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WHEN RECORDED, RETURN TO:

Bruce T. Jones  
Michael L. Allen  
SUITTER AXLAND  
P.O. Box 45101  
Salt Lake City, Utah 84145

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11/12/98 4:58 PM 84.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
REC BY: R JORDAN DEPUTY - WI

7152537  
**FOURTH AMENDMENT TO DECLARATION  
OF EASEMENTS, COVENANTS AND RESTRICTIONS  
(Cottonwood Corporate Center)**

THIS FOURTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (the "Fourth Amendment") is entered into effective the 12 day of November 1998, by and among those parties which execute this Fourth Amendment (the "Parties") and which have interests in the Cottonwood Corporate Center (the "Center").

RECITALS:

A. **Declaration.** The Center, located in Salt Lake County, Utah, is burdened and benefitted by the following documents (collectively referred to below as the "Declaration"):

1. **Original Declaration.** Declaration of Easements, Covenants and Restrictions, dated January 8, 1996, and recorded January 17, 1996 as Entry No. 6259074 in Book 7311 at Page 821 of the official records of the Salt Lake County Recorder (the "Original Declaration").

2. **First Amendment.** First Amendment to Declaration of Easements, Covenants and Restrictions, dated June 27, 1996, and recorded July 3, 1996 as Entry No. 6398547 in Book 7437 at Page 265 of the official records of the Salt Lake County Recorder (the "First Amendment").

3. **Second Amendment.** Second Amendment to Declaration of Easements, Covenants and Restrictions, dated May 2, 1997, and recorded May 2, 1997 as Entry No. 6635821 in Book 7658 at Page 2663 of the official records of the Salt Lake County Recorder (the "Second Amendment").

4. **Third Amendment.** Third Amendment to Declaration of Easements, Covenants and Restrictions, dated July 16, 1997, and recorded July 22, 1997 as Entry No. 6696564 in Book 7716 at Page 980 of the official records of the Salt Lake County Recorder (the "Third Amendment").

Unless otherwise defined in this Fourth Amendment, all of the capitalized terms used in this Fourth Amendment shall have the meanings given such terms in the Declaration.

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LTC 20218

B. Approval of and Consent to Amendments. With certain enumerated exceptions, Paragraph 12 of the Declaration only permits an amendment to the Declaration if each Owner of the Parcels executes an instrument that is recorded with the official records of the Salt Lake County Recorder. Paragraph 12 further provides that for any amendment to be binding on a Mortgagee holding a Mortgage that constitutes a lien on property directly involved in such amendment, such Mortgagee must consent to the amendment in writing.

C. Fee Owners. The following parties presently own fee simple title to portions of the Center:

1. WallNet Investments, L.C., a Utah limited liability company;
  2. Market Street Cottonwoods, L.L.C., a Utah limited liability company;
  3. RBCSU Realty, LLC, a Utah limited liability company;
  4. 2825 E. Cottonwood Parkway, L.C., a Utah limited liability company;
  5. 2855 E. Cottonwood Parkway, L.C., a Utah limited liability company;
  6. 2795 E. Cottonwood Parkway, L.C., a Utah limited liability company;
- and
7. Regence BlueCross BlueShield of Utah, a Utah nonprofit corporation.

D. Mortgagees. The following parties hold Mortgages that constitute liens on portions of the Center directly involving this Fourth Amendment:

1. The Savage Companies, a Utah corporation;
2. Zions First National Bank, a national banking association;
3. Washington Mortgage Financial Group, Ltd., a Delaware corporation;
4. U.S. Bank National Association; and
5. Teachers Insurance and Annuity Association of America, a New York corporation.

E. Description of the Center. The Center, located in Salt Lake County, Utah, includes those parcels described more particularly on the attached Exhibit "A."

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby amend the Declaration as follows:

AGREEMENT:

1. Recitals. The above recitals are an integral part of the agreement and understanding of the Parties, and are hereby incorporated into this Fourth Amendment by this reference.

2. Paragraph 1.2 Deleted. Paragraph 1.2 of the Declaration is deleted in its entirety.

3. Paragraph 1.4 Amended. Paragraph 1.4 of the Declaration is deleted in its entirety and the following language is substituted in its place:

1.4 “Common Area” means the Common Roadway, the Common Utility Facilities, the Entrance Area, the Utility Easement Area, and the Common Roadway Maintenance Area. The Common Roadway shall initially be developed by, and some of the Common Utility Facilities shall initially be installed by, WallNet, but all other portions of the Common Area shall initially be developed by the Owner of the Parcel on which such portions are located in accordance with Paragraph 2, except as may be otherwise provided in this Declaration. The Common Area shall be maintained by the Manager pursuant to Paragraph 4.

4. Paragraph 1.6 Amended. Paragraph 1.6 of the Declaration is deleted in its entirety and the following language is substituted in its place:

1.6 “Common Expense Share” means the product obtained by multiplying the Common Expenses for the relevant period by a fraction, the numerator of which is the greater of the Floor Area of all Buildings or the Potential Floor Area (defined below) located or to be located on the Parcel concerned, and the denominator of which is the greater of the total Floor Area or the Potential Floor Area of all Buildings located or to be located on all Parcels. As of the date of this Fourth Amendment, the Common Expense Shares for the Parcels are as follows:

<u>Parcel No.</u>	<u>Greater of Actual or Potential Floor Area</u>	<u>Common Expense Share</u>
Hotel Parcel	96,958	10.00%
Restaurant Parcel	8,000	0.82%
Blue Cross Parcel (Parcel 1)	221,772	22.84%
Parcels 11, 11A, and PC Parcel	109,048	11.23%
Parcels 10 and 10A	109,048	11.23%
Parcels 9 and 9A	135,987	14.01%
Parcels 8 and 8A	135,987	14.01%
Parcel 5, 6, and 7	<u>154,000</u>	<u>15.86%</u>
Totals:	970,800	100.00%

As used in this Declaration, "Potential Floor Area" shall mean the potential maximum Floor Area of the Buildings allowed but not yet constructed on any Parcel, as determined from time to time by the applicable governmental authorities.

