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**NANCY WORKMAN**  
 RECORDER, SALT LAKE COUNTY, UTAH  
 LANDMARK TITLE  
 REC BY: B GRAY DEPUTY - WI

WHEN RECORDED, PLEASE RETURN TO:

Victor A. Taylor, Esq.  
 Kimball, Parr, Waddoups, Brown & Gee  
 185 South State Street, Suite 1300  
 Salt Lake City, Utah 84111

**AGREEMENT REGARDING ACCESS,  
 WITH REVOCABLE LICENSE**  
 [Wallnet Investments, L.C./Blue Cross and Blue Shield of Utah]

THIS AGREEMENT (this "Agreement") is entered into as of the 10<sup>th</sup> day of January, 1996, between WALLNET INVESTMENTS, L.C., a Utah limited liability company ("Wallnet"), whose address is 165 South Main Street, Suite 500, Salt Lake City, Utah 84111, and BLUE CROSS AND BLUE SHIELD OF UTAH, a Utah corporation ("Blue Cross"), whose address is 2455 Parley's Way, Salt Lake City, Utah 84109.

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Wallnet and Blue Cross agree as follows:

1. Definitions. As used in this Agreement, each of the following terms shall have the indicated meaning:

1.1 "Blue Cross Parcel" means certain real property located in Salt Lake County, Utah, described as follows:

Beginning at a point which is East along the North line of MILL HOLLOW ESTATES PLAT "F" SUBDIVISION 783.14 feet and North 0°10'47" East 12.50 feet from the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°10'47" East 190.04 feet; thence South 89°49'13" East 29.54 feet; thence North 0°10'47" East 283.28 feet to a point on a 835.00 foot radius curve to the left, the chord of which bears North 69°24'23" East; thence northeasterly along the arc of said curve and through a central angle of 28°39'18" a distance of 417.60 feet to a point of tangency; thence North 55°04'44" East 161.13 feet to a point of a 210.00 foot radius curve to the right, the chord of which bears South 81°12'57" East; thence easterly along the arc of said curve and through a central angle of 87°24'39" a distance of 320.38 feet to a point of tangency; thence South 37°30'37" East 388.28 feet to a point of a 330.00 foot radius curve to the left, the chord of which bears South 57°30'40" East; thence southeasterly along the arc of said curve and through a central angle of 40°00'07" a distance of 230.39 feet to a point of tangency; thence South 77°30'44" East 242.40 feet to the West right-of-way line of 3000 East Street; thence South 12°27'22" West along said West line 91.96 feet to the North line of the OVERLOOK AT OLD MILL SUBDIVISION, according to the official plat thereof recorded in Book "95-3P" of Plats at Page 59 in the Office of the Salt Lake County Recorder; thence North

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77°33'15" West along said North line 398.41 feet to a point of a 500.00 foot radius curve to the right, the chord of which bears North 73°27'44" West; thence northwesterly along the arc of said curve and North line and through a central angle of 8°11'01" a distance of 71.42 feet to a point of tangency; thence North 69°22'14" West along said North line 23.43 feet to a point of a 350.00 foot radius curve to the left, the chord of which bears North 79°51'37" West; thence northwesterly along said curve and North line and through a central angle of 20°58'39" a distance of 128.14 feet to a point of tangency; thence South 89°39'07" West along said North line 318.87 feet to the Northwest corner of the OVERLOOK AT OLD MILL SUBDIVISION; thence South 0°18'29" East along the West line of said subdivision 229.97 feet; thence West 558.00 feet to the point of beginning.

1.2 Common Roadway means the "Common Roadway," as defined in the Declaration of Easements, Covenants and Restrictions for the Cottonwood Corporate Center, dated January 8, 1996, and recorded on or about the date of this Agreement.

1.3 West Parcel means certain real property located in Salt Lake County, Utah, described as follows:

Beginning at a point which is East along the North line of MILL HOLLOW ESTATES PLAT "F" SUBDIVISION, 733.14 feet and North 0°10'47" East 12.50 feet from the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°10'47" East 240.20 feet; thence South 89°49'13" East 29.54 feet; thence North 0°10'47" East 229.15 feet to a point on a curve to the left, the radius point of which is North 2°49'23" West 835.00 feet; thence northeasterly along the arc of said curve and through a central angle of 3°26'35", 50.18 feet; thence South 0°10'47" West 283.28 feet; thence North 89°49'13" West 29.54 feet; thence South 0°10'47" West 190.04 feet; thence West 50.00 feet to the point of beginning.

