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DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
OF
THE UNION WOODS OFFICE PARK

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF THE UNION WOODS OFFICE PARK, dated (for purposes of identification) as of the 13th day of October, 1986, is executed by UNION WOODS ASSOCIATES, LTD., a Colorado limited partnership ("Declarant"), whose address for the purposes hereof is 1275 East Fort Union Boulevard, Suite 220, Midvale, Utah 84047.

Declarant is the fee owner of the real property described on Exhibit A attached hereto (the "Entire Tract"), which consists of two contiguous parcels described more particularly on Exhibits B and C attached hereto (the "Improved Parcel" and the "Land", respectively). Declarant desires that the Entire Tract be developed as an office park with streets, roads, parking lots, walkways, and landscaped areas through the granting of specific rights and privileges of enjoyment and subject to certain covenants, conditions and restrictions. In order to effect such intent, Declarant hereby grants the rights and easements, and hereby establishes the covenants, conditions, restrictions and requirements, set forth below.

1. Definitions. Capitalized terms used in this Declaration shall have the meanings set forth below.

1.1 "Buildings" means all buildings (but not including the Parking Structure) built upon and affixed to the Entire Tract at any time and from time to time which are intended for permanent use and occupancy, including, but not limited to, financial, office, retail and other commercial buildings, and includes the area directly below such buildings, all projections, additions and extensions of such buildings, and platforms and docks affixed to the outside of such buildings. "Building" means each or any of the Buildings.

1.2 "Common Areas" means all sidewalks, parking areas, roads, driveways, bridges, landscaped areas and landscaping, the canal covering located within the Improved Parcel, all Common Utility Facilities, the Parking Structure, and the banks and bed of Little Cottonwood Creek located on the Entire Tract.

1.3 "Common Area Expenses" means all costs, expenses, and amounts which are reasonably incurred by the Owner of the Improved Parcel during the period in question or which are reasonably allocable to said period in connection with the operation, maintenance, resurfacing, or replacement (but not in connection with the initial improvement or installation) of the Common Areas (including maintenance required by the Agreement (to Pipe East Jordan Canal and Park on Surface) between Declarant and Salt Lake City Corporation recorded

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on December 31, 1984 as Entry No. 4034087 in Book 5618 commencing at Page 3733, Salt Lake County Recorder's Office). Said costs, expenses, and amounts and the allocation thereof to particular periods shall be determined in accordance with the accounting procedures and business practices reasonably employed by the Owner of the Improved Parcel, and shall include, without limitation, all out-of-pocket costs, expenses, and expenditures of such Owner for the aforesaid purposes, costs of ice and snow removal, costs of maintenance, costs of watering of landscaping, costs of lighting, costs of restriping, reasonable reserves to accumulate a fund to cover the costs of major repairs, resurfacing, or replacement, costs of traffic regulation and control, costs of the personnel necessary to perform any of the foregoing, fees of attorneys and accountants, costs that may be specified as Common Area Expenses elsewhere in this Declaration, and management fees (which shall be deemed to be equal to ten percent (10%) of the total of all other Common Area Expenses). Notwithstanding any of the other provisions hereof, Common Area Expenses shall not include any cost of operation, repair, restoration or replacement of the Parking Structure. In the event the exact amount of any ingredient of Common Area Expenses is not known at the time it is necessary to determine such Expenses, the reasonable estimate of the Improved Parcel Owner of the amount of such ingredient shall be used.

1.4 "Common Expense Share" means a fraction, the numerator of which shall be the "Floor Area" (measured from the exterior surface of exterior walls and including all levels of multi-floor Buildings, but excluding basements and equipment penthouses) of all Buildings located on a Parcel and the denominator of which shall be the total Floor Area for all buildings located on the Entire Tract. Once a Building has been completed, the Floor Area thereof shall be counted in determining the Common Expense Share applicable to the Parcel on which such Building is located even though such Building may subsequently be destroyed, demolished or removed; provided, however, that if a Building is subsequently constructed or reconstructed on any such Parcel, the Floor Area applicable to such Parcel shall be considered to be the greater of the Floor Area that applied prior to such destruction, demolition or removal and the Floor Area after construction or reconstruction of such new Building. The Owner of any Parcel may provide to the Owner of the Improved Parcel evidence which establishes the Floor Area of the Buildings or Building located on the Parcel owned by the furnishing Owner, and if such occurs, the Owner of the Improved Parcel shall utilize the Floor Area determined from such evidence for purposes of this Declaration. If an Owner does not provide such evidence regarding the Floor Area of any of its Buildings, the estimate or determination of the Owner of the Improved Parcel shall be used and shall be binding on all parties concerned.

1.5 "Common Taxes" shall mean ad valorem property taxes and all general and special assessments by any governmental authority against the Land (excluding Buildings) of all Parcels upon which a completed Building then exists or has existed at any time prior to the time in question, but excluding any assessments made in connection with the improvement or development of any Parcel.

1.6 "Common Utility Facilities" means all systems and facilities for storm drainage, sanitary sewer, natural gas, culinary, irrigation and fire protection water, electricity, lighting, telephone and other utilities that are situated within the Entire Tract and that are intended, designed or used for the benefit of more than one Parcel.

1.7 "Declaration" means this Declaration of Covenants, Conditions, Easements and Restrictions of the Union Woods Office Park, as the same may be modified, amended or supplemented in accordance with law and the provisions hereof.

1.8 "Mortgage" means both a recorded mortgage and a recorded deed of trust, and "Mortgagee" means both the mortgagee under a recorded mortgage and the beneficiary under a recorded deed of trust at the time concerned.

1.9 "Owner" means the party which at the time concerned is the owner of record (in the office of the County Recorder of Salt Lake County, State of Utah) of a fee or of an undivided fee interest in the Parcel or in any portion of the Parcel concerned. In the event that there is more than one Owner of the Parcel involved at the time concerned, the liability of each such Owner for performance under and compliance with the applicable provisions of this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a Mortgage, the term "Owner" shall not include a Mortgagee (or a trustee under a deed of trust) unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.10 "Parcel" means each or either of the Land and the Improved Parcel, provided that in the event that the Land is divided or redivided into multiple Subparcels, from and after the date an amendment to this Declaration is recorded in accordance with subparagraph 16.2 accomplishing such division, each of such Subparcels shall be deemed to be a "Parcel" hereunder.

