

**AFTER RECORDING PLEASE RETURN TO:**

David E. Gee, Esq.  
PARR WADDOUPS BROWN GEE & LOVELESS  
185 South State Street, Suite 1300  
Salt Lake City, Utah 84111-1537

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6/2/2008 4:41:00 PM \$42.00  
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Gary W. Ott  
Recorder, Salt Lake County, UT  
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BY: eCASH, DEPUTY - EF 17 P.

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**DECLARATION OF NONEXCLUSIVE EASEMENTS**  
**(Common Access Road)**

THIS DECLARATION OF NONEXCLUSIVE EASEMENTS (this "**Easement Agreement**") is made this 30<sup>th</sup> day of May, 2008 by and among (i) the UNIVERSITY OF UTAH, a corporate and body politic of the State of Utah (the "**University**"), (ii) THE LCP GROUP, L.P., a Delaware limited partnership, as Trustee of the Lexington Northwest Trust, a Delaware business trust ("**Lexington**"), (iii) NORTHWEST PIPELINE GP, a Delaware general partnership, formerly known as NORTHWEST PIPELINE CORPORATION, a Delaware corporation ("**NWP**" and, together with the University and Lexington, the "**Grantor**") and (iv) BOYER RESEARCH PARK ASSOCIATES IX, L.C., a Utah limited liability company ("**RPA**"). The University, Lexington, NWP and RPA are sometimes referred to in this Easement Agreement collectively as the "**Parties**" and individually as a "**Party**."

**RECITALS**

- A. The University is the fee owner of all of the Parcels (all capitalized terms not described above in this Easement Agreement are defined in Section 1 of this Easement Agreement).
- B. RPA is the owner of a leasehold interest in the RPA Parcel.
- C. Lexington and NWP are the owners of certain leasehold interests in the Lexington Parcel.
- D. Grantor has agreed to grant to and for the benefit of the RPA Parcel certain easements in respect of the right of ingress and egress over and across the Common Access Road.

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and RPA agree as follows:

1. **Definitions.** Certain capitalized terms which are used in this Easement Agreement are defined in this Easement Agreement prior to this Section. In addition to those previously defined terms, the following terms shall have the meanings indicated.

**"Benefited Parties"** means, with respect to a Parcel, the Owner and Occupants of that Parcel, and their respective employees, customers, guests and invitees.

**"Budget"** is defined in Section 5(b).

**"Common Access Road"** means the land and improvements located on the Lexington Parcel which provide access to the RPA Parcel from Chipeta Way. The legal description of the Common Access Road is set forth on Exhibit "A" and is depicted and labeled on the Site Plan.

**"Lexington Parcel"** means that certain real property located in Salt Lake County, Utah as more particularly described on Exhibit "D," attached hereto and incorporated herein by this reference.

**"Mortgage"** means a recorded mortgage, deed of trust or other security agreement creating a lien on, or other security interest in, any interest in a Parcel or a portion of a Parcel as security for the payment of indebtedness or performance of other obligations.

**"Mortgagee"** means a Person which is the mortgagee, beneficiary, secured party or other Person holding the lien or security interest under a Mortgage.

**"Occupant"** means any Person that, pursuant to a lease, concession, rental arrangement, license or any other instrument, agreement, contract, document, understanding or arrangement (whether written or oral) is entitled to or does occupy, possess or use any Parcel or any portion of a Parcel.

**"Owner"** means any Person that, at the time concerned, is the owner of record in the office of the County Recorder of Salt Lake County, Utah of a fee or leasehold interest in any Parcel or portion of any Parcel; provided however, the University shall not have any obligation to fund any payment otherwise required of an "Owner" of a Parcel pursuant to this Easement Agreement. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "**Owner**" shall not mean or include a Mortgagee unless and until such Person has acquired fee title to or a leasehold interest of record in a Parcel pursuant to foreclosure, trustee's sale or any deed, arrangement or proceeding in lieu thereof.

**"Owners' Percentages"** means a percentage for each of Owner as follows:

Owner of Lexington Parcel	50%
Owner of RPA Parcel	50%

**"Parcel"** means the Lexington Parcel or the RPA Parcel.

**"Parcels"** means the Lexington Parcel and the RPA Parcel.

**"RPA Parcel"** means that certain real property located in Salt Lake County, Utah as more particularly described on Exhibit "B," attached hereto and incorporated herein by this reference.

