

When recorded, return to:

SNELL & WILMER  
111 East Broadway  
Suite 900  
Salt Lake City, Utah 84111  
Attention: Greg R. Nielsen

ENT 121932 BK 5277 PG 464  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1999 Nov 18 4:54 pm FEE 25.00 BY SS  
RECORDED FOR METRO NATIONAL TITLE

### ACCESS EASEMENT

**GRANTOR:** BUSH PROPERTIES, L.C., a Utah limited liability company  
261 East 1200 South  
Orem, Utah 84097

**GRANTEE:** BUSHMAN FARM & LIVESTOCK CO., a Utah limited partnership  
44 West 300 South  
Lehi, Utah 84043

**DATE:** November 15, 1999

### RECITALS

- A. Grantor is the owner of the real property situated in Lehi, Utah County, Utah, described on Exhibit A (the "Easement Property").
- B. Grantee is the owner of the real property situated in Lehi, Utah County, Utah, described on Exhibit B ("Grantee's Property"). Grantee's Property is currently subject to an Option Agreement, dated as of November 15, 1999 between Grantee and Grantor (the "Option Agreement").
- C. Grantor desires to grant an easement to Grantee upon the Easement Property as more particularly set forth in this Access Easement (the "Easement").

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

- Grant of Easement.** Grantor hereby grants to Grantee, as an easement appurtenant to the Grantee's Property and every part thereof, for the use and benefit of Grantee, its successors and assigns as to all or any portion of Grantee's Property, and to the agents, guests, invitees, and licensees of Grantee, its successors and assigns (all such benefitted parties being referred to in this Easement as the "Benefitted Parties") a perpetual, non-exclusive easement for the purpose of pedestrian and vehicular ingress, egress and access to Grantee's Property over, upon and across the Easement Property.
- Maintenance; Right to Relocate.** To the extent that the Benefitted Parties use the Easement Property for the uses permitted pursuant to this Easement, Grantee shall repair and maintain the Easement Property in a good and clean condition and state of repair. Grantor shall have the right, from time to time and at Grantor's sole expense, to relocate the easement created pursuant to this Easement, so long as any such actions do not materially interfere with the use and enjoyment by Grantee of the easement rights established

by this Easement. Grantee agrees to join in any amendment to this Easement reasonably requested by Grantor in order to reflect any relocation or other modification of the Easement made pursuant to this Paragraph.

3. Barriers. Grantor shall not construct any fence, wall, or other barrier or structure of any kind on the Easement Property which would prevent, obstruct or impair the passage of pedestrian and vehicular traffic over and across the Easement Property.

4. Indemnification. Grantee agrees to indemnify and hold Grantor harmless for, from and against each and every loss, cost, damage and expense, including reasonable attorneys' fees, arising out of or in connection with any accident or other occurrence causing injury to or death of persons or damage to property, by reason of any use of the Easement Property by any of the Benefitted Parties.

5. Public Dedication. The provisions of this Easement are not intended to and do not constitute a dedication for public use of the Easement Property, and the rights herein created are private and for the benefit only of the parties hereto, their successors and assigns, and the Benefitted Parties. Notwithstanding the foregoing, if, in connection with the development of the Grantee's Property, any governmental entity having jurisdiction requires dedication of the Easement Property as a public right-of-way, Grantor agrees to make such dedication, whereupon this Easement, and all obligations of the parties hereto, shall terminate.

6. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

7. Attorneys' Fees. In the event of any action to enforce the provisions of this instrument, the prevailing party shall be entitled to receive its costs and attorneys' fees.

8. Termination of Liability. Whenever the transfer of ownership of all or any part of the Easement Property or Grantees' Property takes place, the transferor shall not be liable for the breach, subsequent to such transfer, of any of the covenants contained herein.

9. Construction. This instrument shall be construed in accordance with the laws of the State of Utah. The rule of strict construction shall not apply to this instrument. This instrument shall be given a reasonable construction so that the intention of the parties to confer a usable right of enjoyment upon the Grantee is implemented.

