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WHEN RECORDED, PLEASE RETURN TO:

STANCOPI ASSOCIATES JOINT VENTURE
c/o LARSEN, KIMBALL, PARR & CROCKETT
185 South State Street, Suite 1300
Salt Lake City, Utah 84111
Attention: Victor A. Taylor, Esq.

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Scott Davidson
REC'D

REC'D
Larsen Kimball Parr & Crockett
DEPT. 1111

Nov 12 12 12 PM '86

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

[Metro Business Park -- Phase II]

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (the "Declaration") is dated (for identification purposes only) as of the 10th day of December, 1986, by STANCOPI ASSOCIATES JOINT VENTURE, a joint venture organized and existing under the laws of the State of Utah, whose address for the purposes hereof is 4455 South 700 East, Suite 300, Salt Lake City, Utah 84107, Attention: F. C. Stangl III, STANGL-ALLIANCE, a joint venture organized and existing under the laws of the State of Utah, whose address for the purposes hereof is 4455 South 700 East, Suite 300, Salt Lake City, Utah 84107, Attention: F. C. Stangl III, and by such other parties, if any, as are signatories to this Declaration (collectively, the "Signatories," and individually, a "Signatory.")

RECITALS:

- A. Each of the Signatories has an interest in a portion of the "Entire Tract," as hereinafter defined.
- B. Portions of the Entire Tract are separately owned, encumbered, leased and otherwise dealt with.
- C. The Signatories have agreed that the Entire Tract shall be burdened and benefited by certain easements, covenants, restrictions and requirements, and desire to reduce to writing their agreement respecting such matters and to effectuate said agreement by an appropriate instrument.

AGREEMENT:

NOW, THEREFORE, for the foregoing purposes and in consideration of the reciprocal benefits to be derived from the easements, covenants and restrictions set forth herein, the Signatories hereby agree to all of the following terms and provisions. Each of the Signatories, with respect to the portion of the Entire Tract in which such Signatory has an interest and with respect to the rights concerning said portion which are held by or vested in such Signatory, hereby grants such rights and easements, agrees to such covenants and restrictions, and agrees that the interest held by such Signatory with respect to any portion of the Entire Tract shall be subject and subordinate to the arrangement provided for in this Declaration as may be necessary to effectuate all of the terms and provisions set forth herein and to make the arrangement provided for in this Declaration prior and superior to the interest in or rights concerning any portion of the Entire Tract which are held by or vested in such Signatory.

- 1. Definitions. As used in this Declaration, each of the following terms shall have the indicated meanings:

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1.1 "Buildings" means all buildings built upon and affixed to the Entire Tract at any time and from time to time which are intended for permanent use or occupancy, including, but not limited to, office, warehouse 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. Notwithstanding the foregoing portion of this Paragraph 1.1, the term "Buildings" does not include the Common Areas.

1.2 "Committee" means the Committee whose purpose it is to control architectural and development of the Improvements, established pursuant to Paragraphs 9 and 10.

1.3 "Common Areas" means the Common Roadways, the Common Utility Facilities, the Landscaping and the Parking and Walkway Areas. Notwithstanding the preceding sentence, the term "Common Areas" does not include any Buildings.

1.4 "Common Expenses" means all of the following: (a) all costs and expenses which are incurred by the Owner of the Master Parcel or the Committee during the period in question or which are reasonably allocable to said period in connection with the operation, management and maintenance (but not in connection with the initial improvement or installation) of the Common Areas or in the performance or exercise of their respective functions, duties and rights under this Declaration, including, without limitation, all costs and expenses relating to utilities, cleaning, ice, snow and rubbish removal, resurfacing, restriping, replacing damaged or worn-out Improvements on the Common Areas, sweeping, traffic regulation and control, police protection and other security services, personnel (other than managerial personnel) necessary to perform any of the foregoing, and depreciation allowance on any machinery and equipment owned by the Owner of the Master Parcel and used in connection with the aforesaid matters (but not including the cost of Common Taxes); (b) the cost of the insurance that is provided for in Paragraphs 19 and 20, to the extent that such cost is incurred during the period in question or is reasonably allocable to said period; (c) managerial, clerical and overhead charges, fees and costs, all of which shall be deemed to be equal to ten percent (10%) of the total of all other Common Expenses; and (d) any Common Expenses or Common Taxes from a prior period which were due but not paid to the Owner of the Master Parcel and which are determined by the Owner of the Master Parcel not to be legally or practicably recoverable (after reasonable effort) from the Owner obligated therefor, together with all interest, costs and attorneys' fees due to the Owner of the Master Parcel in connection therewith or resulting from any effort to collect the same. All of the aforesaid costs, expenses and sums and the allocation thereof to the period in question shall be determined in accordance with the accounting procedures and business practices reasonably employed by the Owner of the Master Parcel.

1.5 "Common Expense Share" means the product obtained by multiplying the Common Expenses for the relevant period times a fraction, the numerator of which is the area of the Parcel concerned, and the denominator of which is the aggregate area of all Parcels which have constructed thereon at least one (1) completed Building intended for human use or occupancy. A Building shall be deemed to be "completed" for purposes of this Paragraph 1.5 and Paragraph 24.2 upon the earlier of the date on which a Certificate of Occupancy for any portion of such Building is first granted by the appropriate governmental authority or the

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date on which any portion of such Building is first used or occupied.

1.6 "Common Roadways" means the parcels of land, located in Salt Lake County, State of Utah, described on the attached Exhibit A, together with all Improvements thereon at the time in question, and any real property defined as an additional part of the "Common Roadway" in any amendment to this Declaration executed and recorded pursuant to the right reserved in Paragraph 29.

1.7 "Common Taxes" means the Taxes on or allocable to the Common Roadways. If the Common Roadways are not assessed and taxed as independent parcels for tax purposes, separately from any other realty, then a portion of the total Taxes on the tax parcel within which the Common Roadways are located shall be allocated to the Common Roadways by use of the following method. In order to determine the Taxes allocable to the land included in the Common Roadways, that part of the Taxes on or allocable to the land (as distinguished from any Improvements thereon) contained within the tax parcel in question shall have applied against it a fraction whose numerator is the area of the land included in the Common Roadways and whose denominator is the total land area of the tax parcel in question. In order to determine the Taxes allocable to the Improvements included in the Common Roadways, that part of the Taxes on or allocable to the Improvements situated on the tax parcel in question shall have applied against it a fraction whose numerator is the reasonably estimated or determined value of the Improvements included in the Common Roadways and whose denominator is the reasonably estimated or determined value of all Improvements situated on the tax parcel in question. The Common Taxes shall be the total of the two (2) amounts determined pursuant to the foregoing portion of this Paragraph 1.7.

1.8 "Common Tax Share" means the product obtained by multiplying the Common Taxes for any tax fiscal period or other relevant period times a fraction, the numerator of which is the area of the Parcel concerned, and the denominator of which is the aggregate area of all Parcels.

1.9 "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 are intended, designed or used for the benefit of more than one Parcel.

1.10 "Declaration" means this Declaration of Easements, Covenants and Restrictions, as the same may be modified, amended or supplemented in accordance with the law and the provisions hereof.

1.11 "Developer" means Stancop Associates Joint Venture, a joint venture organized and existing under the laws of the State of Utah.

1.12 "Development Guidelines" means the standards, requirements and restrictions which may be adopted from time to time by the Committee pursuant to Paragraph 8.

1.13 "Entire Tract" means the Parcels and the Common Roadways, taken together, and any real property defined as an additional part of the "Entire Tract" in any amendment to this Declaration executed and recorded pursuant to the right reserved in Paragraph 29.

1.14 "Improvements" means all Buildings, Landscaping, Parking and Walkway Areas, Common Utility Facilities, exterior lighting, fencing, walls, signs, utility systems and facilities and other improvements located on the realty concerned at the time in question.

1.15 "Landscaping" means any areas on the Parcels that from time to time are landscaped with lawn, flowers, ground cover, shrubbery, trees, ponds, fountains, gardens or similar improvements, which may be complemented with earth berms, masonry or similar materials.

1.16 "Master Parcel" means whichever Parcel at the time in question constitutes the Master Parcel under this Declaration. Initially, and until such time (if ever) as said Parcel ceases to be such pursuant to an amendment to this Declaration executed and recorded pursuant to the right reserved in Paragraph 29, Parcel N shall be the Master Parcel.

