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AFTER RECORDING PLEASE RETURN TO:

David E. Gee, Esq.
Parr Brown Gee & Loveless
185 South State Street, Suite 800
Salt Lake City, Utah 84111

01-083-0055,0076,0077

DECLARATION OF UTILITY EASEMENTS
(RD/House)

THIS DECLARATION OF UTILITY EASEMENTS (the "**Declaration**") is made this 15th day of December, 2008 by and among RD INDUSTRIAL, LLC, a Utah limited liability company ("**Grantor**") and SLC HOUSE 7, LLC, a Delaware limited liability company ("**Grantee**"). Grantor and Grantee are sometimes referred to in this Declaration collectively as the "**Parties.**"

RECITALS

A. Grantor is the fee owner of the Grantor Parcel (all capitalized terms not described above in this Declaration are defined in Section 1 of this Declaration).

B. Grantee is the fee owner of the Grantee Parcel.

C. Grantor desires to create easements for the benefit of the Grantee Parcel under, across and affecting the Grantor Parcel for the purpose of maintaining and using underground Qwest Lines and a water line over the Grantor Parcel.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. In addition to the capitalized terms previously defined above in this Declaration, the following capitalized terms shall have the meanings set forth:

"**Construction Agreement**" means that certain Construction Agreement entered into by the Parties on December 1, 2008.

"**Easement Parcels**" means the areas on which access to and use, and maintenance of the Water Line and the Qwest Lines will occur as depicted and labeled on Exhibit "C", attached hereto and incorporated herein by this reference. Note that with respect to one of the Qwest Lines, a portion of one of the Easement Parcels is located under the building located on Grantor Parcel.

"**Governmental Authority**" means any authority, regulatory or administrative agency, commission, department, board, bureau, agency, instrumentality or court of the United States of America or any other nation or sovereign state, any federal, bilateral, or

multilateral governmental authority, any state, possession, territory, county, district, city, or other governmental unit or subdivision, and any branch, agency, or judicial body of any of the foregoing.

“Governmental Requirements” means all laws, ordinances, rules, codes, requirements, resolutions, policy statements and regulations of any Governmental Authority in respect of a specified matter.

“Grantee Parcel” means the real property described on Exhibit “A”, attached hereto and incorporated herein by this reference.

“Grantor Parcel” means the real property described on Exhibit “B”, attached hereto and incorporated herein by this reference.

“Mortgage” means a recorded mortgage, deed of trust or other security agreement creating a lien on, or other security interest in, any interest in a Parcel or a portion of a Parcel as security for the payment of indebtedness or performance of other obligations.

“Mortgagee” means a Person which is the mortgagee, beneficiary, secured party or other Person holding the lien or security interest under a Mortgage.

“Owner” means any Person that, at the time concerned, is the owner of record in the office of the County Recorder of Davis County, Utah of a fee or leasehold interest in any Parcel or portion of a Parcel. In the event that, at any time, more than one Person owns of record a fee and/or leasehold interest in a Parcel, they shall constitute one (1) Owner of such Parcel, and the liability of each such Person 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 unless and until such Person has acquired fee title to or a leasehold interest of record in a Parcel pursuant to foreclosure, trustee's sale or any deed, arrangement or proceeding in lieu thereof.

“Parcel” means the Grantor Parcel or the Grantee Parcel.

“Parcels” means the Grantor Parcel and the Grantee Parcel.

“Person” means a natural person, legal entity or trust.

“Qwest 1 Line” means the Qwest Line to be relocated within the Easement Parcels as depicted and labeled on Exhibit “C”.

“Qwest 2 Line” means the Qwest Line already in existence across the Easement Parcels as depicted and labeled on Exhibit “C”.

“Qwest Lines” means the Qwest 1 Line and the Qwest 2 Line.

"Water Line" means the Water Line to be relocated within the Easement Parcels as depicted and labeled on Exhibit "C".

2. **Grant of Easements.** Grantor does hereby create, grant and convey the following easements on and affecting the Grantor Parcel, which easements shall be appurtenant to and for the benefit of the Grantee Parcel:

(a) A perpetual, non-exclusive easement to use the Water Line and Qwest Lines under and across the Easement Parcels.

(b) A perpetual, non-exclusive easement across and under the Easement Parcels for the purpose of furnishing access and the right of access to the Easement Parcel for the purpose of repairing, maintaining, operating and inspecting the Water Line and Qwest 1 Line.

