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WHEN RECORDED RETURN TO:

Elizabeth M. Haslam, Esq.
Jones, Waldo, Holbrook & McDonough
1500 First Interstate Plaza
170 South Main Street
Salt Lake City, Utah 84101

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08/14/97 09:47 AM 48.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
REC BY: P ANDERSON DEPUTY - WI

SECONDARY ACCESS EASEMENT
[Wallnet Investments, L.C./R. W. Sims Revocable Trust/
Rowell W. Sims and Carolyn A. Sims]

THIS AGREEMENT (this "Agreement") is entered into as of the 23 day of July, 1997, among WALLNET INVESTMENTS, L.C., a Utah limited liability company ("Grantor"), whose address is 165 South Main Street, Suite 500, Salt Lake City, Utah 84111, R. W. SIMS, ROWELL W. SIMS and DAVID J. SIMS, as trustees of the R. W. SIMS REVOCABLE TRUST ("Trust"), under an Amended and Restated Trust Agreement dated August 24, 1995 (collectively, the "Trustees"), whose address is c/o David J. Sims, trustee, 3005 Custer Avenue, Loveland, Colorado 80538-2546, and ROWELL W. SIMS and CAROLYN A. SIMS, whose address is 6401 South Holladay Boulevard, Salt Lake City, Utah 84121. (Rowell W. Sims and Carolyn A. Sims are referred to in this instrument as "Sims," and the Trustees and the Sims are collectively referred to in this instrument as "Grantees").

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor hereby conveys to Grantees, for the benefit of the property now owned by Grantees and legally described on Exhibit "A" attached hereto and incorporated herein by reference (the "Benefitted Property"), a nonexclusive right-of-way and easement for vehicular ingress and egress on, over and across certain real property located in Salt Lake County, Utah, described on Exhibit "B" attached hereto and incorporated herein by reference ("Easement Parcel"), solely in order to provide access between the Benefitted Property and 3000 East Street.

SUCH RIGHT-OF-WAY AND EASEMENT, except as set forth below, is granted for the benefit of (i) the Sims and the beneficiaries of the Trust, (ii) the spouses, descendants or other heirs of the Sims or of such beneficiaries (collectively, the "Sims Family"), (iii) any trust for the benefit of one or more members of the Sims Family, and (iv) any partnership, limited liability company or other entity owned by one or more members of the Sims Family (collectively, the "Authorized Users") so long as the Authorized Users own fee simple title to all or part of the Benefitted Property.

SUCH RIGHT-OF-WAY AND EASEMENT, except as set forth below, (i) shall only be used for ancillary and not primary purposes and shall not be nor be construed to constitute a public right-of-way or thoroughfare, (ii) shall not be used for commercial or business purposes, (iii) shall not constitute an easement, right-of-way or covenant running with the land,

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except that the Authorized Users shall be deemed the beneficiaries of the right-of-way and easement granted herein so long as they own fee simple interest in all or part of the Benefitted Property, and except that, in the event all or part of the Benefitted Property is at any time owned by a person other than an Authorized User, then such owner shall be entitled to utilize such right-of-way and easement for emergency purposes only, (iv) shall be over and across the Easement Parcel at the location designated from time to time by Grantor or any other Owner (as defined below) of the Easement Parcel, the parties acknowledging that the right-of-way and easement shall not necessarily be located on a road or driveway, but may be located over a parking area and/or delivery staging area, and (v) shall be subject to Grantor's, its successors' and assigns', right to relocate the Easement Parcel so long as the Easement Parcel provides vehicular access between the Benefitted property and 3000 East Street. Grantor shall install a gate or other mutually acceptable barrier (e.g., a cable or chain) (the "Gate") between the Benefitted Property and the Easement Parcel at its sole cost and expense. Grantees shall have no obligation to maintain, repair or replace the Gate unless required as the result of damage to the Gate caused by the negligence, intentional act or omission to act of Grantee(s) or any Authorized User or other person Grantee(s) or any Authorized User allows to use the Gate. The right-of-way and easement granted herein shall be conditioned upon Grantees' and the Authorized Users' (i) keeping the Gate at all times closed and locked, except when vehicles are actually passing through the Gate, and (ii) using the gated area as the only access to the Easement Parcel. Grantees shall have the right to keep a key to the Gate. Upon Grantor's written request, Grantees agree to execute and permit to be recorded a release of and an amendment to this Agreement which changes the legal description and location of the Easement Parcel as provided above.

