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Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 18 P.

WHEN RECORDED, MAIL TO:

David E. Gee, Esq.
PARR BROWN GEE & LOVELESS
185 South State Street, Suite 800 Salt
Lake City, Utah 84111

40893

Parcel Nos.: 1606107040; 1606107041; 1606107001; 1606107002

RECIPROCAL EASEMENTS AGREEMENT

THIS RECIPROCAL EASEMENTS AGREEMENT (the "Agreement") is made and entered into by and between **THE UNITED STATES OF AMERICA**, acting by and through the **ADMINISTRATOR OF GENERAL SERVICES**, through its authorized representatives under and pursuant to authority of 40 U.S.C. §1314, as amended (the "Government"), and **BOYER QC HOLDINGS, L.C.**, a Utah limited liability company ("Boyer"). The Government and Boyer are sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. The Government is the current owner in fee simple of three (3) certain parcels of real property located in Salt Lake County, State of Utah (the "Government Fee Parcels"), more particularly described in the following instruments which are recorded in the Office of the Recorder of Salt Lake County, Utah, as follows:

- (i) Warranty Deed, Document No. 1736565, Book 1741, Page 668;
- (ii) Warranty Deed, Document No. 2044577, Book 2285, Page 557; and,
- (iii) Ordinance, Document No. 1768904, Book 1791, Page 121.

A legal description of the Government Fee Parcels is included herein on **Attachment "4"**, which is hereby incorporated and made a part of this Agreement.

B. Boyer is the current owner in fee simple of three (3) certain parcels of real property located in Salt Lake County, State of Utah (the "Boyer Fee Parcels"), more particularly described in the following instruments which are recorded in the Office of the Recorder of Salt Lake County, Utah, as follows:

- (i) Quitclaim Deed (Adjusting Boundaries of Parcels), Document No. 11801665, Book 10210, in Page 580;

(ii) Special Warranty Deed, Document No. 11541424, Book 10090, Page 5264; and,

(iii) Ordinance, Document No. 1768904, Book 1791, Page 121.

A legal description of the Boyer Fee Parcels is included herein on **Attachment "5"**, which is hereby incorporated and made a part of this Agreement.

C. The Government Fee Parcels and the Boyer Fee Parcels are hereinafter sometimes referred to, collectively, as the "Parcels" or individually, each as a "Parcel".

D. Boyer and the Government are also the respective successors in interest in a certain Notice of Access Prescriptive Easement (the "Prescriptive Easement") affecting certain portions of the Parcels which is recorded in the Office of the Recorder of Salt Lake County, Utah, Document No. 5197285, Book 6409, Page 1775, and that the Parties collectively desire that the Prescriptive Easement is no longer necessary and should be mutually released and terminated as hereinafter set forth in Section 2, below.

E. Both the Government and Boyer mutually desire to take the following actions:

(i) Each Party granting to the other, their respective successors and assigns, perpetual reciprocal access easements covering certain real property under the terms, conditions, covenants and agreements hereinafter set forth in this Agreement;

(ii) The Government to grant to Boyer, its successors and assigns, a perpetual easement covering certain real property for the placement, repair and maintenance of underground utilities in favor of Boyer, its successors and assigns, under the terms, conditions covenants and agreements as hereinafter set forth in this Agreement; and

(iii) The Government to grant to Boyer, its successors and assigns a temporary construction easement covering certain real property under the terms, conditions covenants and agreements hereinafter set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Government and Boyer, and with the Parties intending to be legally bound and intending that the burdens by this Agreement shall run with the real properties to the extent hereinafter set forth, and which burden the Parcels, do hereby mutually agree as follows:

1. Additional Definitions. In addition to the capitalized terms defined in the Recitals which are hereby incorporated and made a part of this Agreement, the following additional capitalized terms shall have the meanings set forth below:

(a) "Benefitted Persons" means:

- (i) The Owners, and their respective successors and assigns of the
Parcels;
- (ii) Any Occupants of the Parcels; and
- (iii) The guests, customers, agents, employees, contractors, licensees or invitees of any Owner or Occupant.

(b) "Benefitted Parcels" means the respective fee parcels of the Government and Boyer that will be benefited by the respective easement grants between the Government and Boyer, and their respective successors and assigns, subject to the terms, conditions, covenants, agreements, and restrictions hereinafter set forth in this Agreement, covering the real properties attached hereto, marked **Attachments "4" and "5"**, which are hereby incorporated and made a part of this Agreement.

(c) "Construction Term" has the meaning given it in Section 5, below.

(d) "Construction Work" has the meaning given it in Section 5, below.

(e) "Entrance Parking Lot" means the parking lot on the northern boundary line of the Government Fee Parcel identified as Parcel 2 to **Attachment "4"**.

(f) "Existing Retaining Wall" means the existing retaining wall on the south boundary of the Government Fee Parcel labeled as Parcel 1 to **Attachment "4"**.