(c) A perpetual, non-exclusive easement across and under the Easement Parcels for the purpose of furnishing access and the right of access to the Easement Parcel for the purpose of repairing, maintaining, operating and inspecting the Qwest 2 Line. The Parties acknowledge that Grantor is constructing or has constructed a building over the Qwest 2 Line as depicted on Exhibit "C".

The easements described in this Section 2 are granted for the purpose of providing to the Owner of the Grantee Parcel, for use in connection with the Grantee Parcel, the right to furnish the Grantee Parcel and any other Person serviced by the Water Lines and Qwest lines as of the date of this Declaration (but no other Persons).

3. **Use and Maintenance.**

(a) **Water Line and Qwest Lines.** The Parties have entered into that certain Construction Agreement pursuant to which the Parties have agreed to construct the Water Line and Qwest 1 Line, share the costs associated with construction and to hold each other harmless for certain acts arising out of the construction. The Parties agree that Qwest 2 Line is already in existence and will not be removed or relocated as part of the relocation and construction of the Water Line and Qwest 1 Line. The Owner of the Grantee Parcel shall keep, maintain and repair, at its sole cost and expense, the Water Line and Qwest Lines in good order, condition and repair; provided that so long as Grantee or its successors or assigns have a fee interest in the Grantee Parcel, it or its successors or assigns shall have the obligation to keep, maintain and repair the Water Line and Qwest Lines. Any maintenance or repair which requires work upon the surface of the Grantor Parcel shall be performed only after not less than fifteen (15) days' notice to Grantor, except in the case of emergency, and any such work shall be done so as to cause as little interference with the use of the surface of the land as is practicable. Any work on the Qwest Line which is located under the building on the Grantor Parcel performed by or on behalf of Grantee shall either: (i) be performed laterally from outside the perimeter of the foundations of the building, or (ii) be performed by abandoning the Qwest Line under the building and rerouting the Qwest Line through the Easement

Parcels but outside of the perimeter of the foundations of the building; and (iii) performed entirely at the risk of Grantee, which shall minimize any interference with the activities of the occupant of the building, indemnify and hold Grantor harmless from and against any loss or damage to the building. In all events, after completing any repairs within any portion of the Easement Parcels, Grantee shall restore the surface of Grantors Parcel to its condition prior to performance of the repairs.

(b) Use of Easement Parcels. The Owner of the Grantor Parcel retains all right, title and interest in the Easement Parcels except the right to use or permit the use of the Easement Parcels in a manner that would interfere with the use of the Easement Parcels for the Water Line and Qwest Lines by the Owner of the Grantee Parcel in accordance with the terms of this Declaration.

4. Relocation of Easement Parcels, Water Line, or Qwest Lines. The Owner of the Grantor Parcel shall be permitted to relocate the Water Line and Qwest Lines within the Grantor Parcel only upon strict compliance with the provisions of this Section.

(a) The Owner of the Grantor Parcel shall provide to the Owner of the Grantee Parcel written notice of, and conceptual plans for, the proposed relocation not less than thirty (30) days before any work commences. The Owner of the Grantee Parcel must approve the alteration, relocation or change, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Any proposed relocation shall comply with all Governmental Requirements.

(c) Any proposed alteration, relocation or change shall not alter the point at which the Water Line and Qwest Lines enter and exit the Grantor Parcel.

(d) The Owner of Grantor Parcel shall pay the entire cost of such alteration, relocation or change.

(e) Any proposed alteration, relocation or change shall not reduce or unreasonably impair the usefulness or function of the Water Line, Qwest Lines or their respective services.

5. 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 Davis County, Utah that is executed by all of the Owners. The term of this Declaration is perpetual; this Declaration shall be and remain in force and effect until terminated by a written agreement pursuant to this Section.

6. Covenants to Run with Land. This Declaration and the rights, easements, covenants, and obligations created by, and the provisions and requirements of, this Declaration are intended by the Declarants to be, and shall constitute, covenants running with the land as to each of the Parcels, and shall be binding upon and shall inure to the benefit of each of the Owners and any other Person who acquires or comes to have any interest in any Parcel or portion

thereof, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors and assigns. Each of the Owners shall comply with, and all interests in each Parcel shall be subject to, the terms of this Declaration. By acquiring, in any way coming to have an interest in, or occupying a Parcel or any portion thereof, the Person so acquiring, coming to have such interest in, or occupying a Parcel or any portion thereof, shall be deemed to have consented to, and shall be bound by, each and every provision of this Declaration.

