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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
BL CITY-REDEVELOPMENT AGENCY
REC BY:R JORDAN ,DEPUTY - WI

WHEN RECORDED MAIL TO:

REDEVELOPMENT AGENCY OF SALT LAKE CITY
Room 418, City and County Building
451 South State Street
Salt Lake City, Utah 84111
Attention: Richard Turpin

**DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

by

THE COMMONS AT SUGARHOUSE, L.C.

Sugarhouse

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EXHIBIT "A" - Property Description

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**DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is entered into this 21 day of July, 1998, by THE COMMONS AT SUGARHOUSE, L.C., a Utah limited liability company ("Declarant").

RECITALS:

- A. Certain capitalized terms in this Declaration are defined in Article 1.
- B. This Declaration relates to the development of and reservation of parking and access easements on certain real property located in what is known as the Sugarhouse Redevelopment Area, Salt Lake City, Utah, which real property is described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property").
- C. The Redevelopment Agency of Salt Lake City ("Agency") is a public body. Agency exercises its functions and powers and is organized and existing under the Utah Neighborhood Development Act, Section 17A-2-1201, et seq., Utah Code Ann. 1953.
- D. Agency prepared and approved, and Salt Lake City ("City") through its City Council and an ordinance, adopted a Redevelopment Plan on September 19, 1986, which plan is known as the "Sugarhouse Neighborhood Development Plan", as such Redevelopment Plan has been amended from time to time. The Redevelopment Plan covers, among other things, the Property.
- E. Agency and Declarant entered or will enter into that certain Reimbursement Agreement dated on or about the date hereof ("Reimbursement Agreement"), wherein Declarant agreed to construct certain improvements on the Property, including the Underground Parking Structure (defined later).
- F. The Reimbursement Agreement further obligates Declarant to impose certain easements, restrictions and reservations upon the Parking Facilities (defined later), including, without limitation, a perpetual non-exclusive easement to use the parking stalls within the Parking Facilities, without cost (for rent, maintenance, repair, insurance or any other cost) for the benefit of the Salt Lake City Library, Sprague Branch, or its successor or designee ("Library"), so long as the Library or another public use is located on that certain real property adjacent to the Property, which real property is legally described on Exhibit "B" attached hereto and incorporated herein by reference (hereafter the "Library Parcel").
- G. In consideration of Agency's and Declarant's desire to achieve the objectives of the Reimbursement Agreement, such parties desire that Declarant execute this Declaration.

H. Agency believes that the fulfillment generally of this Declaration and the intentions herein are in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable State laws and requirements under which the Redevelopment Plan has been undertaken.

NOW, THEREFORE, Declarant hereby covenants and declares that the Property, and the Parking Facilities are now held and shall hereafter be held, transferred, sold, leased, conveyed and occupied subject to the covenants, conditions, restrictions, reservations and easements herein set forth, each and all of which is and are for, and shall inure to the benefit of and pass with, each and every portion of or interest in the Property and shall apply to every Occupant thereof, and their successors and assigns. These covenants, conditions, restrictions, reservations and easements shall run with and burden the Property and run with and benefit the Library Parcel, and every part thereof.

ARTICLE I. DEFINITIONS

As used in this Declaration, the following terms shall have the meanings set forth below:

- 1.1. "Agency" shall have the meaning set forth in Recital C.
- 1.2. "Curing Party" shall have the meaning set forth in Section 6.2.
- 1.3. "Defaulting Party" shall have the meaning set forth in Section 6.2.
- 1.4. "Declarant" shall have the meaning set forth in the first paragraph of this Declaration.
- 1.5. "Governing Documents" shall mean the Reimbursement Agreement (and all documents or agreements incorporated therein), this Declaration, the Redevelopment Plan, and all applicable federal, state and local laws; provided, if there is any inconsistency between the provisions of this Declaration and those of any of the other Governing Documents, the provisions of this Declaration shall govern to the fullest extent allowed by law.
- 1.6. "Library" shall have meaning set forth in Recital F.
- 1.7. "Library Parcel" shall have meaning set forth in Recital F.
- 1.8. "Occupant" is an Owner and any other Person entitled, by fee ownership or leasehold interest, to the exclusive right to occupy all, or any portion of, a Parcel.
- 1.9. "Owner" is, at any particular time, (i) the Person or Persons collectively holding record fee title to a Parcel or (ii) an Occupant entitled to occupy all or part of a Parcel.

