

WHEN RECORDED, MAIL TO:
ROBERT M. TAYLOR
2180 SOUTH 1300 EAST, SUITE 520
SALT LAKE CITY, UTAH 84106

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10/22/2001 11:37 AM 49.00
Book - 8514 Pg - 2136-2151
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: ZJM, DEPUTY - WI 16 F.

8036757

DECLARATION OF EASEMENT INCLUDING COVENANTS, CONDITIONS, AND RESTRICTIONS

This Declaration of Easement, including Covenants, Conditions, and Restrictions (the "Declaration") is made and entered into on this 18 day of October, 2001, by, between and among the following parties: West Jordan Gateway Office Park Association, Inc., a Utah non-profit corporation ("Gateway"), JTR Paxton Ninety Thirteen, L.C., a Utah limited liability company ("JTR Paxton"), and Johansen Family Holdings, L.L.C., and Thackeray Family Holdings, L.L.C., both of which are Utah limited liability companies (the two of which are together referred to as the "1300 West Owner").

RECITALS

A. The West Jordan Gateway Office Condominium (the "Gateway Office Park"), a commercial condominium development, providing for office buildings, parking lots and related uses, is situated on the real property described on Exhibit "B", which is attached hereto and incorporated herein by this reference (the "Gateway Parcel"). Gateway is the association of owners of the Condominium Buildings, and pursuant to the Declaration of Condominium is the title holder and the entity responsible for the management, maintenance, operation and control of the Area of Common Responsibility of the Gateway Office Park.

B. The parties which constitute the 1300 West Owner are the owners as tenants in common of that certain parcel of real property on 1300 West St., situated between the corner of 9000 South and 1300 West St., and the Gateway Parcel, in West Jordan, Utah, which real property is more particularly described on Exhibit "C", which is attached hereto and incorporated herein by this reference (the "1300 West Parcel"). It is intended that the 1300 West Parcel may be used for a commercial service business.

C. JTR Paxton is the owner of that certain real property situated at 1265 West 9000 South, West Jordan, Utah, which is more particularly described on Exhibit "D", which is attached hereto and incorporated herein by this reference (the "9000 South Parcel") upon which there is currently situated and operated a McDonald's restaurant facility (the "McDonald's Use"), pursuant to a lease arrangement (the "McDonald's Lease") between JTR Paxton and McDonald's Corporation, a Delaware corporation.

D. In connection with the development of the West Jordan Gateway Office Park, a private driveway has been constructed which provides ingress and egress to the Gateway Office Park from 1300 West, and which includes an easement over twenty (20) feet of the southernmost portion

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of the 1300 West Parcel, and proceeds across the Gateway Parcel in the manner which is more particularly described on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Private Driveway").

E. The parties to this Declaration desire to create certain easements and rights in respect to the Private Driveway, on the conditions and subject to the covenants and restrictions set forth herein.

DECLARATION

Now, therefore, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, for themselves and their successors in interests as provided herein do hereby declare and agree as follows:

1. **Definitions.** In addition to the terms defined in the context of a use of such term in this Agreement, the following terms (whether or not capitalized) when used in this Declaration shall have the meanings set forth:

1.1 "Party" shall mean each person, or if plural, all persons, executing this Declaration and such party's heirs, successors and assigns in interest with respect to the parcels of real property which are referred to in this Agreement as of the date of exercise of the powers granted hereunder.

1.2 "Person" shall mean and refer to an individual or entity (such as, but not necessarily limited to a corporation, partnership, limited liability company or other entity recognized in law) which is capable of owning an interest in real property.

2. **Easements.**

2.1 The 1300 West Owner hereby acknowledges that it has previously granted and hereby reaffirms its grant to Gateway of a perpetual non-exclusive easement appurtenant to and across the approximately twenty (20) foot south boundary of the 1300 West Parcel upon which a portion of the Private Driveway is situated for the purpose of allowing vehicular access between 1300 West Street and the Gateway Office Park.

2.2 The 1300 West Owner and Gateway grant to JTR Paxton a nonexclusive easement appurtenant to and across the Private Driveway for the purpose of ingress and egress between the 9000 South Parcel and 1300 West, subject to and conditioned upon the covenants, conditions, and restrictions set forth herein.