5. Paragraph 1.9 Amended. Paragraph 1.9 of the Declaration is amended and restated in its entirety as follows:

1.9 "County Parcel" means the land in Salt Lake County, Utah, described as follows, excluding any portion of such land on which a public trail is located, or which is located outside of any fence erected by Manager for the benefit of the Parcels:

BLUE CROSS PORTION:

Beginning at a point East along the Section line 783.14 feet from the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence East along the North line of MILL HOLLOW ESTATES PLAT "F," as recorded with the Salt Lake County Recorder, 558.11 feet to the West line of THE OVERLOOK AT OLD MILL SUBDIVISION as recorded with the Salt Lake County Recorder; thence North 0°18'29" West along said West line 12.50 feet; thence West 558.00 feet; thence South 0°10'47" West 12.50 feet to the point of beginning.

PARCELS 5, 6 AND 7 PORTION:

Beginning at the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°08'51" East along the Section line 483.00 feet; thence South 89°49'13" East 12.50 feet; thence South 0°8'51" West 470.46 feet; thence East 770.647 feet; thence South 0°10'47" West 12.50 feet; thence West 783.14 feet along the North line of MILL HOLLOW ESTATES PLAT "F," as recorded with the Salt Lake County Recorder, and along the quarter section line to the point of beginning.

PARCEL 8 PORTION:

Beginning at a point North 0°08'51" East along the Section line 483.00 feet from the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°08'51" East along the Section line 425.56 feet; thence North 89°04'36" East 12.50 feet; thence South 0°08'51" West 425.80 feet; thence North 89°49'13" West 12.50 feet to the point of beginning.

together with all Improvements on such land, and any real property defined as an additional part of the County Parcel in any amendment to this Declaration executed and recorded pursuant to Paragraph 12. (The County Parcel is located adjacent to certain Parcels, and is land in addition to the Parcels.) Each portion of the County Parcel shall initially be landscaped by the Owner of the Parcel located adjacent to such portion in the manner required by Salt Lake County, and shall be maintained by such Owner as required by Paragraph 2.3. In addition, each such Owner, if required by Salt Lake County, shall grant to Salt Lake County an easement (or a dedication in fee) for a public trail on such Owner's portion of the County Parcel, in accordance with such requirements as may be made by Salt Lake County.

6. Paragraph 1.14 Amended. "Landscaping" means (a) all outdoor areas on the Parcels landscaped with lawn, flowers, ground cover, shrubbery, trees, ponds, fountains, gardens or similar improvements, and (b) all areas on the County Parcel that are similarly improved.

7. Paragraph 1.15 Amended. Paragraph 1.15 of the Declaration is amended and restated in its entirety as follows:

1.15 "Manager" means WallNet, unless and until WallNet assigns its rights and duties as manager. Manager's rights and duties under this Declaration may be assigned at any time to any other Owner or to an owners' association which may be formed by Manager at any time, in Manager's sole discretion, for the purpose of performing Manager's functions under this Declaration. If Manager forms such an owners' association, the voting interest in such association shall be held pro rata by the Owners, based on the ratio of the greater of the total Floor Area or the Potential Floor Area of all Buildings located or to be located on each Owner's Parcel to the greater of the total Floor Area or the Potential Floor Area of all Buildings located on all Parcels. Notice of any such assignment shall be recorded in the official records and shall, pursuant to Paragraph 12, be effective as an amendment to this Declaration, with no signature other than the signature of the existing Manager and the new Manager being required. For the period during which Manager is an Owner (as opposed to an owners' association), the rights and duties of Manager under this Declaration shall be an appurtenance to the Parcel owned by such Owner and shall run with such Parcel.

8. Paragraph 1.20 Amended. Paragraph 1.20 of the Declaration is amended by amending and restating the legal descriptions for Parcels 8, 8A, 9, and 9A as follows:

Parcel 8

BEGINNING at a point North  $0^{\circ}08'51''$  East along the Section line 483.00 feet and South  $89^{\circ}49'13''$  East 12.50 feet from the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North  $0^{\circ}08'51''$  East 425.80 feet; thence North  $89^{\circ}04'36''$  East 439.06 feet; thence South  $0^{\circ}10'47''$  West 177.00 feet; thence North  $89^{\circ}49'13''$  West 4.29 feet; thence South  $0^{\circ}10'47''$  West 257.25 feet; thence North  $89^{\circ}49'13''$  West 434.45 feet to the point of BEGINNING.

Parcel 8A

BEGINNING at a point on the South right-of-way line of I-215 North  $0^{\circ}08'51''$  East along the Section line 908.56 feet and North  $89^{\circ}04'36''$  East 66.62 feet from the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North  $89^{\circ}04'36''$  East 384.93 feet; thence North  $0^{\circ}10'47''$  East 39.98 feet to said South right-of-way line and a point on a 2076.90 foot radius curve to the right, the center of which bears North  $12^{\circ}11'50''$  West; thence Southwesterly along said South right-of-way line and said curve to the right through a central angle of  $10^{\circ}42'48''$  a distance of 388.34 feet to the point of BEGINNING.

Parcel 9

BEGINNING at a point North  $0^{\circ}08'51''$  East along the Section line 908.560 feet and North  $89^{\circ}04'36''$  East 451.56 feet from the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North  $89^{\circ}04'36''$  East 251.20 feet; thence South  $0^{\circ}03'29''$  West 169.090 feet; thence South  $89^{\circ}49'14''$  East 16.454 feet to a point on a 565.000 foot radius curve to the left, the center of which bears North  $0^{\circ}10'47''$  East; thence Northeasterly along said curve to the left through a central angle of  $4^{\circ}38'05''$  a distance of 45.704 feet; thence South  $4^{\circ}27'18''$  East 269.999 feet to a point on a 835.000 foot radius curve to the right, the center of which bears North  $4^{\circ}27'18''$  West; thence South along said curve to the right through a central angle of  $4^{\circ}38'05''$  a distance of 67.544 feet; thence North  $89^{\circ}49'13''$  West 272.26 feet; thence North  $0^{\circ}10'47''$  East 257.25 feet; thence South  $89^{\circ}49'13''$  East 4.29 feet; thence North  $0^{\circ}10'47''$  East 177.00 feet to the point of BEGINNING.

Parcel 9A

BEGINNING at a point North 0°08'51" East along the Section line 908.560 feet and North 89°04'36" East 451.56 feet from the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°10'47" East 39.98 feet to a point on a 2076.900 foot radius curve to the left, the center of which bears North 12°11'50" West; thence Northeasterly along said curve to the left through a central angle of 7°12'19" a distance of 261.18 feet; thence South 0°03'29" West 107.004 feet; thence South 89°04'36" West 251.20 feet to the point of BEGINNING.

This amendment confirms a lot line adjustment made by and with the consent of the owners of record of the affected parcels (and does not constitute a subdivision of land), in accordance with Utah Code Ann. §§ 17-27-101 et seq.

