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RASHELLE HOBBS
Recorder, Salt Lake County, UT
PARR BROWN GEE & LOVELESS
BY: eCASH, DEPUTY - EF 26 P.

AFTER RECORDING PLEASE RETURN TO:

Boyer Research Park Associates X, LLC
c/o The Boyer Company, L.C.
101 South 200 East, Suite 200
Salt Lake City, Utah 84111

DECLARATION OF NONEXCLUSIVE EASEMENTS

THIS DECLARATION OF NONEXCLUSIVE EASEMENTS (this "**Declaration**") is made this 15th day of October, 2019 by and between the **UNIVERSITY OF UTAH**, a body politic and corporate of the State of Utah (the "**University**"), and UNIVERSITY OF UTAH RESEARCH FOUNDATION, non-profit 501(c) (3) corporation and a support organization for the University of Utah ("**UURF**," and together with the University, collectively, the "**Grantor**"), and **BOYER RESEARCH PARK ASSOCIATES X, L.C.**, a Utah limited liability company ("**RPA**"). Grantor and RPA are sometimes referred to in this Declaration collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

A. University is the fee owner of all of the Parcels (all capitalized terms not described above in this Declaration are defined in Section 1 of this Declaration).

B. UURF is the ground lessee of the Grantor Parcel.

C. University has agreed to ground lease the RPA Parcel to RPA pursuant to that certain Ground Lease Agreement (the "**Ground Lease**") between Grantor and RPA.

D. Grantor has agreed to grant to and for the benefit of the RPA Parcel (i) certain easements and rights in respect of the right of ingress and egress over and across, and utility under, the Common Access Road, (iii) certain easements and rights in respect of the right of pedestrian and other active transportation modes over and across the Common Pedestrian Walkway, (iii) certain easements and rights in respect of use of the Shoring Easement Area to secure a shoring wall and otherwise resolve soil structural issues relating to the RPA Parcel, (iv) certain easements and rights in respect of use of the Sanitary Sewer Easement Area, and (v) certain easements and rights for the purpose of transporting storm drainage water through an underground pipeline from the RPA Parcel to the Detention Area on Grantor Parcel and to discharge such storm drainage water onto the Detention 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, Grantor and RPA agree as follows:

1. **Definitions.** Certain capitalized terms which are used in this Declaration are defined in this Declaration 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. For clarity, during the term of the Ground Lease, RPA and its employees, customers, guests and invitees are Benefited Parties with respect to the RPA Parcel.

“Common Access Road” means the land and improvements located on the Grantor Parcel which provide access to the RPA Parcel from Chipeta Way. The legal description and a depiction of the Common Access Road is set forth on Exhibit “A” attached hereto and incorporated by this reference.

“Common Pedestrian Walkway” means the land and improvements located on Grantor Parcel and RPA Parcel which provide pedestrian access between the RPA Parcel and Grantor Parcel. The legal description and a depiction of the Common Pedestrian Walkway is set forth on Exhibit “B” attached hereto and incorporated by this reference.

“Detention Area” means the land and improvements on which the water retention ponds or other water retention improvements (collectively, the **“Detention Facilities”**) are or will be located on Grantor Parcel, as described and depicted on the Exhibit “C,” attached hereto and incorporated herein by this reference.

“Easement Areas” mean the Common Access Road, the Common Pedestrian Walkway, the Storm Drainage Pipe Easement Area, the Shoring Easement Area, and the Detention Area.

“Easement Period” means a period commencing on the date hereof and expiring on December 31, 2071.

“Grantor Parcel” means the real property owned by Grantor on which the Common Access Road, the Common Pedestrian Walkway, the Storm Drainage Pipe Easement, the Shoring Easement Area and the Detention Area are located.

“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.

“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 Declaration. 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 Grantor Parcel or the RPA Parcel.

“Parcels” means Grantor Parcel and the RPA Parcel.

“RPA 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.

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

“Shoring Easement Area” means the land located on the Grantor Parcel as more particularly described on Exhibit “E.” attached hereto and incorporated herein by this reference.

“Storm Drainage Pipe Easement Area” the land located on the Grantor Parcel as more particularly described on Exhibit “F.” attached hereto and incorporated herein by this reference.

2. Grant of Easements relating to Common Access Road and Shoring Easement Area. Grantor hereby grants and creates the following easements over Grantor Parcel, for the duration of the Easement Period, which easements shall be appurtenant to the RPA Parcel and for the benefit of the Benefited Parties of the RPA Parcel:

(a) Non-exclusive easements to use the walkways on the Common Access Road for use by pedestrians.

(b) Non-exclusive 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 easements to use the Common Access Road for the purpose of constructing, installing, maintaining, operating, repairing, replacing, inspecting,

protecting, changing the size of and removing underground utilities, including, without limitation, underground electrical, water, sewer, gas, and telecommunication facilities.

(d) Non-exclusive easement under the Shoring Easement Area and for the purpose of installing, constructing, maintaining and repairing “screws” or similar improvements (collectively “Shoring Facilities”) required or recommended by RPA’s structural engineer to secure a shoring wall and otherwise resolve soil structural issues relating to the RPA Parcel.

3. Grant of Easements relating to Common Pedestrian Walkway. Each of Grantor and RPA, to the extent of their respective legal rights in and to the Parcels, hereby grants and creates for the duration of the Easement Period, the following easements over Grantor Parcel and the RPA Parcel, which easements shall be appurtenant to Grantor Parcel and RPA Parcel and for the benefit of the Benefited Parties of Grantor Parcel and RPA Parcel:

(a) Non-exclusive easements to use the Common Pedestrian Walkway for use by pedestrians and such other motorized equipment typically used on the sidewalks of Grantor Parcel such as golf carts and electric bikes and scooters. For clarity, the foregoing does not grant an easement to use the Common Pedestrian Walkway for vehicles whose primary use is on public roads.

4. Grant of Easements relating to Detention Area. Grantor hereby grants and creates the following easements over Grantor Parcel for the duration of the Easement Period, which easements shall be appurtenant to the RPA Parcel and for the benefit of the Benefited Parties of the RPA Parcel:

(a) A non-exclusive easement under the Storm Drainage Pipe Easement Area for the laying, construction, installation, use, operation, inspection, servicing, maintenance, repair, alteration, enlargement, relocation and replacement of an underground storm water pipe and facilities (collectively, the “**Storm Water Pipe**”) from the RPA Parcel to the Detention Area.