1.11 "Subparcels" means the parcels created from time to time as a result of a division or redivision of the Land into multiple parcels in accordance with subparagraph 16.2. "Subparcel" means each or any of the Subparcels.

2. Use of Entire Tract; Construction and Maintenance of Buildings. No portion of the Entire Tract may be occupied or used for any purpose which is inconsistent with the provisions of this Declaration. All Buildings constructed on the Entire Tract shall be first-class retail, commercial, office or financial buildings of the type and quality typically found in first-class, high-quality developments, and all other improvements constructed on the Entire Tract shall be compatible therewith. All improvements shall be constructed in compliance with all applicable state, county and municipal subdivision, zoning and building statutes, ordinances, codes and regulations. It is hereby acknowledged and

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confirmed that the Building and all other improvements heretofore constructed and now existing on the Improved Parcel are acceptable in all respects for purposes of this Declaration and are in compliance with each and every requirement of this Declaration. The Owner of each Parcel shall maintain, in good and attractive order, condition and repair, all of the Buildings situated on said Parcel. Should any Building be damaged or destroyed, within a reasonable time thereafter the Owner of the Parcel on which such Building is or was located either shall cause such Building to be restored or shall cause all debris to be removed and the site of such Building to be left in a level, clean and slightly condition pending new construction (pursuant to the applicable requirements of this Declaration) of another Building. Except as otherwise provided in paragraph 7.4 below as regards the Parking Structure, the Owner of the Improved Parcel will repair and maintain the Common Areas of such Parcel in either event.

3. Creation and Alteration of Parking Areas and Landscaping.

In conjunction with the construction and completion of any Building situated on any Parcel, the Owner of the Parcel concerned shall (if such has not theretofore been accomplished) cause to be constructed and installed on said Parcel parking, driveway, walkway and landscaped areas, all in accordance with the provisions of this Declaration and any applicable building code and zoning and parking ordinances. Each and every portion of the parking and driveway areas shall be surfaced with asphalt or concrete and shall be adequately striped or otherwise marked, and all areas shall be graded and constructed in such a way as to ensure adequate water drainage. After the initial construction and installation on any Parcel of any given portion of the Common Areas, the same shall not be demolished, removed or altered in any material respect unless the prior written approval of the Owner of the Improved Parcel is first obtained.

4. Underground Utility Facilities. Each utility line, connection, installation or other facility or utility-related facility which is located anywhere within the Entire Tract shall, to the extent reasonably practical, be located underground. Declarant hereby establishes a nonexclusive easement for the laying, installation, operation, servicing and maintenance of utility lines, wires, conduits and related facilities (including, but not limited to, Common Utility Facilities) under, through and across all driveways located on the Entire Tract from time to time, excluding those areas (the "Excluded Areas") within or less than two feet outside of the existing easement for a covered canal within the Improved Parcel. Declarant also establishes hereby nonexclusive easements for the operation, servicing and maintenance of any existing utility lines, wires, conduits and related facilities which are located within any portion of the Land and which serve the Improved Parcel. In the event of necessity (but only in such event) the Owner of any of the Parcels shall grant to any one or more other Owners an easement for these purposes across and under such Owner's Parcel in locations other than those designated above so long as such easement does not unreasonably interfere with the use and operation of such Parcel and such easement is not located within

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the Excluded Areas or within ten (10) feet of any Building erected or to be erected upon such Parcel. In the event an easement is to be granted pursuant to the preceding sentence, the precise location thereof and of the utility facility to be located therein shall be specifically approved by the Owner of the Parcel on which such easement is located, which approval shall not be unreasonably withheld. In the event the utility easement rights provided for in this section are exercised, the Owner of the Parcel intended to be served thereby shall pay or cause to be paid the entire cost involved, including all costs necessary to restore, to substantially their prior condition, any improvements which may be damaged as a result of such exercise.

5. Prohibition of Barriers. Except as may be reasonably necessary or appropriate during periods that construction activities are ongoing or during periods that improvements may be unsafe or unusable due to damage or destruction, and except to the extent such Owner reasonably deems it necessary to do so temporarily to prevent a public dedication thereof or the accrual of any rights to the public therein, there shall not be constructed or erected within any Parcel or on the perimeter of any Parcel, any fence, wall, barricade or other obstruction, whether temporary or permanent in nature, which materially limits or impairs the free and unimpeded access between and among the Parcels or the ability to have an unobstructed view of any of the Parcels or the improvements situated thereon.

6. Approval of Construction. Except for Common Area maintenance and repair conducted by the Owner of the Improved Parcel as a Common Area Expense, no Building, Common Area improvement, or other improvement on the Land shall be constructed or accomplished, no excavation, grading or like work on the Land shall be commenced, and no alteration, refurbishing or repainting of any improvement on the Land (except repairs, alterations or repainting which do not affect the size or quality or the external design or appearance of a pre-existing improvement) shall be performed, unless and until complete plans therefor have first been submitted to and approved in writing by the Owner of the Improved Parcel (which approval need be granted only if the result of such work will be consistent with the requirements of this Declaration, of at least the same quality as applies to corresponding improvements situated on the Improved Parcel, of sound construction and architecturally compatible with the then-existing surroundings and structures within the Entire Tract, and if all other applicable requirements of this Declaration have been met). Review and/or approval by the Owner of the Improved Parcel of any plans shall be solely for its own benefit, and shall not be deemed to be or to result in any warranty, representation, or conclusion by such Owner relative to the technical adequacy of such plans and/or relative to the safety or soundness of the improvements described by such plans or such improvements' compliance with applicable law. All expenses of such work (including work performed on any part of the Land in accordance with Department of Army permit no. 8634A recorded on

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December 13, 1984 as Entry No. 4027396 in Book 5614 at Page 1320 or any subsequent permit) shall be borne entirely by the Owner of the Parcel upon which such work is performed.