10. Termination. Any other provision of this Easement to the contrary notwithstanding, if Grantor acquires Grantee's Property pursuant to the Option Agreement, then this Easement shall thereupon terminate and be of no further force or effect.

11. Counterparts. This Easement may be executed in one or more counterparts, each of which, when taken together, shall constitute the original.

DATED the day and year first above written.

GRANTOR:

BUSH PROPERTIES, L.C.,  
a Utah limited liability company

By: [Signature]  
Its: MANAGING MEMBER

GRANTEE:

BUSHMAN FARM & LIVESTOCK CO.,  
a Utah limited partnership

By: [Signature]  
Its: \_\_\_\_\_

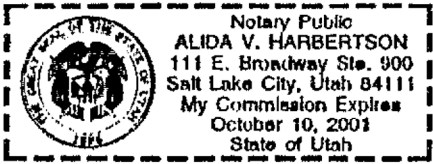
By: [Signature]  
Its: \_\_\_\_\_

STATE OF UTAH )  
  ) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of November, 1999, by **R. KENT BUSHMAN**, a general partner in **BUSHMAN FARM & LIVESTOCK CO.**, a Utah limited partnership, on behalf of the partnership.

My commission expires:  
10-10-2001

[Signature]  
Notary Public

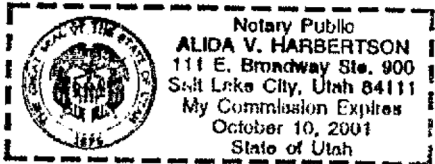


STATE OF UTAH )  
  ) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of November, 1999, by **H. KEITH BUSHMAN**, a general partner in **BUSHMAN FARM & LIVESTOCK CO.**, a Utah limited partnership, on behalf of the partnership.

My commission expires:  
10-10-2001

[Signature]  
Notary Public

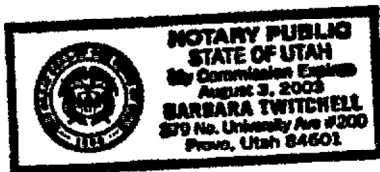


STATE OF UTAH )  
 ) ss.  
County of Utah )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of November, 1999, by Ralph W. Pasmussen the managing member of BUSH PROPERTIES, L.C., a Utah limited liability company, on behalf of the company.

My commission expires:  
08/03/03

Barbara Twitchell  
Notary Public



**EXHIBIT A**  
**ACCESS EASEMENT PROPERTY**

A parcel of land located within the property described on **Exhibit C** attached to this Easement (the "**Commercial Parcel 2**"), said parcel consisting of a strip of land 30 feet in width, the center line of which runs from the eastern boundary of **Commercial Parcel 2** at Point A on the survey map attached to this Easement as **Exhibit D** (the "**Survey Map**") along the center line of the existing 10 foot dirt road, as shown on the Survey Map to Point B on the western boundary of **Commercial Parcel 2**. The Survey Map attached as **Exhibit D** is the same as the ALTA Survey, dated November 15, 1999, prepared by Daley & Associates, Drawing No. 99-153, a copy of which is available from Grantor or Grantee.

## EXHIBIT "A"

## RESIDENTIAL PROPERTY PARCEL 1:|

Beginning at a point North 783.610 feet and East 455.066 feet from the Northwest Corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 40 Deg. 27' 20" East 833.277 feet; thence South 00 Deg. 39' 00" East 141.114 feet; thence North 88 Deg. 55' 44" West 7.351 feet; thence South 00 Deg. 00' 59" East 8.595 feet; thence North 90 Deg. 00' 00" East 133.285 feet; thence South 40 Deg. 27' 20" East 125.161 feet; thence South 00 Deg. 01' 31" West 557.272 feet; thence North 90 Deg. 00' 00" East 1455.763 feet; thence South 01 Deg. 32' 49" East 47.671 feet; thence South 00 Deg. 06' 26" East 639.00 feet; thence South 00 Deg. 49' 35" West 1.188 feet; thence North 89 Deg. 44' 51" West 1993.14 feet; thence North 00 Deg. 58' 26" West 546.338 feet; thence South 87 Deg. 27' 44" West 193.965 feet; thence South 01 Deg. 47' 20" East 9.565 feet; thence South 87 Deg. 33' 52" West 463.562 feet; thence South 00 Deg. 10' 05" West 3.293 feet; thence South 89 Deg. 10' 40" West 154.920 feet, to the Southeasterly line of the Thanksgiving Point, L.C. property; thence along the Southeasterly line of the Thanksgiving Point, L.C., property as follows: North 00 Deg. 11' 28" East 90.210 feet; thence North 57 Deg. 47' 29" West 130.250 feet; thence North 01 Deg. 41' 41" West 24.123 feet; thence North 00 Deg. 44' 28" West 644.980 feet; thence North 90 Deg. 00' 00" East 4.786 feet; thence North 33 Deg. 47' 32" East 477.606 feet; thence North 49 Deg. 38' 38" East 597.172 feet to the point of beginning.

