

GRANT OF EASEMENT FOR ENCROACHMENTS

THIS GRANT OF EASEMENT FOR ENCROACHMENTS (this "Agreement") is made and entered into as of August 13, 2004, by and between CLARK LEAMING INVESTMENT COMPANY, a Utah limited partnership ("Grantor") and FOOTHILL PROPERTY HOLDINGS, LLC, a Utah limited liability company ("Grantee").

RECITALS

A. Grantor owns certain real property in Salt Lake County, Utah, more particularly described on Exhibit A, attached hereto and incorporated herein (the "Easement Parcel").

B. On the date hereof, Grantee purchased from Grantor certain real property in Salt Lake County, Utah, located adjacent to the Easement Parcel and more particularly described on Exhibit B, attached hereto and incorporated herein (the "Encroachment Parcel").

C. Portions of certain improvements constructed on the Encroachment Parcel (the "Encroaching Improvements") encroach onto the Easement Parcel. Such encroachments are shown on the partial site plan attached hereto as Exhibit C and incorporated herein.

D. In connection with the sale by Grantor to Grantee of the Encroachment Parcel, Grantor agreed to grant to Grantee an easement for the Encroaching Improvements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement. Subject to and in accordance with the terms hereof, Grantor hereby grants to Grantee an exclusive perpetual easement and right-of-way (the "Easement") over and across that portion of the Easement Parcel occupied by the Encroaching Improvements for the sole purpose of allowing the Encroaching Improvements to continue to encroach on the Easement Parcel.

2. Easement Runs with the Land. The Easement will run with the land and exist in perpetuity unless and until Grantee, at its sole discretion, changes the location of the Encroaching Improvements such that they no longer encroach on the Easement Parcel.

3. Maintenance. Grantee shall maintain the Encroaching Improvements in a good and safe condition, and Grantor shall have no responsibility for maintenance thereof.

4. Indemnification. Grantee agrees to defend, indemnify and hold Grantor, together with all of its tenants, agents, or employees, harmless from and against all liability, loss or costs incurred, including without limitation reasonable attorneys' fees, arising out of, related to or caused by Grantee's use or occupancy of the Easement Parcel. Grantor shall give to Grantee prompt and timely notice of any claim or suit instituted for which Grantor intends to claim indemnification under this Section 4. Each party shall

have the right to participate in the defense of any such claim or suite to the extent of its own interest.

5. Modifications, Termination, Interpretation and Amendments.

Modification, termination or amendments of this Agreement shall take place only by the written agreement of each of the parties hereto, and shall only be effective upon recording such modification, termination or amendment with the Salt Lake County Recorder. The invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of the remainder hereof. This Agreement shall be liberally construed to effect all of its purposes. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties hereto relative to the subject matter hereof. Any prior negotiations, correspondence, or understandings relative to the subject matter hereof shall be deemed to be merged in this Agreement and shall be of no force or effect.

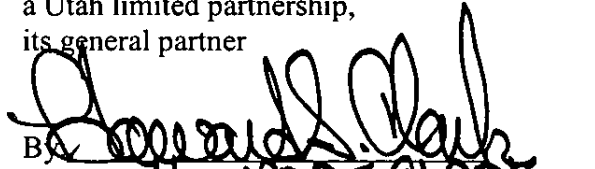
6. Enforcement. Each party hereto shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all agreements herein contained. The failure of a party to enforce any agreement herein contained shall not be deemed a waiver of the right to do so thereafter. In the event that any party hereto commences legal proceedings to enforce any of the terms of this Agreement, the prevailing party shall receive from the other party a reasonable sum as attorneys' fees and costs.

[Signatures on following page]

GRANTOR:

CLARK LEAMING INVESTMENT COMPANY
a Utah limited partnership

CL Management, Ltd.
a Utah limited partnership,
its general partner

By: 
Name: ~~KENNETH S. CLARK~~
Its General Partner

GRANTEE:

FOOTHILL PROPERTY HOLDINGS, LLC,
a Utah limited liability company,

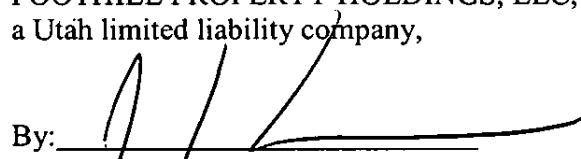
By: 
Jim A. Webber
Its Manager

EXHIBIT A

Legal Description of Easement Parcel

Description for Roof Drains Easement

Beginning at a point North 89°49' 34" West 5.00 feet and North 0°03' 00" West 110.55 feet and South 89° 49' 34" East 41.66 feet from the Southeast corner of Lot 1, Block 4, Wasatch Heights Subdivision, located in Block 16,5 acre Plat "C" Big Field Survey and running thence South 89° 49' 34" East 55.00 feet; thence South 33°15' 54" East 1.00 feet; then North 89° 49' 34" West 55.00 feet; thence North 33°15' 54" West 1.00 feet to the point of beginning.