7. Parking.

7.1 Minimum Parking Requirements. It is the intention of Declarant that each Parcel shall be largely self-sufficient in providing parking for vehicles in conjunction with the use of such Parcel. Consequently, the Owner of the Improved Parcel may withhold its consent to construction of a new Building if the plans for the related improvements to the Parcel concerned are not such that, after completion of such Building and related improvements, there will be located on such Parcel at least the greater of: (a) one (1) parking space for each 260 square feet of so-called "net rentable area" in all Buildings on such Parcel (determined in accordance with BOMA standards); or (b) the number of parking spaces which under applicable zoning ordinances is required for all Buildings on such Parcel, when the size and use of such Buildings are taken into account.

7.2 Cross-Parking Easement. From and after the completion on a Parcel of the parking areas required under paragraph 7.1 above, but only so long as there continue to be located on such Parcel parking areas that satisfy the requirements of paragraph 7.1, there shall exist for the benefit of such Parcel a nonexclusive easement for the purpose of driving and parking of vehicles on and over all those portions of the Entire Tract, as they may from time to time exist, then or thereafter improved for the purpose of the driving or parking of vehicles.

7.3 Location of Parking Spaces to be Used With Each Parcel. In the event of any confusion, disruption, disagreement or dispute concerning the location of the parking spaces which shall actually be used or useable in connection with any given Parcel, or in the event that the Owner of the Improved Parcel for any reason deems it appropriate to do so, the Owner of the Improved Parcel shall have the right and option (and also the obligation, in the event the Owner of the Improved Parcel receives a written request to do so from the Owner of any other Parcel on which a Building has been constructed) from time to time to designate and to appropriately label the particular parking spaces located on the Entire Tract which shall be used or useable in conjunction with a given Parcel, to the exclusion of the other Parcels. Any such designation so made by the Owner of the Improved Parcel must take reasonable account of the location of a Building compared to the location of the parking spaces to be assigned to the Parcel on which such Building is located, to the end that the Owner of the Improved Parcel shall make all reasonable efforts to maximize the number of parking spaces assigned to a Parcel which lie adjacent to or in close proximity with the Building located on such Parcel; in any event, not less than 354 parking spaces shall be allocated to the Improved Parcel. The number of spaces remaining after allocation of such spaces to the Improved Parcel shall be allocated between the Subparcels in accordance with the written agreement of the respective Owners of the Subparcels delivered to the Owner

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of the Improved Parcel or, in the absence of such an agreement, shall be allocated in the same proportions as the respective Common Expense Shares of the Subparcels. All persons interested in the Entire Tract shall be bound by and shall be obligated to comply with each designation of parking spaces which may be made pursuant to the foregoing provisions, and any such designation shall be appurtenant to the Parcel benefited thereby and shall burden the portion of the Entire Tract subject thereto. The Owner of the Improved Parcel shall have no obligation to police any arrangement established pursuant to this paragraph 7.3. All costs and expenses incurred by the Owner of the Improved Parcel in accomplishing the matters contemplated by this paragraph 7.3 shall be included in the Common Area Expenses.

7.4 Parking Terrace. Declarant contemplates that optimum development of the Land may require that a structure to accommodate additional parking of vehicles (the "Parking Structure") be included among the improvements to be constructed. If any Owner (the "Proposing Owner") proposes to erect such a Parking Structure in conjunction with the development of such Owner's Parcel, the following requirements shall apply:

(a) the design of the Parking Structure must first be approved by the Owner of the Improved Parcel in conjunction with the review procedure described in section 6 of this Declaration;

(b) if the Parking Structure is proposed to be constructed in whole or in part upon any other Parcel, the Proposing Owner must obtain the consent of the Owner and all Mortgagees of such other Parcel (which consent may be given or withheld in their absolute discretion);

(c) the entire cost of constructing the Parking Structure shall be borne by the Proposing Owner, unless otherwise agreed by such Owner and any other Owner;

(d) parking on the Entire Tract may not be unreasonably disrupted during the construction of the Parking Structure;

(e) if any portion of the Parking Structure is to be located on the Improved Parcel, the Proposing Owner must obtain and keep in effect at the expense of such Owner, and deliver to the Owner of the Improved Parcel, a payment and performance bond acceptable to the Owner of the Improved Parcel naming the Owner of the Improved Parcel as an additional obligee;

(f) if any portion of the Parking Structure is to be located on the Improved Parcel, the Proposing Owner must provide evidence satisfactory to the Owner of the Improved Parcel that adequate funds for the completion of the Parking Structure are available to the Proposing Owner;

(g) if any portion of the Parking Structure is to be located on the Improved Parcel, the construction of the Parking Structure, once commenced, must be diligently pursued to completion;

(h) if any portion of the Parking Structure is to be located on the Improved Parcel, construction must be completed no later than December 31, 1999;

(i) if any portion of the Parking Structure is to be located on the Improved Parcel, and any parking area previously available for use by the Owner of the Improved Parcel is not reasonably usable due to construction of the Parking Structure, the Proposing Owner must make other parking (in at least the amount of the capacity lost to the Owner of the Improved Parcel) available, within no more than 450 feet of the Building currently located on the Improved Parcel, and must establish to the satisfaction of the Owner of the Improved Parcel that such substitute parking will be usable by the Owner of the Improved Parcel so long as any such previous parking area is not reasonably usable;

(j) if any portion of the Parking Structure is to be located on the Improved Parcel, there must be at least one entrance and exit providing access to the Parking Structure to and from the Improved Parcel by a direct route;

(k) if any portion of the Parking Structure is to be located on the Improved Parcel, liability insurance, naming the Owner of the Improved Parcel as an additional insured, with limits of \$1,000,000.00 or such greater amount as the Owner of the Improved Parcel may reasonably require and with a deductible of not more than \$1,000.00, covering the Parking Structure and related construction, must be provided by the Proposing Owner at its expense to the Improved Parcel Owner prior to commencement of construction and must remain in effect until construction is complete, and evidence thereof satisfactory to the Owner of the Improved Parcel must be delivered to it;

(l) if any portion of the Parking Structure is to be located on the Improved Parcel, construction of the Parking Structure cannot result in any governmental permit, approval, or authorization previously obtained regarding the Improved Parcel being or becoming impaired, revoked, or ineffective and cannot result in violation of any law or legal requirement in any way applicable to the Improved Parcel;

