

Return to: Richard D. Clayton, Attorney at Law
#1300
135 South State Street
Salt Lake City, Utah 84111

303

Richard Clayton
BRENNECA SMAY

WESTERN STATES
DEP

Nov 3 12 12 PM '86

KATHIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

JOINT LOBBY AGREEMENT

[HERCULES OFFICE PARK]

4342472

THIS JOINT LOBBY AGREEMENT, dated as of the 31st day of October, 1986, is executed by BOYER GUST PARTNERSHIP, a Utah general partnership (hereinafter, "Boyer"), whose address for the purposes hereof is 675 East 500 South, Salt Lake City, Utah 84102 and ARBOR PARK EAST PARTNERSHIP, a Utah general partnership (hereinafter "Arbor"), whose address for the purposes hereof is 675 East 500 South, Salt Lake City, Utah 84102, and by such other parties, if any, as are signatories to this Agreement (all of which parties, including Boyer and Arbor, are hereinafter sometimes collectively referred to as the "Signatories," and each or any of which parties is hereinafter sometimes referred to as a "Signatory.")

RECITALS:

A. Each of the Signatories has an interest in a portion or all of the "Joint Lobby" (as hereinafter defined).

B. Portions of the Joint Lobby have been, or it is contemplated that portions of the Joint Lobby will be, separately owned, encumbered, leased or otherwise dealt with. The Signatories recognize that it is desirable to create an arrangement suitable to such state of affairs and accordingly have agreed that the Joint Lobby or portions thereof shall be burdened and benefitted by certain easements, covenants, restrictions and requirements. The Signatories desire to reduce to writing their understanding and agreement respecting such matters and to effectuate said agreement by an appropriate instrument.

AGREEMENT:

NOW, THEREFORE, for the foregoing purposes and in consideration of the reciprocal benefits to be derived from the easements, covenants, restrictions and requirements set forth below, the Signatories and each of them hereby consent, acknowledge and agree to all of the following terms and provisions. Each of the Signatories, with respect to the portion of the Joint Lobby in which such Signatory has an interest and with respect to the rights concerning said portion which are held by or vested in such Signatory, hereby grants such rights and easements, hereby agrees to such covenants, conditions, restrictions and

BOOK 5835 PAGE 1275

WSY 77945

requirements, and hereby agrees that the interests held by such Signatory with respect to each and any portion of the Joint Lobby shall be subject and subordinate to the arrangement provided for in this Agreement as is or may be necessary to effectuate each and all of the terms and provisions set forth below and to make the arrangement provided for in this Agreement prior and superior to the interests in or rights concerning each and any portion of the Joint Lobby which are held by or vested in any Signatory.

1. Definitions. As used in this Agreement, each of the following terms shall have the indicated meaning:

1.1 "Agreement" means this Joint Lobby Agreement, as the same may be modified, amended or supplemented in accordance with the law and the provisions hereof.

1.2 "Parcel A" means the real property located in Salt Lake County, State of Utah, described on Exhibit "A" attached hereto and incorporated herein by this reference. [At the time this Agreement is recorded, Boyer is the Owner of Parcel A.]

1.3 "Parcel B" means the real property located in Salt Lake County, State of Utah, described on Exhibit "B" attached hereto and incorporated herein by this reference. [At the time this Agreement is recorded, Arbor is the Owner of Parcel B.]

1.4 "Parcels" means Parcels A and B, as defined herein, together with all Improvements thereon at the time in question. "Parcel" means each or any of the Parcels.

1.5 "Joint Lobby" means those portions of the Buildings located or to be located on Parcels A and B, which portions are identified by double crosshatching on Exhibit "C" attached hereto and incorporated herein by this reference. The Joint Lobby shall be deemed to be bounded and enclosed by, and include all area within and between, the interior surfaces of the walls, floors, ceilings, windows, skylights, and doors on or along the perimeter boundaries of the lobby areas by such double crosshatching; provided, however, that except as otherwise provided, the Joint Lobby shall not include any of the walls, floors, ceilings, windows, skylights, or doors on or along such perimeter boundaries or within or any of the same located within said lobby areas. Notwithstanding anything else herein to the contrary, the Joint Lobby shall include (except where the context requires otherwise) the Parcel B Entry and the two load-bearing walls (one on Parcel A and one on Parcel B) shown on Exhibit "C" attached hereto.

