

When Recorded, Return To:

J. McDonald Brubaker
8649 South Sandy Parkway
Sandy City, UT 84070

ACCESS EASEMENT AGREEMENT

An Access Easement Agreement (the "Agreement") dated 1 October, 2004 by and between Canal East, L. C. (hereinafter referred to as "East") a Utah limited liability company, and Canal West, L. C. (hereinafter referred to as "West") a Utah limited liability, collectively referred to as the "Parties".

RECITALS

East and West are the equitable owners of Lots 316 and 317, Jordan Industrial Center Phase III Subdivision, situated in Salt Lake County, Utah. Upon the terms and conditions set forth herein, the parties are desirous of creating a shared easement for access. 21-31-453-003 and 21-31-453-002

NOW THEREFORE, in consideration of the premises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Access Easement. Subject to the rights and restrictions hereinafter set forth, the parties hereby jointly create and grant to each other, themselves, and their successors, assigns, and heirs a perpetual non-exclusive access easement across the portion of the following property that is currently used as driveways and drive approaches, that is currently paved with asphalt and not including that used as parking stalls:

LEGAL DESCRIPTION

The Southern Forty-five (45) feet of Lots 316 & 317, Jordan Industrial Center Phase III Subdivision, according to the Official Plat thereof, file in Book 9902P of Plats at Page 49 of Official Records of Salt Lake County, Utah

2. Maintenance. The titleholder of each half of the easement shall be obligated to maintain that half of the easement in good condition and repair.

3. Each party shall indemnify, defend and save the other party harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property caused by them, their employees, agents and business invitees, except if caused by the party seeking indemnification.

EXECUTED to be effective the day and year first hereinabove written.

Canal East, L.C., a Utah Limited Liability Company

By: *J. McDonald Brubaker*
Its: Member

Canal West, L.C., a Utah Limited Liability Company

By: *J. McDonald Brubaker*
Its: Member

STATE OF UTAH)
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COUNTY OF SALT LAKE)

On this First day of October, 2004, personally appeared before me, J. McDonald Brubaker, who being by me duly sworn, did say that he is the authorized Member of both Canal East, L.C. and Canal West, L. C. Utah limited liability companies, and that the foregoing instrument was signed on behalf of said limited liability companies by authority of its operating agreement, and hereby acknowledged to me that said limited liability companies executed the same.

Andrea Shockley

NOTARY PUBLIC
Residing at:

My Commission Expires

BK 9062 PG 379

