

Utah Tech Center, LLC
4705 NE Shady Lane
Kansas City, MO 64119
c/o Richard Baier & Daniel Carr

RECIPROCAL EASEMENT AGREEMENT

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12/31/2002 02:50 PM 29.00
Book - 8713 Pg - 2654-2663
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: ROJ, DEPUTY - WI 10 p.

THIS AGREEMENT, ("Agreement") is made and entered into effective as of the 30th day of December, 2002, by and between UTAH TECH CENTER, LLC, a Missouri Limited Liability Company ("UTC"), and GSL UTAH PROPERTIES, LLC, a Utah limited liability company ("GSL"). UTC and GSL are sometimes hereinafter collectively referred to as the "Owners" and individually referred to as "Owner."

WHEREAS, Utah Tech Center is the owner in fee simple of certain real property located in the County of Salt Lake, State of Utah, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "UTC Property");

WHEREAS, GSL is the owner in fee simple of certain real property located in the County of Salt Lake, State of Utah, which is more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "GSL Property");

WHEREAS, the parties hereto wish to grant each to the other a perpetual, non-exclusive cross-easement for ingress and egress and utilities over and across the UTC Property and the GSL Property in accordance with the limitations set forth herein. The UTC Property and the GSL Property are sometimes hereinafter collectively referred to as the "Property."

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereto agree as follows:

1. Easements Granted.

1.1 Ingress and Egress.

(a) The Owners hereby declare, create and establish a perpetual nonexclusive joint and reciprocal easement for ingress and egress for vehicular and pedestrian purposes over and across the Driveway Areas (as hereafter defined) in the Property. Said easements will burden the particular parcel on which the Driveway Areas shall be located and shall be easements for the benefit and appurtenant to the other parcels contained in the Property. The Driveway Areas shall be for the benefit of, and useable by, the Owners and all persons claiming by or through them, and their successors and assigns, including all tenants of the Owners. This Driveway Area's easement is not intended and shall not be construed as a dedication for public use, and each Owner and all persons claiming by or through them shall refrain from any action that would cause such a dedication and shall take whatever steps may be necessary to avoid such a dedication.

(b) The term "Driveway Areas" herein shall mean those portions of the Property that constitute internal traffic circulation driveways from time to time on the Property together with the openings and access to Sandy Parkway and South Ridge Circle, all such Driveway Areas being legally described on Exhibit C attached hereto and incorporated herein by reference. The Driveway Areas shall specifically not include, however, any land which is used or reserved for permanent landscaping, permanent improvements or parking.

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(c) Except as provided in this Agreement, no party shall obstruct or permit the obstruction of any part of the Driveway Areas by the parking of vehicles or otherwise. No permanent structure shall be built or maintained, nor be permitted to be built or maintained, on any part of the Driveway Areas, except any reasonable and necessary items to effect the ingress-egress purposes described for the Driveway Areas herein such as light towers, utility poles, traffic or directional signs, drainage gates, or other similar structures.

1.2 Utilities.

(a) GSL grants to UTC a perpetual and non-exclusive easement to install, operate, repair, maintain and replace on, over, across and beneath the surface of the Driveway Areas located on the GSL Property all electric, water, sewer, storm water drainage, gas, telephone and other utilities and services, from time to time necessary or convenient to the use of the UTC Property and improvements, including but not limited to those utilities described in the plans prepared by Thomas Petersen Hammond Architects, dated 10-16-02 and revised as of 10-30-02, Project No. 02052 (the "Plans").

1.3 Easement Area Improvements.

(a) The property and improvements described above are hereinafter collectively referred to as the "Easement Area Improvements". The Owners further grant for the benefit of any other Owner the perpetual and non-exclusive easement over the Property for:

(i) Support and accommodation of the Easement Area Improvements;
and

(ii) Minor encroachments of Easement Area Improvements outside of the Driveway Area due to error in the engineering, surveying or construction of the Easement Area Improvements or any additions, modifications or replacements thereof.

