

CROSS EASEMENT GRANT  
AND MAINTENANCE AGREEMENT

THIS CROSS EASEMENT GRANT AND MAINTENANCE AGREEMENT (hereinafter the "Agreement") is made and entered into effective as of the 1<sup>st</sup> day of January, 2001, by, between, and among **EsNET PROPERTIES, L.C.**, a Utah limited liability company (hereinafter "EsNet"), **TERRANET INVESTMENTS NO. 2, L.C.**, a Utah limited liability company (hereinafter "TerraNet"), **RIVERWOODS RESEARCH AND BUSINESS PARK OWNERS ASSOCIATION**, a Utah nonprofit corporation (hereinafter the "Research Park Association"), and **RIVERWOODS COMMERCIAL PARK OWNERS ASSOCIATION**, a Utah nonprofit corporation (hereinafter the 'Commercial Park Association').

RECITALS:

A. EsNet and the Commercial Park individually are owners of different parts of, and collectively are the owners of all of, that certain real property located in Utah County, State of Utah and more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Road Property").

B. The Road Property constitutes two separate private roads known as "Edgewood Drive" (located between 4800 North and 5200 North in Provo City, Utah) (hereinafter "Edgewood Drive") and "5020 North" (located between University Avenue and Edgewood Drive) (hereinafter "5020 North").

C. EsNet is also the owner of that certain real property located in Utah County, State of Utah and more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof (hereinafter the "EsNet Development Property").

D. TerraNet is the owner of that certain real property located in Utah County, State of Utah and more particularly described on Exhibit "C" attached hereto and by this reference made a part hereof (hereinafter the "TerraNet Development Property").

E. Edgewood Drive abuts properties that are part of the "Business Park" (hereinafter defined), properties that are part of the "Commercial Park" (hereinafter defined") the EsNet Development Property and the TerraNet Development Property. 5020 North abuts properties that are part of the Commercial Park and connects to Edgewood Drive. Both Edgewood Drive and 5020 North provide ingress to and egress from all of such properties and various public roads.

F. The parties to this Agreement desire to create certain easements for ingress and egress over and across the Road Property and easements for the installation and maintenance of underground utilities, and to provide for the maintenance of the Road Property.

G. The following agreements have previously been recorded in the office of the County Recorder of Utah County, State of Utah with respect to different portions of the Road Property:

(a) That certain Amended and Restated Grant of Easement (Commercial Park Road) dated July 29, 1997, by and between EsNet Properties, L.C., Riverwoods Commercial Park Owners Association, and Riverwoods Research and Business Park Owners Association, and recorded in the office of the County Recorder of Utah County, State of Utah on August 5, 1997, as Entry No. 59302, in Book 4338, at Pages 168, et seq. (hereinafter the "Commercial Park Road Agreement"); and

(b) That certain Amended and Restated Grant of Easement (Research Park Road) dated July 29, 1997, by and between EsNet Properties, L.C., and Riverwoods Commercial Park Owners Association, and recorded in the office of the County Recorder of Utah County, State of Utah on August 5, 1997, as Entry No. 59303, in Book 4338, at Pages 176, et seq. (hereinafter the "Research Park Road Agreement").

H. Subject to the terms of this Agreement, the parties to this Agreement desire to modify, restate, and replace in their entirety the Commercial Park Road Agreement and the Research Park Road Agreement, and the rights of the parties there under.

I. Concurrently with the execution of this Agreement, EsNet intends to convey to the Commercial Park Associates all of EsNet's right, title, and interest in and to the Road Property, to be held by the Commercial Park Association subject to and in accordance with the provisions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged by the parties to this Agreement, the parties to this Agreement do hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings indicated below:

(a) **"Allocable Share,"** as to each party to this Agreement, shall mean:

| <b><u>PARTY</u></b>         | <b><u>ALLOCABLE SHARE</u></b> |
|-----------------------------|-------------------------------|
| EsNet                       | 2.74%                         |
| TerraNet                    | 25.43%                        |
| Research Park Association   | 12.32%                        |
| Commercial Park Association | 59.51%                        |

(b) **"Benefited Site"** shall mean the EsNet Development Property, as presently constituted and as the same may hereafter be developed or subdivided, the TerraNet Development Property, as presently constituted and as the same may hereafter be developed or subdivided, all Lots in the Business Park, and all Lots now or hereafter located in the Commercial Park, as presently constituted and as the same may hereafter be developed or subdivided.

(c) **"Burdened Site"** shall mean the Road Property.

(e) "**Commercial Park**" shall mean the Riverwoods Commercial Park, a planned unit development located in Utah County, State of Utah.