Grantees hereby release, quitclaim and convey to Grantor any claim, right, title or interest to any easement, right-of-way or other right for vehicular access in connection with the Benefitted Property and across any property owned by Grantor or its affiliates, including, without limitation, the Easement Parcel and the property described in Exhibit "C" attached hereto and incorporated herein, other than the easement and right-of-way granted herein and other than the easement granted to grantees in that certain Deed of Easement dated January 10, 1996 and recorded January 17, 1996 as Entry No. 6259075 at Book 7311, page 842, in the records of the Salt Lake County Recorder, which easement remains in full force and effect and is hereby ratified and confirmed by grantor and grantees.

NOTWITHSTANDING ANYTHING TO THE CONTRARY contained in this Agreement, in the event and on and after the date that Grantor or any affiliate of Grantor becomes the record owner (the "Owner") of title in the official records of the Salt Lake County Recorder of all or a portion of the Benefitted Property, this Agreement shall be permanently modified as follows (without the need of any further writing), irrespective of the subsequent identity of the Owner of the Benefitted Property (that is, whether or not Grantor or any affiliate of Grantor continues to be the Owner):

- (i) the right-of-way and easement granted by this Agreement;

(A) shall exist as an appurtenance to, and for the benefit of, the Benefitted Property;

(B) shall be a non-exclusive right-of-way and easement for vehicular ingress and egress on, over and across those portions of the following real property located in Salt Lake County, Utah which are improved from time to time with driveways or other areas designed for vehicular ingress and egress:

Beginning at a point which is North 00°08'51" East 540.34 feet along the Section line and East 1725.01 feet from the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 52°29'23" East 86.73 feet; thence North 79°12'42" East 119.00 feet; thence North 57°53'55" East 100.26 feet to a point on the centerline of Big Cottonwood Creek; thence along said centerline the following five (5) courses; South 10°59'32" East 138.07 feet; South 20°59'32" East 62.73 feet; South 50°00'00" East 95.00 feet; South 60°00'00" East 32.21 feet; and South 49°55'31" East 50.66 feet; thence leaving said centerline South 42°42'26" West 164.67 feet to a point on the centerline of Cottonwood Parkway; thence along said centerline the following three (3) courses: North 77°30'44" West 27.42 feet to a point on a 330.00 foot radius curve to the right (radius bears North 12°29'16" East); thence along said curve 230.39 feet; thence North 37°30'37" West 213.48 feet to the point of beginning;

(C) shall be perpetual in nature and constitute a covenant running with the land;

(D) may be used for primary, commercial, business and any other lawful purposes, and shall not be limited to use for only ancillary or emergency purposes; and

(E) shall be relocated only with the prior written consent of the Owner of the Benefitted Property; and

(ii) the Owner of the Benefitted Property may, at its sole cost and expense, remove any Gate installed pursuant to the foregoing portion of this Agreement, in which event the provisions of this Agreement relating to the Gate shall terminate and have no further force or effect.

GRANTOR AND GRANTEE have executed this instrument on the respective dates set forth below, to be effective as of the date first set forth above.

GRANTOR:

JW

WALLNET INVESTMENT, L.C.
by its Manager and Members:

JMM

COTTONWOOD CORPORATE CENTER, L.L.C.,
a Utah limited liability company

Date: _____

By: _____
John L. West, Manager

ESNET, LTD.,
a Utah limited partnership

Date: _____

By: _____
Daniel W. Campbell, General Partner

GRANTEES:

R.W. SIMS REVOCABLE TRUST

Date: _____

By: *R.W. Sims Trustee*
R.W. Sims, Trustee

Date: _____

By: *Rowell W. Sims*
Rowell W. Sims, Trustee

Date: _____

By: *David J. Sims*
David J. Sims, Trustee

WALLNET:

WALLNET INVESTMENTS, L.C.,
by its manager:

COTTONWOOD CORPORATE CENTER L.L.C.,
a Utah limited liability company,
by its members:

OREGON-CALIFORNIA PARTNERS, L.P.,
a California limited partnership,
by its general partner:

REDMOND HOLDINGS, INC.
an Oregon corporation

By



Larry J. Mielke
President

Date

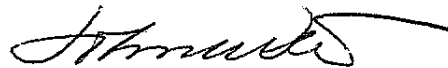
1/23/97

C & E HOLDINGS PARTNERSHIP,
a Utah general partnership,
by its managing general partner:

