

AFTER RECORDING, PLEASE RETURN TO:

James M. Ferguson  
448 East 6400 South #350  
Murray, Utah 84107

6270469  
01/31/96 4:36 PM 68-00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
REC BY: B GRAY DEPUTY - WI

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (the "Declaration"), dated as of the 31<sup>st</sup> day of JANUARY, 1996, is executed by the parties described on the signature page of this Declaration as the "Tract One Owners" and JAMES M. FERGUSON (the "Tract Two Owner"). [The Tract One Owners and the Tract Two Owner are sometimes referred to collectively in this Declaration as the "Declarants."]

RECITALS:

A. Declarants own, and have developed on, the following tracts of real property located in Salt Lake County, State of Utah:

- (1) The Tract One Owners hold title to the real property and improvements the legal description of which is set forth on the attached Exhibit "A" ("Tract One").
- (2) The Tract Two Owner holds title to the real property and improvements the legal description of which is set forth on the attached Exhibit "B" ("Tract Two").

B. Declarants desires to establish reciprocal non-exclusive parking rights on Tract One and Tract Two and reciprocal rights of ingress and egress limited to the use of such nonexclusive parking rights, all on the terms and conditions set forth in this Declaration.

NOW, THEREFORE, for the foregoing purposes, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarants hereby make the following declarations, create the following easements and establish the following covenants all of which apply to, bind, affect and run with title to each Tract.

1. Definitions. Certain terms are defined above in this Declaration. In addition, the following terms shall have the meanings indicated.

- (a) "Access Areas" means, with respect to either Tract, the areas on that Tract used as traffic lanes, driveways, sidewalks, walkways or similar areas for ingress and egress of vehicles and pedestrians, but does not include any land covered by a Building or Related Improvement.

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(b) "Benefitted Parties" means with respect to a Tract, the Owner of such Tract and the Occupants of such Tract and their respective employees, customers, guests and invitees.

(c) "Building or Related Improvement" means a building or other principal structure on a Tract intended for use or occupancy by an Owner or Occupant of said Tract, including, without limitation, all extensions or projections thereof, all structures or facilities accessory or integral thereto, and any garages, platforms or docks, storage tanks, canopies or overhangs, porches, enclosed malls, and similar items.

(d) "Exclusive Parking Space" means any parking space which is designated for exclusive use by an Owner or Occupant of a Tract or their respective employees, guests, customers, and invitees pursuant to Section 7 of this Declaration.

(e) "Governmental Authorities" means all governmental or quasi-governmental units, commissions, councils, boards, agencies, staffs or similar bodies having jurisdiction over a Tract or its use, operation, maintenance or development.

(f) "Improvements" means all improvements, of whatever kind or character, to the Access Areas and Parking Areas on a Tract, including, without limitation, any landscaping, driveways, walkways, exterior lighting, striping, curbs, retaining walls, screening walls and signs.

(g) "Mortgage" means a recorded mortgage, deed of trust or other security agreement creating a lien on any Tract or portion of a Tract.

(h) "Mortgagee" means the mortgagee, beneficiary or other secured party under a Mortgage.

(i) "Occupant" means any party that, by virtue of a contract to purchase, a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use any Tract or portion of any Tract.

(j) "Owner" means the Person that, at the time concerned, is the owner of record in the office of the County Recorder of Salt Lake County, Utah of a fee or an undivided fee interest in any Tract or portion of any Tract. In the event there is more than one Owner of the Tract involved at the time concerned, the liability of each such Owner for performance or compliance with the applicable provisions of this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgagee, beneficiary, trustee or other secured party unless and until such party has acquired fee title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof.

(k) "Parking Areas" means the areas on each Tract designated by the Owner of the Tract as a location on which to park vehicles.

(l) "Person" means a natural person or a legal entity.

(m) "Tract" means Tract Two or Tract One.

(n) "Tracts" means Tract Two and Tract One.

2. Grant of Easements Benefitting Tract One. The Tract Two Owner hereby creates the following easements appurtenant to Tract One for the benefit of the Benefitted Parties of Tract One:

(a) Non-exclusive easements across the sidewalks or walkways on Tract Two.

(b) Non-exclusive easements appurtenant to Tract One across the Access Areas on Tract Two for the purpose of furnishing access and the right of access to the Parking Areas on Tract One for the vehicles of the Benefitted Parties of Tract One.