(f) "**Common Expenses**" shall mean the following: (1) reasonable costs, expenses, fees and other amounts (including appropriate reasonable reserves) paid or incurred by the Manager in connection with the improvement (excluding the initial development of the Burdened Site), operation, management, maintenance and repair of the Burdened Site and the performance of the Manager's duties and rights under Paragraph 6 or any other provision of this Agreement, including, without limitation, all reasonable costs, expenses, fees and other amounts (including, without limitation, costs, expenses, fees and other amounts which are properly capitalized under generally accepted accounting principles) relating to cleaning, sweeping, ice, snow and rubbish removal, landscaping, resurfacing, restriping, replacing damaged or worn-out improvements located on the Burdened Site, licenses and permits, supplies, traffic regulation and control, fire, police protection and other security services, personnel (other than managerial personnel) necessary to perform any of the foregoing and depreciation allowance on any machinery or equipment owned by the Manager and used exclusively in connection with such matters; (2) managerial, clerical and overhead costs, expenses, fees and other amounts, all which shall be deemed to be equal to fifteen percent (15%) of the total of all other Common Expenses; and (3) Common Expenses due but not recoverable (after reasonable effort) from a Responsible Party, together with all interest on, and costs and attorneys' fees incurred in connection with, such unpaid Common Expenses.

(g) "**Manager**" shall mean the Commercial Park Association, unless and until the Commercial Park Association assigns its rights and duties as Manager. The Manager's rights and duties under this Agreement may be assigned at any time to any owners' association which may be formed by the Manager at any time, in the Manager's sole discretion, for the purpose of performing the Manager's functions under this Agreement. Notice of any such assignment shall be recorded in the official records and shall, pursuant to Paragraph 13(a), be effective as an amendment to this Agreement, with no signature other than the signature of the existing Manager and the new Manager being required.

(h) "**Owner**" shall mean EsNet, TerraNet, the Business Park Association, the Commercial Park Association, and any person or entity holding an ownership interest in fee in any part of the Benefited Site.

(i) "**Permittee**" shall mean the invitees, agents, tenants, servants, visitors, and licensees of an Owner.

(j) "**Responsible Parties**" shall mean the Commercial Park, with respect to the Commercial Park Association, the Business Park, with respect to the Business Park Association, EsNet, with respect to the EsNet Development Property and TerraNet, with respect to the TerraNet Development Property and "**Responsible Party**" shall mean one of the Responsible Parties. Notwithstanding anything to the contrary in this Agreement, EsNet and TerraNet shall each have the right to assign their respective rights and delegate their respective duties as a Responsible Party (but not as an Owner) under this Agreement to either a transferee of, or an owners association formed with respect to, all or any portion respectively of the EsNet Development Property or the TerraNet Development

Property. Any transferee or owner's association to whom duties are delegated pursuant to this Paragraph 1(j) shall, concurrently with such delegation, agree in writing, in a form reasonably acceptable to Manager, to assume all of the duties delegated pursuant to such delegation (hereinafter the "Delegated Duties") and agree be bound by this Agreement with respect to such Delegated Duties. Notice of any such assignment and/or delegation and assumption shall be recorded in the official records of Utah County and shall, pursuant to Paragraph 13(b), be effective as an amendment to this Agreement, with no signature being required other than the signature of the Responsible Party making such assignment or delegation and the signature of the person or entity to whom such assignment or delegation is being made. If either EsNet or TerraNet (a "Delegating Responsible Party") delegates its obligations under this Agreement pursuant to this Paragraph 1(j), such Delegating Responsible Party shall, to the extent of such delegation, be relieved of all liabilities and obligations under this Agreement, except for such liabilities and or obligations as may have accrued as of the date of such delegation.

**2. Grant and Declaration of Access Easement.** The Road Property shall be subject to and burdened by, and EsNet and the Commercial Park Association, collectively as grantor, hereby grant to the Owners, a perpetual, non-exclusive easement for ingress and egress by vehicular and pedestrian traffic upon, over and across the Road Property (hereinafter the "Access Easement"). The Access Easement shall be for the benefit of the Owners and their respective Permittees.

**3. Grant and Declaration of Utility Easement.** The Road Property shall be subject to and burdened by, and EsNet and the Commercial Park Association, collectively as grantor, hereby grant to the Owners, a perpetual, non-exclusive easement for the construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation, and replacement of underground utility pipes, lines, wires, cables (including fiber optic cables), conduits and related facilities for electricity, natural gas, other fuels or power sources, telephone, other communications sources and providers, sewage, storm drainage, and all types of water (hereinafter the "Utility Easement"). The Utility Easement shall be for the benefit of the Owners and their respective Permittees.

**4. Restrictions on Utility Easements.** No Owner shall exercise any rights with respect to the Utility Easement nor use the Burdened Site, or any part thereof, in any manner so as to cause unreasonable damage to such property. If an Owner disturbs or causes any damage to the Burdened Site, or any part thereof, in connection with such Owner's exercise of its rights under Paragraph 3, such Owner shall promptly and at such Owner's sole expense, restore the Burdened Site to its condition immediately prior to the exercise of such rights.