# EXHIBIT C

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## PARCEL 2

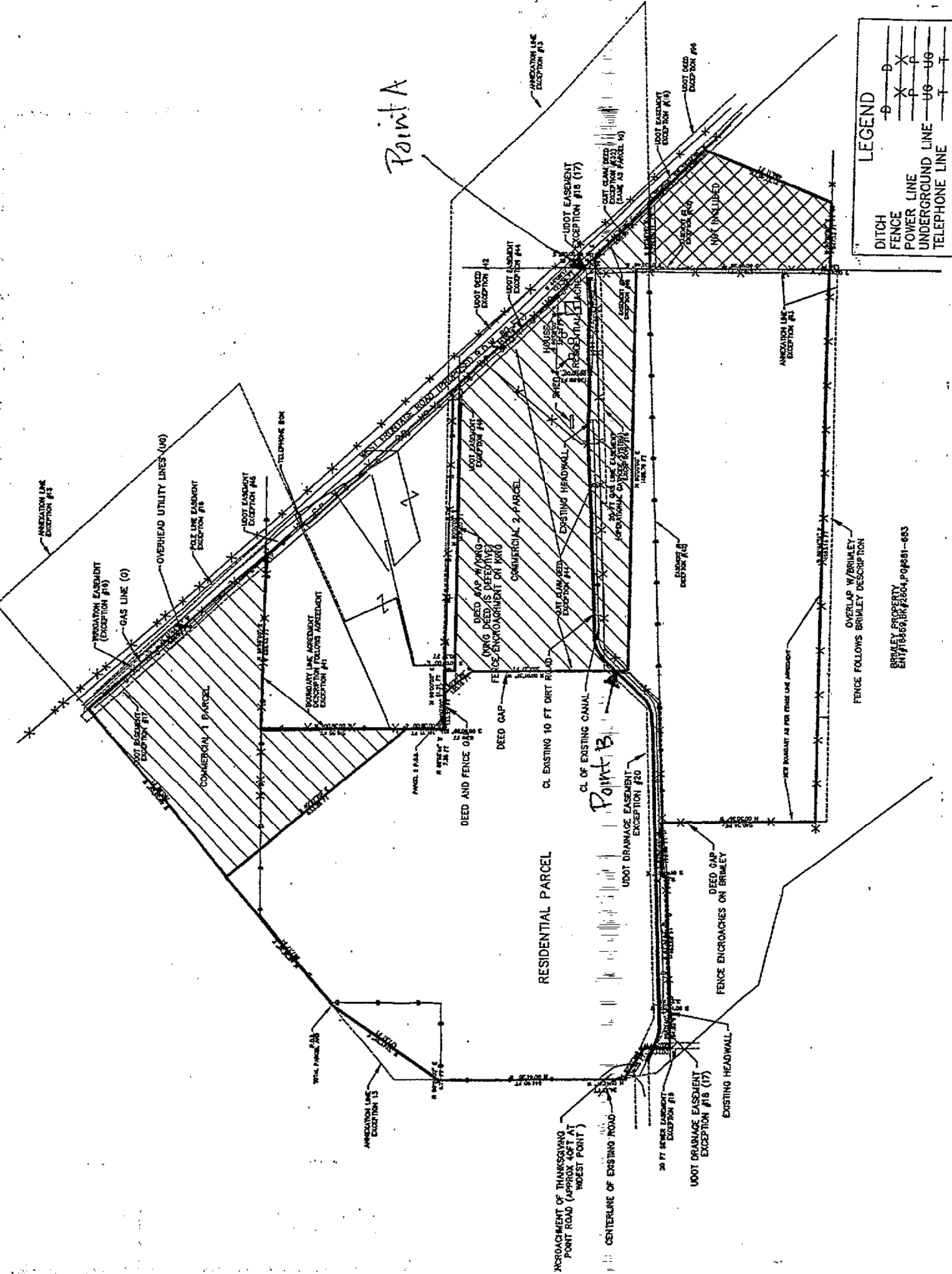
BEGINNING at a point East 1123.29 feet from the Northwest Corner Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South  $40^{\circ}27'20''$  East 125.16 feet; thence South  $00^{\circ}01'31''$  West 557.27 feet; thence North  $90^{\circ}00'00''$  East 1455.76 feet; thence South  $00^{\circ}09'56''$  East 686.15 feet; thence South  $15^{\circ}54'45''$  East 1.77 feet; thence North  $90^{\circ}00'00''$  East 247.12 feet; thence North  $21^{\circ}57'46''$  East 489.11 feet; thence North  $44^{\circ}57'48''$  West 115.09 feet; thence North  $44^{\circ}39'18''$  West 159.19 feet; thence South  $88^{\circ}00'34''$  West 11.71 feet; thence North  $44^{\circ}39'11''$  West 268.62 feet; thence South  $90^{\circ}00'00''$  West 38.32 feet; thence North  $00^{\circ}00'00''$  West 37.29 feet; thence North  $44^{\circ}08'17''$  West 601.98 feet; thence North  $90^{\circ}00'00''$  West 1036.30 feet; thence North  $00^{\circ}00'00''$  East 30.37 feet; thence South  $90^{\circ}00'00''$  West 81.21 feet to the Point of Beginning.