**"Person"** means a natural person, corporation, limited liability company, partnership or legal or governmental entity or trust.

**"Site Plan"** means the site plan attached to this Easement Agreement as Exhibit "C," which is incorporated herein by this reference.

2. **Grant of Easements.** Grantor hereby grants and creates the following easements over the Lexington Parcel, which easements shall be appurtenant to the RPA Parcel and for the benefit of the Benefited Parties of the RPA Parcel:

(a) Non-exclusive, perpetual easements to use the walkways set forth on the Site Plan on such Common Access Road for use by pedestrians.

(b) Non-exclusive, perpetual easements to use the Common Access Road for the purpose of furnishing ingress to and egress from the RPA Parcel for the vehicles of the Benefited Parties of the RPA Parcel.

(c) Non-exclusive, perpetual easement under the Common Access Road and into the Lexington Parcel in such locations as are set forth on the Site Plan for the purpose of installing, constructing, maintaining and repairing "screws" or similar improvements required or recommended by RPA's structural engineer to secure a shoring wall and otherwise resolve soil structural issues relating to the RPA Parcel.

(d) If required by any governmental authority, a non-exclusive, perpetual easement to enter onto the Lexington Parcel to paint the curb adjacent to the fire hydrant depicted on the Site Plan and to place a permanent sign next to such painted curb that states "Fire Lane No Parking" or other similar statement. The Owner of the Lexington Parcel agrees not to disturb such sign.

The foregoing non-exclusive easements may only be used to such extent as may be reasonably related to the use of the RPA Parcel for commercial, retail, medical research and office purposes and for purposes related to the RPA Parcel. Each of Lexington and NWP agrees that those areas of the Lexington Parcel comprising the Common Access Road as identified on the Site Plan as hereafter adjusted pursuant to Section 6 below are subject to the easements described in this Section 2 and shall be subordinate and subject to the terms and conditions of this Easement Agreement.

3. Use and Maintenance. The Owner of the Lexington Parcel shall not construct any additional improvements, roads, pathways or sidewalks on or across the Common Access Road without the prior written consent of the Owner of the RPA Parcel which consent shall not be unreasonably withheld, conditioned or delayed, but which may be withheld if the Owner of the RPA Parcel has reasonable grounds to claim that the additional improvements will materially and adversely impact the rights of the Benefited Parties of the RPA Parcel under this Easement Agreement, or their use of the Common Access Road and no alternative access road shall have been provided pursuant to Section 6. In the event that the Owner of the RPA Parcel fails to respond to a request for consent within ten (10) business days after receipt, it shall be deemed to have approved it. Lexington shall, at the joint cost of the Owners of the Parcels to be allocated and paid for as set forth in Section 5, keep or cause to be kept the Common Access Road in a good condition and repair (including, but not limited to, replacing portions of the Common Access Road as and when necessary to maintain it in the condition required by this Easement Agreement) and shall maintain the Common Access Road in good condition and repair and shall use commercially reasonable efforts to keep the Common Access Road free from any accumulations of dirt, trash and other debris. Notwithstanding anything in this Easement Agreement to the contrary, the use and maintenance of the Common Access Road by the Owner of the Lexington Parcel shall not materially affect, impact or alter the easement granted in Section 2(c).

4. Reservation by Grantor. Each Grantor retains all of its respective right, title and interest in the Common Access Road except the right to construct improvements or otherwise use or permit the use of the Common Access Road in a manner that would interfere with the use of the Common Access Road by the Benefited Parties of the RPA Parcel without providing an alternative access road pursuant to Section 6.

