

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Pennington LLP  
260 California Street, Ste. 500  
San Francisco, CA 94111  
Attn: Beth Pennington

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10/28/2019 10:47:00 AM \$60.00  
Book - 10851 Pg - 3726-3742  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
STEWART TITLE INS AGCY OF UT  
BY: eCASH, DEPUTY - EF 17 P.

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(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**AMENDED AND RESTATED  
RECIPROCAL ACCESS AND PARKING AGREEMENT**

This Amended and Restated Reciprocal Access and Parking Agreement (the "**Agreement**"), dated as of October 25, 2019 (the "**Effective Date**"), is entered into by and between NORTH 300 WEST LLC, a Delaware limited liability company ("**North 300 West**"), and SOUTH 300 WEST LLC, a Delaware limited liability company ("**South 300 West**"). North 300 West and South 300 West are each sometimes referred to herein as a "**Property Owner**" and collectively as the "**Property Owners**."

**RECITALS**

A. North 300 West is the owner of certain real property in the City of South Salt Lake, County of Salt Lake, State of Utah more particularly described in **Exhibit A** attached to this Agreement (the "**North 300 West Property**").

B. South 300 West is the owner of certain real property in the City of South Salt Lake, County of Salt Lake, State of Utah more particularly described in **Exhibit B** attached to this Agreement (the "**South 300 West Property**"). The North 300 West Property and the South 300 West Property are each sometimes referred to herein as a "**Property**."

C. North 300 West and South 300 West entered into that certain Reciprocal Access and Parking Agreement dated October 16, 2019 and recorded on October 16, 2019 as Document No. 13100468 in the Salt Lake County, Utah Recorder's office (the "**Original Agreement**") for the purpose of granting reciprocal, nonexclusive access and parking easements for ingress and egress over the paved roads, parking area drive aisles and parking spaces not designated for exclusive use on each of the North 300 West Property and the South 300 West Property (collectively, the "**Access and Parking Easement Areas**"). This Agreement shall amend, restate, supersede and replace the Original Agreement in its entirety.

D. North 300 West and South 300 West desire that the North 300 West Property and the South 300 West Property and all present and future owners and occupants of such properties shall be subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement.

E. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **GRANT**

1. Grant of Reciprocal, Non-Exclusive Access and Parking Easements. For valuable consideration, North 300 West hereby grants to South 300 West, and South 300 West hereby grants to North 300 West, for each other and for the benefit of their respective tenants, invitees and licensees, non-exclusive access and parking easements for vehicular and pedestrian ingress and egress over and upon the Access and Parking Easement Areas (collectively, the “**Access and Parking Easement**”), subject to the terms and conditions of this Agreement. The Access and Parking Easement shall run with the land and shall bind the Property Owners’ successors in interest. Notwithstanding the foregoing, each of the Property Owners acknowledge and agree that without any consent from the other Property Owner, each Property Owner shall be entitled to designate exclusive parking uses on their own Property, which exclusive parking uses shall be marked with signage (the “**Exclusive Parking Areas**”). So long as the Exclusive Parking Areas do not materially and adversely impact the other owner’s ability to comply with parking required by applicable law, statute or code, the Property Owners acknowledge and agree that the Exclusive Parking Areas shall not be part of the Access and Parking Easement, even if such Exclusive Parking Areas were once part of the Access and Parking Easement.

2. Access and Parking Easement During Construction. (a) In the event that the Property Owners redevelop the North 300 West Property and/or the South 300 West Property, during any construction by a Property Owner on its Property, the Property Owners acknowledge that the Access and Parking Easement Areas may be affected by such construction and portions of the Access and Parking Easement Areas may be temporarily inaccessible during such construction. (b) The Property Owners further acknowledge that the Access and Parking Easement Areas may be moved or removed altogether over time, but that the purpose of this Agreement is to provide each Property Owner and their respective tenants, invitees and licensees, non-exclusive access, ingress and egress over whatever paved roads, parking area drive aisles and parking spaces not designated for exclusive use on each Property may exist from time to time. (c) Each Property Owner acknowledges that the Property may be redeveloped by the other Property Owner, and that such redevelopment may include changes to the lot lines and potential acquisition of the public roads that are surrounded by the Property. Notwithstanding the foregoing, the Property Owners acknowledge and agree that any and all such construction and redevelopment activities set forth in (a), (b) and (c) above shall not be permitted to affect, impact or otherwise impair all or any portion of the other Property’s public access rights or access to public rights of way (including, without limitation, access to Mercer Way and Bearcat Drive by Tracts II and IV of the South 300 West Property) and, in the event such construction and redevelopment activities temporarily impair access to public rights of way, the Property Owner performing such construction or redevelopment activities shall provide reasonable alternate access to public rights of way. If additional real property is acquired by either Property Owner, this Agreement will not apply to such additional real property unless and until this Agreement is modified to incorporate such real property.

