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Gary W. Ott
Recorder, Salt Lake County, UT
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WHEN RECORDED RETURN TO:

Jennie B. Garner
DORSEY & WHITNEY LLP
170 South Main Street, Suite 900
Salt Lake City, Utah 84101

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("Agreement") is made to be effective as of the date recorded in the records of the Salt Lake County, Utah Recorder ("Effective Date") by and between **ROBINSON FANS WEST, INC.**, a Utah corporation ("Grantee"), and **ALLIED WASTE TRANSFER SERVICES OF UTAH, INC.**, a Utah corporation ("Grantor").

RECITALS

A. Concurrently with the execution of this Agreement, Grantee conveyed to Grantor by Special Warranty Deed certain real property located in Salt Lake County, State of Utah, pursuant to that certain Real Estate Purchase Agreement between Grantee and Grantor dated December 31, 2007. Pursuant to the Special Warranty Deed, Grantor owns the real property, which is more particularly described on Exhibit A (the "Grantor Property").

B. Grantee owns the certain real property immediately adjacent to the Grantor Property, as more particularly described on attached Exhibit B (the "Grantee Property").

C. The parties desire by this Agreement to, among other things, create and reserve an access easement across a portion of the Grantor Property for the benefit of the Grantee Property, all on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee and Grantor agree as follows:

AGREEMENTS

1. **Grant of Access Easement.** Grantor hereby grants unto Grantee, its successors and assigns, and Grantee reserves to itself, its successors and assigns, a permanent, perpetual, appurtenant, non-exclusive, approximately forty (40) foot-wide access easement on, over and across that portion of the Grantor Property, legally described on attached Exhibit C (the "Access Easement Area") upon which Grantor shall build a private roadway to be used for ingress and egress, roadway and vehicular right-of-way purposes, but not for routine parking purposes (the "Easement"). Grantor shall provide a point of access, entry and exit onto and off of the Grantee Property by way of the Access Easement Area from and to Gladiola Street. Grantor shall install a fence along the southern boundary line of the Access Easement Area adjacent to the Grantee Property and shall install a gate providing access to the Grantee Property at a point adjacent to the Grantee Property and the Access Easement Area in a location acceptable to and approved by Grantee and Grantor. Grantor shall not perform or cause to be performed any act that

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unreasonably and adversely interferes with Grantee's use of the Easement and rights granted herein; provided, however, that Grantee acknowledges and agrees that use, maintenance or repair of the Access Easement Area by Grantor or its employees, agents, contractors, subcontractors, invitees and guests shall not be deemed an adverse interference. Grantor's failure to construct the roadway improvements shall not affect, limit, impede or impair the Easement.

2. **Maintenance of Easement Area.** Grantor agrees to keep and maintain the Access Easement Area in good condition and repair, in order to permit the exercise of the rights herein granted to Grantee as well as the rights of Grantor to utilize the Access Easement Area. Grantor shall have the right to enter upon the Grantee Property immediately adjacent to the Access Easement Area for such purposes. Grantor shall not permit any accumulation of snow to unreasonably interfere with or impair Grantee's use or enjoyment of the Easement, and in connection with the foregoing obligation, Grantor shall have sole responsibility to remove snow from the Access Easement Area at Grantor's sole cost and expense. Grantor shall have the sole burden, duty, cost and responsibility to cut, trim, control and remove trees, bushes and other obstructions which may interfere with Grantee's use or enjoyment of the Easement. Prior to commencing any material maintenance or repair of the Access Easement Area, Grantor shall notify Grantee thereof and shall use commercially reasonable efforts so as to not unreasonably interfere with the use of the Access Easement Area during the maintenance or repair period. Prior to commence of the work, Grantor shall provide Grantee with an estimate of costs for maintenance and repair and the parties shall mutually determine each party's equitable share of the costs in proportion to each party's respective usage of the Access Easement Area. Grantee shall reimburse Grantor for its share of the cost for any maintenance and repair on or prior to thirty days after Grantor submits to Grantee evidence of the costs for the work. If Grantor fails to make the repairs required hereunder, Grantee shall send written notice of the need for such work to Grantor and if Grantor has not commenced to make such repairs within thirty (30) days thereafter (subject to *force majeure* events), then Grantee shall have the right to make the necessary repairs and Grantor shall be required to reimburse Grantee its share of such reasonable costs. For purposes hereof, the term "*force majeure*" shall include any strike, lockout, labor dispute, unavailability of services, labor or materials, acts of God, unusually inclement weather, unusual governmental restriction, regulation or control, enemy or hostile governmental action, civil commotion, insurrection, sabotage, fire or other casualty, or any condition beyond the control of the party required to undertake the activity. Any amounts not paid within thirty days after written demand therefor shall bear interest at the rate of fifteen percent (15%) per annum from the due date until paid in full

3. **Sale of Portion of Grantee Property.** In the event Grantee sells any portion of the Grantee Property to a third party, then such third party shall have the right to use the Access Easement Area, subject to the terms and conditions of this Agreement. Such third party shall be obligated to contribute to the expenses of the maintenance and repair of the Access Easement Area in proportion to such party's usage of the Access Easement Area. This third party's easement rights over the Access Easement Area shall be memorialized in an amendment to this Agreement by a recording in the records of Salt Lake County, Utah.

