

AFTER RECORDING, PLEASE RETURN TO:

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02/28/2001 09:31 AM 24.00  
Book - 8428 Pg - 6921-6927  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
PARSONS, BEHLE & LATIMER  
201 S MAIN ST STE. 1800  
SLE UT 84145-0898  
BY: ZJH, DEPUTY - WI 7 P.

VTDI 15-17-200-014

**GRANT OF RECIPROCAL EASEMENTS  
(Benefiting Proposed Lot 2,  
Ninigret Park Technology West Plat 1  
and Proposed Lot 3, Ninigret Park Technology West Plat 1)**

7831218

THIS GRANT OF RECIPROCAL EASEMENTS ("Grant") is made and entered into as of February 26<sup>th</sup> 2001, by NINIGRET TECHNOLOGY WEST, L.C., a Utah limited liability company ("Ninigret"), with reference to the following:

**RECITALS**

A. Ninigret is the owner of two parcels (herein the "Parcels," or individually a "Parcel") of real property located in Salt Lake County, Utah, more particularly described on Exhibits 1, and 2, attached hereto and incorporated herein by this reference. The Parcels, when platted as intended by Ninigret, will be known as Lot 2, Ninigret Park Technology West Plat 1; and Lot 3, Ninigret Park Technology West Plat 1.

B. Ninigret is executing this Grant for the purpose of creating reciprocal easements over portions of the Parcels so as to create a 70 foot wide drive lane and an easement for the construction, installation, operation, maintenance, repair and replacement of shared utility lines.

**GRANT**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Ninigret conveys and grants as follows:

1. Definitions. As used in this Grant, the following terms shall have the indicated meanings:

(a) "Benefited Parties" means each of the Owners and their respective agents, employees, tenants, subtenants and concessionaires, and the customers, invitees, guests and licensees of the Owners and their respective tenants, subtenants and concessionaires.

(b) "Owners" means all of the persons or entities who are an Owner, taken in the aggregate.

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(c) "Owner" means Ninigret and its assigns and successors-in-interest with respect to the Parcels or any portion of a Parcel, as the same may be shown by the records of Salt Lake County, Utah.

2. Grant and Declaration of Easements. Ninigret hereby conveys, assigns, transfers and grants to the Benefited Parties, and hereby declares that the Parcels shall be encumbered by and subject to, non-exclusive, reciprocal easements on, over, across and through that portion of the Parcels described on Exhibit 3 attached hereto and made a part hereof (the "Easement Area"), for ingress to and egress from, and passage of motor vehicles and pedestrians to and between, each and any of the Parcels, and between the Parcels and contiguous public roadways and for the purpose of constructing, installing, operating, maintaining, repairing and replacing from time to time shared underground utility lines which service and benefit the Parcels.

3. Damage to Easement Area. Any damage or destruction caused to the Easement Area by any Owner shall be repaired or replaced at such Owner's sole expense.

4. No Interference; Maintenance; Taxes. Except to the extent necessary for reasonable construction, repair and maintenance, traffic regulation and control, or as the Owners may mutually agree, no fence, wall, barricade or any other obstruction, whether temporary or permanent in nature, which materially limits or impairs the free and unimpeded access to or across the Easement Area, shall be constructed or erected, nor shall any Owner in any other manner obstruct or interfere with the flow of pedestrian or vehicular traffic over any portion of the Easement Area. From and after the date that any improvements are constructed on the Easement Area, including, without limitation, curbs, gutters, sidewalks and/or roadways, each Owner shall maintain the Easement Area improvements located on its Parcel in reasonably good condition and repair, free from debris and take such other actions in connection therewith as are commercially reasonable under the circumstances. Each Owner shall pay the real estate taxes and assessments on that portion of the Easement Area located on its Parcel.