(g) "Governmental Authorities" means all federal, state, and local governmental or quasi-governmental units, commissions, councils, boards, agencies, staffs or similar bodies having jurisdiction over the construction, use, operation, maintenance or development of the Parcels, or any portion thereof, as well as the Reciprocal Access Easement Area.

(h) "Governmental Requirements" means all federal, state, and local laws, ordinances, rules, requirements, resolutions, policy statements and regulations of Governmental Authorities bearing on the construction, alteration, rehabilitation, maintenance, use, operation or sale of the Parcels, or any portion thereof, and the Reciprocal Access Easement Area.

(i) "Occupant" means any person that, by virtue of a contract to purchase, a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use any of the Parcels, or any portion thereof, as well as the Reciprocal Access Easement Area.

(j) "Owner" means any Persons that are the respective owners of record in the office of the County Recorder of Salt Lake County, Utah, of a Parcel. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a mortgagee, beneficiary, trustee or other secured party unless and until such Person has acquired fee title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in

lieu thereof. A ground lessee or other long term tenant of a Parcel shall not be deemed to be an Owner of that Parcel for purposes of this Agreement.

(k) "Person" means a natural person or a legal entity.

(l) "Reciprocal Access Easements" means the perpetual access easements for vehicular and pedestrian access to be granted between the Government and Boyer, and their respective successors and assigns under the terms, conditions covenants and agreements as hereinafter set forth in this Agreement, covering the real property identified in **Attachments "1" and "2"**, which are hereby incorporated and made a part of this Agreement.

(m) "Reciprocal Access Easement Area" means the real property subject to the terms, conditions, covenants, agreements and restrictions as hereinafter set forth in this Agreement. A true and correct copy of legal description for the Reciprocal Access Easement Area is attached hereto, marked **Attachment "3"**, which is hereby incorporated and made a part hereof.

(n) "State Street" means that certain public roadway commonly known as State Street, Salt Lake City, Utah.

(o) "Temporary Shoring" means the use of props or posts of timber or other material in compression installed to support a structure during the Construction Work and removed, unless as otherwise hereinafter set forth in this Agreement, when the Construction Work is completed.

(p) "Utility Infrastructure Improvements" has the meaning given it in Section 4(a).

2. Termination of Prescriptive And Other Easements Created By Law.

(a) For itself and its successors and assigns, Boyer hereby releases and terminates any easement, prescriptive or otherwise, for vehicular and pedestrian ingress and egress in and to the Reciprocal Access Easement Area and any portion of the Government Fee Parcels and hereby agrees that the Reciprocal Access Easement grant as set forth in Section 3 of this Agreement shall exclusively govern the use and enjoyment of the Reciprocal Access Easement Area.

(a) For itself and its successors and assigns, the Government hereby releases and terminates any easement, prescriptive or otherwise, for vehicular and pedestrian ingress and egress in and to the Reciprocal Access Easement Area and any portion of the Government Fee Parcels and hereby agrees that the reciprocal easement grants as set forth in Section 3 of this Agreement shall exclusively govern the use and enjoyment of the Reciprocal Access Easement Area.

3. Grant of Reciprocal Access Easements.

(a) Boyer, hereby grants to the Government, its successors and assigns, a perpetual easement for purposes of vehicular and pedestrian access, ingress and egress in, to, over and across the real property described in **Attachment "2"** for the benefit of the Government Parcels and the Benefitted Persons of the Government, subject to the terms, conditions, covenants, agreements and restrictions hereinafter described in Sections 5 and 6.

(b) The Government, hereby grants to Boyer, its successors and assigns, a perpetual easement for purposes of vehicular and pedestrian access, ingress and egress in, to, over and across the real property described in **Attachment "1"**, which is incorporated and made a part of this Agreement, for the benefit of the Boyer Parcels and the Benefitted Persons of Boyer, subject to the terms, conditions, covenants, agreements and restrictions hereinafter described in Sections 5 and 6.

(c) The Government, hereby grants to Boyer, its successors and assigns, a perpetual easement for purposes of entering onto the real property described in **Attachment "1"** for purposes of performing its maintenance and repair duties under Section 6 of this Agreement.

(d) The Parties further covenant and agree not to terminate, amend or further modify the Reciprocal Access Easements described in subsections 3(a), 3(b) and 3(c) above without the prior written consent of the Parties, or their respective, successors and assigns.

4. Grant of Utilities Infrastructure Easement.

(a) The Government, further grants to Boyer, its successors and assigns, a perpetual easement for purposes of construction, repair and maintenance of all underground utility lines, including wires, cables, conduits, pipes, mains, and terminals, repeaters, and such other appurtenances of every nature and description including, without limitation, all such improvements required or appropriate for water, electricity, telecommunications, gas, sewage, septic, sanitary sewer, and storm drainage, and other public or private utilities or underground systems (the "Utility Infrastructure Improvements") in, to, over, under and across the Reciprocal Access Easement Area described in **Attachment "3"** for the benefit of the Boyer Parcels and the Benefitted Persons of Boyer, subject to the terms, conditions, covenants, agreements and restrictions hereinafter described in Sections 5 and 6.