**5. Default by Owner.** The obligations of an Owner under Paragraph 4 above are personal and may be enforced by the Manager or, on written notice to the Manager and each Responsible Party, by any other Responsible Party. No Owner may avoid or diminish the personal nature of such obligations by abandonment or by waiver of any of the services or amenities provided for in this Agreement. Suit to recover a money judgment for any amount due may be maintained. All remedies set forth in this Paragraph 5 are cumulative and are in addition to any remedies otherwise available at law or in equity, which shall include the right to restrain by injunction any violation or threatened violation of this Agreement and to compel by decree specific performance, it being agreed that the remedy at law for any breach may be inadequate.

6. **Maintenance of Burdened Site.** The Manager shall keep the Burdened Site in a reasonably clean, orderly and usable condition and in a good state of maintenance and repair, consistent with a first-class mixed use office, commercial, residential, and retail park development. The foregoing shall include, without limitation, maintenance, repair, and replacement, as necessary and appropriate, of all improvements located on the Burdened Site.

7. **Damage.** If any part of the Burdened Site is damaged or destroyed through casualty, the Manager, shall, as soon as reasonably possible, restore the same to substantially the same condition as existed prior to the damage or destruction. Each Responsible Party shall, within thirty (30) days after noticed of the amount due, contribute an amount equal to the product obtained by multiplying the Allocable Share of such Responsible Party by the cost of such restoration (net of any insurance proceeds or recoveries from persons causing such damage actually received by the Manager). Appropriate additional payments by, or refunds to, each Responsible Party shall be made on completion of such restoration.

8. **Condemnation.** If all or any part of the Burdened Site is taken through condemnation or are conveyed to a condemning authority under threat of condemnation, the entire condemnation award or proceeds shall be paid to the Manager; provided, however, that any such award or proceeds relating to the value of the land (as opposed to any improvements on the land) shall be paid to the Owner of such land. The Manager shall, as soon as reasonably possible, restore the remaining improvements in compliance with all applicable laws, ordinances, rules and regulations. Such restoration shall be of equal or better quality in materials and workmanship as the original improvements, and the cost of such restoration, in excess of the condemnation award and proceeds available, shall constitute Common Expenses. Any condemnation award or proceeds for the Improvements remaining after such restoration shall be distributed to each Responsible Party on the basis of such Responsible Party's Allocable Share.

9. **Default by Manager.** If the Manager fails to perform any obligation under this Agreement, and such failure continues for a period of thirty (30) days after written notice of such failure is given to the Manager by any of the Responsible Parties, or if the performance of such obligation would reasonably require more than thirty (30) days, if the Manager fails to commence such performance within such thirty (30) day period or thereafter diligently prosecute such performance to completion, the Responsible Party giving such notice may, on written notice to the Manager, perform such obligation in the stead of the Manager. Such Responsible Party shall be reimbursed for such performance by all Responsible Parties in accordance with each Responsible Party's Allocable Share.

## 10. **Common Expense.**

(a) **Collection.** The Manager is expressly authorized by each Responsible Party to incur all costs, expenses, fees and other amounts included within the definition of "Common Expenses" set forth in Paragraph 1(f), and each Responsible Party shall contribute such Responsible Party's Allocable Share of the Common Expenses in the manner described in this Paragraph 10(a). The Manager shall make reasonable, good faith efforts to collect from each Responsible Party such Responsible Party's Allocable Share of the Common Expenses and may, at its option, do either of the following: (1) invoice each Responsible Party for such Responsible Party's Allocable Share of the Common Expenses on a monthly, quarterly or other periodic basis as the actual amount

of the Common Expenses becomes known (in which event, each Responsible Party's Allocable Share of the Common Expenses shall be due and payable within thirty (30) days after the delivery of such invoice); or (2) invoice each Responsible Party in advance based on the Manager's reasonable estimate of each Responsible Party's Allocable Share of the Common Expenses for the period concerned, which estimate shall be provided to each Responsible Party at least annually. If the Manager adopts the second alternative, each Responsible Party shall pay such Responsible Party's Allocable Share of the Common Expenses in equal installments on the first day of each month, and within ninety (90) days after the end of each calendar year, the Manager shall furnish each Responsible Party with a reasonably detailed final statement of the actual amount of such Responsible Party's Allocable Share of the Common Expenses for such calendar year. If such final statement reveals that the monthly installments made by a Responsible Party aggregate less than such Responsible Party's Common Expense Share for such calendar year, such Responsible Party shall pay the amount owing to the Manager within thirty (30) days after such final statement is furnished. If such final statement reveals that a Responsible Party's payments aggregate more than such Responsible Party's Allocable Share of the Common Expenses for such calendar year, the excess amount shall, at the option of the Manager, either be returned to such Responsible Party or be applied by the Manager to amounts next due from such Responsible Party under this Agreement. Any amount required to be paid under this Paragraph 10 which is not timely paid shall accrue interest on and after the date due until paid in full, before and after judgment, at the rate of eighteen percent (18%) per annum. In addition, a late charge of five percent (5%) of such payment may be charged by the Manager for any payment not made within ten (10) days after the date due. Such late charge is payable not as a penalty, but in order to compensate the Manager for the additional expense involved in handling the delinquent payment. The acceptance by the Manager of any payment that is less than the entire amount then due shall be on account only and shall not constitute a waiver of the obligation to pay such entire amount. All records and accounts maintained by the Manager which relate to the Common Expenses shall be open to examination and audit by any Responsible Party at the offices of Manager at all reasonable times.