2.3 Gateway grants to the 1300 West Owner a nonexclusive easement appurtenant to and across the portion of the Private Driveway situated upon the Gateway

Parcel for the purpose of ingress and egress between 1300 West and the two accesses to the 1300 West Parcel shown on the plans for the 1300 West Parcel which have been approved by West Jordan City, as of the date hereof, subject to and conditioned upon the covenants, conditions, and restrictions set forth herein.

2.4 Simultaneous with the grant of the easement to JTR Paxton in 2.2, above, and in consideration thereof, JTR Paxton does hereby release to the 1300 West Owner and forever abandon the prior easement across the 1300 West Parcel in favor of JTR Paxton, which is more particularly described on Exhibit "E", attached hereto. It is the intent of the parties that the remaining portion of the said prior easement, which crossed the Gateway Parcel, be merged with the easement created by, and that it be accordingly governed by, this Declaration. JTR Paxton agrees to execute and deliver, and to provide from its tenant, McDonald's Corporation, without additional consideration, such other and further assurance, instruments and documents as the 1300 West Owner may reasonably request in order to fulfill the intent of this paragraph.

3. Covenants, Conditions, and Restrictions.

3.1 Maintenance, Sharing of Expenses.

3.1.1 Gateway agrees to keep and maintain the Private Driveway in good condition. Gateway's obligation shall be to maintain and care for the condition of the asphalt roadway (including patching and resealing of the same as needed) and to provide snow removal services consistent with the custom in the community for commercial access and parking facilities to facilitate business access when snow accumulation of one (1") inch or more has occurred. If JTR Paxton or the 1300 West Owner perceive a need for repair and/or maintenance of the Private Driveway, such party may notify Gateway thereof in writing with specificity. Gateway agrees to cause the repair or maintenance to be done within a reasonable period of time after receipt of such notice, considering the circumstances and the urgency (in respect to safety) of satisfying such need. Generally, and subject to the conditions and circumstances prevailing, it is agreed that thirty (30) days is a reasonable period for repairs to the Private Driveway. Neither JTR Paxton nor the 1300 West Owner shall have a right to maintain or repair the Private Driveway in Gateway's stead, unless Gateway fails to fulfill its obligations hereunder. JTR Paxton and/or the 1300 West Owner may, through their successors, lessees, agents or assigns, perform such maintenance in addition to, or more frequent snow removal than, that required of Gateway, provided that such additional maintenance and/or snow removal does not interfere with or counter-effect, in any way, the maintenance efforts of Gateway, and further provided that such additional maintenance or snow removal is provided at such party's own expense.

3.1.2 The 1300 West Owner and JTR Paxton each agree to contribute their proportionate share of the costs and expenses incurred by Gateway (or by another party after notice and failure by Gateway as provided in 3.1.1) for the repair and maintenance of the Private Driveway, including a reasonable management fee (the "Maintenance Expenses"), according to the following agreed fractions (the numerator of which represents the area of the subject parcel and the denominator of which represents the area of the three parcels combined):

· 9000 South Parcel:	$\frac{41,250}{450,511.5}$	(9.15%)
· 1300 West Parcel:	$\frac{46,665}{450,511.5}$	(10.36%)
· Gateway Parcel:	$\frac{362,606.5}{450,511.5}$	(80.49%)

The parties acknowledge and agree, each for the benefit of the other, that it would be extremely difficult to measure or anticipate the share of the traffic across the Private Driveway attributable to any one party, and further that the volume of use attributable to any one party will vary from time to time, and therefore agree that the above-referenced apportionment of financial responsibility is fair and equitable. Accordingly, as a condition for their continuing right to use the easement granted, the 1300 West Owner and JTR Paxton shall each reimburse Gateway for Maintenance Expenses in their proportionate shares within ten (10) days of receipt of an invoice for such Maintenance Expenses. Any invoice provided for Maintenance Expenses shall specify the maintenance or repair performed, the expenses and management fees, incurred, and shall set forth the allocations among the parties.

