

UTILITY EASEMENT DEED AND AGREEMENT

7202242

THIS UTILITY EASEMENT DEED AND AGREEMENT ("Easement Agreement") is made this 22nd day of December, 1998, by and between GATEWAY ASSOCIATES, LTD., a Utah limited partnership ("Grantor"), and UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, and its Permitted Successors (as defined below) an easement (the "Easement") in, to, over, along, under, upon and across the property in the City and County of Salt Lake, Utah, described in **Exhibit A** attached hereto and hereby made a part hereof (the "Easement Areas"), for the construction, maintenance, operation, repair, renewal, reconstruction, replacement and use of electrical and communication lines and appurtenant facilities (collectively, the "Facilities"), together with the right of ingress and egress to and from the Easement Areas across that certain real property described in **Exhibit B** attached hereto and hereby made a part hereof (the "Property").

TO HAVE AND TO HOLD the Easement described herein unto Grantee, its Permitted Successors, forever.

The Easement shall be a burden on and run with the Property. Grantee acknowledges that the Facilities serve Grantor's property located adjacent to the Property as well as Grantor's rail operations not located on adjacent property.

Grantor and Grantee acknowledge and agree that this Easement Agreement does not cover fiber optics lines or appurtenances thereto, and that any fiber optics lines or appurtenances thereto located in the Easement Areas are covered by that certain Fiber Optic Easement Deed and Agreement between Grantor and Grantee of even date with this Easement Agreement and recorded on December 23, 1998 in Book at Page Entry No 7202241

As technology changes, new and/or additional Facilities may replace and/or augment the existing Facilities, provided, however, that any such new or additional Facilities shall not materially increase the burden on the Property, and shall comply with this Easement Agreement. If Grantee intends to completely replace the Facilities with new Facilities, Grantee shall give Grantor written notice of Grantee's intention. Grantor, by giving Grantee written notice within ten (10) days after Grantee's notice of intention is given, may require Grantee to locate the new Facilities in new easement areas on the Property designated by Grantor and, after the new Facilities are operational, to abandon the existing Easement Areas in which the Facilities to be replaced are located, but only if (1) the placement of the new Facilities in the new easement areas will not result in any materially increased difficulty, inadequacy or expense in maintaining, repairing and operating the new Facilities as compared to placement in the existing Easement Areas, and (2) Grantor agrees in writing to pay

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any and all increases in construction and installation costs for the new Facilities which are attributable to placement in the new easement areas as compared to placement in the existing Easement Areas, and provides Grantee with evidence of Grantor's financial ability to make such payments, and (3) Grantor provides Grantee with a recordable document under which Grantee is granted the same rights as to the new easement areas as granted to Grantee under this Easement Agreement with respect to the Easement Areas, together with evidence of good and sufficient title to support such grant.

Grantor, and its successors and assigns, may construct buildings, structures, roadways, parking lots, landscaping, footings, foundations and similar supports, and other improvements (collectively, "Improvements") on the Property (including the Easement Areas); provided that (1) no Improvements may be constructed or used in any manner that damages or destroys any Facilities in existence at the time the applicable Improvement was constructed, or that adversely affects the ability of Grantee, or its Permitted Successors, to use, enjoy, repair, replace, remove, maintain or operate any such Facilities, and (2) prior to commencing construction, Grantor shall provide Grantee with copies of drawings and engineering studies (the "Construction Plans") with respect to any Improvement to be constructed on the Easement Areas or in close proximity to the Easement Areas, and depicting areas of access (the "Guaranteed Access Areas") through which Grantee's right of access to the Facilities shall be guaranteed regardless of the impact of such access on the Improvement and which shall provide Grantee reasonable access to the Facilities, and (3) Grantor shall not commence construction of any Improvement until Grantee approves the Construction Plans for the Improvement, which approval will not be unreasonably withheld, conditioned or delayed.