(b) A non-exclusive easement in, over and across the Detention Area and Detention Facilities to discharge, retain and store storm water and other drainage water from the RPA Parcel.

During the Easement Period, Grantor shall construct, install, repair, maintain and operator storm water detention facilities sufficient to accept the discharge of, retain and store storm water and other drainage water from the RPA Parcel.

5. Maintenance.

(a) Except as set forth in Section 5(b) below, the Grantor shall (i) keep and maintain the Easement Areas and all improvements to the Easement Areas including, without limitation, all paved areas, curbs, landscaping and lighting, in a safe, clean and attractive condition, (ii) keep the Easement Area free from any

accumulations of dirt, trash, snow, ice, and other debris to the extent reasonably necessary to keep the area in a safe, clean, and orderly condition, and (iii) otherwise maintain and repair the Easement Areas in a good and workmanlike manner, consistent with good construction practices and as required by law. The use of the word "safe" as used in this Declaration is not a representation or guaranty by Grantor that no incidents or accidents shall occur, but instead means that Grantor shall act with due attention to safety.

(b) The Owner of the RPA Parcel, at its expense, shall install, construct, operate, keep and maintain the Shoring Facilities and the Storm Water Pipe in good order and repair, without cost or expense to Grantor, in compliance with all applicable laws, and in such manner as shall not unduly interfere with the operations of Grantor or any Occupants of the Grantor Parcel. The Owner of the RPA Parcel shall not permit any lien or claim of mechanics, laborers or materialmen to be recorded against the Detention Area, the Storm Drainage Pipe Easement Area, the Shoring Easement Area, or any part thereof, for any work, labor or materials furnished pursuant to any agreement by Owner of the RPA Parcel. If such lien is recorded against the Detention Area, the Storm Drainage Pipe Easement Area, the Shoring Easement Area, or any part thereof, then, within fifteen (15) days after Owner of the RPA Parcel receives notice of the filing or recording of any such lien, Owner of the RPA Parcel shall cause the same to be discharged of record, or at Owner of the RPA Parcel's option, Owner of the RPA Parcel may contest the validity of such lien, so long as Owner of the RPA Parcel provides a payment bond in an amount equal to 100% of the lien to secure Grantor's interests. The Owner of the RPA Parcel agrees that if, in connection with the installation, operation, maintenance and/or repair of the Shoring Facilities and/or Storm Water Pipe, any portion of the Grantor's Property is damaged or disturbed by or at the direction of Owner of the RPA Parcel, then, Owner of the RPA Parcel shall promptly (and in any event within twenty (20) days) repair or replace the Grantor's Property to a condition substantially similar to that existing before any such damage or disturbance. Owner of the RPA Parcel agrees to pay to Grantor, within 30 days after receipt of an invoice therefor from Grantor, the amount of any losses to Grantor or damages to Grantor's Property, which were not remedied by Owner of the RPA Parcel, arising from or related to Owner of the RPA Parcel or its contractor performing the work on the Grantor's Property. The terms of this Section shall survive the termination or expiration of this instrument.

(c) If either Owner (the "**Defaulting Owner**") fails to keep and maintain the Easement Areas and improvements thereon as set forth above, the other Owner (the "**Non-Defaulting Owner**") shall have the right, but not the obligation, after thirty (30) days from written notice of such failure from the Non-Defaulting Owner to the Defaulting Owner (provided that in the case of a failure that cannot with diligence be remedied within such thirty (30) days, the Defaulting Owner shall have such additional period as may be reasonably necessary to remedy such failure so long as it commence the cure within such 30-day period and thereafter prosecutes such cure with diligence and continuity), to keep and maintain the such Easement Areas and improvements thereon. In such event, the Defaulting Owner shall, upon demand, reimburse and pay to Non-Defaulting Owner all reasonable expenses incurred by the Non-Defaulting Owner in connection therewith.

6. Restoration. The Owner of the RPA Parcel agrees that if, in connection with the use, occupation and enjoyment of the Easement Areas, including during construction, any portion of the Grantor's Parcel or any portion of the Grantor's property adjacent to the Grantor's Parcel is damaged or disturbed, including without limitation, alteration or damage to the landscaping, pavement, sidewalk, curb, or gutter, by or at the direction of Owner of the RPA Parcel, then, Owner of the RPA Parcel shall promptly (and in any event within twenty (20) days) repair or replace the Grantor's Property to a condition substantially similar to that existing before any such damage or disturbance. If the Owner of the RPA Parcel fails to repair or replace the Grantor's Property as required by the foregoing sentence, Grantor shall have the right to cure such failure and the Owner of the RPA Parcel agrees to pay to Grantor, within thirty (30) days after receipt of an invoice therefor from Grantor, the amount of the reasonable, actual costs incurred by Grantor to cure such failure. The terms of this Section shall survive the termination or expiration of this instrument.

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

8. Mortgagee Protection.

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

9. Amendment or Termination; Duration of Declaration. This Declaration 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 7. The term of this Declaration is effective for the duration of the Easement Period; this Declaration

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 Declaration and the rights, easements, covenants and obligations created by, and the provisions and requirements of, this Declaration 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 Declaration. 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 Declaration.

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 Declaration as this Declaration 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 Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration 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 Declaration 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 Declaration, 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 Declaration are for convenience only, shall not be deemed part of this Declaration and in no way define, limit, extend or describe the scope or intent of any provisions of this Declaration. When this Declaration refers to a Section by number or other designation, such reference shall be deemed to be to the correspondingly numbered Section of this Declaration 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 Declaration 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 Declaration 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.

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

17. Counterparts. This Declaration may be executed in any number of counterparts. Each such counterpart of this Declaration 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 Declaration are expressly made a part of and incorporated in this Declaration as fully as though completely set forth in this Declaration.

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

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 Declaration is unmodified and in full force and effect (or if there have been any modifications, that the Declaration 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 Declaration 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.

21. No Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of any Parcel for the general public or for any other public purpose whatsoever, it being the intention of the University that this Declaration be strictly limited to the purposes expressed herein.

