

P. 2/7
May 14, 1996

When Recorded Return to:

6374432

EASEMENT AGREEMENT

DRAPER INDUSTRIAL PARK L.C., being the owner of the property described on Exhibit A, attached hereto, and **FRAMPTON PROPERTIES, LTD.**, a limited partnership, owner of the land described on Exhibit B, attached hereto, as "Grantors," for the consideration of One Dollar (\$1.00) and other valuable consideration the receipt of which is hereby acknowledged, hereby grant, create, ~~and~~ set over, unto **THAYNE E. JENSON** and **REBECCA JENSON**, his wife, hereinafter referred to as "Grantees," their successors and assigns, a perpetual right-of-way for an irrigation pipe including facilities over and across the property of the parties as follows:

Thayne E. Jensen

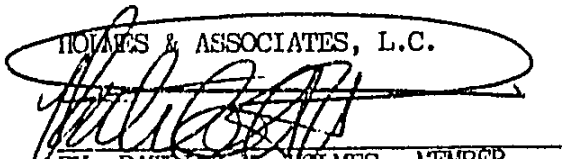
1. Grantors shall install a pipe on the boundary line between the north boundary line of the property on Exhibit A, and on the south boundary line of the property on Exhibit B. Grantors further grant a right-of-way and easement to Grantees being situate in Salt Lake County, State of Utah over and through a parcel of the Grantors land lying within a strip ten (10) feet wide, said strip extending five (5) feet south of the property described on Exhibit A, and extending five (5) feet north of the property described on Exhibit B, creating a strip of land ten (10) feet wide.
2. Grantors herein agree that the Grantees and other property owners who have water rights to use water from said ditch shall have rights of ingress and egress to repair and maintain said pipe and ditch as constructed across the said easement.
3. It is agreed that the pipe to be installed and described herein in paragraph 1 shall be installed and completed at the sole expense of Draper Industrial Park, L.C.
4. It is agreed that the Grantor, Draper Industrial Park, L.C., shall complete a suitable access road of the width of ten (10) feet, pursuant to the easement described herein, and shall complete the road and land up along said pipe, including any junction boxes or distribution boxes, to permit the use by Grantees and other property owners and the travel of vehicles or farming equipment along said easement without obstruction. Said easement to be of the same construction and condition as the present one.
5. Grantor, Draper Industrial Park, L.C., herein agrees to construct a chainlink fence of not less than six (6) feet in height along the south boundary of the easement as described herein, at their sole cost and expense. Said fence to be constructed before the occupancy of the first tenant in the Inauguration Subdivision.
6. That the Grantors hereto agree that they will not acquire any right, title or interest in and to the property of the other by virtue of entering into this

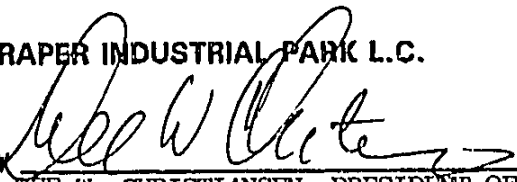
BK 7415 PG 0088

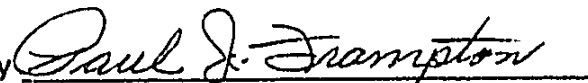
agreement. Frampton Properties, Ltd. further agrees that they or their grantees, successors or assigns will not acquire or claim any interest in the property of Draper Industrial Park, L.C. by virtue of the fact that the fence to be constructed is five feet inside of their record boundary but constructed on the boundary of the easement to leave access to the easement for repairs and maintenance.

- 7. That Thayne E. Jenson and Rebecca Jenson, his wife, are hereby granted the rights to use the easement created hereby for the purposes set forth herein to transport irrigation water to the property described in Exhibit C attached hereto and for egress and ingress for Grantee's vehicular and farming equipment. No warranties are made that the properties are adjoining and any additional easements or approvals required to reach the property described on Exhibit C must be obtained by Thayne E. Jenson and Rebecca Jenson, his wife.
- 8. It is the intent of the parties to grant a 10-foot wide easement between the properties of the Grantors, as herein described; said easement to run the length of the property to the railroad on the west.
- 9. The parties hereto agree that the Grantees shall be responsible for the normal maintenance of said easement and for damages to the easement facilities and fences caused by them. It is further agreed that the Grantors shall be responsible for any damage done to the easement facilities and/or fences caused by them.
- 10. The parties hereto agree that the party defaulting in any of the terms and conditions hereof will pay any and all costs and attorney's fees incurred by the non-defaulting party.

GRANTORS:

HOLMES & ASSOCIATES, L.C.

 BY: PATRICK H. HOLMES, MEMBER

DRAPER INDUSTRIAL PARK L.C.
 BY 
 DEE W. CHRISTIANSEN, PRESIDENT OF CHRISTIANSEN
 CONSTRUCTION SERVICES, INC., THE MANAGER OF
 FRAMPTON PROPERTIES, LTD., DRAPER INDUSTRIAL
 a limited partnership PARK, L.C.