(b) **Certain Obligations and Rights.** Except to the extent such obligations are delegated pursuant to the provisions of Paragraph 1(j) above, the obligations of each Responsible Party under Paragraph 10(a) and all other provisions of this Agreement are the personal obligations of such Responsible Party and may be enforced by the Manager or, on written notice to the Manager and each Responsible Party, by any other Responsible Party. No Responsible Party may avoid or diminish the personal nature of such obligations by abandonment or by waiver of any of the services or amenities provided for in this Agreement. Suit to recover a money judgment for any amount due may be maintained. All remedies set forth in this Paragraph 10 are cumulative and are in addition to any remedies otherwise available at law or in equity, which shall include the right to restrain by injunction any violation or threatened violation of this Agreement and to compel by decree specific performance, it being agreed that the remedy at law for any breach may be inadequate.

11. **Easements Appurtenant.** Except to the extent provided in Paragraph 1(j), each and all of the easements and rights granted or created herein are appurtenances to the affected portions of the Benefited Site and none of the easements and rights may be transferred, assigned

or encumbered except as an appurtenance to such portions. For the purposes of such easements and rights, the Benefited Site shall constitute the dominant estate, and the Burdened Site shall constitute the servient estate.

**12. Nature and Effect of Easements.** Each and all of the easements, covenants, restrictions and provisions contained in this Agreement:

- (a) Are made for the direct, mutual and reciprocal benefit of the Owners of the Benefited Site, and each part thereof, and their respective Permittees;
- (b) Create mutual equitable servitudes upon the Burdened Site in favor of the Benefited Site;
- (c) Constitute covenants running with the land and are a burden on the Burdened Site for the benefit of the Benefited Site; and
- (d) Shall bind every person or entity having any fee, leasehold or other interest in any portion of either the Benefited Site or the Burdened Site at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, restriction or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

**13. Amendment.** This Agreement may only be amended by an instrument recorded in the official records which is executed by all of the Responsible parties, except as follows:

- (a) An assignment by a Manager of its rights and delegation of its duties pursuant to the provisions of Paragraph 1(g) above only needs to be executed by the existing Manager and the new Manager.
- (b) Any assignment and/or delegation by either EsNet or TerraNet pursuant to the provisions of Paragraph 1(j) above only needs to be executed by EsNet or TerraNet, as the case may be, and the person or entity to whom such assignment or delegation is being made.

Unless under the foregoing provisions of this Paragraph 13 it is a necessary party to the amendment in question, no other person holding an interest in or occupying any portion of either the Benefited Site or the Burdened Site needs to execute an amendment to this Agreement in order to make such amendment in all respects effective, valid, binding and enforceable.

**14. Amendment of Commercial Park and Research Park Road Agreements.** This Agreement amends, modifies, restates and replaces, in their entirety, the Commercial Park Road Agreement and the Research Park Road Agreement.

**15. Miscellaneous Provisions.**

- (a) This Agreement shall inure to the benefit of and be binding upon the parties, hereto, their heirs, personal representatives, successors and assigns, and upon any person acquiring the Burdened Site, the Benefited Site, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

(b) In the event any party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees (including its reasonable costs and attorney's fee on any appeal).

(c) The failure of a party to insist upon strict performance of any of the terms, covenants, conditions and agreements contained herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the covenants, conditions and restrictions contained herein by the same or any other person or entity.

(d) If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

(e) The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties. Each party shall be considered a separate party, and no party shall have the right to act as agent for another, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

(f) This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

[Signatures on Next Page]

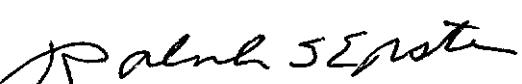
DATED effective as of the day and year first above written.

