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Book - 10856 Pg - 6159-6178
RASHELLE HOBBS
Recorder, Salt Lake County, UT
PARR BROWN GEE & LOVELESS
BY: eCASH, DEPUTY - EF 20 P.

AFTER RECORDING PLEASE RETURN TO:

Barton L. Gertsch, Esq.
PARR BROWN GEE & LOVELESS
101 South 200 East, Suite 700
Salt Lake City, Utah 84111

EASEMENT AGREEMENT
(Water Pipeline)

THIS EASEMENT AGREEMENT (the "**Agreement**") is made this 9th day of October, 2019 by and among (i) the **UNIVERSITY OF UTAH**, a body politic and corporate of the State of Utah (the "**University**"); (ii) **HCPI/Utah II, LLC**, a Delaware limited liability company ("**HCP Myriad**") and, together with the University, the "**Grantor Parties**"; and (iii) **BOYER RESEARCH PARK ASSOCIATES X, L.C.**, a Utah limited liability company ("**BRPA**"). Each of the Grantor Parties and BRPA are sometimes referred to in this Agreement collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

A. The University is the fee owner of the Myriad IV Parcel, the Myriad V Parcel and the Benefitted Parcel (all capitalized terms not described above in this Agreement are defined in **Section 1** of this Agreement).

B. HCP Myriad is the owner of certain leasehold interests in the Myriad IV Parcel pursuant to the Ground Lease dated November 1, 1995, as amended by the First Amendment dated December 17, 1997 and the Second Amendment dated August 17, 2001, and the Ground Lease dated April 1, 1998, as amended by the First Amendment dated July 24, 1998, and the Second Amendment dated August 17, 2001, between the University, as landlord, and HCP Myriad, as tenant, as amended, supplemented, restated, assigned, replaced or modified.

C. HCP Myriad is the owner of certain leasehold interests in the Myriad V Parcel pursuant to the Lease Agreement dated May 27, 2008, between the University, as landlord, and HCP Myriad, as tenant, as amended, supplemented, restated, assigned, replaced or modified.

D. BRPA is the owner of certain leasehold interests in the Benefitted Parcel pursuant to the Ground Lease Agreement, dated June 30, 2019, between the University, as landlord, and BRPA, as tenant (as amended, supplemented, restated, assigned, replaced or modified, the "**BRPA Ground Lease**").

E. The Grantor Parties desire to create an easement in favor of BRPA for the purpose of constructing, maintaining, repairing, and operating underground water pipelines within the Easement Area.

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, the Grantor Parties and BRPA agree as follows:

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

“Benefitted Parcel” means that certain real property located in Salt Lake County, Utah as more particularly described on Exhibit “A,” attached hereto and incorporated herein by this reference.

“Easement Area” means the Myriad IV Easement Area and the Myriad V Easement Area.

“Easement Period” means a period commencing on the date hereof and expiring on the later of (a) December 31, 2071, and (b) the termination of the BRPA Ground Lease.

“Grantee Parties” means the Owner of the Benefitted Parcel and its agents, servants, employees, consultants, contractors, subcontractors, tenants, subtenants, licensees, and invitees, and any person claiming by or through such Owner of the Benefitted Parcel.

“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 (including a leasehold 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.

“Myriad IV Easement Area” means the land located on the Myriad IV Parcel as more particularly described on Exhibit “B,” attached hereto and incorporated herein by this reference. The Myriad IV Easement Area is depicted on the Site Plan as “Water/Fire Line Easement #2.”

“Myriad IV Parcel” means that certain real property located in Salt Lake County, Utah as more particularly described on Exhibit “C,” attached hereto and incorporated herein by this reference.

“Myriad V Easement Area” means the land located on the Myriad V Parcel as more particularly described on Exhibit “D,” attached hereto and incorporated herein by this reference. The Myriad V Easement Area is depicted on the Site Plan as “Water/Fire Line Easement #1.”

“**Myriad V Parcel**” means that certain real property located in Salt Lake County, Utah as more particularly described on Exhibit “E,” attached hereto and incorporated herein by this reference.

“**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 from the fee owner in any Parcel or portion of any Parcel; provided however, the University shall not have any obligation to fund any payment or perform any obligations otherwise required of an “Owner” of the Benefitted Parcel pursuant to this Agreement so long as BRPA or its successors and/or assigns hold a leasehold interest in the Benefitted Parcel. 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.

“**Parcel**” means Myriad IV Parcel, Myriad V Parcel or the Benefitted Parcel.

“**Parcels**” means Myriad IV Parcel, Myriad V Parcel and the Benefitted Parcel.

