

After Recording, Return To:
Real Estate Dept./Attn: Contract Administrator
BT-OH, LLC
55 Glenlake Parkway, NE
Atlanta, Georgia 30328

W2007643



**NON-EXCLUSIVE PERPETUAL EASEMENT
AND MAINTENANCE AGREEMENT**

WHEREAS, Wadman Investments, a Utah limited partnership ("Grantor") is selling and conveying real property more particularly described on Exhibit "A" attached hereto ("UPS Parcel" or "Property #1"), to BT Property, LLC, a Delaware limited liability company ("Grantee"); and,

WHEREAS, the Grantor is granting to the Grantee, a non-exclusive perpetual easement appurtenant to the UPS Parcel over and across Grantor's property more particularly described on Exhibit "B" attached hereto ("Easement Parcel") by virtue of this Agreement.

WHEREAS, the Grantor owns additional parcels of real property contiguous and adjacent to the Easement Parcel whose owners, whether the Grantor or his successors and assigns, shall be responsible for its pro-rata maintenance costs on the Easement Parcel as detailed below. The additional parcels ("Property #2", "Property #3" and "Property #4", see below) are more particularly described on Exhibit "C", attached hereto and incorporated herein by this reference.

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NOW THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee a non-exclusive perpetual easement for ingress and egress, including vehicular and pedestrian access, over and across the Easement Parcel for the benefit of UPS Parcel. The Grantee and Grantor and their respective successors and assigns shall not obstruct the Easement Parcel by parking on or otherwise obstructing the right of way created hereunder.

This Agreement and all of the provisions contained herein shall constitute covenants that run with the land, and shall bind and benefit the parties to this agreement, any other party which at anytime acquires any interest in, or occupies any portion of, UPS Parcel and/or Easement Parcel, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. By acquiring any interest in, or by occupying UPS Parcel and/or Easement Parcel, the party so acquiring or occupying hereby agrees to be bound by the terms of this agreement;

Grantee shall pay its Proportionate Share (percentage set forth below) of the costs of any maintenance and/or repairs to the Easement Parcel. Any Maintenance and/or Repairs, and the costs thereof, to the Easement Parcel shall be approved in writing prior to completion by the property owners who own a majority of the 1,601 lineal footage along the Easement Parcel, based on their Proportionate Share defined below. Each of the property owners of the property more particularly described on Exhibit "C" hereto and listed below, shall also be responsible for its respective Proportionate Share of any Maintenance and/or Repair costs to the Easement Parcel, currently as follows:

PROPERTY #1 UPS Parcel/Owner: Grantee	628'	=	39%
PROPERTY #2 A&W Diesel (tenant)/Owner: Grantor	433'	=	27%
PROPERTY #3 Dakota Cabinets (tenant)/Owner: Grantor	316'	=	20%
PROPERTY #4 Totally Awesome Computers (tenant)/Owner: Grantor	224'	=	14%
	1,601'	=	100%
			("Proportionate Share")

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DOUG CROFTS, WEBER COUNTY RECORDER
27-JAN-04 4:09 PM FEE \$25.00 DEP SGC
REC FOR: BACKMAN, STEWART, TITLE

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The following terms shall have the following meanings for purposes of this agreement:

"Maintenance" shall mean Snow Removal only.

"Repairs" shall mean repairs to Sewer, Water and Pavement Surfacing only.

"Emergency Repairs" shall only mean the settlement of the road surface and/or the rupture or breakage of Sewer and/or Water Lines which require immediate response to mitigate further damage.

Emergency Repairs may be initiated by any of the parties abutting the easement and all cost of Emergency Repairs shall be divided according to each party's Proportionate Share set forth above.

All other maintenance and/or repairs to utilities or the right of way, shall be the responsibility of the applicable utility company and/or the Grantee.

The party initiating the maintenance and/or repairs shall get bids from at least two independent contractors, not associated with any of the parties hereto, to perform such work and shall provide a copy of said bids to the other parties prior to performing said maintenance and/or repairs. The lowest bidder shall perform the work unless mutually agreed otherwise by the parties in writing.

Each party shall pay their Proportionate Share of the cost of the repairs and/or maintenance within thirty (30) days of billing to the party who incurred the cost thereof after written approval by the property owners as detailed herein. If said bill is not paid within said time frame, the other party or parties may lien the property of the party which fails to pay its costs and may initiate legal action to collect said costs.