BOOK 5835 PAGE 1278

1.6 "Parcel B Entry" means those portions of the Joint Lobby which are designated as "Entry Doors" on Exhibit "C" attached hereto and incorporated herein by this reference.

1.7 "Owner" means the party which at the time concerned is the owner of record (in the office of the Recorder of Salt Lake County, State of Utah) of a whole or partial undivided fee interest in any portion of the realty concerned. In the event that there is more than one Owner of the realty involved at the time concerned, the liability of each such Owner for performance under and compliance with the applicable provisions of this Agreement shall be joint and several. Notwithstanding any applicable theory relating to a Mortgage, the term "Owner" shall not mean a Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.8 "Mortgage" means both a recorded mortgage and a recorded deed of trust, and "Mortgagee" means both the mortgagee under a recorded mortgage and the trustee and/or beneficiary under a recorded deed of trust at the time concerned.

1.9 "Buildings" means all buildings built upon and affixed to Parcels A and B, at any time and from time to time which are intended for permanent use and/or occupancy, including, but not limited to, financial, office, retail, parking and other commercial buildings, and includes the area directly below such buildings, all projections, additions and extensions of such buildings, and platforms and docks affixed to the outside of such buildings. "Building" means each or any of the Buildings.

1.10 "Taxes" means all taxes, assessments, charges and fees imposed, assessed or levied by any governmental or public authority against or upon the realty in question.

2. Joint Lobby

2.1 Construction and Maintenance of the Joint Lobby. In conjunction with the construction and completion of the permanent Buildings on Parcels A and B, the Owner of Parcel A shall construct, complete, and pay for the portion of the Joint Lobby located on Parcel A and the Owner of Parcel B shall construct, complete, and pay for the portion of the Joint Lobby located on Parcel B. The Owner of each respective Parcel shall maintain, in good and attractive order, condition and repair, all of the Improvements situated in, or comprising a part of the Joint Lobby located on such Owner's Parcel. All replacements for, or repairs of, walls, doors, floors, windows, skylights, or stairs bounding or located within the Joint Lobby shall be

BOOK 5835 PAGE 1277

accomplished and paid for by the Owner of the Parcel on which the wall, door, floor, window, skylight, or stair is located. The Joint Lobby shall be jointly operated by the Owners in a commercially reasonable manner. The Owners may make and enforce rules and regulations relating to such operation.

2.2 Easement for Access Over and Through Joint Lobby and Parcel B Entry. Parcel A shall have appurtenant thereto and shall be benefited by, and Parcel B and the Parcel B Entry shall be subject to and shall be burdened by, a nonexclusive right-of-way and easement for ingress and egress by pedestrian traffic over and through that portion of the Joint Lobby situated on Parcel B, including the Parcel B Entry. Parcel B shall have appurtenant thereto and shall be benefited by, and Parcel A shall be subject to and shall be burdened by, a nonexclusive right-of-way and easement for ingress and egress by pedestrian traffic over and through that portion of the Joint Lobby situated on Parcel A.

2.3 Liability Insurance Covering the Joint Lobby. The Owners shall pay for and at all times maintain or cause to be maintained continuously in force public liability and property damage insurance providing coverage against personal injury, death and property damage occurring on or about, or by reason of activities within, the Joint Lobby. Such insurance shall be carried with a responsible company or companies and the limits thereof shall be such as to afford at least the coverage provided by a "combined single limit" of \$1,000,000.00 for bodily injury, death and property damage. The Owners may comply with the requirements of the foregoing portion of this Paragraph by the purchase of blanket coverage, and may elect such "deductible" provisions as are, in their opinion, consistent with good business practice. The named insureds under such insurance shall be the respective Owners of Parcels A and B, and such additional party or parties (having an interest in any portion of Parcels A and B) as any of said Owners may specify in a writing delivered to the other Owner(s). The Owners shall, upon the written request of any party which then has an interest in any portion of Parcels A and B (including the Mortgagee under any first-position Mortgage) furnish to such party written evidence that the liability insurance required by this Paragraph is in force.

