AFTER RECORDING, PLEASE RETURN TO:

Shawn C. Ferrin PARSONS BEHLE & LATIMER 201 South Main Street, Suite 1800 P.O. Box 45898 Salt Lake City, Utah 84145-0898

RECORDER, SALT LAKE COUNTY, UTAH REC BY: V ASHBY DEPUTY - WI

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this 25th day of February, 1999, by and between Adi Realty Company, an Idaho corporation ("Owner"), and Summit Printing, Inc., a Utah corporation ("Summit") (Owner and Summit are referred to collectively as the "Parties" and individually as a "Party"), with reference to the following:

- Owner is the owner of a parcel of real property located in Salt Lake County, Utah ("Owner Parcel").
- Summit is the owner of a parcel of real property located in Salt Lake В. County, Utah, and more particularly described on Exhibit A ("Summit Parcel"). The Summit Parcel is contiguous to the Owner Parcel (the Summit Parcel and the Owner Parcel are referred to collectively as the "Parcels" and individually as a "Parcel").
- C. Summit desires to obtain from Owner, and Owner is willing to grant to Summit, an easement across that portion of the Owner Parcel described on Exhibit B ("Easement Parcel") in accordance with the terms of this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Summit and Owner agree as follows:

- Grant of Easement. Owner grants and conveys to Summit a nonexclusive easement ("Easement") on, over, across and through Easement Parcel, for vehicular and pedestrian ingress and egress to and from the Summit Parcel and public roadways contiguous to the Easement Parcel.
- 2. No Interference. Except to the extent necessary for reasonable construction, repair and maintenance, traffic regulation and control, or as the Parties may mutually agree, no fence, wall, barricade or any other obstruction, whether temporary or permanent in nature, which materially limits or impairs the free and unimpeded access to or across the Easement Area, shall be constructed or erected nor shall any Party in any other manner obstruct or interfere with the flow of pedestrian or vehicular traffic over any portion of the Easement Area.

- 3. <u>Duration</u>. This Agreement and the Easement and undertaking set forth herein shall be perpetual.
- 4. <u>Not a Public Dedication</u>. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Owner Parcel to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.

5. Mutuality: Reciprocity; Runs With the Land.

- (a) The Easement, and the rights and obligations granted or created by this Agreement are appurtenances to the Parcels and none of the easements, rights or obligations may be transferred, assigned or encumbered except as an appurtenance to the Parcels. For the purposes of the easements and rights set forth herein, the Parcel benefited thereby shall constitute the dominant estate, and the Parcel burdened thereby shall constitute the servient estate.
- (whether affirmative or negative in nature) (i) shall constitute covenants running with the land; (ii) shall bind every person having a fee, leasehold or other interest in any portion of the Parcels at any time or from time to time to the extent such portion is affected or bound by the easement or right in question, or to the extent that easement or right is to be performed on such portion; (iii) shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns as to their respective Parcels; and (iv) shall create mutual, equitable servitudes upon each Parcel in favor of the other Parcels.
- 6. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed invalid to the extent of the scope and breadth permitted by law.
- 7. <u>Integration</u>. This Agreement contains the entire agreement between the Parties with respect to the matters set forth herein. This Agreement cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the Parties.
- 8. <u>No Partnership: Indemnification</u>. The Parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise. Summit indemnifies, holds harmless and agrees to defend Owner from and against all claims, damages, expenses (including, without limitation, attorneys' fees and costs), liabilities and judgments arising from or in connection with injury to persons, loss of life, or damage to property occurring on the Easement Parcel; provided, however, Summit does not indemnify Owner against any injury, loss of life, or damage which is caused by the negligence or wrongful conduct of Owner, or Owner's agents, invitees or employees.

- 9. <u>Further Action</u>. The Parties shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.
- 10. <u>Counterparts</u>. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.
- 11. <u>Governing Law</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

Executed the date and year first above written.

