

6895235
03/18/98 10:48 AM 70.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
REC BY: R JORDAN , DEPUTY - WI

When recorded, please return to:
Bryce D. Panzer
Blackburn & Stoll, LC
77 West 200 South, Suite 400
Salt Lake City, Utah 84101

6895235

RESTRICTIVE COVENANTS, EASEMENT AND MAINTENANCE AGREEMENT

This Restrictive Covenants, Easement and Maintenance Agreement (the "Agreement") is made and entered into this 24th day of February, 1998, by and between Mariemont Holdings, LLC, a Utah limited liability company, and SDP Holdings, LLC, a Utah limited liability company, with respect to the following.

RECITALS

- A. Mariemont is the owner of the Shopping Center (as defined below).
- B. The Shopping is operated as a shopping center known as the "Sandy Mall," and is comprised of retail, restaurant and other commercial space.
- C. SDP Holdings is the owner of the Office Property (as defined below). The Office Property is currently vacant land, except for a parking lot located on a portion thereof. The intended development of the Office Property is to construct low rise office buildings, to subject the Office Property to a condominium declaration, and to sell the various condominium units to third parties.
- D. Mariemont and SDP Holdings desire to enter into this Agreement for the purposes of establishing easements on their respective parcels, providing certain parking rights to the Office Property, providing for the payment of common expenses, and providing for certain restrictions on the Office Property, upon the following terms and conditions.

TERMS AND CONDITIONS

- 1. Definitions. The following terms as used in this Agreement shall have the following definitions:
 - 1.1 "Shopping Center" shall mean the real estate described in Exhibit "A" attached hereto.
 - 1.2 "Office Property" shall mean the real estate described in Exhibit "B" attached hereto.
 - 1.3 "Mall Common Areas" shall mean the areas of the Shopping Center which are intended for public access and use, from time to time, including but not limited to

BK7913PG0635

LTC # 19204.

those areas that are used for vehicular driving, parking, pedestrian traffic, directional signs, sidewalks, walkways and landscaping. Mall Common Areas do not include areas of the Shopping Center that are, from time to time, leased or intended to be leased to a third party or used or intended to be used by Mariemont. Canopies which extend over Mall Common Areas, and any supporting structures for same, are a portion of the building to which they are attached and are not a part of the Mall Common Areas.

1.4 "Office Common Areas" shall mean the areas of the Office Property which are intended for public access and use, from time to time, including but not limited to those areas that are used for vehicular driving, parking, pedestrian traffic, directional signs, sidewalks, walkways and landscaping. Office Common Areas do not include areas of the Office Property that are, from time to time, leased or intended to be leased to a third party or used or intended to be used by SDP Holdings. Canopies which extend over Office Common Areas, and any supporting structures for same, are a portion of the building to which they are attached and are not a part of the Office Common Areas.

1.5 "Mariemont" shall mean Mariemont Holdings, LLC, as of the date of execution of this Agreement, and the person or persons that are thereafter the owner(s) of the Shopping Center from time to time.

1.6 "SDP Holdings" shall mean SDP Holdings as of the date of execution of this Agreement, and the person or persons that are thereafter the owner(s) of the Office Property from time to time.

1.7 "Service Facilities" shall mean loading docks, trash enclosures, shipping and receiving areas, and other areas exterior to or adjacent to a service area of a building intended for the exclusive use of one or more of the occupants of such building.

1.8 "Lienholder" shall mean the holder of any mortgage, deed of trust, or similar security instrument securing payment of a debt or performance of an obligation and encumbering any portion of the Shopping Center or Office Property.

1.9 "Person" shall mean and include an individual, partnership, firm, association, corporation, trust, governmental agency, administrative tribunal, and any other form of business or legal entity.

2. Parking. Mariemont agrees that SDP Holdings shall have the right to use up to 105 parking stalls located on the Mall Common Areas (the "Parking Stalls"), in order to meet the zoning requirements imposed by Sandy City for the construction of the improvements to be located on the Office Property. SDP Holdings shall provide, within the confines of the Office Property, all additional parking stalls required to meet zoning requirements. The Parking Stalls are not specifically identified and SDP Holdings shall not be entitled to the dedication or reservation of any particular parking stalls. 105 is the maximum number of

Parking Stalls that Mariemont is required to make available to SDP Holdings under this Agreement (or upon termination of this Agreement, as provided in Articles 15.2 or 15.3 below), and SDP Holdings is not entitled to the use of any additional stalls based upon cross-use credits that may be available under applicable zoning requirements.

3. Easement on Mall Common Areas. Mariemont grants and conveys to SDP Holdings, for the benefit of the Office Property and for the use of SDP Holdings, its tenants, employees, agents, customers and invitees, and the customers, employees and invitees of such tenants, a nonexclusive easement for ingress and egress to the Office Property by vehicular and pedestrian traffic, and for vehicular parking as set forth in Section 2 above, upon, over and across the Mall Common Areas (excluding the Service Facilities), upon the following terms and conditions:

3.1 Rules and regulations. The uses of the easement shall be subject to such reasonable rules and regulations as may be established by Mariemont from time to time to the extent that such rules and regulations are generally applicable to tenants of the Shopping Center. Such rules and regulations may include reasonable restrictions on the areas in which employees of occupants of the Shopping Center and Office Property may park.

3.2 Right to restrict and re-locate easement. Mariemont shall have the right to restrict the easement granted hereby to certain portions of the Mall Common Areas as specified by Mariemont, and to locate and/or re-locate the easement to certain portions of the Mall Common Areas, so long as:

(1) The Office Property is afforded reasonable access to and from 700 East Street.

(2) The Parking Stalls described in Section 2 above are accessible from the Office Property without having to cross any of the Mall Common Areas on which the easement has been restricted or withdrawn.

In the event the easement is so restricted, located and/or re-located, the obligations of Mariemont with respect to the Mall Common Areas stated in this Agreement shall be limited to the areas to which the easement is so restricted, located and/or re-located. Any such restriction, location and/or re-location shall be evidenced by an instrument in writing, executed by Mariemont, which instrument may be recorded.