5. Allocation of Repair, Replacement and Maintenance Costs.

(a) The Common Access Road shall be regularly maintained and kept clean and in good order, condition and repair under the supervision of the Owner of the Lexington Parcel or its successors and assigns; provided that so long as NWP or its successors or assigns has a leasehold interest in the Lexington Parcel, it or its successors or assigns shall have the sole obligation to supervise the maintenance, replacement and repair of the Common Access Road and to perform the other obligations set forth in Sections 3 and 5 applicable to Lexington including, without limitation, the payment of Lexington's share of the cost of maintenance, replacement and repair of the Common Access Road. The Owner of the Lexington Parcel (and so long as NWP has a leasehold interest in the Lexington Parcel, NWP) shall have the right, power and authority to enter into contracts and agreements with third Persons to provide for such maintenance, replacement and/or repair; provided, except with the written consent of all of the Owners, such agreements and contracts shall not be for longer than a one (1) year term. The Owner of the Lexington Parcel (or NWP, as the case may be) shall pay its share of the cost, and shall invoice the Owner of the RPA Parcel on a regular periodic basis for its respective share of the cost, of the repair, replacement and maintenance of the Common Access Road based on the Owners' Percentages. The Owner of the RPA Parcel shall pay its share of maintenance, replacement and repair costs, based on the Owners'

Percentages, within fifteen (15) days after being billed. If the Owner of the RPA Parcel fails to timely pay an invoice, then the unpaid balance shall thereafter accrue interest at the rate of twelve percent (12%) per annum. If such invoice remains unpaid for more than sixty (60) days, the Owner of the Lexington Parcel shall have the right to place a lien on the RPA Parcel in the amount of such invoice. The Owner of the Lexington Parcel (or NWP, as the case may be) shall maintain all records regarding the cost of maintenance for at least two (2) years at its office in Salt Lake County, Utah. Any Owner may inspect such records during regular business hours upon reasonable advance notice.

(b) Upon the execution of this Easement Agreement, NWP on behalf of the Owner of the Lexington Parcel shall provide to the Owner of the RPA Parcel an initial yearly budget for the maintenance, replacement and repair of the Common Access Road (the "**Budget**") for the Owner of the RPA Parcel's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Within ten (10) business days after the receipt of the Budget, the Owner of the RPA Parcel may object in writing to any matter set forth therein. Any objection shall specify the items to which the Owner of the RPA Parcel objects, state the basis for the objection and state the changes, which if made, would cause the Owner of the RPA Parcel to grant approval. If the Owner of the RPA Parcel does not object within ten (10) business days after receipt of the Budget, it shall be deemed to have approved it. As to any portion of the Budget as to which the Owner of the RPA Parcel has timely objected, NWP, the Owner of the Lexington Parcel and the Owner of the RPA Parcel shall work in good faith to resolve their differences. Each year thereafter, the Owner of the Lexington Parcel (or NWP, as the case may be) shall provide a Budget for the upcoming year. So long as the projected costs set forth in such Budget do not exceed the previous year's actual expenses by more than ten percent (10%), the Owner of the RPA Parcel shall be deemed to have approved such Budget. If the projected costs set forth in such Budget exceed the previous year's actual expenses by more than ten percent (10%) such Budget shall be subject to the Owner of the RPA Parcel's approval in accordance with the approval procedures set forth above. Pending such approval, the Owner of the Lexington Parcel (or NWP, as the case may be) shall be entitled to make expenditures based on the prior year's Budget.

(c) Within one (1) year after the end of each year for which maintenance, replacement and/or repair expenses are invoiced, the Owner of the RPA Parcel shall have the right to cause an audit of the books and records relevant to the maintenance, replacement and repair expenses maintained by the Owner of the Lexington Parcel (or NWP, as the case may be) for such prior calendar year to be made by an independent certified public accountant. The Owner of the RPA Parcel shall notify the Owner of the Lexington Parcel and NWP of its intent to audit at least five (5) business days prior to the requested audit date (which shall be an ordinary business day), and the audit may be conducted only during ordinary business hours. If the audit discloses that the applicable expenses invoiced were less than the applicable expenses actually paid, then the Owner of the RPA Parcel shall pay any resulting deficiency to the Owner of the Lexington Parcel (or NWP, as the case may be) within twenty (20) days after the completion of the audit. Conversely, if the audit discloses that the applicable expenses invoiced were greater than the applicable expenses actually paid, then the Owner of the Lexington

Parcel (or NWP, as the case may be) shall either credit such overpayment to the then current year's expenses or repay any resulting overpayment to the Owner of the RPA Parcel within twenty (20) days after the completion of the audit. The audit cost shall be borne solely by the Owner requesting the audit, unless any resulting payment in favor of such Owner for any applicable calendar year shall exceed ten percent (10%) of the expenses previously invoiced for that year, in which case the Owner of the Lexington Parcel (or NWP, as the case may be) shall pay the cost of the audit.

