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Gary W. Ott
Recorder, Salt Lake County, UT
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BY: eCASH, DEPUTY - EF 15 P.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Manatt, Phelps & Phillips, LLP
1 Embarcadero Center, Suite 3000
San Francisco, California 94111
Attention: Ray F. Triana, Esq.

Affects Tax Parcel Nos: 16-06-129-028-0000 and
16-06-129-035

(Above Space For Recorder's Use Only)

AGREEMENT REGARDING FOOTINGS AND ENCROACHMENT EASEMENT

THIS AGREEMENT REGARDING FOOTINGS AND ENCROACHMENT EASEMENT (this "**Agreement**"), dated as of April 14th, 2015, is made by and between **257 East Salt Lake, LLC**, a Delaware limited liability company ("**257 East**"), and **Boyer 101, L.C.**, a Utah limited liability company ("**Boyer**"). 257 East and Boyer are sometimes referred to collectively herein as the "**Parties**" and individually as a "**Party**".

RECITALS

A. 257 East owns that certain real property located in the City of Salt Lake City ("**City**"), County of Salt Lake, Utah, and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference ("**257 East Property**"). The 257 East Property is improved with an office building, a parking structure, and other facilities.

B. Boyer owns that certain property located in the City, County of Salt Lake, State of Utah, and more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference ("**Boyer Property**").

C. Boyer has completed the construction of a parking structure and other improvements to the Boyer Property. During the course of construction on the Boyer Property, it was discovered that a portion of the footings supporting the parking structure located on the 257 East Property (the "**257 East Footings**") encroached over the property line of the Boyer Property by up to four (4) feet.

D. Boyer has since cut back the 257 East Footings (the "**Footings Alterations**"). The area where such footings encroach on the Boyer Property, after completion of the Footings

Alterations, believed to be an area extending from three (3) to six (6) inches onto the Boyer Property, is referred to herein as the “**257 East Footings Area**”.

F. 257 East currently has an easement over and across a portion of the Boyer Property for the provision of utilities and vehicular and pedestrian access between the 257 East Property and Second East Street pursuant to that certain Right-of-Way Easement Grant by and between Interstate Land Corporation, as Grantor and BH Mortgage Corporation as Grantee dated as of April 7, 1987 and recorded April 8, 1987 in Book 5900, Page 2502 of Official Records, Salt Lake County (the “**Access Easement**”). Such Access Agreement encumbers the property described on Exhibit A to the Access Easement as the “Easement Property” (the “**Easement Area**”).

G. During the course of construction of improvements on the Boyer Property, Boyer replaced a storm drainage line, which storm drainage line was originally installed by the Owner of the 257 Property inside of the Easement Area (the “**Replacement Work**”).

H. 257 East desires to reimburse Boyer for the costs associated with the Footings Alterations and a portion of the cost of the Replacement Work.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant, promise and agree as follows:

1. Acknowledgment of Alterations. 257 East has inspected the Footings Alterations, along with all plans and specifications of the Footings Alterations, and hereby acknowledges that such Footings Alterations are to its satisfaction in all respects in their as-is condition as of the date of this Agreement. 257 East will reimburse Boyer for all costs and expenses incurred in connection with the Footings Alterations, including all legal fees associated with this Agreement, within fifteen (15) days of execution by both parties of this Agreement. 257 East hereby waives, and releases Boyer, its successors, assigns, and affiliates, from any claim, loss or injury occasioned by the Footings Alterations, other than liability claims arising out of such work due to the negligence or misconduct of Boyer or its contractors that are covered by insurance maintained by Boyer and/or its successors, assigns, and affiliates.