OWNER:

Adi Realty Company, an Idaho corporation

Print Name:
Its:
SUMMIT:
Summit Printing, Inc., a Utah corporation
By: Ymast w / Kung
Print Name: JAMES 1901 KAWAK
Its: PuesiDent

STATE OF _)						
COUNTY OF		: ss.)						
Company.	The foregoing _, 1999, by _							
				Notary Publi Residing at:	c			
My Commiss	ion Expires:							
STATE OF U	TAH SALT LAKE	: ss.)						
February	The foregoing, 1999, by <u>Teme</u>		k, the		d 2	of Sumn	nit Printin	ng, Inc.
My Commiss:	ion Expires:				Edwar 455 Salt La My C	TARY PUB "d L. Can E. 500 80. #2 ke City, Utah ommission Ex Juty 10, 2002 LTE OF UT	ipbeli 200 84111 pires	

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- 10. <u>Counterparts</u>. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.
- 11. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

Executed the date and year first above written.

OWNER:

Adi Realty Company, an Idaho corporation

By: Top L trans	
Print Name Terry L. Kremeier	pp
Its: Vice Precident	
SUMMIT:	
Summit Printing, Inc., a Utah corporation	
By:	
Print Name:	

Its:

STATE OF Georgia: ss.			w
The foregoing instrument vector of the foregoing in	was acknowledg	ed before me this se Vice Arcuide	Aday of Adi Realty
	Notary Pu Residing a	H. Rolen blic at: Atlanta	GA: 1700
My Commission Expires:		Notary Public My Commissio	
STATE OF UTAH		·	
: ss. COUNTY OF SALT LAKE)			
The foregoing instrument v	was acknowledgethe	ed before me this of Sumr	day of mit Printing, Inc.
	Notary Pul Residing a		
My Commission Expires:			
19			e ee ee ee ee ee ee

EXHIBIT A TO EASEMENT AGREEMENT

SUMMIT PARCEL

Beginning at a point on the Easterly Right of way line of Progress Drive (1920 West Street), said point being south 26°32'00" East 323.58 feet along the monument line of Progress Drive and North 63°28'00" East 30.00 feet from a Salt Lake County Street monument in the intersection of Alexander Street and Progress Drive, said point of beginning also said to be South 00°03'10" East 245.83 feet along the quarter section line and West 1542.34 feet to the easterly line of Progress Drive and North 26°32'00" West 188.90 feet along the easterly line of Progress Drive from the Center Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 26°32'00" West 293.46 feet along the east line of Progress Drive to the south line of Alexander Street; thence North 63°28'00" East 172.79 feet along the south line of Alexander Street; thence easterly 183.20 feet along the arc of a 400.23 foot radius curve to the right, (center bears South 26°32'00" East and long chord bears 76°34'47" East 181.60 feet, with a central angle of 26°13'33") along the south line of Alexander Street; thence North 89°41'33" East 20.31 feet along the south line of Alexander Street; thence South 26°32'00" East 243.28 feet; thence South 63°28'00" West 367.88 feet to the point of beginning.

EXHIBIT B TO EASEMENT AGREEMENT

EASEMENT PARCEL

Beginning at a point on the Easterly Right of way line of Progress Drive (1920 West Street), said point being South 26°32'00" East 323.58 feet along the monument line in Progress Drive and North 63°28'.00" East 30.00 feet from a Salt Lake County Street monument in the intersection of Alexander Street and Progress Drive, said point of beginning also said to be South 00°03'10" East 245.83 feet along the quarter section line and West 1542.34 feet to the east line of Progress Drive and North 26°32'00" West 188.90 feet along the easterly line of Progress Drive from the Center of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running; thence North 63°28'00" East 102.00 feet; thence South 26°32'00" East 30.00 feet; thence South 63°28'00" West 102.00 feet to the easterly line of Progress Drive; thence North 26°32'00" West 30.00 feet along the easterly line of Progress Drive; thence North 26°32'00" West 30.00 feet along the easterly line of Progress Drive to the point of beginning.