6. Relocation of Common Access Road. The Owner of the Lexington Parcel shall have the right, at its sole cost and expense, to relocate all or a portion of the Common Access Road so long as such relocation does not materially interfere with the practical realization by the Benefited Parties of the RPA Parcel of the rights granted pursuant to this Easement Agreement, require new access areas or curb cuts from the RPA Parcel to the Common Access Road or materially increase the financial burden upon the Owner of the RPA Parcel, including without limitation, the share of maintenance, replacement and repair of the Common Access Road pursuant to Section 5. The relocation of the Common Access Road may not materially affect, impact or alter the easement granted in Section 2(c).

7. Indemnification. The Owner of the RPA Parcel shall indemnify, defend and hold harmless the Owner of the Lexington Parcel from and against all claims, actions, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of the use of the Common Access Road by the Owner of the RPA Parcel or any of its Benefited Parties or the violation of any term, condition or requirement of this Easement Agreement by the Owner of the RPA Parcel or any of its Benefited Parties, except and to the extent such matters arise from the gross negligence or willful misconduct of the Owner of the Lexington Parcel or its Benefited Parties.

8. Title and Mortgage Protection.

(a) No amendment to this Easement Agreement shall in any way affect the rights of any Mortgagee pursuant to a Mortgage that is recorded at the time of the recordation of the amendment, or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, trustee's sale or any deed, arrangement or proceeding in lieu thereof, unless such Mortgagee consents or subordinates its lien in writing to such amendment.

(b) A breach of any of the covenants, provisions, or requirements of this Easement Agreement shall not result in any forfeiture or reversion of title or of any other interest in a Parcel. A breach of any of the covenants, provisions, or requirements of this Easement Agreement shall not defeat, impair or render invalid the lien of or other rights under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any deed, arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Easement Agreement except the obligation to subordinate its lien or security interest to this Easement Agreement.

9. Amendment or Termination; Duration of Easement Agreement. This Easement Agreement may be amended or terminated by, but only by, an instrument filed for record in the office of the County Recorder of Salt Lake County, Utah that is executed by all of the Owners of the Parcels and consented to by any Mortgagee pursuant to a Mortgage then of record, as provided in Section 8. The term of this Easement Agreement is perpetual; this Easement Agreement shall be and remain in force and effect until terminated by a written agreement pursuant to this Section.

10. Covenants to Run with Land. This Easement Agreement and the rights, easements, covenants and obligations created by, and the provisions and requirements of, this Easement Agreement are intended by the Parties to be, and shall constitute, covenants running with the land as to each of the Parcels, and shall be binding upon and shall inure to the benefit of each Owner, Occupant and any other Person who acquires or comes to have any interest in any Parcel or portion thereof, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. Each Owner shall comply with, and all interests in all Parcels shall be subject to, the terms of this Easement Agreement. By acquiring, in any way coming to have an interest in, or occupying a Parcel or any portion thereof, the Person so acquiring, coming to have such interest in, or occupying a Parcel or any portion thereof, shall be deemed to have consented to, and shall be bound by, each and every provision of this Easement Agreement.

11. Enforcement. Any Owner shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions, covenants and requirements of this Easement Agreement as this Easement Agreement may be amended from time to time pursuant to Section 9. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, restrictions, covenants and requirements of this Easement Agreement shall not result in or be construed to be an abandonment or termination of this Easement Agreement or any waiver of the right to insist upon such performance or compliance with the terms of this Easement Agreement in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Easement Agreement the Party prevailing in such action shall be entitled to recover from the unsuccessful Party in such action reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

12. Effective Date. This Easement Agreement, any amendment or termination hereof, and any supplement hereto shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

13. Titles, Captions and References. All section titles or captions in this Easement Agreement are for convenience only, shall not be deemed part of this Easement Agreement and in no way define, limit, extend or describe the scope or intent of any provisions of this Easement Agreement. When this Easement Agreement refers to a Section by number or other designation, such reference shall be deemed to be to the correspondingly numbered Section of this Easement Agreement unless the context refers to a section in another agreement, document or instrument.