3. Maintenance Obligations. Each Property Owner shall be responsible, at its own cost and expense, to maintain the Access and Parking Easement Areas on its Property in good

order, condition and repair and based on commercially reasonable standards to ensure safety, security, and wellbeing of the tenants.

If, within sixty (60) days after receipt of written notice of default from one Property Owner to the other, such defaulting Property Owner fails to perform the maintenance and operation of the Access and Parking Easement Areas on its Property as provided herein, then the other Property Owner shall have the right to undertake or cause to be undertaken such maintenance and operational activities. In such event, the defaulting Property Owner shall immediately reimburse the Property Owner performing such maintenance for all reasonable sums incurred by it for such maintenance and operational services. If the defaulting Property Owner fails to reimburse the performing Property Owner in full within thirty (30) days after the date of demand, said obligation shall bear interest at ten percent (10%) per annum. The first mortgagee of all or any portion of a Property under this Agreement shall be entitled to receive a concurrent notice of default in the same manner that notices are required to be given under this Agreement; provided, however, that the first mortgagee has, prior to the time of such default, delivered written notice of such first mortgagee's mailing address to the Property Owner giving the notice of default. Any first mortgagee of all or any portion of a Property under this Agreement who has given written notice of its mailing address to the Property Owner(s) of the Property not encumbered by such first mortgagee's mortgage or deed of trust shall have the right, but not the obligation, (a) to cure any monetary default under this Agreement by the Property Owner that is indebted to such first mortgagee within ten (10) days after the expiration of the Property Owner's cure period hereunder with respect to such monetary default, and (b) to cure any non-monetary default under this Agreement by the Property Owner that is indebted to such first mortgagee within sixty (60) days after the expiration of the Property Owner's cure period hereunder with respect to such nonmonetary default, provided that if such first mortgagee commences a cure of such nonmonetary default within the prescribed period (by institution of foreclosure proceedings or otherwise), and thereafter diligently pursues such cure to completion, the cure period shall be extended to provide such first mortgagee sufficient time to complete such cure.

4. Utilities and Services. Each Property Owner shall arrange for services with respect to its Property at its sole cost and expense or, if mutually agreed upon by the Property Owners as evidenced by a written and recorded amendment to this Agreement in accordance with Section 13 below, services can instead be allocated pro-rata between Property Owners. Services shall include electricity, water, paving, repairs and maintenance, and snow removal.

5. Mutual Indemnity. Each Property Owner agrees to indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the indemnitee) the other (and any of the other's affiliates, officers or directors) from and against any and all losses, costs, claims, expenses, damages and liabilities (including reasonable attorneys' fees and costs), to the extent caused by or resulting from such Property Owner's tenants, invitees, agents, employees, or contractors use of the Access and Parking Easement Areas on the other Property Owner's Property; provided, however, that neither Property Owner shall be liable for any liabilities to the extent caused by the negligence or willful misconduct of the other Property Owner, or their respective agents, employees, tenants, invitees, or contractors. The indemnities set forth herein shall survive termination or expiration of this Agreement. Notwithstanding the foregoing, in the event a Property Owner transfers fee simple title to all or any portion of its Property, the transferor, as to the Property or the portion of the Property transferred, shall cease to be liable

and shall automatically be released from any and all liability for the performance or observance of any agreements or conditions on its part to be performed or observed hereunder accruing from and after the time of such transfer, it being understood and agreed that the obligations and liabilities set forth herein shall be binding upon a Property Owner only to the extent that they arise while such Property Owner owns fee simple title to a Property or a portion thereof giving rise to such obligation or liability. From and after each transfer, the transferee shall be liable for the performance and observance of any agreements or conditions on its part to be performed or observed hereunder accruing from and after the time of such transfer.

6. Insurance. Each Property Owner shall obtain and keep in full force and effect, at its sole cost and expense, as to its Property (inclusive of the Access and Parking Easement Areas on its Property), a policy of commercial general liability insurance and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Section 5 above), death or property damage occurring upon such Property Owner's Property, with single limit coverage of not less than an aggregate of Two Million and No/100 Dollars (\$2,000,000.00), including umbrella coverage, if any. Each insurance policy maintained by a Property Owner shall name the other Property Owner(s) as a named insured and shall be procured from companies authorized to do business in the State of Utah and shall be rated by Best's Insurance Reports not less than A-VI. Each Property Owner agrees to furnish to the other Property Owner(s) on an annual basis, a certificate of insurance, evidencing that the insurance required hereunder is in full force and effect.