(m) if any portion of the Parking Structure is located on the Improved Parcel, the Proposing Owner shall repair any damage done during construction to improvements on the Improved Parcel;

(n) if any portion of the Parking Structure is located on the Improved Parcel, an easement for the benefit of the Improved Parcel, burdening the Parking Structure, shall automatically apply and arise, for access to and use of the same number of parking stalls as is lost to the Owner of the Improved Parcel as a result of the Parking Structure. All such stalls shall be for full or "standard-size" automobiles, and the location of such stalls shall be as selected or specified by the Owner of the Improved Parcel; and

(o) if any portion of the Parking Structure is located on the Improved Parcel, the Proposing Owner shall indemnify the Owner of the Improved Parcel from and against any claims, liens, and liability of every kind and nature arising out of the construction of the Parking Structure.

Commencing with the completion of the Parking Structure, the Proposing Owner and its successors shall maintain such casualty and liability insurance regarding the Parking Structure as may be required by the Owner or Owners of any Parcel or Parcels on which any portion of the Parking Structure is located (or, if the Parking Structure is located entirely on the Parcel owned by the Proposing Owner, as may be required by the Owner of the Improved Parcel), but in any event insuring against personal injury and property damage liability up to at least \$1,000,000.00, with not more than a \$1,000.00 deductible, and insuring against casualty to not less than 100% of the replacement cost from time to time. All such insurance policies shall name all Owners as additional insureds (as to liability coverage) and shall name the Owner of the Improved Parcel as loss payee (as to casualty coverage). All such policies shall be obtained at the sole expense of the Proposing Owner or its successors, who shall provide satisfactory written evidence of such coverage to each other Owner upon the inception of each such policy and upon each replacement or renewal thereof.

The Parking Structure shall be maintained in good order, condition and repair (to the same standard as applies regarding the Common Area improvements) by the Proposing Owner or its successor, at its sole cost and expense, and any restoration of the Parking Structure following casualty shall likewise be at the sole cost and expense of the Proposing Owner (except to the extent of available insurance proceeds, which shall be made available by the Owner of the Improved Parcel upon satisfaction by the Proposing Owner or its successors of the applicable construction requirements set forth above, upon such reasonable disbursement terms as the Owner of the Improved Parcel may impose). If the Parking Structure is not located in whole or in part on the Improved Parcel, the Owners of the Parcel or Parcels housing the Parking Structure may elect not to reconstruct the Parking Structure in the event it is destroyed or materially damaged, but the remains of the Parking Structure must be promptly demolished and removed and the land underlying the Parking Structure must be restored to substantially its condition prior to construction of the Parking Structure, all at the sole cost and expense of such Owners in such proportion as they may agree. If the Parking Structure is partially or entirely on the Improved Parcel, and if for any reason it is destroyed or materially damaged and not restored or repaired within a reasonable time, then the Owner of the Improved Parcel shall have the right to require that the Parking Structure be demolished and removed and that the land underlying the Parking Structure be restored to substantially its condition prior to the construction of the Parking Structure, including all Common Area improvements which existed at that time, all at the cost of the Owner of the Parcel which was owned by the Proposing Owner. All requirements of this paragraph 7.4 relating to the initial approval and construction of the Parking Structure shall apply to any restoration, material alteration or major repair of the Parking Structure.

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8. Easement for Access. Each of the Parcels shall have appurtenant thereto and shall be benefited by, and shall be subject to and shall be burdened by, a nonexclusive right-of-way and easement for ingress and egress by vehicular and pedestrian traffic between public streets and those portions of the Entire Tract now or hereafter improved for the purpose of the driving or parking of vehicles, as such portions may from time to time exist. In no event may any Owner reconfigure the driveways located on such Owner's Parcel in such a manner as to eliminate or substantially impair passage from such Parcel to an adjacent public street. Each of the Parcels is subject to the Declaration of Easements recorded in Book 5585 commencing at Page 2096, Salt Lake County Recorder's Office, as the same may have heretofore been amended. The Owner of each Parcel will provide access across such Parcel if and as required to do so pursuant to such Declaration; it is hereby confirmed by Declarant as the Owner of the Land that the currently existing access across the Improved Parcel is sufficient under the terms of such Declaration.

9. Public Liability and Property Damage Insurance Maintained by Each Parcel Owner. The Owner of each Parcel shall pay for and at all times maintain or cause to be maintained continuously in force public liability and property damage insurance providing coverage against personal injury, death and property damage occurring on or about, or by reason of activities within, such Owner's Parcel. Such insurance shall be carried with a responsible company or companies and the limits thereof shall be such as to afford at least the coverage provided by a "combined single limit" of at least \$1,000,000.00 or such greater amount as the Owner of the Improved Parcel may reasonably require for bodily injury, death and property damage. Any such Owner may comply with the foregoing requirements by the purchase of blanket coverage, and may elect "deductible" provisions not in excess of \$1,000.00. Upon the request of any Owner, any other Owner shall furnish the requesting Owner with a certificate issued by the insurer concerned evidencing that there is in force insurance complying with the requirements set forth in this section. The named insureds under such insurance shall be the respective Owners of all of the Parcels and such additional party or parties (having an interest in any Parcel) as any of said Owners may specify in a writing delivered to the other Owners.