Grantor, and its successors and assigns, may from time to time require Grantee to permanently relocate onto other locations on or adjacent to the Property, or bundle and consolidate, the Facilities to facilitate the construction of improvements on the Property but only if the relocation, bundling or consolidation (1) will not result in any materially increased difficulty, inadequacy or expense in maintaining, repairing or operating the Facilities, or in any interruption in service, and (2) Grantor agrees in writing to pay any and all costs of the relocation, bundling or consolidation including Grantor's costs for overhead and personnel to administer the relocation, bundling or consolidation, and Grantor provides Grantee with evidence of Grantor's financial ability to make such payments, and (3) Grantor provides Grantee with a recordable document under which Grantee is granted the same rights as to the areas to which the Facilities are to be relocated or consolidated as granted to Grantee under this Easement Agreement with respect to the Easement Areas, together with evidence of good and sufficient title to support such grant, and (4) Grantor shall provide Grantee with copies of any drawings and engineering studies with respect to any planned relocation, bundling or consolidation of the Facilities (the "Relocation Plans") for Grantee's approval, which approval will not be unreasonably withheld, conditioned or delayed. At Grantee's election, the relocation, bundling or consolidation work shall be performed by Grantee's own forces, or by a contractor retained by Grantee, or by a contractor retained by Grantor and approved by Grantee (which approval will not be unreasonably withheld, conditioned or delayed).

Upon reasonable written notice to Grantor (except that no notice shall be required in emergency situations), Grantee shall have the right of ingress and egress to and from, and access upon and under, the Property to repair and maintain the Facilities. To the extent reasonably possible, Grantee shall use only the roadways, other common areas and Guaranteed Access Areas for ingress, egress and access to the Easement Areas. In exercising its rights pursuant to the Easement and/or to repair and maintain the Facilities, Grantee shall not have the right to damage, dispel, weaken, undermine, destroy, remove or compel the removal of any Improvements, unless Grantee is engaged in the non-negligent use of a Guaranteed Access Area, or unless and to the extent the Improvements were installed by Grantor in violation of the provisions of this Easement Agreement or Grantor created the need for a repair which Grantee cannot otherwise practicably accomplish. When conducting repair or maintenance of the Facilities, Grantee may disturb (but not permanently remove or compel the removal of) landscaping, walkways and similar non-structural improvements on the Property as may be reasonably necessary, provided that:

- a. The work shall occur only in the Easement Areas and the Guaranteed Access Areas, unless there is no practicable alternative.
- b. Pedestrian and vehicular access to buildings on the Property will not be materially impeded except to the extent and during such times as cannot practicably be avoided.
- c. Grantee will, at its expense (unless and to the extent the need for repair of the Facilities was caused by Grantor, and the repair cannot practicably be accomplished by Grantee without disturbance), return the disturbed landscaping, walkways and/or other improvements to their condition prior to the repair or maintenance work promptly as each phase of the work is completed.

Grantee by the acceptance of this Easement Agreement agrees to indemnify, defend and hold harmless Grantor, its successors and assigns, against and from any and all liability, loss, damage, claims, demands, actions, causes of action, costs and expenses of whatsoever nature, including court costs and attorney's fees, which may result from personal injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such personal injury, death, loss, destruction or damage is caused by Grantee's negligence or willful misconduct in exercising Grantee's rights under this Easement Agreement.

Grantee agrees to maintain, operate and repair the Facilities in compliance with all applicable laws.

The rights of Grantee under this Easement Agreement are personal to Grantee and to those of its successors and assigns who succeed to Grantee's title to the adjacent property or to Grantee's rail operations that are served (directly or indirectly) by any of the Facilities (collectively, the "Permitted Successors").

If either Grantor or Grantee withholds any approval or consent to any matter, it shall specify in writing the nature of its objection and, to the extent possible, shall specify the changes, which if made, or conditions, which if imposed, would cause its approval or consent to be granted.

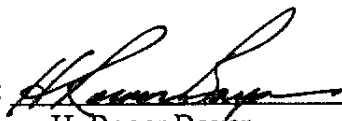
In the event that either Grantor or Grantee fails to honor its commitments or obligations under this Easement Agreement, the other person shall be entitled to specific performance. In the event of any action arising out of this Easement Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses from the other party.

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this Easement Agreement as of the date first herein written.

