

8727717

MST 03035232 / 02033641

WHEN RECORDED, RETURN TO:

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

Tax Parcel Nos. 20-34-100-005, 20-35-300-001,
20-34-400-005, 20-27-400-005,
20-33-200-001, 20-34-100-006

8727717
07/11/2003 10:49 AM 74.00
Book - 8838 Pg - 8512-8526
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
BY: SAM, DEPUTY - WI 15 P.

AMENDED AND RESTATED SUBORDINATION AGREEMENT

A. BODELL CONSTRUCTION COMPANY, a Utah corporation ("Creditor"), is the beneficiary named in the following deed of trust (the "Creditor Deed of Trust"):

Deed of Trust and Security Agreement, dated June 30, 2000, executed by Jordan Hills Villages LLC, a Utah limited liability company ("Borrower"), as trustor, and naming Creditor, as beneficiary. The Creditor Deed of Trust was recorded in the official records of Salt Lake County, Utah on June 30, 2000, as Entry Number 7672085, in Book 8372, beginning at page 4223. The Creditor Deed of Trust encumbers, among other things, the real property described on Exhibit "A" attached to and incorporated by reference in this Subordination Agreement (the "Property").

B. U.S. BANK NATIONAL ASSOCIATION ("Bank") is the beneficiary named in the following deed of trust (the "Bank Deed of Trust"):

Revolving Credit Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated December 30, 2002, executed by Borrower, as trustor. The Bank Deed of Trust was recorded in the official records of Salt Lake County, Utah, on December 30, 2002 as Entry Number 8475942, in Book 8711, beginning at page 5996, as amended by a Modification to Revolving Credit Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated July 10, 2003, and recorded July __, 2003 in the official records of Salt Lake County, Utah as Entry No. 8727715, in Book ~~8838~~, beginning at page ~~6157~~. The Bank Deed of Trust also encumbers the Property, and secures an indebtedness in the maximum principal amount of \$10,000,000.00.

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Creditor agrees as follows:

1. Creditor hereby subordinates the lien and encumbrance of the Creditor Deed of Trust to the lien and encumbrance of the Bank Deed of Trust. In the event foreclosure or exercise of the power of sale contained in either the Creditor Deed of Trust or the Bank Deed of Trust, the priority herein established shall be respected to the same extent and in the same manner as if the Bank Deed of Trust had predated, both in time of execution and date of recordation, the Creditor Deed of Trust and any other security instruments in favor of Creditor relating to the indebtedness secured by the Creditor Deed of Trust.

2. Creditor hereby consents to the lien and encumbrance of the Bank Deed of Trust, as amended, as a first position lien on and against the Property.

3. This Subordination Agreement shall not be deemed or construed to limit or affect in any manner whatsoever any of the obligations secured by either the Creditor Deed of Trust or the Bank Deed of Trust.

4. This Subordination Agreement shall be binding upon Creditor, its successors and assigns, and shall inure to the benefit of Bank, its successors and assigns.

DATED this 10 day of July, 2003.

CREDITOR:

BODELL CONSTRUCTION COMPANY, a Utah corporation

By: [Signature]
Title: President

STATE OF UTAH)
) : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 10 day of July, 2003, by Michael J. Bodell, who is the President of BODELL CONSTRUCTION COMPANY, a Utah corporation.

[Signature]
NOTARY PUBLIC
Residing at: _____

My Commission Expires:

April 23, 2007

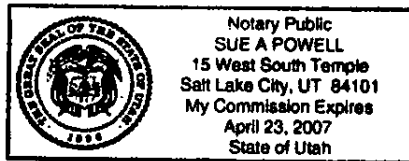


EXHIBIT "A"

PROPERTY DESCRIPTION

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

PARCEL 1:

All of Lot 1, THE OAKS AT JORDAN HILLS VILLAGES-PHASE 1, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 2:

All of Lot 2, THE OAKS AT JORDAN HILLS VILLAGES-PHASE 2-1, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 3:

All of Lot 2, THE OAKS AT JORDAN HILLS VILLAGES-PHASE 2-2, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 4:

