

LICENCE AGREEMENT
(Temporary)
(Duplicate Original)

THIS AGREEMENT is entered into this 7/15/2000 day of July, 2000, between EDEN HOLDING, CORP., a Utah corporation ("EDEN") and WILLIAM MICHAEL BURDETT as Successor Trustee of the William Gibbons Burdett Trust dated March 10, 1987, as to an undivided one-half (½) interest, and WILLIAM GIBBONS BURDETT as Trustee of the Bernadette Wedell Burdett Trust dated March 10, 1987, as to an undivided one-half (½) interest (collectively "BURDETT").

RECITALS:

WHEREAS, EDEN is the owner of certain real property described in detail on the "DESCRIPTION OF SERVIENT TENEMENT" attached hereto as Exhibit "A" and incorporated herein by this reference (the "Servient Tenement") situated to the north of and adjacent to the hereinafter real property owned by BURDETT and south of Binford Avenue, and

WHEREAS, BURDETT is the owner of certain real property described in detail on the "DESCRIPTION OF DOMINANT TENEMENT" attached hereto as Exhibit "B" and incorporated herein by the reference (the "Dominant Tenement") situated to the south of and adjacent to the Servient Tenement, and

WHEREAS, BURDETT is an owner of a deeded right-of-way (the "Right-of-Way") for ingress and egress over, across and along the Servient Tenement as described on the "DESCRIPTION OF DEEDED RIGHT-OF-WAY" attached hereto as Exhibit "C" and incorporated herein by this reference as though fully set forth, and

WHEREAS, EDEN claims an interest in the Right-of-Way, and

WHEREAS, EDEN desires to install and maintain fencing on the Servient Tenement for the purpose of excluding or discouraging access and parking thereupon by unauthorized persons, which fencing BURDETT believes may cause inconvenience to or otherwise restrict BURDETT'S free exercise of its rights provided for in said Right-of-Way grant, and

WHEREAS, BURDETT on certain terms and conditions specified herein is willing to allow EDEN to install and maintain its desired fencing;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. FENCING. The Servient Tenement and the Dominant Tenement are adjacent to one another along the northern border of the Dominant Tenement and it is along this common border that EDEN desires to install a portion of its fencing, which fencing will then lie along the south line of the Right-of-Way as it borders the Dominant Tenement. The fencing to be installed shall be of chain link design and approximately six (6) feet in height. BURDETT makes no representation as to whether or not said fencing as desired by EDEN will meet applicable codes, ordinances or regulations, including

01-0-0

Ogden City building codes or other of its ordinances or regulations, but EDEN hereby covenants to comply fully with any and all such codes, regulations or ordinances.

2. TEMPORARY LICENSE AND REQUIREMENTS FOR ITS CONTINUATION. BURDETT agrees to and does hereby grant to EDEN a temporary license, for the term specified herein, allowing the installation and maintenance of said fencing, as well as EDEN's fencing at other locations on the Servient Tenement that affect the free use of the Right-of-Way by BURDETT, so long as:

- a. EDEN installs and properly maintains in reasonable operating condition an unobstructed twelve foot (12') wide gate (the "Gate") allowing unimpeded vehicular and pedestrian access from the Dominant Tenement through the fencing installed or to be installed by EDEN along the Dominant Tenement's north border,
- b. EDEN installs and maintains the Gate so that it is hinged on its east end and freely swings open at least ninety degrees (90°) clockwise from its closed position, and
- c. EDEN allows and provides BURDETT unobstructed and reasonably direct access to travel by vehicle or on foot to Binford Avenue from the location of the Gate by traveling upon and across the normal and reasonable driving lanes of EDEN's parking areas located on EDEN's real property to the south of Binford Avenue and to the north of the Dominant Tenement.

3. LOCKING OF GATE. EDEN shall not have the right to place a lock upon or otherwise lock the Gate. BURDETT shall have the right to, at its own discretion, place a lock upon or otherwise lock the Gate, but shall have no obligation to do so. Nothing in this Agreement is intended or shall be construed to grant unto EDEN any right to travel across the Dominant Tenement.

4. COSTS OF INSTALLING AND MAINTAINING FENCING AND DRIVEWAYS. EDEN shall install and maintain in a reasonable condition of repair, at EDEN's sole expense, all fencing and the Gate and shall design and maintain the layout of its parking areas in a manner so as not to unreasonably impede BURDETT's reasonable travel in full sized vehicles of the aforescribed travel lanes.

5. TERM OF LICENSE, RENEWAL, AND TERMINATION. The term of the license provided for herein shall be for one (1) year beginning with the date of execution hereof, which term shall automatically renew, unless sooner terminated as set forth herein, for successive one (1) year terms until midnight on December 31, 2050, at which time this agreement shall be deemed terminated. Notwithstanding the above, this Agreement and the license granted hereby may be terminated at any time by either party giving written notice to the other. In the event this Agreement is terminated, the parties' interests in and to the use of the Right-of-Way shall revert back to the same status as existed prior to the installation of the fencing by EDEN and to this Agreement.

6. INDEMNIFICATION. EDEN hereby agrees to defend, indemnify and hold BURDETT harmless from any and all claims, suits or liabilities arising by virtue of or in connection with EDEN installing and maintaining the within described fencing or otherwise policing or restricting access to or across its properties.

E# 1723470 BK2088 PG1519

WHEREFORE, the parties hereto have executed this agreement at Ogden, Utah the day and year first above written.

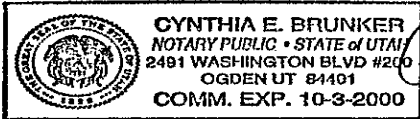
EDEN:

EDEN HOLDING CORP.

