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06/07/96 11:24 AM 31.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
DAVID HAIGHT
885 SANTA CRUZ AVE MENLO PARK
CA 94025
REC BY:V ASHBY ,DEPUTY - WI

EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into by, between and among David B. Haight, III, Jenny T. Haight, D. Bruce Haight, Jr. and Angela B. Haight, of 885 Santa Cruz Avenue, Menlo Park, California 94025 (collectively, "Grantors"), and Edward L. Gillmor and Siv Gillmor, Edward L. Gillmor, Jr. and Charles Gillmor, as co-conservators of the Estate of Edward L. Gillmor, a protected person, of 3819 South 2000 East, Salt Lake City, Utah 84109 (collectively, "Grantees").

RECITALS:

A. Grantors are the owners of the real property located in Salt Lake County, Utah more particularly described in Exhibit A, attached hereto and made a part hereof ("Grantors' Property").

B. Grantees are the owners of the real property located in Salt Lake County, Utah more particularly described in Exhibit B, attached hereto and made a part hereof ("Grantees' Property"), which lies immediately north of and adjacent to Grantors' Property.

C. Grantees may hold one or more easements upon and across Grantors' Property for access to Grantees' Property and other purposes, including, without limitation, any easements arising under that certain warranty deed recorded April 13, 1904, as Entry No. 180866, in Book 6 Q of Deeds, at page 584, in the records of the Salt Lake County Recorder.

D. Grantors and Grantees now wish to clarify and confirm any easement which Grantees may hold upon Grantors' Property.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises and benefits contained herein, and the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Grantees agree as follows:

1. Grant of New Easement. Subject to the terms and conditions hereof, Grantors hereby grant to Grantees a nonexclusive easement for ingress to and egress from Grantees' Property over and across the following described portion of Grantors' Property (the "New Easement"):

An easement 30 feet wide, lying 15 feet on either side of the following described centerline:

Commencing at the Southwest corner of Section 25, Township 1 North, Range 2 West, S. L. M., and running thence North

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BK 74 | 7 PG 2464

00°06'11" East 1284.30 feet along the section line to a point on the North boundary of Grantors' Property, which boundary coincides with the South boundary of Grantees' Property.

2. Termination of Prior Easements. In consideration of the grant of the New Easement, Grantees hereby terminate and relinquish any and all prior or existing easements of every kind (other than the New Easement) held by Grantees upon or across Grantors' Property, whether originally created by express grant or by use, implication, necessity or prescription.

3. Term of New Easement. The term of the New Easement shall run until such time as reasonable access to Grantees' property becomes available through a dedicated and improved public road, at which time the New Easement shall automatically terminate without further action by either party.

4. Permissive Use of Existing Roads. Grantors hereby grant permission to Grantees to continue to use existing roads upon and across Grantors' Property (in addition to the New Easement) for access to Grantees' Property; provided, however, that such permission is personal to Grantees and may be withdrawn at any time by Grantors in Grantors' sole discretion.


5. Relocation of New Easement. The parties agree that Grantors shall have the right, at any time in Grantors' sole discretion and at Grantors' expense, to relocate the New Easement to another location upon Grantors' Property (or upon other adjacent lands owned or acquired by Grantors for such purpose) upon written notice to Grantees and upon recordation of an appropriate notice of relocation; provided that the relocated easement provides reasonable access to Grantees' Property and that the relocated easement is improved in a manner comparable to the then-existing condition of the New Easement.

6. Control of Access. Grantors reserve the right from time to time in Grantors' discretion to lock gates on any access road used by Grantees hereunder in order to control access to Grantors' Property and to prevent access by unauthorized persons. Grantors shall provide keys or combinations to any such locks to Grantees.

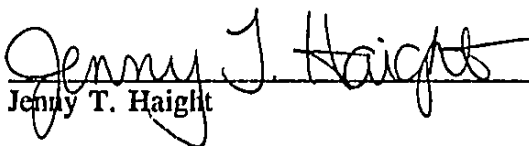
7. Covenants Run with Land. The easement, rights and obligations created hereunder (except the permissive use granted in paragraph 4, above) are hereby declared to be covenants running with, burdening and benefitting Grantors' Property and Grantees' Property, and the obligations created hereunder (other than the permissive use granted in paragraph 4, above) shall be binding on the parties hereto and on their respective successors and assigns as owners of Grantors' Property and Grantees' Property.

8. Authority of Grantees. Grantees represent and warrant that they are the duly authorized co-conservators of the Estate of Edward L. Gillmor, a protected person, that they have all authority necessary to execute and deliver this Agreement on his behalf, and that this Agreement has been duly authorized, executed and delivered on behalf of Edward L. Gillmor and by and on behalf of each of the other Grantees.

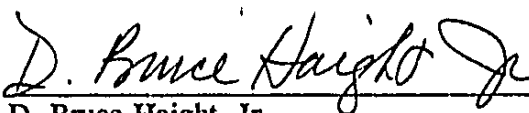
Dated this 29 day of FEBRUARY, 1996.



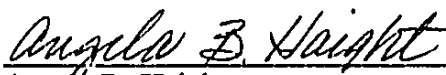
David B. Haight, III



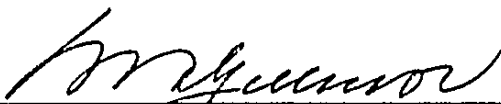
Jenny T. Haight



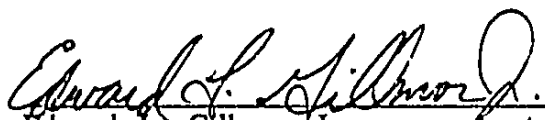
D. Bruce Haight, Jr.