4. Utility Easement to Office Property. Mariemont hereby grants to SDP Holdings, for the benefit of the Office Property, a nonexclusive easement under, through and across the Mall Common Areas for water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones or electrical conduits or systems, gas mains and other public utilities and service easements. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or

surface of such easements. The construction and use of such easement facilities shall not unreasonably interfere with the normal operation of any business in the Shopping Center. SDP Holdings shall bear all costs related to the installation, operation, maintenance, repair or replacement of such easement facilities and for use of the easement, and shall repair or cause to be repaired to the original specifications any damage to the Mall Common Areas resulting from such construction and/or use. SDP Holdings shall furnish to Mariemont as-built plans for all such facilities within thirty (30) days after the date of completion of construction thereof.

Prior to SDP Holdings utilizing the easement granted in this Section to install, relocate or remove any utilities, SDP Holdings shall first provide Mariemont with a written statement describing the need for such easement and identifying the proposed location of the utilities, and the location and width of any utilities shall be subject to the prior written approval of Mariemont, which approval shall not be unreasonably withheld. The parties agree that they shall endeavor to locate all such utility facilities directly between the Office Property and 700 East Street to the extent reasonably possible. SDP Holdings shall indemnify, defend and hold harmless Mariemont from all claims and liabilities in connection with the use, installation, maintenance and removal of such utilities.

So long as doing so does not materially and adversely affect the Shopping Center and subject to any necessary approvals required of Lienholders on the Shopping Center and the various utility providers, Mariemont shall permit SDP Holdings to use utility lines and connections located on the Shopping Center or Office Property as of the date of this Agreement. Any connections shall be made in such a fashion as to permit separate metering of utilities by the providers. Furthermore, such connections shall be permitted only if the existing capacities of the service lines (particularly the storm sewers) are sufficient to handle anticipated additional usage or load. In no event shall Mariemont have any obligation to furnish to SDP Holdings any utility service whatsoever. SDP Holdings shall pay all costs associated with using and/or extending such existing service lines (including any connection or impact fees), including all costs of repairing and restoring the Shopping Center to its original condition.

At any time and from time to time, Mariemont shall have the right to relocate on the Shopping Center any utility line or facility installed pursuant to the foregoing grant of easement, provided that any such relocation (i) shall be performed only after thirty (30) days notice of Mariemont's intention to undertake the relocation shall have been given to SDP Holdings, (ii) shall not unreasonably impair the usefulness or function of the utility line or facility (excepting any temporary interruption occasioned by the physical relocation), and (iii) shall be performed without cost or expense to SDP Holdings.

5. Easement on Office Common Areas. SDP Holdings grants and conveys to Mariemont, for the benefit of Mariemont, its tenants, employees, agents, customers and invitees, and the customers, employees and invitees of such tenants, a nonexclusive easement

for ingress and egress to the Shopping Center by vehicular and pedestrian traffic, and for vehicular parking, upon, over and across the Office Common Areas (excluding the Service Facilities), upon the following terms and conditions:

5.1. Rules and regulations. The uses of the easement shall be subject to such reasonable rules and regulations as may be established by SDP Holdings from time to time to the extent that such rules and regulations are generally applicable to tenants and/or owners of the Office Property.

6. Utility Easement to Shopping Center. SDP Holdings hereby grants to Mariemont, for the benefit of the Shopping Center, a nonexclusive easement under, through and across the Office Common Areas for water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones or electrical conduits or systems, gas mains and other public utilities and service easements. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of such easements. The construction and use of such easement facilities shall not unreasonably interfere with the normal operation of any business in the Office Property. Mariemont shall bear all costs related to the installation, operation, maintenance, repair or replacement of such easement facilities and for use of the easement, and shall repair or cause to be repaired to the original specifications any damage to the Office Common Areas resulting from such construction and/or use. Mariemont shall furnish to SDP Holdings as-built plans for all such facilities within thirty (30) days after the date of completion of construction thereof.

Prior to Mariemont utilizing the easement granted in this Section to install, relocate or remove any utilities, Mariemont shall first provide SDP Holdings with a written statement describing the need for such easement and identifying the proposed location of the utilities, and the location and width of any utilities shall be subject to the prior written approval of SDP Holdings, which approval shall not be unreasonably withheld. Mariemont shall indemnify, defend and hold harmless SDP Holdings from all claims and liabilities in connection with the use, installation, maintenance and removal of such utilities.

At any time and from time to time, SDP Holdings shall have the right to relocate on the Office Property any utility line or facility installed pursuant to the foregoing grant of easement, provided that any such relocation (i) shall be performed only after thirty (30) days notice of the SDP Holdings' intention to undertake the relocation shall have been given to Mariemont; (ii) shall not unreasonably impair the usefulness or function of the utility line or facility (excepting any temporary interruption occasioned by the physical relocation), and (iii) shall be performed without cost or expense to Mariemont.

SDP Holdings also grants to Mariemont a nonexclusive easement under, through and across the Office Property for any presently existing water drainage systems or structures,

water mains, sewers, water sprinkler system lines, telephones or electrical conduits or systems, gas mains and other public utilities and service easements located on the Office Property.

7. Maintenance of Common Areas. Mariemont and SDP Holdings (from and after completion of construction of improvement on the Office Common Areas) shall maintain the common areas on their respective parcels in a first-class manner and condition and in accordance with standards generally applicable to first-class shopping centers and office buildings in Salt Lake County, Utah, and in accordance with all applicable laws, governmental rules, regulations and requirements. Such maintenance shall include but not be limited to:

7.1 Maintenance, repair and replacement of surface and subsurface parking lot and driveways to maintain it in a level, smooth and evenly covered condition with a type of materials originally constructed thereon or such substitutes as will in all respects be equal to the materials and quality, appearance and durability.

7.2 Maintenance, care and replacement of all grass, shrubs and landscaping, including but not limited to, the fertilizing, watering, mowing and trimming thereof, and maintaining, repairing or replacing (when necessary) automatic sprinkler systems and water lines.

7.3 Removal of paper, debris, ice, snow, refuse and other hazards to persons using said areas and washing and thoroughly cleaning and sweeping paved areas as required.

7.4 Maintenance, repair and replacement of such parking area entrance, exit and directional signs, markers and lights as will be reasonably required from time to time, and such painting and repainting as may be required to maintain the parking area and equipment installed thereon in high quality condition.

