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Book - 10540 Pg - 9394-9409
Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 16 P.

WHEN RECORDED, RETURN TO:

Lamont Richardson, Esq.
Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, Utah 84111
33-01-276-020, 33-01-253-001
& 33-01-252-005

GRANT OF ACCESS AND PARKING EASEMENT

This Grant of Access and Parking Easement (this "**Easement Agreement**") is executed as of the 21st day of March, 2017, by **EAST BAY ASSOCIATES NO. 2 LTD**, a Utah limited partnership ("**Boyer East Bay**") and **BOYER BANGERTER, L.C.**, a Utah limited liability company ("**Boyer Bangarter**") and together with Boyer East Bay, individually and collectively, as the context may require, the "**Declarant**").

WHEREAS, Declarant, owns certain parcels of real property located in Salt Lake County, Utah, as more particularly described in Exhibit "A" attached hereto and made a part hereof (each a "**Parcel**" and collectively the "**Parcels**"), which Parcels consist of Parcel 1, Parcel 2 and Parcel 3 as such Parcels are identified on Exhibit "A" attached hereto;

WHEREAS, Declarant desires to enter into this Easement Agreement for the purpose of granting a non-exclusive easement on and over the Parcels in the areas described on Exhibit "B" and depicted on Exhibit "C" (the "**Access Area**") for the benefit of the other Parcels for vehicular and pedestrian ingress and egress between Parcels, the other Parcels and the public roadways currently known as 200 West Street and 13775 South Street (individually and collectively, as the context may require, the "**Public Thoroughfares**");

WHEREAS, Declarant also desires to enter into this Easement Agreement for the purpose of granting a non-exclusive easement on and over a portion of Parcel 3 in the area depicted on Exhibit "D" (the "**Parking Area**") for the benefit of Parcel 2 for the construction and operation of a parking lot on the Parking Area, and the non-exclusive right to use the Parking Area for the parking of vehicles.

NOW, THEREFORE, to these ends and in consideration of the promises, mutual covenants and agreements set forth below, together with the mutual benefits to be derived from this Easement Agreement, Declarant hereby declares as follows:

1. Grant of Rights-of-Way and Easements in Access Area; Limitations.

(a) Subject to the limitations set forth in this Easement Agreement, Declarant hereby grants and conveys to the owner of each Parcel (each a "**Benefited Parcel Owner**" and collectively the "**Benefited Parcel Owners**") and for the benefit of each of the Parcels owned by a Benefitted Parcel Owner (each a "**Benefited Parcel**" and collectively the "**Benefited Parcels**") a non-exclusive perpetual right-of-way and easement for vehicular and pedestrian ingress and egress on, over and across the Access Area on each Parcel (each a "**Burdened Parcel**" and collectively the "**Burdened Parcels**") and between the Benefited Parcels, the Burdened Parcels and the Public Thoroughfares by the Benefited Parcel Owner and its tenants, subtenants, licensees, invitees or other permitted users of each Benefited Parcel. Such rights-of-way and easements shall each (i) be appurtenant to and benefit the Benefited Parcels, (ii) bind and burden the Access Area on the Burdened Parcels and every person having any fee, leasehold, lien or other interest, as and to the extent arising by, through or under the Burdened Parcels, in any portion of the Access Area, and (iii) constitute a covenant running with the land.

(b) Exclusive use of the Access Area is not hereby granted, and the right of way and easement for ingress and egress in common with all Parcels is hereby expressly reserved. Each owner of a Burdened Parcel (each a "**Burdened Parcel Owner**" and collectively the "**Burdened Parcel Owners**") shall

have the right to make any use of the Access Area or its Parcel, so long as, except as otherwise specified herein, any such use does not unreasonably interfere with the rights and easements for use and related ingress and egress which is herein granted to the Benefited Parcels.