Angela B. Haight



Siv Gillmor, co-conservator of the Estate of Edward
L. Gillmor



Edward L. Gillmor, Jr., co-conservator of the
Estate of Edward L. Gillmor



Charles Gillmor, co-conservator of the Estate of
Edward L. Gillmor

STATE OF CALIFORNIA)
 : ss.
COUNTY OF SAN MATEO)

The foregoing instrument was acknowledged before me this ____ day of _____, 1996, by David B. Haight, III and Jenny T. Haight.

My commission expires: _____

*SEE ATTACHED
NOTARY CERT*

Notary Public
Residing at: _____

STATE OF CALIFORNIA)
 : ss.
COUNTY OF SAN MATEO)

The foregoing instrument was acknowledged before me this ____ day of _____, 1996, by D. Bruce Haight, Jr. and Angela B. Haight.

My commission expires: _____

*SEE ATTACHED
NOTARY CERT.*

Notary Public
Residing at: _____

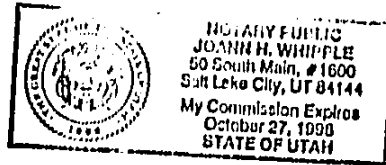
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 30th day of May, 1996, by Siv Gillmor, co-conservator of the Estate of Edward L. Gillmor, a protected person.

My commission expires:

10/27/98

Joann H. Whipple
Notary Public
Residing at: Salt Lake City, Utah

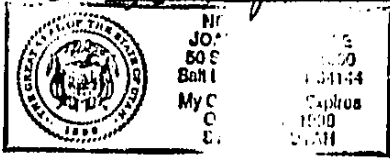


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 30th day of May, 1996, by Edward L. Gillmor, Jr., co-conservator of the Estate of Edward L. Gillmor, a protected person.

My commission expires:
10/27/98

John H. Whipple
Notary Public
Residing at: Salt Lake City, Utah

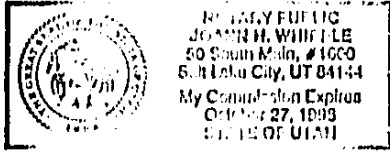


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 30th day of May, 1996, by Charles Gillmor, co-conservator of the Estate of Edward L. Gillmor, a protected person.

My commission expires:
10/27/98

John H. Whipple
Notary Public
Residing at: Salt Lake City, Utah



162285

BK 7417 PG 2468

EXHIBIT A

Grantors' Property

Beginning at a point South 89°58'00" West 282.38 feet along the section line from the South quarter corner of Section 25, Township 1 South, Range 2 West, S. L. M., and running thence South 89°58'00" West 2357.56 feet along said section line to the southwest corner of said Section 25; thence South 89°58'30" West 730.17 feet along the section line to an existing fence line; thence North 00°06'15" East 1284.23 feet along said fence; thence North 89°58'11" East 3085.71 feet; thence South 00°00'51" West 1284.17 feet to the point of beginning.

BK 7417 Pg 2469

EXHIBIT B

Grantees' Property

Beginning at the Northwest Corner of Section 25, Township 1 North, Range 2 West, Salt Lake Base and Meridian and running thence East 2349.20 feet along the section line; thence S $0^{\circ}06'51''$ W 3990.63 feet; thence S $89^{\circ}58'11''$ W 3085.64 feet; thence N $0^{\circ}06'15''$ E 3993.00 feet to the north line of Section 26, Township 1 North, Range 2 West; thence S $89^{\circ}56'36''$ E 70.15 feet along said section line; thence S $0^{\circ}05'49''$ W 1320.16 feet; thence S $89^{\circ}57'26''$ E 659.85 feet to the west line of Section 25; thence N $0^{\circ}06'15''$ E 1320.00 feet along said section line to the point of beginning.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

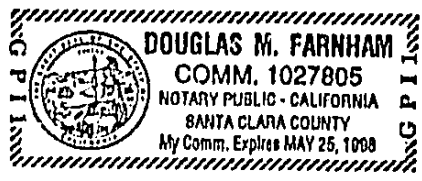
State of CALIFORNIA

County of SANTA CLARA

On FEBRUARY 29, 1996 before me, DOUGLAS M FARNHAM NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared DAVID BRUCE HATCHETT III AND JENNY TAYLOR HATCHETT
Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Douglas M Farnham
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: EASEMENT AGREEMENT

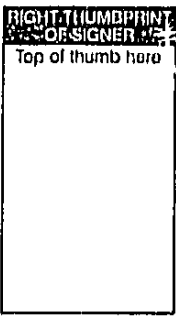
Document Date: FEBRUARY 29, 1996 Number of Pages: 7

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

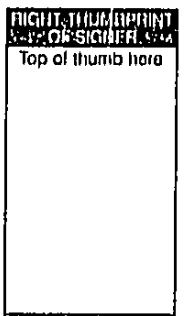
- Individuals
- Corporate Officer
 Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
 Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

8K7417P62471

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of SANTA CLARA

On FEBRUARY 29 1996 before me, DOUGLAS M. FARNHAM NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared DAVE BRUCE HAIGHT AND ANBECA B. HAIGHT
Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Douglas M. Farnham
Signature of Notary Public

OPTIONAL

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Signer's Name: _____

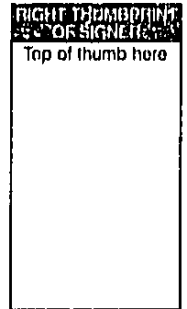
- Individual
- Corporate Officer
 Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
 Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