3.1.3 All sums assessed for Maintenance Expenses to an owner of any parcel pursuant to this Declaration of Easement, together with costs of recovery thereof, including attorneys fees, shall be secured by a lien on such owner's parcel in favor of the damaged party. To evidence a lien pursuant to the foregoing, the damaged party may prepare and record a written notice of lien setting forth the amount of the assessment, the due date, the amount unpaid, and a description of the parcel. Any such notice shall be signed and acknowledged, and recorded in the office of the County Recorder of Salt Lake County, State of Utah. Such lien may be enforced by sale or foreclosure by judicial foreclosure in accordance with applicable law.

3.2 No easement for utilities, nor for any other use, either above or below ground, is intended, nor shall any such easement be implied from anything in this Declaration.

3.3 The easements for JTR Paxton and the 1300 West Owner are limited to use for ingress and egress by vehicles, to and from the 9000 South Parcel and 1300 West Parcel.

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respectively, for the benefit of the owners, employees, customers, invitees and guests of the persons occupying such parcels. No such use shall impede traffic flow upon the Private Driveway. Vehicular traffic on the Private Driveway shall, at all times, be able to flow freely across such Private Driveway at a reasonable speed considering the nature of the strip and its purpose. Accordingly, but without limitation intended, neither the 1300 West Owner nor JTR Paxton, shall, alone, or in combination with any other user of the Private Driveway, allow a use of or circumstance associated with their parcel to cause or contribute to circumstances which, in turn, cause traffic to "stack up" or "line up" in a stop-and-go fashion, or at speeds slower than that described above. An occupant, invitee, etc., to any portion of the Gateway Office Park shall be at all times able to access, without difficulty or impedance, the portion of the Gateway Office Park desired, over and across the Private Driveway. In the event that traffic to the 9000 South Parcel or to the 1300 West Parcel impedes traffic in violation of the foregoing restriction, Gateway may -- after providing oral notice of the problem to the on-site manager of the parcel(s) to or from which such impeding traffic is ingressing or egressing, and providing a reasonable opportunity to remedy the problem -- take such action as is reasonably necessary, including, without limitation, to temporarily restrict or divert access to such parcel(s) over the Private Driveway, to reestablish free flow of traffic.

3.4 The Private Driveway shall not be used for parking (including, without limitation, temporary parking for deliveries or services) by any user.

3.5 No party shall use the Private Driveway to transport any Hazardous Substance, except in compliance with all applicable federal, state or local statutes, ordinances, rules, regulations or guidelines pertaining to health, industrial hygiene, or the environment (herein referred to as "Environmental Laws"). It is understood that "Hazardous Substances" shall mean all substances, materials and wastes that are or become regulated, or classified as hazardous or toxic, under any Environmental Law.

3.6 No party shall allow any tree, building or other structure, sign or other protrusion from such party's parcel to encroach upon or interfere with the uses granted or reserved to the other parties hereunder.

3.7 The owner and/or legal occupant of the parcels which benefit from the easements granted hereunder shall be responsible to the others for damages to the Private Driveway which result from, or arise as a consequence of, the negligent conduct of or misuse or abuse by such owner or their tenants, invitees, employees, customers, guests, delivery or service providers or others using the Private Driveway pursuant to the rights granted hereunder. The owner of such parcel shall, accordingly, be responsible for and pay, and shall further indemnify and hold harmless the other parties from and against any and all costs, damages, claims, causes of action, or liability whatsoever, including costs and reasonable attorneys fees, arising out of or resulting from such negligence or other misuse.

4. 1300 West Entrance Area.

4.1 The entrance to the Private Driveway at 1300 West shall be maintained in a manner consistent with class "A" office building entry ways.

4.2 The 1300 West Owner grants to Gateway an aesthetic easement for purposes of maintaining an appropriate professional office building entrance to the Gateway Office Park over and across that portion of the 1300 West Parcel which is within fifteen (15) feet of the northern and western edges of the Private Driveway. Accordingly, but without limitation intended: no signage or other structure shall be constructed within the protected area which, in size, presentation, sound or other feature is aesthetically inconsistent with an entrance to class A commercial office building; and no unsightly growths or objects shall be maintained or allowed in the said protected area unless screened from view from the Private Driveway and its entrance. In accordance with the foregoing, no signage shall be permitted upon the 1300 West Parcel in the protected area without the express written consent of Gateway, which consent shall not unreasonably be withheld.