7. Taxes and Assessments. Each Property Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Property.

8. Compliance with Laws. Neither North 300 West nor South 300 West shall use the Access and Parking Easement Areas, or knowingly or negligently permit anything to be done in or about the Access and Parking Easement Areas, that shall in any way conflict with or violate any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Each Property Owner shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereinafter be in force including, without limitation, those pertaining to accessibility and use by individuals with disabilities (e.g., the Americans with Disabilities Act of 1990, as amended) and those pertaining to environmental conditions, relating to or affecting the condition, use or occupancy of the Access and Parking Easement Areas on its Property.

9. No Rights in Public; No Implied Easements. Nothing contained in this Agreement shall be construed as creating any rights in the general public or as dedicating for public use any portion of the North 300 West Property or the South 300 West Property. No easements, except those expressly set forth in Section 1 of this Agreement, shall be implied by this Agreement.

10. Term. The easements, covenants, conditions, restrictions and other terms and provisions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the Official Records of Salt Lake County, Utah, and shall remain in full

force and effect thereafter in perpetuity, except as may be limited by applicable laws, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record owners of the North 300 West Property and the South 300 West Property (and of each holder of a first priority mortgage encumbering a Property or any portion thereof) in accordance with Section 13 of this Agreement.

11. Attorneys' Fees. If either Property Owner commences an action against the other Property Owner arising out of or in connection with this Agreement, the prevailing Property Owner shall be entitled to have and recover from the losing Property Owner reasonable attorneys' fees and costs of suit.

12. Entire Agreement. The agreements contained herein constitute the entire understanding between the Property Owners with respect to the subject matter hereof, and supersede all prior agreements, written or oral, inconsistent herewith.

13. Amendment. This Agreement shall not be amended, modified or altered in any respect except by a writing executed by both North 300 West and South 300 West or their respective successors and assigns, including any future owners of the North 300 West Property or the South 300 West Property (and of each holder of a first priority mortgage encumbering a Property or any portion thereof), evidenced by a document that has been fully executed and acknowledged by all parties and recorded in the Official Records of Salt Lake County, Utah.

14. Successors. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, including, without limitation, any future owners of the North 300 West Property or the South 300 West Property or any portion thereof.

15. Notices. Any notices given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by electronic mail with a confirmation receipt, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as set forth below or to such other address as a Property Owner may from time to time specify in writing to the other Property Owner.

If to North 300 West: North 300 West LLC  
c/o Blox Ventures LLC  
555 Bryant Street #515  
Palo Alto, CA 94301  
Attention: Jason Oberman  
Email: jason@bloxventures.com  
and legal@bloxventures.com

If to South 300 West: South 300 West LLC  
c/o Blox Ventures LLC  
555 Bryant Street #515  
Palo Alto, CA 94301  
Attention: Jason Oberman  
Email: jason@bloxventures.com  
and legal@bloxventures.com

Notice shall be deemed delivered or received (i) upon receipt if personally served, (ii) three (3) business days after posting by certified mail as confirmed by return receipt, (iii) the same day when delivered by electronic mail with a confirmation receipt, or (iv) the day following posting if delivered by a commercial overnight courier. The parties may change their address for notices from time to time by providing written notice as provided in this Section 15.

16. Mortgagee Protection. No breach or default of this Agreement by a Property Owner shall (a) entitle the other Property Owner(s) to cancel, rescind or otherwise terminate this Agreement, or (b) defeat or render invalid the lien of any mortgage or deed of trust upon all or any portion of a Property made in good faith and for value, however the easements, covenants, conditions and restrictions contained in this Agreement shall be binding upon and be effective against any future owner of all of any portion of a Property covered by this Agreement whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

17. Utah Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Utah.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement.

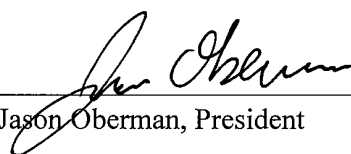
19. Exhibits Incorporated. All exhibits to this Agreement, as now existing and as the same may from time to time be modified, are incorporated herein by this reference.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, North 300 West and South 300 West have executed this Agreement by their duly authorized representatives as of the Effective Date.