2.4 Casualty Insurance Covering the Parcel B Entry. The Owner of Parcel B shall pay for and at all times maintain or cause to be maintained continuously in force with a responsible company or companies, insurance providing coverage equal to the full insurable value of the Building to be constructed on Parcel A, including the Improvements included in the Joint Lobby and insuring against the perils of fire, lightning, windstorm, hail,

BOOK 5835 PAGE 1278

explosion, riot, damage from aircraft or vehicles, smoke damage, water damage, theft, vandalism, malicious mischief and any other perils typically included within "extended coverage." The Owner of Parcel B may comply with the requirements of the foregoing portion of this Paragraph by the purchase of blanket coverage, and may elect such "deductible" provisions as are, in its opinion, consistent with good business practice. The named insureds under such insurance shall be the respective Owners of Parcels A and B, as their respective interests may appear. The Mortgagee under any first-position Mortgage affecting any portion of Parcels A and B shall, upon the delivery of a written request to the Owner of Parcel A from such Mortgagee or from the Owner of the portion of Parcels A and B in which such Mortgagee is interested, be added as an additional insured or be provided with a loss payable mortgagee's endorsement to the policy of insurance (at the election of the Mortgagee concerned). Notwithstanding which parties may be named as insureds, as loss payees or as Mortgagees under any casualty insurance policies obtained pursuant to this Paragraph, however, any proceeds of such insurance shall be payable to the Owner of Parcel B and/or to the Mortgagee under the first-position Mortgage on Parcel B, as trustee(s) for all parties interested under said insurance policies, for use and application in repairing or restoring any Building and Improvements covered by such insurance that may be damaged or destroyed, and if reasonably possible any such policies shall be made to so provide. The Owner of Parcel B shall, upon the written request of any party which then has an interest in any portion of Parcels A and B (including the Mortgagee under any portion of the Parcels), furnish to such party written evidence that the insurance required by this Paragraph is in force.

2.5 Damage, Destruction and Restoration of the Joint Lobby. The Owner of any Parcel shall not materially alter, demolish or destroy all or any portion of the Joint Lobby without in each instance obtaining the prior written consent of the other Owner(s) and the Mortgagee under each first-position Mortgage then affecting any portion of Parcels A and B. In the event all or any portion of the Joint Lobby is damaged or destroyed through casualty, the Owners shall, irrespective of whether the damage or destruction is covered by insurance, but subject to all of the provisions of this Paragraph, be obligated to rebuild and restore the Joint Lobby to substantially the same condition as existed prior to the damage or destruction (unless within the three-month period immediately following the casualty a written agreement providing for another course of action is entered into or consented to by the Owners of Parcels A and B and by the Mortgagee under each first-position Mortgage then affecting any portion of Parcels A and B). Proceeds, if any, of casualty insurance shall be held by the Owner of Parcel B and/or by the Mortgagee under

BOOK 5835 PAGE 1279

the first-position Mortgage then affecting Parcel B, and shall be paid out and disbursed (with reasonable and customary safeguards and controls) as reconstruction occurs in payment of the various costs and expenses associated therewith. To the extent insurance proceeds are insufficient to pay all of the costs and expenses entailed in reconstruction, the Owners shall be obligated to pay the deficiency.

3. Default; Performance in Stead of Defaulting Owner. In the event that the Owner of any Parcel defaults in performance of any of its obligations under this Agreement, the Owner of any other Parcel shall have the right, upon the expiration of at least fifteen (15) days following written notice of such default given to both the defaulting Owner and the Mortgagee under any first-position Mortgage which may then affect that Parcel owned by the defaulting Owner (unless efforts to effect a cure of a nonmonetary default have been instituted within said period and are thereafter diligently pursued to completion), to perform in the defaulting Owner's stead and thereafter to be reimbursed by the defaulting Owner, upon demand, for all costs, expenses and damages reasonably expended or incurred by reason of the default, together with interest thereon at the rate of eighteen percent (18%) per annum and reasonable attorney's fees (including those incurred in connection with any appeal). At the option of the non-defaulting Owner, all such amounts shall be secured by a lien against the Parcel owned by the delinquent Owner, which said lien shall be evidenced by a Notice of Lien or similar instrument filed for record by the non-defaulting Owner with the County Recorder of Salt Lake County, Utah.

