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 RICHARD T. MAUGHAN
 DAVIS COUNTY, UTAH RECORDER
 12/17/2004 10:47 AM
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 DEP RT REC'D FOR SECURITY TITLE OF
 DAVIS COUNTY

DEC 17 2004

**EASEMENT AGREEMENT
 AND GRANT OF EASEMENT**

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 02-095-0041pt

THIS EASEMENT AGREEMENT AND GRANT OF EASEMENT (the "Easement Agreement") is entered into this 17th day of December, 2004 by Pineae Greenhouses, Inc., a Utah corporation ("Pineae") and is in favor of Donald F. Gold, Donald F. Gold, as Trustee of the Donald F. Gold and Clara M. Gold Revocable Trust dated September 20, 1990, and Brian D. Gold, Mark S. Gold and John P. Gold, jointly as Trustee of the Clara M. Gold Family Trust which is a sub-trust, under the Donald F. And Clara M. Gold Revocable Trust dated September 20, 1990 (collectively "Golds"). Pineae and Golds are collectively referred to herein as the "Parties."

RECITALS

A. Pineae is the owner of certain real property operated as a greenhouse and nursery located in Centerville, Davis County, Utah more particularly described on Exhibit "A" attached hereto ("Pineae Property").

B. Golds are owners of certain residential real property commonly known as 685 North Main, Centerville, Davis County, Utah ("Golds' Property") more particularly described as follows:

Beginning a a point 298.50 feet North from the Southeast corner of Lot 3, Block B, Big Creek Plat, Centerville, Townsite Survey; and running thence West 150 feet; thence North 97 feet; thence East 150 feet; thence South 97 feet to the point of beginning.

C. For in excess of 45 years Donald F. Gold has resided in the home located on the Golds' Property, and has accessed such home and real property along, across and from a road running along the South side of the Golds' Property owned by Pineae and servicing Pineae's greenhouse and nursery operation.

D. Previously, on or about November 5, 1976, Pineae granted Donald F. Gold and Clara M. Gold (his deceased wife) an easement on and over such road for access and ingress to and egress from the Golds' Property. This Easement Agreement is intended to supercede and replace the 1976 Easement in all respects.

E. In order to provide vehicular and pedestrian access, ingress and egress to and from public roads to the Golds' Property, Pineae is willing to grant Golds a non-exclusive easement and right-of-way, as more fully set forth hereafter across a portion of the existing road running along the South side of the Gold's property from Main Street in Centerville, Utah, and to grant Golds certain water drainage easements from the Golds' Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, it is agreed and granted as follows:

ARTICLE I

GRANT OF EASEMENT

1.1 Pineae hereby grants, bargains, sells and conveys to Golds, and each of them, and their respective successors and assigns, and where applicable their heirs, beneficiaries and personal representatives and all who may subsequently have any interest in the Golds' Property, and their respective successor and assigns, a permanent, non-exclusive easement, license, right and privilege of passage, use and right of way for pedestrian and vehicular access and ingress to and egress from the Golds Property to and from public roads in Centerville, Davis County Utah and elsewhere, on, over and across a portion of Pineae's road as the same may be improved, changed or modified from time to time ("Easement Parcel"), which road and Easement Parcel is more particularly described as follows:

Beginning at a point 298.50 feet north from the Southeast corner of Lot 3, Block B, Big Creek Plat, Centerville Townsite Survey; And running thence West 150 feet; thence South 50 feet; thence East 150 feet; thence North 50 feet to the point of beginning.

The easement, right, privilege, license, and right of way transferred and conveyed hereby shall be for all types of pedestrian and vehicular traffic and uses. The non-exclusive easement, right-of-way, and privilege granted hereby shall be for the benefit of Golds and any and all owners or tenants of the Golds' Property and their respective successors and assigns and their guests and invitees.

1.2 Pineae hereby also grants, bargains, sells and conveys to Golds, and each of them and their respective successors and assigns, and where applicable their heirs, beneficiaries and personal representatives and all who may subsequently have any interest in the Golds' Property, and their respective successor and assigns, a permanent right and easement to discharge excess ground water, well water and runoff water from the Golds' Property into the north gutters of the Easement Parcel and thereafter to the gutters and storm water collection system on the Pineae Property.

1.3 Pineae hereby further grants, bargains, sells and conveys to Golds, and each of them, and their respective successors and assigns, and where applicable their heirs, beneficiaries and personal representatives and all who may subsequently have any interest in the Golds' Property, and their respective successor and assigns a permanent right of way and easement for a water drainage pipeline, not larger than four inches, to carry and discharge excess ground water, well water and runoff water from the Golds' Property and for the maintenance, operation, repair and replacement of the same. Such easement is six feet in width, running west from the Northwest corner of the Golds' Property approximately 186 feet to a point immediately adjacent

to the East wall of the existing greenhouse structure; and thence north, four feet in width, along the East wall of the existing greenhouse structure 47 feet to a storm water collection box at the northeast corner of the existing greenhouse structure and from that point into the storm water collection and drainage system and lines on the Pineae Property.