14. **Pronouns and Plurals.** Whenever the context may require, any pronoun used in this Easement Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

15. **Applicable Law.** This Easement Agreement shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules that would apply the law of another jurisdiction.

16. **Entire Agreement.** This Easement Agreement, including the attached exhibits, contains the entire agreement between the Parties with respect to the subject matter of this Easement Agreement, and all prior negotiations and agreements with respect to such subject matter are merged herein.

17. **Counterparts.** This Easement Agreement may be executed in any number of counterparts. Each such counterpart of this Easement Agreement shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

18. **Exhibits.** All exhibits annexed to this Easement Agreement are expressly made a part of and incorporated in this Easement Agreement as fully as though completely set forth in this Easement Agreement.

19. **Time of Essence.** Time is of the essence with respect to the obligations set forth in this Easement Agreement.

20. **Estoppel Certificate.** Each Party agrees that it shall, at any time and from time to time, upon not less than ten (10) business days' prior notice by the requesting Party execute, acknowledge and deliver to the requesting Party or any other Person specified by the requesting Party a statement in writing certifying, if true, that this Easement Agreement is unmodified and in full force and effect (or if there have been any modifications, that the Easement Agreement is in full force and effect as modified and stating the modifications), the dates to which all maintenance expenses and other charges have been paid, and stating whether or not the requesting Party is in default in keeping, observing or performing any term, covenant, agreement, provision, condition or limitation contained in this Easement Agreement and, if in default, specifying each such default, and any other matters reasonably requested by the requesting Party; it being intended that any such statement delivered pursuant to this **Section 20** may be relied upon by the requesting Party or any prospective purchaser of any leasehold or other interest in any Parcel or any Mortgagee thereof or any assignee of any Mortgage upon any Parcel.


*[Signatures commence on following page]*





"LEXINGTON"

THE LCP GROUP, L.P., a Delaware limited partnership, as Trustee for Lexington Northwest Trust, a Delaware business trust  
By: Third Lero Corp., its general partner

By:   
Name: E. Robert Roskind  
Its: President

STATE OF NEW YORK            )  
  : ss.  
COUNTY OF NEW YORK        )

The foregoing instrument was acknowledged before me this 2nd day of May, 2008, by E. Robert Roskind, the President of Third Lero Corp., a Delaware corporation and the general partner of The LCP Group, L.P., a Delaware limited partnership, as Trustee of the Lexington Northwest Trust, a Delaware business trust.

  
NOTARY PUBLIC  
Residing at: New York, NY

My Commission Expires:

JOSEPH S. BONVENTRE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02806118232  
Qualified In New York County  
Commission Expires November 08, 2008

"NWP" TST

NORTHWEST PIPELINE GP, a Delaware general partnership

By: Allison G. Bridges  
Name: Allison G. Bridges  
Its: Vice President

STATE OF Utah )  
COUNTY OF Salt Lake ) : ss.

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of May, 2008, by Allison G. Bridges, the Vice President of Northwest Pipeline GP, a Delaware general partnership.

Kathleen J. Wernli  
NOTARY PUBLIC  
Residing at: Salt Lake City, Utah

My Commission Expires:





**EXHIBIT "A"**

to

**DECLARATION OF NONEXCLUSIVE EASEMENTS**

Legal Description of Common Access Road

Beginning at a point which is South 79°34'27" West 811.93 feet from a Salt Lake City Monument in the intersection of Wakara Way (2235 East) and Colorow Drive (2410 East) (basis of bearing South 42°32'38" East 3908.91 feet between said Salt Lake City Monument and the Southeast Corner of Section 3, Township 1S, Range 1E, Salt Lake Base & Meridian) to the point of beginning; thence North 17°04'31" East 4.43 feet; thence North 21°59'58" East 84.53 feet; thence North 68°20'03" West 38.28 feet; thence South 21°39'57" West 24.01 feet to a point on a 29.27 foot radius curve to the right Chord Bearing South 30°43'55" West Chord Length 7.30 feet; thence 7.32 feet along the arc of said curve; thence South 37°53'57" West 39.94 feet to a point on a 24.02 foot radius curve to the right Chord Bearing South 52°06'31" West Chord Length 4.49 feet; thence along the arc of said curve 4.49 feet to a point on a 2014.10 foot radius curve to the right Chord Bearing South 51°56'52" East Chord Length 54.97 feet; thence along the arc of said curve 54.97 feet to the point of beginning.

