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 Gary W. Ott
 Recorder, Salt Lake County, UT
 KIRTON & MCCONKIE
 BY: eCASH, DEPUTY - EF 60 P.

RECORDING REQUESTED BY AND
 WHEN RECORDED MAIL TO:

Porter's Point, LLC
 c/o Loyal Hulme, Esq.
 Kirton McConkie
 1800 Eagle Gate Tower
 60 East South Temple
 Salt Lake City, Utah 84145

CROSS EASEMENT AGREEMENT

THIS CROSS EASEMENT AGREEMENT ("**Agreement**") is entered into as of the 23rd day of April, 2012, by PORTER'S POINT, LLC, a Utah limited liability company, ARTEMIS INVESTMENTS, LLC, a Utah limited liability company, ATHENAIS INVESTMENTS, LLC, a Utah limited liability company, ASPASIA INVESTMENTS, LLC, a Utah limited liability company, BYRON INVESTMENTS, LLC, a Utah limited liability company, and GEORGIOS INVESTMENTS, LLC, a Utah limited liability company, for themselves and on behalf of their successors and assigns as future owners of the "PP Property" (as defined below) (collectively, ("**Porter's Point**"), MT. JORDAN LIMITED PARTNERSHIP, a Utah limited partnership, for itself and on behalf of its successors and assigns as future owners of the "MJ Property" (as defined below) ("**Mt. Jordan**"), and 4 INDEPENDENCE, LLC, a Utah limited liability company, for itself and on behalf of its successors and assigns as future owners of the "Independence Property" (as defined below) ("**Independence**"). Porter's Point, Mt. Jordan and Independence are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Mt. Jordan is the owner of certain real property in Bluffdale, Utah, more particularly described on Exhibit A attached hereto (the "**MJ Property**"); and

WHEREAS, Porter's Point is the owner of certain real property in Bluffdale, Utah, located adjacent to the MJ Property and/or the Independence Property, more particularly described on Exhibit B attached hereto (the "**PP Property**"); and

WHEREAS, Independence is the owner of certain real property in Bluffdale, Utah, located adjacent to the MJ Property, more particularly described on Exhibit C attached hereto (the "**Independence Property**"); and

WHEREAS, Porter's Point has an interest in a portion of the MJ Property under that certain Deed of Trust dated of even date herewith, and recorded in the official records of the Salt Lake County Recorder (the "**Trust Deed**"), which portion of the MJ Property is more particularly described in Exhibit D attached hereto (the "**PP Collateral Property**", and collectively with the remainder of the MJ Property, the Independence Property and the PP Property, the "**Property**"); and

WHEREAS, the Property is subject to that certain Development Agreement dated December 11, 2007, recorded on July 2, 2008, in the official records of Salt Lake County as Entry No. 10470370 (the "*Development Agreement*"); and

WHEREAS, the Parties have agreed to enter into this Agreement pursuant to which the Parties will grant "cross" access and utilities easements as may be reasonably necessary to ensure access rights and utilities easements for the MJ Property, the Independence Property and the PP Property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto intending to be legally bound hereby agree and covenant as follows:

1. Easements Concerning PP Property.

A. Easements Generally. Porter's Point hereby grants and conveys to Mt. Jordan, Independence and their successors and assigns as property owners of the MJ Property and the Independence Property, non-exclusive and perpetual easements to access and utilize (1) all roadways constructed by Porter's Point from time to time upon the PP Property, which roadways may serve (in Mt. Jordan's and/or Independence's discretion) as primary and/or secondary access, ingress and egress to the MJ Property and/or the Independence Property, as well as temporary and/or emergency access, ingress and egress to or from the MJ Property and/or the Independence Property for construction and/or other related purposes, and (2) all major utility lines (including, without limitation, culinary water, sewer, storm drain, power, gas, telephone, and cable lines) constructed by Porter's Point upon the PP Property, which utilities may service (either temporarily or permanently in Mt. Jordan's and/or Independence's discretion) all or portions of the MJ Property and/or the Independence Property, as contemplated pursuant to development plans approved by Bluffdale City and/or other applicable public service providers from time to time. In all events, (i) the easement for access, ingress and egress described in this Section 1 shall include access at the fixed points of ingress and egress depicted on the Conceptual Plans attached hereto as Exhibit E (the "*PP Conceptual Plans*", which PP Conceptual Plans may be amended from time to time in Porter's Point sole but commercially reasonable discretion, as further set forth in Section 1(D) below), which fixed points shall not be subject to change, and (ii) the easement for use of the utility lines described in this Section 1 shall include customary utility lines running beneath the roadways identified on the PP Conceptual Plans, subject to and in accordance with this Section 1(A).

B. Construction by Mt. Jordan or Independence upon PP Property. In the event that Mt. Jordan or Independence desires to use the roadways and utility lines generally described and/or shown on the PP Conceptual Plans (as the same may have been amended) in accordance with the rights granted herein prior to construction of same by Porter's Point, Mt. Jordan and/or Independence shall have the right to construct and install such roadways and utility lines on the PP Property, provided (a) the roadways include two lanes and shall be constructed in the locations shown on the PP Conceptual Plans, as the same may have been amended, (b) the roadways and utility lines shall be improved in accordance with plans and specifications approved by Bluffdale City, or the applicable governing body, and which plans and cost estimates shall also be approved by Porter's Point in writing (which approval shall not be unreasonably withheld, conditioned or delayed), and (c) all costs of construction and installation of such roadways and utility lines through the PP Property constructed pursuant to the terms of subsection 1(B)(b) above shall be reimbursed to Mt. Jordan or Independence, as applicable, by Porter's Point (or the then current owner of the PP Property) on a phase-by-phase basis at the time Porter's Point (or the then current owner of the PP Property) connects each such phase into such roadways and/or utility lines, provided that

no reimbursement shall be made for connecting currently constructed improvements or phases or for the upsizing costs associated with such utility lines, if any upsizing is required for such lines to service the MJ Property and/or the Independence Property. In all events, any reimbursement received for the construction of Porter Rockwell Road shall only be received through impact fees. If Mt. Jordan or Independence constructs the improvements described above on the PP Property, then Mt. Jordan or Independence, as applicable, shall use commercially reasonable efforts to minimize the costs of the same which are to be reimbursed by Porter's Point as set forth in subsection (c) above. Such efforts shall include, without limitation, an obligation by Mt. Jordan or Independence, as applicable, to obtain at least three (3) all inclusive or lump sum bids from independent third party contractors, and to use commercially reasonable business judgment in the selection of such contractor based upon such contractor's bid, business reputation, availability, and other relevant factors. In all events, Porter's Point shall reasonably cooperate with Mt. Jordan or Independence, as applicable, in connection with the public dedication of any of the roadways and/or utilities constructed by Mt. Jordan or Independence, as applicable, on the PP Property as described above. Notwithstanding the foregoing, to the extent other access is available, no construction or mining (including, without limitation, mining of sand and gravel) equipment or trucks, or other heavy machinery, shall be used on the roadways described herein.

C. Construction by Porter's Point upon PP Property. Porter's Point shall use reasonable efforts to cause the roadways and major utility lines constructed upon the PP Property by Porter's Point to be dedicated as public roadways or utilities (subject to the consent of Bluffdale City or other governing body). Without limiting the foregoing, but subject to the terms of subsection 1(A) above, when Porter's Point develops the PP Property, Porter's Point will allow Mt. Jordan, Independence, and their successors and/or assigns, to connect to the roadways and major utilities constructed upon the PP Property free of any charge imposed by Porter's Point directly upon Mt. Jordan or Independence, provided that Mt. Jordan and Independence (each in connection with their respective properties) shall be solely obligated to pay connection, impact, tap-in, or other similar fees assessed by Bluffdale City or other public service provider, if any, relative to such roadways and/or utilities (which fees may be available for reimbursement to Porter's Point pursuant to one or more customary reimbursement agreements). In all events, Mt. Jordan and Independence shall reasonably cooperate with Porter's Point in connection with the public dedication of the roadways and/or utilities as described above. With respect to any major utility lines to be constructed by Porter's Point upon the PP Property which, if such lines were to service portions of the MJ Property and/or the Independence Property, would require the upsizing of such lines, Porter's Point shall provide written notice to Mt. Jordan and Independence of Porter's Point's intent to commence construction of such lines (the "*Notice of Intent*"). Mt. Jordan and Independence shall each then have thirty (30) days following receipt of such Notice of Intent to respond to Porter's Point in writing, to request that the lines be upsized to facilitate a connection by Mt. Jordan and/or Independence to such lines and facilities as may be reasonably necessary to meet the development requirements of the MJ Property or the Independence Property, as applicable (the "*Request to Upsize*"). If either Mt. Jordan or Independence fails to provide a Request to Upsize in accordance with the previous sentence, then Porter's Point shall have no obligation, under this Agreement, to upsize such major utility lines for the Party failing to timely provide such Request to Upsize. If either Mt. Jordan or Independence timely provides such Request to Upsize to Porter's Point, then the Porter's Point and the Party that provided the Request to Upsize shall cooperate in good faith to determine the reasonable upsizing needs for the utility lines and facilities which will service the applicable portions of the property owned by the Party that provided the Request to Upsize, and shall work with Bluffdale City or other governing body with respect to the same. In the event that Bluffdale City and/or the applicable governing body approves the upsizing of the applicable utility lines, then Porter's Point shall install such lines in accordance with plans acceptable to Porter's Point and the Party that provided the Request to Upsize in their reasonable business judgment. In the event that Porter's Point installs major utility lines to meet Mt. Jordan's and/or Independence's upsizing requirements, Mt. Jordan or Independence, as applicable, shall be required to reimburse Porter's Point for the additional costs incurred by Porter's Point in upsizing the major utility

lines, with such reimbursement to occur on a phase-by-phase basis at the time Mt. Jordan or Independence, as applicable (or the then current owner of the MJ Property or the Independence Property, as applicable), connects each such phase into such utility lines.