(c) The non-exclusive right to use the Parking Areas on Tract Two which do not constitute Exclusive Parking Spaces, subject to rules and regulations promulgated by the Owner of Tract Two.

The foregoing non-exclusive easements may only be used to such extent as may be reasonably related to the use of the Tract One for commercial and office purposes.

3. Grant of Easements Benefitting Tract Two. The Tract One Owner hereby creates the following easements appurtenant to Tract Two for the benefit of the Benefitted Parties of Tract Two:

(a) Non-exclusive easements across the sidewalks or walkways on Tract One.

(b) Non-exclusive easements appurtenant to Tract Two across the Access Areas on Tract One for the purpose of furnishing access and the right of access to the Parking Areas on Tract Two for the vehicles of the Benefitted Parties of Tract Two.

(c) The non-exclusive right to use the Parking Areas on Tract One which do not constitute Exclusive Parking Spaces, subject to rules and regulations promulgated by the Owner of Tract One.

The foregoing non-exclusive easements may only be used to such extent as may be reasonably related to the use of the Tract Two for commercial and office purposes.

4. Reservation of Rights by Declarant. Subject to the provisions of this Section, the Owners of a Tract shall be permitted to alter, relocate or change the configuration of the Access

Areas or Parking Areas and related Improvements on that Tract at any time and from time to time. The Owners proposing to make such alteration, relocation or change shall provide to the Owners of the other Tract written notice of, and conceptual plans for, the proposed alteration, relocation or other change not less than thirty (30) days before any work commences. Unless required by Governmental Authorities, the proposed alteration, relocation or other change shall not adversely impact the rights of the Benefitted Parties of the Other Tract pursuant to this Declaration. The Owners proposing to make such alteration, relocation or other change shall pay the entire cost of such alteration, relocation or change. The Owners proposing to make such alteration, relocation or change may not perform any work on, or stage any work from the other Tract without the consent of the Owners of the other Tract, which consent shall not be unreasonably withheld.

5. Prosecution of Construction. Once begun, construction of any Improvement shall be diligently prosecuted to completion. Construction of any Improvement shall be performed in a good and workmanlike manner.

6. Parking Areas. Each Tract shall contain such number of parking spaces as shall be required by Governmental Authorities with respect to the use of that Tract from time to time and no Owner shall rely on parking spaces located on a Tract not owned by it to comply with requirements of Governmental Authorities. The Parking Area on a Tract shall be paved with a surfacing material of asphalt, concrete, or other hard-surface paving material, shall be adequately striped or otherwise marked, and shall be graded in such a way as to assure adequate drainage. Access to individual parking spaces shall be from private driveways and not from public streets (i.e., cars shall not enter or exit parking stalls directly from public streets). No vehicles shall be parked on that portion of any public or dedicated street that abuts on a Tract unless the same is expressly permitted by Governmental Authorities having jurisdiction.

7. Designation of Exclusive Parking Spaces. At any time and from time to time, the Owner of either Tract may designate and earmark a portion of the parking spaces on the Tract it owns as being exclusively for the use of the Owner or Occupant of such Tract and their respective employees, guests, customers and invitees; provided, the Owner of a Tract may not designate or earmark more than five percent (5%) of the parking spaces on the Tract owned by it as Exclusive Parking Spaces. Designation of a parking space as an Exclusive Parking Space shall be made by providing written notice to the Owners of the other Tract that such space is so designated and by posting a sign in or adjacent to the parking space or otherwise clearly marking the parking space as being restricted to use by a specific Person or group of Persons. After designation and for so long as appropriately marked, the parking space or parking spaces designated as "Exclusive Parking Spaces" shall not be subject to the parking easements set forth in Sections 2(c) or 3(c) of this Declaration.

8. Maintenance. All Access Areas, Parking Areas and Improvements situated on a Tract shall be continuously maintained and kept clean and in good and attractive order, condition and repair by the Owners of such Tract. If the Owners of a Tract determine that the level of maintenance or orderliness of the Access Areas, Parking Areas and Improvements on the other Tract is not acceptable, it may give written notice of such determination to any Owner or

Occupant of such other Tract. If the necessary work is not performed within thirty (30) days after such notice, the Owner giving such notice may pursue or exercise any available right or remedy and, in addition, may perform the necessary work or arrange for such work to be performed. If the Owner giving such notice performs the work or arranges to have the work performed, the Owner of the Tract on which the work is performed shall be obligated to pay or reimburse the cost and expense incurred in performing such work together with interest on amounts advanced at the rate of ten percent (10%) per annum. Disputes between Owners arising pursuant to this Section shall be subject to arbitration pursuant to Section 9.