5. Duration. This Grant and the easements and undertaking set forth herein shall be perpetual.

6. Integration; Modification. This Grant contains the entire agreement with respect to the matters set forth herein. This Grant and any easement or undertaking contained herein, may be terminated, extended, modified or amended as to the whole of the Parcels or any portion of them, with the unanimous consent of the Owners which consent shall not be unreasonably withheld or delayed, and any such termination, extension, modification or amendment shall be effective upon proper recordation of a written document evidencing the same, executed and acknowledged by all of the Owners then existing, in the office of the Salt Lake County Recorder.

7. Not a Public Dedication. Nothing contained in this Grant shall be deemed to be a gift or dedication of any portion of the Parcels to or for the general public or for any public purposes whatsoever, it being the intention of the Owners that this Grant be strictly limited to and for the purposes expressed herein.

8. Mutuality, Reciprocity Runs With the Land.

(a) The easements, rights and obligations granted or created hereby are appurtenances to the Parcels and none of the easements, rights or obligations may be transferred, assigned or encumbered except as an appurtenance to such Parcels. For the purposes of the easements and rights set forth herein, the Parcel benefited thereby shall constitute the dominant estate, and the Parcel burdened thereby shall constitute the servient estate.

(b) Each of the easements and rights contained in this Grant (whether affirmative or negative in nature) (i) shall constitute covenants running with the land; (ii) shall bind every person having a fee, leasehold or other interest in any portion of the Parcel at any time or from time to time to the extent such portion is affected or bound by the easement or right in question, or to the extent that easement or right is to be performed on such portion; (iii) shall inure to the benefit of and be binding upon the Owners and their respective successors and assigns as to their respective Parcels, and (iv) shall create mutual, equitable servitudes upon each Parcel in favor of the other Parcels.

9. No Partnership. The Owners do not by this Grant, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

10. Force Majeure. Each Owner shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by any cause or causes beyond such Owner's control, including labor disputes, civil commotion, war, governmental regulations, controls, fire, or other casualty, inability to obtain any material or services or acts of God.

11. Further Action. Each Owner shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Grant.

12. Applicable Law. This Grant shall be construed in accordance with and governed by the laws in the State of Utah.

13. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Grant and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed invalid to the extent of the scope and breadth permitted by law.

14. Attorneys' Fees. In the event it becomes necessary for any Owner to employ the service of an attorney in connection herewith, either with or without litigation, the losing Owner of such controversy shall pay to the successful Owner reasonable attorneys' fees and, in addition, such costs and expenses as are incurred in enforcing this Grant.

IN WITNESS WHEREOF, this Grant of Reciprocal Easements is executed as of the day and year first above written.

**NINIGRET:**

NINIGRET TECHNOLOGY WEST, L.C.  
a Utah limited liability company

By: The Ninigret Group, L.C.  
Its Manager

By: *Randolph G. Abood*  
Randolph G. Abood  
Title: Manager

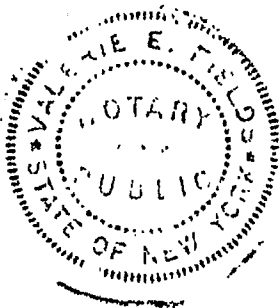
STATE OF New York  
:ss.  
COUNTY OF New York

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2001, by Randolph G. Abood, the Manager of The Ninigret Group, L.C., which executed the foregoing instrument in its capacity as the Manager of Ninigret Technology West, L.C., a Utah limited liability company.

*Valerie E. Fields*  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

VALERIE E. FIELDS  
Notary Public, State of New York  
No. 24-4754159  
Qualified in Kings County  
Commission Expires September 30, 2002