D. PP Conceptual Plans. In all events, all access and utility lines described in this Section 1 relating to the PP Property shall be designed and/or constructed in accordance with the PP Conceptual Plans attached hereto; provided, however, that Porter's Point, and/or its successors and assigns, shall have the right from time to time to unilaterally amend (subject to approval by Bluffdale City) such PP Conceptual Plans (excluding the fixed points of ingress and egress, as identified on Exhibit E), to the extent that such amendment relates to the PP Property itself and not to the MJ Property or to the Independence Property, in their reasonable business judgment, provided that any such change shall not have a materially adverse affect on the access rights and/or utility easements granted to Mt. Jordan and/or Independence herein. Subject to the condition that any such amendment or modification shall not materially adversely affect the access rights and/or utility easements granted to Mt. Jordan and Independence herein, Mt. Jordan and Independence shall reasonably cooperate with Porter's Point in connection with any such amendment or modification to the PP Conceptual Plans.

E. Temporary Access and Utilities. The temporary access and utility easement rights granted to Mt. Jordan and Independence herein shall include the right to install or construct temporary roads and/or utility lines in any location on the PP Property, provided (i) such roads and/or utility lines are constructed in compliance with all standards and/or requirements of Bluffdale City or any other municipality with jurisdiction (the constructing Party is hereby granted the right to make all applicable submittals to Bluffdale City and/or all other applicable third parties as may be required or necessary to construct such roads and/or utility lines, and Porter's Point shall reasonably cooperate in connection therewith at no cost to Porter's Point, but subject to any reimbursement obligations as may otherwise be set forth herein), and (ii) to the extent such temporary roads and/or utility lines are not constructed within the location of the roadways and/or utility lines as shown on the PP Conceptual Plans, or to the extent such roads and/or utility lines are not of sufficient size or quality to meet the requirements or needs of Porter's Point, then the Party that installed such temporary roads and/or utility lines shall promptly remove such roads and/or utility lines upon delivery to such installing or constructing Party by Porter's Point of a written request for removal thereof together with reasonable written evidence that development of the property upon which such roads and/or utility lines have been installed or constructed is imminent. In all events, to the extent requested by Mt. Jordan or Independence, Porter's Point shall reasonably cooperate with Mt. Jordan and/or Independence to provide written evidence of the temporary rights granted hereunder for the benefit of any and all applicable utility service providers.

F. No Liens. In all events, neither Mt. Jordan nor Independence shall allow or permit any liens or encumbrances to be placed upon the PP Property as a result of, or in connection with, any act or omission by such Party.

G. Rights in Property Located North of the PP Property. The Parties hereby acknowledge that Porter's Point is in negotiations with the current owners of tax parcel numbers 33-11-300-019 and 33-11-300-021 (the "**North Property**"), which property is located north of one or more portions of the PP Property, to obtain certain access rights through the North Property to provide ingress and egress from the PP Property to the public roadway known as 14600 South (the "**North Property Access Rights**"). Such North Property Access Rights are generally described and shown on the PP Conceptual Plans as the "North Property Roadway". Porter's Point hereby agrees that, to the extent Porter's Point is able to obtain the North Property Access Rights, Porter's Point shall cause such North Property Access Right to benefit the MJ Property and the Independence Property to allow access through the North Property and the PP Property to the MJ Property and the Independence Property. Furthermore, Porter's Point shall cause that any rights granted by the owner of the North Property to Porter's Point to

construct the North Property Roadway (and/or related utility lines) upon the North Property shall also be granted to Mt. Jordan, Independence, and their successors and assigns as owners of the MJ Property and the Independence Property, respectively. In all events, the obligations of Porter's Point to cause any North Property Access Rights and any construction rights to be granted to Mt. Jordan and/or Independence as set forth above shall be conditioned and subject to the Parties' ability to obtain the RMP Property Access Rights (defined below). With respect to any utility lines, if any, constructed by Porter's Point within the roadway providing the North Property Access Rights (to the extent same is constructed by Porter's Point), Porter's Point shall provide a Notice of Intent in connection with such utility lines in the same manner described in Section 1(C) above, and thereafter all Parties shall have the same rights relating to construction and reimbursement as set forth in such Section 1(C).

2. Easements Concerning MJ Property.

A. Easements Generally. Mt. Jordan hereby grants and conveys to Porter's Point, Independence and their successors and assigns as property owners of the PP Property and the Independence Property, non-exclusive and perpetual easements to access and utilize (1) all roadways constructed by Mt. Jordan from time to time upon the MJ Property, which roadways may serve (in Porter's Point's and/or Independence's discretion) as primary and/or secondary access, ingress and egress to the PP Property and/or the Independence Property, as well as temporary and/or emergency access, ingress and egress to or from the PP Property and/or the Independence Property for construction and/or other related purposes, and (2) all major utility lines (including, without limitation, culinary water, sewer, storm drain, power, gas, telephone, and cable lines) constructed by Mt. Jordan upon the MJ Property, which utilities may service (either temporarily or permanently in Porter's Point's and/or Independence's discretion) all or portions of the PP Property and/or the Independence Property, as contemplated pursuant to development plans approved by Bluffdale City and/or other applicable public service providers from time to time. In all events, (i) the easement for access, ingress and egress described in this Section 2 shall include access at the fixed points of ingress and egress depicted on the Conceptual Plans attached hereto as Exhibit F (the "*MJ Conceptual Plans*", which MJ Conceptual Plans may be amended from time to time in Mt. Jordan's sole but commercially reasonable discretion, as further set forth in Section 2(D) below), which fixed points shall not be subject to change, and (ii) the easement for use of the utility lines described in this Section 2 shall include customary utility lines running beneath the roadways identified on the MJ Conceptual Plans, subject to and in accordance with this Section 2(A).

B. Construction by Porter's Point or Independence upon MJ Property. In the event that Porter's Point or Independence desires to use the roadways and utility lines generally described and/or shown on the MJ Conceptual Plans (as the same may have been amended) in accordance with the rights granted herein prior to construction of same by Mt. Jordan, Porter's Point and/or Independence shall have the right to construct and install such roadways and utility lines on the MJ Property, provided (a) the roadways include two lanes and shall be constructed in the locations shown on the MJ Conceptual Plans, as the same may have been amended, (b) the roadways and utility lines shall be improved in accordance with plans and specifications approved by Bluffdale City, or the applicable governing body, and which plans and cost estimates shall also be approved by Mt. Jordan in writing (which approval shall not be unreasonably withheld, conditioned or delayed), and (c) all costs of construction and installation of such roadways and utility lines through the MJ Property constructed pursuant to the terms of subsection 2(B)(b) above shall be reimbursed to Porter's Point or Independence, as applicable, by Mt. Jordan (or the then current owner of the MJ Property) on a phase-by-phase basis at the time Mt. Jordan (or the then current owner of the MJ Property) connects each such phase into such roadways and/or utility lines, provided that no reimbursement shall be made for connecting currently constructed improvements or phases or for the upsizing costs associated with such utility lines, if any upsizing is required for such lines to service the PP Property and/or the Independence Property. In all events, any reimbursement received for the construction of Porter Rockwell Road shall only be received through impact fees. Further, to the

extent Mt. Jordan is granted any right to construct all or any portion of Porter Rockwell Road on any property owned by any third party, Mt. Jordan shall cause such rights to also be granted to Porter's Point and to Independence. If Porter's Point or Independence constructs the improvements described above on the MJ Property, then Porter's Point or Independence, as applicable, shall use commercially reasonable efforts to minimize the costs of the same which are to be reimbursed by Mt. Jordan as set forth in subsection (c) above. Such efforts shall include, without limitation, an obligation by Porter's Point or Independence, as applicable, to obtain at least three (3) all inclusive or lump sum bids from independent third party contractors, and to use commercially reasonable business judgment in the selection of such contractor based upon such contractor's bid, business reputation, availability, and other relevant factors. In all events, Mt. Jordan shall reasonably cooperate with Porter's Point or Independence, as applicable, in connection with the public dedication of any of the roadways and/or utilities constructed by Porter's Point or Independence, as applicable, on the MJ Property as described above. Notwithstanding the foregoing, to the extent other access is available, no construction or mining (including, without limitation, mining of sand and gravel) equipment or trucks, or other heavy machinery, shall be used on the roadways described herein.