2. Grant of Temporary Construction Easements. GSL grants to UTC, as an appurtenance to the UTC Property, the following temporary non-exclusive easements in, over, across and under the GSL Property to further the construction of the Easement Area Improvements:

(a) An easement to enter onto and inspect portions of GSL Property near the Driveway Area and take measurements, make surveys, borings, tests, and perform any other activities related to the design and planning of the Easement Area Improvements;

(b) An easement to enter onto and pass and repass over the GSL Property to supervise and inspect construction of the Easement Area Improvements;

(c) An easement to store fill-in materials, and park vehicles and equipment, on the GSL Property in connection with the construction of the Easement Area Improvements; and

(d) An easement for access, by vehicle or on foot, on, over and across the GSL Property from adjoining lands or public roads to all portions of the Driveway Areas to the extent reasonably necessary in the exercise of the foregoing easements or the construction of the Easement Area Improvements.

The temporary easements granted shall terminate and have no further force and effect upon completion of construction of the Easement Area Improvements.

3. Construction of Easement Area Improvements.

UTC shall be solely responsible for the construction of the Easement Area Improvements in accordance with the Plans at its sole cost and expense. Construction of the Easement Area Improvements shall be undertaken in a good and workmanlike manner using materials of good quality in accordance with all laws, ordinances, codes, regulations and rules of governmental authorities. Construction of the Easement Area Improvements, once commenced, shall, subject to force majeure, be prosecuted continuously to completion.

4. Maintenance.

4.1 Maintenance. The Owners, and any and all subsequent owners of all or part of the Property, shall at their own expense keep their own Driveway Areas in good condition and repair. Each Owner of any portion of the Property shall be responsible for the total cost of such maintenance and repair for that portion of the Driveway Areas located on their portion of the Property. The maintenance and repair obligation shall include both structural and operational maintenance, including but not limited to snow and ice removal, sweeping, cleaning, paving, striping and repair, and maintenance and replacement of any lighting erected thereon, and any attributable insurance, taxes or special assessments with respect to the Driveway Areas shall be the sole responsibility of the Owner of the applicable portion of the Property. Notwithstanding the foregoing, if any Owner of a portion of the Property or any person for whom it is responsible, shall cause any damage to the Driveway Areas (other than ordinary wear and tear), the Owner responsible shall pay for any repairs or replacements necessary to restore or replace the damaged portion of the Driveway Areas or if any party fails to maintain that portion of the Driveway Area located on their parcel, upon prior written notice, any other Owner benefiting from this Agreement shall be entitled to enter upon the defaulting party's parcel and conduct such maintenance and repairs as are required in order to permit the continuing use of the Driveway Areas as contemplated by this Agreement.

4.2 Maintenance of Insurance. The Owners and their respective tenants, if applicable, shall maintain liability insurance on their operations with respect to their respective Property and their use of the Driveway Areas.

5. Construction Indemnity. In connection with the installation, use, operation, repair, replacement or maintenance of Easement Area Improvements, UTC shall:

(a) Indemnify and save GSL harmless of and from all loss, costs, damage and expense, including reasonable attorney fees and expenses, incurred by GSL as a result of any lien or claim for labor or materials furnished in connection with the Easement Area Improvements or with respect to any injury or death to any person or persons or damage to property which arises as a result of and during the construction of the Easement Area Improvements by UTC.

6. Notice. Any notice as required or permitted hereunder shall be given in writing and shall be given in writing and shall be deemed duly given forty-eight (48) hours after mailing by certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) GSL
GSL Utah Properties, LLC
8540 Sandy Parkway
Sandy, Utah 84070

Facsimile: (801) 565-0099

(b) UTC
Utah Tech Center, LLC
c/o Richard D. Baier and Daniel K. Carr
4705 Northeast Shady Lane
Kansas City, Missouri 64199

Facsimile: (816) 968-5890

(c) The above notice address for either party may be changed and a new address designated for such party upon written notice duly delivered by the party seeking to change its notice address to the party to whom such change of notice address is being charged.

7. Miscellaneous.

7.1 Covenants Running with the Land. The easements herein granted and created shall be covenants, easements and restrictions running with the land and shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and assigns, including without limitation, all subsequent owners of the Property.

7.2 Recordation. This Agreement shall be recorded in the Office of the County Recorder for Salt Lake County, Utah at the sole cost and expense of UTC.

7.3 Remedies for Breach. If any party having the benefit or burden of this Agreement shall fail to comply with or violate any of the provisions of this Agreement, then any other party entitled to the benefit of such provision may institute such actions or proceedings as may be appropriate and permissible, including actions and proceedings to compel specific performance and damages, expenses and costs.

