

Southwest Region
Site Name: International Center
Site No.: UT-0093A EAS

7997886
09/07/2001 04:21 PM 21.00
Book - 8498 Pg - 3754-3759
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
BY: ZJM, DEPUTY - WI 6 P.

7997886

WHEN RECORDED, RETURN TO:
Nextel West Corp.,
4643 South Ulster Street, Suite 500
Denver, CO 80237 Attn: Property Manager

ACCESS AND UTILITIES EASEMENT

THIS ACCESS AND UTILITIES EASEMENT (hereinafter "Easement") is made and effective as of August 23, 2001, by and between MICHELE AUDIO CORPORATION OF AMERICA, a New Jersey corporation (hereinafter referred to as "Grantor"), having an address at 4910 West Amelia Earhart Drive, Salt Lake City, Utah 84116, and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications (hereinafter referred to as "Grantee") having an address at 4643 South Ulster Street, Denver, CO 80237.

A. Grantor is the owner of that certain real property in the County of Salt Lake, State of Utah, commonly known as 4910 West Amelia Earhart Drive, Salt Lake City, Utah 84116, and legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. Grantor is willing to grant Grantee a nonexclusive access and utilities easement, for the purposes of crossing the Property, and installing, maintaining, operating and replacing utilities thereon, by Grantee and Grantee's employees, officers, contractors, agents, invitees and public utilities and governmental entities, in connection with Grantee's operation and maintenance of a communications facility on certain real property adjacent to the Property.

In consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grantor hereby grants and conveys to Grantee, Grantee's employees, officers, contractors, agents, invitees and successors and assigns, and to any public utilities or governmental entities, a nonexclusive easement (the "Easement") for the purpose of ingress and egress over and across the Property in order to access the Property and for the purpose of installing, repairing, maintaining and removing utilities, including without limitation power and telephone lines, (collectively, "Grantee Facilities"). The Easement is depicted and/or described in Exhibit B attached hereto and incorporated herein by this reference.

2. In consideration for granting the Easement, Grantee shall pay to Grantor a one time sum of Please do not remove, payable within sixty (60) days of full execution of this Agreement. Said amount shall be payable to Grantor at the address set forth above. Grantee shall be entitled to terminate this Easement at any time upon thirty (30) days prior written notice.

HIGHLIGHTED AREA=POOR COPY
CO. RECORDER

BK 84 98 PG 3754

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1002-00107

the address set forth above. Grantee shall be entitled to terminate this Easement at any time upon thirty (30) days prior written notice.

3. Grantor shall not use nor permit its successors or assigns or other grantees to use the Property in any manner which interferes with Grantee's use of the Easement.

4. Grantee may assign or transfer this Easement to any entity upon written notification to Grantor by Grantee, subject to the assignee assuming all of Grantee's obligations herein. Upon assignment, Grantee shall be relieved of all-future performance, liabilities, and obligations under this Easement. Grantor may assign this Agreement upon written notice to Grantee, subject to the assignee assuming all of the Grantor's obligations herein, including but not limited to, those set forth in Paragraph 5 below. Notwithstanding anything to the contrary contained in this Agreement, Grantee may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Grantee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

5. Grantor waives any lien rights it may have concerning the Grantee Facilities which are deemed Grantee's personal property and not fixtures, and Grantee has the right to remove the same at any time without Grantor's consent. Grantor acknowledges that Grantee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Grantee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Grantor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

6. Grantor warrants that Grantor owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions and that Grantor has full right to make and perform this Agreement.

7. Grantor acknowledges that this Easement may be recorded by Grantee in the official records of the County where the Property is located.

8. The benefits and obligations of this Easement shall be a covenant running with the land and shall inure to and be binding upon the successors, assigns and heirs of the parties.

9. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Grantor: Michele Audio Corporation of America
Willow Street
Massena, New York 13662

Grantee: Nextel West Corp.
4643 South Ulster, St. Suite 500
Denver, CO 80237
Attn.: Property Manager

With a copy to: Nextel Communications, Inc.
2001 Edmund Halley Drive
Reston, VA 20191-3436
Attn.: Site Leasing Services,
Contracts Manager

Grantor or Grantee may from time to time designate any other address for this purpose by written notice to the other party.

Dated this 23rd / 17th day of August / August, 2001.