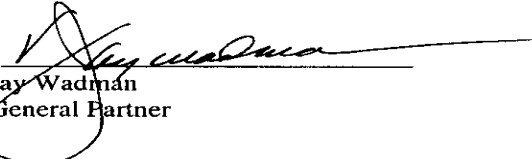
In the event a lien is filed and/or action is brought to enforce or interpret any of the provisions, covenants, or requirements of this Agreement, the party prevailing in such action, whether in suit or otherwise, shall be entitled to recover from the unsuccessful party reasonable attorneys' fees, including appeals and costs.

Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of either Grantee Parcel or Easement Parcel to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this agreement will be strictly limited to and for the purpose expressed herein. Nevertheless, Grantor's use of the Easement Parcel shall not be limited except as set forth herein.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 23 day of January 2004.

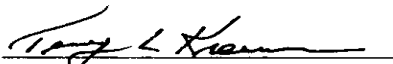
GRANTOR:

Wadman Investments,
A Utah Limited Partnership

By: 
V. Jay Wadman
Its General Partner

GRANTEE:

BT-OH, LLC,
A Delaware Limited Liability Company

By: 
Terry L. Kremer
Its Vice President

State of Utah)
County of Wasatch : ss

The foregoing instrument was acknowledged before me on this 26th day of January, 2004, by V. Jay Wadman, General Partner of Wadman Investments, a Utah limited partnership.

Laura L. Lunda
Notary Public



State of Georgia)
County of Fulton) : ss

The foregoing instrument was acknowledged before me on this 22nd day of January, 2004, by Terry L. Kremeier, Vice President of BT Property, LLC, a Delaware limited liability company.

Jean H. Rolin
Notary Public

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Notary Public, Fulton County, Georgia
My Commission Expires Mar. 5, 2006

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**EXHIBIT A
PROPERTY #1**

A PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 6 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE LOCATED NORTH 00DEG.02'00" EAST 578.96 FEET AND SOUTH 89DEG.02'00" EAST 33.00 FEET FROM THE INTERSECTION OF PENNSYLVANIA AVENUE AND KERSHAW STREET, SAID POINT DESCRIBED OF RECORD AS BEING LOCATED SOUTH 00DEG.22'18" WEST 1650.06 FEET ALONG THE WEST LINE OF SAID SECTION AND SOUTH 89DEG.37'42" EAST 33.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION; RUNNING THENCE NORTH 00DEG.2'00" EAST 284.50 FEET; THENCE SOUTH 89DEG.40'46" EAST 493.63 FEET; THENCE SOUTH 00DEG.02'00" WEST 40.00 FEET; THENCE SOUTH 89DEG.40'46" EAST 191.28 FEET; THENCE NORTH 50DEG.15'54" EAST 87.91 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 1000 WEST STREET (WADMAN DRIVE); THENCE SOUTH 34DEG.07'30" EAST 39.05 FEET ALONG SAID WESTERLY LINE; THENCE SOUTH 49DEG.21'35" WEST 173.03 FEET; THENCE NORTH 89DEG.42'49" WEST 25.54 FEET; THENCE SOUTH 08DEG.16'11" EAST 70.92 FEET; THENCE SOUTH 00DEG.02'00" WEST 106.13 FEET TO THE BACK OF THE EXISTING CURB AND GUTTER; THENCE NORTH 89DEG.02'00" WEST 627.95 FEET ALONG SAID BACK OF CURB AND GUTTER PROJECTION TO SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 00DEG.02'00" EAST 14.01 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. CONTAINING 4.41 ACRES.

14-038-0032-ABS-^T
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EXHIBIT B
EASEMENT PARCEL

A PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 6 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE INTERSECTION OF THE EXISTING BACK OF CURB AND GUTTER PROJECTION AND THE EAST RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE LOCATED NORTH 00°02'00" EAST 578.96 FEET AND SOUTH 89°02'00" EAST 33.00 FEET AND SOUTH 00°02'00" WEST 14.01 FEET FROM THE INTERSECTION OF PENNSYLVANIA AVENUE AND KERSHAW STREET, SAID POINT LOCATED SOUTH 00°02'00" WEST 14.01 FEET FROM A POINT DESCRIBED OF RECORD AS BEING LOCATED SOUTH 00°22'18" WEST 1650.06 FEET ALONG THE WEST LINE OF SAID SECTION AND SOUTH 89°37'42" EAST 33.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION; RUNNING THENCE SOUTH 89°02'00" EAST 852.50 FEET ALONG SAID BACK OF CURB AND GUTTER PROJECTION AND THEN BACK OF CURB AND GUTTER TO THE WEST RIGHT-OF-WAY LINE OF WADMAN DRIVE; THENCE SOUTH 00°58'00" WEST 36.70 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE PROJECTION OF THE BACK OF EXISTING CURB AND GUTTER; THENCE NORTH 89°02'00" WEST 851.90 FEET ALONG SAID BACK OF CURB AND GUTTER PROJECTION AND THEN BACK OF CURB AND GUTTER TO SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 00°02'00" EAST 36.70 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