1.10. "Parcel" shall mean any individual parcels of real property which comprise the Property.

1.11. "Parking Facilities" shall mean collectively the Underground Parking Structure and any surface or above ground parking facilities from time to time located on the Property, including access drives and ways appurtenant thereto.

1.12. "Permittee" means any customer, patron, employee, tenant, concessionaire or other business invitee of (i) Declarant, its successors and assigns, with respect to its facilities located on the Property, and (ii) the Library, its successors and assigns, with respect to the Library Parcel.

1.13. "Person" is any individual, partnership, firm, joint venture, association, corporation, any other form of business entity or any public body corporate and politic.

1.14. "Property" shall have the meaning set forth in Recital B.

1.15. "Redevelopment Plan" shall have the meaning set forth in Recital D. The Redevelopment Plan is hereby incorporated by reference into this Declaration.

1.16. "Reimbursement Agreement" means the Reimbursement Agreement described in Recital E.

1.17. "Site Plan" shall have the meaning set forth in Article 3.

1.18. "Underground Parking Structure" means the underground parking structure to be constructed on the Property by Declarant pursuant to the Reimbursement Agreement, including the driveways, ramps, service drives, striping, curbs, gutters, drains, sidewalks, utilities, mechanical systems, signs, lights and lighting and any other structure or other improvement of any type related to parking. The Underground Parking Structure shall also include all easements, rights of way and accesses connecting the Underground Parking Structure to public streets or rights of way.

ARTICLE II. CONSTRUCTION OF UNDERGROUND PARKING STRUCTURE

Declarant shall construct the Underground Parking Structure in accordance with the terms of the Reimbursement Agreement.

**ARTICLE III.
RESERVATION OF PARKING EASEMENT FOR LIBRARY**

Declarant hereby grants and conveys to the Library for its use, and for the use of the Library's Permittees, in common with others entitled to use the same, a non-exclusive perpetual easement for (i) the passage and parking of vehicles over and across the parking and driveway areas of the Parking Facilities, (ii) for the passage of vehicles over and across access drives on the Property connecting public streets to the Parking Facilities and (iii) for the passage and accommodation of pedestrians over and across the parking, driveways and sidewalk areas of the Parking Facilities and adjacent sidewalk areas located on the Property. Such easement rights shall be subject to the following:

a. Declarant reserves the right to close off portions of the Parking Facilities for such reasonable periods of time as may be legally necessary, in the opinion of Declarant's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of the Parking Facilities, as herein provided, Declarant shall give written notice to the Library of its intention to do so, and shall attempt to coordinate such closing with the Library so that no unreasonable interference in the passage of pedestrians or vehicles shall occur.

b. Declarant reserves the right at any time and from time to time to exclude and restrain any Person who is not a Permittee of the Library or Declarant, or their successors or assigns, from using the Parking Facilities.

c. The Library and its Permittees shall be permitted to use any parking stalls within the Parking Facilities at any given time.

d. In the event that Declarant promulgates rules and regulations designating employee parking areas within the Parking Facilities, and such rules and regulations are applicable to all Occupants of the Property, the Library's employees shall likewise be subject to such rules and regulations so long as Declarant enforces such rules on a non-discriminatory basis against all Occupants of the Property.

e. Declarant may modify the surface improvements located on the Property, from time to time, so long as any such modification shall not materially modify access to and from the Library Parcel to and from the Parking Facilities.

Declarant covenants to improve the Property substantially as shown on the site plan attached hereto as Exhibit "C" and incorporated herein by reference (the "Site Plan"). Without

limiting the generality of any other provisions of this Agreement, Declarant agrees that the Parking Facilities shown on the Site Plan will be available to the Library, the Declarant and their respective Permittees for parking purposes.

