

When recorded please return to:
Donald E. Wallace
SorTech, L.L.C.
2511 S. West Temple
Salt Lake City, Utah 84115

7095804
09/23/98 3:44 PM 81.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SORTECH LLC
2511 S WEST TEMPLE
SLC UT 84115
REC BY:V ASHBY DEPUTY - WI

7095804

***DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR SORENSON TECHNOLOGY PARK, PLAT III***

THIS DECLARATION, made this 23rd day of September, 1998 by SorTech, L.L.C., a Utah Limited Liability Company, hereinafter referred to as "Grantor";

WITNESSETH

WHEREAS, the Grantor is the Owner of real property in the City of Salt Lake, County of Salt Lake, State of Utah, known as Sorenson Technology Park, Plat III, more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference and hereinafter referred to as the "Property," and,

WHEREAS, Grantor desires to create on the Property an industrial and business park development and desires to provide for the preservation of value in and desirability of the Property. To this end, Grantor desires to subject the Property to the easements, covenants, conditions, restrictions, reservations, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and for each subsequent Owner and Occupant thereof;

NOW, THEREFORE, Grantor hereby declares that the Property shall be held, transferred, sold, conveyed, leased, subleased and occupied subject to the following easements, covenants, conditions, restrictions, reservations, charges and liens which shall run with the Property and are for the purpose of protecting the value and desirability of the Property, and every portion thereof, and shall be binding upon all parties having any right, title, or interest in the Property or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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PURPOSE OF THIS DECLARATION

This Declaration is made in order to provide a Uniform Plan for the development, improvement and use of the Property so as to:

(a) Protect the Owners and Occupants of Building Sites against such use of neighboring Building Sites as might depreciate the value of their property;

(b) Encourage the erection of attractive, permanent Improvements appropriately located to insure harmonious appearance and functions;

(c) Assure adequate off-street parking space and off-street truck loading and maneuvering facilities;

(d) Encourage the development of aesthetic architectural and engineering design, including compatible landscaping, and in general, provide a harmonious development that will promote the general welfare of the Owners and Occupants of the Property;

(e) Supervise, administer and enforce deed and other restrictions, including, but not limited to the architectural standards and requirements imposed hereby; and

(f) Provide such other services related to any of the foregoing as in the opinion of the Grantor shall benefit the Property;

The Grantor does hereby adopt, establish and impose the following easements, covenants, conditions, restrictions, reservations, charges, and liens upon the Property, which easements, covenants, conditions, restrictions, reservations, charges, and liens shall be deemed to be included in all future contracts for deed, deeds and leases of the Property, or any portion thereof, the same as if such provisions were set forth verbatim therein, as covenants running with the Property, to wit:

I. DEFINITIONS

(a) **“Building”** shall mean and include, but not be limited to, the main portion of a structure built for permanent use and all projections or extensions thereof, including, but not limited to garages, outside platforms and docks, carports, canopies and porches;

(b) **“Building Site”** shall mean a tract of real property within the Property, as determined by the legal description in a conveyance or lease from Grantor or any parcel of land shown upon any recorded subdivision map excluding public rights-of-way. Building Sites may be resubdivided provided they meet the requirements of Salt Lake City Codes. Any such resubdivided Building Sites shall conform to this Declaration of Covenants, Conditions, and Restrictions for Sorenson Technology Park. If fee simple title to two (2) or more adjacent Building Sites, as defined hereinabove, is acquired by the same Owner, such commonly owned Building Sites may, at the option of said Owner, be combined and treated as a single Building Site for the purposes of this Declaration, provided that the location of the Improvements on such combined Building Site shall be subject to prior written approval by Grantor;

(c) **“Declaration”** shall mean this Declaration of Covenants, Conditions, and Restrictions, together with all of the provisions contained herein;

(d) **“Grantor”** shall mean SorTech, L.L.C., or its successors and assigns, if such successors and assigns are the Owner or Owners of any portion of the Property and/or are designated by SorTech, L.L.C., to perform the obligations of the Grantor hereunder.

(e) **“Improvements”** shall mean and include, but not be limited to buildings, out buildings, driveways, exterior lighting, fences, landscaping, lawns, loading areas, parking areas,

railroad trackage, retaining walls, roads, screening walls, signs, utilities, walkways, berms and swales located on a Building Site;

(f) **“Landscaping”** shall mean a space of ground covered with lawn, and/or ground cover combined with shrubbery, trees and the like, which may be complemented with earth berms, masonry or similar materials, all harmoniously combined with themselves and with other improvements on the Building Site;

(g) **“Lot”** is synonymous with Building Site as described in Paragraph (b) above. OR . . . shall mean a tract of real property within the Property, as determined by the legal description in a conveyance or lease from Grantor or any parcel of land shown upon any recorded subdivision map excluding public rights-of-way. Lots may be resubdivided provided they meet the requirements of Salt Lake City Codes. Any such resubdivided Lot shall conform to this Declaration of Covenants, Conditions, and Restrictions for Sorenson Technology Park. If fee simple title to two (2) or more adjacent Lots, as defined hereinabove, is acquired by the same Owner, such commonly owned Lots may, at the option of said Owner, be combined and treated as a single Lot for the purposes of this Declaration, provided that the location of the Improvements on such combined Lot shall be subject to prior written approval by Grantor;

(h) **“Occupant”** shall mean an entity, whether it be an individual, corporation, joint venture, partnership, limited liability company or association, which has purchased, leased, rented or has otherwise acquired the right to occupy and use any Building Site or portions of any Building or Building Site, whether or not such right is exercised.

(i) **“Owner”** shall mean an entity, whether it be an individual, corporation, joint venture, partnership, limited liability company, association or other entity, which is the record owner of

any fee simple estate to any Lot which is a part of the Property, or which has an equity of redemption in a Building Site;

(j) **“Regional Detention Basin”** shall mean the area designated as such in the Northwest corner of the Property as indicated on the plat map and is expressly set aside for drainage of the Property and the surrounding area. Said area has been conveyed by Grantor to Salt Lake County.