C. Construction by Mt. Jordan upon MJ Property. Mt. Jordan shall use reasonable efforts to cause the roadways and major utility lines constructed upon the MJ Property by Mt. Jordan to be dedicated as public roadways or utilities (subject to the consent of Bluffdale City or other governing body). Without limiting the foregoing, but subject to the terms of subsection 2(A) above, when Mt. Jordan develops the MJ Property, Mt. Jordan will allow Porter's Point, Independence, and their successors and/or assigns, to connect to the roadways and major utilities constructed upon the MJ Property free of any charge imposed by Mt. Jordan directly upon Porter's Point or Independence, provided that Porter's Point and Independence (each in connection with their respective properties) shall be solely obligated to pay connection, impact, tap-in, or other similar fees assessed by Bluffdale City or other public service provider, if any, relative to such roadways and/or utilities (which fees may be available for reimbursement to Mt. Jordan pursuant to one or more customary reimbursement agreements). In all events, Porter's Point and Independence shall reasonably cooperate with Mt. Jordan in connection with the public dedication of the roadways and/or utilities as described above. With respect to any major utility lines to be constructed by Mt. Jordan upon the MJ Property which, if such lines were to service portions of the PP Property and/or the Independence Property, would require the upsizing of such lines, Mt. Jordan shall provide a written Notice of Intent to Porter's Point and Independence of Mt. Jordan's intent to commence construction of such lines. Porter's Point and Independence shall each then have thirty (30) days following receipt of such Notice of Intent to respond to Mt. Jordan in writing with a Request to Upsize, to request that the lines be upsized to facilitate a connection by Porter's Point and/or Independence to such lines and facilities as may be reasonably necessary to meet the development requirements of the PP Property or the Independence Property, as applicable. If either Porter's Point or Independence fails to provide a Request to Upsize in accordance with the previous sentence, then Mt. Jordan shall have no obligation, under this Agreement, to upsize such major utility lines for the Party failing to timely provide such Request to Upsize. If either Porter's Point or Independence timely provides such Request to Upsize to Mt. Jordan, then Mt. Jordan and the Party that provided the Request to Upsize shall cooperate in good faith to determine the reasonable upsizing needs for the utility lines and facilities which will service the applicable portions of the property owned by the Party that provided the Request to Upsize, and shall work with Bluffdale City or other governing body with respect to the same. In the event that Bluffdale City and/or the applicable governing body approves the upsizing of the applicable utility lines, then Mt. Jordan shall install such lines in accordance with plans acceptable to Mt. Jordan and the Party that provided the Request to Upsize in their reasonable business judgment. In the event that Mt. Jordan installs major utility lines to meet Porter's Point's and/or Independence's upsizing requirements, Porter's Point or Independence, as applicable, shall be required to reimburse Mt. Jordan for the additional costs incurred by Mt. Jordan in upsizing the major utility lines, with such reimbursement to occur on a phase-by-phase basis at the time Porter's Point or Independence, as applicable (or the then current owner

of the PP Property or the Independence Property, as applicable), connects each such phase into such utility lines.

D. MJ Conceptual Plans. In all events, all access and utility lines described in this Section 2 relating to the MJ Property shall be designed and/or constructed in accordance with the MJ Conceptual Plans attached hereto; provided, however, that Mt. Jordan, and/or its successors and assigns, shall have the right from time to time to unilaterally amend (subject to approval by Bluffdale City) such MJ Conceptual Plans (excluding the fixed points of ingress and egress, as identified on Exhibit F), to the extent that such amendment relates to the MJ Property itself and not to the PP Property or to the Independence Property, in their reasonable business judgment, provided that any such change shall not have a materially adverse affect on the access rights and/or utility easements granted to Porter's Point and/or Independence herein. Subject to the condition that any such amendment or modification shall not materially adversely affect the access rights and/or utility easements granted to Porter's Point and Independence herein, Porter's Point and Independence shall reasonably cooperate with Mt. Jordan in connection with any such amendment or modification to the MJ Conceptual Plans.

E. Temporary Access and Utilities. The temporary access and utility easement rights granted to Porter's Point and Independence herein shall include the right to install or construct temporary roads and/or utility lines in any location on the MJ Property, provided (i) such roads and/or utility lines are constructed in compliance with all standards and/or requirements of Bluffdale City or any other municipality with jurisdiction (the constructing Party is hereby granted the right to make all applicable submittals to Bluffdale City and/or all other applicable third parties as may be required or necessary to construct such roads and/or utility lines, and Mt. Jordan shall reasonably cooperate in connection therewith at no cost to Mt. Jordan, but subject to any reimbursement obligations as may otherwise be set forth herein), and (ii) to the extent such temporary roads and/or utility lines are not constructed within the location of the roadways and/or utility lines as shown on the MJ Conceptual Plans, or to the extent such roads and/or utility lines are not of sufficient size or quality to meet the requirements or needs of Mt. Jordan, then the Party that installed such temporary roads and/or utility lines shall promptly remove such roads and/or utility lines upon delivery to such installing or constructing Party by Mt. Jordan of a written request for removal thereof together with reasonable written evidence that development of the property upon which such roads and/or utility lines have been installed or constructed is imminent. In all events, to the extent requested by Porter's Point or Independence, Mt. Jordan shall reasonably cooperate with Porter's Point and/or Independence to provide written evidence of the temporary rights granted hereunder for the benefit of any and all applicable utility service providers.

F. No Liens. In all events, neither Porter's Point nor Independence shall allow or permit any liens or encumbrances to be placed upon the MJ Property as a result of, or in connection with, any act or omission by such Party.

3. Easements Concerning Independence Property.

A. Easements Generally. Independence hereby grants and conveys to Mt. Jordan, Porter's Point and their successors and assigns as property owners of the MJ Property and the PP Property, non-exclusive and perpetual easements to access and utilize (1) all roadways constructed by Independence from time to time upon the Independence Property, which roadways may serve (in Mt. Jordan's and/or Porter's Point's discretion) as primary and/or secondary access, ingress and egress to the MJ Property and/or the PP Property, as well as temporary and/or emergency access, ingress and egress to or from the MJ Property and/or the PP Property for construction and/or other related purposes, and (2) all major utility lines (including, without limitation, culinary water, sewer, storm drain, power, gas, telephone, and cable lines) constructed by Independence upon the Independence Property, which utilities may service (either temporarily or permanently in Mt. Jordan's and/or Porter's Point's discretion) all or

portions of the MJ Property and/or the PP Property, as contemplated pursuant to development plans approved by Bluffdale City and/or other applicable public service providers from time to time. In all events, (i) the easement for access, ingress and egress described in this Section 3 shall include access at the fixed points of ingress and egress depicted on the Conceptual Plans attached hereto as Exhibit G (the "*Independence Conceptual Plans*", which Independence Conceptual Plans may be amended from time to time in Independence's sole but commercially reasonable discretion, as further set forth in Section 3(D) below), which fixed points shall not be subject to change, and (ii) the easement for use of the utility lines described in this Section 3 shall include customary utility lines running beneath the roadways identified on the Independence Conceptual Plans, subject to and in accordance with this Section 3(A).