9. Addition of Paragraph 1.24. The following new paragraph is added to the Declaration, immediately following Paragraph 1.23 of the Declaration:

1.24 "Common Roadway Maintenance Area" means those areas located on both sides of the Common Roadway that extend (a) no more than fifteen feet (15') beyond the Common Roadway's curb and gutter (as to that side of the Common Roadway that does not include sidewalks for pedestrian traffic), and (b) no more than the outside edge of the sidewalk furthest from the center of the Common Roadway (as to that side of the Common Roadway that includes sidewalks for pedestrian traffic) on which are located Landscaping, curbs, gutters, sidewalks, and walkways, but specifically excluding those areas that contain any other improvements.

10. Paragraph 2.3 Amended. Paragraph 2.3 of the Declaration amended and restated in its entirety as follows:

2.3 Maintenance Each Owner shall maintain in good and attractive order, condition and repair, consistent with a first-class office park development, all Improvements situated on such Owner's Parcel (or such Owner's portion of the County Parcel) that are not required by this Declaration to be maintained by Manager, including but not limited to all Vehicular and Pedestrian Areas and Landscaping not included within the Common Area. No provision of this Declaration shall be construed to mean that any Building cannot be razed or removed at any time or must be restored or reconstructed if damaged or destroyed. However, if an Owner razes or removes any Building, or if any Building is damaged or destroyed, within a reasonable time after such occurrence the Owner of the Parcel on which such Building is or was located shall either cause such Building to be replaced or restored or cause all debris to be removed and the site of such Building to be left in a level, clean and slightly condition pending construction of another Building. If an Owner fails to maintain (a) the Landscaping outside the Common Area, and/or (b) the Vehicular and Pedestrian Areas, as required

by this Paragraph 2.3, and such failure continues for a period of ten (10) business days after written notice of such failure is given by Manager, or if the performance of such obligation would reasonably require more than ten (10) business days, if the Owner fails to commence such performance within such period or thereafter diligently prosecute such performance to completion, Manager may perform the Owner's obligation. The Owner shall reimburse Manager for such performance promptly on receipt of an invoice from Manager.

11. Addition of Paragraph 3.6. The following new paragraph is hereby added to the Declaration, immediately following Paragraph 3.5:

3.6 Common Roadway Maintenance Area Easement. The Common Roadway Maintenance Area shall be subject to and be burdened by a perpetual, nonexclusive easement in favor of Manager for the performance of any work undertaken by Manager pursuant to Paragraph 4.1.1 of this Declaration.

12. Paragraph 3.4 Deleted. Paragraph 3.4 of the Declaration is deleted in its entirety.

13. Paragraph 4.1 Amended. Paragraph 4.1 of the Declaration is amended by: (a) deleting the clause "Subject to Paragraph 4.1.2" from the first sentence of Paragraph 4.1.1, and (b) deleting Paragraph 4.1.2 in its entirety.

14. Paragraph 5.4 Amended. Paragraph 5.4 of the Declaration is amended by deleting the clause "Except as set forth in Paragraphs 4.1.2 and 4.4" and substituting the following language: "Except as otherwise provided in Paragraphs 2.3 and 4.4."

15. Paragraph 12 Amended. Paragraph 12 of the Declaration is amended and restated in its entirety as follows:

12. Amendment. This Declaration may be amended only by an instrument recorded in the official records which is executed by each Owner of the Parcels, except as follows:

(a) any amendment to this Declaration that changes the metes and bounds description of the Common Roadway, the Entrance Area, the Utility Easement Area, the County Parcel or one or more existing Parcels, or that adds one or more additional Parcels, only needs to be executed by the Manager and the Owner(s) of the realty concerned, and shall set forth a metes and bounds description of the realty concerned; and

(b) any instrument effective as an amendment to this Declaration pursuant to which any Manager assigns its rights and duties under this Declaration to another Manager only needs to be executed by the existing Manager and the new Manager and, if the new Manager is an Owner, shall set forth a metes and bounds description of such Owner's Parcel.



Unless under the foregoing provisions of this Paragraph 12 it is a necessary party to the amendment in question, no other person holding an interest in or occupying any Parcel needs to execute an amendment to this Declaration in order to make such amendment in all respects effective, valid, binding and enforceable; provided, however, that no amendment to this Declaration shall affect the rights of any Mortgagee holding a Mortgage that constitutes a lien on the realty directly involved in such amendment (if such lien is recorded prior to the recordation of such amendment) unless such Mortgagee consents to such amendment in writing.

16. Counterparts. For the convenience of the parties, this Fourth Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. Counterpart signature pages for each separate counterpart may be assembled and attached to one original Fourth Amendment, which may then be recorded as one instrument.

17. Successors and Assigns. This Fourth Amendment (a) shall be binding upon, and shall inure to the benefit of, the signing Parties, their successors and assigns; and (b) shall be binding upon all other persons and entities having an interest in the Center.

18. Effect of Amendment. Except as modified by this Fourth Amendment, the Declaration (which includes the Original Declaration, the First Amendment, the Second Amendment, and the Third Amendment) shall remain in full force and effect. In the event of any conflict between the terms of the Declaration and this Fourth Amendment, this Fourth Amendment shall control.

**[End of Fourth Amendment, except for the counterpart signature pages and Exhibit "A", which follow.]**

**Counterpart Signature Page**  
to  
**Fourth Amendment to Declaration**  
**of Easements, Covenants and Restrictions**  
**(Cottonwood Corporate Center)**

THIS COUNTERPART SIGNATURE PAGE is attached to and forms a part of that certain Fourth Amendment to Declaration of Easements, Covenants and Restrictions (the "Fourth Amendment"), dated effective November 12th 1998, relating to the Cottonwood Corporate Center in Salt Lake County, Utah. All of the capitalized terms used in this counterpart signature page shall have the meanings given such terms in the Fourth Amendment.

THE UNDERSIGNED, as either the Owner of a Parcel or a Mortgagee holding a Mortgage, hereby (1) joins in and consents to the Fourth Amendment; (2) consents to the recordation of the Fourth Amendment in the official records of the Salt Lake County Recorder; and (3) acknowledges that its interest in the Center shall be subject and subordinate to the provisions of the Declaration, as amended by the Fourth Amendment, in the same manner and as fully as if its interest had been created or acquired subsequent to the date of recordation of the Fourth Amendment; provided, however, that this joinder and consent shall not be deemed in any way to alter the priority of interests in the Center among any of the Parties to the Fourth Amendment.