7.5 Maintenance, repair and replacement of lighting facilities, walls, storm drains, sewer lines and other utility lines and facilities and all other portions of the common areas in an attractive, serviceable and functional condition.

7.6 The maintenance obligations shall include the obligation to maintain, repair and replace any common area facilities damaged by casualty, including uninsured casualty.

7.7 Trash receptacles shall be maintained in sufficient quantity to accommodate the trash and wastes generated by the respective parcels.

7.8 Snow removal shall be handled so as to restrict removed snow to the parcel on which it was originally located. In the event Mariemont permits SDP Holdings to use any portion of the Mall Common Areas for snow removal purposes, such permission shall

be revocable at any time and the mall manager shall have the authority to designate the areas in which snow may be placed.

8. Payment of Common Expense; Real Estate Taxes.

8.1 Common Expenses. SDP Holdings agrees to pay to Mariemont a "Proportionate Share," as defined below, of the "Common Expenses" incurred by Mariemont in maintaining, repairing and replacing the Mall Common Areas. SDP Holdings' obligation to pay a Proportionate Share of Common Expenses shall commence upon the date of this Agreement, provided, however, that in the event construction is not commenced on the Office Property within six (6) months of the date hereof, then, upon written request by SDP Holdings, such obligation to pay shall thereafter abate until construction commences. The "Common Expenses" shall mean and include the total cost and expense incurred in operating, maintaining, repairing and replacing the Mall Common Areas, including, without limitation, utility expenses, personal property taxes and assessments on the Common Area improvements and equipment; insurance procured by Mariemont pursuant to Section 13 hereof; casualty insurance for the Mall Common Areas; maintenance, repair and replacement of Mall Common Areas pavement and equipment, if any; maintenance and cleaning of the Mall Common Areas; security services; gardening and landscaping, repairs, line painting, lighting, sanitary control, removal of snow, trash, rubbish, garbage, and other refuse, and ten percent (10%) of all the foregoing costs to cover administrative and overhead costs.

SDP Holdings' "Proportionate Share" shall be eight percent (8%). In the event that Mariemont restricts, locates or re-locates the easement granted hereunder, the following provisions shall apply: (i) the "Common Expenses" shall be limited to such expenses incurred with respect to the area to which the easement is restricted, located, or re-located; and (ii) "Proportionate Share" shall be renegotiated between the parties, based upon the parties' respective usage of the area as restricted, located, or re-located.

SDP Holdings' Proportionate Share of the expenses and charges set forth above shall be computed on the basis of periods of twelve (12) consecutive calendar months as designated by Mariemont (which shall be the calendar year until otherwise designated by Mariemont) and estimated payments toward the same shall be made by SDP Holdings in equal installments in advance on the first day of each calendar month, commencing the first day of the calendar month following execution of this Agreement. Within sixty (60) days after the end of each twelve (12) month period, Mariemont shall furnish to SDP Holdings a statement showing the actual Common Expenses for the preceding period and any adjustments to be made as a result thereof. In the case of deficiency, SDP Holdings shall within ten (10) days remit the amount of such deficiency to Mariemont. In the case of a surplus, Mariemont shall apply such surplus to payments next falling due from SDP Holdings under this Article. Failure of Mariemont to furnish SDP Holdings with a timely statement shall in no way result in a waiver of, or otherwise preclude Mariemont from collecting the full amounts of, SDP Holdings' Proportionate Share of the Common Expenses, whether retroactively or otherwise, after such notice is given.

SDP Holdings may audit the expenses paid by Mariemont, at SDP Holdings' expense. If the audit reveals that the amounts charged to SDP Holdings for actual expenses (as opposed to estimated expenses) exceeded actual expenses by more than five percent (5%), then Mariemont shall reimburse SDP Holdings for the cost of the audit.

8.2 Real Estate Taxes. SDP Holdings shall pay to Mariemont a "Proportionate Share" of the real estate taxes and assessments (including assessments for special improvement districts or similar local improvements, such as curb and gutter, streets and/or paving, lighting, sewer, etc.) assessed against the Shopping Center, but not including such real estate taxes and assessments to the extent they are assessed on the value of the buildings located on the Shopping Center (hereinafter, the "Taxes"), which Proportionate Share shall be determined as follows. The "Proportionate Share" of SDP Holdings shall be a fraction, the numerator of which shall be 36,750 square feet (the agreed area attributable to 105 parking stalls) and the denominator of which shall be the square-foot area of the land in the Shopping Center (presently 1,243,638 square feet, or 28.55 acres). For the calendar year 1998, SDP Holdings' Proportionate Share of Taxes shall be prorated for the period of SDP Holdings' ownership of the Office Property.

In the event the assessments are contested or protested by Mariemont, SDP Holdings shall pay to Mariemont the amount due on the value as assessed. SDP Holdings shall be entitled to a credit or rebate based upon the final outcome of the protest, provided, however, that SDP Holdings shall pay a proportionate share of the costs of such protest in the event a reduction in value is obtained.

Payments by SDP Holdings shall be made to Mariemont no later than fifteen (15) days prior to the date the Taxes are due to the taxing authorities.

9. Construction and Maintenance on Office Property.

9.1 Type and Design of Buildings. Each building on the Office Property shall be of first quality construction and architecturally designed so that its exterior elevation (including signs) and color will be architecturally and aesthetically pleasing and compatible and harmonious with the buildings in the Shopping Center. No building on the Office Property may be constructed nor the exterior of any existing building materially changed without the prior written approval of Mariemont as to the exterior design, color and elevations of the building to be constructed or modified, which approval shall not be unreasonably withheld. Mariemont may consider, among other factors, the preservation or maintenance of sight lines for existing tenants and future development on the Shopping Center. The combined building square footage located on the Office Property shall not exceed 49,152 square feet.

9.2 Maintenance. SDP Holdings shall maintain or cause to be maintained the exteriors of the buildings located on the Office Property in first class condition.