Tax Parcel Nos. 16-03-100-004-2001 & 16-03-100-004-6001

**EXHIBIT "B"**

to

**DECLARATION OF NONEXCLUSIVE EASEMENTS**

Legal Description of the RPA Parcel

Beginning at a point which is S 70°13'47" W 727.34 feet from a Salt Lake City Monument in the intersection of Wakara Way (2235 East) and Colorow Drive (2410 East) (basis of bearing South 42°32'38" East 3908.91 feet between said Salt Lake City Monument and the Southeast Corner of Section 3, Township 1S, Range 1E, Salt Lake Base & Meridian) to point of beginning; Beginning at a point which is on a 2014.10 foot radius curve to the left with a chord bearing N 49°00'59" W (chord length 151.09 feet); thence northwesterly 151.13 feet along the arc of said curve; N 17°04'31" E 4.43 feet; thence N 21°59'58" E 118.85 feet; thence N 21°47'38" E 89.26 feet which point is on a 97.58 foot radius curve to the right with a chord bearing N 34°11'58" E (chord length 39.25 feet); thence northeasterly 39.52 feet along the arc of said curve; thence N 46°11'26" E 10.07 feet which point is on a 122.02 foot radius curve to the right with a chord bearing N 53°50'49" E (chord length 19.70 feet); thence northeasterly 19.72 feet along the arc of said curve; thence N 64°11'02" E 19.54 feet which point is on a 99.35 foot radius curve to the right with a chord bearing N 82°04'22" E (chord length 49.23 feet); thence northeasterly 49.75 feet along the arc of said curve; thence S 85°05'46" E 27.50 feet which point is on a 543.45 foot radius curve to the left with a chord bearing N 87°58'38" E (chord length 74.66); thence northeasterly 74.72 feet along the arc of said curve; thence N 83°25'30" E 29.84 feet which point is on a 460.88 foot radius curve to the left with a chord bearing N 73°11'16" E (chord length 148.81 feet); thence 149.46 feet along the arc of said curve; thence N 64°39'01" E 12.59 feet which point is on a 485.47 foot radius curve to the left with a chord bearing N 58°50'20" E (chord length 70.33 feet); thence 70.39 feet along the arc of said curve; thence N 55°39'00" E 16.23 feet which point is on a 533.73 foot radius curve to the left with a chord bearing N 48°44'02" East (chord length 79.81 feet); thence 79.88 feet along the arc of said curve; thence N 43°02'19" E 19.94 feet which point is on a 499.30 foot radius curve to the left with a chord bearing N 34°02'01" E (chord length 141.09 feet); thence 141.56 feet along the arc of said curve; thence N 45°45'00" E 160.19 feet which point is on a 775.00 foot radius curve to the right with a cord bearing S 08°40'24" E (chord length 63.11 feet); thence 63.13 feet along the arc of said curve; thence S 45°45'00" W 994.52 feet to the point of beginning. Containing 2.52 acres in area, more or less.

