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WHEN RECORDED RETURN TO:
Greg R. Nielsen, Esq.
Snell & Wilmer
111 East Broadway, Suite 900
Salt Lake City, Utah 84111

6232115
12/08/95 4:14 PM 19-00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
REC BY:R SILVA DEPUTY - WI

6232115
EASEMENT AND DISCLAIMER AGREEMENT

THIS EASEMENT AND DISCLAIMER AGREEMENT (the "Agreement") is entered into as of December 5, 1995, by and between NORTHWEST PROPERTIES, a Utah general partnership ("Northwest"), and NEPTUNE PROPERTIES, L.C., a Utah limited liability company ("Neptune").

RECITALS:

A. Northwest is the owner of the real property in Salt Lake County, Utah, described as follows (the "Northwest Property"):

Beginning at the northeast corner of Lot 8, Block 137, Plat "A", Salt Lake City Survey, and running thence west 18.76 rods (309.54'), thence south ten rods (165'), thence east 18.76 rods (309.54'), thence north 10 rods (165') to the place of beginning.

B. Neptune is the owner of the real property in Salt Lake County, Utah, described as follows (the "Neptune Property"):

Beginning at the southeast corner of Lot 1, Block 137, Plat "A", Salt Lake City Survey, and running thence west 13.76 rods, thence north ten rods, thence east 13.76 rods, thence south 10 rods to the place of beginning.

C. At some time in the past, an improvement consisting of a common enclosed passageway (the "Passageway") was constructed between the building currently located on the Northwest Property (the "Northwest Building") and the building located on the Neptune Property (the "Neptune Building"). The Passageway is no longer being used as a common passageway and has been sealed where it connected to the Neptune Building in order to prevent access to the Passageway from the Neptune Building. As used herein, the Passageway does not include the real property upon which it is constructed. Currently the Passageway is being used as a storage area by the owners and occupants of the Northwest Building.

D. A portion of the Passageway may encroach onto the Neptune Property, and the parties wish, in this Agreement, to set forth their rights and obligations with respect to the Passageway and the possible encroachment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Northwest and Neptune agree as follows:

1. Grant of Easement; Use. Neptune hereby grants to Northwest an easement over and upon that portion of the Neptune Property on which any portion of the Passageway currently exists, such

easement to include the right to use, maintain, and repair the Passageway and to continue the existing connection of the Passageway to the Northwest Building. Northwest may use the Passageway for storage and other uses incidental to the uses of the Northwest Building; provided, however, that in no event will Northwest store or permit storage in the Passageway of flammable liquids, fuels or Hazardous Materials, as the same are defined in applicable Federal or Utah environmental rules and regulations, and will indemnify and hold Neptune harmless from all losses resulting to Neptune from any such storage in violation of this provision.

2. Termination of Easement. At such time as the Passageway no longer exists, the easement granted pursuant to this Agreement shall automatically terminate. In addition, Neptune has the absolute right, in connection with any repair, reconstruction, or replacement of the Neptune Building, to make such repairs, reconstruction, and replacements up to the full extent of the Neptune Property boundary, and, in connection therewith, may remove and secure, at its expense, any portion of the Passageway then existing on the Neptune Property. Neptune agrees to give Northwest at least 90 days prior written notice of any such proposed action, and Neptune agrees to cooperate with Northwest during the period of such repairs, reconstruction, or replacement to prevent access to the Northwest Building through the Passageway. In connection with any such action or otherwise, Neptune, at its expense, may permanently seal and close the Passageway, provided that the remainder of the Passageway is left in a secure and weatherproof condition.

3. Disclaimer of Right to Use. Neptune disclaims any and all right, title, or interest in or to the Passageway and agrees that neither Neptune nor any of its members, managers, employees, agents, tenants, successors or assigns has any right of use of or access through the Passageway. Except as permitted by Paragraph 2 above, Neptune agrees not to alter the Northwest Building or the Passageway in any way that would permit access from the Neptune Building through the Passageway to the Northwest Building.