9.3 Construction Requirements. All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any building on the Office Property or the Office Common Areas shall be effected as expeditiously as possible and in such a manner as not to interfere with, obstruct or delay use of the Mall Common Areas, and shall be performed in accordance with all applicable statutes, ordinances, and building codes. No portion of the Mall Common Areas shall be used for staging of construction on the Office Property without the prior written consent of Mariemont, which use will be in the sole discretion of Mariemont. SDP Holdings shall be primarily and directly responsible for any damage caused to the Mall Common Areas in connection with construction on the Office Property, or by persons working on the Office Property, and, as requested by Mariemont, SDP Holdings shall either cause such damage to be promptly repaired or shall pay the reasonable costs of repairing such damage. SDP Holdings shall be responsible for the costs of all landscaping, reconfiguration of parking or other Mall Common Areas, and other alterations of the Mall Common Areas, as may be approved by Mariemont, that are required by Sandy City in connection with the construction on the Office Property.

Initial construction of the buildings on the Office Property shall be completed within twelve (12) months of the date of commencement. Once commenced, construction shall proceed with due diligence and without material delay, except as may be caused by weather. Inasmuch as the failure of SDP Holdings to complete construction of the improvements on the Office Property shall create an unsightly and undesirable condition on the Office Property that will adversely affect the Shopping Center and its tenants, it is agreed that in the event construction is terminated prior to completion, or construction is suspended prior to completion and such suspension continues for a period in excess of three (3) months, then Mariemont shall have the following rights and remedies. Mariemont shall first give notice to SDP Holdings that it intends to avail itself of the remedies set forth in this section. If construction has not resumed within two (2) months from the giving of such notice, or if construction is not (after resumption) thereafter prosecuted to completion with due diligence and without material delay, then Mariemont shall be entitled to require SDP Holdings to raze and remove all uncompleted structures and debris from the Office Property and to cover the affected property by asphalt parking and appropriate landscaping. Such rights and remedies shall be specifically enforceable by a court.

10. Use Restrictions on Office Property. The Office Property shall be subject to the following restrictions:

10.1 Permitted Uses. The Office Property shall be used only for office space, except as may otherwise be permitted in writing by Mariemont (the permitted uses are referred to herein as "Permitted Uses").

10.2 Nuisance. No part of the Office Property shall be used for any purpose that is obnoxious, or that constitutes a public or private nuisance, or produces objectionable noise, light or vibration. No part of the Office Property shall be used as a (i)

gymnasium, racquet club or spa, or skating rink; (ii) meeting hall; (iii) off-track betting establishment; (iv) for the renting, leasing or selling of or displaying for the purpose of renting, leasing or selling of any boat, motor vehicle or trailer, or as an automobile body shop, car wash, or automotive repair facility; (v) dance hall, amusement park, carnival, banquet facility, or other similar entertainment facility, or pool hall, or video game room, arcade or other amusement center; (vi) hotel or motor inn, tavern, bar, disco or nightclub, or "adult" book store; (vii) any manufacturing or warehouse use; (viii) funeral parlor, animal breeding or storage, pawn shop, flea market or swap meet, junk yard; (ix) drilling for and/or removal of subsurface substances, dumping disposal, incineration or reduction or garbage or refuse.

10.3 No Drive Through Facilities. No facility featuring vehicular drive-up or drive through customer service shall be located on the Office Property.

10.4 No Retail or Restaurant Use. The Office Property shall not be used for retail or restaurant purposes.

10.5 Additional Specific Restrictions. Without limiting the generality of the restrictions contained herein, the Office Property shall not be used for any of the following uses without first obtaining the written permission of Mariemont:

- A. A bank, savings and loan, thrift or similar financial institution.
- B. Sale of office supplies and/or office equipment.
- C. Chiropractic services.
- D. Dental or dentistry services.
- E. A school or other educational or training facility.
- F. Weight loss clinic.

10.6 No Use That Increases Parking Load. No use shall be made of the Office Property that increases the requirements for parking under applicable government regulations or codes, or special use or zoning permits, beyond the number of Parking Stalls permitted to be used by SDP Holdings hereunder plus the number of parking stalls located on the Office Property.

11. Casualty and Condemnation.

11.1 Office Property. Mariemont shall not be entitled to, and hereby expressly waives all claim to, any condemnation award for any taking of all or any portion of the Office Property, and all such awards shall belong to SDP Holdings. Mariemont, however,

shall have the right to claim from the condemning authority, but not from the SDP Holdings, such compensation as may be recoverable by Mariemont in its own right for damages relating to the Shopping Center.

In the event all or any portion of any building on the Office Property is (i) damaged or destroyed by fire or other casualty, or (ii) take or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, the owner of such building shall promptly restore or cause to be restored the remaining portion of such building or, in lieu thereof, shall remove or cause to be removed the damaged portion of such building together with all rubble and debris related thereto. Any such area on which a building is not reconstructed following a casualty or condemnation shall be graded by the owner to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the Shopping Center or any portion thereof, shall be covered by a asphalt parking and appropriate landscaping, and shall be kept weed free and clean at the owner's sole cost and expense.

If the entirety of the Office Property is taken by exercise of the power of eminent domain, then this Agreement shall terminate.

11.2 Shopping Center. SDP Holdings shall not be entitled to, and hereby expressly waives all claim to, any condemnation award for any taking of all or any portion of the Shopping Center, and all such awards shall belong to Mariemont. SDP Holdings, however, shall have the right to claim from the condemning authority, but not from Mariemont, such compensation as may be recoverable by SDP Holdings in its own right for damages relating to the Office Property.

12. Indemnification. Mariemont and SDP Holdings agree to indemnify, defend and hold harmless each other, and the occupants of their respective parcels, from and against any liability, claims, damages, and expenses (including reasonable attorney's fees), for injury to or death of any person or damage to or destruction of any property occurring in the interior of any building constructed on the indemnifying person's parcel, unless caused by the gross negligence or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

13. Insurance. Mariemont shall maintain comprehensive general liability insurance with respect to the Mall Common Areas, or such portions thereof as to which the easement granted herein by Mariemont shall have been restricted, located, or re-located. SDP Holdings shall maintain comprehensive general liability insurance with respect to the Office Common Areas. Each such policy shall be written by a financially responsible insurer and shall be in an amount of not less than \$2,000,000 for bodily injury or death to one or more persons in one occurrence, and \$500,000 with respect to damage to or destruction of property (or a combined single limited of \$2,000,000). Such limits shall be increased from time to time to correspond to coverage that would be maintained by a reasonably prudent property owner on similar property in the Salt Lake County area. Upon request, each party shall furnish the

other with certificates evidencing such insurance. All insurance required to be maintained hereunder by SDP Holdings shall name Mariemont as an additional insured, and insurance required to be maintained hereunder by Mariemont shall name SDP Holdings as an additional insured. Each party hereby waives its right of subrogation against the other for any claim or liability as to which insurance is maintained or required to be maintained under this section, and any insurance policies herein required to be procured shall contain an express waiver of any right of subrogation by the insurer.

