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05 MAY 88 04:53 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
STEWART TITLE
REC BY: REBECCA GRAY , DEPUTY

WHEN RECORDED RETURN TO:

Larry G. Moore, Esq.
Ray, Quinney & Nebeker
400 Deseret Building
Salt Lake City, Utah 84111

RECIPROCAL EASEMENTS FOR
INGRESS, EGRESS AND PARKING

46017552

AGREEMENT entered into as of this 4 day of May, 1988, by and between 45TH SOUTH ASSOCIATES, LTD., a Utah limited partnership ("Associates"), and Mortgage Investors Fund II Limited Partnership, a Delaware limited partnership ("Owner").

W I T N E S S E T H

WHEREAS, Associates is the owner of certain land ("Parcel A") more particularly described in Exhibit "A" attached hereto and incorporated herein, and Owner is the owner of certain land ("Parcel B") more particularly described in Exhibit "A" hereto (Parcel A and Parcel B being herein together called the "Parcels");

NOW, THEREFORE, in consideration of the terms and mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby grant, declare, acknowledge and agree as follows:

1. Easement for Ingress and Egress. The parties hereto and their respective successors, assigns, tenants, customers, invitees and employees shall have free, non-exclusive and common rights of way and easements for ingress and egress for vehicular and pedestrian traffic over, upon and across the driveways, access ways, entrances and exits of the Parcels as such are constructed and established from time to time. The parties hereto shall have the right to modify driveways, access ways, entrances and exits from time to time so long as such modifications do not unreasonably impede access and the reasonable use of the easement granted herein.

2. Easement for Parking. The parties hereto and their respective successors, assigns, tenants, customers, invitees and employees shall have free parking rights and privileges upon the parking areas of the Parcels as such areas are constructed and established from time to time. Until February 28, 1989 such

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parking rights shall be on an exclusive basis as to 113 parking stalls. Thereafter, such parking rights shall be on a non-exclusive basis as to all parking spaces on Parcel A, provided Owner and its successors, assigns, tenants, customers, invitees and employees shall be entitled to an exclusive parking easement as to thirteen parking spaces located on that portion of Parcel A described on Exhibit "B" attached hereto and incorporated herein.

3. Restrictive Covenants. The following use and development restrictions shall apply to the Parcels:

(a) At all times there shall be a sufficient number of parking spaces located on each of the Parcels (or through exclusive rights to use spaces on the other Parcel) to comply with the requirements of applicable government regulations as such are established or promulgated from time to time. For purposes of meeting the parking requirements on Parcel A, Associates shall be entitled to use and count toward satisfaction of such requirements the number of parking spaces added to Parcel B by virtue of construction of the Ramp, over and above the number of parking spaces existing on Parcel B prior to construction of the Ramp.

(b) Any improvements, including buildings, common areas and parking facilities, constructed on the Parcels shall be for commercial office and incidental retail use and shall in general be compatible in architecture, style, quality and appearance with the improvements constructed on Parcel B and the uses thereof. Associates shall give Owner and First Mortgagee a copy of preliminary plans not less than thirty (30) days prior to their presentation by Owner to the appropriate governmental authority. All parking spaces on Parcel A shall be constructed and improved in conformity with all applicable governmental requirements such as building codes. Associates covenants and agrees that all improvements, including buildings, shall be constructed on Parcel A, and the Ramp in a manner as to not result in revocation or loss of any governmental permits or privileges (including its then existing parking requirements compliance) on Parcel B.

4. Right of Associates to Construct Parking Ramp. Associates shall have the right for a period of seven years from the date of recording of this Agreement to construct at Associates' sole cost and expense, a multi-level parking ramp (the "Ramp"), on Parcel B, for the mutual use and benefit of Associates and Owner. The Ramp shall be located and constructed approximately and substantially as set forth in Exhibit "C" attached hereto and incorporated herein and shall not interfere with the use of any building improvements to Parcel B. The Ramp,

when completed, shall be subject to this Agreement as a "parking area." Associates agrees that all its access and the access of its contractors, subcontractors, and materialmen for construction activities shall be through "Atwood Avenue" to the west of the Parcels.