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

1.18 "Other Roadways" means the parcels of land, located in Salt Lake County, State of Utah, described on the attached Exhibit B, together with all Improvements thereon at the time in question.

1.19 "Other 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 Other Roadways and are intended, designed or used for the benefit of more than one parcel of realty.

1.20 "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 whole or partially undivided fee interest in any portion of the realty concerned. In the event that there is more than one Owner of the realty 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 mean a Mortgagee unless and until such Mortgagee has acquired title to the realty concerned pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.21 "Parcels" means those certain ten (10) parcels of land (Parcels K, L, M, N, O, P, Q, R, S and T) located in Salt Lake County, State of Utah, that are separately described on the attached Exhibit C, together with all Improvements thereon at the time in question, and any real property defined as additional "Parcels" in any amendment to this Declaration executed and recorded pursuant to the right reserved in Paragraph 29. "Parcel" means each or any of the Parcels.

1.22 "Parking and Walkway Areas" means any areas on the Parcels (outside of and not structurally attached to present or future Buildings and similar structures), that from time to time are intended and designed to be used for the parking of motor vehicles or for pedestrian or vehicular movement, including, without limitation, paved parking areas, roads, curbs, gutters, walkways and sidewalks, and all Improvements located on such areas.

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1.23 "Stangl-Alliance" means Stangl-Alliance, a joint venture organized and existing under the laws of the State of Utah.

1.24 "Taxes" means all taxes, assessments, charges and fees imposed, assessed or levied by any governmental or public authority against or upon the realty in question.

2. Use of Entire Tract; Construction and Maintenance of Buildings. No portion of the Entire Tract may be occupied for any use which is in violation of any applicable laws, ordinances, rules or regulations of any governmental entity having jurisdiction over the use of all or any part of the Entire Tract or for any use which is inconsistent with the provisions of this Declaration. All Buildings constructed on the Entire Tract shall be first-class buildings designed for office, warehouse or other commercial use 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, building, zoning, parking and other applicable laws, ordinances, rules and regulations. The Owner of each Parcel shall maintain, in good and attractive order, condition and repair, all of the Improvements situated on such Parcel which are not required by the provisions of this Declaration to be maintained by the Owner of the Master Parcel. Unless and except to the extent that such provisions may expressly provide to the contrary, no provision of this Declaration shall be construed to mean that any Improvement on an Owner's Parcel 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 such Improvement be damaged or destroyed, within a reasonable time thereafter the Owner of the Parcel on which such Improvement is or was located shall either cause such Improvement to be restored pursuant to the applicable requirements of this Declaration or shall cause all debris to be removed and the site of such Improvement to be left in a level, clean and sightly condition pending construction pursuant to the applicable requirements of this Declaration of another Improvement.

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 and Walkway Areas and Landscaping, all in accordance with the provisions of this Declaration. All portions of the Parking and Walkway Areas shall be surfaced with asphalt or concrete, shall adequately be striped or otherwise marked and 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 Parking and Walkway Areas or of any Landscaping, the same shall not be demolished, removed or altered in any material respect unless the prior written approval of the Developer and the Owner of the Master Parcel is first obtained, which approval shall not unreasonably be withheld.

4. Underground Utility Facilities. Each utility or utility-related line, connection, installation and facility located within the Entire Tract shall, to the extent reasonably practicable, be located underground.

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 for Improvements which may be constructed or installed pursuant to the applicable requirements of this Declaration, no Owner shall permit to be constructed or erected within such Owner's Parcel or on the perimeter of such Owner's Parcel, any fence, wall, barricade or other obstruction, whether temporary or permanent in nature, which materially limits or impairs the free and unimpeded access among the Parcels or the ability to have an unobstructed view of any of the Parcels or the Improvements situated thereon, 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.

6. Submission of Plans to Committee. No Improvement on the Entire Tract shall be constructed or accomplished, no excavation, grading or like work on the Entire Tract shall be commenced, and no alteration, refurbishing or repainting of the exterior of any Improvement shall be performed, unless and until complete plans therefor have first been submitted to and approved in writing by the Committee, which approval shall not unreasonably be withheld. Notwithstanding the preceding sentence, the plan submission and approval requirements hereof shall not apply to repairs or alterations which do not affect the size or the external design or appearance of a pre-existing Improvement.

7. Approval Procedure. In determining whether to approve or disapprove plans submitted to it, the Committee shall use its best judgment to assure that all Improvements are of good quality and sound construction, harmonize with existing surroundings and Improvements, and comply with the requirements of this Declaration and the Development Guidelines. The Committee may, however, approve plans which entail a variance from such requirements so long as in the reasonable judgment of the Committee such variance is necessary or appropriate. The fact that Improvements comply with applicable zoning and other laws shall not necessarily mean that such Improvements shall be permissible under the arrangement established by and implemented pursuant to this Declaration. Any plans submitted to the Committee shall be approved or disapproved by the Committee in writing within sixty (60) days after submission. In the event that the Committee fails to take any action within such period, the Committee shall be deemed to have approved the material submitted; provided, however, that to the extent, but only to the extent, that such material contemplates a variance from the requirements of this Declaration or of the Development Guidelines, failure of the Committee to timely take action shall be deemed a disapproval of such material.

8. Development Guidelines. The Committee may (but need not) adopt and promulgate (and from time to time as necessary or appropriate modify), and shall furnish to any interested party upon request and payment of a reasonable charge copies of, such Development Guidelines as may be reasonably necessary or appropriate, in the judgment of the Committee, to amplify or make more detailed (but not make less restrictive) any restrictions and requirements contained in this Declaration relative to Improvements, to advise interested parties of the standards and policies which will be applied in reviewing plans for such proposed Improvements and to establish appropriate procedural rules with respect to the submissions of plans for approval.

9. Number, Qualifications and Term of Committee Members. The Committee shall be composed of three (3) members. Each member (irrespective of how he becomes such) shall remain a member of the Committee unless and until he is removed, becomes unqualified, resigns, dies, becomes incompetent or otherwise becomes incapable of adequately performing his duties as a member

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of the Committee. A Committee member must be a resident of the State of Utah and at least twenty-one (21) years of age. Any Committee member appointed by Developer need not be, but any other Committee member must be, either a Parcel Owner or, if a particular Parcel Owner is not a natural person, an officer, representative or agent of such Parcel Owner.

10. Selection, Removal and Replacement of Committee Members.

10.1 Initial Selection; Replacement Prior to December 31, 1996. Until December 31, 1996, all members of the Committee shall be appointed by Developer and until said date any or all of said members may, with or without cause and at Developer's sole discretion, be removed from office by Developer. The members of the Committee as it initially is constituted shall consist of the following individuals:

<u>Name</u>	<u>Address</u>
F. C. Stangl III	F. C. Stangl Construction Co. 4455 South 700 East Suite 300 Salt Lake City, Utah 84107
Larry Burton	F. C. Stangl Construction Co. 4455 South 700 East Suite 300 Salt Lake City, Utah 84107
Dave Mineer	Cedar City, Utah

Until December 31, 1996, any vacancy on the Committee (irrespective of how such vacancy comes to exist) shall be filled with a member appointed by Developer. If any vacancy comes to exist prior to said date and if Developer fails to fill said vacancy within thirty (30) days after written notice thereof is given to Developer by any interested party, then the remaining member or members (as the case may be) of the Committee shall appoint a new member or members (as the case may be) to fill such vacancy. If any vacancy comes to exist prior to said date and if the remaining Committee member(s) fail to fill the same within thirty (30) days after written notice of such vacancy is given to such remaining member(s) by any interested party, or if there are no remaining Committee members, then the vacancy involved may, so long as it continues (whether by reason of the continuing failure of the remaining members(s) to fill the same or otherwise), be filled through use of the procedure involving a meeting of and a vote by Parcel Owners which is described in Paragraph 10.2.