It being agreed that Mariemont has an interest in SDP Holdings' ability to reconstruct the improvements on the Office Property in the event of a casualty or fire, SDP Holdings agrees to obtain and maintain casualty and fire insurance (said policy being with a financially responsible insurer) on the buildings and improvements on the Office Property in an amount not less than eighty percent (80%) of the full insurable value thereof against. SDP Holdings shall furnish Mariemont with evidence of such insurance.

14. Default; Remedies.

14.1 Monetary Defaults. Failure to pay any sum due hereunder within ten (10) days of the date due shall be a default hereunder. In the event any party (the "Defaulting Party") fails to pay any sum on the date due or within ten (10) days thereafter, then, in addition to all other remedies available hereunder or under applicable law, the party owed such sum (the "Non-defaulting Party") shall be entitled to impose a lien upon the real property owned by the Defaulting Party that is subject to this Agreement. Such lien shall be effective upon the filing for record in the office of the Salt Lake County Recorder of a statement of such lien, which shall be signed and acknowledged, which statement shall contain:

- (a) An itemized statement of all amounts due and payable as claimed by the Non-defaulting Party;
- (b) A description sufficient for identification of the portion of the real property of the Defaulting Party that is subject to the lien;
- (c) The name of the owner or reputed owner of such parcel; and
- (d) The name and address of the Non-defaulting Party.

Such lien shall be effective as of the date of recording, and shall be prior and superior to any right, title, interest, lien or claim not perfected prior to the filing of such lien; and such lien shall be subject and subordinate to any mortgage or trust deed recorded against such property prior to the recordation of the lien. Such lien may be enforced by or for the benefit of the Non-defaulting Party and foreclosed in a suit or action brought in a court of competent jurisdiction in the same manner that a mortgage may be foreclosed. Such lien may be enforced by any person curing the default of the Defaulting Party. The prevailing party in any

such foreclosure shall be entitled to all costs and expenses incurred therein, including all attorney's fees.

14.2 Non-monetary Defaults. In the case of any default hereunder other than a default that is amenable to cure by the payment of money, any party (the "Non-Defaulting Party") may give written notice of such default to the defaulting party (the "Defaulting Party"), itemizing the specific deficiencies (the "Deficiencies") in the Defaulting Party's performance. Except for emergency situations, the Defaulting Party shall have thirty (30) days after receipt of the notice in which to correct the Deficiencies or to commence actions reasonably necessary to correct the Deficiencies if said Deficiencies cannot be corrected in said thirty (30) day period, and thereafter, to proceed to diligently complete the correction of the Deficiencies, and the failure to timely correct the Deficiencies shall be a default hereunder.

An "emergency situation" is a situation which threatens access to the Shopping Center or the Office Property, threatens the use of substantial portions of the Mall Common Areas or Office Common Areas, or threatens substantial loss or damage to property or personal injury or death to persons. In an emergency situation, the Non-Defaulting Party may, at its option, immediately and without notice to the Defaulting Party correct deficiencies in the Defaulting Party's performance.

14.3 Right to Cure. Upon default, the giving of any required notice, and the expiration of any required time period for cure, a Non-Defaulting Party shall have the right to cure the default of a Defaulting Party by paying or performing such obligation(s) in the stead of the Defaulting Party. In such event, then, in addition to any other right or remedy granted to the Non-Defaulting Party herein or under applicable law, the Defaulting Party shall immediately upon demand (which shall include an itemized invoice of expenses incurred) pay to the Non-Defaulting Party its reasonable costs incurred therein, including any reasonable attorney's fees or other professional fees incurred, together with interest from the dates such expenses were incurred at the rate of eighteen percent (18%) per annum, compounded monthly. If not paid within ten (10) days of being invoiced, then, in addition to all other remedies, the Non-defaulting Party shall be entitled to impose a lien upon the Defaulting Party's parcel, in accordance with Section 14.1 hereof.

14.3 Injunctive Relief. In the event of any violation or threatened violation by any person of any of the provisions contained in this Agreement, the parties hereto, and their respective successors and assigns, shall have the right to enjoin such violation or threatened violation (including, as appropriate, a mandatory injunction) in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Agreement or provided by law.

14.4 Interest. Except as provided in this Agreement, any sum due hereunder that is not paid when due shall thereafter bear interest at the rate of eighteen percent (18%) compounded monthly from the due date until paid.

14.5 Specified Remedies Not Exclusive. In the event that specific remedies are set forth in other sections of this Agreement, such specific remedies shall also be available in the event of default under the circumstances stated; however, unless otherwise specifically provided in this Agreement, such remedies shall not be exclusive and shall not preclude other remedies specified in this Agreement, or otherwise available at law or in equity.

14.6 Termination. No breach of this Agreement shall entitle any party to terminate this Agreement, but such limitation shall not affect any other rights or remedies that such party may have hereunder by reason of any breach nor shall such limitation affect the termination of this Agreement as a result of any other event specified in this Agreement. Except to the extent of the lien granted herein, any breach of this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Agreement shall be binding upon and be effective against any person whose title is acquired by foreclosure, trustee's sale or otherwise.

15. General Provisions.

15.1 Covenants Run With the Land. Each restriction and covenant hereof on the Shopping Center and Office Property shall be a burden on the respective parcels, shall be appurtenant to and for the benefit of the other parcel, and each part thereof, and shall run with the land.

