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DECLARATION AND RESTATEMENT OF
RECIPROCAL EASEMENTS, COVENANTS AND
RESTRICTIONS

for

SANDY TECHNOLOGY CENTER

Dated as of March 10, 2004

BK 8956 PG 6837

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DECLARATION AND RESTATEMENT OF RECIPROCAL EASEMENTS, COVENANTS AND RESTRICTIONS

THIS DECLARATION AND RESTATEMENT OF RECIPROCAL EASEMENTS, COVENANTS AND RESTRICTIONS (this "Declaration") is executed as of the 10 day of ~~February~~ ^{March}, 2004 by GSL Utah Properties, LLC, a Utah limited liability company (a "Declarant" and an "Owner"), 8540 South Sandy Parkway, Sandy, Utah 84070, Utah Tech Center, LLC, a Missouri limited liability company (a "Declarant" and an "Owner"), 4705 Northeast Shady Lane, Kansas City, Missouri, Sandy Technology Center I, LLC, a Utah limited liability company (a "Declarant" and an "Owner"), 8540 South Sandy Parkway, Sandy, Utah 84070; and Computer Marketing Corporation, a Utah corporation, 2450 East Fort Union Boulevard, Salt Lake City, Utah 84121 (a "Declarant"). Declarants are sometimes individually and collectively referred to herein as "Declarant."

WHEREAS, GSL Utah Properties, LLC is the owner in fee simple of certain parcels of real property located in Salt Lake County, state of Utah, more particularly described as Lots 3 and 4, Sandy Technology Center, according to the official plat thereof in the records of the Salt Lake County Recorder; and

WHEREAS, Utah Tech Center, LLC is the owner in fee simple of certain real property located in Salt Lake County, state of Utah, more particularly described as Lot 2, Sandy Technology Center, according to the official plat thereof in the records of the Salt Lake County Recorder; and

WHEREAS, Sandy Technology Center, LLC is the owner in fee simple of certain real property located in Salt Lake County, state of Utah, more particularly described as Lot 1, Sandy Technology Center, according to the official plat thereof in the records of the Salt Lake County Recorder; and

WHEREAS, Computer Marketing Corporation had entered into a Real Property Purchase Agreement dated the 21st day of November, 2003 with GSL Utah Properties, LLC for the purchase and sale of the real property located in Salt Lake County, state of Utah, more particularly described as Lot 4, Sandy Technology Center, according to the official plat thereof in the records of the Salt Lake County Recorder; and

WHEREAS, GSL Utah Properties, LLC and Utah Tech Center, LLC entered into that certain Reciprocal Easement Agreement dated December 30, 2002 and recorded with the Salt Lake County Recorder at Book 8713, Pages 2654-2663, Instrument No. 8478404; and

WHEREAS, it has become necessary to reconfigure and change the driveway areas in the

Sandy Technology Center and to establish common driveway areas different from those described in the Reciprocal Easement Agreement; and

WHEREAS, other third parties have, or will, become Owners of lots in the Sandy Technology Center; and

WHEREAS, the parties hereto each desire and intend to modify and supercede the 12/30/02 Reciprocal Easement Agreement, to extinguish the reciprocal easements created therein, and to simultaneously create and grant to the other parties herein a perpetual, non-exclusive cross-easement for ingress and egress and utilities over and across their respective lots in the subdivision (on the Common Driveway Areas as defined herein) and to provide for the orderly and harmonious use, development, maintenance and improvement of the common roadway areas of the development in a first-class manner for the mutual benefit of all the owners and occupants of the Sandy Technology Center.

NOW THEREFORE, IN CONSIDERATION of the mutual benefits to be derived from this Declaration, the parties herein defined as Declarant hereby agree and declare as follows:

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

1.1. "Buildings" means all buildings located in the Development at any time which are intended for permanent use or occupancy, including the area directly below such buildings, all projections and extensions of, and additions to, such buildings and all areas used exclusively by the occupants of such buildings, including, without limitation, trash enclosures, ramps, docks, outside storage areas and signage affixed to the outside of such buildings. "Building" means any of the Buildings.

1.2. "Common Driveway Area" means those portions of the Owner's Parcels and the Development being legally described on Exhibit A attached hereto and incorporated herein by this reference. The Common Driveway Areas include the Common Utility Facilities located within the Common Driveway Area. The Common Driveway Areas will be initially constructed and improved by Utah Tech Center, LLC in accordance with the Plans referenced in Section 3.5 below. The Common Driveway Areas replace the easements and Driveway Areas referenced in the 12/30/02 Reciprocal Easement Agreement.

1.3. "Common Driveway Expense Percentage" for any particular Parcel is calculated as follows: (a) divide the Gross Lot Area of the Parcel concerned by the total Gross Lot Area of all Parcels; (b) multiply the resulting quotient by 100; and (c) express the resulting product as a percentage. For the first thirty-six (36) months after recording of this Declaration, or until a Completed Building is located on a Parcel, whichever shall first occur, only fifty percent (50%) of the Gross Lot Area shall be used in calculating the Common Driveway Expense

Percentage for such Parcel and for determining the Gross Lot Area for all Parcels. After the expiration of thirty-six (36) months after recording of this Declaration, each Parcel Owner's Common Driveway Expense Percentage and the Gross Lot Area of all Parcels shall be calculated as provided in the first sentence of this Section 1.3 regardless of whether a Completed Building is located on the Parcel. The Common Driveway Expense Percentages of the Parcels shall be adjusted from time to time by written notice given by the Manager to each Owner as of the date on which a Completed Buildings is located on any Parcel.

1.4. "Common Driveway Expenses" means the following:

(a) reasonable costs, expenses, fees and other amounts (including appropriate reasonable reserves which are part of approved budgets) paid or incurred by the Manager in connection with the improvement (excluding the initial improvement and development), operation, management, maintenance and repair of the Common Driveway Area, including without limitation the Common Utility Facilities, and the performance of the Manager's duties and rights under Sections 4 or 5 or any other provision of this Declaration, including, without limitation, all reasonable costs, expenses, fees and other amounts (including, without limitation, those which are properly capitalized under generally accepted accounting principles) relating to utilities, cleaning, sweeping, ice, snow and rubbish removal, resurfacing, restriping, replacing damaged or worn-out Improvements, including without limitation the Common Utility Facilities, located on the Common Driveway Area, insurance, licenses and permits, and supplies necessary to perform any of the foregoing;

(b) managerial, clerical and overhead costs, expenses, fees and other amounts, all of which shall be deemed to be equal to fifteen percent (15%) of the total of all other Common Driveway Expenses; and

(c) Common Driveway Expenses due but not paid to the Manager, which are determined by the Manager not to be legally or practicably recoverable after the Manager has exercised its best reasonable efforts to collect the same from the responsible Owner and has determined that all reasonable remedies for collection have been exhausted, including the filing and enforcement of the lien described in Section 5.4, if appropriate, together with all interest on, and costs and attorneys' fees incurred in connection with, such unpaid Common Driveway Expenses; provided, however, that if such unpaid Common Driveway Expenses are later received by the Manager from or on behalf of the responsible Owner, any amounts previously paid by any other Owners pursuant to the preceding portion of this sentence shall be refunded pro rata to such other Owners.

1.5 "Common Driveway Expense Share" means the product obtained by multiplying the Common Driveway Expenses for the relevant period by the Common Driveway Expense Percentage for the Parcel concerned.

1.6. "Common Utility Facilities" Means all pipes, lines, wires, conduits and

related facilities and improvements for electricity, natural gas, other fuels or power sources, telephone, data, video, telecommunication and similar uses, sewer, storm drainage (including retention ponds) and all types of water that are intended, designed and used for the benefit of the Common Driveway Area or which benefit and serve all Parcels in the Development. The Common Utility Facilities shall be used for the purposes set forth in Section 3.2 and, subject to reimbursement by the Owners in accordance with Section 5, shall be maintained by the Manager pursuant to Section 4.