10.2 Replacement after December 31, 1996. If any vacancy on the Committee comes to exist after December 31, 1996, the remaining member or members (as the case may be) shall appoint a new member or members (as the case may be) to fill such vacancy. If any vacancy comes to exist after said date and if the remaining Committee member(s) fail to fill the same within thirty (30) days after written notice of such vacancy is given to such remaining member(s) by any interested party, or if there are no remaining Committee members, then the vacancy involved may, so long as it continues (whether by reason of the continuing failure of the remaining member(s) to fill the same or otherwise), be filled through use of the procedure described in the following portion of this Paragraph. Any interested party may call a meeting by personally delivering or by mailing (to the latest address reasonably ascertainable by such interested party) to each Parcel Owner a written notice specifying the time, place and

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purpose of the meeting (which time shall be not less than fifteen (15) and not more than sixty (60) days after the giving of such notice and which place shall be within Salt Lake County, State of Utah). At said meeting each Parcel Owner present or properly represented (as by the holder of a written proxy from a Parcel Owner) shall be entitled to cast that number of votes or fractional votes equal to the total acreage contained within the Parcel owned by him; provided, however, that if the Owner concerned holds a fractional interest in such Parcel, said Owner or his proper representative shall be entitled to cast only the total votes attributable to said Parcel multiplied by such Owner's fractional interest therein. At said meeting each Parcel Owner shall be entitled to cast his votes in favor of as many candidates for Committee membership as there are vacancies on the Committee to be filled, and a plurality shall be sufficient for the election of a candidate. After December 31, 1996 (but only after said date), any member of the Committee may, for cause, be removed from the Committee by the concurrence of the other two (2) members.

11. Manner of Acting and Records. The act, concurrence or determination of any two (2) or more Committee members shall constitute and shall be necessary to constitute the act or determination of the Committee. The foregoing shall be the case whether the act, concurrence or determination involved occurs at a meeting, without a meeting, at the same time or at different times. To the extent reasonable and practicable the Committee shall maintain records revealing all significant actions taken or determinations made by it. In the event that the Committee member who has possession of such records ceases to be a member of the Committee, such records shall immediately be delivered to a remaining or successor member of the Committee.

12. No Liability for Damages. No member of the Committee shall be held liable for damages by reason of any action, inaction, approval or disapproval by him or by the Committee with respect to any request made pursuant to this Declaration so long as the action, inaction, approval or disapproval involved did not occur as a result of malice on the part of such member.

13. Easements for Access and Utilities Over Certain Common Areas.

13.1 Easement for Access Over Common Roadways. Each of the Parcels shall have appurtenant thereto and shall be benefited by, and the Common Roadways 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 over and across the Common Roadways.

13.2 Easement for Utilities. Each of the Parcels shall have appurtenant thereto and shall be benefited by, and the Common Roadways shall be subject to and shall be burdened by, a nonexclusive right-of-way and easement for the laying, installation, operation, servicing and maintenance of underground utility lines, wires, conduits and related facilities (including, but not limited to, any underground Common Utility Facilities and, whether or not the same comprise or are part of the Common Utility Facilities, underground lines, wires, conduits and related facilities for electricity, lighting, natural gas, other fuels or power sources, telephone, sewage, storm drainage and all types of water) under, through and across the Common Roadways. In the event of necessity (but only in such event), the Owner of any of the Parcels shall grant to another Owner an easement for the purposes set forth in the preceding sentence across and under such Owner's Parcel in locations other than those designated

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above so long as such easement does not unreasonably interfere with the use and operation of such Parcel, such easement is not located within ten (10) feet of any Building erected or to be erected upon such Parcel, and the utility facility located within such easement is located underground. In the event that an easement is granted pursuant to the preceding sentence, the precise location of the utility facility to be located therein shall specifically be approved by the Owner of the Parcel on which such easement is located, which approval shall not unreasonably be withheld. In the event that the utility easement rights provided for in this Paragraph 13.2 are exercised, the Parcel Owner intended to be served thereby shall pay the cost involved and at its sole cost shall restore to their previous condition any Improvements which may be damaged as a result of such exercise.

13.3 Easement for Access and Utilities Over Other Roadways. Stangl-Alliance hereby makes the election described in Section 12 of the Declaration of Easements and Covenants, dated September 15, 1984, and recorded October 8, 1982 as Entry No. 3718902 in Book 5413 at Page 334 of the Official Records of Salt Lake County, Utah, as set forth in the remaining portion of this Paragraph 13.3. Each of the Parcels shall have appurtenant thereto and shall be benefited by, and the Other Roadways 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 over and across the Other Roadways and a nonexclusive right-of-way and easement for the laying, installation, operation, servicing and maintenance of underground utility lines, wires, conduits and related facilities (including, but not limited to, any underground Other Utility Facilities and, whether or not the same comprise or are part of the Other Utility Facilities, underground lines, wires, conduits and related facilities for electricity, lighting, natural gas, other fuels or power sources, telephone, sewage, storm drainage and all types of water) under, through and across the Other Roadways. In the event that the utility easement rights provided for in this Paragraph 13.3 are exercised, the Parcel Owner intended to be served thereby shall pay the cost involved and at its sole cost shall restore to their previous condition any Improvements which may be damaged as a result of such exercise.

13.4 No Interference. In the exercise of the rights-of-way and easements granted pursuant to Paragraphs 13.1, 13.2 and 13.3, no Owner shall in any manner obstruct or interfere with the free flow of vehicular and pedestrian traffic over any portion of the Entire Tract, except to the extent necessary for reasonable construction, repair and maintenance or for traffic regulation and control.

14. Easement for Access and Parking Over Parcels. 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 and for vehicular parking on, over and across all of the Parking and Walkway Areas (irrespective of the Parcel on which any particular portion of the Parking and Walkway Areas may be located), as the Parking and Walkway Areas may exist from time to time. The easement for parking which is hereby made appurtenant to each of the Parcels shall be limited in the manner provided for in and shall be subject to the provisions of Paragraph 15. The right-of-way and easement granted in this Paragraph shall not be exercised in any manner which substantially interferes with the purposes for which the Parking and Walkway Areas are provided or with the right-of-way and easement of any other Owner with respect thereto.

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15. Location of Parking Spaces to be Used With Each Parcel. In the event of any confusion or disagreement concerning the location of the parking spaces which shall actually be used or usable in connection with any given Parcel, or in the event that the Owner of the Master Parcel deems it appropriate to do so, the Owner of the Master Parcel shall have the right and option (and also the obligation, in the event the Owner of the Master Parcel receives a written request from any other Owner to do so) from time to time to designate, by recording an amendment to this Declaration in accordance with Paragraph 29, to appropriately label the particular parking spaces located on the Entire Tract which shall be used or usable in conjunction with a given Parcel, to the exclusion of the other Parcels. Any such designation so made by the Owner of the Master 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 Master 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. 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.

16. Dedication of Common Roadways. Developer shall have the right, at its sole discretion, at any time or from time to time, and without the need for consent or approval by any party other than the parties required by the provisions of this Paragraph, to dedicate to the public by conveying to the appropriate governmental authority all or any portion of the Common Roadways. Upon such dedication, the obligations described in Paragraph 23 shall automatically terminate with respect to the portion of the Common Roadways so dedicated. The only parties interested in the Entire Tract whose consent or approval need be obtained by Developer in order to accomplish any such dedication shall be the Owner of the Master Parcel, the Owner of the portion of the Common Roadways to be so dedicated, and each Mortgagee which holds a Mortgage that encumbers the portion of the Common Roadways to be so dedicated. In the event that any portion of the Common Roadways is dedicated for public use to the appropriate governmental entity, the right-of-way and easements described in Paragraph 13.1 and the maintenance and other obligations created by this Declaration shall, upon such dedication, automatically terminate with respect to the portion of the Common Roadways so dedicated; provided, however, that any monetary obligation that has then accrued shall survive such dedication until such obligation is fully satisfied.

17. Payment of Taxes on Each Parcel. Each Owner shall pay, prior to delinquency, all Taxes on the Parcel owned by such Owner, unless the collection of the Taxes involved and any sale or forfeiture of the Parcel concerned for nonpayment of such Taxes is prevented or suspended through appropriate legal proceedings; provided, however, that any 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 said installments fall due.

18. Liability Insurance Maintained by Each Parcel Owner. Each Parcel Owner shall at all times maintain public liability and property damage insurance providing coverage against personal injury, death and property damage occurring, or by reason of activities, on or about 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 \$1,000,000.00 for bodily injury, death and property damage. Any Parcel Owner may comply with the requirements of the foregoing portion of this Paragraph by the purchase of blanket coverage, and may elect such "deductible" provisions as are consistent with good business practices. Any other Parcel Owner shall, upon request, furnish the Owner of the Master Parcel a certificate issued by the insurer concerned evidencing that there is in force insurance complying with the requirements set forth in this Paragraph.