4. **Indemnification.** Each party hereto, and its successors and assigns, agrees to defend, hold harmless and indemnify the other party for, from and against all loss, cost, liability, damage or expense in any way connected with or arising out of the indemnifying party's

negligent activities and intentional malfeasance or the negligent activities and intentional malfeasance of its employees, agents, contractors, subcontractors, invitees and guests in or on the Access Easement Area.

5. **Run With The Land.** The covenants, conditions, restrictions, easements and the other provisions of this Agreement shall run with and be appurtenant to the Grantee Property and the Grantor Property, and shall be binding upon each property and owner thereof and all successors in title to same.

6. **Representations and Warranties.** Grantee and Grantor represent that each is the legal title owner of their respective properties and that the joinder of no other person is required in order to cause this Agreement to be fully binding upon their respective properties.

7. **Integration; Modification.** This Agreement, together with the Exhibits hereto, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. The provisions hereof may be abrogated, modified, rescinded or amended in whole or in part only by written instrument executed by the parties hereto and recorded with the County Recorder for Salt Lake County, Utah.

8. **Partial Invalidity.** If any provision or provisions hereof or the application thereof to any party or to any person or circumstance shall be held to be invalid, void or illegal, the remaining provisions hereof and the application of such provisions other than those as to which it is held to be invalid

9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Utah (without reference to choice of law principles). Venue and jurisdiction for any litigation arising hereunder shall be proper in the Third District Court in and for Salt Lake County, State of Utah

10. **Attorneys' Fees.** In the event that suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs, expert witness fees and other litigation expenses from the non-prevailing party.

11. **Recording.** Promptly following the execution hereof, this Agreement shall be recorded in the official records of Salt Lake County, Utah, with the cost of such recording to be borne by the Grantor.

12. **No Rights for Public.** This Agreement shall not be construed as creating any rights in the general public or as dedicating for public use any portion of the Access Easement Area. Grantor shall be entitled to prohibit use of the Access Easement Area for such reasonable periods as may be required by law to prevent a public dedication of any portion of the Grantor Property.

13. **Miscellaneous.** The waiver by Grantee, Grantor or any subsequent owner of any portion of the Grantor Property or the Grantee Property of any right hereunder shall not be

deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived. Each party agrees to execute promptly such other documents and perform such other acts as may be reasonably necessary to carry out the purpose and intent of this Agreement. All exhibits attached hereto are by this reference incorporated herein. This Agreement may be executed in two or more counterparts and each such counterpart, when taken together with all other counterparts, shall be deemed one and the same original instrument.

14. **Notices.** All notices necessary or required under this Agreement shall be in writing and shall be personally delivered, sent by overnight delivery service or mailed by certified mail, postage prepaid and return receipt requested, as follows:

If to Grantee, addressed to it at:

c/o Robinson Industries, Inc.
400 Robinson Drive
Zelienople, PA 1603
Attn: Carl E. Staible

Jennie B. Garner
DORSEY & WHITNEY LLP
170 South Main, Suite 900
Salt Lake City, Utah 84101

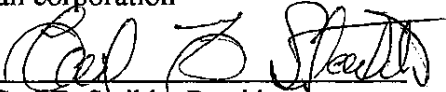
If to Grantor, addressed to it at:

c/o Allied Waste Industries, Inc.
Operations Support Center
18500 North Allied Way
Phoenix, AZ 85054
Attn: Corporate Secretary

Notice given by personal delivery, overnight delivery or certified mail shall be effective upon actual receipt. The parties may change any address to which notice is to be given by giving notice as provide above with respect to the applicable change of address.

IN WITNESS WHEREOF, Grantee and Grantor have executed this Agreement to be effective as of the Effective Date.

ROBINSON FANS WEST, INC.,
a Utah corporation

By: 
Carl E. Staible, President

**ALLIED WASTE TRANSFER SERVICES
OF UTAH, INC.,** a Utah corporation

By: _____
Its: _____

[ACKNOWLEDGEMENTS ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantee and Grantor have executed this Agreement to be effective as of the Effective Date.

ROBINSON FANS WEST, INC.,
a Utah corporation

By: _____
Carl E. Staible, President

**ALLIED WASTE TRANSFER SERVICES
OF UTAH, INC.,** a Utah corporation

By: J. White
Its: Secretary

[ACKNOWLEDGEMENTS ARE ON THE FOLLOWING PAGE]

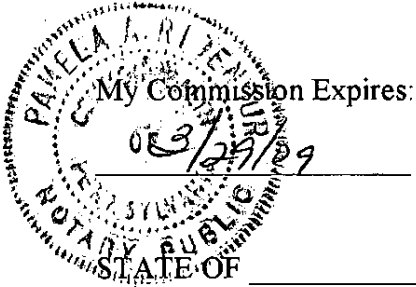
STATE OF PENNSYLVANIA

County of Somerset) ss.
)

THE FOREGOING INSTRUMENT was executed before me, the undersigned Notary Public, on the 27th day of December 2007, by Carl E. Staible, President of Robinson Fans West, Inc., a Utah corporation, for and on behalf of said corporation.