By *Kenlon W. Reeve*
Its President

STATE OF UTAH)
) ss.
County of Weber)

On this 24th day of ~~July~~ ^{August}, 2000, personally appeared before me Kenlon W. Reeve whose identity is personally known to me and who by me duly sworn did say that he is the President of Eden Holding Corp., and that said document was signed by him in behalf of said corporation by authority of its bylaws and said Kenlon W. Reeve acknowledged to me that said corporation executed the same.



Cynthia E. Brunker
NOTARY PUBLIC

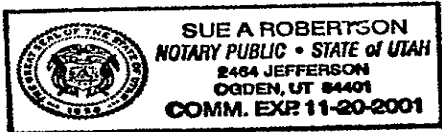
BURDETT:

William Michael Burdett
William Michael Burdett, Trustee

STATE OF UTAH)
) ss.
County of Weber)

On this 15 day of July, 2000, before me, a Notary Public in and for the State of Utah, personally appeared WILLIAM MICHAEL BURDETT in his capacity as Trustee in Trust of the William Gibbons Burdett Trust dated March 10, 1987, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for and in behalf of said trust.


Sue A. Robertson
NOTARY PUBLIC

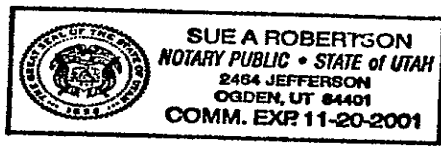


William Gibbons Burdett
William Gibbons Burdett, Trustee

STATE OF UTAH)
) ss.
County of Weber)

On this 15 day of July, 2000, before me, a Notary Public in and for the State of Utah, personally appeared WILLIAM GIBBONS BURDETT in his capacity as Trustee in Trust of the Bernadette Wedell Burdett Trust dated March 10, 1987, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for and in behalf of said trust.


NOTARY PUBLIC



E# 1723470 BK2088 PG1521

EXHIBIT "A"

DESCRIPTION OF SERVIENT TENEMENT

The Serviant Tenement includes the following parcel of real property located in Weber County, State of Utah, which is more particularly described as follows:

A PART OF LOTS 3 AND 4 IN BLOCK TWELVE (12), PLAT "A" OF OGDEN CITY SURVEY.

BEGINNING AT A POINT 125 FEET SOUTH AND 132 FEET EAST FROM THE NORTHWEST CORNER OF SAID LOT 5, AND RUNNING THENCE SOUTH 95 FEET, MORE OR LESS, TO A POINT 110 FEET NORTH FROM THE SOUTH LINE OF SAID BLOCK 12, AND RUNNING THENCE EAST 264 FEET, MORE OR LESS, TO THE EAST LINE OF SAID LOT 3; THENCE NORTH ON THE EAST LINE OF SAID LOT, 95 FEET; THENCE WEST 10 FEET, MORE OR LESS, TO A POINT 386 FEET EAST OF THE WEST LINE OF LOT 5; THENCE SOUTH 85 FEET; THENCE WEST 240 FEET; THENCE NORTH 85 FEET; THENCE WEST 14 FEET TO THE PLACE OF BEGINNING.

E# 1723470 BK2088 PG1522

LICENSE AGREEMENT

PAGE 5 OF 7

01-010-0060

EXHIBIT "B"

DESCRIPTION OF DOMINANT TENAMENT

The Dominant Tenement consists of the following parcel of real property located in Weber County, State of Utah, which is more particularly described as follows:

A part of Lots Three (3) and Four (4) in Block Twelve (12), Plat "A" Ogden City Survey: Beginning at the South-east corner of said Lot 4 and running thence West along the South line of said Lot 45 feet; thence North and parallel to Washington Avenue 110 feet; thence East and parallel to 27th Street 50.5 feet; thence South 110 feet; thence West 5.5 feet to the place of beginning.

01-010-0021

E# 1723470 BK2088 PG1523

EXHIBIT "C"

DESCRIPTION OF DEEDED RIGHT-OF-WAY

The Right-of-Way is located in Weber County, State of Utah, and is more particularly described as follows:

01-010-0060

A RIGHT OF WAY FOR INGRESS AND EGRESS OVER, ACROSS AND ALONG THE FOLLOWING DESCRIBED TRACTS OF LAND SITUATED IN WEBER COUNTY, STATE OF UTAH, TO-WIT; A PART OF LOTS 3 AND 4 IN BLOCK TWELVE (12), PLAT "A" OF OGDEN CITY SURVEY.

BEGINNING AT A POINT 125 FEET SOUTH AND 132 FEET EAST FROM THE NORTHWEST CORNER OF SAID LOT 5, AND RUNNING THENCE SOUTH 95 FEET, MORE OR LESS, TO A POINT 110 FEET NORTH FROM THE SOUTH LINE OF SAID BLOCK 12, AND RUNNING THENCE EAST 264 FEET, MORE OR LESS, TO THE EAST LINE OF SAID LOT 3; THENCE NORTH ON THE EAST LINE OF SAID LOT, 95 FEET; THENCE WEST 10 FEET, MORE OR LESS, TO A POINT 386 FEET EAST OF THE WEST LINE OF LOT 5; THENCE SOUTH 85 FEET; THENCE WEST 240 FEET; THENCE NORTH 85 FEET; THENCE WEST 14 FEET TO THE PLACE OF BEGINNING.

(Tax ID No. ~~01-010-0060~~)

E# 1723470 BK2088 PG1524