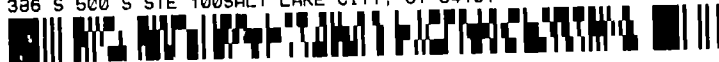


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When recorded, return to:
David S. Wilson, Esq.
Kirton McConkie
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Salt Lake City, Utah 84101

SILOS CONDOMINIUM MASTER DECLARATION OF EASEMENTS

OLYMPUS QOZB LLC,
a Utah limited liability company

Dated effective as of June 12, 2024

**SILOS CONDOMINIUM
MASTER DECLARATION OF EASEMENTS**

OLYMPUS QOZB LLC, a Utah limited liability company, with an office at 386 West 500 South, Suite 100, Salt Lake City, Utah 84101 (the “**Declarant**”), unconditionally and irrevocably executes, acknowledges, delivers, and records this Master Declaration of Easements (as amended or modified as provided herein, this “**Declaration**”) effective as of June 12, 2024 (the “**Declaration Date**”). Terms used in this Declaration may be used before being defined.

RECITALS

A. Declarant is the fee owner of the real property located in Salt Lake City, Utah more fully described on Exhibit A attached hereto and made a part hereof (the “**Silos Condominium Property**”).

B. Declarant is in the process of redeveloping the Silos Condominium Property incorporating residential uses and uses incidental thereto, including, without limitation, the Parking Facilities (as defined below) (collectively, the “**Silos Condominium Project**”).

C. Concurrent with the execution, delivery and recordation of this Declaration, Declarant is executing, delivering and recording that certain Declaration of Condominium of Silos Condominiums, as the same may hereafter be modified, amended and supplemented (the “**Declaration of Condominium**”). This Declaration is the “**Master Declaration**” defined in the Declaration of Condominium.

D. To facilitate the development and operation of the Silos Condominium Project, for the purpose of granting and reserving the easements and other rights granted or reserved by or under this Declaration, and to facilitate future use and operation of the Silos Condominium Project, pursuant to the Declaration of Condominium and the Plat (as defined in the Declaration of Condominium), Declarant has divided, horizontally and vertically, the Silos Condominium Property into various Units.

E. Declarant intends to retain, convey, sell and/or lease the Units, whereby Declarant and various parties will develop and operate various components within the Silos Condominium Project.

F. To facilitate the operation of the Silos Condominium Project and each component thereof, Declarant desires to define the Units and establish and provide for certain easements, licenses, and other property rights in and to parts of the Silos Condominium Property that will run with the land and inure to the benefit of and be binding upon the various Units comprising the Silos Condominium Property and all persons owning, leasing, or having any other interest in any such Units.

DECLARATION

NOW, THEREFORE, Declarant declares that until the Termination Date each and every one of the declarations, grants, covenants, conditions, restrictions, and other provisions in

this Declaration shall run with the Silos Condominium Property, shall bind every Owner of the Silos Condominium Property, shall benefit every Owner of the Silos Condominium Property and the Office Buildings, and shall be enforceable only by Declarant and each Owner, and their successors and assigns. Declarant unconditionally and irrevocably submits the Silos Condominium Property, including Declarant's interest in all improvements now or later constructed on or at the Silos Condominium Property, to this Declaration and all of its provisions. This Declaration amends, restates and replaces the Original Declaration in its entirety and is effective as of Declaration Date.

ARTICLE I DEFINITIONS

The following definitions, and the definitions in the Recitals, shall apply in this Declaration, and in any other document that refers to this Declaration as its source for definitions. All Exhibits to this Declaration are defined in the last Article of this Declaration, captioned "Exhibits Attached."

"Affiliate" means as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with such Person or Persons. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether by equity ownership, contract or otherwise.

"As-Built Plans" means the as-built plans and specifications for any Improvements constructed on a Unit once such Improvements have been constructed and completed, which as-built plans and specifications may, at the request of Declarant or any Owner, be specifically identified and referenced in an amendment or supplement to this Declaration executed by Declarant and such Owner.

"Association" has the meaning set forth in the Declaration of Condominium.

"Building" has the meaning set forth in the Declaration of Condominium.

"Building Components" means any and all, as the context may require, of the floor slabs, ramps, stairways, escalators, elevators, balconies, above grade decks and patios, awnings, canopies, lighting devices, Roof architectural overhangs or flashing, utility lines and all other component parts of an Improvement including, without limitation, structural, mechanical, electrical, plumbing, heating and ventilating components.

"Common Areas" has the meaning set forth in the Declaration of Condominium.

"Common Utility Facilities" means any and all, as the context may require, Utilities located within the Silos Condominium Property that are for the use or service in common of more than one Unit.

"Declarant" has the meaning set forth in the Introduction.

"Declaration" has the meaning set forth in the Introduction.

“Declaration Date” has the meaning set forth in the Introduction.

“Discretionary Consent” means consent that under this Declaration or other operative agreement may be granted or withheld in the consenting Person’s sole and absolute discretion. Any Person whose Discretionary Consent is requested has no obligation to consider that request, and may require payment or reimbursement of costs and expenses incurred, or revenue lost, as a result of the matter for which consent is requested, but may not charge arbitrary fees or other consideration for granting such Discretionary Consent.

“Easement Grantee” means an Owner benefited by an easement granted in or under this Declaration, and its successors and assigns.

“Easement Grantor” means an Owner subject to an easement granted in or under this Declaration, and its successors and assigns.

“Easement Improvements” means any and all, as the context may require, Improvements made within any easement granted in or under this Declaration.

“Elevator Assessments” has the meaning set forth in Section 3.10.2.

“Force Majeure” has the meaning set forth in Section 7.13.

“Governing Documents” has the meaning set forth in the Declaration of Condominium.

“Government” means each and every governmental agency, authority, bureau, department, quasi-governmental body, or other governmental entity or instrumentality having or claiming jurisdiction over the Silos Condominium Property (or any activity at the Silos Condominium Property), including the United States federal government, the City, Salt Lake County and State of Utah governments and their subdivisions and municipalities, and all other applicable governmental agencies, authorities, and subdivisions thereof. “Government” shall also include any planning commission, board of standards and appeals, department of buildings, city council, zoning board of appeals, or planning board or commission having or claiming jurisdiction over the Silos Condominium Project or any activities on or at the Silos Condominium Project.

“Improvements” means any and all, as the context may require, additions, structures, improvements, alterations and replacements located within or upon a Unit, including, without limitation, the Building and the Common Area Improvements, the Parking Common Area Improvements, and the Residential Common Area Improvements.