(b) The Parties further covenant and agree not to terminate, amend or further modify the easements described in subsection 4(a) of this Agreement without the prior written consent of the Parties, or their respective, successors and assigns.

5. Grant of Temporary Construction Easement.

(a) The Government, for itself and its successors and assigns, further grants to Boyer, its successors and assigns, a temporary construction easement in, to, over and across the real property described in **Attachment "1"** for the following purposes which shall be diligently completed by Boyer, or its successors and assigns (collectively, the "Construction Work"): (i) staging the Construction Work, (ii) removing the existing pavement on the Reciprocal Access Easement Area, (iii) digging adjacent to the Existing Retaining Wall for purposes of determining the vertical and horizontal location of the Existing Retaining Wall and its foundation; (iv) installing temporary shoring of the Existing Retaining Wall and soils surrounding the Existing Retaining Wall; (v) installing tie-backs into the earth under the Existing Retaining Wall as necessary to laterally support the Temporary Shoring, and (vi) replacing the existing pavement in the Reciprocal Access Easement Area with asphalt or other similar materials reasonably necessary to complete a fully functional vehicular and pedestrian roadway. The term of the easement granted in this Section 5(a) (the "Construction Term") shall commence on the date of this Agreement and

terminate on: (i) the date that Boyer, or its successors and assigns, receives a certificate of completion from Salt Lake City for the Construction Work, or (ii) April 30, 2015, whichever event occurs first. Notwithstanding the foregoing in this subsection 5(a), any tie-backs installed as part of the Temporary Shoring shall remain permanent.

(b) The Parties, each for themselves and their respective successors and assigns, further covenant and agree that the Reciprocal Access Easement Area will remain open during the Construction Term except to the extent necessary for reasonable periods of time required for repair and maintenance or to prevent a public dedication. Notwithstanding the foregoing sentence, during the Construction Term, the Parties agree that portions of the Reciprocal Access Easement Area may be closed to pedestrians and traffic. During the Construction Term, Boyer shall not materially adversely restrict access to the Entrance Parking Lot from the State Street access point to the Reciprocal Access Easement Area when exercising any of the easements granted to it in this Agreement. Promptly after the Construction Term, Boyer shall repair the Reciprocal Access Easement Area to the same condition as such existed prior to commencement of the Construction Work.

(c) During the Construction Term, and during any maintenance or repair of the Utility Infrastructure Improvements by Boyer, or its successors and assigns, Boyer, or its successors and assigns, shall use commercially reasonable efforts to: (i) minimize any adverse impact to the use of any portion of the Government Fee Parcels and the Reciprocal Access Easement Area by the Government and its Benefitted Persons; (ii) except where required by emergencies or by law, avoid any construction activities outside the hours of 7am and 6pm Monday through Friday, including any overnight parking of Boyer, or its successors, assignor its agents; (iii) perform all work in a good and workmanlike manner in accordance with all Governmental Requirements; (iv) keep the Reciprocal Access Easement Area safe and free of hazardous conditions; and (v) promptly repair any damage or destruction occasioned to any portion of the Government Fee Parcels and the Reciprocal Access Easement Area as a direct result of performing the Construction Work.

(d) Boyer, for itself and its successors and assigns, hereby agrees to indemnify, defend and hold the Government harmless from and against: (i) any claim, loss, damage, liability or expense to the Government as a result of any personal injury, property damages, or any personal injury and property damages incurred arising out of or in connection with the Construction Work, and (ii) all reasonable costs and expenses of defending itself against or participating in any legal proceeding involving, any such claim, loss, damage, liability, or expense; provided, however, Boyer, or its successors and assigns, shall not indemnify, defend or hold harmless Government for gross negligence or intentional misconduct directly caused by the Government, its agents, officials, employees, contractors and subcontractors, which would give rise any such claim, loss, damage, liability or expense.

(e) Boyer, for itself and its successors and assigns, will maintain, and cause its contractors to maintain commercial general liability insurance policy on an occurrence basis insuring with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate covering bodily injury liability and property damage liability arising out of any claim, loss, damage, liability or expense arising out of or in

connection with the Construction Work. The Government shall be named as an additional insured on such policies.

(f) Time of Essence. Time is of the essence in respect of this Section 5.

