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**EASEMENT & CULVERT AGREEMENT 9657331**

**WHEN RECORDED MAIL TO:**

Paul C. Drecksel, Esq.  
PARR WADDOUPS BROWN GEE & LOVELESS  
185 South State Street, Suite 1300  
Salt Lake City, Utah 84111

03/09/2006 09:12 AM \$31.00  
Book - 9264 Pg - 5103-5112  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
PARR WADDOUPS BROWN GEE &  
185 S STATE #1300 LOVELESS  
SLC UT 84111-1536  
BY: ZJM, DEPUTY - WI 10 P.

THIS EASEMENT & CULVERT AGREEMENT (this "Easement Agreement") is entered into and granted by and among (a) Michael Carlson, an individual ("Carlson"); (b) MSL Enterprises, LLC, a Utah limited liability company ("MSL"); (c) Sandra Goldberg and Stanley Goldberg, in each of their capacities as individuals and as Trustees of The Rose Trust d/b/a Bluffdale Flower Growers ("Bluffdale Roses"); and (d) Steven R. Davis, an individual ("Davis"). Carlson, MSL, Bluffdale Roses and Davis are referred to collectively herein as the "Parties," and each is a "Party" to this Easement Agreement. MSL, Bluffdale Roses and Davis are individually and collectively referred to herein as "MBRD."

Each Party owns real property adjacent to and North of 14600 South in Bluffdale, Utah. Bluffdale Roses' property (the "BR Property") is located the farthest East of the Parties' properties, and is more particularly described on Exhibit "1" to this Easement Agreement. MSL's property (the "MSL Property") is adjacent and immediately west of the BR Property, and is more particularly described on Exhibit "1" to this Easement Agreement. Carlson's property (the "Carlson Property") is adjacent and immediately west of the MSL Property, and is more particularly described on Exhibit "1" to this Easement Agreement. Davis' property (the "Davis Property") is adjacent and immediately west of the Carlson Property, and is more particularly described on Exhibit

"1" to this Easement Agreement. The BR Property, the MSL Property, and the Davis Property hereafter are referred to collectively as the "**MBRD Property.**" The BR Property, the MSL Property, the Carlson Property, and the Davis Property are collectively referred to herein as the "**Properties.**" The property owned by each Party as identified on Exhibit "1" is referred to as that "**Party's Property.**"

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows.

1. Each Party grants MBRD a fifteen (15) foot wide temporary construction easement (the "**Temporary Easement**") to construct and bury a fully enclosed, concrete culvert (the "**Culvert**") in order to convey water from the BR Property to the Davis Property, and each Party grants Bluffdale Roses and Davis a permanent, five (5) foot wide, non-exclusive permanent easement (the "**Permanent Easement**") across that Party's Property that is centered above the Culvert for the operation, maintenance, and repair of the Culvert, including, without limitation, the flow of water through the Culvert (the Temporary Easement and the Permanent Easement are collectively referred to herein as the "**Culvert Easement**"). Bluffdale Roses and Davis shall be solely responsible for operating, repairing and maintaining the Culvert, and shall not permit any actions that place a greater burden on any Party's Property than the burden placed thereon by the original Culvert. The northernmost boundary line of the fifteen (15) foot wide, Temporary Easement granted herein shall be located parallel to and four (4) feet south of the northern boundary line of the MSL Property. The property on and through which the five (5) foot wide Permanent Easement is located shall be referred to herein as the "**Permanent Easement Property.**" To the extent that there is any discrepancy between

the location of the Permanent Easement Property as described above and the actual location of the five (5) foot wide strip of property centered above the Culvert, the latter location shall be considered the Permanent Easement Property.

No party other than Bluffdale Roses, or its assigns, may introduce water into the Culvert. The Culvert is for the express purpose of conveying water from the natural springs and the geothermal discharge from Bluffdale Roses. This water must be free of any and all pollutants or chemicals.