THE UNDERSIGNED has executed this Counterpart Signature Page on the date set forth below, to be effective as of the date first set forth above.

WALLNET INVESTMENTS, L.C.,  
a Utah limited liability company, by its  
manager, Cottonwood Corporate Center, L.L.C.,  
a Utah limited liability company

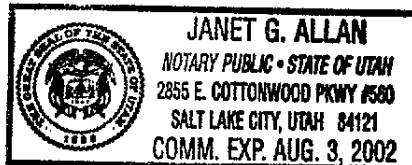
By: *John West*  
Its: *manager*

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

The foregoing instrument was acknowledged before me this 2 day of September, 1998, by John L. West, as manager of Cottonwood Corporate Center, L.L.C., a Utah limited liability company, manager of WALLNET INVESTMENTS, L.C., a Utah limited liability company.

My Commission Expires:  
8/3/02

*Janet G. Allan*  
Notary Public  
Residing at: *Salt Lake County*



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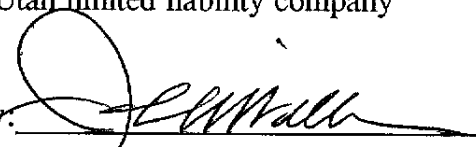
**Counterpart Signature Page**  
to  
**Fourth Amendment to Declaration  
of Easements, Covenants and Restrictions  
(Cottonwood Corporate Center)**

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THE UNDERSIGNED, as either the Owner of a Parcel or a Mortgagee holding a Mortgage, hereby (1) joins in and consents to the Fourth Amendment; (2) consents to the recordation of the Fourth Amendment in the official records of the Salt Lake County Recorder; and (3) acknowledges that its interest in the Center shall be subject and subordinate to the provisions of the Declaration, as amended by the Fourth Amendment, in the same manner and as fully as if its interest had been created or acquired subsequent to the date of recordation of the Fourth Amendment; provided, however, that this joinder and consent shall not be deemed in any way to alter the priority of interests in the Center among any of the Parties to the Fourth Amendment.

THE UNDERSIGNED has executed this Counterpart Signature Page on the date set forth below, to be effective as of the date first set forth above.

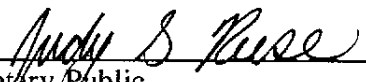
MARKET STREET COTTONWOODS, L.L.C.,  
a Utah limited liability company

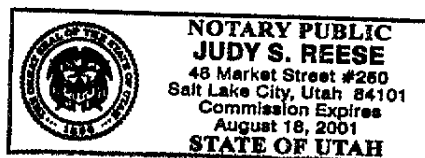
By:   
Its: Manager

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

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of September, 1998, by John W. Williams, as Manager of MARKET STREET COTTONWOODS, L.L.C., a Utah limited liability company.

My Commission Expires:  
8/18/2001

  
Notary Public  
Residing at: SALT LAKE CITY



BK8160PG1209


**Counterpart Signature Page**  
to  
**Fourth Amendment to Declaration**  
**of Easements, Covenants and Restrictions**  
**(Cottonwood Corporate Center)**

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THE UNDERSIGNED has executed this Counterpart Signature Page on the date set forth below, to be effective as of the date first set forth above.


RBCSU REALTY, LLC,  
a Utah limited liability company

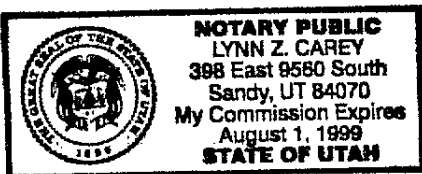
By:   
Its: President

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

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of September, 1998, by JED Pitcher, as President of RBCSU REALTY, LLC, a Utah limited liability company.

My Commission Expires:  
9-1-99

  
Notary Public  
Residing at: SANDY, UTAH



BK 8160 PG 1210

**Counterpart Signature Page**  
to  
**Fourth Amendment to Declaration  
of Easements, Covenants and Restrictions  
(Cottonwood Corporate Center)**

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THE UNDERSIGNED has executed this Counterpart Signature Page on the date set forth below, to be effective as of the date first set forth above.

2825 E. COTTONWOOD PARKWAY, L.C.,  
a Utah limited liability company, by its manager,  
Cottonwood Corporate Center, L.L.C., a Utah  
limited liability company

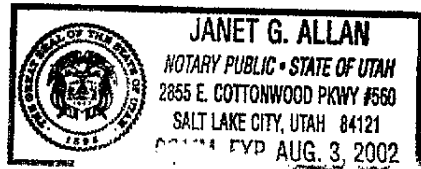
By: *John L. West*  
Its: *manager*

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

The foregoing instrument was acknowledged before me this 2 day of September, 1998, by John L. West, as manager of Cottonwood Corporate Center, L.L.C., a Utah limited liability company, manager of 2825 E. COTTONWOOD PARKWAY, L.C., a Utah limited liability company.

My Commission Expires:  
8/3/02

*Janet G. Allan*  
Notary Public  
Residing at: *Salt Lake County*



BK8160PG1211

**Counterpart Signature Page**  
to  
**Fourth Amendment to Declaration**  
**of Easements, Covenants and Restrictions**  
**(Cottonwood Corporate Center)**

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2855 E. COTTONWOOD PARKWAY, L.C.,  
a Utah limited liability company, by its manager,  
Cottonwood Corporate Center, L.L.C.,  
a Utah limited liability company

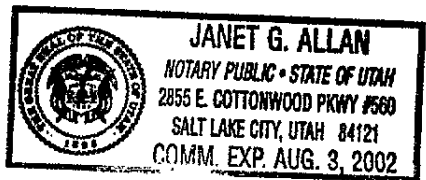
By: *John L. West*  
Its: *manager*

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

The foregoing instrument was acknowledged before me this 2 day of September, 1998, by John L. West, as Manager of Cottonwood Corporate Center, L.L.C., a Utah limited liability company, manager of 2855 E. COTTONWOOD PARKWAY, L.C., a Utah limited liability company.

My Commission Expires:  
8/3/02

*Janet G. Allan*  
Notary Public  
Residing at: *Salt Lake County*



BK 8160 PG 1212

**Counterpart Signature Page**  
to  
**Fourth Amendment to Declaration**  
**of Easements, Covenants and Restrictions**  
**(Cottonwood Corporate Center)**

THIS COUNTERPART SIGNATURE PAGE is attached to and forms a part of that certain Fourth Amendment to Declaration of Easements, Covenants and Restrictions (the "Fourth Amendment"), dated effective November 12 1998, relating to the Cottonwood Corporate Center in Salt Lake County, Utah. All of the capitalized terms used in this counterpart signature page shall have the meanings given such terms in the Fourth Amendment.