EXHIBIT B

Legal Description of Encroachment Parcel

16.15.205.001

BEGINNING AT A POINT NORTH 89°49'34" WEST 5.00 FEET AND NORTH 0°03'00" WEST 110.55 FEET AND SOUTH 89°49'34" EAST 41.66 FEET FROM THE SOUTHEAST CORNER OF LOT 1, BLOCK 4, WASATCH HEIGHTS SUBDIVISION LOCATED IN BLOCK 16, 5 ACRE PLAT "C", BIG FIELD SURVEY AND RUNNING THENCE NORTH 33°15'54" WEST 92.92 FEET; THENCE NORTH 0°03'00" WEST 34.36 FEET; THENCE NORTH 89°49'34" WEST 8.00 FEET; THENCE NORTH 0°03'00" WEST 31.23 FEET; THENCE NORTH 56°44'06" EAST 58.27 FEET TO THE WEST LINE OF FOOTHILL DRIVE; THENCE SOUTH 33°15'54" EAST ALONG SAID WEST LINE 210.00 FEET; THENCE NORTH 89°49'34" WEST 104.87 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A RIGHT OF WAY OVER THE FOLLOWING:

BEGINNING AT A POINT ON THE EAST LINE OF 2300 EAST STREET, SAID POINT BEING SOUTH 89°49'34" EAST 8.00 FEET FROM THE SOUTHWEST CORNER OF LOT 7, BLOCK 16, 5 ACRE PLAT "C", BIG FIELD SURVEY AND RUNNING THENCE NORTH 0°03'00" WEST ALONG SAID EAST LINE 16.00 FEET; THENCE SOUTH 89°49'34" EAST 131.18 FEET; THENCE SOUTH 33°15'54" EAST 19.125 FEET; THENCE NORTH 89°49'34" WEST 141.66 FEET TO THE POINT OF BEGINNING.

ALSO, TOGETHER WITH A RIGHT OF WAY OVER THE FOLLOWING:

BEGINNING AT A POINT NORTH 89°49'34" WEST 5.00 FEET FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 4, WASATCH HEIGHTS, A SUBDIVISION OF LOTS 4, 5, 6, 17, AND 18 OF BLOCK 16, 5 ACRE PLAT "C", BIG FIELD SURVEY AND RUNNING THENCE SOUTH 0°03'00" EAST 16.00 FEET; THENCE SOUTH 89°49'34" EAST 157.01 FEET TO THE WEST LINE OF FOOTHILL DRIVE; THENCE NORTH 33°15'54" WEST ALONG SAID WEST LINE 19.125 FEET; THENCE NORTH 89°49'34" WEST 146.53 FEET TO THE POINT OF BEGINNING.

ALSO, TOGETHER WITH A RIGHT OF WAY FOR PURPOSES OF EGRESS, INGRESS, LOADING AND UNLOADING OVER GRANTOR'S PROPERTY AS DISCLOSED IN THAT CERTAIN WARRANTY DEED DATED APRIL 28, 1960, BY AND BETWEEN JOHN E. LACH AND HELEN G. LACH, HIS WIFE, GRANTORS, AND GEORGE A. LEAMING AND HOWARD S. CLARK, GRANTEES, RECORDED MAY 3, 1960 AS ENTRY NO. 1714024, IN BOOK 1707, AT PAGE 280 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID PROPERTY BEING ADJACENT ON THE SOUTHWEST OF THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING 152.66 FEET EAST FROM THE SOUTHWEST CORNER OF LOT 7, BLOCK 16, FIVE ACRE PLAT "C", BIG FIELD SURVEY, AND RUNNING THENCE WEST 3 FEET; THENCE NORTH 33°15'54" WEST 92.98 FEET; THENCE NORTH 4.56 FEET TO GRANTOR'S PROPERTY; THENCE SOUTH 33°15'54" EAST 98.44 FEET TO THE PLACE OF BEGINNING.

ALSO, TOGETHER WITH AN EASEMENT 2 FEET IN WIDTH, TO BE UTILIZED ONLY FOR FOOTINGS IN CONNECTION WITH A STRUCTURE BUILT IN THE AFORESAID DESCRIBED PROPERTY WITH THE EXPRESS CONDITION THAT THE USE OF SAID EASEMENT SHALL BE RESTRICTED TO STRUCTURAL MEMBERS LOCATED BELOW THE SURFACE OF THE GROUND, OVER THE PROPERTY ADJACENT TO THE WEST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT NORTH 89°49'34" WEST 5.00 FEET AND NORTH 0°03'00" WEST 110.55 FEET AND SOUTH 89°49'34" EAST 41.66 FEET FROM THE SOUTHEAST CORNER OF LOT 1 BLOCK 4, WASATCH HEIGHTS SUBDIVISION LOCATED IN BLOCK 16, 5 ACRE PLAT "C" BIG FIELD SURVEY, AND RUNNING THENCE NORTH 33°15'54" WEST 92.98 FEET.

ALSO, TOGETHER WITH AN EASEMENT FOR PILASTER NOT TO EXCEED ONE FOOT ON NORTHWESTERLY BOUNDARY OF SUBJECT LAND.