14-038-0005, 0015 - ABS ONLY

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EXHIBIT C, PAGE 1
PROPERTY #2

A PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 6 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE EAST LINE OF PENNSYLVANIA AVENUE LOCATED NORTH 00°02'00" EAST 369.88 FEET AND SOUTH 89°02'00" EAST 33.00 FEET FROM THE INTERSECTION OF PENNSYLVANIA AVENUE AND KERSHAW STREET; RUNNING THENCE NORTH 00°02'00" EAST 158.37 FEET ALONG SAID EAST LINE TO THE PROJECTION OF THE BACK OF EXISTING CURB AND GUTTER; THENCE SOUTH 89°02'00" EAST 432.44 FEET ALONG SAID PROJECTION AND THEN BACK OF CURB AND GUTTER; THENCE SOUTH 00°02'00" WEST 158.37 FEET; THENCE NORTH 89°02'00" WEST 432.50 FEET TO THE POINT OF BEGINNING. CONTAINING 1.57 ACRES.

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EXHIBIT C, PAGE 2
PROPERTY #3

A PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 6 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF 1000 WEST (WADMAN DRIVE) AND THE NORTH LINE OF KERSHAW STREET, SAID POINT BEING SOUTH 89°02'00" EAST 876.29 FEET AND NORTH 00°58'00" EAST 35.00 FEET FROM THE INTERSECTION OF PENNSYLVANIA AVENUE AND KERSHAW STREET; RUNNING THENCE NORTH 89°02'00" WEST 303.52 FEET ALONG SAID NORTH LINE OF KERSHAW STREET; THENCE NORTH 00°29'37" WEST 493.34 FEET TO THE BACK OF THE EXISTING CURB AND GUTTER; THENCE SOUTH 89°02'00" EAST 316.09 FEET ALONG SAID CURB AND GUTTER TO THE WEST LINE OF SAID 1000 WEST; THENCE SOUTH 00°58'00" WEST 493.18 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING. CONTAINING 3.51 ACRES.

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EXHIBIT C, PAGE 3
PROPERTY #4

A PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 6 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.
BEGINNING AT A POINT LOCATED NORTH 00°02'00" EAST 578.96 FEET AND SOUTH 89°02'00" EAST 660.95 FEET FROM THE INTERSECTION OF PENNSYLVANIA AVENUE AND KERSHAW STREET, SAID POINT BEING 627.95 FEET SOUTH 89°02'00" EAST FROM A POINT DESCRIBED OF RECORD AS BEING LOCATED SOUTH 00°22'18" WEST 1650.06 FEET ALONG THE WEST LINE OF SAID SECTION AND SOUTH 89°37'42" EAST 33.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION ; RUNNING THENCE NORTH 00°02'00" EAST 92.12 FEET; THENCE NORTH 08°16'11" WEST 70.92 FEET; THENCE NORTH 89°42'49" EAST 25.54 FEET; THENCE NORTH 49°21'35" EAST 173.03 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF WADMAN DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; (1) SOUTH 34°07'30" EAST 53.43 FEET; (2) TO THE RIGHT ALONG THE ARC OF A 286.28 FOOT RADIUS CURVE, A DISTANCE OF 175.34 FEET, CHORD BEARS SOUTH 16°34'45" EAST 172.61 FEET; (3) SOUTH 00°58'00" WEST 83.28 FEET TO THE PROJECTION OF THE BACK OF THE EXISTING CURB AND GUTTER; THENCE NORTH 89°02'00" WEST 224.55 FEET ALONG SAID PROJECTION AND THEN BACK OF CURB AND GUTTER; THENCE NORTH 00°02'00" EAST 14.01 FEET TO THE POINT OF BEGINNING.
CONTAINING 1.18 ACRES.

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