**ARTICLE IV.
MAINTENANCE, REPAIR, AND INSURANCE**

4.1. Maintenance and Repair Generally. Declarant shall repair and maintain all of the Parking Facilities, including the Underground Parking Structure, in a first-class condition. Without limiting the foregoing, Declarant shall:

4.1.1. Maintain the asphalt, concrete and brick paved surfaces in a commercially reasonable manner;

4.1.2. Remove all paper, debris, filth and refuse and wash or sweep paved areas as required;

4.1.3. Remove ice and standing water;

4.1.4. Replace and maintain parking entrance, exit and directional facilities and signs, markers and lights and light poles;

4.1.5. Clean, repair, replace and relamp lighting fixtures;

4.1.6. Repaint striping, markers and directional signs as necessary to maintain the Parking Facilities in first class condition;

4.1.7. Maintain and keep in good operating and sanitary condition the ramps, stairways and public elevators serving the Underground Parking Structure;

4.1.8. Maintain common storm drains in a free-flowing condition;

4.1.9. Repair damage to columns and foundations in the Underground Parking Structure; and

4.1.10. Make payment for all utility charges and other operating expenses related to the Parking Facilities.

4.2. Declarant's Insurance Responsibilities. Declarant, its successors and assigns, shall, at their own expense, maintain insurance with respect to the Parking Facilities as follows:

4.2.1. A policy of general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about the Parking

Facilities, such insurance to afford protection with a combined single limit of liability per occurrence of not less than Two Million Dollars (\$2,000,000), such amount to be adjusted upwards from time to time, to such limits that are carried for similar facilities located in the metropolitan Wasatch Front; and

4.2.2. A master or blanket policy of fire and casualty insurance with extended coverage in an amount equal to the full replacement cost (replacement cost including debris removal and demolition) of the Parking Facilities.

The Library shall be named as an additional insured on the above-referenced insurance policies.

ARTICLE V. ANTI-DISCRIMINATION

Declarant covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, gender, marital status, age, disability, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Declarant itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. Declarant further covenants by and for itself and any successors in interest that it shall not obtain any grants, financing, subsidy or other inducement that would require it to discriminate against or limit any person from utilizing the Property on account of income or source of payment. The foregoing covenants shall run with the land.

ARTICLE VI. DEFAULT

6.1. Default. In the event of a violation or threatened violation of any term, covenant, condition or restriction of this Declaration by Declarant, its successors or assigns, including any Owner or Occupant, Agency and the Library shall have all remedies at law or in equity, which shall include the right to restrain by injunction any violation or threatened violation and by decree to compel specific performance of any terms, covenants or conditions of this Declaration, it being agreed that the remedy at law for any breach of any such term, covenant or condition is not adequate.

6.2. Right to Cure. Should Declarant or its successors and assigns ("Defaulting Party") fail to timely perform any of the obligations set forth in this Declaration and thereafter fail to diligently commence performing any of such obligations within twenty (20) days of its receipt of written demand therefor, and diligently and continuously pursue such performance to completion, Agency, the Library and their successors and assigns ("Curing Party"), shall, in

addition to any other remedy provided at law or in this Declaration, have the right (but not the obligation) to perform such obligation on behalf of the Defaulting Party and the Defaulting Party shall reimburse the Curing Party for the cost of performing such work within ten (10) days after receipt of billing therefor and proof of payment thereof. In the event the Defaulting Party does not reimburse the Curing Party within such ten (10) days, the Curing Party shall have (i) the right to exercise any and all rights which the Curing Party might have at law to collect the same, and (ii) have a lien on the property owned by the Defaulting Party to the extent of the amount paid by the Curing Party, but not reimbursed by the Defaulting Party, which amount shall bear interest at a rate equal to the then published "Prime Rate" of Citibank, N.A., plus two percent (2%) per annum (the "Interest Rate") (Declarant acknowledging that such rate may not be the lowest or "best" rate), or the highest legal rate of interest, whichever is less, from the date of billing until paid. Such lien may be filed for record as a claim against the Defaulting Party, in the form required by law, in the Salt Lake County Recorder's Office, which lien shall contain at least the following information:

- (a) The name of the lien claimant;
- (b) The name of the Defaulting Party;
- (c) A description of the work performed on behalf of such Party and a statement itemizing the cost thereof; and
- (d) A description of the property being liened.