(c) The rights-of-way and easements described in this Section 2 above, so long as the following do not unreasonably interfere with the right and easement for use and related ingress and egress which is herein granted to the Benefited Parcels, shall be subject to and limited as follows:

(i) They shall not be exercised in any manner which substantially interferes with the purposes for which the Access Area are to be used as provided herein;

(ii) The right of each Burdened Parcel Owner, in its sole discretion (subject, however, to this subsection 1(c)), to grant permits, licenses and easements over, across, through and under the Access Area to any governmental or quasi-governmental authority, to any public or private utility company, or to any other party, for the purpose of installing, maintaining or providing utilities and related facilities or roads or for such other purposes reasonably necessary or appropriate, in such Burdened Parcel Owner's sole discretion, for the use construction, development, maintenance or operation of a Parcel; and

(iii) With respect to the portion of the Access Area located over the Jordan and Salt Lake Canal (the "**Canal**") as shown on Exhibit "C" or on property otherwise owned by the owner of the Canal (the "**Canal Property**"), the right to use the Access Area over the Canal Property shall be subject to (a) the Benefited Parcel Owners obtaining an agreement with the owner of the Canal Property permitting the Benefited Parcel Owners' use of the Canal Property for access (as amended, restated, supplemented or replaced from time to time, the "**Canal License Agreement**"), and (b) the rights and obligations under the Canal License Agreement. In the event the Canal License Agreement is terminated and a new Canal License Agreement is not entered into for any reason, the right to use the Access Area on the Canal Property shall be suspended until such time, if ever, a new Canal Agreement is entered into. Nothing herein shall require any owner of a Parcel to enter into a Canal License Agreement.

(d) A Benefited Parcel Owner shall not permit any lien or claim of mechanics, laborers or materialmen to be filed against the Access Area located on the Burdened Parcels, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by such Benefited Parcel Owner or any one claiming by, through or under such Benefited Parcel Owner. If such a lien is filed, within ten (10) business days after the date of the filing or recording of any such lien, such Benefited Parcel Owner shall cause the same to be paid and discharged of record.

(e) Each Burdened Parcel Owner may, on a temporary basis, for reasonable construction, repair, maintenance, or to prevent a public dedication or the accrual of any rights to the public, close the Access Area on its Burdened Parcel for access, provided that, in any such event, such Burdened Parcel Owner shall first notify the Benefited Parcel Owners in writing and shall, to the extent possible, provide for alternate access to the Benefited Parcels during such period of closure.

(f) The grant and conveyance of the rights to the Benefited Parcels set forth in this Section 2 are made on an "**AS-IS**" basis and Declarant has not made and hereby expressly disclaims any statements or representations, express or implied, made by Declarant or its agents or brokers, as to the condition of or characteristics of the Access Area, its fitness for use for any particular purpose, or the Access Area's compliance with any zoning or other rules, regulations, laws or statutes applicable to the Access Area, or the uses permitted on or the development requirements for or any other matters relating to the Access Area.

2. Construction, Maintenance and Maintenance Expenses of Access Area.

(a) The owner of Parcel 2 (the “**Constructing Owner**”) shall be obligated, at its sole cost and expense, to construct the roadways in the Access Area. Such construction shall be done in a lien free, good and workmanlike manner and in compliance with all applicable laws, and pursuant to plans and specifications approved by the owner of Parcel 1 and the owner of Parcel 3, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Except as otherwise agreed in writing, the owner of Parcel 2 (the “**Maintaining Owner**”), shall, subject to the provisions of Section 2(d) below, be responsible to maintain the Access Area and the improvements within the Access Area in good condition and repair, or cause the Access Area to be maintained and kept in good condition and repair. Notwithstanding the foregoing, and subject to reasonable wear and tear from normal use, in the event the Access Area or any utility or improvements within the Access Area are damaged by an owner of a Parcel or its employees, agents, contractors or invitees, or any other person claiming by through or under such owner of a Parcel, such owner of Parcel shall be solely responsible for the repair of any such damage.

(c) The obligation to maintain and repair the Access Area and the improvements within the Access Area shall, without limiting the generality thereof, include: (i) maintaining and repairing the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability; (ii) removing all papers, debris, snow, ice, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep these areas in a neat, clean and orderly condition; and (iii) replacing the Access Area if necessary.