THE UNDERSIGNED, as either the Owner of a Parcel or a Mortgagee holding a Mortgage, hereby (1) joins in and consents to the Fourth Amendment; (2) consents to the recordation of the Fourth Amendment in the official records of the Salt Lake County Recorder; and (3) acknowledges that its interest in the Center shall be subject and subordinate to the provisions of the Declaration, as amended by the Fourth Amendment, in the same manner and as fully as if its interest had been created or acquired subsequent to the date of recordation of the Fourth Amendment; provided, however, that this joinder and consent shall not be deemed in any way to alter the priority of interests in the Center among any of the Parties to the Fourth Amendment.

THE UNDERSIGNED has executed this Counterpart Signature Page on the date set forth below, to be effective as of the date first set forth above.

2795 E. COTTONWOOD PARKWAY, L.C.,  
a Utah limited liability company, by its manager,  
Cottonwood Partners Management, Ltd.,  
a Utah limited partnership, by its general  
partner, CotNet Management, Inc., a Utah  
corporation

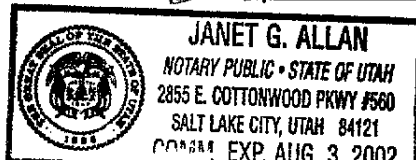
By: *John L. West*  
Its: *President*

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

The foregoing instrument was acknowledged before me this 2 day of September, 1998, by John L. West, as President of CotNet Management, Inc., a Utah corporation, the general partner of Cottonwood Partners Management, Ltd., a Utah limited partnership, the manager of 2795 E. COTTONWOOD PARKWAY, L.C., a Utah limited liability company.

My Commission Expires:  
8/3/02

*Janet G. Allan*  
Notary Public  
Residing at: *Salt Lake County*



BK8160PG1213

**Counterpart Signature Page**  
to  
**Fourth Amendment to Declaration**  
**of Easements, Covenants and Restrictions**  
**(Cottonwood Corporate Center)**

THIS COUNTERPART SIGNATURE PAGE is attached to and forms a part of that certain Fourth Amendment to Declaration of Easements, Covenants and Restrictions (the "Fourth Amendment"), dated effective November 12 1998, relating to the Cottonwood Corporate Center in Salt Lake County, Utah. All of the capitalized terms used in this counterpart signature page shall have the meanings given such terms in the Fourth Amendment.

THE UNDERSIGNED, as either the Owner of a Parcel or a Mortgagee holding a Mortgage, hereby (1) joins in and consents to the Fourth Amendment; (2) consents to the recordation of the Fourth Amendment in the official records of the Salt Lake County Recorder; and (3) acknowledges that its interest in the Center shall be subject and subordinate to the provisions of the Declaration, as amended by the Fourth Amendment, in the same manner and as fully as if its interest had been created or acquired subsequent to the date of recordation of the Fourth Amendment; provided, however, that this joinder and consent shall not be deemed in any way to alter the priority of interests in the Center among any of the Parties to the Fourth Amendment.

THE UNDERSIGNED has executed this Counterpart Signature Page on the date set forth below, to be effective as of the date first set forth above.

REGENCE BLUECROSS BLUESHIELD  
OF UTAH, a Utah nonprofit corporation

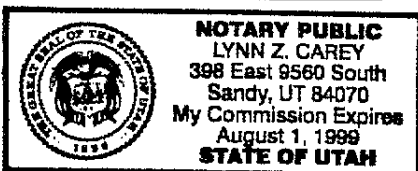
By: [Signature]  
Its: CHAIRMAN OF THE BOARD, Chief EXECUTIVE OFFICER, AND PRESIDENT

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

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of September, 1998, by JED PITCHER, as CHAIRMAN OF THE BOARD, CEO, & PRESIDENT of Regence BlueCross BlueShield of Utah, a Utah nonprofit corporation.

My Commission Expires:  
9-1-99

[Signature]  
Notary Public  
Residing at: SANDY, UTAH



BK8160PG1214



**Counterpart Signature Page  
to  
Fourth Amendment to Declaration  
of Easements, Covenants and Restrictions  
(Cottonwood Corporate Center)**

THIS COUNTERPART SIGNATURE PAGE is attached to and forms a part of that certain Fourth Amendment to Declaration of Easements, Covenants and Restrictions (the "Fourth Amendment"), dated effective November 12 1998, relating to the Cottonwood Corporate Center in Salt Lake County, Utah. All of the capitalized terms used in this counterpart signature page shall have the meanings given such terms in the Fourth Amendment.

THE UNDERSIGNED, as either the Owner of a Parcel or a Mortgagee holding a Mortgage, hereby (1) joins in and consents to the Fourth Amendment; (2) consents to the recordation of the Fourth Amendment in the official records of the Salt Lake County Recorder; and (3) acknowledges that its interest in the Center shall be subject and subordinate to the provisions of the Declaration, as amended by the Fourth Amendment, in the same manner and as fully as if its interest had been created or acquired subsequent to the date of recordation of the Fourth Amendment; provided, however, that this joinder and consent shall not be deemed in any way to alter the priority of interests in the Center among any of the Parties to the Fourth Amendment.

THE UNDERSIGNED has executed this Counterpart Signature Page on the date set forth below, to be effective as of the date first set forth above.

THE SAVAGE COMPANIES, a Utah corporation

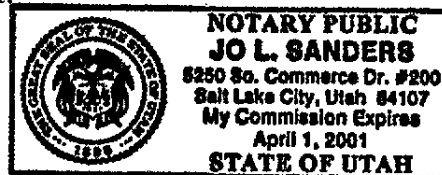
By: *H. Benson Lewis*  
Its: *Exec. V.P.*

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

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of September, 1998, by H. Benson Lewis, as Exec. V.P. of THE SAVAGE COMPANIES, a Utah corporation.