19. Liability Insurance Covering Common Areas. The Owner of the Master Parcel shall at all times maintain public liability and property damage insurance providing coverage against personal injury, death and property damage occurring, or by reason of activities, on or about the Common Areas. 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 \$1,000,000.00 for bodily injury, death and property damage. The Owner of the Master Parcel may comply with the requirements of the foregoing portion of this Paragraph by the purchase of blanket coverage, and may elect such "deductible" provisions as are consistent with good business practices. The named insureds under such insurance shall be the respective Owners of all portions of the Entire Tract, and such additional party or parties (having an interest in any portion of the Entire Tract) as any of said Owners may specify in a writing delivered to the Owner of the Master Parcel. The Owner of the Master Parcel shall, upon the written request of any party which then has an interest in any portion of the Entire Tract (including the Mortgagee under any first-position Mortgage), furnish to such party written evidence that the liability insurance required by this Paragraph is in force. The cost of the insurance that is provided for in this Paragraph shall constitute part of the Common Expenses.

20. Casualty Insurance Covering Common Areas. To the extent that such insurance coverage may be obtained and customarily is obtained with respect to facilities having the construction and other characteristics of the Common Areas, the Owner of the Master Parcel shall maintain with a responsible company or companies, insurance providing coverage equal to the full insurable value of the Improvements located on the Common Areas and insuring against the perils of fire, theft, vandalism, malicious mischief and any other perils typically included within "extended coverage." The Owner of the Master Parcel may comply with the requirements of the foregoing portion of this Paragraph by the purchase of blanket coverage, and may elect such "deductible" provisions as are consistent with good business practices. The named insureds under such insurance shall be the respective Owners of the Entire Tract, as their respective interests may appear. The Mortgagee under any first-position Mortgage affecting any portion of the Entire Tract shall, upon the delivery of a written request to the Owner of the Master Parcel from such Mortgagee or from the Owner of the portion of the Entire Tract in which such Mortgagee is interested, be provided with a loss payable mortgagee's endorsement to the policy of insurance. Notwithstanding which parties may be named as insureds, as loss payees or as Mortgagees under any casualty insurance policies obtained pursuant to this Paragraph, any proceeds of such insurance shall be payable to the Owner of the Master Parcel or to the Mortgagee under the first-position Mortgage on the Master Parcel, as trustee(s) for all parties interested under said insurance policies, for use and application in repairing or restoring any Improvements covered by such insurance that may be damaged or destroyed, and if reasonably

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possible any such policies shall be made to so provide. The Owner of the Master Parcel shall, upon the written request of any party which then has an interest in any portion of the Entire Tract (including the Mortgagee under any portion of the Entire Tract), furnish to such party written evidence that the insurance required by this Paragraph is in force. The cost of the insurance that is provided for in this Paragraph shall constitute part of the Common Expenses.

21. Condemnation. In the event that all or any part of the Common Roadways or the Common Utility Facilities are taken through condemnation or are conveyed to a condemning authority under threat of condemnation, the entire condemnation award or proceeds shall be paid to the Owner of the Master Parcel; provided, however, that any such award or proceeds relating to the value of land (as opposed to any Improvements thereon) shall belong to the Owner of such land. The Owner of the Master Parcel shall, as soon as is reasonably practicable, restore the remaining portions of the Common Roadways or the Common Utility Facilities in compliance with all applicable governmental laws, ordinances, rules and regulations. Such restoration shall be of equal or better quality of materials and workmanship as the original Improvements, and the cost thereof, in excess of the condemnation award and proceeds available therefor, shall constitute Common Expenses. Any condemnation award or proceeds remaining after such restoration shall be divided among and shall belong to each of the Owners of the Parcels on the basis of such Owner's Common Expense Share. Notwithstanding anything contained herein to the contrary, as between the Owner of a Parcel and any other parties interested in such Parcel (including, but not limited to, a Mortgagee holding a Mortgage on such Parcel), the rights of such Owner and such other parties as regards such Owner's share of the condemnation award or proceeds shall be governed by agreements and arrangements that may exist between such Owner and such other parties.

22. Damage, Destruction and Restoration. The Owner of the Master Parcel shall not materially alter, demolish or destroy all or any portion of the Common Roadways or the Common Utility Facilities without in each instance obtaining the prior written consent of all of the Parcel Owners and the Mortgagee under each first-position Mortgage then affecting any of the Parcels. In the event that all or any portion of the Common Roadways or the Common Utility Facilities are damaged or destroyed through casualty, the Owner of the Master Parcel shall, irrespective of whether the damage or destruction is covered by the insurance contemplated by Paragraph 20, but subject to all of the provisions of this Paragraph, be obligated to rebuild and restore the Common Roadways or the Common Utility Facilities to substantially the same condition as existed prior to the damage or destruction (unless within the three (3) month period immediately following the casualty a written agreement providing for another course of action is entered into or consented to by each Parcel Owner and by the Mortgagee under each first-position Mortgage then affecting any of the Parcels). All proceeds of the casualty insurance contemplated by Paragraph 20 shall be held by the Owner of the Master Parcel, and shall be paid out and disbursed (with reasonable and customary safeguards and controls) as reconstruction occurs in payment of the various costs and expenses associated therewith. To the extent that insurance proceeds are insufficient to pay all of the costs and expenses entailed in reconstruction, each of the Owners of the Parcels shall be obligated to contribute an amount equal to the product obtained by multiplying the Common Expense Share of such Owner times the amount of the total deficiency. If it reasonably appears that the aggregate of the costs and expenses required to

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accomplish restoration of the Common Roadways or Common Utility Facilities exceeds by any significant amount insurance proceeds relative to the damage or destruction, then the reconstruction need not and shall not be commenced until such time as all of the Parcel Owners pay their respective shares of the anticipated deficiency (determined pursuant to the preceding sentence) into escrow or another suitable arrangement to be paid out and disbursed (with reasonable and customary safeguards and controls) as reconstruction progresses. The Owners shall thus pay their respective shares of the anticipated deficiency no later than thirty (30) days after such Owners receive notice of the amount of the estimated deficiency. Appropriate additional payments by or refunds to the Owners shall be made upon completion of restoration when the exact cost of restoration is known. Any casualty insurance proceeds which are not required for restoration, either because insurance proceeds exceed the cost of restoration or because restoration does not occur, shall be applied first to the cost of demolishing and removing whatever remains of the Common Roadways or the Common Utility Facilities (if reconstruction is not to occur and if demolition is appropriate under the circumstances), and the balance shall be divided among and shall belong to each of the Owners on the basis of such Owner's Common Expense Share. Notwithstanding anything contained herein to the contrary, as between the Owner of a Parcel and any other parties interested in such Parcel (including, but not limited to, a Mortgagee holding a Mortgage on such Parcel), the rights of such Owner and such other parties as regards such Owner's share of the insurance proceeds shall be governed by agreements and arrangements that may exist between such Owner and such other parties.

23. Payment of and Contributions Toward Common Taxes. The Owner of the Master Parcel shall pay, prior to delinquency, all Common Taxes, unless the collection of the Common Taxes involved and any sale or forfeiture of the portion of Common Roadways concerned is prevented or suspended through appropriate legal proceedings; provided, however, that any Common 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 said installments fall due. Each of the respective Owners of the Parcels shall, in the manner described in this Paragraph, contribute its Common Tax Share. On the basis of its knowledge or reasonable estimate of the total of the Common Taxes involved, the Owner of the Master Parcel shall invoice each of the Owners of the Parcels in advance for its Common Tax Share relative to an upcoming calendar year (or fractional calendar year, in the case of that part of the calendar year falling after the effective date of this Declaration). The Owners of the Parcels shall pay in equal monthly installments, on or before the first day of each month throughout said year, the amounts thus invoiced to them. As soon as reasonably practicable after the actual amount of each Owner's Common Tax Share theretofore invoiced to an Owner hereunder becomes known, the Owner of the Master Parcel shall furnish to the respective Owners of the Parcels a final statement revealing such actual amount. If such final statement reveals that the monthly installments made by an Owner hereunder aggregate less than such Owner's Common Tax Share relative to the calendar year concerned, such Owner shall pay the amount owing to the Owner of the Master Parcel within ten (10) days after such final statement is furnished. If such final statement reveals that such Owner's payments aggregate more than such Owner's Common Tax Share relative to the calendar year concerned, the excess amount shall, at the option of the Owner of the Master Parcel, either be returned to such Owner or applied by the Owner of the Master Parcel to such Owner's Common Tax Share for the next calendar year. Any amount required to be paid under this

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Paragraph which is not timely paid to the Owner of the Master Parcel shall accrue interest from and after the due date of the amount in question until paid in full, before and after judgment, at the rate of eighteen percent (18%) per annum.

