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Book - 9277 Pg - 2376-2383
Gary W. Ott
Recorder, Salt Lake County, UT
TALON GROUP
BY: eCASH, DEPUTY - EF 8 P.

When Recorded Mail to:

Advanced Hardware
11849 Executive
Boise Idaho 83714
342-1774

EASEMENT AND MAINTENANCE AGREEMENT

This Easement and Maintenance Agreement is made and entered into as of this 4th day of April, 2006 by and between BHRCC I, L.C., a Utah limited liability company, c/o Cypress Companies, 670 W. Market Street, Akron, OH 44333 ("Lot 1 Owner") and Advanced Hardware Supply, Inc., an Idaho corporation, 1471 Shoreline Drive, Boise, ID 83702 ("Lot 2 Owner")

WITNESSETH

Whereas, Lot 1 Owner is the owner of Lot 1 of Sorenson Technology Park Plat 1, as amended according to the official plat thereof, recorded in the office of the county recorder of Salt Lake County, Utah ("Lot 1") and as set forth herein on Exhibit "A"; and

Whereas, Lot 2 Owner is, or will be as of the recording of this Agreement, the owner of Lot 2 of Sorenson Technology Park Plat 1, as amended according to the official plat thereof, recorded in the office of the county recorder of Salt Lake County, Utah ("Lot 2"), and as set forth herein on Exhibit "B"; and

Whereas, an Easement exists for the benefit of the owners of Lot 1 and Lot 2 pursuant to document No. 7203052 recorded on December 28, 1998 with the County Recorder of Salt Lake County, Utah ("Easement") and as set forth herein on Exhibit "C"; and

Whereas, for purposes of this Agreement, it is agreed that 14.5 feet of width of the Easement lies within Lot 1 and 9.5 feet of the width of the Easement lies within Lot 2; and

Whereas, the Lot 1 Owner and the Lot 2 Owner desire to document their agreement with respect to obligations concerning the improvements and maintenance costs which may arise in connection with the use of the Easement in accordance with the terms and conditions herein set forth.

Now therefore for Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Each party shall maintain the portion of the Easement which lies within the boundaries of its respective Lot in good condition and repair similar to other developed projects within the vicinity of Lot 1 and Lot 2 ("Maintenance Obligations"). The Maintenance Obligations shall include, without limiting the generality of the foregoing, the following:

(a) Maintaining the curb and gutter, if any, and maintaining all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use and durability;

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(b) Removing all papers, debris, filth and refuse and sweeping the Easement to the extent reasonably necessary to keep the Easement Parcel in a clean and orderly condition;

(c) Removing all snow, ice, dirt, and debris from the Easement in a timely fashion under the circumstances and in such a manner so as to not block or restrict access to the property of the other party;

(d) Placing, keeping in repair and replacing any required or reasonably necessary or appropriate directional signs, markers and striping within the Easement Parcel;

(e) Maintaining curb and gutter within the Easement Parcel in good condition and state of repair; and

(f) Maintaining all landscaped areas within the Easement Parcel, if any in a thriving and trimmed condition and making such replacements of shrubs and other landscaping as is necessary.

2. Taxes. Grantor and Grantee shall timely pay all property taxes and assessments of their respective properties, including their own respective portions of the Easement. Notwithstanding the foregoing, neither Grantor nor Grantee shall have an obligation to pay property taxes during any formal appeal or protest, so long as such party pays, at its sole expense, all penalties and interest assessed thereon and pays such taxes in full prior to the date of any tax sale.

3. Default. In the event that either party fails, within thirty (30) days after written notice to maintain the Easement Parcel in a condition for comparable properties in the area, the other party shall have the right to declare a default under this Agreement.

4. Right to Cure. With respect to any default hereunder, the non-defaulting owner ("Curing Owner") shall have the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the defaulting Owner ("Defaulting Owner"); provided, however, that in the event the default shall constitute an emergency condition involving an immediate and imminent threat of substantial injury or harm to persons or property, the Curing Owner, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, due to such emergency, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Curing Owner shall have the right to enter upon the Lot of the defaulting Owner (but not into any building) to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting Owner. Each Owner shall be responsible for the non-performance or default of its occupants and lessees. In the event any Curing Owner shall cure a default, the Defaulting Owner shall reimburse the Curing Owner for all costs and expenses incurred in connection with such curative action, plus interest at the rate of 12%, within ten (10) business days of receipt of demand, together with reasonable documentation supporting the expenditures made. If the Defaulting Owner does not so reimburse within the time provided above, the amounts owed by the Defaulting Owner shall constitute a lien against the Lot of the defaulting Owner and the Curing Owner may immediately record a notice such lien against the lot of the defaulting Owner.