10. Payment of Taxes. Each Owner shall be obligated to pay directly to the authorities entitled to payment, before delinquency, all taxes and assessments (hereinafter referred to merely as taxes) of every kind and nature assessed against such Owner's Parcel; provided, however, that (i) any such taxes which are levied in a lump sum amount, but which may be paid in installments over a period of time, may be paid as such installments fall due, and (ii) any Owner may contest the amount of such taxes through appropriate legal proceedings and shall not be required to pay the disputed amount unless and until such proceedings are finally resolved in favor of the taxing authority. Each year, prior to the delinquency date for taxes, each Owner shall deliver to the Owner of the Improved Parcel a copy of each tax or assessment bill or tax or assessment notice pertaining to such Owner's Parcel. Once a year, within six (6) months after arrival of the delinquency date for taxes, the Owner of the Improved Parcel shall determine

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what the Common Taxes totalled for the tax year related to such delinquency date, shall determine the portion of such total Common Taxes ultimately to be borne by each Owner (which portion shall be equal to such total Common Taxes multiplied by the Common Expense Share then in effect for the Parcel owned by the Owner in question), shall determine the amount of Common Taxes for the tax year in question which has been or is being paid by each Owner directly to the taxing authorities (via the land portion of the taxes and assessments levied against the Parcel owned by such Owner), shall determine the amount of the net underpayment or overpayment toward Common Taxes that applies as regards each Parcel, and shall furnish to each Owner whose Common Expense Share is other than zero a writing which sets forth such determinations. The Owner of each Parcel as to which a net underpayment toward Common Taxes applies shall, within 10 days after such writing is furnished by the Owner of the Improved Parcel, pay such amounts to the Owner of a Parcel to which an overpayment applies as may be appropriate to reconcile their respective accounts and to result in each Owner ultimately bearing exactly its Common Expense Share of the total Common Taxes. The above-referenced writing which is given by the Owner of the Improved Parcel shall include or be accompanied by directions from such Owner as to the payments which are to be made by each Owner to which a net underpayment applies, and such directions shall be followed by each Owner. Any amount required to be paid under this section 10 which is not timely paid to an Owner shall accrue interest (before and after judgment) from and after the due date of the amount in question at the rate of eighteen percent (18%) per annum.

11. Maintenance of Parcels.

11.1 Maintenance Prior to Improvement of Land.

Until an Owner of any portion of the Land completes its construction of a Building and related improvements thereon, both the Improved Parcel and the Land shall be maintained in a reasonably clean, orderly, attractive condition, in a good state of maintenance and repair, by their respective Owners. Thereafter, the Owner of each Parcel on which a completed Building is situated shall be responsible for maintaining such Building to the same standards; the maintenance of the Common Areas located on such Parcel, however, shall be governed by the provisions of paragraphs 11.2 and 11.3 below.

11.2 Maintenance of Common Areas. The Common Areas of such Parcel shall, from and after the time that the same are initially improved and installed, be kept in a reasonably clean, orderly, attractive and usable condition and in a good state of maintenance, repair and replacement by the Owner of the Improved Parcel consistent with a first-class business development (except that as regards the Common Utility Facilities the Owner of the Improved Parcel shall be obligated to accomplish the foregoing only to the extent that such matters are not the responsibility of or accomplished by the respective utility companies involved), for which the Owner of the Improved Parcel shall be reimbursed in

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accordance with paragraph 11.3. Notwithstanding anything contained herein to the contrary, the Improved Parcel Owner shall not be obligated to accomplish any replacement of or any major repair to the Parking Structure, in the event the same is destroyed or damaged in any significant respect. Rather, such replacement or repair shall be accomplished by the then-Owner of the Parcel that was owned by the Proposing Owner. The Owner of the Improved Parcel shall not be obligated to bear any part of the cost of such replacement or repair.

11.3 Contributions Toward Common Area Expenses.

Each of the Owners of the Parcels upon which Buildings have been constructed shall, in the manner described in this paragraph, contribute its Share of the Common Area Expenses. Each of such Owners shall pay monthly, on or before the first day of each month or ten (10) days after such Owner is advised in writing of the amount thereof, whichever is later, such Owner's Common Expense Share. The Owner of the Improved Parcel, at its option, either may invoice each of the Owners of the Parcels for its Common Expense Share on a monthly (or other periodic) basis as the actual amount of the Common Area Expenses becomes known or may invoice such Owners in advance based upon the Improved Parcel Owner's reasonable estimate of their respective Common Expense Shares for an upcoming calendar year (or portion thereof, where appropriate). If the Owner of the Improved Parcel adopts the second alternative, each of the Parcel Owners shall pay its Common Expense Share in equal installments on a monthly (or other periodic) basis, and as soon as reasonably possible after the end of such calendar year (or portion thereof concerned) the Owner of the Improved Parcel shall furnish the respective Owners of the Parcels with a reasonably detailed final summary of the actual amount of such Owners' Common Expense Shares relative to the calendar year or other period concerned. Each such Owner shall pay the amount owing to the Owner of the Improved Parcel within ten (10) days after said final summary is furnished. If the final summary reveals that an Owner's payments aggregate more than such Owner's Common Expense Share relative to the calendar year or other period concerned, the excess amount shall, at the option of the Owner of the Improved Parcel, either be returned to such Owner or applied by the Owner of the Improved Parcel to such Owner's Common Expense Share for the next calendar year or other period concerned. Any amount required to be paid under this paragraph which is not timely paid to the Owner of the Improved Parcel shall accrue interest (before and after judgment) from and after the due date of the amount in question at the rate of eighteen percent (18%) per annum.

11.4 Limitation on Obligations of Improved Parcel Owner. The obligation of the Owner of the Improved Parcel to accomplish each and every of the matters required of it under paragraph 11.2 above shall be limited by and subject to the following qualifications:

(a) such obligation shall apply only to the extent that funds to pay for such matters are actually generated and

paid to such Owner pursuant to the arrangement established under the foregoing paragraph 11.3; and

(b) if an Owner's contribution toward the Common Area Expenses is not made or is delayed in being made, and as a result thereof the Owner of the Improved Parcel lacks sufficient funds with which to accomplish all of the matters required of it, then during the period that such Owner lacks such funds such Owner shall use the funds available to it to accomplish such matters as, in the discretion of such Owner, will tend to preserve or maintain improvements, facilities, or rights which are, relatively speaking, more rather than less important to the nondelinquent Owner(s).

11.5 Razing of Buildings. Unless and except to the extent that such provision may expressly provide to the contrary, no provision of this Declaration shall be construed to mean that any Building cannot be razed or removed at any time or must be restored or reconstructed in the event the same is damaged or destroyed. However, should any Building be damaged or destroyed, within a reasonable time the Owner of the Parcel on which such Building is or was located either shall cause such Building to be restored or shall cause all debris to be removed and the site of such Building to be left in a level, clean, and slightly condition pending construction of another Building.