*J. L. Sanders*  
Notary Public  
Residing at:

My Commission Expires:  
\_\_\_\_\_



BK8150PG1215


**Counterpart Signature Page**  
**to**  
**Fourth Amendment to Declaration**  
**of Easements, Covenants and Restrictions**  
**(Cottonwood Corporate Center)**

THIS COUNTERPART SIGNATURE PAGE is attached to and forms a part of that certain Fourth Amendment to Declaration of Easements, Covenants and Restrictions (the "Fourth Amendment"), dated effective November 12 1998, relating to the Cottonwood Corporate Center in Salt Lake County, Utah. All of the capitalized terms used in this counterpart signature page shall have the meanings given such terms in the Fourth Amendment.

THE UNDERSIGNED, as either the Owner of a Parcel or a Mortgagee holding a Mortgage, hereby (1) joins in and consents to the Fourth Amendment; (2) consents to the recordation of the Fourth Amendment in the official records of the Salt Lake County Recorder; and (3) acknowledges that its interest in the Center shall be subject and subordinate to the provisions of the Declaration, as amended by the Fourth Amendment, in the same manner and as fully as if its interest had been created or acquired subsequent to the date of recordation of the Fourth Amendment; provided, however, that this joinder and consent shall not be deemed in any way to alter the priority of interests in the Center among any of the Parties to the Fourth Amendment.

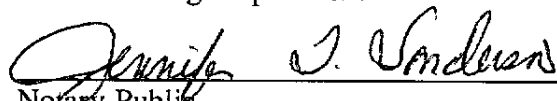
THE UNDERSIGNED has executed this Counterpart Signature Page on the date set forth below, to be effective as of the date first set forth above.

ZIONS FIRST NATIONAL BANK,  
a national banking association

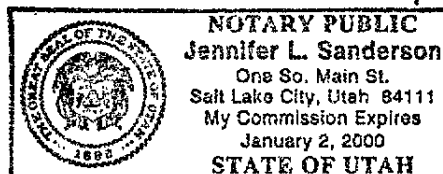
By:   
Its: Vice President

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

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of Sept., 1998, by MICHAEL R. BROUGH, as U.P. of ZIONS FIRST NATIONAL BANK, a national banking corporation.

  
Notary Public  
Residing at: ONE S. MAIN ST.  
S.L.C., UT 84111

My Commission Expires:  
1/2/2000



BK8160PG1216

**Counterpart Signature Page  
to  
Fourth Amendment to Declaration  
of Easements, Covenants and Restrictions  
(Cottonwood Corporate Center)**

THIS COUNTERPART SIGNATURE PAGE is attached to and forms a part of that certain Fourth Amendment to Declaration of Easements, Covenants and Restrictions (the "Fourth Amendment"), dated effective November 12 1998, relating to the Cottonwood Corporate Center in Salt Lake County, Utah. All of the capitalized terms used in this counterpart signature page shall have the meanings given such terms in the Fourth Amendment.

THE UNDERSIGNED, as either the Owner of a Parcel or a Mortgagee holding a Mortgage, hereby (1) joins in and consents to the Fourth Amendment; (2) consents to the recordation of the Fourth Amendment in the official records of the Salt Lake County Recorder; and (3) acknowledges that its interest in the Center shall be subject and subordinate to the provisions of the Declaration, as amended by the Fourth Amendment, in the same manner and as fully as if its interest had been created or acquired subsequent to the date of recordation of the Fourth Amendment; provided, however, that this joinder and consent shall not be deemed in any way to alter the priority of interests in the Center among any of the Parties to the Fourth Amendment.

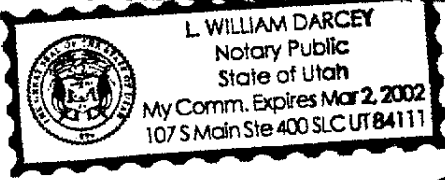
THE UNDERSIGNED has executed this Counterpart Signature Page on the date set forth below, to be effective as of the date first set forth above.

U.S. BANK NATIONAL ASSOCIATION

By: *Alvin Bowen*  
Its: *Vice President*

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

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of SCOTLAND, 1998, by ROBERT BOWEN as VICE PRESIDENT of U.S. BANK NATIONAL ASSOCIATION.



*[Signature]*  
Notary Public  
Residing at: SALT LAKE COUNTY

My Commission Expires:  
3-2-2002

BK8160PG1217



**Exhibit A**  
**to**  
**Fourth Amendment**  
**to**  
**Declaration of Easements, Covenants and Restrictions**  
**Legal Description of Parcels of Land Included within Center**  
**(Attached)**

**\*COTTONWOOD CORPORATE CENTER BLUE CROSS PARCEL\*:**

BEGINNING at a point which is East along the North line of MILL HOLLOW ESTATES PLAT "F" SUBDIVISION 783.14 feet and North 0°10'47" East 12.50 feet from the West Quarter Corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°10'47" East 190.04 feet; thence South 89°49'13" East 29.54 feet; thence North 0°10'47" East 283.28 feet to a point on a 835.00 foot radius curve to the left, the chord of which bears North 69°24'23" East; thence Northeasterly along the arc of said curve and through a central angle of 28°39'18" a distance of 417.60 feet to a point of tangency; thence North 55°04'44" East 161.13 feet to a point of a 210.00 foot radius curve to the right, the chord of which bears South 81°12'57" East; thence Easterly along the arc of said curve and through a central angle of 87°24'39" a distance of 320.38 feet to a point of tangency; thence South 37°30'37" East 388.28 feet to a point of a 330.00 foot radius curve to the left, the chord of which bears South 57°30'40" East; thence Southeasterly along the arc of said curve and through a central angle of 40°00'07" a distance of 230.39 feet to a point of tangency; thence South 77°30'44" East 242.40 feet to the West Right-of-Way line of 3000 East Street; thence South 12°27'22" West along said West line 91.96 feet to the North line of the OVERLOOK AT OLD MILL SUBDIVISION, according to the official plat thereof recorded in Book "95-3P" of Plats at Page 59 in the office of the Salt Lake County Recorder; thence North 77°33'15" West along said North line 398.41 feet to a point of a 500.00 foot radius curve to the right, the chord of which bears North 73°27'44" West; thence Northwesterly along the arc of said curve and North line and through a central angle of 8°11'01" a distance of 71.42 feet to a point of tangency; thence North 69°22'14" West along said North line 23.43 feet to a point of a 350.00 foot radius curve to the left, the chord of which bears North 79°51'37" West; thence Northwesterly along said curve and North line and through a central angle of 20°58'39" a distance of 128.14 feet to a point of tangency; thence South 89°39'07" West along said North line 318.87 feet to the Northwest corner of the OVERLOOK AT OLD MILL SUBDIVISION; thence South 0°18'29" East along the West line of said Subdivision 229.97 feet; thence West 558.00 feet to the point of BEGINNING.