4. Title and Mortgage Protection. 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 any portion of the Parcels. 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 covering any portion of the Parcels.

5. Covenants to Run with Land. This Agreement and all of the covenants, provisions, and requirements hereof are intended to be and shall constitute covenants running with the land, and shall be binding upon and shall inure to the benefit of the Signatories, the respective Owners from time to time of any portion of the Parcels, any other party which has, acquires or comes to have any interest in or which occupies or comes to occupy all or any portion of the Parcels, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. This Agreement and all of the covenants, provisions and requirements hereof shall be binding upon each

BOOK 5835 PAGE 1280

portion of the Parcels, and all interests in any portion of the Parcels shall be subject to this Agreement and all of such covenants, provisions and requirements. By acquiring, in any way coming to have any interest in or occupying any portion of the Parcels, the party so acquiring, coming to have such interest or occupying consents to and agrees to be bound by this Agreement and all of the covenants, provisions and requirements hereof.

6. Attorneys' Fees. If any action is brought because of a default under or to enforce or interpret any of the easements, covenants, provisions or requirements of this Agreement, the party prevailing in such action shall be entitled to recover from the unsuccessful party 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.

7. Contributions from Third Parties. Nothing in this Agreement shall limit or shall be construed to limit the right of any Owner to require, pursuant to leases, contracts or other agreements entered into with tenants, contract buyers or other third parties, contribution from said tenants, contract buyers or other third parties toward any of the obligations or expenses required to be paid by such Owner under this Agreement.

8. Effect on Existing Leases. Notwithstanding any provision of this Agreement that may be construed to the contrary, if and to the extent any right, privilege, obligation or duty created or granted hereunder conflicts with or abridges any rights or privileges granted to a lessee under a lease affecting a Parcel which was executed prior to the recordation of this Agreement, such right, privilege, obligation or duty (to the extent, and only to the extent, it so conflicts or so abridges) shall take effect only when such lease terminates or when such lessee consents to this Agreement in a written and recorded instrument.

9. Release Upon Transfer. From and after the date an Owner transfers (other than merely for purposes of security for an obligation) or is otherwise divested of its ownership interest in any portion of the Parcels, such Owner shall be relieved of all liabilities and obligations which under this Agreement are imposed upon the Owner of the portion of the Parcels concerned (except such liabilities or obligations as may have accrued as of the date of such transfer).

10. Partial Invalidity. The invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of the remainder hereof, and if any provision of

BOOK 5835 PAGE 1281

this Agreement or the application thereof to any Signatory, Owner, Mortgagee, other party or circumstances should to any extent be invalid, the remainder of this Agreement or the application of such provision to Signatories, Owners, Mortgagees, other parties or circumstances other than those as to which a holding of invalidity is reached shall not be affected thereby (unless necessarily conditioned or dependent upon the provisions or circumstances as to which a holding of invalidity is reached), and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. No Merger. The covenants, conditions, restrictions, easements, rights and all other provisions contained in this Agreement shall remain in full force and effect despite the fact that any of the Parcels, may be owned by the same persons from time to time, it being the intention of the Signatories to create a common scheme for the development and operation of the Parcels which will not be terminated by the doctrine of merger or otherwise, unless this Agreement is terminated.

12. Force Majeure. Any Owner or other party obligated hereunder shall be excused from performing any of its obligations or undertakings set forth in this Agreement, except the payment of money, so long as the performance of any such obligation or undertaking is prevented or delayed by an act of God, weather, avalanche, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, malicious mischief, vandalism, larceny, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts or order of government or civil defense authorities.

13. Effective Dates and Duration. This Agreement and any amendment or supplement hereto shall take effect as of the date on which it is filed for record in the office of the County Recorder of Salt Lake County, State of Utah. This Agreement and all of the provisions hereof (except such provisions which by their terms may cease to be effective at an earlier time) shall remain effective until this Agreement is terminated and extinguished by an instrument filed with the County Recorder of Salt Lake County, State of Utah, and executed by all of the then existing Owners and Mortgagees.