12. Default; Enforcement.

12.1 Obligations and Rights of Owners. Each payment, reimbursement or contribution (whether monthly or otherwise) required to be made by any Owner under any provision of this Declaration shall be the personal obligation of the party which is the Owner of the Parcel concerned at the time such payment, reimbursement or contribution falls due, and, together with interest thereon at the rate of eighteen percent (18%) per annum and reasonable attorneys' fees (including those incurred in connection with any appeal), shall be enforceable or collectible as such. Suit to recover a money judgment for any such payment, reimbursement, or contribution which is not made when due (together with such interest and attorneys' fees) may be maintained without foreclosing or waiving the lien (described in paragraph 12.3 below) securing the same. No Owner may avoid or diminish the foregoing personal obligation by waiver of the use and enjoyment of any of the Common Areas, by abandonment of its Parcel or any improvements thereon or by waiving any services or amenities provided for in this Declaration. All remedies specifically set forth in this paragraph are cumulative and shall be deemed to be in addition to any remedies otherwise available at law or in equity, which shall include the right to restrain by injunction any violation or threatened violation of any of the terms, covenants or conditions of this Declaration and by decree to compel specific performance of any such terms, covenants or conditions, it being agreed that the remedy at law for any breach of such term, covenant or condition may not be adequate.

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12.2 Enforcement and Performance in Stead of Defaulting Owner. The Owner of the Improved Parcel, the Owner of any other Parcel, and the Mortgagee interested under any Mortgage which may then affect any Parcel (but no parties other than such Owners and Mortgagees) shall have the right to enforce, through appropriate proceedings at law or in equity, such of the easements, covenants, provisions, and requirements of this Declaration as are intended to benefit (as the case may be) the Owner of the Improved Parcel or the Parcel in which the enforcing Owner or Mortgagee is interested. In the event that the Owner of any Parcel defaults in performance of any of its obligations under this Declaration, the Owner of any other Parcel shall have the right, upon the expiration of at least fifteen (15) days following written notice of such default given to both the defaulting Owner and the Mortgagee under any first-position Mortgage which may then affect that Parcel owned by the defaulting Owner (unless efforts to effect a cure of a nonmonetary default have been instituted within said period and are thereafter diligently pursued to completion), to perform in the defaulting Owner's stead and thereafter to be reimbursed by the defaulting Owner, upon demand, for all costs, expenses and damages reasonably expended or incurred by reason of the default, together with interest thereon at the rate of eighteen percent (18%) per annum and reasonable attorneys' fees (including those incurred in connection with any appeal).

12.3 Lien for Amounts Due. If not paid when due, any payment, reimbursement or contribution required to be made by an Owner to any other Owner, plus interest thereon at the rate of eighteen percent (18%) per annum and reasonable attorneys' fees (including those incurred in connection with any appeal), shall, at the option of the other Owner, be secured by a lien against the Parcel owned by the delinquent Owner, which lien shall be evidenced by a Notice of Lien or similar instrument filed for record by the other Owner with the County Recorder of Salt Lake County, State of Utah. A copy of such Notice of Lien or similar instrument shall be given to the Owner of the Parcel affected thereby within ten (10) days following the recordation thereof. Such Notice of Lien or similar instrument shall set forth the unpaid amount and the date such amount was due, the name of the Owner that has failed to pay such amount and a description of the Parcel subject to such lien, and shall be signed by a duly authorized representative of the Owner filing the same, whose signature shall be properly acknowledged. Any such lien may be foreclosed in the same manner as is provided under applicable law for the foreclosure of mortgages covering real property. Any such lien shall be subject and subordinate to (a) each first-position Mortgage affecting the delinquent Owner's Parcel at the time said Notice of Lien or similar instrument is filed; (b) this Declaration and all of the provisions hereof; (c) each (recorded or unrecorded) utility easement, right-of-way or similar interest affecting the delinquent Owner's Parcel at the time said Notice of Lien or similar instrument is filed; (d) the interests of the tenant or lessee under each lease, lease agreement or similar instrument (whether recorded or unrecorded) affecting the delinquent Owner's

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Parcel or interests in the delinquent Owner's Parcel which is in effect at the time said Notice of Lien or similar instrument is filed; and (e) the lien for general taxes and other governmental assessments. Such lien shall be prior and superior to any and all other interests or estates (whether recorded or unrecorded at the time said Notice of Lien or similar instrument is filed) in or respecting the delinquent Owner's Parcel.

12.4 Exculpation of Owner of Improved Parcel. The Owner of the Improved Parcel shall not be liable for damages to any other Owner, to any Mortgagee of a Parcel not owned by the Owner of the Improved Parcel, or to any other person for any actions taken or refused to be taken by such Owner under or in connection with any of the provisions of this Declaration, so long as the act or refusal to act occurred without actual malice or pursuant to the advice of counsel.

13. Title and Mortgage Protection. A breach of any of the covenants, provisions or requirements of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in any portion of the Entire Tract. A breach of any of the covenants, provisions or requirements of this Declaration shall not defeat, impair or render invalid the lien of or other rights under any Mortgage covering any portion of the Entire Tract. Unless and until it enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, any Mortgagee (or trustee under a deed of trust) interested under any Mortgage affecting any portion of the Entire Tract shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions or requirements of this Declaration (other than those, if any, concerning a consent or approval to be given by a Mortgagee, in the event a Mortgagee's failure to give same is wrongful). No amendment to this Declaration shall in any way affect the rights of any Mortgagee interested under a Mortgage which is in effect at the time of the amendment concerned or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment or unless the consent of such Mortgagee to the amendment concerned is not required for such amendment to be properly made in accordance with section 16.

14. Covenants to Run with Land. This Declaration and all of the covenants, provisions and requirements hereof are intended to be and shall constitute covenants running with the land, and shall be binding upon and shall inure to the benefit of Declarant, the respective Owners from time to time of the Parcels, any other party which has, acquires or comes to have any interest in or which occupies or comes to occupy a Parcel, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. This Declaration and all of the covenants, provisions and requirements hereof shall be binding upon each

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Parcel, and all interests in each Parcel shall be subject to this Declaration and all of such covenants, provisions and requirements. By acquiring, in any way coming to have any interest in or occupying a Parcel, the party so acquiring, coming to have such interest or occupying consents to and agrees to be bound by this Declaration and all of the covenants, provisions and requirements hereof.

