

DECLARATION OF EASEMENT



W1869955

This Declaration of Easement (the "Declaration") is entered into this 22 day of August, 2002 by MTK Holding, L.L.C. (the "Developer") for the purposes hereinafter set forth.

WITNESSETH

WHEREAS, Developer intends to develop a master planned business park at the Ogden/Hinckley Airport in Ogden City, Weber County, State of Utah (the "Development"); and

WHEREAS, Developer intends to construct certain infrastructure improvements within the Development prior to receiving final approval from Ogden City and recordation of the Plat; and

WHEREAS, as a condition to the installation of certain utilities within the Development, it is necessary to create a blanket grant of easement so as to allow authorized utility providers ("Utility Providers") to construct, install and maintain the utilities necessary to service the Development.

NOW THEREFORE, in consideration of the foregoing recitals, the terms, covenants and conditions set forth in this Declaration, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer does hereby declare, grant, covenant and agree as follows:

1. Declaration and Grant of Easement. The Developer, its successors and assigns do hereby declare and grant to all Utility Providers the right, privilege and authority to construct, operate, replace, repair and maintain utility lines including all necessary fixtures under, across or upon the following described real estate owned by Developer situated in the County of Weber, State of Utah (the "Easement"):

See Exhibits "A" and "B" hereto

Said Easement includes the right of the Utility Providers, together with their agents, representatives and employees, to enter at any time for the purpose of exercising any of the rights herein granted including, but not limited to, the right to clear or remove any structure or obstruction of any kind or character whatsoever which, in the judgment of the Utility Provider, may endanger the safety of, or interfere with, the operation and maintenance of utility lines.

2. Covenant of Authority. The Developer covenants that, subject to liens and encumbrances of record at the date of this Declaration, the Developer is the owner of the above-described land and has the right and authority to make and execute this Declaration. The undersigned certifies that this Declaration has been duly authorized and constitutes a lawful and binding act of the Developer.

DECLARATION OF EASEMENT

E# 1869955 BK2256 PG2469
DOUG CROFTS, WEBER COUNTY RECORDER
23-AUG-02 1045 AM FEE \$18.00 DEP SGC
REC FOR: VAN.COTT.BAGLEY.CORNWALL

3. **Duty to Repair.** All utility providers shall restore the surface of the land disturbed within the easement to as near as practicable to its original condition.
4. **Non Exclusive Use.** The rights granted herein are non exclusive. The Developer may choose to extend or delegate such rights in the Developer's sole discretion. All provisions, agreements, rights, powers, covenants and obligations contained in this Agreement, including the benefits and burdens, shall be binding upon and inure to the benefit of the Developer and Utility Providers, their respective successors, assigns, subsidiaries, representatives, lessees, sub-lessees, and all other persons acquiring either tenement, or any portion thereof or interest therein. All of the provisions of this Declaration shall be covenants running with the land, both for the benefit of the Developer and each Utility Provider, subject only to the termination provisions set forth below.
5. **Termination of Easement.** This Declaration of Easement shall terminate and shall be of no further force and effect upon the approval and recordation of the final plat. Except as otherwise provided herein, Developer may not cancel, rescind or otherwise terminate this Declaration or modify the easement granted hereunder.
6. **Entirety and Modification of Declaration.** This Declaration shall constitute the entire declaration and any prior understanding or representation of any kind preceding the date set forth herein shall not be binding except to the extent incorporated in this Declaration. Any modification of this Declaration shall be binding only if evidenced in writing signed by the Developer and the appropriate authorized representative of all affected Utility Providers.

IN WITNESS WHEREOF, this Declaration is made and executed as of the effective date.

MTK HOLDING, L.L.C.

By Neil T. Kemp
Its Manager

E# 1869955 BK2256 PG2470

The Undersigned hereby acknowledges and affirms to the below named notary public that (1) he appeared before such notary public, holds the position or title set forth above, and, on behalf of the above-named limited liability company by proper authority, either executed the foregoing document before such notary public or acknowledged to such notary public that the undersigned executed the foregoing document, and that (2) the foregoing document was the act of such corporation for the purpose stated in it.

MTK HOLDING, L.L.C.

By Mel T. Kemp
Its Manager

STATE OF UTAH)
 :ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 22 day of August, 2002, by Mel T. Kemp, its Manager of MTK HOLDING, L.L.C., a Utah corporation..