9. Arbitration. An Owner may submit a dispute arising this Declaration of this Declaration to binding arbitration pursuant to Utah Code Annotated, Section 78-31a-1 et seq. at any time following thirty (30) days after such Owner notifies the other Owner of its intent to submit the issue to arbitration. If the Owners cannot resolve the dispute during such thirty (30) day period or agree upon an arbitrator, an arbitrator shall be appointed pursuant to Utah Code Annotated, Section 78-31a-5; provided, the arbitrator so appointed shall, to the extent possible, possess expertise in the subject matter to be arbitrated.

10. Title and Mortgage Protection.

(a) No amendment to this Declaration shall in any way affect the rights of any Mortgagee that is in effect at the time of the amendment concerned or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consents in writing to such amendment.

(b) A breach of any of the covenants, provisions, or requirements of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in a Tract. A breach of any of the covenants, provisions, or requirements of this Declaration shall not defeat, impair or render invalid the lien of or other rights under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Declaration except the obligation to subordinate its lien or security interest to this Declaration.

11. Amendment or Termination: Duration of Declaration. This Declaration may be amended or terminated by, but only by, an instrument filed for record in the office of the County Recorder of Salt Lake County, Utah that is executed by all of the Owners of both Tracts. The term of this Declaration is perpetual; this Declaration shall be and remain in force and effect until terminated pursuant to this Section.

12. Covenants to Run with Land. This Declaration and the easements and covenants created by this Declaration are intended by the Declarants to be and shall constitute covenants

running with the land, and shall be binding upon and shall inure to the benefit of each Owner any other party who acquires or comes to have any interest in any Tract, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. This Declaration and all of the easements, covenants, provisions, and requirements hereof shall also inure to the benefit of each and each Person owning or occupying any portion of a Tract. Each Owner shall comply with, and all interests in all Tracts shall be subject to, the terms of this Declaration. By acquiring, in any way coming to have an interest in, or occupying a Tract, the party so acquiring, coming to have such interest in, or occupying a Tract, shall be deemed to have consented to, and shall be bound by, each and every provision of this Declaration.

13. Enforcement. The Owners of a Tract or any portion of a Tract shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Declaration. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration in the future. If any action is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Declaration (including, without limitation, an arbitration pursuant to Section 9) the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

14. Effective Date. This Declaration, any amendment or termination hereof, and any supplement hereto shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

15. Titles, Captions and References. All section titles or captions in this Declaration are for convenience only, shall not be deemed part of this Declaration and in no way define, limit, extend or describe the scope or intent of any provisions of this Declaration. When this Declaration refers to a Section by number or other designation, such reference shall be deemed to be to the correspondingly numbered Section of this Declaration unless the context clearly refers to another agreement, document or instrument.

16. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Declaration shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

17. Applicable Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules.

18. Counterparts. This Declaration may be executed in any number of counterparts or may be, where the same are not required, certified or otherwise delivered without the testimonium clause and signatures; each such counterpart of this Declaration shall be deemed

to be an original instrument, but all such counterparts together shall constitute but one agreement.

19. Interpretation. Whenever the context of this Declaration shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa.

20. Exhibits. All exhibits annexed to this Declaration and the documents to be delivered at or prior to the Closing are expressly made a part of this Declaration as fully as though completely set forth in this Declaration. All references to this Declaration, either in the Declaration itself or in any of such writings, shall deem to refer to and include this Declaration and all such exhibits and writings. Any breach of or default under any provisions of any of such writings shall, for all purposes, constitute a breach or default under this Declaration and all other such writings.

21. Time of Essence. Time is of the essence of this Declaration.

EXECUTED the day and year first above written.

"TRACT ONE OWNERS":

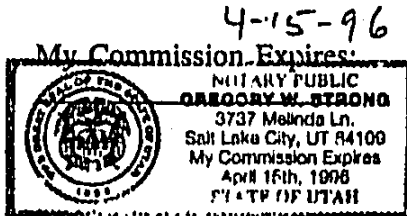
EDWIN PRAVER AND JOAN PRAVER,  
TRUSTEES OF THE EDWIN PRAVER AND JOAN  
PRAVER TRUST OF 1985 RESTATED

By *Joan Praver*  
By *Edwin Praver*  
Its: *Trustees*

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

On this 16<sup>th</sup> day of January, 1996, personally appeared before me EDWIN PRAVER AND JOAN PRAVER, TRUSTEES OF THE EDWIN PRAVER AND JOAN PRAVER TRUST OF 1985 RESTATED.