6. Maintenance and Repair of the Reciprocal Access Easement Area.

(a) Except during the Construction Term and any maintenance or repairs called for under the terms, conditions, covenants, agreements and restrictions of the Utilities Infrastructure Easement identified in Section 4, Boyer, its successors and assigns, at no expense to the other Party, shall maintain and repair the Reciprocal Access Easement Area so that it is in good condition and repair and in compliance with all Governmental Requirements. All necessary maintenance and repair shall include, without limitation, the following: (i) once every calendar year, Boyer, or its successors and assigns, shall assess whether the Reciprocal Access Easement Area is in need of seal cracks or re-striping and shall perform such sealing or re-striping on a case-by-case basis, as needed, but in no event less than every three (3) calendar years; (ii) every five (5) calendar years, Boyer, or its successors and assigns, shall cover the Reciprocal Access Easement Area with slurry coat or other similar substance; (iii) every ten (10) to fifteen (15) calendar years, but no sooner than ten (10) calendar years and no later than fifteen (15) calendar years, Boyer, or its successors and assigns, shall re-pave the Reciprocal Access Easement Area; and (iv) Boyer, or its successors and assigns, shall perform pot-hole repairs covering the Reciprocal Access Easement Area on a case-by-case basis, as needed. During times of maintenance and repair, Boyer, or its successors and assigns, may block access to the Reciprocal Access Easement Area for periods of time reasonably necessary to conduct the repair and maintenance. Boyer, its successors and assigns, covenant and agree to cooperate with the Government on a mutually agreed time schedule to insure that reasonable portions of the Reciprocal Access Easement Area will remain open during such repair and maintenance. Boyer, its successors and assigns, shall further provide the Government an opportunity at least once each calendar year to provide comments to the Government on whether sealing and re-striping are needed earlier than every three (3) calendar year period.

(b) Boyer, for itself and its successors and assigns, hereby agrees to indemnify, defend and hold the Government harmless from and against: (i) any claim, loss, damage, liability or expense to the Government as a result of any personal injury, property damages, or any personal injury and property damages incurred arising out of or in connection with the repair and maintenance work contemplated under Section 6(a) above, and (ii) all reasonable costs and expenses of defending itself against or participating in any legal proceeding involving, any such claim, loss, damage, liability, or expense; provided, however, Boyer, or its successors and assigns, shall not indemnify, defend or hold harmless Government for gross negligence or intentional misconduct directly caused by the Government, its agents, officials, employees, contractors and subcontractors, which would give rise any such claim, loss, damage, liability or expense.

(c) Boyer, for itself and its successors and assigns, will maintain, and cause its contractors to maintain during such times as any such repair and maintenance work contemplated

under Section 6(a) above is conducted, commercial general liability insurance policy on an occurrence basis insuring with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate covering bodily injury liability and property damage liability arising out of any claim, loss, damage, liability or expense arising out of or in connection with any such repair and maintenance work contemplated under Section 6(a) above. The Government shall be named as an additional insured on such policies.

(d) If, the Government reasonably determines that Boyer, or its successors and assigns, is not meeting its maintenance and repair obligations for the Reciprocal Access Easement Area under Section 6(a) above, the Government shall give written notice to Boyer specifically asserting the particular deviation, deficiency or omission. Boyer shall then promptly take such steps as shall be necessary to verify the accuracy of the Government's assertion and remedy the deviation, deficiency or omission. However, if Boyer does not agree with the Government's asserted deviation, deficiency or omission exists, Boyer shall so notify the Government in writing. If Boyer and the Government are not able to agree whether any Government-asserted deviation, deficiency or omission exists, a "Deadlock" shall be deemed to exist. The Deadlock shall be resolved by mutual written agreement of the Parties or, if the Parties cannot agree within thirty (30) business days after the Deadlock first arises, the Parties shall submit the Deadlock first to mediation pursuant to the following procedure:

(i) Either Party may give written notice to the other Party of the election to submit the Deadlock to mediation.

(ii) After a Party gives notice (the "Mediation Notice") of the election to submit the Deadlock to mediation, the Parties shall mutually agree on a mediator, which mediator shall be a qualified, impartial person. The Deadlock shall be presented to the mediator within 30 days after the date of the Mediation Notice. The mediation shall be conducted in Salt Lake City, Utah.

(iii) If the Deadlock is not resolved to the mutual satisfaction of the Parties during the mediation, then immediately following the conclusion of any mediation, either of the Parties may proceed to pursue an appropriate legal remedy in a court having jurisdiction. For so long as Government owns the Government Parcels, such court shall be the applicable federal courts.

7. Amendment or Termination; Duration of Agreement. This Agreement may be amended or terminated only by an instrument filed for record in the office of the County Recorder of Salt Lake County, Utah that is executed by all of the Owners of all the Parcels. Unless otherwise provided in this Agreement, the term of this Agreement is perpetual; this Agreement shall be and remain in force and effect until terminated pursuant to this Section.

8. Covenants to Run with Land. This Agreement and the easements and covenants created by this Agreement constitute covenants running with the land with respect to the Parcels, and shall be binding upon and shall inure to the benefit of the respective Owners, their successors and assigns, and to the respective Benefitted Persons. Each Owner shall comply with and all respective interests created by this Agreement. By acquiring, in any way coming to have an

interest in a Parcel, the party so acquiring, coming to have such interest in a Parcel, shall be deemed to have consented to, and shall be bound by, each and every provision of this Agreement.

9. Enforcement. Subject to any obligation to engage in mediation pursuant to Section 6(d), the Owners of the Parcels, and their respective successors and assigns, shall have the sole right to enforce, through any permitted proceeding pursuant to the applicable federal, state and/or local laws, the terms, provisions, rights, obligations, restrictions, covenants and requirements of this Agreement. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, rights, obligations, restrictions, covenants and requirements of this Agreement shall not result in or be construed to be an abandonment or termination of this Agreement or any waiver of the right to insist upon such performance or compliance with the terms, provisions, rights, obligations, restrictions, covenants and requirements of this Agreement in the future.