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

“**Pipeline**” means underground water pipelines.

“**Site Plan**” means the site plan attached to this Agreement as Exhibit “F,” which is incorporated herein by this reference.

2. Easements.

(a) During the Easement Period, each of the University and HCP Myriad grants to the Owner of the Benefitted Parcel a non-exclusive easement and right-of-way on, over, across and through the Myriad IV Easement Area to construct, install, maintain, operate, repair, replace, inspect, protect, change the size of and remove the Pipeline.

(b) During the Easement Period, each of the University and HCP Myriad grants to the Owner of the Benefitted Parcel a non-exclusive easement and right-of-way on, over, across and through the Myriad V Easement Area to construct, install, maintain, operate, repair, replace, inspect, protect, change the size of and remove the Pipeline.

3. Maintenance; Restoration. The Owner of the Benefitted Parcel shall have the sole responsibility, at its expense, to maintain, repair and/or replace the Pipeline, in a good and workmanlike manner. The Owner of the Benefitted Parcel agrees that if, in connection with the use, occupation and enjoyment of the Easement Area, any portion of the Myriad IV Parcel or Myriad V Parcel is damaged or disturbed by or at the direction of Owner of the Benefitted Parcel, then, the Owner of the Benefitted Parcel shall promptly (and in any event within twenty (20) days)

repair or replace the Myriad IV Parcel or Myriad V Parcel, as applicable, to a condition substantially similar to that existing before any such damage or disturbance (including without limitation the restoration and/or replacement of any improvements or landscaping thereon). If the Owner of the Benefitted Parcel fails to repair or replace the Myriad IV Parcel and/or Myriad V Parcel as required by the foregoing sentence, Owner of such Parcel shall have the right to cure such failure, and the Owner of the Benefitted Parcel agrees to pay to the applicable Owner, within thirty (30) days after receipt of an invoice therefor, the amount of the reasonable, actual costs incurred by such Owner to cure such failure. The terms of this Section shall survive the termination or expiration of this instrument. Except as set forth in this Agreement, the Owner of the Benefitted Parcel shall not be responsible to maintain the Myriad IV Parcel, Myriad V Parcel or Easement Area.

4. Reservation by Grantor Parties. Each of the Grantor Parties retains all of its respective rights, title and interest in its respective Parcel except the right to construct improvements on or otherwise use or permit the use of the Easement Area in a manner that would interfere with the use of the Easement Area by the Owner of the Benefitted Parcel for the purposes set forth in this Agreement.

5. Mortgagee Protection.

(a) No amendment to this 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 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 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 Agreement except the obligation to subordinate its lien or security interest to this Agreement.

6. Amendment or Termination; Duration of Agreement. This 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 5 above. The term of this Agreement is effective for the duration of the Easement Period; this Agreement shall be and remain in force and effect until terminated by a written agreement pursuant to this Section.

7. Covenants to Run with Land. This Agreement and the rights, easements, covenants and obligations created by, and the provisions and requirements of, this Agreement are intended by the Parties to be, and shall constitute, covenants running with the land as to each of the Parcels and Easement Areas, 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 Easement Area 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 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 Agreement.

8. 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 Agreement as this Agreement may be amended from time to time pursuant to Section 6 above. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, restrictions, covenants and requirements of this Agreement shall not result in or be construed to be an abandonment or termination of this Agreement or any waiver of the right to insist upon such performance or compliance with the terms of this 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 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.

9. Condition of Easement Area. The Owner of the Benefitted Parcel accepts the Easement Area and all aspects thereof in its "AS IS" condition, without warranties, either express or implied, except as expressly provided herein.

10. 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 Agreement is unmodified and in full force and effect (or if there have been any modifications, that the Agreement is in full force and effect as modified and stating the modifications), 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 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 10 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.

11. Compliance with Laws. The Owner of the Benefitted Parcel shall comply (and shall use commercially reasonable efforts to cause all Grantee Parties to comply) with all present or future material laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and

requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, and governing the use or operation of the Easement Area or the Pipeline, including, without limitation, any building, zoning and land use laws.

12. Non-Interference. In its exercise of the rights granted herein, the Owner of the Benefitted Parcel shall use commercially reasonable efforts to not materially interfere (and shall use commercially reasonable efforts to ensure that the Grantee Parties do not materially interfere) with the use and occupancy of the burdened Parcels by the Grantor Parties or any of their respective agents, employees, contractors, tenants, licensees, invitees, guests, successors and assigns.

