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WHEN RECORDED MAIL TO:

David J. Castleton
Blackburn & Stoll, LC
257 East 200 South, #800
Salt Lake City, Utah 84111

E 2192307 B 4094 P 715-727
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
8/11/2006 2:15:00 PM
FEE \$34.00 Pgs: 13
DEP eCASH REC'D FOR THE TALON GROUP

10-216-0132
10.216.0128 PT

EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is executed this 10 day of August, 2006, by and between **J AND J PRODUCE INCORPORATED**, a Utah corporation ("JJP"), and **GILES INVESTMENTS, LC**, a Utah limited liability company ("Giles").

RECITALS

A. Giles is the owner of a part of Lot 105, Sugar Street Commercial Subdivision Plat No. 1, located in Layton, Davis County, Utah, and more particularly described in Exhibit A attached hereto and incorporated herein (hereinafter sometimes referred to as the "Giles Parcel").

B. JJP is the owner of a part of Lot 105 adjacent to the Giles Parcel, which parcel is more particularly described in Exhibit B attached hereto and incorporated herein (hereinafter sometimes referred to as the "JJP Parcel").

C. JJP and Giles (hereinafter sometimes referred to individually as "Parcel Owner" and collectively as "Parcel Owners") desire to establish a shared access easement over a portion of the Giles Parcel and the JJP Parcel, as more particularly described in Exhibit C attached hereto (the "Easement Parcel"), including access, ingress and egress to the Easement Parcel, subject to the terms, provisions and conditions of this Agreement.

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

1. **Cross Access.**
 - a. Giles hereby grants to JJP and to the owners, tenants and other occupants of the JJP Parcel, and to their respective customers, employees and invitees, the nonexclusive right of pedestrian and vehicular ingress and egress across the Easement Parcel. JJP hereby grants to Giles and to the owners, tenants and other occupants of the Giles Parcel, and to their respective customers, employees and invitees, the nonexclusive right of pedestrian and vehicular ingress and egress across the Easement Parcel
 - b. In no event may either Parcel Owner block, alter or change the open configuration and two way access functioning of the Easement Parcel without the consent of the other Parcel Owner. The Easement Parcel shall, during the term of this Agreement, be utilized for the ingress and egress of vehicles and pedestrians to and from the JJP Parcel and the Giles Parcel.

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- c. The easement described herein shall run with the land and shall bind and burden each Parcel Owner's respective Parcel. The Easement Parcel shall be deemed to be the servient estate. The easement described herein shall benefit each Parcel Owner's respective Parcel, which Parcel shall be deemed to be the dominant estate. The access easement described herein is designed to provide for the dominant estate access rights to and from adjacent streets across the servient estate. Nothing contained in this Agreement shall be construed to provide to such dominant estate any parking rights, storage rights or loading or unloading rights on the servient estate. The cross access easement described herein is nonexclusive and is shared in common with the Parcel Owner, tenants, occupants, customers, employees and invitees of the Giles Parcel and the JJP Parcel. The easement described herein is perpetual.
- d. Nothing contained herein shall be deemed to create any public rights of way and each party reserves the right to cause the removal of any unauthorized persons from its respective Parcel. Each Parcel Owner will use its best efforts to prevent its tenants, occupants, customers, employees or invitees from parking on the other Parcel Owner's parcel.

2. Maintenance.

- a. The Parcel Owners shall maintain their respective Parcels in a first class manner, in good order, condition and repair. Without limiting the generality of the foregoing, each Parcel Owner shall observe the following maintenance standards for its respective Parcel:
 - i. Maintain the asphalt, concrete and other paved surfaces of the Easement Parcel in a smooth and evenly covered condition;
 - ii. Remove all paper, debris, filth and refuse from the Easement Parcel and wash or thoroughly sweep paved areas as required;
 - iii. Keep the Easement Parcel reasonably free and clear of snow and ice;
 - iv. Install and maintain entrance, exit and directional signs, markers and lights and light poles in the Easement Parcel as shall be reasonably required to insure that the Easement Parcel is adequately lighted and marked to facilitate convenient vehicular and pedestrian ingress and egress;
 - v. Clean lighting fixtures within the Easement Parcel and relamp and reballast as needed;
 - vi. Repaint striping, markers and directional signs as necessary to maintain the Easement Parcel in a good, sightly and clearly marked condition;