**NORTH 300 WEST:**

NORTH 300 WEST LLC, a  
Delaware limited liability company

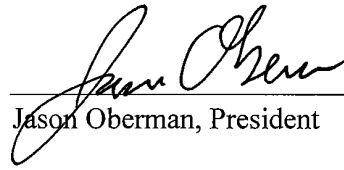
By:   
Jason Oberman, President

*[Signatures continue on following page]*

**SOUTH 300 WEST:**

SOUTH 300 WEST LLC, a  
Delaware limited liability company

By: \_\_\_\_\_

  
Jason Oberman, President



ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Francisco )

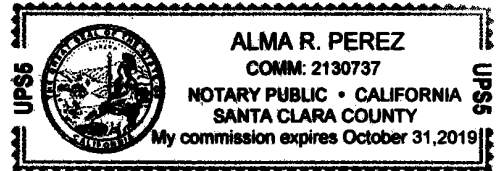
On October 24, 2019, before me, Alma R. Perez, a Notary Public, personally appeared Jason Oberman, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

  
\_\_\_\_\_  
(Seal)



ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

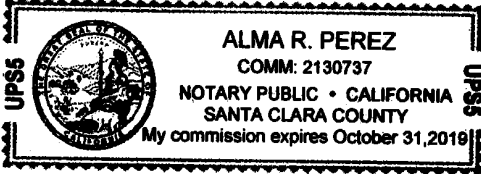
State of California )  
County of San Francisco )

On October 24, 2019, before me, Alma R. Perez, a Notary Public, personally appeared Jason Oberman, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



**Exhibit A**

**Legal Description of the North 300 West Property**

Real property in South Salt Lake City, County of Salt Lake, State of Utah, described as follows:

**TRACT I (TIMESQUARE - 1) (15-24-252-001 & 15-24-252-002)**

A part of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

Beginning at a point on the West line of Mercer Way, lying North 0°04'30" West 3,224.10 feet and South 89°55'30" West 132.00 feet from a County Surveyors Monument located at the intersection 2700 South and 300 West Streets, (said monument being located 513.96 feet North and 2,973.175 feet East from the Southwest corner of said Section 24), and running thence South 0°04'30" East along the said West line of Mercer Way, 147.50 feet; thence North 89°54'07" West 252.44 feet; thence North 0°04'30" West 167.44 feet to the South line of Bugatti Street; thence South 89°54'07" East along the said South line 232.50 feet to the point of curvature of a 20 foot radius curve to the right; thence along the arc of said curve, right 31.355 feet, (the long chord bears South 44°59'24" East 28.24 feet) to the point of beginning.

**TRACT III (TIMESQUARE - 3 & 4) (15-24-178-001)**

A part of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

Beginning at a point on the South line of Bugatti Street said point being North 0°04'30" West 3,243.64 feet and North 89°54'07" West 409.44 feet from a County Surveyor's Monument at the intersection of 2700 South and 300 West Street (said monument being located 513.96 feet North and 2,973.175 feet East from the Southwest corner of said Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian), and running thence North 89°54'07" West, along the said South line of Bugatti Street, 227.49 feet to the point of curvature of a 25 foot radius curve left; thence along the arc of said 25 foot radius curve left, 39.24 feet (center of curve bears South 0°04'30" West and the long chord bears South 45°06'32" West 35.335 feet); thence South 0°04'30" East along the East line of Bearcat Drive, 344.95 feet; thence South 89°54'07" East 155.0 feet; thence North 0°04'30" West 202.49 feet; thence South 89°54'07" East 97.56 feet; thence North 0°04'30" West 167.44 feet to the point of beginning.

**TRACT VI (TIMESQUARE - 7, 8 & 9) (15-24-177-010)**

A part of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

Beginning on the Easterly no-access and right-of-way line of a State Highway at a point which is North 0°04'30" West along the 300 West street Monument line 3,512.11 feet and North 89°54'07" West parallel with and 12.00 feet perpendicularly distant Southerly from the centerline of the Denver and Rio Grande Western Railroad, a distance of 897.21 feet from the County Surveyor's Monument at the intersection of 2700 South Street and 300 West Street, said monument being located 513.96 feet North and 2,973.175 feet East of the Southwest corner of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence

South 03°33'41" East along said State Highway no-access and right-of-way line 532.43 feet; thence North 89°55'30" East 152.83 feet to the Westerly right of way line of Bearcat Drive, thence along said Westerly right of way line North 00°04'30" West 312.43 feet, thence South 89°54'07" East 25.00 feet to the centerline of said Bearcat Drive, thence along said centerline North 00°04'30" West 218.45 feet to the Northerly line of the entire tract, thence along said Northerly line North 89°54'07" West 210.21 feet to the point of beginning.