COTTONWOOD EQUITIES, LTD.,
a Texas limited partnership,
by its general partner:

COTTONWOOD REALTY SERVICES, L.L.C.,
a Texas limited liability company

By



John L. West
Managing Director

Date

July 23, 1997

Date: _____

Rowell W. Sims
Rowell W. Sims, individually

Date: _____

Carolyn A. Sims
Carolyn A. Sims, individually

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

JW RAM

The foregoing instrument was acknowledged before me this _____ day of _____, 1997, by John L. West, one of the Managers of Cottonwood Corporate Center L.L.C., the Manager and a Member of Wallnet Investment, L.C.

My commission expires: _____

Notary Public
Residing at: _____

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 1997, by Daniel W. Campbell, the General Partner of Esnet, Ltd., a Member of Wallnet Investment, L.C.

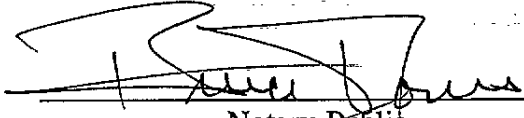
My commission expires: _____

Notary Public
Residing at: _____

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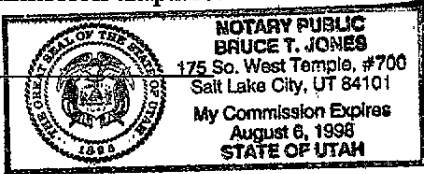
State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 23 day of July, 1997, by Lary J. Mielke, the President of Redmond Holdings, Inc., the general partner of Oregon-California Partners, L.P., one of the members of Cottonwood Corporate Center L.L.C., the manager of Wallnet Investments, L.C.



Notary Public

My Commission Expires:

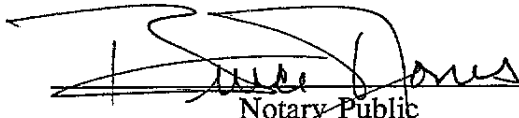


Residing at:

SLC, Utah

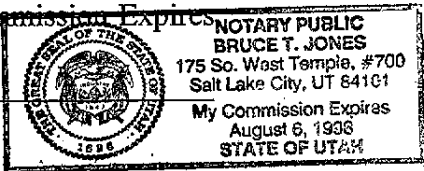
State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 23 day of July, 1997, by John L. West, the managing director of Cottonwood Realty Services, L.L.C., the general partner of Cottonwood Equities, Ltd., the managing partner of C & E Holdings Partnership, one of the members of Cottonwood Corporate Center L.L.C., the manager of Wallnet Investments, L.C.



Notary Public

My Commission Expires:

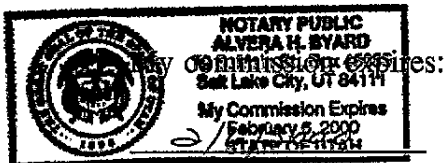


Residing at:

SLC, Utah

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

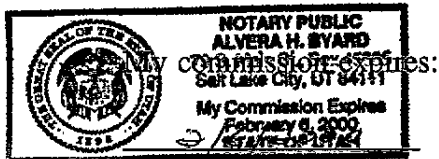
The foregoing instrument was acknowledged before me this 16th day of June, 1997, by R. W. Sims, Trustee of the R. W. Sims Revocable Trust.



Alvera H. Byard
Notary Public
Residing at: Sandy, Utah

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 16th day of June, 1997, by Rowell W. Sims, Trustee of the R. W. Sims Revocable Trust.



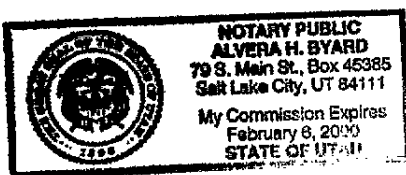
Alvera H. Byard
Notary Public
Residing at: Sandy, Utah

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 16th day of June, 1997, by David J. Sims, Trustee of the R. W. Sims Revocable Trust.

My commission expires:
2/6/2000

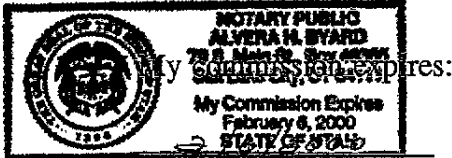
Alvera H. Byard
Notary Public
Residing at: Sandy, Utah



BK7733PG0493

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 16th day of JUNE, 1997, by Rowell W. Sims.