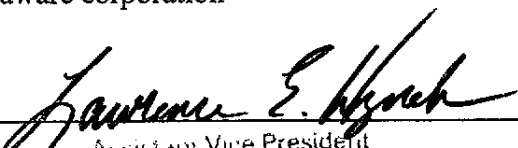
GATEWAY ASSOCIATES, LTD., a Utah
limited partnership, by its General Partner,

BOYER GATEWAY, L.C., a Utah limited
liability company, by its Manager,

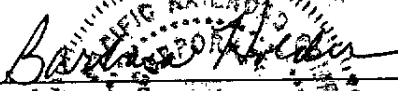
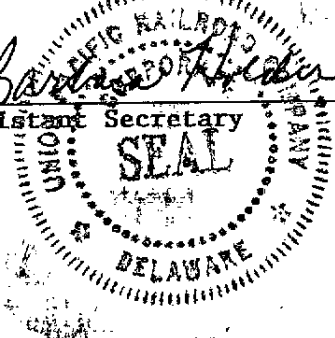
THE BOYER COMPANY, L.C., a
Utah limited liability company

By: 
H. Roger Boyer
Its Chairman and Manager

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: 
Title: Assistant Vice President

ATTEST:

 (Seal)
Assistant Secretary


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

On December ~~23~~ 1998, before me, a Notary Public in and for said County and State, personally appeared H. Roger Boyer, Chairman and Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, Manager of BOYER GATEWAY, L.C., a Utah limited liability company, General Partner of GATEWAY ASSOCIATES, LTD., a Utah limited partnership, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public
Residing at: Salt Lake County, Utah
My Commission expires:

(SEAL)

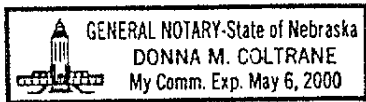


Notary Public
KATHLEEN McPOLIN
185 South State Street, Suite 1300
Salt Lake City, Utah 84111
My Commission Expires
September 14, 2000
State of Utah

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On December 4, 1998, before me, a Notary Public in and for said County and State, personally appeared Lawrence F. Wozniak and Barbara Holder, Assistant Vice President and Assistant Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Donna M. Coltrane
Notary Public

(SEAL)

A 10.00 FOOT WIDE UTILITY EASEMENT BEING 5.0 FEET PERPENDICULARLY EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT ON THE EAST LINE OF VACATED 500 WEST STREET, SAID POINT BEING SOUTH 89° 59' 09" WEST 66.00 FEET AND NORTH 00° 00' 58" WEST 142.39 FEET FROM THE SOUTHWEST CORNER OF BLOCK 83, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 89° 57' 24" EAST 353.48 FEET; THENCE NORTH 00° 05' 30" WEST 1752.94 FEET; THENCE NORTH 08° 06' 10" WEST 352.96 FEET TO THE NORTH LINE OF BLOCK 101, PLAT "A", SALT LAKE CITY SURVEY.

CONTAINS: 0.56 ACRES.

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A 10.00 FOOT WIDE UTILITY EASEMENT BEING 5.0 FEET PERPENDICULARLY EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT SOUTH 89° 49' 32" WEST 59.00 FEET FROM THE SOUTHWEST CORNER OF BLOCK 80, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 00° 05' 12" EAST 1366.95 FEET; THENCE NORTH 88° 03' 19" EAST 591.68 FEET; THENCE SOUTH 42° 30' 18" EAST 115.37 FEET TO THE EXISTING UNION PACIFIC RAILROAD COMMUNICATIONS BUILDING.

CONTAINS: 0.48 ACRES

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A 10.00 FOOT WIDE UTILITY EASEMENT BEING 5.0 FEET PERPENDICULARLY EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT AN EXISTING UTILITY POLE, SAID POLE BEING SOUTH 17.70 FEET AND WEST 42.20 FEET FROM THE NORTHEAST CORNER OF LOT 4, BLOCK 83, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 89° 31' 35" EAST 170.88 FEET TO AN EXISTING UTILITY POLE; THENCE NORTH 00° 15' 32" EAST 112.44 FEET TO AN EXISTING UTILITY POLE.

CONTAINS: 0.07 ACRES

BK8208P62623

A 10.00 FOOT WIDE UTILITY EASEMENT BEING 5.0 FEET PERPENDICULARLY EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT AN EXISTING UTILITY POLE, SAID POLE BEING NORTH 4.50 FEET AND WEST 45.50 FEET FROM THE SOUTHEAST CORNER OF LOT 2, BLOCK 101, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 88° 13' 58" WEST 290.83 FEET TO AN EXISTING UTILITY POLE.