(d) From and after the date a Benefited Parcel Owner commences the construction of a building on a Benefited Parcel, such Benefited Parcel Owner shall be obligated to pay for a portion of the costs to maintain, repair and replace the Access Area. In connection therewith, the Maintaining Owner shall provide each Benefited Parcel Owner that has commenced construction an invoice for a proportionate share of all out of pocket costs and expenses incurred by the Maintaining Owner in performing its maintenance, repair and replacement obligations as provided in this Article 2, which proportionate share shall be based on the square footage of each building constructed on such Benefited Parcel from time to time (the “**Benefited Parcels Expense Share**”). Payment of the Benefited Parcels Expense Share shall be made by the applicable Benefited Parcel Owner(s) within ten (10) business days of such Benefited Parcel Owner’s receipt of a written demand for payment from the Maintaining Owner, which written demand shall include supporting invoices and appropriate evidence of the payment of such by the Maintaining Owner.

3. Grant of Rights-of-Way and Easements in Parking Area; Limitations.

(a) Subject to the limitations set forth in this Easement Agreement, Declarant hereby grants and conveys to the owner of Parcel 2 a non-exclusive perpetual right-of-way and easement for (i) the construction, operation, maintenance and repair of a vehicular parking lot in the Parking Area, (ii) rights of ingress and egress, upon, over and across the Parking Area for the purpose of furnishing access between the Parking Area and Parcel 2 to the Owner of Parcel 2 and its tenants, subtenants, licensees, invitees or other permitted users of Parcel 2, and (iii) for vehicular parking upon, over and across the Parking Area by the Owner of Parcel 2 and its tenants, subtenants, licensees, invitees or other permitted users of Parcel 2. For purposes of this Easement Agreement, Parcel 2 shall be a Benefitted Parcel, the owner of Parcel 2 shall be a Benefited Parcel Owner, Parcel 3 shall be a Burdened Parcel and the owner of Parcel 3 shall be a Burdened Parcel Owner, in all cases, with respect to the Parking Area. Such rights-of-way and easements shall each (i) be appurtenant to and benefit the Benefited Parcel, (ii) bind and burden the Parking Area on the Burdened Parcel and every person having any fee, leasehold, lien or other interest, as and to the extent arising by, through or under the Burdened Parcel, in any portion of the Parking Area, and (iii) constitute a covenant running with the land.

(b) Exclusive use of the Parking Area is not hereby granted, and the right of way and easement for ingress and egress and for parking in the Parking Area by the Burdened Parcel Owner and its tenants, subtenants, licensees, invitees or other permitted users is hereby expressly reserved. The Burdened Parcel Owner shall have the right to make any use of the Parking Area, so long as, except as otherwise specified herein, any such use does not unreasonably interfere with the right and easement for use and related ingress and egress and parking which is herein granted to the Benefited Parcel. The rights to use parking spaces within the Parking Area shall be on a first come, first serve basis, and neither the Benefited Parcel Owner nor the Burdened Parcel Owner shall have the right to designate any parking stalls in the Parking Area as reserved parking stalls.

(c) The rights-of-way and easements described in this Section 3 above, so long as the following do not unreasonably interfere with the right and easement for use and related ingress and egress and parking which is herein granted to the Benefited Parcels, shall be subject to and limited as follows:

(i) They shall not be exercised in any manner which substantially interferes with the purposes for which the Parking Area is to be used as provided herein;

(ii) The right of the Burdened Parcel Owner, in its sole discretion (subject, however, to this subsection 2(c)), to grant permits, licenses and easements over, across, through and under the Parking Area to any governmental or quasi-governmental authority, to any public or private utility company, or to any other party, for the purpose of installing, maintaining or providing utilities and related facilities or roads or for such other purposes reasonably necessary or appropriate, in the Burdened Parcel Owner's sole discretion, for the use construction, development, maintenance or operation of the Burdened Parcel; and

(iii) The right of the Burdened Parcel Owner, in its sole discretion (subject, however, to this subsection 2(c)), to grant permits, licenses and easements for parking in the Parking Area, for the use construction, development, maintenance or operation of the Burdened Parcel.