14. Rights of Parties With Interest In Same Parcel. The purpose of this Agreement is the creation of certain easements, covenants, provisions and requirements which are to apply between and among the Parcels and which are to define and govern the rights and obligations as between those parties interested in a given Parcel, on the one hand, and those parties interested in

BOOK 5835 PAGE 1282

another Parcel or Parcels, on the other. Accordingly, this Agreement is not intended to and shall not change, supersede or defeat any agreements, leases or other instruments heretofore or hereafter entered into or given which have as the subject matter thereof the respective rights and obligations of parties having an interest in the same Parcel.

15, Interpretation. All references herein to Paragraphs shall be deemed to be references to Paragraphs within this Agreement unless otherwise expressly set forth herein. All Exhibits referred to herein and attached hereto are hereby incorporated herein by this reference. The captions which precede the Paragraphs of this Agreement are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context or circumstance so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, this Joint Lobby Agreement is executed on the date first set forth above.


BOYER GUST PARTNERSHIP,
a Utah general partnership, by its
following general partner:

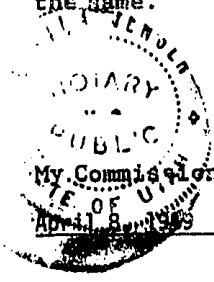
Boyer-Gardner Properties
Partnership No. 3, a Utah general
partnership

By 
H. Roger Boyer, Partner

STATE OF UTAH)
 : ss
County of SALT LAKE)

On this 31st day of October, 1986, personally appeared before me H. Roger Boyer, the signer of the foregoing instrument, who being by me duly sworn, did say that he is a partner of Boyer Gardner Properties Partnership No. 3, a Utah general partnership, that said General Partnership is a General Partner of Boyer Gust Partnership, a Utah General Partnership, and that he signed the foregoing instrument on behalf of said Partnership by proper authority, and duly acknowledged to me said Partnership executed the same.


NOTARY PUBLIC, L. L. Jensen
Residing in 370 East 500 South
Salt Lake City, Utah 84111


My Commission Expires: _____

BOOK 5835 PAGE 1284

EXHIBIT "A"

Beginning at a point on the East line of the 8400 West Street right-of-way, said point also lying 754.30 feet South and 68.03 feet East of the North 1/4 corner of said Section 32, basis of bearing being the North line of said Section 32 which bears South 89°49'24" East; thence South 89°44'24" East 606.52 feet; thence North 0°10'36" East 44.10 feet; thence North 55°15'00" East 114.70 feet to the point of tangency to a 19.50 foot radius curve to the left (central angle = 10°57'30") chord bears North 49°46'15" East; thence Northeasterly 3.73 feet along the arc of said curve; thence North 42.54 feet; thence South 89°49'24" East 94.81 feet; thence South 0°10'36" West 155.00 feet; thence South 89°44'24" East 450.00 feet; thence South 144.19 feet; thence North 89°44'24" West 302.55 feet; thence South 0°10'36" West 364.35 feet to a point on the arc of a 604.45 foot radius curve to the left, said point also being on the North line of a proposed 80.00 foot Utah & Salt Lake Canal right-of-way (central angle = 38°36'34") chord bears South 89°03'18" West 399.65 feet; thence Westerly 407.32 feet along the arc of said curve and following said right-of-way line; thence South 69°45'01" West 127.78 feet; thence North 0°44'30" East 190.73 feet; thence North 82°16'05" West 8.58 feet; thence North 14°25'04" West 35.16 feet; thence South 87°12'47" West 87.71 feet; thence North 0°15'36" East 190.55 feet; thence North 89°44'29" West 323.75 feet; thence North 0°08'25" East 149.98 feet to the point of beginning.