**TRACT VII (TIMESQUARE - 10 & 11)**

*PARCEL 1: (15-24-176-006)*

A part of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

Beginning at a point on the common boundary line of the Denver and Rio Grande Western Railroad South right-of-way line and the North line of Timesquare Industrial Park, North 0°04'30" West 3512.11 feet along the center line of 300 West Street and North 89°54'07" West 662.0 feet from a Salt Lake County Surveyor's Monument at 2700 South and 300 West, (said monument being located North 513.96 feet and East 2973.175 feet from the Southwest corner of said Section 24); and running thence South 0°04'30" East along the East line of Bearcat Drive, 193.49 feet to the point of curvature of a 25 foot radius curve left; thence along the arc of said curve, left 39.19 feet (long chord bears South 44°59'18" East 35.30 feet); thence South 89°54'07" East, along the North line of Bugatti Street, 240.0 feet; thence North 0°04'30" West 218.42 feet to said common boundary line; thence North 89°54'07" West along said common boundary, 264.93 feet to the point of beginning.

Together with 1/2 vacated portion of Bearcat Drive abutting the West, as set forth in that street vacation plat recorded July 22, 2009, as Entry No. 10759742, in Book 9748, at Page 448.

Less and excepting a parcel of land in fee, for the "West Valley Light Rail Transit", a Utah Transit Authority Project, being part situate in the E1/2NW1/4 of Section 24, T. 1S., R. 1 W., SLB&M, the boundaries of said of land are described as follows: Beginning at a point on the common boundary line of the Denver and Rio Grande Western Railroad South right-of-way line and the North line of Timesquare Industrial Park, N.00°04'30"W. 3512.11 feet along the center line of 300 West Street and N89°54'07"W. 662.00 feet from the Salt Lake County Surveyor's Monument as 2700 South and 300 West, (said monument being located North 513.96 feet and East 2973.175 feet and S.89°54'07"E. 264.93 feet from the Southwest corner of said Section 24; thence S.00°04'30"E. 100.05 feet; thence N.89°55'59"W. 67.38 feet; thence N.00°05'53"E. 100.08 feet; thence S.89°54'07"E. 67.08 feet to the point of beginning.

*PARCEL 2: (15-24-251-002 & 15-24-251-003 & 15-24-251-005-4001 & 15-24-251-005-4002)*

Beginning at a point which is North 513.96 feet and East 2973.175 feet and North 0°04'30" West 2931.175 feet and South 89°55'30" West 47 feet from the Southwest corner of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89°55'30" West 20 feet; thence Westerly and Northerly along a curve to the right 23.56 feet; thence North 0°04'30" West 278.1 feet; thence Northerly and Westerly along a curve to the left

109.75 feet; thence North 89°54'07" West 245.29 feet; thence North 0°04'30" West 218.45 feet; thence South 89°54'07" East 350.07 feet; thence South 0°04'30" East 581.24 feet to the point of beginning.

Also, less and excepting a parcel of land in fee, for the "West Valley Light Rail Transit", a Utah Transit Authority Project, being part situate in the W1/2NW1/4 of Section 24, T. 1 S., R. 1 W., SLB&M, the boundaries of said of land are described as follows: Beginning at a point which is North 513.96 feet and thence East 2,973.18 feet and N.00°04'30"W. 2,931.18 feet and thence S.89°55'30"W. 47.00 feet and N.00°04'30"W. 581.24 feet from the Southwest corner of said Section 24; thence S.00°04'30"E. 10.00 feet; thence N.89°54'07"W. 23.00 feet; thence N.00°04'30"W. 10.00 feet; thence S.89°54'07"E. 23.00 feet to the point of beginning.

