

**PLANNING COMMISSION STAFF REPORT  
ADMINISTRATIVE ITEM**

**PLNPCM2011-00513**

**PLNSUB2011-00514**

**630 Kommas Development  
Conditional Use/Planned Development  
714 South Arapeen Drive  
November 30, 2011**



Planning Division  
Department of Community and  
Economic Development

**Applicant:**

Woodbury Corporation

**Staff:** Elizabeth Reining  
801-535-6313  
elizabeth.reining@slcgov.com

**Tax ID:** 16-03-300-001

**Current Zone:** RP

**Master Plan Designation:**

East Bench Community  
Master Plan  
Institutional

**Council District:**

Council District 6, JT Martin

**Community Council:**

N/A

**Lot Size:** 3.4 acres

**Current Use:** Vacant Lot

**Applicable Land Use**

**Regulations:**

- 21A.32.020 RP
- 21A.54 Conditional Uses
- 21A.55 Planned Developments

**Notice:**

Mailing Notice: Nov. 17, 2011  
Property Posted: Nov. 21, 2011  
Agenda Published:  
Nov. 17, 2011

**Attachments:**

- A. Applicant Information
- B. Photographs
- C. Department Comments

***Request***

Woodbury Corporation is requesting conditional use and planned development approval that would allow them to build a multi-story office and laboratory building that will exceed the maximum allowed building height, not have frontage on a public right-of-way and have an off-premise sign in the Research Park (RP) zoning district. The Planning Commission has final decision making authority for conditional uses and planned developments.

***Recommendation***

Based on the findings listed in the staff report, it is the Planning Staff's opinion that overall the project generally meets the applicable standards and therefore, recommends the Planning Commission approve the request. The recommendation has the following conditions:

1. Final signage to be approved by staff
2. Applicant meets staff comments

***Recommended Motion***

Based on the findings listed in the staff report and the testimony heard, I move that the Planning Commission approve Petition PLNPCM2011-00513 for a conditional use and Petition PLNSUB2011-00514 for a planned development with the following conditions:

1. Final signage to be approved by staff
2. Applicant meets staff comments

## VICINITY MAP



### **Project Description**

The subject property is located in the Research Park (RP) zoning district and part of a larger lot that is addressed 714 South Arapeen Drive. It is located on the eastern side of Foothill Boulevard south of Wakara Way. It is generally west of Komas Drive and referred to as 630 Komas by the developer. Currently, the property is vacant. The applicant, Woodbury Corporation, wants to place a three story 60,000 square foot office and laboratory building on the site with a possible 15,000 square foot expansion in the future (See Attachment A: Applicant Information). Woodbury has initially leased 50% of the proposed building to Blackrock Microsystems.

The building will be constructed of a combination of brick, windows and glazed curtain walls. The main entrance will be from an interior parking lot to the north. The building façade along Foothill Boulevard will be forty-five percent (45%) glass and have both vertical and horizontal breaks. The mechanical equipment will be enclosed in a rooftop penthouse.

The property was once part of a campus owned by Evans & Sutherland that also included the three surrounding properties, 600 Komas Drive, 650 Komas Drive and 770 Komas Drive. During the last decade, Evans & Sutherland sold the developed 600 Komas Drive and 650 Komas Drive properties and the undeveloped 630 Komas Drive property. The subject property, 630 Komas, does not have direct access to a public right-of-way. While it is along Foothill Boulevard, the University of Utah owns a strip of property along the entire length of Foothill Boulevard in Research Park and limits access to that road. The subject property gained dedicated access easements when the Evans & Sutherland campus was broken up. 630 Komas has easements to Wakara Way and Komas Drive through 600 Komas Drive and 650 Komas Drive.

Woodbury Corporation has applied for a conditional use because the proposed building height will exceed the Research Park (RP) zoning district's maximum building height of forty-five feet (45'). The building's height will average 56'3" along Foothill Boulevard and 48'3" towards Komas Drive. The top 9'6" of the building will

be the structure housing the mechanical equipment. The Research Park (RP) zoning district allows up to a height of seventy-five feet (75') with a conditional use if the building is supported by the master plan and compatible with the adjacent neighborhood.

A planned development is being applied for because the building does not have right-of-way frontage and Woodbury Corporation would like to place an off-premise monument sign at 650 Komasa Drive to direct visitors to 630 Komasa Drive. Woodbury Corporation also owns 650 Komasa Drive.

### **Master Plan Discussion**

The subject property is found in the *East Bench Community Master Plan*. The property is designated as Institutional because it is located in Research Park, owned by the University of Utah. The proposed office and laboratory building is similar to the surrounding property and other developments in Research Park. The proposed development is consistent with the master plan.

### **Public Comment**

The proposed development was presented at the October 27, 2011 Open House. No comments were received.

### **City Department Comments**

The comments received from pertinent City Departments/Divisions are attached to this staff report in Attachment D. Several comments need to be conditions of approval. Those comments are:

- Zoning- Recommends including the signage in the planned development approval. This will avoid any possible problems later because of the unusual location of this building.
- Building- Future development must meet all applicable construction codes.
- Transportation- The notes for the parking calculations do not match the plans for various building sizes and parking stalls noted or shown. The Civil Plans do not match the Landscape Plans and the revised grading plan (corrected grades must comply with SLC standards) do not match sidewalk circulation proposals. The bike rack area indicated needs to be detailed to comply with the City's requirement that the bike frame be supported in two locations. Transportation suggests using an inverted "U" type rack. The sidewalk abutting the accessible stalls needs to be 6'+ wide to address vehicle overhang. Accessible ramps are required to address access from the public pedestrian walk way.

### **Analysis and Findings**

#### **Conditional Use**

**21A.54.080 B. Specific Standards:** A conditional use permit shall be approved unless the evidence presented shows that one (1) or more of the standards set forth in this subsection cannot be met.

1. **Master Plan and Zoning Ordinance Compliance:** The proposed conditional use shall be:
  - a. Consistent with any policy set forth in the City-Wide, Community, and Small Area Master plan and future land use map applicable to the site where the conditional use will be located; and,
  - b. Allowed by the zone where the conditional use will be located or by another applicable provision of this title.

**Analysis:** The proposed office and laboratory building is supported by the applicable master plan, *East Bench Community Master Plan*, and allowed in the Research Park (RP) zoning district. The conditional

use permit is being pursued because the applicant wishes to construct a building taller than the forty-five foot (45') maximum height limit but less than seventy-five feet (75'), the maximum height allowed with a conditional use. The ordinance language states that the Planning Commission can approve the conditional use if the height is supported by the master plan and compatible with the adjacent neighborhood (21A.32.020.D). Two of the three surrounding buildings, 600 Komasa and 770 Komasa, exceed the allowed height at fifty-two feet (52') and 54'6" respectively. The third surrounding structure, 650 Komasa, has a height of 36'7", but is further away from the subject property.

**Finding:** The proposal meets this standard.

2. **Use Compatibility:** The proposed conditional use shall be compatible with the character of the site, adjacent properties, and existing development within the vicinity of the site where the use will be located. In determining compatibility, the Planning Commission shall consider:
  - a. Whether the street or other means of access to the site where the proposed conditional use will be located will provide access to the site without materially degrading the service level on such street or any adjacent street;
  - b. Whether the type of use and its location will create unusual pedestrian or vehicle traffic patterns or volumes that would not be expected with the development of a permitted use, based on:
    - i. Orientation of driveways and whether they direct traffic to major or local streets, and, if directed to local streets, the impact on the safety, purpose, and character of these streets;
    - ii. Parking area locations and size, and whether parking plans are likely to encourage street side parking for the proposed use which will adversely impact the reasonable use of adjacent property;
    - iii. Hours of peak traffic to the proposed use and whether such traffic will unreasonably impair the use and enjoyment of adjacent property; and
    - iv. Hours of operation of the proposed use as compared with the hours of activity/operation of other nearby uses and whether the use, during hours of operation, will be likely to create noise, light, or other nuisances that unreasonably impair the use and enjoyment of adjacent property;
  - c. Whether the internal circulation system of any development associated with the proposed use will be designed to mitigate adverse impacts on adjacent property from motorized, non-motorized, and pedestrian traffic;
  - d. Whether existing or proposed utility and public services will be adequate to support the proposed use at normal service levels and will be designed in a manner to avoid adverse impacts on adjacent land uses, public services, and utility resources;
  - e. Whether appropriate buffering or other mitigation measures, such as, but not limited to, landscaping, setbacks, building location, sound attenuation, odor control, will be provided to protect adjacent land uses from excessive light, noise, odor and visual impacts and other unusual disturbances from trash collection, deliveries, and mechanical equipment resulting from the proposed use; and
  - f. Whether detrimental concentration of existing non-conforming or conditional uses substantially similar to the use proposed is likely to occur, based on an inventory of uses within one-quarter (1/4) mile of the exterior boundary of the subject property.

**Analysis:** The proposed use as an office and laboratory building is similar to the surrounding building uses, including a computer developer, medical clinics and an aviation systems company. The primary tenant of the proposed project, Blackrock Microsystems, specializes in neuroscience research and is already a tenant of Research Park.

The project will produce similar traffic patterns as the surrounding properties as business hours will likely be the same. Since the 630 Komasa development does not have direct access to a public right-of-

way, building users will have to drive through the 600 Kommas or 650 Kommas property to access 630 Kommas' on-site parking lots. This action might cause congestion in the internal parking lots of the other two properties. But because the proposed project, 630 Kommas, has access to both properties and those properties have multiple parking entrances, the possible traffic congestion should be relieved somewhat.

Existing utilities should be adequate for the proposed project. There is an existing detention pond to the north of the 630 Kommas that was built at the time of the original campus development. This detention pond was designed to handle the build out of the entire campus, including the 630 Kommas property. Landscaping has been designed to help screen service areas and make the property compatible with its immediate neighbors and the rest of Research Park.

**Finding:** The proposal meets this standard. The proposed use is similar to surrounding uses, will not have hours that impair the use of other properties and will not create unreasonable traffic.

3. **Design Compatibility:** The proposed conditional use shall be compatible with the character of the area where the use will be located with respect to:
- a. Site design and location of parking lots, access ways, and delivery areas;
  - b. Whether the proposed use, or development associated with the use, will result in loss of privacy, objectionable views of large parking or storage areas; or views or sounds of loading and unloading areas; and
  - c. Intensity, size, and scale of development associated with the use as compared to development and uses in the surrounding area.
  - d. If a proposed conditional use will result in new construction or substantial remodeling of a commercial or mixed-used development, the design of the premises where the use will be located shall conform to the conditional building and site design review standards set forth in Chapter 21A.59 of this title.

**Analysis:** The proposed building at 630 Kommas has a similar design character as the surrounding buildings and other structures throughout Research Park because of its proposed use. The use of glass along Foothill Boulevard will give the building a similar look to the University of Utah Orthopedic Clinic across Wakara Way from the proposed building along Foothill Boulevard. The proposed building's parking will be hidden from Foothill Boulevard by both the building and a natural grade change. The proposal generally meets the conditional building and site design standards because of the amount of glass used, the building and signage's pedestrian orientation and use of landscaping.

**Finding:** The proposal generally meets this standard.

4. **Detriment to Persons or Property:** The proposed conditional use shall not, under the circumstances of the particular case and any conditions imposed, be detrimental to the health, safety, and general welfare of persons, nor be injurious to property and improvements in the community, existing surrounding uses, buildings, and structures. The proposed use shall:
- a. Not emit any known pollutant into the ground or air that will detrimentally affect the subject property or any adjacent property;
  - b. Not encroach on any river or stream, or direct runoff into a river or stream;
  - c. Not introduce any hazard or potential for damage to an adjacent property that cannot be mitigated;
  - d. Be consistent with the type of existing uses surrounding the subject property; and
  - e. Improve the character of the area by encouraging reinvestment and upgrading of surrounding properties.

**Analysis:** The proposed use will not be detrimental to neighbors or surrounding properties. The proposed development is a standard use in the Research Park (RP) zoning district. The proposed office and laboratory building is similar and compatible with the surrounding building uses.

**Finding:** The proposal generally meets this standard.

5. **Compliance with Other Applicable Regulations:** The proposed conditional use and any associated development shall comply with any other applicable code or ordinance requirement.

**Analysis:** The proposed development meets all applicable zoning regulations besides the three requests included in the conditional use and planned development applications: additional height, no public right-of-way access and an off-premise sign. The proposed development is similar to other uses in the surrounding area and is allowed in the Research Park (RP) zoning district.

**Finding:** The proposal meets this standard.

### **Planned Development**

#### **21A.55.050: Standards for Planned Development Review**

- A. Planned Development Objectives:** The proposed planned development shall meet the purpose statement for a planned development (21A.55.010) and will achieve at least one of the objectives stated in said section.

**Analysis:** The proposed development meets three of the planned development objectives stated in Section 21A.55.010. The proposed building will have a similar form to the surrounding buildings. The parking is hidden by the building and a natural grade change from Foothill Boulevard. Also, the building will utilize green building techniques by meeting LEED silver standards.

**Finding:** The proposal meets this standard.

- B. Master Plan and Zoning Ordinance Compliance:** The proposed planned development shall be:
- a. Consistent with any adopted policy set forth in the citywide, community, and/or small area master plan and future land use map applicable to the site where the planned development will be located, and
  - b. Allowed by the zone where the planned development will be located or by another applicable provision of this title.

**Analysis:** As stated in the conditional use review, the proposed office and laboratory building is supported by the applicable master plan, *East Bench Community Master Plan*, and is allowed in the Research Park (RP) zoning district. A planned development is being pursued because the proposed development will not have direct access to a public right-of-way and the developer is proposing an off-premise monument sign. The proposed development was originally planned as part of a campus with access to Wakara Way and Komas Drive. Less than ten years ago, the campus was divided into four properties denying the subject property of right-of-way access. To balance this, an access easement agreement was created to give right-of-way access to the subject property through other properties included in the former campus. That easement agreement is still in effect. While the property is along Foothill Boulevard it does not have access to that road. The University of Utah owns a strip of land between the subject property and the right-of-way to specifically limit access points from Foothill Boulevard.

The developer is requesting an off-premise monument sign at 650 Kommas, also owned by the developer, to direct people to the new development from the public right-of-way, Kommas Drive. The sign will meet all sign standards for the zoning district except for not being on the subject property.

**Finding:** The proposal meets this standard.

- C. Compatibility:** The proposed planned development shall be compatible with the character of the site, adjacent properties, and existing development within the vicinity of the site where the use will be located. In determining compatibility, the Planning Commission shall consider:
- a. Where the street or other means of access to the site provide the necessary ingress/egress without materially degrading the service level on such street/access or any adjacent street/access;
  - b. Whether the planned development and its location will create unusual pedestrian or vehicle traffic patterns or volumes that would not be expected, based on:
    - i. Orientation of driveways and whether they direct traffic to major or local streets, and, if directed to local streets, the impact on the safety, purpose and character of these streets;
    - ii. Parking area locations and size, and whether parking plans are likely to encourage street side parking for the planned development which will adversely impact the reasonable use of adjacent property;
    - iii. Hours of peak traffic to the proposed planned development and whether such traffic will unreasonably impair the use and enjoyment of adjacent property.
  - c. Whether the internal circulation system of the proposed planned development will be designed to mitigate adverse impacts on adjacent property from motorized, non-motorized and pedestrian traffic;
  - d. Whether existing or proposed utility and public services will be adequate to support the proposed planned development at normal service levels and will be designed in a manner to avoid adverse impacts on adjacent land uses, public services and utility resources;
  - e. Whether appropriate buffering or other mitigation measures, such as, but not limited to, landscaping, setbacks, building location, sound attenuation, odor control, will be provided to protect adjacent land uses from excessive light, noise, odor and visual impacts and other unusual disturbances from trash collection, deliveries and mechanical equipment resulting from the proposed planned development; and,
  - f. Whether the intensity, size and scale of the proposed planned development is compatible with adjacent properties.

**Analysis:** The proposed use as an office and laboratory building is similar to the surrounding building uses, including a computer developer, medical clinics and an aviation systems company. The primary tenant of the proposed project, Blackrock Microsystems, specializes in neuroscience research and is already a tenant of Research Park.

The project will produce similar traffic patterns of the surrounding properties as business hours will likely be the same. Since 630 Kommas does not have direct access to public right-of-way, building users will have to drive through the 600 Kommas and 650 Kommas properties to access 630 Kommas' on-site parking lots. This action might cause congestion in the internal parking lots. But, because the proposed project, 630 Kommas, has access to both properties and those properties have multiple parking entrances, the possible traffic congestion should be relieved somewhat.

Existing utilities should be adequate for the proposed project. There is an existing detention pond to the north of the 630 Kommas that was built at the time of the original campus development that can handle drainage from the subject property. Landscaping has been designed to help screen service areas make the property compatible with its immediate neighbors and the rest of Research Park.

**Finding:** The proposal meets this standard. The proposed use is similar to surrounding uses, will not have hours that impair the use of other properties and will not create unreasonable traffic.

**D. Landscaping:** Existing mature vegetation on a given parcel of development shall be maintained. Additional or new landscaping shall be appropriate for the scale of the development, and shall primarily consist of drought tolerant species.

**Analysis:** Current vegetation on site consists of scrub trees, bushes and grass. The developer intends to landscape 30% of the proposed development, using mostly new materials. The landscaping will be concentrated around the building and in parking lot islands. The proposed landscaping will consist of trees, grasses, flowers, shrubs, mulch beds and decorative gravels. All landscaping will be fully irrigated.

**Finding:** The proposal generally meets this standard.

**E. Preservation:** The proposed planned development shall preserve any historical, architectural and environmental features of the property.

**Analysis:** There are no distinct historical, architectural or environmental features on the property itself. There is an existing drainage pond directly to the north that will be maintained and not disturbed by this project.

**Finding:** The proposal meets this standard.

**F. Compliance with Other Applicable Regulations:** The proposed planned development shall comply with any other applicable code or ordinance requirement.

**Analysis:** The proposed development meets all applicable zoning regulations besides the three included in the conditional use and planned development applications: additional height, no public right-of-way access and an off premise sign. The proposed development is similar to other uses in the surrounding area and is allowed in the Research Park (RP) zoning district.

**Finding:** The proposal meets this standard.

### ***Board/Commission Options***

Options for the conditional use and planned development applications include approval, approval with conditions or denial of the requests. If the conditional use request is denied, Woodbury Corporation would have to construct a building that meets the forty-five foot (45') maximum height limit. If the conditional use application is approved, the building can be constructed as planned. If the planned development request is denied, Woodbury cannot develop this parcel because it does not have access to a public right-of-way. If the planned development is approved, the project can move forward as proposed.



## **Attachment A Applicant Information**



# Planned Development

Komas West Development: U. of U. Research Park

### OFFICE USE ONLY

Petition No.:  
Date Received:  
Reviewed By:

SALT LAKE CITY PLANNING

Proposed Planned Development Name:  
Komas West Development: University of Utah Research Park

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Subject property address:  
630 Komas Drive.

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Applicant name: Woodbury Corporation (Luke Woodbury)      Applicant Phone: 801-485-7770

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Applicant Address:  
2733 E Parleys Way, Salt Lake City, UT 84109

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Applicant e-mail address: luke.woodbury@woodburycorp.com      Cell/Fax: Fax: 801-485-0209

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Applicant's interest in subject property:  
Owner, developer, and manager of the 630 Komas Dr. property (and the the 650 Komas property)

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Property owner(s) name: Luke Woodbury; representative of Woodbury Corporation      Phone: 801-485-7770

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Property owner e-mail address: luke.woodbury@woodburycorp.com      Cell/Fax: Fax: 801-485-0209

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If subdivision, provide subdivision engineer:      Phone:

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Zoning: RP - Research Park      Total Acreage: 26 Acres

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County Tax ID ("Parcel #") for all properties involved:  
1603300002; 1610126003

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Existing Property Use: Research Park Office, (vacant land)      Proposed Property Use: Research Park Office

**Please include with the application:**

1. The cost of first class postage for each address located within 300' of the subject parcel(s) is due at time of application. Please do not provide postage stamps.
2. A legal description of the subject property.
3. A vicinity map, drawn to scale, showing zoning districts and current uses of properties within 200 feet of the subject parcels.
4. Ten (10) copies of a preliminary development plan and elevation drawings prepared according to the attached guidelines beginning of page 2 of this application.
5. Ten (10) copies of a project description and discussion of the questions listed on page 2 of this application.
7. If applicable, a signed, notarized statement of consent authorizing applicant to act as an agent.
8. A filing fee of \$664.44 is required plus \$110.74 per acre in excess of one acre. All fees are due at time of application.

**Notice:** Additional information may be required by the project planner to ensure adequate information is provided for staff analysis. All information submitted as part of the application may be copied and made public including professional architectural or engineering drawings which will be made available to decision makers, public and any interested party.

**If you have any questions regarding the requirements of this application, please contact the Salt Lake City Buzz Center at 801-535-7700 prior to submittal.**

File the complete application at:  
SLC Buzz Center  
PO Box 145471  
451 South State Street, Room 215  
Salt Lake City, UT 84111

Signature of Property Owner

Date

9/1/2011

Or Authorized Agent



# Conditional Use

630 Komas Drive Research Park Office Building

OFFICE USE ONLY

Petition No.:

Date Received:

Reviewed By:

SALT LAKE CITY PLANNING

Address of Subject Property:  
2733 E Parleys Way Suite 300, Salt Lake City, UT 84109

Project Name:  
2733 E Parleys Way Suite 300, Salt Lake City, UT 84109

Name of Applicant:  
Luke Woodbury; Woodbury Corporation

Phone:  
801-485-7770

Address of Applicant:  
2733 E Parleys Way Suite 300, Salt Lake City, UT 84109

E-mail Address of Applicant:  
luke.woodbury@woodburycorp.com

Cell/Fax:  
Fax: 801-485-0209

Name of Property Owner:  
Woodbury Corporation

Phone:  
801-485-7770

E-mail Address of Property Owner:  
luke.woodbury@woodburycorp.com

Cell/Fax:  
Fax: 801-485-0209

County Tax ("Parcel") #:  
Parcel 7 SID: 16-03-300-001

Zoning:  
RP - Research Park

Type of Modification Requested:  
Building Height

Existing Property Use:

Proposed Property Use:

Vacant Research Park Land

Research Park Office

### Please include with the application:

1. The cost of first-class postage for each property owner and tenant within 85 feet, or within 300 feet if new construction of a principal building is due at the time of application. Please do not provide postage stamps.
2. A legal description of the subject property.
3. Ten (10) copies of a preliminary site development plan, floor plans, elevation drawings, and sign plans prepared according to the attached guidelines.
4. Answers to questions on the back of this form.
5. If applicable, a signed, notarized statement of consent authorizing applicant to act as an agent
6. Filing fee of \$664.44 plus \$110.74 per acre in excess of one acre.

**Filing fee is required at the time of application.**

**Notice:** Additional information may be required by the project planner to ensure adequate information is provided for staff analysis. All information submitted as part of the application may be copied and made public including professional architectural or engineering drawings which will be made available to decision makers, public and any interested party.

**If you have any questions regarding the requirements of this application, please contact the Salt Lake City Buzz Center at 801-535-7700 prior to submittal.**

**File the complete application at:**  
Salt Lake City Buzz Center  
PO Box 145471  
451 South State Street, Room 215  
Salt Lake City, UT 84111

Signature of Property Owner  
Or authorized agent

## 630 KOMAS DRIVE OFFICE BUILDING DEVELOPMENT

630 KOMAS DRIVE  
UNIVERSITY OF UTAH RESEARCH PARK  
SALT LAKE CITY, UTAH  
August 26, 2011

### APPLICANT

Woodbury Corporation is the developer representing Obsidian L.L.C., a joint venture between Florian Solzbacher and a wholly-controlled entity of the Woodbury family.

### SUMMARY NARRATIVE

The project is located east of Foothill Drive in the University of Utah Research Park. The property is adjacent to the properties of three other Research Park office buildings: 600 Kommas Dr. (north) - owned and occupied by Rockwell Collins Inc.; 650 Kommas Dr. (east) - a multi-tenant building owned by a Woodbury Corporation entity; and 770 Kommas Dr. (south) - owned by Wasatch Capital and leased by Evans & Sutherland. The project will be 3-story building with approximately 60,000 square foot of office space and laboratory. The building will be designed to allow for a future 15,000 square foot, 3-story expansion to the south should future demand justify such. Approximately 50% of the building will initially be leased by Blackrock Microsystems. The new building will be a very similar use and scale as the three buildings on the adjacent properties. The building will be type 2B construction and will be fully fire-sprinkled.

### 630 KOMAS DEED DISCRIPTION

The following is the legal description of the 630 Kommas Drive property – Parcel 7; Sidwell No. 16-03-300-001:

*BEGINNING at a point which is North 886.114 feet and West 1377.035 feet from a Salt Lake City Monument at the intersection of Sunnyside Avenue and Padley Street, said Monument being South 65°48'24" West 3622.62 feet and East 97.00 feet and South 58.20 feet from the Southeast corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 43°19'53" West 245.767 feet; thence North 12°21'26" West 312.856 feet; thence North 82°47'10" East 208.879 feet to a point on the arc of a 608.887 foot radius curve, the center of which bears North 82°02' 11" East; thence Southeasterly along said curve to the left through a central angle of 33°57'39", a distance of 360.905 feet; thence North 40°58' East 105.291 feet; thence South 49°00' East 292.731 feet; thence South 60°00' West 71.105 feet; thence North 30°00' West 20.50 feet to a point on the arc of a 212.471 foot radius curve, the center of which bears North 30°00' West; thence Southwesterly along said curve to the right through a central angle of 74°00', a distance of 274.416 feet; thence South 44°00' West 123.669 feet to the point of beginning.*

*Contains 146,485 sq. ft. or 3.3628 acres.*

*Together with a 26 foot wide access easement to Kommas Drive.*

### NEIGHBORING PROPERTIES

#### Historical Background:

This property together with the adjoining properties is part of what was formerly a 25.75 acre wholly owned campus for Evans & Sutherland. Evans & Sutherland was one of the world's first computer graphics companies and in the early 1970's, was the first to develop hardware and software technology for flight simulation; used extensively for military and pilot training. E & S systems included complete aircraft cockpits with the capability of simulating various atmospheric conditions

which were surrounded by graphic screen chambers digitally projecting what pilots would see including representations of many of the world’s airports. Many of its employees were active or former students at the University of Utah, and included Jim Clark who started Silicon Graphics, Ed Catmull, co-founder of Pixar, and John Warnock of Adobe.

The company grew rapidly, constructing and occupying in the 1980’s each of the three surrounding buildings. The proposed property was originally intended for an additional building to accommodate more growth. However, Evans & Sutherland’s operations and employment needs subsequently dropped off so the additional property was never developed. In the early 2000’s, the original campus was subdivided into four separate parcels as indicated below, and two of the buildings were sold off.

Properties	Acres
600 Komas Drive	10.56
650 Komas Drive	5.91
770 Komas Drive	5.92
630 Komas Drive	3.36
<b>TOTAL</b>	<b>25.75</b>

An easement agreement was created when the campus was subdivided providing for cross access, joint use of existing utilities and drainage systems, and granting each separate owner rights to extend and connect to such systems as required to accommodate their future operations and development.

- **770 Komas:** This parcel continues to be occupied by Evans and Sutherland whose primary product now is hardware and software used in digital planetariums and other theaters. Their products include laser projectors, domed projection screens, and complete planetarium packages.
- **650 Komas:** This parcel and building is owned by a Woodbury owned and managed entity. It houses several adjunct operations of the University Hospital, including its psychiatric, family, and behavioral-health offices and clinics.
- **600 Komas:** This parcel and building is occupied by Rockwell Collins which is a large United States-based international company headquartered in Cedar Rapids, Iowa, primarily providing aviation and information technology systems and services to governmental agencies and aircraft manufacturers. In 2001 it purchased the avionics division of Evans & Sutherland.
- **630 Komas:** This is the proposed development parcel which is currently undeveloped and vacant. Woodbury has discussed the project with representatives of University of Utah Research Park, Rockwell Collins, Evans and Sutherland, and Wasatch Capital. The neighboring property owners are in favor of the development of this land and did not raise any significant concerns.
- **Foothill Boulevard Property:** There is technically land between the Foothill Boulevard right of way line and the parcel line. This is owned and maintained by the University of Utah

## ACCESS

Primary vehicular access for this project is from Komas Drive, across the 650 Komas property. There is also access from Wakara Way across the 600 Komas property. Access easements; set forth in a recorded document *Amended and Restated Declaration of Easements* dated June 25, 2004 (copy attached hereto); currently exist through all properties on all existing parking lots and aisles. There is additional pedestrian and bike access from the path along Foothill Drive.

## SITE PLAN AND LAND USE

The proposed development will represent a substantial upgrade to this highly visible, and currently vacant, site. The new project will add activity and appropriate density to this area of the Research Park while complimenting and enriching the existing character of the surrounding buildings and landscaped open spaces.

- **Current Conditions:** The east side of the site, near Foothill Drive, has maintained grass, a few trees and a concrete pedestrian/bike path. However, the remainder of the site is largely weeds with only a few trees. The character of this undeveloped land is inconsistent with that which exists elsewhere along Foothill Boulevard, in the Research Park, the neighborhood, and the city.

The area could benefit visually, functionally, and economically from developing this land. The development will fill in the vacant, weeded land with a new high-quality building and landscaping. The development of this project will provide additional land rental income to the University's Research Park, increase the property tax base to Salt Lake City, create space for new business and employment, and allow an opportunity for existing business to expand. Furthermore, the development will improve circulation within this area of the Research Park by allowing for more cross access through and between the adjoining properties.

- **Proposed Land Use:** The site will be covered by landscape, parking lot, and connecting sidewalks in the amounts and ratios indicated in the Table below.

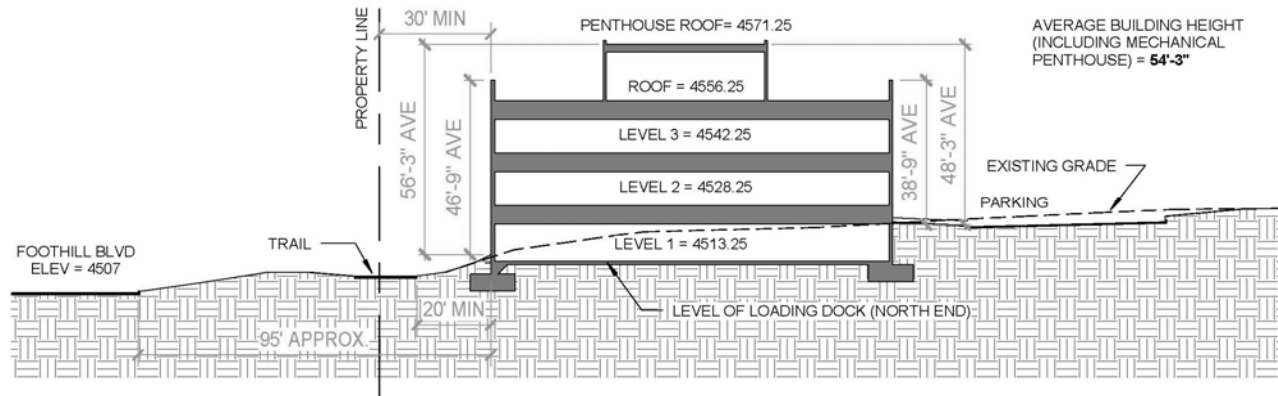
Land Use	Land Coverage Area (SqFt)	Percent of Total
Building (60,000 sqft on three floors)	20,870	14.2%
Parking and loading	77,290	52.8%
Sidewalk and Landscape	47,045	32.1%
Utilities	1,280	0.9%
<b>Total</b>	<b>146,485</b>	<b>100%</b>
Approx. Floor Area Ratio (FAR)		41%
Off-site Landscape and Sidewalk	39,557	
Total Landscape	86,607	



- **Parking:** The parking on the site is a continuation of the existing parking areas to the north and east of the property. This was designed carefully so that the current circulation of the adjoining properties would be minimally impacted and that cross-access and parking could be encouraged. 219 parking spaces (including 7 ADA stalls) will be provided onsite -- 3.7 spaces per 1,000 square feet of building. It is anticipated that an additional 15-20 spaces on the 650 Kommas Drive property (owned by Woodbury Corporation) could also be used, due to the surplus of parking currently on that property. Carpool and Bicycle parking will also be provided. Parking lot lighting will match that which currently exists on the 650 Kommas property. Shielding of lenses to prevent spill over onto adjoining properties will be provided where necessary in accordance with dark sky design principles.
- **Pedestrian/Bike Path:** A pedestrian and bike path, parallel to Foothill Drive, currently crosses through the west portion of the site. This path will not be disturbed. The office building will be setback at least 20' from this trail, so that the trail's function will not be compromised. A walk will be extended from the path around the building to the front entry.
- **Service Areas:** An 8-ft roll up door will be provided on the north end of the lowest floor level. Service and trash areas will also be located on this end of the building. All such areas will be screened from Foothill Blvd. with masonry walls and landscaping. The trash dumpster enclosure will be sufficiently large enough to accommodate separate bins for recyclable products. Gas meters, emergency generators, electrical meters, and transformers will also be located within gated enclosures.
- **Site Topography:** The existing site slopes gently to the north and west. To accommodate transitions between lower level parking areas and higher level areas on the east side. A portion of the site will be graded with a gentle ramp (see Grading plan). Cuts will exceed 2-ft in some locations. Transitions between new and existing grades will be accommodated in landscape areas.
- **Landscaping:** Over 30% of the site will be landscaped. There are no existing specimen trees or natural oak tree clusters on the site. Consequently, the entire site area will be landscaped and irrigated. The landscaped areas will include a combination of grasses, flowers, shrubs, trees, mulch beds and decorative gravels. Drought tolerant plant species and ground covers will be utilized. The lawn areas along Foothill Boulevard will be extended to the buildings and edges of parking. A mixture of deciduous and non-deciduous trees will be provided in accordance with the Research Park approved tree palettes. Groupings of tree clusters will be strategically placed to screen service areas. The design team will consider the landscaping and site elements carefully to ensure that they are well integrated in the overall design and add to the character, design, and function of the project and the Research Park.
- **Building Design:** The massing and scale of the building is similar to those located elsewhere on the Research Park campus. Varying vertical planes are provided to give the building a sculptural feel. Mechanical equipment will be housed in an enclosed rooftop penthouse. Walls will extend the length of the building on either end of the penthouse and will provided screening for other remote condensing units and exhaust and makeup air fans.

Materials comprise of a combination of face-brick masonry (matching the Research Park standard), low-E ribbon windows and glazed curtain walls. The exposed curtain wall portions of the building will have a decorative shade screen of continuous perforated, vertical panels to add visual interest and partially screen intense afternoon solar exposures, contributing to reduced energy consumption. The building will be constructed to LEED Silver standards.

The 1<sup>st</sup> floor level of the building will be recessed approximately 18-30-inches below the adjoining grade of the west side. The west façade is 3-stories, but due to the natural sloping characteristics of the site, the east façade will only be 2-stories. Notwithstanding, because of the equipment penthouse and extended screen walls, the average height of the building will exceed the 45-foot maximum by approximately 9-ft. A concurrent Conditional Use application has been made in conjunction with this Planned Unit application to request approval of the additional height. Such condition would not be necessary were it not for the mechanical penthouse and extend screen walls – the average height of the building without the penthouse is only 42'-9". Because these are located through the center portion of the building, set far away from the primary façade, they will not be visible from Foothill Boulevard. Total building height on the east side is less than the maximum permitted so the penthouse will only be minimally visible. Consequently, their visual impact is negligible.



- Possible Future Expansion:** The Northwest portion of the 770 Komas property and the south corner of the 600 property are currently undeveloped. Woodbury has started conversations with Wasatch Capital and Rockwell Collins to acquire additional land for a future expansion of the 630 Komas building. It is anticipated that an approximate 19,000 square feet of the 770 Komas property and 20,500 square feet of the 600 Komas property could be annexed. The building would be extended approximately 50 ft. further to the south onto the 770 Komas property. Additional parking would be added on the annexed portion of the 600 Komas property. Initial conversations have gone well, and the response has been positive. Woodbury has also discussed this acquisition and expansion plan with the University of Utah Research Park, who also supports the effort.
- Schedule:** Subject to timely approval by the City, the owner expects to start construction in Spring 2012 and complete all work by January 2013.

## HOURS OF OPERATION

The office space will be operational from 8:00 am to 6:00 pm with limited operation after normal business hours. Deliveries will occur during business hours starting at 7:00 am. The north loading area may be used for deliveries and pick-ups throughout the day. In order to minimize the visual impact, topography, building elements, and landscaping will be used to screen the loading area. The trash and recycling enclosure will be located to the northwest of the building and pickup will occur from the loading ramp at that location.