(k) **“Sexually Oriented Business”** shall be defined as any business for which a sexually oriented business license is required pursuant to Section 5.61 of the Salt Lake City Code (or, if this portion of the Salt Lake City Code is amended or restated, the required compliance shall be with the code so amended or restated).

(l) **“Sign”** shall mean and include every advertising message, announcement, declaration, demonstration, display, illustration, insignia, surface or space erected or maintained in view of the observer thereof for identification, advertisement or promotion of the interests of any person, entity, product or service. The definition of sign shall also include the sign structure, supports, lighting system and any attachments, ornaments or other features used to draw the attention of observers. This definition does not include any flag, badge or ensign of any government or governmental agency erected for and used to identify said government or governmental agency.

(m) **“Street”** shall mean any public street or highway, whether presently constructed, dedicated by plat map or contemplated in the future, under a street plan approved by any public authority.

(n) **“Set Back”** shall mean the distance from the property line of the Building Site to the Improvement that is subject to the Set Back Requirement provided in this Declaration.

II. LAND USE

Building Sites within the Property shall be used for commercial and industrial purposes. The foregoing shall not, however, prevent Grantor from constructing, owning, leasing or conveying real property within the Property for service facilities consistent with the purposes of this Declaration. No portion of the Property may be occupied by any use which is in violation of applicable ordinances, laws and regulations of any governmental entity having jurisdiction over the use of any or all of the Property.

III. RESTRICTIONS AND REQUIREMENTS ON IMPROVEMENTS

The following restrictions and requirements are imposed on the property subject to this Declaration and are binding on all Owners and Occupants, and may be enforced against such Owners and Occupants jointly and/or severally.

(a) **Temporary Structures:** No temporary Buildings or other temporary structures shall be permitted on any Building Site, provided, however, trailers, temporary buildings and the like shall be permitted for construction purposes during the construction period of a permanent Building. The location and nature of such structures must be submitted to Grantor for written approval and shall be placed as inconspicuously as practicable, shall cause no material inconvenience to Owners or Occupants of other Building Sites, and shall be removed not later than thirty (30) days after the date of substantial completion for beneficial occupancy of the Building(s) in connection with which the temporary structure was used.

(b) Completion of Construction: Once begun, any Improvements, construction, Landscaping, or alterations approved by the Grantor shall be diligently prosecuted to completion. If reasonably necessary for construction of such Improvement, Landscaping or alteration, the person or persons carrying out the same shall be entitled to temporarily use and occupy unimproved Building Sites owned by Grantor in the immediate vicinity of the activity, provided that, on completion of construction such unimproved Building Sites shall be restored at such person's or persons' cost to a condition equivalent to their condition immediately prior to such use.

(c) Building Set-back Requirements: All Buildings shall be attractively oriented to the fronting street and shall maintain the following set-backs: (1) a minimum front yard set-back of at least thirty (30) feet, (2) a minimum corner side yard set-back of at least 30 feet, (3) a minimum interior side yard set-back of at least 15 feet, and (4) a minimum rear yard set back of at least 15 feet. Where interior side yard lot lines and rear yard lot lines do not abut other Sorenson Technology Park lot lines, or where interior side yard lot lines and rear yard lot lines abut with commonly owned lots, the set back shall be governed by Salt Lake City Code. Where the minimum setback requirements are less than the drainage and utility easements affecting the Building Site, the width of the drainage and utility easement shall also be the width of the minimum setback requirement.

(d) Parking, Loading and Unloading Areas: All off street parking and loading areas shall comply with Title 21A of the Salt Lake City Code, Section IV, Chapter 22, dated April 12, 1995, (or, if this portion of the Salt Lake City Code is amended or restated, the required compliance shall be with the code so amended or restated). Parking shall not be permitted within

5 feet of any interior side yard or rear yard lot lines unless said lots are commonly owned and it is allowed by Salt Lake City Code. Parking shall not be permitted within any drainage and utility easement or landscape setback. No parking shall be permitted on any street or drive, or any place other than parking areas located upon Building Sites. Each Owner and Occupant shall be responsible for compliance by its employees and visitors. Off-street loading space shall be designed to include an additional area or means of ingress and egress which shall be adequate for maneuvering.

The number of parking spaces shall be determined according to Title 21A of the Salt Lake City Code, Section IV, Chapter 22, dated April 12, 1995, (or, if this portion of the Salt Lake City Code is amended or restated, the required compliance shall be with the code so amended or restated). All parking surfaces must be paved with concrete, asphalt or other hard surface paving material, must be marked, and must be properly graded to assure adequate drainage. All parking surfaces must be screened from the streets by earth mounding and/or landscaping.

All loading docks and loading areas shall comply with Title 21A of the Salt Lake City Code, Section IV, Chapter 22, dated April 12, 1995, (or, if this portion of the Salt Lake City Code is amended or restated, the required compliance shall be with the code so amended or restated). Each lot development shall provide sufficient on-lot loading facilities to accommodate site activity. All loading movements, including turn around and maneuvering shall be made off of the public rights-of-way. Loading docks shall be located and screened so as to minimize visibility from any street.

(e) Screening of Service Facilities and Storage Areas: Garbage and refuse containers shall be contained within Buildings, or shall be concealed from visibility by means of shrubbery or screening walls of material similar to or compatible with that of the Building; provided however, that the facilities and screening walls shall not be located within any drainage or utility easement or landscaping buffer. Such improvements shall be integrated with the concept of the Building plan, be designed so as not to attract attention, and shall be inconspicuously located.

(f) Exterior Materials, Colors: Architecturally and aesthetically suitable building materials shall be applied to or used on all sides of a Building which are visible to the general public and to the view of the neighboring Building Sites. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent Buildings. Metal Buildings shall not be permitted.

(g) Utilities, Mechanical Equipment, Roof Projections, Outside Storage: All utility lines, including electrical, shall be underground. Pad mounted transformers, switch gear and similar equipment, which must be installed above ground line, shall be screened with suitable landscaping consistent with safety and other regulations of the Utility Companies.

All mechanical equipment shall be located or screened so as not to be visible when viewed from the immediate streets by the general public. Penthouses and mechanical equipment screening shall be aesthetically incorporated into the architectural design of the Buildings and shall be constructed of materials compatible with those of the Building.