The lien so claimed shall attach from the date of recordation in the amount claimed by the Curing Party and it may be enforced and foreclosed in any manner allowed by law, including, but not limited to, suits to foreclose a mechanic's lien, trust deed or mortgage under applicable law. Such lien, when so established against the real property described in such lien, shall be prior and superior to any right, title, interest, lien or claim which may be or is acquired or attached to such real property after the time of recording the claim of lien.

6.3. Breach Shall Not Permit Termination. No breach of this Declaration shall entitle Declarant or its successors and assigns to cancel, rescind or otherwise terminate this Declaration.

6.4. No Limitation of Remedies. The various rights and remedies herein contained, except as otherwise provided in this Declaration, shall not be considered as exclusive of any other right or remedy, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall impair any such right, power or remedy or be construed as a waiver of any default or nonperformance or as acquiescence therein. Declarant and its successors and assigns, shall be jointly and severally liable for any default under this Declaration; provided, any action with regard to such default may be instituted against all or any one of them.

6.5. Default under Reimbursement Agreement or this Declaration. Any default under the Reimbursement Agreement by Declarant shall be deemed and may be treated by Agency as a default under this Declaration. In the event of such default Agency shall have all rights and remedies with regard to the Reimbursement Agreement as are provided herein in connection with a default. Any default under this Declaration by Declarant shall be deemed and may likewise be treated by Agency as a default under the Reimbursement Agreement. In the event of such default Agency shall have all rights and remedies with regard to this Declaration as are provided in the Reimbursement Agreement in connection with a default. Without limiting the foregoing, Declarant acknowledges and agrees that it shall be a condition to Declarant's receipt of tax increment under the Reimbursement Agreement, that Declarant not be in default under this Declaration.

6.6. Failure to Enforce Not a Waiver of Rights. The failure of Agency or Library or their successors or assigns to enforce any covenant, condition or restriction herein contained shall not be deemed a waiver of the right to do so thereafter, nor of the right to enforce any other covenant, condition or restriction.

ARTICLE VII. GENERAL PROVISIONS

7.1. Damage or Destruction. If the Underground Parking Structure and/or any other portion of the Parking Facilities hereafter constructed on the Property are damaged or destroyed by fire or other casualty or any other cause whatsoever, Declarant and its successors and assigns, shall proceed with due diligence to reconstruct and restore the same to the condition immediately preceding such destruction or casualty; provided, if the Underground Parking Structure required to be constructed on the Property pursuant to the terms of the Reimbursement Agreement has not yet been constructed pursuant to the terms of the Reimbursement Agreement, the same shall be constructed as required by the Reimbursement Agreement and this Declaration.

7.2. Compliance with Law. Neither Declarant nor its successors or assigns, shall use the Property or the Parking Facilities or permit anything to be done in or about the Property or the Parking Facilities, which will conflict with any law, statute, ordinance, or governmental rule or regulation now in force or which may hereafter be enacted or promulgated ("law"). In the event uses required in this Declaration conflict with any law, the Property and the Parking Facilities shall be used in a manner that complies with such law while at the same time complying with the intent of the use provisions contained in this Declaration, to the extent permitted by law.

7.3. Nonliability of Agency and the Library. To the fullest extent permitted by law, neither the Agency nor the Library, nor any of their appointees, agents, employees, partners, officers, directors, successors or assigns (the "indemnities") shall be liable to Declarant, its successors and assigns, including any Owner or Occupant, for any damage, loss or prejudice suffered or claimed on account of any decision, course of action, act, omission, error,

negligence or the like made in good faith and reasonably believed to be within the scope of their duties. To the fullest extent permitted by law, Declarant, its successors and assigns, including each and every Owner and Occupant, by accepting its interest or title in any Parcel, agrees to indemnify, defend and protect the indemnities against and from all claims arising out of the construction, use, possession and/or operation of the Parcel occupied by, owned by or under the control of such Person.