Subject to and together with an access easement 31.00 feet wide, 15.50 feet on either side of the following described center line:

Beginning at a point on the East line of 8400 West Street right-of-way, said point being South 0°08'07" West, 861.52 feet and South 89°51'53" East 70.61 feet from the North 1/4 corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, basis of bearing being the North line of said Section 32 which bears South 89°49'24" East; thence South 89°58'04" East 888.16 feet to the point of tangency to a 35.00 foot radius curve (central angle = 51°49'43"); thence Southeasterly 31.66 feet along the arc of said curve to the right; thence South 38°08'21" East, 126.61 feet to the point of tangency to a 35.00 foot radius curve (central angle = 51°44'01"); thence Easterly 31.60 feet along the arc of said curve to the left; thence South 89°52'22" East 67.99 feet to the point of tangency to a 25.00 foot radius curve (central angle = 89°52'22"); thence Southerly 39.21 feet along the arc of said curve more or less to a point on the North line of the proposed "Arbors P.U.D. - Phase 1" Subdivision.

Subject to and together with an access easement 31.00 feet wide, 15.50 feet on either side of the following described center line:

Beginning at a point which lies South 89°49'24" East 794.38 feet along the section line and South 0°10'38" West 40.00 feet from the North 1/4 corner of said Section 32; thence South 0°43'36" West 569.14 feet to the point of tangency to a 35.00 foot radius curve (central angle = 55°11'24"); thence Southwesterly 33.71 feet along the arc of said curve to the right; thence South 55°15'00" West 192.52 feet to the point of tangency to a 35.00 foot radius curve (central angle = 54°59'24"); thence Southerly 33.59 feet along the arc of said curve to the left; thence South 0°15'36" West 85.48 feet to the point of intersection with the above described centerline.

*

EXHIBIT "A"

PARCEL 1:

Beginning at a point which lies North 89°55' East 676.8 feet and South 0°12' East 50 feet from the North Quarter corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 0°12' East 687.09 feet; thence North 89°44'24" West 282.84 feet; thence West 320.21 feet to the Easterly line of 8400 West Street; thence along said Easterly street line North 0°12' West 405.92 feet; thence North 89°48' East 171 feet; thence North 0°12' West 152 feet; thence South 89°48' West 170.26 feet; more or less, to the Easterly line of 8400 West Street, said point being on the arc of a 135.00 foot radius curve to the right; thence northeasterly along the arc of said curve a distance of 198.14 feet; thence North 89°55' East 200.60 feet; thence North 86°39'15" East 11.31 feet; thence South 0°03'36" West 145.63 feet; thence North 89°55' East 210 feet; thence North 0°12' West 151.99 feet; thence North 89°55' East 50 feet to the point of beginning.

Subject to a right-of-way and easement for ingress and egress over and across the following described property:

Beginning at a point which lies North 89°55' East 626.8 feet and South 0°12' East 50 feet from the North Quarter corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 0°12' East 404.89 feet; thence East 50.0 feet; thence North 0°12' West 404.97 feet; thence South 89°55' West 50.0 feet to the point of beginning.

Subject to and together with a right-of-way and easement for ingress and egress over and across the following described property:

Beginning at a point which is South 89°49'24" East 822.62 feet and South 40.00 feet from the North 1/4 corner of said Section; thence South 414.93 feet; thence North 89°49'24" West 171.30 feet; thence North 0°03'36" East 30.00 feet; thence South 89°49'24" East 121.265 feet; thence North 224.93 feet; thence South 89°49'24" East 3.97 feet; thence North 0°03'36" East 160.00 feet; thence South 89°49'24" East 45.86 feet to the point of beginning.

PARCEL 2:

Beginning at a point which lies South 89°49'24" East 676.8 feet and South 0°03'36" West 217.33 feet from the North Quarter corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°49'24" East 96.05 feet; thence South 207.60 feet; thence North 89°49'24" West 96.27 feet; thence North 0°03'36" East 207.60 feet to the point of beginning.

Together with a right-of-way and easement for ingress and egress over and across the following described property:

Beginning at a point which is South 89°49'24" East 822.62 feet and South 40.00 feet from the North 1/4 corner of said Section; thence South 414.93 feet; thence North 89°49'24" West 171.30 feet; thence North 0°03'36" East 30.00 feet; thence South 89°49'24" East 121.265 feet; thence North 224.93 feet; thence South 89°49'24" East 3.97 feet; thence North 0°03'36" East 160.00 feet; thence South 89°49'24" East 45.86 feet to the point of beginning.