All of Lots 302, 305, 306, 319, 321 through 331 inclusive, 333, 339, 340, 341, 344, 345, 347, 348, 349, 351, 355 and 359, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 5:

All of the proposed plat of THE OAKS AT JORDAN HILLS VILLAGES-PHASE 6, the boundary being described as follows:

Beginning at a point which lies North 00°35'55" West along the West line of the Southwest quarter of Section 35, Township 2 South, Range 2 West, Salt Lake Base and Meridian 1703.21 feet and North 89°24'05" East 15.00 feet from the Southwest corner of said Section 35; and traversing thence North 00°35'55" West 427.59 feet; thence South 89°54'36" East 271.55 feet; thence North 00°05'24" East 370.00 feet; thence South 89°54'36" East 555.92 feet; thence South 00°05'24" West 162.00 feet; thence South 89°54'36" East 8.54 feet; thence South 00°05'24" West 371.25 feet; thence North 89°54'36" West 38.61 feet; thence South 00°05'24" West 141.00 feet; thence South 89°54'36" East 38.37 feet; thence South 00°05'24" West 113.32 feet; thence South 89°24'05" West 830.70 feet to the point of beginning.

PARCEL 6:

All of the proposed plat of THE MAPLES AT JORDAN HILLS VILLAGES, the boundary description is as follows:

Beginning at a point which lies South 89°53'28" West 1093.35 feet along the South section line from the Southeast corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian and North 00°27'53" West 63.00 feet; and traversing thence South 89°53'28" West 1571.25 feet; thence North 00°07'42" West 2260.80 feet; thence North 46°24'23" East 455.80 feet; thence North 89°56'45" East 1225.33 feet; thence South 00°27'53" East 2573.35 feet to the point of beginning.

LESS AND EXCEPTING THE FOLLOWING:

Beginning at a point which lies South 89°53'28" West 1093.35 feet along the South section line from the Southeast corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian and North 00°27'53" West 731.69 feet; and traversing thence South 89°32'47" West 451.72 feet; thence South 00°27'13" East 260.50 feet to a point on a curve to the right, having a radius of 578.25 feet and a central angle of 158°38'20"; thence along the arc of said curve a distance of 1601.03 feet, said arc subtended by a chord bearing North 11°08'03" West, a distance of 1136.45 feet; thence North 68°11'07" East 307.32 feet; thence South 21°48'53" East 20.00 feet; thence South 31°57'39" East 82.65 feet; thence South 41°45'52" East 80.61 feet; thence South 58°46'00" East 78.94 feet; thence South 76°48'45" East 84.71 feet; thence North 89°32'07" East 122.81 feet; thence South 00°27'53" East 757.14 feet to the point of beginning.

PARCEL 7:

All of the proposed plat of THE WEST VILLAGE AT JORDAN HILLS VILLAGES, the boundary description is as follows:

Beginning at a point which lies South 89°51'55" West 743.50 feet along the South section line from the South quarter corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said point also lying on the West right of way line of State Road 111; and traversing thence South 08°02'35" West 2604.18 feet along said right of way line; thence North 89°59'26" West 1514.76 feet; thence South 89°20'22" West 2501.84 feet to a point on a non-tangent curve to the left, having a radius of 2165.00 feet and a central angle of 13°19'03"; thence along the arc of said curve a distance of 503.22 feet, said arc subtended by a chord bearing North 04°39'26" West, a distance of 502.09 feet; thence North 11°18'57" West 1040.38 feet to a point on a curve to the right, having a radius of 2018.00 feet and a central angle of 35°12'49"; thence along the arc of said curve a distance of 1240.25 feet, said arc subtended by a chord bearing North 06°17'27" East, a distance of 1220.82 feet; thence South 89°50'27" East 2432.73 feet; thence South 01°01'43" East 125.00 feet; thence North 89°51'55" East 2056.98 feet to the point of beginning.