7.4. Constructive Notice and Acceptance. Every Person who now or hereafter owns or acquires any right, title or interest in or to the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction and easement contained herein, by reference and otherwise, whether or not any reference to this Declaration is contained in the instrument by which such Person acquired an interest in the Property.

7.5. Enforcement of Covenants and Restrictions. In amplification, and not in restriction, of any other provisions of this Declaration, it is intended and agreed that Agency (as well as Library) and their successors and assigns shall be deemed a beneficiary of the agreements, covenants and restrictions contained in this Declaration, for and in its own right and also for purposes of protecting the interest of the community and other parties, public or private, for whose protection such agreements and covenants have been provided. Such agreements, covenants and restrictions shall run in favor of the Library and Agency (without regard to whether Agency is at any time an Owner of any Parcel or the Library Parcel) for the term of this Declaration.

7.6. Term of Declaration. This Declaration shall remain in effect from the date upon which this Declaration is first recorded in the Official Records of Salt Lake County for perpetuity unless terminated. Any such termination shall require the written consent of the Library and the Agency (or its successor).

7.7. Article and Section Headings. The Article and Section headings used herein are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the respective Articles and Sections to which they refer.

7.8. Amendments. This Declaration shall not be amended without the prior written approval and consent of Agency and the Library.

7.9. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be given by (i) Federal Express (or other established express delivery service which maintains delivery records), (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses, or such other addresses as the parties (or their successors and assigns) may designate from time to time by written notice in the above manner:

If to Declarant: The Commons of Sugarhouse, L.C.
127 South 500 East, Suite 100
Salt Lake City, Utah 84102
Attention: Kem C. Gardner

With a copy to: JT Commons at Sugar House, L.C.
2157 South Highland Drive
Salt Lake City, Utah 84106
Attention: John R. Thackeray

If to Agency: Redevelopment Agency of Salt Lake City
Room 418, City and County Building
451 South State Street
Salt Lake City, Utah 84111
Attention: Richard Turpin

If to Library: Salt Lake City Library--Main Branch
209 East 500 South
Salt Lake City, Utah 84111
Attn: Library Director

Such communications may also be given by facsimile transmission, provided any such communication is concurrently given by one of the above methods. Notices shall be deemed effective upon the receipt, or upon attempted delivery thereof if the delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means of accomplishing delivery.

7.10. Invalidity of Provision. If a court of competent jurisdiction should hold any provision of this Declaration, or the application thereof to any Person or any circumstance, to be invalid, void or illegal, the remaining provisions hereof and the application of such provision to any Person and any circumstance other than those as to which it is held to be invalid, void or illegal, shall nevertheless remain in full force and effect to the maximum extent permitted by law and shall not be affected thereby.

7.11. Attorneys' Fees. If Declarant, Agency or the Library or their successors and assigns commences a dispute resolution proceeding, whether litigation, arbitration or otherwise, respecting any question between such parties arising out of or relating to this Declaration or the breach thereof, the prevailing party in such dispute resolution proceeding shall be entitled to the recovery of a reasonable attorneys' fee and all other reasonable incurred costs and expenses of the successful prosecution or defense of such proceeding. The term "dispute resolution proceeding" as used above shall be deemed to include appeals from a lower court judgment or arbitration award and it shall include proceedings in the Federal Bankruptcy Court, whether or not they are adversary proceedings or contested matters. For purposes of proceedings in the Federal Bankruptcy Court, the term "prevailing party" as used above shall be deemed to mean

the prevailing party in an adversary proceeding or contested matter, or any other actions taken by the non-bankrupt party which are reasonably necessary to protect its rights.

7.12. No Relationship of Principal and Agent. Nothing contained in this Declaration nor any acts of Declarant, Agency or the Library shall be deemed or construed to create the relationship of principal and agent or of limited or general partnership or of joint venture or of any other similar association between Declarant, Agency or the Library.

7.13. Governing Law. This Declaration shall be construed, interpreted and applied in accordance with the laws of the State of Utah.