24. Maintenance of Common Areas; Contributions Toward Common Expenses.

24.1 Maintenance of Common Areas. The Common Areas 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 and repair by the Owner of the Master Parcel consistent with a first-class business development (except that as regards the Common Utility Facilities the Owner of the Master 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 Master Parcel shall be reimbursed in accordance with Paragraph 24.2. Notwithstanding anything contained herein to the contrary, the Owner of each Parcel shall pay for the water necessary to serve the Landscaping located on such Owner's Parcel.

24.2 Contributions Toward Common Expenses. Each of the Owners of Parcels which have constructed thereon at least one (1) completed Building designed for human use or occupancy shall, in the manner described in this Paragraph 24.2, contribute its Common Expense Share. (Once a Building has been completed, the Owner of the Parcel on which such Building is located shall be obligated to pay such Owner's Common Expense Share with respect to such Parcel even though such Building may subsequently be destroyed, demolished or removed.) 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 Master Parcel, at its option, may either invoice each of such Owners for its Common Expense Share on a monthly basis as the actual amount of the Common Expense Share becomes known or may invoice such Owners in advance based upon the Master Parcel Owner's reasonable estimate of the Common Expense Share for an upcoming calendar year. If the Owner of the Master Parcel adopts the second alternative, each of such Owners shall pay its Common Expense Share in equal installments on a monthly basis, and as soon as reasonably practicable after the end of such calendar year, the Owner of the Master Parcel shall furnish such Owners with a reasonably detailed final statement of the actual amount of such Owner's Common Expense Share relative to such calendar year. If such final statement reveals that the monthly installments made by an Owner hereunder aggregate less than such Owner's Common Expense Share relative to the calendar year concerned, such Owner shall pay the amount owing to the Owner of the Master Parcel within ten (10) days after such final statement is furnished. If the final statement reveals that such Owner's payments aggregate more than such Owner's Common Expense Share relative to the calendar year concerned, the excess amount shall, at the option of the Owner of the Master Parcel, either be returned to such Owner or applied by the Owner of the Master Parcel to such Owner's Common Expense Share for the next calendar year. Any amount required to be paid under this Paragraph which is not timely paid to the Owner of the Master Parcel shall accrue interest from and after the due date of the amount in question until paid in full, before and after judgment, at the rate of eighteen percent (18%) per annum.

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25. Default; Enforcement.

25.1 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, including, without limitation, the payments to be made pursuant to Paragraphs 23 and 24, shall be the personal obligation of the party that is the Owner of the Parcel concerned at the time the payment, reimbursement or contribution in question 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 and collectible as such. Suit to recover a money judgment for any such payment, reimbursement or contribution which is not made to another Owner when due (together with such interest and attorneys' fees) may be maintained without foreclosing or waiving the lien securing the same, described in Paragraph 25.3. No Owner or legal title holder may avoid or diminish the personal obligation described in the preceding sentence 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 25 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 terms, covenants or conditions may be inadequate.

25.2 Performance in Stead of Defaulting Owner; Receipt of Rents. In the event that the Owner of any portion of the Entire Tract defaults in performance of any of its obligations under this Declaration, the Owner of any other portion of the Entire Tract 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 an, first-position Mortgage which may then affect that portion of the Entire Tract 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). In addition, the Owner of the Master Parcel shall be entitled, in the event of the failure of any other Owner to pay to the Owner of the Master Parcel when due any payment, reimbursement or contribution, including, without limitation, those amounts due pursuant to Paragraphs 23 and 24, to receive rents derived by such other Owner from such Owner's Parcel and any Improvements thereon.

25.3 Lien for Amounts Due. If not paid when due, any payment, reimbursement or contribution required to be made by any Owner to any other Owner under any provision of this Declaration, plus all interest and attorneys' fees thereon, shall, at the option of such other Owner (which in the case of contributions required to be made pursuant to Paragraphs 23 and 24 shall be the Owner of the Master Parcel), be secured by a lien against the Parcel owned by the delinquent Owner. Such 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 property 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. Any such lien shall be subject and subordinate to (a) each 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, rental agreement or similar instrument (whether recorded or unrecorded) affecting the delinquent Owner's 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, but 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.

26. Title and Mortgage Protection. Except as expressly set forth herein, breach of any of the covenants, restrictions or other provisions 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, and 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 interested under any Mortgage affecting any portion of the Entire Tract (including any such Mortgagee which is a Signatory) 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, restrictions or other provisions 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 Paragraph 29.

27. Covenants to Run with Land. This Declaration and all of the easements, covenants, restrictions and other provisions 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 the Signatories, the respective Owners from time to time of any portion of the Entire Tract, any other party which has, acquires or comes to have any interest in or which occupies or comes to occupy a Parcel or any other portion of the Entire Tract, and their respective grantees, transferees, heirs,

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devises, personal representatives, successors and assigns. This Declaration and all of the easements, covenants, restrictions and other provisions hereof shall be binding upon each portion of the Entire Tract, and all interests in any portion of the Entire Tract shall be subject to this Declaration and all of such easements, covenants, restrictions and other provisions. By acquiring, in any way coming to have any interest in or occupying any portion of the Entire Tract, 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 easements, covenants, restrictions and other provisions hereof.

28. Attorneys' Fees. If any action is brought because of a default under or to enforce or interpret any of the easements, covenants, restrictions or other provisions of this Declaration, in addition to the relief to which such party is entitled, 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.

29. Amendment.

29.1 Amendment Generally. Subject to the provisions set forth in Paragraph 29.2, any provision contained in this Declaration may be amended 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 portion of the Entire Tract and the Mortgagee under each Mortgage then affecting any portion of the Entire Tract; and (b) each other party interested in any portion of the Entire Tract 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 Paragraph 30, to be a necessary party to an amendment to this Declaration.

29.2 Specified Circumstances. Notwithstanding anything contained in Paragraph 29.1 to the contrary, the following provisions shall apply:

(a) Any amendment to this Declaration which changes the metes and bounds description of any of the Parcels or the Common Roadways, but which does not change the perimeter description of the Entire Tract, need be executed only by those parties referred to in Paragraph 29.1 which hold their respective interests in the pieces of realty involved in the metes and bounds description change, and shall set forth a metes and bounds description of the affected Parcels or the affected portions of the Common Roadways.

(b) Any amendment to this Declaration which defines as additional "Common Roadways" any part of the Entire Tract, need be executed only by those parties referred to in Paragraph 29.1 which hold their respective interests in the pieces of realty being so defined as additional "Common Roadways," and shall set forth a metes and bounds description of such additional Common Roadways.

(c) Any amendment to this Declaration which, pursuant to Paragraph 15, designates the location of the parking spaces to be used with each Parcel, need be executed only by those parties referred to in Paragraph 29.1 which hold their respective interests in the pieces of realty either benefited or burdened by such designation (and, in the event of a redesignation of parking spaces, by those parties referred to in Paragraph

29.1 which hold their respective interests in the pieces of realty previously benefited by the former designation), and shall set forth in a reasonable manner the location of such parking spaces and the Parcels benefited thereby.

(d) Any amendment to this Declaration which expands the Entire Tract to include any other real property, need be executed only by Developer and by those parties referred to in Paragraph 29.1 which hold their respective interests in such other real property, and shall set forth a metes and bounds description of such other real property.

(e) Any amendment to this Declaration which changes the Parcel that is to be the Master Parcel need be executed only by those parties referred to in Paragraph 29.1 which hold their respective interests in the Parcel that theretofore constituted the Master Parcel and the Parcel that thereafter is to constitute the Master Parcel, and shall set forth a metes and bounds description of both of such Parcels.

Unless under the foregoing provisions of this Paragraph 29 it is a necessary party to the amendment in question, no Signatory, no other party which has, acquires or comes to have an interest in any portion of the Entire Tract, and no party which occupies or comes to occupy any portion of the Entire Tract, 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 Paragraph 27.

30. Supplements. The Owner of any portion of the Entire Tract 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 portion of the Entire Tract 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 portion of the Entire Tract in which the designated party is interested that is owned by the Owner executing the supplement; (c) a legal description of the portion of the Entire Tract covered by Paragraph 30(b); (d) the nature of the designated party's interest; and (e) 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.

31. Developer's Rights Assignable. All or any portion of the rights of Developer under this Declaration or in any way relating to the Entire Tract may be assigned in the sole discretion of Developer.