Antennae shall be visually masked to the extent practicable and consistent with electromagnetic considerations.

No land or buildings shall be used so as to permit the keeping of articles, goods or materials exposed to the view of the public or adjoining lots.

(h) **Pollutants:** No trades, services or activities shall be conducted on the Property, nor shall anything else be done thereon which may be or become an annoyance or nuisance to other Owners or Occupants by reason of unsightliness or excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid wastes, smoke or noise.

(i) **Site Grading:** Earth mounding is required as a screen along the street in front of parking and service areas where practical. Where mounding is not practical, landscaping shall be used to screen parking and service areas; mounding is not required where landscaping extends from the street to the building. An open swale storm drainage system has been developed for use on all lots within the Property. It is mandated that all surface drainage systems comply with Salt Lake City code and be expressly approved in writing by the Grantor prior to installation thereof. Lot owners shall be responsible for installing concrete runners in the bottom of the drainage swales contained in the drainage and utility easements of each lot (see Exhibit "B" attached hereto and made a part of by this reference).

(j) **Landscaping:** Unless specifically approved in writing as provided herein, Landscaping prior to construction may be of such minimal nature as to provide ground cover and to control weeds. Landscaping shall be installed within Ninety (90) days after completion of Building construction or as soon after as weather will permit. Site landscaping includes all planted materials, site furniture, site lighting, and mechanical equipment incidental to any Building. Parkway landscaping shall conform to the Parkway Landscaping Guidelines as detailed in Exhibit "C" attached hereto and made a part of by this reference. All site landscaping

plans shall be submitted to the Grantor for written approval prior to installation. All landscaping must comply with the provisions of Title 21A of the Salt Lake City Code, Section IV, Chapter 24, dated April 12, 1995, (or, if this portion of the Salt Lake City Code is amended or restated, the required compliance shall be with the code so amended or restated). All Lots abutting the Goggin Drain or the Regional Detention Basin (Lots 34, 40 and 52) shall fence the portion of their Lot abutting the Goggin Drain or Regional Detention Basin right-of-way or boundary with 8-foot chain link fencing approved by the Grantor.

(k) **Lighting:** All exterior and security lighting shall have underground service and shall be designed, erected, altered and maintained in accordance with plans and specifications approved in writing to the end that lighting shall be compatible and harmonious throughout the Property. Floodlighting of Buildings is limited to concealed light sources. Other fixtures, except parking area lighting, shall be selected and installed so that light sources are not visible from any street, and concealed light sources shall be utilized wherever practical. Fixtures shall not be more than 40 feet in height.

(l) **Signs:** All signs must be approved in writing by the Grantor. All signs attached to a Building must be parallel to and contiguous with its wall and shall not project above its roofline. Monument style signs, situated on the Site, may be allowed, provided that such signs may be no more than 6 feet tall, including the base, and may have a maximum of 60 square feet of sign surface area on each side. No sign of a flashing or moving character shall be installed and no sign shall be painted on a building wall. No elevated, pole, or pylon signs are allowed. No billboards or outdoor advertising is permitted. All signs must comply with Title 21A of the Salt Lake City Code, Section IV, Chapter 23, dated December 12, 1995, (or, if this portion of the Salt

Lake City Code is amended or restated, the required compliance shall be with the code so amended or restated).

(m) **Maintenance:** Each Owner and Occupant of the Property shall be responsible for keeping its Building Site or Sites, whether or not improved, Buildings and other Improvements, including lawn and landscaping, maintained in a safe, clean, neat and orderly condition, and shall prevent rubbish, damage, replaced equipment or machinery and the like, from accumulating on its Building Site.

If the Grantor is not satisfied with the level of maintenance on a Lot, it shall notify the Owner in writing and the Owner shall have thirty (30) days thereafter in which to restore its Lot to a level of maintenance acceptable to the Grantor. If in the Grantor's opinion, the Owner has failed to bring the Lot to an acceptable standard within such thirty (30) day period, the Grantor may order the necessary work performed on the Lot at the Owner's expense; multiple Owners of Lots shall be jointly and severally liable for such expense.

(n) **Utility Connections:** All utility lines, connections and installations must be underground and rise within the building or fixture. Any external transformers, meters and similar apparatus must be at ground level and screened so as to minimize visibility thereof from any street. In order to maintain the appearance and integrity of the roadways in the park, the Grantor has installed all fire, sewer and water laterals necessary for the development at the time of installation of road and utility improvements. In addition, Grantor has paid certain connection fees required by Salt Lake City for each fire, sewer and water lateral. Therefore each lot owner shall reimburse, to the Grantor at closing, the costs of lateral installation and connection fees paid

by the Grantor for the benefit of owner's lot. Grantor shall provide documentation supporting the costs of such improvements to owner upon request.

(o) **Transmission Line Easement:** Should any lot owner acquire the right to use the Transmission Line Easement abutting owner's lot or any part of the easement abutting or within the master plan of Sorenson Technology Park, these easements, covenants, conditions, restrictions, reservations, charges, and liens shall apply to the owner's use of the easement as if the easement were a part of owner's lot or lots.

(p) **Prohibited Uses:** No Owner or Operator shall operate or allow to operate any Sexually Oriented Business, as that term is defined in Section 5.61.040 of the Salt Lake City Code (or, if this portion of the Salt Lake City Code is amended or restated, the required compliance shall be with the code so amended or restated), on any Lot or Building Site within the Property.