2. Each Party grants Bluffdale Roses and Davis a permanent right-of-way in, on, over, across and through the Permanent Easement Property for such access as is reasonably required to maintain and repair the Culvert. To ensure that Bluffdale Roses and Davis may access the Permanent Easement and the Culvert, each Party agrees that any building constructed South of the Permanent Easement will be at least ten (10) feet away from any building located North of the Permanent Easement. In connection therewith, Bluffdale Roses and/or Davis may request permission to temporarily access and cross such additional property, if necessary, for vehicular or mechanical maintenance and repairs of the Culvert. Each Party agrees that it shall not unreasonably withhold or delay its approval of any such requests. To the extent that Bluffdale Roses or Davis damage the Permanent Easement Property or any other real or personal property in connection with exercising these rights, they shall restore such property to the condition it was in prior to such damage.

3. No Party shall build, install, allow or otherwise place upon the Permanent Easement Property any permanent building or other structure. Notwithstanding anything to the contrary herein, however, each Party may cross or cover the Permanent Easement

Property located on that Party's property with sidewalks, curbs and gutters, asphalt roadways, driveways, or other similar improvements. To the extent that the operation or maintenance of the Culvert results in any damage to such improvements, Bluffdale Roses and Davis shall repair such damage at their sole expense. To the extent that Carlson or MSL take any action not permitted by this Easement Agreement that causes damage to the Culvert, the Party causing such damage shall repair such damage at his / its sole expense.

4. No Party shall have the right to grant additional easements, licenses, or right-of-ways within the Permanent Easement Property, except that each Party may grant easements, licenses or right-of-ways that are located on that Party's Property, including, without limitation, within the portion of the Permanent Easement Property located on that Party's Property. Each Party shall have the right to cross and parallel the Culvert with other utilities on that Party's Property.

5. MBRD, for itself and its successors and assigns, hereby agrees that it will indemnify and forever hold harmless Carlson and his successors and assigns from and against any loss or damage caused to Carlson or his real or personal property, and against the claims of any person or entity for damage to property, real or personal, and claims related to the death or injury of persons, but only to the extent that such loss, damage, claim, injury, or death results after the execution of this agreement from: (a) the operation, maintenance, repair, or removal of the Culvert, or (b) that otherwise results in connection with the exercise by MBRD or its successors or assigns of any rights granted under this Easement Agreement.

6. The terms, conditions, and provisions of this Easement Agreement shall



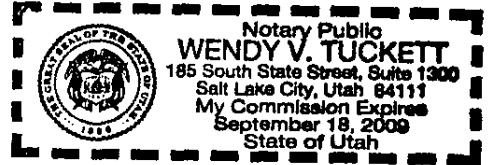
is the Member/Manager of MSL Enterprises, LLC.

Wendy V. Tuckett, Notary Public

SANDRA GOLDBERG, in her capacities as an individual  
and as a Trustee of The Rose Trust d/b/a Bluffdale Flower Growers

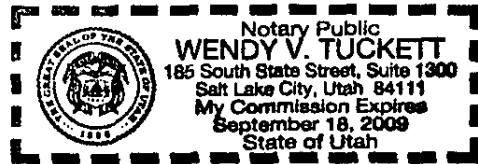
Sandra Goldberg, Trustee  
Dated: Nov-17-05

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



The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of November, 2005, by Sandra Goldberg, as an individual and as Trustee of The Rose Trust d/b/a Bluffdale Flower Growers.

Wendy V. Tuckett  
NOTARY PUBLIC



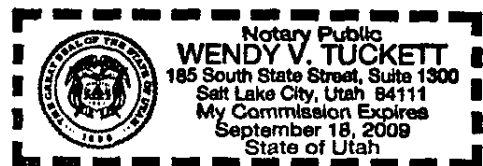
STANLEY GOLDBERG, in his capacities as an individual  
and as a Trustee of The Rose Trust d/b/a Bluffdale Flower Growers

Stanley Goldberg  
Dated: 11-17-05  
402 4124092


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

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of November, 2005, by Stanley Goldberg, as an individual and as Trustee of The Rose Trust d/b/a Bluffdale Flower Growers.