- vii. Maintain storm drains and other utility lines in the Easement Parcel in a proper operating condition to avoid hindrance to the functioning of the easement described herein;
 - viii. Maintain landscaped areas within or adjacent to the Easement Parcel in a well-trimmed and thriving condition; and
 - ix. At all times adequately light the Easement Parcel during the hours of darkness during which such Easement Parcel may be in use.
- b. Each Parcel Owner may temporarily close portions of the Easement Parcel on its Parcel to permit the construction, remodeling, repair and maintenance of the improvements on its respective Parcel, provided that any inconvenience created thereby is kept to a minimum and provided that any such Parcel Owner pursues with due diligence to completion such construction, remodeling, repair or maintenance. All sweeping and other maintenance of the Easement Parcel shall be performed at hours which will cause minimal interference with the normal daily use of such Easement Parcel.
 - c. The Parcel Owners shall be responsible for the costs and expenses incurred in the maintenance of the Easement Parcel on their respective Parcels.

3. Insurance and Taxes.

- a. Each Parcel Owner shall maintain or cause to be maintained in full force and effect comprehensive public liability insurance in the combined single limit amount of at least One Million Dollars (\$1,000,000). Such insurance shall insure against death, personal and bodily injury and property damage occurring on the Easement Parcel of each Parcel Owner's respective Parcel. Such insurance shall name each of the other parties hereto, or their successors or assigns as the case may be, as additional insureds and each Parcel Owner shall cause an appropriate certificate of insurance to be provided to the other parties evidencing fulfillment of the above described obligation. The public liability insurance described above shall contain a personal injury endorsement, insuring against false imprisonment, malicious prosecution and libel and slander.
- b. Each Parcel Owner shall timely pay before delinquency all real property taxes and assessments which are levied or otherwise assessed against the land and improvements situated within such Parcel Owner's Parcel.
- c. Any Parcel Owner may defer payment of the taxes and assessments described in Section 3.b. above while appealing or contesting the validity or amount thereof, provided such contest or appeal is in good faith and does not subject such Parcel Owner's Parcel to foreclosure or loss. Upon receiving a final adverse ruling or

decision, the contesting Parcel Owner shall immediately pay all taxes and assessments, late charges and penalties then due and take such other action as is necessary to insure that foreclosure or loss of such Parcel does not subsequently occur.

- d. Should any Parcel Owner default in paying taxes or assessments which are due on its respective Parcel, any other Parcel Owner or occupant may pay such taxes or assessments (i) if they are delinquent and (ii) the defaulting Parcel Owner has not commenced and is not diligently prosecuting any contest or appeal of such taxes or assessments. The curing party shall bill the defaulting Parcel Owner for the expenses incurred, together with interest at five percent (5%) above the prime rate then charged by Wells Fargo Bank, Salt Lake City, Utah, or its successor, and the defaulting Parcel Owner shall have fifteen (15) days within which to pay said bill. If such defaulting Parcel Owner fails to pay said bill, the curing party may proceed to collect such sum from such defaulting Parcel Owner and, in connection therewith, shall have all remedies available at law.

4. Condemnation.

- a. In the event the Easement Parcel is taken by the exercise of the power of eminent domain (or in the event any conveyance in lieu thereof under a realistic threat of condemnation made by a duly constituted authority having eminent domain powers with respect to the property in question), the condemnation award or payment made as a result thereof shall be payable to the Parcel Owner of such Parcel and no interest in such award or payment shall be claimed by any other Parcel Owner; provided, however, such other Parcel Owner shall be entitled to claim payment from the condemning authority, in accordance with law, for the value of any Easement Parcel cross access rights which are taken or damaged. Any such payment or claim shall only be made to such other Parcel Owner based upon an evaluation of such other Owner's damages following the restoration described in Section 4.b. below
- b. If any portion of the Easement Parcel of a Parcel is taken by condemnation, the Parcel Owner of such Parcel shall, at its expense and as soon as reasonably possible, restore the remaining portions of its Parcel or improvements as near as practicable to their condition immediately prior to such condemnation in order to permit the continued functioning of the cross access easement described herein.

5. Screening.

Each of the Parcel Owners agrees that any dumpsters, mechanical equipment or other similar items located on its respective Parcel shall be (a) appropriately sized, (b) screened from view from the Easement Parcel by architectural grade masonry walls (*e.g.* split face block) or other appropriate screening material for roof mounted mechanical equipment, and (c) maintained in a clean and neat condition by such Parcel Owner.

6. Utilities.

Each Parcel Owner shall have the right to install, construct, service, maintain, and replace any utility line or pipe located within the Easement Parcel located solely on such Parcel Owner's Parcel. In conjunction with the exercise of these rights, each Parcel Owner shall have the right to conduct excavation, temporary blockage of traffic and other activities reasonably necessary for the extension of utility services to its Parcel, provided the areas affected thereby are restored upon completion of construction.