#### **TRACT X (ROADWAY PARCELS 7 & 9)**

##### *PARCEL 1: (15-24-178-002 & 15-24-252-003)*

Beginning at a point which is North 0°04'30" West 2,489.87 feet and West 457.88 feet from the county surveyor's monument located 513.96 feet North and 2,973.175 feet East of the Southwest corner of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°04'30" West 151.04 feet; thence North 89°54'07" West 49.10 feet; thence North 0°04'30" West 208.59 feet; thence North 89°54'07" West 155 feet; thence North 0°04'30" West 25 feet; thence South 89°54'07" East 155 feet; thence North 0°04'30" West 202.49 feet; thence South 89°54'07" East 97.56 feet; thence North 0°04'30" West 167.44 feet; thence South 89°54'07" East 25.00 feet; thence South 0°04'30" East 167.44 feet; thence South 89°54'07" East 252.44 feet; thence South 0°04'30" East 25 feet; thence North 89°54'07" West 350 feet; thence South 0°04'30" East 386.085 feet; thence South 85°54'07" East 49.10 feet; thence South 0°04'30" East 176.845 feet; thence North 88°03'41" West 25.0 I feet to the point of beginning.

##### *PARCEL 2: (15-24-252-006 & 15-24-252-007)*

Beginning at a point which is North 0°04'30" West 2739.28 feet and North 89°54'07" West 132.02 feet from the county surveyor's monument, said monument being located 513.96 feet North and 2973.175 feet East from the Southwest corner of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 89°54'07" West 350 feet; thence North 0°04'30" West 25 feet; thence South 89°54'07" East 170 feet; thence North 0°04'30" West 286.925 feet; thence South 89°54'07" East 25 feet; thence South 0°04'30" East 286.925 feet; thence South 89°54'07" East 155 feet; thence South 0°04'30" East 25 feet to the point of beginning.

#### **TRACT XI (PARKING PARCEL) (15-24-178-004)**

Beginning at a point North 0°04'30" West 2764.279 feet and North 89°54'07" West 312.109 feet from a County Surveyor's Monument located at the intersection of 2700 South and 300 West Streets (said monument being located 513.96 feet North and 2973.175 feet East from the Southwest corner of Section 24, Township 1 South, Range 1 West, Salt Lake Meridian); and running thence North 0°04'30" West 286.925 feet; thence North 89°54'07" West 170.00 feet;

thence South 0°04'30" East 286.925 feet; thence South 89°54'07" East 170.00 feet to the point of beginning.

**TRACT XII (PARKING PARCEL) (15-24-252-004 & 15-24-252-005)**

Beginning at a point which is North 513.96 feet and East 2973.175 feet and North 0°04'30" West 2764.39 feet and North 89°54'07" West 132 feet from the Southwest corner of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°04'30" West 286.925 feet; thence North 89°54'07" West 155 feet; thence South 0°04'30" East 286.925 feet; thence South 89°54'07" East 155 feet to the point of beginning.

**TRACT XIII (EASEMENT INTEREST)**

Non-exclusive easements for vehicular and pedestrian access, ingress and egress as set forth in that certain Declaration of Access Easement recorded September 12, 2011 as Entry No. 11241915 in Book 9949 at Page 3864, over the following described property, to wit: [TRACT X (ROADWAY PARCELS 7 & 9)]

*PARCEL 1: (15-24-178-002 & 15-24-252-003)*

Beginning at a point which is North 0°04'30" West 2,489.87 feet and West 457.88 feet from the county surveyor's monument located 513.96 feet North and 2,973.175 feet East of the Southwest corner of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°04'30" West 151.04 feet; thence North 89°54'07" West 49.10 feet; thence North 0°04'30" West 208.59 feet; thence North 89°54'07" West 155 feet; thence North 0°04'30" West 25 feet; thence South 89°54'07" East 155 feet; thence North 0°04'30" West 202.49 feet; thence South 89°54'07" East 97.56 feet; thence North 0°04'30" West 167.44 feet; thence South 89°54'07" East 25.00 feet; thence South 0°04'30" East 167.44 feet; thence South 89°54'07" East 252.44 feet; thence South 0°04'30" East 25 feet; thence North 89°54'07" West 350 feet; thence South 0°04'30" East 386.085 feet; thence South 85°54'07" East 49.10 feet; thence South 0°04'30" East 176.845 feet; thence North 88°03'41" West 25.0 I feet to the point of beginning.

*PARCEL 2: (15-24-252-006 & 15-24-252-007)*

Beginning at a point which is North 0°04'30" West 2739.28 feet and North 89°54'07" West 132.02 feet from the county surveyor's monument, said monument being located 513.96 feet North and 2973.175 feet East from the Southwest corner of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 89°54'07" West 350 feet; thence North 0°04'30" West 25 feet; thence South 89°54'07" East 170 feet; thence North 0°04'30" West 286.925 feet; thence South 89°54'07" East 25 feet; thence South 0°04'30" East 286.925 feet; thence South 89°54'07" East 155 feet; thence South 0°04'30" East 25 feet to the point of beginning.