IV. APPROVAL OF PLANS

No construction or exterior alterations of any Building or other Improvements, including signs, may be commenced without written approval by Grantor of the plans for such construction or alteration. Grantor shall either approve or disapprove plans submitted in writing within thirty (30) days from the date on which they are received, and failure to either approve or disapprove within this period shall constitute approval of said plans. Wherever approval in writing is required by the terms of this Declaration, such requirement shall mean written approval of Grantor addressed to Owners and Occupants by certified or registered mail and obtained in the following manner:

(a) All applications to Grantor shall be addressed as follows:

SorTech, L.L.C.
Attn: Don Wallace
2511 S. West Temple
Salt Lake City, UT 84115

or to any such address as the Grantor shall hereafter designate in writing;

(b) Grantor shall exercise its best judgment to see that all Buildings and Improvements, including Signs, constructed within the Property conform to the purposes and requirements of this Declaration; provided, however, Grantor and its employees or agents shall not be liable to any Owner or Occupant or to anyone submitting plans for approval, or to any other party by reason of a mistake in judgment, negligence or non-feasance arising out of, or in connection with the approval, disapproval or failure to approve any such plans;

(c) Upon receipt of approval of plans, Owner or Occupant may proceed with the commencement of all approved construction. Unless work on the approved construction shall be commenced within one (1) year from the date of such approval and diligently pursued thereafter, then the approval shall automatically expire: (a) unless Grantor has given a written extension of time, which shall not be unreasonably withheld or (b) unless Owner or Occupant applies for a phased project to be constructed on one or more Building Sites containing a total of eight (8) acres or more, if construction of the first phase shall be commenced within one (1) year from the date of such approval, the approval for the balance of the phased project shall not lapse.

(d) Approval of plans by the Grantor may be secured prior to acquisition of a Building Site pursuant to the terms of a sales contract.

If, after initial construction of a Building on a Building Site, Owner or Occupant submits plans for alteration, addition or reconstruction, and having received a decision of Grantor, feels

that said decision is inconsistent with the provisions of this Declaration, such Owner or Occupant may submit the decision to determination by arbitration in the following manner:

The party desiring arbitration shall serve upon the Grantor a written notice naming an arbitrator. Within ten (10) days after the delivery of said notice, Grantor shall likewise appoint an arbitrator and notify the party desiring arbitration of such appointment, and if Grantor fails within said ten (10) day period so to do, the arbitrator appointed by the party desiring arbitration shall proceed in the determination of plan approval and his decision as to such approval shall be final. If Grantor appoints an arbitrator within the prescribed time, the two arbitrators so appointed shall choose a third arbitrator. If the two arbitrators so chosen fail to agree upon the selection of a third arbitrator within a reasonable time, such arbitrator shall be appointed, upon application by either party, by any judge of the District Court of the United States for the district which shall then include the locality in which the Building Site is situated, but such application shall not be made until such party shall have given ten (10) days written notice to the other party of its intention so to do. The Board of Arbitrators, constituted as aforesaid, shall proceed to determine whether or not the proposed plans shall be approved and the decision of the board, or any two members thereof, as to such shall be binding upon the parties thereto. All expenses of such arbitration shall be apportioned equally between the parties to the arbitration.

V. CONFLICTS

Zoning ordinances, building codes, regulations and any other governmental restrictions and requirements shall be observed. In the event of any conflict between this Declaration and any such governmental codes, regulations, restrictions and requirements, the more restrictive

standards shall apply. Any approval of Grantor required in this Declaration does not in any way relieve Owners and Occupants from obtaining approvals required by any governmental body having jurisdiction.

VI. NOTICE TO BE GIVEN BY OWNERS

Any Owner of a Building Site within the Property, who shall transfer to another entity, whether such entity be an individual, corporation, joint venture, partnership, limited liability company, association or other entity, any title, interest in or right of occupancy to such Building Site or portions thereof, shall give actual written notice of the existence of this Declaration of Covenants, Conditions and Restrictions to such entity,

VII. ENFORCEMENT

Enforcement of the provisions of this Declaration shall be by any appropriate proceeding at law or in equity against any owner, occupant, person, corporation or other entity violating or attempting to violate said provisions, either to restrain such violation, to enforce liability, or to recover damages, or by any appropriate proceeding at law or in equity against the Property, or any portion thereof, to enforce any lien of charge arising by virtue hereof. Grantor shall not be liable for enforcement of, or for failure to enforce, said provisions, and failure of Grantor or of any Owner or Occupant to enforce any of the provisions of the Declaration shall in no event be deemed a waiver of the right to do so thereafter.

VIII. MORTGAGES - DEEDS OF TRUST

Breach of any of the provisions of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value within the Property, but this Declaration shall be binding upon and effective against any Owner of the Property, or any portion thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

IX. DURATION, MODIFICATION AND TERMINATION

The easements, covenants, conditions, restrictions, reservations, charges, and liens set forth in this Declaration shall run with and bind the land within the Property, and shall be and remain in effect, and shall inure to the benefit of, and be enforceable by Grantor and/or the Owner of any Property subject to this Declaration, their heirs, successors, and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time the term of this Declaration shall be automatically extended for successive periods of ten (10) years, to a maximum of 99 years unless terminated at the end of any such period by a vote of the Owners as set forth below.

Modifications: Any modification of the development guidelines, termination of this Declaration or amendments of this Declaration shall take place only by the affirmative vote of two thirds (2/3) of all votes entitled to be voted. Each Owner, except Grantor, shall have one vote for each acre of land, or any fraction thereof, owned by it. Grantor shall have votes equal to the total votes of all Owners other than Grantor or one vote per acre or any fraction thereof owned by it in the Property, whichever is less. Any termination of amendments of this Declaration must be recorded.

No Severance of Right From Ownership of a Lot: No purchaser or Owner of any Lot shall convey his interest under this Declaration separate from the conveyance of a Lot.

Interpretation: The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which the provisions hereof are construed. Whenever the context so requires, the singular shall include the plural and the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof. This Declaration shall be liberally construed to effect all of its purposes.

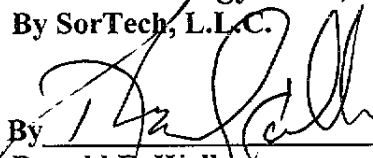
Law Governing: This agreement shall be governed by and construed in accordance with the laws of the State of Utah.

X. SEVERABILITY

Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed by its duly authorized officer on the date first above written.

Sorenson Technology Park, Plat III
By SorTech, L.L.C.

By 
Donald E. Wallace
Vice President of the Managing Member,
Soryentures, Inc.

On the 23rd day of September, 1998, personally appeared before me, Donald E. Wallace, who being by me duly sworn, did say that he is the Vice President of the Managing Member of SorTech, L.L.C., a Utah Limited Liability Company, and that the foregoing Declaration was signed in behalf of said Limited Liability Company.