[Signatures commence on following page]

IN WITNESS WHEREOF, Grantor and RPA have executed this Declaration as of the date first set forth above.

“GRANTOR”

UNIVERSITY OF UTAH, a body politic and
corporate of the State of Utah

By: 

Name: Patricia A. Ross

Its: Chief Business Strategy Officer

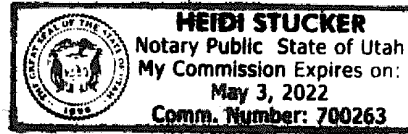
UNIVERSITY OF UTAH RESEARCH
FOUNDATION, a 501(c)(3) corporation

By: 

Name: Andrew S. Weyrich

Its: President

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



The foregoing instrument was acknowledged before me this 22 day of October, 2019, by Patricia A. Ross, the Chief Business Strategy Officer of the UNIVERSITY OF UTAH, a body politic and corporate of the State of Utah.


NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires: 5/3/22

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



The foregoing instrument was acknowledged before me this 22 day of October, 2019, by Andrew S. Weyrich, the President of the UNIVERSITY OF UTAH RESEARCH FOUNDATION, a 501(c)(3) corporation.


NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires: 5/3/22

[Signature Page to Declaration of Nonexclusive Easements]

“RPA”

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: [Signature]
Name: BRIAN GOCHNOW
Its: Manager

STATE OF UTAH)

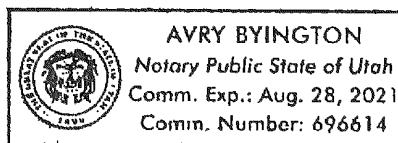
: ss.

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.

[Signature]
NOTARY PUBLIC
Residing at: Davis County

My Commission Expires: 8/28/2021




CONSENT AND SUBORDINATION

THE UNDERSIGNED, Wells Fargo Trust Company, National Association, as trustee (the "Lender"), consents to the foregoing Declaration of Nonexclusive Easements (the "Declaration"), and agrees that (i) the interests in and rights concerning Grantor Parcel (as defined in the Declaration) held by or vested in Lender on or after the date of the Declaration shall be subject and subordinate to the easements, rights and arrangement provided for in the Declaration, (ii) the Declaration shall be prior and superior to such interests and rights, as may be necessary to effectuate all of the provisions set forth in the Declaration.

(Lender currently holds, among other instruments, a Leasehold Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated May 20, 2010, encumbering all or a portion of Grantor Parcel, which instrument was recorded May 20, 2010, as Entry No. 10955926 in the official records of the Salt Lake County Recorder and an Assignment of Leases and Rents encumbering all or a portion of Grantor Parcel, which instrument was recorded May 20, 2010, as Entry No. 10955928 in the official records of the Salt Lake County Recorder.)

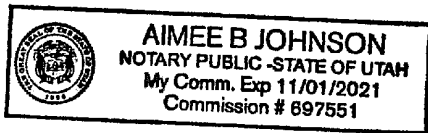
WELLS FARGO TRUST COMPANY, NATIONAL
ASSOCIATION, AS TRUSTEE

By: 
Name: Hillary Pavia
Title: Vice President

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

I, Aimee B. Johnson, a Notary Public in and for the County and State aforesaid, do hereby certify that Hillary Pavia, the Vice President of WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that pursuant to authority, given by the Board of Directors of Wells Fargo Trust Company, National Association he signed and delivered the same instrument as her/his own free and voluntary act and as the free and voluntary act of WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29 day of October 2019.



(SEAL)

Aimee Johnson
Notary Public

Commission expires: 11-01-2021

EXHIBIT "A"

To

DECLARATION OF NONEXCLUSIVE EASEMENTS

Legal Description of Common Access Road

Beginning at a point on the South Boundary line of Myriad Genetics Building #6, said point being 849.88 feet South 82°23'14" West from the U of U Control FM in the intersection of Wakara Way and Colorow Road; being the beginning of a curve to the left, of which the radius point lies North 35°11'34" West; and running thence Northeasterly along the arc of a 27.73 foot radius curve to the left a distance of 8.71 feet (Central Angle equals 17°59'37" and Long Chord bears North 45°48'37" East 8.67 feet); thence North 37°38'04" East 32.13 feet to a point of non-tangent curvature of which the radius point lies North 49°42'01" West; thence Northeasterly along the arc of a 40.18 feet radius curve to the left a distance of 10.44 feet (Central Angle equals 14°53'19", and Long Chord bears North 32°51'19" East 10.41 feet); thence North 21°48'54" East 146.15 feet to a point of non-tangent curvature of which the radius point lies South 71°37'21" East; thence Northeasterly along the arc of a 103.64 feet radius curve to the right a distance of 51.08 feet (Central Angle equals 28°14'21", and Long Chord bears North 32°29'50" East 50.57 feet) to a point of non-tangent curvature of which the radius point lies South 50°07'10" East; thence Northeasterly along the arc of a 143.94 feet radius curve to the right a distance of 71.41 feet (Central Angle equals 28°25'31", and Long Chord bears North 54°05'35" East 70.68 feet) to a point of non-tangent curvature of which the radius point lies North 21°03'04" West; thence Northeasterly along the arc of a 19.80 feet radius curve to the left a distance of 27.50 feet (Central Angle equals 79°35'08", and Long Chord bears North 29°09'22" East 25.35 feet); thence North 10°23'04" West 24.18 feet to a point of curvature; thence Northerly along the arc of a 227.00 feet radius curve to the right a distance of 63.71 feet (Central Angle equals 16°04'48", and Long Chord bears North 02°20'40" West 63.50 feet); thence North 05°32'41" East 29.40 feet to a point of non-tangent curvature of which the radius point lies South 84°13'33" East; thence Northerly along the arc of a 603.02 feet radius curve to the right a distance of 166.76 feet (Central Angle equals 15°50'41", and Long Chord bears North 13°41'47" East 166.23 feet); thence North 21°37'56" East 145.12 feet to a point of curvature; thence Northeasterly along the arc of a 40.00 feet radius curve to the right a distance of 62.92 feet (Central Angle equals 90°07'24", and Long Chord bears North 66°41'38" East 56.63 feet); thence South 68°14'40" East 428.93 feet to a point of non-tangent curvature of which the radius point lies North 19°20'56" East; thence Northeasterly along the arc of a 15.01 feet radius curve to the left a distance of 23.59 feet (Central Angle equals 90°03'07", and Long Chord bears North 64°19'23" East 21.24 feet); thence North 21°37'30" East 99.75 feet to a point of non-tangent curvature of which the radius point lies North 69°40'20" West; thence Northerly along the arc of a 93.36 feet radius curve to the left a distance of 47.21 feet (Central Angle equals 28°58'31", and Long Chord bears North 05°50'25" East 46.71 feet); thence North 89°37'00" East 56.81 feet to a point of non-tangent curvature of which the radius point lies South 72°34'32" West; thence Southerly along the arc of a 775.00 feet radius curve to the right a distance of 32.23 feet (Central Angle equals 02°22'57", and Long Chord bears South 16°13'59" East 32.23 feet); thence South