32. Contributions from Third Parties. Nothing in this Declaration shall 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.

33. Effect on Existing Leases. Notwithstanding any provision of this Declaration that may be construed to the contrary, if and to the extent any right, privilege, obligation or duty created or granted hereunder conflicts with or abridges any rights or privileges granted to a lessee under a lease affecting a Parcel which was executed prior to the recordation of this Declaration, such right, privilege, obligation or duty (to the extent, but only to the extent, it so conflicts or so abridges) shall take effect only when such lease terminates or when such lessee consents to this Declaration in a written and recorded instrument.

34. 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 portion of the Entire Tract, such Owner shall be relieved of all liabilities and obligations which under this Declaration are imposed upon the Owner of the portion of the Entire Tract concerned (except such liabilities or obligations as may have accrued as of the date of such transfer).

35. 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 any Signatory, Owner, Mortgagee, other party or circumstances should to any extent be invalid, the remainder of this Declaration or the application of such provision to Signatories, 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.

36. No Merger. The easements, covenants, restrictions and other provisions contained in this Declaration shall remain in full force and effect despite the fact that any of the Parcels or the Common Roadways may be owned by the same persons from time to time, it being the intention of the Signatories 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 Paragraph 38.

37. 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.

38. 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 such 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 29.1.

39. Rights of Parties With Interest In Same Parcel. The purpose of this Declaration is to create certain easements, covenants, restrictions and other provisions which are to apply 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.

40. Interpretation. All references herein to Paragraphs shall be deemed to be references to Paragraphs within this Declaration unless otherwise expressly set forth herein. All Exhibits referred to herein and attached hereto are hereby incorporated herein by this reference. The captions which precede the Paragraphs of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context or circumstance so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah.

DATED (for purposes of identification) as of the date first set forth above and executed by the Signatories on the respective dates appearing below.

2001 5038 PAF 701

IN WITNESS WHEREOF, this Declaration is executed as of the 10th day of November, 1986, by STANCOP ASSOCIATES JOINT VENTURE, a joint venture organized and existing under the laws of the State of Utah.

STANCOP ASSOCIATES JOINT VENTURE, a joint venture organized and existing under the laws of the State of Utah, by its two joint venturers:

STANCOP, LTD., a Utah limited partnership, by its sole general partner:

STANCOP, INC., a Utah corporation

By [Signature]
F. C. Stangl, III
President

NEW ENGLAND MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation, by its asset manager and advisor, hereunto duly authorized:

COPLEY REAL ESTATE ADVISORS, INC., a Massachusetts corporation

By [Signature]
its PRINCIPAL

ATTEST:

[Signature]
Elizabeth Ann Stangl
Secretary
[corporate seal]

ATTEST:

[Signature]
Title Principal
[corporate seal]

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

On this 11th day of November, 1986, personally appeared before me, F. C. Stangl III and Elizabeth Ann Stangl, the signers of the foregoing instrument, who being by me duly sworn, did say and duly acknowledge to me that they are the President and Secretary, respectively, of Stancop, Inc., a Utah corporation, the sole General Partner of Stancop, Ltd., a Utah limited partnership, a joint venturer of Stancop Associates Joint Venture, a joint venture organized and existing under the laws of the State of Utah, and that the foregoing instrument was signed on behalf of said corporation by authority of its bylaws or a resolution of its board of directors, and said F. C. Stangl III and Elizabeth Ann Stangl duly acknowledged to me that said corporation executed the same on behalf of said Stancop, Ltd., that said Stancop, Ltd. executed the same on behalf of said Stancop Associates Joint Venture, that said Stancop Associates Joint Venture executed the same, and that said partnership and joint venture executed the same pursuant to the authority set forth in their partnership agreement and joint venture agreement, respectively.

[Signature]
NOTARY PUBLIC
Residing in [Signature]

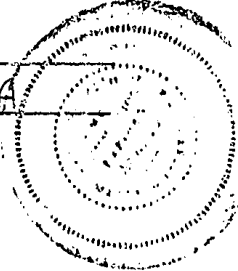
My Commission Expires:

[Signature]
Notary Public
MASSACHUSETTS

COUNTY OF SUFFOLK)
) ss.

On this 10th day of November, 1986, personally appeared before me, Michael M. Emery and Carol P. Kemp, the signers of the foregoing instrument, who being by me duly sworn, did say and duly acknowledge to me that they are the Principal and Assistant Clerk, respectively, of Copley Real Estate Advisors, Inc., a Massachusetts corporation, the asset manager and advisor, hereunto duly authorized of New England Mutual Life Insurance Company, a Massachusetts corporation, a joint venturer of Stancop Associates Joint Venture, a joint venture organized and existing under the laws of the State of Utah, and that the foregoing instrument was signed on behalf of said Copley Real Estate Advisors, Inc., by authority of its bylaws or a resolution of its board of directors, and said Principal and Assistant Clerk duly acknowledged to me that said Copley Real Estate Advisors, Inc. executed the same on behalf of said New England Mutual Life Insurance Company, that said New England Mutual Life Insurance Company executed the same by authority of its bylaws or a resolution of its board of directors, and on behalf of said Stancop Associates Joint Venture, that said Stancop Associates Joint Venture, executed the same, and that said joint venture executed the same pursuant to the authority set forth in its joint venture agreement.

Jodie A. Cash
NOTARY PUBLIC
Residing in Boston MA



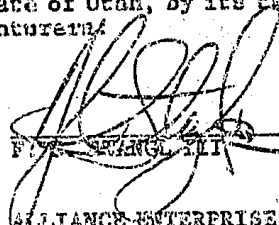
My Commission Expires:

JODIE ANN CASH
Notary Public
My Commission Expires April 13, 1988

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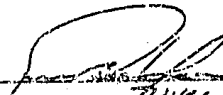
IN WITNESS WHEREOF, this Declaration is executed as of the 15th day of November, 1986, by STANGL-ALLIANCE, a joint venture organized and existing under the laws of the State of Utah, whose address is 4455 South 700 East, Suite 300, Salt Lake City, Utah 84107, Attention: F. C. Stangl III.


STANGL-ALLIANCE,
a joint venture organized and existing under the laws of the State of Utah, by its two joint venturers:


F. C. STANGL III

ALLIANCE ENTERPRISES, INC.,
a Utah corporation


ATTEST:

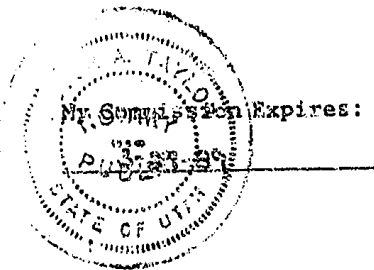

Title Notary Public
[corporate seal]

By 
Its President

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

On this 15th day of November, 1986, personally appeared before me, F. C. Stangl III, the signer of the foregoing instrument, who being by me duly sworn, did say and duly acknowledge to me that he is a joint venturer of Stangl-Alliance, a joint venture organized and existing under the laws of the State of Utah, and that said joint venture executed the same by authority of its joint venture agreement.

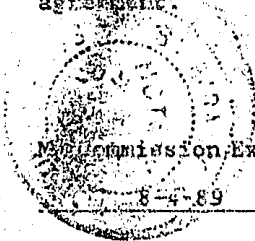

NOTARY PUBLIC
Residing in: Utah



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

On this 12th day of November, 1986, personally appeared before me E.H. Thronson and George B. Hofmann the signers of the foregoing instrument, who being by me duly sworn, did say and duly acknowledge to me that they are the President and Vice President, respectively, of Alliance Enterprises, Inc., a Utah corporation, a joint venturer of Stangl-Alliance, a joint venture organized and existing under the laws of the State of Utah, and that the foregoing instrument was signed on behalf of said corporation by authority of its bylaws or a resolution of its board of directors, and said E.H. Thronson and George B. Hofmann duly acknowledged to me that said corporation executed the same on behalf of said joint venture, and that said joint venture executed the same pursuant to the authority set forth in its joint venture agreement.