## UTILITIES

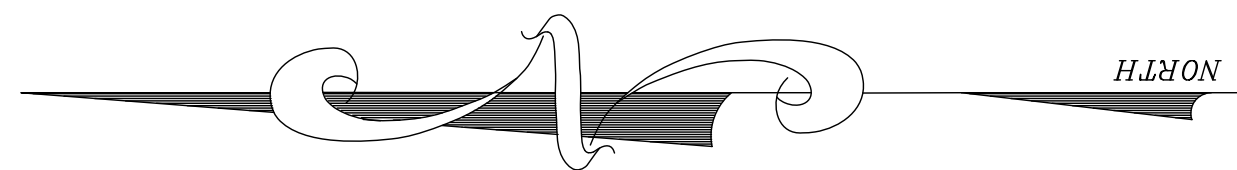
- Sanitary Sewer:** Two sanitary sewer lines connecting to a main line on Foothill Boulevard currently run though the site. These lines will be re-routed to the north of the planned building. Sewer service to the new building will connect directly to the main line in Foothill. Because of the elevation of the new building, no sewage ejectors are anticipated.
- Culinary Water:** There is an existing culinary water main to the east of the site that loops through the 600 Komas property to Wakara. New water lines will be run west into the site for culinary service.
- Fire Water:** Two new hydrants are anticipated to the northeast and southeast of the building. The building will be fully sprinkled with a fire riser and Fire Department connection on the east or north side of the building.
- Storm Drainage:** There is a large detention pond adjacent to the property on the 600 Komas property which the civil engineer, the Research Park, and Bruce Lyman (the former facilities manager of the properties) indicate was designed to accommodate the storm water detention needs for the entire original Evans and Sutherland campus, including a 630 Komas building. If calculations and drawings for the pond can not be found, further investigation will be performed to ensure the capacity of this pond. Some retention for storm water from the lower portions of the site will be provided in landscape areas or in underground structures which will then connect to the storm water main running along Foothill Blvd.



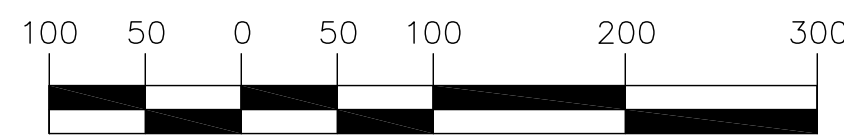
- **Electrical, Telephone, Cable TV:** Existing power lines are located on each side of the site. Rocky Mountain Power is planning an upgrade of the area to be completed in May of 2012 – during the anticipated construction of the new building. A new switch gear station will be located to the southwest of the site. From this new location, power for the new project will be drawn via an underground conduit under the lot. The power line will then run to a new transformer located to the east or northeast of the new building. Subject to Rocky Mountain approval, temporary power can be taken from the switch gear located on the 600 Komas property. Telephone and data lines currently run in Foothill Boulevard and along the south edge of the property extending to the east from which building services can be provided.
- **Gas:** A gas main runs along the east boundary of the project. Gas meters will be located adjacent to the building on the north side.

## GEOTECHNICAL CONSIDERATIONS

We have provided a copy of a geotechnical report performed by Applied Geotechnical Engineering Consultants Inc (AGEC) in July of 2011 on the site. The report found that the soils are sufficient to support the proposed development using standard spread footings and foundation systems. There are no ground water or extraordinary seismic issues.



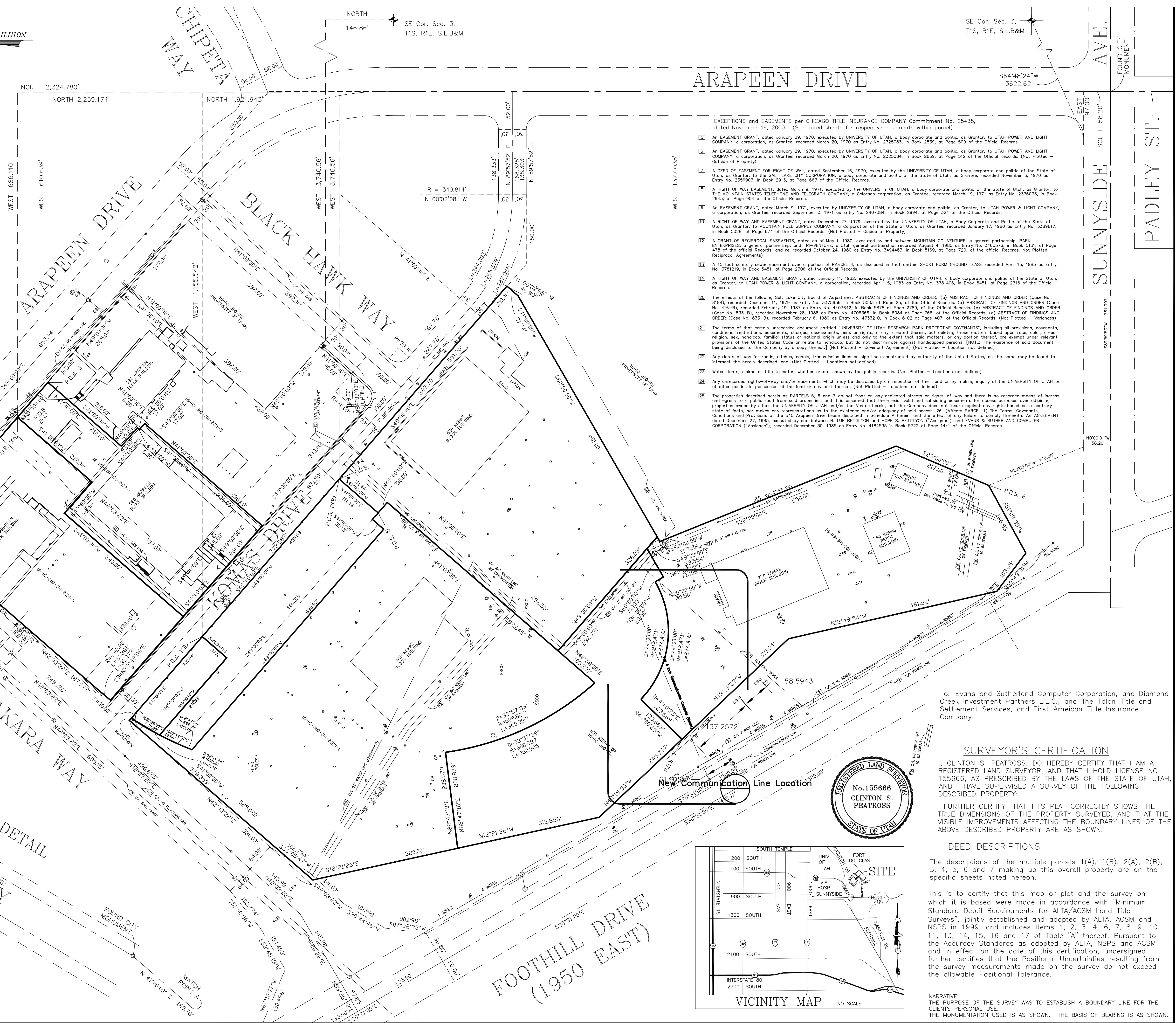
GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

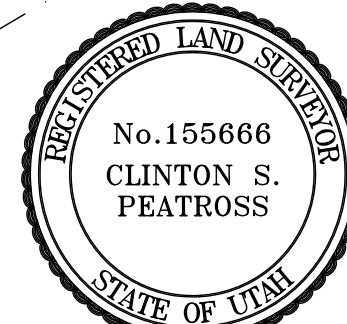
LEGEND

- |     |                      |               |                                 |
|-----|----------------------|---------------|---------------------------------|
| AS  | AUTO SPRINKLER       | P             | POWER/ELECTRIC LINE             |
| CB  | CATCHBASIN           | PP            | POWER POLE                      |
| CS  | CITY/COUNTY MONUMENT | SS            | SANITARY SEWER LINE             |
| CO  | CLEANOUT             | SD            | SAN. SEWER MANHOLE              |
| EN  | EASEMENT NUMBER      | SO            | STORM DRAIN LINE                |
| EB  | ELECTRIC BOX         | ST            | STORM DRAIN MANHOLE             |
| EH  | FIRE HYDRANT         | T             | TELEPHONE LINE                  |
| HR  | HYDRANT RISER        | TM            | TELEPHONE MANHOLE               |
| G   | GAS LINE             | TP            | TELEPHONE PEDESTAL              |
| GM  | GAS MANHOLE          | TR            | TRANSFORMER & PAD               |
| OM  | GAS METER            | U             | UTILITY MANHOLE                 |
| GL  | GROUND LIGHT         | W             | WATER MANHOLE                   |
| GW  | GUY WIRE             | WL            | WATER LINE                      |
| H   | HANDICAP PARKING     | WV            | WATER VALVE                     |
| JB  | JUNCTION BOX         |               |                                 |
| LP  | LIGHT POLE           | P.O.B.        | POINT OF BEGINNING              |
| N&W | NAIL & WASHER        | EASEMENT LINE |                                 |
|     |                      | R&C           | ROD & CAP STAMPED<br>B&G 127636 |



EXCEPTIONS AND EASEMENTS per CHICAGO TITLE INSURANCE COMPANY Commitment No. 25438, dated November 19, 2000. (See noted sheets for respective easements within parcel)

- 1) An EASEMENT GRANT, dated January 29, 1970, executed by UNIVERSITY OF UTAH, a body corporate and politic, as Grantor, to UTAH POWER AND LIGHT COMPANY, a corporation, as Grantee, recorded March 20, 1970 as Entry No. 232083, in Book 2839, at Page 509 of the Official Records. (Not Plotted - Outside of Property)
- 2) An EASEMENT GRANT, dated January 29, 1970, executed by UNIVERSITY OF UTAH, a body corporate and politic, as Grantor, to UTAH POWER AND LIGHT COMPANY, a corporation, as Grantee, recorded March 20, 1970 as Entry No. 232084, in Book 2839, at Page 512 of the Official Records. (Not Plotted - Outside of Property)
- 3) A DEED OF EASEMENT FOR RIGHT OF WAY, dated September 18, 1970, executed by the UNIVERSITY OF UTAH, a body corporate and politic of the State of Utah, as Grantor, to the SALT LAKE CITY CORPORATION, a body corporate and politic of the State of Utah, as Grantee, recorded November 3, 1970 as Entry No. 2356903, in Book 2913, at Page 667 of the Official Records.
- 4) A RIGHT OF WAY EASEMENT, dated March 9, 1971, executed by the UNIVERSITY OF UTAH, a body corporate and politic of the State of Utah, as Grantor, to the MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a Colorado corporation, as Grantee, recorded March 19, 1971 as Entry No. 2376073, in Book 2943, at Page 904 of the Official Records.
- 5) An EASEMENT GRANT, dated March 9, 1971, executed by UNIVERSITY OF UTAH, a body corporate and politic, as Grantor, to UTAH POWER & LIGHT COMPANY, a corporation, as Grantee, recorded September 3, 1971 as Entry No. 2407394, in Book 2994, at Page 324 of the Official Records.
- 6) A RIGHT OF WAY AND EASEMENT GRANT, dated December 22, 1979, executed by the UNIVERSITY OF UTAH, a Body Corporate and Politic of the State of Utah, as Grantor, to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, as Grantee, recorded January 17, 1980 as Entry No. 3398917, in Book 5028, at Page 674 of the Official Records. (Not Plotted - Outside of Property)
- 7) A GRANT OF RECIPROCAL EASEMENTS, dated as of May 1, 1980, executed by and between MOUNTAIN CO-VENTURE, a general partnership, PARK ENTERPRISES, a general partnership, and TRU-VENTURE, a Utah general partnership, recorded August 4, 1980 as Entry No. 3466276, in Book 5311, at Page 476 of the Official Records, and re-recorded October 24, 1980 as Entry No. 3494483, in Book 5169, at Page 720, of the Official Records. (Not Plotted - Reciprocal Agreement)
- 8) A 15 foot sanitary sewer easement over a portion of PARCEL 4, as disclosed in that certain SHORT FORM GROUND LEASE recorded April 15, 1983 as Entry No. 3781219, in Book 5451, at Page 2306 of the Official Records.
- 9) A RIGHT OF WAY AND EASEMENT GRANT, dated January 11, 1982, executed by the UNIVERSITY OF UTAH, a body corporate and politic of the State of Utah, as Grantor, to UTAH POWER & LIGHT COMPANY, a corporation, recorded April 15, 1983 as Entry No. 3781406, in Book 5451, at Page 2715 of the Official Records.
- 10) The effects of the following Salt Lake City Board of Adjustment ABSTRACTS OF FINDINGS AND ORDER: (a) ABSTRACT OF FINDINGS AND ORDER (Case No. 8184), recorded December 11, 1979 as Entry No. 3375636, in Book 5003 at Page 25, of the Official Records. (b) ABSTRACT OF FINDINGS AND ORDER (Case No. 416-B), recorded February 19, 1987 as Entry No. 4403442, in Book 5878 at Page 2788, of the Official Records. (c) ABSTRACT OF FINDINGS AND ORDER (Case No. 833-B), recorded November 28, 1988 as Entry No. 4706366, in Book 6084 at Page 766, of the Official Records. (d) ABSTRACT OF FINDINGS AND ORDER (Case No. 833-B), recorded February 6, 1989 as Entry No. 4733210, in Book 6102 at Page 407, of the Official Records. (Not Plotted - Variances)
- 11) The terms of that certain unrecorded document entitled "UNIVERSITY OF UTAH RESEARCH PARK PROTECTIVE COVENANTS", including all provisions, covenants, conditions, restrictions, assessments, liens or rights, if any, created therein, but excluding those matters based upon race, color, creed, religion, sex, handicap, marital status or national origin and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons. (NOTE: The existence of said document being disclosed to the Company by a copy thereof.) (Not Plotted - Covenant Agreement) (Not Plotted - Location not defined)
- 12) Any rights of way for roads, ditches, canals, transmission lines or pipe lines constructed by authority of the United States, as the same may be found to intersect the herein described land. (Not Plotted - Locations not defined)
- 13) Water rights, claims or title to water, whether or not shown by the public records. (Not Plotted - Locations not defined)
- 14) Any unrecorded rights-of-way and/or easements which may be disclosed by an inspection of the land or by making inquiry of the UNIVERSITY OF UTAH or of other parties in possession of the land or any part thereof. (Not Plotted - Locations not defined)
- 15) The properties described herein as PARCELS 5, 6 and 7 do not front on any dedicated streets or rights-of-way and there is no recorded means of access and egress to a public road from said properties, and it is assumed that there exist valid and subsisting easements for access purposes over adjoining properties owned by either the UNIVERSITY OF UTAH and/or the Vestee herein, but the Company does not insure against any rights based on a contrary state of facts, nor makes any representation as to the existence and/or adequacy of said access. (Affects PARCEL 5, 6 and 7.)
- 16) Conditions and Provisions of the 540 Arapeen Drive Lease described in Schedule A herein, and the effect of any failure to comply therewith. AN AGREEMENT, dated December 27, 1985, executed by and between LUE BETTELSON and HOPE S. BETTELSON ("Assignor") and EVANS & SUTHERLAND COMPUTER CORPORATION ("Assignee"), recorded December 30, 1985 as Entry No. 4182535 in Book 5722 at Page 1441 of the Official Records.



**SURVEYOR'S CERTIFICATION**

I, CLINTON S. PEATROSS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 155666, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND I HAVE SUPERVISED A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

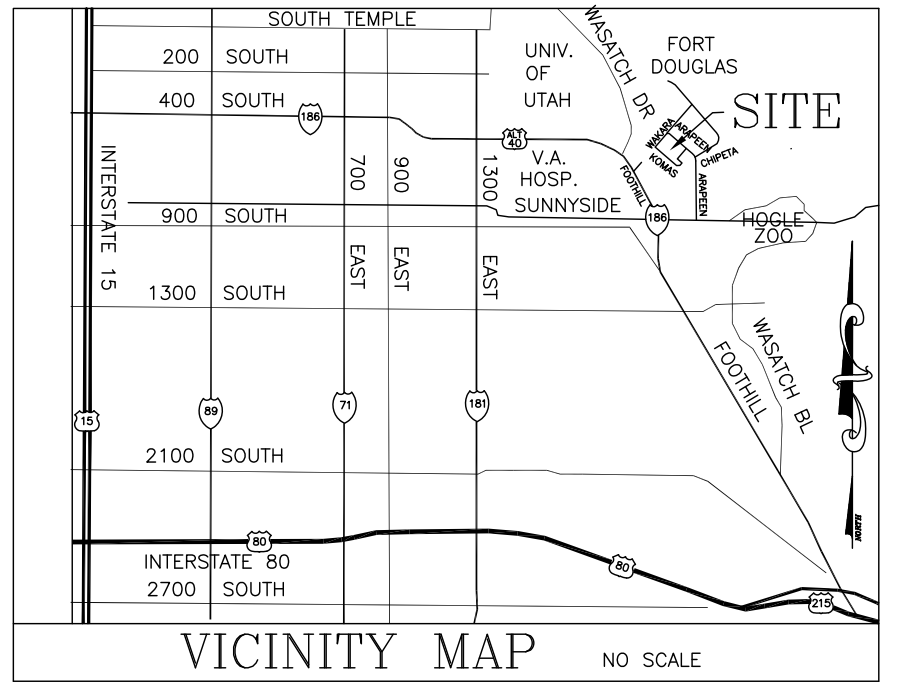
I FURTHER CERTIFY THAT THIS PLAT CORRECTLY SHOWS THE TRUE DIMENSIONS OF THE PROPERTY SURVEYED, AND THAT THE VISIBLE IMPROVEMENTS AFFECTING THE BOUNDARY LINES OF THE ABOVE DESCRIBED PROPERTY ARE AS SHOWN.

**DEED DESCRIPTIONS**

The descriptions of the multiple parcels 1(A), 1(B), 2(A), 2(B), 3, 4, 5, 6 and 7 making up this overall property are on the specific sheets noted hereon.

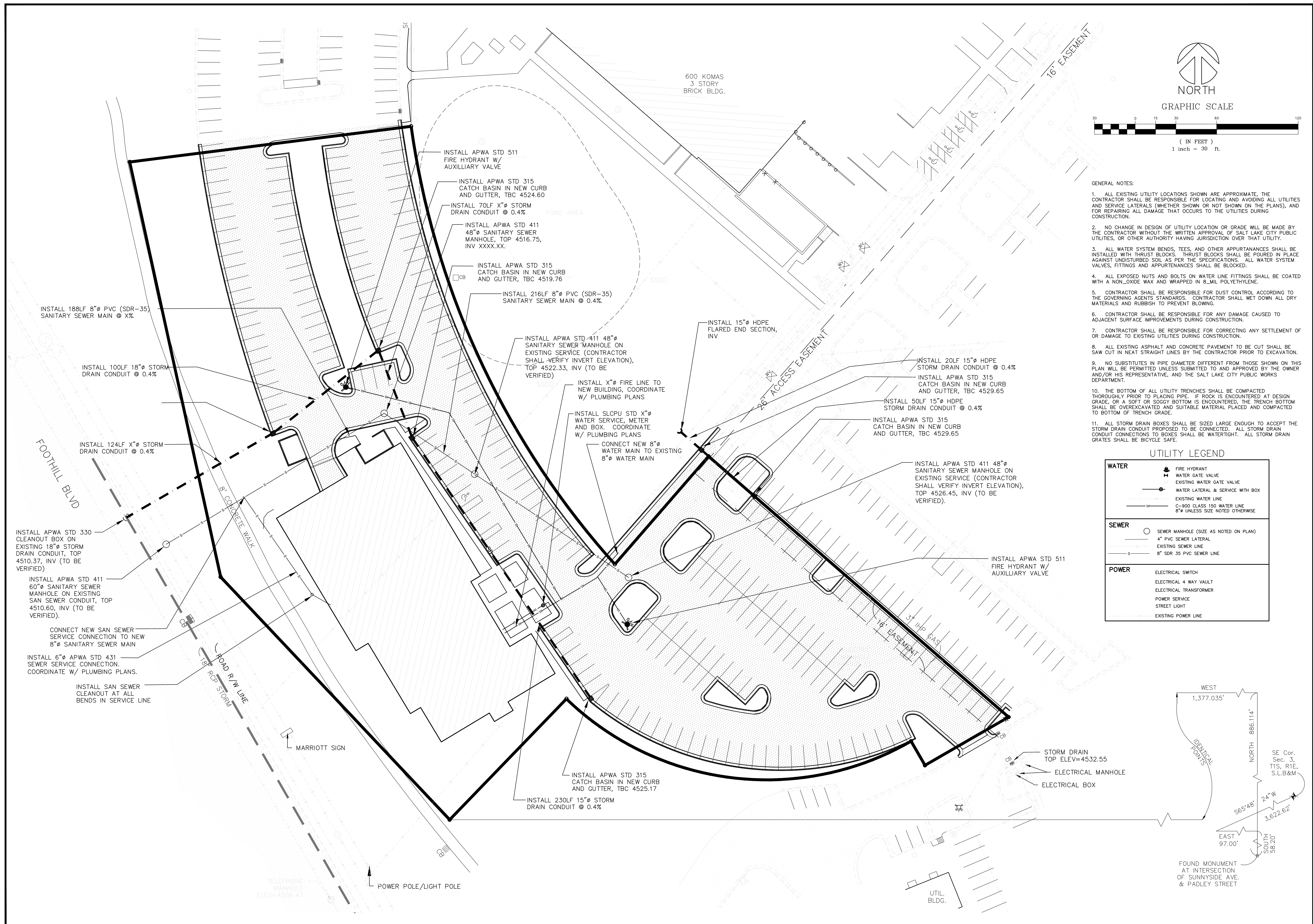
This is to certify that this map or plat and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys", jointly established and adopted by ALTA, ACSM and NSPS in 1999, and includes Items 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16 and 17 of Table "A" thereof. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS and ACSM and in effect on the date of this certification, undersigned further certifies that the Positional Uncertainties resulting from the survey measurements made on the survey do not exceed the allowable Positional Tolerance.

**NARRATIVE:**  
THE PURPOSE OF THE SURVEY WAS TO ESTABLISH A BOUNDARY LINE FOR THE CLIENTS PERSONAL USE.  
THE MONUMENTATION USED IS AS SHOWN. THE BASIS OF BEARING IS AS SHOWN.



To: Evans and Sutherland Computer Corporation, and Diamond Creek Investment Partners L.L.C., and The Talon Title and Settlement Services, and First American Title Insurance Company.

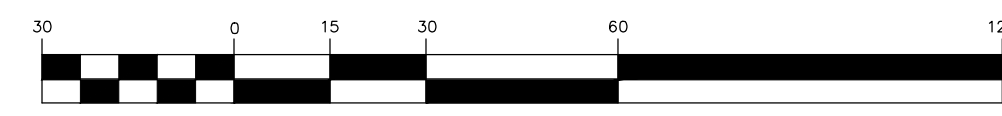
<b>BOUNDARY SURVEY</b> INDEX MAP (OVERALL SITE PLAN) LOCATION: SOUTHEAST 1/4 OF SECTION 9, T1S, R1E, S.L.B.&M PREPARED FOR:		<b>EVANS &amp; SUTHERLAND</b> No. 155666 CLINTON S. PEATROSS STATE OF UTAH
SHEET 8 of 8 SHEETS FILE: 45964A		
DESIGNER: SKW CHECKED: REJ APPROVED: [Signature] SCALE: 1" = 100' JOB NO.: 45964/46806/47399		<b>BUSH &amp; GUDGELL, INC.</b> Engineers - Surveyors Planners - Surveyors 555 South 300 East, Salt Lake City, Utah 84111 (801) 364-1212 Fax (801) 364-1225 Offices: St. George, Utah
DATE: 1/19/01		



600 KOMAS  
3 STORY  
BRICK BLDG.



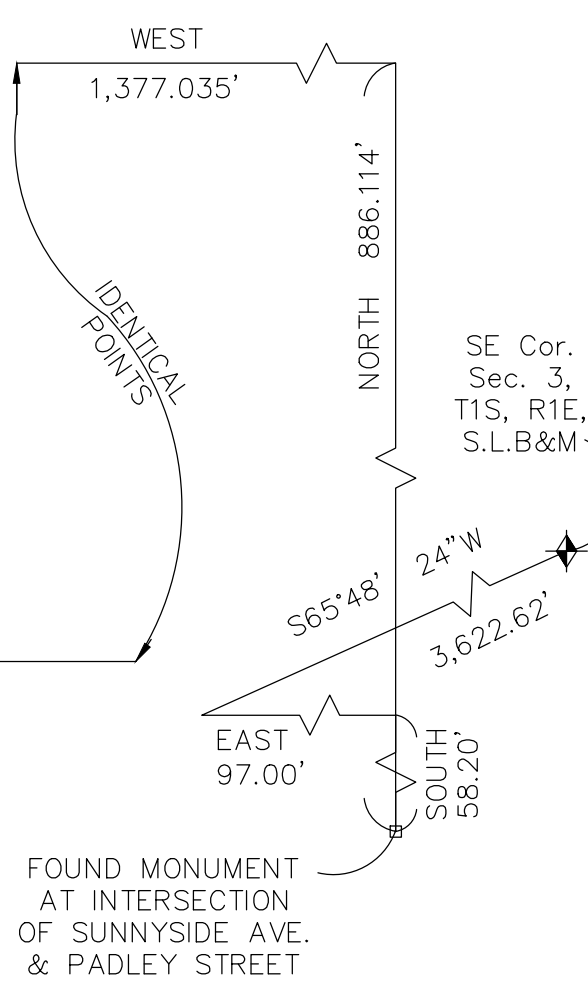
NORTH



GRAPHIC SCALE  
( IN FEET )  
1 inch = 30 ft.

- GENERAL NOTES:
- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND AVOIDING ALL UTILITIES AND SERVICE LATERALS (WHETHER SHOWN OR NOT SHOWN ON THE PLANS), AND FOR REPAIRING ALL DAMAGE THAT OCCURS TO THE UTILITIES DURING CONSTRUCTION.
  - NO CHANGE IN DESIGN OF UTILITY LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF SALT LAKE CITY PUBLIC UTILITIES, OR OTHER AUTHORITY HAVING JURISDICTION OVER THAT UTILITY.
  - ALL WATER SYSTEM BENDS, TEES, AND OTHER APPURTENANCES SHALL BE INSTALLED WITH THRUST BLOCKS. THRUST BLOCKS SHALL BE POURED IN PLACE AGAINST UNDISTURBED SOIL AS PER THE SPECIFICATIONS. ALL WATER SYSTEM VALVES, FITTINGS AND APPURTENANCES SHALL BE BLOCKED.
  - ALL EXPOSED NUTS AND BOLTS ON WATER LINE FITTINGS SHALL BE COATED WITH A NON-OXIDE WAX AND WRAPPED IN 8-MIL POLYETHYLENE.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ACCORDING TO THE GOVERNING AGENCIES STANDARDS. CONTRACTOR SHALL WET DOWN ALL DRY MATERIALS AND RUBBISH TO PREVENT BLOWING.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED TO ADJACENT SURFACE IMPROVEMENTS DURING CONSTRUCTION.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY SETTLEMENT OF OR DAMAGE TO EXISTING UTILITIES DURING CONSTRUCTION.
  - ALL EXISTING ASPHALT AND CONCRETE PAVEMENT TO BE CUT SHALL BE SAW CUT IN NEAT STRAIGHT LINES BY THE CONTRACTOR PRIOR TO EXCAVATION.
  - NO SUBSTITUTES IN PIPE DIAMETER DIFFERENT FROM THOSE SHOWN ON THIS PLAN WILL BE PERMITTED UNLESS SUBMITTED TO AND APPROVED BY THE OWNER AND/OR HIS REPRESENTATIVE, AND THE SALT LAKE CITY PUBLIC WORKS DEPARTMENT.
  - THE BOTTOM OF ALL UTILITY TRENCHES SHALL BE COMPACTED THOROUGHLY PRIOR TO PLACING PIPE. IF ROCK IS ENCOUNTERED AT DESIGN GRADE, OR A SOFT OR SOGGY BOTTOM IS ENCOUNTERED, THE TRENCH BOTTOM SHALL BE OVEREXCAVATED AND SUITABLE MATERIAL PLACED AND COMPACTED TO BOTTOM OF TRENCH GRADE.
  - ALL STORM DRAIN BOXES SHALL BE SIZED LARGE ENOUGH TO ACCEPT THE STORM DRAIN CONDUIT PROPOSED TO BE CONNECTED. ALL STORM DRAIN CONDUIT CONNECTIONS TO BOXES SHALL BE WATERTIGHT. ALL STORM DRAIN GRATES SHALL BE BICYCLE SAFE.

UTILITY LEGEND	
<b>WATER</b>	<ul style="list-style-type: none"> <li>FIRE HYDRANT</li> <li>WATER GATE VALVE</li> <li>EXISTING WATER GATE VALVE</li> <li>WATER LATERAL &amp; SERVICE WITH BOX</li> <li>EXISTING WATER LINE</li> <li>C-900 CLASS 150 WATER LINE</li> <li>8" UNLESS SIZE NOTED OTHERWISE</li> </ul>
<b>SEWER</b>	<ul style="list-style-type: none"> <li>SEWER MANHOLE (SIZE AS NOTED ON PLAN)</li> <li>4" PVC SEWER LATERAL</li> <li>EXISTING SEWER LINE</li> <li>8" SDR 35 PVC SEWER LINE</li> </ul>
<b>POWER</b>	<ul style="list-style-type: none"> <li>ELECTRICAL SWITCH</li> <li>ELECTRICAL 4 WAY VAULT</li> <li>ELECTRICAL TRANSFORMER</li> <li>POWER SERVICE</li> <li>STREET LIGHT</li> <li>EXISTING POWER LINE</li> </ul>



**BUSH & GUDGELL, INC.**  
Engineers - Planners - Surveyors  
685 South 400 West, Suite 700  
Salt Lake City, UT 84119  
Phone (801) 364-1212 / Fax (801) 364-1225  
www.bushandgudgell.com

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**B&G**

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Drawn: OMB Date: AUG 2011  
 Designer: OMB  
 Checked: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Scale: 1 INCH = 30 FEET  
 Job No.: 112066

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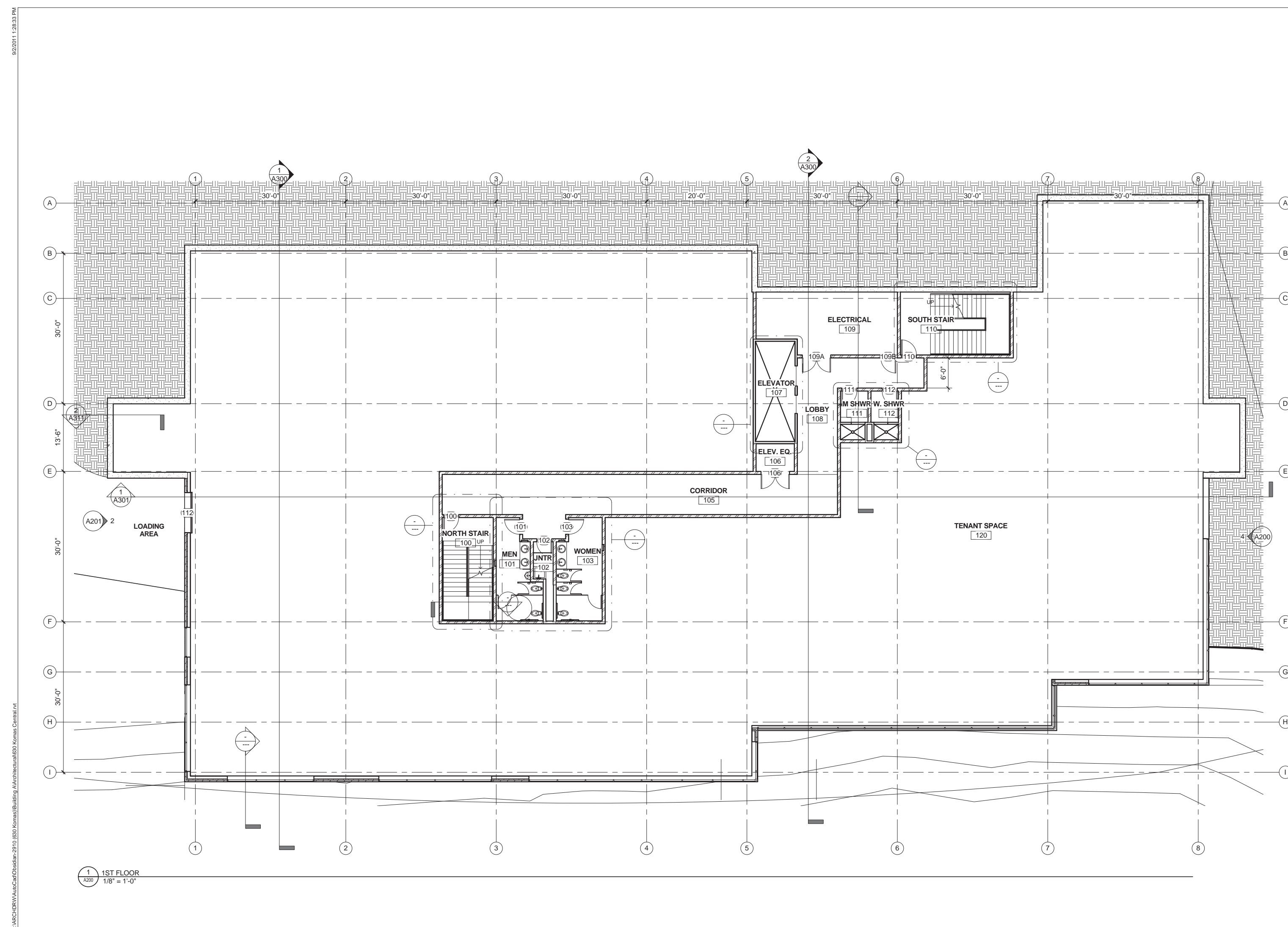
**630 KOMAS DRIVE OFFICE BUILDING  
UTILITY PLAN**  
LOCATION: SECTION 3, T.1S., R.1E., S.L.B.&M.  
PREPARED FOR: **WOODBURY CORP.**

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SHEET  
**C-2**

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SHEETS  
FILE: FILE



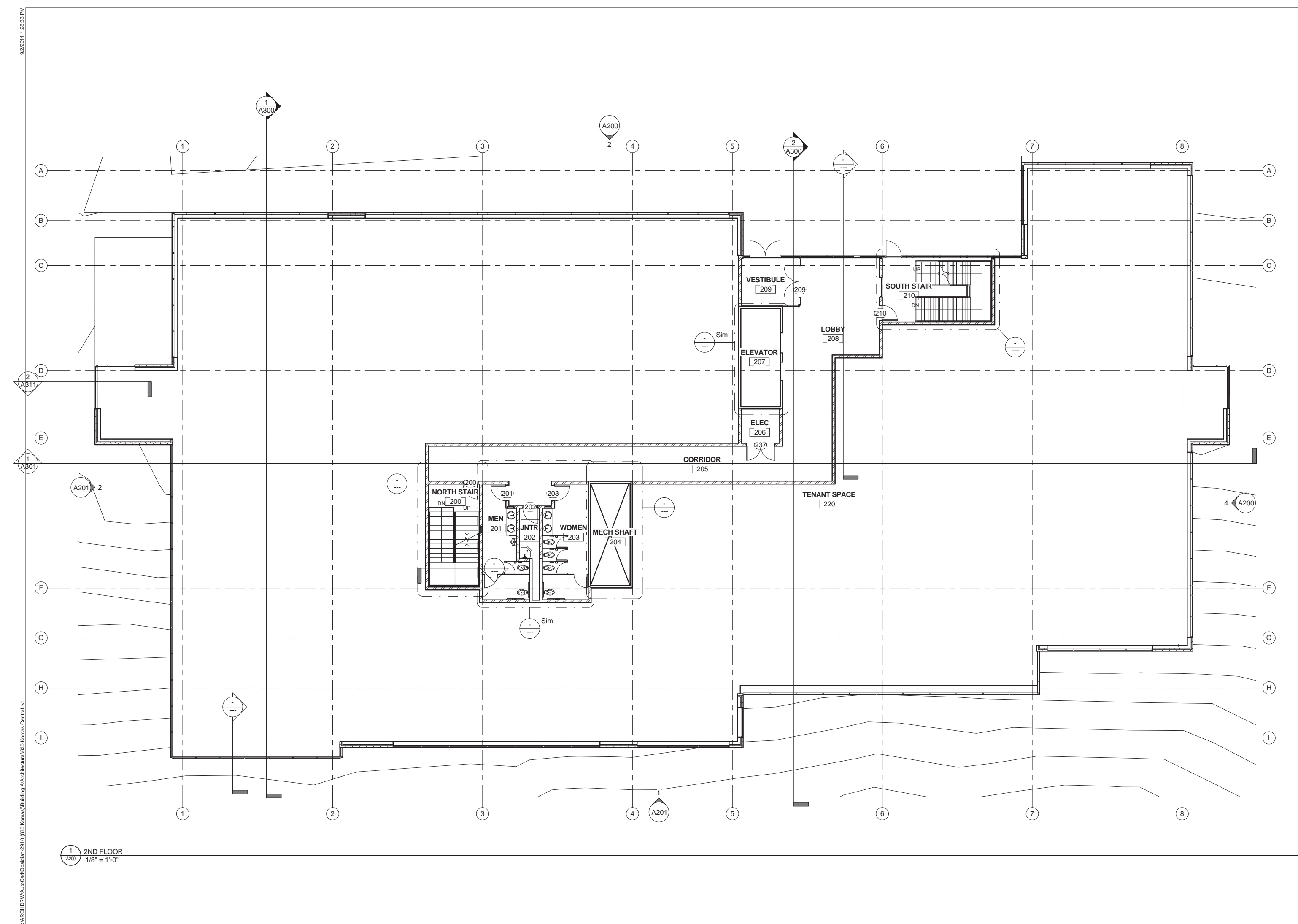
**WOODBURY CORPORATION**  
 ARCHITECTS  
 2100 SOUTH 1000 WEST, SUITE 200  
 SALT LAKE CITY, UT 84119  
 (801) 462-7770