15. Attorneys' Fees. If any action is brought because of a default under or to enforce or interpret any of the easements, covenants, provisions or requirements of this Declaration, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

16. Amendment.

16.1 Amendment Generally. Subject to the provisions of paragraph 16.2 below, any provision contained in this Declaration may be amended by, but only by, an instrument filed for record with the County Recorder of Salt Lake County, State of Utah which is executed by all of the following parties:

(a) the Owner of each Parcel and the Mortgagee under each Mortgage then affecting any of the Parcels (but no parties interested in any other capacity, except as provided in subparagraph (b) below); and

(b) each other party (interested in a Parcel) which prior to the time of the amendment has been accorded the right, through a recorded supplement to this Declaration meeting the requirements specified in section 17, to be a necessary party to an amendment to this Declaration.

Unless under the foregoing provisions of this paragraph 16.1 or under paragraph 16.2 below, it is a necessary party to the amendment in question, neither Declarant nor any other party which has, acquires or comes to have an interest in any Parcel, nor any party which occupies or comes to occupy any Parcel need execute an amendment to this Declaration in order to make such amendment in all respects effective, enforceable, binding and valid against all of the parties and interests described in section 14.

16.2 Specified Circumstances. Notwithstanding anything contained in paragraph 16.1 to the contrary, any amendment to this Declaration dividing or redividing the Land into two (2) or three (3) Subparcels need be executed only by those parties referred to in paragraph 16.1 which hold their respective interests in those portions of the Land being so divided or redivided. Any such amendment shall set forth the metes and bounds description for each of the Subparcels created thereby. The Land may not be divided into more than three Subparcels without the written consent of the Owner of the Improved Parcel (which consent may be given

or withheld in the absolute discretion of such Owner). If an amendment to this Declaration is accomplished pursuant to the authority of this paragraph 16.2 without execution by the Owner or Mortgagee of any particular Parcel, the Owner or Owners which execute the amendment must provide copies of the executed amendment, together with the recording information therefor, to all non-executing Owners and Mortgagees within ten (10) days after such amendment is recorded.

17. Supplements. The Owner of any Parcel shall have the right at any time, and without the need for any consent or agreement from any other party interested under this Declaration, to execute and file for record with the County Recorder of Salt Lake County, State of Utah, a supplement to this Declaration in which such Owner accords to a party (interested in the Parcel owned by such Owner) designated in such supplement the right to be a necessary party to an amendment to this Declaration. In addition to providing the name and address of such designated party, any such supplement shall set forth the following: (a) data sufficient to identify this Declaration as recorded; (b) a statement revealing the Parcel, in which the designated party is interested, that is owned by the Owner executing the supplement, together with the legal description of such Parcel; (c) the nature of the designated party's interest; and (d) the conditions upon which the right of such party to be a necessary party to such an amendment will cease. Any such supplement may be repealed (and shall thereafter be of no further force or effect) by a further supplement executed and recorded by the party granted rights under such earlier supplement and by the Owner of the Parcel in which such party is or was interested.

18. Contributions from Third Parties. Nothing in this Declaration shall limit or shall be construed to limit the right of any Owner to require, pursuant to leases, contracts or other agreements entered into with tenants, contract buyers or other third parties, contribution from said tenants, contract buyers or other third parties toward any of the obligations or expenses required to be paid by such Owner under this Declaration.

19. Release Upon Transfer. From and after the date an Owner transfers (other than merely for purposes of security for an obligation) or is otherwise divested of its ownership interest in any Parcel, such Owner shall be relieved of all liabilities and obligations which under this Declaration are imposed upon the Owner of the Parcel concerned (except such liabilities or obligations as may have already accrued as of the date of such transfer).

20. Partial Invalidity. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof, and if any provision of this Declaration or the application thereof to Declarant or any Owner, Mortgagee, other party or circumstances should to any extent be invalid, the remainder of this Declaration or the application of such provision to Declarant or any Owners, Mortgagees, other

parties or circumstances other than those as to which a holding of invalidity is reached shall not be affected thereby (unless necessarily conditioned or dependent upon the provisions or circumstances as to which a holding of invalidity is reached), and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

21. No Merger. The covenants, conditions, restrictions, easements, rights and all other provisions contained in this Declaration shall remain in full force and effect despite the fact that any of the Parcels may now or hereafter be owned by the same person(s) from time to time, it being the intention of Declarant to create a common scheme for the development and operation of the Entire Tract which will not be terminated by the doctrine of merger or otherwise, unless this Declaration is terminated in accordance with the provisions of section 23 below.

22. Force Majeure. Any Owner or other party obligated hereunder shall be excused from performing any of its obligations or undertakings set forth in this Declaration, except the payment of money, so long as the performance of any such obligation or undertaking is prevented or delayed by an act of God, weather, avalanche, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, malicious mischief, vandalism, larceny, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts or order of government or civil defense authorities.

23. Effective Dates and Duration. This Declaration and any amendment or supplement hereto shall take effect as of the date on which it is filed for record in the office of the County Recorder of Salt Lake County, State of Utah. This Declaration and all of the provisions hereof (except any provisions which by their terms may cease to be effective at an earlier time) shall remain effective until this Declaration is terminated and extinguished by an instrument filed with the County Recorder of Salt Lake County, State of Utah, and executed by all of the parties described in paragraph 16.1 above.

24. Rights of Parties With Interest in Same Parcel. The purpose of this Declaration is to create certain easements, covenants, provisions and requirements which are to apply between and among the Parcels and which are to define and govern the rights and obligations as between those parties interested in a given Parcel, on the one hand, and those parties interested in another Parcel or Parcels, on the other. Accordingly, this Declaration is not intended to and shall not change, supersede or defeat any agreements, leases or other instruments heretofore or hereafter entered into or given which have as the subject matter thereof the respective rights and obligations of parties having an interest in the same Parcel.

