

EASEMENT AND AGREEMENT

This Easement and Agreement (the "Agreement") is made as of the 13th day of July, 2000, by and between Vario & Associates, a Partnership ("Grantor") Remington Park Associates, L.C., a Utah limited liability company, and Remington Park Associates II, L.C., a Utah limited liability company (collectively "Grantee"). Grantor and Grantee are collectively referred to as the "Parties" and individually, a "Party."

WHEREAS, Grantee Remington Park Associates, L.C. owns certain real property located in Tooele County, Utah, more particularly described on Exhibit "A", attached hereto ("Remington Parcel"); and

WHEREAS, Grantee Remington Park Associates II, L.C. owns certain real property located in Tooele County, Utah, more particularly described on Exhibit "B", attached hereto ("Remington II Parcel") (the Remington Parcel and the Remington II Parcel are collectively referred to herein as "Grantee's Property"); and

WHEREAS, Grantor owns certain real property adjacent to Grantee's Property, more particularly described on Exhibit "C", attached hereto ("Grantor's Property"); and

WHEREAS, Grantor has agreed that Grantee may have an easement for constructing, maintaining, and repairing a water line and water connection across the parcel of Grantor's Property more particularly described on Exhibit "D" attached hereto (the "Easement Parcel"); and

WHEREAS, the Parties desire to enter into this Agreement to set forth their understandings with respect to the granting of an easement for such access.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are incorporated herein by reference.
2. Grant of Easement. Grantor does hereby grant and convey to Grantee, a perpetual, nonexclusive easement over and across the Easement Parcel for the purpose of constructing, maintaining and repairing a water line and water connection (the "Easement"); TOGETHER WITH the right to enter Grantor's Parcel for all purposes necessary or desirable in fulfillment of the purposes of the Easement.
3. Use of Easement by Grantor. Grantor may make any use of the Easement which will not defeat, damage, or unreasonably interfere with the uses and purposes of the Easement as described herein.
4. Notices. Notices made or given by the Parties must be in writing and may be served personally, by nationally recognized overnight delivery service, or by sending the same by certified or registered United States mail, postage prepaid, addressed as follows:

TO GRANTEE: Remington Park Associates II, L.C.
c/o Campbell-Hogue & Associates, Inc.
1200 112th Avenue, N.C., Suite C-143
Bellevue, Washington 98004

Remington Park Associates, L.C.
c/o Campbell-Hogue & Associates, Inc.
1200 112th Avenue, N.C., Suite C-143
Bellevue, Washington 98004

TO GRANTOR:


Notices shall be deemed effective when served, if served personally, one day after deposit with nationally recognized overnight delivery service, or three days after deposit in the United States mail. The person and place for receipt of notices may be changed by written notice from one Party to the other.

5. Legal Proceedings. In the event any Party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party.

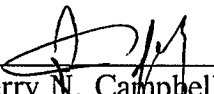
6. Benefit and Burden. This Agreement shall be for the benefit of Grantee's Parcel and for the benefit and burden of Grantor's Parcel and shall run with the land. This Agreement, the Easement and the benefits and obligations created hereby shall inure to the benefit of and be binding upon each Party, and its successors, transferees, assigns and occupants of its Parcel.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

REMINGTON PARK ASSOCIATES, L.C.

By: 
Terry N. Campbell
Its: Managing Member

REMINGTON PARK ASSOCIATES II,
L.C.

By: 
Terry N. Campbell
Its: Managing Member

VARIO & ASSOCIATES

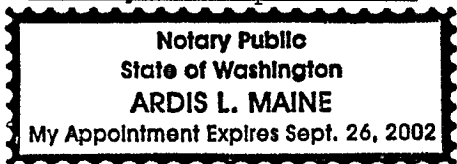
Ernest Vario

By: *Pat Vario Partners*

Its: *Partners*

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

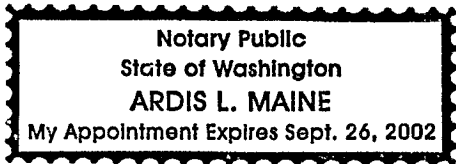
The foregoing instrument was acknowledged before me this 13th day of July,
2000 by Terry N. Campbell on behalf of Remington Park Associates, L.C.