Alvera H. Byard
Notary Public
Residing at: Sandy Utah

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 16th day of JUNE, 1997, by Carolyn A. Sims.

My commission expires:
2/6/2000

Alvera H. Byard
Notary Public
Residing at: Sandy Utah

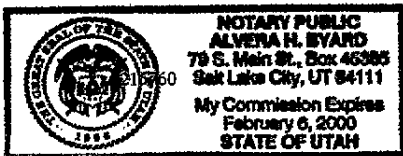


EXHIBIT A

Benefitted Property

6401 SOUTH HOLLADAY BOULEVARD

BEGINNING at an existing State right-of-way marker, said right-of-way marker being North 00°08'51" East 1328.43 feet along the Section line and East 1362.19 feet from the West Quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point also being South 89°58'24" East 1358.79 feet along the Section line and South 1317.72 feet from the Northwest corner of said Section 23, said point of beginning also being the Northwest corner of the land conveyed to HEALTHRIDER, INC., in that certain Quit-Claim Deed recorded June 25, 1996 as Entry No. 6391381 in Book 7429 at Page 2175 of the Official Records of the Salt Lake County Recorder (hereinafter referred to as the "HEALTHRIDER QCD"), and running thence South 50°04'35" West (rotated 0°31'04" clockwise from the corresponding bearing of South 50°35'39" West in said HEALTHRIDER QCD) 7.89 feet, to an existing fence (which point is the Southwest corner of the land described in the HEALTHRIDER QCD); thence along said fence South 88°59'34" East (rotated 0°31'04" clockwise from the corresponding bearing of South 88°28'30" East in said HEALTHRIDER QCD) 310.72 feet, to the Northeast corner of the land conveyed to ROWELL W. SIMS and CAROLYN A. SIMS in that certain Quit-Claim Deed recorded June 25, 1996 as Entry No. 6391380 in Book 7429 at Page 2174 of the Official Records of the Salt Lake County Recorder (hereinafter referred to as the "SIMS QCD"); thence along the Easterly line of the land described in said SIMS QCD South 03°01'04" East (rotated clockwise from the corresponding bearing of South 02°30'00" East in said SIMS QCD) 170.00 feet, to the Southeast corner of the land described in said SIMS QCD; thence along the Southerly line of said land and its extension South 87°58'56" West (rotated clockwise from the corresponding bearing of South 88°30'00" West in said SIMS QCD) 109.89 feet; thence South 39°01'07" West 117.46 feet; thence North 31°13'24" West 105.23 feet, to the Southwest corner of the land conveyed by the UTAH DEPARTMENT OF TRANSPORTATION to ROWELL W. SIMS and CAROLYN A. SIMS in that certain Quit-Claim Deed recorded January 29, 1996 as Entry No. 6266237 in Book 7317 at Page 1295 of the Official Records of the Salt Lake County Recorder, said land being identified in said Quit-Claim Deed as "Parcel No. 415-9:203:AQ"; thence along the Westerly and Northwesterly line of said land the following three (3) courses: North 31°48'59" West (by Deed: North 31°32' West) 93.20 feet, North 62°50'59" West (by Deed: North 62°34' West) 126.30 feet (which point is said to be in the center of the Salt Lake City pipeline and on the North side of a right-of-way of a county road), and North 47°43'01" East (by Deed: North 48° East) 72.00 feet; thence North 89°43'01" East (by Deed: East) 33.00 feet to the point of BEGINNING.