7. Title and Mortgage Protection.

(a) No amendment to this Declaration shall in any way affect the rights of any Mortgagee pursuant to a Mortgage that is recorded at the time of the recordation of the amendment, 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 deed, arrangement or proceeding in lieu thereof, unless such Mortgagee consents or subordinates its lien 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 Parcel. 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; provided, a lien arising under this Declaration shall have priority over the Mortgage if a notice of such lien is recorded prior to the date of recordation of a Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any deed, 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.

8. Enforcement. Any Owner shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions, covenants and requirements of this Declaration as this Declaration may have been amended from time to time pursuant to Section 5. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, restrictions, 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 or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Declaration, the party prevailing in such action shall be entitled to recover from the unsuccessful party in such action reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

9. Effective Date. This Declaration, any amendment or termination of this Declaration, and any supplement hereto shall take effect upon its being filed for record in the

office of the County Recorder of Davis County, Utah.

10. Miscellaneous.

a. 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 refers to a section in another agreement, document or instrument.

b. 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.

c. 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 that would apply the law of another jurisdiction.

d. Entire Agreement. This Declaration, including the attached exhibits, contains the entire agreement between the Parties with respect to the subject matter of this Declaration, and all prior negotiations and agreements with respect to such subject matter are merged herein.

e. Counterparts. This Declaration may be executed in any number of counterparts. Each such counterpart of this Declaration shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

f. Exhibits. All exhibits attached to this Declaration are expressly made a part of and incorporated in this Declaration as fully as though completely set forth in this Declaration.

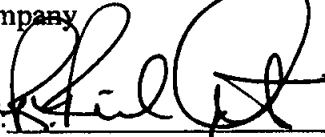
g. Time of Essence. Time is of the essence with respect to the obligations set forth in this Declaration.

[Signatures commence on following page]

IN WITNESS WHEREOF, the Parties have executed this Declaration as of the date first set forth above.

"GRANTOR"

RD INDUSTRIAL, LLC, a Utah limited liability company

By: 


Name: R. Richard Dutson

Its: Manager

"GRANTEE"

SLC HOUSE 7, LLC, a Delaware limited liability company, by its Manager:

RROB 7, LLC, a Delaware limited liability company

By: 

Name: Michael House

Its: Managing Member

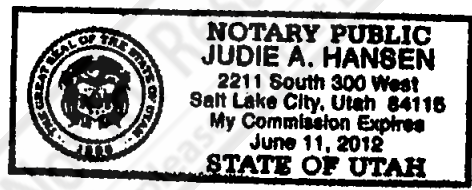
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STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 9th day of December, 2008, by R. RICHARD DUTSON, the MANAGER of RD INDUSTRIAL, LLC, a Utah limited liability company.

Judie A. Hansen
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:
June 11, 2012



CALIFORNIA
STATE OF ~~UTAH~~)
 : ss.
COUNTY OF DAVIS MARIN)

The foregoing instrument was acknowledged before me this 1st day of DECEMBER, 2008, by Michael House, known to me to be the Managing Member of RROB 7, LLC, a Delaware limited liability company, which is a Manager of SLC HOUSE 7, LLC, a Delaware limited liability company.

Faati Maroofi
NOTARY PUBLIC
Residing at: 35 Miller Ave
Mill Valley CA 94941

My Commission Expires: 5/13/2012

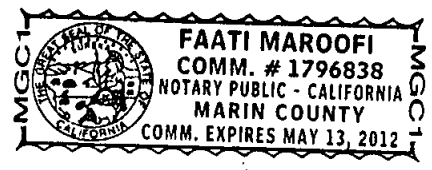


EXHIBIT "A"

TO

DECLARATION OF UTILITY EASEMENTS

Legal Description of Grantee Parcel

The following real property located in Davis County, Utah, as follows:

Parcel 1:

Beginning at a point 200 feet West of the West line of 700 West Street at a point North 1566.00 feet and West 76.64 feet (at a point being the Southwest corner of Lot 4, NORTH SALT LAKE INDUSTRIAL PARK PLAT "A") and East 260.64 feet and North 146.25 feet from the Southwest corner of Section 2, Township 1 North, Range 1 West, Salt Lake Meridian and running thence North 250.00 feet; thence West 209.84 feet, more or less to a point on the East line of Redwood Road; thence Southwesterly following along the East line of Redwood Road to a point due West of the point of beginning; thence East to the point of beginning.