10. Effective Date. The effective date of this Agreement shall be the latest date of execution by any of the signatories below.

11. Titles, Captions and References. All section titles or captions in this Agreement are for convenience of reference only, shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions of this Agreement. When this Agreement refers to a Section by number or other designation, such reference shall be deemed to be to the correspondingly numbered Section of this Agreement unless the context clearly refers to another agreement, document or instrument.

12. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

13. Applicable Law/Venue. The laws of the United States of America and, to the extent that there is no applicable or controlling federal law, the laws of the State of Utah, shall govern the interpretation, construction, and validity of this Agreement and venue, regardless of any principles of choice or conflicts of laws.

14. Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart of this Agreement shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

*(Remainder of page intentionally left blank)
Signatures appear on following page*

BOYER

BOYER QC HOLDINGS, L.C., a Utah limited liability company, by its Manager:

THE BOYER COMPANY, L.C., a Utah limited liability company

By: *Jacob L. Boyer*
Name: **Jacob L. Boyer**
Its: **Manager**

STATE OF UTAH

ss.

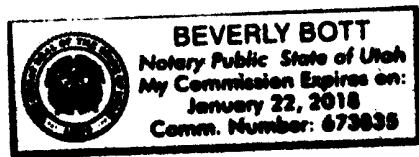
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 14th day of MAY, 2014 by Jacob Boyer, a Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is a Manager of BOYER QC HOLDINGS, L.C., a Utah limited liability company.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: 1/22/18

Beverly Bott
NOTARY PUBLIC
Residing at: Salt Lake County, Utah



ATTACHMENT 1

Legal Description of Government Easements Grant

**ACCESS EASEMENT
Conveyed by USA
Legal Description located in:
Section 6, T1S, R1E SLB & Meridian**

AN ACCESS EASEMENT FOR RIGHT OF WAY PURPOSES IN LOTS 4 AND 7 OF BLOCK 71, PLAT "A" , SALT LAKE CITY SURVEY, IN THE CITY OF SALT LAKE CITY, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY OF STATE STREET; SAID POINT BEING S00°01'43"E 76.50 FEET ALONG SAID EAST LINE, FROM THE NORTHWEST CORNER OF LOT 4, BLOCK 71, PLAT "A" SALT LAKE CITY SURVEY, SAID POINT OF BEGINNING ALSO BEING N00°01'43"W 481.21 FEET ALONG THE MONUMENT LINE IN STATE STREET, AND N89°58'22"E 68.10 FEET, FROM A SALT LAKE CITY MONUMENT IN THE INTERSECTION OF STATE STREET AND 200 SOUTH STREET; AND RUNNING THENCE N89°58'22"E 100.00 FEET; THENCE N00°01'43"W 3.00 FEET; THENCE N89°58'22"E 147.50 FEET; THENCE N00°01'43"W 10.50 FEET; THENCE N89°58'22"E 247.50 FEET; THENCE S00°01'43"E 19.50 FEET; THENCE S89°58'22"W 330.00 FEET; THENCE S00°01'43"E 9.00 FEET; THENCE S89°58'22"W 65.00 FEET; THENCE N00°01'43"W 3.00 FEET; THENCE S89°58'22"W 100.00 FEET, TO THE EAST LINE OF SAID STATE STREET; THENCE N00°01'43"W ALONG SAID LINE 12.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS 0.18 ACRES MORE OR LESS.

ATTACHMENT 2

Legal Description of Boyer Easement Grant

ACCESS EASEMENT
Conveyed by Boyer QC Holdings, LC
Legal Description located in:
Section 6, T1S, R1E SLB & Meridian
Prepared for Boyer QC Holdings, LC

AN ACCESS EASEMENT FOR RIGHT OF WAY PURPOSES IN LOTS 4 AND 7 OF BLOCK 71, PLAT "A", SALT LAKE CITY SURVEY, IN THE CITY OF SALT LAKE CITY, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY OF 200 EAST STREET; SAID POINT BEING S00°01'43"E ALONG SAID WEST LINE 67.19 FEET, FROM THE NORTHEAST CORNER OF LOT 7, BLOCK 71, PLAT "A" SALT LAKE CITY SURVEY, SAID POINT OF BEGINNING ALSO BEING N00°01'43"W 490.50 FEET ALONG THE MONUMENT LINE IN STATE STREET, AND N89°58'17"E 728.10 FEET, FROM A SALT LAKE CITY MONUMENT IN THE INTERSECTION OF STATE STREET AND 200 SOUTH STREET; AND RUNNING THENCE S00°01'43"E ALONG SAID WEST LINE 22.08 FEET; THENCE S89°58'17"W 1.21 FEET; THENCE S78°49'37"W 5.28 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 118.00 FEET; THENCE WESTERLY 22.95 FEET, THROUGH A CENTRAL ANGLE OF 11°08'44"; THENCE S89°58'21"W 123.11 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 98.00 FEET; THENCE WESTERLY 18.48 FEET, THROUGH A CENTRAL ANGLE OF 10°48'25", TO THE BEGINNING OF A REVERSE CURVE, WITH A RADIUS OF 102.00 FEET; THENCE WESTERLY 19.24 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°48'25"; THENCE S89°58'21" W 185.83 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 102.00 FEET; THENCE WESTERLY 16.68 FEET, THROUGH A CENTRAL ANGLE OF 09°22'06", TO THE BEGINNING OF A REVERSE CURVE, WITH A RADIUS OF 118.00 FEET; THENCE WESTERLY 19.29 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°22'06"; THENCE S89°58'21"W 83.55 FEET; THENCE N00°01'43"W 9.41 FEET; THENCE N89°58'22"E 330.00 FEET; THENCE N00°01'43"W 12.50 FEET; THENCE N89°58'22"E 125.34 FEET; THENCE N86°22'46"E 33.44 FEET; THENCE N83°30'29"E 6.33 FEET, TO THE POINT OF BEGINNING.