1.7. "Completed Building" means a Building as of the date either of the following has first occurred; (a) a certificate of occupancy has first been issued for all or a portion of such Building by the appropriate governmental authority, or (b) all or a portion of such Building is first used or occupied.

1.8. "Development" means the Sandy Technology Center according to the official plat thereof, as amended from time to time, in the records of the Salt Lake County Recorder, and includes the Parcels and any real property defined as an additional part of the Development in any amendment to this Declaration executed and recorded pursuant to Section 13, together with all Improvements located on the Parcels or such additional real property.

1.9. "Development Guidelines" means the standards, requirements and restrictions which may be adopted from time to time by the Owners pursuant to Section 2.5.

1.10. "Gross Lot Area" shall mean the gross square foot area contained within the boundaries of a Parcel, as shown on the final plat of subdivision or lot line adjustment of record in the office of the Salt Lake County Recorder establishing such Parcel. No deduction shall be made for public utility easements, private streets, parking areas on the Parcel, or any other easement or restriction on use.

1.11. "Improvements" means all Buildings, Common Utility Facilities, Landscaping, parking areas, roads, driveways, walkways, curbs, gutters, medians, flower boxes, sidewalks, trails, exterior lighting, fences, walls, signs, utility systems and facilities and other improvements located on the realty concerned. "Improvement" means any of the Improvements.

1.12. "Landscaping" means all lawn, flowers, ground cover, shrubbery, trees, ponds, fountains, gardens, or similar, improvements.

1.13. "Majority of the Owners" means the Owners holding a majority of the aggregate Common Driveway Expense Percentages.

1.14. "Manager" means GSL Utah Properties, LLC, for the first year following execution and recording of this Declaration, so long as it is an Owner of a Parcel; and, thereafter, such Owner(s) or their representative(s) as may be appointed by a Majority of the Owners. For purposes of electing a Manager, each Owner shall be entitled to one vote per Parcel owned by

such Owner.

1.15. **“Mortgage”** means a mortgage or a deed of trust recorded in the Official records.

1.16. **“Mortgagee”** means a mortgagee under a mortgage or the beneficiary under a deed of trust recorded in the Official Records.

1.17. **“Official Records”** means the official record of the Salt Lake County, Utah, Recorder.

1.18. **“Owner”** Means the fee owner of record in the Official Records of the Parcel concerned. If any Parcel has more than one Owner, the term Owner shall include all such Owners and the liability of each such Owner under this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a Mortgage, the term “Owner” shall not mean a Mortgagee unless and until such Mortgagee has acquired title to the realty concerned pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure.

1.19. **“Parcels”** means the legally subdivided lots of land located in Salt Lake County, Utah, described as follows:

All of Lots 1 through 4, Sandy Technology Center, according to the official plat thereof, recorded in the Office of the Salt Lake County Recorder, Utah.

together with all Improvements on such land, and any real property defined as an additional Parcel or as an additional part of any Parcel in an amendment to this Declaration executed and recorded pursuant to Section 13. “Parcel” means any of the Parcels.

1.20. **“Qualified Mortgage”** a Mortgagee of which Manager and each Owner has been given written notice, including such Mortgagee’s name and address.

1.21. **“Taxes”** means all taxes, assessments, charges and fees imposed, assessed or levied by any governmental or other public authority on or against the realty concerned.

1.22. **“12/30/02 Reciprocal Easement Agreement”** means that certain Reciprocal Easement Agreement dated December 30, 2002 and recorded with the Salt Lake County Recorder at Book 8713, Pages 2654-2663, Instrument No. 8478404.

2. Improvements.

2.1. **Manager Approval.** Except for maintenance and repair of the Common Driveway Area done by the Manager in accordance with this Declaration, no excavation, grading or similar work in the Development shall be commenced, no Improvement in the Development

shall be constructed or installed, and no alteration, refurbishing or repainting of the exterior of any Improvement shall be performed, unless and until complete plans (including, without limitation, exterior elevations and exterior building materials, colors and signage) have first been submitted to, and approved in writing by, the Manager, such approval not to be unreasonably delayed or withheld. The Manager may (but is not obligated to) use a committee approach for such review. Such plan submission and approval requirements shall not apply to repairs or alterations which do not (a) affect the size or the external design or appearance of a pre-existing Improvement, (b) change the permitted use, or (c) change the then-existing parking ratio. In determining whether to approve or disapprove plans submitted, the Manager shall use its reasonable, good faith judgment to assure that all Improvements are of good quality and sound construction, functionally harmonize with existing surroundings and Improvements and comply with the other requirements of this Declaration and Development Guidelines. The fact that Improvements comply with applicable zoning and other laws shall not necessarily mean that such Improvements will be permissible under this Declaration. Any plans submitted to the Manager shall be approved or disapproved by the Manager in writing within thirty (30) days after submission. If the Manager fails to take any action within such period, the Manager shall be deemed to have approved the material submitted; provided, however, that to the extent that such material contemplates a variance from the requirements of this Declaration or of the Development Guidelines, the failure of the Manager to timely take action shall be deemed a disapproval of such material. Any disapproval of such material by the Manager shall be in writing and shall be accompanied by a reasonably detailed explanation for such disapproval.

If any Owner does not commence construction within one (1) year after obtaining the requisite approval by the Manager (or such longer period as the Manager may determine during such one year period) and diligently pursue completion, except for force majeure events, the approval by Manager shall be deemed null and void and the Owner shall be required to again seek the approval of the Manager before pursuing such work.

Review or approval by the Manager of any plans shall be solely for the benefit of all Owners and the Development, and shall not be deemed to be or to result in any warranty, representation or conclusion by the Manager relative to the technical adequacy of such plans or the quality, safety, soundness or compliance with applicable law of the Improvements described by such plans. The Manager shall not be liable for damages by reason of any action, inaction, approval or disapproval by the Manager with respect to any request made pursuant to this Declaration so long as such action, inaction, approval, disapproval did not occur as a result of the Manager's bad faith conduct, gross negligence or willful misconduct.

2.2. Use. No part of the Development may be occupied for any use which violates any applicable law, ordinance, rule or regulation or which is inconsistent with this Declaration. Buildings shall be used only for commercial purposes, including, without limitation, all uses allowed by the applicable Sandy City zoning ordinances, except those prohibited by Section 9. At the time of initial construction, all Buildings shall be:

(a) first-class buildings designed for office, retail store, office/warehouse and light industrial assembly and manufacturing building, eating establishment or other commercial use of the type and quality typically found in first-class, high-quality commercial developments;

(b) constructed in such manner as to be architecturally and aesthetically compatible with all other then-existing Buildings;

(c) constructed and operated in such a manner as will preserve the fire insurance rating on any other then-existing Buildings; and

(d) constructed in compliance with all applicable state, county and municipal subdivision, building, zoning, sign and other laws, ordinances, rules and regulations.

(e) if any legal requirements conflict with the requirements of this Declaration, the higher or more restrictive standard shall control.

(f) no Owner may apply for a variance or exception from any applicable requirement of Sandy City zoning ordinances without the prior written consent of the other Owners.

(g) All signs to be erected on any Parcel within the Development shall be for identification purposes only and shall be located and be of a design and material permitted by applicable laws and regulations. Advertising signs (as opposed to identification signs) shall not be permitted; except that temporary signs shall be permitted during construction and when a Parcel is offered for sale or lease for the purpose of identifying the future occupant of the Parcel or Building or the leasing or sales agent.

(h) Any outside refuse bins, storage (including materials and equipment), transformers, generators and other above ground utility facilities, and equipment permitted under applicable regulations shall be screened from public view and from the view of any adjacent or surrounding Parcels.