B. Construction by Mt. Jordan or Porter's Point upon Independence Property. In the event that Mt. Jordan or Porter's Point desires to use the roadways and utility lines generally described and/or shown on the Independence Conceptual Plans (as the same may have been amended) in accordance with the rights granted herein prior to construction of same by Independence, Mt. Jordan and/or Porter's Point shall have the right to construct and install such roadways and utility lines on the Independence Property, provided (a) the roadways include two lanes and shall be constructed in the locations shown on the Independence Conceptual Plans, as the same may have been amended, (b) the roadways and utility lines shall be improved in accordance with plans and specifications approved by Bluffdale City, or the applicable governing body, and which plans and cost estimates shall also be approved by Independence in writing (which approval shall not be unreasonably withheld, conditioned or delayed), and (c) all costs of construction and installation of such roadways and utility lines through the Independence Property constructed pursuant to the terms of subsection 3(B)(b) above shall be reimbursed to Mt. Jordan or Porter's Point, as applicable, by Independence (or the then current owner of the Independence Property) on a phase-by-phase basis at the time Independence (or the then current owner of the Independence Property) connects each such phase into such roadways and/or utility lines, provided that no reimbursement shall be made for connecting currently constructed improvements or phases or for the upsizing costs associated with such utility lines, if any upsizing is required for such lines to service the MJ Property and/or the PP Property. In all events, any reimbursement received for the construction of Porter Rockwell Road shall only be received through impact fees. If Mt. Jordan or Porter's Point constructs the improvements described above on the Independence Property, then Mt. Jordan or Porter's Point, as applicable, shall use commercially reasonable efforts to minimize the costs of the same which are to be reimbursed by Independence as set forth in subsection (c) above. Such efforts shall include, without limitation, an obligation by Mt. Jordan or Porter's Point, as applicable, to obtain at least three (3) all inclusive or lump sum bids from independent third party contractors, and to use commercially reasonable business judgment in the selection of such contractor based upon such contractor's bid, business reputation, availability, and other relevant factors. In all events, Independence shall reasonably cooperate with Mt. Jordan or Porter's Point, as applicable, in connection with the public dedication of any of the roadways and/or utilities constructed by Mt. Jordan or Porter's Point, as applicable, on the Independence Property as described above. Notwithstanding the foregoing, to the extent other access is available, no construction or mining (including, without limitation, mining of sand and gravel) equipment or trucks, or other heavy machinery, shall be used on the roadways described herein.

C. Construction by Independence upon Independence Property. Independence shall use reasonable efforts to cause the roadways and major utility lines constructed upon the Independence Property by Independence to be dedicated as public roadways or utilities (subject to the consent of Bluffdale City or other governing body). Without limiting the foregoing, but subject to the terms of subsection 3(A) above, when Independence develops the Independence Property, Independence will allow Mt. Jordan, Porter's Point and their successors and/or assigns to connect to the roadways and major utilities constructed upon the Independence Property free of any charge imposed by Independence directly upon Mt. Jordan or Porter's Point, provided that Mt. Jordan and Porter's Point (each in connection with their respective properties) shall be solely obligated to pay connection, impact, tap-in, or

other similar fees assessed by Bluffdale City or other public service provider, if any, relative to such roadways and/or utilities (which fees may be available for reimbursement to Independence pursuant to one or more customary reimbursement agreements). In all events, Mt. Jordan and Porter's Point shall reasonably cooperate with Independence in connection with the public dedication of the roadways and/or utilities as described above. With respect to any major utility lines to be constructed by Independence upon the Independence Property which, if such lines were to service portions of the MJ Property and/or the PP Property, would require the upsizing of such lines, Independence shall provide a written Notice of Intent to Mt. Jordan and Porter's Point of Independence's intent to commence construction of such lines. Mt. Jordan and Porter's Point shall each then have thirty (30) days following receipt of such Notice of Intent to respond to Independence in writing with a Request to Upsize, to request that the lines be upsized to facilitate a connection by Mt. Jordan and/or Porter's Point to such lines and facilities as may be reasonably necessary to meet the development requirements of the MJ Property or the PP Property, as applicable. If either Mt. Jordan or Porter's Point fails to provide a Request to Upsize in accordance with the previous sentence, then Independence shall have no obligation, under this Agreement, to upsize such major utility lines for the Party failing to timely provide such Request to Upsize. If either Mt. Jordan or Porter's Point timely provides such Request to Upsize to Independence, then Independence and the Party that provided the Request to Upsize shall cooperate in good faith to determine the reasonable upsizing needs for the utility lines and facilities which will service the applicable portions of the property owned by the Party that provided the Request to Upsize, and shall work with Bluffdale City or other governing body with respect to the same. In the event that Bluffdale City and/or the applicable governing body approves the upsizing of the applicable utility lines, then Independence shall install such lines in accordance with plans acceptable to Independence and the Party that provided the Request to Upsize in their reasonable business judgment. In the event that Independence installs major utility lines to meet Mt. Jordan's and/or Porter's Point's upsizing requirements, Mt. Jordan or Porter's Point, as applicable, shall be required to reimburse Independence for the additional costs incurred by Independence in upsizing the major utility lines, with such reimbursement to occur on a phase-by-phase basis at the time Mt. Jordan or Porter's Point, as applicable (or the then current owner of the MJ Property or the PP Property, as applicable), connects each such phase into such utility lines.

D. Independence Conceptual Plans. In all events, all access and utility lines described in this Section 3 relating to the Independence Property shall be designed and/or constructed in accordance with the Independence Conceptual Plans attached hereto; provided, however, that Independence, and/or its successors and assigns, shall have the right from time to time to unilaterally amend (subject to approval by Bluffdale City) such Independence Conceptual Plans (excluding the fixed points of ingress and egress, as identified on Exhibit G), to the extent that such amendment relates to the Independence Property itself and not to the MJ Property or to the PP Property, in their reasonable business judgment, provided that any such change shall not have a materially adverse affect on the access rights and/or utility easements granted to Mt. Jordan and/or Porter's Point herein. Subject to the condition that any such amendment or modification shall not materially adversely affect the access rights and/or utility easements granted to Mt. Jordan and Porter's Point herein, Mt. Jordan and Porter's Point shall reasonably cooperate with Independence in connection with any such amendment or modification to the Independence Conceptual Plans.

E. Temporary Access and Utilities. The temporary access and utility easement rights granted to Mt. Jordan and Porter's Point herein shall include the right to install or construct temporary roads and/or utility lines in any location on the Independence Property, provided (i) such roads and/or utility lines are constructed in compliance with all standards and/or requirements of Bluffdale City or any other municipality with jurisdiction (the constructing Party is hereby granted the right to make all applicable submittals to Bluffdale City and/or all other applicable third parties as may be required or necessary to construct such roads and/or utility lines, and Independence shall reasonably cooperate in

connection therewith at no cost to Independence, but subject to any reimbursement obligations as may otherwise be set forth herein), and (ii) to the extent such temporary roads and/or utility lines are not constructed within the location of the roadways and/or utility lines as shown on the Independence Conceptual Plans, or to the extent such roads and/or utility lines are not of sufficient size or quality to meet the requirements or needs of Independence, then the Party that installed such temporary roads and/or utility lines shall promptly remove such roads and/or utility lines upon delivery to such installing or constructing Party by Independence of a written request for removal thereof together with reasonable written evidence that development of the property upon which such roads and/or utility lines have been installed or constructed is imminent. In all events, to the extent requested by Mt. Jordan or Porter's Point, Independence shall reasonably cooperate with Mt. Jordan and/or Porter's Point to provide written evidence of the temporary rights granted hereunder for the benefit of any and all applicable utility service providers.

F. No Liens. In all events, neither Mt. Jordan nor Porter's shall allow or permit any liens or encumbrances to be placed upon the Independence Property as a result of, or in connection with, any act or omission by such Party.

4. Rights in Property Owned and/or Controlled by Rocky Mountain Power Located Between the MJ Property and the PP Property. The Parties hereby acknowledge that Rocky Mountain Power, and/or its affiliates, successors or assigns (collectively, "**RMP**"), own certain land between the MJ Property and the PP Property (the "**RMP Property**"), which RMP Property is shown on the MJ Conceptual Plans. The Parties hereby agree to work together in good faith to obtain access rights across the RMP Property to connect the North Property Roadway to the PP Property in the general area shown on the MJ Conceptual Plans (the "**RMP Property Access Rights**"). The Parties hereby agree that, to the extent any Party is able to obtain the RMP Property Access Rights, the Party obtaining such RMP Property Access Rights shall cause such RMP Property Access Rights to benefit the PP Property, the MJ Property and the Independence Property to allow access from 14600 South Street through the RMP Property and the North Property to the PP Property, the MJ Property and the Independence Property. Furthermore, the Party obtaining such RMP Property Access Rights shall cause that any rights granted by RMP to construct any roadways across the RMP Property (and/or related utility lines) related to the RMP Property Access Rights shall also be granted to all other Parties hereto, and their successors and assigns as owners of the MJ Property, the PP Property and the Independence Property, respectively. With respect to any utility lines, if any, constructed by a Party within the roadway providing the RMP Property Access Rights (to the extent same is constructed by such Party), such Party shall provide a Notice of Intent in connection with such utility lines in the same manner described in Section 1(C), Section 2(C) and/or Section 3(C) above, as applicable, and thereafter all Parties shall have the same rights relating to construction and reimbursement as set forth in such Section 1(C), Section 2(C) and/or Section 3(C), as applicable.

5. Option Right-of-Way.

A. Grant of Option. Mt. Jordan hereby grants to Porter's Point, as optionee, an option ("**Option**") to purchase in fee the land necessary to construct roads and/or install utilities in the area depicted on MJ Conceptual Plans (collectively, the "**Option Right-of-Way**"). As more particularly described in Section (2)(D), above, the exact locations of the Option Right-of-Way as depicted on the MJ Conceptual Plans may be amended from time to time in Mt. Jordan's sole, but commercially reasonable, discretion, provided, however, that no portion of the Option Right-of-Way shall be contained or placed on any portion of the MJ Property encumbered by any lien or encumbrance in favor of Zions First National Bank, until such time as such lien or encumbrance in favor of Zions First National Bank has been released by Zions First National Bank.