13. Insurance. Prior to entering onto the Easement Area, the Owner of the Benefitted Parcel shall maintain, or shall cause to be maintained, policies which, at a minimum, provide the Grantor Parties the protections set forth below. Additionally, the Owner of the Benefitted Parcel shall ensure that, prior to entering onto the Easement Area or the burdened Parcels, all of the Grantee Parties and other such parties who assist with the Pipeline or use of the Easement Area are either covered under the terms of insurance policies carried by the Owner of the Benefitted Parcel, or that each obtain similar policies and which, at a minimum, provide the Grantor Parties the same protections. Such insurance may be carried under a "blanket" policy or "blanket" policies covering other properties of the Owner of the Benefitted Parcel. Upon written request from any Grantor Party, the Owner of the Benefitted parcel will (i) provide certificates to such Grantor Party evidencing such insurance, and (ii) cause its consultants, contractors, and subcontractors to add the Grantor Parties as an insured parties.

- a. A commercial general liability insurance policy insuring the interest of the Owner of the Benefitted Parcel against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Easement Area and the ways immediately adjoining the Easement Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability of not less than Two Million Dollars (\$2,000,000.00). Each Grantor Party must be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent. The coverage set forth above will be primary coverage and will apply specifically to the Easement Area, activities on the burdened Parcels, and adjacent areas;
- b. All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law; and
- c. Automobile Liability Insurance with a minimum limit of not less than Two Million Dollars (\$2,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

14. Indemnification by the Owner of the Benefitted Parcel. The Owner of the Benefitted Parcel agrees to indemnify, save, defend (with counsel reasonably acceptable to Grantor Parties) and hold harmless each Grantor Party, and any entity controlling, controlled by, or under control with such Grantor Party, and its officers, directors, employees, managers, members, agents

and servants ("Affiliates") from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage that may be incurred by such Grantor Party or its Affiliates as a result of any claims, liabilities, damages, judgments, costs, expenses, penalties, and/or injuries of or to persons or property caused by or arising out of, either directly or indirectly, (i) the use of the Easement Area by any Grantee Parties; (ii) any entry onto the Easement Area and/or the burdened Parcels by any Grantee Parties; and (iii) any work performed on the Easement Area by any Grantee Parties, except to the extent, in each case, caused by the negligence, willful misconduct or breach of this Agreement by any Grantor Party or its Affiliates.

15. Liens. The Owner of the Benefitted Parcel shall keep the Easement Area and the burdened Parcels free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under any Grantee Parties, and will indemnify, hold harmless and agree to defend each Grantor Party from any liens that may be placed on the Easement Area and/or the burdened Parcels pertaining to and/or arising from any work performed, materials furnished, or obligations incurred by, through, for, or under any Grantee Parties. Any such liens shall be released of record within thirty (30) days.

16. Effective Date. This 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.

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

18. Pronouns and Plurals. Whenever the context may require, any pronoun used in this 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.

19. Applicable Law. This 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. Venue for any lawsuits, claims, or other proceedings between the Parties relating to arising under this Agreement shall be exclusively in the State of Utah.

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

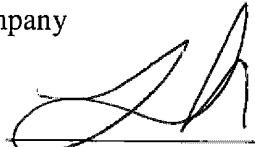
21. Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart of this Agreement shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

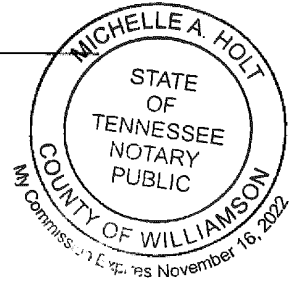
22. Exhibits. All exhibits annexed to this Agreement are expressly made a part of and incorporated in this Agreement as fully as though completely set forth in this Agreement.

[Signatures commence on following page]

"HCP MYRIAD"

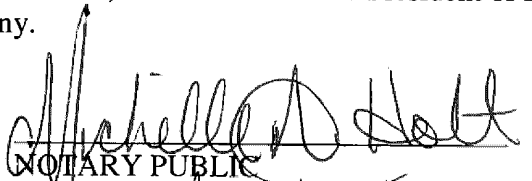
HCPI/Utah II, LLC, a Delaware limited liability company

By: 
Name: Thomas M. Klaritch
Its: Executive Vice President



STATE OF Tennessee)
) : ss.
COUNTY OF Williamson)

The foregoing instrument was acknowledged before me this 4th day of November, 2019, by Thomas M. Klaritch, the Executive Vice President of HCPI/Utah II, LLC, a Delaware limited liability company.