15.2 Termination; Effect of Termination. This Agreement may be terminated by written agreement of the parties hereto and any Lienholders affected thereby. Notwithstanding such termination of this Agreement, unless otherwise agreed by Mariemont and SDP Holdings, the easements granted for the benefit of the Office Property for ingress and egress to the Office Property, for utility service to the Office Property and Shopping Center, and for parking shall be perpetual and shall survive the termination, subject to the following provisions: (i) the easement for ingress and egress to the Office Property shall be limited to such portion of the Shopping Center as provides reasonable ingress and egress from the Office Property directly to and from 700 East Street; (ii) Mariemont shall continue to have the right to restrict, and to locate and re-locate the easement, as provided in Section 3.2 above; and (iii) SDP Holdings shall pay for maintenance, repair and replacement of the paving and improvements located on the easements, based upon SDP Holdings' use thereof. Such limitations shall be set forth in a written instrument executed by Mariemont, which instrument may be recorded.

15.3 Mariemont's Right to Deed Property. Notwithstanding any provision hereof to the contrary, at any time during the term of this Agreement, Mariemont

shall have the right to terminate this Agreement upon: (i) the transfer to SDP Holdings of fee ownership of sufficient property to provide to the Office Property the number of Parking Stalls stated in Article 2 above; and (ii) either the transfer of fee ownership of sufficient property, or the creation of a perpetual easement, for reasonable ingress and egress from the Office Property directly to and from 700 East Street. In the event Mariemont exercise the option stated in this Article 15.3, the provisions of Article 15.2 above shall be inapplicable.

15.4 Successors and Assigns. This Agreement and the restrictions and covenants contained herein shall inure to the benefit of and be binding upon the parties, their successors and assigns, and upon any person acquiring the Shopping Center or Office Property, or any portion thereof or any interest therein, whether by operation of law or otherwise. If any party sells any portion or all of its interest in its respective parcel, such party shall thereupon be released and discharged from any and all obligations in connection with the parcel(s) sold by it arising under this Agreement after the date of sale and conveyance of title, but shall remain liable for all obligations arising under this Agreement prior to the sale and conveyance of title. The new owner of any such interest (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Agreement with respect to its parcel during the period of its ownership. The foregoing shall not, however, restrict the right of any party, or successor hereto, to enforce this Agreement and obtain appropriate relief as against a subsequent owner to the extent that a continuing condition violates the terms hereof, regardless of whether that condition was created by a prior owner. In addition, the foregoing shall not affect any lien, or right to a lien, as provided in this Agreement.

In the event the Shopping Center is divided into two or more parcels and such parcels are owned by separate persons, then any approval required of Mariemont hereunder shall require the approval of each such owner.

In the event the Office Property is made subject to the Utah Condominium Act, the owners association established by the declaration and/or bylaws shall be the representative and agent of the owners for purposes of this Agreement (including the giving and receipt of notices permitted or required hereunder) and said association shall be liable jointly with the respective owners of the units for any sums due to Mariemont hereunder. Notwithstanding the foregoing, any lien provided for herein shall be filed against all of the units in the condominium even though the owner of such unit may have theretofore paid owners association dues or assessments pertaining thereto. The lien provided for herein shall be discharged as to any particular unit (and its percentage of undivided interest in the Office Common Areas) upon payment directly to Mariemont of the unit's proportionate share of the amount owed (based upon percentage ownership of the Office Common Areas).

In the event the Office Property is divided into two or more parcels (other than condominiums), and such parcels are owned by separate persons, then the owners thereof shall designate a single person to act as the representative of the owners thereof.

Each party shall promptly notify the other(s) of any change in ownership of the respective parcels or the designate representatives thereof.

15.5 Severability. If any term or provision of this Agreement or the application of it to any person or circumstance shall be determined invalid or unenforceable, such determination shall not affect any other term or provision of this Agreement, or the application thereof to any other person or circumstance as to which it is not invalid or unenforceable.

15.6 Modifications. This Agreement may not be modified in any respect or rescinded, in whole or in part, except with the consent of Mariemont and SDP Holdings, and then only by written instrument duly executed by the parties. No modification or rescission of this Agreement shall affect the rights of a mortgagee under a mortgage or the beneficiary under a trust deed unless such holder consents in writing to the modification or rescission.

15.7 Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Shopping Center or Office Property to the general public or for the general public, or for any public purpose whatsoever, it being the intention of the parties that these restrictions and covenants shall be strictly limited to and for the purposes herein expressed.

15.8 Third Party Beneficiary Rights. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

15.9 Waiver. The failure of a party to insist upon strict performance of any of the restrictions or covenants contained herein shall not be deemed a waiver of any rights or remedies that such party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the restrictions or covenants by the same or any other person.

15.10 Attorney's Fees. In the event any person entitled to the benefits of this Agreement brings an action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover from the other party its reasonable attorney's fees and court costs.

15.11 Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matters hereof and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

15.12 Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

15.13 Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

15.14 Construction. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

15.15 Notices.

15.15.1 All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by U.S. mail or by U.S. mail express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls of Salt Lake County. All notices shall be sent as addresses set forth below:

If to Mariemont:

Mariemont Holdings, LLC
c/o Milcom, Inc.
329 West Pierpont Ave., #200
Salt Lake City, Utah 84101

with a copy to:

Bryce D. Panzer
Blackburn & Stoll, LC
77 West 200 South, Suite 400
Salt Lake City, Utah 84101

If to SDP Holdings:

SDP Holdings, LLC
c/o Milcom, Inc.
329 West Pierpont Ave., #200
Salt Lake City, Utah 84101

with a copy to:

Bryce D. Panzer
Blackburn & Stoll, LC
77 West 200 South, Suite 400
Salt Lake City, Utah 84101

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Agreement shall be deemed given upon receipt.

15.15.2 For purposes of this Agreement, "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to Section 15.15.1 above as shown on the return receipt; (ii) the date of actual receipt of the notice or other document by the person specified pursuant to this Section 15.15, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

15.16 Estoppel Certificates. Upon the written request of any party, each party shall issue to such other party, or to any prospective lienholder or purchaser of such party's parcel, an estoppel certificate stating:

(a) Whether the party to whom the request has been directed knows of any default under this Agreement and, if there are known defaults, specifying the nature thereof;

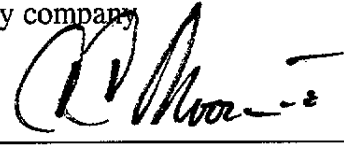
(b) Whether to its knowledge this Agreement has been assigned, modified or amended in any way and, if it has, then stating the nature thereof; and

(c) Whether, to the party's knowledge, this Agreement as of that date is in full force and effect.


