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#### CROSS EASEMENT AGREEMENT

The undersigned, BONNEVILLE FOODS CORPORATION, a Utah corporation ("Bonneville Foods"), and SUMA CORPORATION, a Utah corporation ("Suma"), have entered into this CROSS EASEMENT AGREEMENT as of August 23, 1993. Bonneville Foods and Suma are referred to collectively herein as the "Parties" and sometimes individually herein as a "Party."

#### Recitals

- A. Suma is the owner of certain real property known as Lot 2 of the Bonneville Pacific Subdivision, Plat "A," Lehi City, Utah County, Utah. Lot 2 is described in Exhibit A attached hereto and by this reference made a part hereof.
- B. Bonneville Foods is the owner of certain real property referred to herein as Lot 3 of the Bonneville Pacific Subdivision, Plat "A," Lehi City, Utah County, Utah. Lot 3 is described in Exhibit B attached hereto and by this reference made a part hereof.
- C. Suma wishes to burden Lot 2 with an easement that is appurtenant to and for the benefit of Lot 3, on the terms provided herein. Bonneville Foods wishes to burden Lot 3 with an easement that is appurtenant to and for the benefit of Lot 2, on the terms provided herein.

## Agreement

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

- 1. <u>Lot 2 Easement</u>. Suma hereby grants Bonneville Foods an easement (the "Lot 2 Easement") that is appurtenant to and for the benefit of Lot 3. The Lot 2 Easement is for ingress and egress across that portion of Lot 2 that is described in Exhibit C attached hereto and by this reference made a part hereof.
- 2. <u>Lot 3 Easement</u>. Bonneville Foods hereby grants Suma an easement (the "Lot 3 Easement") that is appurtenant to and for the benefit of Lot 2. The Lot 3 Easement is for ingress and egress across that portion of Lot 3 that is described in Exhibit D attached hereto and by this reference made a part hereof.
- 3. <u>Governing Law</u>. This Agreement shall be deemed to be made and interpreted under, and the rights and liabilities of the parties hereto determined in accordance with, the laws of the State of Utah.
- 4. <u>Jurisdiction of Disputes</u>. Jurisdiction over any disputes arising under this Agreement shall lie only with the courts of the State of Utah.
- 5. <u>Counterpart Execution</u>. This Agreement may be executed in any number of counterparts with the same effect as if the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Faxed signatures shall be deemed to be original signatures.

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IN WITNESS WHEREOF the undersigned have executed and delivered this Agreement on the dates set forth below to be effective as of the date first set forth above.

SUMA CORPORATION

Date: dug. 25, 1993

By: 4 Hara

BONNEVILLE FOODS CORPORATION, a Utah corporation

Date: 25 August 1993

CLARK M. MOWER, President

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State of Utah ) ) ss.
County of Salt Lake )

The foregoing instrument was acknowledged before me this 23rd day of August, 1993 by JERRY L. HANSEN, the President of SUMA CORPORATION. Said JERRY L. HANSEN acknowledged before me that he signed the foregoing document on behalf of the corporation by proper authority, and that he executed the foregoing document as the act of the corporation for the purpose stated in the foregoing document.



Mark E. Rivehart Notary Public

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State of Utah ) ) ss.
County of Salt Lake )

The foregoing instrument was acknowledged before me this 22 day of August, 1993 by CLARK M. MOWER, the President of BONNEVILLE FOODS CORPORATION. Said CLARK M. MOWER acknowledged before me that he signed the foregoing document on behalf of the corporation by proper authority, and that he executed the foregoing document as the act of the corporation for the purpose stated in the foregoing document.



Mark E. Rinebert, Notary Public

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### EXHIBIT A

(attached to and a part of the Cross Easement Agreement dated as of August 23, 1993 by and between

Suma Corporation and

Bonneville Foods Corporation)

# Legal Description of Parcel 2

All of Lot 2, Plat "A" of the Bonneville Pacific Subdivision located in Lehi City, Utah County Utah, recorded as Entry #48732, Map # 5084, Utah County Recorder's office.

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### EXHIBIT B

(attached to and a part of the Cross Easement Agreement dated as of August 23, 1993 by and between
Suma Corporation and
Bonneville Foods Corporation)

# Legal Description of Lot 3

All of Lot 3, Plat "A'" of the Bonneville Pacific Subdivision located in Lehi City, Utah County Utah, recorded as Entry # 48732, Map # 5084

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#### EXHIBIT C

(attached to and a part of the Cross Easement Agreement dated as of August 23, 1993 by and between

Suma Corporation and

Bonneville Foods Corporation)

### Location of the Parcel 2 Easement

That portion of Parcel 2 that is within the following described property:

56.00 FOOT EASEMENT FOR FUTURE DEDICATION OF PUBLIC ROADWAY.

Commencing at a point located South 1182.29 feet and West 1983.60 feet from the East one-quarter corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, (Basis of Bearing is the Utah State Plane Coordinate System, Central Zone); thence South 00°06′26" East 64.61 feet; thence West 56.00 feet; thence North 00.06.26" West 70.00 feet; thence along the arc of a 50.00 foot radius curve to the left 59.76 feet (chord bears South 84°29′55" East 56.27 feet) to the point of beginning.

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#### EXHIBIT D

(attached to and a part of the Cross Easement Agreement dated as of August 23, 1993 by and between

Suma Corporation and

Bonneville Foods Corporation)

### Location of the Parcel 3 Easement

That portion of Parcel 3 that is within the following described property:

A 56.00 FOOT EASEMENT FOR FUTURE DEDICATION OF PUBLIC ROADWAY.

Commencing at a point located South 1182.29 feet and West 1983.60 feet from the East one-quarter corner of Section 6, Township 5 south, Range 1 East, Salt Lake Base and Meridian, (Basis of Bearing is the Utah State Plane Coordinate System, Central Zone); thence South 00.06'26" East 64.61 feet; thence west 5600 feet; thence North 00°06'26" West 70.00 feet; thence along the arc of a 50.00 foot radius curve to the left 59.76 feet (chord bears South 84°29'55" East 56.27 feet) to the point of beginning

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