89°37'00" West 22.80 feet to a point of curvature; thence Southwesterly along the arc of a 20.00 foot radius curve to the left a distance of 25.99 feet (Central Angle equals 74°27'53", and Long Chord bears South 52°23'03" West 24.20 feet) to a point of reverse curvature; thence Southerly along the arc of a 120.36 foot radius curve to the right a distance of 10.87 feet (Central Angle equals 05°10'33", and Long Chord bears South 17°44'23" West 10.87 feet); thence South 21°37'30" West 114.40 feet; thence South 23°42'48" West 11.86 feet to a point of non-tangent curvature of which the radius point lies North 66°55'16" West; thence Southwesterly along the arc of a 499.30 foot radius curve to the right a distance of 166.25 feet (Central Angle equals 19°04'38", and Long Chord bears South 32°37'03" West 165.48 feet); thence South 43°02'19" West 19.94 feet to a point of non-tangent curvature of which the radius point lies North 45°33'14" West; thence Southwesterly along the arc of a 533.73 foot radius curve to the right a distance of 79.88 feet (Central Angle equals 08°34'32", and Long Chord bears South 48°44'02" West 79.81 feet); thence South 55°39'00" West 16.23 feet to a point of non-tangent curvature of which the radius point lies North 35°18'54" West; thence Southwesterly along the arc of a 485.47 foot radius curve to the right a distance of 70.39 feet (Central Angle equals 08°18'28", and Long Chord bears South 58°50'20" West 70.33 feet); thence South 64°39'01" West 12.59 feet to a point of non-tangent curvature of which the radius point lies North 26°06'10" West; thence Westerly along the arc of a 460.88 foot radius curve to the right a distance of 149.46 feet (Central Angle equals 18°34'52", and Long Chord bears South 73°11'16" West 148.81 feet); thence South 83°25'30" West 29.84 feet to a point of non-tangent curvature of which the radius point lies North 05°57'42" West; thence Westerly along the arc of a 543.45 foot radius curve to the right a distance of 74.72 feet (Central Angle equals 07°52'39", and Long Chord bears South 87°58'38" West 74.66 feet); thence North 85°05'46" West 27.50 feet to a point of non-tangent curvature of which the radius point lies South 06°25'04" West; thence Westerly along the arc of a 99.35 foot radius curve to the left a distance of 49.75 feet (Central Angle equals 28°41'24", and Long Chord bears South 82°04'22" West 49.23 feet); thence South 64°11'02" West 19.54 feet to a point of non-tangent curvature of which the radius point lies South 31°31'22" East; thence Southwesterly along the arc of a 122.02 foot radius curve to the left a distance of 19.72 feet (Central Angle equals 09°15'38", and Long Chord bears South 53°50'49" West 19.70 feet); thence South 46°11'26" West 10.07 feet to a point of non-tangent curvature of which the radius point lies South 44°11'54" East; thence Southwesterly along the arc of a 97.58 foot radius curve to the left a distance of 39.52 feet (Central Angle equals 23°12'16", and Long Chord bears South 34°11'58" West 39.25 feet); thence South 21°47'38" West 89.26 feet; thence South 21°59'58" West 118.85 feet; thence South 17°04'31" West 4.42 feet; thence North 51°57'10" West 55.30 feet to the POINT OF BEGINNING.

Containing 210,680 square feet or 4.8366 acres, more or less.

LESS AND EXCEPTING

Beginning at a point on the South Boundary line of Myriad Genetics Building #6, said point being 628.46 feet North 76°24'28" West from the U of U Control FM in the intersection of Wakara Way and Colorow Road; being the beginning of a curve to the right, of which the radius point lies North 02°21'50" West; and 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 Northerly along the arc of a 200.00 feet radius curve to the right a

distance of 56.13 feet (Central Angle equals $16^{\circ}04'48''$, and Long Chord bears North $02^{\circ}20'40''$ West 55.95 feet); thence North $05^{\circ}41'44''$ East 29.41 feet to a point of non-tangent curvature of which the radius point lies South $84^{\circ}18'17''$ East; thence Northerly along the arc of a 572.00 feet radius curve to the right a distance of 159.23 feet (Central Angle equals $15^{\circ}57'00''$, and Long Chord bears North $13^{\circ}40'13''$ East 158.72 feet); thence North $21^{\circ}37'55''$ East 146.11 feet to a point of non-tangent curvature of which the radius point lies South $68^{\circ}21'44''$ East; thence Northeasterly along the arc of a 12.00 feet radius curve to the right a distance of 18.88 feet (Central Angle equals $90^{\circ}08'27''$, and Long Chord bears North $66^{\circ}42'30''$ East 16.99 feet); thence South $68^{\circ}14'59''$ East 427.21 feet to a point of curvature; thence Southerly along the arc of a 15.00 feet radius curve to the right a distance of 24.99 feet (Central Angle equals $95^{\circ}26'45''$, and Long Chord bears South $20^{\circ}31'36''$ East 22.20 feet) to a point of compound curvature; thence Southwesterly along the arc of a 472.30 feet radius curve to the right a distance of 123.11 feet (Central Angle equals $14^{\circ}56'06''$, and Long Chord bears South $34^{\circ}39'49''$ West 122.76 feet); thence South $43^{\circ}02'19''$ West 19.39 feet to a point of non-tangent curvature of which the radius point lies North $45^{\circ}31'01''$ West; thence Southwesterly along the arc of a 506.73 feet radius curve to the right a distance of 74.90 feet (Central Angle equals $08^{\circ}28'10''$, and Long Chord bears South $48^{\circ}43'04''$ West 74.84 feet); thence South $55^{\circ}39'00''$ West 15.83 feet to a point of non-tangent curvature of which the radius point lies North $35^{\circ}20'35''$ West; thence Southwesterly along the arc of a 458.47 feet radius curve to the right a distance of 66.32 feet (Central Angle equals $08^{\circ}17'15''$, and Long Chord bears South $58^{\circ}48'03''$ West 66.26 feet); thence South $64^{\circ}39'01''$ West 12.37 feet to a point of non-tangent curvature of which the radius point lies North $26^{\circ}07'33''$ West; thence Westerly along the arc of a 433.88 feet radius curve to the right a distance of 88.82 feet (Central Angle equals $11^{\circ}43'46''$, and Long Chord bears South $69^{\circ}44'20''$ West 88.67 feet) to a point of non-tangent curvature of which the radius point lies North $13^{\circ}05'24''$ West; thence Westerly along the arc of a 490.73 feet radius curve to the right a distance of 161.25 feet (Central Angle equals $18^{\circ}49'38''$, and Long Chord bears South $86^{\circ}19'25''$ West 160.53 feet); thence North $88^{\circ}11'14''$ West 21.84 feet to the POINT OF BEGINNING.