NOTARY PUBLIC
Residing at: Antioch, Tennessee


My Commission Expires:

November 16, 2022

“BRPA”

BOYER RESEARCH PARK ASSOCIATES X,
L.C., a Utah limited liability company, by its
Manager

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

By: 
Name: BRIAN GOCHNOW
Its: Manager

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 31 day of
October, 2019, by Brian Gochnow, the Manager of The Boyer
Company, L.C., a Utah limited liability company, which is the Manager of BOYER RESEARCH
PARK ASSOCIATES IX, L.C., a Utah limited liability company.

My Commission Expires: 8/28/2021


NOTARY PUBLIC

Residing at: Davis County,

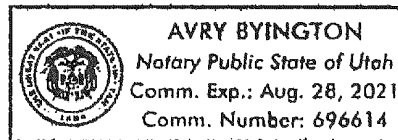


EXHIBIT "A"

to

EASEMENT AGREEMENT

Legal Description of Benefitted Parcel

The Property is situated in the State of Utah, County of Salt Lake and is described as follows:

A part of the Northwest corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian:

Beginning at a point which is 628.72 feet South 76°24'32" East from a Salt Lake City Monument in the intersection of Wakara Way (2235 East) and Colorow Road (2410 East) and South 42°32'38" East 3,908.91 feet between said Salt Lake City Monument and the Southeast Corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base & Meridian; running thence Northwesterly along the arc of a 20.00 foot radius curve to the right a distance of 28.62 feet (Central Angle equals 81°58'45" and Long Chord bears North 51°22'27" West 26.24 feet); thence North 10°23'04" West 34.75 feet to a point of curvature; thence Northwesterly along the arc of a 200.00 foot radius curve to the right a distance of 56.13 feet (Central Angle equals 16°04'48" and Long Chord bears North 2°20'40" West 55.95 feet); thence North 5°41'44" East 29.41 feet to a point of curvature; thence Northeasterly along the arc of a 572.00 foot curve to the right a distance of 159.23 feet (Central Angle equals 15°57'00" and Long Chord bears North 13°40'13" East 158.72 feet); thence North 21°37'55" East 146.11 feet to a point of curvature; thence Northeasterly along the arc of a 12.00 foot radius curve to the right a distance of 18.88 feet (Central Angle equals 90°08'27" and Long Chord bears North 66°42'30" East 16.99 feet); thence South 68°14'59" East 427.21 feet to a point of curvature; thence Southeasterly along the arc of a 15.00 foot curve to the right a distance of 24.99 feet (Central Angle equals 95°26'45" and Long Chord bears South 20°31'36" East 22.20 feet); thence Southwesterly along the arc of a 472.30 foot curve to the right a distance of 123.11 feet (Central Angle equals 14°56'06" and Long Chord bears South 34°39'49" West 122.76 feet); thence South 43°02'19" West 19.39 feet to a point of curvature; thence Southwesterly along the arc of a 506.73 foot curve to the right a distance of 74.90 feet (Central Angle equals 8°28'10" and Long Chord bears South 48°43'04" West 74.84 feet); thence South 55°39'00" West 15.83 feet to a point of curvature; thence Southwesterly along the arc of a 458.47 foot curve to the right a distance of 66.32 feet (Central Angle equals 8°17'15" and Long Chord bears South 58°48'03" West 66.26 feet); thence South 64°39'01" West 12.37 feet to a point of nontangent curvature; thence Southwesterly along the arc of a 433.88 foot curve to the right a distance of 88.82 feet (Central Angle equals 11°43'46" and Long Chord bears South 69°44'20" West 88.67 feet); thence Southwesterly along the arc of a 490.73 foot curve to the right a distance of 161.25 feet (Central Angle equals 18°49'38" and Long Chord bears South 86°19'25" West 160.53 feet); thence North 88°11'14" West 21.84 feet to the POINT OF BEGINNING. Contains 3.39 Acres more or less.

[Parcel Numbers: 16-03-100-044-2001 and 16-03-100-044-6001]

EXHIBIT "B"

