



**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT, made and executed this 4<sup>th</sup> day of November, 2002, by and between HALVOR ROOSEVELT BAILEY, LUCILLE B. BAILEY, VON ELDON BAILEY, BRADLEY HAL BAILEY FAMILY REVOCABLE TRUST (hereinafter "Trust"), LONNY HALVOR BAILEY AND NANCY ANN BAILEY AS HUSBAND AND WIFE (hereinafter "Bailey"), AND LOWE PROPERTIES, L.L.C (hereinafter "Lowe").

**RECITALS**

WHEREAS, Trust, Bailey and Lowe own property that is adjacent to each other along an existing fence line, which is more particularly described as follows:



A part of the Northwest Quarter of Section 17, Township 6 North, Range 2 East, Salt Lake Base and Meridian; beginning at a point in the center of state highway U-39 which is South 748.05 feet and East 896.64 feet from the Northwest corner of said Section 17. Thence the following course; S00°28'25"W 689.09 feet to an along a fence line to an angle point in the fence line, thence S00°34'46"E 976.66 feet along a fence line to a fence corner.

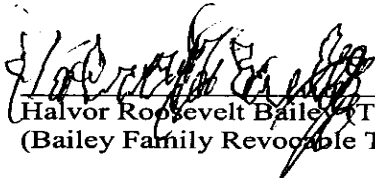
21-026-0045, 0042-ABS

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), each in hand paid to the other and for other good and valuable consideration, it is agreed as follows:

1. **Easement Grant:** Trust and Bailey do hereby convey, grant and transfer to Lowe an easement of approximately 20 feet wide running the length of the above fence for ingress, egress, access, use, repair, maintenance, and etc. regarding Lowe's property. Trust and/or Bailey may install a type of road(s) to access their parcels of property and Lowe shall have the right to use the said road(s) for the above-stated purposes. Further, should a specific road not be installed but an access way be available, Lowe shall also have the right to use the said access way for the above-stated purposes. Finally, the said road(s)/access way/etc. is anticipated to run near the above fence line. However, should it not run directly along the said fence line, Lowe shall still have the right of use regarding the road(s)/access way/etc. for the above-stated purposes.
2. **Duration:** The above easement shall continue in perpetuity unless or until it is amended in writing by the unanimous, written consent of the above parties.
3. **Binding Effect:** This Easement Agreement shall be binding upon the Trust, Bailey and Lowe, and their successors and assigns.
4. **Run With the Land:** The covenants, rights, benefits and burdens created by this Easement Agreement shall run with the land.

E# 1890830 BK2287 PG1511  
DOUG CROFTS, WEBER COUNTY RECORDER  
20-NOV-02 1153 AM FEE \$18.00 DEP JPM  
REC FOR: NANCY.ANN.BAILEY

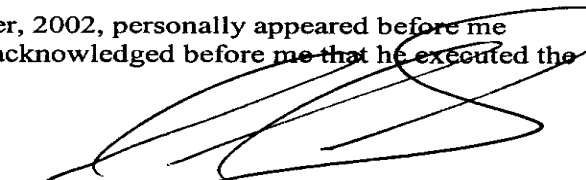
DATED this 4 day of November, 2002.

  
\_\_\_\_\_  
(Halvor Roosevelt Bailey (Trustee))  
(Bailey Family Revocable Trust)


STATE OF UTAH     )  
                              : ss.  
County of Weber    )

On the 4 day of November, 2002, personally appeared before me Halvor Roosevelt Bailey, who duly acknowledged before me that he executed the same.



  
\_\_\_\_\_  
NOTARY Signature and Seal

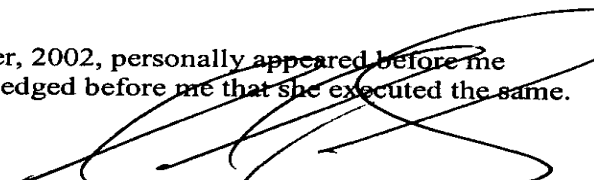
DATED this 4 day of November, 2002.

  
\_\_\_\_\_  
Lucille B. Bailey (Trustee)  
(Bailey Family Revocable Trust)

STATE OF UTAH     )  
                              : ss.  
County of Weber    )

On the 4 day of November, 2002, personally appeared before me Lucille B. Bailey, who duly acknowledged before me that she executed the same.



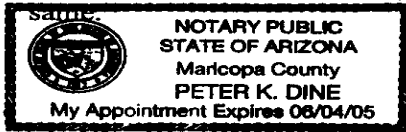
  
\_\_\_\_\_  
NOTARY Signature and Seal

DATED this \_\_\_\_ day of November, 2002.

Bradley Hal Bailey  
Bradley Hal Bailey (Trustee)  
(Bailey Family Revocable Trust)

STATE OF ARIZONA )  
: ss.  
County of Maricopa )

On the \_\_\_\_ day of November, 2002, personally appeared before me  
Bradley Hal Bailey, who duly acknowledged before me that he executed the



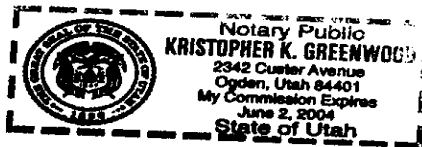
Peter K. Dine  
NOTARY Signature and Seal

DATED this 4 day of November, 2002.

Von Eldon Bailey  
Von Eldon Bailey (Trustee)  
(Bailey Family Revocable Trust)

STATE OF UTAH )  
: ss.  
County of Weber )

On the 4 day of November, 2002, personally appeared before me Von  
Eldon Bailey, who duly acknowledged before me that he executed the same.



[Signature]  
NOTARY Signature and Seal

DATED this 4 day of November, 2002.

*Lonny Halvor Bailey*  
\_\_\_\_\_  
Lonny Halvor Bailey

STATE OF UTAH     )  
                              : ss.  
County of Weber    )

On the 4 day of November, 2002, personally appeared before me  
Lonny Halvor Bailey, who duly acknowledged before me that he executed the  
same.



*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY Signature and Seal

DATED this 4 day of November, 2002.

*Nancy Ann Bailey*  
\_\_\_\_\_  
Nancy Ann Bailey

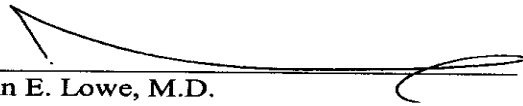
STATE OF UTAH     )  
                              : ss.  
County of Weber    )

On the 4 day of November, 2002, personally appeared before me  
Nancy Ann Bailey, who duly acknowledged before me that she executed the  
same.



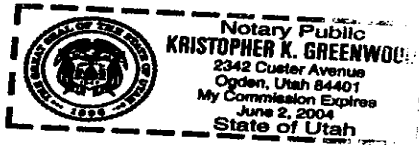
*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY Signature and Seal


DATED this 4 day of November, 2002.

  
\_\_\_\_\_  
John E. Lowe, M.D.  
Manager for Lowe Properties, L.L.C.

STATE OF UTAH    )  
                          : ss.  
County of Weber    )

On the 4 day of November, 2002, personally appeared before me John E. Lowe, M.D., who duly acknowledged before me that he executed the same.



  
\_\_\_\_\_  
NOTARY Signature and Seal