5. Covenants Relating to Construction of Parking Ramp.

(a) When available (but at least ninety days prior to the intended date of commencement of construction of the Ramp) Associates shall provide to Owner (and any first mortgagee or beneficiary pursuant to a first deed of trust ("First Mortgagee") of Parcel B), proposed preliminary conceptual plans; and when available (but in no event later than sixty days prior to commencement of construction) final plans, specifications, plans for alternate parking to replace surface spaces taken on Parcel B construction budget, construction schedule, list of contractors, construction staging plans and copies of contracts, subcontracts and bonds relating to the construction of the Ramp, which approval shall not be unreasonably withheld. Owner and First Mortgagee shall have thirty days to review and approve preliminary conceptual plans, and an additional sixty days to review and approve final plans, specifications, construction budget, construction schedule, etc., as set forth herein. Review and/or approval by Owner and/or First Mortgagee of such items and the general design of the Ramp shall be solely for their own benefit, and shall not be deemed to be or to result in any warranty, representation or conclusion by Owner and/or First Mortgagee relative to the technical adequacy of such plans or specifications and/or relative to the safety or soundness of the Ramp and related improvements described therein, or the compliance with any applicable law. In all events at least one (1) reasonably accessible entrance and exit, providing access to all levels of the Ramp, shall be located on Parcel B and be accessible from Parcel B.

(b) Associates shall provide evidence reasonably satisfactory to Owner and First Mortgagee that Associates has funds available to it to pay for costs and expenses of construction of the Ramp, in the form of a construction loan commitment from an institutional lender, or in the form of funds escrowed with a mutually acceptable third party title insurance agency or financial institution, with terms and conditions acceptable to the parties hereto, together with assurances satisfactory to Owner and First Mortgagee that such funds shall remain available unconditionally through completion of construction of the Ramp.

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(c) Funds shall be disbursed from the escrow account or from the construction loan for construction of the Ramp upon receipt of draw requests including invoices, lienwaivers, inspection reports and other mutually agreeable information customarily provided in a construction loan context.

(d) Upon commencement of construction of the Ramp, Associates agrees to diligently and continuously pursue completion of construction of the Ramp, and to complete construction of the Ramp and any related work on Parcel B within nine months of the date of commencement. In the event that Associates, for any reason, fails to complete construction of the Ramp in accordance with the approved construction schedule or approved plans and specifications (after thirty (30) days written notice from Owner to Associates, and Associates failure to cure after receipt of said notice), Owner shall have the right to specific performance to require compliance or the right to complete or cure including, the right to terminate any general contractor or subcontractors, and utilize escrowed funds and/or construction loan funds for the purpose of completing construction of the Ramp.

(e) If reasonably practicable, the form of contract with contractors or subcontractors with respect to the Ramp shall contain provisions, reasonably acceptable in form to Owner, pursuant to which contractors and subcontractors waive any lien rights with respect to Parcel B.

(f) Associates shall pay all costs and expenses of construction of the Ramp (and shall indemnify, hold harmless and defend Owner and First Mortgagee from such construction costs and other claims and liabilities related to construction of the Ramp), and Associates shall not permit any mechanic's liens or other encumbrances of any nature to be filed or continue to exist on Parcel B. In the event that notwithstanding subsection (e) above any mechanic's lien or encumbrance shall be filed against Parcel B by virtue of Associates' construction of the Ramp, Associates shall immediately notify Owner and First Mortgagee and shall, within fifteen (15) days, cause such lien or encumbrance to be removed, or in the alternative if Associates disputes such lien or encumbrance, deposit with Owner, First Mortgagee, or a mutually agreeable escrow agent, an amount equal to one and one-half times the amount of such lien or encumbrance. After the deposit of said funds, Owner and First Mortgagee may at any time thereafter, if they reasonably deem their interests in Parcel B to be threatened by such lien or encumbrance, pay said lien or encumbrance, or direct escrow agent to pay said lien or encumbrance, from funds deposited by Associates.