“Laws” means all laws, ordinances, requirements, orders, proclamations, directives, rules, and regulations of any Government affecting in any way the Silos Condominium Project, any Improvements on the Silos Condominium Property, including any use, maintenance, taxation, operation, or occupancy of, or environmental conditions affecting, any of the foregoing, or otherwise relating to this Declaration or any Owner’s rights and remedies under this Declaration, or any Transfer of any of the foregoing, whether in force at the Declaration Date or passed, enacted, or imposed at some later time, subject in all cases, however, to any applicable waiver, variance, or exemption.

“Lease” means any lease, sublease, license agreement or other similar agreement in writing whereby an Occupant acquires rights to use and/or occupy all or any portion of any Unit.

“Lender” has the meaning set forth in Section 7.5.

“Modification” means any amendment, cancellation, discharge, extension, modification, rejection, renewal, replacement, restatement, substitution, supplement, or waiver of a specified agreement or document, or of any of its terms or provisions.

“Notice” means any consent, demand, designation, election, notice, or request relating to this Declaration, including any notice of default. Notices shall be delivered, and shall become effective, only in accordance with the “Notices” provisions of this Declaration.

“Occupant” means the Owners and any other Person from time to time entitled to the use and occupancy of all or any portion of any Unit, whether under any Lease or otherwise.

“Owner” has the meaning set forth in the Declaration of Condominium; provided that as used in this Declaration, Owner shall also include the Association.

“Parking Building” has the meaning set forth in the Declaration of Condominium.

“Parking Common Area Improvements” has the meaning set forth in the Declaration of Condominium.

“Parking Common Areas” has the meaning set forth in the Declaration of Condominium.

“Parking Unit” has the meaning set forth in the Declaration of Condominium.

“Permittees” means all Occupants and their respective officers, directors, employees, agents, partners, contractors, servants, customers, guests, visitors, invitees, licensees and concessionaires.

“Person” means any Government, individual, partnership, limited liability company, firm, association, trust or corporation, or any other form of business or governmental entity of any kind, and may refer to, where the context may require, any Owner, and the use of the singular shall include the plural.

“Project Easements” has the meaning set forth in Section 3.1.1.

“Reasonable Consent” means consent, not to be unreasonably withheld, conditioned, or delayed. Wherever in this Declaration a consent is required and such consent is not expressly stated to be Discretionary Consent, Reasonable Consent shall be implied.

“Representative” means, for Declarant and each Owner, a designated individual, which may be an employee of the manager or operator of a Unit, who shall receive all Notices and other communications under this Declaration, and act for the Person that appointed such Representative regarding all matters within the scope of this Declaration.

“Residential Building” has the meaning set forth in the Declaration of Condominium.

“Residential Common Area Improvements” has the meaning set forth in the Declaration of Condominium.

“Residential Common Areas” has the meaning set forth in the Declaration of Condominium.

“Residential Unit” has the meaning set forth in the Declaration of Condominium.

“Roof” means all rooftop areas of the Buildings and the roof structure and support mechanisms that directly support such rooftop areas.

“Separate Utility Facilities” means any Utilities which exclusively serve a single Owner or Unit regardless of whether located on such Owner’s Unit or on the Unit of another Owner, and which Utilities are not included in the definition of Common Utility Facilities.

“Silos Condominium Project” has the meaning set forth in Recital B.

“Silos Condominium Property” has the meaning set forth in Recital A.

“Support Easement” means an easement for lateral and subjacent support through the Support Elements of a burdened Unit for Improvements located within or upon a benefited Unit. A Support Easement includes the right to receive, use, and maintain continuous support from such Support Elements at the level of support contemplated by the approved plans for the Improvement.

“Support Elements” means any and all, as the context may require, pilings, footings, foundations, columns, bearing walls, beams, members and other structural elements of any Improvement located on or in a Unit or on or in any Common Areas that are required for the subjacent or lateral support of Improvements located on or in another Unit or on or in any Common Areas.

“Termination Date” has the meaning set forth in Article V.

“Transfer” means, with respect to any Unit, any of the following, whether by operation of law or otherwise, whether voluntary or involuntary, and whether direct or indirect: (a) any assignment, conveyance, deed, grant, hypothecation, mortgage, pledge, sale, or other transfer, whether direct or indirect, of all or any part of such Unit, or of any legal, beneficial, or equitable interest or estate in such Unit or any part of it (including the grant of any internal easement, lien, or other encumbrance resulting from any purchase option or auction under this Declaration); or (b) any transaction that is in substance equivalent to any of the foregoing. A Transfer of equity or beneficial interests in or to a Person that owns any Unit shall not be deemed a Transfer of such Unit. Any Transfer shall not be deemed to include or effectuate any release of the Transferor, unless this Declaration expressly provides for such a release.

“Transferee” means a Person that receives a Transfer.

“*Transferor*” means a Person that makes a Transfer.

“*Utah Condo Act*” has the meaning set forth in Section 2.2.

“*Utility Areas*” has the meaning set forth in the Declaration of Condominium

“*Utility Company*” means any Person that operates any Utilities serving the Silos Condominium Project.

“*Unit*” has the meaning set forth in the Declaration of Condominium; provided that as used in this Declaration, Unit shall also include the Common Areas.

“*Utilities*” has the meaning set forth in the Declaration of Condominium.

“*Work*” means the initial construction of the Silos Condominium Property contemplated by this Declaration, the Governing Documents, and any subsequent construction, alteration, rehabilitation, repair, restoration, rebuilding, demolition, development, expansion, fixturation, improvement, modernization, reconstruction, redevelopment, removal and razing of any part of the Silos Condominium Property.

ARTICLE II DECLARATION

2.1 Declaration. Declarant hereby declares that all of the Silos Condominium Property shall be held, Transferred, and conveyed subject to the easements, restrictions, covenants, and conditions contained in this Declaration, which are for the benefit of, and that shall run with, the Silos Condominium Project, and that shall be binding on all Owners of the Units comprising the Silos Condominium Property and their Transferees, and shall inure to the benefit of each Owner and other beneficiaries and their Transferees as may be, and to the extent, described herein; provided however, that any easements, restrictions, covenants and conditions that benefit the Office Buildings shall cease to run with the land if and when any such easements, restrictions, covenants or benefits are deleted in any conveyance or transfer document conveying or transferring an Office Building. By acceptance of a deed, lease, assignment, or other instrument of Transfer, or by acquiring any interest in any of the Silos Condominium Property, each Owner, for himself, herself or itself, and his, her or its heirs, personal representatives, successors and Transferees, binds himself, herself or itself, and his, her or its heirs, personal representatives, successors, and Transferees, to all of the provisions, restrictions, covenants, and conditions now or hereafter imposed by this Declaration.