**EsNET PROPERTIES, L.C.**, a Utah  
limited liability company

By: 

Name: J. Duff Thompson  
Title: Manager

**TERRANET INVESTMENTS NO. 2, L.C.**, a  
Utah limited liability company, by TRS  
PARTNERS NO. 2, LLC, a California limited  
liability company, by EPSTEIN PROPERTIES,  
LLC, a Colorado limited liability company, its  
Manager

By: 

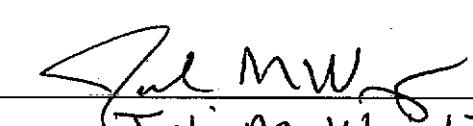
Name: Ralph S. Epstein  
Title: Manager

**RIVERWOODS RESEARCH AND BUSINESS  
PARK OWNERS ASSOCIATION**, a Utah  
nonprofit corporation

By: 

Name: Ronald S. Eliason  
Title: President

**RIVERWOODS COMMERCIAL PARK  
OWNERS ASSOCIATION**, a Utah nonprofit  
corporation

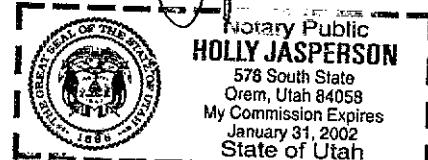
By: 

Name: Juli M. Wright  
Title: President

STATE OF UTAH )  
: ss.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 1 day of  
March, 2001, by R. DUFF THOMPSON, the MANAGER  
of EsNET PROPERTIES, L.C., a Utah limited liability company.

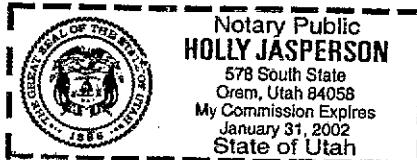
NOTARY PUBLIC



STATE OF UTAH )  
: ss.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of  
March, 2001, by RALPH S. EPSTEIN, the MANAGER  
of TERRANET INVESTMENTS NO. 2, L.C., a Utah limited liability company, by TRS  
PARTNERS NO. 2, LLC, a California limited liability company, by EPSTEIN PROPERTIES,  
LLC, a Colorado limited liability company, its Manager.

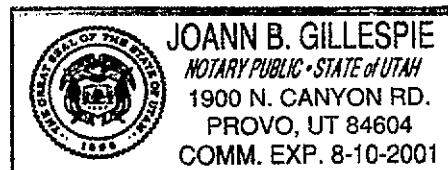
NOTARY PUBLIC



STATE OF UTAH )  
: ss.  
COUNTY OF Utah )

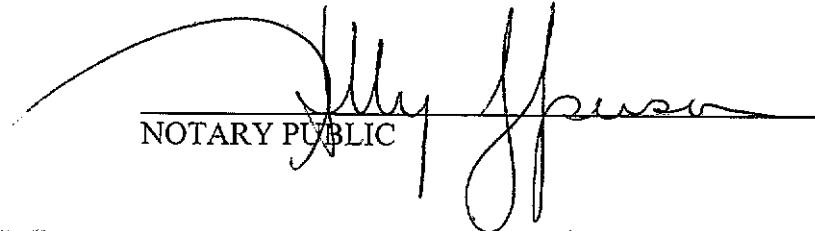
The foregoing instrument was acknowledged before me this 1 day of  
March, 2001, by Ronald S. Ellerson, the President  
of RIVERWOODS RESEARCH AND BUSINESS PARK OWNERS ASSOCIATION, a Utah  
nonprofit corporation.

NOTARY PUBLIC



STATE OF UTAH )  
: ss.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of  
March, 2001, by Jeff M. Wright, the PRESIDENT  
of RIVERWOODS COMMERCIAL PARK OWNERS ASOCIATION, a Utah nonprofit  
corporation.

  
NOTARY PUBLIC

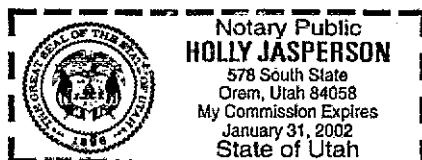


EXHIBIT "A"

## (Description of Road Property)

That certain real property located in Utah County, State of Utah and more particularly described as follows:

## PARCEL NO. 1:

Beginning at a point described of record as being located North 1156.31 feet and East 7.48 feet from the East Quarter Corner of Section 13; said point of beginning being a point on the Centerline of Edgewood Drive 1507.07 feet South  $0^{\circ}45'09''$  East along the Section Line and 22.67 feet East from the Northeast Corner of said Section 13; and running thence along the Centerline of Edgewood Drive the following six courses: North  $80^{\circ}09'41''$  West 45.55 feet; Northwesterly along the arc of a 272.00 foot radius curve to the left 72.42 feet (Chord bears North  $87^{\circ}47'22''$  West 72.21 feet); South  $84^{\circ}34'58''$  West 80.33 feet; Southwesterly along the arc of a 272.00 foot radius curve to the left 140.76 feet (Chord bears South  $69^{\circ}45'27''$  West 139.19 feet); South  $54^{\circ}55'56''$  West 237.78 feet; and Southwesterly along the arc of a 172.00 foot radius curve to the left 1.96 feet (Chord bears South  $54^{\circ}36'24''$  West 1.96 feet); thence North  $48^{\circ}00'27''$  West 22.46 feet to the Northeasterly Corner of Lot 4 of Riverwoods Shops Plat 'A'; thence Northeasterly along the arc of a 194.00 foot radius curve to the right 6.99 feet (Chord bears North  $53^{\circ}54'03''$  East 6.99 feet); thence North  $54^{\circ}55'56''$  East 237.78 feet; thence Northeasterly along the arc of a 294.00 foot radius curve to the right 152.14 feet (Chord bears North  $69^{\circ}45'27''$  East 150.45 feet); thence North  $84^{\circ}34'58''$  East 110.79 feet; thence Northeasterly along the arc of a 106.00 foot radius curve to the left 132.39 feet (Chord bears North  $48^{\circ}48'11''$  East 123.95 feet); thence North  $13^{\circ}01'24''$  East 114.91 feet; thence Northwesterly along the arc of a 156.00 foot radius curve left 128.26 feet (Chord bears North  $10^{\circ}31'50''$  West 124.68 feet); thence North  $34^{\circ}05'04''$  West 216.59 feet; thence Northwesterly along the arc of a 244.00 foot radius curve to the right 193.07 feet (Chord bears North  $11^{\circ}25'00''$  West 188.07 feet); thence North  $11^{\circ}15'05''$  East 38.64 feet; thence Northwesterly along the arc of a 21.00 foot radius curve to the left 29.45 feet (Chord bears North  $28^{\circ}55'42''$  West 27.10 feet) to a point on the Southerly Line of River Park Drive; thence Southeasterly along the arc of a 397.00 foot radius curve to the left 39.78 feet (Chord bears South  $71^{\circ}58'43''$  East 39.76 feet to the Centerline of Edgewood Drive; thence along the Centerline of Edgewood Drive the following five courses: South  $11^{\circ}15'05''$  West 54.67 feet; Southeasterly along the arc of a 222.00 foot radius curve to the left 175.66 feet (Chord bears South  $11^{\circ}25'00''$  East 171.11 feet); South  $34^{\circ}05'04''$  East 216.59 feet; Southeasterly along the arc of a 178.00 foot radius curve to the right 146.35 feet (Chord bears South  $10^{\circ}31'50''$  East 142.26 feet); and South  $13^{\circ}01'24''$  West 229.89 feet to the Point of Beginning.

## PARCEL NO. 2:

Beginning at the Northwest Corner of Lot 5, Riverwoods Shops Plat 'A' being 1278.80 feet South  $0^{\circ}45'09''$  East along the Section Line and 100.81 feet East from the Northeast Corner of said Section 13; and running thence North  $80^{\circ}27'40''$  West 22.00 feet to a point on the Centerline of Edgewood Drive; thence along said Centerline the following four courses: Northwesterly along the arc of a 178.00 foot radius curve to the left 138.26 feet (Chord bears North  $11^{\circ}49'58''$  West 134.81 feet; North  $34^{\circ}05'04''$  West 216.59 feet; Northwesterly along the arc of a 222.00 foot radius curve to the right 175.66 feet (Chord bears North  $11^{\circ}25'00''$  West 171.11 feet); and North  $11^{\circ}15'05''$  East 54.67 feet to a point on the Southerly Line of River Park Drive; thence Southeasterly along the arc of a 397.00 foot radius curve to the left 42.22 feet (Chord bears South  $77^{\circ}53'45''$  East 42.20 feet; thence Southwesterly along the arc of a 21.00 foot radius curve to the left 32.18 feet (Chord bears South  $55^{\circ}09'16''$  West 29.13 feet); thence South  $11^{\circ}15'05''$  West 33.06 feet; thence Southeasterly along the arc of a 200.00 foot radius curve to the left 158.25 feet (Chord bears South  $11^{\circ}25'00''$  East 154.16 feet); thence South  $34^{\circ}05'04''$  East 216.59 feet; thence Southeasterly along the arc of a 200.00 foot radius curve to the right 155.01 feet (Chord bears South  $11^{\circ}52'52''$  East 151.16 feet) to the Point of Beginning.