B. Term of Option. The term of the Option shall commence on mutual execution of this Agreement, and shall continue until 5:30 p.m. on the earliest of (the "*Option Deadline*"): (i) the ten year anniversary of the date of this Agreement; (ii) the date on which Porter's Point loses, by foreclosure or other forced sale, title of the portion of the PP Property to which the Option Right-of-Way connects; or (iii) ninety (90) days after notice from Mt. Jordan that it intends to develop and/or to seek preliminary and/or final plat approval of any portion of the MJ Property that is or might be affected by the Option Right-of-Way. Porter's Point may at any time, in its sole and absolute discretion, terminate the Option prior to the Option Deadline by giving written notice to Mt. Jordan of its election to terminate the Option. If Porter's Point has not exercised the Option or provided a notice of termination to Mt. Jordan prior to the Option Deadline, the Option automatically shall terminate as of such date, and shall be of no further force or effect.

C. Purchase Price. If Porter's Point exercises the option, as more particularly described below, then Porter's Point shall purchase (a) all land on which the Option Right-of-Way will be constructed together with (b) all surrounding property which is or will be rendered undevelopable by construction of the Option Right-of-Way (the "*Right-of-Way Property*"). The purchase price shall be: (collectively, the "*Right-of-Way Purchase Price*") (i) the fair market value of the Right-of-Way Property as of the date of exercise of the Option, plus (ii) the decreased or diminished value of any adjacent or proximate MJ Property which remains developable but which is adversely affected by construction of the Option Right-of-Way, plus (iii) the increased cost to develop adjacent or proximate MJ Property which is rendered more expensive to develop by construction of the Option Right-of-Way. The Right-of-Way Purchase Price shall be determined by agreement of Porter's Point and Mt. Jordan (or, if applicable, their successors-in-interest). If the Parties are unable to agree on or before twenty-one days after the Notice Date (as defined below), then the Right-of-Way Purchase Price shall be determined by J. Philip Cook, Paul Thronsen or another appraiser upon which the Mt. Jordan and Porter's Point mutually agree. Such appraiser shall be mutually retained by both Mt. Jordan and Porter's Point; provided, however, that Porter's Point shall be solely obligated to pay for the cost of such appraiser's determination of the Right-of-Way Purchase Price. Mt. Jordan and Porters Point mutually shall direct the appraiser to complete his determination of the Right-of-Way Purchase Price no later than sixty calendar days after the Notice Date.

D. Exercising the Option; Closing. The Option may be exercised by Porter's Point, as optionee, at any time prior to the Option Deadline. Porter's Point shall exercise the Option: (i) by providing Mt. Jordan written notice, signed by Porter's Point or its authorized agent, that it is exercising the Option; and (ii) simultaneously depositing into escrow, at a title company or escrow agent selected by Mt. Jordan, a non-refundable deposit in the amount of \$250,000 (the "*Deposit*"). To the extent Porter's Point exercises the Option, the date on which it provides notice to Mt. Jordan shall be the "*Notice Date*". Porter's Point additionally shall deposit into escrow the balance of the Right-of-Way Purchase Price on or before the earlier of (1) ninety calendar days after the Notice Date, or (2) thirty calendar days after determination of the Right-of-Way Purchase Price (as more particularly described in the following paragraph). At its sole expense, Porter's Point further shall prepare (or cause to be prepared) all closing documents and perform (or cause to be performed) all surveys and other actions necessary to close the sale of the Right-of-Way Property. The closing of the sale of the Right-of-Way Property shall occur, and the Right-of-Way Purchase Price shall be delivered to Mt. Jordan, no later than one hundred twenty days after the Notice Date. If Porter's Point fails to perform all necessary acts to complete the transaction and to deliver the Right-of-Way Purchase Price by the applicable deadlines, the Option automatically shall be terminated and the Deposit shall be forfeited and released to Mt. Jordan as liquidated damages.

E. No Cost Sharing. Excepting only the terms of this Agreement relating to upsizing, under no circumstance shall Mt. Jordan be responsible for or bear any portion of the cost to construct the Option Right-of-Way.

6. Intentionally Deleted.

7. Easements Concerning PP Collateral Property.

A. Condition Precedent. The parties hereby agree that the easement rights established pursuant to subsection 7(B) below shall become operative and effective only if and in the event that Porter's Point, or its successor(s) in interest, acquires fee simple title to the PP Collateral Property through a foreclosure sale, deed-in-lieu of foreclosure, or other similar legal process pursuant to rights exercised by Porter's Point under the Trust Deed (collectively, a "**Foreclosure**"). Upon full and final release and reconveyance of the Trust Deed following satisfaction of the obligations secured thereby, this Section 7 shall be deemed to be automatically deleted from this Agreement. Upon Foreclosure, the rights shall continue in full force and effect.

B. Easements.

1. Easements Benefitting Porter's Point. Mt. Jordan hereby grants and conveys to Porter's Point, and those successors and assigns of Porter's Point (as property owners of the PP Collateral Property), non-exclusive and perpetual easements to access and utilize (1) all roadways constructed by Mt. Jordan from time to time upon the MJ Property (excluding the portion of the MJ Property comprising the PP Collateral Property), which roadways may serve as primary and/or secondary access, ingress and egress to the PP Collateral Property (in Porter's Point's discretion), as well as temporary and/or emergency access, ingress and egress to or from the PP Collateral Property for construction and/or other related purposes, and (2) all major utility lines (including, without limitation, culinary water, sewer, storm drain, power, gas, telephone, and cable lines) constructed by Mt. Jordan upon the MJ Property, which utilities may service (either temporarily or permanently in Porter's Point's discretion) all or portions of the PP Collateral Property, as contemplated pursuant to development plans approved by Bluffdale City and/or other applicable public service providers from time to time. In all events, the easement for use of the utility lines described in this Section 7(B)(1) shall include customary utility lines running beneath the roadways identified on the MJ Conceptual Plans, subject to and in accordance with this Section 7(B)(1). Without limiting the generality of the foregoing, the access easements provided in this Section 7(B)(1) shall include, without limitation, the right of Porter's Point to connect the roadways constructed by Porter's Point upon the PP Collateral Property to those roadways located on the MJ Property in a manner which is consistent with the MJ Conceptual Plans (as the same may be amended from time to time), provided that in all events the MJ Conceptual Plans shall include plans to construct the roadways in a manner necessary for the PP Collateral Property to enjoy primary and secondary access.

2. Easements Benefitting Mt. Jordan. In the event of a Foreclosure, Mt. Jordan and Porter's Point hereby agree that Mt. Jordan and those successors and assigns of Mt. Jordan as owners of the other portions of the MJ Property excluding the PP Collateral Property (the "**MJ Remaining Property**") shall have non-exclusive and perpetual easements to access and utilize (1) all roadways constructed by Porter's Point from time to time upon the PP Collateral Property, which roadways may serve as primary and/or secondary access, ingress and egress to the MJ Remaining Property (in Mt. Jordan's discretion), as well as temporary and/or emergency access, ingress and egress to or from the MJ Remaining Property for construction and/or other related purposes, and (2) all major utility lines (including, without limitation, culinary water, sewer, storm drain, power, gas, telephone, and cable lines) constructed by Porter's Point upon the PP Collateral Property, which utilities may service (either temporarily or permanently in Mt. Jordan's discretion) all or portions of the MJ Remaining Property, as contemplated pursuant to development plans approved by Bluffdale City and/or other applicable public service providers from time to time. In all events, the easement for use of the utility lines described in this Section 7(B)(2) shall include customary utility lines running beneath the roadways

identified on the MJ Conceptual Plans, subject to and in accordance with this Section 7(B)(2). Without limiting the generality of the foregoing, the access easements provided in this Section 7(B)(2) shall include, without limitation, the right of Mt. Jordan to connect the roadways constructed by Mt. Jordan upon the MJ Remaining Property to those roadways located on the PP Collateral Property in a manner which is consistent with the MJ Conceptual Plans (as the same may be amended from time to time), provided that in all events the MJ Conceptual Plans shall include plans to construct the roadways in a manner necessary for the MJ Remaining Property to enjoy primary and secondary access.