By: *Laura Mackay*
Notary Public
Residing at Salt Lake County, Utah
My Commission Expires: 04-02-99

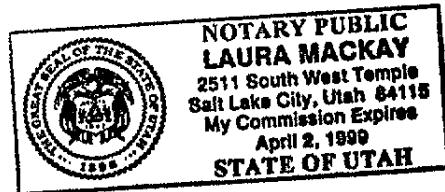
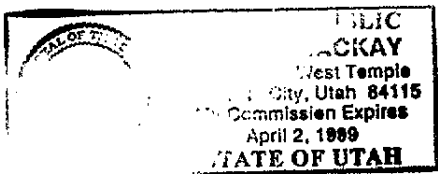


EXHIBIT "A"

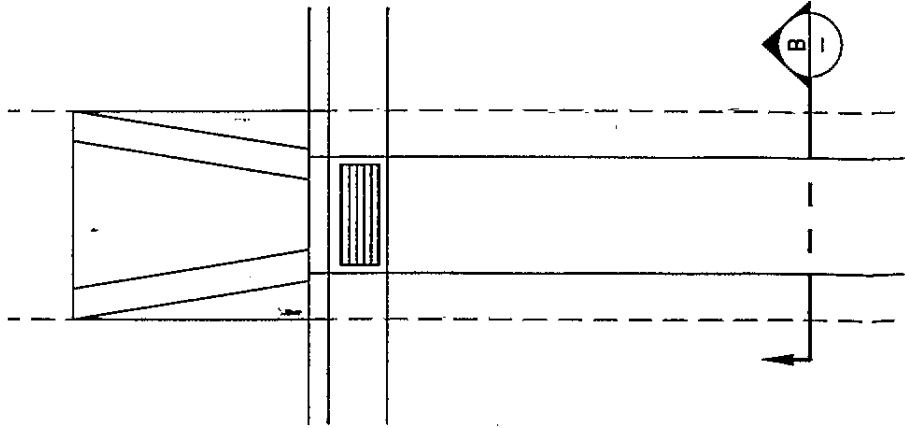
LEGAL DESCRIPTION FOR SORENSON TECHNOLOGY PARK- PLAT III

A portion of Section 8, Township 1 South, Range 1 West, Salt Lake Base & Meridian, Salt Lake County, Utah, more particularly described as follows:

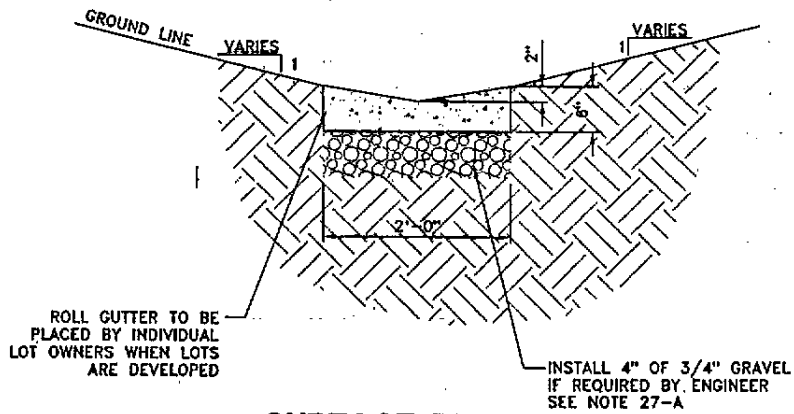
Beginning at a point which is North $00^{\circ}11'17''$ East 808.24 feet along the Monument line of Gladiola Street and North $89^{\circ}48'43''$ West 35.91 feet from the Salt Lake City Monument found marking the intersection of Gladiola Street and 900 South Street (the basis of bearing being North $89^{\circ}52'25''$ West 2650.94 feet between the Salt Lake County Survey Monuments found marking the Southeast corner and the South Quarter corner of said Section 8) and running thence North $89^{\circ}45'58''$ West 286.89 feet; thence South $00^{\circ}13'36''$ West 151.16 feet; thence North $89^{\circ}44'28''$ West 287.42 feet; thence South $00^{\circ}15'21''$ West 106.30 feet; thence North $89^{\circ}44'12''$ West 408.40 feet; thence South $00^{\circ}15'48''$ West 516.85 feet to the North right-of-way line of 900 South Street (66.00' feet wide); thence North $89^{\circ}41'50''$ West 1104.30 feet along said line to a point of non-tangency with an 842.00 foot radius curve to the left (radius point bears South $08^{\circ}04'55''$ East); thence Southwesterly 234.86 feet along the arc of said curve through a central angle of $15^{\circ}58'54''$ (chord bears South $73^{\circ}55'39''$ West 234.10 feet) to the South right-of-way line of said 900 South Street; thence South $89^{\circ}41'50''$ East 1128.49 feet along said line; thence South $00^{\circ}18'10''$ West 206.42 feet; thence South $89^{\circ}41'50''$ East 109.00 feet; thence North $00^{\circ}18'10''$ East 206.42 feet to said South right-of-way line of 900 South Street; thence South $89^{\circ}41'50''$ East 107.54 feet along said line; thence South $00^{\circ}15'32''$ West 691.86 feet to the Northwest corner of Lot 24 of Sorenson Technology Park - Plat 2, as recorded in the Office of the Salt Lake County Recorder; thence South $00^{\circ}07'27''$ West 43.28 feet along the West line of said Lot 24 to the Northeast corner of Lot 23 of said Sorenson Technology Park - Plat 2; thence North $89^{\circ}44'28''$ West 1755.69 feet along the North line of said Sorenson Technology Park - Plat 2 to a point of non-tangency with a 758.00 foot radius curve to the left (radius point bears South $87^{\circ}23'23''$ East); thence Southerly 26.97 feet along said North line of Sorenson Technology Park - Plat 2 and along the arc of said curve through a central angle of $02^{\circ}02'20''$ (chord bears South $01^{\circ}35'27''$ West 26.97 feet); thence North $89^{\circ}25'43''$ West 84.00 feet along said line to the West line of 3800 West Street (84.00 feet wide); thence South $00^{\circ}34'17''$ West 79.89 feet along said line to the Northeast corner of Lot 20 of said Sorenson Technology Park - Plat 2; thence North $89^{\circ}25'43''$ West 1167.18 feet along the North line of said Lot 20 to the East line of the Little Goggin Drain right-of-way; thence North $00^{\circ}00'14''$ East 772.81 feet along said line to the Easterly line of the Relocated Railroad right-of-way as shown on that certain "Street Dedication Plat of a portion of California Avenue" prepared by Keith R. Russell, dated June 22, 1993, and to a point of non-tangency with a 2055.00 foot radius curve to the right (radius point bears South $77^{\circ}59'01''$ East); thence Northeasterly 8.54 feet along said line and the arc of said curve through a central angle of $00^{\circ}14'17''$ (chord bears North $12^{\circ}08'08''$ East 8.54 feet); thence North $12^{\circ}15'16''$ East 91.30 feet along said line to the centerline of vacated 900 South Street; thence North $89^{\circ}41'50''$ West 8.95 feet along said line to the Easterly right-of-way line of Bangerter Highway and to a point of non-tangency with a 3849.72 foot radius curve to the left (radius point bears North $77^{\circ}28'29''$ West); thence Northerly 725.39 feet along the arc of said curve through a central angle of $10^{\circ}47'46''$ (chord bears North $07^{\circ}07'38''$ East 724.31 feet); thence North $01^{\circ}43'44''$ East 75.70 feet to a point of tangency with a 579.72 foot radius curve to the right (radius point bears South $88^{\circ}16'16''$ East); thence Northeasterly 653.22 feet along the arc of said curve through a central angle of $64^{\circ}33'37''$ (chord bears North $34^{\circ}00'33''$ East 619.21 feet); to the Southerly line of the Union Pacific Railroad right-of-way; thence North $81^{\circ}05'54''$ East 2194.06 feet along said line; thence South $00^{\circ}03'15''$ East 42.00 feet along said line; thence North $89^{\circ}53'16''$ East 1367.24 feet along said line; thence South $00^{\circ}15'44''$ West 820.68 feet to the point of beginning.