5. Insurance. Each of the parties hereto shall name the other as an Additional Insured upon their respective general liability insurance policies, with limits of not less than

\$1,000,000.00 per occurrence covering and pertaining to the use of the Easement by the parties and their respective tenants and invitees.

6. Lot 2 Owner does hereby indemnify and hold harmless Lot 1 Owner from any and all costs, expenses, liabilities, and damages incurred by Lot 1 Owner, including but not limited to reasonable attorneys fees resulting from the negligent utilization and/or intentional misutilization of the Easement by Lot 2 Owner or its employees or agents.

7. Lot 1 Owner does hereby indemnify and hold harmless Lot 2 Owner from any and all costs, expenses, liabilities, and damages incurred by Lot 2 Owner including but not limited to reasonable attorneys fees resulting from the negligent utilization and/or intentional misutilization of the Easement by Lot 1 Owner or its employees or agents.

8. In the event of a condemnation of all or a portion of the area of the Easement, any and all award shall be paid to the Lot 1 Owner and Lot 2 Owner as their respective rights may appear.

9. This Agreement is made for the direct, mutual and reciprocal benefit of Lot 1 and Lot 2, shall constitute a covenant running with Lot 1 and Lot 2 and shall be binding upon any person or entity acquiring the ownership of Lot 1 or Lot 2.

10. None of the terms or provisions of this Agreement shall be deemed to create a partnership by, between or among the Lot 1 Owner and Lot 2 Owner nor shall it cause them to be considered joint venturers or members of any joint enterprise. The Lot 1 Owner and the Lot 2 Owner shall be considered separate parties and neither shall have the right to act as an agent for the other, unless expressly authorized to do so by separate written instrument signed by the party to be charged.

11. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement to the general public, or for any public use or purpose whatsoever.

12. This Agreement is the only agreement between the parties and all prior discussions, representations or oral agreements pertaining to the subject matter of the Easement shall be no further force and effect unless included within the terms hereof.

13. This Agreement may be amended by the parties only by written agreement duly executed by the authorized representatives of the then Owner of Lot 1 and Lot 2.

14. This Agreement shall be binding on the parties hereto and their respective successors and assigns.

(end of text – signatures attached)

Lot 1 Owner:

BHRCC I, L.C.

By: *R.H. Bauer*
Its: MANAGING MEMBER

R.H. BAUER

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named *R.H. BAUER*, the *MANAGING MEMBER* of BHRCC I, L.C., who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this *3RD* day of *APRIL*, 2006.

Jamie Lipscomb
Notary Public

JAMIE LIPSCOMB, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires July 30, 2008



Lot 2 Owner:

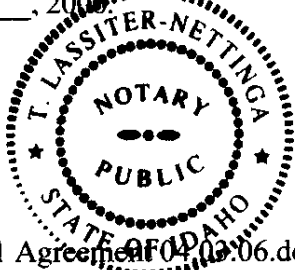
Advanced Hardware Supply, Inc.

By: Kerry Groves
Its: President

STATE OF Idaho)
) SS:
COUNTY OF Ada)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named Kerry Groves, the President of Advanced Hardware Supply, Inc., who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 4th day of April, 2006.



T. Lassiter-Nettinga
Notary Public

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EXHIBIT "A"

Lot 1, Amended Lots 1, 2 and 3, SORENSON TECHNOLOGY PARK, PLAT 1,
according to the Official Plat thereof, on file and of record in the Office of the Salt Lake
County Recorder.

Tax ID 15-08-376-005

EXHIBIT "B"

Lot 2, Amended Lots 1, 2 and 3, SORENSON TECHNOLOGY PARK, PLAT 1,
according to the Official Plat thereof, on file and of record in the Office of the Salt Lake
County Recorder.

Tax ID 15-08-376-006

EXHIBIT "C"

Beginning at a point South 00°03'28" East 9.50 feet from the Southeast Corner of Lot 1 of "Amended Lots 1, 2 and 3 Sorenson Technology Park Plat 1", recorded as Entry No. 7189731, in Book 98-12P of Plats, at Page 343, in the records of the Salt Lake County Recorder; thence due West 345.86 feet; thence North 00°10'33" East 24.00 feet; thence due East 345.77; thence South 00°03'28" East 24.00 feet to the point of beginning.

Tax ID #'s 15-08-376-005 & 15-08-376-006