to

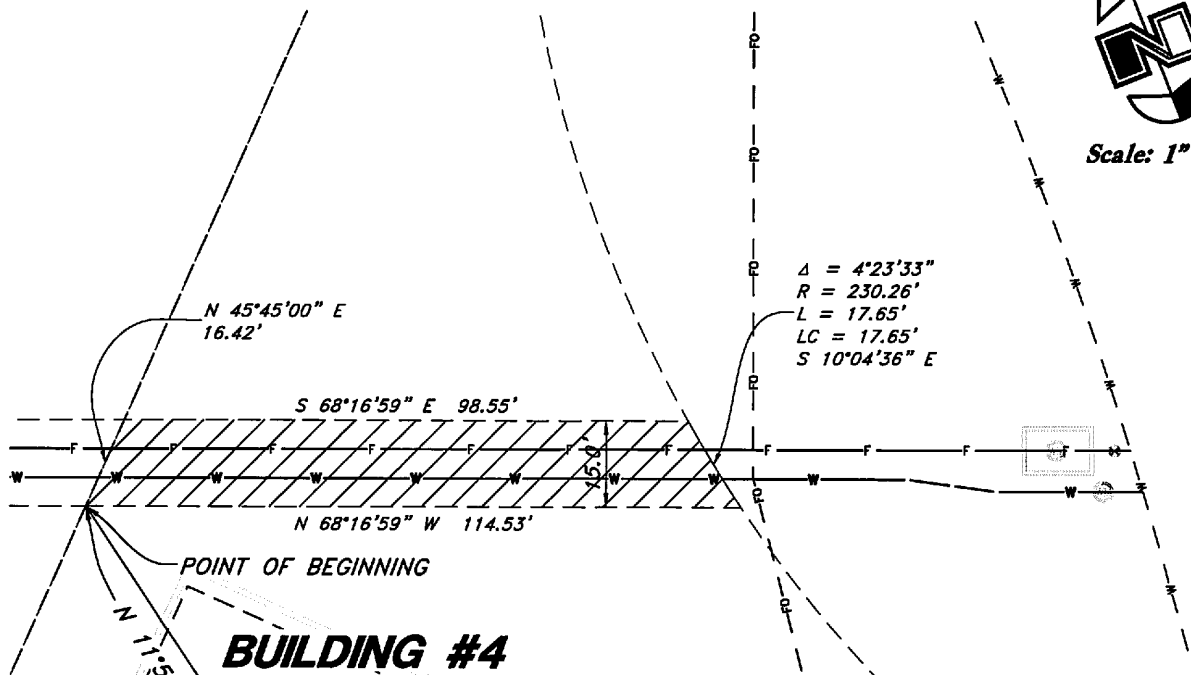
EASEMENT AGREEMENT

Legal Description of the Myriad IV Easement Area

[Attached]



Scale: 1" = 30'



$\Delta = 4^{\circ}23'33''$
 $R = 230.26'$
 $L = 17.65'$
 $LC = 17.65'$
 $S 10^{\circ}04'36'' E$

BUILDING #4

WATER/FIRE LINE EASEMENT DESCRIPTION #2

Beginning at a point on the West Boundary line of Myriad Genetics Building #4, said point being 356.80 feet North 11°56'19" West from the U of U Control FM in the intersection of Wakara Way and Colorow Road; and running thence North 45°45'00" East 16.42 feet along said West Boundary line; thence South 68°16'59" East 98.55 feet to a point along the East Boundary line of Myriad Genetics Building #4; thence Southeasterly along a curve to the left a distance of 17.65 feet (Central Angle equals 4°23'33" and Long Chord bears South 10°04'36" East 17.65 feet) along said East Boundary line; thence North 68°16'59" West 114.53 feet to the POINT OF BEGINNING.
Containing 1596 square feet

U of U Control FM CL
Wakara/Colorow
N=4444.8730
E=7699.0370
Elev=4971.693



GREAT BASIN ENGINEERING

5746 SOUTH 1475 EAST OGDEN, UTAH 84403
 MAIN (801)394-4515 S.L.D (801)521-0222 FAX (801)392-7544
 WWW.GREATBASINENGINEERING.COM

Job Name: MYRIAD GENETICS
FIRE/WATER LINE EASEMENT #2

Job No: 19N920

Date: 17 APRIL, 2019

Sheet No.
EX03

Sheet Reference
CU301

EXHIBIT "C"