2. Replacement of Storm Drain Line. 257 East has inspected the Replacement Work along with all plans and specifications of the Replacement Work, and hereby acknowledges that such Replacement Work, including the location of the Replacement Work, is to its satisfaction in all respects in its as-is condition as of the date of this Agreement. Among other materials, Boyer has provided to 257 East construction drawings showing the “as-built” location of the storm drain line and related facilities (collectively the “Facilities”) covered by the Replacement Work. 257 East will reimburse Boyer for fifty percent (50%) of all costs and expenses incurred in constructing the Facilities, within fifteen (15) days of execution by both parties of the Agreement. 257 East hereby waives, and releases Boyer, its successors, assigns, and affiliates, from any claim, loss or injury occasioned by the Relocation Work, other than liability claims

arising out of such work due to the negligence or misconduct of Boyer or its contractors that are covered by insurance maintained by Boyer and/or its successors, assigns, and affiliates.

3. Encroachment Easement.

(a) Boyer hereby grants to 257 East its successors and assigns, a nonexclusive easement appurtenant to the 257 East Property across, on under and/or over the Boyer Property for the encroachment of the 257 East Footings onto the Boyer Property in the 257 East Footings Area. The foregoing easement is granted to 257 East for the purpose of allowing the 257 East Footings to encroach onto the Boyer Property within the 257 East Footings Area.

(b) Boyer hereby further grants to 257 East, any lender, potential mortgagee, prospective purchaser, title company, surveyor, and/or the contractors and consultants of the foregoing (herein, collectively, the “**Authorized Users**”), subject to the indemnity provided in this Agreement, the right to enter upon the Boyer Property as reasonably required to inspect the footings located in the 257 East Footings Area, and to maintain, repair, upgrade with reasonably comparable structures or replace the 257 East Footings or 257 East Parking Structure, provided 257 East and such Authorized Users will use reasonable care in connection with such entry to avoid damaging any improvements located on the Boyer Property, and will perform such activities in a manner that shall minimize, to the extent reasonable and feasible, the use of the Boyer Property in connection with such activities.

4. Lighting. If within six (6) months from the date of this Agreement, 257 East determines in its reasonable discretion that there is insufficient lighting in the Easement Area following the construction of the Boyer Parking Structure or if otherwise required by applicable law, then 257 East will provide a lighting plan (“**Lighting Work**”) to Boyer for review and approval at Boyer’s reasonable discretion. Upon Boyer’s approval of the Lighting Work Boyer will, at its discretion, instruct its contractor or approve a contractor recommended by 257 East to perform the Lighting Work at 257 East’s sole cost and expense and any ongoing cost to maintain or replace any equipment included in the Lighting Work will be 257 East’s responsibility. 257 East shall construct, maintain and operate such additional Lighting Work in a manner consistent with Class-A office buildings in the Salt Lake City downtown area and in all events in compliance with applicable law.

5. Indemnification.

(a) Boyer will indemnify, defend (using legal counsel reasonably acceptable to 257 East) and hold harmless 257 East its successors and assigns, and their respective affiliates, officers, directors, agents, employees, contractors and subcontractors (collectively, “**257 East Indemnified Parties**”) from and against all loss claims, damages, cost or expense of the 257 East Indemnified Parties arising from any failure of the Footings Alterations to comply with the consultant’s plans therefor previously approved by 257 East and/or any governmental requirements applicable to such work, or any failure of Boyer or its contractor to complete the Footings Alterations in a good and workmanlike manner.

6. 257 East will indemnify, defend (using legal counsel reasonably acceptable to Boyer) and hold harmless Boyer, its successors and assigns, and their respective affiliates, officers, directors, agents, employees, contractors and subcontractors (collectively, "Boyer Indemnified Parties") from and against all loss claims, damages, cost or expense of the Boyer Indemnified Parties arising from any loss, cost, damage or injury of the Boyer Indemnified Parties arising in connection with any entry by 257 East, or its Authorized Users onto the Boyer Property, including any damage to the landscaping or improvements located on the Boyer Property.