4. Rights Run With the Land. The rights granted in this Agreement shall run with the land and are binding on Northwest and Neptune and all successive owners and occupants of the Northwest Property and the Neptune Property.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter in this Agreement. Any prior or contemporaneous agreements, written or oral, are superseded by and merged into this Agreement.

IN WITNESS WHEREOF, Northwest and Neptune have executed this Agreement as of the day and year first above written.

NORTHWEST:

NORTHWEST PROPERTIES,
a Utah general partnership

By Melvin J. Hiller
Melvin J. Hiller, Partner

By Merrill Lyn Hiller
Merrill Lyn Hiller, Partner

By Karl J. Hiller
Karl J. Hiller, Partner

By Debbie C. Hiller
Debbie C. Hiller, Partner

By Annie O. Hiller
Annie O. Hiller, Partner

NEPTUNE:

NEPTUNE PROPERTIES, L.C.,
a Utah limited liability company

By Donald P. Tilly
Its MANAGER

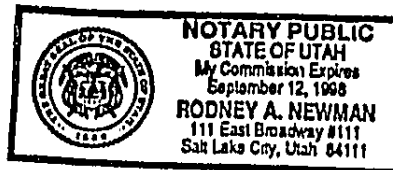
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7th day of December, 1995, by MELVIN J. HILLER, partner, on behalf of Northwest Properties, a Utah general partnership.

My Commission Expires:



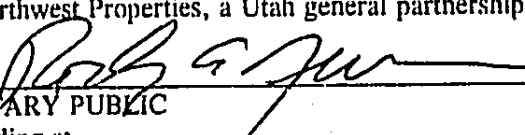
NOTARY PUBLIC
Residing at _____



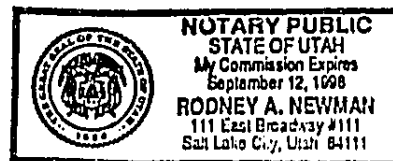
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7th day of December, 1995, by MERRILL LYN HILLER, partner, on behalf of Northwest Properties, a Utah general partnership.

My Commission Expires:



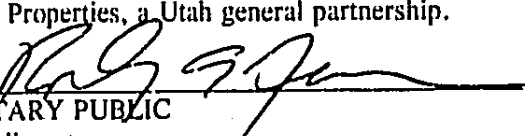
NOTARY PUBLIC
Residing at _____



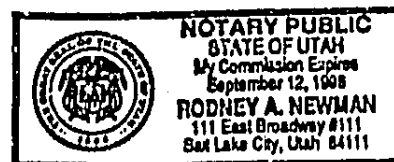
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7th day of December, 1995, by KARL J. HILLER, partner, on behalf of Northwest Properties, a Utah general partnership.

My Commission Expires:



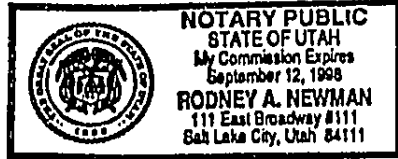
NOTARY PUBLIC
Residing at _____



STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7th day of December, 1995, by DEBBIE C. HILLER, partner, on behalf of Northwest Properties, a Utah general partnership.

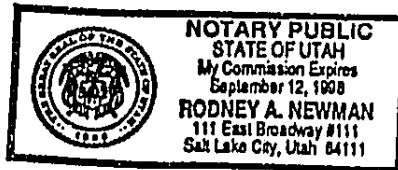
My Commission Expires: _____
NOTARY PUBLIC [Signature]
Residing at _____



STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7th day of December, 1995, by ANNIE O. HILLER, partner, on behalf of Northwest Properties, a Utah general partnership.

My Commission Expires: _____
NOTARY PUBLIC [Signature]
Residing at _____



STATE OF UTAH)
 : SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 6 day of December, 1995, by Derald A. Tilley, the Manager of NEPTUNE PROPERTIES, L.C., a Utah limited liability company.

My Commission Expires: 7/20/99
NOTARY PUBLIC [Signature]
Residing at Farmington, Utah

