 89°40'30" WEST 228.40 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°40'30" WEST 246.41 FEET; THENCE NORTH 34°30'39" WEST 71.89 FEET; THENCE NORTH 24°43'36" EAST 191.92 FEET; THENCE NORTH 89°52'10" EAST 368.97 FEET; THENCE SOUTH 30.06 FEET; THENCE NORTH 89°52'10" EAST 251.88 FEET; THENCE SOUTH 00°07'50" EAST 20.00 FEET; THENCE NORTH 89°52'10" WEST 253.90 FEET; THENCE SOUTH 00°07'50" EAST 183.00 TO THE POINT OF BEGINNING.

CONTAINS 1.79 ACRES 77,922 SQ. FT.

08-087-0135

Exhibit D

Legal Description of TSC Easement Area

08-0820133pt

BEGINNING AT A POINT WHICH IS NORTH 00°07'50" WEST 690.92 FEET AND SOUTH 89°40'30" WEST 235.90 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT OF BEGINNING BEING ON THE SOUTH LINE OF THE TSC PROPERTY; THENCE SOUTH 00°07'50" EAST 100.00 FEET; THENCE SOUTH 26°08'31" WEST 75.45 FEET TO AN EXISTING SEWER MANHOLE, AND THE POINT OF TERMINUS.

Exhibit E

Legal Description of Quantronix Easement Area

BEGINNING AT A POINT WHICH IS NORTH 00°07'50" WEST 690.92 FEET AND SOUTH 89°40'30" WEST 228.40 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF TSC PROPERTY; THENCE SOUTH 89°40'30" WEST 20.00 FEET; THENCE NORTH 00°07'50" WEST 233.07 FEET; THENCE NORTH 89°52'10" EAST 22.09 FEET; THENCE SOUTH 30.06 FEET; THENCE NORTH 89°52'10" EAST 251.588 FEET; THENCE SOUTH 00°07'50" EAST 20.00 FEET; THENCE SOUTH 89°52'10" WEST 253.90 FEET; THENCE SOUTH 00°07'50" EAST 183.00 FEET TO THE POINT OF BEGINNING.

06-087-0134, 0135