C. Certain Protections for PP Collateral Property. Mt. Jordan hereby agrees that, prior to the full and final release and reconveyance of the Trust Deed following satisfaction of the obligations secured thereby, it shall not alter the vested density approved for the MJ Property by Bluffdale City in any manner which will result in a decrease in the density of the PP Collateral Property below a level of 7.22 units per acre approvable and buildable (defined as 361 dwelling units), subject to an allocation of a proportionate share of the active (parks) open space which may be required by Bluffdale City with respect to the MJ Property as a whole; provided, however, that with respect to such active (parks) open space allocation, Mt. Jordan shall not unreasonably assign and/or allow a disproportionate share of such active (parks) open space to be allocated upon, the PP Collateral Property, as compared to the remaining portions of the MJ Property. Mt. Jordan, and any successors or assigns, agrees to provide notice to Porter's Point in the event that Mt. Jordan submits any land use application to Bluffdale City that, if approved, would result in a decrease in the density or its utility of the PP Collateral Property, an increase in the active (parks) open space allocated to the PP Collateral Property, or other change in the zoning or other similar land use of the PP Collateral Property.

D. Limited Power of Attorney. All parties agree that, (i) for so long as the Trust Deed is in effect, and (ii) continuing thereafter in the event of a Foreclosure, Porter's Point is hereby granted by Mt. Jordan (and by its successors and assigns in all or any of the MJ Property) a limited power of attorney, as if Porter's Point were the owner of the MJ Property (or any portions thereof), to seek, enforce, and exercise all rights and remedies to the limited extent necessary or desirable to protect and preserve the rights granted in Section 7(B) and 7(C) above. Without limiting the generality of the foregoing, the rights granted to Porter's Point in this Section 7(D) include (without limitation) the right to seek, enforce, and exercise all rights and remedies described above prior to any Foreclosure and to protect and preserve the possibility of obtaining the easements described in Section 7(B) above regardless of when such easements become effective.

8. Remedies and Enforcement. In the event of a default or threatened default by Mt. Jordan, Porter's Point, any of the individual entities related to Porter's Point hereunder, and/or any such Party's respective successors and/or assigns, of any of the terms, easements, covenants, conditions or restrictions hereof, the non-defaulting parties shall be entitled forthwith to pursue all available legal and equitable remedies from the consequences of such breach, including but not limited to specific performance. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity. Notwithstanding the foregoing to the contrary, no default hereunder shall entitle either party to cancel, rescind, or otherwise terminate this Agreement.

9. Miscellaneous.

A. Attorneys' Fees. In the event a Party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Party after a final adjudication shall be entitled to recover its costs and reasonable attorneys fees incurred in the preparation and prosecution of such action or proceeding.

B. Amendment. The Parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of Mt. Jordan and Porter's Point, and/or their respective successors and assigns, evidenced by a document that has been fully executed and acknowledged by all such record owners and recorded in the official records of the Salt Lake County Recorder in the State of Utah.

C. Further Assurances. The Parties agree to execute and deliver such instruments of further assurances or confirmation, in recordable form, as may reasonably be necessary to perfect, complete and confirm the easements, conditions, obligations and covenants created or contained in this Agreement.

D. No Agency, Partnership or Joint Venture. Nothing in this Agreement shall be deemed or construed by any person to create the relationship of principal and agent, or of limited or general partners, or of joint venturers, or of any other association between any of the Parties.

E. No Waiver. No waiver of any default of any obligation by any party shall be implied from any omission by the other Party to take any action with respect to such default.

F. Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of all properties benefitted thereby, and shall bind every person having any fee, leasehold or other interest therein, and shall inure to the benefit of the parties and their respective successors, assigns, lenders, heirs, and personal representatives. Without limiting the generality of the foregoing, the Parties hereby expressly acknowledge and agree that each of the lenders that have signed "Consents" attached hereto (each a "*Lender*") are the current beneficiaries under the respective deeds of trust and/or trust deeds more fully described in such Consents (the "*Trust Deeds*"), which Trust Deeds encumber portions of the properties described herein. As such, said Trust Deeds shall be deemed to encumber all easement rights and rights granted to the different Parties hereunder to the extent that such rights benefit any of such encumbered property with respect to the applicable Lender, and that in the event of a foreclosure (or deed in lieu of foreclosure) by any of the Lenders (or any successor in interest as beneficiary under any of the applicable Trust Deeds) of all or any portion of the encumbered Property, such Lender (or any successor or assign) shall automatically succeed to the easement rights and interests granted hereunder, to the extent that such rights and interests benefit any of such foreclosed property.

G. Grantee's Acceptance. The grantee of any portion of the Property, or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, from an owner of such portion of the Property, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions, duties and obligations contained herein. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other affected persons, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the portion of the Property so acquired by such grantee. To the extent a grantee succeeds to any portion of the PP Property or the MJ Property, as the case may be, all references in this Agreement to Porter's Point or Mt. Jordan, as applicable, shall mean and refer to such grantee in its capacity as success-in-interest as to those portions of the PP Property or MJ Property owned by the grantee.

H. Severability. Each provision of this Agreement and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In

the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of all of the Property by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

I. Entire Agreement. Except for the agreements being entered into between or involving the parties referred to in this Agreement, this Agreement contains the complete understanding and agreement of the parties with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

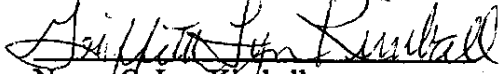
J. Governing Law. The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Agreement.

K. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement.

[Signatures on Next Page]

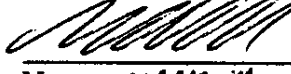
IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

MT. JORDAN LIMITED PARTNERSHIP,
a Utah limited partnership



Name: G. Lyn Kimball
Its: Managing General Partner

ASPASIA INVESTMENTS, LLC,
a Utah limited liability company



Name: MARK SHEA
Its: MANAGER


PORTER'S POINT, LLC,
a Utah limited liability company



Name: MARK SHEA
Its: MANAGER

Name: _____
Its: _____

BYRON INVESTMENTS, LLC,
a Utah limited liability company



Name: MARK SHEA
Its: MANAGER

Name: _____
Its: _____

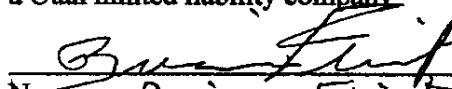
ARTEMIS INVESTMENTS, LLC,
a Utah limited liability company



