

This Agreement, made and executed this 12<sup>th</sup> day of February, A.D. 1980, by and between SKYPARK DEVELOPMENT, a Partnership, hereinafter known as Skypark, and TEKTON, INC., a Utah Corporation, hereinafter known as Tekton.

WITNESSETH, that Whereas by Warranty Deed dated March 15, 1979, recorded March 16, 1979, as Entry No. 525563, in Book 757, Page 825 of Official Records, and by Agreement for Easements, Rights of Way, and Restrictions dated March 1, 1979, recorded March 16, 1979, as Entry No. 525564, in Book 757, Page 826 of Official Records, certain rights of way, easements, and restrictions were established for the common use of the parties thereto, which rights of way and easements included, among others, a 60 foot right of way for road purposes over and across the following described tracts of land, being 30.0 feet on each side of and parallel to the following described center lines:

Beginning on the North line of 2600 South Street, Woods Cross City, at a point 3450.11 feet South and 1695.56 feet East from the Northwest corner of Section 35, Township 2 North, Range 1 West, Salt Lake Meridian, (point of beginning) and from said point of beginning running North 1243.485 feet and East 244.0 feet to the West line of property owned by Tekton, and also from said point of beginning running North 1243.485 feet and West 970 feet to the East line of Sky Park runway, which shall hereafter be known jointly and severally as the road rights of way,

AND, WHEREAS, Skypark is the successor in interest in its entirety to the interests of Kent Truscott, & Intermountain Skypark, a Utah Limited Partnership, who were parties to the aforescribed instruments, and as such successors in interest have caused the property lying and being contiguous to the West line of the property of Tekton to be subdivided into certain lots now known as SKYPARK INDUSTRIAL PARK, a subdivision of part of Section 35, Township 2 North, Range 1 West, Salt Lake Meridian, in the City of Woods Cross, according to the official plat thereof,

AND, WHEREAS, the said road rights of way as above referred to do not coincide with the roads, taxiways, and streets which are established for joint use by the above plat of SKYPARK INDUSTRIAL PARK, and it is the desire and intent of the parties hereto that the said Road rights of way be relocated, and the above referred to Agreement for Easements, Rights of Way, and Restrictions, recorded March 16, 1979, be modified and amended as hereinafter set forth as it pertains to the said Road rights of way.

NOW, THEREFORE, for and in consideration of the premises, and of the mutual benefit of each of the parties hereto, and in further consideration of the payment of the sum of \$10.00 and other valuable consideration, by each party to the other, the receipt of which is hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

Abstracted  
 Indexed  
 Entered  
 On Margin  
 Compared

- (1) That Tekton, by its execution of this instrument, does hereby Release and Relinquish and Quit Claim any and all interest it may have acquired by virtue of the aforesaid Deed and Agreement in and to the Road rights of way therein described, and hereinabove known and described as the "Road rights of way".
- (2) In consideration for the Release and Relinquishment as set forth in (1) above by Tekton, Skypark does hereby grant and convey a Road right of way over and across those roads, public and/or private, which are shown on the plat of SKYPARK INDUSTRIAL PARK, as aforesaid, and which are intended (as shown thereby) for the use and utilization of Roads, taxiways, and/or ramp areas, and as the same may be extended from their present points of terminus to the East line of the runways of the Skypark Airport Complex.
- (3) Except as specifically set forth herein, and amended hereby, the terms, conditions, other easements, rights of way, and restrictions as contained in that certain Agreement dated March 1, 1979, recorded March 16, 1979, as Entry No. 525564, in Book 757, Page 826 of Official Records of Davis County, Utah, shall be and remain in full force and effect, unaltered, and unchanged, and shall continue to be binding on the said parties thereto, their successors and assigns.
- (4) The provisions contained herein shall be, and hereby are, made binding on the successors and assigns of the parties hereto.
- (5) Skypark agrees to have brought to Tekton Inc.'s West property line water, sewer, power and natural gas at Skypark's expense by July 30, 1980, and also by said date to have a paved roadway meeting city specifications to said property line.

WITNESS our hands the day and year above written.

TEKTON, INC., a Utah Corporation  
Including Amendment Item (5)  
BY: [Signature]  
(TED) G. E. KNOWLTON, PRESIDENT

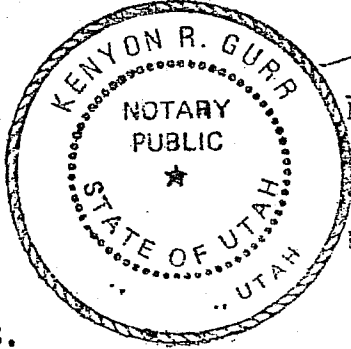
SKYPARK DEVELOPMENT, A PARTNERSHIP  
BY: [Signature]  
DAVID R. DAVIDSON, JR., PARTNER

BY: [Signature]  
KENT L. TRUSCOTT, PARTNER

BY: [Signature]  
M. LEON ROSKELLEY, PARTNER

STATE OF UTAH    §  
                  SS.  
COUNTY OF DAVIS §

On the 28 day of February, A.D. 1980, personally appeared before me DAVID R. DAVIDSON, JR., KENT L. TRUSCOTT, and M. LEON ROSKELLEY, as Partners of SKYPARK DEVELOPMENT, a Partnership, who duly acknowledged to me that they signed the within instrument as such partners, and that said Partnership executed the same.



[Signature]  
NOTARY PUBLIC  
Residing at: Bountiful, Utah  
My Com. Expires: 4/4/82

STATE OF UTAH    §  
                  SS.  
COUNTY OF SALT LAKE §

On the 12<sup>th</sup> day of February, A.D. 1980, personally appeared before me (TED) G. E. KNOWLTON, who being by me duly sworn, did say, that he is the President of Tekton, Inc., the within named corporation, that he signed the within instrument for and on behalf of said corporation by authority of a Resolution of its Board of Directors, and said (TED) G. E. KNOWLTON duly acknowledged to me that said corporation executed the same.

[Signature]  
NOTARY PUBLIC  
Residing at: Salt Lake City, ut  
My Com. Expires: 5-21-81