Pamela A. Ridenour
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Pamela A. Ridenour, Notary Public
Seven Springs Boro, Somerset County
My Commission Expires Mar. 29, 2009
Member, Pennsylvania Association of Notaries



STATE OF _____)
) ss.
County of _____)

THE FOREGOING INSTRUMENT was executed before me, the undersigned Notary Public, on the _____ day of _____ 2007, by _____, the _____ of Allied Waste Transfer Services of Utah, Inc., a Utah corporation, for and on behalf of said corporation.

Notary Public

My Commission Expires:

STATE OF PENNSYLVANIA

)

) ss.

County of _____)

THE FOREGOING INSTRUMENT was executed before me, the undersigned Notary Public, on the ____ day of _____ 2007, by Carl E. Staible, President of Robinson Fans West, Inc., a Utah corporation, for and on behalf of said corporation.

Notary Public

My Commission Expires:

STATE OF ARIZONA)

) ss.

County of Maricopa)

THE FOREGOING INSTRUMENT was executed before me, the undersigned Notary Public, on the 26th day of December 2007, by Jo Lynn White, the Secretary of Allied Waste Transfer Services of Utah, Inc., a Utah corporation, for and on behalf of said corporation.

Marsha K. Griep
Notary Public

My Commission Expires:

10/31/2009



MARSHA K GRIEP
Notary Public - Arizona
Maricopa County
Expires 10/31/09

EXHIBIT A

GRANTOR PROPERTY

A part of the Northeast Quarter of Section 8, Township 1 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point South 280.316 feet and West 50.418 feet from the Northeast Corner of said Section 8; said point also being North 0°04'30" West along the Gladiola Street Monument Line 1649.036 feet and North 89°55'30" East 5.20 feet and South 89°58'28" East 1181.738 feet from the Salt Lake City Monument in the intersection of Gladiola Street and 900 South Street; thence South 0°04'30" East 30.00 feet; thence North 89°58'28" West 1144.937 feet to the East right of way line of Gladiola Street; thence North 0°04'30" West along said East right of way line a distance of 30.00 feet; thence South 89°58'28" East 1144.937 feet to the point of beginning.

A part of the Northeast Quarter of Section 8, Township 1 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point South 280.316 feet and West 50.418 feet from the Northeast Corner of said Section 8; said point also being North 0°04'30" West along the Gladiola Street Monument Line 1649.036 feet and North 89°55'30" East 5.20 feet and South 89°58'28" East 1181.738 feet from the Salt Lake City Monument in the intersection of Gladiola Street and 900 South Street; thence North 89°58'28" West 1144.937 feet to the East right of way line of Gladiola Street; thence North 0°04'30" West 13.29 feet along said East right of way line to the Southwest Corner of Vista Industrial Park, Phase 1; thence North 89°57'53" East 1144.936 feet along the South Line of said Vista Industrial Park, Phase 1; thence South 0°04'30" East 14.50 feet to the point of beginning.

EXHIBIT B

GRANTEE PROPERTY

BEGINNING AT A POINT WHICH IS SOUTH 280.316 FEET AND WEST 50.418 FEET AND SOUTH 0°04'30" EAST 30.00 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT ALSO BEING NORTH 0°04'30" WEST ALONG THE GLADIOLA STREET MONUMENT LINE 1649.036 FEET AND NORTH 89°55'30" EAST 5.20 FEET AND SOUTH 89°58'28" EAST 1181.738 FEET AND SOUTH 0°04'30" EAST 30.00 FEET FROM THE SALT LAKE CITY MONUMENT IN THE INTERSECTION OF GLADIOLA STREET AND 900 SOUTH STREET; THENCE SOUTH 0°04'30" EAST 366.306 FEET; THENCE NORTH 89°57'33" WEST 1144.938 FEET TO THE EAST RIGHT OF WAY LINE OF GLADIOLA STREET; THENCE NORTH 0°04'30" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 366.001 FEET; THENCE NORTH 89°58'28" EAST 1144.937 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

ACCESS EASEMENT DESCRIPTION

A part of the Northeast Quarter of Section 8, Township 1 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point South 280.30 feet and West 365.21 feet from the Northeast Corner of said Section 8; said point also being North 0°04'30" West along the Gladiola Street Monument Line 1649.036 feet and North 89°55'30" East 5.20 feet and South 89°58'28" East 866.80 feet from the Salt Lake City Monument in the intersection of Gladiola Street and 900 South Street; thence South 0°04'30" East 30.00 feet; thence North 89°58'28" West 830.00 feet to the East right of way line of Gladiola Street; thence North 0°04'30" West along said East right of way line a distance of 43.29 feet; thence South 89°58'28" East 830.00 feet; thence South 0°04'30" East 14.17 feet to the point of beginning.