2.2 No Easement to View/Light/Air/Noise. Notwithstanding any provision contained herein, Declarant does not grant any easements, licenses, or interests in any view, light, air, or noise to any Owner.

ARTICLE III EASEMENTS

3.1 General.

3.1.1 Definitions and Documentation. This Article III sets forth the easements and the terms and conditions thereof, that Declarant establishes as burdens and encumbrances upon the respective Units for the benefit of the other Units. For the purposes of this Article III, the following provisions of this Section 3.1 will apply. All of the easements set forth in this Article III shall be referred to as the “*Project Easements.*”

3.1.2 Use and Enforcement of Easements. An Owner may permit, from time to time, its Occupants and Permittees to use easements granted for such Owner’s use and benefit under this Declaration, provided that no such permission shall authorize a use of any easement in excess of the use permitted under this Declaration. Any part of the previous sentence to the contrary notwithstanding, this Declaration does not grant to Occupants or Permittees any legal rights or interests including, without limitation, any rights of enforcement, in and to the easements established by this Declaration.

3.1.3 Nature of Easement. Unless otherwise specified, all easements granted in this Article III are non-exclusive and, unless provided otherwise, are irrevocable and for the benefit of the designated Easement Grantee(s) as the Owner(s) of the respective benefited Unit(s) and are intended to, and shall, run with and be enforceable against the Easement Grantor(s), the burdened Unit(s) and the benefited Unit(s).

3.1.4 Construction. The word “in” with respect to any easement granted in a particular Unit means, as the context may require, “in,” “to,” “over,” “through,” “upon,” “across,” and “under,” or any one or more of the foregoing. Except as otherwise specifically indicated, all easements granted herein shall be easements appurtenant and not easements in gross. No easement granted herein to an Easement Grantee may be Transferred separately from such Easement Grantee’s Unit.

3.1.5 Binding Effect. The grant of an easement herein shall bind and burden the applicable Unit encumbered thereby, which shall, for purposes of this Declaration, be deemed to be the servient tenement or estate. Where only a portion of a Unit is bound and burdened by any easement granted herein, only that portion of the Unit bound and burdened shall be deemed to be the servient tenement or estate. The grant of an easement herein shall benefit the designated Units benefited thereby, which shall, for purposes of this Declaration, be deemed to be the dominant tenement or estate. Where only a portion of a Unit is benefited by any easement granted herein, only that portion of the Unit benefited shall be deemed to be the dominant tenement or estate.

3.1.6 Further Definition. Inasmuch as all of the Improvements have not been constructed as of the Declaration Date, the exact location of the easements, the Easement Improvements, and the Improvements are not yet fully known and precisely designated. This Declaration establishes in general terms the various easements to facilitate development, operation, conveyance, and leasing of the Silos Condominium Project as set forth in this Declaration. The location of the Project Easements shall be the actual locations of the Easement Improvements that may be located from time to time within the Building, as reflected in the As-Built Plans, in each case, subject to such minor encroachments as may be permitted pursuant to

Section 3.2(d). Upon completion of substantially all of the Improvements in the Building, Declarant and the then Owners of the Units shall, upon reasonable request of the Declarant or any Owner, execute and record a supplemental declaration containing the as-built easement locations that are consistent with the As-Built Plans for all of the Improvements then in the Building.

3.1.7 Duration of Easements. Each Project Easement shall exist by virtue of this Declaration, without the necessity of confirmation by any other document. Likewise, upon the termination of any Project Easement (in whole or in part) or its release in respect of all or any part of any Unit as provided in this Declaration, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document. Upon the request of any other Owner, however, each Owner will sign and acknowledge a document, in form and substance reasonably approved by each Owner, memorializing the existence (including the location and any conditions), prior termination (in whole or in part) or release (in whole or in part), as the case may be, of any Project Easement.

3.1.8 No Public Dedication. Nothing contained herein, including the grant of any or all Project Easements, shall be deemed to constitute a dedication of any Unit, or any portion or portions thereof, to any Government or to the general public.

3.1.9 Access Restrictions. Where an Owner is granted an easement to install, place, maintain, repair, restore, or remove any facility, such rights shall be subject to the following terms, conditions, and restrictions: (a) the Easement Grantee shall provide reasonable advance Notice to Declarant and the Easement Grantor, except in the event of an emergency (provided that in such case the Easement Grantee shall use good faith attempts under the circumstances to notify Declarant and the Easement Grantor); (b) the Easement Grantee shall enter upon the easement only during reasonable hours, except in the event of an emergency; (c) the Easement Grantee shall comply with the Easement Grantor's reasonable instructions (including reasonable restrictions on paths of ingress and egress and security), provided that such instructions do not preclude, frustrate, or unreasonably restrict or increase the expense of exercising such right of access; (d) the Easement Grantee shall diligently endeavor to minimize any interference with lawful activities in the Easement Grantor's Unit; (e) the Easement Grantee will pay for any damage such entry causes; and (f) the Easement Grantee shall indemnify the Easement Grantor regarding the exercise of such right of entry.

3.1.10 Prohibition Against Granting Easements. Except as expressly permitted in this Declaration, no Owner, without the prior Discretionary Consent of all Owners, may grant or otherwise convey an easement that burdens any Unit for the benefit of any property not within the Silos Condominium Project.

3.1.11 Performance of Construction. Each Owner shall perform any Work in connection with the construction of any Easement Improvements in accordance with the plans therefor prepared and approved, where applicable, in accordance with this Article 3 (a) with due diligence and in a good and workmanlike manner in accordance with standards generally applicable to a first class mixed use project; (b) in full cooperation with any Easement Grantor; and (c) in accordance with Laws and regulations of the National Board of Fire Underwriters or any other body performing similar functions in the City of Salt Lake City, Salt Lake County,

State of Utah. Each Owner in the performance of such Work shall not (i) cause any unnecessary or unreasonable increase in the cost of construction, operation or maintenance of the other Owners; (ii) unreasonably interfere with any other construction being performed in the Silos Condominium Project; or (iii) impair in any more than an incidental manner the use, occupancy, or enjoyment by the Owners of the Silos Condominium Project or any part thereof as permitted or contemplated by this Declaration.