CONTAINS 0.14 ACRES MORE OR LESS.

ATTACHMENT 3

Legal Description of Reciprocal Access Easement Area

AN ACCESS EASEMENT FOR RIGHT OF WAY PURPOSES IN LOTS 4 AND 7 OF BLOCK 71, PLAT "A", SALT LAKE CITY SURVEY, IN THE CITY OF SALT LAKE CITY, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY OF STATE STREET; SAID POINT BEING S00°01'43"E 76.50 FEET ALONG SAID EAST LINE, FROM THE NORTHWEST CORNER OF LOT 4, BLOCK 71, PLAT "A" SALT LAKE CITY SURVEY, SAID POINT OF BEGINNING ALSO BEING N00°01'43"W 481.21 FEET ALONG THE MONUMENT LINE IN STATE STREET, AND N89°58'22"E 68.10 FEET, FROM A SALT LAKE CITY MONUMENT IN THE INTERSECTION OF STATE STREET AND 200 SOUTH STREET; AND RUNNING THENCE N89°58'22"E 100.00 FEET; THENCE N00°01'43"W 3.00 FEET; THENCE N89°58'22"E 147.50 FEET; THENCE N00°01'43"W 10.50 FEET; THENCE N89°58'22"E 247.50 FEET; THENCE S00°01'43"E 7.00 FEET; THENCE N89°58'22"E 125.34 FEET; THENCE N86°22'46"E 33.44 FEET; THENCE N83°30'29"E 6.33 FEET, TO THE WEST LINE OF 200 EAST STREET, SAID POINT BEING S00°01'43"E ALONG SAID WEST LINE 67.19 FEET, FROM THE NORTHEAST CORNER OF LOT 7, BLOCK 71, PLAT "A" SALT LAKE CITY SURVEY; THENCE S00°01'43"E ALONG SAID WEST LINE 22.08 FEET; THENCE S89°58'17"W 1.21 FEET; THENCE S78°49'37"W 5.28 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 118.00 FEET; THENCE WESTERLY 22.95 FEET, THROUGH A CENTRAL ANGLE OF 11°08'44"; THENCE S89°58'21"W 123.11 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 98.00 FEET; THENCE WESTERLY 18.48 FEET, THROUGH A CENTRAL ANGLE OF 10°48'25", TO THE BEGINNING OF A REVERSE CURVE, WITH A RADIUS OF 102.00 FEET; THENCE WESTERLY 19.24 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°48'25"; THENCE S89°58'21"W 185.83 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 102.00 FEET; THENCE WESTERLY 16.68 FEET, THROUGH A CENTRAL ANGLE OF 09°22'06", TO THE BEGINNING OF A REVERSE CURVE, WITH A RADIUS OF 118.00 FEET; THENCE WESTERLY 19.29 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°22'06"; THENCE S89°58'21"W 83.55 FEET; THENCE N00°01'43"W 0.41 FEET; THENCE S89°58'22"W 65.00 FEET; THENCE N00°01'43"W 3.00 FEET; THENCE S89°58'22"W 100.00 FEET, TO THE EAST LINE OF SAID STATE STREET; THENCE N00°01'43"W ALONG SAID LINE 12.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS 0.32 ACRES MORE OR LESS.