*Gregory W. Strong*  
NOTARY PUBLIC  
Residing at: *S.L. County*



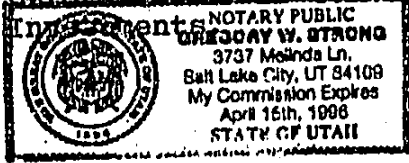
AMS-P002.CH

PRAVER BROS. INVESTMENTS

By: [Signature]  
Its: C.R.

STATE OF UTAH )  
COUNTY OF SALT LAKE )

On this 16th day of January, 1996, personally appeared  
before me EDWIN PRAVER, a general partner of Praver Bros.



[Signature]  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:  
4-15-96



ELKINS FAMILY TRUST DATED JUNE 18, 1991

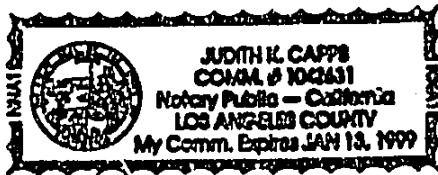
By [Signature]  
Its: TRUSTEE

STATE OF CALIFORNIA )  
  : SS.  
COUNTY OF LOS ANGELES )

On this 15<sup>th</sup> day of January, 1996, personally appeared before me  
STUART ELKINS, the Trustee of the ELKINS FAMILY  
TRUST DATED JUNE 18, 1991.

[Signature]  
NOTARY PUBLIC  
Residing at: Cypress, CA

My Commission Expires:  
1-13-99



ELKINS FAMILY TRUST DATED JUNE 18, 1991

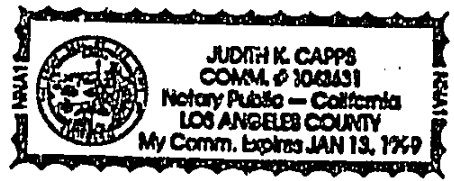
By Rochelle E. Elkins  
Its: Trustee

STATE OF California )  
COUNTY OF Los Angeles ) ss.

On this 15<sup>th</sup> day of January, 1996, personally appeared before me  
Rochelle Elkins, the Trustee of the ELKINS FAMILY  
TRUST DATED JUNE 18, 1991.

Judith K. Capps  
NOTARY PUBLIC  
Residing at: Cypress, CA

My Commission Expires:  
1-13-99



BK 7321 96 1793

BK 7321 96 1793

STANLEY PRAVER & MARIAN PRAVER TRUST  
OF 1985 RESTATED

By *Stanley Praver*  
Its: Trustee

STATE OF California )  
COUNTY OF Riverside ) : ss.

On this 10<sup>th</sup> day of January, 1996, personally appeared before me  
Stanley Praver, the CO-TRUSTEE of the STANLEY PRAVER  
& MARIAN PRAVER TRUST OF 1985 RESTATED.

*Francine Gutierrez*  
NOTARY PUBLIC

My Commission Expires:  
JANUARY 11, 1999

Residing at: 82 MAYFAIR DRIVE  
RANCHO MIRAGE CA. 92270



STANLEY PRAVER & MARIAN PRAVER TRUST  
OF 1985 RESTATED

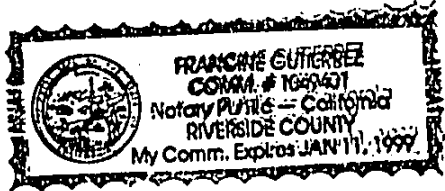
By Marian Praver  
Its: TRUSTEE

STATE OF California)  
COUNTY OF Riverside : ss.

On this 10<sup>th</sup> day of January, 1996, personally appeared before me  
Marian Praver, the CO-TRUSTEE of the STANLEY PRAVER  
& MARIAN PRAVER TRUST OF 1985 RESTATED.