(i) No parking shall be permitted on the Common Driveway Areas. No boats, disabled vehicles, trailers or recreational vehicles may be stored in areas that are within view of other Parcels or public or private roads serving other Parcels.

(j) No goods, material, refuse, equipment, storage tanks, or storage or refuse containers shall be kept or stored in the open or exposed to public view, or to the view from any Buildings located on adjacent or surrounding Parcels unless permitted by applicable regulations and approved by the Manager.

Notwithstanding the provisions of this Declaration, any lawful use permitted under the

presently existing lease involving Parcel 2, between Utah Tech Center, LLC, as lessor, and the United States of America by and through its agent, the General Services Administration, as lessee, shall be permitted upon such Parcel 2 for the present term of the Lease and any extension thereof and shall not be deemed a violation of this Declaration.

2.3. Construction. Prior to or in conjunction with the construction and completion of any Building, related Landscaping and Vehicular and Pedestrian Areas on such Parcel shall be constructed by the Owner of the Building concerned in accordance with this Declaration. Vehicular and Pedestrian Areas shall be surfaced with asphalt or concrete, shall be adequately striped or otherwise marked and shall be graded and constructed in such a way as to ensure adequate and proper water drainage. After initial improvement and development of any Landscaping, Vehicular and Pedestrian Areas by an Owner on a Parcel, the same shall not be demolished, removed or altered in any material respect without the prior written approval of the Manager, such approval not to be unreasonably withheld.

In connection with the initial construction of a building on a Parcel, the Owner of such Parcel shall include a provision in its construction contract requiring its contractor to exercise reasonable efforts to direct construction related traffic to the South Ridge Circle entrance to the Development to the extent practicable.

In connection with construction activities upon a Parcel, the Owner of such Parcel shall, at its sole cost and expense, repair any damage (to the extent in excess of normal wear and tear from ordinary business and commercial traffic) to improvements located upon the Common Driveway Areas to the extent caused by such construction activities.

2.4. Maintenance. Each Owner shall maintain in good and attractive order, condition and repair all Improvements, including without limitation all Landscaping and Vehicular and Pedestrian Areas situated on such Owner's Parcel. No provision of this Declaration shall be construed to mean that any Improvement cannot be razed or removed at any time or must be restored or reconstructed if damaged or destroyed. However, if an owner razes or removes any Improvement or if any Improvement is damaged or destroyed, within a reasonable time after such occurrence the Owner of the Parcel on which such Improvement is or was located shall either cause such Improvement to be replaced or restored or cause all debris to be removed and the site of such Improvement to be left in a level, clean and sightly condition pending construction of another Improvement.

2.5. Development Guidelines. The Owners may by majority vote (each Owner having one vote for each Parcel owned) adopt and promulgate (and may from time to time as necessary or appropriate, modify), and shall furnish to any interested party on written request, such Development Guidelines as may be reasonably necessary or appropriate, in the reasonable judgment of the Owners, to amplify or make more detailed any restrictions or requirements contained in this Declaration for Improvements, to advise interested parties of the standards and policies which will be applied in reviewing plans for proposed Improvements and to establish

appropriate procedural rules with respect to the submissions of plans for approval. Notwithstanding the provisions of this Declaration, the improvements ~~and uses~~ currently in place on a Parcel, or approved by GSL Utah Properties, LLC or the Manager as of the date of recording of this Declaration by all the parties defined herein as Declarant, are deemed approved and not a violation of this Declaration.

3. Common Driveway Area Easements.

3.1 Access Easement. The Declarant and 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 Common Driveway Areas (as defined herein) in the Development. Said easements will burden the particular Parcel on which the Common Driveways Areas shall be located and shall be easements for the benefit and appurtenant to the other parcels contained in the Development. The Common 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 Common Driveway Area 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. The Common Driveway Area easement shall be an appurtenant easement to the benefitted Parcels and not an easement in-gross. The Owners further agree to and grant an easement on their Parcels for the placement and maintenance of traffic regulation signs as may be reasonably necessary for the operation of the Common Driveway Areas, subject to the reasonable approval of the Owner of the Parcel to be burdened by such signage.

3.2 Replacement of 12/30/02 Reciprocal Easement Agreement Easements:

The Declarant and Owners agree and acknowledge that the 12/30/02 Reciprocal Easement Agreement, including without limitation the provisions regarding easements and maintenance of driveway areas, and all easements created in the 12/30/02 Reciprocal Easement Agreement outside the easements created herein, are extinguished and superceded by this Declaration.

3.3. Utility Easement. Each Parcel shall have appurtenant thereto and be benefitted by, and the Common Driveway Area shall be subject to and be burdened by, a perpetual, nonexclusive right-of-way and easement for the laying, construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of underground utility pipes, lines, wires, conduits and related facilities (including, without limitation, any underground Common Utility Facilities and, whether or not the same are part of the Common Utility Facilities, underground pipes, lines, wires, conduits and related telecommunication and similar uses, sewer, storm drainage and all types of water) under, through and across the Common Driveway Area from time to time necessary or convenient to the use of such Parcel and any Buildings, Improvements, Landscaping thereon. Prior to installation, the location of such pipes, lines, wires, conduits and related facilities must be approved by the Owner of the Parcel which will be burdened by such right-of-way and easement, such approval

not to be unreasonably delayed or withheld. If the right provided for in this Section 3.3 is exercised, the Owner intended to be served by the easement concerned shall pay the cost involved with such exercise and, at such Owner's sole cost, restore to their previous condition any Improvements which may be damaged as a result of such exercise. Each utility pipe, line, wire, conduit and related facility located in the Development shall be located underground to the extent reasonably possible, except for overhead electrical service at the rear of the Buildings.

3.4 No Obstruction. No Owner shall permit to be constructed or placed on any portion of the Common Driveway Area any fence, wall, barricade or other obstruction, whether temporary or permanent in nature, which materially limits or impairs vehicular and pedestrian traffic over any part of the Development, or shall otherwise obstruct or interfere with the free flow of traffic over any part of the Development, or shall otherwise obstruct or interfere with the free flow of such traffic, except as may be reasonably necessary or appropriate during periods that construction activities are ongoing or to the extent that the Manager reasonably deems it necessary to do so temporarily to prevent a public dedication of, or the accrual of any rights of the public in, the Common Driveway Area. Any obstruction or interference permitted under this Section 3.4 shall be done in a manner reasonably calculated to minimize its impact on businesses in the Development.

3.5 Initial Construction of Improvements on Common Driveway Area and Common Utility Facilities. Utah Tech Center, LLC ("UTC") shall be solely responsible for the construction of the Improvements on those portions of the Common Driveway Area, including the Common Utility Facilities, all as shown on the construction plans prepared by Thomas Petersen Hammond Architects, dated 10-16-02 and revised as of 10-30-02, Project No. 02052 (the "Plans") and in accordance with the Plans, at the sole cost and expense of UTC. Any remaining Common Driveway Areas not constructed by UTC shall be constructed by GSL Utah Properties, LLC at its sole cost and expense. Construction of such Improvements and Common Utility Facilities 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, once commenced, shall, subject to force majeure, be prosecuted continuously to completion.

(a) Temporary Construction Easements. Declarant grants to UTC, as an appurtenance to the Parcel owned by UTC, and to GSL Utah Properties, LLC, the following temporary non-exclusive easements in, over, across and under the Parcels owned by Declarant to further the construction of the Improvements in the Common Driveway Area:

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

(ii) An easement to enter onto and pass and repass over the

Declarant's Parcels to supervise and inspect construction of the Improvements in the Common Driveway Area;

(iii) An easement to store fill-in materials, and park vehicles and equipment, on the Declarant's Parcels not having a Completed Building located on such Parcel, in connection with the construction of the Improvements in the Driveway Area; and

(iv) An easement for access, by vehicle or on foot, on, over and across the Declarant's Parcels from adjoining lands or public roads to all portions of the Common Driveway Area to the extent reasonably necessary in the exercise of the foregoing temporary easements or the construction of the Improvements in the Common Driveway Area.

