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Book - 8557 Pg - 3319-3330
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ASPHALT MATERIALS
PO BOX 5
WEST JORDAN UT 84084
BY: SLH, DEPUTY - WI 12 P.

EASEMENT AGREEMENT

AMI Associates, L.C., a/k/a A.M.I. Associates, a Utah limited liability company ("AMI"), and James P. Mark and Lorene M. Mark, his wife (collectively the "Marks"), enter into this Easement Agreement ("Agreement") this 23 day of January, 2002.

OPERATIVE FACTS

A. The Marks presently own a strip of property measuring approximately 25 feet in width (the "25-Foot Strip") running through AMI's property and connecting the northwest corner of the Marks' property with 1300 West Street in West Jordan, Salt Lake County, Utah, as more fully described in the Quit Claim Deed between John J. Trane and Donna M. Trane, as Grantors, and the Marks, as Grantees, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference. The Marks shall continue to own the 25-Foot Strip subject to the terms and conditions of this Agreement. No party other than the Marks and AMI presently have any ownership and/or use rights or interests in the 25-Foot Strip.

B. The 25-Foot Strip is used by the Marks for access to their property as described on Exhibit "A" hereto, and also by AMI for access to its property located along both the southern and northern boundaries of the 25-Foot Strip, and to the east thereof.

C. By this Agreement, AMI and the Marks desire to expand the width of the right-of-way along the 25-Foot Strip to 50 feet in order to enable them and/or their successors to develop their respective properties in the future and to comply with applicable

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governmental ordinances and requirements relating to rights-of-way and roads in connection with such development.

AGREEMENT OF PARTIES

In consideration of the above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AMI and the Marks agree as follows:

1. Conveyance. In order to increase the width of the 25-Foot Strip to a 50-foot right-of-way, but only along its entire distance from the northwest corner of the Marks' property to 1300 West Street, the parties agree as follows:

(a) AMI hereby quitclaims to AMI and the Marks an additional right-of-way and easement, for ingress and egress to and from the respective properties of the parties in perpetuity, over, across and along the northern 25 feet of the following described property located in Salt Lake County, State of Utah:

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Beginning at a point North 0°02'15" West 16.50 feet along the Section Line (Basis of Bearing) from the West Quarter Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°56'34" East 1207.00 feet parallel with the East-West Quarter Section line to the approximate center of the North Jordan Canal; thence along said North Jordan Canal North 14°00'00" West 90.65 feet and North 14°00'00" East 210.80 feet and North 15°00'00" East 160.60 feet and North 5°40'00" East 109.30 feet and North 16°13'00" East 164.00 feet and North 20°00'00" East 144.75; thence South 89°56'41" West 69.14 feet to the West line of Lot 3 of said Section 35; thence North 0°04'30" West 41.00 feet along said West line of Lot 3; thence South 89°56'41" West 1315.12 feet to the West line of said

Section 35; thence South 0°02'15" East 890.75 feet along said Section line to the point of BEGINNING.

(b) The Marks hereby quitclaim to AMI and the Marks in perpetuity, a 25-foot right-of-way and easement over and across the 25-Foot Strip, for ingress and egress to and from the respective properties of the parties in perpetuity, from the northwest corner of the Marks' property to 1300 West Street, as more fully described in Exhibit "A" hereto. For all purposes of this conveyance, the 50-foot right-of-way shall extend only to the west side of the North Jordan Canal.

(c) It is intended and understood by the parties hereto that the conveyances referred to in subparagraphs (a) and (b) of this paragraph 1 are for the purpose of expanding the right-of-way over the 25-Foot Strip to a 50-foot right-of-way for the benefit of the properties of both parties, and that the 50-foot right-of-way granted herein shall be for purposes of ingress and egress to and from those properties, now and in the future, and for all purposes necessary and incident to the exercise by AMI and the Marks of their right to gain access to their respective properties consistent with all governmental requirements.

(d) Notwithstanding the above, neither AMI nor its agents, contractors, customers or any company for hire by AMI shall use the right-of-way across the 25-Foot Strip or the 50-foot right-of-way for the trucking or transporting of materials in or out of AMI's property for the production of or the recycling of road surfacing materials, i.e., gravel, sand, asphalt, concrete, etc.

(e) Prior to development of the Marks property or AMI property, no vehicle over 40,000 lbs. registered GVW shall enter the 25-Foot Strip without signed written permission from the Marks or their successors.

(f) The right-of-way across the 25-Foot Strip shall remain 25 feet in width until such time as the property of the Marks or AMI is developed and a 50-foot road is required for such development.

