

WHEN RECORDED, MAIL TO:

Recorded 1-11-74 at 1123  
Request of SECURITY TITLE COMPANY  
Fee Paid, JERADEAN MARTIN  
Recorder, Salt Lake County, Utah  
\$ 8.50 By [Signature] Deputy

RETURN TO - SECURITY TITLE CO  
RECROW DEPT.

Space Above This Line for Recorder's Use

SECURITY TITLE CO.  
CFT # 134071

2593623

# Warranty Deed

(Corporate Form)

TELEMATION, INC.

, a corporation organized and existing under the laws of the State of Utah, with its principal office at Salt Lake City, of County of Salt Lake, State of Utah, grantor, hereby conveys and warrants to

TECHNOLOGY SQUARE, INC., a corporation

of Salt Lake City, Salt Lake County, Utah for the sum of TEN DOLLARS and other good and valuable consideration ~~DOX XXXX~~ the following described tract of land in Salt Lake County, State of Utah:

An undivided 100% interest in and to the first parcel of land described in Exhibit A attached hereto and an undivided 50% interest in and to the second tract of land described in said Exhibit A attached hereto.

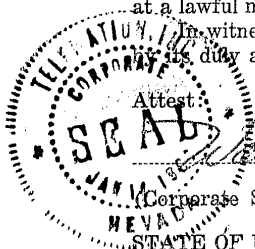
Grantor herein reserves a Right of Way over and across the existing road way situated on the Northerly portion of the Second Tract of land described in Exhibit A attached hereto. Said Right of Way shall terminate upon public dedication of the existing road.

Subject to a note and mortgage on the said property having an unpaid balance due and owing as of date hereof of \$125,000.00, one-half of which Grantee assumes and agrees to pay.

Subject to the Rules, Regulations, and Restrictive Covenants as set forth in Exhibit B attached hereto.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

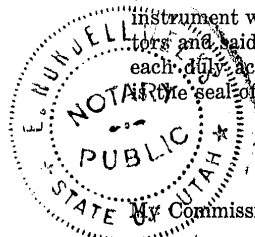
In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed and its duly authorized officers this 28th day of December A. D., 1973,



Attest: [Signature] }  
Asst. Secretary. }  
By R. Terry Hoffmann }  
TELEMATION, INC. } Company  
VICE President. }

STATE OF UTAH,  
County of Salt Lake } ss.

On the 28th day of December, A. D. 1973, personally appeared before me Walter P. Emami and R. Terry Hoffmann, who being by me duly sworn did say, each for himself, that he, the said Walter P. Emami is the president, and he, the said R. Terry Hoffmann is the secretary of TELEMATION, INC. and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Walter P. Emami and R. Terry Hoffmann each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



[Signature]  
Notary Public.

My Commission expires 9-12-77 My residence is Quintana, Utah

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EXHIBIT A

ONE HUNDRED PERCENT (100%) OWNERSHIP INTEREST:

BEGINNING at a point on the South line of 2100 South Street which is N 89°43'44" East 964.164 feet and South 50.0 feet from the North  $\frac{1}{4}$  corner of Section 20, Township 1 South, Range 1 West, SLB & M, and running thence South 727.789 feet; thence East 362.450 feet; thence N 0°04'45" W 729.50 feet to the South line of 2100 South Street; thence S 89°43'44" W 361.446 feet along said South line to the point of beginning, containing 6.054 acres.

FIFTY PERCENT (50%) OWNERSHIP INTEREST:

BEGINNING at a point on the East line of 3600 West Street, said point of beginning being S 0°04'50" E 754.998 feet and East 33.00 feet from the North  $\frac{1}{4}$  corner of Section 20, Township 1 South, Range 1 West, SLB & M; thence East 210.35 feet to the beginning of a 227.276 foot radius curve; thence Southeasterly along said curve to the right a distance of 178.50 feet through a central angle of 45°; thence S 45° E 331.574 feet; thence N 45° E 399.934 feet; thence East 404.225 feet; thence S 0°04'45" E 1876.309 feet; thence S 0°05'29" E 1367.117 feet to a point on the extension of the Northerly boundary line of Ridgeland Acres No. 4, a Subdivision; thence along said extension and Northerly lines of Ridgeland Acres No. 4 and Ridgeland Acres No. 1 Subdivisions West 183.717 feet, South 13.114 feet; West 100.00 feet, North 159.538 feet; West 150.00 feet, South 20.363 feet, West 659.00 feet, South 20.00 feet and West 200.15 feet to the East line of 3600 West Street; thence along said East line N 0°04'50" W 1707.519 feet; thence East 470.00 feet; thence N 45° E 260.00 feet; thence North 225.324 feet; thence West 194.10 feet to the beginning of a 34.166 foot radius curve; thence Southeasterly along said curve to the left for a distance of 32.20 feet through a central angle of 54° to a point of reverse curve where the bearing between curve centers is N 54° W; thence along the arc of a 75.00 foot radius curve to the right for a distance of 376.99 feet through a central angle of 288° to a point of reverse curve where the bearing between curve centers is S 54° W; thence Southeasterly along the arc of a 34.166 foot radius curve to the left for a distance of 32.20 feet through a central angle of 54°; thence East 240.117 feet; thence North 360.827 feet; thence West 701.031 feet to the East line of 3600 West Street, thence along said line N 0°04'50" W 618.073 feet to the point of beginning, containing 79.875 acres.