(g) During the period of construction of the Ramp, and until such time as the Ramp becomes available for parking use, Associates shall provide Owner with exclusive parking rights on

improved parking spaces on Parcel A, of the same general size and quality, and equal to the number of parking spaces as to which Owner does not have use by virtue of the construction of the Ramp. The substitute parking spaces provided by Associates shall be within a radius of 600 feet from the building on Parcel B. *WPA*

(h) Associates shall, upon request of Owner or First Mortgagee, obtain and keep in effect at the expense of Associates, and deliver to the Owner, a payment and performance bond acceptable in form and as to surety to the Owner naming the Owner and First Mortgagee as additional obligees; *-70*

(i) During construction of the Ramp, Associates shall provide liability insurance, naming the Owner and First Mortgagee as additional insureds, with limits of \$3,000,000.00 or such greater amount as the Owner may reasonably require and with a deductible of not more than \$5,000.00, covering the Ramp and related construction, which insurance must be provided by Associates at Associates sole cost and expense prior to commencement of construction and which insurance must remain in effect until construction is complete, and evidence thereof satisfactory to the Owner must be delivered to Owner;

(j) Construction of the Ramp cannot result in any governmental permit, approval, or authorization (including parking ratio as to Parcel B) previously obtained regarding Parcel B being or becoming impaired, revoked, or ineffective and cannot result in violation of any law or legal requirement in any way applicable to Parcel B;

(k) Associates shall repair any and all damage done during construction of the Ramp to improvements on Parcel B; and

(l) Construction of the Ramp shall not unreasonably interrupt or interfere with the normal day to day activities being conducted on Parcel B, including other parking on Parcel B.

(m) The provisions of this Section 5 of the Agreement shall be deemed to apply only if any portion of the Ramp is to be constructed on Parcel B. Associates shall be entitled to construct a ramp on Parcel A, as it shall exist from time to time, without compliance with Section 5, provided that Associates shall otherwise comply with the other terms and conditions of this Agreement.

6. Maintenance, and Operation of Ramp.

(a) Associates and Owner shall each be responsible to maintain and operate the parking, driveways buildings, landscaping and improvements located on the respective Parcels of property owned by each, in a "first class" manner consistent with

the maintenance and operation of other buildings of that class in the area. If either Associates or Owner fails to so maintain its property in such a manner, the other party may elect upon fifteen (15) days notice (except in case of emergency) to sue for specific performance, or in the alternative to perform such maintenance on behalf of the non-maintaining party, and record a lien on said party's interest in such parcel to secure repayment of amounts expended plus interest at the rate of fifteen percent (15%) per annum in such maintenance (including reasonable attorneys' fees). If the non-maintaining party does not reimburse the amount of said lien within sixty (60) days, such lien may be foreclosed as a mortgage. Liens for maintenance pursuant to this paragraph 6 are expressly junior and subordinate to any first mortgage indebtedness now or hereafter existing on Parcels A and B. In any such dispute, the prevailing party shall be entitled to recover the amount advances together with interest and its reasonable attorneys' fees and costs of court from the nonprevailing party.

(b) Associates and Owner shall share all operating and maintenance expenses of the Ramp in accordance with the following percentages: Owner shall pay a percentage equal to the original total number of improved parking spaces on Parcel B lost due to construction of the Ramp (the "Owner's Parking Spaces") divided by the total number of parking spaces on the Ramp. Associates shall pay a percentage equal to the total number of parking spaces in the Ramp less the number of Owner's Parking Spaces, divided by the total number of parking spaces included in the Ramp. Each party shall have the same lien and enforcement rights set forth in paragraph 6(a) above, with respect to non-payment of any such maintenance or operation assessments related to the Ramp.

(c) Associates and Owner shall each have the right to designate a "reasonable number" (thirty (30) or fewer each) of reserved parking spaces for their use and the use of tenants and their respective employees, guests, invitees, etc. on the ground or grade level of the Ramp.