#	REVISION DESCRIPTION	DATE

**630 KOMAS  
 1ST FLOOR PLAN  
 630 KOMAS DRIVE, U of U RESEARCH PARK  
 SALT LAKE CITY, UT 84108**

Project # 2910  
 Issue Date 10/14/10  
 Plot Date 9/2/2011  
 Plot Time 1:28:33 PM  
 Drawn by LBW  
 Checked by

**A101**  
 Scale 1/8" = 1'-0"



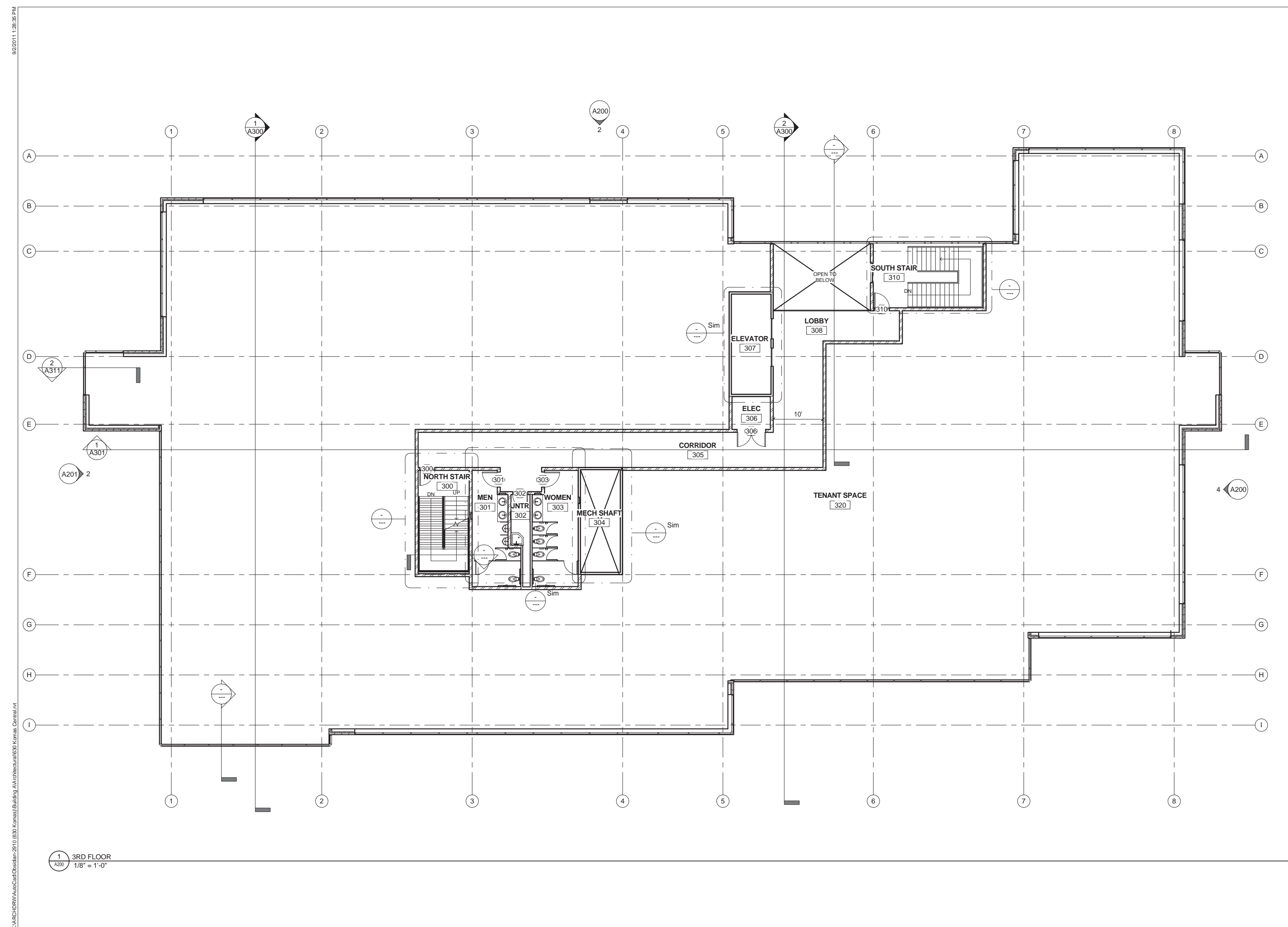
**WOODBURY CORPORATION**  
 ARCHITECTS  
 2100 SOUTH 1000 WEST, SUITE 200  
 SALT LAKE CITY, UT 84119  
 (801) 462-7770

#	REVISION DESCRIPTION	DATE

**630 KOMAS  
 2ND FLOOR PLAN  
 630 KOMAS DRIVE, U of U RESEARCH PARK  
 SALT LAKE CITY, UT 84108**

Project # 2910  
 Issue Date 08/01/11  
 Plot Date 9/2/2011  
 Plot Time 1:28:35 PM  
 Drawn by LBW  
 Checked by Checker

**A102**  
 Scale 1/8" = 1'-0"



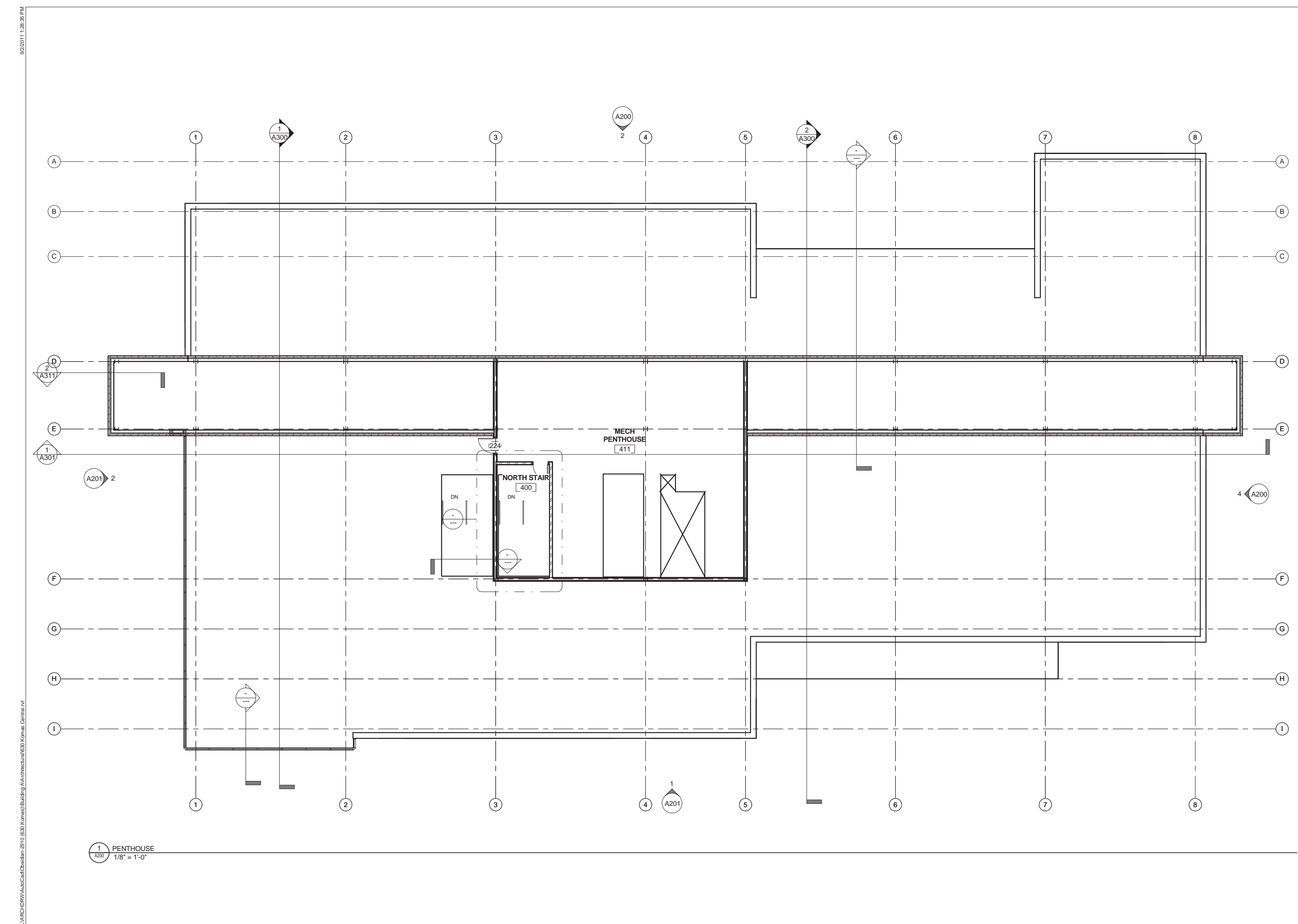
**WOODBURY CORPORATION**  
 ARCHITECTS  
 2100 SOUTH 1000 WEST, SUITE 200  
 SALT LAKE CITY, UT 84119  
 (801) 462-7770

#	REVISION DESCRIPTION	DATE

**630 KOMAS  
 3RD FLOOR PLAN  
 630 KOMAS DRIVE, U of U RESEARCH PARK  
 SALT LAKE CITY, UT 84108**

Project # 2910  
 Issue Date 08/01/11  
 Plot Date 9/2/2011  
 Plot Time 1:28:35 PM  
 Drawn by LBW  
 Checked by Checker

**A103**  
 Scale 1/8" = 1'-0"



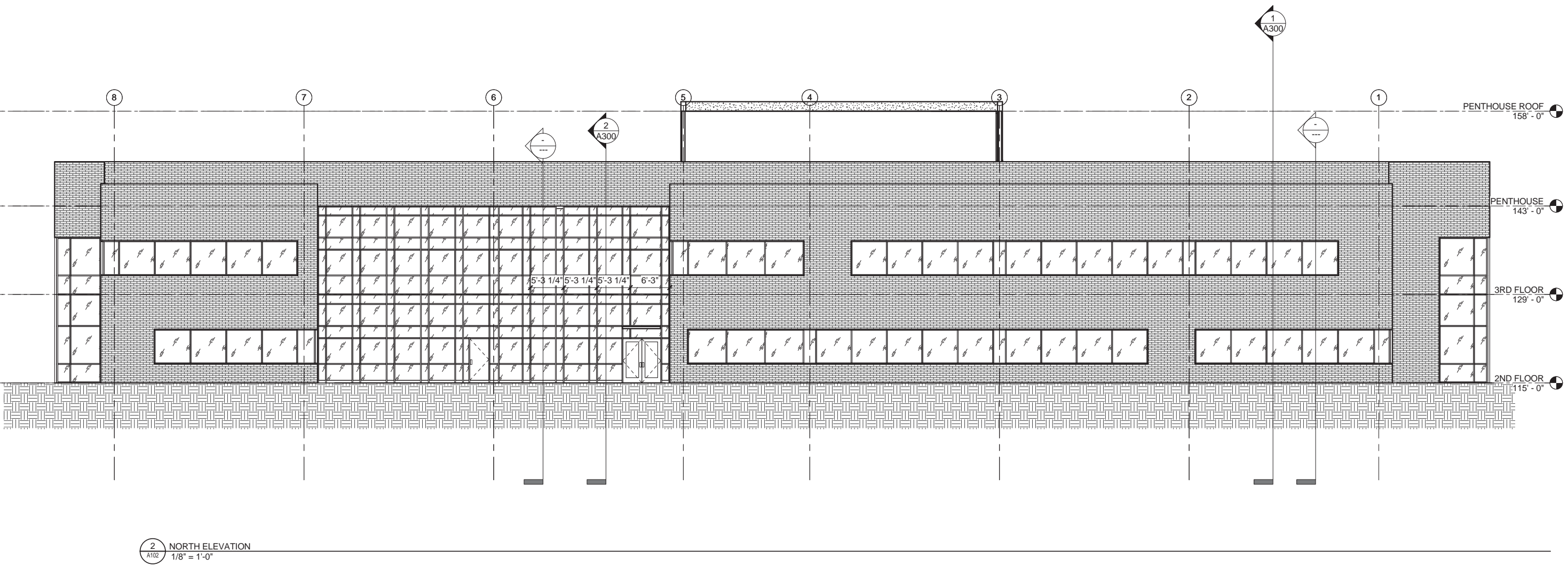
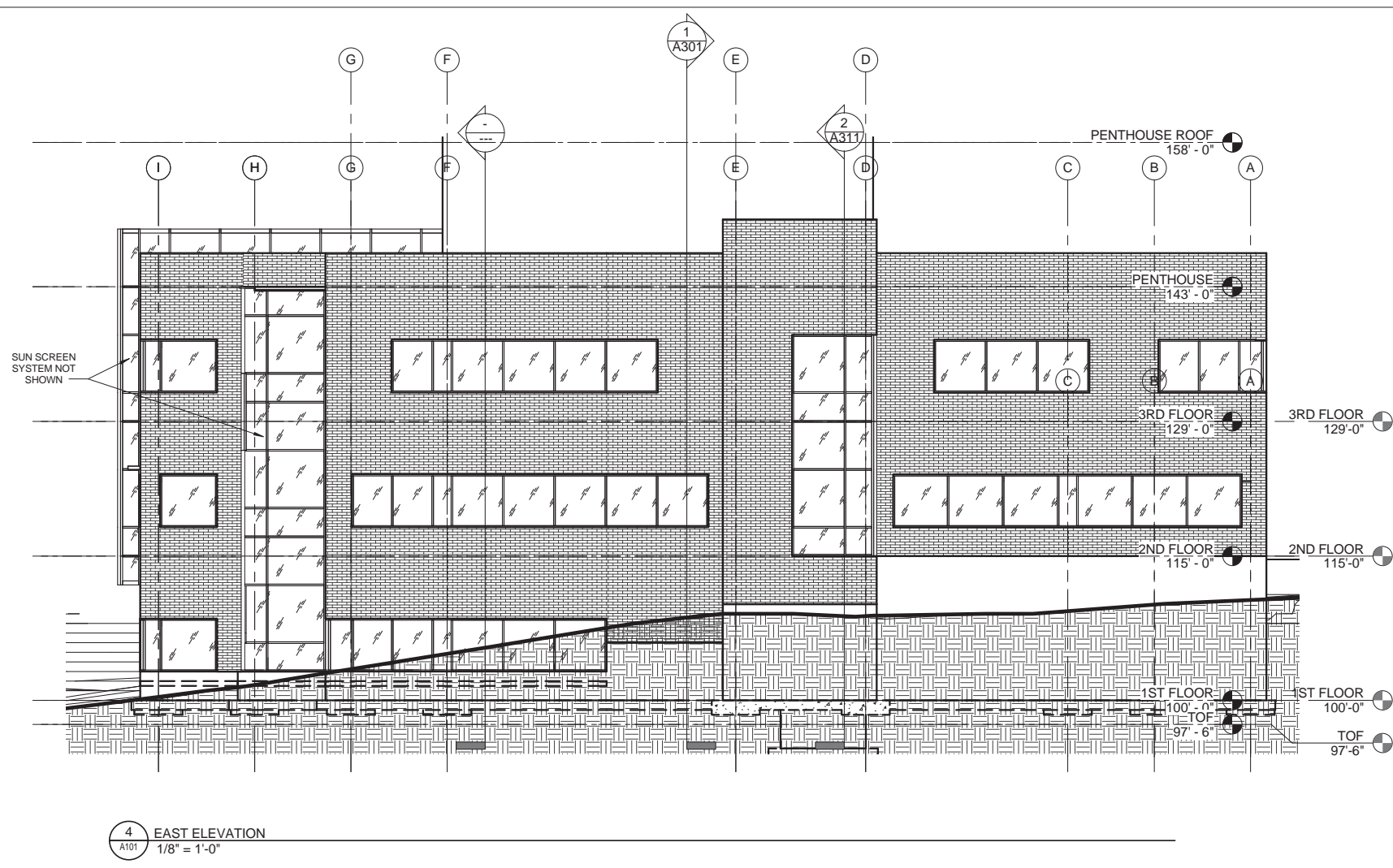
**WOODBURY CORPORATION**  
 ARCHITECTS  
 2100 SOUTH 1000 WEST, SUITE 200  
 SALT LAKE CITY, UT 84119  
 (801) 462-7770

#	REVISION DESCRIPTION	DATE

**630 KOMAS  
 MECH. PENTHOUSE PLAN  
 630 KOMAS DRIVE, U of U RESEARCH PARK  
 SALT LAKE CITY, UT 84108**

Project # 2910  
 Issue Date 08/01/11  
 Plot Date 9/2/2011  
 Plot Time 1:28:35 PM  
 Drawn by LBW  
 Checked by Checker

**A104**  
 Scale 1/8" = 1'-0"



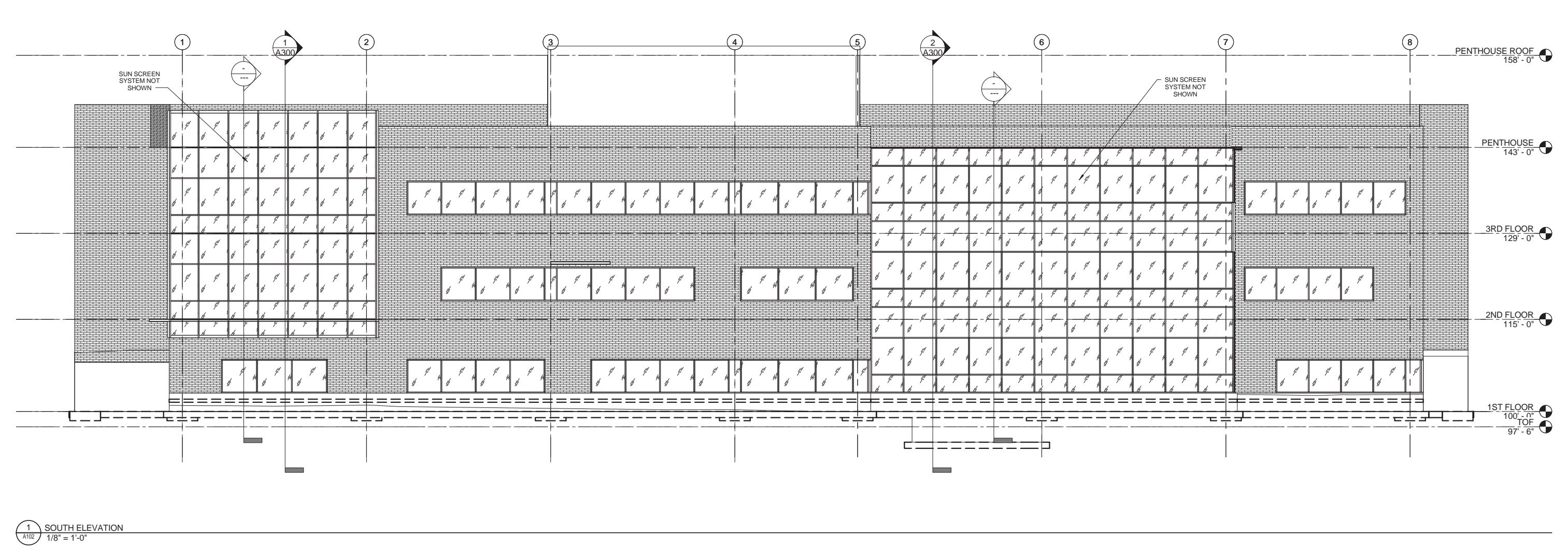
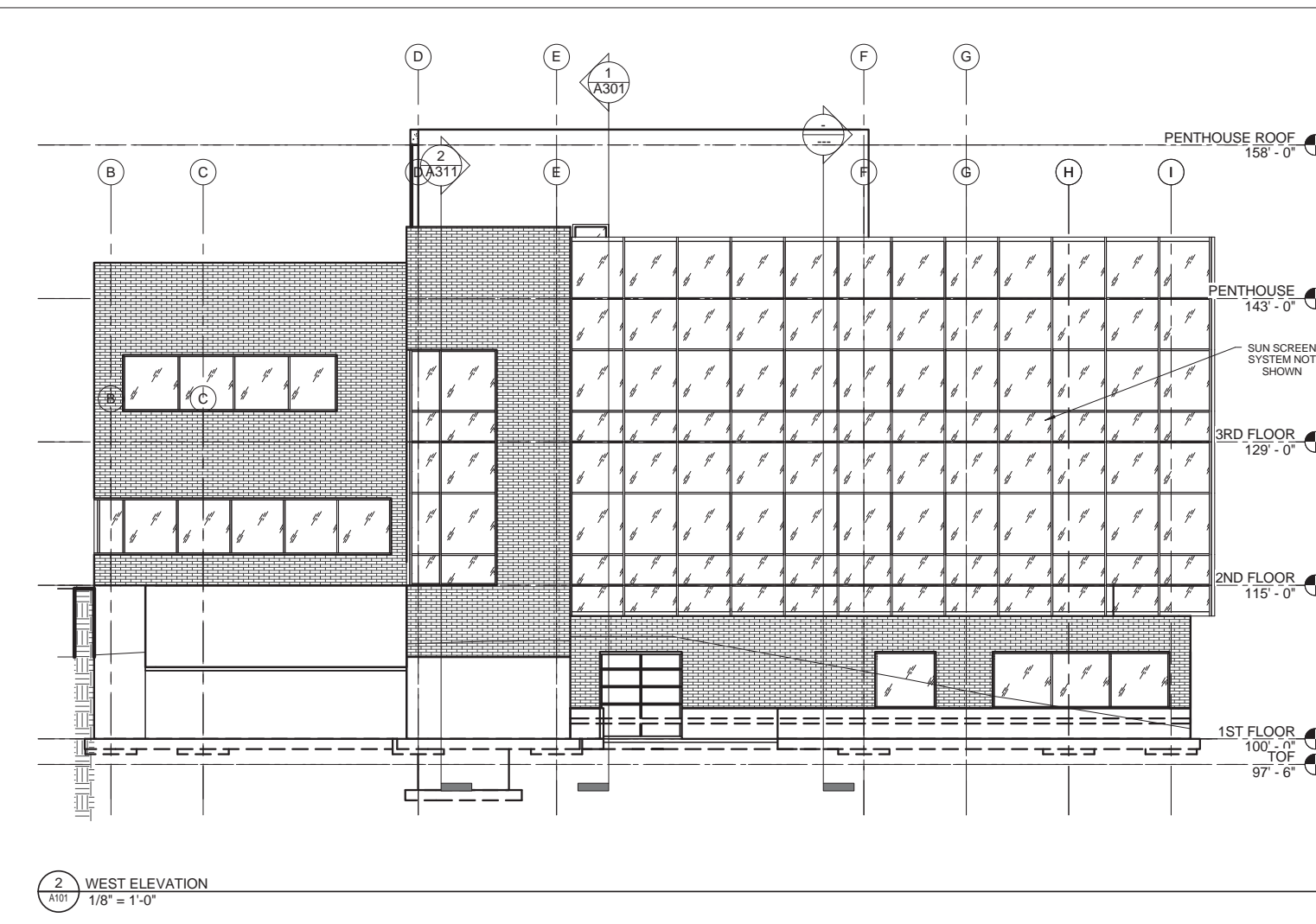
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NAME	DESCRIPTION
Aluminum Scaffolding	(See schedule)
Concrete	
Clear Glazing	
Gray Concrete	
Metal Panel	
Steel Stud	
Gray Concrete	
Clear Glazing	

**WOODBURY CORPORATION**  
 1000 WEST 1000 SOUTH  
 SALT LAKE CITY, UT 84119  
 801.462.2770

630 KOMAS  
 EXTERIOR ELEVATIONS  
 630 KOMAS DRIVE, U of U RESEARCH PARK  
 SALT LAKE CITY, UT 84108

Project # 2910  
 Issue Date 10/14/10  
 Plot Date 9/2/2011  
 Plot Time 1:40:31 PM  
 Drawn by RML  
 Checked by MC

A200  
 Scale 1/8" = 1'-0"



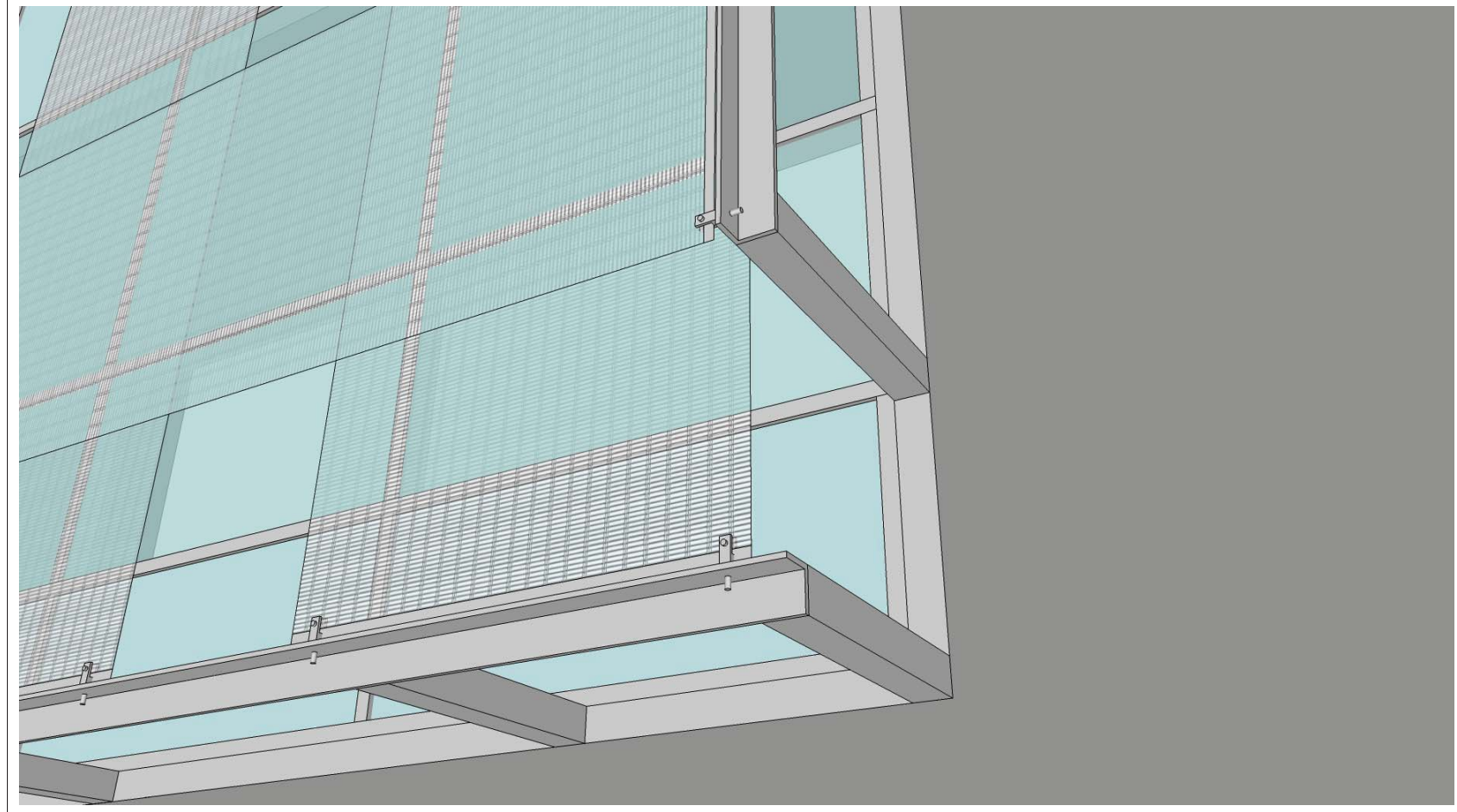
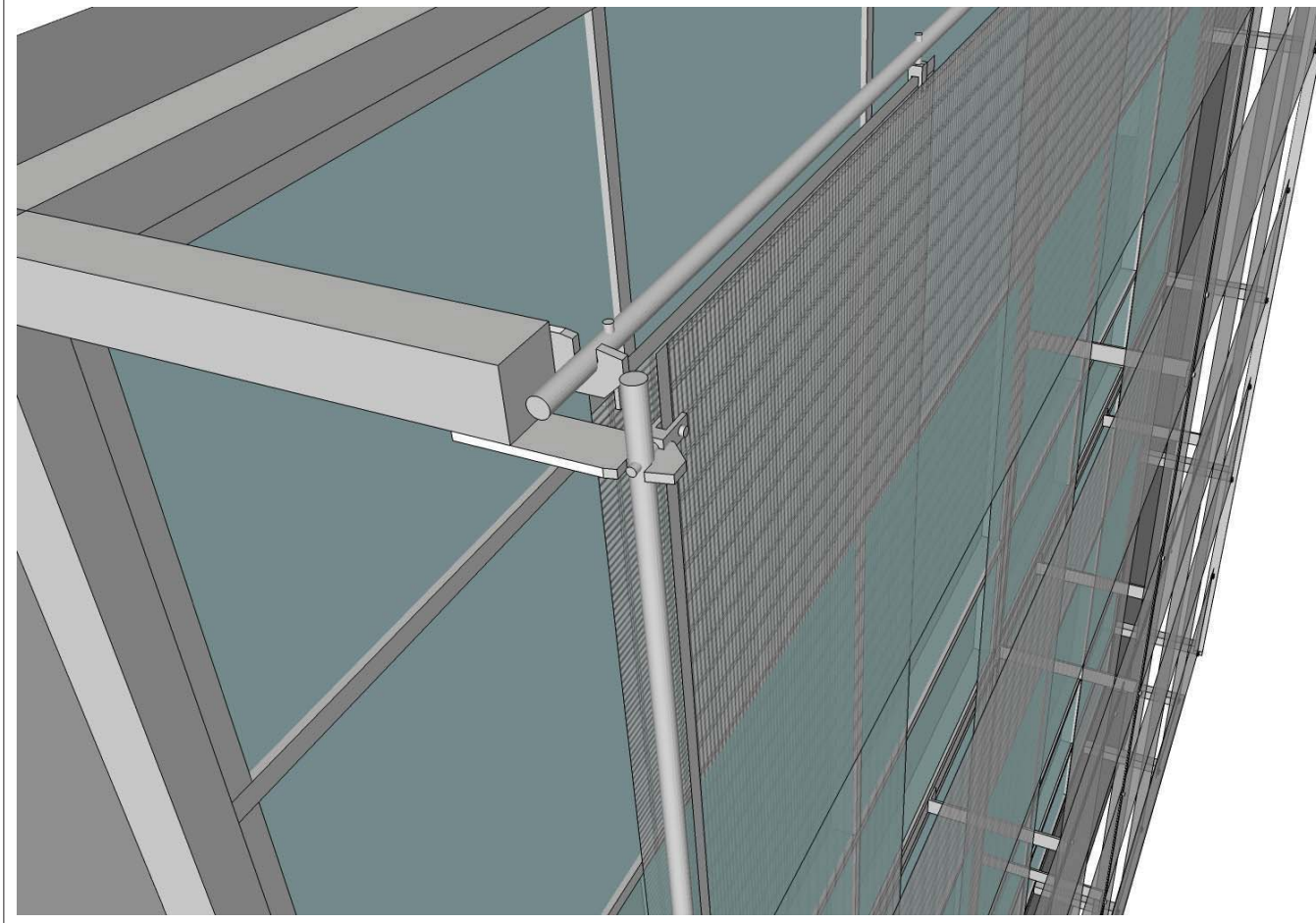
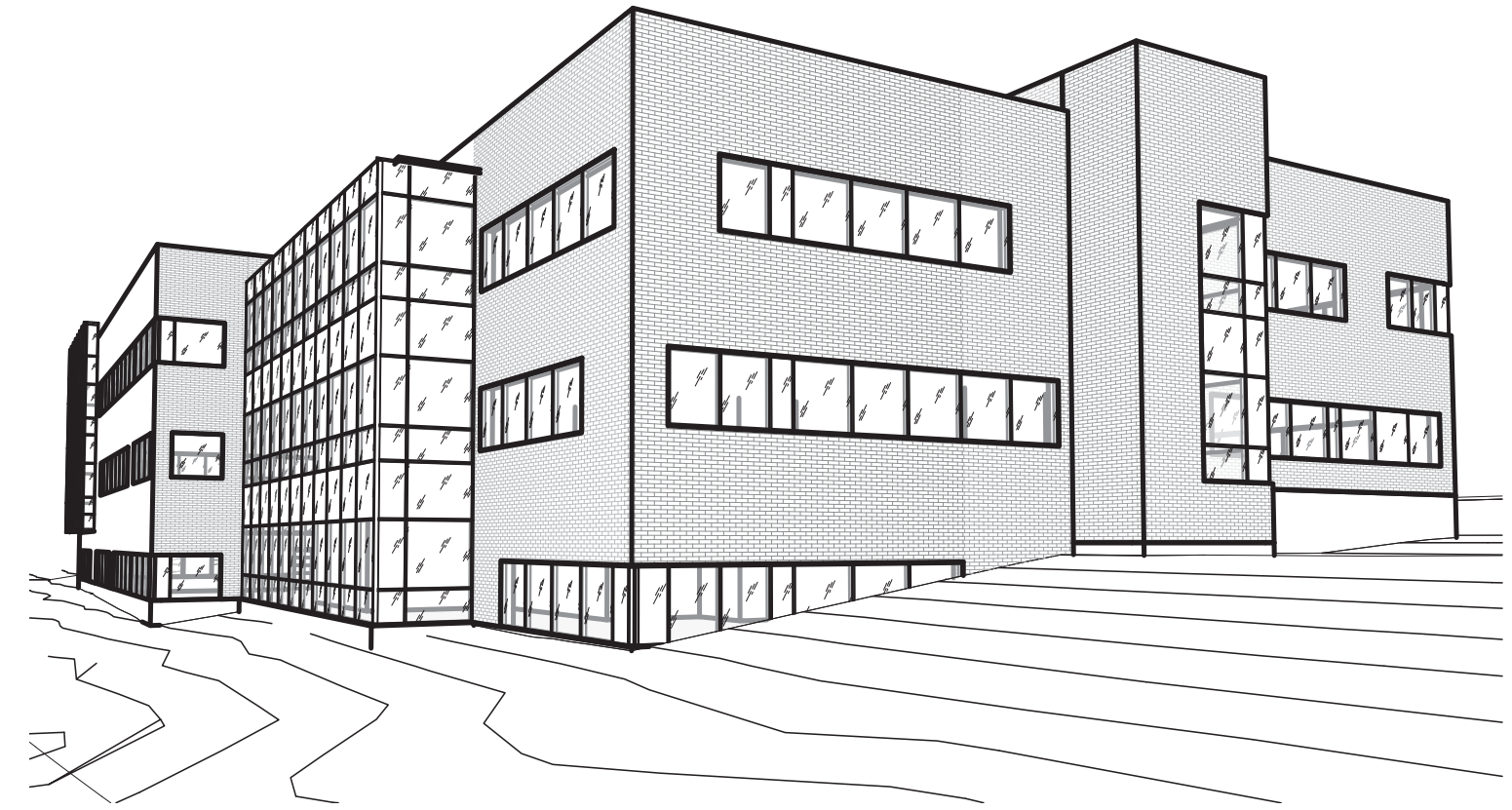
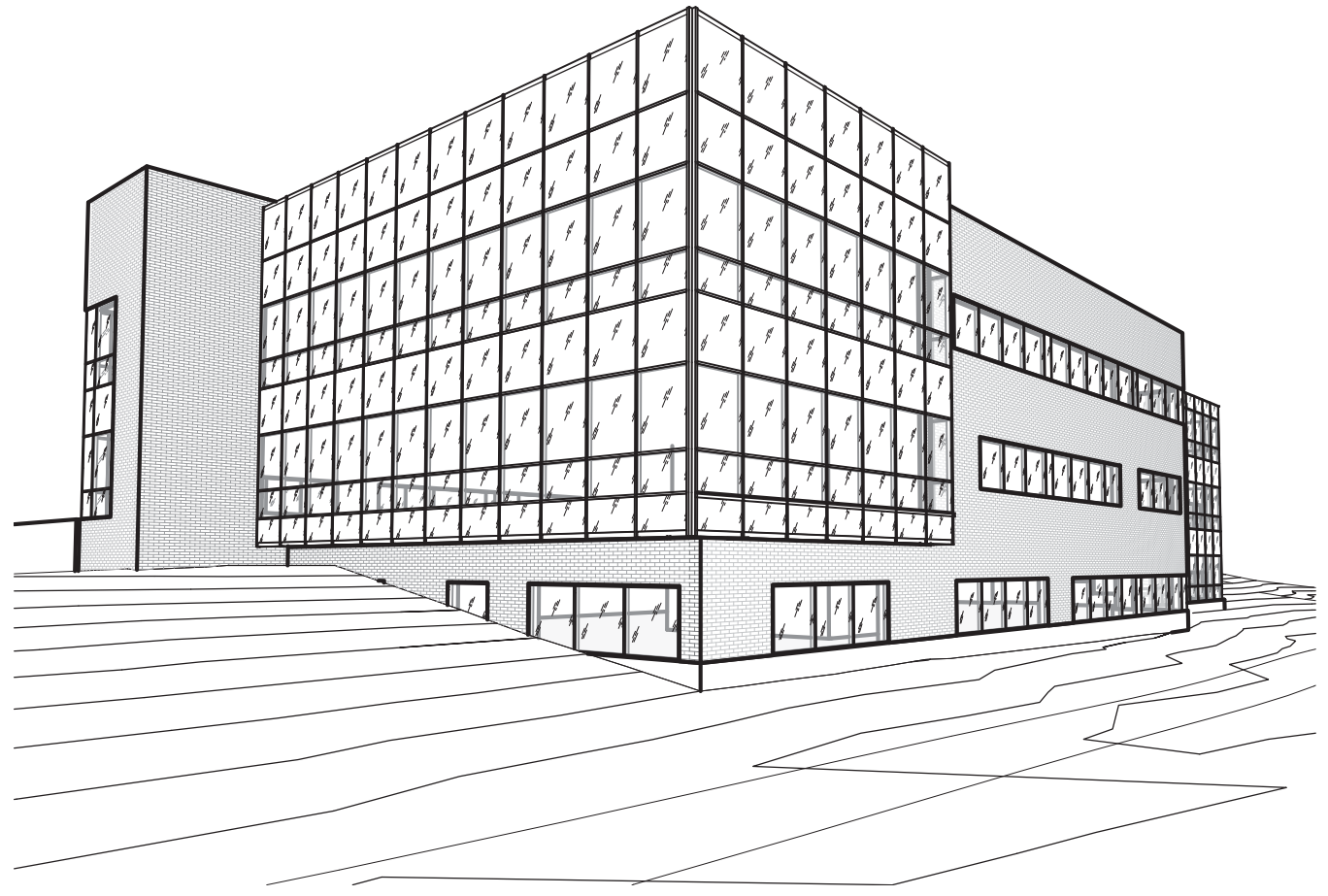
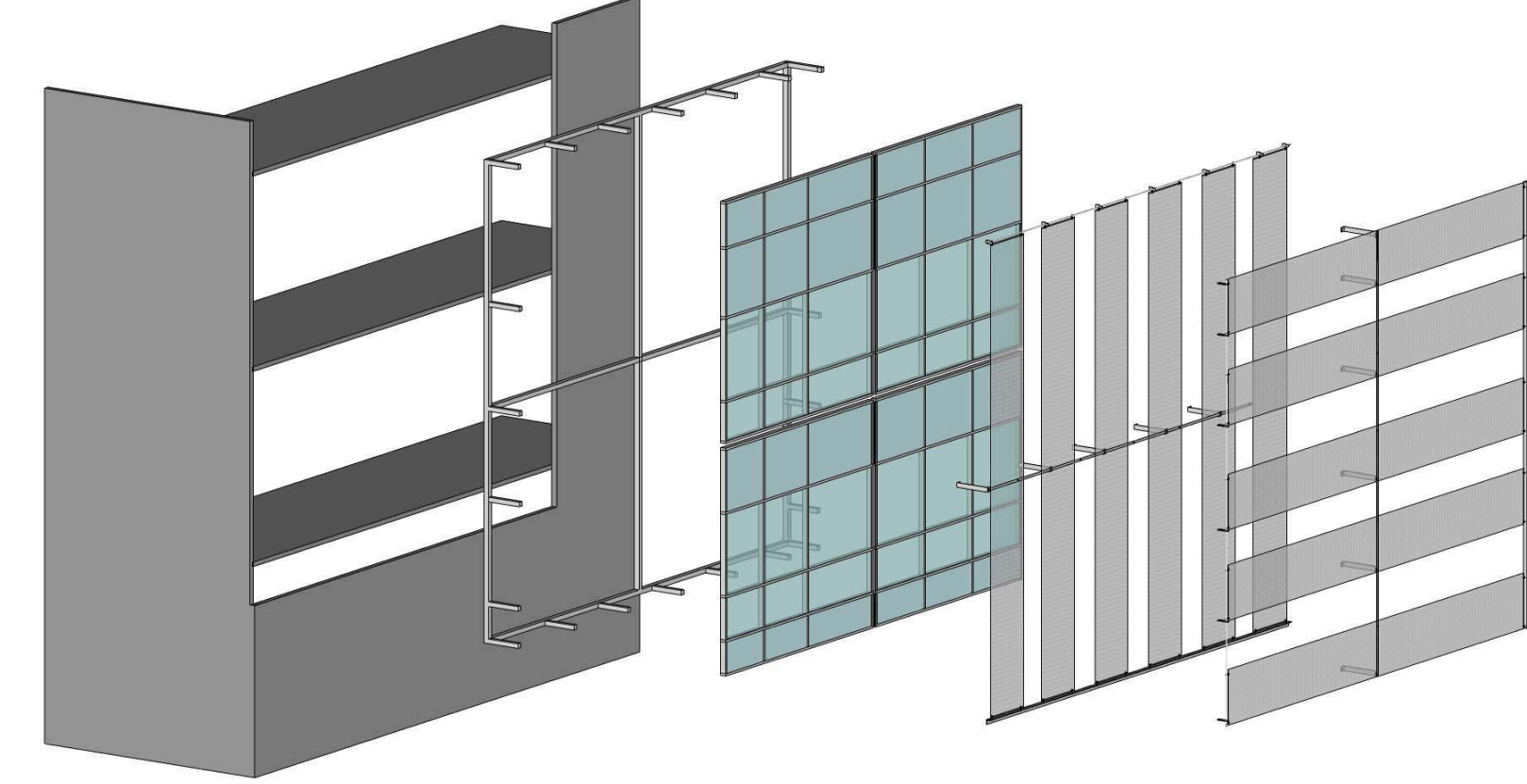
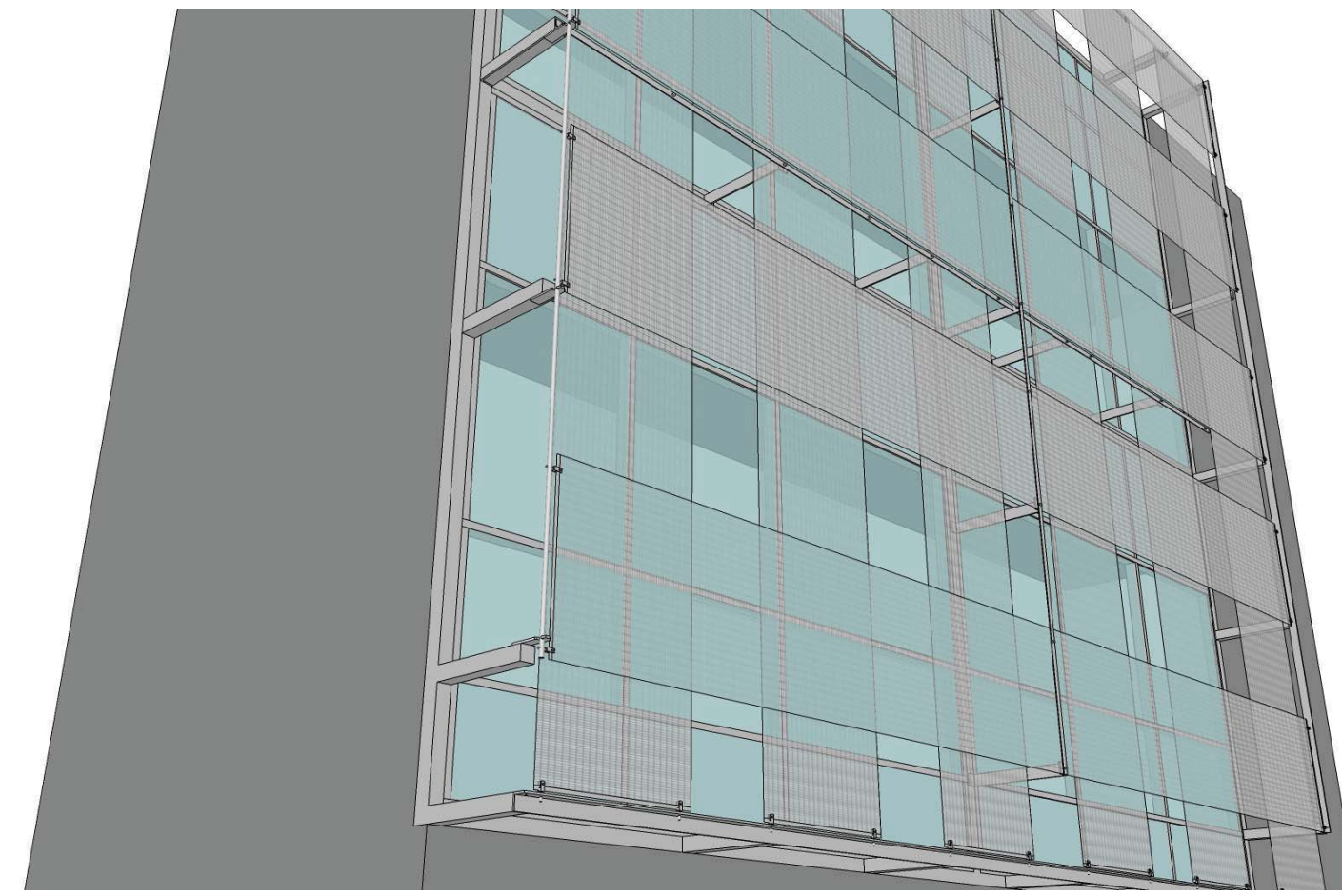
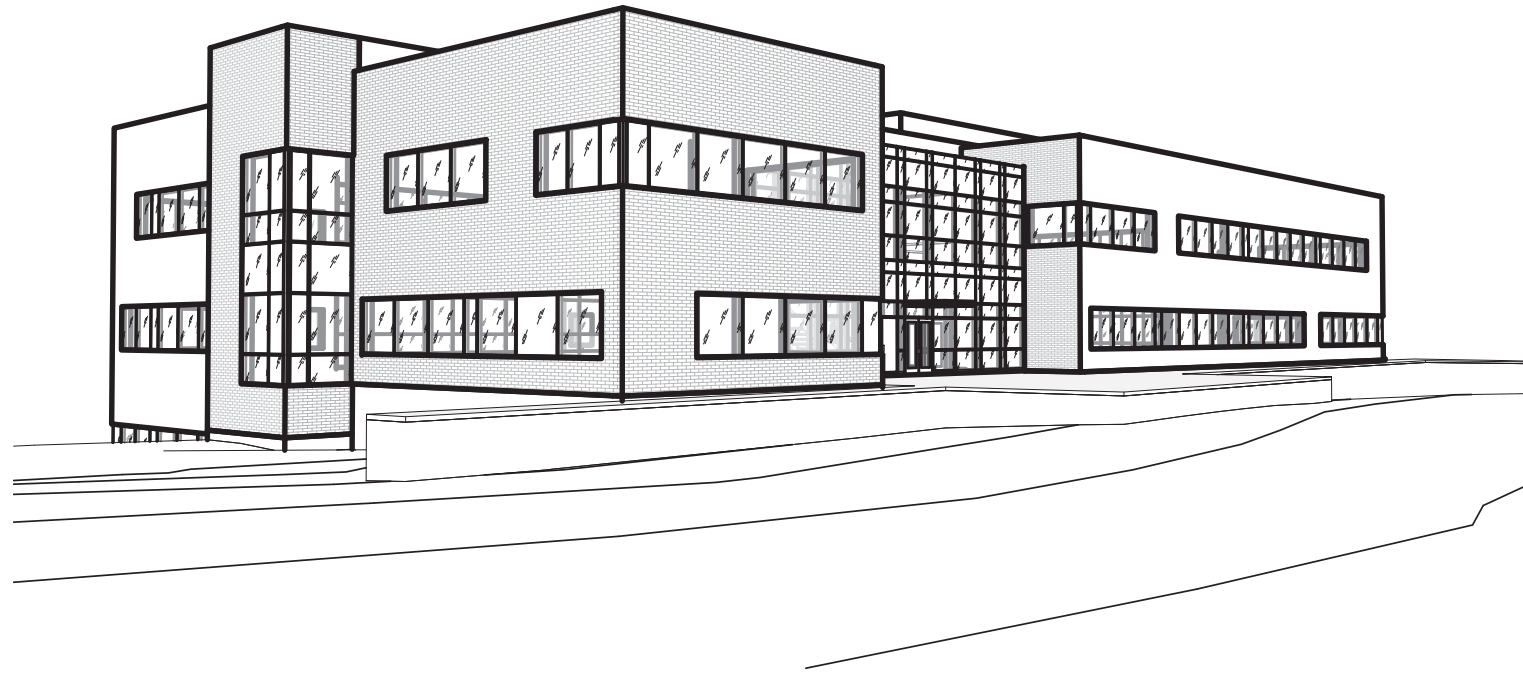
EXTERIOR MATERIALS SCHEDULE	
NAME	DESCRIPTION
Aluminum Scaffolding	(See schedule)
Concrete	
Clear Glazing	
Gray Concrete	
Metal Panel	
Steel Stud	
Gray Concrete	
Clear Glazing	