2. Cooperation. In order to provide for the orderly and optimum development of AMI's and the Marks' respective properties in the future, the parties agree that:

(a) Neither the Marks nor AMI shall commence construction of improvements on or within the 50-foot right-of-way without the consent of the other party, which consent shall not be unreasonably withheld;

(b) The Marks and AMI, for the benefit of both parties, shall reasonably cooperate and work with each other, and sign all documents as may be reasonably necessary or required to comply with all applicable municipal, county, and other governmental ordinances and requirements in connection with the development of the Marks or AMI property; and

(c) To the extent required by West Jordan City, Salt Lake County, or other applicable governmental entity, the parties further agree to dedicate the total 50-foot right-of-way as a public road for ingress to and egress from their properties in connection with the development of the Marks or AMI property.

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3. Binding Effect. This Agreement shall run with the land and be binding upon and inure to the benefit of AMI and the Marks, and their respective successors, heirs and assigns.

4. Arbitration. In the event of any dispute under this Agreement, the parties agree to submit such dispute to arbitration in accordance with the Rules of the American Arbitration Association.

IN WITNESS WHEREOF, this Easement Agreement is executed on the date written above.

AMI Associates, L.C.

By *Harvey Hansen*
Its Managing Member

James P. Mark by Lorene M. Mark
James P. Mark, by Lorene M. Mark,
Attorney-In-Fact

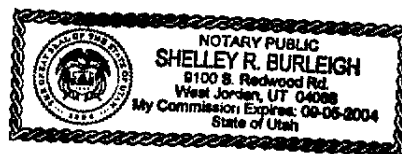
Lorene M. Mark
Lorene M. Mark

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

The foregoing instrument was acknowledged before me this 23 day of January, 2002, by Harvey Hansen, a Managing Member of AMI Associates, L.C.

Shelley R. Burleigh
NOTARY PUBLIC
Residing at Salt Lake

SEAL:



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

The foregoing instrument was acknowledged before me this 23 day of January, 2002, by Lorene M. Mark, by a Power-of-Attorney, from James P. Mark, a true and complete copy of which is attached hereto as Exhibit "B," who duly acknowledged to me that she executed this Eastment Agreement as attorney-in-fact for James P. Mark pursuant to said Power-of-Attorney.

Shelley R. Burleigh
NOTARY PUBLIC
Residing at Salt Lake

SEAL:

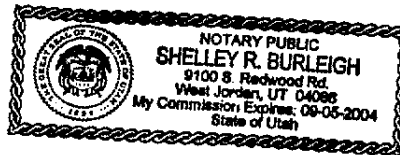


STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 23 day of January, 2002, by Lorene M. Mark, a signer of that instrument.

Shelley R. Burleigh
NOTARY PUBLIC
Residing at Salt Lake

SEAL:



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Rex Madsen

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, JAMES P. MARK, a resident of Salt Lake County, State of Utah, do hereby nominate, constitute and appoint LORENE M. MARK, a resident of Salt Lake County, State of Utah, my true and lawful attorney in fact, for me and in my name, place and stead, and for my use and benefit,

To ask, demand, sue for, recover, collect and receive all such sums of money, debts, dues, accounts, legacies, bequests, interest, dividends, annuities, employee benefits, insurance benefits, and demands whatsoever as are now or shall hereafter become due, owing, payable, or belonging to me and have, use, and take all lawful ways and means in my name or otherwise for the recovery thereof, by attachments, arrests, distress, or otherwise, and to compromise and agree for the same and give acquittances or other sufficient discharges and releases;

For me and in my name, to make, execute, and deliver, to bargain, contract, agree for, purchase, receive, and take lands, and all or any interest in property, and accept the possession of all lands, and all or any interest in property, and all deeds and other assurances, in the law therefor, and to lease, let, demise, bargain, sell, release, convey, mortgage, and hypothecate lands, and all or any interest in property upon such terms and conditions and under such covenants as said attorney shall think fit;

Also to bargain and agree for, buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares, and merchandise, choses in action, and other property in possession or in action, and to make, do, and transact all and every kind of business of whatsoever nature and kind;

And also for me and in my name, and as my act and deed, to sign, seal, execute, deliver and acknowledge such deeds, leases, mortgages, hypothecations, bills, bonds, notes, receipts, evidence of debt (including any of such issued by the United States government), releases and satisfaction of mortgage, judgments and other debts, and such other instruments in writing of whatsoever kind and nature as may be necessary or proper in the premises;

And also to make withdrawals from or deposits to any bank account or savings or loan account or other cash account in my name; and to enter and have free access to any safe deposit box in

EXHIBIT "B"

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my name for the purpose of adding property thereto or removing property therefrom;