(d) Commencing with the completion of the Ramp, Associates and Owner and their successors shall maintain such casualty and liability insurance regarding the Ramp as may be mutually agreed, but in any event insuring against personal injury and property damage liability up to at least \$3,000,000.00, with not more than a \$5,000.00 deductible, and insuring against casualty to not less than 100% of the replacement costs of the Ramp from time to time. All such insurance policies shall name Associates and First Mortgagee as additional insureds (as to liability coverage) and shall name Owner as loss payee (as to casualty coverage). All such policies shall be obtained at the expense of Associates and Owner, with costs shared in the same ratio as set forth in Section 6(b) above. Associates and Owner

shall provide satisfactory written evidence of such coverage to First Mortgagee upon the inception of each such policy and upon each replacement or renewal thereof.

(e) The Ramp shall be maintained in good order, condition and repair (to the same standard as applies regarding the other improvements on the Parcels) by Associates or their successors, and any restoration of the Ramp following casualty shall likewise be made by Associates at the expense of Owner and Associates (except to the extent of available insurance proceeds, which shall be made available by Owner upon satisfaction by Associates or its successors of the applicable construction requirements set forth above, upon such reasonable disbursement terms as may be mutually agreed. Associates and Owner may elect not to reconstruct the Ramp in the event it is destroyed or materially damaged, but the remains of the Ramp must be promptly demolished and removed and the land underlying the Ramp must be restored to substantially its condition prior to construction of the Ramp. Costs of all such maintenance, restoration, repairs, rebuilding and/or demolition shall be shared by Associates and Owner in the ratio set forth in in Section 6(b) above. If the Ramp is destroyed or materially damaged and not restored or repaired within a reasonable time (twelve months), then Owner shall have the right to require that the Ramp be demolished and removed by Associates and that the land underlying the Ramp be restored to substantially its condition prior to the construction of the Ramp, provided however, that Owner shall make available any insurance proceeds received due to such damage or destruction. All requirements of Section 5 relating to the initial approval and construction of the Ramp shall apply to any restoration, material alteration or major repair of the Ramp; and

(f) The provisions of this Section 6 shall be deemed to apply only to the extent that all or a portion of the Ramp is constructed on Parcel B. Associates may construct a Ramp on Parcel A, without regard to this Section 6, provided that Associates is otherwise in compliance with the terms of this Agreement.

7. Location of Parking Spaces to be Used With Each Parcel. In the event of any confusion, disruption, disagreement or dispute concerning the location of the parking spaces which shall actually be used or usable in connection with any given Parcel, or in the event that Owner or Associates for any reason deems it appropriate to do so, the parties shall have the right and option (and also the obligation, in the event it receives a written request to do so from the other party) from time to time to designate and to appropriately label the particular parking spaces located on Parcel A and Parcel B which shall be used or useable in conjunction with a given Parcel, to the exclusion of the other Parcel. Any such designation so made by a party must

take reasonable account of the location of a building compared to the location of the parking spaces to be assigned to the Parcel on which such building is located, to the end that Owner and Associates shall make all reasonable efforts to maximize the number of parking spaces assigned to a Parcel which lie adjacent to or in close proximity with the building(s) located on such parcel; in any event, not less than 349 parking spaces shall be allocated to the Parcel B. The number of spaces remaining after allocation of such spaces to Parcel B shall be allocated to Parcel A. All persons interested in Parcel A and Parcel B shall be bound by and shall be obligated to comply with each designation of parking spaces which may be made pursuant to the foregoing provisions, and any such designation shall be appurtenant to the Parcel benefited thereby and shall burden the portion of Parcel A and Parcel B subject thereto. All reasonable costs and expenses incurred by the parties in accomplishing the matters contemplated by this paragraph shall be paid one half (½) by Owner and one-half (½) by Associates. Any disputes under this Section 7 shall, at the option of either party, be resolved by arbitration in accordance with the rules of the American Arbitration Association.

8. Public Liability and Property Damage Insurance Maintained by Associates and Owner. Except with respect to the Parking Ramp which is governed by Section 6(d) Associates and Owner 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 Parcel owned by each of them. Such insurance shall be carried by 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 at least \$1,000,000.00 or such greater amount as may be mutually agreed or reasonably required by the parties for bodily injury, death and property damage. Owner and/or Associates may comply with the foregoing requirements by the purchase of blanket coverage, and may elect "deductible" provisions not in excess of \$5,000.00. Upon the request of either Owner or Associates, the other party shall furnish the requesting party with a certificate issued by the insurer concerned evidencing that there is in force insurance complying with the requirements set forth in this section. The named insureds under such insurance shall be Associates and Owner and such additional party or parties (having an interest in any Parcel) as either Owner or Associates may specify in a writing delivered to the other.