CONTAINS: 0.07 ACRES

A 10.00 FOOT WIDE UTILITY EASEMENT BEING 5.0 FEET PERPENDICULARLY EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT SOUTH 89° 54' 23" WEST 66.00 FEET AND SOUTH 00° 06' 08" EAST 7.35 FEET FROM THE NORTHWEST CORNER OF BLOCK 101, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 67° 56' 35" EAST 132.05 FEET TO AN EXISTING UTILITY POLE; THENCE NORTH 77° 26' 54" EAST 184.25 FEET TO AN EXISTING UTILITY POLE; THENCE SOUTH 87° 56' 42" EAST 58.32 FEET TO AN EXISTING UTILITY POLE; THENCE NORTH 04 °15' 06" WEST 19.63 FEET TO THE NORTH LINE OF SAID BLOCK 101, PLAT "A", SALT LAKE CITY SURVEY.

CONTAINS: 0.09 ACRES

A 10.00 FOOT WIDE UTILITY EASEMENT BEING 5.0 FEET PERPENDICULARLY EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT NORTH 89° 54' 47" EAST 66.00 FEET AND NORTH 00° 05' 30" WEST 153.46 FEET FROM THE SOUTHWEST CORNER OF BLOCK 116, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 87° 35' 29" EAST 122.86 FEET TO AN EXISTING UTILITY POLE; THENCE NORTH 88° 01' 08" EAST 135.63 FEET TO AN EXISTING UTILITY POLE.

CONTAINS: 0.06 ACRES

EXHIBIT A
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A 10.00 FOOT WIDE UTILITY EASEMENT BEING 5.0 FEET PERPENDICULARLY EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT SOUTH 89° 59' 07" WEST 66.00 FEET AND NORTH 00° 00' 27" WEST 313.40 FEET FROM THE SOUTHWEST CORNER OF BLOCK 119, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 88° 18' 34" EAST 124.97 FEET TO AN EXISTING UTILITY POLE.

CONTAINS: 0.03 ACRES

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A 10.00 FOOT WIDE UTILITY EASEMENT BEING 5.0 FEET PERPENDICULARLY EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT ON THE SOUTH LINE OF BLOCK 116, PLAT "A", SALT LAKE CITY SURVEY, SAID POINT BEING SOUTH 89° 54' 47" WEST 115.35 FEET FROM THE SOUTHEAST CORNER OF LOT 3, SAID BLOCK 116, AND RUNNING THENCE NORTH 08° 06' 10" WEST 666.82 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 116.

CONTAINS: 0.15 ACRES

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A 10.00 FOOT WIDE UTILITY EASEMENT BEING 5.0 FEET PERPENDICULARLY EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT SOUTH 89° 59' 07" WEST 66.00 FEET AND NORTH 00° 00' 27" WEST 313.40 FEET FROM THE SOUTHWEST CORNER OF BLOCK 119, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 50° 05' 23" EAST 146.66 FEET TO AN EXISTING UTILITY POLE; THENCE NORTH 35° 30' 23" EAST 77.02 FEET TO AN EXISTING UTILITY POLE; THENCE NORTH 01° 55' 53" WEST 189.91 FEET TO THE NORTH LINE OF SAID BLOCK 119.

CONTAINS: 0.09 ACRES

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A 10.00 FOOT WIDE UTILITY EASEMENT BEING 5.0 FEET PERPENDICULARLY EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT ON THE SOUTH LINE OF BLOCK 119, PLAT "A", SALT LAKE CITY SURVEY, SAID POINT BEING NORTH 89° 59' 07" EAST 104.51 FEET FROM THE SOUTHWEST CORNER OF SAID BLOCK 119, AND RUNNING THENCE NORTH 07° 58' 13" WEST 666.35 FEET TO THE NORTH LINE OF SAID BLOCK 119.

CONTAINS: 0.15 ACRES

BK 8208 PG 2630

A 10.00 FOOT WIDE UTILITY EASEMENT BEING 5.0 FEET PERPENDICULARLY EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT SOUTH 00° 00' 51" EAST 26.86 FEET AND WEST 66.00 FEET FROM THE NORTHWEST CORNER OF BLOCK 83, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 89° 06' 17" EAST 557.34 FEET; THENCE SOUTH 10° 05' 14" EAST 124.14 FEET; THENCE EAST 101.67 FEET TO THE UNION PACIFIC RAILROAD COMMUNICATIONS BUILDING.