**Exhibit B**

**Legal Description of the South 300 West Property**

Real property in South Salt Lake City, County of Salt Lake, State of Utah, described as follows:

**TRACT II (TIMESQUARE - 2) (15-24-178-003)**

A part of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

Beginning at a point on the North line of Bearcat Drive, lying North 0°04'30" West 2,489.87 feet and West 457.88 feet from Salt Lake County Surveyors Monument at the Intersection of 2700 South Street and 300 West Street (said monument being located 513.96 feet North and 2,973.175 feet East of the Southwest corner of said Section 24), and running thence along the said North line of Bearcat Drive, North 88°03'41" West 30.45 feet to the point of a curvature of a 180.00 foot radius curve to the right; thence along the arc of said 180.00 foot radius curve right 276.417 feet (the long chord bears North 44°04'05" West 250.046 feet); thence North 0°04'30" West along the East line of Bearcat Drive, 179.29 feet; thence South 89°54'07" East 155.00 feet; thence South 0°04'30" East 208.59 feet; thence South 89°54'07" East 49.10 feet; thence South 0°04'30" East 151.04 feet to the point of beginning.

**TRACT IV (TIMESQUARE - 5) (15-24-252-008 & 15-24-252-009)**

A part of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

Beginning at a point on the West line of Mercer Way, said point being North 0°04'30" West 2,739.79 feet and North 89°54'07" West 132.019 feet from a County Surveyor's Monument located at the intersection of 2700 South and 300 West Street (said monument being located 513.96 feet North and 2,973.175 feet East from the Southwest corner of said Section 24), and running thence South 0°04'30" East 157.095 feet to the point of curvature of a 100.00 foot radius curve right; thence along the arc of said 100.00 foot radius curve right, 160.59 feet (long chord bears South 45°55'54" West 143.885 feet) to the North line of Bearcat Drive; thence North 88°03'41" West 197.50 feet; thence North 0°04'30" West 176.845 feet; thence North 89°54'07" West 49.10 feet; thence North 0°04'30" West 74.155 feet; thence South 89°54'07" East 350.00 feet to the point of beginning.

**TRACT V (TIMESQUARE - 6) (15-24-177-009)**

Beginning at a point on the North line of a State Highway said point being North 0°04'30" West along the monument line 2,239.36 feet and North 88°03'41" West 334.95 feet and Northwesterly along a curve to the right 19.28 feet (along chord bearing North 87°16'47" West) from a monument at the intersection of 2700 South and 300 West Street (said monument being East 2,973.175 feet and North 513.96 feet from the Southwest corner of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian); and running thence North 0°04'30" West 184.72 feet; thence North 88°03'41" West 136.163 feet to a point of a 230.00 foot radius curve to the right; thence Northwesterly along the arc of said curve 82.405 feet; thence South 22°28' West

80.49 feet; thence South 64°48'49" East 18.93 feet; thence South 25°11'11" West 64.495 feet to the North right-of-way line of a State Highway and a point on a curve to the left, the radius point of which is North 25°11'11" East 706.51 feet; thence Southeasterly along the arc of said curve and said North right-of-way line 267.385 feet to the point of beginning.