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SCHEDULE A

ORDER NO.: 02033641-A

All of Lot 2, THE OAKS AT JORDAN HILLS VILLAGES-PHASE 2-2, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 4:

All of Lots 305, 306, 319, 321 through 331 INCLUSIVE 333, 339, 340, 344, 345, 347, 348, 349, 355, AND 359, THE OAKS AT JORDAN HILLS VILLAGES-PHASE 3, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 5:

All of the proposed plat of THE OAKS AT JORDAN HILLS VILLAGES-PHASE 6, the boundary being described as follows:

Beginning at a point which lies North 00 deg. 35'55" West along the West line of the Southwest quarter of Section 35, Township 2 South, Range 2 West, Salt Lake Base and Meridian 1703.21 feet and North 89 deg. 24'05" East 15.00 feet from the Southwest corner of said Section 35; and traversing thence North 00 deg. 35'55" West 427.59 feet; thence South 89 deg. 54'36" East 271.55 feet; thence North 00 deg. 05'24" East 370.00 feet; thence South 89 deg. 54'36" East 555.92 feet; thence South 00 deg. 05'24" West 162.00 feet; thence South 89 deg. 54'36" East 8.54 feet; thence South 00 deg. 05'24" West 371.25 feet; thence North 89 deg. 54'36" West 38.61 feet; thence South 00 deg. 05'24" West 141.00 feet; thence South 89 deg. 54'36" East 38.37 feet; thence South 00 deg. 05'24" West 113.32 feet; thence South 89 deg. 24'05" West 830.70 feet to the point of beginning.

PARCEL 6:

All of the proposed plat of THE MAPLES AT JORDAN HILLS VILLAGES, the boundary description is as follows:

Beginning at a point which lies South 89 deg. 53'28" West 1093.35 feet along the South Section line from the Southeast corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian and North 00 deg. 27'53" West 63.00 feet; and traversing thence South 89 deg. 53'28" West 1571.25 feet; thence North 00 deg. 07'42" West 2260.80 feet; thence North 46 deg.

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SCHEDULE A

ORDER NO. : 02033641-A

24'23" East 455.80 feet; thence North 89 deg. 56'45" East 1225.33 feet; thence South 00 deg. 27'53" East 2573.35 feet to the point of beginning.

LESS AND EXCEPTING THE FOLLOWING:

Beginning at a point which lies South 89 deg. 53'28" West 1093.35 feet along the South Section line from the Southeast corner of Section 27, Township 2 South, Range 2 West, Salt Lake base and Meridian and North 00 deg. 27'53" West 731.69 feet; and traversing thence South 89 deg. 32'47" West 451.72 feet; thence South 00 deg. 27'13" East 260.50 feet to a point on a curve to the right, having a radius of 578.25 feet and a central angle of 158 deg. 38'20"; thence along the arc of said curve a distance of 1601.03 feet, said arc subtended by a chord bearing North 11 deg. 08'03" West, a distance of 1136.45 feet; thence North 68 deg. 11'07" East 307.32 feet; thence South 21 deg. 48'53" East 20.00 feet; thence South 31 deg. 57'39" East 82.65 feet; thence South 41 deg. 45'52" East 80.61 feet; thence South 58 deg. 46'00" East 78.94 feet; thence South 76 deg. 48'45" East 84.71 feet; thence North 89 deg. 32'07" East 122.81 feet; thence South 00 deg. 27'53" East 757.14 feet to the point of beginning.

PARCEL 7:

All of the proposed plat of THE WEST VILLAGE AT JORDAN HILLS VILLAGES, the boundary description is as follows:

Beginning at a point which lies South 89 deg. 51'55" West 743.50 feet along the South Section line from the South quarter corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said point also lying on the West right of way line of State Road 111; and traversing thence South 00 deg. 02'35" West 2604.18 feet along said right of way line; thence North 89 deg. 59'26" West 1514.76 feet; thence South 89 deg. 20'22" West 2501.84 feet to a point on a non-tangent curve to the left, having a radius of 2165.00 feet and a central angle of 13 deg. 19'03"; thence along the arc of said curve a distance of 503.22 feet, said arc subtended by a chord bearing North 04 deg. 39'26" West, a distance of 502.09 feet; thence North 11 deg. 18'57" West 1040.38 feet to a point on a curve to the right, having a radius of 2018.00 feet and a central angle of 35 deg. 12'49"; thence along the arc of said curve a

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distance of 1240.25 feet, said arc subtended by a chord bearing North 06 deg. 17'27" East, a distance of 1220.82 feet; thence South 89 deg. 50'27" East 2432.73 feet; thence South 01 deg. 01'43" East 125.00 feet; thence North 89 deg. 51'55" East 2056.98 feet to the point of beginning.