Francine Gutierrez  
NOTARY PUBLIC  
Residing at: 82 Mayfair Dr.  
Romero, N.M. 87020

My Commission Expires:  
January 11, 1999



IRVING COOPER SEPARATE PROPERTY TRUST  
OF AUGUST 1987

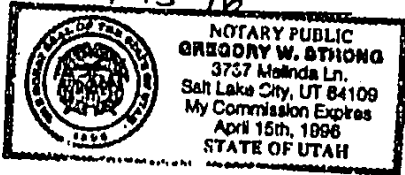
By Irving Cooper  
Its: Trustee

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

On this 23rd day of January, 1996, personally appeared before me  
Irving Cooper, the trustee of the IRVING COOPER  
SEPARATE PROPERTY TRUST OF AUGUST 1987.

Gregory W. Strong  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah.

My Commission Expires:  
4-15-96



MARVIN SMALLEY & SONDRAL SMALLEY  
INTER VIVOS TRUST

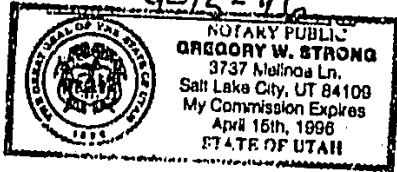
By [Signature]  
Its: Trustee

STATE OF UTAH )  
 : SS.  
COUNTY OF ~~SALT LAKE~~ )

On this 16<sup>th</sup> day of January, 1996, personally appeared before me  
Marvia Smalley, the trustee of the MARVIN SMALLEY  
& SONDRAL SMALLEY INTER VIVOS TRUST.

[Signature]  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

My Commission Expires:  
4-15-96



MARVIN SMALLEY & SONDRAL SMALLEY  
INTER VIVOS TRUST

By *Sandra Smalley*  
Its: Trustee

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

On this 16<sup>th</sup> day of January, 1996, personally appeared before me  
Sandra Smalley, the trustee of the MARVIN SMALLEY  
& SONDRAL SMALLEY INTER VIVOS TRUST.

My Commission Expires:  
4-15-96

*Gregory W. Strong*  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah



SHIRLEY FAMILIAN TRUSTEE OF THE ROCKY ROAD TRUST.

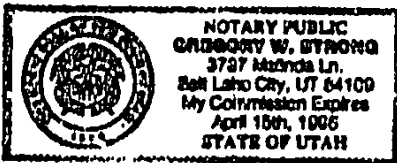
By Shirley Baskin Familian  
 Its: Trustee, Rocky Road Trust  
 1/11/96

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

On this 16<sup>th</sup> day of January, 1996, personally appeared before me  
Shirley Familian, the trustee of the SHIRLEY FAMILIAN  
 TRUSTEE OF THE ROCKY ROAD TRUST.

Gregory W. Strong  
 NOTARY PUBLIC  
 Residing at: Salt Lake County, UT

My Commission Expires:  
4-15-96





THE GREEN FAMILY TRUST DATED  
NOVEMBER 2, 1992

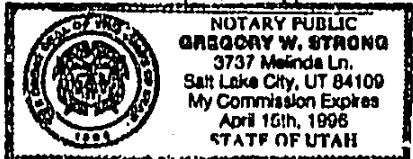
By Lawrence Green  
Its: Trustee

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

On this 18<sup>th</sup> day of January, 1996, personally appeared before me  
Lawrence Green, the trustee of THE GREEN FAMILY  
TRUST DATED NOVEMBER 2, 1992.

Gregory W. Strong  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

My Commission Expires:  
4-15-96



THE IRA & ILENE GELDIN REVOCABLE TRUST

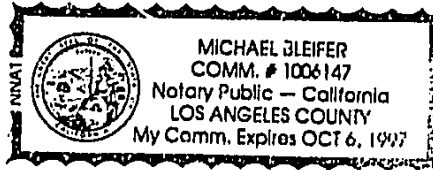
By Ira Geldin  
Its: Ilene Geldin  
Trustees

STATE OF California )  
COUNTY OF Los Angeles ) ss.

On this 15 day of January, 1996, personally appeared before me  
Ira Geldin & Ilene Geldin, the trustees of THE IRA & ILENE  
GELDIN REVOCABLE TRUST.

