

6779540
11/03/97 10:26 AM 30.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
PARSONS, BEHLE & LATIMER
PO BOX 45898
SLC, UT 84147-0898
REC BY: R ZITO DEPUTY - WI

When Recorded Return To:

Shawn C. Ferrin, Esq.
PARSONS BEHLE & LATIMER
201 South Main Street, Suite 1800
P.O. Box 45898
Salt Lake City, Utah 84145-0898

EASEMENT AGREEMENT

6779540
This Easement Agreement ("Agreement") is entered into to be effective as of JUN 31, 1997, by and between Leo B. Dykes and Maxine J. Dykes (collectively, "Dykes"), and Barry Owen Benedict and Creative Glass, Inc. (collectively, "Creative"), with reference to the following:

A. Dykes owns a parcel of real property ("Dykes Parcel") located in Salt Lake City, Salt Lake County, State of Utah and more particularly described on Exhibit A attached hereto and made a part hereof.

B. Creative owns a parcel of real property ("Creative Parcel") located in Salt Lake City, Salt Lake County, State of Utah and more particularly described on Exhibit B attached hereto and made a part hereof.

C. The Dykes Parcel and the Creative Parcel are contiguous.

D. Dykes desire to grant Creative a right-of-way and easement on, over, across and through that portion of the Dykes Parcel described in Exhibit C attached hereto and made a part hereof ("Easement Area"), in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Dykes and Creative agree as follows:

1. Dykes' Grant of Easement to Creative. Dykes conveys assigns, transfers and grants to Creative, for the benefit of the Creative Parcel, an easement ("Easement") on, over, across and through the Easement Area for ingress to and egress from the Creative Parcel. The Easement shall be used only as an access and right of way to benefit the Creative Parcel and nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement Area to or for the general public or for any public purposes whatsoever. Creative and Dykes acknowledge that so long as Dykes continues its current operations on the Dykes Parcel, Dykes shall have the right to use the Northern most 32 feet of the Easement Area for storage.

2. No Interference. Except to the extent necessary for reasonable construction, repair and maintenance, or as the parties may mutually agree, no door, gate, fence, wall, barricade or any other obstruction, whether temporary or permanent in nature, which materially

limits or impairs the free and unimpeded access to or across the Easement Area, shall be constructed or erected nor shall any party in any other manner obstruct or interfere with the flow of pedestrian or vehicular traffic over any portion of the Easement Area. There currently exists an overhead door across the Easement Area which is owned and maintained by Dykes. Creative shall at all times have a key or other access rights to use the overhead door and any replacement structure. The use of the Easement and maintenance, repair or replacement of the Easement Area shall be conducted in a manner so as not to unreasonably interfere with the use, occupancy, operation and enjoyment of the Dykes Parcel or the Creative Parcel.

3. Duration. This Agreement and the easement and undertaking set forth herein shall be perpetual.

4. Integration; Modification. This Agreement contains the entire agreement between Dykes and Creative with respect to the matters set forth herein. This Agreement and any easement or undertaking contained herein, may be terminated, extended, modified or amended with the unanimous consent of the parties which consent shall not be unreasonably withheld or delayed, and any such termination, extension, modification or amendment shall be effective upon proper recordation of a written document evidencing the same, executed and acknowledged by all of the parties then existing, in the office of the Salt Lake County Recorder.

5. Mutuality, Reciprocity Runs With the Land.

(a) The easements, rights and obligations granted or created hereby are appurtenances to the Dykes Parcel and the Creative Parcel and none of the easements, rights or obligations may be transferred, assigned or encumbered except as an appurtenance to the Dykes Parcel and the Creative Parcel and cannot be transferred or assigned to or for the benefit of any property other than the Dykes Parcel and the Creative Parcel. For the purposes of the easements and rights set forth herein, the Creative Parcel shall constitute the dominant estate, and the Dykes Parcel thereby shall constitute the servient estate.

(b) Each of the easements and rights contained in this Agreement (whether affirmative or negative in nature) (i) shall constitute covenants running with the land; (ii) shall bind every person having a fee, leasehold or other interest in any portion of the Dykes Parcel or the Creative Parcel at any time or from time to time to the extent such portion is affected or bound by the easement or right in question, or to the extent that easement or right is to be performed on such portion; (iii) shall inure to the benefit of and be binding upon Dykes and Creative and their respective successors and assigns as to their respective property, and (iv) shall create mutual, equitable servitudes upon each of the Dykes Parcel and the Creative Parcel in favor of the other parcels.