Name: MARK SHEA
Its: MANAGER

Name: _____
Its: _____

GEORGIOS INVESTMENTS, LLC,
a Utah limited liability company


Name: Brian Flint
Its: MANAGER

Name: _____
Its: _____

ATHENAIS INVESTMENTS, LLC,
a Utah limited liability company



Name: MARK SHEA
Its: MANAGER

4 INDEPENDENCE, LLC,
a Utah limited liability company

By: DAI PARTNERS, LLC,
a Utah limited liability company

Name: _____
Its: _____

By: _____
Nathan D. Shipp, Manager

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

MT. JORDAN LIMITED PARTNERSHIP,
a Utah limited partnership

Name: G. Lyn Kimball
Its: Managing General Partner

PORTER'S POINT, LLC,
a Utah limited liability company

Name: MARK SHIBATA
Its: Manager

Name: _____
Its: _____

ARTEMIS INVESTMENTS, LLC,
a Utah limited liability company

Name: MARK SHIBATA
Its: Manager

Name: _____
Its: _____

ATHENAIS INVESTMENTS, LLC,
a Utah limited liability company

Name: MARK SHIBATA
Its: Manager

Name: _____
Its: _____

ASPASIA INVESTMENTS, LLC,
a Utah limited liability company

Name: MARK SHIBATA
Its: Manager

Name: _____
Its: _____

BYRON INVESTMENTS, LLC,
a Utah limited liability company

Name: MARK SHIBATA
Its: Manager

Name: _____
Its: _____

GEORGIOS INVESTMENTS, LLC,
a Utah limited liability company

Name: Brian Flint
Its: Manager

4 INDEPENDENCE, LLC,
a Utah limited liability company

By: DAI PARTNERS, LLC,
a Utah limited liability company

By: _____
Nathan D. Shipp, Manager

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

MT. JORDAN LIMITED PARTNERSHIP,
a Utah limited partnership

Name: G. Lyn Kimball
Its: Managing General Partner

PORTER'S POINT, LLC,
a Utah limited liability company

Name: _____
Its: _____

Ronald H. Thorne
Name: Ronald H. Thorne
Its: manager

ARTEMIS INVESTMENTS, LLC,
a Utah limited liability company

Name: _____
Its: _____

Ronald H. Thorne
Name: Ronald H. Thorne
Its: manager

ATHENAIS INVESTMENTS, LLC,
a Utah limited liability company

Name: _____
Its: _____

Ronald H. Thorne
Name: Ronald H. Thorne
Its: manager

ASPASIA INVESTMENTS, LLC,
a Utah limited liability company

Name: _____
Its: _____

Ronald H. Thorne
Name: Ronald H. Thorne
Its: manager

BYRON INVESTMENTS, LLC,
a Utah limited liability company

Name: _____
Its: _____

Ronald H. Thorne
Name: Ronald H. Thorne
Its: manager

GEORGIOS INVESTMENTS, LLC,
a Utah limited liability company

Name: _____
Its: _____

4 INDEPENDENCE, LLC,
a Utah limited liability company

By: DAI PARTNERS, LLC,
a Utah limited liability company

By: _____
Nathan D. Shipp, Manager

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

MT. JORDAN LIMITED PARTNERSHIP,
a Utah limited partnership

Name: G. Lyn Kimball
Its: Managing General Partner

PORTER'S POINT, LLC,
a Utah limited liability company

Name: _____
Its: _____

Name: _____
Its: _____

ARTEMIS INVESTMENTS, LLC,
a Utah limited liability company

Name: _____
Its: _____

Name: _____
Its: _____

ATHENAIS INVESTMENTS, LLC,
a Utah limited liability company

Name: _____
Its: _____

Name: _____
Its: _____

ASPASIA INVESTMENTS, LLC,
a Utah limited liability company

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Its: _____

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Its: _____

BYRON INVESTMENTS, LLC,
a Utah limited liability company

Name: _____
Its: _____

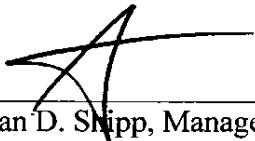
Name: _____
Its: _____

GEORGIOS INVESTMENTS, LLC,
a Utah limited liability company

Name: _____
Its: _____

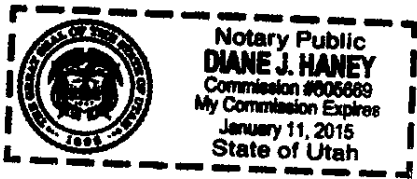
4 INDEPENDENCE, LLC,
a Utah limited liability company

By: DAI PARTNERS, LLC,
a Utah limited liability company

By: 
Nathan D. Shipp, Manager

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

On the 23rd day of April, 2012, personally appeared before me GRIFFIN LYN KIMBALL, who being by me duly sworn did say that he/she is a Managing general partner of MT. JORDAN LIMITED PARTNERSHIP, a Utah limited partnership, and that the within and foregoing instrument was signed on behalf of said limited partnership.



Diane J Haney
Notary Public
Provo, UT

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

On the 19 day of April, 2012, personally appeared before me Mark Fran, who being by me duly sworn did say that he/she is a Manager of PORTER'S POINT, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

[Signature]
Notary Public



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

On the ___ day of _____, 2012, personally appeared before me _____, who being by me duly sworn did say that he/she is a _____ of PORTER'S POINT, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

Notary Public

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

On the ____ day of _____, 2012, personally appeared before me _____, who being by me duly sworn did say that he/she is a _____ of MT. JORDAN LIMITED PARTNERSHIP, a Utah limited partnership, and that the within and foregoing instrument was signed on behalf of said limited partnership.

Notary Public

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

On the 19 day of April, 2012, personally appeared before me Mark J. [unclear], who being by me duly sworn did say that he/she is a Manager of PORTER'S POINT, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

[Signature]
Notary Public



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

On the ____ day of _____, 2012, personally appeared before me _____, who being by me duly sworn did say that he/she is a _____ of PORTER'S POINT, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

Notary Public

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

On the ____ day of _____, 2012, personally appeared before me _____, who being by me duly sworn did say that he/she is a _____ of MT. JORDAN LIMITED PARTNERSHIP, a Utah limited partnership, and that the within and foregoing instrument was signed on behalf of said limited partnership.

Notary Public

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

On the ____ day of _____, 2012, personally appeared before me _____, who being by me duly sworn did say that he/she is a _____ of PORTER'S POINT, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

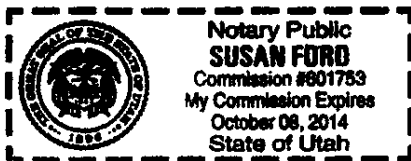
Notary Public

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

On the 7th day of May, 2012, personally appeared before me Ronald H. Thorne, who being by me duly sworn did say that he is a Manager of PORTER'S POINT, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

Susan Ford

Notary Public



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

On the 19 day of April, 2012, personally appeared before me Mark Shea, who being by me duly sworn did say that he/she is a Manager of ARTEMIS INVESTMENTS, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

[Signature]
Notary Public



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

On the ____ day of _____, 2012, personally appeared before me _____, who being by me duly sworn did say that he/she is a _____ of ARTEMIS INVESTMENTS, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

Notary Public

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

On the 19 day of April, 2012, personally appeared before me Mark Shea, who being by me duly sworn did say that he/she is a Manager of ATHENAIS INVESTMENTS, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited partnership.

[Signature]
Notary Public



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

On the ____ day of _____, 2012, personally appeared before me _____, who being by me duly sworn did say that he/she is a _____ of ARTEMIS INVESTMENTS, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

Notary Public

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

On the 7th day of May, 2012, personally appeared before me Ronald H. Thorne, who being by me duly sworn did say that he/she is a Manager of ARTEMIS INVESTMENTS, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

Susan Ford

Notary Public



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

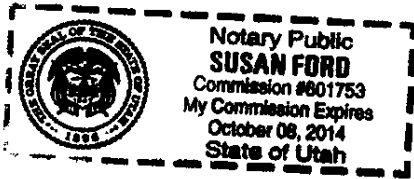
On the ____ day of _____, 2012, personally appeared before me _____, who being by me duly sworn did say that he/she is a _____ of ATHENAIS INVESTMENTS, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited partnership.

Notary Public

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

On the 7th day of May, 2012, personally appeared before me Ronald H. Thorne, who being by me duly sworn did say that he is a Manager of ATHENAIS INVESTMENTS, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited partnership.

Susan Ford
Notary Public



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

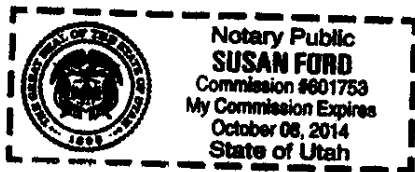
On the ____ day of _____, 2012, personally appeared before me _____, who being by me duly sworn did say that he/she is a _____ of ASPASIA INVESTMENTS, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

Notary Public

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

On the 7th day of May, 2012, personally appeared before me Ronald H. Thorne, who being by me duly sworn did say that he/she is a Manager of ASPASIA INVESTMENTS, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

Susan Ford
Notary Public



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

On the ____ day of _____, 2012, personally appeared before me _____, who being by me duly sworn did say that he/she is a _____ of ATHENAIS INVESTMENTS, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited partnership.

Notary Public

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

On the 19 day of April, 2012, personally appeared before me Mark Shen, who being by me duly sworn did say that he/she is a Manager of ASPASIA INVESTMENTS, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.



Notary Public



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

On the ____ day of _____, 2012, personally appeared before me _____, who being by me duly sworn did say that he/she is a _____ of ASPASIA INVESTMENTS, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

Notary Public

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

On the 19 day of April, 2012, personally appeared before me Mark Shen, who being by me duly sworn did say that he/she is a Member of BYRON INVESTMENTS, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

Notary Public



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

On the ____ day of _____, 2012, personally appeared before me _____, who being by me duly sworn did say that he/she is a _____ of BYRON INVESTMENTS, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

Notary Public

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

On the ____ day of _____, 2012, personally appeared before me _____, who being by me duly sworn did say that he/she is a _____ of GEORGIOS INVESTMENTS, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

Notary Public

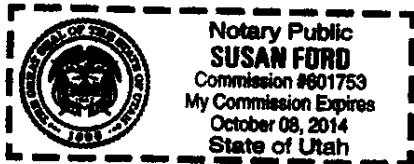
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the ____ day of _____, 2012, personally appeared before me _____, who being by me duly sworn did say that he/she is a _____ of BYRON INVESTMENTS, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

Notary Public

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

On the 7th day of May, 2012, personally appeared before me Ronald H. Thorne, who being by me duly sworn did say that he is a Manager of BYRON INVESTMENTS, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.



Susan Ford

Notary Public

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

On the ____ day of _____, 2012, personally appeared before me _____, who being by me duly sworn did say that he/she is a _____ of GEORGIOS INVESTMENTS, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

Notary Public

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

On the 19th day of April, 2012, personally appeared before me Brian Flint, who being by me duly sworn did say that he/she is a Manager of GEORGIOS INVESTMENTS, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.



Alisa Burton
Notary Public

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

On the ___ day of _____, 2012, personally appeared before me Nathan D. Shipp who being by me duly sworn did say that he is a Manager of DAI PARTNERS, LLC, a Utah limited liability company, which entity is the _____ of 4 INDEPENDENCE, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said 4 INDEPENDENCE, LLC.

Notary Public

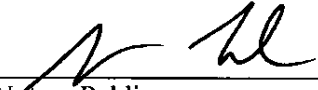
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the ____ day of _____, 2012, personally appeared before me _____, who being by me duly sworn did say that he/she is a _____ of GEORGIOS INVESTMENTS, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

Notary Public

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

On the 15 day of March, 2012, personally appeared before me Nathan D. Shipp who being by me duly sworn did say that he is a Manager of DAI PARTNERS, LLC, a Utah limited liability company, which entity is the Member of 4 INDEPENDENCE, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said 4 INDEPENDENCE, LLC.