Michael Bleifer  
NOTARY PUBLIC  
Residing at: 16310 Ventura Blvd  
Encino, CA 91436

My Commission Expires:  
Oct-6, 1997



THE GELDIN FAMILY TRUST DATED  
JANUARY 24, 1991

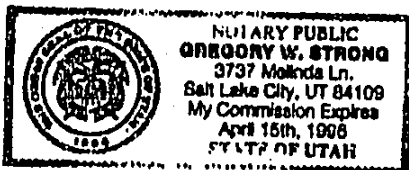
By Irving Geldin  
Its: Trustee

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

On this 23<sup>rd</sup> day of January, 1996, personally appeared before me  
Irving Geldin, the trustee of THE GELDIN FAMILY  
TRUST DATED JANUARY 24, 1991.

Gregory W. A. Strong  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

My Commission Expires:  
4-15-96



THE HORN FAMILY TRUST

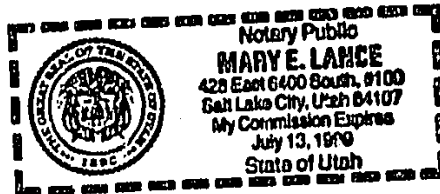
By *Martin E. Horn* *Rita Horn*  
its: Trustees

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

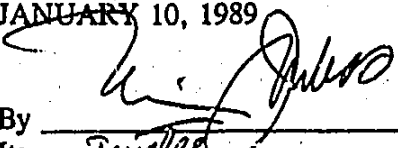
On this 10<sup>th</sup> day of January, 1996, personally appeared before me  
Martin & Rita Horn, the Trustees of THE HORN FAMILY  
TRUST.

*Mary E. Lance*  
NOTARY PUBLIC  
Residing at: Salt Lake City, Utah

My Commission Expires:  
7-13-99



THE JUBAS LIVING TRUST DATED  
JANUARY 10, 1989

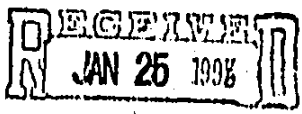
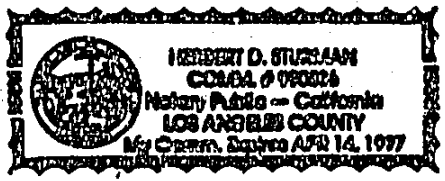
  
By \_\_\_\_\_  
Its: Trustee

STATE OF CALIFORNIA)  
  : ss.  
COUNTY OF LOS ANGELES)

On this 22nd day of January, 1996, personally appeared before me  
Marvin Jubas, the Trustee of THE JUBAS LIVING  
TRUST DATED JANUARY 10, 1989.

Herbert D. Sturman  
NOTARY PUBLIC  
Residing at: Los Angeles, CA

My Commission Expires:  
April 14, 1997



BK7321961804



"TRACT TWO OWNER":

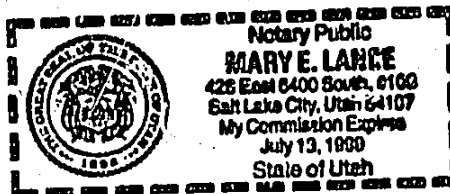
*[Handwritten Signature]*  
\_\_\_\_\_  
JAMES M. FERGUSON

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

On this 9<sup>th</sup> day of January, 1996, personally appeared before me  
JAMES M. FERGUSON.

*Mary E. Lance*  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: SLC, UT

My Commission Expires:  
7-13-99



**CONSENT OF LENDER**

THIS CONSENT OF LENDER is attached to and forms a part of that certain Declaration of Easements (the "Declaration") dated as of January 29, 1996, between James M. Ferguson and various other owners (defined in the Declaration as the "Tract One Owners"), affecting the Commerce Park Project in Murray, Utah. First Security Bank of Utah, N.A. ("First Security") is the beneficiary or mortgagee under one or more trust deeds or mortgages affecting "Tract One" as described in the Declaration. First Security hereby consents to said Declaration of Easements and agrees that its interest in any trust deeds or mortgages affecting said Tract One will be subject and subordinate to said Declaration of Easements.

DATED this 29 day of January, 1996.

FIRST SECURITY BANK OF UTAH, N.A.

By: *Miller*  
Its: *Vice President*

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

The foregoing Consent of Lender was acknowledged before me this 29<sup>th</sup> day of January, 1996, by *Scott Miller*, the *Vice President* of First Security Bank of Utah, N.A.