Contains 173.32 acres, more or less.

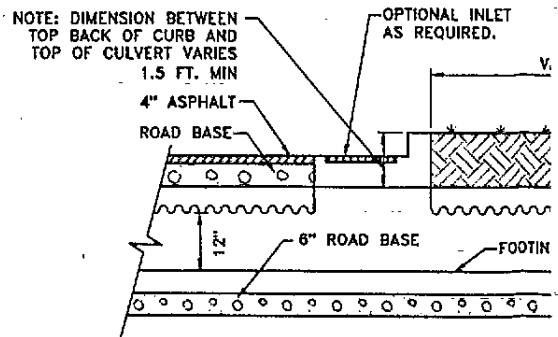
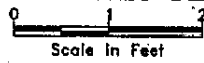
EXHIBIT "B"



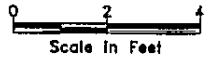
BO)



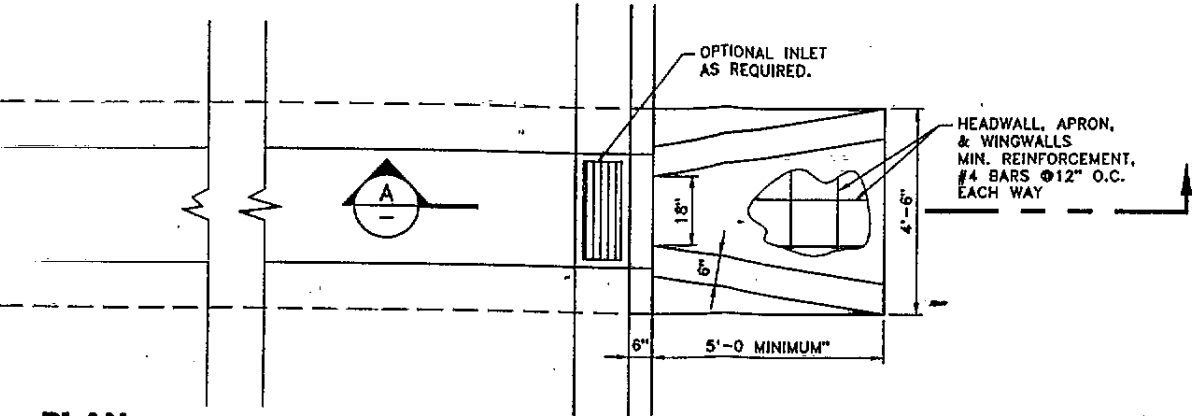
**SURFACE DRAIN
ROLL GUTTER SECTION**



SECTION

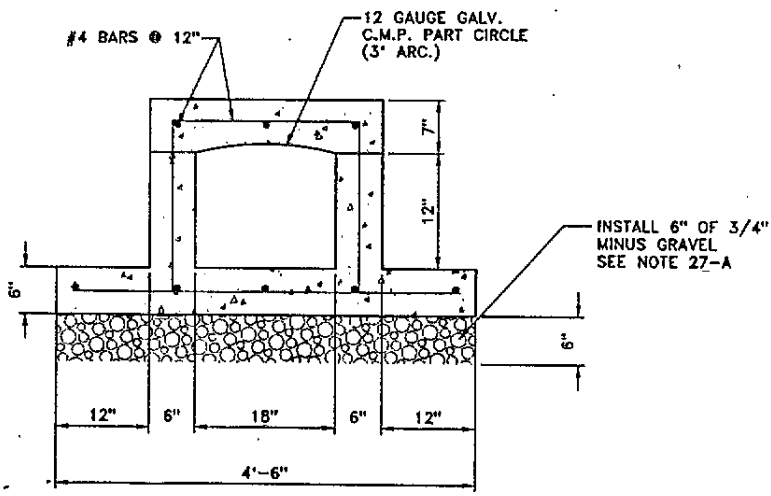


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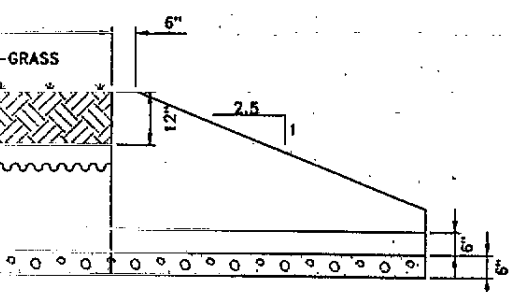
**PLAN
CULVERT DETAIL** (2 TYP)