The temporary easements granted shall terminate and have no further force and effect upon completion of construction of the Improvements in the Common Driveway Area, and in no event later than December 1, 2004.

(b) Construction Indemnity. In connection with the installation, use, operation, repair, replacement or maintenance of the Common Driveway Area, UTC shall indemnify and save each Owner harmless of and from all loss, costs, damage and expense, including reasonable attorney fees and expenses, incurred by any Owner as a result of any lien or claim for labor or materials furnished in connection with the construction of the Improvements in those portions of the Common Driveway Area constructed by UTC 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 Improvements in the Common Driveway Area by UTC.

In connection with the construction, installation, use, operation, repair, replacement or maintenance of the Improvements in the Common Driveway Area, GSL Utah Properties, LLC ("GSL") shall indemnify and save each Owner harmless of and from all loss, costs, damage and expense, including reasonable attorney fees and expenses, incurred by such Owner as a result of any lien or claim for labor or materials furnished in connection with the Improvements in the Common Driveway Area or with respect to any injury or death to any person or persons or damage to property or interfere with business operations or construction on a Parcel which arises as a result of and in connection with the construction of the Improvements in the Common Driveway Area by GSL.

4. Manager's Duties Regarding Common Driveway Area.

4.1. Generally. The Manager shall timely perform or cause to be performed (for example, through contractors or subcontractors, including affiliates of the Manager (only if approved in advance and in writing by all Owners)) the duties set forth in this Section 4, for which the Manager shall be reimbursed in accordance with this Declaration. All reasonable costs, expenses, fees and other amounts incurred or payable by the Manager (within approved budgets and excluding therefrom, managerial, clerical, and overhead costs, expenses, fees, and

other amounts, which are compensated pursuant to Section 1.4(b) hereof) in connection with the duties set forth in this Section 4, whether or not such costs, expenses, fees or other amounts are properly capitalized under generally accepted accounting principles, are part of the Common Driveway Expenses payable by the Owners under Section 5. The Manager shall have no obligation to perform, and no liability for failure to perform, any obligation set forth in this Declaration, the cost of which is to be reimbursed (in whole or in part) by the Owners, if the funds to pay for such obligation are not timely received by the Manager pursuant to this Declaration; provided, however, that any delay in performance by Manager for reason of funds not being timely provided to Manager shall be promptly identified in written notice of non-performance to all Owners.

4.2. Maintenance of Common Driveway Area. After the Common Driveway Area and Common Utility Facilities are initially improved and developed, the Manager shall keep the Common Driveway Area and Common Utility Facilities in a reasonably clean, orderly and usable condition and in a good state of maintenance and repair, consistent with a first-class commercial development (except that as regards the Common Utility Facilities, the Manager shall be obligated to accomplish the foregoing only to the extent that such matters are not the responsibility of or accomplished by the respective utility companies involved). The foregoing shall include, without limitation, maintenance, repair and replacement, as necessary and appropriate, of all Improvements located on the Common Driveway Area (other than utilities or Improvements which benefit less than all Parcels), including, without limitation, maintaining, repairing and replacing asphalt, curb and gutter, traffic medians and keeping the Common Driveway Area reasonably free of snow, ice and rubbish.

4.3. Insurance on Common Driveway Area. The Manager shall maintain commercial general liability insurance insuring all Owners and such other persons who hold a leasehold estate or other interest in any Parcel and who are designated as a named insured in a writing delivered to the Manager by the Owner of such Parcel, as their respective interests may appear, against all claims for bodily injury, death or property damage occurring on the Common Driveway Area. Such insurance shall be carried with a company having a rating of not less than A-7 in the most recent issue of Best's Key Rating Guide, Property-Casualty and shall afford at least the coverage provided by a "combined single limit" of not less than \$1,000,000 per occurrence, and not less than \$2,000,000 in the aggregate, for bodily injury, death and property damage, which may be increased by the Manager in its reasonable discretion from time to time.

4.4. Damage of Common Driveway Area. If all or any part of the Common Driveway Area is damaged or destroyed through casualty, the Manager shall, as soon as reasonably possible, rebuild and restore the same to substantially the same condition as existed prior to the damage or destruction concerned. Prior to such rebuilding and restoration, each Owner shall, within thirty (30) days after notice of the amount due, contribute an amount equal to the product obtained by multiplying the Common Driveway Expense Percentage of such Owner by the projected cost of such rebuilding and 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 Owner shall be made on completion of such rebuilding or restoration. Alternatively, the Manager may collect the actual or projected cost of such rebuilding or restoration following commencement or completion of such rebuilding or restoration.

4.5. Condemnation of Common Driveway Area. If all or any part of the Common Driveway Area is taken through condemnation or is conveyed to a condemning authority under threat of condemnation, the entire condemnation award or proceeds shall be paid to the Owner(s) of such land. The Owner(s) of such condemned land shall, as soon as reasonably possible, restore the Improvements in the remaining Common Driveway Area in compliance with all applicable laws, ordinances, rules and regulations; provided, however, that such Owner's obligation to make such improvement shall be limited to the amount of the condemnation award received by such Owner. 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 Driveway Expenses. Any condemnation award or proceeds for the Improvements remaining after such restoration shall be distributed to each Owner on the basis of such Owner's Common Driveway Expense Percentage.

4.6. Default of Manager. If the Manager fails to perform any obligation under this Section 4 and such failure continues for a period of thirty (30) days after written notice of such failure is given to the Manager by any Owner or Qualified Mortgagee, 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 Owner or Qualified Mortgagee giving such notice may, on written notice to the Manager and each other Owner, perform such obligation in the stead of the Manager or call for a vote of the Owners for removal of the Manager and election of a new Manager. The Manager (if an Owner) may not vote in such election and the determination of the removal of the Manager and the election of a replacement Manager shall be by a majority vote of the Owners, excluding the vote of the Owner who is the Manager being removed. Such Owner or Qualified Mortgagee shall be reimbursed for such performance by all Owners in accordance with each Owner's Common Driveway Expense Percentage in the same manner as if such obligation had been performed by the Manager.

5. Common Driveway Expenses.

5.1. Budget. At least annually, the Manager shall submit to each Owner a proposed budget for the Common Driveway Expenses for the following year. No Owner shall unreasonably withhold or delay its approval of such budget. Each Owner shall give the Manager written notice of its approval or disapproval of such budget within thirty (30) days after receipt. If any Owner fails to give such notice within such thirty (30) day period, such Owner shall be deemed to have approved such budget. Any disapproval of such budget shall be accompanied by a reasonably detailed explanation for such disapproval. If a Majority of the Owners approve or are deemed to have approved such budget, such budget shall be deemed to be approved. If a

Majority of the Owners do not approve or are not deemed to have approved such budget, the Manager and all disapproving Owners shall reasonably cooperate to address and resolve the reasons for such disapproval as soon as reasonably possible so as to arrive at a budget which is approved or deemed approved by a Majority of the Owners. Whenever a budget is revised as a result of owner disapproval, the Manager shall submit such revised budget to each Owner, and the foregoing process shall be repeated, having the same time periods for approval and disapproval.