Tax Parcel Nos. 16-03-100-004-2001 & 16-03-100-004-6001

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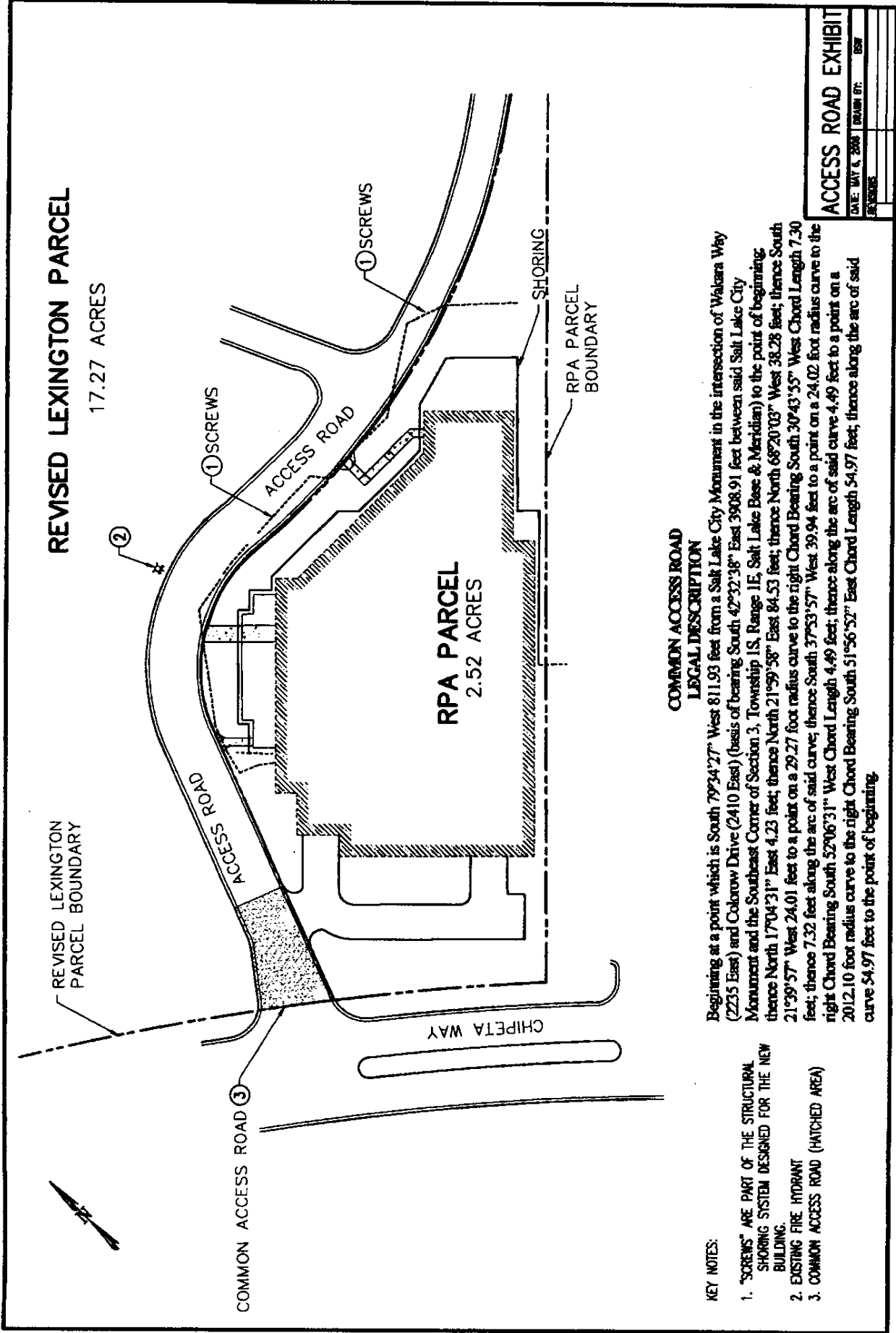
**EXHIBIT "C"**

to

**DECLARATION OF NONEXCLUSIVE EASEMENTS**

Site Plan

[Attached]



**REVISED LEXINGTON PARCEL**  
17.27 ACRES

**RPA PARCEL**  
2.52 ACRES

**ACCESS ROAD EXHIBIT**

DATE: MAY 6, 2008	DRAWN BY: BSM
REVISIONS:	

**COMMON ACCESS ROAD  
LEGAL DESCRIPTION**

Beginning at a point which is South 79°34'27" West 811.93 feet from a Salt Lake City Monument in the intersection of Makara Way (2235 East) and Colarow Drive (2410 East) (basis of bearing South 42°32'38" East 3908.91 feet between said Salt Lake City Monument and the Southeast Corner of Section 3, Township 1S, Range 1E, Salt Lake Base & Meridian) to the point of beginning thence North 17°04'31" East 4.23 feet; thence North 21°59'58" East 84.53 feet; thence North 68°20'03" West 38.28 feet; thence South 21°39'57" West 24.01 feet to a point on a 29.27 foot radius curve to the right Chord Bearing South 30°43'55" West Chord Length 7.30 feet; thence 7.32 feet along the arc of said curve; thence South 37°53'57" West 39.94 feet to a point on a 24.02 foot radius curve to the right Chord Bearing South 52°06'31" West Chord Length 4.49 feet; thence along the arc of said curve 4.49 feet to a point on a 2012.10 foot radius curve to the right Chord Bearing South 51°56'52" East Chord Length 54.97 feet; thence along the arc of said curve 54.97 feet to the point of beginning.