2. Access. When the West Parcel is developed and improved, such development and improvement shall:

(a) include a curb cut providing vehicular ingress and egress to and from the Common Roadway, such curb cut to be within fifty (50) feet of the westerly boundary of the Blue Cross Parcel in a location designated or approved by Wallnet; and

(b) permit vehicular ingress and egress at some point along the easterly boundary of the West Parcel in a manner sufficient to permit vehicular traffic to access such curb cut from the Blue Cross Parcel and to access the Blue Cross Parcel from such curb cut.

3. License. Blue Cross shall have a license (the License), revocable on the commencement of the development and improvement of the West Parcel, for the installation and use of a temporary driveway, which may be constructed by Blue Cross, at its sole cost and expense, in a location designated by Wallnet on the West Parcel, for the sole purpose of providing access (but not parking) between the Blue Cross Parcel and the Common Roadway. The License:

(a) is not appurtenant to, and does not and shall not be deemed to benefit, burden or run with, any real property, and does not in any way or for any purpose constitute a right-of-way or easement;

(b) is a license in gross which is personal to Blue Cross only;

(c) may not be assigned, transferred, encumbered, pledged or hypothecated in any manner, either in whole or in part; and

(d) may be revoked and terminated by a unilateral written notice given by Wallnet to Blue Cross, certifying to Blue Cross that the development and improvement of the West Parcel is commencing, which notice may be recorded by Wallnet, in its sole discretion, in the official records of the Salt Lake County Recorder. Such notice, when given, shall be conclusive and binding for all purposes of this Paragraph 3, and shall absolutely and unconditionally terminate the License, which shall thereafter have no further force or effect whatsoever.

4. General Provisions. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. The breach of this Agreement shall not result in any forfeiture or reversion of title or of any other interest in any real property, and shall not defeat, impair or render invalid the lien of, or other rights under, any mortgage, deed of trust or similar instrument covering any real property.

WALLNET AND BLUE CROSS have executed this Agreement on the respective dates set forth below, to be effective as of the date first set forth above.

WALLNET:

WALLNET INVESTMENTS, L.C.,  
by its Manager and Members:

COTTONWOOD CORPORATE CENTER L.L.C.,  
a Utah limited liability company

By John L. West  
John L. West  
Manager

Date 1/10/96

[Cottonwood Corporate Center L.L.C. is the Manager  
and a Member of Wallnet Investments, L.C.]

ESNET, LTD.,  
a Utah limited partnership

By Daniel W. Campbell  
Daniel W. Campbell  
General Partner

Date 1-10-96

[EsNet, Ltd. is a Member of Wallnet Investments, L.C.]

BLUE CROSS:

BLUE CROSS AND BLUE SHIELD OF UTAH

Reviewed by  
Legal Dept.

By John

Its Chairman, President and CEO

Date 1/9/96

State of Utah  
County of Salt Lake

} ss.  
)

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of January, 1996, by John L. West, one of the Managers of Cottonwood Corporate Center L.L.C., the Manager and a Member of Wallnet Investments, L.C.

(Seal)

Jeffrey J. Jensen

Notary Public

My Commission Expires:

1-20-96

Residing at: SLC 84106



State of Utah )  
County of Salt Lake ) ss.

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of January, 1996, by Daniel W. Campbell, the general partner of Esnet, Ltd., a Member of Wallnet Investments, L.C.

(Seal)

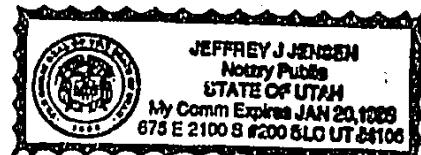
Jeffrey J. Jensen

Notary Public

My Commission Expires:

1-20-96

Residing at: SLC 84106



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January 6, 1996

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State of Utah )  
County of Salt Lake ) ss.  
)

The foregoing instrument was acknowledged before me this 9 day of January, 1996,  
by Ted M. Pitman the Chairman, President and CEO  
of Blue Cross and Blue Shield of Utah.



My Commission Expires:

Oct 14, 1996

Residing at:

2455 Parley's Way  
Salt Lake City, Ut 84109