LESS AND EXCEPTING THE FOLLOWING:

THE PROPOSED PLAT OF THE MAPLES at JORDAN HILLS VILLAGES PHASE 3 BOUNDARY DESCRIPTION AS FOLLOWS:

Beginning at a point on the West line of the Rulon J. Harper property, which point lies South 89 deg. 53'28" West 1093.35 feet along the South line of the Southeast quarter of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian and North 00 deg. 27'53" West 1405.96 feet from the Southeast corner of said Section 27; and traversing thence South 89 deg. 32'07" West 711.98 feet; thence North 67 deg. 31'20" West 159.39 feet to a point on the East right of way line of 6700 West Street and beginning of a non-tangent curve to the left having a radius of 610.00 feet and a central angle of 34 deg. 44'36"; thence along said right of way line the following four (4) calls: along the arc of said curve a distance of 369.89 feet, said arc subtended by a chord bearing North 16 deg. 54'25" East, a distance of 364.25 feet; thence North 00 deg. 27'53" West 647.08 feet to a point on a curve to the right, having a radius of 520.00 feet and a central angle of 10 deg. 00'00"; thence along the arc of said curve a distance of 90.76 feet, said arc subtended by a chord bearing North 04 deg. 32'07" East, a distance of 90.64 feet; thence North 09 deg. 32'07" East 84.81 feet; thence leaving said right of way line North 54 deg. 32'07" East 7.07 feet to the South right of way line of 7400 South Street; thence along said right of way line the following three (3) calls: South 80 deg. 27'53" East 184.37 feet to a point on a curve to the left, having a radius of 605.00 feet and a central angle of 09 deg. 35'22"; thence along the arc of said curve a distance of 101.26 feet, said arc subtended by a chord bearing South 85 deg. 15'34" East, a distance of 101.14 feet; thence North 89 deg. 56'45" East 439.30 feet; thence leaving said right of way line South 00

27'53" East 190.39 feet to the point of beginning.

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SCHEDULE A

ORDER NO.: 02033641-A

Anna Dean

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SCHEDULE B - SECTION 1

ORDER NO.: 02033641-A

COMMITMENT NO.: C-9912-33641

REQUIREMENTS

THE FOLLOWING REQUIREMENTS MUST BE MET AND COMPLETED TO THE SATISFACTION OF THE COMPANY BEFORE ITS POLICY OF TITLE INSURANCE WILL BE ISSUED:

[General Requirements]

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
3. Pay all general and special taxes now due and payable.
4. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Assoc. or other recognized arbitrator a copy of which is available on request and can be obtained from the Company. Any decision reached by arbitration shall be binding upon both you and Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.
5. This Commitment will be subject to Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment if not cleared prior to recordation of the insured interest.

(X) RECORD INSTRUMENT CONVEYING OR ENCUMBERING THE ESTATE OR INTEREST TO BE INSURED, BRIEFLY DESCRIBED AS:

[Specific Requirements]

PLEASE DIRECT ANY INQUIRIES CONCERNING THIS COMMITMENT TO:
Anna Irons (801) 363-6633

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SCHEDULE B - SECTION 1

ORDER NO.: 02033641-A

COMMITMENT NO.: C-9912-33641

REQUIREMENTS: (continued)

PLEASE DIRECT ANY ESCROW INQUIRES CONCERNING THIS COMMITMENT TO:
Rodney Newman (801) 363-6633

NOTE: The following names have been checked for Judgments,
Federal Tax Liens and Bankruptcies.
JORDAN HILLS VILLAGES LLC, a Utah limited liability
company

THE UNDERWRITER DESIGNATED FOR THIS FILE SHALL BE FIRST
AMERICAN TITLE INSURANCE COMPANY

NOTICE TO APPLICANT: The land covered herein may be serviced by
districts, service companies and/or municipalities, which assess
charges for water, sewer, electricity and any other utilities,
etc. which are not covered by this report or insured under a title
insurance policy.