5. Duration/Early Termination.

5.1 Unless terminated pursuant to the provisions of this Declaration, or by agreement between or among the parties, or abandonment by any of the parties or their successors in interest, the easements granted hereunder, and the covenants, conditions, and restrictions set forth in this Declaration shall continue in perpetuity. Notwithstanding the foregoing, so long as the McDonald's Lease has not been terminated, or, if McDonald's Corporation or any affiliate thereof has acquired the 9000 South Parcel, or McDonald's has not terminated or abandoned the McDonald's Use thereof, then the easement described in Section 2.2 shall continue until the later of the termination of such lease or use.

5.2 In the event of a material breach of a material covenant, condition, or restriction upon the use of the Private Driveway by the 1300 West Owner or JTR Paxton hereunder, or a failure by a parcel owner to timely pay its share of expenses for the maintenance and repair of the Private Driveway as provided herein, the enforcing party shall, in addition to the other remedies described in this Declaration, have the right to notify the then owner of the applicable parcel of such breach of duty or violation, in writing, and to require that the breach or violation be cured within fifteen (15) days of receipt of such notice; provided, however, that if the nature of the breach is not curable by payment of money and the circumstances or conditions are such that the cure cannot reasonably be accomplished within such period of time, then, if such party shall commence the cure within such period of time and diligently pursue the cure to completion, the cure shall be deemed to have been accomplished. In the event that the recipient of such notice fails to so cure a breach, the enforcing party may, if the breach is failure to pay, elect to take any appropriate legal action to recover its damages, including costs, expenses and attorneys fees, or, if the breach is not curable by payment of money, but instead by compliance relative to use of the Private

Driveway, take appropriate action to enjoin such party from any exercise of the rights to use the easement granted herein until such cure is accomplished. If such failure to cure continues for a period of one (1) year from the date of the first notice of the breach of duty or violation, and provided that there is not a good faith dispute in respect to such breach of duty or violation which has not been resolved by a court, an arbiter, an admission, or an agreement of the parties, then the defaulting party shall be conclusively deemed to have abandoned its rights and interests hereunder.

5.3 The 1300 West Owner and JTR Paxton or their respective successor(s) in interest shall each have the right to elect to abandon and thereby terminate their rights to use the Private Driveway, by ninety (90) day's written notice of such election to Gateway, or its successor in interest. Notwithstanding the foregoing, so long as the McDonald's Lease or McDonald's Use continues, neither JTR Paxton nor its successor in interest shall abandon and terminate the rights reserved for the 9000 South Parcel without the consent of McDonald's Corporation.

5.4 Any final termination of an easement right of the 1300 West Owner and/or JTR Paxton pursuant to any of the foregoing shall forever terminate the easement provided for hereunder. Accordingly, such party shall have no further right to use, nor interest in the Private Driveway, and such party's obligations to bear a share of any future financial expenses for maintenance and repair of such strip shall terminate.

6. **Not a Public Dedication.** Nothing contained in this Declaration will be deemed to be a gift or a dedication of any portion of any parcel of property to the general public, or for the general public, or for any public purpose whatsoever. It is the intent of the parties that this Declaration be strictly limited to and for the purpose expressed herein.

7. **Benefits and Burdens Run with Land.** Each and all of the easements, covenants, conditions, restrictions, rights and provisions granted or created in this Declaration are appurtenances to the parcels as provided herein, and none of the easements, covenants, restrictions, conditions, rights and/or provisions may be transferred, assigned or encumbered except as an appurtenance to such parcels of property. For purposes of the easements, covenants, restrictions, conditions, rights and provisions created by this Declaration, the parcel benefitted will constitute the dominant estate, and the parcel burdened by any such easement, covenant, condition, restriction, rights and/or privilege will constitute the servient estate. Accordingly, each and all of the easements, covenants, restrictions, conditions, rights and provisions contained in this Declaration (whether affirmative or negative in nature) are made for the direct, mutual and reciprocal benefit of each parcel as provided herein, and will create equitable servitudes upon the tracts which shall run with the land and which will bind and inure to the benefit of every person having any fee, leasehold or other interest in any portion of such parcel at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, restriction, right, condition or provision in question and will bind and inure to the benefit of the parties and their respective heirs, successors and assigns as to their respective parcels.