Ardis L. Maine
NOTARY PUBLIC

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

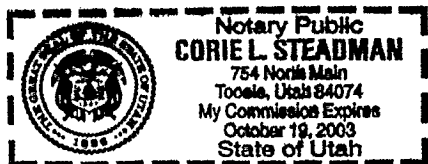
The foregoing instrument was acknowledged before me this 13th day of July,
2000 by Terry N. Campbell on behalf of Remington Park Associates II, L.C.



Ardis L. Maine
NOTARY PUBLIC

STATE OF UTAH)
)ss.
COUNTY OF Tooele)

The foregoing instrument was acknowledged before me this 21st day of July,
2000 by Pat Vario & Ernest Vario ^{Partners} on behalf of Vario & Associates.



Corie L. Steadman
NOTARY PUBLIC

Exhibit "A"

Grantee's Property-Remington Parcel

Lot 2, REMINGTON SUBDIVISION, according to the official plat thereof, as recorded in the office of the Tooele County Recorder.

Subject to and together with a non-exclusive easement for pedestrian and vehicular traffic, as disclosed in that certain Cross-Access and Easement agreement, dated June 14, 2000 and recorded June 15, 2000 as Entry No. 148898 in Book 626 at Page 303 of official records, over and across the following:

Beginning at the Northwest corner of Lot 1, REMINGTON SUBDIVISION, said point being on the South right of way line of 200 North Street (Utah Avenue); running thence South $00^{\circ}49'28''$ West 175.72 feet along the West line of said Lot 1; thence North $88^{\circ}58'24''$ West 50.00 feet to the West line of Lot 2 of said subdivision; thence North $00^{\circ}49'28''$ East 175.72 feet along said West line to said right of way line; thence South $88^{\circ}58'24''$ East 50.00 feet along said right of way line to the point of beginning.

Tax ID No. 12-112-0-0002

Also described as:

Beginning at a point which is East 150.04 feet and South 785.70 feet from the Northwest corner of Section 28, Township 3 South, Range 4 West, Salt Lake Base and Meridian; to the South right of way line of Utah Avenue; thence South $00^{\circ}49'28''$ West 233.50 feet; thence South $88^{\circ}58'24''$ East 280.00 feet; thence South $00^{\circ}49'28''$ West 362.07 feet; thence North $88^{\circ}58'24''$ West 330.00 feet; thence North $00^{\circ}49'28''$ East 595.57 feet to said Southern right of way line of Utah Avenue; thence South $88^{\circ}58'24''$ East 50 feet along the aforementioned Southern right of way line of Utah Avenue to the point of beginning.

Subject to and together with a non-exclusive easement for pedestrian and vehicular traffic over and across the following:

Beginning at the Northwest corner of Lot 1, REMINGTON SUBDIVISION, said point being on the South right of way line of 200 North Street (Utah Avenue); running thence South $00^{\circ}49'28''$ West 175.72 feet along the West line of said Lot 1; thence North $88^{\circ}58'24''$ West 50.00 feet to the West line of Lot 2 of said subdivision; thence North $00^{\circ}49'28''$ East 175.72 feet along said West line to said right of way line; thence South $88^{\circ}58'24''$ East 50.00 feet along said right of way line to the point of beginning.

Exhibit "B"

Grantee's Property--Remington II Parcel

Lot 1, REMINGTON SUBDIVISION, according to the official plat thereof, as recorded in the office of the Tooele County Recorder.

Together with a non-exclusive easement for pedestrian and vehicular traffic, as disclosed in that certain Cross-Access and Easement agreement, dated June 14, 2000 and recorded June 15, 2000 as Entry No. 148898 in Book 626 at Page 303 of official records, over and across the following:

Beginning at the Northwest corner of Lot 1, REMINGTON SUBDIVISION, said point being on the South right of way line of 200 North Street (Utah Avenue); running thence South $00^{\circ}49'28''$ West 175.72 feet along the West line of said Lot 1; thence North $88^{\circ}58'24''$ West 50.00 feet to the West line of Lot 2 of said subdivision; thence North $00^{\circ}49'28''$ East 175.72 feet along said West line to said right of way line; thence South $88^{\circ}58'24''$ East 50.00 feet along said right of way line to the point of beginning.