3.1.12 Safety Measures. Each Owner performing Work in connection with the Project Easements shall at all times take any and all safety measures reasonably required to protect the other Owners and all Occupants and Permittees from injury and/or damage caused by or resulting from the performance of such Work. If any Work is undertaken or takes place when the Building of any Owner shall be opened to the public, the Owner carrying on such construction shall take reasonable safety precautions in the context of the Work being undertaken, including without limitation erecting or causing to be erected an adequate and attractive construction barricade where reasonably appropriate, substantially enclosing the area of its Work, and shall maintain such barricades until such Work shall have been substantially completed.

3.1.13 Liens. Any Owner ordering or contracting for any services, labor or materials hereby agrees to indemnify, defend and save harmless the other Owners hereto from any and all loss, damage, liability, expense and claims whatsoever (including reasonable attorneys' fees and other reasonable costs of defending against the foregoing), by reason of any lien for such work, services or materials performed or supplied which shall be filed against any portion of the Silos Condominium Project. In the event any such lien is filed, the Owner so obligated shall pay and discharge the same of record as promptly as possible but in no event later than forty-five (45) days after the filing thereof, subject to the provisions of the following sentence. Each such Owner shall have the right to contest the validity, amount or applicability of any such respective liens by appropriate legal proceedings and so long as it shall furnish bond, if bonding is necessary to secure a stay of execution or, if bonding is not so required, indemnify as in this Section 3.1.13 hereinafter provided, and be prosecuting such contest in good faith, the requirement that it pay and discharge such liens promptly but in no event later than the aforesaid forty five (45) day period shall not be applicable; PROVIDED, HOWEVER, that in the event such lien has not been discharged of record, such Owner shall promptly, but in any event, within forty five (45) days after the filing thereof, bond or indemnify against such liens in amount and form satisfactory to induce the title insurance company which insured title to the respective Unit to each of the Owners to insure over such liens or to reissue or update its existing policy, binder or commitment without showing any title exception by reason of such liens. In the event such legal proceedings shall be finally concluded (so that no further appeal may be taken) adversely to the Owner contesting such liens, such Owner shall promptly cause the lien(s) to be discharged of record within five (5) days thereafter.

3.2 Construction Easements. Subject to the provisions of any other agreement between Declarant and an Owner, Declarant hereby grants to each of the Owners, for the benefit of such Owner's Unit, an easement to the extent needed in accordance with good construction practices on other Units within the Silos Condominium Project for the following:

(a) The attachment of Improvements constructed on the Easement Grantee's Unit to and on Improvements of the Easement Grantor, where applicable, provided the manner of attachment shall be designed in accordance with generally accepted construction and engineering practices in the manner customary for improvements of such type and so as not to impose any load on the Easement Grantor's Improvements in excess of that contemplated by the approved plans and specifications for the Easement Grantee's Improvements.

(b) The installation, use, maintenance, repair, replacement and removal of any permitted Improvements such as signs, entrances, marquees, canopies, lights and lighting devices, fire stair towers and doors, awnings, alarm bells, wing walls, Building overhangs and other overhangs encroaching upon the Unit of the Easement Grantor, where applicable; provided such permitted Improvements shall be designed in accordance with generally accepted construction and engineering practices in the manner customary for improvements of such type and so as not to impose any load on the Easement Grantor's Improvements in excess of that contemplated by the approved plans and specifications for the Easement Grantee's Improvements.

(c) The operation of construction crane booms over the top of the Improvements constructed on any Unit provided such construction cranes booms shall be designed, installed and operated in accordance with generally accepted construction and engineering practices in the manner customary for projects in the nature of the Silos Condominium Project.

(d) The existence of minor building encroachments not to exceed three (3) inches, provided the existence of same does not affect the construction of the Easement Grantor's Improvements or increase the cost thereof to the Easement Grantor, the plans and specifications for any such encroachment being subject to the approval of the Easement Grantor.

Each Owner covenants and agrees that its exercise of such easements shall not result in damage or injury to the Improvements of the other Owners, and shall not unreasonably interfere with or interrupt the business operation conducted by any other Owner in any Unit or any other aspect of the Silos Condominium Project. In addition, each Easement Grantee, at its sole cost and expense, shall promptly repair, replace or restore any and all Improvements of the Easement Grantor that are damaged or destroyed in the exercise by the Easement Grantee of the easements granted under this Section 3.2 in accordance with plans and specifications approved by the Easement Grantor and shall defend, indemnify and hold the Easement Grantor harmless from and against all liens, loss, liability, damage, cost or expense (including reasonable attorney's fees) incurred in connection with or arising out of the Easement Grantee's exercise of said easements, except to the extent occasioned by the Easement Grantor's active negligence or intentional wrongdoing.

With respect to Improvements on any other Unit within the Silos Condominium Project, the plans and specifications showing the Improvements to be constructed in reliance on the easements granted in this Section 3.2 shall be submitted by the Easement Grantee to the Easement Grantor (and Declarant if Declarant is not the Easement Grantor), with a specific

request by the Easement Grantee for Reasonable Consent of the Easement Grantor (and the Declarant if applicable), showing the location and extent of the encroachment onto the Unit of the Easement Grantor. Reasonable Consent therefor by the Easement Grantor (and Declarant if applicable) shall constitute designation by such Easement Grantor (and Declarant if applicable) of the portions of its Unit to be used for such easements; any such Reasonable Consent of the Easement Grantor (and Declarant if applicable) shall not be unreasonably withheld or delayed, provided that the granting of any such easement does not result in a significant increase in cost of construction or maintenance to the Easement Grantor (and Declarant if applicable) of its Buildings or otherwise materially adversely affect the Easement Grantor (and Declarant if applicable). If the Easement Grantor (and Declarant if applicable) fails to respond to the Easement Grantee's request within ten (10) days after submittal, then a second written Notice containing the same request as the earlier submission may be sent to the Easement Grantor (and Declarant if applicable). Such second submission shall include a letter which shall provide, in all uppercase letters of not less than 14-point font, the words, "Notice is hereby given that failure to provide approval, disapproval, or comments to the enclosed request within five (5) business days of the date of your receipt of this notice will result in such request being deemed to be approved." If such Notice is enclosed, then failure of the Easement Grantor (and Declarant if applicable) to respond in writing by the required deadline shall result in such request being deemed approved.