Point A

Point B

LEGEND

—○—	DITCH
—X—X—	FENCE
—P—P—	POWER LINE
—UG—UG—	UNDERGROUND LINE
—T—T—	TELEPHONE LINE



BRIMLEY PROPERTY  
ENT 121932 BK 5277 PG 471

FENCE FOLLOWS BRIMLEY DESCRIPTION

OVERLAP W/ BRIMLEY

RESIDENTIAL PARCEL

COMMERCIAL 2-PARCEL

COMMERCIAL 1-PARCEL

UDOT DRAINAGE EASEMENT EXCEPTION #20

UDOT DRAINAGE EASEMENT EXCEPTION #18 (17)

DEED GAP

FENCE ENCROACHES ON BRIMLEY

EXISTING HEADWALL

UDOT DRAINAGE EASEMENT EXCEPTION #19

UDOT DRAINAGE EASEMENT EXCEPTION #18

UDOT DRAINAGE EASEMENT EXCEPTION #17

UDOT DRAINAGE EASEMENT EXCEPTION #16

UDOT DRAINAGE EASEMENT EXCEPTION #15

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UDOT DRAINAGE EASEMENT EXCEPTION #13

UDOT DRAINAGE EASEMENT EXCEPTION #12

UDOT DRAINAGE EASEMENT EXCEPTION #11

UDOT DRAINAGE EASEMENT EXCEPTION #10

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UDOT DRAINAGE EASEMENT EXCEPTION #8

UDOT DRAINAGE EASEMENT EXCEPTION #7

UDOT DRAINAGE EASEMENT EXCEPTION #6

UDOT DRAINAGE EASEMENT EXCEPTION #5

UDOT DRAINAGE EASEMENT EXCEPTION #4

UDOT DRAINAGE EASEMENT EXCEPTION #3

UDOT DRAINAGE EASEMENT EXCEPTION #2

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UDOT DRAINAGE EASEMENT EXCEPTION #0

UDOT DRAINAGE EASEMENT EXCEPTION #13

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