7.4 Waiver. No waiver of any breach of this Agreement shall be implied from any omissions to take any action in respect of such breach, whether or not such breach continues or is repeated. No express waiver of any breach will affect any breach or cover any period of time other than the breach and period of time specified in such express waiver. One or more waivers of any breach in the performance of any term, provision, covenant or agreement contained in this Agreement shall not be deemed to be a waiver of any subsequent breach in the performance of the same term, provision, covenant or agreement or any other term, provision, covenant or agreement contained in this Agreement.

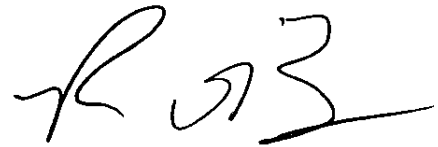
7.5 Relationship of Parties. The Owners from time to time will have the relationship of grantor and grantee only, and shall not be deemed to be partners, co-venturers,

principals or agents of each other or otherwise in any manner associated.

- 7.6 Further Assurances. Recognizing that requirements may arise in connection with the design, construction and financing of the Easement Area Improvements to be constructed, all of which cannot now be anticipated in full, the Owners, and all parties consenting to and joining in the execution of this Agreement, agree, for themselves and their successors, grantees and assigns, to execute and deliver, without delay, such other or further instruments (including, when, as a result of the design or construction, the easements required shall have been more particularly defined, instruments modifying the easements hereby granted) as may be reasonably requested by UTC or its lender with respect to the construction of the Easement Area Improvements, so long as such other and additional agreements are consistent with the terms and provisions hereof, do not impose material additional obligations on GSL, and are in furtherance of the intent and purpose of this Agreement.
- 7.7 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute one in the same agreement.
- 7.8 Severability. If any portion of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable under applicable law, the remainder of this Agreement, or the application of such provision to other persons or circumstances, shall not be effected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 7.9 Third-Party Beneficiaries. It is understood that tenants of Owners may be considered third-party beneficiaries of the rights and duties of the Owners set forth herein and, as such, shall have the right to enforce the obligations against non-complying Owners.
- 7.10 Applicable Law. This Agreement shall be governed and construed by the laws of the State of Utah
- 7.11 Rule Against Perpetuities. To the extent, and only to the extent, that rights and easements contained in this Agreement are determined to be subject to the rule against perpetuities, or to the operation of any rule relative to restraints on alienation and the limitation thereof, or to any other rule limiting the enforceability or validity of the rights and easements hereby granted, such rights and easements shall be of force and effect only during the maximum period during which any such rules would not render the same invalid or unenforceable. Where the lives of persons are the measuring standard for the application of such rules, such lives shall be of the individuals signing this Agreement and their spouses, and the issue of such persons living at the date of this Agreement. Consistent therewith, as of the date of this Agreement, to the extent that rights and easements in this Agreement should be determined to be subject to any such rules, the same shall be of force and effect only during the period which ends 21 years (or such longer period as may hereafter be allowed by law) following the last to die of those persons referred to above and the issue now living of such persons, and thereafter, shall be of no further force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

UTAH TECH CENTER, LLC

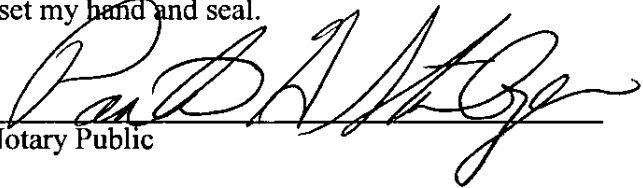


By: _____
Name: Richard D. Baier
Title: Authorized Member

STATE OF Kansas)
COUNTY OF Johnson) ss

On this 30th day of December, 2002, before me, a notary public, personally appeared Richard D. Baier, who being by me duly sworn, did say that he is an authorized member of Utah Tech Center, LLC, a Missouri limited liability company, and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and seal.



Notary Public

My commission expires:
7/22/06

PAULA G. STALZER
Notary Public - State of Kansas
My Appt. Expires 7/22/06

GSL UTAH PROPERTIES, LLC,

By: *Craig L. Traft*
Name: *CRAIG L. TRAF*
Title: *Managing Member*

STATE OF *Utah*)
COUNTY OF *Salt Lake*) ss

On this *30th* day of December, 2002, before me, a notary public, personally appeared *Craig L. Traft*, who being by me duly sworn, did say that *HE* is a member of GSL Utah Properties, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.