The Governing Documents include provisions relating to the development of the Silos Condominium Property, and the provisions of this Declaration shall be read and interpreted in the context of such provisions so as to reasonably facilitate the development contemplated by the Governing Documents.

3.3 Structural Support Easements. Declarant hereby grants to each Owner of each Unit a Support Easement with respect to the Support Elements in otherwise necessary for the Building, provided the Easement Grantee's Improvements shall be designed in accordance with generally accepted construction and engineering practices in the manner customary for improvements of such type and so as not to impose any load on the Easement Grantor's Improvements in excess of that contemplated by the approved plans and specifications for the Easement Grantee's Improvements. The location and extent of all easements under this Section 3.3 shall be in accordance with plans and specifications approved using the procedure described in Section 3.2.

Each Owner shall repair, maintain and replace, as necessary, the Support Elements of its Improvements at its sole cost and expense and without contribution from any Easement Grantee with respect thereto except as may be provided in the Governing Documents or any other agreement to which such Owner is a party. Further, in replacing, repairing or reconstructing any Improvements on the burdened Unit under any of the foregoing provisions of this Section 3.3, the Easement Grantor shall not be obligated to design or install Improvements with more stringent specifications than existed with the Improvements being replaced, repaired or reconstructed, unless otherwise required by any Government requirements, codes or laws.

3.4 Building Components. Declarant hereby grants to each Owner an easement for the installation, use, maintenance, repair, location, relocation and removal of Building Components. With respect to Improvements on any Unit, the location and extent of all

easements under this Section 3.4 shall be in accordance with plans and specifications approved using the procedure described in Section 3.2. Each Owner shall repair, maintain and replace, as necessary, its Building Components including those installed within any easement granted hereby.

Building Components installed within any easement granted hereby shall (a) be constructed, installed, maintained, replaced and repaired so as not to interfere unduly with the use and enjoyment of any Unit by the respective Owner, (b) not result in damage or injury to the Buildings or other Improvements of any other Owner, (c) not materially increase the cost of the burdened Owner's initial construction or maintenance, operation, or reconstruction consistent with the initial construction of the Improvements on its Unit as reflected in the As-Built Plans for such Improvements, and (d) otherwise conform to the applicable requirements of this Declaration.

3.5 Utility Easements.

3.5.1 Common Utility Facilities; Separate Utility Facilities. Declarant hereby grants to each Owner of a Unit an easement across all other Units within the Silos Condominium Property as reasonably necessary or appropriate for the installation, use, maintenance, repair, relocation, and removal of Common Utility Facilities and Separate Utility Facilities. With respect to Improvements on any Unit, the location and extent of all easements under this Section 3.5 shall be in accordance with plans and specifications approved using the procedure described in Section 3.2. Further, the easement rights granted in this Section 3.5.1 shall include easements as reasonably necessary for each Owner to locate, construct and install additional Common Utility Facilities and Separate Utility Facilities in the Parking Facilities in connection with the ongoing and normal business use of such Owner's Unit.

The Common Utility Facilities permitted under this Declaration shall be subject to available designed capacity as reasonably determined from the approved plans and specifications and such other reasonable restrictions imposed by the Easement Grantor; provided that no Owner shall be allowed to over use the reasonable capacity intended for such Owner's Unit at the time such facilities were constructed and installed.

The Common Utility Facilities and Separate Utility Facilities shall (a) be constructed, installed, maintained, replaced and repaired so as not to interfere unduly with the use and enjoyment of any Unit by the respective Owner, (b) not diminish the functionality of the Utilities servicing any Unit, (c) not result in damage or injury to the Building or Improvements of any other Owner, (d) not materially increase the cost of the burdened Owner's initial construction or maintenance, operation, or reconstruction consistent with the initial construction of the Improvements on its Unit as reflected in the As-Built Plans for such Improvements, and (e) otherwise conform to the applicable requirements of this Declaration. Whenever feasible, such Utilities shall be separately metered or separately assessed to the Owner benefited or using such Utilities.

The Common Utility Facilities shall be repaired, maintained and replaced by the Owner upon whose Unit such Common Utility Facilities are located (except as may be provided in the Governing Documents or any other agreement to which such Owner is a party). The costs of

such repairs, maintenance and replacement shall be reasonable and shall be borne by the Owners benefiting from the repaired, maintained or replaced Common Utility Facilities in proportion to each Owner's relative usage of the applicable Common Utility Facilities, except in the event the repair, maintenance or replacement is made necessary by the act or neglect of a particular Owner or Owners, in which event such Owner or Owners shall pay such costs. The Owner incurring any such costs shall invoice the Owners responsible for payment of the costs with an invoice stating the costs incurred and the allocation of the costs among the responsible Owners, together with documentation supporting (i) the costs incurred, and (ii) the methodology for the allocation, and the invoiced Owners shall reimburse the Owner incurring the costs within thirty (30) days after receipt of the invoice.

3.5.2 Relocation. An Owner may relocate any Common Utility Facilities and Separate Utility Facilities located on such Owner's Unit, provided such relocation complies with the provisions of this Section 3.5.2. Any installation, maintenance, replacement, relocation, repair or removal of Utilities shall:

(a) be performed only after such Owner has given each affected Easement Grantee sixty (60) days written Notice of its intention to take such action with respect to such Common Utility Facilities or Separate Utility Facilities, except in the case of emergency (in which event Notice shall be given as soon as practicable);

(b) shall not interfere with or diminish the functionality of the Utilities servicing the Easement Grantee;

(c) shall not reduce or impair the usefulness or function of the Common Utility Facilities or Separate Utility Facilities in question;

(d) shall be performed at the sole cost of Easement Grantee unless otherwise agreed;

(e) shall not materially interfere with or increase the cost of any other Owner's insurance coverage.

3.5.3 Location. All Utilities located within the Parking Facilities shall be located in a manner so as not to interfere with the intended use and operation of the Parking Facilities.

3.6 Pedestrian Circulation Easements.

3.6.1 Units. Declarant hereby grants to the Owners of each Unit easements within, over and through those portions of the Parking Building as are reasonably necessary for ingress, egress, access, passage and accommodation to, from and between the any Unit and the burdened Units; provided however, that no Parking Unit Owner shall have any easement within, over and through any portion of the Residential Building except to the extent otherwise expressly provided in this Declaration.