EXHIBIT "B"

RULES, REGULATIONS, AND RESTRICTIVE COVENANTS  
TECHNOLOGY SQUARE

Attached to and made a part of that certain Lease Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, by and between TECHNOLOGY SQUARE ASSOCIATES, as Lessor, and \_\_\_\_\_, as Lessee.

I. PERMITTED USES. The purpose of TECHNOLOGY SQUARE is to create an attractive environment for the conducting business enterprises which do not create a hazard or are not offensive due to appearance or to the emission of noxious odors, smoke, or noise, and to conduct wholesale and retail operations, research laboratories, central office facilities and selective supporting facilities. To promote such an area retailing businesses are allowed which fall within this general category. Lessor shall review the proposed use of each parcel of land and approve each use, keeping in mind the broad outlines of the purpose of this office and commercial park.

II. PROHIBITED USES. No portion of the property may be occupied by any of the following uses.:

- (1) Residential purposes except for the dwelling of watchmen or other employees attached to a particular enterprise authorized in the area.
- (2) Storage in bulk of any junk, wrecked autos or materials of any nature in or adjacent to the Premises.
- (3) No portion of the premises or any building or structure thereon at any time shall be used for the manufacture, storage, distribution, or sale of any products or items which shall increase the fire hazard of adjoining property; or for any business which constitutes a nuisance or causes the emission of odors of a gas injurious to products manufactured or stored on adjoining premises or which emit undue noise or for any purpose which will injure the reputation of said premises or the neighboring property or for any use which is in violation of any of the laws of Salt Lake County, or the State of Utah.

III. LAND USE. All buildings constructed in TECHNOLOGY SQUARE shall maintain the following setbacks and landscaped areas:

- (1) Front Yards: All buildings shall be sited parallel to the fronting street and shall maintain a minimum setback of thirty-five (35) feet from the curb. Buildings located on a curved street shall be located such that the closest point is not less than twenty (20) feet from the curb. Parking shall not extend across the entire front of the property, nor exceed twenty (20) feet in depth from the curb. Up to twenty percent (20%) of a front yard may be devoted to customer parking, and a landscaped buffer of not less than ten (10) feet shall be maintained in front of each building, unless prior approval is obtained from Lessor.
- (2) Side Yards: When parking or driveways exist within the side yard of any building, landscaped buffer of not less than ten (10) feet in width shall be maintained between building, parking areas, or driveways.

- (3) Rear Yards: Rear yards of all buildings shall be landscaped and maintained as an integral part of the entire project. Where parking, service yards, loading docks, etc. occur in the rear of buildings, and do not extend across the entire rear of the building, the remaining portion shall be landscaped.
- (4) Refuse and Miscellaneous Storage: Where exterior space is needed for temporary storage or the location of garbage collection equipment, it shall be visually screened by a wall or fence no less than five (5) feet in height and of materials compatible and similar to the Lessee's building. Every effort should be made to landscape around such facilities.

IV. SIGNS. Criteria have been established for the purpose of assuring an outstanding development and for the mutual benefit of all Lessees. Signs installed as nonconforming or unapproved must be brought into conformance at the expense of the Lessee.

A. General Requirements:

1. Each Lessee shall submit or cause to be submitted to Lessor for approval, before fabrication, at least three (3) copies of detailed drawings indicating for location, size, layout, design and color of the proposed signs, including all lettering and/or graphics.
2. All permits for signs and their installation shall be obtained by the Lessee or his representative, and shall conform to all local building and electrical codes.
3. All signs shall be constructed and installed at Lessee's expense.
4. Lessee shall be responsible for the fulfillment of all requirements of these criteria.

B. General Specifications

1. No animated, flashing, or audible signs will be permitted.
2. No exposed lamps or tubing will be permitted. No exposed raceways, crossovers, conduit or brackets will be permitted. All cabinets, conductors, transformers and other equipment shall be concealed.
3. Electrical service to all signs shall be on Lessee's meter.

C. Location of Signs:

1. Each Lessee will be permitted to install one illuminated or non-illuminated sign on the face of the building. The maximum projection of the sign from the face of the building without special variance shall be nine (9) inches.
2. No signs perpendicular to the face of the building will be permitted.
3. No signs shall be allowed or located on canopies, over-hangs, or on the roof structure.
4. No free standing signs shall be allowed, other than the Lessor's signs used for advertising or denoting the TECHNOLOGY SQUARE complex.

D. Design Requirements:

1. The content of all signs on the face of buildings shall be limited to the name of the Lessee and/or the corporate symbol. Wording of signs shall not include the product(s) sold except as part of Lessee's trade names or insignia.

2. Lessees are encouraged to have signs designed as an integral part of the building face design with letter size and location approximately scaled and proportioned to the overall building design. The design of all signs, including style and placement of letterings, size, color, materials and method of illumination, shall be subject to the approval of Lessor.