Parcel 2:

Beginning at a point on the East line of Redwood Road and the North line 200 North Street (at a point being the Southwest corner of Lot 4, NORTH SALT LAKE INDUSTRIAL PARK PLAT "A"); said point being North 1566.00 feet and West 76.64 feet from the Southwest corner of Section 2, Township 1 North, Range 1 West, Salt Lake Base and Meridian; and running thence East along the North line of 200 North Street 260.64 feet, more or less; to a point 200 feet West of the West line of 700 West Street; thence North 146.25 feet; thence West to a point on the East line of Redwood Road; thence Southwesterly following along said road to the point of beginning.

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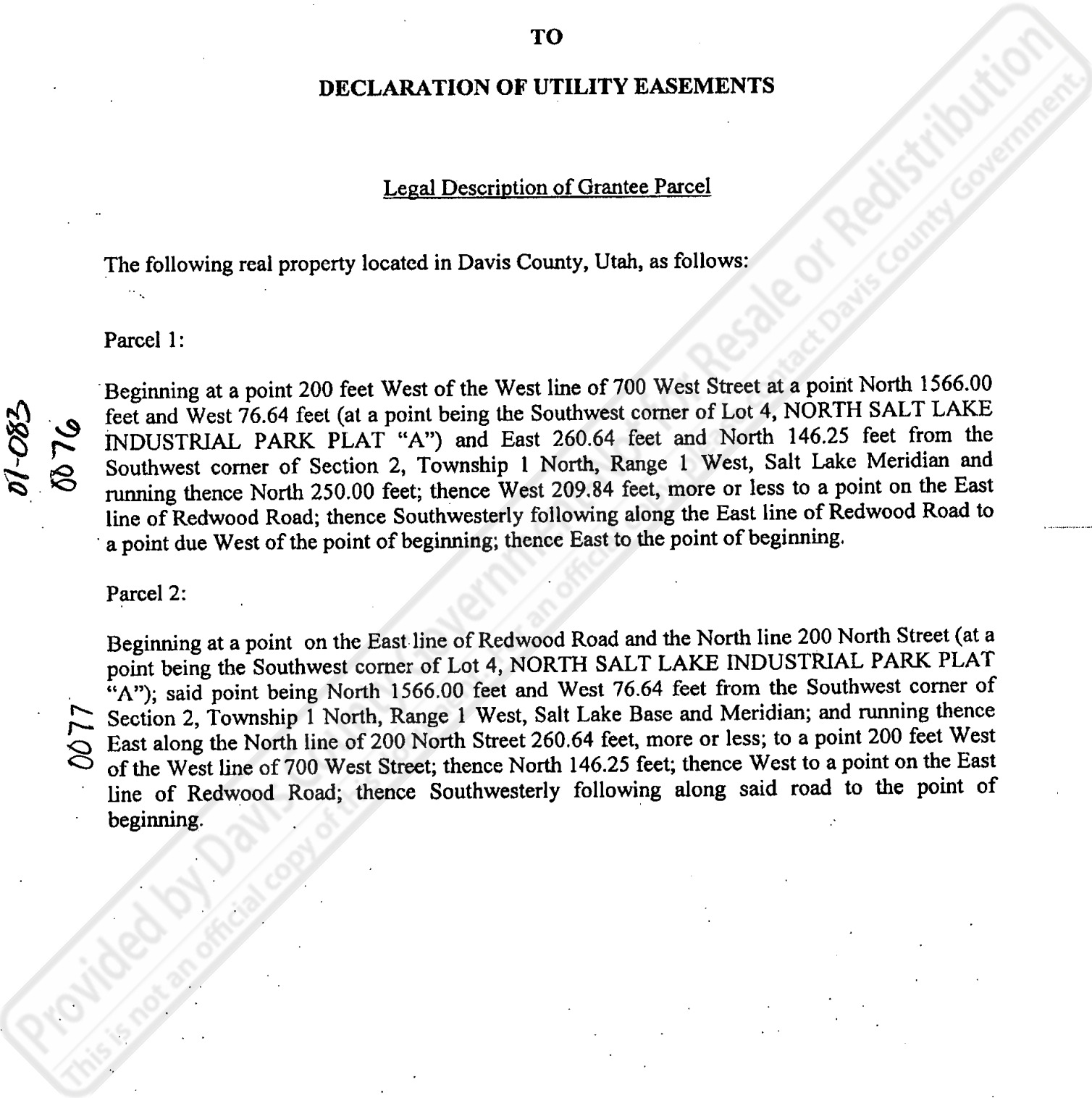


EXHIBIT "B"

TO

DECLARATION OF UTILITY EASEMENTS

Legal Description of Grantor Parcel

2055
BEGINNING at the Southeast corner of Lot 4, NORTH SALT LAKE INDUSTRIAL PARK PLAT "A", said point being 1566.00 feet North and 384.00 feet East from the Southwest corner of Section 2, Township 1 North, Range 1 West, Salt Lake Base and Meridian, in Davis County, Utah, and running thence West 200.00 feet along the North line of 200 North Street; thence North 218.00 feet; thence East 200.00 feet to the West line of 700 West Street; thence South along said West line of 700 West Street 218.00 feet to the beginning.