3.6.2 Blanket Access Easements in Parking Building. Where an Owner has an easement over all or any portion of the Parking Building pursuant to this Declaration, said

Owner shall also have, and Declarant hereby so grants, a non-exclusive pedestrian easement over and through the Parking Building from the elevators and stairways to such easement area.

Each Owner shall repair, maintain and replace, as necessary, the areas on its Unit subject to the foregoing pedestrian circulation easements without contribution from any other Owner except as may be provided in the Governing Documents or any other agreement to which such Owner is a party.

3.7 Maintenance Easements.

3.7.1 Easements Pertaining to Roof. Declarant hereby grants to the Owners of the Units (a) easements over, through and upon those portions of the roof of the Building, to the extent reasonably necessary for the installation, construction, reconstruction, repair and maintenance of electrical and mechanical equipment and other maintenance and related facilities that service the Units, and (b) easements within, over and through those portions of the Building as are reasonably necessary for access to the facilities described in the foregoing clause (a).

3.7.2 Easements Pertaining to Elevators and Elevator Vestibules. In addition to and not in limitation of the easements granted pursuant to Section 3.10 below, Declarant hereby grants to each owner of a Residential Unit the right and easement to maintain the elevators connecting the Residential Building to the Parking Building as well as any related elevator vestibule(s) located within the Parking Building for the elevators serving the Residential Building.

3.8 Operational Easements. It is understood and acknowledged that the Silos Condominium Project is a mixed use project with various office and residential uses and uses incidental thereto. As such, there will be lights, sounds, noises, and odors that are associated with all such uses. Declarant hereby grants, for the benefit of all Owners of all Units, easements for sound, noise, odors, smoke, and light over all Units; provided that such easements shall not entitle any Owner to violate any Laws.

3.9 Common Areas.

3.9.1 Common Areas. Declarant hereby grants to the Owners of the Units easements over, through and upon the Common Areas for the purposes of ingress, egress, and use of such Common Areas for their intended use.

3.9.2 Parking Common Areas. Declarant hereby grants to the Owners of the Parking Units easements over, through and upon the Parking Common Areas for the purposes of ingress, egress, and use of such Parking Common Areas for their intended use.

3.9.3 Residential Common Areas. Declarant hereby grants to the Owners of the Units easements over, through and upon the Residential Common Areas for the purposes of ingress, egress, and use of such Residential Common Areas for their intended use.

3.10 Elevators.

3.10.1 Elevator Easement. Declarant hereby grants to the Owners of the Parking Units a non-exclusive right of use and enjoyment and easement in and to the elevators and related facilities in the Building, in common with the Owners of the Residential Units, subject in all cases to the right to limit use and access as provided in the Declaration of Condominium.

3.10.2 Elevator Assessments. The easement granted in this Section 3.10 shall be subject to payment by the Owners of the Parking Units on demand from the Owners of the Residential Units of three-eighths (3/8) of: (i) the initial cost to construct the elevators; and (ii) the costs to license, maintain, repair, replace or otherwise operate the elevators (the “**Elevator Assessments**”). Upon request of the Owners of the Residential Units, the Elevator Assessments may be processed as part of the Regular Assessments (as defined in the Declaration of Condominium) and the Association shall remit payments made by the Owners of the Parking Units of the Elevator Assessments promptly to the Owners of the Residential Units. Late payments of the Elevator Assessments shall be subject to the same late fees and charges applicable to unpaid assessments under the Declaration of Condominium.

3.10.3 Lien for Elevator Assessments. All Elevator Assessments shall be secured by a lien on the Parking Units in favor of the Owners of the Residential Units. To evidence a lien, the appointed representative of the Owners of the Residential Units or the attorney may prepare and execute a written notice of lien setting forth the amount of the unpaid assessments, the name of the Owner of the applicable Parking Unit, a description of the Parking Unit, and any other information required by law. A notice of lien may be recorded if there is a delinquency in payment of the Elevator Assessment. To the fullest extent permitted under applicable law, (i) such lien may be enforced by sale or foreclosure (judicial or non-judicial) conducted in accordance with the provisions of law applicable to the exercise of powers of sale or judicial foreclosure of deeds of trust or mortgages or in any other manner permitted by law, and (ii) the Owners of the Residential Units shall have the right to appoint and assign a trustee to the extent necessary or convenient for any foreclosure. In any such foreclosure, the Owner of the affected Parking Unit shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys’ fees), and such costs and expenses shall be secured by the lien being foreclosed. The Owner of the affected Parking Unit shall also be required to pay to the Owners of the Residential Units any Elevator Assessment that shall become due during the period of foreclosure, and all such Elevator Assessments shall be secured by the lien being foreclosed. To the fullest extent permitted by applicable law, the Owners of the Residential Units may, through their duly authorized agents and attorneys, have and exercise the power of the trustee in any such sale or foreclosure and the power to bid at any foreclosure sale and to hold, lease, mortgage or convey the subject Parking Unit in the name of the Owners of the Residential Units. Notwithstanding the foregoing, any lien on a Parking Unit in favor of the Owners of the Residential Units shall at all times be subordinate to any Mortgage recorded against the applicable Parking Unit.

3.11 Indemnity. Each Easement Grantee of an easement granted pursuant to this Declaration covenants and agrees that its exercise of such easements shall not result in damage or injury to the Improvements of the other Owners, and shall not unreasonably interfere with or interrupt the use and enjoyment of any Owner of its Unit or any other aspect of the Silos Condominium Project. In addition, each Easement Grantee, at its sole cost and expense, shall promptly repair, replace or restore any and all Improvements of the Easement Grantor that are

damaged or destroyed in the exercise by the Easement Grantee of the easements granted under this Declaration in accordance with plans and specifications approved by the Easement Grantor and shall defend, indemnify and hold the Easement Grantor harmless from and against all liens, loss, liability, damage, cost or expense (including reasonable attorney's fees) incurred in connection with or arising out of the Easement Grantee's exercise of said easements, except to the extent occasioned by the Easement Grantor's active negligence or intentional wrongdoing.