5.2. Collection. The Manager is expressly authorized by each Owner to incur all costs, expenses, fees and other amounts included within the definition of "Common Driveway Expenses" set forth in Section 1 (which actual amounts are part of and do not exceed approved budgets), and each Owner shall contribute such Owner's Common Driveway Expense Share in the manner described in this Section 5. The Manager shall make reasonable, good faith efforts to collect from each Owner such Owner's Common Driveway Expense Share and may, at its option, do either of the following: (a) invoice each Owner for such Owner's Common Driveway Expense Share on a monthly, quarterly or other periodic basis as the actual amount of the Common Driveway Expense Share becomes known (in which event the Common Driveway Expense Share shall be due and payable within thirty (30) days after the delivery of such invoice); or (b) invoice each Owner in advance based on the Manager's reasonable estimate (not to exceed approved budget amounts) of the Common Driveway Expense Share for the period concerned which estimate shall be provided to each Owner at least annually. If the Manager adopts the second alternative, each Owner shall pay such Owner's Common Driveway Expense Share 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 Owner with a reasonably detailed final statement of the actual amount of such Owner's Common Driveway Expense Share for such calendar year. If such final statement reveals that the monthly installments made by an Owner aggregate less than such Owner's Common Driveway Expense Share for such calendar year, such Owner shall pay the amount owing to the Manager within thirty (30) days after such final statement is furnished. If such final statement reveals that an Owner's payments aggregate more than such Owner's Common Driveway Expense Share for such calendar year, the excess amount shall, at the option of the Manager, either be returned to such Owner or be applied by the Manager to amounts next due from such Owner under this Section 5. Any amount required to be paid under this Section 5 which is not timely paid shall accrue interest on and after the date due until paid in full, before and after judgement, 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 Driveway Expenses shall be open to examination and audit by any Owner on at least ten (10) days' prior written notice to the Manager.

5.3. Default. If any Owner fails to perform any obligation under this Declaration and such failure continues for a period of thirty (30) days after written notice of such failure is given to such Owner by the Manager, or if the performance of such obligation would reasonably require more than thirty (30) days, if such Owner fails to commence such performance within such thirty (30) day period or thereafter diligently prosecute such performance to completion, the Manager may, on written notice to such Owner, perform such obligation in the stead of such Owner, or exercise any other right or remedy existing at law or in equity. The Manager shall be reimbursed by such Owner on demand for all costs and expenses (including attorneys' fees) incurred in connection with such default by such Owner or performance by Manager, with interest on such costs and expenses, both before and after judgment, at the rate or eighteen percent (18%) annum.

5.4. Lien. If not paid when due, the amounts payable under this Section 5 and any other amounts payable to the manager under this Declaration may be secured by a lien against the delinquent Owner's Parcel. Such lien shall be evidenced by a notice of lien recorded by the Manager in the Official Records. The lien shall only become effective upon such recording. A copy of such notice of lien shall be given to the delinquent Owner and any Mortgagee holding a Mortgage covering such Owner's Parcel within ten (10) days following recordation. Such notice of lien shall set forth the unpaid amount, the date such amount was due, the name of such Owner and description of the property subject to be foreclosed in the same manner as is provided under applicable law for the foreclosure of mortgages covering real property, and shall be subject and subordinate to (a) each Mortgage recorded at or prior to the time such notice of lien is recorded, (b) this Declaration, (c) each (recorded or unrecorded) utility right-of-way and easement existing at the time such notice of lien is recorded, (d) the interests of each tenant under each lease (whether recorded or unrecorded) existing at the time such notice of lien is recorded, and (e) the lien for general taxes and other governmental assessments, but shall be prior and superior to all other interests, whether recorded or unrecorded at the time such notice of lien is recorded.

5.5. Certain Obligations and Rights. The obligations of each Manager and Owner under Section 5.2. and all other provisions of this Declaration are the personal obligations of such Manager and Owner and may be enforced by the Manager or, on written notice to the Manager and each Owner, by any other Owner. No Owner or Manager may avoid or diminish the personal nature of such obligations by waiver of the use and enjoyment of the Common Driveway Area, by abandonment of such Owner's Parcel or any Improvements on such Owner's Parcel or by waiver of any of the services or amenities provided for in this Declaration. Suit to recover a money judgment for any amount due may be maintained without foreclosing or waiving the lien described in Section 5.4. The remedies provided herein shall not be limited by a "one action rule" or other similar statutory provision regarding foreclosure of mortgages.

If any party having the benefit or burden of this Declaration shall fail to comply with or shall violate any of the provisions of this Declaration, then any other Owner 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.

All remedies set forth in this Section 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 Declaration and to compel by decree specific performance, it being agreed that the remedy at law for any breach may be inadequate.

6. Taxes. Each Owner shall pay, prior to delinquency, all Taxes on such Owner's Parcel, unless the collection of such Taxes and any sale or forfeiture of such Parcel for nonpayment of such Taxes is prevented or suspended through appropriate legal proceedings.

7. Insurance. Each Owner shall maintain commercial general liability insurance providing coverage against bodily injury, death and property damage occurring, or by reason of activities, on or about the Development. Such insurance shall be carried with a responsible company, shall afford at least the coverage provided by a "combined single limit" of not less than \$1,000,000 per occurrence, and not less than \$2,000,000 in the aggregate, for bodily injury, death and property damage. With the prior written approval of the Manager, any Owner may comply with the requirements of this Section by the purchase of blanket coverage, and may elect such deductible provisions as are consistent with good business practices. Each Owner shall, on request, furnish the Manager with a certificate issued by its insurer evidencing that insurance is in force which complies with the requirements of this Section.

8. Indemnification. Each Owner shall indemnify, defend and hold harmless the Manager and each other Owner from and against all losses, damages, claims, causes of action, demands, obligations, suits, controversies, costs, expenses (including, without limitation, litigation expenses and attorneys' fees, whether incurred with or without the filing of suit, on appeal or otherwise), liabilities, judgements and liens, of whatever kind or character, which are caused by the indemnifying Owner, including, without limitation, those caused by the use, deposit, storage, disposal, transportation or release of any hazardous substances, hazardous wastes, pollutants or contaminants on any part of the Development by (a) the indemnifying Owner, (b) any person leasing or occupying the Parcel owned by the indemnifying Owner

9. Prohibited Uses. The following uses are prohibited in the Development:

- 9.1. a manufacturing facility having noxious odors or sounds or excessive vehicular traffic;
- 9.2. a dry cleaners with on-premises cleaning;
- 9.3. a coin operated laundry;
- 9.4. a thrift store or liquidation outlet;

- 9.5. concrete manufacturing;
- 9.6. a recycling collection station or processing center;
- 9.7. an establishment having nude or semi-nude dancing, entertainment or service providers or any other sexually oriented business;
- 9.8. a facility for the sale or display of pornographic or sexually explicit material, such as adult theaters or adult bookstores, as determined by community standards for the area in which the Development is located;
- 9.9. rock, sand or gravel storage or distribution;
- 9.10. an agricultural use;
- 9.11. a flea market;
- 9.12. an animal pound, kennel or veterinary office;
- 9.13. automobile salvage or recycling;
- 9.14. an off-track betting parlor;
- 9.15. a carnival, amusement park or circus;
- 9.16. a poultry farm or processing plant;
- 9.17. raising fur-bearing animals;
- 9.18. a sewer treatment plant;
- 9.19. a slaughterhouse;
- 9.20. a solid waste transfer station;
- 9.21. a stockyard;
- 9.22. automobile or truck repair;
- 9.23. tire distribution;
- 9.24. a blacksmith shop;

9.25. a gas station;

9.26. heavy equipment rental, sale or service; or

9.27. a facility for any use which is illegal.

10. Title and Mortgage Protection. Except as set forth in Section 5.4, breach of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in any part of the Development, and shall not defeat, impair or render invalid the lien of, or other rights under, any Mortgage covering any part of the Development.

11. Mortgagee Protection.

11.1. Obligations of Mortgagee. Unless and until it enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure, any Mortgagee interested under any Mortgage affecting any part of the Development shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, this Declaration (other than those provisions, if any, concerning a consent to be given by a Mortgagee, if a Mortgagee's failure to give such consent is wrongful).