0 2 4
Scale in Feet



SECTION (B)

0 1 2
Scale in Feet



SORTECH, L.L.C.
SORENSEN TECHNOLOGY PARK
STANDARD DETAILS

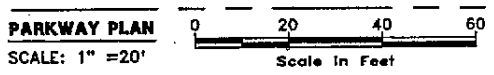
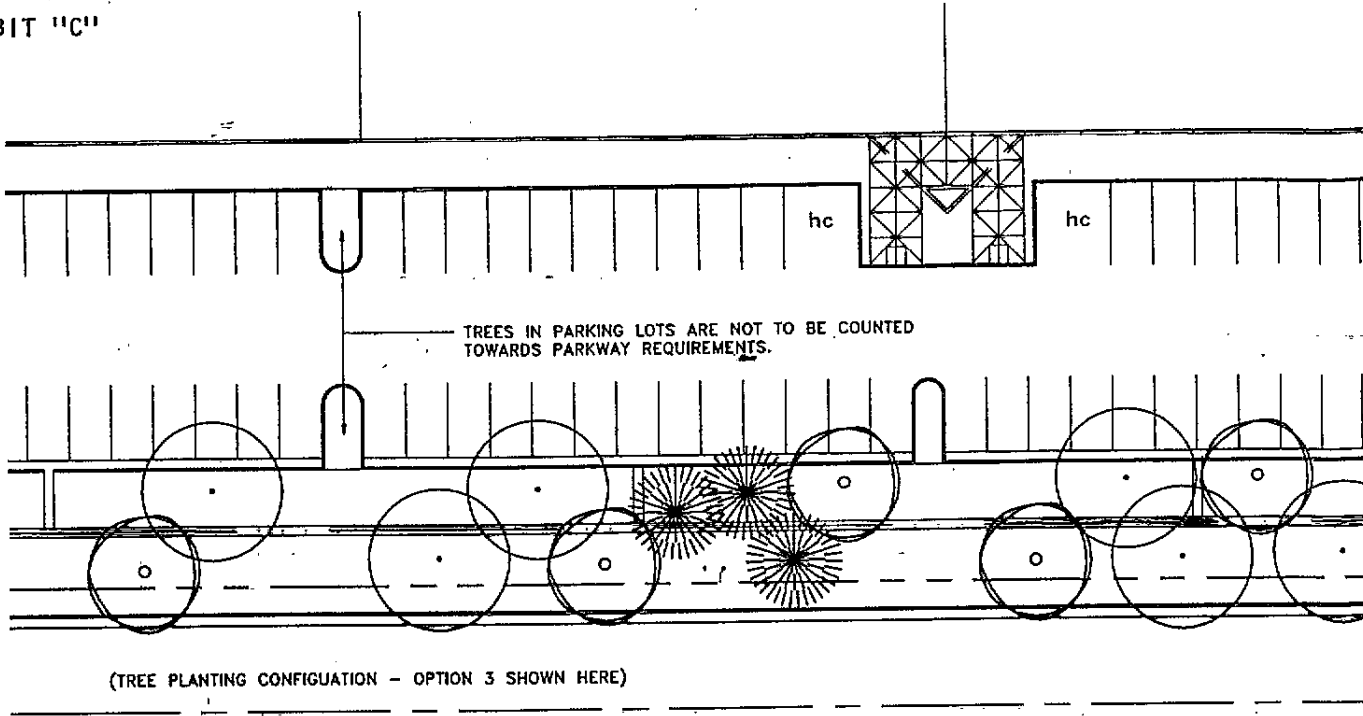
BINGHAM ENGINEERING
SALT LAKE CITY - (801) 532-2520

Design: ABT
Drawn: MKA
Checked: ABT
Reviewed:

Rev.	By	Date	Remarks	Date	Proj #	Sht	1 of 1
				JUNE, 1996	2350		

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EXHIBIT "C"



PARKWAY LANDSCAPE GUIDELINES

TREE SPACING

TREES ARE TO BE PLANTED AT A RATIO OF ONE TREE FOR EVERY THIRTY LINEAL FEET OF PARKWAY, INCLUDING ENTRY DRIVES.

LINEAL FEET / 30 = QUANTITY EX: 645 LF / 30 = 21.5 → 22 TREES

TREES MAY BE GROUPED IN CLUSTERS RATHER THAN EVENLY SPACED.

TREE DISTRIBUTION AND SIZE

TREE SIZES SHALL BE OF THE FOLLOWING DISTRIBUTION AND SIZE:

QUANTITY (TOTAL TREES)	CALIPER/DECIDUOUS	HEIGHT/CONIFERS
20% LARGE	GREATER THAN 3"	GREATER THAN 8'
80% MEDIUM	2"-3"	5'-8'

TREE PLANTING CONFIGURATION(S)

SELECT ONE OF THE OPTIONS SHOWN IN THE TABLE BELOW. CONIFER, DECIDUOUS/ACCENT AND DECIDUOUS TREES ARE TO BE PLANTED UTILIZING THE COMBINATIONS OF PLANT MATERIAL TYPES AS SHOWN IN THE OPTION COLUMN. PLEASE NOTE THAT THE QUANTITIES OF PLANT MATERIAL TYPES AS SHOWN IN THE OPTION COLUMN ARE THE MINIMUM NUMBER OF TREE TYPES REQUIRED PER EACH PLANT MATERIAL TYPE.