ATTACHMENT 4

Legal Description of Government Benefitted Fee Parcels

PARCEL 1

Legal Description located in:
Section 6, T1S, R1E SLB & Meridian
Prepared for USA

ALL THAT PORTION OF THE PARCEL RECORDED IN SPECIAL WARRANTY DEED, ENTRY NO. 1736565, OFFICIAL RECORDS, IN THE CITY OF SALT LAKE, SALT LAKE COUNTY, UTAH, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IDENTIFIED AS THE NORTHWEST CORNER OF LOT 5, BLOCK 71, PLAT "A", SALT LAKE CITY SURVEY, RUNNING THENCE N89°58'22"E (RECORD=EAST) 449.00 FEET; THENCE S00°01'43"E (RECORD=SOUTH) 165.00 FEET; THENCE N89°58'22"E (RECORD=EAST) 35.50 FEET; THENCE S00°01'43"E (RECORD=SOUTH) 63.00 FEET; THENCE S89°58'22"W (RECORD=WEST) 237.00 FEET; THENCE S00°01'43"E (RECORD=SOUTH) 10.50 FEET; THENCE S89°58'22"W (RECORD=WEST) 147.50 FEET; THENCE S00°01'43"E (RECORD=SOUTH) 3.00 FEET; THENCE S89°58'22"W (RECORD=WEST) 100.00 FEET; THENCE N00°01'43"W (RECORD=NORTH) 241.50 FEET, TO THE POINT OF BEGINNING.

PARCEL 2

TOGETHER WITH ALL THAT PORTION OF THE PARCEL No. 2 RECORDED IN SPECIAL WARRANTY DEED, ENTRY NO. 2044577, OFFICIAL RECORDS, IN THE CITY OF SALT LAKE, SALT LAKE COUNTY, UTAH, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING 0.40 FEET N00°01'43"W (RECORD=NORTH) OF A POINT IDENTIFIED AS THE SOUTHWEST CORNER OF LOT 4, BLOCK 71, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE N00°01'43"W (RECORD=NORTH) ALONG THE EAST LINE OF STATE STREET 76.10 FEET; THENCE N89°58'22"E (RECORD=EAST) 100.00 FEET; THENCE S00°01'43"E (RECORD=SOUTH) 3.00 FEET; THENCE N89°58'22"E (RECORD=EAST) 65.00

FEET; THENCE S00°01'43"E (RECORD=SOUTH) 73.10 FEET; THENCE S89°58'22"W (RECORD=WEST) 165.00 FEET, TO THE POINT OF BEGINNING.

PARCEL 3

ALSO TOGETHER WITH A PORTION OF THE VACATED ALLEY WAY AS SHOWN ON AN ORDINANCE VACATING RECORDED MARCH 28, 1961, AS ENTRY NO. 1768904, IN BOOK 1791, AT PAGE 121, OFFICIAL RECORDS, BEING A PART OF LOTS 4 AND 7 OF BLOCK 71, PLAT "A", SALT LAKE CITY SURVEY, IN THE CITY OF SALT LAKE CITY, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY OF STATE STREET; SAID POINT BEING S00°01'43"E 76.50 FEET ALONG SAID EAST LINE, FROM THE NORTHWEST CORNER OF LOT 4, BLOCK 71, PLAT "A" SALT LAKE CITY SURVEY, SAID POINT OF BEGINNING ALSO BEING N00°01'43"W 481.21 FEET ALONG THE MONUMENT LINE IN STATE STREET, AND N89°58'22"E 68.10 FEET, FROM A SALT LAKE CITY MONUMENT IN THE INTERSECTION OF STATE STREET AND 200 SOUTH STREET; AND RUNNING THENCE N89°58'22"E 100.00 FEET; THENCE N00°01'43"W 3.00 FEET; THENCE N89°58'22"E 147.50 FEET; THENCE N00°01'43"W 10.50 FEET; THENCE N89°58'22"E 247.50 FEET; THENCE S00°01'43"E 19.50 FEET; THENCE S89°58'22"W 330.00 FEET; THENCE S00°01'43"E 9.00 FEET; THENCE S89°58'22"W 65.00 FEET; THENCE N00°01'43"W 3.00 FEET; THENCE S89°58'22"W 100.00 FEET, TO THE EAST LINE OF SAID STATE STREET; THENCE N00°01'43"W ALONG SAID LINE 12.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS 2.94 ACRES MORE OR LESS.