Contains 62,918 square feet or 1.444 acres

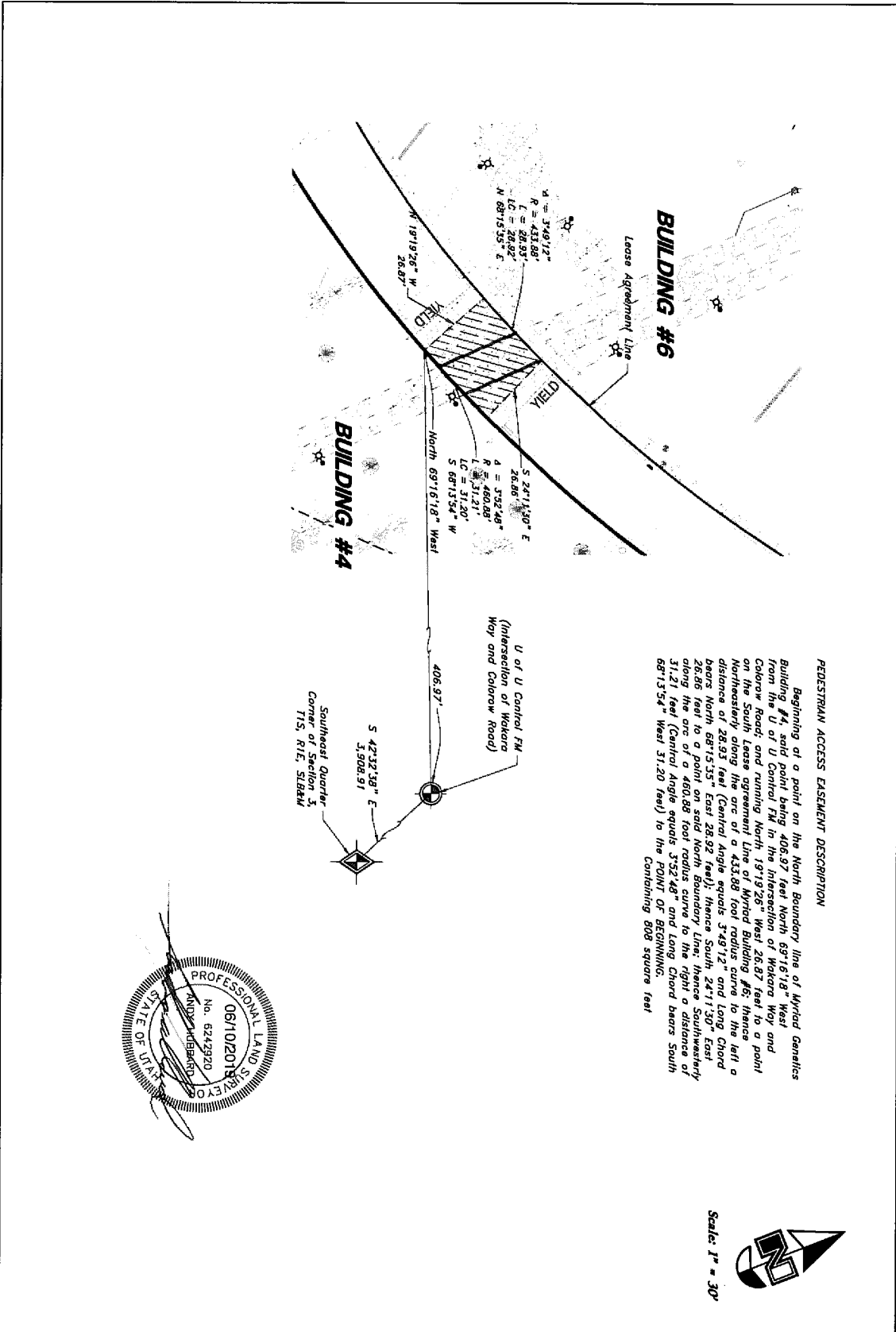
EXHIBIT "B"

To

DECLARATION OF NONEXCLUSIVE EASEMENTS

Legal Description of Common Pedestrian Walkway

[See attached]



GREAT BASIN ENGINEERING

PROFESSIONAL LAND SURVEYOR
No. 6242920
08/10/2019
ANDREW DEBAKARD
STATE OF UTAH

5748 SOUTH 1475 EAST OGDEN, UTAH 84403
PHONE: 435-468-1111 FAX: 435-468-1111
WWW.GREATBASINENGINEERING.COM

Job Name: MYRIAD GENETICS
PEDESTRIAN ACCESS EASEMENT

Job No: 18N920
Date: 10 JUNE 2019

Sheet No.
EX08

Sheet Reference
CS101

EXHIBIT "C"

To

DECLARATION OF NONEXCLUSIVE EASEMENTS

Legal Description of Detention Area

[See attached]