9. Payment of Taxes. Except with respect to the Ramp the taxes on which will be allocated as an operating expense allocable pursuant to Section 6(b) Associates and Owner shall each be obligated to pay directly to the authorities entitled to payment, before delinquency, all taxes and assessments (hereinafter

referred to merely as taxes) of every kind and nature assessed against its Parcel; provided, however, that (i) any such taxes which are levied in a lump sum amount, but which may be paid in installments over a period of time, may be paid as such installments fall due, and (ii) either may contest the amount of such taxes through appropriate legal proceedings and shall not be required to pay the disputed amount unless and until such proceedings are finally resolved in favor of the taxing authority.

10. Circulation Easement. Associates further agrees that a portion of Parcel A described on Exhibit "D" attached hereto and incorporated herein shall be subject to a non-exclusive "circulation easement," such that said portion of Parcel A shall be used only for driveway, ingress and egress purposes until such time as Associates and Owner mutually agree otherwise in writing. Owner shall have the right to construct, use and maintain a driveway on such areas to provide accers between portions of Parcel B.

11. Razing of Buildings. Unless and except to the extent that such provision may expressly provide to the contrary, no provision of this Agreement shall be construed to mean that any building cannot be razed or removed at any time or must be restored or reconstructed in the event the same is damaged or destroyed. However, should any building be damaged or destroyed, within a reasonable time the Owner of the Parcel on which such building is or was located either shall cause such building to be restored or shall cause all debris to be removed and the site of such building to be left in a level, clean, and sightly condition pending construction of another building.

12. Covenants Running with Land. The easements hereby granted, the restrictions hereby imposed, and the covenants herein contained shall be easements, restrictions and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of Parcel A and of Parcel B and all persons claiming under them. The rights herein granted are not personal and thus are not severable from an interest in the land. The foregoing notwithstanding except as specifically recognized hereunder, the holder of any lien including a mortgagee or trust beneficiary of a trust deed shall not as such be construed to be an owner of a Parcel except after foreclosure, sale or proceedings in lieu thereof pursuant to which it takes title.

13. Miscellaneous

(a) Entire Agreement. This Agreement and any exhibits attached hereto shall constitute the entire agreement between the parties hereto with respect to the subject matter

contained herein, and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. No representations, oral or written, modifying or contradicting the terms of this Agreement have been made by any party except as contained herein.

(b) Additions and Amendments. With consent of Owner and First Mortgagee Associates shall be entitled to include additional property adjacent to Parcel A not to exceed Five (5) acres that it may acquire and develop as a part of Parcel A benefited by this Agreement, and amend this Agreement accordingly, provided that the addition of such additional property does not result in a breach of any of the terms of this Agreement by Associates, and does not result in a loss of any governmental permit, approval, or authorization previously obtained regarding Parcel A or Parcel B. Owner and/or First Mortgagee agree to not unreasonably withhold cooperation or consent in any such addition of property to Parcel A, or amendment of this Agreement.

(c) Captions. The captions used herein are for ease of reference only and shall not define or limit the provisions hereof.

(d) Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal, as opposed to conflicts, laws of the State of Utah, and all questions relating to the validity and performance hereof and remedies hereunder shall be determined in accordance with such laws.

(e) No Partnership. This is an agreement regarding common use of land by establishing a regime of covenants, restrictions and agreements. Nothing contained herein shall be construed as creating a relationship of partnership or joint venture between the parties. Neither party has the right to execute on behalf of, obligate or otherwise bind the other party.

(f) Notices. Notices, demands and other communications hereunder to either party shall be in writing only and shall be given or made by personal delivery, confirmed air courier or by certified first class mail, return receipt requested, postage prepaid, to such party at its respective address as set forth next to its respective signature at the foot hereof, or at such other address as a party may designate in writing delivered to the other party.

(g) The parties shall execute such additional instruments, documents or agreements as may reasonably be necessary to effectuate the easements for ingress, egress and parking contained herein.