8. Miscellaneous Provisions.

8.1 The parties do not, by this Declaration, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

8.2 Each party shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from timely performance by a cause or cause beyond such party's control, including labor disputes, civil commotion, war, governmental regulations, moratoriums or controls, fire or other casualties, inability to obtain any material or services, or acts of God.

8.3 Failure of a party to insist upon the strict performance of any provision or to any exercise of any right or option hereunder shall not be construed as a waiver for future purposes with respect to any such provision or right. No provision of this Declaration shall be deemed to have been waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

8.4 If any provision of this Declaration or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Declaration or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Declaration shall be valid and enforced to the fullest extent permitted by law.

8.5 Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns.

8.6 Each person executing this Declaration for an entity represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing, and that this Declaration is binding upon such entity in accordance with its terms.

8.7 This Agreement shall be construed in accordance with the laws of the state of Utah.

8.8 **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and will be deemed to have been duly given when delivered or mailed, first class postage pre-paid to the record owner of the subject parcel, according to the official records of the Salt Lake County Assessor, and, if the notice pertains to the 9000 South Parcel, then so long as the McDonald's Use continues, with a copy to McDonald's Corporation in care of the following address:

McDonald's
One McDonald's Plaza
Oak Brook, IL 60523
Attn: U.S. Legal Department
091 (LC: 043-0136)

or, that failing, its registered agent in the state of Utah.

With the intent to be bound by the foregoing, the parties have executed this Declaration on the day and year first above written:

WEST JORDAN GATEWAY OFFICE PARK
ASSOCIATION, INC.

Christopher K. McCandless
Signature

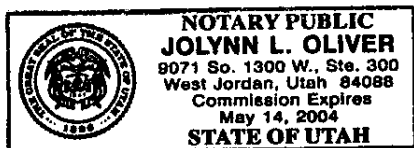
Christopher K. McCandless
Print Name Title

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

On this 17th day of October, 2001, personally appeared before me Christopher K. McCandless, the signer of the above instrument, who duly acknowledged to me that he executed the same for and on behalf of West Jordan Gateway Office Park Association, Inc., a Utah non-profit corporation, in his authorized capacity as stated.

Jolynn L. Oliver
NOTARY PUBLIC

My Commission Expires: 5/14/2004



JOHANSEN FAMILY HOLDINGS, L.L.C.

Armand D. Johansen
Signature

Armand D. Johansen Manager
Print Name Title

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

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On this 18th day of October, 2001, personally appeared before me Arnaud D Johansen, the signer of the above instrument, who duly acknowledge to me that he executed the same for and on behalf of Johansen Family Holdings, L.L.C., a Utah limited liability company, in his authorized capacity as stated.

Cathy Prestwich
NOTARY PUBLIC

My Commission Expires:



THACKERAY FAMILY HOLDINGS, L.L.C.

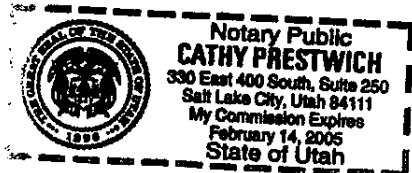
John R. Thackeray
Signature
JOHN R. THACKERAY MANAGER
Print Name Title

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

On this 18th day of October, 2001, personally appeared before me John R. Thackeray, the signer of the above instrument, who duly acknowledge to me that he executed the same for and on behalf of Thackeray Family Holdings, L.L.C., a Utah limited liability company, in his authorized capacity as stated.

Cathy Prestwich
NOTARY PUBLIC

My Commission Expires:



JTR PAXTON NINETY THIRTEEN, L.C.

John R. Thackeray
Signature
JOHN R. THACKERAY MANAGER
Print Name Title

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

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On this 16th day of October, 2001, personally appeared before me John
R. Thackeray, the signer of the above instrument, who duly acknowledge to me that he
executed the same for and on behalf of JTR Paxton Ninety Thirteen, L.C., a Utah limited liability
company, in his authorized capacity as stated.