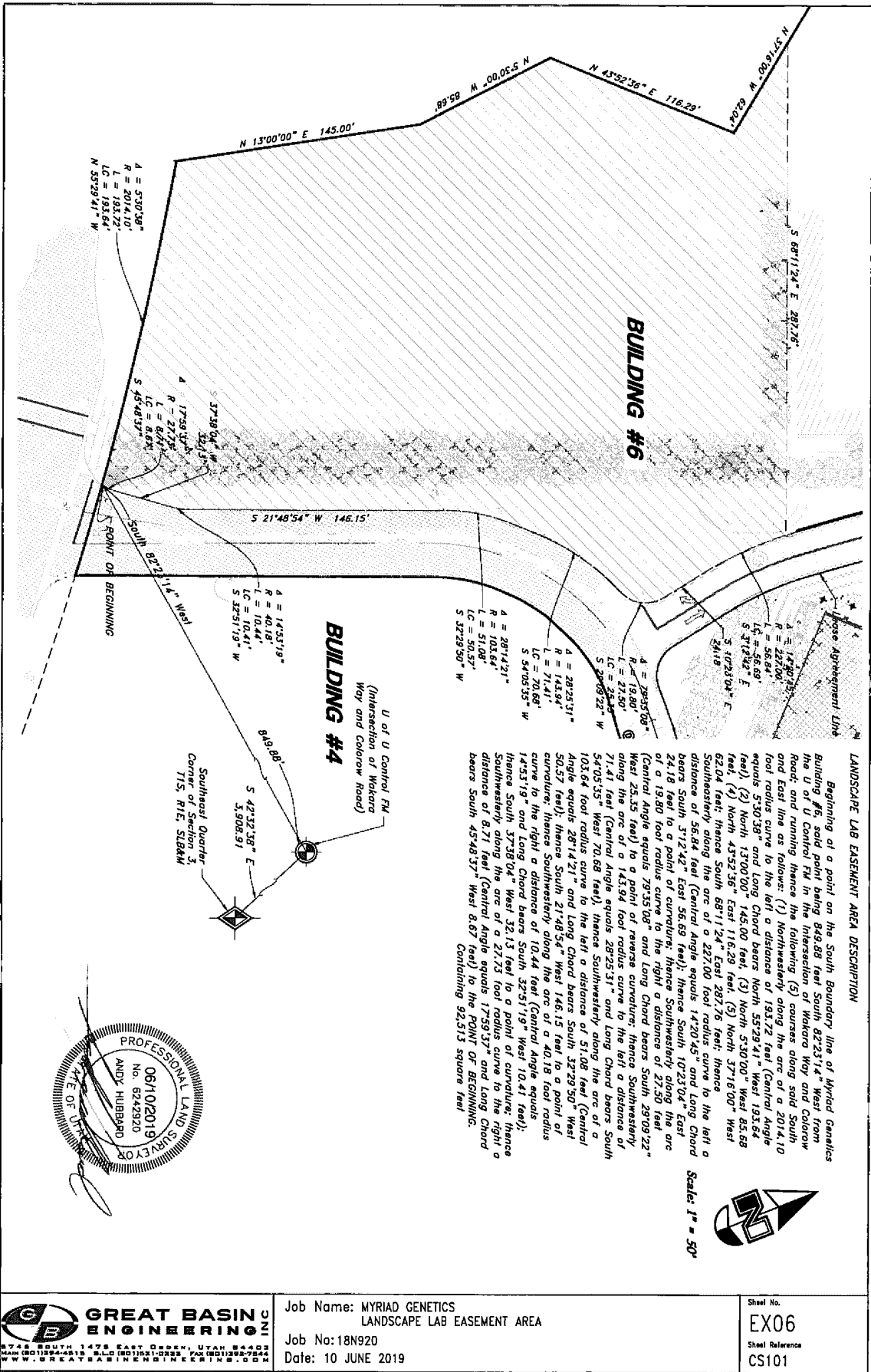


EXHIBIT "D"

to

DECLARATION OF NONEXCLUSIVE EASEMENTS

Legal Description of the RPA 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]

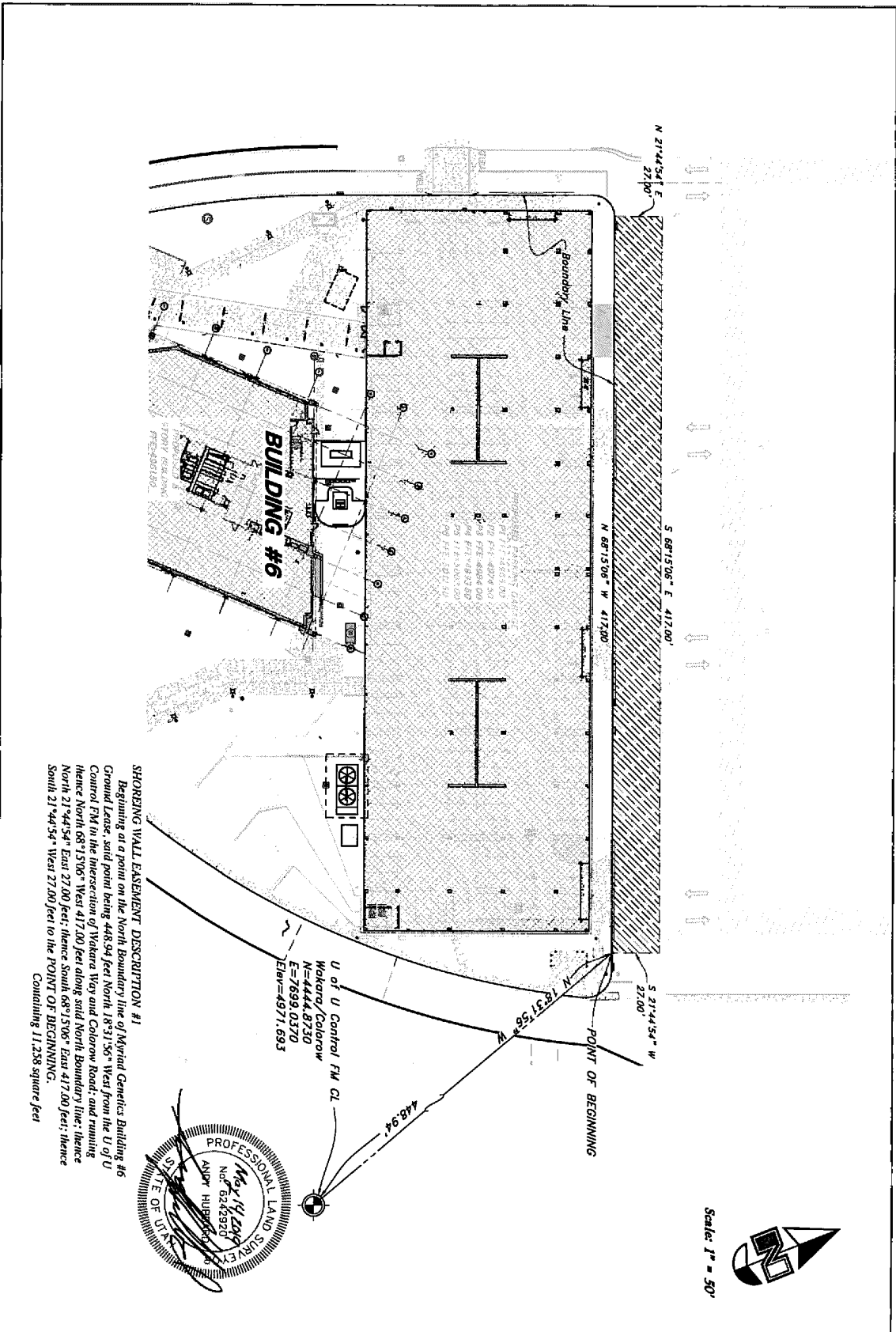
EXHIBIT "E"