(h) Wherever notice is to be sent to Owner or Owner possesses approval rights hereunder, then for so long as Sun Life Assurance Company of Canada (U. S.) is a First Mortgagee it shall also have approval rights and be provided notice at:

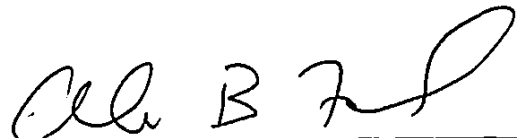
One Sun Life Executive Park
Wellesley Hills, Massachusetts
02181

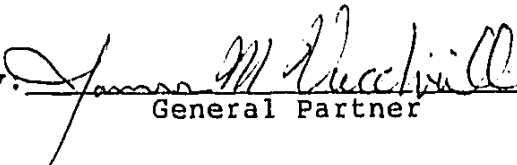
IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first written above.

"ASSOCIATES"

45TH SOUTH ASSOCIATES, LTD., a
Utah limited partnership

Address: c/o Suite 352
310 East 4500 South
Murray, Utah 84107

By: 
General Partner

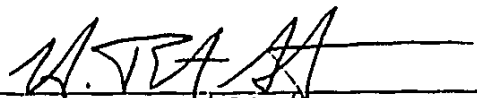
By: 
General Partner

By: _____
General Partner

"OWNER"

MORTGAGE INVESTORS FUND II
LIMITED PARTNERSHIP, a Delaware
partnership, by its general
partner MI 6 Realty Advisors, Inc.
a Florida Corporation.

Address: c/o 1645 Palm Beach
Lakes Blvd., Suite 600
W. Palm Beach, Florida
33401

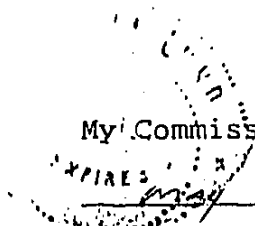
By: 
Name: H. Brent Stratton
Title: Vice President

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

On the 2nd day of May, 1988, appeared before me ~~Jerri D. Winget~~, James M. Vicchilli and Alan B. Ford, known by me to be the signers of the foregoing instrument on behalf of 45th South Associates, Ltd., who acknowledged to me that they signed the same on behalf of said partnership by authority granted pursuant to its limited partnership agreement and a resolution of its general partners, and that said limited partnership thereby executed the same.

My Commission Expires:

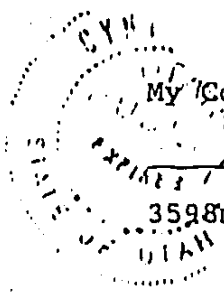
 EXPIRES May 18, 1989

Cynthia L. L.
Notary Public
Residing at: SALT LAKE CITY, UTAH

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

On the 4th day of May, 1988, appeared before me H. Brent Stauffer, who being duly sworn, says that he is the Vice President of MFC Realty Advisors, the duly authorized general partner of Mortgage Investors Fund II Limited Partnership, a Delaware limited partnership, and that (s)he executed the above and foregoing instrument on behalf of said general partner pursuant to all necessary corporate authorization, and that said instrument was thereby signed in behalf of said limited partnership by authority of its limited partnership agreement, and said H. Brent Stauffer acknowledged to me that said limited partnership thereby executed the same.

My Commission Expires:

 EXPIRES May 18, 1989
3598m
UTAH

Cynthia L. L.
Notary Public
Residing at: SALT LAKE CITY, UTAH

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EXHIBIT "A"

TO RECIPROCAL EASEMENTS FOR INGRESS, EGRESS AND PARKING

PARCEL A:

Beginning at a point on the East right-of-way line of Atwood Boulevard and the Southwest corner of the land deeded to Mortgage Investors Fund II Limited Partnership, which point is described as being South 706.10 feet and West 342.62 feet from the center of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian, also described as being North 89°50'30" East 79.91 feet, South 148.96 feet, West 126.20 feet and South along the arc of a curve to the right having a radius of 3524.86 feet through a central angle of 4°20'25" a distance of 267.02 feet, South 04°27'17" West 30.39 from a monument placed by Salt Lake County in 4500 South Street; thence East 319.87 feet; thence North 42.00 feet; thence East 45.00 feet; thence North 45°00'00" East 130.10 feet; thence East 84.68 feet to Cottonwood Creek; thence South 09°16'00" East 7.87 feet following said Creek; thence South 45° East 62.04 feet along said creek; thence East 123.00 feet along said creek; thence South 47°32' East 57.00 feet along said creek; thence South 13°50' West 42.00 feet along said creek; thence South 44°20' West 70.00 feet along said creek; thence South 12°21' West 89.00 feet along said creek; thence South 26°44' West 106.00 feet along said creek to the Southeast corner of the land owned by 45th South Associates, Ltd.; thence North 89° West 242.02 feet along the South line of the said land; thence North 193.98 feet to a nail and washer; thence South 87°45' West 245.05 feet to the East line of the land deeded by S. Lynn Brewer, et al, to 45th South Associates, Ltd., recorded October 29, 1984, as Entry No. 4009702; thence South 59.9 feet to the Southeast corner of the property described in said deed; thence West 146.50 feet to the East right-of-way line of Atwood Boulevard; thence North 04°27'17" East along said right-of-way line to the point of beginning.

PARCEL B:

Beginning on the South right of way line of 4500 South Street at a point which is North 89°50'30" East 79.91 feet along the monument line and South 33.0 feet from a Salt Lake County monument in said 4500 South Street, said monument being North 89°50'30" East 1521.88 feet from the Salt Lake County Monument in the intersection of 4500 South Street and State Street (the point of beginning also described as being 293.24 feet South and 202.62 feet West of the center of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian); and running thence North 89°50'30" East along said South line of 4500 South Street 378.80 feet; thence South 65.00 feet; thence East 88.20 feet to the Westerly Bank of Big Cottonwood Creek; thence along said Westerly bank South 11.76 feet and South 32°43'00" West 71.07 feet; thence

South 17°32'28" West 65.00 feet; thence South 87°40'00" West 19.84 feet to said Westerly Bank of Big Cottonwood Creek; thence along said Westerly bank South 9°16'00" East 81.78 feet; thence West 84.68 feet; thence South 45°00'00" West 130.10 feet; thence West 45.00 feet; thence South 42.00 feet; thence West 319.87 feet to the East line of Atwood Avenue; thence along said East line North 4°27'17" East 30.392 feet to a point on the arc of a 3524.86 foot radius curve, the center of which bears North 85°32'43" West and Northwesterly along said curve to the left through a central angle of 4°20'25" a distance of 267.02 feet; thence East 126.20 feet; thence North 115.96 feet to the point of beginning.