to

EASEMENT AGREEMENT

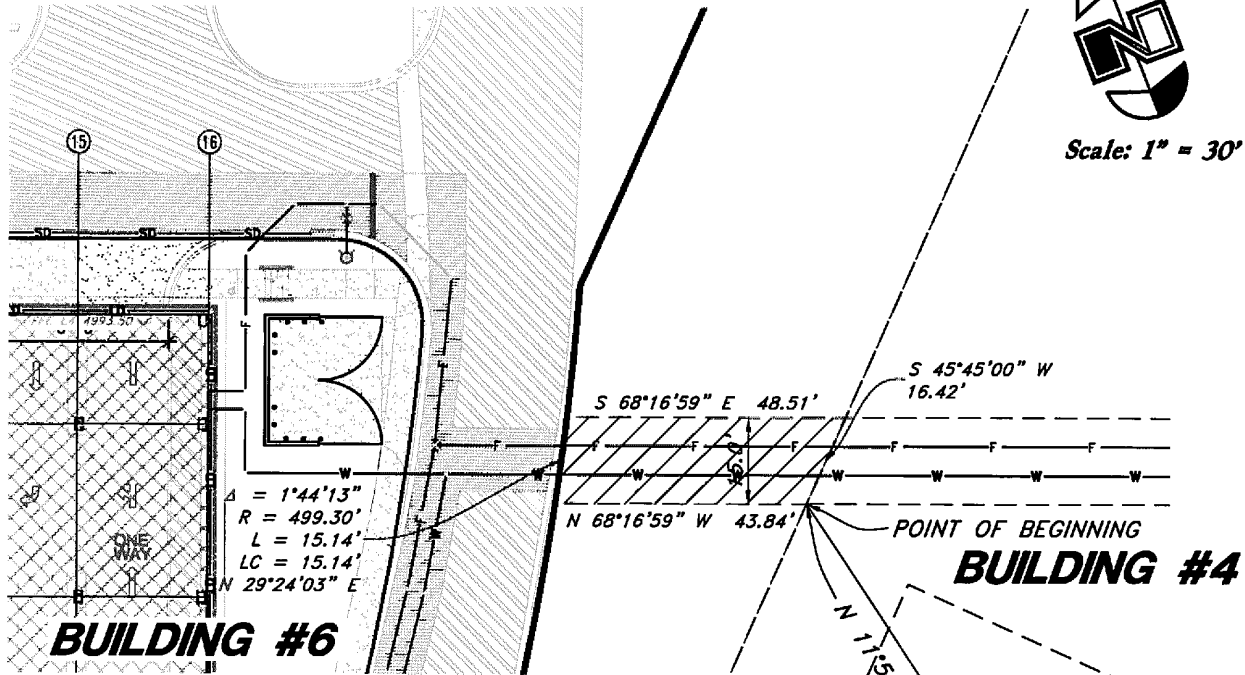
Legal Description of the Myriad IV Parcel

Beginning at a point which is North 82°17'08" West 53.33 feet from a Salt Lake City Monument in the intersection of Wakara Way (2235 East) and Colorow Drive (2410 East) using as a basis of bearing the Salt Lake City Monument in the intersection of Tabby Lane (2330 East) and Colorow Drive (2410 East) which bearing is South 35°21'39" East, which beginning point is on the right-of-way corner of Wakara Way and is also North 42°32'36" West 3908.91 feet and North 82°17'08" West 53.33 feet from the Southeast Corner of Section 3, T1S, R1E, SLB&M; Running thence along said right-of-way South 45°45'00" West 616.21 feet, thence along said right-of-way intersecting with Chipeta Way right-of-way North 87°37'30" West 23.69 feet, which point is on a 2014.10 foot radius curve with the radius bearing South 49°59'47" West, thence northerly 242.31 feet along the arc of said curve to the point of beginning as stated in the Northwest Pipeline property description dated August 1978, thence along said pipeline description North 45°45'00" East 994.51 feet, thence South 67°42'00" East 18.27 feet to a non-radial curve on a 225.00 foot radius curve, which radius bears South 67°50'48" East, thence left through an arc length of 171.88 feet to the point of reverse curve, which radius bears South 68°22'50" West for a 200 foot radius curve, thence right through an arc of 232.67 feet, thence South 45°45'00" West 72.97 feet to the point of beginning.

EA EMEN A



Scale: 1" = 30'



WATER/FIRE LINE EASEMENT DESCRIPTION #1

Beginning at a point on the West Boundary line of Myriad Genetics Building #4, said point being 356.80 feet North 11°56'19" West from the U of U Control FM in the intersection of Wakara Way and Colorow Road; and running thence North 68°16'59" West 43.84 feet to a point along the East Boundary line of Myriad Genetics Building #6; thence Northwesterly along the arc of a 499.30 foot radius curve to the left a distance of 15.14 feet (Central Angle equals 1°44'13" and Long Chord bears North 29°24'03" East 15.14 feet) along said East Boundary line; thence South 68°16'59" East 48.51 feet to a point along said West Boundary line of Myriad Genetics Building #4; thence South 45°45'00" West 16.42 feet along said West Boundary line; thence to the POINT OF BEGINNING.