**\*COTTONWOOD CORPORATE CENTER COUNTY PARCEL-BLUE CROSS PORTION\*:**

BEGINNING at a point East along the Section Line 783.14 feet from the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence East along the North line of MILL HOLLOW ESTATES PLAT "F", as recorded with the Salt Lake County Recorder, 558.11 feet to the West line of THE OVERLOOK AT OLD MILL SUBDIVISION as recorded with the Salt Lake County Recorder; thence North 0°18'29" West along said West line 12.50 feet; thence West 558.00 feet; thence South 0°10'47" West 12.50 feet to the point of BEGINNING.

**"COTTONWOOD CORPORATE CENTER HOTEL PARCEL"**

BEGINNING at a point North 0°08'51" East along the Section line 668.71 feet and East 1995.31 feet from the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 10°59'32" West 143.47 feet to a point on the Northerly line of the certain "PARCEL 2" conveyed to WALLNET INVESTMENTS, L.C., a Utah limited liability company, in that certain Special Warranty Deed recorded May 8, 1995 as Entry No. 6075837 in Book 7147 at Pages 232-237, inclusive, of the Official Records of the Salt Lake County Recorder (hereinafter "the Official Records"); thence South 89°02'01" East along said Northerly line 441.80 feet to the West right-of-way line of 3000 East Street (as widened); thence South 12°27'20" West along said West line 237.79 feet; thence South 19°17'57" West along said West line 100.71 feet; thence South 12°27'20" West along said West line 240.83 feet; thence South 77°30'44" East along said West line 17.50 feet to the existing West right-of-way line of said 3000 East Street; thence South 12°27'20" West along said West line 39.50 feet to the Northerly line of the land conveyed to BLUE CROSS AND BLUE SHIELD OF UTAH, a Utah corporation, in that certain Special Warranty Deed recorded January 17, 1996 as Entry No. 6259077 in Book 7311 at Page 849 of the Official Records; thence North 77°30'44" West along said Northerly line 214.972 feet; thence North 42°42'26" East 164.67 feet; thence North 49°55'31" West 50.660 feet; thence North 60°00'00" West 32.21 feet; thence North 50°00'00" West 95.00 feet; thence North 20°59'32" West 62.73 feet; thence North 10°59'32" West 138.07 feet to the point of BEGINNING.

**"COTTONWOOD CORPORATE CENTER RESTAURANT PARCEL":**

BEGINNING at a point which is North 00°08'51" East 540.34 feet along the Section line and East 1725.01 feet from the West Quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being on the Northerly line of the land conveyed to BLUE CROSS AND BLUE SHIELD OF UTAH, a Utah corporation, in that certain Special Warranty Deed recorded January 17, 1996 as Entry No. 6259077 in Book 7311 at Page 849 of the Official Records of the Salt Lake County Recorder, and running thence North 52°29'23" East 86.73 feet; thence North 79°12'42" East 119.00 feet; thence North 57°53'55" East 100.26 feet to a point on the centerline of Big Cottonwood Creek; thence along said centerline the following five (5) courses: South 10°59'32" East 138.07 feet, South 20°59'32" East 62.73 feet, South 50°00'00" East 95.00 feet, South 60°00'00" East 32.21 feet, and South 49°55'31" East 50.66 feet; thence leaving said creek centerline South 42°42'26" West 164.67 feet to a point on the centerline of Cottonwood Parkway (a private road), said centerline being the Northerly line of the aforementioned BLUE CROSS AND BLUE SHIELD OF UTAH property; thence along the centerline of said Cottonwood Parkway the following three (3) courses: North 77°30'44" West 27.42 feet to a point on a 330.00 foot radius curve to the right (radius bears North 12°29'16" East), thence along said curve 230.39 feet, thence North 37°30'37" West 213.48 feet to the point of BEGINNING.

**"COTTONWOOD CORPORATE CENTER PC PARCEL":**

BEGINNING at a point North 0°08'51" East along the Section line 811.52 feet and East 1619.84 feet from the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 23°06'28" East 43.18 feet; thence South 32°58'49" East 142.92 feet; thence South 53°11'50" East 98.08 feet; thence South 52°29'23" West 86.73 feet; thence North 37°30'37" West 174.80 feet to a point on a 210.00 foot radius curve to the left, the center of which bears South 52°29'23" West; thence northwesterly along said curve to the left through a central angle of 19°34'32" a distance of 71.75 feet; thence North 32°54'51" East 100.16 feet to the point of BEGINNING.

**"COTTONWOOD CORPORATE CENTER PARCEL 5":**

BEGINNING at a point North 0°08'51" East along the Section line 12.50 feet and East 537.54 feet from the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°10'47" East 468.81 feet; thence South 89°49'13" East 181.40 feet to a point on a 835.00 foot radius curve to the left the center of which bears North 0°10'47" East; thence Northeasterly along said curve to the left through a central angle of 6°26'45" a distance of 93.94 feet; thence South 0°10'47" West 283.28 feet; thence North 89°49'13" West 29.54 feet; thence South 0°10'47" West 190.04 feet; thence West 245.61 feet to the point of BEGINNING.

**"COTTONWOOD CORPORATE CENTER PARCEL 6":**

BEGINNING at a point North 0°08'51" East along the Section line 12.50 feet and East 274.72 feet from the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°10'47" East 469.64 feet; thence South 89°49'13" East 262.82 feet; thence South 0°10'47" West 468.81 feet; thence West 262.82 feet to the point of BEGINNING.

**"COTTONWOOD CORPORATE CENTER PARCEL 7":**

BEGINNING at a point North 0°08'51" East along the Section line 12.50 feet and East 12.50 feet from the West quarter corner of Section 23, Township 2 South Range 1 East, Salt Lake Base and Meridian, and running thence North 0°08'51" East 470.46 feet; thence South 89°49'13" East 262.49 feet; thence South 0°10'47" West 469.64 feet; thence West 262.22 feet to the point of BEGINNING.

**"COTTONWOOD CORPORATE CENTER COUNTY PARCEL-PARCELS 5, 6 AND 7 PORTION":**

BEGINNING at the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running North 0°08'51" East along the Section line 483.00 feet; thence South 89°49'13" East 12.50 feet; thence South 0°08'51" West 470.46 feet; thence East 770.647 feet; thence South 0°10'47" West 12.50 feet; thence West 783.14 feet along the North line of MILL HOLLOW ESTATES PLAT "F" as recorded with the Salt Lake County Recorder, and along the quarter Section line to the point of BEGINNING.