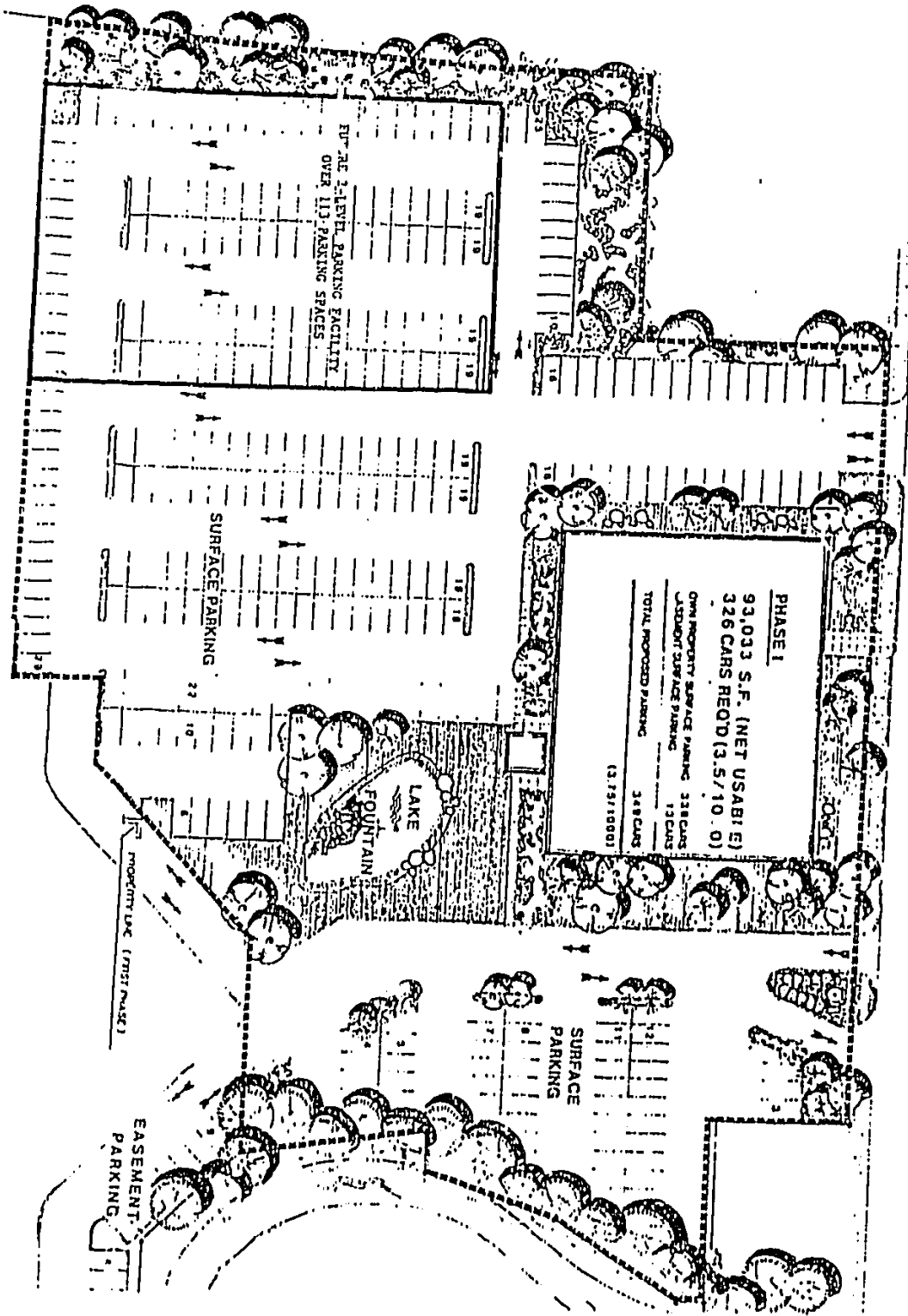
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EXHIBIT "B"

TO RECIPROCAL EASEMENTS FOR INGRESS, EGRESS AND PARKING

Beginning at a point which is North 89°50'30" East along monument line 397.575 feet and South 312.880 feet from a Salt Lake County Monument, said monument being North 89°50'30" East 1521.879 feet from the Salt Lake County Monument in the intersection of 4500 South Street and State Street, (said point also described as being South 572.242 feet and East 115.044 feet from the center of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian); thence East 84.677 feet; thence South 9°16'00" East 7.866 feet; thence South 45°00'00" East 62.04 feet; thence East 123.0 feet; thence South 42°30'00" East 57.00 feet; thence South 13°50'00" West 42.00 feet; thence South 44°20'00" West 70.00 feet; thence South 12°21'00" West 89.00 feet; thence South 26°44'00" West 106.00 feet; thence North 89°00'00" West 242.02 feet; thence North 285.552 feet; thence North 45°00'00" West 102.958 feet to the beginning.

ATWOOD AVENUE



4500 SOUTH STREET

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EXHIBIT "c"

EXHIBIT "D"

TO RECIPROCAL EASEMENTS FOR INGRESS, EGRESS AND PARKING

Beginning at a point which is North 89°50'30" East along monument line 260.577 feet and South 434.499 feet from a Salt Lake County Monument in 4500 South Street, said monument being North 89°50'30" East 1521.879 feet from the Salt Lake County Monument in 4500 South Street and State Street; thence North 30.00 feet; thence East 45.00 feet; thence North 45°00'00" East 130.104 feet; thence East 42.426 feet; thence South 45°00'00" West 172.531 feet; thence West 57.426 feet to the point of beginning.

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