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 Book - 9036 Pg - 396-392  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 HARTIG RHODES HOGE LEKISCH  
 CHRIS FOOTE HYATT  
 717 K ST  
 ANCHORAGE AK 99501  
 BY: EHB, DEPUTY - WI 7 P.

### PARKING EASEMENT

This Easement is made this 9<sup>TH</sup> day of September 2004 between Harkonnen Acquisitions LLC, L Metro LLC, Bello LLC, JL Utah LLC, known as MBP Co-Tenancy, c/o Bond Stephens & Johnson, Inc., 3000 A Street, Suite 201, Anchorage, Alaska 99503, Attn: Stuart Bond, the owner of Building B and Building C ("Grantor"), and Nicolai Alaska LLC, Harkonnen Acquisitions LLC, L Metro LLC, Bello LLC, JL Utah LLC, known as MBP Co-Tenancy, c/o Bond Stephens & Johnson, Inc., 3000 A Street, Suite 201, Anchorage, Alaska 99503, Attn: Stuart Bond, the owner of Building A ("Grantee").

1. Consideration and Grant. For TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor grants the Grantee an easement for the exclusive use of up to five (5) parking spaces along the south fence of Building B and up to thirty-six (36) parking spaces along the south fence of Building C, which easements shall be in favor of and benefit the parcel of land on which Building A is located. Said easement shall run with the land. The legal descriptions and ALTA Surveys completed by Ensign Engineering of Salt lake City, Utah signed by Keith R. Russell, dated 10/5 Sept. 2004 for Buildings A, B, and C are attached.

2. Relationship of Parties. No partnership, limited partnership, joint venture, agency, or employment is intended to be created by this Easement.

3. No Warranty of Fitness for Purpose. Grantor does not warrant or represent that the property is presently safe, healthful, or suitable for the purposes which are permitted by this Easement.

4. Allowed Use. This Easement is granted solely for parking purposes. Grantee shall not do or allow anything to be done to the property which will cause it to be injured or unsafe.

5. Compliance with Laws. Grantee shall obtain all necessary permits and comply with all laws, regulations, and ordinances relating to the construction, operation, and maintenance of the road.

6. Construction and Maintenance. The expense of maintenance of the parking areas shall be borne by Grantee. Grantee shall maintain the parking in good and serviceable condition and repair. All such repairs shall be of good quality. Grantee shall hold Grantor harmless from any liens or encumbrances which may be created or attached to the property because of such repairs and/or maintenance. Grantor shall have no duty to repair or maintain the parking areas.

7. Easement Runs with the Land. The Easement and the covenants, conditions, and terms of this Easement shall constitute covenants running with the property and shall be binding upon the Grantor and Grantee, and upon all other persons and parties claiming through the Grantor.

8. Reversion. All rights granted by this Easement shall revert to the Grantor at such time as the Easement ceases to be used for its intended purpose.

9. Indemnification. Grantee agrees to indemnify and hold Grantor, its successors and assigns, harmless arising directly or indirectly, out of or incident to the use, maintenance, or exercise of the privileges granted it in this Easement. Grantor shall not be liable to Grantee for any damage or loss of any property of Grantee, except where caused by the negligent, willful act or omission of Grantor.

10. Insurance. During the construction period of the road, Grantee shall keep in full force and effect workers' compensation for all persons involved in the construction of the road and a policy of general liability insurance which includes bodily injury, property damage, and personal injury in which the limits for each shall not be less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence or such higher limits. The liability policy shall name Grantor as an additional insured and Grantee shall provide a copy of the policy to Grantor. The policy shall provide that Grantor shall be notified at least ten days (10) prior to the lapse of such policy.

11. Grantee Default. If Grantee fails to promptly perform any obligations imposed upon it by this Easement, the Grantor may (but has no responsibility to) perform such obligations and Grantee will promptly reimburse Grantor upon presentation of the expenses incurred by Grantor. In the event Grantor uses its own equipment and/or workforce to perform such obligation, Grantee will reimburse Grantor the reasonable amounts for Grantor's costs.