"COTTONWOOD CORPORATE CENTER PARCEL 8":  
BEGINNING at a point North 0°08'51" East along the Section line 483.00 feet and South 89°49'13" East 12.50 feet from the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°08'51" East 425.80 feet; thence North 89°04'36" East 439.06 feet; thence South 0°10'47" West 177.00 feet; thence North 89°49'13" West 4.29 feet; thence South 0°10'47" West 257.25 feet; thence North 89°49'13" West 434.45 feet to the point of BEGINNING.

"COTTONWOOD CORPORATE CENTER PARCEL 8A":  
BEGINNING at a point on the South right-of-way line of I-215 North 0°08'51" East along the Section line 908.56 feet and North 89°04'36" East 66.62 feet from the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89°04'36" East 384.93 feet; thence North 0°10'47" East 39.98 feet to said South right-of-way line and a point on a 2076.90 foot radius curve to the right, the center of which bears North 12°11'50" West; thence southwesterly along said South right-of-way line and said curve to the right through a central angle of 10°42'48" a distance of 388.34 feet to the point of BEGINNING.

"COTTONWOOD CORPORATE CENTER COUNTY PARCEL-PARCEL 8 PORTION":  
BEGINNING at a point North 0°08'51" East along the Section line 483.00 feet from the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°08'51" East along the Section line 425.56 feet; thence North 89°04'36" East 12.50 feet; thence South 0°08'51" West 425.80 feet; thence North 89°49'13" West 12.50 feet to the point of BEGINNING.

"COTTONWOOD CORPORATE CENTER PARCEL 9":  
BEGINNING at a point North 0°08'51" East along the Section line 908.560 feet and North 89°04'36" East 451.56 feet from the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89°04'36" East 251.20 feet; thence South 0°03'29" West 169.090 feet; thence South 89°49'14" East 16.454 feet to a point on a 565.000 foot radius curve to the left the center of which bears North 0°10'47" East; thence northeasterly along said curve to the left through a central angle of 4°38'05" a distance of 45.704 feet; thence South 4°27'18" East 269.999 feet to a point on a 835.000 foot radius curve to the right the center of which bears North 4°27'18" West; thence South along said curve to the right through a central angle of 4°38'05" a distance of 67.544 feet; thence North 89°49'13" West 272.26 feet; thence North 0°10'47" East 257.25 feet; thence South 89°49'13" East 4.29 feet; thence North 0°10'47" East 177.00 feet to the point of BEGINNING.

"COTTONWOOD CORPORATE CENTER PARCEL 9A":  
BEGINNING at a point North 0°08'51" East along the Section line 908.560 feet and North 89°04'36" East 451.56 feet from the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°10'47" East 39.98 feet to a point on a 2076.900 foot radius curve to the left, the center of which bears North 12°11'50" West; thence northeasterly along said curve to the left through a central angle of 7°12'19" a distance of 261.18 feet; thence South 0°03'29" West 107.004 feet; thence South 89°04'36" West 251.20 feet to the point of BEGINNING.

**"COTTONWOOD CORPORATE CENTER PARCEL 10-:**

BEGINNING at a point North 0°08'51" East along the Section line 908.560 feet and North 89°04'36" East 702.762 feet from the West Quarter Corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89°04'36" East 38.068 feet; thence North 55°02'48" East 206.850 feet; thence South 34°55'16" East 499.581 feet to a point on a 835.000 foot radius curve to the right, the center of which bears North 34°42'55" West; thence Southwesterly along said curve to the right, through a central angle of 30°15'37", a distance of 440.996 feet; thence North 4°27'18" West 269.999 feet to a point on a 565.000 foot radius curve to the right, the center of which bears North 4°27'18" West; thence South along said curve to the right, through a central angle of 4°38'05", a distance of 45.704 feet; thence North 89°49'14" West 16.454 feet; thence North 0°03'29" East 169.090 feet to the point of BEGINNING.

**"COTTONWOOD CORPORATE CENTER PARCEL 10A":**

BEGINNING at a point North 0°08'51" East along the Section line 908.560 feet and North 89°04'36" East 702.762 feet from the West Quarter Corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°03'29" East 107.004 feet to a point on a 2076.900 foot radius curve to the left, the center of which bears North 19°24'09" West; thence Northeasterly along said curve to the left, through a central angle of 5°00'54", a distance of 181.792 feet; thence South 34°55'16" East 67.929 feet; thence South 55°02'48" West 206.850 feet; thence South 89°04'36" West 38.068 feet to the point of BEGINNING.

**"COTTONWOOD CORPORATE CENTER PARCEL 11\*:**

BEGINNING at a point which is North 0°08'51" East along the Quarter Section line 908.56 feet and North 89°04'36" East 740.83 feet and North 55°02'48" East 206.85 feet from the West Quarter Corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 55°02'48" East 393.09 feet; thence South 31°38'01" East 111.32 feet; thence South 70°30'09" East 57.70 feet; thence South 34°39'50" East 284.29 feet; thence South 11°06'23" East 28.44 feet; thence South 42°36'15" East 63.15 feet; thence South 64°43'27" East 71.26 feet; thence South 32°54'51" West 100.16 feet to a point on a 210.00 foot radius curve to the left, the chord of which bears South 88°59'48" West; thence westerly along said curve through a central angle of 67°50'08" a distance of 248.63 feet; thence South 55°04'44" West 161.13 feet to a point of a 835.00 foot radius curve to the right, the chord of which bears South 55°10'54" West; thence Southwesterly along said curve through a central angle of 0°12'21" a distance of 3.00 feet; thence North 34°55'16" West 499.58 feet to the point of BEGINNING.

**"COTTONWOOD CORPORATE CENTER PARCEL 11A\*:**

BEGINNING at a point which is North 0°08'51" East along the section line 908.56 feet and North 89°04'36" East 740.83 feet and North 55°02'48" East 206.85 feet from the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 34°55'16" West 67.93 feet to a point on the South right-of-way line of I-215 and a point on a 2076.90 foot radius curve to the left, the chord of which bears North 62°36'26" East; thence northeasterly along said South line and curve through a central angle of 5°57'01" a distance of 215.69 feet; thence North 67°29'16" East along said South line 183.64 feet; thence South 55°02'48" West 393.09 feet to the point of BEGINNING.