CONTAINS: 0.18 ACRES

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UNION PACIFIC RAILROAD COMPANY
Salt Lake City, Salt Lake County, Utah

EXHIBIT "B"

Real property in Salt Lake City, Salt Lake County, State of Utah, more particularly described as follows:

PARCEL 1

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 62, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 00° 00' 59" EAST ALONG THE EAST LINE OF SAID BLOCK 62, 115.01 FEET TO A POINT ON A 743.62 FOOT RADIUS CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH 68° 50' 12" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 128.20 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 62; THENCE NORTH 89° 58' 09" EAST ALONG SAID NORTH LINE 56.30 FEET TO THE POINT OF BEGINNING.

Containing an area of 0.07 acres more or less

PARCEL 2

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 65, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 00° 01' 01" EAST ALONG THE EAST LINE OF SAID BLOCK 65 442.38 FEET, MORE OR LESS, TO THE NORTH LINE OF THE PROPERTY CONVEYED TO SALT LAKE CITY CORPORATION BY QUIT CLAIM DEED RECORDED SEPTEMBER 29, 1960 AS ENTRY NO. 1739045 IN BOOK 1745 AT PAGE 447; THENCE ALONG SAID NORTH LINE SOUTH 89° 58' 58" WEST 10.00 FEET; THENCE SOUTH 00° 01' 01" EAST 80.02 FEET ALONG THE WEST LINE OF SAID SALT LAKE CITY CORPORATION'S PROPERTY; THENCE NORTH 89° 58' 58" EAST 10.00 FEET ALONG THE SOUTH LINE OF SAID SALT LAKE CITY CORPORATION'S PROPERTY TO A POINT ON SAID EAST LINE OF BLOCK 65, THENCE SOUTH 00° 01' 01" EAST ALONG SAID EAST LINE 137.75 FEET TO THE SOUTHEAST CORNER OF BLOCK 65; THENCE SOUTH 89° 58' 15" WEST ALONG THE SOUTH LINE OF SAID BLOCK 65, 217.37 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL CONVEYED BY UNION PACIFIC RAILROAD COMPANY TO NATIONAL FARMERS UNION SERVICE CORPORATION BY WARRANTY DEED RECORDED MARCH 3, 1951 AS ENTRY NO. 1236536 IN BOOK 839 AT PAGE 646; THENCE ALONG EASTERLY BOUNDARY OF SAID PARCEL THE FOLLOWING 4 COURSES: NORTH 29° 05' 52" WEST 140.41 FEET; THENCE SOUTH 60° 55' 12" WEST 1.0 FOOT; THENCE 69.04 FEET ALONG THE ARC OF A 382.07 FOOT RADIUS CURVE TO THE LEFT (DELTA EQUALS 10° 21' 12"); THENCE NORTH 50° 34' 00" EAST 1.0 FOOT; THENCE NORTH 39° 26' 00" WEST 164.75 FEET TO THE EAST LINE OF THE UTAH POWER AND LIGHT PROPERTY; THENCE NORTH 00° 00' 36" WEST 22.91 FEET ALONG SAID EAST LINE TO A POINT ON THE NORTH LINE OF LOT 3, SAID BLOCK 65; THENCE SOUTH 89° 58' 18" WEST ALONG THE NORTH LINE OF SAID LOT 3, 231.06 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 65, PLAT "A", SALT LAKE CITY SURVEY, THENCE NORTH 00° 00' 23" WEST ALONG SAID WEST LINE 330.08 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 65, THENCE NORTH 89° 58' 21" EAST ALONG SAID NORTH LINE 660.12 FEET TO THE POINT OF BEGINNING.

