

When recorded mail to:  
Gateway Technology Center  
3084 American Saddler  
Park City, Utah 84060  
Attn: Don Sanborn

ENT 55530:2000 PG 1 of 8  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2000 Jul 17 1:27 PM FEE 26.00 BY JW  
RECORDED FOR SECURITY TITLE AND ABSTRACT

### EASEMENT AGREEMENT

This Easement Agreement is made this        day of June, 2000, by Esnet Properties, L.C., a Utah limited liability company ("Esnet") in favor of Gateway Technology Center, L.L.C., a Utah limited liability company ("Gateway").

### R E C I T A L S

WHEREAS, Esnet is the record fee simple owner of certain real property located in Salt Lake County, Utah, which is more particularly described on Exhibit "A" attached hereto ("Esnet Property"), and

WHEREAS, Gateway is the owner of certain real property located in Salt Lake County, Utah, which adjoins the Esnet Property and is more particularly described on Exhibit "B" attached hereto ("Gateway Property"), and

WHEREAS, Esnet is willing to grant to Gateway an easement for ingress and egress over a portion of the Esnet Property in order to provide Gateway with access to 400 West Street, Lindon, Utah from the Gateway Property.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, Esnet and Gateway hereby covenant and agree as follows:

1. Esnet hereby grants to Gateway a perpetual easement, which shall benefit and be appurtenant to the Gateway Property, for ingress and egress for pedestrian and vehicular traffic and the installation, maintenance, repair and replacement of utilities and related purposes (the "Easement") over, along and across that portion of the Esnet Property which is particularly described on Exhibit "C" attached hereto (the "Easement Tract").

2. Esnet and Gateway agree to share equally any expenses related to the maintenance of the roadway located on the

(Continued)

LTC # 24575

Easement Tract including, but not limited to, snow removal, paving and landscaping. No such expense shall be incurred by either Esnet or Gateway without the prior consent of the other. Any expenses incurred in restoring the Easement Tract following the installation, repair or replacement of utilities which serve only Esnet or Gateway shall be borne by the party benefitted by the utility lines.

3. Neither Esnet nor Gateway shall, without the consent of the other, place any temporary or permanent barrier within the Easement Tract or otherwise restrict or block the Easement Tract in a manner which would hinder or impair the use of the Easement as described herein.

4. Except as herein provided, Esnet shall continue to enjoy the full use and benefit of the Esnet Easement Tract.

5. The covenants and conditions as well as the benefits and burdens set forth herein shall run with the title to the Esnet Property and the Gateway Property and shall bind the heirs, successors, assigns, lenders and purchasers of Esnet and Gateway.

6. In the event of a default in the terms of this Agreement, the party alleging a default shall be entitled to bring an action against the other party for injunctive relief, damages, or other relief and the party prevailing in such action shall be entitled to recover from the other party all costs and expenses of such suit, including reasonable attorneys' fees, whether such costs, expenses and attorneys' fees are incurred before or after judgment.

7. Any notice or demand to be given pursuant to the terms of this Agreement shall be in writing and personally served or sent by certified mail to the respective party at the following address:

Esnet: Esnet Properties, L.C.  
5152 N. Edgewood Dr. Suite 350  
Provo, Utah 84604

Gateway: Gateway Technology Center, LLC  
3084 American Saddler  
Park City, Utah 84060

8. This Agreement, including the Exhibits attached hereto,  
(Continued)

constitutes the entire agreement between the parties with respect to the Easement and the Easement Tract and supersedes in all respects any and all prior discussions as well as all prior understandings or agreements involving Esnet and Gateway, whether verbal or written, pertaining to the Easement and the Easement Tract.

Esnet Properties, L.C., a Utah limited liability company

By: *Daniel W. Campbell*  
Daniel W. Campbell, Manager

Gateway Technology Center, L.L.C., a Utah limited liability company

By: *Donald R. Sanborn*  
Donald R. Sanborn, Manager

STATE OF UTAH  
COUNTY OF SALT LAKE

On the 27<sup>th</sup> day of June, 2000, personally appeared before me Daniel W. Campbell, Manager of Esnet Properties, L.C., a Utah limited liability company, the signer of the within instrument who duly acknowledged to me that he executed the same for and on behalf of Esnet Properties, L.C., a Utah limited liability company as Manager therein.