Barbara Thronson
NOTARY PUBLIC
Residing in Salt Lake City, Utah

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EXHIBIT A

to

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

DESCRIPTION OF COMMON ROADWAYS

The Common Roadways referred to in the foregoing instrument are located in the County of Salt Lake, State of Utah, and are more particularly described as follows:

2200 SOUTH STREET -- 50' RIGHT-OF-WAY:

Beginning at a point on the South line of 2200 South Street, said point being South 0°02'35" West 769.94 feet along the quarter section line and East 2709.93 feet from the Northwest Corner of the Northeast Quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 2°08'08" West 50.00 feet; thence North 87°51'52" East 629.73 feet; thence South 2°08'08" East 50.00 feet; thence South 87°51'52" West 629.73 feet to the point of beginning. Contains 0.7228 acres, more or less.

2250 SOUTH STREET -- 40' RIGHT-OF-WAY:

Beginning at a point on the North line of 2250 South Street, said point being South 0°02'35" West 1263.80 feet along the quarter section line and East 2939.55 feet from the Northwest Corner of the Northeast Quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence Easterly 45.71 feet along the arc of a 167.08 foot radius curve to the left (center bears North 15°40'34" East and long chord bears South 82°09'43" East 45.57 feet); thence East 45.11 feet; thence Easterly 128.72 feet along the arc of a 617.38 foot radius curve to the right (center bears South and long chord bears South 84°01'38" East 128.48 feet); thence Easterly 120.38 feet along the arc of a 577.38 foot radius curve to the left (center bears North 11°56'44" East and long chord bears South 84°01'38" East 120.16 feet; thence East 62.50 feet; thence South 40.00 feet; thence West 62.50 feet; thence Westerly 128.72 feet along the arc of a 617.38 foot radius curve to the right (center bears North and long chord bears North 84°01'38" West 128.48 feet; thence Westerly 120.38 feet along the arc of a 577.38 foot radius curve to the left (center bears South 11°56'44" West and long chord bears North 84°01'38" West 120.16 feet); thence West 45.11 feet; thence Westerly 45.71 feet along the arc of a 167.08 foot radius curve to the left (center bears South and long chord bears South 82°09'43" West 45.57 feet); thence North 52.43 feet to the point of beginning. Contains 0.3733 acres, more or less.

PARCELS N & O -- 30' RIGHT-OF-WAY:

Beginning at a point on the South line of 2250 South Street, said point being South 0°02'35" West 1335.88 feet along the quarter section line and East 3324.65 feet from the Northwest Corner of the Northeast Quarter

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of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence East 30.00 feet along said South line; thence South 475.93 feet to the North line of 2320 South Street; thence South 89°55'00" West 30.00 feet along said North line; thence North 477.02 feet to the point of beginning. Contains 0.3285 acres, more or less.

PARCELS S & T -- 30' RIGHT-OF-WAY:

Beginning at a point on the South line of 2200 South Street, said point being South 0°02'33" West 747.035 feet along the quarter section line and East 3324.21 feet from the Northwest Corner of the Northeast Quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 87°51'52" East 30.02 feet along said South line; thence South 549.97 feet to the North line of 2250 South Street; thence West 30.00 feet along said North line; thence North 548.55 feet to the point of beginning. Contains 0.3784 acres, more or less.

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EXHIBIT B

to

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

DESCRIPTION OF OTHER ROADWAYS

The Other Roadways referred to in the foregoing instrument are located in the County of Salt Lake, State of Utah, and are more particularly described as follows:

BEGINNING at a point on the existing East right-of-way line of Redwood Road (1700 West Street), said point being South $0^{\circ}02'35''$ West 1157.65 feet along the quarter section line and East 56.34 feet from the Northwest Corner of the Northeast Quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North $0^{\circ}04'26''$ East 42.96 feet along said East right-of-way line of Redwood Road; thence Southeasterly 23.12 feet along the arc of a 28.0 foot radius curve to the left (long chord bears South $68^{\circ}04'13''$ East 22.47 feet); thence North $88^{\circ}16'40''$ East 505.77 feet; thence Northeasterly 193.97 feet along the arc of a 236.31 foot radius curve to the left (long chord bears North $64^{\circ}45'47''$ East 188.57 feet); thence Northeasterly 292.19 feet along the arc of a 472.54 foot radius curve to the right (long chord bears North $58^{\circ}57'44''$ East 287.56 feet); thence North $76^{\circ}40'34''$ East 449.13 feet; thence Easterly 187.68 feet along the arc of a 461.05 foot radius curve to the right (long chord bears North $88^{\circ}20'17''$ East 186.39 feet); thence Southeasterly 106.50 feet along the arc of a 369.99 foot radius curve to the right (long chord bears South $71^{\circ}43'13''$ East 106.14 feet); thence Easterly 181.41 feet along the arc of a 392.32 foot radius curve to the left (long chord bears South $76^{\circ}45'13''$ East 179.79 feet); thence Northeasterly 186.32 feet along the arc of a 402.94 foot radius curve to the left (long chord bears North $76^{\circ}45'13''$ East 184.66 feet); thence North $63^{\circ}30'25''$ East 66.58 feet; thence Easterly 150.29 feet along the arc of a 353.52 foot radius curve to the right (long chord bears North $75^{\circ}41'09''$ East 149.16 feet); thence North $87^{\circ}51'52''$ East 425.89 feet; thence South $2^{\circ}08'08''$ East 50.0 feet; thence Westerly and Southerly 43.98 feet along the arc of a 28.0 foot radius curve to the left (long chord bears South $42^{\circ}51'52''$ West 39.60 feet); thence South $2^{\circ}03'08''$ East 135.0 feet; thence Southeasterly 79.33 feet along the arc of a 101.88 foot radius curve to the left (long chord bears South $24^{\circ}26'29''$ East 77.34 feet); thence South $46^{\circ}44'49''$ East 68.45 feet; thence Southerly 110.71 feet along the arc of a 135.69 foot radius curve to the right (long chord bears South $23^{\circ}22'25''$ East 107.66 feet); thence South 280.0 feet; thence Southwesterly 107.78 feet along the arc of a 220.49 foot radius curve to the right (long chord bears South $14^{\circ}00'11''$ West 106.71 feet); thence South $28^{\circ}00'22''$ West 51.52 feet; thence Southerly 88.18 feet along the arc of a 179.87 foot radius curve to the left (long chord bears South $13^{\circ}37'41''$ West 87.30 feet); thence South $0^{\circ}05'00''$ East 150.0 feet to the Northerly right-of-way line of 2220 South Street; thence South

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89°55'00" West 40.0 feet along said North line of 2320
 South Street; thence North 0°05'00" West 130.0 feet;
 thence Northeasterly 107.79 feet along the arc of a
 219.37 foot radius curve to the right (long chord bears
 North 13°57'41" East 106.72 feet); thence North
 28°00'22" East 51.52 feet; thence Northerly 88.22 feet
 along the arc of a 180.49 foot radius curve to the left
 (long chord bears North 14°00'11" East 87.35 feet);
 thence North 280.0 feet; thence Northwesterly 78.07
 feet along the arc of a 95.09 foot radius curve to the
 left (long chord bears North 23°22'25" West 75.92
 feet); thence North 46°44'49" West 68.45 feet; thence
 Northerly 110.47 feet along the arc of a 141.88 foot
 radius curve to the right (long chord bears North
 24°26'29" West 107.70 feet); thence North 2°08'08" West
 135.0 feet; thence Northwesterly 43.98 feet along the
 arc of a 28.0 foot radius curve to the left (long chord
 bears North 47°08'08" West 39.60 feet); thence South
 37°51'52" West 329.89 feet; thence Southwesterly 129.03
 feet along the arc of a 303.52 foot radius curve to the
 left (long chord bears South 75°41'09" West 128.06
 feet); thence South 63°30'25" West 66.58 feet; thence
 Westerly 209.44 feet along the arc of a 452.94 foot
 radius curve to the right (long chord bears South
 76°43'13" West 207.57 feet); thence Northwesterly
 204.52 feet along the arc of a 442.32 foot radius curve
 to the right (long chord bears North 76°45'13" West
 202.71 feet); thence Northwesterly 92.11 feet along the
 arc of a 319.99 foot radius curve to the left (long
 chord bears North 71°45'13" West 91.79 feet); thence
 Southwesterly 167.33 feet along the arc of a 411.05
 foot radius curve to the left (long chord bears South
 88°20'17" West 166.18 feet); thence South 76°40'34"
 West 449.13 feet; thence Southwesterly 261.27 feet
 along the arc of a 422.54 foot radius curve to the left
 (long chord bears South 58°57'44" West 257.13 feet);
 thence Southwesterly 235.01 feet along the arc of a
 286.31 foot radius curve to the right (long chord bears
 South 64°45'47" West 228.47 feet); thence South
 88°16'40" West 505.77 feet; thence Southwesterly 33.29
 feet along the arc of a 28.0 foot radius curve to the
 left (long chord bears South 54°13'18" West 31.36 feet)
 to the East right-of-way line of Redwood Road; thence
 North 0°04'26" East 33.74 feet along said East line of
 Redwood Road; thence North 89°55'34" East 3.0 feet
 along said East line of Redwood Road to the point of
 BEGINNING. Containing 4.209 acres, more or less.