**WOODBURY CORPORATION**  
 1000 WEST 1000 SOUTH  
 SALT LAKE CITY, UT 84119  
 801.462.2770

630 KOMAS  
 EXTERIOR ELEVATIONS  
 630 KOMAS DRIVE, U of U RESEARCH PARK  
 SALT LAKE CITY, UT 84108

Project # 2910  
 Issue Date 08/20/11  
 Plot Date 9/2/2011  
 Plot Time 1:40:31 PM  
 Drawn by Author  
 Checked by Checker

A201  
 Scale 1/8" = 1'-0"



9104153  
 06/28/2004 03:17 PM 74.00  
 Book - 9006 Pg - 8436-8465  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 LANDMARK TITLE  
 BY: EHB, DEPUTY - WL 30 P.

WHEN RECORDED, RETURN TO:

Dan W. Egan  
 Ballard Spahr Andrews & Ingersoll, LLP  
 201 South Main Street, Suite 600  
 Salt Lake City, UT 84111-2221

Tax Parcel Nos. 16-03-300-001-2014;  
 16-03-300-001-6014  
 16-03-300-001-2010  
 16-03-300-001-6010

CONSENT TO AMENDMENT TO DECLARATION OF EASEMENTS

THIS CONSENT TO DECLARATION OF EASEMENTS ("Consent"), is made effective as of the 25<sup>th</sup> day of June, 2004, by BANK ONE, NA, a national banking association with its main office in Chicago, Illinois ("Bank").

RECITALS:

- A. KP ARAPEEN, L.C., a Utah limited liability company ("KP") owns a leasehold estate in and to certain real property located in Salt Lake County, Utah, as more particularly described on Exhibit "A" attached to and incorporated by reference in this Consent (the "KP Property").
- B. KP, as trustor, executed in favor of Bank, as beneficiary, a Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, recorded on December 27, 2002, as Entry Number 8474715, in Book 8711, beginning at page 928 of the official records of Salt Lake County, Utah (the "KP Deed of Trust"). The KP Deed of Trust encumbers the KP Property.
- C. KOMAS L.L.C., a Utah limited liability company ("Komas") owns or is about to acquire title to a leasehold estate in and to certain real property located in Salt Lake County, Utah, as more particularly described on Exhibit "B" attached to and incorporated by reference in this Consent (the "Komas Property").
- D. Komas, as trustor, executed in favor of Bank, as beneficiary, an Acquisition Loan Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated the same date as this Consent to be recorded in the official records of Salt Lake County, Utah (the "Komas Deed of Trust"). The Komas Deed of Trust encumbers the Komas Property.
- E. The KP Property and the Komas Property are located in a business park and are subject to the provisions of a Declaration of Easements recorded as Entry Number 8474711, in Book 8711, beginning at page 873 of the official records of Salt Lake County, Utah (together with all subsequent amendments thereto, the "Declaration").
- F. By an Amendment to Declaration, dated the same date as this Consent (the "Amendment"), the terms of the Declaration, as they affect the KP Property the Komas Property and other property subject to the Declaration, are being modified.
- G. Bank, as the owner of the beneficial interests under the KP Deed of Trust and the Komas Deed of Trust, has been requested to consent to the terms of the Amendment and to the recordation of the

Amendment against the property described in the Amendment, including the KP Property and the Komasa Property.

H. Bank, upon the terms, covenants and conditions contained in this Consent is willing to give its consent to the execution, delivery and recordation of the Amendment.

NOW, THEREFORE, for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Bank agrees as follows:

1. Consent. Bank hereby consents to the Amendment, in the form attached to and incorporated by reference in this Consent as Exhibit "C," and agrees that the liens and encumbrances of the KP Deed of Trust and the Komasa Deed of Trust shall be subordinate, junior and inferior to the Amendment.

2. Effect of Consent. This Consent shall not be construed as a release of the collateral encumbered by the KP Deed of Trust or the Komasa Deed of Trust, or a subordination of the liens and encumbrances of such deeds of trust to any other subsequent recorded interest in the KP Property or the Komasa Property, other than the Amendment.

3. Miscellaneous. The definitions contained in the recitals to this Consent are incorporated into the body of this document by reference. This Consent shall be construed in accordance with the laws of the State of Utah.

DATED effective as of the date first above written.

BANK ONE, NA, a national banking association

By: [Signature]  
JOHN R. MONTGOMERY, Vice President

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

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 2004, by JOHN R. MONTGOMERY, who is a Vice President of BANK ONE, NA, a national banking association.

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

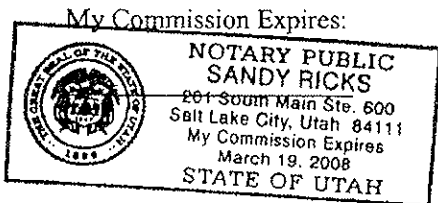


EXHIBIT "A"

KP PROPERTY DESCRIPTION

The following described real property is located in Salt Lake County, Utah:

TRACT A

Beginning at a point on the Westerly line of Arapeen Drive, said point being North 2324.780 feet and West 686.110 feet from the Salt Lake City Survey monument at the intersection of Sunnyside Avenue and Padley Street, said monument is located South 65°48'24" West 3622.62 feet and East 97.00 feet and South 58.20 feet from the Southeast corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 41°00'00" West 212 feet; thence North 49°00'00" West 90.00 feet; thence South 41°00'00" West 340.00 feet; thence North 49°00'00" West 239.289 feet to a point on the arc of a 692.20 foot radius curve to the right; thence Northeasterly 31.381 feet along said curve (chord bears North 39°42'06" East 31.378 feet); thence North 41°00'00" East 475.63 feet to a point on the arc of a 45.00 foot radius curve to the right; thence Northeasterly and Southeasterly 70.69 feet along said curve (chord bears North 86°00'00" East 63.64 feet) to a point on the Westerly line of Arapeen Drive; thence South 49°00'00" East 285.00 feet along the said Westerly line to the point of beginning.

TRACT B

Beginning at a point North 1921.948 feet and West 1155.542 feet from the Salt Lake City Survey monument at the intersection of Sunnyside Avenue and Padley Street, said monument is located South 65°48'24" West 3622.62 feet and East 97.00 feet and South 58.20 feet from the Southeast corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 41°00'00" West 70.00 feet; thence North 49°00'00" West 220.927 feet to a point on the arc of a 692.20 foot radius curve; thence Northeasterly 71.229 feet along said curve to the right (chord bears North 30°28'00" East 71.20 feet); thence South 49°00'00" East 233.943 feet to the point of beginning.

EXCEPTING from Tracts A and B described above any portion lying within the bounds of Wakara Way and/or Kommas Drive, the dedication plats of which are filed in the office of the Salt Lake County Recorder.



EXHIBIT "B"

KOMAS PROPERTY DESCRIPTION

The following described real property is located in Salt Lake County, Utah:

The leasehold estate and interest which arise pursuant to that certain Lease Agreement, dated September 5, 1980, by and between UNIVERSITY OF UTAH, a corporate and body politic ("Lessor"), and BLACK HAWK INVESTMENT COMPANY, a General Partnership ("Lessee"), and amended by that certain First Amendment to Lease Agreement, dated June 7, 1982, and by that certain Second Amendment to Lease Agreement, dated September 28, 1982, and by that certain Third Addendum to Lease Agreement, dated April 9, 1987, and by that certain Fourth Addendum to Lease Agreement, dated December 31, 1990 [record notice of the existence of said Lease Agreement was originally afforded by that certain Short Form Ground Lease recorded April 15, 1983 as Entry No. 3781219, in Book 5451 at Page 2306, of the Official Records of the Salt Lake County Recorder; further record notice was afforded by a Memorandum of Ground Lease recorded June 1, 2000 as Entry No. 7650614, in Book 8365 at Page 3602, of the Official Records of the Salt Lake County Recorder; the Lessee's interest being now held by KOMAS L.L.C., in and to the following described tract of land:

BEGINNING at a point on the Westerly line of Komas Drive, said point being North 1626.262 feet and West 815.400 feet from the Salt Lake City Survey Monument at the intersection of Sunnyside Avenue and Padley Street, said Monument is located South 65°48'24" West 3622.62 feet and East 97.00 feet and South 58.20 feet from the Southeast corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 49°00'00" East 551.954 feet; thence South 41°00'00" West 31.741 feet; thence South 60°00'00" West 601.002 feet; thence North 49°00'00" West 326.287 feet; thence North 41°00'00" East 488.553 feet; thence North 49°00'00" West 30.000 feet; thence North 41°00'00" East 111.443 feet to the point of BEGINNING.

EXHIBIT "C"  
FORM OF AMENDMENT

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

UNIVERSITY OF UTAH  
201 S. President's Circle, Rm. 309  
Salt Lake City, Utah 84112-9102  
Attn: Vice President for Administrative Services

AMENDED AND RESTATED DECLARATION OF EASEMENTS

between

EVANS & SUTHERLAND COMPUTER CORPORATION,  
a Utah corporation

and

KP ARAPEEN, L.C.,  
a Utah limited liability company

and

KOMAS, L.L.C.  
a Utah limited liability company

and

UNIVERSITY OF UTAH,  
a body politic and corporate of the State of Utah

*[Handwritten initials]*

AMENDED AND RESTATED DECLARATION OF EASEMENTS

THIS AMENDED AND RESTATED DECLARATION OF EASEMENTS (this "Declaration") is made as of the <sup>25th</sup> day of June, 2004 by and between EVANS & SUTHERLAND COMPUTER CORPORATION, INC., a Utah corporation ("E&S"), KP ARAPEEN, L.C., a Utah limited liability company ("KP"), KOMAS, L.L.C., a Utah limited liability company ("Komas") and the UNIVERSITY OF UTAH, a body politic and corporate of the State of Utah (the "University"), collectively referred to as the "Parties" or individually, a "Party".

RECITALS

A. On December 27, 2002, University, KP and E&S caused to be recorded that certain Declaration of Easements, recorded as Entry No. 8474711, in Book 8711, at Page 873 of the official records of the Salt Lake County Recorder's office, as amended prior to the date hereof, which Declaration of Easements this Declaration hereby amends and restates in its entirety.

B. The University is the owner of certain real property which is depicted and identified as the "540 Property" on the site plan attached hereto as Exhibit A and more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the "540 Property").

C. The University is the owner of certain real property which is depicted and identified as the "650 Property" on the site plan attached hereto as Exhibit A and more particularly described in Exhibit C attached hereto and incorporated herein by this reference (the "650 Property").

D. The University is the owner of certain real property located adjacent to and in the vicinity of the 540 Property, which real property is depicted and identified as the "Ground Leased Property" on the site plan attached hereto as Exhibit A and more particularly described on Exhibit D attached hereto and incorporated herein by this reference (the "Ground Leased Property"). The 540 Property, the 650 Property and the Ground Leased Property are sometimes collectively referred to herein as the "Project."

E. E&S, as successor-in-interest to various entities, is the current tenant under various ground leases with the University, as landlord, all as set forth on Exhibit E attached hereto and incorporated herein by reference (the "Ground Leases"), pursuant to which the Ground Leased Property is being leased to E&S.

F. On or about December 27, 2002, E&S assigned to KP, and the University has consented to such assignment of, that certain Lease Agreement, dated November 21, 1972, between the University, as landlord, and E&S' predecessor-in-interest, Mountain Co-Venture, a general partnership, as tenant, as amended by that certain Addendum To Lease Agreement, dated April 3, 1973, and by that certain Second Addendum to Lease Agreement, dated June 4, 1973, and by that certain Third Addendum To Lease Agreement, dated December 7, 1973, and by that certain Fourth Addendum To Lease Agreement, dated September 12, 1979, and by that certain Fifth Addendum to Lease Agreement, dated April 9, 1987 (collectively, the "540 Lease").

G. As of the date hereof, E&S has assigned to Komas, and the University has consented to such assignment of, that certain Lease Agreement, dated September 5, 1980, between the University, as

landlord, and E&S' predecessor-in-interest, Black Hawk Investment Company, a general partnership, as tenant, as amended by that certain First Amendment to Lease Agreement, dated June 7, 1982, and that certain Second Amendment to Lease Agreement, dated September 28, 1982, and that certain Third Addendum to Lease Agreement, dated April 9, 1987, and that certain Fourth Addendum to Lease Agreement, dated December 31, 1990 (the "650 Lease").

H. KP acquired on December 27, 2002 the 540 Lease along with certain improvements from E&S, pursuant to that certain Purchase and Sale Agreement, dated November 5, 2002.

I. Komas has acquired, as of the date hereof and subject to, among other things, the 650 Lease, certain improvements from E&S, pursuant to that certain Purchase and Sale Agreement, dated April 7, 2004, as amended.

J. The Parties desire that the Project and every portion thereof be subjected to, and the Parties hereby agree to establish, the following easements, covenants, restrictions, liens and charges (collectively the "Restrictions") as are hereinafter set forth, subject to which the Project and every portion thereof, shall be improved, held, exchanged, leased, sold and/or conveyed. Each of the Restrictions is imposed upon each portion of the Project as a mutual equitable servitude in favor of the other portions of the Project and every part thereof. Each of the Restrictions shall create reciprocal rights and obligations between and among each of the Parties; they shall further create a privity of contract and an estate between and among the Parties and their heirs, successors and assigns. Each of the Restrictions are intended to and shall run with the land. The successive Owners (as defined herein) of all or any portion of the Project are bound hereby for the benefit of the other portions of the Project and the Owners thereof. To the extent E&S is granting easements or rights to KP, Komas or the University or other parties with respect to the Ground Leased Property, the Parties acknowledge and agree that such easements and rights are only being granted by E&S as a tenant under the Ground Leases and only with respect to those exclusive rights to use the Ground Leased Property which E&S may have from time to time under such Ground Leases. Nothing herein shall be construed to grant or otherwise indicate that E&S has any ownership or fee interest title to the Ground Leased Property other than its interest as a tenant under the Ground Leases or the specific rights and easements granted to E&S under this Declaration. To the extent KP is granting easements or rights to E&S, Komas or the University or other parties with respect to the 540 Property, the Parties acknowledge and agree that such easements and rights are only being granted by KP as a tenant under the 540 Lease and only with respect to those exclusive rights to use the 540 Property which KP may have from time to time under the 540 Lease. Nothing herein shall be construed to grant or otherwise indicate that KP has any ownership or fee interest title to the 540 Property other than its interest as a tenant under the 540 Lease or the specific rights and easements granted to KP under this Declaration. To the extent Komas is granting easements or rights to E&S, KP or the University or other parties with respect to the 650 Property, the Parties acknowledge and agree that such easements and rights are only being granted by Komas as a tenant under the 650 Lease and only with respect to those exclusive rights to use the 650 Property which Komas may have from time to time under the 650 Lease. Nothing herein shall be construed to grant or otherwise indicate that Komas has any ownership or fee interest title to the 650 Property other than its interest as a tenant under the 650 Lease or the specific rights and easements granted to Komas under this Declaration.

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the covenants and agreements set forth herein, the Parties agree as follows:

1. **INCORPORATION.** The above Recitals are incorporated herein and made a part hereof.

2. **DEFINITIONS.**

(a) Affiliate. Any entity which is owned or ultimately owned (i.e., through various subsidiaries) by a Party, or any successor thereto by merger, consolidation or acquisition of its assets.

(b) Common Area. All real property within the Project upon which buildings are not from time to time located or in the process of construction and excluding any publicly dedicated rights-of-way or other publicly dedicated property.

(c) Owner. The University, E&S (as to the Ground Leased Property), KP (as to the 540 Property), Komas (as to the 650 Property) and any other person or entity having fee record title to all or any portion of the Project or holding a tenant's leasehold interest in any ground lease with respect to the Project and their respective assigns, grantees and successors-in-interest.

(d) Utilities. Utilities shall include without limitation, gas, electricity, storm and sanitary sewer, domestic water, fire sprinkler water, irrigation water, telephone, satellite and data services.

3. **COMMON AREAS.**

(a) Common Area Use. The Common Area shall be used for vehicular access, circulation, pedestrian traffic and the comfort and convenience of customers, invitees, licensees, agents, contractors and employees of the Parties and business occupants of the buildings constructed within the Project, and for the servicing and supplying of such businesses. In addition, the Common Area may be used, with the prior written consent of the Owner (including E&S as to the Ground Leased Property, Komas as to the 650 Property and KP as to the 540 Property), which consent shall not be unreasonably withheld or delayed: (i) on a temporary basis, as a staging area in connection with the construction and repair of any buildings or Common Area in the Project, so long as such use does not occupy more area than is reasonably required nor unreasonably restrict access to and from or the conduct of business within the buildings in the Project or access to and from the adjacent streets; (ii) in connection with the construction and maintenance of utility lines so long as such activity is undertaken in strict compliance with the requirements of Section 4(b) hereof; and (iii) for any other use required by any governmental authority having jurisdiction thereof. Subject to the Ground Leases, the 650 Lease, the 540 Lease, all applicable rules, regulations, codes and agreements of record, and provided the same does not materially interfere with the access and utility easement rights granted in this Declaration, an Owner may build, erect or construct within the Common Area on any portion of the Project that is owned or ground leased, as the case may be, by such Owner, such buildings or other improvements as may be necessary or appropriate from time to time as determined by such Owner in its sole discretion. If any Owner determines that the Common Area on that portion of the Project that is owned or ground leased, as the case may be, by such Owner is being used for purposes inconsistent with this Declaration, such Owner shall have the right to construct a barricade around all or any portion of the perimeter of the Project to prevent such use; provided, such barricade shall not impede circulation within the Project nor prohibit access to abutting streets at such times as the Project is open for business.

(b) Parking. Notwithstanding the foregoing, the Parties agree that (i) the University, Komas and KP and their respective tenants, employees, agents, contractors, licensees, successors and

assigns shall have no right (either exclusively or non-exclusively) to use all or any portion of the parking on the Ground Leased Property; (ii) the University, Komas and E&S, and their respective tenants, employees, agents, contractors, licensees, successors and assigns shall have no right (either exclusively or non-exclusively) to use all or any portion of the parking on the 540 Property; and (iii) the University, KP and E&S, and their respective tenants, employees, agents, contractors, licensees, successors and assigns shall have no right (either exclusively or non-exclusively) to use all or any portion of the parking on the 650 Property.

(c) General. KP, its tenants, employees, agents, contractors, licensees, successors and assigns, as to the 540 Property, Komas, its tenants, employees, agents, contractors, licensees, successors and assigns, as to the 650 Property and E&S, its tenants, employees, agents, contractors, licensees, successors and assigns, as to the Ground Leased Property, may use and cause to be used the Common Area on such property exclusively for the uses specified herein and in such manner as will not unreasonably interfere with the primary purpose of the Common Area, which is to provide for access for the Owners, customers, invitees, employees, agents, contractors and licensees of the businesses located within the buildings in the Project and for the servicing and supplying of such businesses. Subject to the provisions of any applicable Ground Lease, the 650 Lease and the 540 Lease, KP, its tenants, employees, agents, contractors, licensees, successors and assigns, as to the 540 Property, Komas, its tenants, employees, agents, contractors, licensees, successors and assigns, as to the 650 Property and E&S, its tenants, employees, agents, contractors, licensees, successors and assigns, as to the Ground Leased Property, may install and operate Communications Equipment on or about such property, including upon the roof, wall mounts or poles and supports appurtenant to the building upon such property. "Communications Equipment" includes without limitation, satellite and microwave dishes, antennas, and laser heads, together with associated equipment and cable. Notwithstanding any provision to the contrary in this Declaration, upon not less than thirty (30) days written notice to the other Owners, the Common Area on any portion of the Project may, subject to the provisions in any applicable Ground Leases, the 650 Lease and the 540 Lease, and subject to any applicable laws or legally binding agreements, be reduced, modified or reconfigured, as reasonably determined by the Owner of such portion of the Project, provided such reduction or modification to the Common Area does not unreasonably restrict or materially impede necessary and reasonable vehicular access, circulation, parking (to the extent required by applicable laws, rules and ordinances) and pedestrian traffic to and within the Project and necessary and reasonable access within the Project for the construction and maintenance of utility lines. Notwithstanding any provision to the contrary in this Declaration, nothing in this Declaration modifies, or shall be deemed to constitute a modification of, or a waiver by any Party of, any rights or obligations under the any of the Ground Leases, the 650 Lease or the 540 Lease.

(d) Maintenance and Repair. Subject to the terms and conditions of the Ground Leases, the 650 Lease and the 540 Lease, E&S, as to the Ground Leased Property, Komas as to the 650 Property and KP, as to the 540 Property, shall, at its own expense, cause the Common Area located on such property, together with the sidewalks immediately adjacent to the buildings located thereon, to be maintained at all times in good and clean condition and repair, which shall include, but not be limited to the following:

(i) Maintaining the paved surfaces in a reasonably level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability;

(ii) Removing all papers, debris, filth and refuse, ice and snow, and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(iii) Placing, keeping in repair, and replacing appropriate directional signs, markers and lines, where necessary;

(iv) Operating, keeping in repair, and replacing such artificial lighting facilities as shall be reasonably required;

(v) Maintaining all landscaped areas and repairing automatic sprinkler systems or water lines and replacing shrubs and other landscaping as would be reasonable and customary in projects similar to the Project in the Salt Lake City area;

(vi) Maintaining and repairing any and all common storm drains, utility lines, sewers and other facilities for Utilities which are necessary for the operation of the buildings and improvements within the Project; and

(vii) Maintaining free and unobstructed access to and from its portion of the Project and the adjoining portions of the Project and to and from its portion of the Project and the streets adjacent thereto.

Notwithstanding the foregoing, if the 650 Lease, the 540 Lease or any of the Ground Leases are terminated prior to the termination of this Declaration, then, with respect to the maintenance obligations arising with respect to such property from and after the date of such termination, the University shall maintain, in accordance with the requirements of this Section 3, the Common Areas located on the property subject to the terminated 540 Lease, the terminated 650 Lease and/or such terminated Ground Leases, as the case may be.

Notwithstanding the foregoing, if all or any portion of any facilities for Utilities used solely by an Owner are located on the property which another Owner is responsible to maintain, the Owners agree that the Owner who solely benefits from such facilities shall be responsible for maintaining such facilities in accordance with the standards described in this Section 3.

Except as the Owners may mutually agree in writing to the contrary, all Common Area artificial lighting facilities, water lines and other Utilities shall be separately metered to that portion of the Project on which they are located.

#### 4. EASEMENTS.

(a) Ingress and Egress. The University and KP, as to the 540 Property, the University and Komas as to the 650 Property and the University and E&S, as to the Ground Leased Property, hereby grant to the other Parties as grantee, for the benefit of such other Parties and their respective tenants, employees, agents, contractors, customers and invitees of such Parties, and for the benefit of that portion of the Project owned or leased by such Parties, as the case may be, and as a burden on that portion of the Project which is owned or leased by the Party granting the same, a non-exclusive easement for the purpose of ingress and egress by vehicular and pedestrian traffic upon, over, across and through the existing circulation access and roadway areas (excluding areas dedicated to parking of vehicles) located within the Common Area, as the same may exist from time to time, within that portion of the Project owned or leased, as the case may be, by the granting Party. The Parties



acknowledge and agree that the existing circulation access and roadway areas located within the Common Area within that portion of the Project owned or leased, as the case may be, by the granting Party may be modified or relocated by such granting Party (subject to the Ground Leases, the 650 Lease and the 540 Lease, as the case may be); *provided, however*, that such modification or relocation shall not materially interfere with the access granted to the Parties for the purposes described in this Section 4(a) during the period of such modification or relocation, and *provided further* that the granting Party who modifies or relocates such existing circulation access and roadway areas within the Common Area shall be deemed to have granted to the other Parties a non-exclusive easement for the purpose of ingress and egress by vehicular and pedestrian traffic upon, over, across and through the modified or relocated circulation access and roadway areas, as the same may exist from time to time.

(b) Utility Lines. The University and KP, as to the 540 Property, the University and Komas as to the 650 Property and the University and E&S, as to the Ground Leased Property, hereby grant to the other Parties as grantee, for the benefit of such other Parties and their respective tenants, employees, agents, contractors, customers and invitees of such Parties, and for the benefit of that portion of the Project owned or leased by such Parties, as the case may be, and as a burden on that portion of the Project which is owned or leased by the Party granting the same, non-exclusive easements under, through and across the utility areas located within the Common Area, as the same may exist from time to time, within that portion of the Project owned or leased, as the case may be, by the granting Party for the installation, maintenance, repair and replacement of water drainage systems or structures, water mains, storm drains, sewers, water sprinkler system lines, telephone, data or electrical conduits or systems, gas mains and other facilities for Utilities necessary for the orderly development and operation of the Common Area and each building in the Project; *provided*, the rights granted pursuant to such easements shall at all times be exercised in such manner as to cause the least interference with the normal operation of the Project; and *provided further*, except in an emergency, the right of any Party to enter upon that portion of the Project owned or leased, as the case may be, by another Party for the exercise of any right pursuant to such easements shall be conditioned upon obtaining the prior written consent of such other Party, which consent shall not unreasonably be withheld. All such systems, structures, mains, sewers, conduits, lines and other facilities for Utilities shall be installed and maintained below the surface or ground level of such easements; and *provided further*, the Party making or causing such installation, repair or maintenance of such facilities shall, at its expense, completely restore all Common Area improvements and surfaces disrupted as a result of such installation, repair and/or maintenance. The Parties acknowledge and agree that the existing utility areas located within the Common Area within that portion of the Project owned or leased, as the case may be, by the granting Party may be modified or relocated by such granting Party (subject to the Ground Leases, the 650 Lease and the 540 Lease, as the case may be); *provided, however*, that such modification or relocation shall not materially interfere with the utility easement rights granted to the other Parties pursuant to the Section 4(b) during the period of such modification or relocation, and *provided further* that the granting Party who modifies or relocates such existing utility areas within the Common Area shall be deemed to have granted to the other Parties non-exclusive easements upon, over, across and through the modified or relocated utility areas, as the same may exist from time to time, for the purposes described in this Section 4(b).