11.2. Notices; Right to Cure. Any Owner or Manager, on delivering to any other Owner or Manager any notice, demand or other communication pursuant to the provisions of this Declaration, shall at the same time deliver by certified mail, return receipt requested, copies of such notice to each by such other Owner or such Qualified Mortgagee. Although otherwise effective with respect to the Owner receiving such notice, no notice delivered to any Owner shall affect any rights or remedies of any Qualified Mortgagee unless a copy of such notice has been delivered to such Qualified Mortgagee in accordance with the immediately preceding sentence. Each Qualified Mortgagee shall have the right to remedy a default, or cause the same to be remedied within the time allowed to the defaulting Owner plus, in the case of monetary defaults, an addition fifteen (15) days and, in the case of non-monetary defaults, an additional thirty (30) days; provided, however, that if a non-monetary default reasonably requires more than thirty (30) days to cure, each Qualified Mortgagee shall have the right to remedy such default if such Qualified Mortgagee commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

11.3. Performance. Each Qualified Mortgagee shall have the right to act for and in the place of the Owner of the Parcel covered by its Mortgage, to the extent permitted by the applicable Mortgage or otherwise agreed to by such Owner in writing. Any Owner shall accept performance by or on behalf of any Qualified Mortgagee as if the same had been performed by the other Owner. Such acceptance shall not create any additional rights as against such Owner in such Qualified Mortgagee, nor shall such Qualified Mortgagee be subrogated to any interest or right of such Owner, except as provided in an agreement between such Owner and its Qualified Mortgagee.

11.4. Recognition. On request, the Manager agrees to execute, acknowledge and deliver to any Qualified Mortgagee an instrument prepared by the Qualified Mortgagee concerned acknowledging that such Qualified Mortgagee is a "Qualified Mortgagee" entitled to the benefits of this Section 11.

11.5. Estoppel. The Manager shall, within fifteen (15) days after the request of any Owner, execute and deliver to the requesting Owner an estoppel certificate in favor of the requesting Owner and such other persons as the requesting Owner shall designate setting forth the following:

(a) that, to the knowledge of the Manager, such Owner is not in default under this Declaration or, in the alternative, that such Owner is in default under this Declaration, setting forth in reasonable detail the nature of such default;

(b) that, to the knowledge of the Manager, this Declaration is in full force and effect and has not been modified or amended, except as may be set forth in such estoppel certificate;

(c) any reasonably requested information regarding Common Driveway Expenses and liens recorded pursuant to Section 5.4, to the extent that the Common Driveway Expenses and such liens relate to such Owner's Parcel; and

(d) such other information as the requesting Owner may reasonably request.

The requesting Owner's Mortgagees and purchasers shall be entitled to rely on any estoppel certificate executed by the Manager pursuant to this Section 11.5.

11.6. No Unrecorded Mortgages. Each of the Owners represent and warrant that there are no mortgages on their respective Parcels except as set forth on Exhibit "B" attached hereto.

12. Covenants to Run with Land. Each provision of this Declaration shall constitute a covenant running with the land, and shall be binding on and shall inure to the benefit of each Owner and their respective successors and assigns, all of which persons may enforce any obligation created by this Declaration. This Declaration shall be binding on each part of the Development and all interests in any part of the Development shall be subject to this Declaration. The interests in and rights concerning any portion of the Parcels held by or vested in Declarant or any other person on or after the date of this Declaration shall be subject and subordinate to this Declaration, and this Declaration shall be prior and superior to such interests and rights. Any person acquiring any interest in or occupying any part of the Development shall, upon and by virtue of such interest or occupancy, agree to be bound by this Declaration. However, no person shall have any right or liability under this Declaration as an Owner until such person becomes an

Owner. No person shall have liability under this Declaration as an Owner for any acts committed prior to the time such person became an Owner.

13. Amendment.

13.1 Requisite Parties. This Declaration may be amended only by an instrument recorded in the Official Records, executed by the Manager and each Owner, except as follows:

(a) any amendment to this Declaration which divides Lot 3 into two or more Parcels of not less than one acre each only needs to be executed by the Manager and the Owner of the Parcel concerned, and shall set forth the new metes and bounds descriptions of such Parcels. Provided, however, in the event the Manager desires to create a lot smaller than one (1) acre from that portion of Parcel 3 abutting the Sandy Parkway, Manager may do so if such lot abutting Sandy Parkway is deleted from the Development and enjoys no rights or interests under this Declaration.

(b) any amendment to this Declaration which changes the descriptions of two or more Parcels only needs to be executed by the Manager and each Owner of such Parcels, and shall set forth the new metes and bounds descriptions of such Parcels.

13.2. No Other Person Required. Unless it is a required party to the amendment concerned under Section 13.1, no other person (including, without limitation, any person holding an interest in or occupying any Parcel, whether as a tenant under a lease or otherwise) needs to execute such amendment in order to make such amendment in all respects effective, valid, binding, and enforceable; provided, however, that no amendment to this Declaration shall affect the rights of any Mortgagee holding a Mortgage which constitutes a lien on the realty directly involved in such amendment (if such lien is recorded prior to the recordation of such amendment) unless such Mortgagee consents to such amendment in writing.

14. Attorneys' Fees. If any action is brought because of a default under or to enforce or interpret this Declaration, in addition to the relief to which such party is entitled, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorneys fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

15. Release On Transfer. On and after the date an Owner transfers (other than merely for purposes of security) or is otherwise divested of such Owner's ownership interest in any Parcel, such Owner shall be relieved of all liabilities and obligations under this Declaration related to such Parcel, except for such liabilities or obligations as may have accrued as of the date of such transfer or divestiture. The obligations of UTC and GSL under Section 3.5, if not earlier performed, shall survive transfer of their respective interests in the Development.

16. No Merger. The easements, covenants, restrictions and other provisions contained

in this Declaration shall remain in full force and effect despite the fact that all or a part of the development may be owned by the same person from time to time, it being the intention of Declarant to create a common scheme for the development and operation of the Development which will not be terminated by the doctrine of merger or otherwise, unless this declaration is terminated in accordance with Section 19.

17. Force Majeure. The Manager and any Owner or other person obligated under this Declaration shall be excused from performing any obligation set forth in this Declaration, except the payment of money, for so long as (but only for so long as) the performance of such obligation is prevented or delayed by an act of god, weather, avalanche, fire, earthquake, flood, explosion, act of the elements, war, invasion, insurrection, riot, malicious mischief, vandalism, larceny, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, order of government or civil defense authorities or any other cause reasonably beyond the control of the Manager, the Owner or other person prevented or delayed.

18. Certain Agreements. The purpose of this Declaration is to create certain easements, covenants, restrictions and other provisions which are to apply among the Parcels and which are to define and govern the rights and obligations as between those persons interested in a given Parcel, on the one hand, and those persons interested in other Parcels, on the other. Accordingly, this Declaration shall not alter any agreements which allocate rights and obligations of persons having an interest in the same Parcel among such persons or third parties, but such agreements shall not limit the liability or obligation of any person under this Declaration.

19. Effective Dates and Duration. This Declaration and any amendment to this Declaration shall take effect as of the date on which it is recorded in the Official Records. This Declaration shall remain effective until terminated and extinguished by an instrument recorded in the Official Records and executed by each Owner of the Development and the Mortgagee under each Mortgage then affecting the Development or any Parcel.