*Cheryl Ivie*  
NOTARY PUBLIC

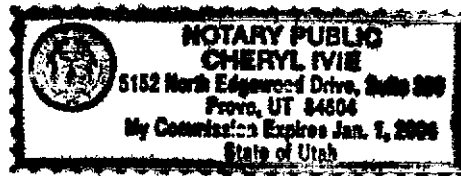
My commission expires:

Jan. 1, 2004

Residing at:

Provo, Utah

(Continued)



STATE OF UTAH )  
 ) ss.  
COUNTY OF )

On the 27<sup>th</sup> day of June, 2000, personally appeared before me Donald R. Sanborn, Manager of Gateway Technology Center, L.L.C., a Utah limited liability company, the signer of the within instrument who duly acknowledged to me that he executed the same for and on behalf of Gateway Technology Center, L.L.C., a Utah limited liability company as Manager therein.

*Cheryl Ivie*  
NOTARY PUBLIC

My commission expires:

Residing at:

*Jan. 1, 2004*

*Provo, Utah*

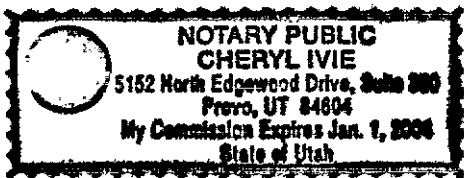


Exhibit "A"

Lot 1, Plat "A" Gateway Technology Center Subdivision,  
according to the Official Records of the Utah County Recorder.

Exhibit "B"

Lot 2, Plat "A" Gateway Technology Center II Subdivision, (A Revision of Gateway Technology Center "B"), according to the official plat thereof, filed October 1, 1999, as Entry No. 106960, Map Filing No. 8248, of the Official Records of the Utah County Recorder.

## EXHIBIT "C"

BEGINNING at a point on the westerly right-of-way line of 400 West Street; located South  $0^{\circ}09'34''$  East 28.50 feet from the Northeast corner of Lot 1, Plat "A", GATEWAY TECHNOLOGY CENTER Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder's Office; thence North  $89^{\circ}58'59''$  West 48.52 feet; thence North  $0^{\circ}07'39''$  West 28.50 feet to the south line of Lot 2, Plat "A", GATEWAY TECHNOLOGY CENTER II Subdivision; thence North  $89^{\circ}58'59''$  West along said Lot 2, 24.00 feet; thence South  $0^{\circ}07'39''$  East 28.50 feet; thence North  $89^{\circ}58'59''$  West 230.55 feet; thence North  $0^{\circ}07'39''$  West 28.50 feet to the south line of said Lot 2, Plat "A", GATEWAY TECHNOLOGY CENTER II Subdivision; thence North  $89^{\circ}58'59''$  West along said Lot 2, 24.00 feet; thence South  $0^{\circ}07'39''$  East 30.51 feet; thence South  $89^{\circ}32'25''$  West 46.11 feet; thence South  $1^{\circ}05'49''$  West 15.31 feet; thence South  $83^{\circ}26'00''$  West 15.67 feet to the east line of Lot 3, Plat "A", GATEWAY TECHNOLOGY CENTER II Subdivision, at the projection of a 24' access easement across said Lot 3 to 520 West Street; thence South  $0^{\circ}07'39''$  East 24.00 feet; thence North  $75^{\circ}00'00''$  East 75.26 feet; thence South  $89^{\circ}58'59''$  East 316.34 feet to the west line of 400 West Street; thence North  $0^{\circ}09'34''$  West along 400 West Street 24.00 feet to the point of BEGINNING.

+

RATIFICATION AND SUBORDINATION AGREEMENT

The undersigned is the Beneficiary named in that certain Deed of Trust dated September 28, 1998, and recorded October 6, 1998, wherein Bat Investments, L.C., a Utah limited liability company, now known as Eset Properties, L.C. is named as Trustor and Zions First National Bank is named as Trustee (the "Deed of Trust"). The Deed of Trust encumbers the Eset Property described in the Easement Agreement to which this Ratification and Subordination Agreement is attached.

For valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned hereby ratifies and accepts the terms of the Easement Agreement and subordinates its interest as Beneficiary under the terms of the Deed of Trust to the Easement Agreement with the result being that the Easement Agreement shall have priority over the Deed of Trust to the same degree and with the same effect as if the Easement Agreement had been executed and recorded prior to the execution and recordation of the Deed of Trust. A foreclosure of the Deed of Trust shall not extinguish or impair the existence or priority of the Easement Agreement.

Zions First National Bank

By: *Scott Colton*

The foregoing instrument was acknowledged before me this 25th day of June, 2000 by Scott Colton Vice President of Zions First National Bank

*Michelle N. Smith*

Commission expires: August 1, 2001

Residing: Hurricane, Utah