Wendy V. Tuckett  
NOTARY PUBLIC



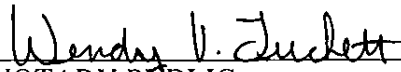
STEVEN R. DAVIS,  
an individual

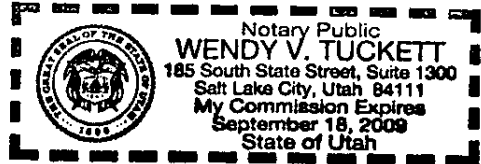


Dated: Nov - 17 - 05  
UBL 2824735

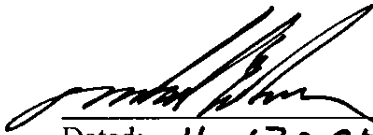
STATE OF UTAH            )  
                                      : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me by Steven R. Davis this  
17<sup>th</sup> day of November, 2005.

  
NOTARY PUBLIC



MICHAEL CARLSON,  
an individual

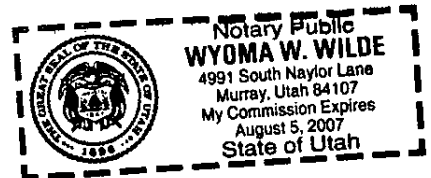


Dated: 11-17-05

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

The foregoing instrument was acknowledged before me by Michael Carlson this  
17<sup>th</sup> day of November, 2005.

  
NOTARY PUBLIC



**EXHIBIT "1" TO EASEMENT AND CULVERT AGREEMENT  
[Legal Descriptions of Properties Burdened by Easement]**



Bluffdale Roses Property:

Located in Salt Lake County, State of Utah, more particularly described as follows:

BEG S 89°23'39" E 1280.65 FT & N 0°41'18" E 276.45 FT FR W¼ COR SEC 12, T 4S, R 1W SLM; N 0°34'36" E 1047.49 FT; N 89°35'19" W 772.53 FT M OR L; S 0°34'36" W 1289.91 FT M OR L; S 89°23'39" E 182.66 FT; N 0°19'25" E 1.45 FT; S 89°40'14" E 417.1 FT; N 39°48'04" E 5.95 FT; S 89°40'14" E 85.5 FT; S 39°48'04" W 5.95 FT; S 89°40'14" E 137.29 FT; N 0°34'36" E 277.04 FT; S 85°25'51" W 50.21 FT TO BEG. 23.04 AC M OR L.

MSL Property:

Located in Salt Lake County, State of Utah, more particularly described as follows:

Beginning at a point which is South 89°55'52" East 508.12 feet from the West quarter corner of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence North 0°12'14" East 598.99 feet; thence North 89°55'55" West 363.61 feet; thence South 0°12'17" West 599.01 feet (598.985 feet by survey); thence South 89°55'52" East 363.61 feet (363.619 feet by survey) to the point of beginning.

Tax ID Number: 33-12-100-011-0000

Carlson Property:

Located in Salt Lake County, State of Utah, more particularly described as follows:

BEG AT W ¼ COR OF SEC 12, T 4S, R 1W, SLM; S 89°55'52" E 144.51 FT; N 0°12'17" E 599.01 FT; S 89°55'52" E 48.82 FT M OR L; N 720 FT; N 89°35'19" W 195.45 FT; S 333.58 FT OR L; S 79°23'07" E 6.86 FT M OR L; S 0°23'30" W 163.99 FT; E 50 FT; S 235.41 FT; S 74°15' W 57.79 FT M OR L; S 570.25 FT M OR L TO BEG. 4.90 AC M OR L.

Davis Property:

Located in Salt Lake County, State of Utah, more particularly described as follows:

Beginning at a Point which is WEST along the Section Line 845.68 feet and NORTH 00°08'00" EAST 381.64 feet from the East Quarter corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence NORTH 00°08'00" EAST 496.62 feet; thence NORTH 79°05'37" EAST 713.16 feet; thence SOUTH 79°23'07" EAST 152.71 feet; thence SOUTH 00°23'30" WEST 163.99 feet; thence EAST 50.00 feet; thence SOUTH 235.41 feet; thence SOUTH 74°15'00" WEST 751.67 feet; thence WEST 176.96 feet to the Point of Beginning: Contains 10.00 Acres.