1.4 Each of the easements, rights and privileges granted or created herein are appurtenances to the Golds' Property and run with the land. None of the easements, rights or privileges granted herein may be transferred, assigned or encumbered except as an appurtenance of or to the Golds' Property or a portion thereof. Notwithstanding anything in this Easement Agreement to the contrary, the easements, rights, licenses, privileges and rights of way granted herein shall automatically terminate as to any persons benefiting thereby at such time as they no longer have any interest in the Golds' Property. The easements, rights and privileges granted hereunder, and the Golds' Property to which they are appurtenant, constitute the dominant estate and the Pineae Property identified on Exhibit "A" attached hereto burdened by such easements, rights, licenses and privileges shall constitute the servient estate.

ARTICLE II

IMPROVEMENT AND MAINTENANCE

2.1 By accepting these grants of easements, rights, privileges, licenses, and rights of way, Golds and their respective successors and assigns, covenant with Pineae and its successors and assigns, that Golds shall contribute ratably with Pineae and the adjoining property owners using the roadway over which the easement for access, ingress and egress runs for the costs of any and all materials and labor used in the repair and maintenance of such roadway.

2.2 By accepting these grants of easements, rights, privileges, licenses, and rights of way, Golds and their respective successors and assigns, covenant with Pineae and its successors and assigns, that Golds shall repair, replace if necessary, and restore, any and all landscaping, concrete or other improvements in any way damaged by the repair or replacement of the pipeline carrying and discharging excess ground water, well water and runoff water from the north side of the Golds' Property to the Pineae storm water collection system.

2.3 Pineae, and its successors and assigns, shall have no obligation to maintain the roadway over which the easement for access, ingress and egress runs, or the gutters or pipeline carrying and discharging excess ground water, well water and runoff water from the north side of the Golds' Property to the Pineae storm water collection system.

ARTICLE III

ROADWAY NOT TO BE BLOCKED/NO LIABILITY, ETC.

3.1 By accepting these grants of easements, rights, privileges, licenses, and rights of way, Golds, for themselves, the successors and assigns and where applicable their heirs and personal representatives, acknowledge that they are aware of the existing and expanding business

of Pineae and that they and their guests and invitees, through the use of such easements and rights of way, or otherwise, will not in any manner block, inhibit, or interfere with Pineae's use, or the use of any successor business or owner(s) of the Pineae Property or any portion thereof, of the roadway over which the easements and rights of way referred to in Sections 1.1 and 1.2 pertain.

3.2 Pineae, for itself and its successors and assigns, specifically reserves to itself and its successors and assigns, the right to the continued use of the roadway over which the easements and rights of way referred to in Sections 1.1 and 1.2 pertain, for any and all purposes whatsoever, together with the right to dedicate this roadway, with or without additional land, to the State of Utah, Davis County, or Centerville City as a public roadway or public thoroughfare.

3.3 By accepting these grants of easements, rights, privileges, licenses, and rights of way, Golds, for themselves, the successors and assigns and where applicable their heirs and personal representative and guests and invitees expressly agree that Pineae, or its successors and assigns, shall not have any liability for any injury or damage to any person, persons or property which injury or damage arises out of the use of the easement and right of way by Golds, their successors or assigns, or their respective guests or invitees; and Pineae hereby expressly disclaims any and all such liability.

ARTICLE IV

COVENANTS RUN WITH THE LAND

Each and all of the easements, covenants, restrictions, conditions and provisions contained in this Easement Agreement (whether affirmative or negative in nature) are made for the direct mutual benefit of Golds and Pineae, and constitute easements and covenants running with the land and will bind every person having any fee, leasehold or other interest in any portion of the Golds' Property or the Pineae Property at any time, or from time to time, to the extent that such portion is affected or bound by the covenant, restriction or provision in question or that the covenants, restrictions, conditions or provisions which are to be performed on such portion; and will inure to the benefit of the Parties and their respective successors and assigns.

ARTICLE V

NOT A PUBLIC DEDICATION

Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of any parcel to the general public or for any public purposes whatsoever. It is the intention of the Parties to this Easement Agreement that such easements will be strictly limited to and for the purpose expressed herein.

ARTICLE VI**MISCELLANEOUS PROVISIONS**

6.1 This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between Pineae or Golds or any subsequent owners of their respective properties.

6.2 Each Party shall be excused for the period of any delay in performance of any obligations hereunder when prevented by cause or causes beyond the Party's control including, but not limited to, labor disputes, civil commotion, war, governmental regulation or control, fire or other casualty, natural disasters, flood or acts of God.