Containing 692 square feet

U of U Control FM CL
 Wakara/Colorow
 N=4444.8730
 E=7699.0370
 Elev=4971.693

G B GREAT BASIN ENGINEERING

5748 SOUTH 1475 EAST OGDEN, UTAH 84403
 MAIN (801)394-4515 S.L.O (801)521-0222 FAX (801)392-7544
 WWW.GREATBASINENGINEERING.COM

Job Name: MYRIAD GENETICS
 FIRE/WATER LINE EASEMENT #1

Job No: 19N920

Date: 17 APRIL, 2019

Sheet No.
EX02

Sheet Reference
 CU301

EXHIBIT "E"

to

EASEMENT AGREEMENT

Legal Description of the Myriad V 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 151.10 feet); thence northerly 151.10 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 easterly 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 easterly 19.72 feet along the arc of said curve; thence N 64°11'02" E 19.54 feet which point is on a 99.36 foot radius curve to the right with a chord bearing N 82°04'22" E (chord length 49.23 feet); thence easterly 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 easterly 74.71 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 70.40 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 chord 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 894.51 feet to the point of beginning. Containing 2.52 acres in area, more or less

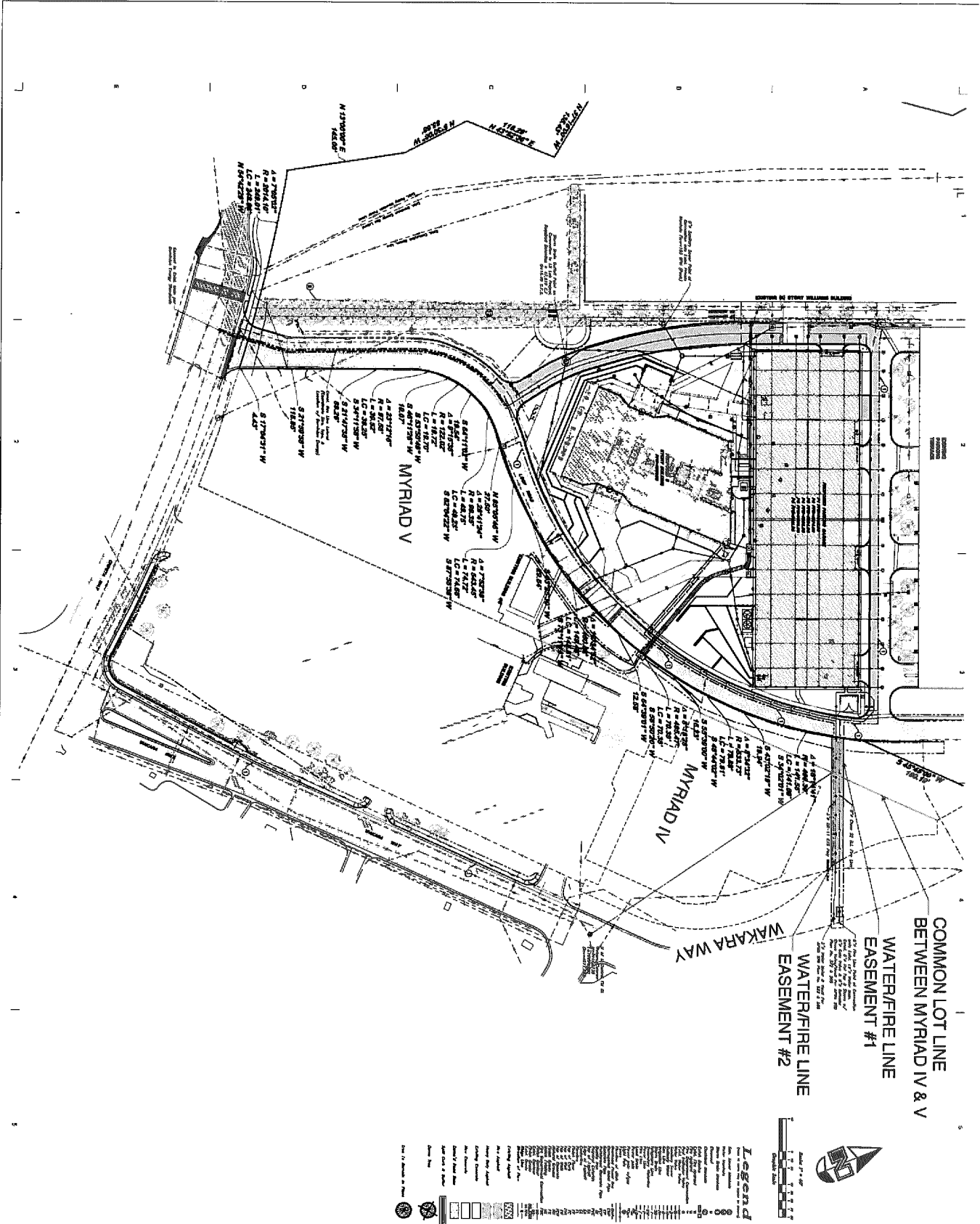
EXHIBIT "F"

to

EASEMENT AGREEMENT

Site Plan

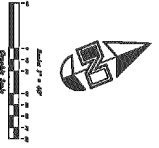
[Attached]



