

GRANT OF EASEMENT

This Easement is made effective as of the 31 day of October, 1997, by and among **BMC WEST CORPORATION**, a Delaware corporation ("Grantor"), and **ELK VALLEY CONSTRUCTION and DWIGHT GAILEY PLUMBING** ("Grantee"), Utah corporations.

RECITALS:

- A. Grantor is the owner of certain real property located in Ogden, Utah, which property is more particularly described in Exhibit A attached hereto (the "Grantor's Parcel").
- B. Grantee is the owner of certain real property adjacent to Grantor's Parcel and said property is more particularly described in Exhibit B attached hereto (the "Grantee's Parcel").
- C. Improvements constructed on Grantee's Parcel (the "Improvements") encroach onto 154.56 square feet of Grantor's Parcel.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT:

1. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the promises and covenants herein, Grantor grants, bargains, sells, and conveys to Grantee a nonexclusive easement for maintaining the existing Improvements (the "Easement") over that portion of Grantor's Parcel as shown in Exhibit C (the "Easement Parcel") subject to the terms and conditions of this Easement. The grant of the Easement over the Easement Parcel shall run to the Grantee, its heirs, successors, assigns, agents, licensees, invitees, tenants, and any other permitted users of Grantee's Parcel.
2. The Easement shall run with the Grantee Parcel and shall be binding on and shall inure to the benefit of the parties to this Easement, their respective heirs, successors, or assigns for as long as the existing Improvements encroach on Grantor's Parcel.
3. If the Improvements are ever removed from the Easement, then the Easement shall immediately terminate. Grantee, its successors and assigns, agree to cooperate with Grantor and execute and deliver to Grantor any documents necessary to record termination of the Easement upon removal of the Improvements.
4. Grantee shall defend, indemnify, and hold Grantor harmless from any claims, damage, and/or judgments made by any third party or Grantee arising out of or resulting from the use of the Easement. The indemnity and duty to defend shall run to the Grantor, its tenants, and their guests, invitees, successors, and assigns.
5. This Easement shall be governed by the laws of the state of Utah.

6. This Easement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Easement.

7. If a suit or action is brought by any party under this Easement to enforce any of its terms, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the trial and appellate courts.

8. The parties hereto shall use their best efforts to execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of the Easement.

9. If any provision of this Easement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Easement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

IN WITNESS WHEREOF, the parties have executed this Easement as of the 31 day of October, 1997.

GRANTEE:

ELK VALLEY CONSTRUCTION

By Edmund Hertig
Its Pres.

DWIGHT GAILEY PLUMBING

By Dwight Gailey
Its Pres.

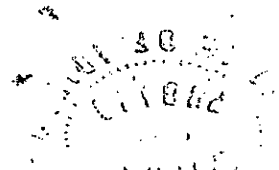
GRANTOR:

BMC WEST CORPORATION

By Donald S. Hendrickson
Donald S. Hendrickson,
President & CEO

E: 1564699 BK1946 PG1965

STATE OF IDAHO)
) ss.
County of Ada)



On this 27 day of October, 1997, personally appeared before me Donald S. Hendrickson, who being by me duly sworn did say that he is the President and CEO of **BMC WEST CORPORATION**, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and he duly acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

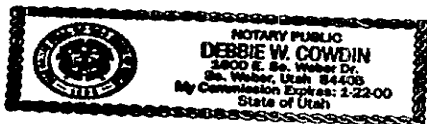
J. Sublett
NOTARY PUBLIC FOR Idaho
Residing at Boise, ID
My Commission Expires 8-10-98

STATE OF UTAH)
) ss.
County of Davis)

On this 6th day of November, 1997, personally appeared before me Edward Gertge and Dwight Gailey, the signors of the within instrument, who duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Debbie W Cowdin
NOTARY PUBLIC FOR So. Weber City
Residing at 1600 E. So. Weber Dr.
My Commission Expires 1-22-00



E# 1564699 BK1946 PG1966

EXHIBIT A

Grantor's Parcel

All of Lot 107, Ogden Commercial & Industrial Park Plat 'H',
Ogden City, Weber County, Utah.

15-198-0001

E# 1564699 BK1946 PG1967

EXHIBIT B

Grantee's Parcels

Parcel 1 - Northern Building

15-068-0033

PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE EAST LINE OF THE STATE HIGHWAY (1900 WEST STREET), WHICH IS NORTH 0D49'33" EAST 540.00 FEET AND SOUTH 88D49'46" EAST 48.00 FEET FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER AND RUNNING THENCE NORTH 0D49'33" EAST 127.50 FEET, THENCE SOUTH 88D49'46" EAST 460.00 FEET, THENCE SOUTH 0D49'33" WEST 127.50 FEET, THENCE NORTH 88D49'46" WEST 460.00 FEET TO THE POINT OF BEGINNING.