7. Amendment, Successors.

- a. This Agreement may only be amended by the written consent of the Parcel Owners and all other parties who hold a fee interest or are lien holders in a portion of the property affected by this Agreement.
- b. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement shall run with the land as is more fully described in Section 1.c. above.

8. Miscellaneous.

- a. No default by a Parcel Owner under this Agreement shall entitle any other Parcel Owner, or its successors or assigns, to terminate, cancel or otherwise rescind this Agreement. This Agreement may be specifically enforced through an action for declaratory relief, an injunction, or other available remedy at law or under this Agreement. The prevailing party in any such action shall be entitled to recover from the other party, in addition to any relief granted hereunder, its legal expenses and costs, together with interest on all sums awarded hereunder from the date the costs were incurred, or the judgment was awarded, whichever is first, at the rate per annum of three percent (3%) above the prime rate of interest then being charged by Wells Fargo Bank, Salt Lake City, Utah (or its successor), to its most credit worthy corporate customers.
- b. Any notice, demand, request or other communication which any party desires to give to another party hereunder shall be in writing and shall be hand delivered or sent by United States registered or certified mail, addressed to the party to receive such at its address last known to the sender of such communication. on the execution date of this Agreement the addresses of the parties are as set forth below:

JJP: J & J Produce
 1815 West Gentile Street
 Layton, Utah 84041

Giles Giles Investments, LC
 1815 West Gentile Street
 Layton, Utah 84041

- c. Nothing contained in this Agreement shall be deemed or construed by any party hereto or any third person to create the relationship of principal and agent or of limited or general partnership or of joint venture or of any other similar association between any of the parties hereto.

- d. If any provision of this Agreement, or the application thereof to any party or other person or to any certain circumstances, shall be held to be invalid, void or illegal, the remaining provisions hereof and/or the application of such provisions to any party, occupant or other person or to any circumstances other than to those to which it is held to be invalid, void or illegal, shall, nevertheless, remain in full force and effect and not be affected thereby; and the parties agree that they would have entered into this Agreement independently of any provision or provisions of this Agreement which are so held to be invalid, void or illegal.

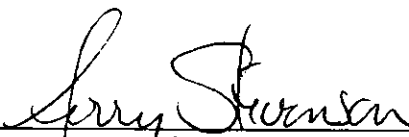
- e. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Utah.

- f. The paragraph headings contained in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural where the context is otherwise appropriate.

- g. Any reference to any exhibit contained within this Agreement shall be deemed to mean the specified exhibit to this Agreement and such exhibit so referenced is incorporated herein to the same extent as if set forth herein word for word.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written, the effective date of this Agreement.

J AND J PRODUCE INCORPORATED, a Utah corporation

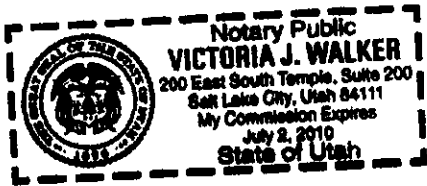
By: 
Jerry Stevenson, President

GILES INVESTMENTS, LC

By: _____
Its _____

STATE OF UTAH)
:
COUNTY OF SALT LAKE)

On the 10 day of August, 2006, personally appeared before me JERRY STEVENSON, a signer of the foregoing instrument who duly acknowledged to me that he executed the same as President, for and in behalf of J AND J PRODUCE INCORPORATED, a Utah corporation.



Victoria J. Walker
NOTARY PUBLIC
Residing at _____

My Commission Expires:
7/2/2010

STATE OF UTAH)
:
COUNTY OF SALT LAKE)

On the ___ day of _____, 2006, personally appeared before me NED GILES, a signer of the foregoing instrument who duly acknowledged to me that he executed the same as Manager, for and in behalf of GILES INVESTMENTS, LC, a Utah limited liability company.

NOTARY PUBLIC
Residing at _____

My Commission Expires:

GILES INVESTMENTS, LC

By: [Signature]
Its Manager

[Add other parties having an interest in these parcels]

STATE OF UTAH)
 DAVIS :
COUNTY OF ~~SALT LAKE~~)

On the 31st day of July, 2006, personally appeared before me JERRY STEVENSON, a signer of the foregoing instrument who duly acknowledged to me that he executed the same, for and in behalf of J AND J PRODUCE INCORPORATED, a Utah corporation.