ATTACHMENT 5

Legal Description of Boyer Benefitted Fee Parcels

**Legal Description located in:
Section 6, T1S, R1E SLB & Meridian
Prepared for Boyer QC Holdings, LC**

A PORTION OF THE PARCEL RECORDED IN CONSOLIDATION QUITCLAIM DEED ENTRY No. 11697647, OFFICIAL RECORDS, AND SPECIAL WARRANTY DEED ENTRY No. 11541424, OFFICIAL RECORDS, IN THE CITY OF SALT LAKE, SALT LAKE COUNTY, UTAH, BEING A PART OF BLOCK 71, PLAT "A", SALT LAKE CITY SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, OF SAID BLOCK 71, SAID POINT BEING ON THE EAST LINE OF STATE STREET, BEING NORTH 0°01'43" WEST ALONG SAID EAST LINE 165.00 FEET, FROM THE SOUTHWEST CORNER OF SAID BLOCK 71, SAID POINT OF BEGINNING ALSO BEING NORTH 0°01'43" WEST 227.71 FEET ALONG THE MONUMENT LINE IN STATE STREET AND NORTH 89°58'22" EAST 68.10 FEET FROM A SALT LAKE CITY MONUMENT IN THE INTERSECTION OF STATE STREET AND 200 SOUTH STREET, AND RUNNING; THENCE NORTH 0°01'43" WEST ALONG THE EAST LINE OF SAID STATE STREET 165.40 FEET; THENCE NORTH 89°58'22" EAST 176.50 FEET; THENCE SOUTH 0°01'43" EAST 165.40 FEET, TO THE SOUTH LINE OF LOT 3, OF SAID BLOCK 71; THENCE SOUTH 89°58'22" WEST 176.50 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH A PORTION OF THE PARCEL RECORDED IN CONSOLIDATION QUITCLAIM DEED ENTRY No. 11697647, OFFICIAL RECORDS, IN THE CITY OF SALT LAKE, SALT LAKE COUNTY, UTAH, BEING A PART OF BLOCK 71, PLAT "A", SALT LAKE CITY SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 3, OF SAID BLOCK 71, BEING NORTH 0°01'43" WEST ALONG SAID EAST LINE OF STATE STREET 165.00 FEET, AND NORTH 89°58'22" EAST 176.50 FEET, FROM THE SOUTHWEST CORNER OF SAID BLOCK 71, SAID POINT OF BEGINNING ALSO BEING NORTH 0°01'43" WEST 227.71 FEET ALONG THE MONUMENT LINE IN STATE STREET AND NORTH 89°58'22" EAST 244.60 FEET FROM A SALT LAKE CITY MONUMENT IN THE INTERSECTION OF STATE STREET AND 200 SOUTH STREET, AND RUNNING; THENCE NORTH 0°01'43" WEST 165.40 FEET; THENCE SOUTH 89°58'22" WEST 11.50 FEET; THENCE NORTH 0°01'43" WEST 73.10 FEET; THENCE NORTH 89°58'22" EAST 82.50 FEET; THENCE NORTH 0°01'43" WEST 9.00 FEET; THENCE NORTH 89°58'22" EAST 247.50 FEET; THENCE NORTH 0°01'43" WEST 19.50 FEET; THENCE SOUTH 89°58'22" WEST 10.50 FEET; THENCE NORTH 0°01'43" WEST 63.00 FEET. TO THE NORTH LINE OF LOT 7, OF SAID BLOCK 71; THENCE SOUTH 89°58'22" WEST ALONG SAID NORTH LINE 35.50 FEET; THENCE NORTH 0°01'43" WEST 165.00 FEET, TO THE SOUTH LINE OF

100 SOUTH (NORTH LINE OF SAID BLOCK 71); THENCE NORTH 89°58'22" EAST 211.00 FEET, TO THE NORTHEAST CORNER OF SAID BLOCK 71, SAID POINT BEING THE INTERSECTION OF THE EAST LINE OF 200 EAST AND THE SOUTH LINE OF 100 SOUTH; THENCE SOUTH 0°01'43" EAST ALONG THE EAST LINE OF 200 EAST 278.99 FEET; THENCE SOUTH 89°58'22" WEST 194.80 FEET; THENCE SOUTH 0°01'43" EAST 216.01 FEET, TO THE SOUTH LINE OF LOT 8, OF SAID BLOCK 71; THENCE SOUTH 89°58'22" WEST ALONG THE SOUTH LINE OF LOT 8 AND SOUTH LINE OF LOT 3, OF SAID BLOCK 71, A DISTANCE OF 288.70 FEET, TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH A PORTION OF THE VACATED ALLEY WAY AS SHOWN ON AN ORDINANCE VACATING RECORDED MARCH 28, 1961, AS ENTRY NO. 1768904, IN BOOK 1791, AT PAGE 121, OFFICIAL RECORDS, BEING A PART OF LOTS 4 AND 7 OF BLOCK 71, PLAT "A", SALT LAKE CITY SURVEY, IN THE CITY OF SALT LAKE CITY, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL NO. 16-06-107-002 AS SHOWN IN WARRANTY DEED ENTRY NO. 2044577, SAID POINT BEING S00°01'43"E ALONG EAST LINE OF STATE STREET 88.50 FEET, TO THE NORTH LINE OF SAID PARCEL, AND ALONG SAID NORTH LINE THE FOLLOWING THREE (3) COURSES: 1) N89°58'22"E 100.00 FEET, 2) S00°01'43"E 3.00 FEET, AND 3) N89°58'22"E 65.00 FEET FROM THE NORTHWEST CORNER OF LOT 4, BLOCK 71, PLAT "A" SALT LAKE CITY SURVEY, SAID POINT OF BEGINNING ALSO BEING N00°01'43"W 466.21 FEET ALONG THE MONUMENT LINE IN STATE STREET, AND N89°58'22"E 233.10 FEET, FROM A SALT LAKE CITY MONUMENT IN THE INTERSECTION OF STATE STREET AND 200 SOUTH STREET; AND RUNNING THENCE N00°01'43"W 9.00 FEET; THENCE N89°58'22"E 82.50 FEET; THENCE S00°01'43"E 9.00 FEET; THENCE S89°58'22"W 82.50 FEET, TO THE POINT OF BEGINNING.

CONTAINS 3.60 ACRES MORE OR LESS.