BK 7733 PG 0495

6441 SOUTH HOLLADAY BOULEVARD

Beginning at a point which is North 00°08'51" East 1053.01 feet along the Section line and East 1492.70 feet from the West Quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point also being South 89°58'24" East 1488.59 feet along the Section line and South 1593.08 feet from the Northwest corner of said Section 23, and running thence North 39°01'07" East 117.46 feet; thence North 87°58'56" East 11.14 feet to the centerline of Big Cottonwood Creek, which centerline is as established in that certain Boundary Line Agreement dated June 21, 1996, executed by and between HEALTHRIDER, INC., a Delaware Corporation, successor by merger to EXERHEALTH, INC., a Utah Corporation, and ROYAL WILLIAM SIMS, ROWELL W. SIMS and DAVID J. SIMS, Trustees of the R.W. SIMS REVOCABLE TRUST, under Trust Agreement dated December 21, 1991, and THE BOYER COMPANY, L.C., a Utah Limited Liability Company, recorded June 25, 1996 as Entry No. 6391382 in Book 7429 at Page 2177 of the Official Records of the Salt Lake County Recorder (said Boundary Line Agreement hereinafter referred to as "BLA"); thence along said centerline the following seven (7) courses (rotated 0°31'04" clockwise from the corresponding bearings established in said BLA): South 40°38'56" East 25.14 feet (BLA: South 40°07'52" East 25.13 feet), South 35°14'25" East (BLA: South 34°43'21" East) 27.29 feet, South 33°39'45" East (BLA: South 33°08'41" East) 65.32 feet, South 43°15'44" East (BLA: South 42°44'40" East) 40.40 feet, South 55°01'13" East (BLA: South 54°30'09" East) 43.31 feet, South 65°23'08" East (BLA: South 64°52'04" East) 42.14 feet, and South 84°16'58" East (BLA: South 83°45'54" East) 47.78 feet; thence leaving said Creek centerline South 38°16'01" West 189.40 feet; thence North 64°43'27" West 111.70 feet; thence North 42°36'15" West 48.49 feet; thence North 11°08'21" West 85.94 feet; thence North 29°23'00" West 70.73 feet to the point of BEGINNING.

6451 SOUTH HOLLADAY BOULEVARD

BEGINNING at a point which is North $00^{\circ}08'51''$ East 1143.00 feet along the Section line and East 1437.92 feet from the West Quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point also being South $89^{\circ}58'24''$ East 1434.05 feet along the Section line and South 1503.12 feet from the Northwest corner of said Section 23, said point of beginning also being the Southwest corner of the land conveyed by the UTAH DEPARTMENT OF TRANSPORTATION to ROWELL W. SIMS and CAROLYN A. SIMS in that certain Quit Claim Deed recorded January 29, 1996 as Entry No. 6266237 in Book 7317 at Page 1295 of the Official Records of the Salt Lake County Recorder, said land being identified in said Quit Claim Deed as "Parcel No. 415-9:203:AQ", and running thence South $31^{\circ}13'24''$ East 105.23 feet; thence South $29^{\circ}23'00''$ East 70.73 feet; thence South $11^{\circ}08'21''$ East 85.94 feet; thence South $42^{\circ}36'15''$ East 48.49 feet; thence South $64^{\circ}43'27''$ East 111.70 feet; thence North $38^{\circ}16'01''$ East 189.40 feet to the centerline of Big Cottonwood Creek as established in that certain Boundary Line Agreement dated June 21, 1996, executed by and between HEALTHRIDER, INC., a Delaware Corporation, successor by merger to EXERHEALTH, INC., a Utah Corporation, and ROYAL WILLIAM SIMS, ROWELL W. SIMS and DAVID J. SIMS, Trustees of the R. W. SIMS REVOCABLE TRUST, under Trust Agreement dated December 21, 1991, and THE BOYER COMPANY, L.C., a Utah Limited Liability Company, recorded June 25, 1996 as Entry No. 6391382 in Book 7429 at Page 2177 of the Official Records of the Salt Lake County Recorder (said Boundary Line Agreement hereinafter referred to as "BLA"); thence along said centerline the following four (4) courses (rotated $0^{\circ}31'04''$ clockwise from the corresponding bearings established in said BLA): South $76^{\circ}42'36''$ East (BLA: South $76^{\circ}11'32''$ East) 56.59 feet, South $64^{\circ}56'22''$ East (BLA: South $64^{\circ}25'18''$ East) 41.50 feet, South $50^{\circ}57'14''$ East (BLA: South $50^{\circ}26'10''$ East) 33.93 feet, and South $43^{\circ}18'45''$ East (BLA: South $42^{\circ}47'41''$ East) 38.89 feet; thence leaving said Creek centerline South $43^{\circ}21'49''$ West 330.41 feet; thence North $32^{\circ}58'49''$ West 142.92 feet; thence North $23^{\circ}06'28''$ West 43.18 feet, to a Southeasterly corner of the land conveyed to 2855 E. COTTONWOOD PARKWAY, L.C., a Utah limited liability company, in that certain Special Warranty Deed recorded July 3, 1996 as Entry No. 6398846 in Book 7437 at Page 1193 of the Official Records of the Salt Lake County Recorder; thence along the Easterly line of said 2855 E. COTTONWOOD PARKWAY, L.C., property the following four (4) courses: North $64^{\circ}43'27''$ West 71.26 feet, North $42^{\circ}36'15''$ West 63.15 feet, North $11^{\circ}06'23''$ West 28.44 feet and North $34^{\circ}39'50''$ West 284.29 feet, to the Northeasterly line of property conveyed to WALLNET INVESTMENTS, L.C., a Utah limited liability company, in that certain Special Warranty Deed recorded May 8, 1995 as Entry No. 6075837 in Book 7147 at Page 232 of the Official Records of the Salt Lake County Recorder; thence along said Northeasterly line and line extended South $70^{\circ}30'09''$ East 69.79 feet; thence North $56^{\circ}25'56''$ East 25.22 feet; thence North $71^{\circ}28'38''$ East 6.85 feet to the point of BEGINNING.