MANAGING →

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Ann E. Baker
Notary Public

My commission expires:
April 5, 2004

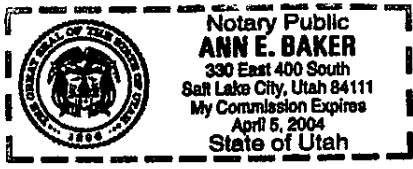


EXHIBIT A

(Legal Description of Utah Tech Center Property)

Lot 2, SANDY TECHNOLOGY CENTER, a subdivision in the County of Salt Lake,
State of Utah.

Tax Parcel # 27-01-101-034-0000

EXHIBIT B

(Legal Description of GSL Property)

Lots 1, 3 and 4 of SANDY TECHNOLOGY CENTER, a subdivision in the County of Salt Lake, State of Utah.

EXHIBIT C

(Legal Description of Easement Area)

A 30.00 foot easement for ingress & egress described as follows:

Beginning at a point being South 0°13'50" West 133.27 feet along the section line and South 89°46'10" East 1404.15 feet from the Northwest Corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running; thence West 72.22 feet; thence North 67°11'08" West 79.89 feet; thence West 352.79 feet; thence North 0°02'24" West 222.50 feet; thence Northeasterly 68.79 feet along the arc of a 60.00 foot radius curve to the right,(center bears North 89°57'36" East and the long chord bears North 32°48'13" East 65.08 feet with a central angle of 65°41'13"); thence North 65°38'49" East 65.90 feet; thence Northeasterly 34.39 feet along the arc of a 30.00 foot radius curve to the left,(center bears North 24°21'11" West and the long chord bears North 32°48'13" East 32.54 feet with a central angle of 65°41'13"); thence North 0°02'24" West 143.46 feet; thence South 78°35'24" West 15.24 feet; thence North 89°57'46" West 431.93 feet; thence Northwesterly 92.58 feet along the arc of a 60.00 foot radius curve to the right,(center bears North 0°02'14" East and the long chord bears North 45°45'24" West 83.67 feet with a central angle of 88°24'43"); thence North 1°33'03" West 505.09 feet; thence Northwesterly 26.30 feet along the arc of a 100.50 foot radius curve to the left,(center bears South 88°26'57" West and the long chord bears North 9°02'55" West 26.23 feet with a central angle of 14°59'45"); thence North 16°32'48" West 97.63 feet; thence Northeasterly 48.79 feet along the arc of a 60.00 foot radius curve to the right,(center bears North 73°27'12" East and the long chord bears North 6°44'48" East 47.45 feet with a central angle of 46°35'12"); thence North 30°02'24" East 7.71 feet to the south line of Sandy Parkway; thence South 59°57'35" East 30.00 feet along the south line of said Sandy Parkway; thence South 30°02'24" West 7.71 feet; thence Southwesterly 24.39 feet along the arc of a 30.00 foot radius curve to the left,(center bears South 59°57'36" East and the long chord bears South 6°44'48" West 23.73 feet with a central angle of 46°35'12"); thence South 16°32'48" East 97.63 feet; thence Southeasterly 34.16 feet along the arc of a 130.50 foot radius curve to the right,(center bears South 73°27'12" West and the long chord bears South 9°02'55" East 34.06 feet with a central angle of 14°59'45"); thence South 1°33'03" East 505.09 feet; thence Southeasterly 46.29 feet along the arc of a 30.00 foot radius curve to the left,(center bears North 88°26'57" East and the long chord bears South 45°45'24" East 41.83 feet with a central angle of 88°24'43"); thence South 89°57'46" East 428.92 feet; thence North 78°35'24" East 44.75 feet; thence South 11°24'36" East 30.00 feet; thence South 78°35'24" West 1.92 feet; thence South 0°02'24" East 149.50 feet; thence Southwesterly 68.79 feet along the arc of a 60.00 foot radius curve to the right,(center bears South 89°57'36" West and the long chord bears South 32°48'13" West 65.08 feet with a central angle of 65°41'13"); thence South 65°38'49" West 65.90 feet; thence Southwesterly 34.39 feet along the arc of a 30.00 foot radius curve to the left,(center bears South 24°21'11" East and the long chord bears South 32°48'13" West 32.54 feet with a central angle of 65°41'13"); thence South 0°02'24" East 192.51 feet; thence East 328.87 feet; thence South 67°11'08" East 79.89 feet; thence East 59.26 feet to the west line of Sandy Parkway; thence South 12°57'35" East 30.78 feet along the west line of said Sandy Parkway to the point of beginning.