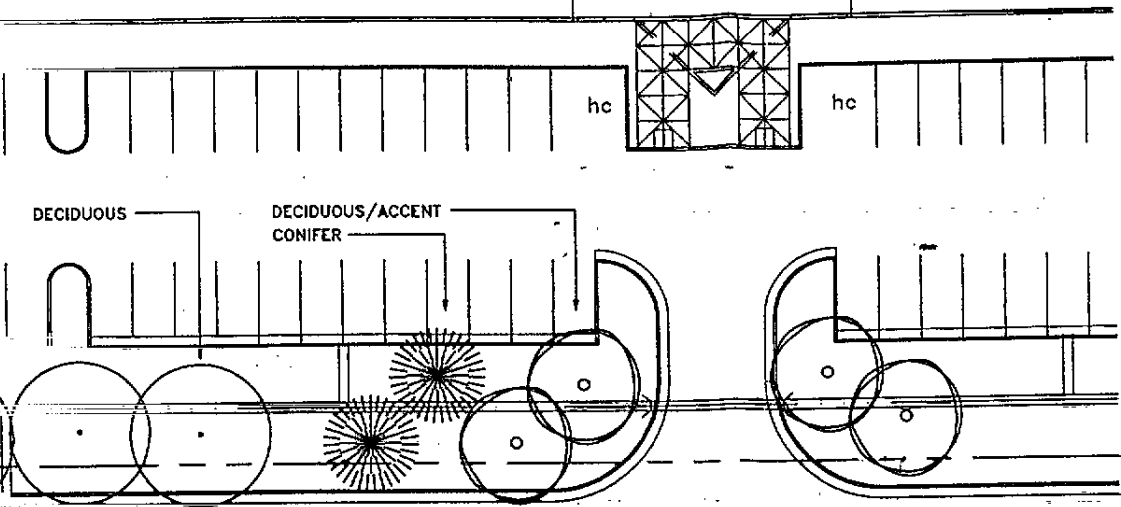
PLANT MATERIAL TYPE	OPTION 1	OPTION 2	OPTION 3	OPTION 4
CONIFER	1	2	1	1
DECIDUOUS/ACCENT	1	1	2	1
DECIDUOUS	3	2	2	1

* OPTION 4 TO BE USED ONLY ON SITES WITH LESS THAN 150 LINEAL FEET OF PARKWAY

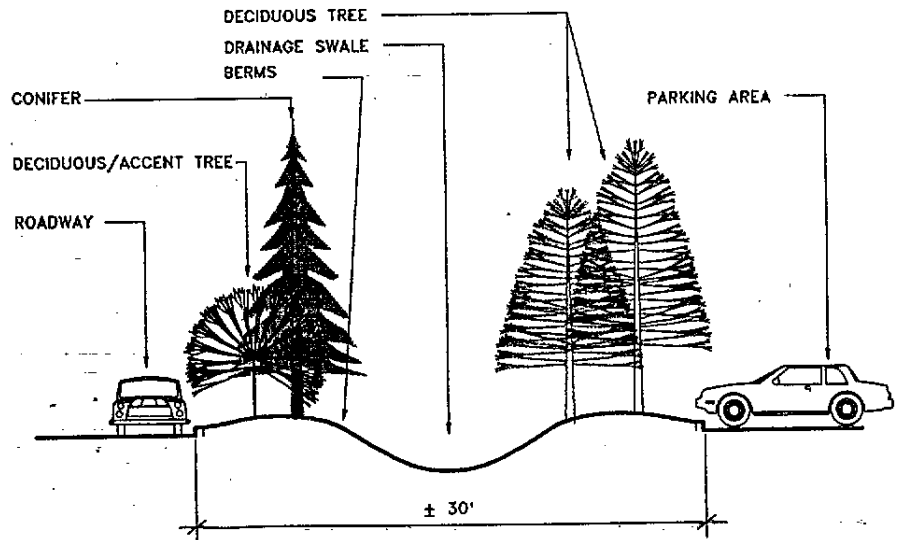
PLANT MATERIAL LIST

CONIFERS
Pinus nigra
Pinus sylvestris
DECIDUOUS/ACCENT
Crataegus phaenopyrum 'Washington'
Malus sp.
Malus 'Hopa'
Malus ioensis 'Kiehn's Improved'
Malus 'Radlani'
Malus 'Spring Snow'
Quercus robur 'Fastigiata'
DECIDUOUS
Betula occidentalis fontinalis
Fraxinus sp.
Fraxinus americana 'Autumn Purple'
Fraxinus pennsylvanica lanceolata 'Cimmsga'
Fraxinus pennsylvanica lanceolata 'Marshall'
Gleditsia sp.
Gleditsia triacanthos 'Shademaster'
Gleditsia triacanthos 'Skyline'
Morus alba
Platanus x acerifolia 'Bloodgood'
Populus acuminata
Pyrus sp.
Pyrus calleryana 'Bradford'
Pyrus calleryana 'Chanticleer'
Pyrus calleryana 'Redspire'
Salix matsudana 'Globosa'
Sophora japonica
* Select only one tree from this species.
SEED MIX (Recommended Lawn Seed)
80% 'Watersaver' Blend (Vegas, Austin, Phoenix)
10% Manhattan II (Perennial Rye)
10% Park (Kentucky Bluegrass)

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NOTE: TREES ARE SHOWN CONCEPTUALLY ONLY.
ACTUAL PLANTINGS WILL VARY.



PARKWAY SECTION

NTS

Austrian Pine
Scotch Pine
Washington Hawthorn
Crab
Hopa Crab
Kiehms Improved Bechtel Crab
Radiant Crab
Spring Snow Crab
Columnar English Oak
Western Red Birch
Ash
Autumn Purple Ash
Cimmaron Ash
Marshall Seedless Ash
Honeylocust
Shademaster Honeylocust
Skyline Honeylocust
White Mulberry
Bloodgood London Plane Tree
Laceleaf Cottonwood
Pear
Bradford Pear
Chanicleer Pear
Redspire Pear
Globe Willow
Japanese Pagoda Tree
Tall Fescue

SORTECH L. L. C.
SORENSEN TECHNOLOGY PARK
TYPICAL PLANTING PLAN

BINGHAM ENGINEERING SALT LAKE CITY - (801) 532-2820	Design: _____
	Drawn: MKA
	Checked: _____
	Reviewed: _____

Rev.	By	Date	Remarks	Date JUN. 1996	Proj # 2350-000	Sh#	of
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