## 5. INDEMNIFICATION AND INSURANCE

(a) Indemnification of Parties. Each Party hereby indemnifies, holds harmless and agrees to defend the other Parties (and such other Parties' Affiliates) from and against all claims, damages,

*OR*  
*will*

expenses (including, without limitation, attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring in the Project, caused by the active or passive negligence of the indemnifying Party, or its agents, contractors, servants or employees; provided, the indemnifying Party does not indemnify any other Party against any injury, loss of life, or damage which is caused by the active or passive negligence of such other Party, or its agents, contractors, servants or employees. The University is a body politic and corporate of the State of Utah and a governmental entity under the Utah Governmental Immunity Act of the Utah Code, Section 63-30-1 *et seq.* 1953 (as amended) (the "Act"). Nothing in this Declaration shall be construed as a waiver of any rights or defenses otherwise applicable to the University under the Act, including provisions of Section 63-30-34 regarding limitation of judgments. It is not the intent of the Parties to incur by contract any liability for the negligent operations, acts or omissions of the other Parties and nothing herein shall be so construed.

(b) Waiver of Certain Rights. With respect to any loss or damage that may occur to the Project (or any improvements thereon) or the respective property of the Parties therein, arising from any peril customarily insured under a fire and extended coverage insurance policy, regardless of the cause or origin, excluding willful acts but including negligence of the Parties, their agents, contractors, servants or employees, the Party carrying such insurance and suffering such loss hereby releases the other Parties from all claims with respect to such loss; and the Parties mutually agree that their respective insurance companies shall have no right of subrogation against the other Parties on account of any such loss, and each Party shall procure from their respective insurers under all policies of fire and extended coverage insurance a waiver of all rights of subrogation against the other Parties which the insurance might otherwise have under such policies.

(c) Insurance Coverage and Limits. Each Party agrees to maintain and/or cause to be maintained, at its sole expense, liability insurance insuring its interests against claims for bodily injury, death and property damage occurring on, in or about the Project and the ways immediately adjoining the Project, with a "Combined Single Limit" (covering bodily injury liability, death and property damage liability) of not less than One (1) Million Dollars (\$1,000,000) for total claims for any one occurrence and not less than Three (3) Million Dollars (\$3,000,000) for total claims in the aggregate during one policy year. Any insurance required to be provided under this Section may be in the form of blanket liability coverage so long as the blanket policy does not reduce the limits nor diminish the coverage required herein. Except as expressly provided herein, none of the Parties shall be allowed to self-insure, with any deductible under any policy of insurance in excess of One Hundred Thousand Dollars (\$100,000) being deemed to be self-insurance.

Any insurance policy required to be maintained and/or caused to be maintained by a Party under this Section shall be written by (i) insurance companies which are qualified to do business in the state of Utah; or (ii) the Utah State Risk Management Fund. Upon request, each of the Parties shall cause a certificate of insurance reasonably evidencing compliance with the requirements of this Section to be delivered to the requesting Party. The insurance limits in this Section shall be subject to increase from time to time by such amounts as the Parties may reasonably agree is necessary or desirable, as may be evidenced by the practice of similarly situated properties.

(d) Performance of Indemnity Agreements. All policies of insurance shall insure the performance of the Party insured thereunder of the indemnity agreements contained herein and shall contain a provision that the insurance company will give the other Parties thirty (30) days advance written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or



scope of coverage. Each of the Parties shall promptly notify the other Parties of any asserted claim with respect to which such Party is or may be indemnified against hereunder and shall deliver to such other Parties copies of process and pleadings.

(e) Contractor's Insurance. Prior to commencing any construction activities within the Project after the date of this Declaration, each of the Parties shall obtain or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the following minimum insurance coverages:

- (i) Workers' compensation - statutory limits;
- (ii) Employer's liability - One Hundred Thousand Dollars (\$100,000);
- (iii) Comprehensive General and Comprehensive Auto Liability as follows:
  - (1) "Combined Single Limit" (covering bodily injury liability, death and property damage) in any one occurrence of not less than One Million Dollars (\$1,000,000);
  - (2) Independent Contractor's Liability or Owner's Protective Liability with the same coverage as set forth in (i) above;
  - (3) Products/Completed Operations Coverage which shall be kept in effect for two (2) years after completion of work;
  - (4) "XCU" Hazard Endorsement, if applicable;
  - (5) Broad Form Property Damage Endorsements;
  - (6) Personal Injury Endorsements; and
  - (7) Blanket Contractual Liability Endorsement.

If the construction activity involves the use of the portion of the Project owned or leased by another Party, as the case may be, then such Party shall be named as an additional insured and such insurance shall provide that the same shall not be canceled without at least thirty (30) days prior written notice to the named insureds.

## 6. DAMAGE OR DESTRUCTION

If the Common Area on any portion of the Project shall be damaged or destroyed by fire or other casualty or any other cause whatsoever, then, subject to the provisions of any applicable Ground Leases, the 650 Lease and the 540 Lease, KP (as to the 540 Property), Komas (as to the 650 Property) and E&S (as to the Ground Leased Property) shall forthwith proceed with due diligence to restore such Common Area to a condition to permit free and safe vehicular and pedestrian access and circulation between the damaged portion of the Project and the remainder of the Project and to and from all streets adjacent thereto (in the manner required by this Declaration). Notwithstanding the foregoing, if the 540 Lease, the 650 Lease or any of the Ground Leases are terminated prior to the termination of this Declaration, then, with respect to any damage or destruction occurring after the date of such termination, the University shall restore, in accordance with the requirements of this Section 6, the Common Areas located on the

property subject to the terminated 540 Lease, the terminated 650 Lease and/or such terminated Ground Leases, as the case may be.

## 7. EMINENT DOMAIN

(a) Party's Right to Award. Nothing herein shall be construed to give any Party any interest in any award or payment made to any other Party in connection with any exercise of eminent domain or transfer in lieu thereof affecting any portion of the Project owned or leased by such other Party or giving the public or any government any rights in the portion of the Project owned or leased by such other Party. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Area located within the Project, the award attributable to the land and improvements of such portion of the Common Area shall be payable only to the owner in fee thereof and no claim thereon shall be made by the owners or tenants of any other portion of the Common Area.

(b) Collateral Claims. All other parties or persons having an interest in the Common Area so condemned may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken.

(c) Tenant's Claim. Nothing in this Section shall prevent a tenant, including E&S, Komas and/or KP, from making a claim against another Party pursuant to the provisions of any lease, including the Ground Leases, the 650 Lease and the 540 Lease, between such tenant and such Party for all or a portion of any such award or payment.

(d) Restoration of Common Area. The owner of the fee of each portion of the Common Area so condemned shall promptly repair and restore the remaining portion of the Common Area so owned as near as practicable to the condition of the Common Area immediately prior to such condemnation or transfer to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other Party.

## 8. DEFAULT

(a) Right to Cure. Should any Party fail to timely perform any of its obligations hereunder and thereafter fail to perform such obligation within twenty (20) days after its receipt of any other Party's written demand therefor, the Party giving such notice shall, in addition to any other remedy provided at law or in this Declaration, have the right (but not the obligation) to perform such obligation on behalf of the defaulting Party and the defaulting Party shall reimburse the curing Party for the cost of performing such obligation within ten (10) days after receipt of billing therefor and proof of payment thereof. If the defaulting Party does not reimburse the curing Party within such 10-day period, the curing Party shall have (i) the right to exercise any and all rights which such curing Party might have at law to collect the same, and (ii) a lien on the portion of the Project owned, or the improvements owned by a tenant under the Ground Leases, the 650 Lease or the 540 Lease, as the case may be, by the defaulting Party to the extent of the amount paid by the curing Party but not reimbursed by the defaulting Party, which amount shall bear interest at a rate equal to the then published Federal Discount Rate plus four percent (4%) per annum, or the highest legal rate of interest, whichever is less (the "Effective Rate"), from the date of billing until paid. Such lien may be filed for record by the curing Party as a claim against the defaulting Party, to the extent permitted

by law, and in the form required by law, in the office wherein mortgages are recorded, which lien shall contain at least the following information:

- (1) The name of the lien claimant;
- (2) The name of the defaulting Party;
- (3) A description of the work performed on behalf of such Party and a statement itemizing the cost thereof; and
- (4) A description of the property or improvements being liened.

To the extent permitted by law, the lien so claimed shall attach from the date of recordation in the amount claimed by the Party curing the default and it may be enforced and foreclosed in any manner allowed by law, including, but not limited to, suits to foreclose a mechanic's lien, trust deed or mortgage under applicable law. To the extent permitted by law, such lien, when so established against the real property described in such lien, shall be prior and superior to any right, title, interest, lien or claim which may be or is acquired or attached to such real property after the time of recording the claim of lien.

(b) Injunctive Relief. In the event of any violation or threatened violation of any provision of this Declaration, any Party (and any Affiliate) shall have the right, in addition to any other remedies herein or by law provided, to enjoin such violation or threatened violation.

(c) Breach Shall Not Permit Termination. No breach of this Declaration shall entitle any Party to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Party may have hereunder by reason of any breach of this Declaration.

(d) No Limitation of Remedies. The various rights and remedies herein contained and reserved to the Parties, except as otherwise provided in this Declaration, shall not be considered as exclusive of any other right or remedy, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall impair any such right, power or remedy or be construed as a waiver of any default or nonperformance or as acquiescence therein.

## 9. ASSIGNMENT OR TERMINATION OF GROUND LEASES

If the tenant's interest in one or more of the Ground Leases is at any time, or from time to time, assigned by E&S, or its successors-in-interest, to any third party prior to the date of termination of this Declaration, then those portions of the Project to which such assigned Ground Leases apply (collectively the "Assigned Properties") shall be deemed for purposes of this Declaration from and after the date of such assignment to be removed from the definition of the Ground Leased Property and to be separate and distinct from the Ground Leased Property and the rights, interests, obligations and easements in connection with such Assigned Properties shall be transferred to the University and such third party assignee, and the access and utility easement rights shall be deemed granted to E&S with respect to such Assigned Properties (which grant shall be in addition to the grant given to the Owners of the 650 Property and the 540 Property hereunder), as of the date of assignment of such Ground Leases, as the same may occur from time to time during the term of this Declaration. It is the

intent of this Section 9 to convey to E&S such easements and rights upon, over and across such Assigned Properties as would have been granted to E&S under this Declaration had such Assigned Properties been included as separate and distinct properties under this Declaration. It is also the intent of this Section 9 to convey to the University and such third party assignee such easements and rights upon, over and across the remaining Ground Leased Property as would have been granted to the University and such third party assignee under this Declaration had such third party assignee been an original party to this Declaration. If one or more of the Ground Leases, the 540 Lease or the 650 Lease, as the case may be, expires or is otherwise terminated prior to the date of termination of this Declaration, then those portions of the Project to which such expired or terminated Ground Leases, the terminated 540 Lease or the terminated 650 Lease apply, as the case may be (collectively the "Terminated Properties") shall be deemed removed from the definition of the Ground Leased Property, the 540 Property or the 650 Property, as the case may be, and the rights, interests, obligations and easements in connection with such Terminated Properties shall be transferred to the University only (and not to E&S, KP, Komas or any E&S Affiliates, KP Affiliates or Komas Affiliates), and the access and utility easement rights with respect to such Terminated Properties shall be deemed granted to E&S, KP and Komas by the University (but only to the extent the same still hold an interest as a tenant under the Ground Leases, the 540 Lease or the 650 Lease, as the case may be) with respect to such Terminated Properties, as of the date of such expiration or termination of such Ground Leases, the 540 Lease or the 650 Lease, as the case may be, as the same may occur from time to time during the term of this Declaration. It is the intent of this Section 9 to convey to E&S, KP and Komas from the University such easements and rights upon, over and across such Terminated Properties as would have been granted separately by the University to E&S, KP and Komas under this Declaration had such Terminated Properties not been part of the Ground Leased Property, the 540 Property or the 650 Property, as the case may be, on the date of this Declaration.

#### 10. NOTICES

Any notice or demand given or served by one Party to another shall not be deemed to have been duly given or served unless in writing and personally delivered or forwarded by postage prepaid certified or registered mail, return receipt requested, or by another commercially recognized means of delivery, addressed as follows:

E&S:

Evans & Sutherland Computer Corporation  
600 Komas Drive  
Salt Lake City, Utah 84108  
Attn: Facilities Manager



UNIVERSITY:

THE UNIVERSITY OF UTAH  
201 S. President's Circle, Rm. 309  
Salt Lake City, Utah 84112-9102  
Attn: Vice President for Administrative Services

KP:

KP ARAPEEN, L.C.  
2733 East Parleys Way, Suite 300  
Salt Lake City, Utah 84109-1662  
Attn: W. Richards Woodbury

KOMAS:

Komas, L.L.C.  
2733 East Parleys Way, Suite 300  
Salt Lake City, Utah 84109-1662  
Attn: W. Richards Woodbury

Notices and demands shall be deemed effective upon receipt. The person and place to which notices are to be given may be changed by the Parties by written notice to the other Parties.

11. ATTORNEYS' FEES

In the event legal proceedings are brought or commenced to enforce any of the terms of this Declaration against any Party, the successful Party in such action shall be entitled to receive and shall receive from the defaulting Party, a reasonable sum as attorneys' fees and costs, to be fixed by the court in the same action.

12. DURATION

Except as otherwise provided herein, this Declaration shall remain in full force and effect until the earlier to occur of: (a) the date which is Sixty Five (65) years from the date hereof; and (b) the date of expiration or earlier termination of the term, as the same may have been extended by the exercise of any applicable options, of the last of the Ground Leases.

13. MODIFICATION

All negotiations and oral agreements acceptable to the Parties have been incorporated herein. Except as otherwise provided herein, this Declaration may not be modified in any respect whatsoever or rescinded, in whole or in part, except by a writing, and duly recorded, and executed by the Party against whom such amendment or modification shall be sought to be enforced.

#### 14. GENERAL PROVISIONS

(a) Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Project to the general public or for any public purposes whatsoever, it being the intention of the Parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

(b) Severability. If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

(c) Pronouns. When required by context, the singular shall include the plural, and the neuter gender shall include a person, corporation, firm, association, or other business arrangement.

(d) Captions. The captions in this Declaration are for convenience only and do not constitute a part of the provisions hereof.

(e) Not a Partnership. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted to create, a joint venture, a partnership, or any other similar relationship between the Parties.

(f) Governing Law. This Declaration shall be construed and enforced in accordance with, and governed by, the law of the state of Utah.

(g) No Presumption. This Declaration shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against any of the Parties.

(h) Inurement. This Declaration and the easements, covenants, benefits and obligations created hereby shall inure to the benefit and be binding upon each of the Parties and their respective successors and assigns.

(i) Estoppel Certificate. Each Party agrees that upon request by any other Party, it will issue to a prospective lender of such other Party or to a prospective purchaser of such other Party's interest, an estoppel certificate stating:

(1) whether the Party to whom the request has been directed knows of any default by the requesting Party under this Declaration, and if there are known defaults, specifying the nature thereof;

(2) whether this Declaration has been assigned, modified or amended in any way (and if it has, then stating the nature thereof); and

(3) that to the Party's knowledge this Declaration as of that date is in full force and effect.

Such statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is



asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement; however, such statement shall in no event subject the Party furnishing it to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of such Party to disclose correct and/or relevant information.


(j) Authority. Each of the individuals who have executed this Declaration represents and warrants that he or she is duly authorized to execute this Declaration on behalf of E&S, KP or the University, as the case may be; that all corporate, partnership, company, trust or other action necessary for such Party to execute and perform the terms of this Declaration have been duly taken by such Party; and that no other signature and/or authorization is necessary for such Party to enter into and perform the terms of this Declaration.

(k) No Third Party Beneficiaries. Except for those individuals and entities that qualify from time to time as "Owners" under this Declaration, this Declaration is not intended to benefit any third party, including, without limitation, any tenants within the Project, and any such third party shall not be entitled to claim any rights or enforce any of the terms or provisions hereof.

(l) Exhibits. Exhibits A, B, C and D, attached hereto are incorporated herein by this reference.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

EVANS AND SUTHERLAND COMPUTER CORPORATION,  
a Utah corporation

By   
Its CEO

THE UNIVERSITY OF UTAH,  
a body politic and corporate of the State of Utah

By Anne B. Combe  
Its Vice President  
for Administrative Services

KOMAS, L.L.C.  
a Utah limited liability company

BY WOODBURY CORPORATION, Its Manager  
By W. Richards Woodbury  
Its President

*AW*

KP ARAPEEN, L.C.,

a Utah limited liability company

By WOODGATE CORPORATION, ITS MANAGER

By *Kaudeen Woodgate*

Its SECRETARY

[Signatures must be acknowledged.]

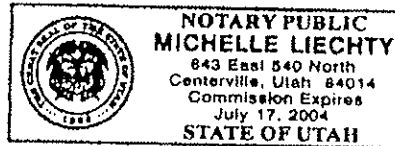
*g*

STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

On June 25<sup>th</sup>, 2004, before me, Michelle Liechty, personally appeared Tom Atchison, the Chief Financial Officer of Evans & Sutherland Computer Corporation, a Utah corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Michelle Liechty  
Notary Public

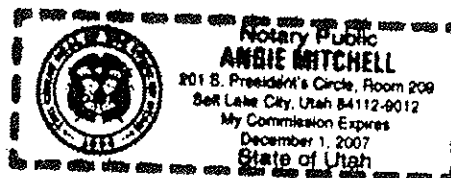


STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

On June 10, 2004, before me, Angie Mitchell, personally appeared Arnold B. Combe the Vice President of the University of Utah, a body politic and corporate of the State of Utah, <sup>to be the person</sup> personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

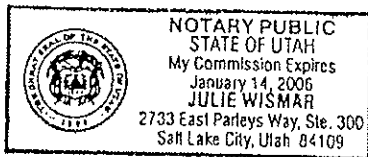
Angie Mitchell  
Notary Public

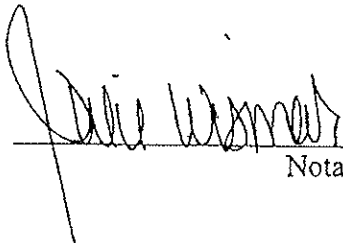


STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

On June 16, 2004, before me, Julie Wismar, personally appeared W Richards Woodbury, the President of Woodbury Corporation, a Utah corporation, the Manager of Komax L.L.C., a Utah limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

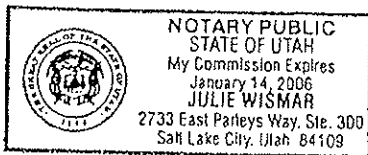


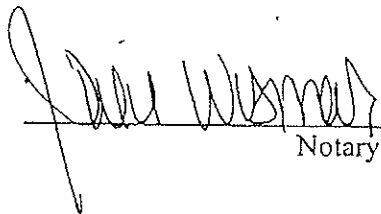
  
\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

On June 16, 2004, before me, Julie Wismar, personally appeared O. Randall Woodbury, the Secretary of Woodbury Corporation, a Utah corporation, the Manager of KP Arapeen, L.C., a Utah limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



  
\_\_\_\_\_  
Notary Public

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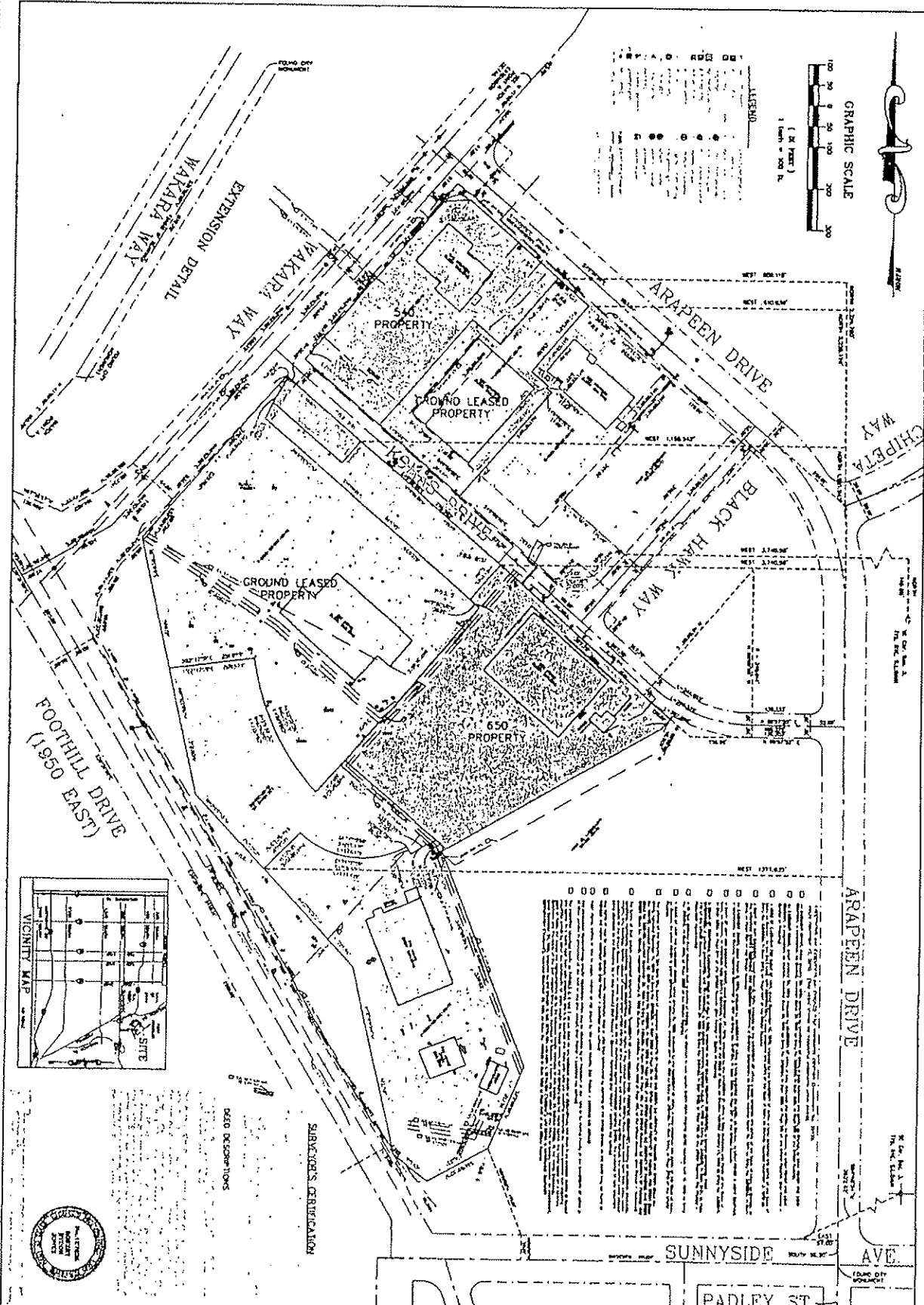
BK 9006 PG 8458



Exhibit A  
(See Attached Site Plan of the Project)

*J*

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B P O	C	ALTA/ACSM LAND TITLE SURVEY		BUSH & CUDGELL, INC.
		FIELD MAP (OVERALL SITE PLAN)		Engineers - Planners - Surveyors
		LOCATION: SOUTHEAST 1/4 OF SECTION 2, T1A, R1E, S11WK	330 South 200 East, Salt Lake City, Utah 84111	
		PREPARED FOR:	(801) 366-1212 Fax (801) 366-1225	
		EVANS & SUTHERLAND	Offices: St. George, Utah	

*Handwritten initials/signature.*

Exhibit B

LEGAL DESCRIPTION OF 540 PROPERTY

TRACT A

Beginning at a point on the Westerly line of Arapeen Drive, said point being North 2324.780 feet and West 686.110 feet from the Salt Lake City Survey monument at the intersection of Sunnyside Avenue and Padley Street, said monument is located South 65°48'24" West 3622.62 feet and East 97.00 feet and South 58.20 feet from the Southeast corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 41°00'00" West 212 feet; thence North 49°00'00" West 90.00 feet; thence South 41°00'00" West 340.00 feet; thence North 49°00'00" West 239.289 feet to a point on the arc of a 692.20 foot radius curve to the right; thence Northeasterly 31.381 feet along said curve (chord bears: North 39°42'06" East 31.378 feet); thence North 41°00'00" East 475.63 feet to a point on the arc of a 45.00 foot radius curve to the right; thence Northeasterly and Southeasterly 70.69 feet along said curve (chord bears: North 86°00'00" East 63.64 feet) to a point on the Westerly line of Arapeen Drive; thence South 49°00'00" East 285.00 feet along the said Westerly line to the point of beginning.

TRACT B

Beginning at a point North 1921.948 feet and West 1155.542 feet from the Salt Lake City Survey monument at the intersection of Sunnyside Avenue and Padley Street, said monument is located South 65°48'24" West 3622.62 feet and East 97.00 feet and South 58.20 feet from the Southeast corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 41°00'00" West 70.00 feet; thence North 49°00'00" West 220.927 feet to a point on the arc of a 692.20 foot radius curve; thence Northeasterly 71.229 feet along said curve to the right (chord bears: North 30°28'00" East 71.20 feet); thence South 49°00'00" East 233.943 feet to the point of beginning.

EXCEPTING from Tracts A and B described above any portion lying within the bounds of Wakara Way and/or Komas Drive, the dedication plats of which are filed in the office of the Salt Lake County Recorder.

16:03:300:001: 2010 / 6010

*J*  
*W*

Exhibit C

LEGAL DESCRIPTION OF 650 PROPERTY

BEGINNING at a point on the Westerly line of Komas Drive, said point being North 1626.262 feet and West 815.400 feet from the Salt Lake City Survey Monument at the intersection of Sunnyside Avenue and Padley Street, said Monument is located South  $65^{\circ}48'24''$  West 3622.62 feet and East 97.00 feet and South 58.20 feet from the Southeast corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence South  $49^{\circ}00'00''$  East 551.954 feet; thence South  $41^{\circ}00'00''$  West 31.741 feet; thence South  $60^{\circ}00'00''$  West 601.002 feet; thence North  $49^{\circ}00'00''$  West 326.287 feet; thence North  $41^{\circ}00'00''$  East 488.553 feet; thence North  $49^{\circ}00'00''$  West 30.00 feet; thence North  $41^{\circ}00'00''$  East 111.443 feet to the point of beginning.

16:03:300:001:2014 / 6014





Exhibit D

LEGAL DESCRIPTION OF GROUND LEASED PROPERTY

560 Arapeeu Drive

BEGINNING at a point on the Westerly line of Arapeeu Drive, said point being North 2324.780 feet and West 686.110 feet from the Salt Lake City Survey Monument at the intersection of Sunnyside Avenue and Padley Street, said Monument is located South 65°48'24" West 3622.62 feet and East 97.00 feet and South 58.20 feet from the Southeast corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 41°00'00" West 212.00 feet; thence North 49°00'00" West 90.00 feet; thence South 41°00'00" West 340.00 feet; thence South 49°00'00" East 260.00 feet; thence North 41°00'00" East 336.00 feet; thence North 49°00'00" West 17.00 feet; thence North 41°00'00" East 6.00 feet; thence North 49°00'00" West 53.00 feet; thence North 41°00'00" East 210.00 feet to the Westerly line of Arapeeu Drive; thence North 49°00'00" West 100.00 feet along said Westerly line to the point of beginning.

Contains 109,642 sq. ft. or 2.5170 acres.

BEGINNING at a point on the Westerly line of Komas Drive, said point being North 1626.262 feet and West 815.400 feet from the Salt Lake City Survey Monument at the intersection of Sunnyside Avenue and Padley Street, said Monument is located South 65°48'24" West 3622.62 feet and East 97.00 and South 58.20 feet from the Southeast corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 49°00'00" West 450.692 feet; thence South 41°00'00" West 70.00 feet; thence North 49°00'00" West 220.932 feet to a point on the arc of a 692.200 foot radius curve whose center bears South 62°28'51" East; thence Southwesterly 42.964 feet along the arc of said curve to the left through a central angle of 03°33'23"; thence South 49°00'00" East 660.319 feet; thence North 41°00'00" East 111.443 feet to the point of beginning.

Contains 59,158 sq. ft. or 1.3581 acres.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF KOMAS DRIVE, THE DEDICATION PLAT OF WHICH IS FILED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

16:03:300:001:2007 / 6007

600 Komas Drive

BEGINNING at a point which is North 1626.262 feet and West 815.400 feet and South 41°00'00" West 111.443 feet from the Salt Lake City Survey Monument at the intersection of Sunnyside Avenue and Padley Street, said Monument is located South 65°48'24" West 3622.62 feet and East 97.00 feet and South 58.20 feet from the Southeast corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 49°00'00" West 660.319 feet to a point on the arc of a 692.200 foot radius curve whose center bears South 66°02'14" East; thence Northeasterly 114.196 feet along the arc of said curve to the right through a central angle of 09°27'08"; thence North 49°00'00" West 6.001 feet; thence South 41°00'00" West 525.082 feet; thence South 12°21'26" East 320.000 feet; thence North 82°47'10" East 208.879 feet to a point on the arc of a 608.887 foot radius curve whose center bears North 82°02'11" East; thence Southeasterly 360.905 feet along the arc of said curve to the left through a central angle of 33°57'39"; thence North 41°00'00" East 593.845 feet; thence North 49°00'00" West 30.000 feet to the point of beginning.

*J*

*aw*

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF WAKARA WAY AND/OR KOMAS DRIVE, THE DEDICATION PLATS OF WHICH ARE FILED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER

16:03:300:001:2023 / 6023

770 Komas Drive

BEGINNING at a point which is North 22°00'00" West 179.00 feet from a point on the North line of Sunnyside Avenue, said point being South 89°59'50" West 761.997 feet and North 00°00'10" West 58.200 feet from the Salt Lake City Survey Monument at the intersection of Sunnyside Avenue and Padley Street, said Monument is located South 65°48'24" West 3622.620 feet and East 97.000 feet and South 58.200, feet from the Southeast corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 61°09'35" West 166.781 feet; thence North 52°49'31" West 103.650 feet; thence North 12°49'54" West 461.520 feet; thence North 43°19'53" West 315.935 feet; thence North 44°00'00" East 123.669 feet along the radial line to a point of a curve; thence Southeasterly along the arc of the 212.4714 foot radius curve to the left, arc length = 274.416 feet, chord length = 255.737 feet (chord bearing = South 83°00'00" East), tangent length = 160.109 feet, central angle = 74°00'00"; thence along the radial line South 30°00'00" East 20.500 feet to the point of tangency; thence North 60°00'00" East 71.108 feet; thence South 49°00'00" East 33.554 feet; thence South 60°00'00" West 11.730 feet; thence South 22°00'00" East 550.000 feet; thence South 23°00'00" West 217.000 feet to the point of BEGINNING.

Together with a 26 foot access easement to Komas Drive.

16:10:126:001:2001 / 6001

630 Komas Drive

BEGINNING at a point which is North 886.114 feet and West 1377.035 feet from a Salt Lake City Monument at the intersection of Sunnyside Avenue and Padley Street, said Monument being South 65°48'24" West 3622.62 feet and East 97.00 feet and South 58.20 feet from the Southeast corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 43°19'53" West 245.767 feet; thence North 12°21'26" West 312.856 feet; thence North 82°47'10" East 208.879 feet to a point on the arc of a 608.887 foot radius curve, the center of which bears North 82°02' 11" East; thence Southeasterly along said curve to the left through a central angle of 33°57'39", a distance of 360.905 feet; thence North 40°58' East 105.291 feet; thence South 49°00' East 292.731 feet; thence South 60°00' West 71.105 feet; thence North 30°00' West 20.50 feet to a point on the arc of a 212.471 foot radius curve, the center of which bears North 30°00' West; thence Southwesterly along said curve to the right through a central angle of 74°00', a distance of 274.416 feet; thence South 44°00' West 123.669 feet to the point of beginning.

Together with a 26 foot wide access easement to Komas Drive.

16:03:300:001

**Exhibit E**

List of Ground Leases (excluding Ground Lease for 540 and Ground Lease for 650)

1. **560 ARAPEEN DRIVE:**

A. Lease Agreement, dated September 4, 1979, by and between UNIVERSITY OF UTAH, a corporate and body politic ("Lessor"), and TRI VENTURE, A General Partnership ("Lessee"), and amended by that certain First Addendum to Lease Agreement, dated April 9, 1987, by that certain Second Addendum To Lease Agreement, dated December 31, 1990, by a Memorandum of Ground Lease and Amendment To Ground Lease recorded June 1, 2000 as Entry No. 7650612, in Book 8365 at Page 3595, of the Official Records of the Salt Lake County Recorder, and by the Third Addendum to Lease Agreement, dated as of May 30, 2003 (collectively, the "560 Lease").

The Lessee's interest being now held by EVANS & SUTHERLAND COMPUTER CORPORATION, a Utah corporation.

2. **600 KOMAS DRIVE:**

University of Utah Research Park Master Form Lease Agreement, dated April 9, 1987, by and between UNIVERSITY OF UTAH, a corporation and body politic ("Lessor"), and EVANS & SUTHERLAND COMPUTER CORPORATION, a Utah corporation ("Lessee"), and amended by that certain First Addendum To Lease Agreement, dated December 31, 1990, and by a Memorandum of Ground Lease and Amendment to Ground Lease recorded June 1, 2000 as Entry No. 7650615, in Book 8365 at Page 3606, of the Official Records of the Salt Lake County Recorder.

3. **770 KOMAS DRIVE:**

University Of Utah Research Park Master Form Lease Agreement, dated April 1, 1988, by and between UNIVERSITY OF UTAH, a corporate and body politic ("Lessor"), and EVANS & SUTHERLAND COMPUTER CORPORATION, a Utah corporation ("Lessee"), and amended by that first Addendum To Lease Agreement, dated December 31, 1990, and by a Memorandum Of Ground Lease Agreement and Amendment To Lease recorded June 1, 2000 as Entry No. 7650616, in Book 8365 at Page 3610, of the Official Records of the Salt Lake County Recorder.

4. **630 KOMAS DRIVE:**

University of Utah Research Park Master Form Lease Agreement, dated December 31, 1990, by and between UNIVERSITY OF UTAH, a corporate and body politic ("Lessor"), and EVANS & SUTHERLAND COMPUTER CORPORATION, a Utah corporation ("Lessee"), amended by a Memorandum Of Ground Lease and Amendment to Ground Lease recorded June 1, 2000 as Entry No. 7650617, in Book 8365 at Page 3614, of the Official Records of the Salt Lake County Recorder.





Applied Geotechnical Engineering Consultants, Inc.

**GEOTECHNICAL INVESTIGATION  
630 KOMAS OFFICE BUILDING  
UNIVERSITY OF UTAH RESEARCH PARK  
SALT LAKE CITY, UTAH**

**PREPARED FOR:**

**WOODBURY CORPORATION  
2733 PARLEY'S WAY, SUITE 300  
SALT LAKE CITY, UTAH 84109**

**ATTENTION: LYNN WOODBURY**

**PROJECT NO. 1110471**

**JULY 29, 2011**

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## EXECUTIVE SUMMARY

1. The subsurface materials encountered at the site consist of approximately 3½ to 14 feet of fill overlying clay, silt and sand. Gravel was encountered in the deeper boring, Boring B-3, at a depth of approximately 50 feet. This boring extended to a depth of approximately 51 feet.
2. Subsurface water was encountered at a depth of approximately 37 feet in Boring B-3 based on a measurement taken 6 days after drilling. Very moist zones which may represent perched water were encountered in Borings B-1 and B-2 at a depth of approximately 15 feet and in Boring B-3 at a depth of approximately 19 feet.

Slotted PVC pipe was installed in the deeper borings to facilitate future measurement of the water level. Fluctuations in the water level will occur over time. Water levels are expected to be highest in the spring and summer and lowest in the fall and winter. An evaluation of such fluctuations is beyond the scope of this report.

3. Up to approximately 14 feet of existing fill was encountered in the borings and appears to be relatively loose and erratic in density. Unsuitable fill should be removed from below proposed building and pavement areas.
4. The site is suitable for the proposed construction. The building may be supported on spread footings bearing on compacted structural fill extending down to the undisturbed natural soil and may be designed for a net allowable bearing pressure of 3,500 pounds per square foot. The amount of structural fill needed below footings will depend on foundation loads.
5. Much of the upper soil consists predominantly of clay and will be easily disturbed by construction traffic when the soil is very moist to wet, such as in the winter or spring or at times of prolonged rainfall. Placement of 1 to 2 feet of gravel over the very moist clay can provide limited support for rubber-tired construction equipment.