## PARCEL NO. 3:

Commencing at a point located North 118.64 feet and West 633.29 feet from the East 1/4 corner of Section 13, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South  $89^{\circ}06'53''$  West 68.34 feet; thence along the arc of a 25.00 foot radius curve to the left 1.47 feet (chord bears North  $01^{\circ}15'37''$  East 1.47 feet); thence North  $00^{\circ}25'13''$  West 126.28 feet; thence along the arc of a 152.00 foot radius curve to the right 41.29 feet (chord bears North  $07^{\circ}21'42''$  East 41.16 feet); thence along the arc of a 148.00 foot radius curve to the left 40.20 feet (chord bears North  $07^{\circ}21'42''$  East 40.08 feet); thence North  $00^{\circ}25'13''$  West 5.25 feet; thence along the arc of a 344.00 foot radius curve to the right 60.01 feet (chord bears North  $04^{\circ}34'38''$  East 59.93 feet); thence North  $09^{\circ}34'29''$  East 481.83 feet; thence along the arc of a 194.00 foot radius curve to the right 146.59 feet (chord bears North  $31^{\circ}13'19''$  East 143.13 feet); thence South  $48^{\circ}00'27''$  East 22.46 feet; thence along the arc of a 172.00 foot radius curve to the right 1.96 feet (chord bears North  $54^{\circ}36'24''$  East 1.96 feet); thence North  $54^{\circ}55'56''$  East 237.78 feet; thence along the arc of a 272.00 foot radius curve to the right 140.76 feet (chord bears North  $69^{\circ}45'27''$  East 139.19 feet); thence North  $84^{\circ}34'58''$  East 80.33 feet; thence along the arc of a 272.00 foot radius curve to the right 72.42 feet (chord bears South  $87^{\circ}47'22''$  East 72.21 feet); thence South  $80^{\circ}09'41''$  East 45.55 feet; thence North  $13^{\circ}01'24''$  East 229.89 feet; thence along the arc of a 178.00 foot radius curve to the left 8.09 feet (chord bears North  $11^{\circ}43'17''$  East 8.09 feet); thence South  $80^{\circ}27'40''$  East 22.00 feet; thence along the arc of a 200.00 foot radius curve to the right 9.43 feet (chord bears South  $11^{\circ}40'22''$  West 9.43 feet); thence South  $13^{\circ}01'24''$  West 154.57 feet;

thence along the arc of a 78.00 foot radius curve to the left 21.62 feet (chord bears South  $05^{\circ}05'04''$  West 21.55 feet); thence along the arc of a 43.00 foot radius curve to the left 50.09 feet (chord bears South  $36^{\circ}13'23''$  East 47.30 feet); thence along the arc of a 78.00 foot radius curve to the left 6.96 feet (chord bears South  $72^{\circ}08'54''$  East 6.96 feet); thence along the arc of a 158.00 foot radius curve to the left 15.05 feet (chord bears South  $77^{\circ}26'00''$  East 15.04 feet); thence South  $80^{\circ}09'41''$  East 114.16 feet; thence South  $09^{\circ}34'46''$  West 36.00; thence North  $80^{\circ}09'41''$  West 136.45 feet; thence along the arc of a 43.00 foot radius curve to the left 32.19 feet (chord bears South  $78^{\circ}23'44''$  West 31.44 feet); thence along the arc of a 58.00 foot radius curve to the left 10.70 feet (chord bears South  $51^{\circ}39'54''$  West 10.69 feet); thence South  $85^{\circ}22'07''$  West 43.36 feet; thence along the arc of a 38.00 foot radius curve to the left 36.01 feet (chord bears North  $38^{\circ}22'44''$  West 34.68 feet); thence along the arc of a 78.00 foot radius curve to the left 27.17 feet (chord bears North  $75^{\circ}40'15''$  West 27.03 feet); thence along the arc of a 250.00 foot radius curve to the left 42.63 feet (chord bears South  $89^{\circ}28'02''$  West 42.57 feet); thence South  $84^{\circ}34'58''$  West 80.33 feet; thence along the arc of a 250.00 foot radius curve to the left 129.37 feet (chord bears South  $69^{\circ}45'27''$  West 127.94 feet); thence South  $54^{\circ}55'56''$  West 237.78 feet; thence along the arc of a 150.00 foot radius curve to the left 118.75 feet (chord bears South  $32^{\circ}15'12''$  West 115.67 feet); thence South  $09^{\circ}34'29''$  West 481.83 feet; thence along the arc of a 300.00 foot radius curve to the left 52.33 feet (chord bears South  $04^{\circ}34'38''$  West 52.27 feet); thence South  $00^{\circ}25'13''$  East 5.25 feet; thence along the arc of a 148.00 foot radius curve to the left 40.20 feet (chord bears South  $08^{\circ}12'07''$  East 40.08 feet); thence along the arc of a 152.00 foot radius curve to the right 41.29 feet (chord bears South  $08^{\circ}12'07''$  East 41.16 feet); thence South  $00^{\circ}25'13''$  East 116.73 feet; thence along the arc of a 25.00 foot radius curve to the left 10.79 feet (chord bears South  $12^{\circ}47'16''$  East 10.71 feet) to the point of beginning.