Less and excepting therefrom any portion lying within the bounds of that property taken by UDOT by virtue of that Final Judgment of Condemnation recorded December 14, 2006 as Entry No. 9939454, in Book 9394, at Page 3829 of Official Records and being more particularly described as follows: A parcel of land in fee for the reconstruction of a freeway known as Project No. 15-7, being part of an entire tract of property situate in the SE1/4NW1/4 of Section 24, T.1 S., R. 1 W., SLB&M. The boundaries of said parcel of land described as follows: Beginning at a point on the existing Northeasterly no-access and right of way line of a State Highway, said point being 682.557 meters (2239.36 feet) [actual measured distance being 682.055 meters, being 2237.71 feet] North 0°4'30" West along the monument line and 102.093 meters (334.95 feet) North 88°03'41" West from a monument at the intersection of 2700 South and 300 West Streets (said monument being 906.224 meters (2,973.175 feet) East and 156.655 meters (513.96 feet) North from the Southwest corner of said Section 24), running Westerly 87.377 meters (286.67 feet) along the arc of a 215.344 meter (706.51 foot) radius curve to the right and along said existing Northeasterly no-access and right of way line of a State Highway (Note: chord to said curve bears North 76°26'14" West for a distance of 86.779 meters (284.71 feet)); to a point of compound curvature with a 144.158 meter (472.96 foot) radius curve to the right Northwesterly 99.941 meters (327.89 feet) along the arc of said curve and along said existing Northeasterly no-access and right of way line of a State Highway (Note: chord to said curve bears North 44°57'09" West for a distance of 97.952 meters (321.36 feet)); thence North 03°33'41" West 12.900 meters (43.32 feet) along the Easterly no access and right of way line of a freeway; thence North 88°43'24" East 6.148 meters (20.17 feet); thence Southeasterly 99.706 meters (327.12 feet) along the arc of a 180.330 meters (591.63 foot) radius non tangent curve to the left (Note: chord of said curve bears South 42°57'08" East for a distance of 98.440 meters (322.97 feet)); thence South 23°57'49" West 10.484 meters (34.40 feet); thence South 66°02'11" East 6.096 meters (20.00 feet); North 23°57'49" East 9.814 meters (32.20 feet); thence Southeasterly 21.854 meters (71.70 feet) along the arc of a 180.330 meter (591.63 foot) radius non tangent curve to the left (Note: chord of said curve bears South 64°12'44" East for a distance of 21.841 meters (71.66 feet)); thence South 16°03'17" West 4.973 meters (16.32 feet); thence Easterly 59.315 meters (194.60 feet) along the arc of a 185.274 meter (607.86 foot) radius non tangent curve to the left (Note: chord of said curve bears South 77°01'24" East for a distance of 59.062 meters (193.77 feet)); to the point of beginning.

#### **TRACT VIII (TIMESQUARE 12 & LANDSCAPE AREA)**

*Parcel 1: (15-24-253-002 & 15-24-253-003)*

Beginning at a point on the West line of 300 West Street, North 0°04'30" West 2239.36 feet and North 88°03'41" West 47.02 feet from a county surveyors monument located at 2700 South Street and 300 West Street, said monument being East 2973.175 feet and North 513.96 feet from the Southwest corner of Section 24, Township 1 South, Range I West, Salt Lake Base and Meridian, said point of beginning also being the Southeast property corner of Timesquare



Industrial Park; and running thence North 0°04'30" West, along the West line of 300 West Street, 341.58 feet; thence South 89°55'30" West, 35.0 feet to a point curvature of a 150 foot radius curve Southwesterly; thence along the arc of said curve 240.89 feet, (long chord bears South 45°55'55" West 215.83 feet); thence North 88°03'41" West 116.80 feet; thence South 0°04'30" East 184.72 feet to a point on curve of a 706.51 foot curve Easterly along the South line of said Timesquare; thence along the arc of said 706.51 foot radius curve, 19.28 feet to the point of tangency of said curve, (long chord bears South 87°16'47" East 19.28 feet); thence South 88°03'41" East, along the South line of said Timesquare, 287.92 feet to the point of beginning.

*Parcel 2: (15-24-253-001)*

Beginning at a point which is North 513.96 feet and East 2,973.175 feet and North 0°04'30" West 2851.11 feet and South 89°55'30" West 47 feet from the Southwest corner of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 0°04'30" East 268.42 feet; thence South 89°55'30" West 35 feet; thence North 0°04'30" West 253.42 feet; thence Northerly and Easterly along a curve to the right 23.56 feet; thence North 89°55'30" East 20 feet to the point of beginning.

**TRACT IX (PARKING LOT)**

Beginning at a point on the Southwesterly right of way line of Bearcat Drive, which is North 3,173.45 feet and East 2,225.28 feet from the Southwest corner of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence along said Southwesterly right of way line Southeasterly along a 230.00 foot radius non-tangent curve to the left 270.80 feet (Chord bears South 33°48'15" East 255.42 feet), more or less; thence South 22°26' West 80.49 feet; thence South 64°48'49" East 18.94 feet; thence South 25°11'11" West 63.79 feet to the Northeasterly line of the Utah Department of Transportation property; thence along said Northeasterly line the following five (5) courses: (1) North 66°02'11" West 4.12 feet, thence (2) North 23°57'49" East 34.40 feet, thence (3) Northwesterly along a 591.63 radius non-tangent curve to the right, 327.12 feet (Chord bears North 42°57'08" West 322.97 feet), thence (4) South 88°43'24" West 20.17 feet, thence (5) North 03°33'41" West 395.89 feet to the Northerly line of the entire tract, thence along said Northerly line North 89°55'30" East 152.83 feet to the Westerly right of way line of Bearcat Drive, thence along said Westerly right of way line South 00°04'30" East 311.95 feet to the point of beginning.