**Executive Summary (continued)**

6. Temporary, unretained cut slopes in the natural clay may be constructed at 1 horizontal to 1 vertical or flatter. Temporary unretained excavation slopes in the existing fill may be constructed at 1 ½ horizontal to 1 vertical or flatter. If seepage is encountered in slopes, the slope will need to be significantly flatter. Steeper slopes could be considered and should be evaluated on an individual basis. Permanent, unretained cut and fill slopes may be constructed at 2 horizontal to 1 vertical or flatter.
7. A subsurface perimeter drain should be provided where floors will extend below grade.
8. Geotechnical information related to foundations, subgrade preparation, pavement design and materials is included in the report.



## SCOPE

This report presents the results of a geotechnical investigation for the proposed 630 Komas Office Building to be constructed in the University of Utah Research Park in Salt Lake City, Utah. The report presents the subsurface conditions encountered, laboratory test results and recommendations for foundations and pavement. The study was conducted in general accordance with our proposal dated June 27, 2011.

Field exploration was conducted to obtain information on the subsurface conditions. Samples obtained during the field investigation were tested in the laboratory to determine physical and engineering characteristics of the on-site soil. Information obtained from the field and laboratory was used to define conditions at the site for our engineering analysis and to develop recommendations for the proposed foundations and pavement.

This report has been prepared to summarize the data obtained during the study and to present our conclusions and recommendations based on the proposed construction and the subsurface conditions encountered. Design parameters and a discussion of geotechnical engineering considerations related to construction are included in the report.

## SITE CONDITIONS

At the time of our field study, the area proposed for the building and parking areas consisted of a landscaped area as part of the Research Park Development. There were no permanent structures or pavement on the site. Vegetation at the site consists predominantly of grass and weeds with some trees in the eastern portion of the site and maintained grass with trees in the western portion of the site. There is a concrete sidewalk that extends through a portion of the west end of the property.



The ground surface of the site slopes gently down toward the west/southwest. The slope is steeper along the west edge of the property compared to the east side.

There are asphalt-paved parking areas to the north, east and south of the property and landscaped areas to the south, east and west. There are some multi-level office buildings to the northeast and south of the property and Foothill Drive is west of the property.

## **FIELD STUDY**

The field study was conducted on July 21, 2011. Four borings were drilled in the area of the proposed building and three borings were drilled in the area of the proposed parking areas as indicated on Figure 1. The borings were drilled using 8-inch diameter, hollow-stem auger powered by an all-terrain drill rig. The borings were logged and soil samples obtained by a representative from AGECEC. Logs of the subsurface conditions encountered in the borings are graphically shown on Figures 2 and 3.

## **SUBSURFACE CONDITIONS**

The subsurface materials encountered at the site consist of approximately 3½ to 14 feet of fill overlying clay, silt and sand. Gravel was encountered in the deeper boring, Boring B-3, at a depth of approximately 50 feet. This boring extended to a depth of approximately 51 feet.

A description of the various soils encountered in the borings follows:

Fill - There are two general fill types that were encountered at the site. The predominant fill type consists of sandy lean clay to clayey sand with gravel. The other fill type, which was encountered in the lower part of the fill in Boring B-1, the fill in Boring B-3 and the lower portion of the fill in Boring B-5, consists of silty to clayey gravel with sand. There appeared to be a moderate amount of gravel in the fill in Boring B-6 and a relatively small amount of gravel in the fill in Boring B-2.

The fill consisting of sandy lean clay to clayey sand with gravel is slightly moist to moist and brown to dark brown. There are some roots and organics in the upper approximately ½ to 2 feet. Some debris and broken asphalt was encountered in Boring B-4.

The more granular fill consists of clayey to silty gravel with sand. It is slightly moist to moist and brown to dark brown. Some broken asphalt was encountered in the fill of Boring B-3.

Laboratory tests performed on samples of the fill indicate that it has moisture contents ranging from 6 to 14 percent and dry densities ranging from 121 to 135 pounds per cubic foot (pcf).

Lean Clay - The clay contains some silt and sand layers. It is medium stiff to stiff, moist to wet and brown to reddish brown to gray.

Interlayered Lean Clay and Sandy Silt - The interlayered soil contains some silty sand layers. It is medium stiff to stiff, moist to wet and brown to reddish brown to gray.

Laboratory tests performed on samples of the interlayered soil indicate that it has natural moisture contents of 18 to 26 percent and natural dry densities ranging from

96 to 104 pcf. Results of a consolidation test performed on a sample consisting predominantly of the clay portion of the interlayered soil indicate that it will compress a small to moderate amount with the addition of light to moderate loads. Results of the consolidation test are presented on Figure 4.

Sandy Silt - The silt is medium dense, moist to very moist and brown.

Poorly-Graded Gravel with Sand - The gravel is very dense, moist and brown.

Results of the laboratory tests are summarized on Table I and are included on the logs of the borings.

## **SUBSURFACE WATER**

Subsurface water was encountered at a depth of approximately 37 feet in Boring B-3 based on a measurement taken 6 days after drilling. Very moist zones, which may represent perched water, were encountered in Borings B-1 and B-2 at a depth of approximately 15 feet and in Boring B-3 at a depth of approximately 19 feet.

Slotted PVC pipe was installed in the deeper borings to facilitate future measurement of the water level. Fluctuations in the water level will occur over time. Water levels are expected to be highest in the spring and summer and lowest in the fall and winter. An evaluation of such fluctuations is beyond the scope of this report.

## PROPOSED CONSTRUCTION

We understand that the building will be a three-story, braced-frame, steel and concrete structure. We have assumed maximum column loads of 400 kips and maximum wall loads of 15 kips per lineal foot.

Parking is planned for areas around the building. We have assumed two traffic conditions, one consisting predominantly of car traffic and the other consisting of two semis and 10 delivery trucks per day.

If the proposed construction, building loads or traffic is significantly different from what is described above, we should be notified so that we can reevaluate the recommendations given.

## RECOMMENDATIONS

Based on the subsurface conditions encountered, laboratory test results and the proposed construction, the following recommendations are given:

### A. Site Grading

Site grading plans were not available to us at the time of our investigation. We understand that the lower building floor will be at elevation 4515 feet. Based on this finish floor elevation, we anticipate cuts on the order of 10 feet in the eastern portion of the site.

1. Subgrade Preparation

Prior to placing site grading fill or base course, topsoil, organics, unsuitable fill, debris and other deleterious material should be removed.

Up to approximately 14 feet of existing fill was encountered in the borings and appears to be relatively loose and erratic in density. Unsuitable fill should be removed from below proposed building and pavement areas.

The subgrade in the proposed pavement areas and areas to receive site grading fill should be scarified to a depth of approximately 8 inches, the moisture adjusted to within 2 percent of the optimum moisture content and the subgrade compacted to at least 90 percent of the maximum dry density as determined by ASTM D 1557. The subgrade should then be proof-rolled to identify soft areas. Soft areas should be removed and replaced with granular fill containing less than 35 percent passing the No. 200 sieve. We anticipate that much of the on-site granular fill will meet this criteria.

The natural silt and clay and fill consisting of clay may have a high moisture content during wet times of the year and may cause problems for construction equipment access. Where the subgrade consists of very moist to wet clay, the subgrade should not be scarified or proof-rolled but cut to undisturbed natural soil. A support fabric and 1 to 2 feet of gravel with less than 15 percent passing the No. 200 sieve may be placed to provide for construction equipment access and to facilitate construction above the very moist to wet clay subgrade.

2. Excavation

Excavation at the site can be accomplished with standard-duty excavation equipment. Care should be taken to not disturb the natural soil to remain below proposed foundation areas.

Temporary unretained excavation slopes may be constructed at 1 ½ horizontal to 1 vertical or flatter in the fill and 1 horizontal to 1 vertical or flatter in the clay and silt. If seepage is encountered in excavation slopes, the slope will need to be significantly flatter. Permanent unretained cut and fill slopes may be constructed at 2 horizontal to 1 vertical.

3. Compaction

Compaction of materials placed at the site should equal or exceed the minimum densities as indicated below when compared to the maximum dry density as determined by ASTM D 1557.

Fill To Support	Compaction
Foundations	≥ 95%
Concrete Slabs and Pavement	≥ 90%
Retaining Wall Backfill	85% - 90%
Landscaping	≥ 85%

To facilitate the compaction process, the fill should be compacted at a moisture content within 2 percent of the optimum.

Base course placed below pavement should be compacted to at least 95 percent of the maximum dry density as determined by ASTM D 1557.

Fill and pavement materials placed for the project should be frequently tested for compaction.

4. Materials

Listed below are materials recommended for imported structural fill.

Fill to Support	Recommendations
Footings	Non-expansive granular soil Passing No. 200 Sieve < 35% Liquid Limit < 30% Maximum size 4 inches
Floor Slab (Upper 4 inches)	Sand and/or Gravel Passing No. 200 Sieve < 5% Maximum size 2 inches
Slab Support	Non-expansive granular soil Passing No. 200 Sieve < 50% Liquid Limit < 30% Maximum size 6 inches

Material placed as fill to support the building should be non-expansive granular soil. The fill consisting of gravel may be used as structural fill below the proposed building if it meets the recommendations given above for imported structural fill or it may be used as site grading fill, utility trench backfill or wall backfill outside the building area.

The clay and fill consisting of clay are not recommended for use as fill below the building but could be considered for use as wall backfill, utility trench backfill outside the building area and as fill below pavement and landscaped areas.

Use of the on-site soil as fill or backfill will likely require moisture conditioning (wetting or drying) to facilitate compaction. Drying of the soil may not be practical during cold or wet periods of the year.

5. Drainage

Roof downspouts and drains should discharge beyond the limits of backfill. The ground surface surrounding the proposed building should be sloped away from the building in all directions.

The collection and diversion of drainage away from the pavement surface is important to the satisfactory performance of the pavement section. Proper drainage should be provided.

**B. Foundations**

1. Bearing Material

With the proposed construction and the subsurface conditions encountered, the proposed building may be supported on spread footings bearing on compacted structural fill extending down to the natural undisturbed soil. Structural fill placed below footings should extend out away from the edge of the footings at least a distance equal to the depth of fill beneath footings.

Topsoil, organics, unsuitable fill and other deleterious material should be removed from below proposed foundation areas.



2. Bearing Pressures

Spread footings bearing on compacted structural fill, may be designed using an allowable net bearing pressure of 3,500 pounds per square foot (psf).

The minimum thickness of structural fill should be as indicated below:

Loads	Structural Fill Thickness, feet
Column Loads up to 400 kips	4
Column Loads up to 300 kips	3
Column Loads up to 200 kips	2
Wall Loads up to 15 klf	2

Footings should have a width of at least 2 feet and a depth of embedment of at least 1 foot.

3. Temporary Loading Conditions

The allowable bearing pressure may be increased by one-half for temporary loading conditions such as for wind and seismic loads.

4. Settlement

Based on the subsurface conditions encountered and the building loads provided, we estimate that total settlement will be less than 1 inch and differential settlement will be less than  $\frac{3}{4}$  of an inch for footings designed as indicated above.

5. Frost Depth

Exterior footings and footings beneath unheated areas should be placed at least 30 inches below grade for frost protection.

6. Foundation Base

The base of footing excavations should be cleared of loose or deleterious material prior to structural fill or concrete placement.

7. Construction Observation

A representative of the geotechnical engineer should observe footing excavations prior to structural fill or concrete placement.

**C. Concrete Slab-on-Grade**

1. Slab Support

Concrete slabs may be supported on the undisturbed natural soil or on compacted structural fill extending down to the undisturbed natural soil. Topsoil, debris, unsuitable fill and other deleterious materials should be removed from below proposed floor slabs.

2. Underslab Sand and/or Gravel

A 4-inch layer of free draining sand and/or gravel with less than 5 percent passing the No. 200 sieve should be placed below the concrete slabs for ease of construction and to promote even curing of the slab concrete.

3. Vapor Barrier

A vapor barrier should be placed below the concrete floor if the floor will receive an impermeable floor covering. The barrier will reduce the amount of water vapor passing from below the slab to the floor covering.

**D. Lateral Earth Pressures**

1. Lateral Resistance for Footings

Lateral resistance for footings placed on the natural soil or on compacted structural fill is controlled by sliding resistance between the footing and the foundation soils. A friction value of 0.35 may be used in design for ultimate lateral resistance.

2. Subgrade Walls and Retaining Structures

The following equivalent fluid weights are given for design of subgrade walls and retaining structures. The active condition is where the wall moves away from the soil. The passive condition is where the wall moves into the soil and the at-rest condition is where the wall does not move. The values listed assume a horizontal surface adjacent the top and bottom of the wall.

Soil Type	Active	At-Rest	Passive
Sand & Gravel	35 pcf	50 pcf	300 pcf
Clay and Silt	50 pcf	65 pcf	250 pcf

3. Seismic Conditions

Under seismic conditions, the equivalent fluid weight should be increased by 36 pcf for active and at-rest conditions and decreased by 36 pcf for the

passive condition. This assumes a short period spectral response acceleration of 1.54g for a 2 percent probability of exceedance in a 50-year period (IBC, 2009).

4. Safety Factors

The values recommended above assume mobilization of the soil to achieve the assumed soil strength. Conventional safety factors used for structural analysis for such items as overturning and sliding resistance should be used in design.

**E. Subsurface Drains**

The below grade portion of the lowest floor level of the building may be provided with a perimeter drain system to collect nuisance water from the surrounding area and to protect from possible perched water conditions. The perimeter drain system should consist of at least the following items:

1. The underdrain system should consist of a perforated pipe installed in a gravel filled trench around the perimeter of the subgrade floor portion of the building.
2. The flow line of the pipe should be placed at least 18 inches below the finished floor level and should slope to a sump or outlet where water can be removed by pumping or by gravity flow.

3. If placing the gravel and drain pipe requires excavation below the bearing level of the footing, the excavation for the drain pipe and gravel should have a slope no steeper than 1 horizontal to 1 vertical so as not to disturb the soil below the footing.
4. A filter fabric should be placed between the natural soil and the drain gravel. This will help reduce the potential for fine-grained material filling in the void spaces of the gravel.
5. The subgrade floor slab should have at least 6 inches of free-draining gravel placed below it and the underslab gravel should connect to the perimeter drain.
6. Consideration should be given to installing cleanouts to allow access into the perimeter drain should cleaning of the pipe be required in the future.

#### F. Seismicity, Faulting and Liquefaction

##### 1. Seismicity

Listed below is a summary of the site parameters for the 2009 International Building Codes:

- |    |   |       |
|----|---|-------|
| a. | Site Class  | D     |
| b. | Short Period Spectral Response Acceleration, $S_s$      | 1.54g |
| c. | One Second Period Spectral Response Acceleration, $S_1$ | 0.61g |

2. Faulting

There are no mapped active faults extending near or through the site. The closest mapped fault considered to be active is the Wasatch Fault located approximately 4400 feet west of the site (Salt Lake County, 2002).

3. Liquefaction

The site is located within an area mapped as having a "very low" potential for liquefaction (Salt Lake County, 2002). Research indicates that the soil type most susceptible to liquefaction during a large magnitude earthquake is loose, clean sand. In order for liquefaction to occur, the soil must be saturated. The liquefaction potential for soil tends to decrease with an increase in fines content and density.

Based on our understanding of the geology of the area and the subsurface conditions encountered at the site, it is our professional opinion that liquefaction is not a hazard at the site.

**G. Water Soluble Sulfates**

One sample of the natural soil was tested in the laboratory for water soluble sulfate content. Test results indicate that there is less than 0.1 percent water soluble sulfate in the soil. Based on the test results and published literature, the natural soil possesses a negligible sulfate attack potential for concrete. No special cement type is required for concrete placed in contact with the soil. Other conditions may dictate the type of cement to be used in concrete for the project.

## H. Pavement

Based on the subsurface conditions encountered and laboratory test results, the following pavement support recommendations are given:

1. Subgrade Support

The upper existing fill and some of the upper natural soil at the site consist of clay. A California Bearing Ratio (CBR) of 3 percent was used for our analysis.

2. Pavement Thickness

Based on the subsurface conditions encountered, the traffic described below, a design life of 20 years and methods presented by the Utah Department of Transportation, a flexible pavement section consisting of 3 inches of asphaltic concrete overlying 6 inches of high quality base course is calculated for paved parking where traffic will consist of cars and pickups and no significant truck traffic. We recommend a pavement section consisting of 3 inches of asphaltic concrete and 10 inches of base course for areas that will receive up to 2 semis and 10 delivery trucks per day. Alternatively, a rigid pavement section consisting of 5 inches of Portland cement concrete may be considered above a properly prepared subgrade for either traffic condition.

3. Pavement Material and Construction

a. Flexible Pavement (Asphaltic Concrete)

The pavement materials should meet the material specifications for the applicable jurisdiction. Other materials may be considered for use in the pavement section. The use of other materials may result in the need for different pavement material thickness.

b. Rigid Pavement (Portland Cement Concrete)

The design assumes that a concrete shoulder or curb will be placed at the edge of the pavement and that the pavement will have aggregate interlock joints.

The pavement materials should meet the material specifications for the applicable jurisdiction. The pavement thickness indicated above assumes that the concrete will have a 28-day compressive strength of 4,000 pounds per square inch. Concrete should be air entrained with approximately 6 percent air. The maximum allowable slump will depend on the method of placement, but should not exceed 4 inches.

4. Jointing

Joints for concrete pavement should be laid out in a square or rectangular pattern. Joint spacings should not exceed 30 times the thickness of the slab. The joint spacings indicated should accommodate the contraction of the concrete and under these conditions steel reinforcing will not be required. The depth of joints should be approximately one-fourth the slab thickness.



**LIMITATIONS**

This report has been prepared in accordance with generally accepted soil and foundation engineering practices in the area for the use of the client for design purposes. The conclusions and recommendations included within the report are based on the information obtained from the borings drilled at the approximate locations indicated on Figure 1 and the data obtained from laboratory testing. Variations in the subsurface conditions may not become evident until additional exploration or excavation is conducted. If the subsurface conditions or groundwater level is found to be significantly different from what is described above, we should be notified to reevaluate the recommendations given.

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

*Douglas R. Hawkes*  
byrs

Douglas R. Hawkes, P.E., P.G.



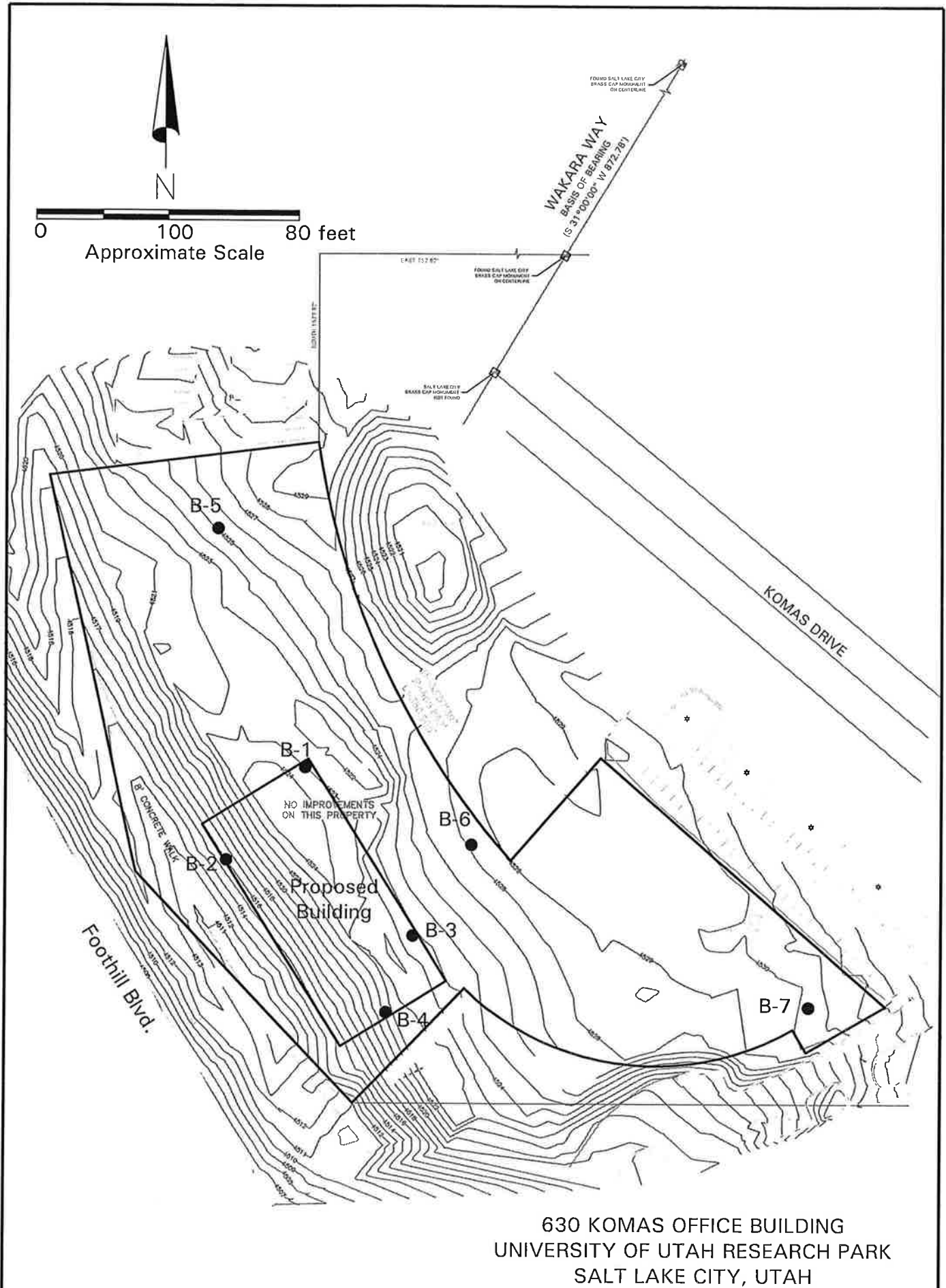
Reviewed by Jay R. McQuivey, P.E.

DRH/rs

## REFERENCES

International Building Code, 2009; International Code Council, Inc., Falls Church, Virginia.

Salt Lake County, 2002; Surface Rupture and Liquefaction Potential Special Study Areas Map, Salt Lake County, Utah, adopted March 31, 1989, updated March 2002, Salt Lake County Public Works - Planning Division, 2001 South State Street, Salt Lake City, Utah.

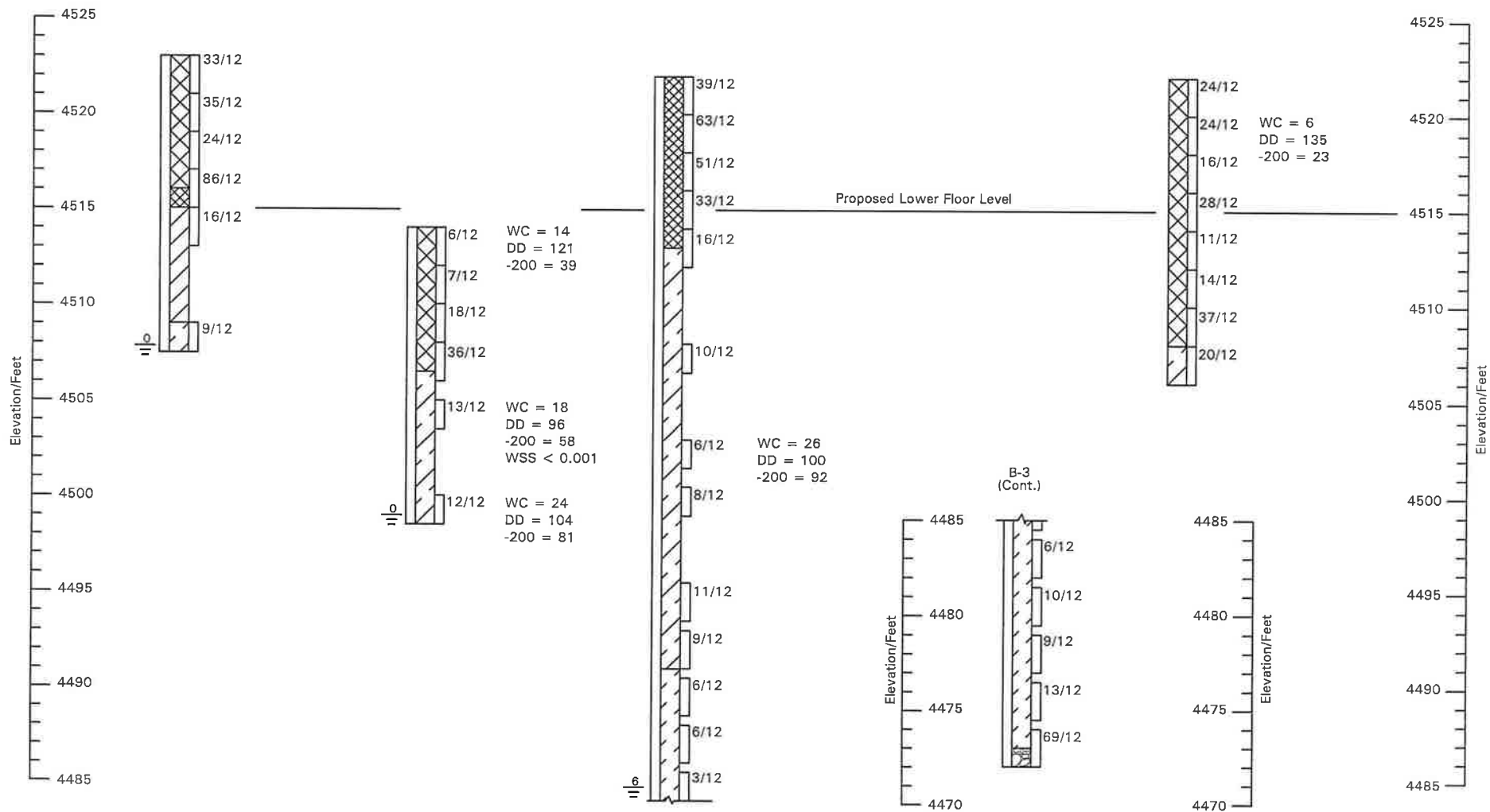


B-1  
Elev. 4523'

B-2  
Elev. 4516'

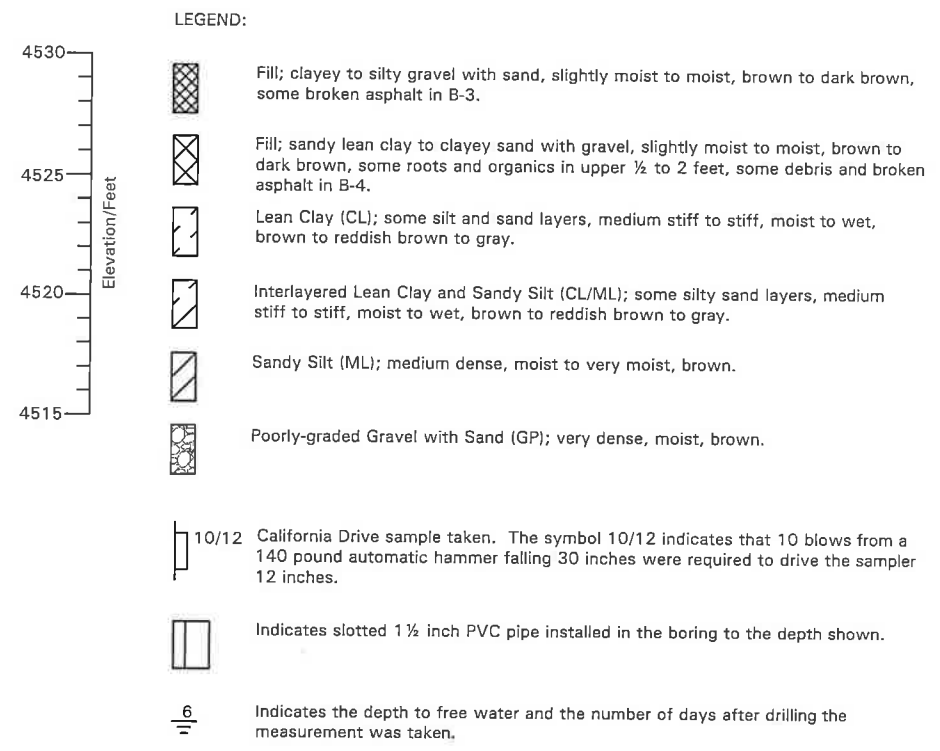
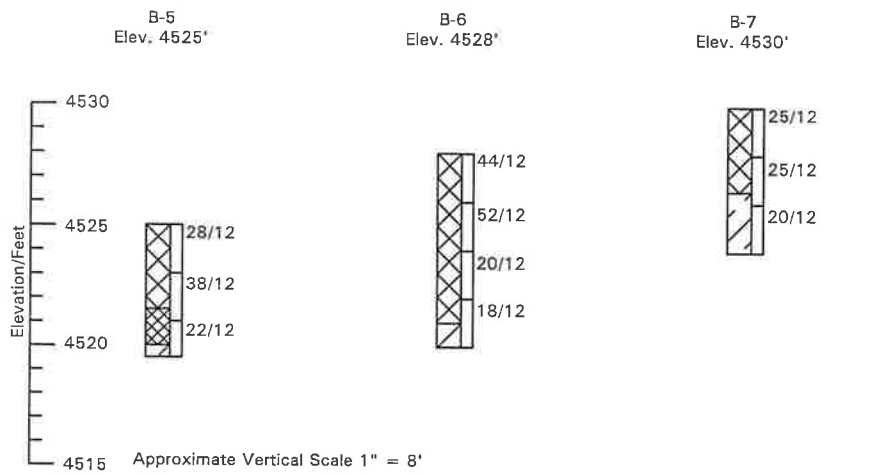
B-3  
Elev. 4524'

B-4  
Elev. 4522'



Approximate Vertical Scale 1" = 8'

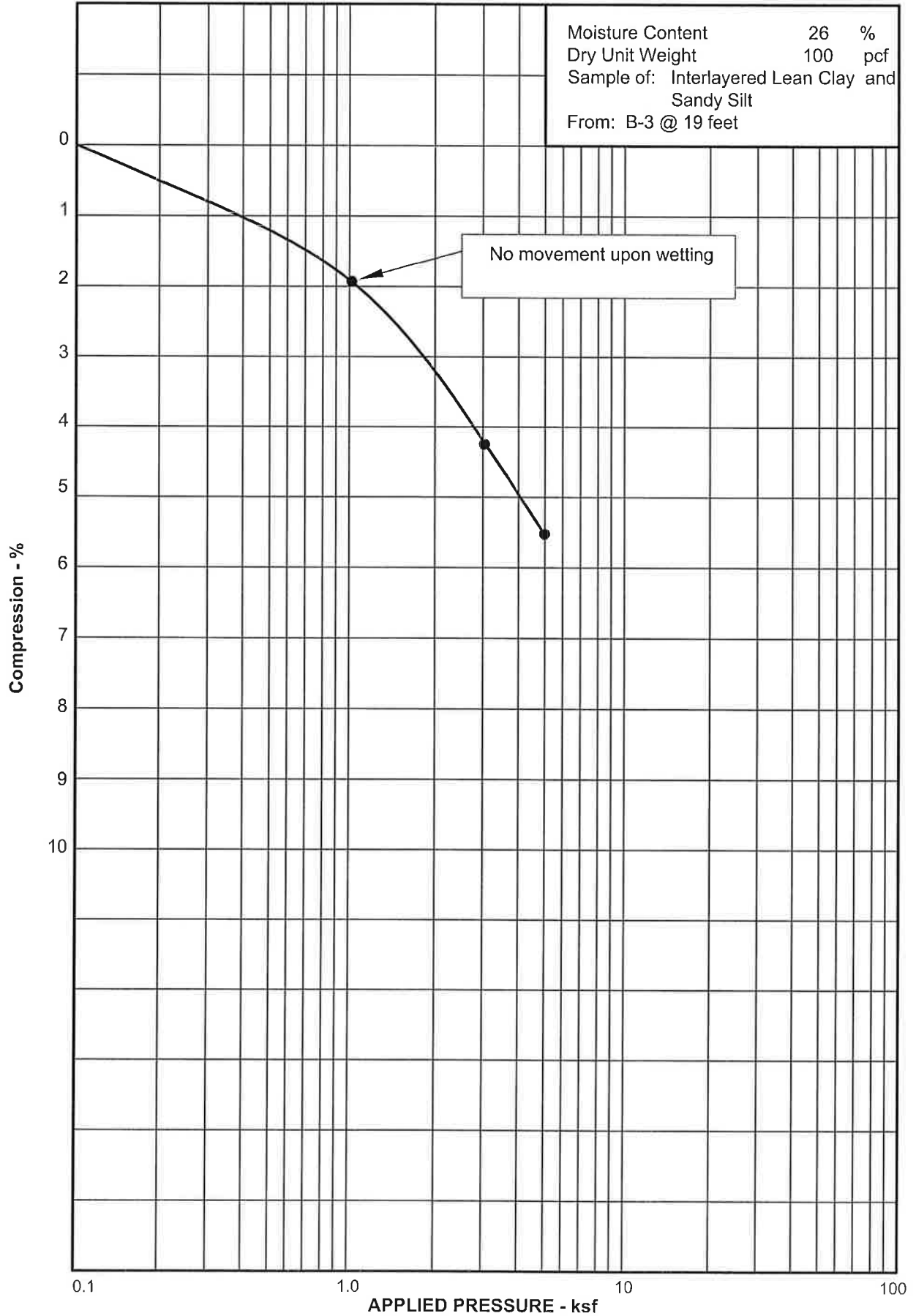
See Figure 3 for Legend and Notes



**NOTES:**

- Borings were drilled on July 21, 2011 with 8-inch diameter hollowstem auger.
- Locations of borings were measured approximately by pacing from features shown on the site plan provided.
- Elevations of borings were determined by interpolating between contours shown on the site plan provided.
- The boring locations and elevations should be considered accurate only to the degree implied by the method used.
- The lines between the materials shown on the boring logs represent the approximate boundaries between material types and the transitions may be gradual.
- Water level readings shown on the logs were made at the time and under the conditions indicated. Fluctuations in the water level may occur with time.
- WC = Water Content (%);  
 DD = Dry Density (pcf);  
 -200 = Percent Passing No. 200 Sieve;  
 WSS = Water Soluble Sulfates (%).

# Applied Geotechnical Engineering Consultants, Inc.



APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

TABLE I  
SUMMARY OF LABORATORY TEST RESULTS

PROJECT NUMBER 1110471

SAMPLE LOCATION		NATURAL MOISTURE CONTENT (%)	NATURAL DRY DENSITY (PCF)	GRADATION			ATTERBERG LIMITS		UNCONFINED COMPRESSIVE STRENGTH (PSF)	WATER SOLUBLE SULFATE (%)	SAMPLE CLASSIFICATION
BORING	DEPTH (FEET)			GRAVEL (%)	SAND (%)	SILT/CLAY (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)			
B-2	0	14	121			39				Fill; Clayey Sand with Gravel	
	9	18	96			58			<0.001	Interlayered Lean Clay and Sandy Silt	
	14	24	104			81				Interlayered Lean Clay and Sandy Silt	
B-3	19	26	100			92				Interlayered Lean Clay and Sandy Silt	
B-4	2	6	135			23				Fill; Clayey Sand with Gravel	

## Response to Planning Department Comments 630 Komasa Planned Development and Conditional Use

### Response to **Planning** Comments from Elizabeth Reining:

1. According to our DRT on August 11, 2011, a planned development is required because the property does not have any frontage on, or direct access to, a public street or right-of-way. This, along with the general density and utility layout, triggered the need for a planned development.
2. See attached landscape plan.
3. There is no building entrance from Foothill. The property is not directly adjacent to the Foothill Blvd right-of-way nor does it have access from this street. All vehicular access will be from Komasa Drive or Wakara Way and therefore the main building entrance is located on the east. A pedestrian path will connect the east entrance of the building to the existing bike/pedestrian trail located along Foothill. This will allow Foothill pedestrians to access the building.
4. There are three proposed locations for monument signs for the 630 Komasa building. Two are onsite and one is located on the 650 Komasa property. The signs will provide wayfinding and tenant recognition from Foothill Drive and Komasa Drive. See attached plan for locations and sizes.
5. The heights of the buildings are noted on the attached plan. Both 770 Komasa and 600 Komasa exceed the 45' building height limitation.
6. Approximately 45% of the elevation facing Foothill is glass. The glass will be transparent, low-E, high performance glass with some spandrel or translucent panes used between floors, and at columns. A sun-shading system will be used to mitigate the western sun exposure on the main curtain walls on the west elevations. See the attached images of the schematic design for the proposed sun screen system.
7. Over 30% of the property will be landscaped (as required by the University of Utah Research Park). Approximately 49,500 square feet of the property will be landscaped. More than 7,000 square feet will qualify as public space by incorporating over 30 sitting spaces on ledge benches, a mixture of shaded areas, and a variety of trees (see attached landscape plan).