**EXHIBIT "B"**

(EsNet Development Property)

That certain real property located in Utah County, State of Utah and more particularly described as follows:

Beginning at a point on the Westerly Line of Edgewood Drive being 855.77 feet South  $0^{\circ}45'09''$  East along the Section Line, and 123.94 feet West from the Northeast corner of said Section 13; and running thence South  $87^{\circ}24'26''$  West 37.60 feet to a point of curvature; thence Southwesterly along the arc of an 82.00 foot radius curve to the left a distance of 58.49 feet (Central Angle equals  $40^{\circ}52'06''$  and Long Chord bears South  $66^{\circ}58'23''$  West 57.26 feet); thence North  $67^{\circ}01'14''$  West 217.84 feet; thence North  $18^{\circ}16'05''$  East 116.49 feet; thence North  $13^{\circ}52'21''$  East 35.38 feet to a point on the West Line of lot 2 of Riverwoods Research and Business Park Planned Unit Development, Phase 1, as amended; thence North  $9^{\circ}08'09''$  East 0.33 feet along said West Line to the Northwest corner thereof; thence along the Southerly Line of River Park Drive the following three courses; South  $85^{\circ}05'05''$  East 23.61 feet; Southeasterly along the arc of a 396.00 foot radius curve to the right a distance of 173.27 feet (Central Angle equals  $25^{\circ}04'09''$  and Long Chord bears South  $72^{\circ}33'01''$  East 171.89 feet) to a point of reverse curvature; and Southeasterly along the arc of a 397.00 foot radius curve to the left a distance of 63.00 feet (Central Angle equals  $9^{\circ}05'34''$  and Long Chord bears South  $64^{\circ}33'43''$  East 62.94 feet); thence Southeasterly along the arc of a 21.00 foot radius curve to the right a distance of 29.45 feet (Central Angle equals  $80^{\circ}21'35''$  and Long Chord bears South  $28^{\circ}55'42''$  East 27.10 feet) to a point on the Westerly Line of said Edgewood Drive; thence along said Westerly Line the following two courses: South  $11^{\circ}15'05''$  West 38.64 feet; and Southeasterly along the arc of a 244.00 foot radius curve to the left a distance of 64.33 feet (Central Angle equals  $15^{\circ}06'19''$  and Long Chord bears South  $3^{\circ}41'56''$  West 64.14 feet) to the Point of the Beginning.

## (TerraNet Development Property)

That certain real property located in Utah County, State of Utah and more particularly described as follows:

Beginning at a point on the Westerly Line of Edgewood Drive described of record as being North 973.39 feet, West 516.33 and North 48°00'27" West 22.46 feet from the East Quarter Corner of said Section 13; said point of beginning is 1674.98 feet South 0°45'09" East along the Section Line, and 520.04 feet West from the Northeast Corner of said Section 13; and running thence North 48°00'27" West 240.86 feet; thence North 43°15'44" East 53.64 feet; thence North 41°50'04" East 48.29 feet; thence North 45°22'15" East 25.24 feet; thence North 31°47'30" East 76.68 feet; thence North 23°59'59" East 115.45 feet; thence North 7°52'17" East 164.03 feet; thence North 8°14'23" East 26.98 feet; thence North 20°05'29" East 9.90 feet; thence North 13°07'10" East 119.48 feet; thence North 29°35'15" East 35.96 feet; thence North 13°08'46" East 45.27 feet; thence North 2°08'15" East 24.67 feet, thence North 18°16'05" East 42.83 feet; thence South 67°01'14" East 217.84 feet; thence Northeasterly along the arc of an 82.00 foot radius curve to the right a distance of 58.49 feet (Long Chord bears North 66°58'23" East 57.26 feet) to a point of tangency; thence North 87°24'26" East 37.60 feet to a point on the Westerly Line of Edgewood Drive; thence along said Westerly Line as it exists on the ground the following ten courses: Southeasterly along the arc of a 244.00 foot radius curve to the left a distance of 128.74 feet (Long Chord bears South 18°58'09" East 127.25 feet); South 34°05'04" East 216.59 feet; Southerly along the arc of a 156.00 foot radius curve to the right a distance of 128.26 feet (Long Chord bears South 10°31'50" East 124.68 feet); South 13°01'24" West 114.91 feet; Southwesterly along the arc of a 106.00 foot radius curve to the right a distance of 132.39 feet (Long Chord bears South 48°48'11" West 123.95 feet); South 84°34'58" West 110.78 feet; Southwesterly along the arc of a 294.00 foot radius curve to the left a distance of 152.14 feet (Long Chord bears South 69°45'27" West 150.45 feet); South 54°55'56" West 237.78 feet; and Southwesterly along the arc of a 194.00 foot radius curve to the left a distance of 6.99 feet (Long Chord bears South 53°54'05" West 6.99 feet) to the Point of Beginning.