J Scott Buehler
NOTARY PUBLIC



E# 1869955 BK2256 P62471

EXHIBIT A

08-087-0031, 0079 ABS LF

Description for utility easements for Gateway Center, Ogden Airport, Utah:

A part of the Southwest half of the Northwest Quarter of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

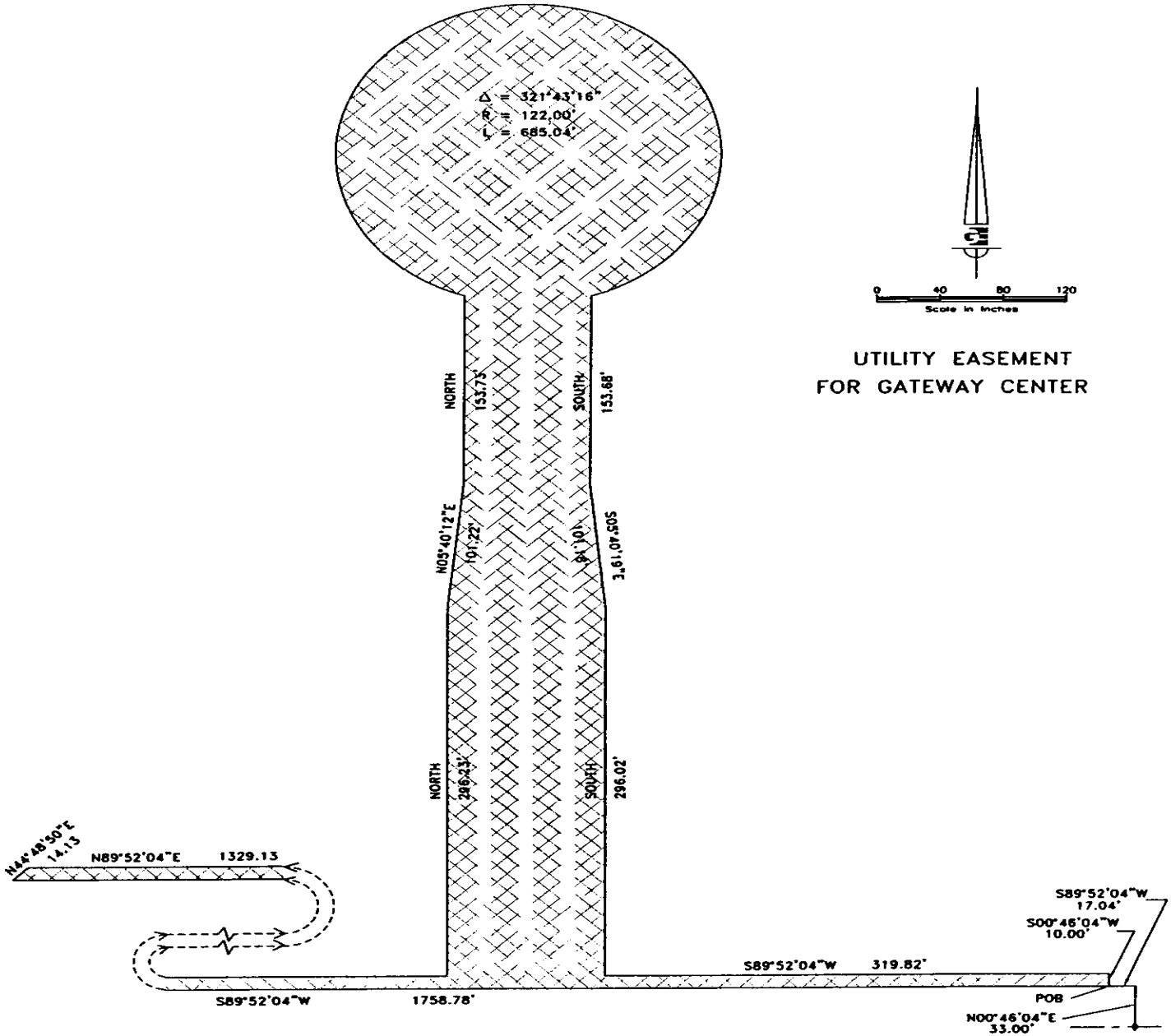
Beginning at a point on the north line of 4400 South Street which is N. 0°46'04" W. 33.00 feet from the south line of said Northwest Quarter and S. 89°52'04" W. 17.04 feet along said south line from the Southeast Corner of said Northwest Quarter; thence the following courses:

S. 89°52'04" W.	1,758.78 feet	along said north line of 4400 South Street; thence
N. 44°48'50" E.	14.13 feet	thence
N. 89°52'04" E.	1,329.13 feet	thence
NORTH	296.23 feet	thence
N. 05°40'12" E.	101.22 feet	thence
NORTH	153.73 feet	thence
Curve clockwise	685.04 feet	along a curve clockwise of Radius = 122.00 feet through a Delta = 321°43'16"; thence
SOUTH	153.68 feet	thence
S. 05°40'19" E.	101.18 feet	thence
SOUTH	296.02 feet	thence
N. 89°52'04" E.	319.67 feet	thence
S. 00°07'46" E.	10.00 feet	to the Point of Beginning.

Area: 114,908 sq.ft./ 2.64 acre

Basis of Bearing: The West Line of the Northwest Quarter of Section 12 which bears N. 0°48'59" E. (Weber County Surveyor) between the West ¼ Corner and the Northwest Corner of Section 12.

EXHIBIT B



E# 1869955 BK2256 P62473