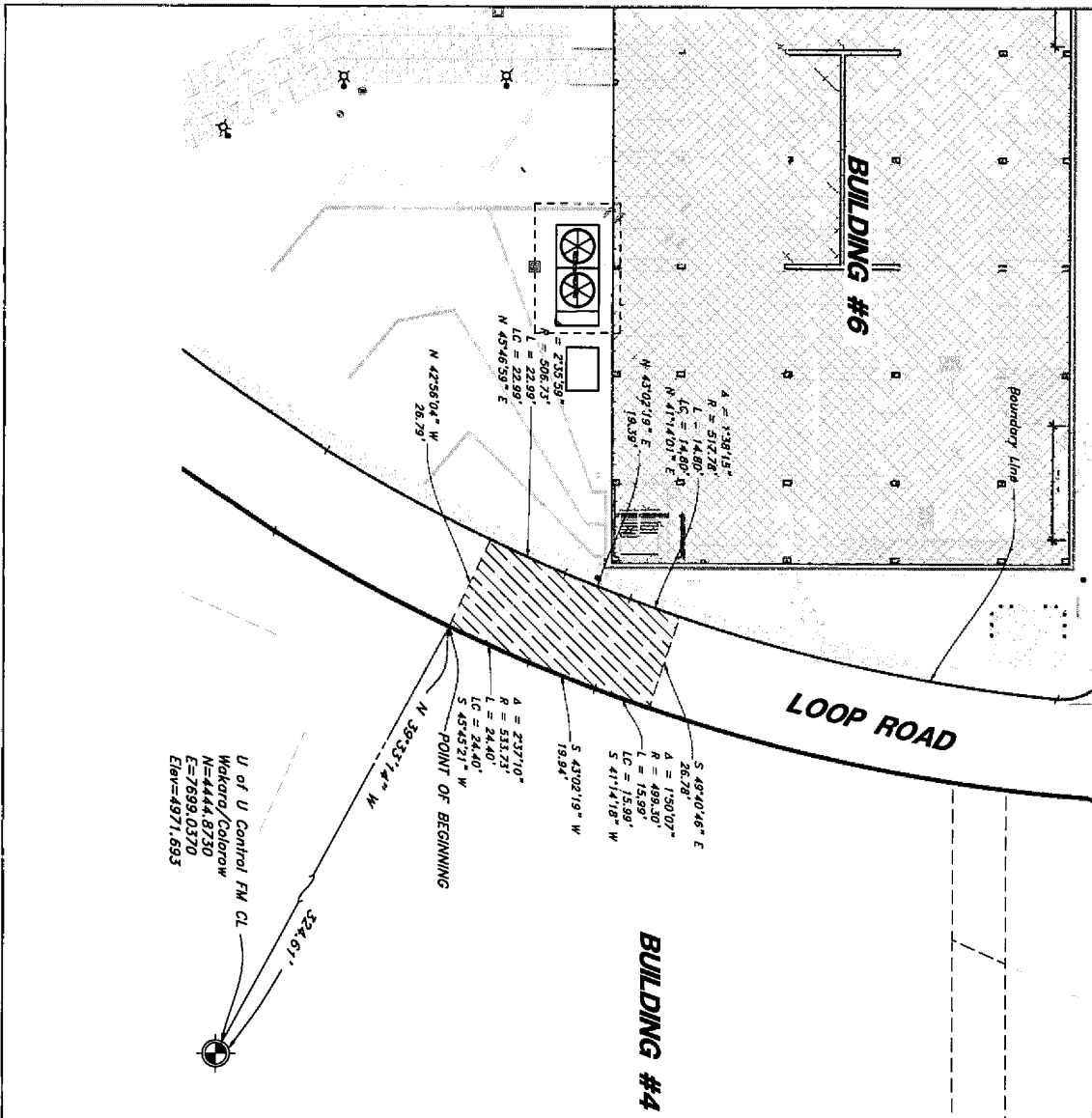
to

DECLARATION OF NONEXCLUSIVE EASEMENTS

Legal Description of Shoring Easement Area

[See attached]