6471 SOUTH HOLLADAY BOULEVARD

BEGINNING at a point which is North 00°08'51" East 651.91 feet along the Section line and East 1714.99 feet from the West Quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point also being South 89°58'24" East 1709.86 feet along the Section line and South 1994.08 feet from the Northwest corner of said Section 23, and running thence North 43°21'49" East 330.41 feet to the centerline of Big Cottonwood Creek as established in that certain Boundary Line Agreement dated June, 21, 1996, executed by and between HEALTHRIDER, INC., a Delaware Corporation, successor by merger to EXERHEALTH, INC., a Utah Corporation, and ROYAL WILLIAM SIMS, ROWELL W. SIMS and DAVID J. SIMS, Trustees of the R.W. SIMS REVOCABLE TRUST, under Trust Agreement dated December 21, 1991, and THE BOYER COMPANY, L.C., a Utah Limited Liability Company, recorded June 25, 1996 as Entry No. 6391382 in Book 7429 at Page 2177 of the Official Records of the Salt Lake County Recorder (said Boundary Line Agreement hereinafter referred to as "BLA"); thence along said centerline the following three (3) courses (rotated 0°31'04" clockwise from the corresponding bearings established in said BLA): South 43°18'45" East (BLA: South 42°47'41" East) 6.84 feet, South 26°04'24" East (BLA: South 25°33'20" East) 24.01 feet, and South 15°59'35" East (BLA: South 15°28'31" East) 58.37 feet, to the North line of PARCEL 2 conveyed to WALLNET INVESTMENTS, L.C., a Utah limited liability company, in that certain Special Warranty Deed recorded May 8, 1995 as Entry No. 6075837 in Book 7147 at Pages 232-237, inclusive, of the Official Records of the Salt Lake County Recorder; thence along said North line North 89°02'01" West 5.19 feet; thence South 10°59'32" East 143.47 feet; thence South 57°53'55" West 100.26 feet; thence South 79°12'42" West 119.00 feet; thence North 53°11'50" West 98.08 feet to the point of BEGINNING.

EXHIBIT B

Easement Parcel

BEGINNING at a point which lies North $0^{\circ}08'51''$ East 594.56 feet along the section line, and East 1801.04 feet from the West Quarter Corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North $79^{\circ}12'42''$ East 25.37 feet; thence South $48^{\circ}46'04''$ East 0.92 feet to a point on a 15.00 foot radius curve to the right (radius bears South $41^{\circ}13'56''$ West) thence along the arc of said curve 9.94 feet; thence South $10^{\circ}47'18''$ East 65.09 feet; thence South $52^{\circ}29'23''$ West 53.19 feet to the Northerly line of Cottonwood Parkway Road; thence along said Northerly line North $37^{\circ}30'37''$ West 25.00 feet; thence North $52^{\circ}29'23''$ East 37.79 feet; thence North $10^{\circ}47'18''$ West 54.37 feet; thence North $48^{\circ}46'04''$ West 6.69 feet to the Point of Beginning.