**KEY NOTES:**

1. "SCREWS" ARE PART OF THE STRUCTURAL SHORING SYSTEM DESIGNED FOR THE NEW BUILDING.
2. EXISTING FIRE HYDRANT
3. COMMON ACCESS ROAD (HATCHED AREA)

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**EXHIBIT "D"**

to

**DECLARATION OF NONEXCLUSIVE EASEMENTS**

Legal Description of the Lexington Parcel

Beginning at a point which is South 79°34'27" West 811.93 feet from a Salt Lake City Monument in the intersection of Wakara Way (2235 East) and Colorow Drive (2410 East) (basis of bearing South 42°32'38" East 3908.91 feet between said Salt Lake City Monument and the Southeast Corner of Section 3, Township 1S, Range 1E, Salt Lake Base & Meridian) to the point of beginning; thence North 17°04'31" East 4.43 feet; thence North 21°59'58" East 118.85 feet; thence North 21°47'38" East 89.26 feet which point is on a 97.58 foot radius curve to the right with a chord bearing North 34°11'58" East (chord length 39.25 feet); thence easterly 39.52 feet along the arc of said curve; thence North 46°11'26" East 10.07 feet which point is on a 122.02 foot radius curve to the right with a chord bearing North 53°50'49" East (chord length 19.70 feet); thence easterly 19.72 feet along the arc of said curve; thence North 64°11'02" East 19.54 feet which point is on a 99.35 foot radius curve to the right with a chord bearing North 82°04'22" East (chord length 49.23 feet); thence easterly 49.75 feet along the arc of said curve; thence South 85°05'46" East 27.50 feet which point is on a 543.45 foot radius curve to the left with a chord bearing North 87°58'38" East (chord length 74.66); thence easterly 74.72 feet along the arc of said curve; thence North 83°25'30" East 29.84 feet which point is on a 460.88 foot radius curve to the left with a chord bearing North 73°11'16" East (chord length 148.81 feet); thence 149.46 feet along the arc of said curve; thence North 64°39'01" East 12.59 feet which point is on a 485.47 foot radius curve to the left with a chord bearing North 58°50'20" East (chord length 70.33 feet); thence 70.39 feet along the arc of said curve; thence North 55°39'00" East 16.23 feet which point is on a 533.73 foot radius curve to the left with a chord bearing North 48°44'02" East (chord length 79.81 feet); thence 79.88 feet along the arc of said curve; thence North 43°02'19" East 19.94 feet which point is on a 499.30 foot radius curve to the left with a chord bearing North 34°02'01" East (chord length 141.09 feet); thence 141.56 feet along the arc of said curve; thence North 45°45'00" East 160.19 feet to a point on a non-tangent 775 foot radius curve to the left with a chord bearing North 28°48'41" West (chord length 473.937 feet); thence North Westerly along the Southwesterly side of a proposed road and along said 775 foot radius curve to the left a distance of 481.651 feet to a point that is 16.5 feet perpendicularly distant Southwesterly from a Mountain Fuel Supply High Pressure Gas Line; thence North 46°36'56" West along a line parallel with said Gas line and said side of proposed road 418.821 feet to the approximate center of a creek; thence along the approximate center of said creek South 20° West 81.784 feet; South 43° West 55.00 feet, South 57° West 180.00 feet, South 28° West 100.00 feet, South 6° East 130.00 feet, South 36°30' West 200.00 feet and South 25° West 225.959 feet to Fort Douglas Property; thence along said property South 37°16' East 135.432 feet and South 43°52'36" West 116.287 feet to said approximate center of creek; thence along said creek South 5°30' East 85.684 feet and South 13° West 145.00 feet to the Easterly side of Chipeta Way, said point being on the arc of a 2014.10 foot radius curve to the right with a chord bearing South 54°42'29" East (chord length 248.856 feet); thence along the arc of said curve a distance of 249.024 feet to the point of beginning. Containing 17.27 acres more or less.