Tax ID No. 12-112-0-0001

Also described as:

Beginning at a point which is East 150.04 feet and South 785.70 feet from the Northwest corner of Section 28, Township 3 South, Range 4 West, Salt Lake Base and Meridian; to the South right of way line of Utah Avenue; thence South $88^{\circ}58'24''$ East 280.00 feet; thence South $00^{\circ}49'28''$ West 233.50 feet; thence North $88^{\circ}58'24''$ West 280.00 feet; thence North $00^{\circ}49'28''$ East 233.50 feet to the point of beginning.

Together with a non-exclusive easement for pedestrian and vehicular traffic, as disclosed in that certain Cross-Access and Easement agreement, dated June 14, 2000 and recorded June 15, 2000 as Entry No. 148898 in Book 626 at Page 303 of official records, over and across the following:

Beginning at the Northwest corner of Lot 1, REMINGTON SUBDIVISION, said point being on the South right of way line of 200 North Street (Utah Avenue); running thence South $00^{\circ}49'28''$ West 175.72 feet along the West line of said Lot 1; thence North $88^{\circ}58'24''$ West 50.00 feet to the West line of Lot 2 of said subdivision; thence North $00^{\circ}49'28''$ East 175.72 feet along said West line to said right of way line; thence South $88^{\circ}58'24''$ East 50.00 feet along said right of way line to the point of beginning.

POOR COPY

Exhibit "C"

TOOELE COUNTY RECORDER
Calleen B. Peshell

Grantor's Property

✓ PARCEL I: BEGINNING AT A POINT SOUTH 00°36'28" EAST, A DISTANCE OF 368.00 FEET ALONG THE LOT LINE FROM THE NORTHEAST CORNER OF SAID LOT 2, SAID NORTHEAST CORNER OF LOT 2 BEING SOUTH 00°09'12" EAST, A DISTANCE OF 782.027 FEET ALONG THE SECTION LINE, AND SOUTH 89°12'40" EAST, A DISTANCE OF 759.93 FEET ALONG THE BLOCK LINE. ~~FROM THE~~ ^{FROM THE} NORTHEAST CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°36'28" WEST A DISTANCE OF 206.00 FEET ALONG THE LOT LINE; THENCE NORTH 89°12'40" WEST, A DISTANCE OF 331.91 FEET; THENCE NORTH 00°35'13" EAST 206.00 FEET; THENCE SOUTH 89°12'40" EAST, A DISTANCE OF 331.99 FEET TO THE POINT OF BEGINNING.

2-84-1

✓ PARCEL II: A PARCEL OF LAND LOCATED IN LOT 2, BLOCK 4, PLAT "B", TOOELE CITY SURVEY, TOOELE CITY, AND BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHICH IS SOUTH 00°09'12" EAST, A DISTANCE OF 782.027 FEET ALONG THE SECTION LINE, AND SOUTH 89°12'40" EAST, A DISTANCE OF 759.93 FEET ALONG THE NORTH LINE OF BLOCK 4, AND SOUTH 00°36'28" WEST 574.00 FEET ALONG THE EAST LINE OF LOT 2, FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°36'28" WEST 143.46 FEET ALONG THE EAST LINE OF SAID LOT 2; THENCE LEAVING SAID LOT LINE ON A BEARING NORTH 89°12'40" WEST 331.89 FEET; THENCE NORTH 00°35'13" EAST 143.46 FEET; THENCE SOUTH 89°12'40" EAST 331.99 FEET TO THE POINT OF BEGINNING.

2-84-18

Exhibit "D"

Easement Parcel

10.00' Irrigation Easement

✓ Beginning at a point on the east line of Remington Subdivision as found and on record at the Tooele County Recorders Office, Book 550, Page 380, said point being North $0^{\circ}49'28''$ East 217.57 feet along the east line from the southeast corner of Lot 2 of said Remington Subdivision, said point of beginning also being East 441.37 feet to the extension of the east line of said Remington Subdivision and South $0^{\circ}49'28''$ West 1168.80 feet to and along the east line of said Remington Subdivision from the Northwest Corner of Section 28, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running;

Part of 2-84-1

thence North $0^{\circ}49'28''$ East 10.00 feet along the east line of said Remington Subdivision;
thence South $88^{\circ}58'24''$ East 345.00 feet;
thence South $0^{\circ}50'44''$ West 10.00 feet;
thence North $88^{\circ}58'24''$ West 344.99 feet to the point of beginning.

After recording return to:
Campbell-Hogue & Associates, Inc.
Attn: Lesley Bock
1200-112th Ave. NE, Suite C-143
Bellevue, WA 98004-3708