Response to **Zoning** Comments from Alan Hardman:

See Site Plan for setbacks

Response to **Transportation** Comments from Barry Walsh:

The parking requirements for general office space are: 3 spaces per 1,000 square feet gross floor area for the main floor plus 1<sup>1</sup>/<sub>4</sub> spaces per 1,000 square feet gross floor area for each additional level, including the basement

1 <sup>st</sup> Floor: 21,000 SF (approx.) / 1000 SF x 3 spaces =	63 spaces
+ 2 <sup>nd</sup> & 3 <sup>rd</sup> Floors: 42,000 SF (approx.) / 1000 SF x 1.25 spaces =	<u>53 spaces</u>
	116 required spaces

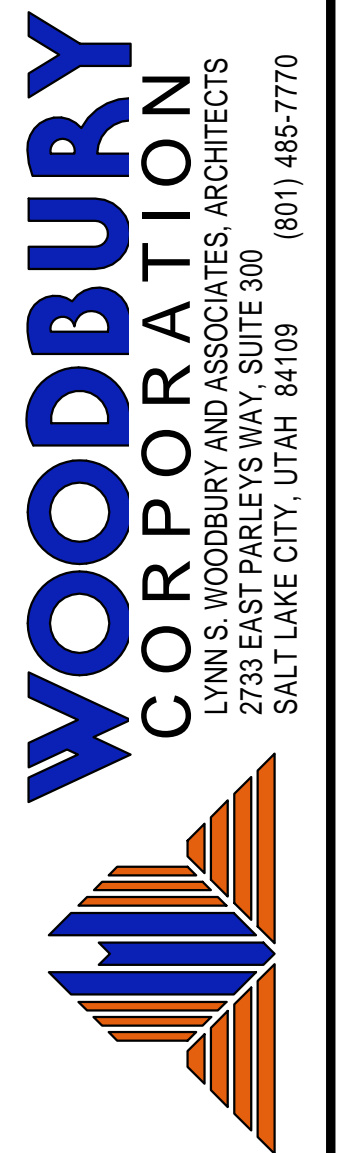
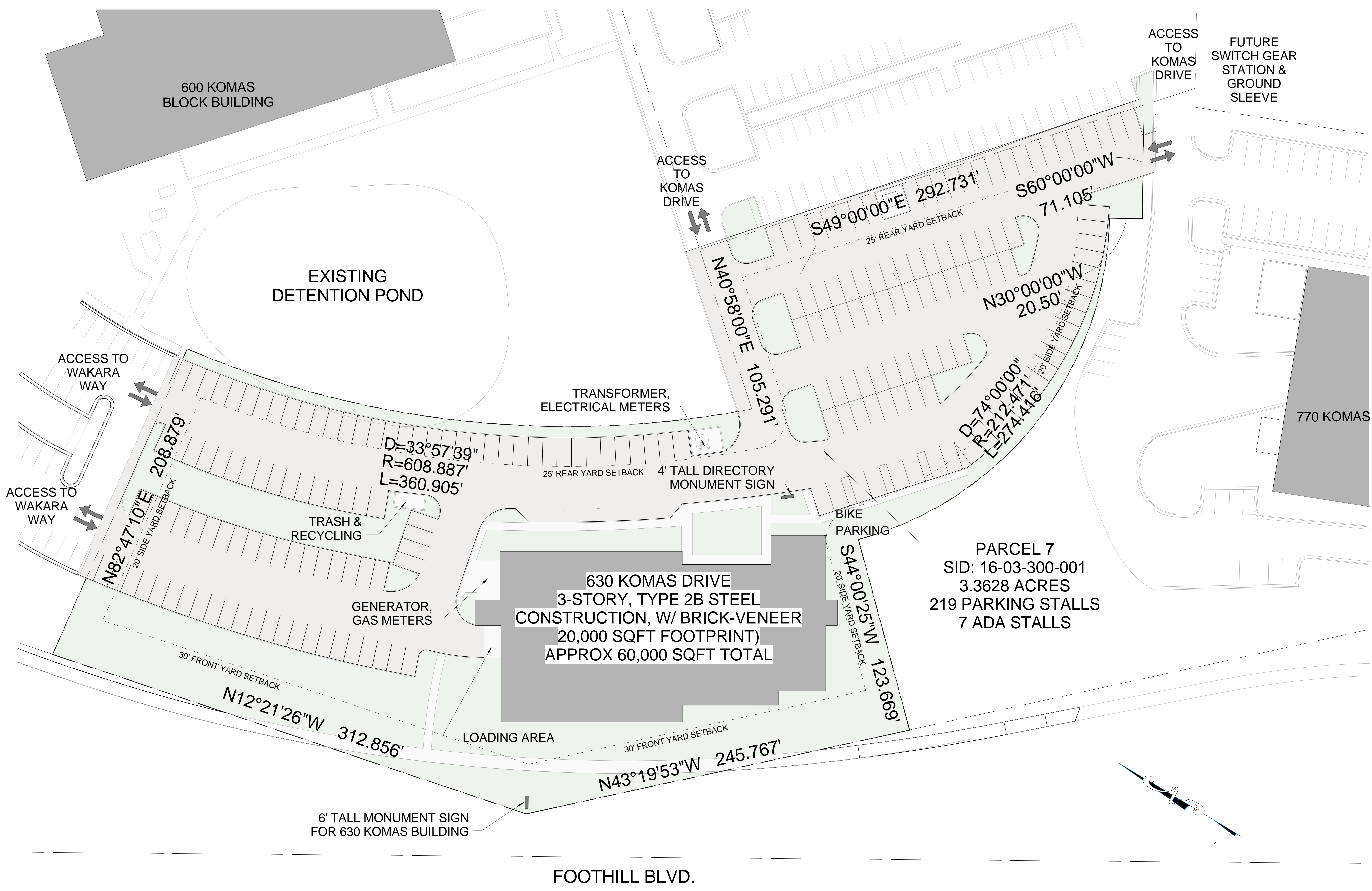
207 parking stalls are provided

7 ADA stalls are required and provided (see dimensioned parking plan)

10 bicycle parking spaces are provided (5% of vehicular parking) (see landscape plan)

21 carpool parking spaces (10% of total) shall be delineated (see dimensioned parking plan)

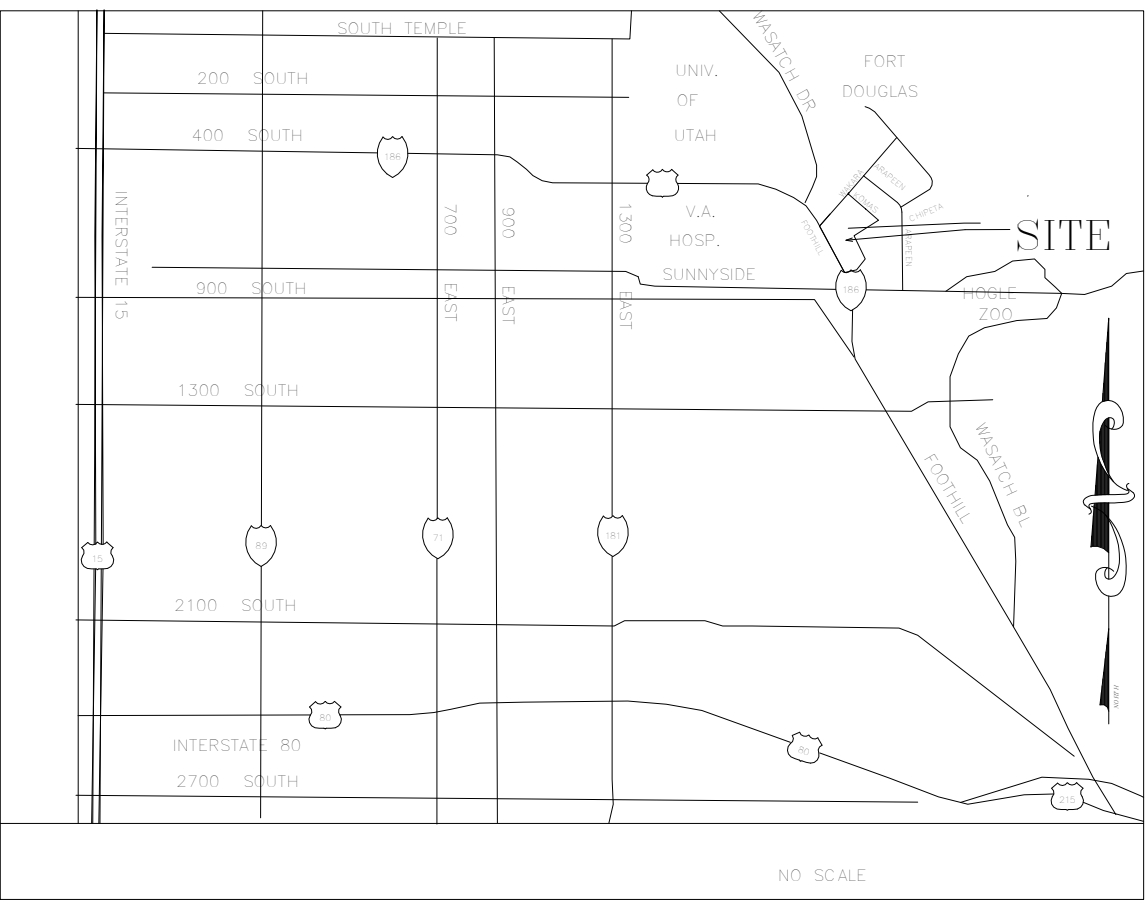
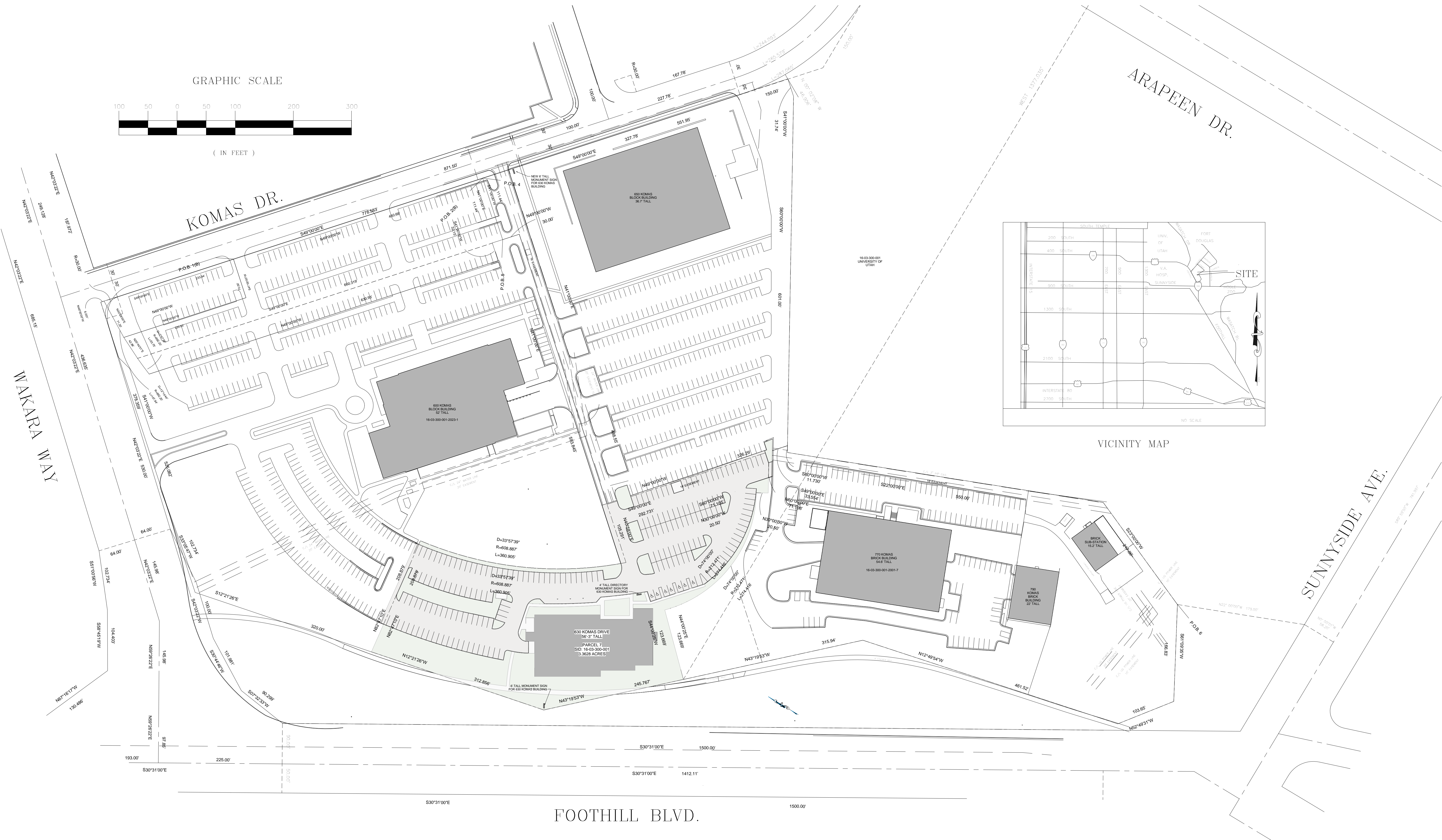
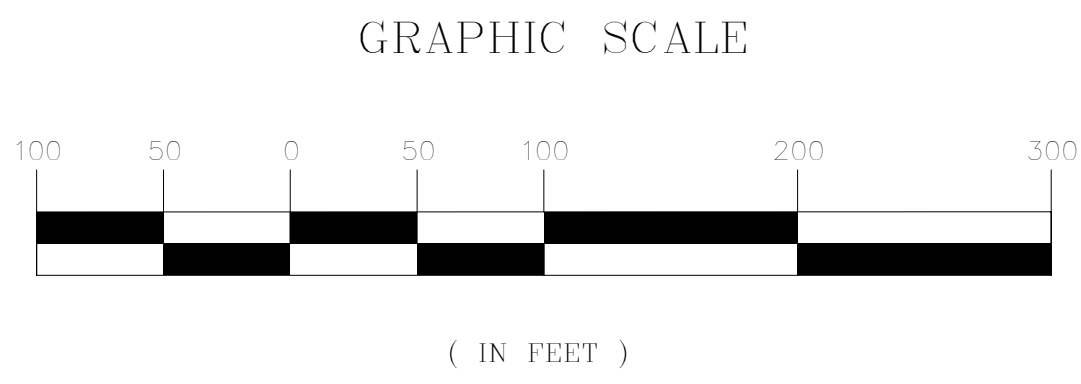
See attached revised grading plans for revised parking slopes.



#	Description	Date

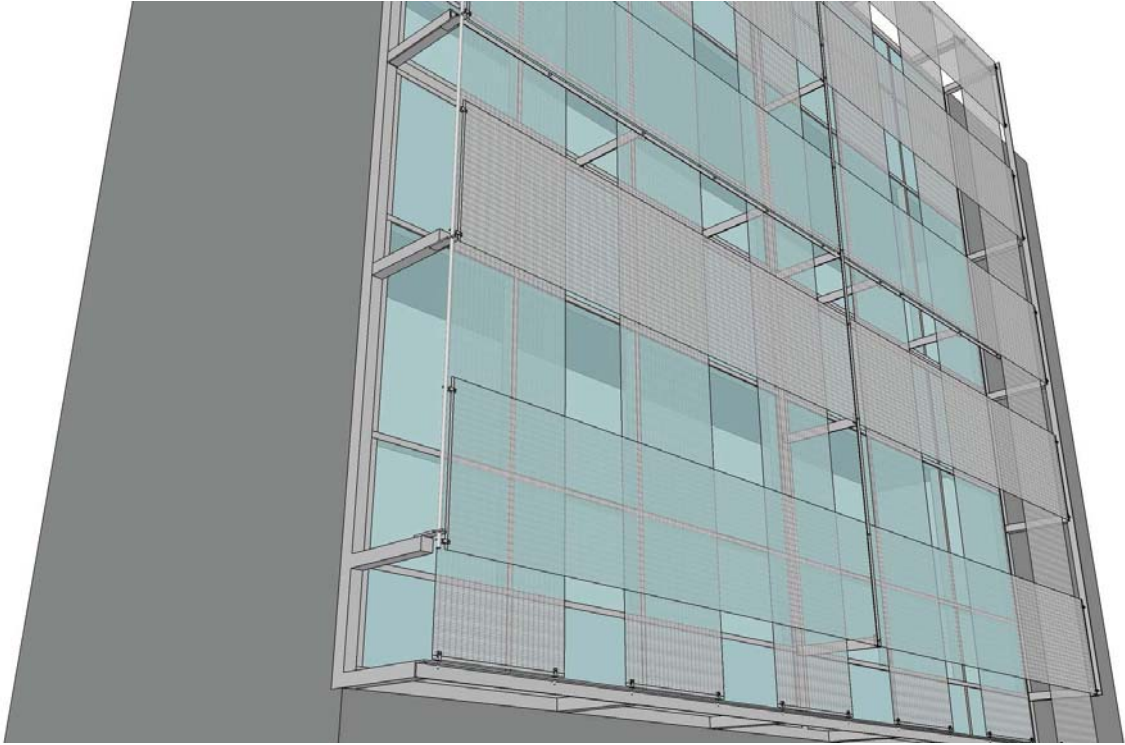
**630 KOMAS PLANNED DEVELOPMENT**  
 630 KOMAS DRIVE, U OF U RESEARCH PARK  
 SALT LAKE CITY, UT 84108

Project #: 2910  
 Date: 08/31/11  
 Drawn By: LBW  
 Scale: 1" = 30'-0"



FOOTHILL BLVD.

630 Komas Building Sunscreen Schematic Design





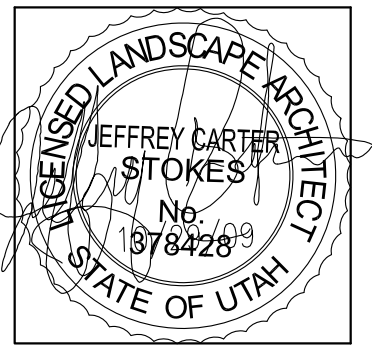
#	Description	Date

**630 KOMAS  
DIMENSIONED PARKING PLAN**  
630 KOMAS DRIVE, U of U RESEARCH PARK  
SALT LAKE CITY, UT 84108



**GENERAL NOTE:**

1. CLEAR AND GRUB SITE AS NECESSARY REFER TO CIVIL DRAWINGS.
2. STOCKPILE CLEAN TOPSOIL FOR FUTURE PLACEMENT.



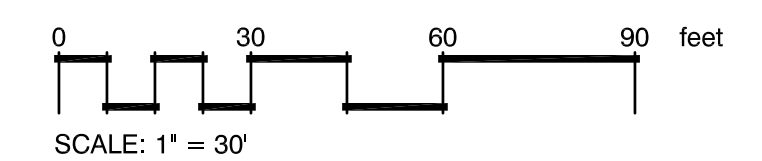
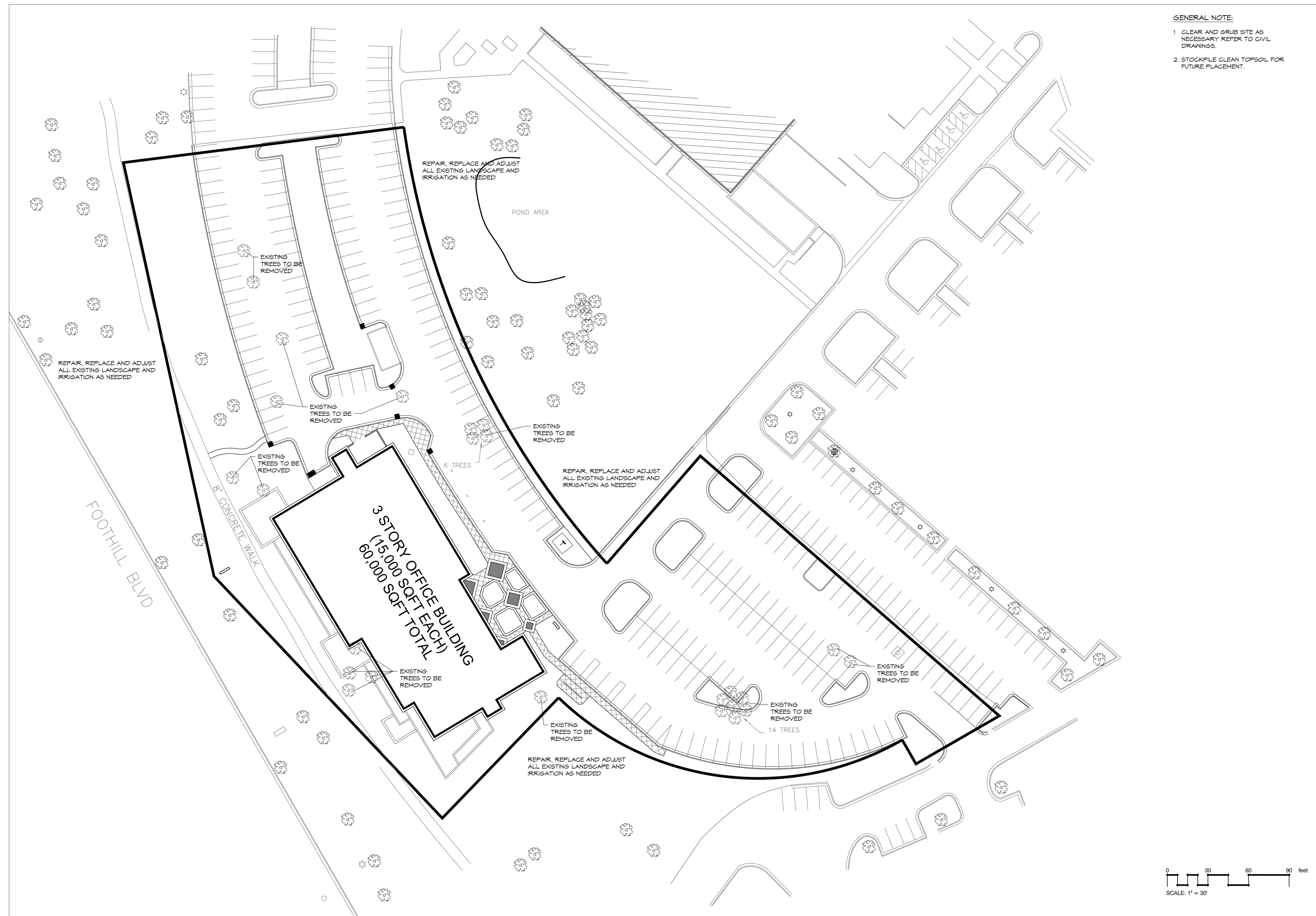
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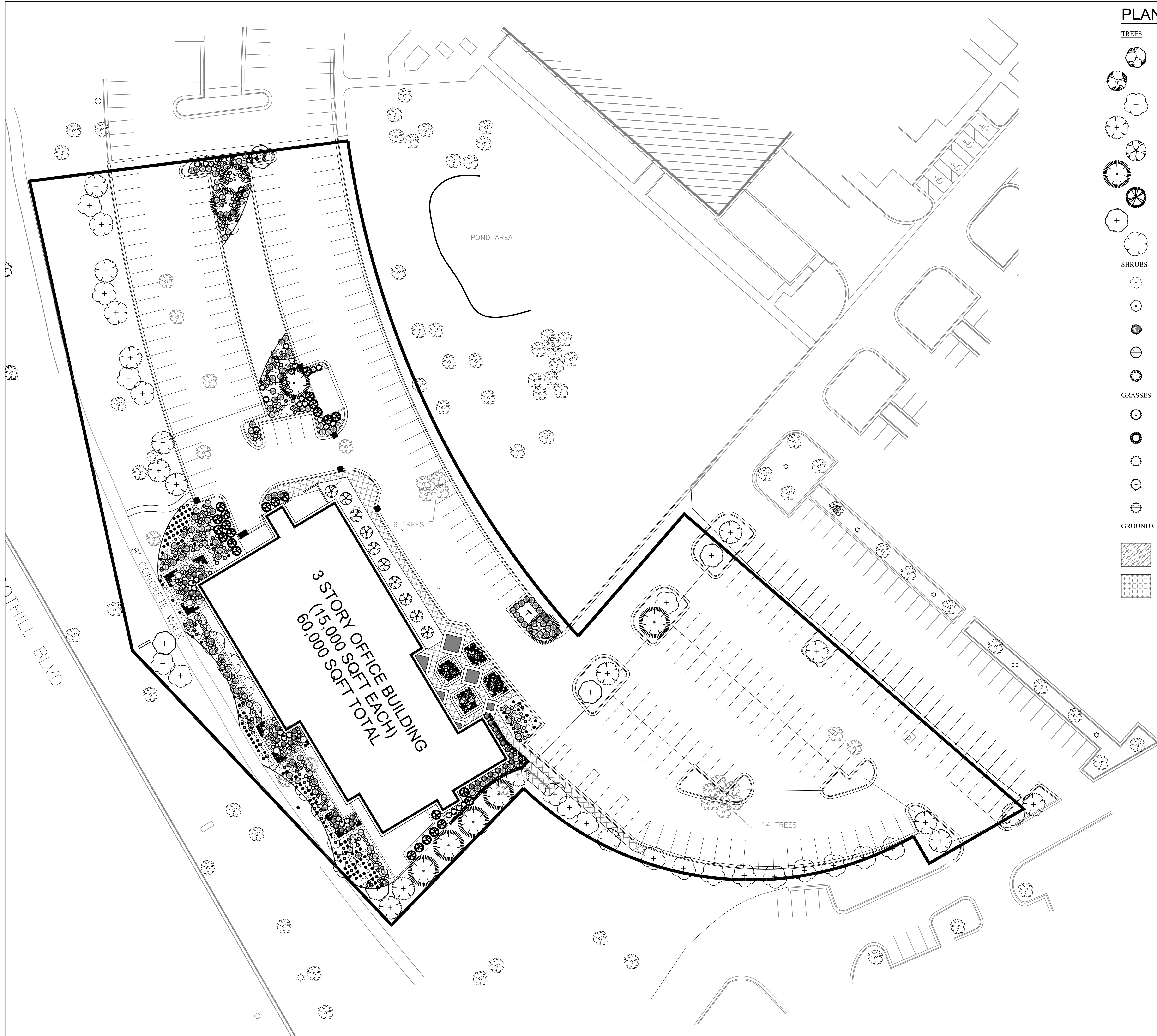
**WOODBURY CORPORATION**  
 ARCHITECTS  
 LYNN S. WOODBURY AND ASSOCIATES, ARCHITECTS  
 2153 EAST FARLEY'S WAY, SUITE 300  
 SALT LAKE CITY, UTAH 84104  
 (801) 485-7700

**630 KOMAS  
 LANDSCAPE DEMOLITION**  
 630 KOMAS  
 SALT LAKE CITY, UTAH

Project number	2910
Date	10-24-2011
Drawn by	BDP
Checked by	JCS

**L100**  
 Scale 1" = 30'

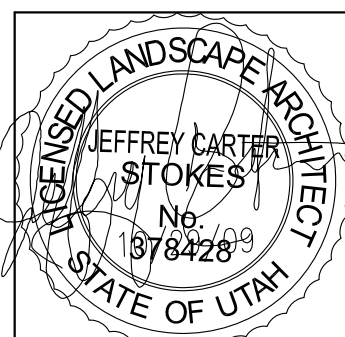




**PLANT SCHEDULE**

2011-10-24 16:39

TREES	BOTANICAL NAME / COMMON NAME
	ACER PALMATUM 'BLOODGOOD' / BLOODGOOD JAPANESE MAPLE
	ACER PALMATUM 'OSAKAZUKI' / OSAKAZUKI JAPANESE MAPLE
	ACER PLATANOIDES 'CRIMSON KING' / CRIMSON KING MAPLE
	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER' TM / SHADEMASTER LOCUST
	MAGNOLIA STELLATA 'ROYAL STAR' / ROYAL STAR MAGNOLIA
	PINUS NIGRA 'OREGON GREEN' / OREGON GREEN PINE
	PINUS SYLVESTRIS 'FASTIGIATA' / ERECT SCOTCH PINE
	PRUNUS CERASIFERA 'THUNDERCLOUD' / THUNDERCLOUD PLUM
	PYRUS CALLERYANA 'REDSPIRE' / REDSPIRE CALLERY PEAR
SHRUBS	BOTANICAL NAME / COMMON NAME
	BERBERIS THUNBERGII 'ATROPURPUREA NANA' / DWARF REDLEAF JAPANESE BARBERRY
	CARYOPTERIS X CLANDONENSIS 'BLUE MIST' / BLUE MIST SHRUB
	EUONYMUS ALATUS 'COMPACTUS' / COMPACT BURNING BUSH
	JUNIPERUS SABINA 'BROADMOOR' / BROADMOOR JUNIPER
	PRUNUS X CISTENA / PURPLE LEAF SAND CHERRY ESPALIER
GRASSES	BOTANICAL NAME / COMMON NAME
	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / FEATHER REED GRASS
	FESTUCA OVINA GLAUCA 'BOULDER BLUE' / BOULDER BLUE FESCUE
	MISCANTHUS SINENSIS 'GRACILLIMUS' / MAIDEN GRASS
	PANICUM VIRGATUM 'HEAVY METAL' / HEAVY METAL SWITCH GRASS
	PANICUM VIRGATUM 'SHENENDOAH' / BURGUNDY SWITCH GRASS
GROUND COVERS	BOTANICAL NAME / COMMON NAME
	FESTUCA ARUNDINACEA 'RHIZOMATOUS RTF' / RTF TALL FESCUE
	VINCA MINOR 'ILLUMINATION' TM / ILLUMINATION DWARF PERIWINKLE 3" DKBRN FINE ORGANIC MULCH. APPLY PRE-EMERGENT PER MANUF. SPECS



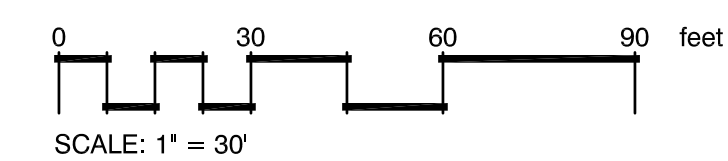
#	REVISION DESCRIPTION	DATE

**WOODBURY CORPORATION**  
 ARCHITECTS  
 LYNN S. WOODBURY AND ASSOCIATES, ARCHITECTS  
 2153 EAST FARLEYS WAY, SUITE 300  
 SALT LAKE CITY, UTAH 84108  
 (801) 485-7700

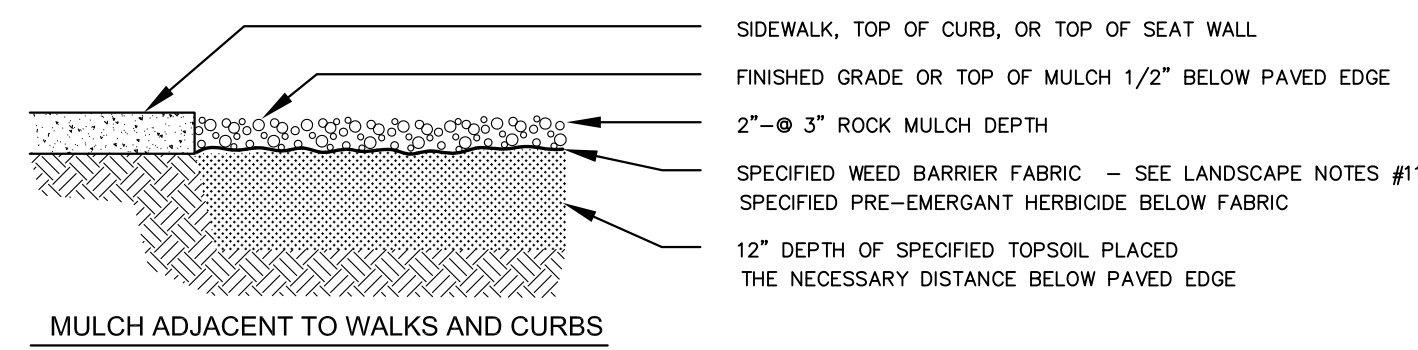
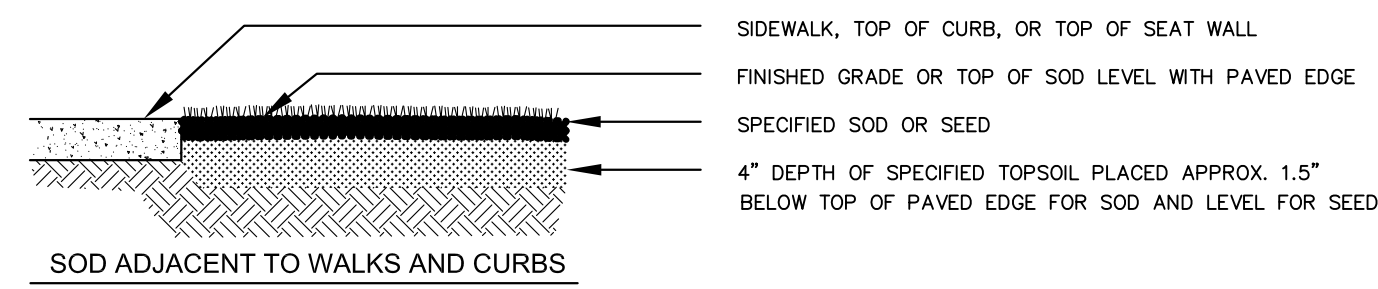
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 630 KOMAS  
 SALT LAKE CITY, UTAH

Project number	2910
Date	10-24-2011
Drawn by	BDP
Checked by	JCS

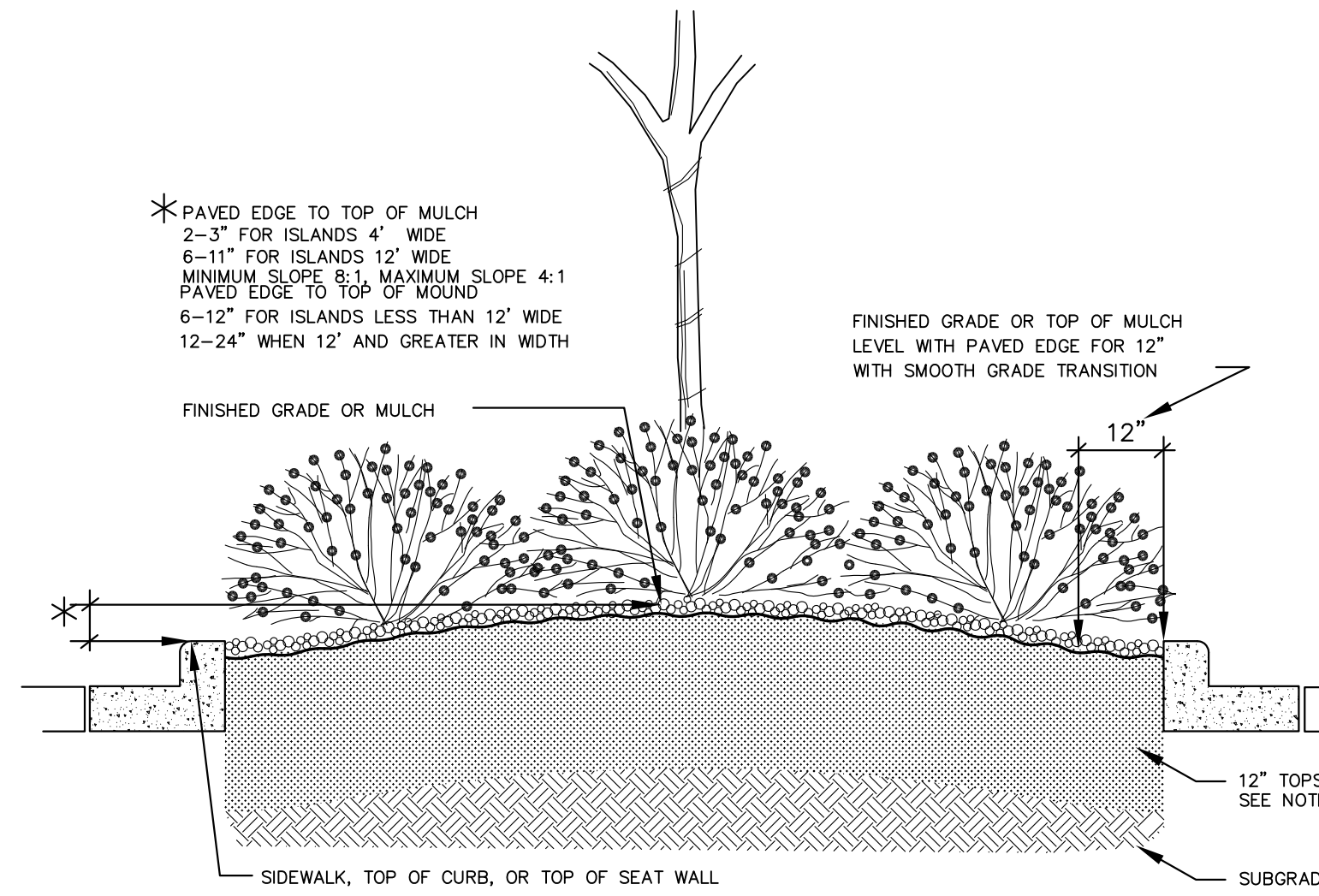
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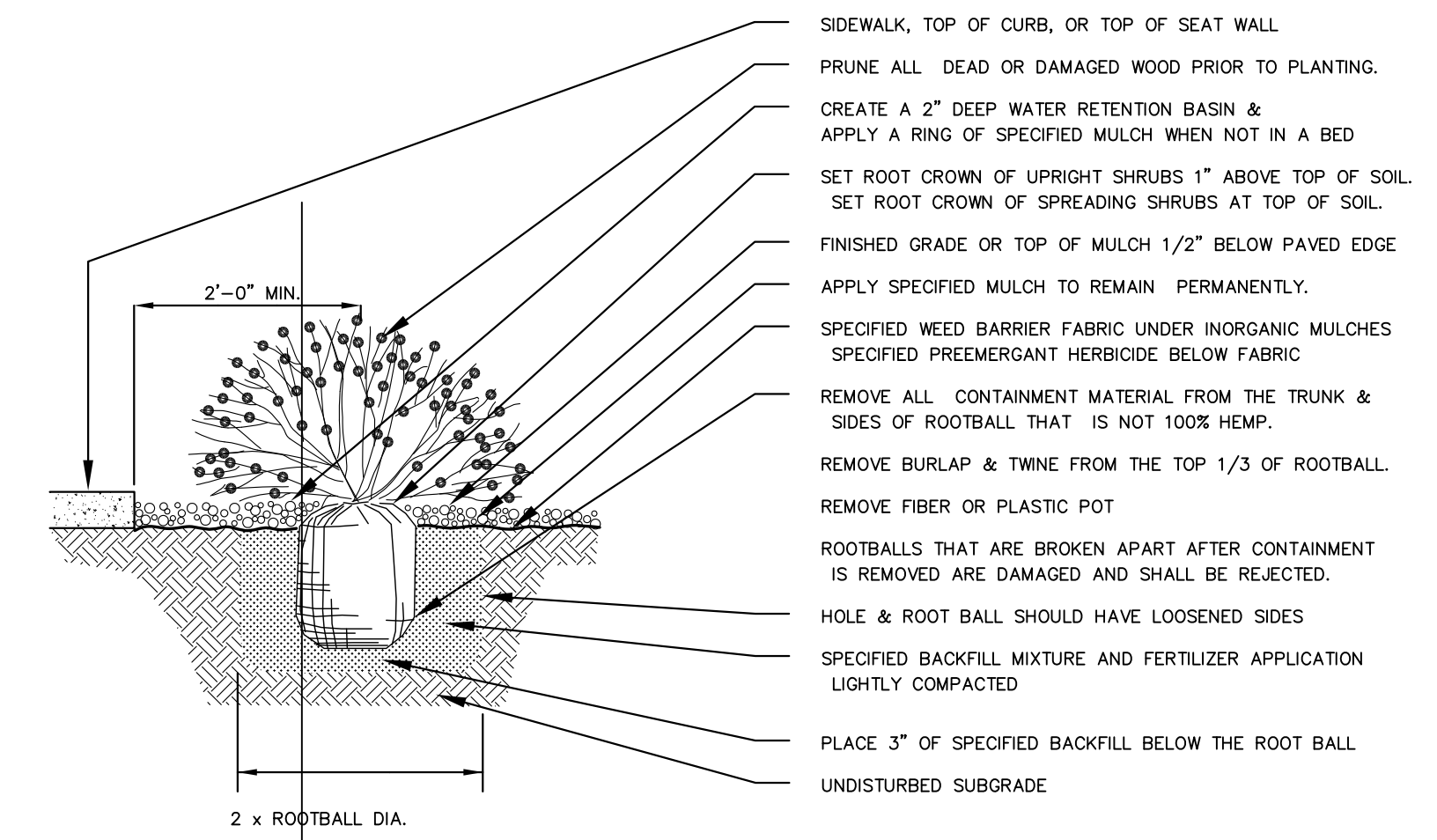