7. Notices. Any notice, demand or request required hereunder shall be given in writing (at the addresses set forth below) by any of the following means: (a) personal service; (b) electronic communicating, whether by telex, telegram or telecopying (provided if by email a hard copy must be sent by overnight courier to the mailing address listed below); (c) overnight courier; or (d) registered or certified, first class mail, return receipt requested:

If to 257 East:

Nearon Enterprises
101 Ygnacio Valley Road
Suite 450
Walnut Creek, CA 94596
Attn: President & CFO

Fax: (945) 744-3303

If to Boyer:

The Boyer Company
90 South 200 West, Suite 200
Salt Lake City, UT 84111
Attn: Jacob Boyer

Fax: (801) 366-7176

Such addresses may be changed by notice to the other Party given in the same manner as above provided. Any notice, demand or request sent pursuant to either subsection (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to subsection (c) shall be deemed received on the business day immediately following deposit with the overnight courier, and, if sent pursuant to subsection (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

8. Run with the Land. Each and all of the easements, covenants, and restrictions set forth in this Agreement are for the mutual benefit of the 257 East Property and the Boyer Property and shall run with the land of the Parties' respective properties, and apply to and bind the respective successors-in-interest to and owners of the 257 East Property and the Boyer Property and every portion thereof, for the benefit of the 257 East Property and the Boyer Property, in perpetuity

9. Defaults.

(a) Any Party that commits a breach of any covenant, restriction, term or provision of this Agreement shall be considered to be in default under this Agreement if such Party shall fail to cure such breach within 30 days following written notice from an aggrieved Party specifying such breach; provided, that if the nature of the particular breach reasonably requires more than 30 days to cure, then such Party shall not be considered to be in default of this Agreement if such Party commences the cure of the breach within the foregoing 30 day period and thereafter diligently prosecutes such cure to completion.

(b) If any default of this Agreement occurs, any aggrieved Party shall have the right to prosecute a proceeding at law or in equity against the defaulting Party for damages, injunctive relief or other remedies at law or in equity. Notwithstanding any contrary provision of this Agreement, damages recoverable in any such proceeding shall not include any losses or damages in the nature of consequential damages, lost profits, damage to reputation or the like

10. Failure to Enforce Not a Waiver of Rights. The failure of any aggrieved Party to enforce any covenant, condition, restriction or provision herein contained will not be deemed a waiver of the right thereafter to do so, nor of the right to enforce any other covenant, condition, restriction or provision set forth in this Agreement. A Party shall be considered to have waived any rights hereunder only if such waiver shall be in writing.

11. Legal Fees and Costs. In the event any action or suit is brought by one Party hereto against the other Party hereunder by reason of any breach of any of the covenants or agreements contained herein, then the prevailing Party will be entitled to recover from the other Party all costs and expenses of suit, including reasonable and actual attorneys' fees.

12. Authority. Each Party hereto warrants that it has the legal power, right and authority to enter into this Agreement. Each Party hereto and the individual executing this Agreement on behalf of each such Party, warrants that the individual signing below on behalf of each Party has the power, right and authority to bind such Party to the terms and conditions hereof.

13. Captions. Any captions to, or headings of, the paragraphs of this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

14. Applicable Law. This Agreement is governed by and construed in accordance with the laws of the State of Utah.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

16. Exhibits. All exhibits to this Agreement are incorporated herein by this reference as if set forth in full herein.

17. Entire Agreement. This Agreement is intended by the Parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, agreements or warranties, other than those set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to such subject matter hereof [refer to access easement].

18. Further Acts. Each Party hereby agrees that it shall, upon request of the other, execute and deliver such further documents (in form and substance reasonably acceptable to the Party to be charged) and do such other acts and things as are reasonably necessary and appropriate to effectuate the intent, purpose, terms and/or conditions of this Agreement.

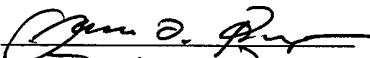
19. Severability. In the event that any one or more of the provisions contained herein shall be for any reason held to be invalid, illegal or unenforceable in any respect, such invalidation, illegality, or unenforceability shall not affect the other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, 257 East and Boyer have executed this Agreement as of the date and year first written above.