NOTE: If the applicant desires copies of the documents underlying
any exception to coverage shown herein, the Company will furnish
the same on request, if available, either with or without charge
as appears appropriate.

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SCHEDULE B - SECTION 2

ORDER NO.: 02033641-A

COMMITMENT NO.: C-9912-33641

EXCEPTIONS:

THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY:

[Printed Exceptions]

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public record.
2. Any facts, rights, interests or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) unpatented mining claims; (b) reservations in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

[Special Exceptions]

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SCHEDULE B - SECTION 2

ORDER NO.: 02033641-A

COMMITMENT NO.: C-9912-33641

SPECIAL EXCEPTIONS: (continued)

- 7. (THE FOLLOWING AFFECTS PARCELS 1 AND 7 AND OTHER PROPERTY)

Taxes for the year 2002 have been paid. (Sidwell No. 20-34-100-005)

NOTE: NEW 2003 SIDWELL NO. 20-34-100-008

- 8. (THE FOLLOWING AFFECTS PARCELS 2, 3 AND 5 AND OTHER PROPERTY)

Taxes for the year 2002 have been paid. (Sidwell No. 20-35-300-001)

NOTE: AFFECTS PARCEL 2: NEW 2003 SIDWELL NO. 20-35-301-001
PARCEL 3: NEW 2003 SIDWELL NO. 20-35-300-028
PARCEL 5: NEW 2003 SIDWELL NO. 20-35-301-002

- 9. (THE FOLLOWING AFFECTS PARCEL 4 AND OTHER PROPERTY)

Taxes for the year 2002 have been paid. (Sidwell No. 20-34-400-005)

- 10. (THE FOLLOWING AFFECTS PARCEL 6 AND OTHER PROPERTY)

Taxes for the year 2002 have been paid. (Sidwell No. 20-27-400-005)

NOTE: NEW 2003 SIDWELL NO. 20-27-400-007

- 11. (THE FOLLOWING AFFECTS A PORTION OF PARCEL 7 AND OTHER PROPERTY)

Taxes for the year 2002 have been paid. (Sidwell No. 20-33-200-001)

Taxes for the year 2002 have been paid. (Sidwell No. 20-34-100-006)

NOTE: AFFECTS PARCEL 7: NEW 2003 SIDWELL NO. 20-34-100-007

- 12. The land described herein is located within the boundaries of West Jordan City and is subject to any assessments levied thereby. (CURRENT)

- 13. (THE FOLLOWING AFFECTS PARCEL 1)

Easements, and the terms and conditions thereof, including but

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SCHEDULE B - SECTION 2

ORDER NO.: 02033641-A

COMMITMENT NO.: C-9912-33641

not limited to the following:

Disclosed by	Plat of said subdivision
Purpose	Storm drain
Area Affected	North and West twenty (20.0) feet

14. (THE FOLLOWING AFFECTS PARCEL 3)

Easements, and the terms and conditions thereof, including but not limited to the following:

Disclosed by	Plat of said subdivision
Purpose	Jordan Utility
Area Affected	East and South twenty (20.0) feet

15. (THE FOLLOWING AFFECTS PARCEL 4)

Easements, and the terms and conditions thereof, including but not limited to the following:

Disclosed by	Plat of said subdivision
Purpose	Public utilities, drainage and incidental purposes

16. (THE FOLLOWING AFFECTS PARCEL 4)

Notes, and the terms and conditions thereof: Disclosed by :
Plat of said subdivision

17. (THE FOLLOWING AFFECTS PARCELS 1, 5, 6 AND 7)

The right of the SALT LAKE COUNTY to reassess the Tax Assessment on said property in accordance with Secs. 59-2-504-510 as disclosed by that certain Annual Application for Assessment and Taxation of Agricultural Land 1969 Farmland Assessment Act dated AUGUST 18, 2000 and recorded AUGUST 25, 2000, as Entry No. 7705348, in Book 8383, at Page 2824, of Official Records.