15.17 Further Assurances. The parties agree to execute such additional documents as may be reasonably necessary to effectuate the intent of this Agreement and/or to restrict, locate, or re-locate the easements created hereby (pursuant to the terms hereof). Furthermore, the parties agree to negotiate in good faith to agree: (i) to such further terms of this Agreement as may be required by material changes in circumstances or conditions; and (ii) to such commercially reasonable terms as may be required to effectuate an orderly termination

of this Agreement, the conveyance of property, and/or the creation of easements, pursuant to Articles 15.2 or 15.3.

MARIEMONT HOLDINGS, LLC, a Utah limited liability company

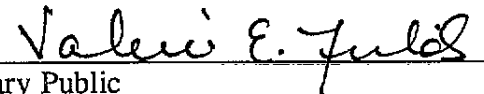
By 
Clement C. Moore II
Its Manager

SDP HOLDINGS, LLC, a Utah limited liability company

By 
Clement C. Moore II
Its Manager

STATE OF New York)
: ss.
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 19th day of February 1998, by Clement C. Moore II, as the Manager of Mariemont Holdings, LLC, a Utah limited liability company.


Notary Public
Residing in _____

VALERIE E. FIELDS
Notary Public, State of New York
No. 24-4754159
Qualified in Kings County
Commission Expires September 30, 1999

My Commission Expires:

STATE OF New York)

: ss.

COUNTY OF New York)

The foregoing instrument was acknowledged before me this 19th day of February 1998, by Clement C. Moore II, as the Manager of SDP Holdings, LLC, a Utah limited liability company.

Valerie E. Fields

Notary Public

Residing in _____

My Commission Expires:

VALERIE E. FIELDS
Notary Public, State of New York
No. 24-47541
Qualified in Kings County
Commission Expires September 15, 2000

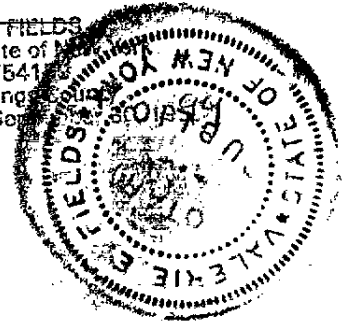


EXHIBIT A

PROPERTY DESCRIPTION

The following real property is located in Salt Lake County, Utah and is more particularly described as follows:

PARCEL NO. 1:

Beginning on the South line of 9400 South Street, said point being South 89°12'10" East 168.00 feet and South 0°21'30" East 53.00 feet from a Salt Lake County Monument at the Intersection of 9400 South and 700 East Streets and said monument is the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and said monument is also North 29°33'10" West 44.81 feet from a point recited in some deeds as being the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°12'10" East 987.00 feet along said South line of said 9400 South Street; thence South 0°21'30" East 135.25 feet; thence North 89°12'10" West 255.00 feet; thence South 0°21'30" East 544.26 feet; thence South 89°27'44" West 352.34 feet; thence South 84°26'57" West 72.95 feet; thence South 89°10'52" West 421.85 feet to the East line of 700 East Street; thence North 0°21'30" West 572.70 feet along said East line of said 700 East Street; thence South 89°12'10" East 115.00 feet; thence North 0°21'30" West 135.00 feet to the point of beginning. Contains 13.914 acres.

Excluding therefrom the following described property:

Pad "C", beginning at a point South 0°21'30" East 828.55 feet and North 89°30'00" East 379.88 feet from a Salt Lake County Monument at the Intersection of 9400 South and 700 East Streets and said monument is the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and said monument is also North 29°33'10" West 44.81 feet from a point recited in some deeds as being the Northwest corner of said Section 8, and running thence North 0°30' West 72.25 feet; thence North 89°30' East 158.55 feet; thence South 0°30' East 72.25 feet; thence South 89°30' West 158.55 feet to the point of beginning. Contains 11,455 square feet or 0.263 acres.

Pad "D", beginning at a point South 0°21'30" East 828.55 feet and North 89°30' East 538.43 feet from a Salt Lake County Monument at the Intersection of 9400 South and 700 East Streets, and said monument is the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and said monument is also North 29°33'10" West 44.81 feet from a point recited in some deeds as being the Northwest corner of said Section 8, and running thence

North 0°30' West 78.40 feet; thence North 89°30' East 122.25 feet; thence South 0°30' East 78.40 feet; thence South 89°30' West 122.25 feet to the point of beginning. Contains 9,584 square feet or 0.220 acres.

PARCEL NO. 2:

Beginning at a point on the East line of 700 East Street, said point being South 0°21'30" East 820.97 feet and North 89°32'25" East 53.00 feet from the Salt Lake County monument at the intersection of 9400 South and 700 East Streets and said monument is the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and said monument is also North 29°33'10" West 44.81 feet from a point recited in some deeds as being the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 0°21'30" East along said East line of 700 East Street 323.19 feet; thence South 88°59'30" East 1270.41 feet and abutting the North line of Green Willows Subdivision to the Northeast corner of Lot 32, of said subdivision; thence North 0°06'56" West 562.63 feet along the Westerly side of an irrigation ditch and also along the West line of White City No. 1 Subdivision, and the extension thereof; thence North 89°12'10" West 35.70 feet; to the East line of that property (Parcel 2) as described in a Quit Claim Deed by and between Jerry's Sporting Center, Grantor, and Walter G. Nelson and Dixie Nelson, Grantees, said Quit Claim Deed was recorded March 17, 1978 as Entry No. 3079504, in Book 4640, at page 1157; thence along the perimeter of said Nelson properties (Parcels 1 and 2) the following five (5) courses: South 0°21'30" East 75.00 feet, North 89°12'10" West 102.00 feet, North 0°21'30" West 165.00 feet, North 89°12'10" West 33.00 feet, North 0°21'30" West 306.75 feet; thence North 89°12'10" West 255.00 feet; thence South 0°21'30" East 612.98 feet; thence South 89°32'25" West 846.83 feet to the point of beginning.