(d) The Benefited Parcel Owner shall not permit any lien or claim of mechanics, laborers or materialmen to be filed against the Parking Area, or any part or parts of the Burdened Parcel, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by the Benefited Parcel Owner or any one claiming by, through or under the Benefited Parcel Owner. If such a lien is filed, within ten (10) business days after the date of the filing or recording of any such lien, the Benefited Parcel Owner shall cause the same to be paid and discharged of record.

(e) The Burdened Parcel Owner may, on a temporary basis, for reasonable construction, repair, maintenance, or to prevent a public dedication or the accrual of any rights to the public, close the Parking Area, provided that, in any such event, such Burdened Parcel Owner shall first notify the Benefited Parcel Owner in writing and shall, to the extent possible, provide for alternate access and parking during such period of closure.

(f) The grant and conveyance of the rights to the Benefited Parcel set forth in this Section 3 are made on an "AS-IS" basis and Declarant has not made and hereby expressly disclaims any statements or representations, express or implied, made by Declarant or its agents or brokers, as to the condition of or characteristics of the Parking Area, its fitness for use for any particular purpose, or the Parking Area's compliance with any zoning or other rules, regulations, laws or statutes applicable to the Parking Area, or the uses permitted on or the development requirements for or any other matters relating to the Parking Area.

4. Construction, Maintenance and Maintenance Expenses of Parking Area.

(a) The Constructing Owner shall be obligated, at its sole cost and expense, to construct the parking lot on the Parking Areas. Such construction shall be done in a lien free, good and workmanlike manner and in compliance with all applicable laws, and pursuant to plans and specifications approved by the owner of Parcel 3, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Except as otherwise agreed in writing, (i) until a building is constructed on Parcel 3 (as is evidenced by a certificate of occupancy for such building), the owner of Parcel 2, and (ii) from and after the date a building is constructed on Parcel 3 (as is evidenced by a certificate of occupancy for such building), the owner of Parcel 3 (as applicable, the “**Parking Maintaining Owner**”), shall, subject to the provisions of Section 4(d) below, be responsible to maintain the Parking Area and the improvements within the Parking Area in good condition and repair, or cause the Parking Area to be maintained and kept in good condition and repair. Notwithstanding the foregoing, and subject to reasonable wear and tear from normal use, in the event the Parking Area or any utility or improvements within the Parking Area are damaged by an owner of a Parcel or its employees, agents, contractors or invitees, or any other person claiming by through or under such owner of a Parcel, such owner of a Parcel shall be solely responsible for the repair of any such damage.

(c) The obligation to maintain and repair the Parking Area and the improvements within the Parking Area shall, without limiting the generality thereof, include: (i) maintaining and repairing the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability; (ii) sealing and restriping the Parking Area; (iii) removing all papers, debris, snow, ice, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep these areas in a neat, clean and orderly condition; and (iv) replacing the Parking Area if necessary.

(d) Until such time as the owner of Parcel 3 constructs a building on Parcel 3 (as is evidenced by a certificate of occupancy for such building), all costs incurred by the Parking Maintaining Owner shall be paid by the owner of Parcel 2. From and after the date the owner of Parcel 3 constructs a building on Parcel 3 (as is evidenced by a certificate of occupancy for such building), each of the owner of Parcel 2 and the owner of Parcel 3 shall be obligated to pay one-half (1/2) of the costs to maintain, repair and replace the Parking Area. In connection therewith, the Parking Maintaining Owner shall each owner an invoice for a proportionate share of all out of pocket costs and expenses incurred by the Parking Maintaining Owner in performing its maintenance, repair and replacement obligations as provided in this Article 4 (but excluding Section 4(a)) (the “**Parking Expense Share**”). Payment of the Parking Expense Share shall be made by the owners within ten (10) business days of such owner’s receipt of a written demand for payment from the Parking Maintaining Owner, which written demand shall include supporting invoices and appropriate evidence of the payment of such by the Parking Maintaining Owner.