EXHIBIT "C"

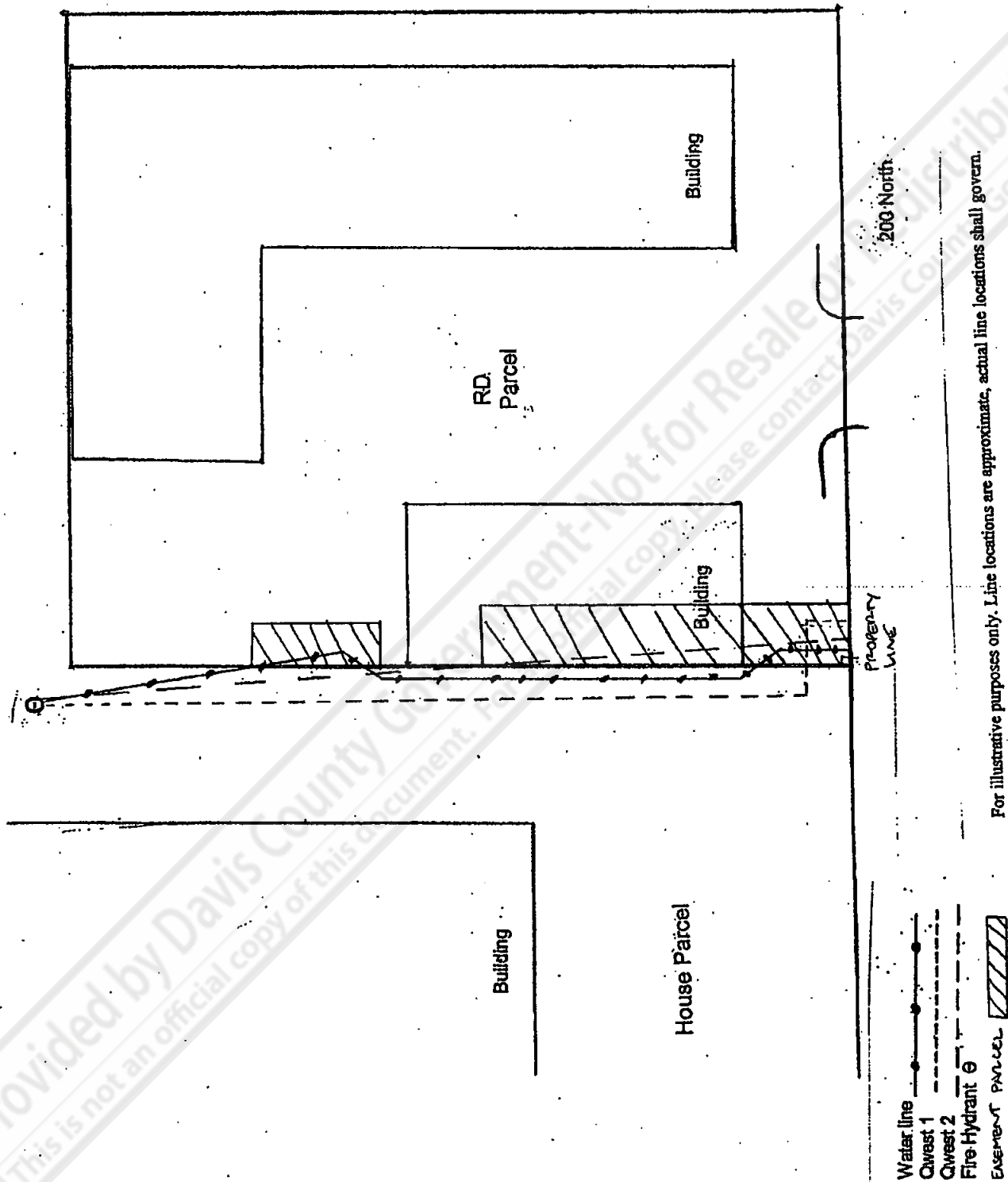
TO

DECLARATION OF UTILITY EASEMENTS

Depiction of the Easement Parcel

[see attached]

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For illustrative purposes only. Line locations are approximate, actual line locations shall govern.

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