PARCEL NO. 3:

Beginning at a point on the East line of 700 East Street, said point being South 0°21'30" East 820.97 feet and North 89°32'25" East 53.00 feet from a Salt Lake County monument in the intersection of 9400 South and 700 East Streets and said monument is the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and said monument is also North 29°33'10" West 44.81 feet from a point recited in some deeds as being the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°21'30" West 59.11 feet; thence North 89°10'52" East 421.85 feet; thence North 84°26'57" East 72.95 feet; thence North 89°27'44"

East 352.34 feet; thence South 0°21'30" East 68.72 feet; thence South 89°32'25" West 846.83 feet to the point of beginning.

INCLUDING WITH PARCEL NO. 2 AND NO. 3:

PAD "A"

Beginning at a point South 0°21'30" East 1121.11 feet and South 89°20'00" East 87.00 feet from a Salt Lake County monument at the intersection of 9400 South and 700 East Streets, and said monument is the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and said monument is also North 29°33'10" West 44.81 feet from a point recited in some deeds as being the Northwest corner of said Section 8, and running thence North 0°40'00" East 80.00 feet; thence South 89°20'00" East 79.00 feet; thence South 0°40'00" West 80.00 feet; thence North 89°20'00" West 79.00 feet to the point of beginning.

PAD "B"

Beginning at a point South 0°21'30" East 1121.11 feet and South 89°20'00" East 191.00 feet from a Salt Lake County monument at the intersection of 9400 South and 700 East Streets, and said monument is the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said monument is also North 29°33'10" West 44.81 feet from a point recited in some deeds as being the Northwest corner of said Section 8, and running thence North 0°40' East 80.00 feet; thence South 89°20' East 170.00 feet; thence North 68°00' East 31.90 feet; thence South 89°20' East 109.11 feet; thence North 68°00' East 20.00 feet; thence South 89°20' East 123.00 feet; thence South 0°40' West 100.00 feet; thence North 89°20' West 450.00 feet to the point of beginning.

PAD "C"

Beginning at a point South 0°21'30" East 828.55 feet and North 89°30' East 379.88 feet from a Salt Lake County monument at the intersection of 9400 South and 700 East Streets, and said monument is the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and said monument is also North 29°33'10" West 44.81 feet from a point recited in some deeds as being the Northwest corner of said Section 8; and running thence North 0°30' West 72.25 feet; thence North 89°30' East 158.55 feet; thence South 0°30' East 72.25 feet; thence South 89°30' West 158.55 feet to the point of beginning.

PAD "D"

Beginning at a point South 0°21'30" East 828.55 feet and North 89°30' East 538.43 feet from a Salt Lake County monument at the intersection of 9400 South and 700 East Streets, and said monument is the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and said monument is also North 29°33'10" West 44.81 feet from a point recited in some deeds as being the Northwest corner of said Section 8; and running thence North 0°30' West 78.40 feet; thence North 89°30' East 122.25 feet; thence South 0°30' East 78.40 feet; thence South 89°30' West 122.25 feet to the point of beginning.

Excluding from Parcel 2 and Pad "B" above the following two (2) tracts of land.

EXCLUDED TRACT 1:

Beginning at a point South 0°21'30" East 1110.79 feet and South 88°59'30" East 197.02 feet from a Salt Lake County Monument at the intersection of 9400 South and 700 East Streets, said monument being the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and said monument also being North 29°33'10" West 44.81 feet from a point recited in some deeds as being the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 00°27'35" West 150.28 feet; thence North 89°32'25" East 124.47 feet; thence South 00°27'35" East 18.00 feet; thence North 89°32'25" East 145.00 feet; thence South 00°27'35" East 139.19 feet; thence North 88°59'30" West 269.56 feet to the point of beginning. CONTAINS 0.891 ACRES.

EXCLUDED TRACT 2:

Beginning at a point South 0°21'30" East 1110.79 feet and South 88°59'30" East 526.60 feet from a Salt Lake County Monument at the intersection of 9400 South and 700 East Streets, said monument being the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and said monument also being North 29°33'10" West 44.81 feet from a point recited in some deeds as being the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 00°27'35" West 158.72 feet; thence South 78°02'53" East 88.40 feet; thence South 00°27'35" East 17.00 feet; thence North 89°32'25" East 95.00 feet; thence North 00°27'35" West 22.57 feet; thence North 89°32'25" East 109.79 feet; thence South 00°27'35" East 152.76 feet; thence North 88°59'30" West 291.21 feet to the point of beginning. CONTAINS 0.955 ACRES.

EXHIBIT "B"

LOT 1:

Beginning at a point South $0^{\circ}21'30''$ East 1110.79 feet and South $88^{\circ}59'30''$ East 197.02 feet from a Salt Lake County Monument at the intersection of 9400 South and 700 East Streets, said monument being the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and said monument also being North $29^{\circ}33'10''$ West 44.81 feet from a point recited in some deeds as being the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North $00^{\circ}27'35''$ West 150.28 feet; thence North $89^{\circ}32'25''$ East 124.47 feet; thence South $00^{\circ}27'35''$ East 18.00 feet; thence North $89^{\circ}32'25''$ East 145.00 feet; thence South $00^{\circ}27'35''$ East 139.19 feet; thence North $88^{\circ}59'30''$ West 269.56 feet to the point of beginning. CONTAINS 0.891 ACRES.

LOT 2:

Beginning at a point South $0^{\circ}21'30''$ East 1110.79 feet and South $88^{\circ}59'30''$ East 526.60 feet from a Salt Lake County Monument at the intersection of 9400 South and 700 East Streets, said monument being the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and said monument also being North $29^{\circ}33'10''$ West 44.81 feet from a point recited in some deeds as being the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North $00^{\circ}27'35''$ West 158.72 feet; thence South $78^{\circ}02'53''$ East 88.40 feet; thence South $00^{\circ}27'35''$ East 17.00 feet; thence North $89^{\circ}32'25''$ East 95.00 feet; thence North $00^{\circ}27'35''$ West 22.57 feet; thence North $89^{\circ}32'25''$ East 109.79 feet; thence South $00^{\circ}27'35''$ East 152.76 feet; thence North $88^{\circ}59'30''$ West 291.21 feet to the point of beginning. CONTAINS 0.955 ACRES.

BK7913P60659