20. Notices. Any notice or demand to be given by the Manager to any Owner or by any Owner to the Manager or another Owner shall be given in writing by personal service telecopy (provided that a hard copy of any such notice has been dispatched by one of the other means for giving notice within twenty-four (24) hours after telecopying), express mail, Federal Express, DHL or any other similar form of nationally recognized courier or delivery service, or mailing in the United States mail, postage prepaid, certified and return receipt requested, and addressed to such Owner at the address set forth for such Owner as follows:

20.1 GSL Utah Properties, LLC
c/o Lance Capell and Craig Taft
8540 Sandy Parkway
Sandy, Utah 84070
Facsimile: (801) 565-0099

20.2 Utah Tech Center, LLC
c/o Richard D. Baier and Daniel K. Carr
4717 Grand Ave., Suite 500
Kansas City, Missouri 64112

Facsimile: (816) 968-5890

20.3 Sandy Technology Center I, LLC
c/o Craig Taft and John Tebbs
8540 Sandy Parkway
Sandy, Utah 84070

Facsimile: (801) 565-0099

20.4 Computer Marketing Corporation
Attention: Todd Lewis
2450 East Fort Union Boulevard
Salt Lake City, Utah 84121

Any Owner may change the address at which it desires to receive notice on written notice of such change to the Manager and each other Owner. Any notice or demand given under this Declaration shall be deemed to have been given and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

At such time as an Owner may transfer (or encumber) its Parcel so as to create a new Owner (or Mortgagee), the transferor or transferee (or Mortgagee may) deliver a written notice to the Manager and all other Owners specifying such transferee's (or Mortgagee's) address for notice purposes and the real property owned (or encumbered) by said transferee Owner (or Mortgagee). Until such time as such notice is delivered, the transferor shall be deemed to be the agent of such transferee Owner (or Mortgagee) for notice purposes hereunder.

21. Interpretation. This Declaration shall inure to the benefit of, and shall be binding on, Declarant, each Owner and their successors and assigns. Titles and headings of sections of this Declaration are for convenience of reference only and shall not affect the construction of any provision of this Declaration. This Declaration shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Declaration shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Declaration. Except as otherwise provided in this Declaration, no remedy

provided in this Declaration shall be exclusive of any other remedy at law or in equity (whether existing on or created after the date of this Declaration), and all remedies under this Declaration may be exercised concurrently, independently or successively from time to time. The failure on the part of any person to promptly enforce any right under this Declaration shall not operate as a waiver of such right, and the waiver of any default shall not constitute a waiver of any subsequent or other default.

22. Miscellaneous Provisions.

22.1 Waiver. No waiver of any breach of this Declaration 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 Declaration 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 Declaration.

22.2 Relationship of Parties. The Manager and Owners from time to time will have the relationship of grantor and grantee only, and shall not be deemed to be partners, co-venturers, principles or agents of each other or otherwise in any manner associated.

22.3 Counterparts. This Declaration may be executed in multiple counterparts, each of which shall constitute one in the same agreement.

22.4 Severability. If any portion of this Declaration or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable under applicable law, the remainder of this Declaration, or the application of such provision to other persons or circumstances, shall not be affected thereby, and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

22.5 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.

22.6 Rule Against Perpetuities. To the extent, and only to the extent, that rights and easements contained in this Declaration 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 Declaration and their spouses, and the issue of such persons

living at the date of this Declaration. Consistent therewith, as of the date of this Declaration, to the extent that rights and easements in this Declaration 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.

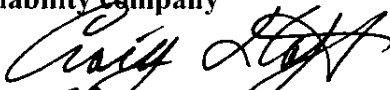
22.7 Priority of Declaration. Declarant agrees that (i) the interests in and rights concerning each part of the Development held by or vested in any person on or after the date of this Declaration shall be subject and subordinate to the arrangement provided for in this Declaration, and (ii) the arrangement provided for in this Declaration shall be prior and superior to such interests and rights, as may be necessary to effectuate all of the provisions set forth in this Declaration.

This Declaration may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one in the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties. Counterparts may be delivered by facsimile and facsimile signatures shall constitute and be treated the same as an original signature.

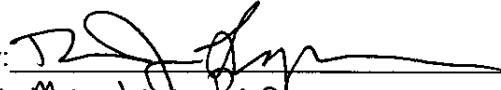
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SIGNATURES FOLLOW**

DECLARANT AND OWNERS have executed this Declaration on the respective dates set forth below, to be effective as of the date first set forth above.

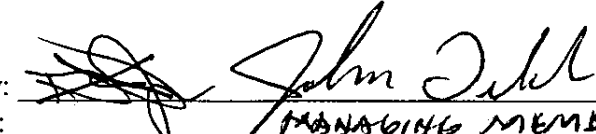
DECLARANT AND OWNER:
GSL UTAH PROPERTIES, LLC, a Utah limited liability company

By: 
Its: CRAG L. TAFT
Date: MANAGING MEMBER
3/10/04

DECLARANT AND OWNER:
UTAH TECH CENTER, LLC, a Missouri limited liability company

By: 
Its: Member Rep
Date: 3-16-04

^A SANDY ~~UTAH~~ TECHNOLOGY CENTER I, LLC, a Utah limited liability company

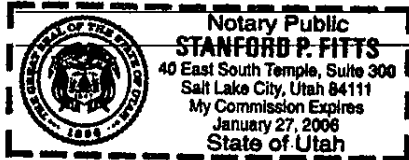
By: 
Its: MANAGING MEMBER
Date: 3/11/04

DECLARANT:
COMPUTER MARKETING CORPORATION, a Utah corporation

By: _____
Its: _____
Date: _____

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

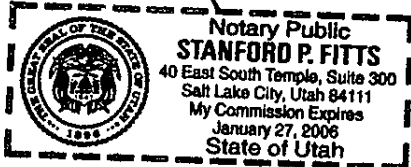
The foregoing instrument was acknowledge before me this 10 day of March, 2004, by Craig L. Taft, the Managing Member of GSL Utah Properties, LLC, a Utah limited liability company.



[Signature]
Notary Public

STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

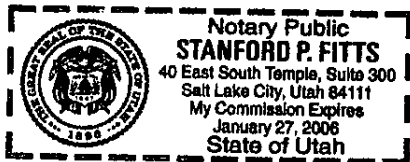
The foregoing instrument was acknowledge before me this 10 day of March, 2004, by Bruce Lyman, the Member Rep of Utah Tech Center LLC, a Missouri limited liability company.



[Signature]
Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledge before me this 11 day of March, 2004, by [Redacted] Adam Tebbes, the Managing Member of Sandy Technology Center LLC, a Utah limited liability company.



[Signature]
Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledge before me this ___ day of _____, _____, by _____, the _____ of Computer Marketing Corporation, a Utah corporation.

Notary Public

DECLARANT AND OWNERS have executed this Declaration on the respective dates set forth below, to be effective as of the date first set forth above.

**DECLARANT AND OWNER:
GSL UTAH PROPERTIES, LLC, a Utah limited
liability company**

By: _____
Its: _____
Date: _____


**DECLARANT AND OWNER:
UTAH TECH CENTER, LLC, a Missouri limited
liability company**

By: _____
Its: _____
Date: _____

**DECLARANT AND OWNER:
UTAH TECHNOLOGY CENTER I, LLC, a Utah
limited liability company**

By: _____
Its: _____
Date: _____

**DECLARANT AND OWNER:
COMPUTER MARKETING CORPORATION, a
Utah corporation**

By:  _____
Its: President _____
Date: 9 Mar 2004 _____

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledge before me this ___ day of _____, _____, by _____, the _____ of GSL Utah Properties, LLC, a Utah limited liability company.

Notary Public

STATE OF _____)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledge before me this ___ day of _____, _____, by _____, the _____ of Utah Tech Center, LLC, a Missouri limited liability company.

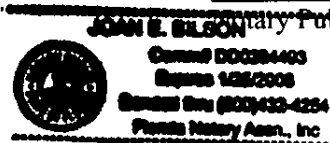
Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledge before me this ___ day of _____, _____, by _____, the _____ of Sandy Technology Center, LLC, a Utah limited liability company.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)



The foregoing instrument was acknowledge before me this 9 day of March 2004, by Frederick Holcomb, the President of Computer Marketing Corporation, a Utah corporation.