7.14. Binding Effect. The terms of this Declaration and all easements and rights granted herein, shall constitute covenants running with the land and shall burden the Property and benefit the Library Parcel, and shall be binding upon Declarant and shall benefit the Agency, the Library, and all of such parties' successors and assigns.

7.15. Survival. Except as otherwise provided for herein, all indemnities, covenants, representations and warranties contained herein shall survive the execution hereof and the performance by Declarant of its obligations hereunder.

7.16. Recordation. This Declaration shall be recorded in the office of the Salt Lake County Recorder.

7.17. No Presumption. This Declaration shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against Declarant, Agency or the Library.

7.18. Right of Agency and the Library to Enter. Declarant hereby grants to Agency and the Library a license to enter upon the Property and the Parking Facilities to verify Declarant's compliance with the terms of this Declaration and/or to cure any default of Declarant.


IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first above written.

DECLARANT:

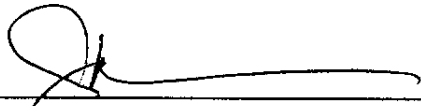
THE COMMONS AT SUGARHOUSE, L.C.,
by its two managers:

BOYER POST OFFICE PLACE, L.C.,
a Utah limited liability company,
by its manager:

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

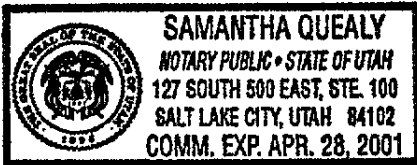
By 
Kem C. Gardner
Its Manager and President

JT COMMONS AT SUGARHOUSE, L.C.,
a Utah limited liability company

By 
John R. Thackeray
Its Member

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

On the 21st day of July, 1998, personally appeared before me Kem C. Gardner, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the past manager of The Board Company and that said document was signed by him in behalf of said corporation by authority of its bylaws or of a resolution of its board of directors, and said past manager acknowledged to me that said corporation executed the same.



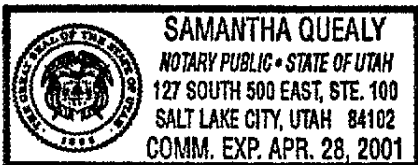
[Signature]
NOTARY PUBLIC
Residing at: Salt Lake

My Commission Expires:

9/28/01

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

On the 21st day of July, 1998, personally appeared before me John R. Mackway, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the member of IT Commons @ Sugar House and that said document was signed by him in behalf of said corporation by authority of its bylaws or of a resolution of its board of directors, and said member acknowledged to me that said corporation executed the same.



[Signature]
NOTARY PUBLIC
Residing at: Salt Lake

My Commission Expires:

9/28/01

EXHIBIT "A"

Property Description

GREAT BASIN ENGINEERING - SOUTH

2010 North Redwood Road • P.O. Box 16747 • Salt Lake City, Utah 84116
(801) 521-8529 • (801) 394-7288 • Fax (801) 521-9551



CONSULTING ENGINEERS
AND LAND SURVEYORS

September 8, 1998

Commons at Sugarhouse Boundary Description

#97-34

A part of Lot 9 of Block 46, 10-acre Plat "A" of the Big Field Survey; All of Block 9 and Part of Block 8 of Union Heights Subdivision along with portions of vacated streets and alley ways adjacent thereto within the Northeast Quarter of Section 20, Township 1 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Salt Lake City, Salt Lake County, Utah described as follows:

Beginning at a point on the East right-of-way line of Highland Drive and the South right-of-way line of 2100 South Street, being 18.00 feet North $89^{\circ}51'27''$ East along the North Line of said Block 46, 10-acre Plat "A", Big Field Survey and 12.00 feet South $0^{\circ}01'13''$ East from the Northwest corner of Lot 9, Block 46, Ten Acre Plat "A", Big Field Survey; and running thence North $89^{\circ}51'27''$ East 480.30 feet along the South line of said 2100 South Street; thence South $45^{\circ}08'33''$ East 8.49 feet; thence North $89^{\circ}51'27''$ East 46.00 feet; thence North $44^{\circ}51'27''$ East 8.49 feet to the South Line of 2100 South Street; thence North $89^{\circ}51'27''$ East 181.90 feet along the South Line of said 2100 South Street; thence South $0^{\circ}01'04''$ East 105.19 feet; thence North $89^{\circ}58'56''$ East 4.00 feet; thence South $0^{\circ}01'04''$ East 152.31 feet; thence South $89^{\circ}51'27''$ West 3.94 feet to a point 21.50 feet West of the East line of said Lot 9; thence South $0^{\circ}01'04''$ East 15.10 feet; thence South $89^{\circ}51'27''$ West 57.63 feet; thence South $0^{\circ}01'04''$ East 9.78 feet; thence West 133.02 feet; thence South $44^{\circ}31'00''$ West 47.29 feet; thence South $3^{\circ}55'19''$ West 11.61 feet; thence South $33^{\circ}11'50''$ East 72.31 feet; thence East 118.04 feet; thence South 173.71 feet to the Southeast corner of Lot 6, Block 8, Union Heights Subdivision; thence North $88^{\circ}06'19''$ East 38.03 feet along the North line of Lots 14 & 15, said Block 8 to the Northeast corner of said Lot 15, Block 8, Union Heights Subdivision; thence South $0^{\circ}20'37''$ West along the East line of said Lot 15, 139.80 feet to a point on the North line of Wilmington Avenue; thence North $89^{\circ}42'55''$ West along the North line of said Wilmington Avenue 225.00 feet to the Southwest corner of Lot 7, said Block 8; thence North $89^{\circ}43'10''$ West along said North line 66.00 feet to the Southeast corner of Lot 23, Block 9, of said Union Heights Subdivision; thence North $89^{\circ}43'38''$ West along said North line of Wilmington Avenue 266.91 feet to a point on the East right-of-way line of Highland Drive; thence Northerly along said Easterly right-of-way line the following six (6) courses: North $20^{\circ}04'56''$ West 68.56 feet; North $89^{\circ}43'38''$ West 4.40 feet; North $19^{\circ}53'55''$ West 252.37 feet; South $89^{\circ}53'11''$ East 3.53 feet; North $20^{\circ}04'56''$ West 25.13 feet; and North $7^{\circ}33'32''$ West 65.43 feet; thence South $89^{\circ}53'11''$ East 206.48 feet to a point on the arc of a 97.40 foot radius curve to the right; thence Northwesterly along the arc of said curve (center bears North $36^{\circ}04'25''$ East) through a central angle of $11^{\circ}35'13''$ a distance of 19.70 feet to a point of tangency (long chord bears North $48^{\circ}07'59''$ West 19.67 feet); thence North $42^{\circ}20'22''$ West 162.95 feet; thence South $89^{\circ}50'52''$ West 83.53 feet; thence North $0^{\circ}01'13''$ West 68.00 feet; thence South $89^{\circ}58'47''$ West 3.60 feet to a point on the East right-of-way line of Highland Drive; thence North $0^{\circ}01'13''$ West along said East right-of-way line 104.99 feet to the point of beginning.

Contains 421,488 sq. ft.
Or 9.676 acres

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EXHIBIT "B"

Library Parcel Description

LEGAL DESCRIPTION OF THE SPRAGUE BRANCH LIBRARY
LOCATED AT 2131 SOUTH HIGHLAND DRIVE

BEGINNING 185 FEET SOUTH FROM NW CORNER LOT 9, BLOCK 16, TEN AC PLAT A,
BIG FIELD SURVEY; SOUTH 132.65 FEET; EAST 204.1 FEET; NW ALONG CONCRETE
CONDUIT OF PARLEY'S CREEK TO A POINT 90 FEET EAST FROM BEGINNING;
WEST 90 FEET TO BEGINNING. 0.45 AC M OR L

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EXHIBIT "C"

Attach a site plan showing the Property and its intended development, including the location of parking stalls and other parking facilities. The Site Plan should also include the Underground Parking Structure.

X

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Attach Consent and Subordination of any Lender or tenant with conflicting rights