Also, together with a right-of-way and easement for ingress and egress over and across the following described property:

Beginning at a point which lies South 89°49'24" East 676.80 feet and South 0°03'36" West 217.33 feet from the North 1/4 corner of Section . . . Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°49'24" East 95.05 feet; thence North 17.33 feet; thence North 89°49'24" West 96.05 feet; thence South 0°03'36" West 17.33 feet to the point of beginning.

PARCEL 3:

Beginning at a point which lies South 49.65 feet and East 531.75 feet from the North Quarter corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 0°12' East 151.99 feet; thence North 89°55' East 95 feet; thence North 0°12' West 151.99 feet; thence South 89°55' West 95 feet to the point of beginning.

PARCEL 4:

Beginning at a point which lies South 89°49'24" East 676.8 feet and South 0°03'36" West 217.33 feet from the North Quarter corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence North 0°12' East 17.33 feet; thence South 89°49'24" East 45.82 feet; thence South 17.33 feet; thence North 89°49'24" West 45.82 feet to the point of beginning.

Subject to and together with a right-of-way and easement for ingress and egress over the following described property:

Beginning at a point which lies South 89°49'24" East 676.80 feet and South 0°03'36" West 217.33 feet from the North 1/4 corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°49'24" East 96.05 feet; thence North 17.33 feet; thence North 89°49'24" West 96.05 feet; thence South 0°03'36" West 17.33 feet to the point of beginning.

Also, together with a right-of-way and easement for ingress and egress over the following described property:

Beginning at a point which is South 89°49'24" East 822.62 feet and South 40.00 feet from the North 1/4 corner of said Section; thence South 414.93 feet; thence North 89°49'24" West 171.30 feet; thence North 0°03'36" East 30.00 feet; thence South 89°49'24" East 121.265 feet; thence North 224.93 feet; thence South 89°49'24" East 3.97 feet; thence North 0°03'36" East 160.00 feet; thence South 89°49'24" East 45.86 feet to the point of beginning.

PARCEL 5:

Beginning at a point which lies South 89°49'24" East 794.38 feet and South 0°10'36" West 40 feet from the North Quarter corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, said point of beginning being also described as the Northwest corner of the Smith's Food King Properties, Inc. property contained in that certain Warranty Deed recorded September 19, 1985, as Entry No. 4139482 in Book 5692 at Page 737 of the Official Records; running thence along the West line of the said Smith's Food King property, South 0°03'36" West 361.13 feet; thence South 89°49'24" East 304.54 feet; thence South 0°10'36" West 38.74 feet; thence South 89°49'24" East 220 feet along the South line of an existing building; thence South 0°15'45" West 296.03 feet; thence North 89°44'24" West 641.55 feet; thence North 0°10'36" East 310.04 feet; thence South 89°49'24" East 96.27 feet; more or less, to the Southeast corner of the ARBOR PARK SHOPPING CENTER property contained in that certain Warranty Deed recorded June 10, 1982 as Entry No. 3603158 in Book 5382 at Page 362 of the Official Records; thence along the East line of said ARBOR PARK SHOPPING CENTER property, North 207.60 feet, more or less, to the Northeast corner of the said ARBOR PARK SHOPPING CENTER property; thence North 89°49'24" West 50.23 feet; thence North 17.33 feet; thence South 89°49'24" East 54.12 feet; thence North 0°03'36" East 160 feet, more or less, to the South line of the widened 3500 South Street; thence South 89°49'24" East 17.79 feet to the point of beginning.

Subject to and together with a right-of-way and easement for ingress and egress over the following described property:

Beginning at a point which is South 89°49'24" East 822.62 feet and South 40.00 feet from the North 1/4 corner of said Section; thence South 414.93 feet; thence North 89°49'24" West 171.30 feet; thence North 0°03'36" East 30.00 feet; thence South 89°49'24" East 121.265 feet; thence North 224.93 feet; thence South 89°49'24" East 3.97 feet; thence North 0°03'36" East 160.00 feet; thence South 89°49'24" East 45.86 feet to the point of beginning.