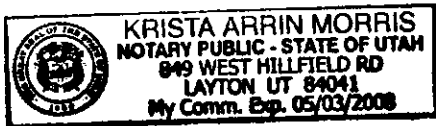


[Signature]
NOTARY PUBLIC
Residing at 849 W. Hillfield Rd.

My Commission Expires:
05-03-08

STATE OF UTAH)
 DAVIS :
COUNTY OF ~~SALT LAKE~~)

On the 31st day of July, 2006, personally appeared before me Ned Giles, a signer of the foregoing instrument who duly acknowledged to me that he executed the same, for and in behalf of GILES INVESTMENTS, LC, a Utah limited liability company.



[Signature]
NOTARY PUBLIC
Residing at 849 W. Hillfield

My Commission Expires:
05-03-08

SUMMARY OF EXHIBITS

EXHIBIT A - Description of Giles Parcel

EXHIBIT B - Description of JJP Parcel

EXHIBIT C - Description of Easement Parcel

EXHIBIT A

DESCRIPTION OF GILES PARCEL

EXHIBIT A

GILES PARCEL

PART OF LOT 105, SUGAR STREET COMMERCIAL SUBDIVISION PLAT NO. 1, PART OF LOT 3, LAYTON INDUSTRIAL PARK, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF LOT 105, SUGAR STREET COMMERCIAL SUBDIVISION PLAT NO. 1, SAID POINT BEING LOCATED SOUTH 89°52'36" WEST ALONG SECTION LINE 764.10 FEET AND SOUTH 895.95 FEET FROM THE EAST QUARTER CORNER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 55°16'25" EAST 348.00 FEET TO THE WEST LINE OF MARSHALL WAY; THENCE SOUTH 34°43'34" EAST ALONG SAID WEST LINE 176.47 FEET; THENCE SOUTH 55°09'46" WEST 348.00 FEET TO THE WEST LINE OF SAID LOT 105; THENCE NORTH 34°43'34" WEST ALONG SAID WEST LINE 177.14 FEET TO THE POINT OF BEGINNING.

CONTAINS - 61,528 SQ. FT. 1.41 ACRES

10-214-0132

EXHIBIT B

DESCRIPTION OF JJP PARCEL

BEGINNING AT A POINT ON THE WEST LINE OF LOT 105, AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER, AND ROTATED TO THE NORTH LINE OF THE SOUTHEAST QUARTER, SAID POINT BEING SOUTH 34°43'34" EAST ALONG SAID WEST LINE 534.60 FEET FROM THE NORTHWEST CORNER OF LOT 105, SUGAR STREET COMMERCIAL SUBDIVISION PLAT NUMBER 1, PART OF LOT 3, LAYTON INDUSTRIAL PARK, SAID POINT BEING LOCATED SOUTH 89°52'36" WEST ALONG SECTION LINE 1039.06 FEET AND SOUTH 498.64 FEET FROM THE EAST QUARTER CORNER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 55°05'15" EAST 348.00 FEET TO THE EAST LINE OF SAID LOT AND THE WEST LINE OF MARSHALL WAY; THENCE SOUTH 34°43'34" EAST ALONG SAID LINE 483.82 FEET; THENCE SOUTH 55°16'25" WEST 348.00 FEET TO THE WEST LINE OF SAID LOT 105; THENCE NORTH 34°43'34" WEST ALONG SAID WEST LINE 482.69 FEET TO THE POINT OF BEGINNING.

CONTAINS - 168,173 SQ. FT. 3.86 ACRES

Pt 10-216-0128

EXHIBIT C

DESCRIPTION OF EASEMENT PARCEL

BEGINNING ON THE WEST LINE OF LOT 105, SUGAR STREET COMMERCIAL SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER, SAID POINT BEING LOCATED SOUTH 89°52'36" WEST ALONG SECTION LINE 775.24 FEET AND SOUTH 879.85 FEET FROM THE EAST QUARTER CORNER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 55°08'41" EAST TO AND ALONG AN EXISTING FACE OF CURB 348.00 FEET TO THE WESTLINE OF MARSHALL WAY; THENCE SOUTH 34°43'34" EAST ALONG SAID WEST LINE 40.93 FEET TO A POINT AN EXISTING CURB FACE; THENCE SOUTH 55°46'49" WEST ALONG SAID EXISTING CURB FACE AND THE EXTENSION OF 348.01 FEET TO A POINT ON THE WEST LINE OF SAID LOT 105; THENCE NORTH 34°43'34 WEST ALONG SAID WEST LINE 37.07 FEET TO THE POINT OF BEGINNING.

CONTAINS - 13,572 SQ. FT. 0.31 ACRES

PT 10 216 0128