5. Failure to Perform; Remedies. In the event that a Benefited Parcel Owner fails to perform when due any act or obligation required by this Easement Agreement to be performed by such Benefited Parcel Owner, a Burdened Parcel Owner, in addition to and not in lieu of any other remedies available at law or in equity, shall be entitled to file a suit in equity to enjoin such Benefited Parcel Owner from such breach or threatened breach and/or for the specific performance of such Benefited Parcel Owner’s obligations under this Easement Agreement. In the event a Burdened Parcel Owner (including a Maintaining Owner or Parking Maintaining Owner) fails to perform when due any act or obligation required by this Easement Agreement to be performed by such Burdened Parcel Owner, a Benefited Parcel Owner, in addition to and not in lieu of any other remedies available at law or in equity, shall be entitled to file a suit in equity to enjoin such Burdened Parcel Owner from such breach or threatened breach and/or for the specific performance of such Benefited Parcel Owner’s (including a Maintaining Owner’s or Parking Maintaining Owner’s) obligations under this Easement Agreement. Notwithstanding any other provision of this Easement Agreement, the rights granted to each Benefited Parcel under this Easement shall not be terminated or suspended in the event a Benefited Parcel Owner is in default of its obligations hereunder.

6. Limitation on Authority.

(a) The Burdened Parcel Owners are not to be deemed or construed as the agent or joint venturer of a Benefited Parcel Owner in any respect, all other provisions of this Easement Agreement notwithstanding. The Burdened Parcel Owners have not and do not hereby assume or agree to assume any liability whatsoever of a Benefited Parcel Owner and the Burdened Parcel Owners do not assume or agree to

assume any obligation of any Benefited Parcel Owners under any contract, agreement, indenture, or any other document to which a Benefited Parcel Owners may be a party or by which a Benefited Parcel Owner are or may be bound, or which in any manner affects the Benefited Parcels or any part thereof, except as expressly provided in this Easement Agreement.

(b) The Benefited Parcel Owners are not to be deemed or construed as the agent or joint venturer of the Burdened Parcel Owners in any respect, all other provisions of this Easement Agreement notwithstanding. Each Benefited Parcel Owner has not and does not hereby assume or agree to assume any liability whatsoever of the Burdened Parcel Owner and each Benefited Parcel Owner does not assume or agree to assume any obligation of any Burdened Parcel Owner under any contract, agreement, indenture, or any other document to which a Burdened Parcel Owner may be a party or by which a Burdened Parcel Owner is or may be bound, or which in any manner affects the Burdened Parcels or any part thereof, except as expressly agreed to by a Benefited Parcel Owner in this Easement Agreement.

7. Notices. All communications, consents, and other notices provided for in this Easement Agreement shall be in writing and shall be effective on the date hand delivered, sent by facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

(a) If to the Benefited Parcel Owners, to:

c/o The Boyer Company, L.C.
101 South 200 East, Suite 200
Salt Lake City, Utah 84111
Attention: President

or to such other address as a Benefited Parcel Owners may designate to each of the Burdened Parcel Owners, in writing.

(a) If to the Burdened Parcel Owner, to:

c/o The Boyer Company, L.C.
101 South 200 East, Suite 200
Salt Lake City, Utah 84111
Attention: President

or to such other address as a Burdened Parcel Owner may designate to the Benefited Parcel Owners, in writing.

8. Miscellaneous Provisions.

(a) This Easement Agreement shall be interpreted in accordance with the laws of the State of Utah. The recital paragraphs set forth above are hereby expressly incorporated in and made a part of this Easement Agreement, however, the paragraph headings and titles are not part of this Easement Agreement, having been inserted for reference only, and shall have no effect upon the construction or interpretation hereof.

(b) The waiver by either party hereto of a breach of any term or condition of this Easement Agreement shall not constitute a waiver of any further breach of a term or condition. As concerns all matters of performance agreed hereunder, it is covenanted by the parties that time is strictly of the essence.