Containing an area of 7.42 acres more or less

PARCEL 3

BEGINNING AT A POINT NORTH 89° 49' 32" EAST 26.40 FEET FROM THE SOUTHEAST CORNER OF BLOCK 80, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 89° 49' 32" WEST ALONG THE SOUTH LINE OF SAID BLOCK 80, 752.51 FEET TO A POINT SOUTH 89° 49' 32" WEST 66.00 FEET FROM THE SOUTHWEST CORNER OF SAID BLOCK 80, THENCE NORTH 00° 09' 44" WEST PARALLEL TO AND 66.00 FEET WESTERLY DISTANT OF THE WEST LINE OF SAID BLOCK 80, 660.20 FEET TO A POINT SOUTH 89° 58' 53" WEST 66.00 FEET FROM THE NORTHWEST CORNER OF SAID BLOCK 80, THENCE NORTH 00° 08' 17" WEST 132.99 FEET TO A POINT SOUTH 89° 58' 53" WEST 66.00 FEET FROM THE SOUTHWEST CORNER OF BLOCK 83, PLAT "A", SALT LAKE CITY SURVEY; THENCE NORTH 00° 00' 51" WEST PARALLEL TO AND 66.00 FEET WESTERLY DISTANT OF THE WEST LINE OF SAID BLOCK 83, 660.35 FEET TO A POINT SOUTH 89° 58' 47" WEST 66.00 FEET FROM THE NORTHWEST CORNER OF SAID BLOCK 83, THENCE NORTH 00° 51' 15" WEST 131.87 FEET TO A POINT SOUTH 89° 59' 06" WEST 66.00 FEET FROM THE SOUTHWEST CORNER OF BLOCK 98, PLAT "A", SALT LAKE CITY SURVEY; THENCE NORTH 00° 04' 22" EAST PARALLEL TO AND 66.00 FEET WESTERLY DISTANT OF THE WEST LINE OF SAID BLOCK 98, 660.34 FEET TO A POINT SOUTH 89° 59' 27" WEST 66.00 FEET FROM THE NORTHWEST CORNER OF SAID BLOCK 98, THENCE NORTH 00° 07' 06" WEST 131.78 FEET TO A POINT SOUTH 89° 54' 40" WEST 66.00 FEET FROM THE SOUTHWEST CORNER OF BLOCK 101, PLAT "A", SALT LAKE CITY SURVEY; THENCE NORTH 00° 06' 08" WEST PARALLEL TO AND 66.00 FEET DISTANT WESTERLY OF THE WEST LINE OF SAID BLOCK 101, 660.23 FEET TO A POINT SOUTH 89° 54' 23" WEST 66.00 FEET FROM THE NORTHWEST CORNER OF SAID BLOCK 101, THENCE NORTH 89° 54' 23" EAST ALONG THE NORTH LINE OF SAID BLOCK 101, 396.13 FEET TO THE NORTHEAST CORNER OF LOT 5, OF SAID BLOCK 101, THENCE SOUTH 00° 06' 11" EAST ALONG THE EAST LINE OF LOTS 5 AND 4, 330.13 FEET TO THE NORTHEAST CORNER OF LOT 3, SAID BLOCK 101, THENCE SOUTH 07° 26' 29" EAST 332.87 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 101; THENCE NORTH 89° 54' 40" EAST ALONG SAID SOUTH LINE 30.01 FEET; THENCE SOUTH 35° 01' 34" EAST 161.70 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 98, THENCE SOUTH 89° 59' 27" WEST ALONG SAID NORTH LINE 129.49 FEET TO A POINT ON A 1098.72 FOOT RADIUS CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 86° 44' 52" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 56.23 FEET TO A POINT OF TANGENCY; THENCE SOUTH 06° 11' 03" EAST 50.06 FEET TO A POINT OF A 645.28 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 69.60 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00° 00' 15" EAST 485.03 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 98, THENCE NORTH 89° 59' 06" EAST ALONG SAID SOUTH LINE 112.88 FEET; THENCE SOUTH 00° 00' 12" WEST 142.21 FEET; THENCE SOUTH 00° 00' 44" EAST 344.00 FEET; THENCE NORTH 89° 58' 47" EAST 209.02 FEET TO A POINT NORTH 89° 58' 47" EAST 44.00 FEET FROM THE EAST LINE OF SAID BLOCK 83; THENCE SOUTH 00° 01' 24" EAST PARALLEL TO AND 44.00 FEET DISTANT EASTERLY OF SAID EAST LINE 155.97 FEET; THENCE SOUTH 89° 59' 39" WEST 195.00 FEET; THENCE SOUTH 00° 05' 41" EAST 421.46 FEET; THENCE NORTH 89° 50' 45" EAST 194.99 FEET TO A POINT NORTH 89° 50' 45" EAST 44.00 FEET FROM THE EAST LINE OF SAID BLOCK 80, THENCE SOUTH 00° 00' 59" EAST PARALLEL TO AND 44.00 FEET DISTANT EASTERLY OF SAID EAST LINE 162.77 FEET; THENCE SOUTH 89° 50' 45" WEST 17.19 FEET TO A POINT NORTH 89° 50' 45" EAST 26.40 FEET FROM THE EAST LINE OF SAID BLOCK 80, THENCE SOUTH 00° 09' 15" EAST PARALLEL TO AND 26.40 FEET DISTANT EASTERLY OF SAID EAST LINE 357.38 FEET TO THE POINT OF BEGINNING