Also subject to and together with a right-of-way and easement for ingress and egress over the following described property:

Beginning at a point which lies South 89°49'24" East 676.80 feet and South 0°03'36" West 217.33 feet from the North 1/4 corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°49'24" East 96.05 feet; thence North 17.33 feet; thence North 89°49'24" West 96.05 feet; thence South

0°03'36" West 17.33 feet to the point of beginning.

PARCEL 6:

Beginning at a point which lies South 89°49'24" East 1080.76 feet and South 0°10'36" West 40 feet from the North Quarter corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, said point being on the South line of the widened 3500 South Street; thence South 0°10'36" West 76.90 feet; thence South 89°49'24" East 18.90 feet; thence South 0°10'36" West 40.55 feet to the projection of the North line of an existing building; thence South 89°49'24" East 198.60 feet along said North line of existing building; thence North 0°10'36" East 38.06 feet to the projection of the North line of a foundation wall; thence North 89°49'24" West 9.50 feet along said projection and North line of foundation wall; thence North 0°10'36" East 79.39 feet to a point on the aforementioned South street line; thence North 89°49'24" West 208 feet to the point of beginning.

PARCEL 7:

A parcel of land located in the Northeast quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point which lies South 89°49'24" East along the Section Line (monument line in 3500 South Street) 794.58 feet and South 0°10'36" West 40.00 feet from the North Quarter corner of said Section 32, said point being on the South line of the widened 3500 South Street right-of-way; thence South 89°49'24" East 286.38 feet; thence South 0°10'36" West 76.90 feet; thence South 89°49'24" East 18.90 feet; thence South 0°10'36" West 40.55 feet to the projection of the North line of the existing building; thence South 89°49'24" East 198.60 feet along said North line of existing building; thence North 0°10'36" East 38.06 feet to the projection of the North line of a foundation wall; thence North 89°49'24" West 9.50 feet along said projection and North line of foundation wall; thence North 0°10'36" East 79.39 feet to a point on the aforementioned South right-of-way line; thence South 89°49'24" East 31.50 feet (30.95 feet) to a point on an existing fence line; thence, more or less, following the said fence line South 0°03' East 223.90 feet to the South end of said existing fence; thence South 0°28'58" West 175.97 feet; thence North 89°49'24" West 220.00 feet along the South line of the existing building; thence North 0°10'36" East 38.74 feet; thence North 89°49'24" West 304.54 feet; thence North 0°03'36" East 361.13 feet to the point of beginning.

Subject to a right-of-way and easement for ingress and egress over and across the following described property:

Beginning at a point which is South 89°49'24" East 822.62 feet and South 40.00 feet from the North 1/4 corner of said Section; thence South 414.93 feet; thence North 89°49'24" West 171.30 feet; thence North 0°03'36" East 30.00 feet; thence South 89°49'24" East 121.265 feet; thence North 224.93 feet; thence South 89°49'24" East 3.97 feet; thence North 0°03'36" East 160.00 feet; thence South 89°49'24" East 45.86 feet to the point of beginning.

*

TO 3500 SOUTH

EXHIBIT "C"

JOINT LOBBY*

ARBOR PARK EAST PARTNERSHIP

ST
P

0°00'00"E
2.54'

0°57'30"
19.50'
3.73'

ORD -
N49°46'15"E
3.72'

S89°49'24"E
94.81'

JOINT LOBBY

ENTRY DOORS

PROPERTY LINE CROSSES IN LOBBY AREA AND NOT AT COMMON WALL

BUILDING A

BEARING WALLS

BUILDING B

ENCROACHMENT AREA

ENTRY DOORS

PAVED P.

8" RETAINING WALL

8' SIDEWALK

CONC. WALK

6' SIDEWALK

* NOTE:

This photocopied page is from a portion of that certain survey entitled "Boyer/Cust Partnership Parcels at Arbor Park, Land Title Survey" prepared and certified by Singleton Engineering, dated August 29, 1985 and revised through October 13, 1986.

BOOK 5835 PAGE 1491

2.45