6.3 Failure of a Party to insist on the performance of any provision or exercise any right hereunder shall not be construed as a waiver for the future of any such provision or right. No provision of this Agreement shall be deemed to have been waived unless such waiver be in writing signed by each other Party.

6.4 If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than to those which it is held invalid, shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.5 Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, tenants, licensees, invitees, guests, successors and assigns and run with the land.

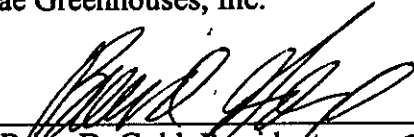
6.6 This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and there are no other terms, express or implied, not contained herein.

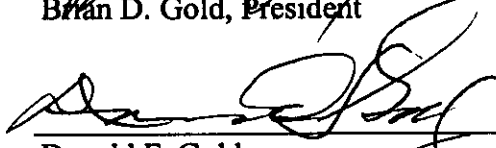
6.7 The easements, rights-of-way, covenants, restrictions and undertakings created in this Agreement, and each of them, shall be perpetual.


6.8 This Agreement shall be construed in accordance with the laws of the State of Utah.

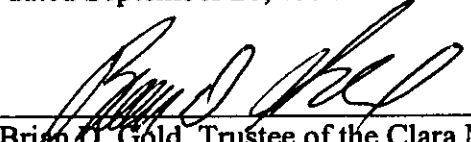
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date set opposite their respective names below.

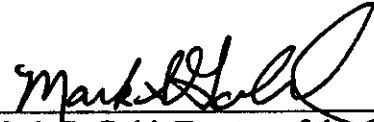
Pineae Greenhouses, Inc.


By: 
Brian D. Gold, President


Donald F. Gold


Donald F. Gold, Trustee of the Donald F. Gold and Clara M. Gold Revocable Trust dated September 20, 1990


Brian D. Gold, Trustee of the Clara M. Gold Family Trust which is a sub-trust, under the Donald F. and Clara M. Gold Revocable Trust dated September 20, 1990


Mark S. Gold, Trustee of the Clara M. Gold Family Trust which is a sub-trust, under the Donald F. and Clara M. Gold Revocable Trust dated September 20, 1990


John P. Gold, Trustee of the Clara M. Gold Family Trust which is a sub-trust, under the Donald F. and Clara M. Gold Revocable Trust dated September 20, 1990

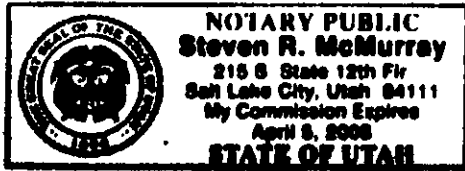
0413

STATE OF UTAH)
)ss.
COUNTY OF ~~SALT LAKE~~ *Davis*)

The foregoing instrument was acknowledged before me this 17th day of December, 2004 by Brian D. Gold in his capacity as President of Pineae Greenhouses, Inc., a Utah corporation.

Steven R. McMurray

NOTARY PUBLIC



STATE OF ~~UTAH~~ *NY*)
)ss.
COUNTY OF ~~SALT LAKE~~)
WESTCHESTER

The foregoing instrument was acknowledged before me this 15th day of DEC, 2004 by Donald F. Gold in his individual capacity.

David Garufi

NOTARY PUBLIC

DAVID GARUFI
Notary Public, State of New York
No. 01GA6110011
Qualified in Westchester County
Commission Expires May 24, 2008

0414

STATE OF NY)
)ss.
COUNTY OF WESTCHESTER)

The foregoing instrument was acknowledged before me this 15th day of Dec, 2004 by Donald F. Gold, in his capacity as Trustee of the Donald F. Gold and Clara M. Gold Revocable Trust dated September 20, 1990.

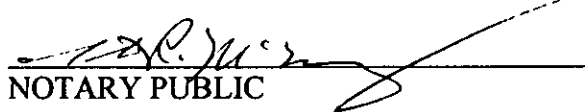
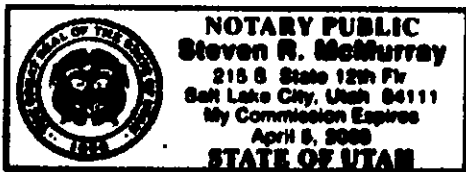


NOTARY PUBLIC

DAVID GARUFI
Notary Public, State of New York
No. 01GA6110011
Qualified in Westchester County
Commission Expires May 24, 2008

STATE OF UTAH)
)ss.
COUNTY OF ~~SALT LAKE~~ ^{DAVIS})

The foregoing instrument was acknowledged before me this 17th day of December, 2004 by Brian D. Gold, in his capacity as Trustee of the Clara M. Gold Family Trust which is a sub-trust, under the Donald F. and Clara M. Gold Revocable Trust dated September 20, 1990, who duly acknowledged to me that he executed the same in such capacity.


NOTARY PUBLIC