**EXHIBIT 1  
TO  
GRANT OF RECIPROCAL EASEMENTS**

VT D1 15-17-200-014

**[PROPOSED LOT 2, NINIGRET PARK TECHNOLOGY WEST PLAT 1]**

A part of the Southwest quarter of Section 7 and the Northwest quarter of Section 18, Township 1 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning on the South line of proposed 1385 South Street, as shown on "Ninigret Park Technology West - Plat 1" currently under review by Salt Lake City Corporation, which point is 76.20 feet North 00°12'49" West along the section line and 67.33 feet North 89°58'00" West along said South line from the Salt Lake County Survey Monument found marking the South Quarter corner of said Section 7 (basis of bearings being North 89°58'00" West 2637.65 feet along the section line between the Salt Lake County monuments found marking the South quarter corner and the Southwest corner of said Section 7), and running thence South 00°02'00" West 1114.53 feet to a point of non-curvature with a 65.00-foot radius curve to the left (radius point bears South 00°02'00" West); thence Southwesterly 77.72 feet along the arc of said curve through a central angle of 68°30'18" (chord bears South 55°46'51" West 73.17 feet); thence North 89°58'00" West 460.83 feet to a point on the Northeasterly line of that certain parcel described in Book 2276 at Page 0495 in the Office of the Salt Lake County Recorder; thence along said line North 26°29'48" West 332.90 feet; thence North 00°02'00" East 807.62 feet to a point of non-tangency with a 65.00-foot radius curve to the left (radius point bears North 37°59'47" East), said point being on said South line of proposed 1385 South Street; thence along said line the following three (3) courses: (1) Northeasterly 126.12 feet along the arc of said curve through a central angle of 111°10'17" (chord bears North 72°24'38" East 107.25 feet) to the point of reverse curvature with a 25.00-foot radius curve; (2) Northeasterly 31.94 feet along the arc of said curve through a central angle of 73°12'31" (chord bears North 53°25'45" East 29.81 feet) to a tangent line; (3) South 89°58'00" East 543.85 feet to the point of beginning. Contains 17.095 acres, more or less.

**EXHIBIT 2  
TO  
GRANT OF RECIPROCAL EASEMENTS**

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[PROPOSED LOT 3, NINIGRET PARK TECHNOLOGY WEST PLAT 1]

A part of the South half of Section 7 and the North half of Section 18, Township 1 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning on the South line of proposed 1385 South Street, as shown on "Ninigret Park Technology West - Plat 1" currently under review by Salt Lake City Corporation, which point is 76.20 feet North 00°12'49" West along the section line from the Salt Lake County Survey Monument found marking the South Quarter corner of said Section 7 (basis of bearings being North 89°58'00" West 2637.65 feet along the section line between the Salt Lake County monuments found marking the South quarter corner and the Southwest corner of said Section 7), and running thence along said South line South 89°57'57" East 492.67 feet; thence South 00°02'03" West 1155.70 feet; thence North 89°58'00" West 499.51 feet to a point of non-tangency with a 65.00-foot radius curve to the left (radius point bears South 68°32'19" West); thence Northwesterly 77.72 feet along the arc of said curve through a central angle of 68°30'19" (chord bears North 55°45'51" West 73.17 feet); thence North 00°02'00" East 1114.53 feet to said South line of 1385 South Street; thence along said line South 89°58'00" East 67.33 feet to the point of beginning. Contains 14.816 acres, more or less.

**EXHIBIT 3  
TO  
GRANT OF RECIPROCAL EASEMENTS**

VTDI 15-17-200-014

**EASEMENT AREA**

That certain real property located in Salt Lake County, State of Utah described as follows:

A 70-foot wide cross-access and utility easement located in part of the Southeast quarter of Section 7 and the Northeast quarter of Section 18, Township 1 South, Range 1 West, Salt Lake Base and Meridian, lying 35 feet along each side of the following described centerline:

Beginning on the South line of proposed 1385 South Street, as shown on "Ninigret Park Technology West - Plat 1" currently under review by Salt Lake City Corporation, which point is 76.20 feet North 00°12'49" West along the section line and 67.33 feet North 89°58'00" West along said South line from the Salt Lake County Survey Monument found marking the South Quarter corner of said Section 7 (basis of bearings being North 89°58'00" West 2637.65 feet along the section line between the Salt Lake County monuments found marking the South quarter corner and the Southwest corner of said Section 7), and running thence South 00°02'00" West 1114.53 feet to the point of terminus.