3.12 Restoration. Each Owner severally covenants that if all or any part of its Improvements is damaged or destroyed at a time when it is not required to restore and does not elect to restore the same pursuant to the terms of the Governing Documents or any other agreement to which such Owner is a party, it will promptly (i) restore any Support Elements (or portions thereof) if, immediately before such destruction, such Support Elements (or portions thereof) were shared jointly between such Owner and any other Owner; and (ii) restore such other of its Improvements as may be required for the full use and enjoyment of any Project Easements which are then required by any Owner. Each Owner shall be obligated to restore and leave in place such Support Elements and Improvements only for so long as the Improvements of the other Owner or Owners requiring such Project Easements shall stand (as originally constructed or as replaced) or shall be in the process of being restored or replaced. Nothing in this paragraph imposes any obligation on any Owner to restore or reconstruct all or any part of its Improvements beyond the termination of such restoration obligations as are otherwise contained in the Governing Documents or any other agreement to which such Owner is a party.

ARTICLE IV INTERPRETATION

These principles of interpretation shall govern this Declaration, and any other document that refers to this Declaration as its source for definitions.

4.1 Captions. The captions in this Declaration are provided only for convenience and reference. They do not define, limit, or describe the scope of this Declaration or the intent of any provision of this Declaration.

4.2 Collective Nouns. Wherever this Declaration refers to the Silos Condominium Project, any Improvement, the Silos Condominium Property, or any other interest in real property, such reference also automatically includes a reference to any part of, or interest in, the subject of such reference, unless the context clearly requires otherwise. For example, any reference to the Silos Condominium Property (unless such reference clearly refers only to the entire Silos Condominium Property) automatically means: "the Silos Condominium Property or any part thereof."

4.3 Effect on Other Governing Documents; Conflicts. Nothing in this Declaration limits or restricts any Person's duties or obligations under any Governing Document. In the event of any conflicts between the terms of this Declaration and any Governing Document, the applicable Governing Document shall control.

4.4 No Limitation. Words such as “such as,” “including,” and “include” shall all be interpreted as if followed by the words “without limitation” or “but not limited to.”

4.5 Obligations. Wherever this Declaration requires any Person to perform any obligation, such Person shall do so at its sole cost and expense, without reimbursement or contribution, except as this Declaration expressly provides otherwise; provided, however, nothing contained herein shall prevent or limit Declarant’s or any Owner’s ability to obtain reimbursement or contribution from any Owner pursuant to the terms and conditions of a separate agreement entered into between such parties.

4.6 Ownership of Improvements. Nothing in this Declaration affects or is intended to define Declarant’s or any Owner’s ownership of any Improvements. Such ownership shall be determined under other written instruments and agreements and applicable Laws. Further, unless otherwise provided in any agreement to which the Easement Grantee is a party, an Easement Grantee’s personal property, equipment, furniture, fixtures, machinery and similar Improvements located in an easement area shall, for purposes of maintenance, operation, insurance, taxes, repairs, reconstruction, and restoration, be deemed part of the Easement Grantee’s Unit and Building and shall be deemed not a part of the Easement Grantor’s Unit or Building for such purposes.

4.7 Plural and Singular. Any term defined in the plural may be used in the singular (as a singular term) and vice versa, all in accordance with ordinary principles of English grammar. Each reference to “or” includes “and.”

4.8 Notice. Each Notice that a Owner is required or desires to give or make or communicate to any other Owner shall be in writing and shall be deemed to have been given or made when mailed by certified or registered United States Mail, postage prepaid, return receipt requested, or sent by reputable overnight courier, addressed in the case of each Owner to the agent and address for service of process for such Owner as established by laws of the jurisdiction governing each such Owner.

4.9 Manner of Performance. Wherever this Declaration obligates any Person to perform any action, this Declaration need not state that such Person may either perform such action or cause it to be performed, as this applies throughout.

4.10 Residential Building. Except as otherwise expressly provided herein, Declarant does not intend in this Declaration to grant any easements that burden or bind the Residential Building; rather Declarant intends that any easements affecting or touching the Residential Building only benefit the Residential Building and the Residential Units, and nothing contained in this Declaration shall be construed otherwise.

**ARTICLE V
TERM**

This Declaration and the obligations hereunder shall remain binding from the date hereof and shall continue until the date the Declaration of Condominium terminates (the “*Termination Date*”).

**ARTICLE VI
TRADE NAME**

Unless authorized by Declarant in writing, no Person shall use the term “Silos Condominium,” or the logo, trade name, trade dress thereof or any derivative thereof, or any name that is confusingly similar, in any printed or promotional material without the prior written consent of Declarant. However, any Owner may use the term “Silos Condominium” in printed or promotional matter where such term is used solely to specify that their particular space is located within “Silos Condominium.”

**ARTICLE VII
MISCELLANEOUS**

7.1 Additional Agreements. Nothing in this Declaration prevents any Permittees from entering into any agreements of any kind between themselves relating to the Silos Condominium Project, including any easements or other agreements relating to real property subject to the terms and conditions set forth herein. Any such agreement shall bind only the Permittees party thereto. Further, Declarant declares that to the extent that two or more Owners have entered into, or hereafter enter into, a separate agreement (or separate agreements) pertaining to a matter covered by this Declaration, the provisions of this Declaration shall not limit or modify the rights or obligations of said Owners with respect to said matter as set forth in said separate agreement(s) (it being understood, however, that unless otherwise agreed by an Owner that is not a party to (or otherwise bound by) said separate agreement, the provisions of said separate agreement(s) shall not affect any rights or obligations hereunder in favor of an Owner that is not a party to (or otherwise bound by) the separate agreement(s)).

7.2 Covenants. This Declaration shall constitute a covenant running with the land and shall bind all Permittees and their successors and assigns. This Declaration is not intended to create, and shall not be deemed to create, any easements or other rights for the benefit of the general public. Any Permittee’s acceptance of any direct or indirect interest in the Silos Condominium Project shall constitute such Permittee’s acceptance and reaffirmation of, and agreement to comply with, this Declaration, as if this Declaration were set out verbatim in the instrument by which such Permittee acquired its direct or indirect interest in the Silos Condominium Project.

7.3 Resolution of Disputes. Declarant and the Owners agree to use good faith efforts to resolve any disputes arising hereunder in an amicable and professional manner. In the event that Declarant and/or any Owners, as the case may be, cannot resolve any disputes between themselves, they agree to resolve such disputes in the same manner as set forth in the Declaration of Condominium.