BUILDING #4

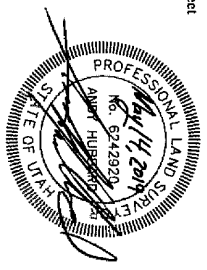
SHORING WALL EASEMENT DESCRIPTION #2

Beginning at a point on the West Boundary line of Myriad Genetics Building #4 Ground Lease, said point being 324.61 feet North 39°35'14" West from the U of U Control FM, in the intersection of Wakana Way and Colerow Road, and running thence North 42°56'04" West 26.79 feet to a point along the East Boundary line of Myriad Genetics Building #6 Ground Lease; thence the following (3) courses along said East line as follows: (1) Northwesterly along the arc of a 506.73 foot curve radius to the left a distance of 22.99 feet (Central Angle equals 2°35'59" and Long Chord bears North 45°46'59" East 22.99 feet), (2) North 43°02'19" East 19.39 feet, and (3) Northwesterly along the arc of a 517.78 foot curve radius to the left a distance of 14.80 feet (Central Angle equals 1°38'15" and Long Chord bears North 41°14'01" East 14.80 feet); thence South 49°40'46" East 26.78 feet to said West line of Myriad Genetics Building #4 Ground Lease; thence the following (3) courses along said West Boundary line of Building #4 Ground Lease as follows: (1) Southwesterly along the arc of a 499.30 foot radius curve to the right a distance of 15.99 feet (Central Angle equals 1°50'07" and Long Chord bears South 41°14'18" West 15.99 feet), (2) South 43°02'19" West 19.94 feet, and (3) Southwesterly along the arc of a 533.73 foot radius curve to the right a distance of 24.40 feet (Central Angle equals 2°37'10" and Long Chord bears South 45°45'21" West 24.40 feet) to the POINT OF BEGINNING.

Containing 1,574 square feet



Scale: 1" = 30'



GREAT BASIN ENGINEERING
 5748 SOUTH 1478 EAST OGDEN, UTAH 84403
 MAIN (801) 228-4515 FAX (801) 228-1022 TOLL (801) 228-7844
 WWW.GREATBASINENGINEERING.UTAH

Job Name: MYRIAD GENETICS SHORING WALL EASEMENT #2
 Job No: 18N920
 Date: 13 MAY 2019

Sheet No. EX05
 Sheet Reference CS101

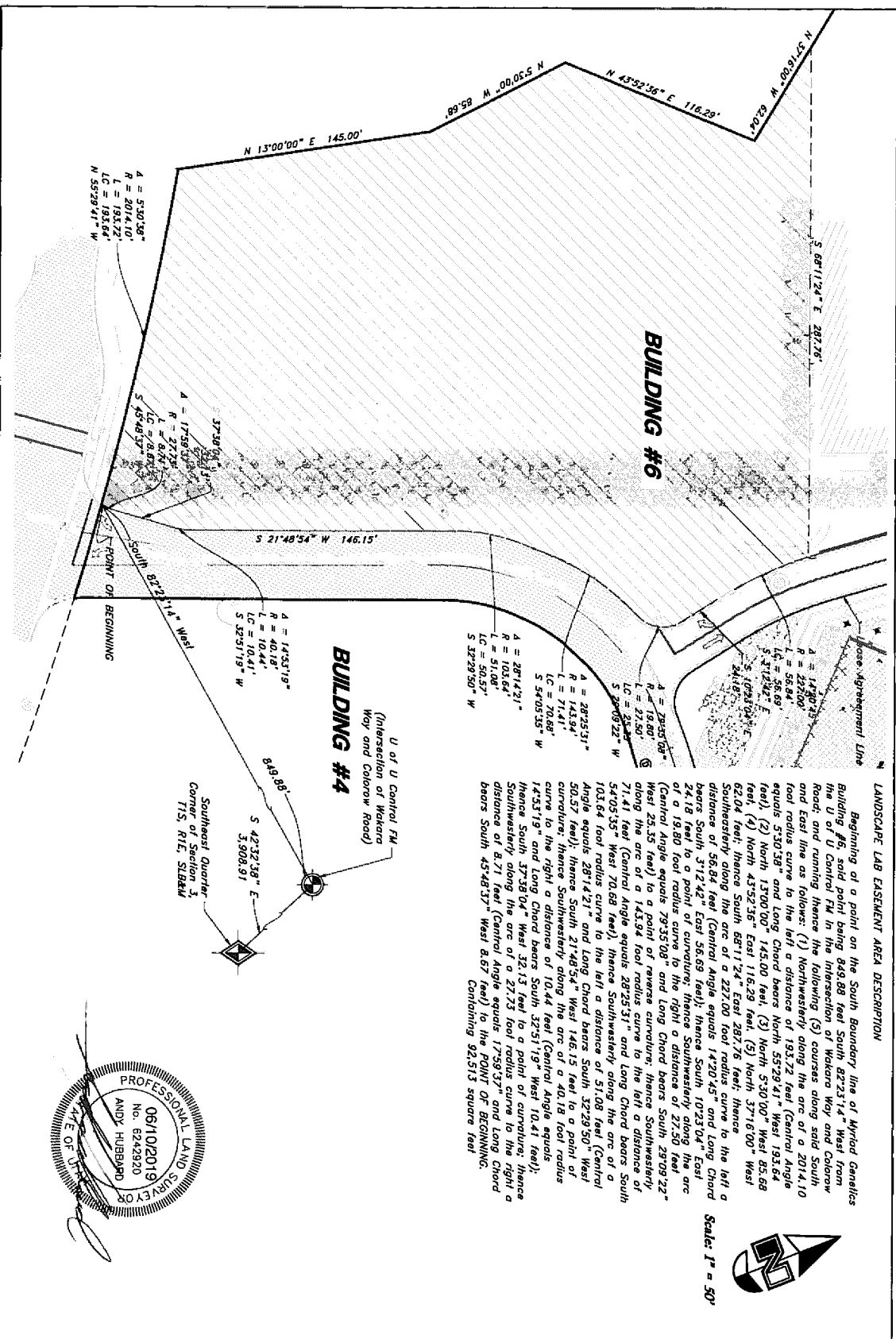
EXHIBIT "F"

to

DECLARATION OF NONEXCLUSIVE EASEMENTS

Legal Description of the Storm Drainage Pipe Easement Area

[See attached]



GREAT BASIN ENGINEERING INC

PROFESSIONAL LAND SURVEYOR
 ANDY HUBBARD
 No. 6242920
 06/10/2019

3748 SOUTH 1478 EAST DOBEN, UTAH 84403
 3450 SOUTH 1100 EAST DOBEN, UTAH 84403
 3450 SOUTH 1100 EAST DOBEN, UTAH 84403

Job Name: MYRIAD GENETICS
 LANDSCAPE LAB EASEMENT AREA

Job No: 18N920
 Date: 10 JUNE 2019

Sheet No.
EX06

Sheet Reference
 CS101