(c) This Easement Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in such documents, which supersede all prior and contemporaneous agreements, representations and understandings of the parties with respect thereto. No supplement, modification or amendment of this Easement Agreement shall be binding unless executed in writing by all parties. No waiver of any of the provisions of this Easement Agreement shall be deemed, or shall constitute, a waiver of any other

provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed, in writing, by the party making the waiver. No amendment to this Easement Agreement shall in any way affect the rights of a holder (a “**Mortgagee**”) of a mortgage, deed of trust or other security agreement (a “**Mortgage**”) creating a lien on an owner’s interest in a Parcel or a portion of a Parcel as security for the payment of indebtedness 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 arrangement or proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment.

(d) This Easement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The recitals stated above and the exhibits attached to this Easement Agreement shall be and hereby are incorporated in and an integral part of this Easement Agreement by this reference.

(e) This Easement Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and the Burdened Parcels and the Benefited Parcels shall be subject to the easements, covenants, restrictions and charges set forth herein, which shall run with each of the Burdened Parcels and the Benefited Parcels and shall be binding upon all parties having or acquiring any right, title or interest in (i) the Burdened Parcels, or any part thereof, by, through or under the Burdened Parcel Owner, or (ii) the Benefited Parcels, or any part thereof, by, through or under the Burdened Parcel Owners, as the case may be.

(f) In the event that any provision of this Easement Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Easement Agreement.

(g) Nothing contained herein will be construed or deemed to constitute a dedication, express or implied, of any real property to or for any public use or purpose whatsoever.

(h) For purposes of this Easement Agreement, “*force majeure*” shall mean any delay caused by acts of nature, strikes, lockouts, other labor troubles, riots, civil commotion, insurrection, war or other reason not the fault of the party delayed (financial inability excepted), in which case performance of the action in question shall be excused for the period of delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

(i) In the event of default by either party, or if any action is brought because of any breach of or to enforce or interpret any of the provisions of this Easement Agreement, the defaulting party or the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys’ fees, costs and expenses incurred in the enforcement of or the termination of this Easement Agreement.

(j) Concurrently with the execution and delivery of this Easement Agreement, this Easement Agreement shall be recorded against the Burdened Parcels and the Benefited Parcels in the official real estate records of Salt Lake County, Utah.

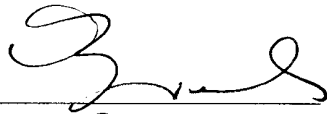
[signatures and acknowledgments on following page]

IN WITNESS WHEREOF, Declarant has executed this Easement Agreement to be effective as of the date first written above.

DECLARANT

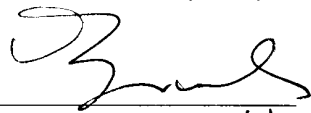
BOYER BANGERTER, L.C., a Utah limited liability company, by its manager

By: THE BOYER COMPANY, L.C., a Utah limited liability company

By: 
Name: BRIAN GOCHNOUR
Title: Manager

EAST BAY ASSOCIATES NO. 2 LTD, a Utah limited partnership, by its general partner

By: THE BOYER COMPANY, L.C., a Utah limited liability company

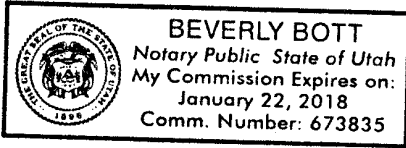
By: 
Name: BRIAN GOCHNOUR
Title: Manager

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

On this 23rd day of March, 2017, personally appeared before me Brian Gochnour, the person who executed the within instrument as a manager of The Boyer Company, L.C., a Utah limited liability company, the manager of Boyer Bangarter, L.C., a Utah limited liability company, and acknowledged to me that he executed the within instrument on behalf of said company.

Beverly Bott
Notary Public

My Commission Expires: 1/22/18



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

On this 23rd day of March, 2017, personally appeared before me Brian Gochnour, the person who executed the within instrument as a manager of The Boyer Company, L.C., a Utah limited liability company, the general partners of East Bay Associates No. 2, LTD, a Utah limited partnership, and acknowledged to me that he executed the within instrument on behalf of said company.