COMMON LOT LINE
BETWEEN MYRIAD IV & V

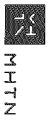
WATER/FIRE LINE
EASEMENT #1

WATER/FIRE LINE
EASEMENT #2



Legend

- 12" WATER MAIN
- 12" FIRE MAIN
- 6" WATER MAIN
- 6" FIRE MAIN
- 4" WATER MAIN
- 4" FIRE MAIN
- 2" WATER MAIN
- 2" FIRE MAIN
- 1" WATER MAIN
- 1" FIRE MAIN
- 12" SANITARY SEWER
- 6" SANITARY SEWER
- 4" SANITARY SEWER
- 2" SANITARY SEWER
- 1" SANITARY SEWER
- 12" STORM SEWER
- 6" STORM SEWER
- 4" STORM SEWER
- 2" STORM SEWER
- 1" STORM SEWER
- 12" GAS MAIN
- 6" GAS MAIN
- 4" GAS MAIN
- 2" GAS MAIN
- 1" GAS MAIN
- 12" ELECTRIC MAIN
- 6" ELECTRIC MAIN
- 4" ELECTRIC MAIN
- 2" ELECTRIC MAIN
- 1" ELECTRIC MAIN
- 12" TELEPHONE MAIN
- 6" TELEPHONE MAIN
- 4" TELEPHONE MAIN
- 2" TELEPHONE MAIN
- 1" TELEPHONE MAIN
- 12" CABLE MAIN
- 6" CABLE MAIN
- 4" CABLE MAIN
- 2" CABLE MAIN
- 1" CABLE MAIN
- 12" FIBER OPTIC MAIN
- 6" FIBER OPTIC MAIN
- 4" FIBER OPTIC MAIN
- 2" FIBER OPTIC MAIN
- 1" FIBER OPTIC MAIN
- 12" RAINWATER MAIN
- 6" RAINWATER MAIN
- 4" RAINWATER MAIN
- 2" RAINWATER MAIN
- 1" RAINWATER MAIN
- 12" COLD WATER MAIN
- 6" COLD WATER MAIN
- 4" COLD WATER MAIN
- 2" COLD WATER MAIN
- 1" COLD WATER MAIN
- 12" HOT WATER MAIN
- 6" HOT WATER MAIN
- 4" HOT WATER MAIN
- 2" HOT WATER MAIN
- 1" HOT WATER MAIN
- 12" NATURAL GAS MAIN
- 6" NATURAL GAS MAIN
- 4" NATURAL GAS MAIN
- 2" NATURAL GAS MAIN
- 1" NATURAL GAS MAIN
- 12" AIR CONDITIONING MAIN
- 6" AIR CONDITIONING MAIN
- 4" AIR CONDITIONING MAIN
- 2" AIR CONDITIONING MAIN
- 1" AIR CONDITIONING MAIN
- 12" HEATING MAIN
- 6" HEATING MAIN
- 4" HEATING MAIN
- 2" HEATING MAIN
- 1" HEATING MAIN
- 12" PLUMBING MAIN
- 6" PLUMBING MAIN
- 4" PLUMBING MAIN
- 2" PLUMBING MAIN
- 1" PLUMBING MAIN
- 12" MECHANICAL MAIN
- 6" MECHANICAL MAIN
- 4" MECHANICAL MAIN
- 2" MECHANICAL MAIN
- 1" MECHANICAL MAIN
- 12" PNEUMATIC MAIN
- 6" PNEUMATIC MAIN
- 4" PNEUMATIC MAIN
- 2" PNEUMATIC MAIN
- 1" PNEUMATIC MAIN
- 12" INDUSTRIAL MAIN
- 6" INDUSTRIAL MAIN
- 4" INDUSTRIAL MAIN
- 2" INDUSTRIAL MAIN
- 1" INDUSTRIAL MAIN
- 12" SPECIAL MAIN
- 6" SPECIAL MAIN
- 4" SPECIAL MAIN
- 2" SPECIAL MAIN
- 1" SPECIAL MAIN



MHTN
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WWW.MHTNARCHITECTS.COM



The Boyer Company
MYRIAD GENETICS OFFICE BUILDING
320 SOUTH WAKARA WAY - BUILDING 6
SALT LAKE CITY, UTAH



NO.	REVISION	DATE	BY	CHKD.	APP'D.
1	ISSUED FOR PERMIT	03/20/2019	MM	MM	MM
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