Containing an area of 37.11 acres more or less

PARCEL 4

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3, BLOCK 116, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 89° 54' 47" WEST ALONG THE SOUTH LINE OF SAID BLOCK 116, 396.13 FEET TO A POINT SOUTH 89° 54' 47" WEST 66.00 FEET FROM THE SOUTHWEST CORNER OF SAID BLOCK 116, THENCE NORTH 00° 05' 30" WEST PARALLEL TO AND 66.00 FEET WESTERLY DISTANT OF THE WEST LINE OF SAID BLOCK 116, 660.31 FEET TO A POINT SOUTH 89° 54' 57" WEST 66.00 FEET FROM THE NORTHWEST CORNER OF SAID BLOCK 116, THENCE NORTH 89° 54' 57" EAST ALONG THE NORTH LINE OF SAID BLOCK 116, 273.30 FEET; THENCE SOUTH 00° 05' 39" EAST 165.07 FEET; THENCE NORTH 89° 54' 55" EAST 5.34 FEET; THENCE SOUTH 08° 26' 59" EAST 40.43 FEET; THENCE NORTH 89° 54' 57" EAST 29.04 FEET; THENCE SOUTH 00° 05' 40" EAST 125.07 FEET; THENCE NORTH 89° 54' 53" EAST 82.53 FEET TO THE NORTHEAST CORNER OF SAID LOT 3, THENCE SOUTH 00° 05' 43" EAST ALONG THE EAST LINE OF SAID LOT 3, 330.15 FEET TO THE POINT OF BEGINNING.

Containing an area of 5.20 acres more or less

PARCEL 5

BEGINNING AT A POINT SOUTH 89° 59' 07" WEST 66.00 FEET FROM THE SOUTHWEST CORNER OF BLOCK 119, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 00° 00' 27" WEST PARALLEL TO AND 66.00 FEET WESTERLY DISTANT OF THE WEST LINE OF SAID BLOCK 119, 329.96 FEET; THENCE NORTH 03° 49' 19" WEST 330.69 FEET TO A POINT SOUTH 89° 58' 30" WEST 88.00 FEET FROM THE NORTHWEST CORNER OF SAID BLOCK 119, THENCE NORTH 89° 58' 30" EAST ALONG THE NORTH LINE OF SAID BLOCK 119 220.01 FEET; THENCE SOUTH 00° 00' 34" EAST 197.49 FEET; THENCE SOUTH 89° 58' 41" WEST 39.90 FEET; THENCE SOUTH 00° 00' 32" EAST 34.49 FEET; THENCE SOUTH 08° 04' 58" EAST 265.62 FEET; THENCE NORTH 89° 58' 58" EAST 35.61 FEET; THENCE SOUTH 00° 00' 36" EAST 164.99 FEET TO THE SOUTH LINE OF SAID BLOCK 119, THENCE SOUTH 89° 59' 07" WEST ALONG SAID SOUTH LINE 231.03 FEET TO THE POINT OF BEGINNING.

Containing an area of 3.05 acres more or less

Office of Real Estate
Omaha, Nebraska
October 16, 1998

7202242
12/24/98 12:45 PM 63.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
STEWART TITLE GUARANTY CO
455 E 500 S #200
SLC, UT 84111
REC BY: A GARAY
DEPUTY - WI