*Leslie Ottley*  
Notary Public

Residing at: *Salt Lake*

My Commission Expires:

4-21-96

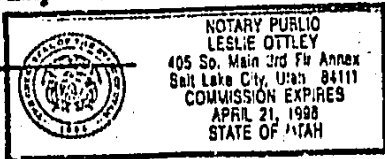




EXHIBIT "A" TO DECLARATION OF EASEMENTS

LEGAL DESCRIPTION OF TRACT ONE

PARCEL A:

22-19-256-035 BEGINNING at a point which is South 89°48'29" East 782.00 feet and North 0°06'12" East 149.47 feet from the center of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 0°06'12" East 220.00 feet to the South boundary line of 6400 South Street; thence South 84°35'37" East along said South boundary line of 6400 South Street 200.52 feet; thence South 186.11 feet; thence Southwesterly 23.58 feet along the arc of a 15.00 foot radius curve to the right; thence West 185 feet to the point of BEGINNING.

PARCEL B (WEST 1/2 OF COMMON DRIVE):

22-19-256-041 BEGINNING at a point which is South 89°48'29" East 782.00 feet and North 0°06'12" East 149.47 feet and East 185.00 feet from the center of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence East 33.00 feet; thence North 199.41 feet; thence North 84°35'37" West 18.08 feet; thence South 186.11 feet; thence Southwesterly 23.58 feet along the arc of a 15 foot radius curve to the right to the point of BEGINNING.

PARCEL C (EAST 1/2 OF COMMON DRIVE):

22-19-256-042 BEGINNING at a point which is South 89°48'29" East 782.00 feet and North 0°06'12" East 149.47 feet and East 218.00 feet from the center of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 199.41 feet; thence South 84°35'37" East 18.08 feet; thence South 182.70 feet; thence Southeasterly 23.54 feet along the arc of a 15 foot radius curve to the left; thence West 33.00 feet to the point of BEGINNING.

PARCEL D:

22-19-256-024 BEGINNING at a point which is South 89°48'29" East 782.00 feet and North 0°06'12" East 123.42 feet and East 293.05 feet from the center of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence East 222.95 feet; thence North 0°06'12" East 51.00 feet; thence South 89°48'29" East 135.85 feet; thence South 0°06'12" West 176.15 feet; thence South 0°00'42" West 156.68 feet; thence North 83°08'55" West 74.88 feet; thence North 82°23'02" West 102.72 feet; thence North 83°04'55" West 183.716 feet; thence North 237.60 feet to the point of BEGINNING.

(Continued)

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CONTINUATION OF EXHIBIT "A" TO DECLARATION OF EASEMENTS

PARCEL E:

BEGINNING at a point which is North 358.56 feet and East 1018.267 feet from the center of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South  $84^{\circ}35'37''$  East 281.553 feet; thence South  $0^{\circ}05'12''$  West 185.23 feet; thence West 265.00 feet; thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (chord bears North  $45^{\circ}30'$  West 21.21 feet); thence North 196.76 feet to the point of BEGINNING.

22-14-256-026

EXCEPTING FROM PARCEL E the following described portion conveyed to Murray City in that certain Warranty Deed recorded May 19, 1995 as Entry No. 6084148, in Book 7153, at Page 2821 in the office of the Recorder of Salt Lake County, Utah:

A parcel of land being part of an entire tract of property in the Southwest Quarter of the Northeast Quarter of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

BEGINNING at a point which is the Northwest corner of said tract and being North 358.56 feet and East 1018.267 feet from the center of said Section 19, and running thence South  $84^{\circ}35'53''$  East 281.56 feet, more or less, along the North line to the Easterly boundary line of said tract; thence South  $00^{\circ}06'12''$  West 14.06 feet along said Easterly boundary to a line being 47.00 feet perpendicularly distant Southerly from the center line of 6400 South Street; thence North  $84^{\circ}35'53''$  West 281.53 feet along said line to the Westerly boundary of said tract; thence North 14.06 feet along said line to the place of BEGINNING.

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EXHIBIT "B" TO DECLARATION OF EASEMENTS

LEGAL DESCRIPTION OF TRACT TWO

BEGINNING at a point which is South 89°48'29" East 717.0 feet from the center of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 0°06'12" East 123.20 feet; thence East 358.05 feet; thence South 237.60 feet to the Northerly right-of-way line of I-215, an interstate highway; thence North 83°04'55" West along said right-of-way line 127.09 feet; thence North 83°08'55" West along said right-of-way line 80.11 feet; thence North 79°50'37" West along said right-of-way line 154.99 feet; thence North 61.99 feet (by survey 62.20 feet) to the point of BEGINNING.

22-19-256-039

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