6. No Partnership. The parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

7. Force Majeure. Each Party shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by any cause or causes

beyond such party's control, including labor disputes, civil commotion, war, governmental regulations, controls, fire, or other casualty, inability to obtain any material or services or acts of God.

8. Further Action. The parties hereto shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

9. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws in the State of Utah.

10. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed invalid to the extent of the scope and breadth permitted by law.

11. Attorneys' Fees. In the event it becomes necessary for any party hereto to employ the service of an attorney in connection herewith, either with or without litigation, the losing Party of such controversy shall pay to the successful party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

12. Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if personally delivered, or sent by certified U.S. mail, return receipt requested, postage prepaid, and addressed to the respective party at the address for the owner or owners of the Dykes Parcel or the Creative Parcel as designated with the Salt Lake County Recorder's office. If personally delivered, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective when personally delivered. If sent by U.S. mail, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective two days after being deposited in the U.S. mail.

IN WITNESS WHEREOF, this Easement Agreement is executed as of the day and year first above written.

DYKES:



Leo B. Dykes



Maxine J. Dykes

CREATIVE:

Barry Owen Benedict
Barry Owen Benedict

CREATIVE GLASS, INC.

By: Barry Owen Benedict
Print Name: Barry (Ben) Benedict
Title: Pres.

STATE OF UTAH)
) ss.
COUNTY OF _____)

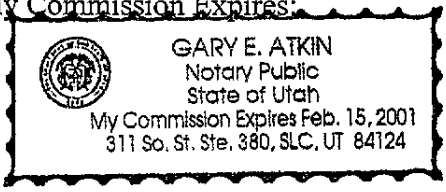
The foregoing instrument was acknowledged before me this 23rd day of June, 1997, by Leo B. Dykes.

[Signature]
NOTARY PUBLIC

(Seal)

Residing at: SL County, Utah

My Commission Expires:



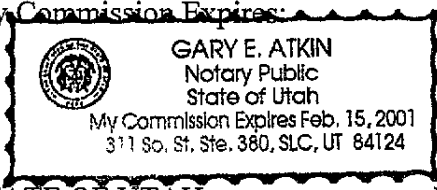
STATE OF UTAH)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 23rd day of June, 1997, by Maxine J. Dykes.

[Signature]
NOTARY PUBLIC

(Seal)

Residing at: Salt Lake County, Utah

My Commission Expires:

GARY E. ATKIN
Notary Public
State of Utah
My Commission Expires Feb. 15, 2001
311 So. St. Ste. 380, SLC, UT 84124

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 30th day of July, 1997, by Barry Owen Benedict.

[Signature]
NOTARY PUBLIC

(Seal)

Residing at: SLC, Utah


JOY PROFF
Notary Public
State of Utah
My Comm. Expires Feb. 21, 2001
1515 So. St. Ste. 380, SLC, UT 84124

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 30th day of July, 1997, by Barry Benedict the President of Creative Glass.

Joy Prout
NOTARY PUBLIC

(Seal)

Residing at: SLC, Utah

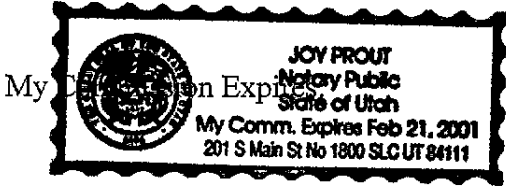


EXHIBIT "A"

Beginning at the Southwest corner of Lot 1, Block 21, Plat A Salt Lake Survey; thence East 30 3/4 feet; thence North 10 rods; thence West 55 1/2 feet; thence South 10 rods; thence East 1 1/2 rods to the point of beginning.

Beginning 30 3/4 feet East of the Southwest corner of Lot 1, Block 21, Plat A Salt Lake City Survey; thence East 60 feet; thence North 10 rods; thence West 60 feet; thence South 10 rods to the point of beginning.

Beginning 90 3/4 feet East of the the Southwest corner of Lot 1, Block 21, Plat "A", Salt Lake City Survey; thence East 10.63 feet; thence North 10 rods; thence West 10.52 feet; thence South 10 rods to the point of beginning

EXHIBIT "B"

Commencing at a point 11 rods West of the Southeast corner of Lot 1, Block 21, Plat 'A', Salt Lake City Survey and running thence North 10 rods; thence West 47.23 feet; thence South 10 rods; thence East 47.23 feet to the place of beginning.

SK 7797 PG 1862

EXHIBIT "C"

"Beginning 90 3/4 feet East of The Southwest corner of Lot 1, Block 21, Plat "A", Salt Lake City Survey; thence East 10.63 feet; thence North 10 rods; thence West 10.52 feet; thence South 10 rods to the point of beginning."

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