Parcel 2 - Southern Building

15-068-0036

PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE NORTH LINE OF 2550 SOUTH STREET WHICH IS NORTH 0D49'33" EAST 33.00 FEET, AND SOUTH 88D49'46" EAST 353.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 25 AND RUNNING THENCE NORTH 0D49'33" EAST 507.00 FEET, THENCE SOUTH 88D49'46" EAST 155.00 FEET, THENCE SOUTH 0D49'33" WEST 507.00 FEET TO THE NORTH LINE OF 2550 SOUTH STREET, THENCE NORTH 88D49'46" WEST 155.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

E: 1564699 BK1946 PG1968

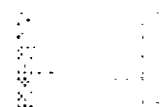
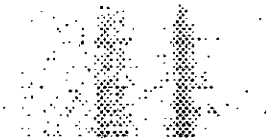


EXHIBIT C

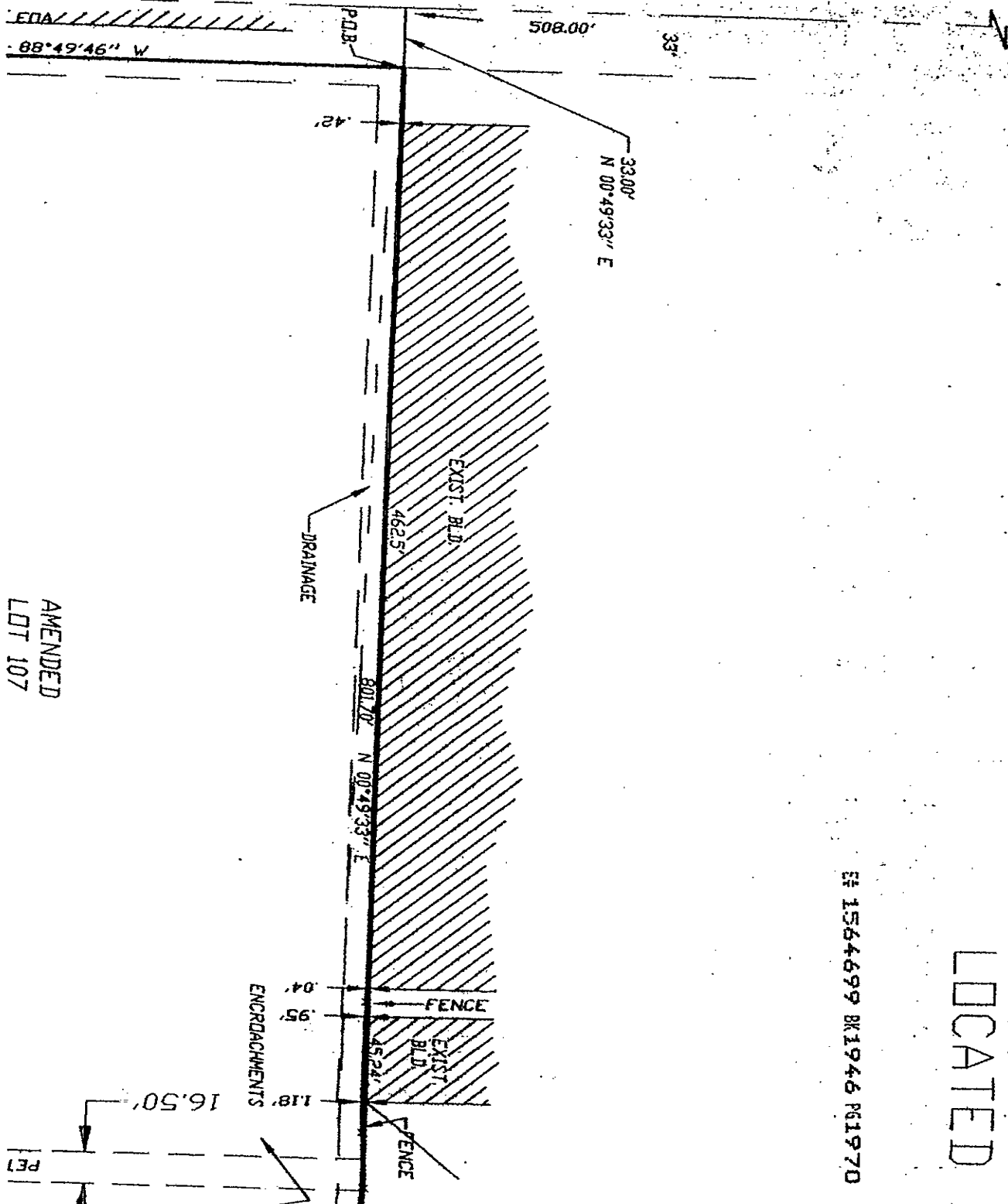
Copy of Survey Illustrating Encroachment

E# 1564699 BK1946 PG1969

S.W. COR. SEC. 25.
T6M, R2W, SLB. & M.

AMENDED LOTS 107 & 10 LOCATED

§ 1564699 BK1946 P61970



AMENDED
LOT 107