BOYER 101, L.C., a Utah limited liability company, by its Manager

The Boyer Company, L.C., a Utah limited liability company

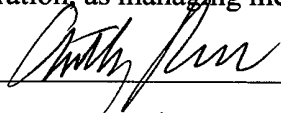
By: 
Name: Jacob L. Boyer
Title: Manager

257 EAST SALT LAKE LLC, a Delaware limited liability company

By: SLC Portfolio LLC, a Delaware limited liability company, its Managing Member

By: Nearon Mission Pointe Holdings II, LLC, a Delaware limited liability company, its Sole Member

By: Nearon Enterprises, a California corporation, as managing member

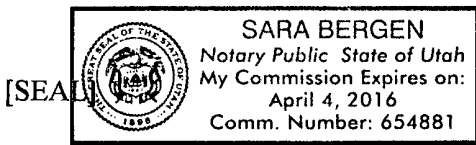
By: 

Name: ANTHONY TERZINO

Title: PRESIDENT

STATE OF UTAH)
)
COUNTY OF Salt Lake : ss.)

The foregoing instrument was acknowledged before me this 7th day of April, 2015, by Jacob L. Boyer, a Manager of The Boyer Company, L.C., a Utah limited liability company, the Manager of Boyer 101, L.C., a Utah limited liability company, on behalf of said company.



Sara Bergen
NOTARY PUBLIC
Residing in Salt Lake

My Commission Expires:

04-04-16

Notary Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

State of California)
County of Contra Costa)

On April 6, 2015 before me, Wendy Butler, Notary Public, personally appeared Anthony Perino who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Wendy Butler
Notary Public

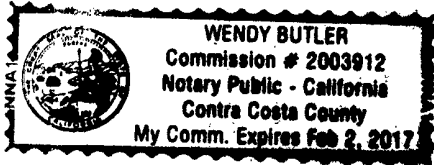


Exhibit A

257 East Property

[See Attached]

EXHIBIT A

DESCRIPTION OF PROPERTY

• **Street address: 257 East 200 South, Salt Lake City, UT 84111**

• **Legal description: PARCEL 1:**

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, BLOCK 72, PLAT "A", SALT LAKE CITY SURVEY, SAID POINT BEING SOUTH 89°58'19" WEST 330.00 FEET FROM THE SOUTHEAST CORNER OF SAID BLOCK 72; THENCE NORTH 0°02'04" WEST 330.00 FEET ALONG THE WEST LINE OF SAID LOT 2; THENCE NORTH 89°58'22" EAST 92.61 FEET ALONG THE NORTH LINE OF LOT 2; THENCE SOUTH 0°02'04" EAST 64.50 FEET; THENCE SOUTH 45°57'29" EAST 100.76 FEET TO THE EAST LINE OF LOT 2; THENCE ALONG SAID EAST LINE SOUTH 0°02'04" EAST 195.42 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE SOUTH LINE OF SAID LOT 2 SOUTH 89°58'22" WEST 165.00 FEET TO THE POINT OF BEGINNING.

PARCEL 1A:

TOGETHER WITH THE RIGHT TO MAKE USE OF THE FOLLOWING DESCRIBED PROPERTY FOR INSTALLATION AND MAINTENANCE OF A WATER RETENTION TANK, A STEEL WATER TANK, AND A TRANSFORMER VAULT AND VENT, AS SUCH RIGHT IS PROVIDED FOR IN A LEASE AGREEMENT TO OCCUPY PUBLIC PROPERTY, DATED July 21, 2005, BETWEEN SALT LAKE CITY CORPORATION, a Utah municipal corporation AS LESSOR, AND 257 TOWER HOLDING, LLC, a Delaware limited liability company, LESSEE, Notice of which is given via that certain MEMORANDUM OF LEASE AGREEMENT TO OCCUPY PUBLIC PROPERTY dated July 21, 2005 and recorded on July 21, 2005 as Entry No. 9439587 in Book 9162 at Page 7532 Salt Lake County Recorder's office prior hereto, TO-WIT:

DESCRIPTION OF WATER RETENTION TANK WITHIN PUBLIC RIGHT-OF-WAY:

BEGINNING AT A POINT WHICH IS SOUTH 89°58'19" WEST 27.00 FEET FROM THE SOUTHEAST CORNER OF LOT 2, BLOCK 72, PLAT "A", SALT LAKE CITY SURVEY, SALT LAKE COUNTY, UTAH, SAID POINT ALSO BEING SOUTH 89°58'19" WEST 192.07 FEET FROM THE SOUTHEAST CORNER OF SAID BLOCK 72; THENCE SOUTH 0°01'41" EAST 13.08 FEET; THENCE SOUTH 89°58'19" WEST 56.00 FEET; THENCE NORTH 0°01'41" WEST 13.08 FEET; THENCE NORTH 89°58'19" EAST 56.00 FEET TO THE POINT OF BEGINNING.

DESCRIPTION OF STEEL WATER TANK WITHIN PUBLIC RIGHT-OF-WAY:

BEGINNING AT A POINT WHICH IS SOUTH 89°58'19" WEST 84.92 FEET FROM THE SOUTHEAST CORNER OF LOT 2, BLOCK 72, PLAT "A", SALT LAKE CITY SURVEY, SALT LAKE COUNTY, UTAH, SAID POINT ALSO BEING SOUTH 89°58'19" WEST 249.99 FEET FROM THE SOUTHEAST CORNER OF SAID BLOCK 72; THENCE SOUTH 0°01'41" EAST 14.00 FEET; THENCE SOUTH 89°58'19" WEST 21.50 FEET; THENCE NORTH 0°01'41" EAST 14.00 FEET; THENCE NORTH 89°58'19" EAST 21.50 FEET TO THE POINT OF BEGINNING.

DESCRIPTION OF TRANSFORMER VAULT AND VENT WITHIN PUBLIC RIGHT-OF-WAY:

BEGINNING AT A POINT WHICH IS SOUTH 89°58'19" WEST 108.33 FEET FROM THE SOUTHEAST CORNER OF LOT 2, BLOCK 72, PLAT "A", SALT LAKE CITY SURVEY, SALT LAKE COUNTY, UTAH, SAID POINT ALSO BEING SOUTH 89°58'19" WEST 273.40 FEET FROM THE SOUTHEAST CORNER OF SAID BLOCK 72; THENCE SOUTH 0°01'41" EAST 12.17 FEET; THENCE SOUTH 89°58'19" WEST 11.63 FEET; THENCE SOUTH 0°01'41" EAST 4.50 FEET; THENCE SOUTH 89°58'19" WEST 6.00 FEET; THENCE NORTH 0°01'41" WEST 4.50 FEET; THENCE SOUTH 89°58'19" WEST 2.50 FEET; THENCE NORTH 0°01'41" WEST 12.17 FEET; THENCE NORTH 89°58'19" EAST 20.33 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING A PORTION OF LOT 6 AND LOT 7 OF BLOCK 72, OFFICIAL SURVEY OF PLAT "A", SALT LAKE CITY SURVEY, SITUATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 6, WHICH IS NORTH 89°58'22" EAST 82.5 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 6, SAID POINT OF BEGINNING ALSO BEING SOUTH 0°01'32" EAST 397.91 FEET ALONG THE CITY MONUMENT LINE AND NORTH 89°58'22" EAST 315.915 FEET FROM THE CITY MONUMENT AT THE INTERSECTION OF FIRST SOUTH STREET AND SECOND EAST STREET; AND RUNNING THENCE NORTH 89°58'22" EAST ALONG THE SOUTH LINE OF SAID LOT 6 AND LOT 7, 247.50 FEET TO THE SOUTHEAST CORNER OF LOT 7; THENCE NORTH 0°02'04" WEST ALONG THE EAST LINE OF LOT 7, 178.00 FEET; THENCE SOUTH 89°58'22" WEST 132.00 FEET; THENCE NORTH 0°02'04" WEST 20.0 FEET; THENCE SOUTH 89°58'22" WEST 115.50 FEET; THENCE SOUTH 0°02'04" EAST 198.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2A: (NORTH RIGHT-OF-WAY)