To make, execute, deliver and file federal, state and local income tax and other returns and documents, consents, waivers, claims for abatement, refund or credit, closing agreements and other documents of every kind relating to such taxes, and to prosecute and settle claims for abatement, refund or credit and to do all things in connection with such taxes as fully as I could do myself and to appear for me and to represent me before the Treasury Department and other tax authorities in connection with any matter involving such taxes, with full power to do anything whatsoever in connection therewith, including full power of substitution and revocation; and to

Vote any and all shares of stock of any and all corporations which I may now or at any time hereafter own or be possessed of; to sell, transfer, exchange, pledge as security or otherwise dispose of said shares of stock and all bonds and other securities of all kinds and any and all of them, at such price or prices and on such terms and conditions as to my said attorney may seem wise, expedient and proper; to give such proxies and such powers of attorney and to enter into reorganization, deposit and other agreements of all kinds, in connection with such shares of stock, bonds, securities and any of them, and to exercise all rights, privileges and powers arising out of or relating to any such shares of stock, bonds and securities as my said attorney may seem wise and proper;

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To transfer any assets in which I may have an interest to any trust or trusts which I have established during my lifetime;

To select various payment options under any retirement plan in which I participate, including plans for self-employed individuals, make beneficiary designations under such plans and change any existing beneficiary designations, make voluntary contributions to such plans, make so called "rollovers" of plan benefits into other retirement plans, borrow from such plans if authorized by the plan, and sell assets to or purchase assets from the plan if authorized by the plan;

To disclaim all or any part of any interest to which I might be entitled from the estate of any person or from any other source

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after taking all factors into consideration, including, but not limited to, whether the effect of such disclaimer would likely be to have the disclaimed interest taxed for death tax purposes at lower rates than such interest would be taxed in my estate and whether the disclaimed interest passes to the same beneficiaries and in the same proportions as it would likely pass upon my death if such interest is not disclaimed by me; and to

Make gifts of cash or property, or the income therefrom, in trust or outright, to family members, but not in excess of the gift tax annual exclusion, and the amount protected by the unified gift and estate tax credit, and to charitable organizations in the absolute discretion of my said attorney, but in no event inconsistent with my charitable gift giving practices.

Giving and granting unto my said attorney in fact full power and authority to do and perform every act, whether hereinabove expressly described or not, for and on my behalf which said attorney in said attorney's sole discretion shall deem necessary, proper or expedient, as fully as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue hereof; provided, however, that my said attorney shall have no power or authority to exercise any powers granted to the trustee pursuant to an irrevocable trust agreement of which my said attorney is the trustor and I am the trustee or to exercise any incidents of ownership over any policy or policies of life insurance insuring the life of my said attorney and of which I am the owner.

This power of attorney shall become effective as of the date hereof and shall not be affected by any period of disability or incapacity of the principal; and any action taken in good faith pursuant to the foregoing authority without actual knowledge of my death shall be binding upon me, my heirs, assigns and personal representatives.

All persons dealing with my said attorney, or said attorney's substitute or substitutes in writing appointed by said attorney, may rely on a photostatic copy hereof and on a photostatic copy of such appointment of substitute without requiring the production of the original instrument.

For the purpose of inducing any bank, broker, custodian, insurer, lender, transfer agent, tax authority, governmental agency, physician, hospital or other party to act in accordance with the powers granted in this document, I hereby represent, warrant and agree that: (a) if this document is revoked or amended for any reason, I, my estate, my heirs, successors and assigns will hold such party or parties harmless from any loss suffered or liability incurred by such party or parties in acting in accordance with this document prior to that party's receipt of written notice of any such termination or amendment; (b) no person who relies upon any representation made by my attorney in fact regarding (i) the fact that the powers of said attorney in fact are then in effect, (ii) the scope of authority of my attorney in fact under this document, (iii) the fact that this document has not been revoked, or (iv) the fact that my attorney in fact continues to serve in such capacity, shall incur any liability to me, my estate, my heirs, successors or assigns for permitting my attorney in fact to exercise any power granted to him or her, nor shall any person who deals with my attorney in fact be responsible to determine or insure the proper application of funds or property; (c) my attorney in fact may sue a third party who fails to comply with actions I have authorized my attorney in fact to take and demand damages, including punitive damages, on my behalf for such noncompliance.

Guardian. I further make, constitute and appoint said attorney in fact as my true and lawful attorney in fact for me and in my name, place and stead, and on my behalf to give any consents or approvals that may be necessary to enable me, during any period of incompetency, to receive medical or other professional care, counsel, treatment, or service.

I further appoint said person as guardian of my person for any period for which I am incompetent for the purpose of giving any consents or approvals that may be necessary to enable me to receive medical or other professional care, counsel, treatment, or service.

I grant to said guardian and attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said guardian and attorney in fact shall

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