Cathy Prestwich
NOTARY PUBLIC

My Commission Expires:

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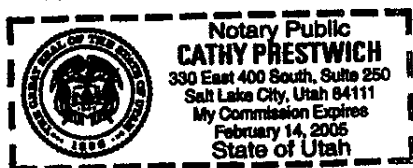


EXHIBIT "A"
to
Declaration of Easement

Legal Description of Private Driveway

Tax Parcel No. 27-02-301-054

Real property located in Salt Lake County, State of Utah, which is specifically described as follows:

Beginning at a point on the East right-of-way line of 1300 West Street, said point being South 00°01'25" West along the Section line 368.715 feet and South 89°58'35" East 33.00 feet from the West Quarter Corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 89°55'10" East 233.779 feet; thence North 00°01'25" East 61.56 feet; thence South 89°58'03" West 3.48 feet; thence North 00°01'25" East 24.00 feet; thence North 89°58'03" East 36.03 feet; thence South 15°28'07" West 28.37 feet; thence South 00°01'25" West 108.99 feet; thence North 89°58'35" West 258.779 feet to said East right-of-way line of 1300 West Street; thence North 00°01'25" East along said East right-of-way line 50.32 feet to the point of beginning.

EXHIBIT "B"
to
Declaration of Easement

Legal Description of Gateway Parcel

Tax Parcel No. 27-02-302-002

Real property located in Salt Lake County, State of Utah, which is specifically described as follows:

Beginning South 00°01'25" West 422.76 feet and South 89°58'35" East 40 feet from West 1/4 Corner Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°58'35" East 208.10 feet; thence South 00°04'50" East 180.36 feet; thence North 89°55'10" East 14 feet; thence South 00°04'50" East 60.43 feet; thence North 89°55'10" East 170.46 feet; thence North 00°04'40" West 164.15 feet; thence North 89°55'10" East 12 feet; thence North 00°04'50" West 187 feet; thence South 89°55'10" West 29.60 feet; thence North 00°04'50" West 30.34 feet; thence West 151.41 feet; thence South 00°01'25" West 105.79 feet; thence South 89°55'10" West 223.30 feet; thence South 00°01'25" West 34.74 feet to Beginning.

EXHIBIT "C"

to

Declaration of Easement

Legal Description of 1300 West Parcel

Tax Parcel Nos. 27-02-301-002;
27-02-301-047; and
27-02-301-054

Real property located in Salt Lake County, State of Utah, which is specifically described as follows:

Beginning at a point on the proposed East right-of-way line of 1300 West Street said point being South 00°01'25" West along the section line 176.88 feet and South 89°58'35" East 40.00 feet from the West Quarter Corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence South 89°58'35" East 210.00 feet; thence South 00°01'25" West 105.86 feet; thence North 89°57'48" East 13.30 feet; thence South 00°01'25" West 104.88 feet; thence South 89°55'10" West 223.30 feet to said proposed East right-of-way line of 1300 West Street; thence North 00°01'25" East along said right-of-way line 211.13 feet to the Point of Beginning.

EXHIBIT "D"
to
Declaration of Easement

Legal Description of 9000 South Parcel

Tax Parcel Nos. 27-02-301-020;
27-02-301-021; and
27-02-301-045

Real property located in Salt Lake County, State of Utah, which is specifically described as follows:

Beginning on the South line of 9000 South Street at a point that is N89°58'03"E along the monument line 250.00 feet and S0°01'25"W 33.00 feet from the County monument at the West Quarter corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian, from which monument the County monument at the Southwest corner of said Section 2 bears S0°01'25"W (basis of bearing); thence along said South line of 9000 South Street N89°58'03"E 165.00 feet; thence S0°01'25"W 250.00 feet; thence S89°58'03"W 165.00 feet; thence N0°01'25"E 250.00 feet to the point of beginning. Contains 41,250 square feet or 0.9470 acre.

EXHIBIT 'E'
to
Declaration of Easement

Legal Description of Abandoned Easement

Tax Parcel Nos. 27-02-301-05; and
27-02-301-047

Real property located in Salt Lake County, State of Utah, which is specifically described as follows:

Beginning at a point on the East right-of-way line of 1300 West Street, said point being South 00°01'25" West along the Section line 279.97 feet and South 89°58'35" East 33.00 feet from the West Quarter Corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 89°58'03" East 217.00 feet; thence South 00°01'25" West 2.98 feet; thence North 89°57'48" East 13.30 feet; thence South 00°01'25" West 24.02 feet; thence South 89°58'03" West 230.30 feet to said East right-of-way line; thence North 00°01'25" East along Said East right-of-way line 27.00 feet to the point of beginning.