GRANTOR:

MICHELE AUDIO CORPORATION OF AMERICA,
a New Jersey corporation


By: 
Tom Gramillia

Title: Vice President

Date: 8/23/01

GRANTEE:

NEXTEL WEST CORP.,
a Delaware corporation,
d/b/a Nextel Communications

By: 
Edward J. Harris

Title: Director of Engineering

Date: 8/17/01

ORIGINAL

State of New York
County of St. Lawrence

On 8/23/01, before me, Marilyn O. Bain Notary Public, personally appeared **Tom Gramillia**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Marilyn O. Bain (SEAL)
Notary Public

MARILYN O. BAIN
Notary Public, State of New York
No. 01BA5013441
Qualified in St. Lawrence County
Commission Expires July 15, 2003

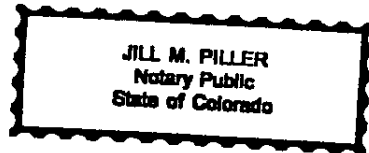
My commission expires: 7/15/03

State of Colorado
city and
County of Denver

On 8/17/01, before me, Jill M. Piller, Notary Public, personally appeared **Edward J. Harris**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Jill M. Piller (SEAL)
Notary Public



My commission expires: 4/11/05

EXHIBIT A

(Description of the Property)

to the Access and Utilities Easement dated August 23, 2001 by and between Michele Audio Corporation of America, a New Jersey corporation as Grantor and NEXTEL WEST CORP., a Delaware corporation, d/b/a/ Nextel Communications as Grantee.

The Property is legally described as follows:

APN: 07-36-276-015

County of Salt Lake, State of Utah.

Lot 1, SALT LAKE INTERNATIONAL CENTER, PLAT 2, and Lot 4, Plat 2A SALT LAKE INTERNATIONAL CENTER, AN INDUSTRIAL SUBDIVISION, and more particularly described as follows: BEGINNING on the East line of Neil Armstrong Road at a point South 0°02'00" East 631 feet from the Northeast corner of SALT LAKE INTERNATIONAL CENTER, Plat "1A", an industrial subdivision of part of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian, Salt Lake City, Utah; and running thence North 89°58'00" East 426.16 feet; thence South 00°02'00" East 39.00 feet; thence North 89°58'00" East 248.84 feet; thence South 00°02'00" feet 580 feet; thence South 89°58'00" West 653.49 feet to a point on a 32.00 foot radius curve to the right (radius point bears North 28°54'42" East) thence Westerly and Northwesterly along said curve for an arc distance of 22.73 feet to a point of common curvature to a 192-foot radius curve to the right (Central angle of 40°41'27"); thence Northwesterly and Northerly 24.33 feet to a point in the East line of said Neil Armstrong Road (Central Angle of 07°15'35") thence North 00°02'00" West 578.85 feet to the point of BEGINNING.

Also known as: 4910 West Amelia Earhart Drive, Salt Lake City, Utah 84116

EXHIBIT B

(Description of the Easement)

to the Access and Utilities Easement dated August 23, 2001 by and between Michele Audio Corporation, a New Jersey corporation as Grantor and NEXTEL WEST CORP., a Delaware corporation, d/b/a/ Nextel Communications as Grantee.

The Easement is depicted as follows:

A 6.00 FOOT WIDE UTILITY DESCRIPTION FOR POWER AND OTHER BURIED CABLES, ACROSS AN EXISTING ASPHALT DRIVE WAY, SITUATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, SALT LAKE CITY, SALT LAKE COUNTY, STATE OF UTAH.

A 6.00 FOOT WIDE UTILITY EASEMENT ACROSS THE EASTERLY 6 FEET OF LOT 1, SALT LAKE INTERNATIONAL CENTER, PLAT 2, AMENDED, AS RECORDED AT ENTRY # 77654425, BOOK 2000P, PAGE 330, ON NOV. 22, 2000, IN THE SALT LAKE COUNTY RECORDER'S OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, SALT LAKE INTERNATIONAL CENTER, PLAT 2, AMENDED, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF AMELIA EARHART DRIVE, AND RUNNING THENCE SOUTH 89°58'00" WEST 6.00 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE OF AMELIA EARHART DRIVE; THENCE NORTH 00°02'00" WEST 448.50 FEET TO THE NORTHERLY LINE OF SAID LOT 1, SALT LAKE INTERNATIONAL PLAT 2, AMENDED; THENCE NORTH 89°58'00" EAST 6.00 FEET ALONG SAID NORTH LOT LINE TO THE NORTHEAST CORNER OF SAID LOT 1, SALT LAKE INTERNATIONAL CENTER PLAT 2, AMENDED; THENCE SOUTH 00°02'00" EAST 448.50 FEET ALONG THE EASTERLY LINE OF SAID LOT 1, SALT LAKE INTERNATIONAL CENTER PLAT 2, AMENDED, TO THE POINT OF BEGINNING.

CONTAINS 2,691 SQUARE FEET, OR 0.062 ACRES, MORE OR LESS.