EXHIBIT C

[WALLNET PROPERTY]

RESTAURANT PARCEL:

BEGINNING at a point which is North 00°08'51" East 540.34 feet along the Section line and East 1725.01 feet from the West Quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being on the Northerly line of the land conveyed to BLUE CROSS AND BLUE SHIELD OF UTAH, a Utah corporation, in that certain Special Warranty Deed recorded January 17, 1996 as Entry No. 6259077 in Book 7311 at Page 849 of the Official Records of the Salt Lake County Recorder, and running thence North 52°29'23" East 86.73 feet; thence North 79°12'42" East 119.00 feet; thence North 57°53'55" East 100.26 feet to a point on the centerline of Big Cottonwood Creek; thence along said centerline the following five (5) courses: South 10°59'32" East 138.07 feet, South 20°59'32" East 62.73 feet, South 50°00'00" East 95.00 feet, South 60°00'00" East 32.21 feet, and South 49°55'31" East 50.66 feet; thence leaving said creek centerline South 42°42'26" West 164.67 feet to a point on the centerline of Cottonwood Parkway (a private road), said centerline being the Northerly line of the aforementioned BLUE CROSS AND BLUE SHIELD OF UTAH property; thence along the centerline of said Cottonwood Parkway the following three (3) courses: North 77°30'44" West 27.42 feet to a point on a 330.00 foot radius curve to the right (radius bears North 12°29'16" East), thence along said curve 230.39 feet, thence North 37°30'37" West 213.48 feet to the point of BEGINNING.

[EXHIBIT C - Page 1 of 3]

(Continued)

BK7733PG0500

HOTEL PARCEL:

BEGINNING at a point North 0°08'51" East along the Section line 668.71 feet and East 1995.31 feet from the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 10°59'32" West 143.47 feet to a point on the Northerly line of the certain "PARCEL 2" conveyed to WALLNET INVESTMENTS, L.C., a Utah limited liability company, in that certain Special Warranty Deed recorded May 8, 1995 as Entry No. 6075837 in Book 7147 at Pages 232-237, inclusive, of the Official Records of the Salt Lake County Recorder (hereinafter "the Official Records"); thence South 89°02'01" East along said Northerly line 441.80 feet to the West right-of-way line of 3000 East Street (as widened); thence South 12°27'20" West along said West line 237.79 feet; thence South 19°17'57" West along said West line 100.71 feet; thence South 12°27'20" West along said West line 240.83 feet; thence South 77°30'44" East along said West line 17.50 feet to the existing West right-of-way line of said 3000 East Street; thence South 12°27'20" West along said West line 39.50 feet to the Northerly line of the land conveyed to BLUE CROSS AND BLUE SHIELD OF UTAH, a Utah corporation, in that certain Special Warranty Deed recorded January 17, 1996 as Entry No. 6259077 in Book 7311 at Page 849 of the Official Records; thence North 77°30'44" West along said Northerly line 214.972 feet; thence North 42°42'26" East 164.67 feet; thence North 49°55'31" West 50.660 feet; thence North 60°00'00" West 32.21 feet; thence North 50°00'00" West 95.00 feet; thence North 20°59'32" West 62.73 feet; thence North 10°59'32" West 138.07 feet to the point of beginning.

HOTEL DECELERATION PARCEL:

BEGINNING at a point which is North 0°08'51" East along the Section line 802.01 feet and East 2414.96 feet from the West Quarter Corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, which point is the Northeast corner of that certain "PARCEL 2" conveyed to WALLNET INVESTMENTS, L.C., a Utah limited liability company, in a Special Warranty Deed recorded May 8, 1995 as Entry No. 6075837 in Book 7147 at Pages 232-237, inclusive, of the Official Records of the Salt Lake County Recorder, and running thence North 89°02'01" West along the Northerly line of said property 5.61 feet; thence South 12°27'20" West 237.79 feet; thence South 19°17'57" West 100.71 feet; thence South 12°27'20" West 240.83 feet; thence South 77°30'44" East 17.50 feet; thence North 12°27'20" East 579.74 feet to the point of BEGINNING.

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BK7733PG0501

PC PARCEL:

BEGINNING at a point North $0^{\circ}08'51''$ East along the Section line 811.52 feet and East 1619.84 feet from the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South $23^{\circ}06'28''$ East 43.18 feet; thence South $32^{\circ}58'49''$ East 142.92 feet; thence South $53^{\circ}11'50''$ East 98.08 feet; thence South $52^{\circ}29'23''$ West 86.73 feet; thence North $37^{\circ}30'37''$ West 174.80 feet to a point on a 210.00 foot radius curve to the left, the center of which bears South $52^{\circ}29'23''$ West; thence Northwesterly along said curve to the left through a central angle of $19^{\circ}34'32''$ a distance of 71.75 feet; thence North $32^{\circ}54'51''$ East 100.16 feet to the point of beginning.

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[EXHIBIT C - Page 3 of 3]

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