25. Interpretation. All Exhibits referred to herein and attached hereto are hereby incorporated herein by this reference.

EXHIBIT A

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 1300' EAST STREET, SAID POINT BEING SOUTH 1476.75 FEET AND WEST 930.60 FEET AND NORTH 62°15' WEST 28.04 FEET FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN RUNNING THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 31°48' WEST 200.97 FEET TO A POINT ON THE EXTENSION OF AN OLD FENCE RUNNING IN A NORTHWESTERLY DIRECTION; THENCE NORTH 40°12' WEST ALONG SAID FENCE LINE 221.86 FEET TO AN ANGLE IN SAID FENCE; THENCE NORTH 56°07' WEST ALONG SAID OLD FENCE LINE 511.04 FEET TO AN OLD FENCE LINE RUNNING IN A NORTHEASTERLY DIRECTION; THENCE NORTH 24°05' EAST ALONG SAID OLD FENCE LINE 780.48 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF A FREEWAY ACCESS ROAD KNOWN AS PROJECT NO. I-415-9 (4) 297 IN THE OFFICIAL DOCUMENTS OF THE UTAH DEPARTMENT OF TRANSPORTATION, THENCE SOUTH 53°17'17" EAST (EQUALS SOUTH 53°04'43" EAST U.D.O.T. DATUM) BEING THE SOUTHWESTERLY RIGHT OF WAY LINE 384.77 FEET TO A POINT OF A CURVE TO THE RIGHT ON THE WESTERLY RIGHT OF WAY LINE OF SAID FREEWAY ACCESS ROAD; THE CENTER OF SAID CURVE BEING SOUTH 36°42'30" WEST 455.87 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 79°50'27" A DISTANCE OF 635.25 FEET TO A POINT 65.0 FEET RADIALLY DISTANT NORTHWESTERLY FROM ENGINEERS STATION 78+00 ON THE CENTERLINE KNOWN AS "B" LINE OF SAID STATE HIGHWAY PROJECT; THENCE SOUTH 24°17'34" WEST ALONG SAID RIGHT OF WAY LINE 215.98 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 7-415 WHICH POINT IS ALSO S 89°52'20" W ALONG THE SECTION LINE 1745.49 FEET, AND SOUTH 139.16 FEET, AND S 53°17'17" E 542.88 FEET, FROM THE NORTHEAST CORNER OF SECTION 29, T.2S., R.1E., SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S 53°17'17" E 384.77 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF CURVATURE OF A 455.87 FOOT RADIUS CURVE TO THE RIGHT, THENCE 191.95 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°07'28" TO A POINT ON SAID CURVE, THENCE LEAVING SAID RIGHT OF WAY S 81°58'01" W 165.44 FEET TO THE CENTER OF LITTLE COTTONWOOD CREEK, THENCE ALONG SAID CREEK CENTERLINE S 13°31'59" E 10.00 FEET TO THE POINT OF CURVATURE OF A 640 FOOT RADIUS CURVE TO THE RIGHT, THENCE 153.07 FEET ALONG SAID CURVE AND CREEK CENTERLINE THROUGH A CENTRAL ANGLE OF 13°42'13" TO A POINT ON SAID CURVE, THENCE S 89°58'01" W 62.50 FEET, THENCE S 0°01'59" E 90.00 FEET, THENCE N 87°29'53" W 143.00 FEET, THENCE S 87°06'01" W 49.52 FEET, THENCE S 24°09'00" W 18.33 FEET, THENCE N 65°55'00" W 50.00 FEET, THENCE S 65°00'00" W 67.80 FEET MORE OR LESS TO THE SOUTH LINE OF ADJOINERS PROPERTY, THENCE N 21°05'00" E 642.33 FEET TO THE POINT OF BEGINNING, CONTAINING 5.59 ACRES.

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EXHIBIT C

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 1300 EAST STREET SAID POINT BEING SOUTH 1476.75 FEET AND WEST 930.60 FEET AND N 62°15' W 28.04 FEET FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN RUNNING THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE S 31°48' W 200.97 FEET TO A POINT ON THE EXTENSION OF AN OLD FENCE RUNNING IN A NORTHWESTERLY DIRECTION THENCE N 30°12' W ALONG SAID FENCE LINE 221.86 FEET TO AN ANGLE POINT IN SAID FENCE THENCE N 56°07' W ALONG SAID FENCE LINE 511.04 FEET TO AN OLD FENCE LINE RUNNING IN A NORTHEASTERLY DIRECTION THENCE N 24°05' E ALONG SAID FENCE LINE 138.15 FEET THENCE LEAVING SAID FENCE N 66°00' E 67.80 FEET THENCE S 85°58' E 250.00 FEET THENCE N 24°05'00" E 18.33 FEET THENCE N 87°06'01" E 49.52 FEET THENCE S 87°29'52" E 143.00 FEET THENCE N 0°01'59" W 90.00 FEET THENCE N 89°58'01" E 62.50 FEET TO A POINT ON A CURVE WHICH IS ALSO THE CENTERLINE OF LITTLE COTTONWOOD CREEK THENCE ALONG A 640.00 FOOT RADIUS CURVE TO THE LEFT (NORTHWESTERLY) 153.07 FEET THROUGH A CENTRAL ANGLE OF 13°41'13" (LONG CHORD BEARS N 62°10'52" W 152.71 FEET) TO THE POINT OF TANGENCY THENCE N 13°31'59" W ALONG SAID CREEK CENTERLINE 10.00 FEET THENCE N 81°58'01" E 165.44 FEET TO A POINT ON A 455.871 FOOT RADIUS CURVE THENCE 43.30 FEET ALONG THE ARC OF SAID CURVE (WHICH IS ALSO THE WESTERLY RIGHT OF WAY LINE OF 1415 ACCESS ROAD) THROUGH A CENTRAL ANGLE OF 55°42'59" (LONG CHORD BEARS S 1°18'20" E 426.04 FEET) THENCE S 24°17'14" W 215.98 FEET TO THE POINT OF BEGINNING CONTAINING 6.717 ACRES.

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ASSOCIATED TITLE
DEP

OCT 20 11 43 AM '96

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

Roberta Grant
REBECCA GRANT