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EXHIBIT C

to

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

DESCRIPTION OF PARCELS

The ten (10) parcels referred to in the foregoing instrument are located in the County of Salt Lake, State of Utah, and are more particularly described as follows:

PARCEL K:

BEGINNING South 0°02'35" West 1579.03 feet along the quarter section line and East 2763.18 feet from the Northwest Corner of the Northeast Quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence East 279.15 feet; thence South 234.95 feet to the Northerly right-of-way line of 2320 South Street; thence South 89°55'00" West 290.89 feet along said Northerly right-of-way line of 2320 South Street; thence Westerly and Northerly 23.24 feet along the arc of a 28.00 foot non-tangent radius curve to the right (long chord bears North 23°51'55" West 22.58 feet); thence North 0°05'00" West 130.00 feet; thence Northeasterly 88.18 feet along the arc of a 179.37 foot radius curve to the right (long chord bears North 13°57'41" East 87.30 feet) to the point of beginning.

PARCEL L:

Beginning South 0°02'35" West 1363.12 feet along the quarter section line and East 2813.03 feet from the Northwest Corner of the Northeast Quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence Northeasterly 19.46 feet along the arc of a 15.00 foot radius curve to the right (long chord bears North 37°09'43" East 18.12 feet); thence North 74°19'26" East 120.11 feet; thence Northeasterly 45.71 feet along the arc of a 167.08 foot radius curve to the right (long chord bears North 82°09'43" East 45.57 feet); thence East 8.26 feet; thence South 269.02 feet; thence West 230.01 feet; thence North 28°00'22" East 51.52 feet; thence Northerly 107.78 feet along the arc of a 220.49 foot radius curve to the right (long chord bears North 14°00'11" East 106.71 feet); thence North 66°89' feet to the point of beginning.

PARCEL M:

Beginning at a point on the North line of 2320 South Street, said point being South 0°02'35" West 1613.32 feet along the quarter section line and East 3042.51 feet from the Northwest Corner of the Northeast Quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 230.095 feet; thence East 126.665 feet; thence South 0°05'00" East 229.91 feet to said North line; thence South 89°55'00" West 127.00 feet along said North line

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to the point of beginning. Contains 0.6697 acres, more or less.

PARCEL N:

Beginning at a point on the North line of 2320 South Street, said point being South 0°02'35" West 1813.13 feet along the quarter section line and East 3169.51 feet from the Northwest Corner of the Northeast Quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 0°05'00" West 229.91 feet; thence East 170.83 feet; thence South 229.66 feet to said North line; thence South 89°55'00" West 170.50 feet along said North line to the point of beginning. Contains 0.9003 acres, more or less.

PARCEL O:

Beginning at a point on the South line of 2250 South Street, said point being South 0°02'35" West 1310.01 feet along the quarter section line and East 2992.99 feet from the Northwest Corner of the Northeast Quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence East 36.85 feet along said South line; thence Easterly 120.38 feet along the arc of a 577.38 foot radius curve to the right (center bears South and long chord bears South 84°01'38" East 120.16 feet) along said South line; thence Easterly 128.72 feet along the arc of a 617.38 foot radius curve to the left (center bears North 12°56'44" East and long chord bears South 84°01'38" East 128.48 feet) along said South line; thence East 62.50 feet along said South line; thence South 247.34 feet; thence West 297.50 feet; thence North 4.19 feet; thence West 49.14 feet; thence North 269.02 feet to the point of beginning. Contains 2.0580 acres, more or less.

PARCEL P:

Beginning at a point on the East line of 1300 West Street, said point being South 0°02'35" West 1099.79 feet along the quarter section line and East 2803.20 feet from the Northwest Corner of the Northeast Quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence East 276.63 feet; thence South 172.10 feet to the North line of 2250 South Street; thence Westerly 48.21 feet along the arc of a 617.38 foot radius curve to the left (center bears South 4°28'25" West and long chord bears North 87°45'49" West 42.19 feet) along said North line; thence West 45.11 feet along said North line; thence Westerly 45.71 feet along the arc of a 167.08 foot radius curve to the right (center bears North and long chord bears North 82°09'43" West 45.57 feet) along said North line; thence North 74°19'29" West 120.11 feet along said North line; thence Northwesterly 19.46 feet along the arc of a 15.00 foot radius curve to the right (center bears North 15°40'34" East and long chord bears North 37°09'43" West 18.12 feet) along said North line to said East line of 1300 West Street; thence North 66.89 feet along said East line; thence Northwesterly 51.44 feet along the arc of a 135.69 foot radius curve to the left (center bears West and long chord bears North 10°51'36" West 51.13 feet) along said East line

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to the point of beginning. Contains 0.9675 acres, more or less.

PARCEL Q:

Beginning at a point on the East line of 1300 West Street, said point being South 0°02'35" West 911.39 feet along the quarter section line and East 2687.29 feet from the Northwest Corner of the Northeast Quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 82°57'54" East 38.81 feet; thence North 87°51'52" East 105.00 feet; thence North 32.59 feet; thence North 87°51'52" East 157.11 feet; thence South 225.67 feet; thence West 184.63 feet to said East line; thence Northwesterly 59.27 feet along the arc of a 135.69 foot radius curve to the left (center bears South 68°16'48" West and long chord bears North 34°14'00" West 58.80 feet) along said East line; thence North 46°44'49" West 68.45 feet along said East line; thence Northwesterly 79.325 feet along the arc of a 101.88 foot curve to the right (center bears North 43°15'11" East and long chord bears North 24°26'28" West 77.54 feet) along said East line; thence North 2°08'08" West 22.50 feet along said East line to the point of beginning. Contains 1.2191 acres, more or less.

PARCEL R:

Beginning at a point on the East line of 1300 West Street, said point being South 0°02'35" West 798.97 feet along the quarter section line and East 2683.01 feet from the Northwest Corner of the Northeast Quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence Northeasterly 43.98 feet along the arc of a 28.00 foot radius curve to the right (center bears North 87°51'52" East and long chord bears North 42°51'52" East 39.60 feet) along said East line to the South line of 2200 South Street; thence North 87°51'52" East 259.23 feet along said South line; thence South 2°08'08" East 114.45 feet; thence South 87°51'52" West 142.755 feet; thence South 32.59 feet; thence South 87°51'52" West 105.00 feet; thence North 82°27'54" West 38.81 feet to the East line of 1300 West Street; thence North 2°08'08" West 112.50 feet along said East line to the point of beginning. Contains 0.8555 acres, more or less.

PARCEL S:

Beginning at a point on the South line of 2200 South Street, said point being South 0°02'35" West 760.28 feet along the quarter section line and East 2968.97 feet from the Northwest Corner of the Northeast Quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 87°51'52" East 370.50 feet along said South line; thence South 94.93 feet; thence West 120.00 feet; thence South 24.07 feet; thence South 87°51'52" West 246.15 feet; thence North 2°08'08" West 114.45 feet to the point of beginning. Contains 0.0977 acres, more or less.

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PARCEL T:

Beginning at a point on the North line of 2250 South Street, said point being South $0^{\circ}02'35''$ West 1271.89 feet along the quarter section line and East 3077.96 feet from the Northwest Corner of the Northeast Quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 172.10 feet; thence West 90.00 feet; thence North 225.67 feet; thence North $87^{\circ}51'52''$ East 231.80 feet; thence North 24.07 feet; thence East 120.00 feet; thence South 454.47 feet to said North line; thence West 62.50 feet along said North line; thence Westerly 120.38 feet along the arc of a 577.38 foot radius curve to the right (center bears North and long chord bears North $94^{\circ}01'38''$ West 120.16 feet) along said North line; thence Westerly 80.51 feet along the arc of a 617.38 foot radius curve to the left (center bears South $11^{\circ}56'44''$ West and long chord bears North $81^{\circ}47'25''$ West 80.455 feet) along said North line to the point of beginning. Contains 3.0663 acres, more or less.

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