Beverly Bott
Notary Public

My Commission Expires: 1/22/18

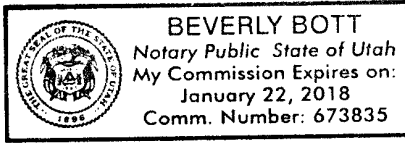


EXHIBIT "A"

(Description of Real Property)

Property located in Salt Lake County, Utah more particularly described as follows:

Parcel 1

Lot 1, 136 Center Office Plat, according to the official plat thereof filed in the office of the Salt Lake County Recorder, State of Utah.

Parcel 2

Lot 2, 136 Center Office Plat, according to the official plat thereof filed in the office of the Salt Lake County Recorder, State of Utah.

Parcel 3

Lot 3, 136 Center Office Plat, according to the official plat thereof filed in the office of the Salt Lake County Recorder, State of Utah.

EXHIBIT "B"

(Description of Access Area)

Property located in Salt Lake County, Utah more particularly described as follows:

Beginning at a point being North 89°59'54" West 773.60 feet along the section line and North 605.03 feet from the East Quarter Corner of Section 1, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running

- thence North 89°37'41" West 29.50 feet;
- thence South 00°22'19" West 260.12 feet;
- thence North 89°56'19" West 24.00 feet;
- thence North 00°22'19" East 260.25 feet;
- thence North 89°37'41" West 260.23 feet;
- thence Northwesterly 169.83 feet along the arc of a 515.50 foot radius curve to the right (center bears North 00°22'19" East and the chord bears North 80°11'23" West 169.07 feet with a central angle of 18°52'34");
- thence North 70°45'06" West 6.14 feet;
- thence South 19°14'54" West 73.61 feet;
- thence Southwesterly 48.37 feet along the arc of a 145.00 foot radius curve to the left (center bears South 70°30'48" East and the chord bears South 09°55'46" West 48.15 feet with a central angle of 19°06'53");
- thence South 00°22'19" West 91.11 feet;
- thence Southeasterly 52.70 feet along the arc of a 189.00 foot radius curve to the left (center bears South 89°37'41" East and the chord bears South 07°37'00" East 52.53 feet with a central angle of 15°58'39");
- thence Southeasterly 30.30 feet along the arc of a 199.50 foot radius curve to the right (center bears South 74°23'41" West and the chord bears South 11°15'14" East 30.27 feet with a central angle of 08°42'10");
- thence South 06°54'09" East 20.62 feet;
- thence South 00°08'38" East 218.55 feet;
- thence South 07°39'17" East 14.62 feet;
- thence South 05°46'06" East 31.66 feet;
- thence South 00°08'33" East 15.93 feet;
- thence South 89°51'27" West 22.00 feet;
- thence North 00°08'33" West 14.85 feet;
- thence North 05°46'06" West 51.16 feet;
- thence North 00°08'38" West 213.42 feet;
- thence North 06°54'09" West 19.32 feet;
- thence Northwesterly 26.96 feet along the arc of a 177.50 foot radius curve to the left (center bears South 83°05'51" West and the chord bears North 11°15'14" West 26.94 feet with a central angle of 08°42'10");
- thence Northwesterly 58.84 feet along the arc of a 211.00 foot radius curve to the right (center bears North 74°23'41" East and the chord bears North 07°37'00" West 58.65 feet with a central angle of 15°58'39");
- thence North 00°22'19" East 91.11 feet;
- thence Northeasterly 55.67 feet along the arc of a 167.00 foot radius curve to the right (center bears South 89°37'41" East and the chord bears North 09°55'17" East 55.41 feet with a central angle of 19°05'54");
- thence North 19°14'54" East 73.56 feet;
- thence North 70°45'06" West 337.58 feet;
- thence Northeasterly 31.00 feet along the arc of a 596.37 foot radius curve to the left (center bears North 69°15'45" West and the chord bears North 19°14'54" East 31.00 feet with a central angle of 02°58'43");
- thence South 70°45'06" East 365.72 feet;
- thence Southeasterly 159.62 feet along the arc of a 484.50 foot radius curve to the left (center bears North 19°14'54" East and the chord bears South 80°11'23" East 158.90 feet with a central angle of 18°52'34");
- thence South 89°37'41" East 313.73 feet;
- thence South 00°22'19" West 31.00 feet to the point of beginning.