12. Termination. This Easement shall terminate at any time as the Easement ceases to be used for the purposes stated in this Easement or, at Grantor's election, upon written notice to Grantee and Grantee's failure to cure or perform any obligation imposed upon Grantee by this Easement within thirty (30) days after the notice from Grantor and such additional time as is necessary to cure the default so long as Grantee is diligently working to cure the default.

13. Attorney Fees. If, by reason of any default by either party in the performance of the terms and conditions or provisions of this Easement, a party deems it necessary to employ an attorney, the prevailing party shall receive all costs, expenses and attorney's fees expended or incurred by the prevailing party.

14. Assignment. This Easement shall be assigned by Grantee without the written permission of Grantor. Grantor shall have the right to assign this Easement.

15. Waiver. Except to the extent that a party may have otherwise agreed in writing, no waiver of any breach by the other party of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation. Nor shall any forbearance by one party to seek a remedy for any breach of the other party be deemed a waiver of rights or remedies with respect to such breach.

16. Notices. Wherever in this Easement it shall be required or permitted that notices or demands be given or served by either party to or on the other, such notice or demand shall be given or served and shall not be deemed to have been given or served unless in writing and personally delivered, sent by certified mail or nationally recognized overnight courier, or telefacsimile to the other party at the addresses provided above. Notices shall be effective upon receipt or refusal to accept delivery. Such addresses may be changed from time to time by either party serving notice as herein provided.

17. Headings. The headings used in this Easement are inserted for convenience only and shall be disregarded in construing this Easement.

18. Governing Law. This Easement shall be construed pursuant to the laws of the State of Utah.

19. Severance. If a court rules that any term of this Easement is unenforceable, the unenforceable term may be modified by the court to make it enforceable or it shall be severed and the other terms of this Easement shall remain in effect.

20. Entire Agreement. This Easement contains all the terms and conditions agreed to by the parties relating to use of parking between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Easement shall be deemed to exist or bind either of the parties. This Easement shall be modified only by written amendment signed by both parties, and shall not be amended by course of conduct, acquiescence or other activities.

21. Rule of Construction. The rule of strict construction of a document against the drafter is waived in partial consideration for the other covenants contained herein, and all parties to this Easement recognize that they have been represented by separate counsel or have been afforded that opportunity in this transaction, and all terms and conditions herein have been negotiated at arms length.

GRANTOR:  
MBP Co-Tenancy

Harkonnen Acquisitions LLC

By: 

Stuart C. Bond, Managing Member

L Metro LLC

By: 

Lauri L. Bond, Managing Member

Bello LLC

By: NOMRAY LLC

By: James M. Yarmon  
James M. Yarmon, Manager

JL Utah LLC

By: Leonard Hyde  
Leonard Hyde, Managing Member

**GRANTEE:**  
MBP Co-Tenancy

Harkonnen Acquisitions LLC

By: Stuart C. Bond  
Stuart C. Bond, Managing Member

L Metro LLC

By: Lauri L. Bond  
Lauri L. Bond, Managing Member

Bello LLC

By: NOMRAY LLC

By: James M. Yarmon  
James M. Yarmon, Manager

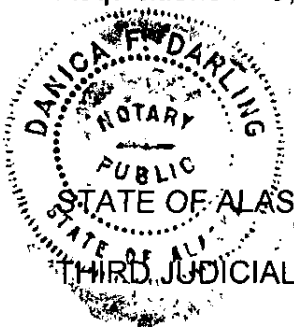
JL Utah LLC

By: Leonard Hyde  
Leonard Hyde, Managing Member

ACKNOWLEDGMENTS

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 2004 by Stuart C. Bond, Managing Member of Harkonnen Acquisitions LLC, an Alaska limited liability company.