18. (THE FOLLOWING AFFECTS PARCEL 7)

Easement, and the terms and conditions thereof:

Grantee	UTAH POWER & LIGHT COMPANY
Purpose	A perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration and replacement of the electric transmission distribution and telephone circuits of the Grantee and no guy anchors and 4 two-poles, with the necessary guys, stubs, crossarms braces and other attachments affixed thereto.

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SCHEDULE B - SECTION 2

ORDER NO.: 02033641-A

COMMITMENT NO.: C-9912-33641

Recorded | JANUARY 14, 1955
 Entry No. | 1408152
 Book/Page | 1161/20
 Area Affected | Beginning at South boundary line of Grantor's land at a point 1480 feet East, more or less, from the West quarter corner of Section 34, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence North 7 deg. 33' East 2640 feet, more or less, to the North boundary line of said land and being in the East half of the Northwest quarter of said Section 34.

19. Development Agreement For the JORDAN HILLS VILLAGES, including the terms and conditions thereof:

Between | JORDAN HILLS VILLAGES LLC, a Utah limited liability company
 And | CITY OF WEST JORDAN, a municipal and political subdivision of the State of Utah, by and through its City Council
 Dated | JUNE 28, 2000
 Recorded | JUNE 28, 2000
 Entry No. | 7669693
 Book/Page | 8371/5674

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20. (THE FOLLOWING AFFECTS LOTS 341 OF PARCEL 4)

Affidavit, including the terms and conditions thereof:
 Dated | NOVEMBER 21, 2002
 Recorded | NOVEMBER 21, 2002
 Entry No. | 8429203
 Book/Page | 8688/3649
 Providing | Pertaining to the numbering of structures and buildings upon the streets of the City, I, James Woodruff, West Jordan Engineer, have assigned or reassigned, as the case may be, the following "West and/or "South" coordinate numbers to the structures located or to be located upon the subdivision lots and/or Sidwell parcels, as indicated herein.
 Area Affected | PHASE 3 - LOT 341 OLD: 6123 WEST SHINGLE OAK COURT
 NEW: 6113 WEST SHINGLE OAK COURT

21. Easement Agreement, and the terms and conditions thereof:

Grantor | THE CITY of WEST JORDAN
 Grantee | QWEST CORPORATION, a Colorado corporation

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SCHEDULE B - SECTION 2

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COMMITMENT NO.: C-9912-33641

Purpose		A permanent easement, a temporary construction, easement, and an access easement, upon, over, under and across the land.
Recorded		JANUARY 22, 2003
Entry No.		8500771
Book/Page		8724/0964

22. A Revolving Credit Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, and the terms and conditions thereof:

Stated Amount		96,000,000.00
Trustor		JORDAN HILLS VILLAGES LLC, a Utah limited liability company
Trustee		U.S. BANK NATIONAL ASSOCIATION
Beneficiary		U.S. BANK NATIONAL ASSOCIATION
Dated		DECEMBER 30, 2002
Recorded		DECEMBER 30, 2002
Entry No.		8475941
Book/Page		8711/5969

23. (THE FOLLOWING AFFECTS THIS AND OTHER PROPERTY)

A Deed of Trust and Security Agreement, and the terms and conditions thereof:

Stated Amount		910,000,000.00
Trustor		JORDAN HILLS VILLAGES LLC
Trustee		METRO NATIONAL TITLE
Beneficiary		BODELL CONSTRUCTION COMPANY
Dated		JUNE 30, 2000
Recorded		JUNE 30, 2000
Entry No.		7672085
Book/Page		8372/4223

The lien of said Trust Deed was made subordinate and inferior to the lien of the Trust Deed shown as Exception No. 22 by a Subordination Agreement

Dated		DECEMBER 30, 2002
Recorded		DECEMBER 30, 2002
Entry No.		8475942
Book/Page		8711/5996

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