

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made and entered into as of this 28th day of March, 1996 ("Effective Date"), by and between **FLYING J INC.**, a Utah corporation, whose address is 50 West 990 South, Brigham City, Utah 84302 ("Flying J"), and **CARL HAYNIE** whose address is 476 South 800 West, Orem, Utah 84058 ("Haynie").

RECITALS:

A. WHEREAS, Flying J is the owner of a certain tract of land situated in Juab County, Utah ("Flying J's Tract"), being more particularly described on Exhibit A attached hereto and incorporated herein by this reference; and

B. WHEREAS, Haynie is the owner of a certain tract of land situated in the same county and state ("Haynie's Tract"), which tract of land is adjacent to Flying J's Tract and is more particularly described on Exhibit B attached hereto and incorporated herein by this reference; and

C. WHEREAS, the parties hereto desire to grant to each other certain easement rights for the benefit of their respective tracts by creating a nonexclusive easement for access, ingress and egress across a portion of Flying J's Tract and across a portion of Haynie's Tract, said easement being legally described on Exhibit C attached hereto and incorporated herein by this reference (the "Easement Premises");

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Haynie's Grant of Easement.** Haynie hereby grants to Flying J a permanent, non-exclusive easement across that portion of the Easement Premises that is situated on Haynie's Tract for the purpose of access, ingress and egress, and for no other purpose or use.
2. **Flying J's Grant of Easement.** Flying J hereby grants to Haynie a permanent, non-exclusive easement across that portion of the Easement Premises that is situated on Flying J's Tract for the purpose of access, ingress and egress, and for no other purpose or use.
3. **Term.** The term of the above grants of easement shall commence on the Effective Date, and shall run with the land for the benefit of the parties hereto and their assigns or successors in interest to the lands referred to herein as Flying J's Tract or Haynie's Tract.
4. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by any party to this Agreement or their successors and assigns, or by any third party, to create the relationship of principal and agent or of limited or general partnership or of joint venture

or of any other association between or among Flying J and Haynie, or their successors and assigns, with respect to this Agreement or anything contained in this Agreement.

5. No Gift or Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication, public or private, of any portion of the Easement Premises to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement be strictly limited to the purpose expressed herein.

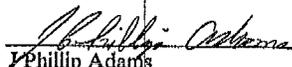
6. Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Utah.

7. Amendments. This Agreement may be revoked or amended only by recording, in the Office of the County Recorder of Juab County, Utah, an instrument in writing reciting such revocation or amendment, bearing the acknowledged signatures of Flying J and Haynie or their successors or assigns.

8. Entire Agreement. This Agreement is intended by the parties to be the final expression of their agreement and constitutes and embodies the entire agreement and understanding between the parties with regard to the subject matter hereof and shall supersede any and all prior oral or written communications, negotiations, agreements and understandings relating to the same subject matter.

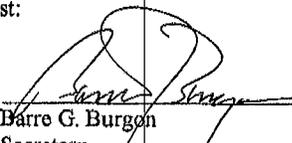
DATED as of the day and year first above written.

FLYING J INC.

By: 
Phillip Adams
Its: President


Carl Haynie

Attest:

By: 
Barre G. Burgen
Its: Secretary

JHB:ss
agree,jhb@nephirea.jhb

STATE OF UTAH)
)ss.
COUNTY OF BOX ELDER)

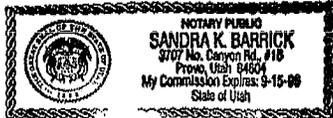
On the 28th day of March, A.D., 1996, personally appeared before me J Phillip Adams and Barre G. Burgon, who being by me duly sworn did say, each for himself, that he, the said J Phillip Adams is the president, and he, the said Barre G. Burgon is the secretary of Flying J Inc., and that the within and foregoing instrument was signed on behalf of said corporation and said J Phillip Adams and Barre G. Burgon each acknowledged to me that they were authorized to execute the foregoing instrument on behalf of said corporation and that said corporation executed the same.



Shauna Samuelson
Notary Public
My commission expires: 3/10/99
Residing at: Brigham City, UT

STATE OF UTAH)
)ss.
COUNTY OF JUAB)

On the 29th day of March, 1996, personally appeared before me Carl Haynie, a signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



Sandra K. Barrick
Notary Public
My commission expires: 9/15/96
Residing at: Provo, Utah

EXHIBIT A

(LEGAL DESCRIPTION OF FLYING J'S TRACT)

A part of the Northeast quarter of Section 17 and a part of the Northwest quarter of Section 16, Township 13 South, Range 1 East, Salt Lake Base and Meridian: Beginning at a point on the East right-of-way line of State Road 28 located South $0^{\circ}10'10''$ East along the section line 907.50 feet and North $89^{\circ}49'50''$ East 127.54 feet from the Northwest corner of the Northwest quarter of Section 16, Township 13 South, Range 1 East, Salt Lake Base and Meridian, thence North $89^{\circ}49'50''$ East 1213.46 feet, thence South $0^{\circ}10'10''$ East 45.84 feet to the Westerly right-of-way line of Interstate 15, thence along said right-of-way line the following three courses: South $41^{\circ}34'31''$ West 786.77 feet to an existing highway right-of-way marker, thence South $42^{\circ}29'45''$ West 837.13 feet to an existing highway right-of-way marker, thence South $56^{\circ}53'27''$ West 297.67 feet to a point located North $0^{\circ}10'10''$ East 3056.30 feet from the Southwest corner of said Section 16, thence South $56^{\circ}53'27''$ West 273.87 feet to an existing highway right-of-way marker and the Easterly right-of-way line of said State Road 28, thence along said right-of-way line the following two courses: North $0^{\circ}49'44''$ East 290.39 feet, thence North $15^{\circ}18'48''$ East 1316.67 feet to the point of beginning.

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EXHIBIT B

(LEGAL DESCRIPTION OF HAYNIE'S TRACT)

Beginning at a point East along the Section line 836.842 feet and South 132.00 feet from the Northwest Corner of Section 16, Township 13 South, Range 1 East, Salt Lake Base and Meridian; thence East 504.158 feet; thence South 775.50 feet; thence West 1211.780 feet to the East right-of-way line of U.S. 91; thence North $15^{\circ}45'53''$ East along said line 25.003 feet to a East West fence line; thence South $89^{\circ}15'50''$ East along said fence line 660.731 feet; thence North 360.359 feet; thence East 40.153 feet; thence North 399.567 feet to the point of beginning.

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EXHIBIT C

(LEGAL DESCRIPTION OF EASEMENT PREMISES)

A part of the Northwest Quarter of Section 16, Township 13 South, Range 1 East of the Salt Lake base and meridian: Beginning at point on the East right-of-way line of State Road 28 located South 00°10'10" East along the section line 908.90 feet and South 89°08'52" East 126.55 feet from the Northwest corner of said Northwest quarter and running thence South 89°08'52" East 1214.66 feet; thence North 00°10'10" West 28.00 feet to an existing fence line; thence North 89°08'52" West along said fence line 1206.94 feet to said East right-of-way line of State Road 28; thence South 15°18'48" West along said East right-of-way line 28.92 feet to the point of beginning. Containing 0.778 acres.

JHB:ss
nephlexo,jhb

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