Joan E. Bilson
Notary Public

UTAH TECH CENTER, LLC, a Missouri limited liability company,

By: Daniel Carr
Its: Member
Date: 3/4/04

DECLARANT AND OWNER:

UTAH TECH CENTER, LLC, a Missouri limited liability company

By: Daniel Carr
Its: Member
Date: 3/4/04

DECLARANT AND OWNER:

COMPUTER MARKETING CORPORATION, a Utah corporation

By: _____
Its: _____
Date: _____

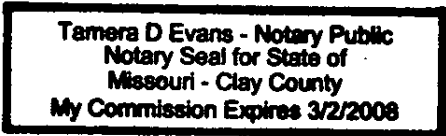
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledge before me this _____ day of _____, _____, by _____, the _____ of GSL Utah Properties, LLC, a Utah limited liability company.

Notary Public

✓ STATE OF Missouri)
 : ss.
COUNTY OF Clay)

The foregoing instrument was acknowledge before me this 4th day of March, 2004, by Daniel K. Carr, the Member of Utah Tech Center, LLC, a Missouri limited liability



company.

Tamera D Evans

Notary Public

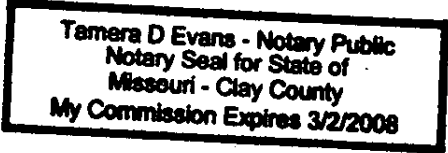
✓ STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledge before me this 4th day of March, 2004, by Daniel K. Carr, the member of Utech Center, LLC, a Utah limited liability company.

Tamera D Evans

Notary Public

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)



The foregoing instrument was acknowledge before me this ___ day of ___, ___, by _____, the _____ of Computer Marketing Corporation, a Utah corporation.

Notary Public

CONSENT AND SUBORDINATION

~~THE UNDERSIGNED consent to the foregoing Declaration and agree that (i) the interests in and rights concerning each part of the Development held by or vested in the undersigned and their respective successors and assigns on or after the date of the Declaration shall be subject and subordinate to the arrangement provided for in the Declaration, and (ii) the arrangement provided for in the Declaration shall be prior and superior to such interests and rights, as may be necessary to effectuate all of the provisions set forth in the Declaration.~~

The undersigned specifically, without limitation, agree and acknowledge that the 12/30/02 Reciprocal Easement Agreement, including without limitation the provisions regarding easements and maintenance of driveway areas, and all easements created in the 12/30/02 Reciprocal Easement Agreement outside the easements created herein, are extinguished and superceded by this Declaration.

[Handwritten signature]
7-10-H

By: _____

EXHIBIT "A"
Legal Description of Common Driveway Areas

**Revised 30.0' Ingress/Egress Easement
Through Sandy Technology Center.**

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;

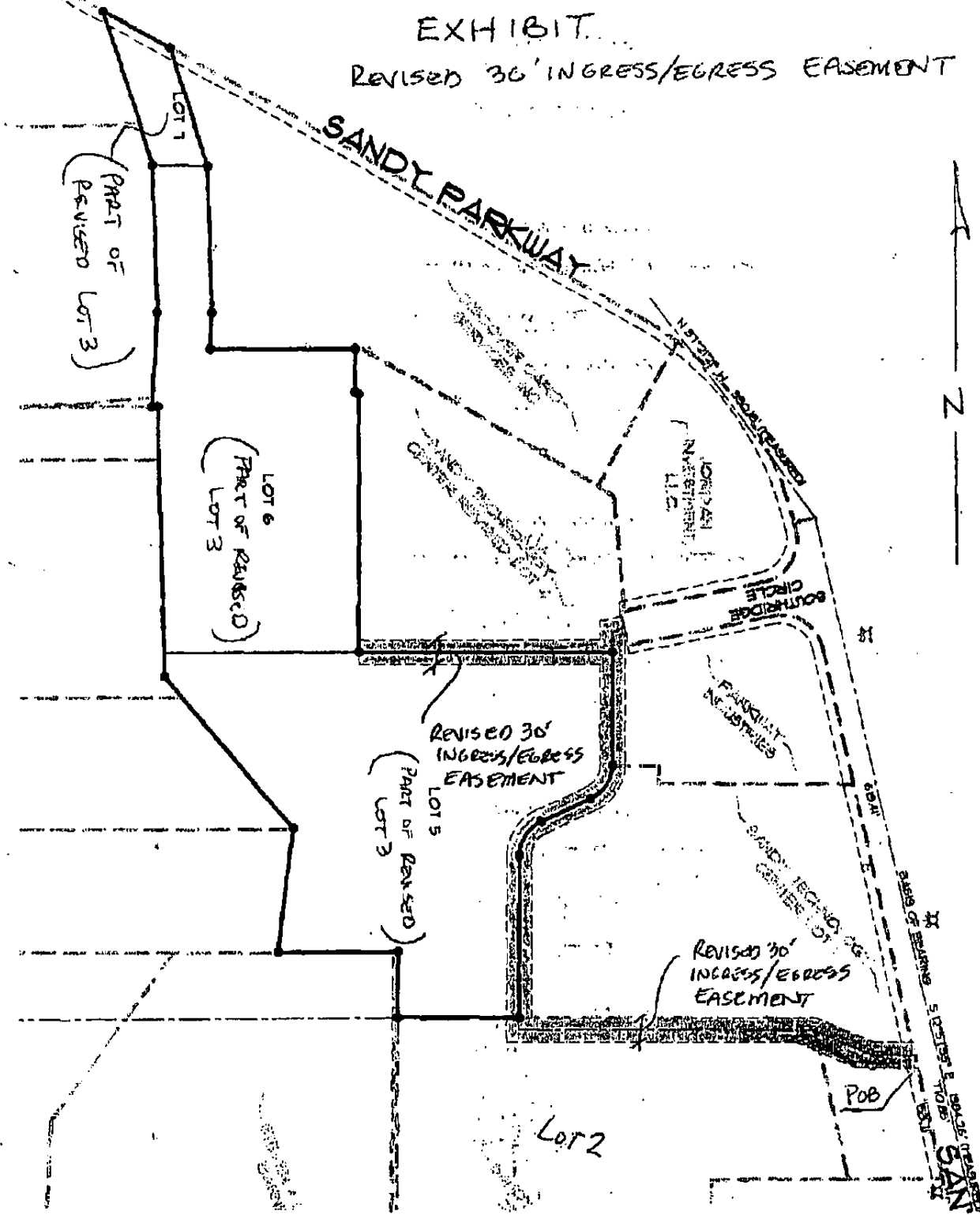
thence West 72.22 feet;
thence North 67°11'08" West 79.89 feet;
thence West 352.79 feet;
thence North 0°02'24" West 222.50 feet;
thence Northeasterly 68.79 feet along the arc of a 60.00 foot radius curve to the right, (center bears North 89°57'36" East and the long chord bears North 32°48'13" East 65.08 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 120.76 feet;
thence West 293.73 feet;
thence North 30.00 feet;
thence East 293.71 feet;
thence North 0°02'24" West 23.30 feet;
thence North 78°35'24" East 26.52 feet;
thence South 11°24'36" East 30.00 feet;
thence South 78°35'24" West 1.96 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.

- POOR COPY -
CO RECORDER

Tax Parcel No. 21-36-352-021-0000
21-36-352-022-0000
21-36-352-024-0000
27-01-101-040-0000

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EXHIBIT REVISED 30' INGRESS/EGRESS EASEMENT



- POOR COPY -
CO. RECORDER

EXHIBIT "B"
Existing Mortgages

Parcel 1	None
Parcel 2	Deed of Trust dated 12/1/02 between UTC as Trustor in favor of Security Bank of Kansas City as Beneficiary and First American Title Insurance Company - Utah Division as Trustee, recorded 12/31/02, Book 8713, Pages 2664 - 2681, Document No. 847805.
Parcel 3	None
Parcel 4	None