TOGETHER WITH A RIGHT-OF-WAY OVER AND ACROSS THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT A POINT WHICH IS NORTH 89°58'22" EAST 33.00 FEET FROM THE NORTHWEST CORNER OF LOT 7, BLOCK 72, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE NORTH 89°58'22" EAST 17.00 FEET; THENCE SOUTH 0°02'04" EAST 152.00 FEET; THENCE SOUTH 89°58'22" WEST 17.00 FEET; THENCE NORTH 0°02'04" WEST 152.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2B: (WEST RIGHT-OF-WAY)

ALSO, TOGETHER WITH AN EXCLUSIVE RIGHT-OF-WAY AND EASEMENT OVER AND ACROSS THE FOLLOWING DESCRIBED TRACT OF LAND FOR VEHICULAR AND PEDESTRIAN ACCESS AND THE PROVISION OF UTILITIES TO AND FROM THE ABOVE DESCRIBED PARCEL 2 FROM AND TO SECOND EAST STREET, AS SUCH RIGHT-OF-WAY AND EASEMENT IS PROVIDED FOR IN RIGHT-OF-WAY AND EASEMENT GRANT RECORDED APRIL 8, 1987, AS ENTRY NO. 4433196 IN BOOK 5900 AT PAGE 2502, SALT LAKE COUNTY RECORDER'S OFFICE, TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 72, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE NORTH 89°58'22" EAST 247.50 FEET; THENCE NORTH 0°02'04" WEST 24.00 FEET; THENCE SOUTH 89°58'22" WEST 247.50 FEET; THENCE SOUTH 0°02'04" EAST 24.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

BEGINNING AT A POINT SOUTH 0°02'04" EAST ALONG THE LOT LINE 134.58 FEET FROM THE NORTHEAST CORNER OF LOT 2, BLOCK 72, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 45°57'29" WEST 100.76 FEET TO A POINT WHICH IS SOUTH 89°58'22" WEST ALONG THE LOT LINE 72.39 FEET AND SOUTH 0°02'04" EAST 64.50 FEET FROM SAID NORTHEAST CORNER OF LOT 2; THENCE NORTH 0°02'04" WEST 33.77 FEET; THENCE SOUTH 7°52'51" EAST 13.56 FEET; THENCE SOUTH 1°20'29" EAST 19.28 FEET; THENCE SOUTH 44°37'29" EAST 99.88 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

BEGINNING AT A POINT SOUTH 89°58'22" WEST ALONG THE LOT LINE, 72.39 FEET FROM THE NORTHEAST CORNER OF LOT 2, BLOCK 72, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 89°58'22" EAST ALONG THE LOT LINE, 57.50 FEET; THENCE SOUTH 0°2'04" EAST 0.50 FEET TO THE NORTH SIDE OF A CONCRETE AND BLOCK BUILDING; THENCE SOUTH 89°52'24" WEST ALONG SAID NORTH SIDE OF BUILDING, 57.50 FEET; THENCE NORTH 0°02'04" WEST 0.60 FEET TO THE POINT OF BEGINNING.

Exhibit B

Boyer Property

The land located in Salt Lake County, State of Utah described as follows:

Beginning at the Northwest corner of Lot 5, Block 72, Plat "A", Salt Lake City Survey, and running thence North $89^{\circ}57'25''$ East along the North line of said Block 72 a distance of 247.55 feet to the Northwest corner of the Hollywood Condominiums as recorded with the office of the Salt Lake County Recorder; thence South $00^{\circ}02'03''$ East along the Westerly line and line extended of said Condominiums 330.03 feet to a point on the Southerly line of Lot 6 of said Block 72; thence South $89^{\circ}57'47''$ West along said southerly line and line extended 247.55 feet to the Southwest corner of said Lot 5; thence North $00^{\circ}02'06''$ West along the Westerly line of said Lot 5 a distance of 330.01 feet to the point of beginning.