7.4 Further Assurances. Each Permittee shall, at the reasonable request of Declarant or any Owner, execute, acknowledge and deliver to a requesting Owner such instruments (including estoppel certificates in forms reasonably acceptable to the requesting Owner or financial institutions requesting the same relating to matters customarily included in estoppel certificates), in addition to those specifically provided for herein, and take such other action, as such requesting Owner may reasonably request from time to time, to: (a) effectuate the

provisions of this Declaration or any transaction this Declaration contemplates or permits; (b) confirm or perfect any right to be created or Transferred under this Declaration or any such transaction; or (c) accommodate any reasonable requests from lenders. Nothing in the previous sentence shall obligate any Permittee to sign any document that materially and adversely affects such Permittee. If any Permittee fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after receipt of a written request therefor, to take any action that this Declaration requires such Permittee to perform and such failure continues for ten (10) more days after a second written request, noting such Owner's failure or refusal to perform, then Declarant is hereby authorized, as attorney-in-fact, coupled with an interest, for such Permittee, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Permittee. Any such instrument or action shall bind such Permittee.

7.5 Modification. Except as otherwise provided herein, any Modification of this Declaration shall: (a) require the Reasonable Consent of the Owners of all Units; (b) require the Reasonable Consent of any lender having a legally recognized lien on a Unit (a "**Lender**"); and (c) be promptly recorded with the Salt Lake County Recorder's Office.

7.6 No Forfeiture. No breach or default under this Declaration shall ever cause any termination, forfeiture, or cut-off of any Person's rights under this Declaration.

7.7 No Personal Liability. No Person shall ever have any liability under this Declaration beyond its interest in the Silos Condominium Property (including the proceeds of any Transfer and any income, revenue, or other proceeds of such interest in the Silos Condominium Property), even if it assumes this Declaration. This Section 7.7 does not limit any Person's right to obtain equitable relief or any Person's liability under any document except this Declaration.

7.8 No Waiver. Any failure to enforce this Declaration or any of its provisions shall not constitute a waiver of this Declaration or any of its provisions, regardless of how long and on how many occasions such waiver occurred.

7.9 Organization. Declarant and each Owner that is a legal entity covenants and warrants that (i) it shall remain an entity validly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization (or reorganization, as the case may be) and authorized to do business in the State of Utah; (ii) it has the power to perform its obligations under this Declaration and will take all actions to authorize the performance of the same; and (iii) all authorizations, licenses, consents, exemptions, filings and registrations that are required in connection with the performance of this Declaration, and the validity and the enforceability against it of this Declaration, have been obtained or effected, and are or will be in full force and effect at all times.

7.10 Representatives. Declarant and each Owner shall at all times have a Representative. Any Owner may change its Representative by Notice to Declarant and all other Owners. Any consent, vote, or other action of a Representative shall constitute the authorized and binding action of the Person that appointed such Representative.

7.11 Severability. If any provision of this Declaration is invalid or unenforceable as against any Person or under certain circumstances, the remainder of this Declaration and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of this Declaration shall, except as otherwise herein provided, be valid and enforceable to the fullest extent permitted by Law.

7.12 Termination. This Declaration may be terminated prior to the Termination Date only in a writing signed and acknowledged by all Owners of all Units; provided, however that any such termination shall require the Discretionary Consent of all Lenders.

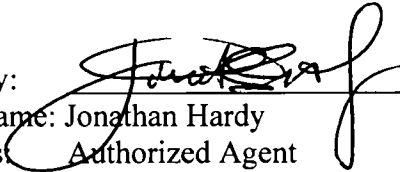
7.13 Force Majeure. Notwithstanding anything contained in this Declaration, each Owner shall be excused from performing any obligation under this Declaration, and any delay in the performance of any obligation under this Declaration shall be excused, while and so long as the performance of the obligation is delayed by any of the following events (collectively, "**Force Majeure**"): (a) the combined action of workers (either those employed on the Work or in any industry essential to the conduct of the Work) in no way caused by or resulting from default or collusion with such Owner or the applicable contractor, (b) strikes, lockouts, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, unanticipated delays caused by Government action or inaction, terrorism, or adverse weather conditions not reasonably anticipatable, (c) historical or archeological matters found on the Silos Condominium Project, or (d) any other causes which the responsible party could not reasonably control or circumvent other than any lack of or inability to procure funds or financing to fulfill its commitments and obligations under this Declaration. If a delay caused by a Force Majeure event affects critical path activity, or items which could become a critical path activity, then the affected dates shall be extended to accommodate the delay in the most efficient manner, and such extension of time shall be such Owner's sole remedy for such Force Majeure delay.

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IN WITNESS WHEREOF, Declarant has executed, acknowledged, and delivered for recording this Declaration as of the Declaration Date.

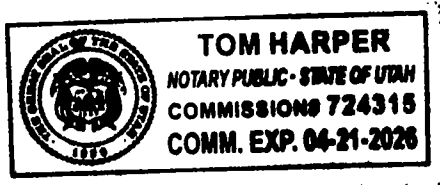
OLYMPUS QOZB LLC,
a Delaware limited liability company

By: BCG TBD Manager LLC
Its: Managing Member

By: 
Name: Jonathan Hardy
Its: Authorized Agent

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

On this 12th day of June, 2024, personally appeared before me Jonathan Hardy, who being by me duly sworn, did say that he is the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his authorized capacity as the Managing Member of BCG TBD Manager LLC, the Managing Member of Olympus QOZB LLC, a Utah limited liability company, for and on behalf of said limited liability company.



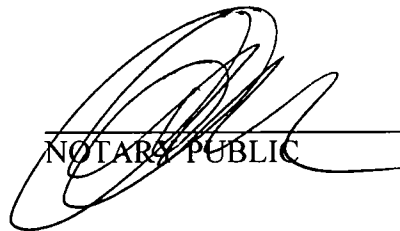

NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 500 SOUTH STREET, SAID POINT BEING NORTH 89°52'10" EAST 165.09 FEET ALONG SAID RIGHT OF WAY LINE FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 29, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE NORTH 89°52'10" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 154.51 FEET; THENCE SOUTH 165.06 FEET; THENCE SOUTH 89°52'18" WEST 320.05 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID 500 WEST STREET; THENCE NORTH 00°09'27" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 69.24 FEET; THENCE NORTH 78°48'32" EAST 76.74 FEET TO A POINT ON THE ARC OF A 474.28 FOOT-RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 90.46 FEET, THROUGH A CENTRAL ANGLE OF 10°55'40" (CHORD BEARS NORTH 84°16'24" EAST 90.32 FEET); THENCE NORTH 00°09'27" EAST 72.27 FEET TO THE POINT OF BEGINNING.

CONTAINS: 39,374 SQ.FT. OR 0.904 ACRES