E. Construction Requirements:

1. All exterior signs, bolts, fastenings and clips shall be enamelling iron with porcelain enamel finish, stainless steel, aluminum, brass or bronze or other rust free metal. No black iron materials of any type will be permitted.

2. All letters shall be fabricated using full-welded construction. Location of all openings for conduit in sign panels of building walls shall be indicated by the sign contractor on drawings submitted to Lessor's architect. All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight condition. No labels will be permitted on the exposed surface of signs except those required by local ordinance which shall be applied in an inconspicuous location. Sign contractor shall repair any damage to any work caused by his work. Lessee shall be fully responsible for the operation of Lessee's sign contractors.

F. Miscellaneous Requirements:

1. Lessee, his representative, or his sign contractor shall at the termination of this Lease Agreement, remove Lessee's sign and repair damaged area to its original condition before Lessee's sign was erected.

2. Lessee, his representative, or his sign contractor shall, during the term of this Lease, repair and maintain in a clean and orderly fashion, all signs. If Lessee fails to repair or maintain said sign(s) after ten (10) days written notice to do so from the Lessor, Lessor may repair, clean or maintain said sign(s) and the cost thereof shall be payable by Lessee to Lessor upon demand as additional rent.

3. The candlepower of each illuminated sign shall be approved by Lessor.

V. STORAGE. No land or buildings shall be used so as to permit the keeping of articles, goods or materials in the open or exposed to public view.

VI. LOADING DOCKS. Truck loading docks will not be permitted on any frontage road in TECHNOLOGY SQUARE, except as permitted by Lessor. All docks shall be set back at least sixty-five (65) feet from the curb and gutter line.

VII. CONSTRUCTION REQUIREMENTS AND COMMITTEE APPROVAL. Construction or alteration of all buildings in TECHNOLOGY SQUARE shall meet the standards provided for in these restrictions. Lessee, prior to construction or alteration of any building must submit two (2) sets of proposed plans and specifications to Lessor for approval. Lessor shall review the plans to assure that exterior design, materials, color of materials and quality of the work contemplated is compatible with the structures and improvements existing or planned in TECHNOLOGY SQUARE. Written approval of such plans by Lessor shall be proof of compliance with these restrictions.

The building codes of the Salt Lake County in effect at the time of any construction shall apply.

VIII. DESIGN. Any building erected on the property shall be of exterior finish and of a design compatible with those structures and improvements existing and planned for TECHNOLOGY SQUARE as interpreted by Lessor. All sides of said building must be finished in a manner similar to and compatible with the front of the building. Should a duplex type building be constructed, the type and color of face brick, or other finish materials, must be the same entire exterior of the building. All other types of construction not covered in the above must first be submitted to and have the written approval of Lessor.

Plans and specifications for the construction, installation or alteration of all signs, loading docks, parking facilities and landscaped areas must be submitted to and have written approval of Lessor.

Lessor shall review the proposed use of the property and shall reserve the right to refuse to approve any plan for a use which, in its opinion, is not in keeping with the proposed concept of TECHNOLOGY SQUARE. Where a proposed development could become offensive, Lessor shall have the right to require special equipment or special design features to overcome such conditions. In all cases where approval of Lessor is required, Lessor shall act within fifteen (15) days from date of request.

IX. LANDSCAPING AND MAINTENANCE. A landscaping and watering system plan will be provided for each Lessee by the Lessor to assure its compatibility with the Project. Landscaping must be complete within ninety (90) days of completing the building, or Lessor may have it done at Lessee's or Buyer's expense. Maintenance of all exterior landscaped areas will be provided by Lessor, and Lessee will reimburse Lessor for maintenance.

XI. EXTERIOR LIGHTING. All exterior floodlights, spotlights, parking or landscape lighting and any other exterior lighting application shall be in conformity with the style and intensity of lighting established in TECHNOLOGY SQUARE, and shall be submitted (by plan and specification) to the Lessor for approval prior to installation.

XII. EMPLOYEE PARKING. Parking as provided to Lessee for its employees shall be used for parking and no other purpose. Such areas shall not be used for future construction expansion unless additional parking is provided contiguous or adjacent thereto. Employee parking shall be confined to the area reserved for Lessee and its employees.

The following ratios will be followed: (1) stall for every 300 feet of office; (1) stall for each 500 feet of manufacturing, and (1) for each 600 feet of light industrial; (1) stall each 1,000 feet of warehouse. No parking will be allowed on the roadways of the development.

XIII. MISCELLANEOUS.

No storage of vehicles shall be allowed other than those directly used in the operation of normal business.

No maintenance or repairs of vehicles shall be allowed in any common area or areas reserved for customer or employee parking.

No common areas reserved for customer or employee parking shall be used for motorcycle traffic or off highway vehicles similar to mini bikes, mctorcycles, dune buggies, snowmobiles or any similar vehicle not normally used on streets or subject to regulated registration.

All utility systems will be underground and approved before installation.

No heating, air conditioning, electric , or other equipment shall be installed on the roof of any building or structure, or hung on exterior walls unless the same is screened, covered, or installed in a manner which shall first have been approved by the Lessor.