EXHIBIT "C"

(Depiction of Access Area)

(see attached)

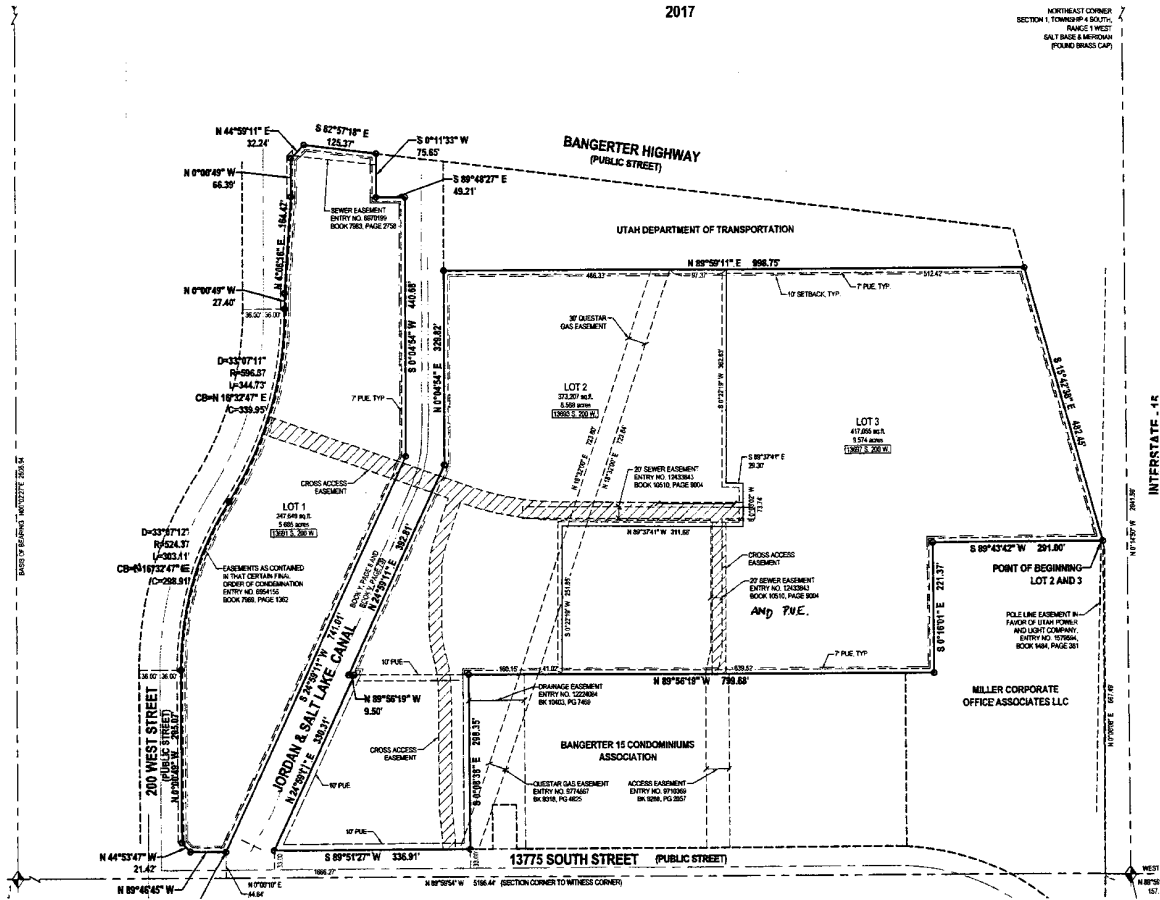


EXHIBIT "D"

(Depiction of Parking Area)

(see attached)