BY 

BK 7415PG0089

GRANTEES:

Thayne E. Jenson
Thayne E. Jenson

Rebecca Jenson
Rebecca Jenson

NOTARY ACKNOWLEDGMENTS

STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

On the 14th day of May, 1996, personally appeared before me Dee W. Christiansen, who being by me duly sworn, did say that he is the President of Christiansen Construction Services, Inc., the manager of Draper Industrial Park, L.C., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said Dee W. Christiansen duly acknowledged to me that said corporation

executed the same
NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
February 24, 1997
LORI L. WILLIAMSON
64 East 8400 South
Murray, Utah 84107

Lori L. Williamson
Notary Public

STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

On the 14th day of May, 1996, personally appeared before me Paul J. Frampton, the general partner of Frampton Properties, Ltd. who being by me duly sworn, did say that he is the general partner of the above-named partnership, and that the within and foregoing instrument was signed by authority of partnership agreement with consent of non executing partners as may be required by law, and Paul J. Frampton acknowledged to me that such person(s) executed the same as the act of said partnership.

STATE OF UTAH)
COUNTY OF SALT LAKE)

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
January 11, 1997
KRISTIE L. AGBEKO
111 East Rimway #111
Salt Lake City, Utah 84111

Kristie L. Agbeko
Notary Public

On the 15th day of May, 1996, personally appeared before me Thayne E. Jenson and Rebecca Jenson, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same as the act of said partnership.

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
March 23, 2000
NICOLAC LYNCH
12408 South Fort St.
Draper, Utah 84020

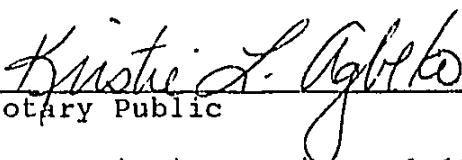
Nicolac Lynch
Notary Public

BR 7415P60090

NOTARY ACKNOWLEDGMENTS CONTINUED

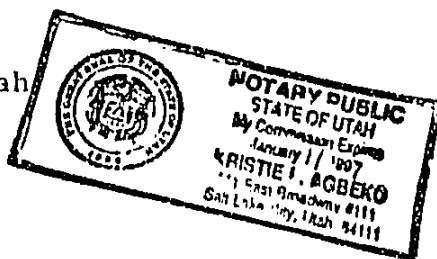
STATE OF UTAH, County of SALT LAKE) ss.

On this date, June 4, 1996, personally appeared before me PATRICK H. HOLMES, who being by me duly sworn did say that he is a member of HOLMES & ASSOCIATES, L.C. the limited liability company that executed the above and foregoing instrument and that said instrument was signed on behalf of said company by authority of its by-laws (or by authority of a resolution of its board of managers/members) and said PATRICK H. HOLMES acknowledged to me that said limited liability company executed same.



Notary Public

My commission expires: 1-11-97
Residing in: Salt Lake City, Utah



BK 74 15 PG 009 1

Exhibit A

Lots 101 through 108 inclusive, INAUGURATION SUBDIVISION, PHASE I, Lots 201 through 211, INAUGURATION SUBDIVISION, PHASE II, Lots 301 through 307, and continuing on in a westerly direction to the west end of the "open space" west of the Jordan and Salt Lake Canal, of said INAUGURATION SUBDIVISION, PHASE III, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

BK 7415 PG 0092

Exhibit B

Beginning at the South Quarter of Section 24, Township 3 South, Range 1 West, Salt Lake Meridian; thence South $89^{\circ}54'32''$ West 757.591 feet; thence North $5^{\circ}19'58''$ East 1049.777 feet; thence North $89^{\circ}54'32''$ East 676.516 feet; thence South $26^{\circ}39'42''$ West 321.715 feet; thence South $27^{\circ}32'59''$ West 244.961 feet; thence North $89^{\circ}4'32''$ East 1143.253 feet; thence South $9^{\circ}15'23''$ East 553.285 feet; thence North $89^{\circ}46'41''$ West 991.088 feet to the point of beginning.

BK 74 15 Pg 0093

Exhibit C

Beginning 150 feet South from the Northwest corner of Section 25, Township 3 South, Range 1 West, Salt Lake Meridian; thence South 450 feet; thence East 472.2 feet; thence South 249 feet; thence West 292.35 feet; thence North 149 feet; thence West 179.85 feet; thence South 445 feet; thence East 250.8 feet; thence South 175 feet more or less; thence North 89°35' East 1319.02 feet more or less to the railroad; thence North 09°11'23" East 1325.6 feet more or less; thence West 1437.13 feet; thence South 150 feet; thence West 344.35 feet to the point of beginning.

06/04/96 4:26 PM 6374432 31.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
REC BY: D GRAY , DEPUTY - WI

BK 7415 Pg 0094