Danica F. Darling  
Notary Public for Alaska  
My commission expires: 3/19/05

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

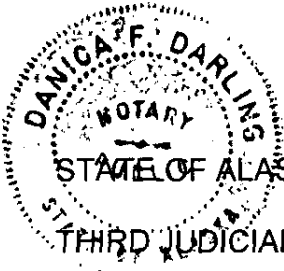
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 2004 by Lauri L. Bond, Member-Manager of L Metro LLC, an Alaska limited liability company.



Danica F. Darling  
Notary Public for Alaska  
My commission expires: 3/19/05

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

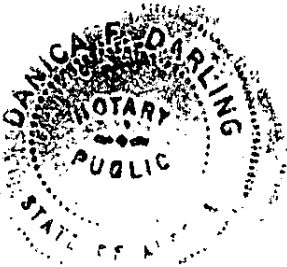
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 2004 by James M. Yarmon, Manager of Nomray LLC, Managing Member of Bello LLC, an Alaska limited liability company.



Danica F. Darling  
Notary Public for Alaska  
My commission expires: 3/14/05

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 2004 by Leonard B. Hyde, Managing Member of JL Utah LLC, an Alaska limited liability company.



Danica F. Darling  
Notary Public for Alaska  
My commission expires: 3/14/05

After Recording Return to:  
Chris Foote Hyatt  
Hartig Rhodes Hoge & Lekisch, P.C.  
717 K St.  
Anchorage, AK 99501

F:\docs\100249\4\EasementPark.rtf

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**Building A**

*Parcel #:* 1522202008

*Legal Description:* BEG S 0°02'35" W 926.24 FT & E 651.71 FT FR NW COR OF NE 1/4 OF SEC 22, T 1S, R 1W, S L M; S 0°04'26" W 169.19 FT; W'LY 70.27 FT ALG CURVE TO R; S 88°16'40" W 170.71 FT; N 1°43'20" W 173.02 FT; N 88°31'22" E 16.15 FT; E'LY 229.25 FT ALG CURVE TO L TO BEG. 0.97 AC 5599-2714 5945-2380 6004-1794 7827-0609

*Parcel #:* 1522202009

*Legal Description:* BEG S 0°02'35" W 926.24 FT & E 651.71 FT FR NW COR OF NE 1/4 OF SEC 22, T 1S, R 1W, S L M; NE'LY 392.57 FT ALG CURVE TO L; S 13°19'26" E 8.01 FT; S 76°40'34" W 42.06 FT; SW'LY 292.19 FT ALG CURVE TO L; SW'LY 123.7 ALG CURVE TO R; N 0°04'26" E 169.19 FT TO BEG. 0.71 AC M OR L. 5599-2714, 2715 5599-2714 5945-2380 6004-1794

**Building B**

*Parcel #:* 1522202013

*Legal Description:* BEG S 0°02'35" W 1156.86 FT & E 601.06 FT FR THE NW COR OF THE NE 1/4 OF SEC 22, T 1S, R 1W, SLM; NE'LY 218.20 FT ALG CURVE TO THE L; NE'LY 261.27 FT ALG CURVE TO THE R; N 76°40'34" E 21.05 FT; S 13°19'26" E 220.53 FT; N 75°00'00" W 50 FT; N 67°15'22" W 86.71 FT; S 25°04'36" W 72.03 FT; S 89°55'00" W 143.38 FT; NW'LY 24.72 FT ALG CURVE TO THE R; S 80°30'00" W 142.32 FT; S 89°55'00" W 30.82 FT TO BEG. 1.15 AC 5599-2714 6004-1794 7827-0609

**Building C**

*Parcel #:* 1522202014

*Legal Description:* BEG S 0°02'35" W 923.02 FT & E 1031.56 FT FR THE NW COR OF THE NE 1/4 OF SEC 22, T 1S, R 1W, SLM; N 76°40'34" E 390.0 FT; S 0°05'00" E 322.55 FT; S 89°55'00" W 260.29 FT; N 75°00'00" W 71.29 FT N 13°19'26" W 220.53 FT TO BEG. 2.26 AC 5599-2714 6004-1794 7827-0609