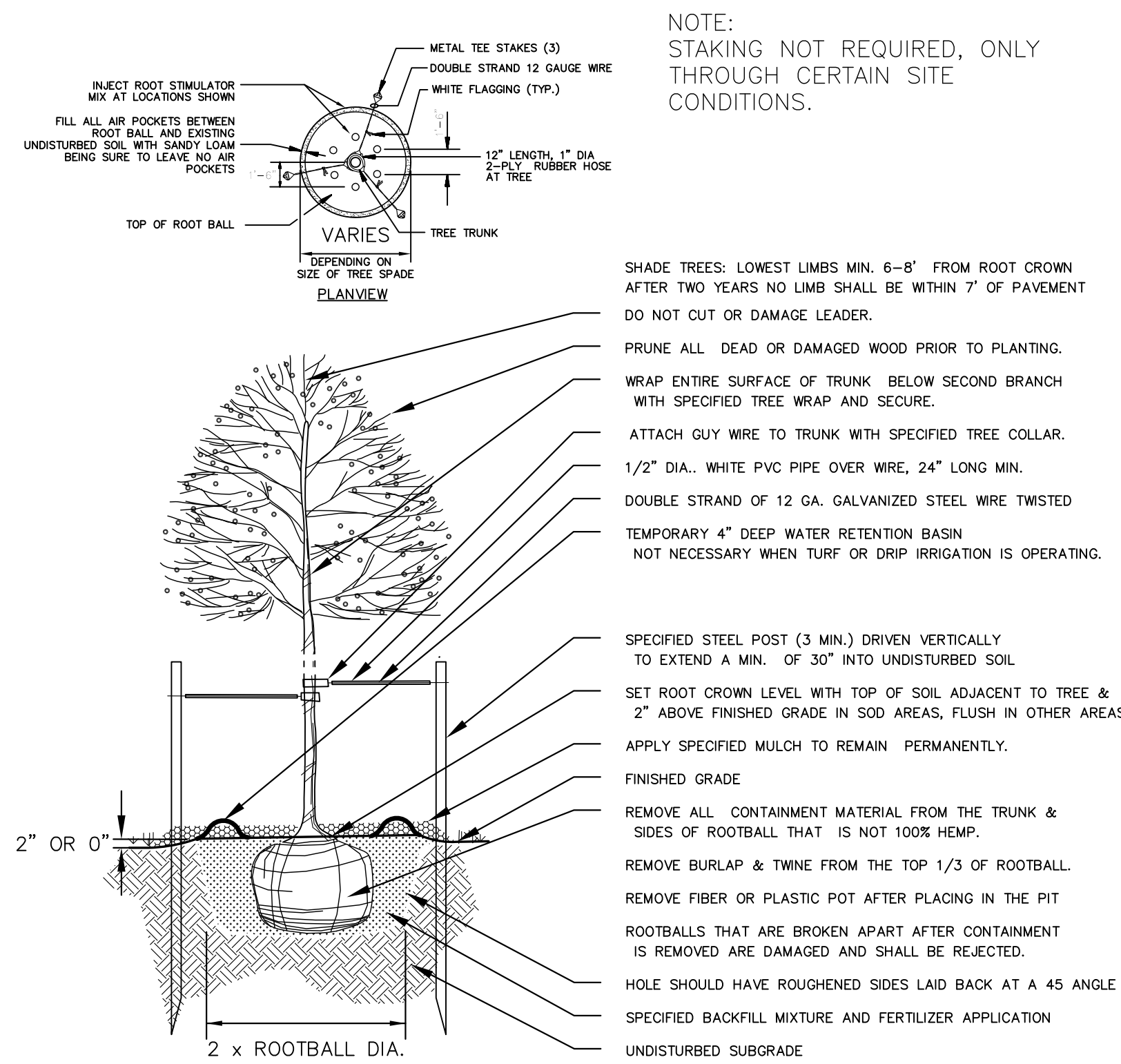
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NOT TO SCALE



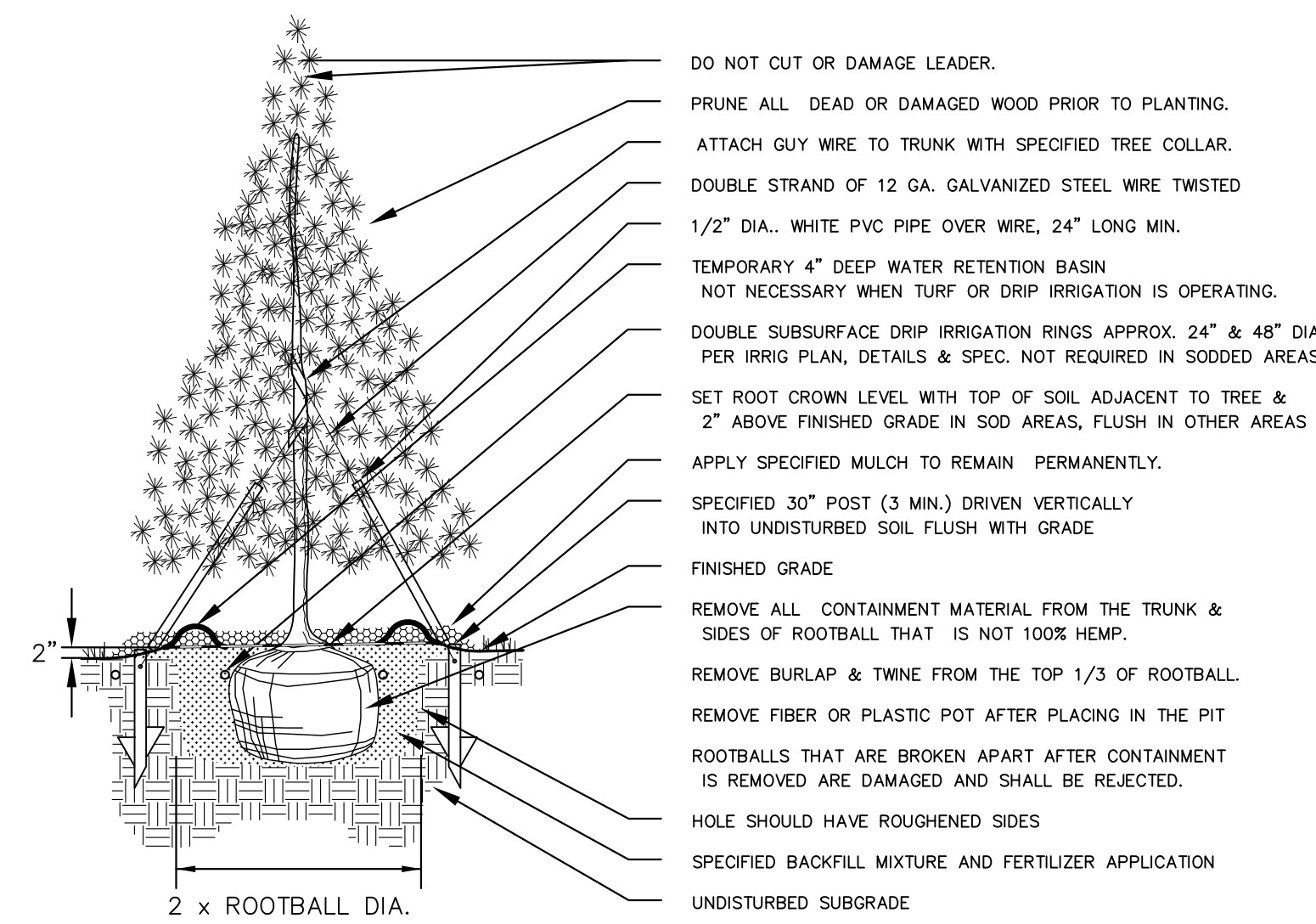
**2** MOUNDED ISLAND-SHRUBS & TREES  
NOT TO SCALE



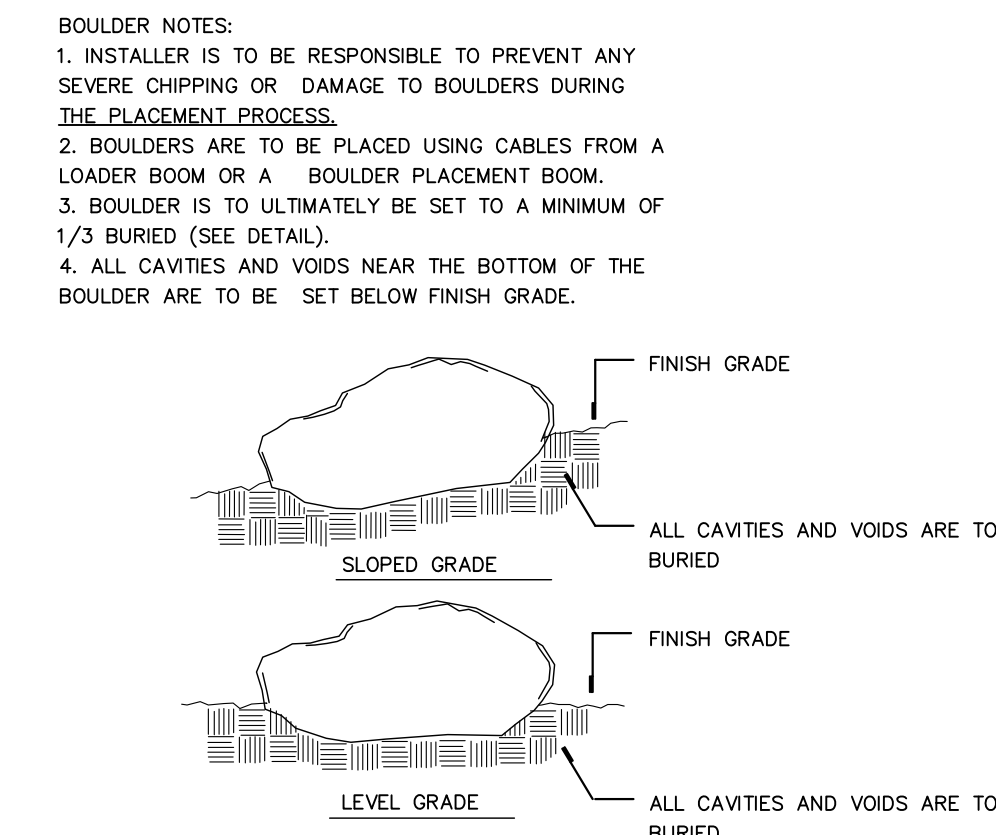
**3** SHRUB PLANTING  
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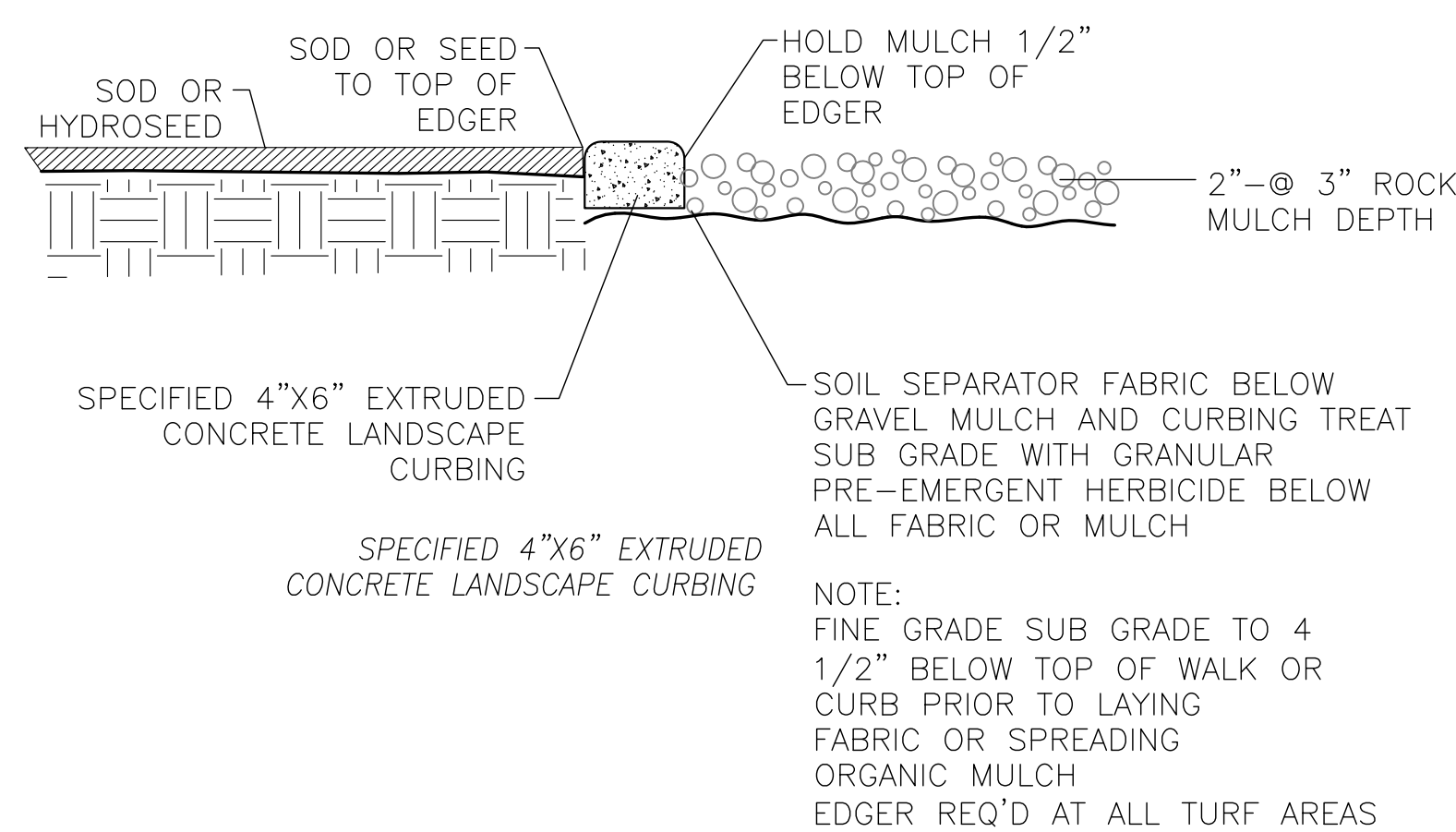
**4** TREE PLANTING  
NOT TO SCALE



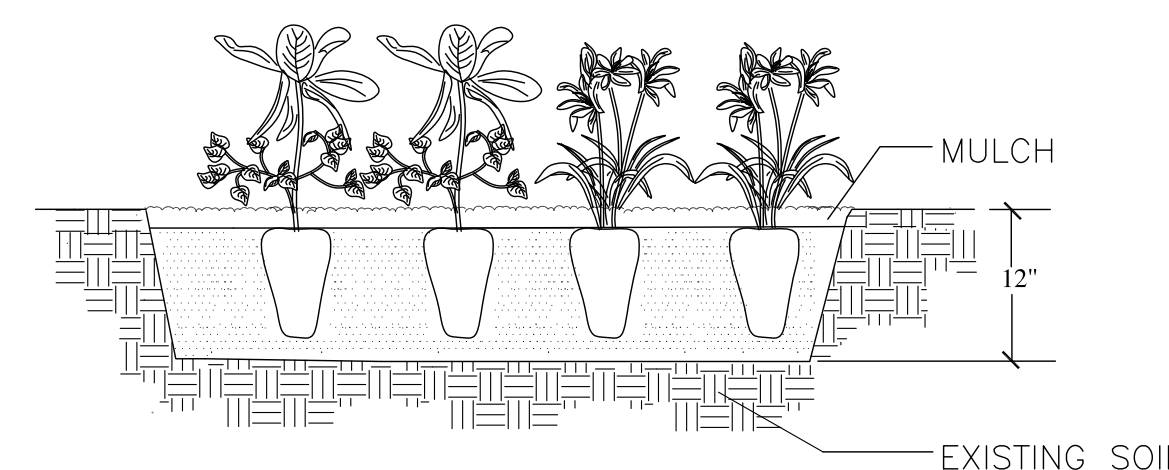
**5** EVERGREEN TREE PLANTING  
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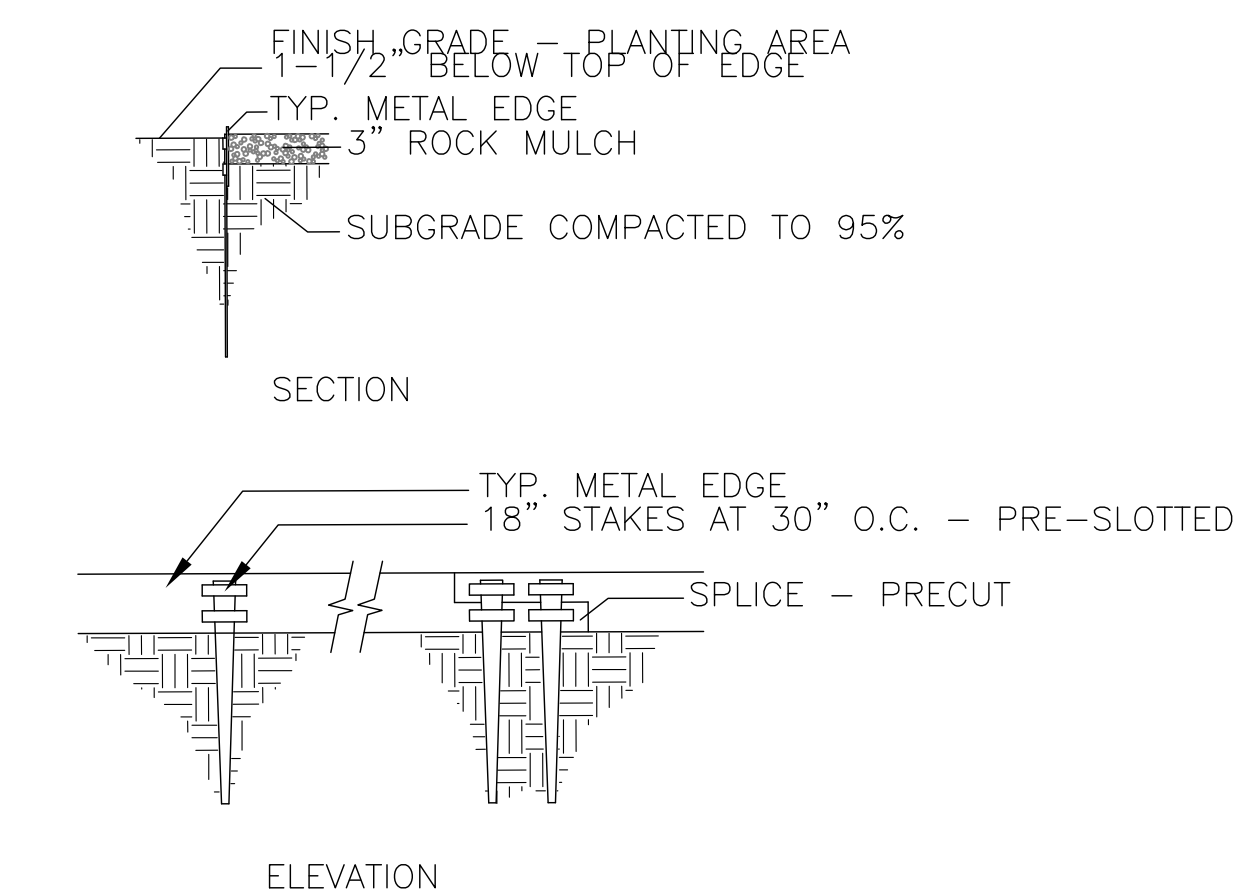
**6** BOULDER DETAIL  
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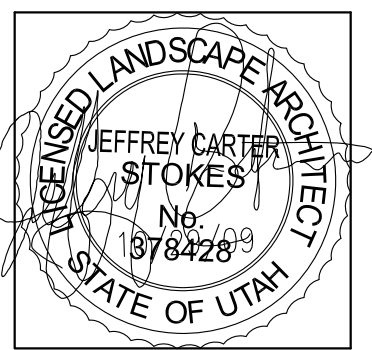
**8** CONCRETE EDGING  
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**9** PERENNIAL PLANTING  
NOT TO SCALE



**10** METAL EDGE DETAIL  
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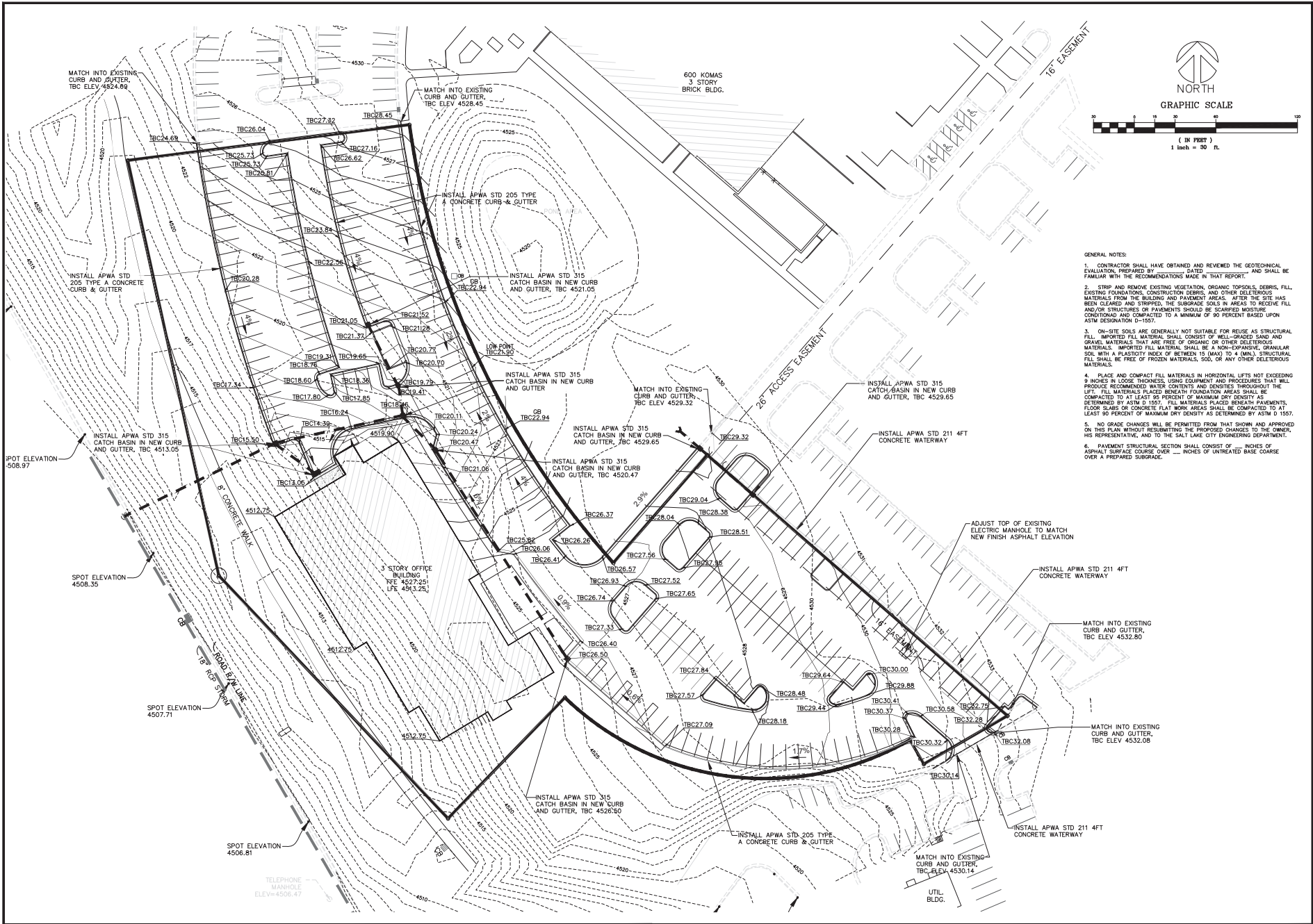


DATE	REVISION DESCRIPTION	#

**WOODBURY CORPORATION**  
ARCHITECTS  
LYNN S. WOODBURY AND ASSOCIATES, ARCHITECTS  
2153 EAST FARLEY'S WAY, SUITE 300  
SALT LAKE CITY, UTAH 84108  
(801) 482-7100

**630 KOMAS LANDSCAPE DETAILS**  
630 KOMAS  
SALT LAKE CITY, UTAH

Project number	2910
Date	10-24-2011
Drawn by	BDP
Checked by	JCS
<b>L200</b>	Scale 1" = 30'



- GENERAL NOTES:
1. CONTRACTOR SHALL HAVE OBTAINED AND REVIEWED THE GEOTECHNICAL EVALUATION, PREPARED BY \_\_\_\_\_ AND DATE \_\_\_\_\_ AND SHALL BE FAMILIAR WITH THE RECOMMENDATIONS MADE IN THAT REPORT.
  2. STRIP AND REMOVE EXISTING VEGETATION, ORGANIC TOPSOIL, DEBRIS, FILL, EXISTING FOUNDATIONS, CONSTRUCTION DEBRIS, AND OTHER DELETERIOUS MATERIALS FROM THE BUILDING AND PAVEMENT AREAS. AFTER THE SITE HAS BEEN CLEARED AND STRIPPED, THE SUBGRADE SOILS IN AREAS TO RECEIVE FILL AND/OR STRUCTURES OR PAVEMENTS SHOULD BE SCARIFIED, MOISTURE CONDITIONED AND COMPACTED TO A MINIMUM OF 90 PERCENT BASED UPON ASTM DESIGNATION D-1557.
  3. ON-SITE SOILS ARE GENERALLY NOT SUITABLE FOR REUSE AS STRUCTURAL FILL. IMPORTED FILL MATERIAL SHALL CONSIST OF WELL-GRADED SAND AND GRAVEL MATERIALS THAT ARE FREE OF ORGANIC OR OTHER DELETERIOUS MATERIALS. IMPORTED FILL MATERIAL SHALL BE A NON-EXPANSIVE GRANULAR SOIL WITH A PLASTICITY INDEX OF BETWEEN 0 (MAX) TO 4 (MIN). STRUCTURAL FILL SHALL BE FREE OF FROZEN MATERIALS, SOIL, OR ANY OTHER DELETERIOUS MATERIALS.
  4. PLACE AND COMPACT FILL MATERIALS IN HORIZONTAL LIFTS NOT EXCEEDING 9 INCHES IN LOOSE THICKNESS, USING EQUIPMENT AND PROCEDURES THAT WILL PRODUCE RECOMMENDED WATER CONTENTS AND IDENTITIES THROUGHOUT THE LIFT. FILL MATERIALS PLACED BENEATH FOUNDATION AREAS SHALL BE COMPACTED TO AT LEAST 95 PERCENT OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D 1557. FILL MATERIALS PLACED BENEATH PAVEMENTS, FLOOR SLABS OR CONCRETE FLAT WORK AREAS SHALL BE COMPACTED TO AT LEAST 90 PERCENT OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D 1557.
  5. NO GRADE CHANGES WILL BE PERMITTED FROM THAT SHOWN AND APPROVED ON THIS PLAN WITHOUT RESUBMITTING THE PROPOSED CHANGES TO THE OWNER, HIS REPRESENTATIVE, AND TO THE SALT LAKE CITY ENGINEERING DEPARTMENT.
  6. PAVEMENT STRUCTURAL SECTION SHALL CONSIST OF \_\_\_\_\_ INCHES OF ASPHALT SURFACE COURSE OVER \_\_\_\_\_ INCHES OF UNTREATED BASE COURSE OVER A PREPARED SUBGRADE.

<b>BUSH &amp; GUDGELL, INC.</b>	
Engineers - Planning - Surveyors	Professional Seal
3811 West 1500 South	Professional Seal
Salt Lake City, Utah 84119	Professional Seal
Phone: (801) 368-1512 / Fax: (801) 368-1225	Professional Seal
www.bushandguggell.com	Professional Seal
<b>EG</b>	
Drawn: _____ Date: _____	Checked: _____
Approved: _____	Scale: _____
Prepared for: <b>WOODBURY CORP.</b>	
<b>630 KOMAS DRIVE OFFICE BUILDING</b>	
<b>SECTION 3, T-15, R-1E, S-L&amp;B.M.</b>	
<b>GRADING PLAN</b>	
<b>PREPARED FOR: WOODBURY CORP.</b>	
SHEET	3
SHEETS	
FILE:FILE	

## New Signage for the 630 Kommas Development

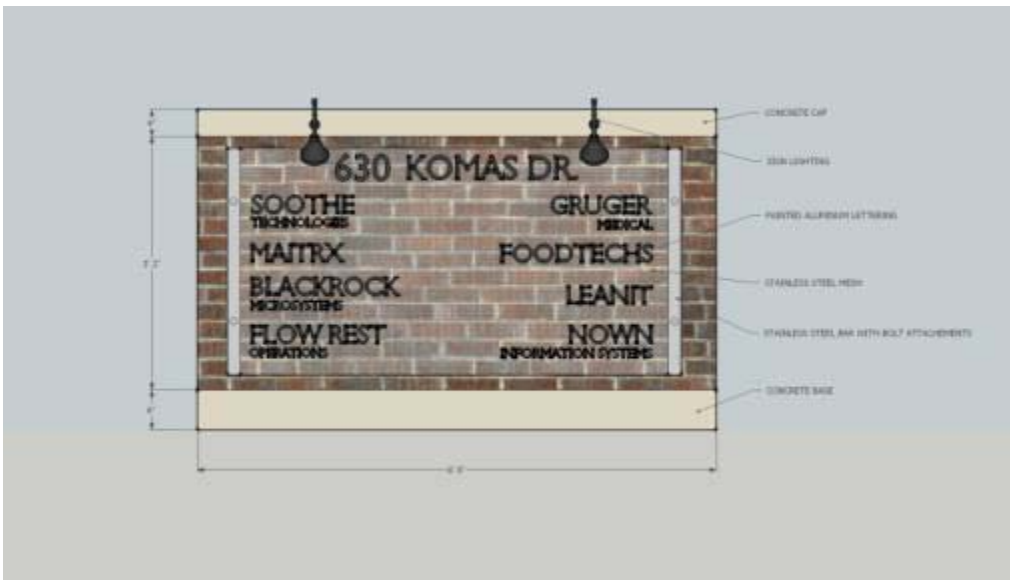
All signage for the 630 Kommas Development shall comply with section 21A.46.120 of the Salt Lake City Zoning Ordinance.

The signs will be primarily masonry and will incorporate materials that relate the building (brick, metal panels, aluminum, glass etc.) and will be surface-lit for visibility at night. Signs are for the purpose of way-finding.

The property will have one monument sign located on Kommas drive (see plan). This sign will be located on the 650 Kommas property (owned and operated by Woodbury Corporation). It will be set back a minimum of 10 ft from the public right-of-way. The sign will be approximately 5 feet tall, 10 feet long, and 1 foot wide. The sign will include the building address/number and have space for the names of three tenants.



The property will also have a monument sign located directly east of the building, in the plaza area near the main entrance to the building. The sign will be approximately 4 feet tall, 6 feet long, and 1 foot wide. The sign will include the building address/number and have sufficient space for up to ten tenants.



Note: The previously proposed monument sign along Foothill Blvd has been eliminated at the request of the Research Park.

## **Attachment B Photographs**



**View from Foothill Boulevard Looking East**

**Attachment C**  
**Department Comments**

## **Planning-Elizabeth Reining**

*September 29, 2011*

1. Your summary document is very detailed, but what specific zoning requirements are you requesting the planned development for?
2. Provide details on landscape plan, types of vegetation, sidewalks, existing, existing to be removed and future, etc.
3. Is there a building entrance from Foothill?
4. What signage is proposed?
5. Do you know the heights of the surrounding buildings?
6. Please provide more details on the glass. What percentage of the building is covered in glass on the portion facing Foothill? What is the noted sun screen system?
7. Public space is required for developments over 60,000 square feet.

## **Zoning-Alan Hardman**

*September 29, 2011*

Conditional Use Application: This project went to DRT on August 11, 2011, under the address 650 South Kommas Drive. The applicant was directed to submit a Conditional Use application since the plans showed a building height exceeding the 45 feet maximum height allowed. Conditional Use approval is required for additional building height.

Planned Development Application: This project went to DRT on August 11, 2011, under the address of 650 South Kommas Drive. The applicant was directed to submit a Conditional Use/Planned Development application because the project was located behind other buildings on Kommas and Arapeen Drives. The building has technical frontage on Foothill Drive, but there is no direct public access from that street. This project requires Conditional Use approval. The project also requires approval from the Research Park Architectural Control committee. The building appears to meet the setbacks for the RP zone, however, none are shown on the plans. Building setbacks should be shown on the site plan from the lease lines (assumed property lines) to verify compliance.

*October 27, 2011*

If possible, I would also recommend including the signage in the Planned Development approval. This will avoid any possible problems later because of the unusual location of this building (what is considered on-site vs. off-site—which is not allowed).

## **Building-Larry Butcher**

*September 29, 2011*

Future development must meet all applicable construction codes.

## **Transportation-Barry Walsh**

*September 27, 2011*

Per the transportation DRT review comments 8/11/11 access easements from public streets (Wakara and Kommas) are noted in the application (provide detail site plan include existing sidewalk access and the Foothill trail easement). Provide parking calculations (219 stall noted to be provided), complete the calculation data with required stalls and ADA and 5% bike stalls numbers (proposal over 100 employees requires car pool designation.) Provide fully dimensioned parking and circulation layout -stalls, isles, walks, etc. Note sheet C-3 grading needs to be revised to address the parking shown along the north and east side of the building to comply with the 4% side to side and 6% front to back parking stall maximum grade, along with the 2% ADA stall requirement.



*October 27, 2011*

The division of transportation review comments and recommendations area as follows:

1. See redline PDF attached.
2. The response notes for the parking calculations do not match the plans for various building sizes and parking stalls noted or shown.
3. The Civil Plans do not match the Landscape Plans and the revised grading plan (corrected grades to comply with SLC standards) do not match sidewalk circulation proposals.
4. The bike rack area indicated needs to be detailed to comply with SLC's requirement that the bike frame be supported in two locations. Suggest inverted "U" type rack.
5. The sidewalk abutting the ADA stalls needs to be 6'+ wide to address vehicle overhang.
6. ADA ramps are required to address access from the public pedestrian walk way.
7. For a general conceptual presentation the drawings submitted have attempted to address our general review comments.