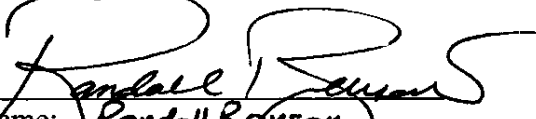
Notary Public



CONSENT

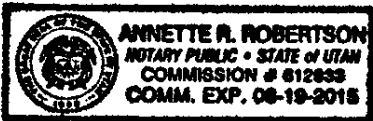
In accordance with the terms of that certain (i) Deed of Trust dated September 22, 2004, and recorded in the official records of the Salt Lake County Recorder on September 23, 2004, as Instrument No. 9180284, in Book 9040, and commencing on Page 6927, (ii) Term Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing, dated March 2, 2006, and recorded in the official records of the Salt Lake County Recorder on March 15, 2006, as Instrument No. 9663386, in Book 9267, and commencing on Page 2161, (iii) Term Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing, dated March 2, 2006, and recorded in the official records of the Salt Lake County Recorder on March 20, 2006, as Instrument No. 9667441, in Book 9268, and commencing on Page 9368, (iv) Term Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing, dated April 10, 2006, and recorded in the official records of the Salt Lake County Recorder on April 10, 2006, as Instrument No. 9690185, in Book 9278, and commencing on Page 7891, (v) Term Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing, dated April 10, 2006, and recorded in the official records of the Salt Lake County Recorder on April 11, 2006, as Instrument No. 9691122, in Book 9279, and commencing on Page 1022, and (vi) Deed of Trust dated February 28, 2007, and recorded in the official records of the Salt Lake County Recorder on March 7, 2007, as Instrument No. 10026225, in Book 9432, and commencing on Page 1588 (collectively, and as each of the foregoing may have been amended from time to time, the "BAF Deed of Trust"), the undersigned of this Consent (the "Undersigned") has an interest in all or a portion of the PP Property as more fully described in the BAF Deed of Trust. The Undersigned hereby acknowledges and agrees that any foreclosure of the BAF Deed of Trust shall not extinguish this Agreement or the rights and easements granted hereunder, and the purchaser at any such foreclosure sale shall take title subject to this Agreement. Further, the Undersigned hereby consents to the execution and recordation of this Agreement.


BANK OF AMERICAN FORK,
a Utah corporation


Name: Randall Benson
Its: SVP

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

On the 12th day of April, 2012, personally appeared before me Randall Benson, who being by me duly sworn did say that he/she is a SVP of BANK OF AMERICAN FORK, a Utah corporation, and that the within and foregoing instrument was signed on behalf of said corporation.




Notary Public

CONSENT

In accordance with the terms of that certain (i) Trust Deed dated May 27, 2010, and recorded in the official records of the Salt Lake County Recorder on May 28, 2010, as Instrument No. 10962232, in Book 9829 and commencing on Page 6631, and (ii) Trust Trust Deed with Assignment of Rents dated December 29, 2009, and recorded in the official records of the Salt Lake County Recorder on December 29, 2009, as Instrument No. 10868461, in Book 9792 and commencing on Page 4512 (collectively, and as each of the foregoing may have been amended from time to time, the "Gunthers Deed of Trust"), the undersigned (the "Undersigned") has an interest in all or a portion of the PP Property as more fully described in the Gunthers Deed of Trust. The Undersigned hereby acknowledges and agrees that any foreclosure of the Gunthers Deed of Trust shall not extinguish this Agreement or the rights and easements granted hereunder, and the purchaser at any such foreclosure sale shall take title subject to this Agreement. Further, the Undersigned hereby consents to the execution and recordation of this Agreement.

GUNTHERS INC.,
a Utah corporation

Dale O. Gunther
Name: DALE O. GUNTHER
Its: SECRETARY/TREASURER

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

On the 12 day of April, 2012, personally appeared before me Dale O. Gunther, who being by me duly sworn did say that he/she is a Secretary/Treasurer of GUNTHERS INC., a Utah corporation, and that the within and foregoing instrument was signed on behalf of said corporation.


Maralee Mortensen
Notary Public



CONSENT

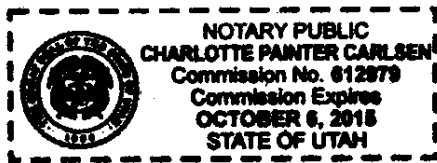
In accordance with the terms of that certain Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing dated July 19, 2006, and recorded in the official records of the Salt Lake County Recorder on July 31, 2006, as Instrument No. 9796533 in Book 9328 and commencing on Page 7597 (the "Zions Deed of Trust"), the undersigned of this Consent (the "Undersigned") has an interest in all or a portion of the MJ Property as more fully described therein (the "Encumbered Property"). The Undersigned hereby acknowledges and agrees that any foreclosure of the Zions Deed of Trust shall not extinguish this Agreement or the rights and easements granted hereunder, and the purchaser at any such foreclosure sale shall take title subject to this Agreement. Further, the Undersigned hereby consents to the execution and recordation of this Agreement.

ZIONS FIRST NATIONAL BANK
a national banking association


Name: Keely Bradshaw
Its: Vice President

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

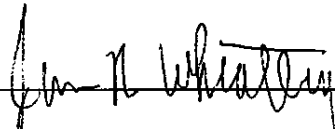
On the 3rd day of May, 2012, personally appeared before me Keely Bradshaw, who being by me duly sworn did say that he/she is a Vice President of ZIONS FIRST NATIONAL BANK, a national banking association, and that the within and foregoing instrument was signed on behalf of said national banking association.




Notary Public

CONSENT

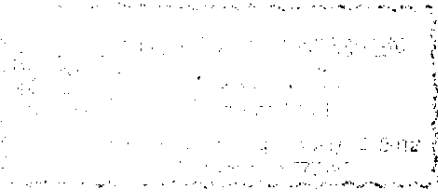
In accordance with the terms of that certain Deed of Trust, Security Agreement, Fixture Filing, and Assignment of Rents dated December 27, 2011, and recorded in the official records of the Salt Lake County Recorder on March 12, 2012, as Instrument No. 11348840, in Book 9998 and commencing on Page 8447 (the "Family Trust Deed of Trust"), the undersigned of this Consent (the "Undersigned") has an interest in all or a portion of the Independence Property as more fully described therein (the "Encumbered Property"). The Undersigned hereby acknowledges and agrees that any foreclosure of the Family Trust Deed of Trust shall not extinguish this Agreement or the rights and easements granted hereunder, and the purchaser at any such foreclosure sale shall take title subject to this Agreement. Further, the Undersigned hereby consents to the execution and recordation of this Agreement.

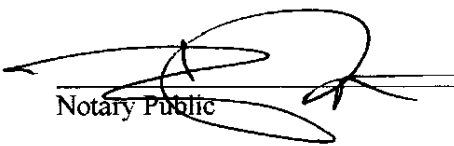


Jack Wheatley, as Trustee of the Jack and Mary Lois Wheatley Family Trsut

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

On the 16th day of MARCH, 2012, personally appeared before me Jack Wheatley who being by me duly sworn did say that he/she is a Trustee of the Jack and Mary Lois Wheatley Family Trust and that the within and foregoing instrument was signed on behalf of himself said trust.





Notary Public

EXHIBIT A

Legal Description of MJ Property

Land situated in Salt Lake County, State of Utah, and more particularly described as follows:

A PARCEL OF LAND LYING AND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 12, THE NORTHWEST QUARTER OF SECTION 13, SECTION 14 AND GOVERNMENT LOT 5, OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. BASIS OF BEARING FOR SUBJECT PARCELS BEING SOUTH 89°46'54" WEST 2684.79 FEET (MEASURED) ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING AN APPROPRIATELY STAMPED SALT LAKE COUNTY BRASS CAP MONUMENT, THENCE SOUTH 11°21'38" WEST 1334.98 FEET COINCIDENT WITH THE WEST BOUNDARY OF THAT PARTICULAR PARCEL OF LAND OWNED IN FEE SIMPLE PORTER'S POINT LLC DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 10552730, IN BOOK 9655, AT PAGE 4777 OF THE SALT LAKE COUNTY RECORDS.

THENCE SOUTH 82°49'57" EAST 64.51 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE DRAPER IRRIGATION CANAL PARCEL TRANSFERRED TO MT. JORDAN LTD BY THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 7105086, IN BOOK 8112, AT PAGE 706 OF SAID RECORDS, DEPICTED ON THAT CERTAIN RECORD OF SURVEY PERFORMED BY MC NEIL ENGINEERING, CERTIFIED BY DALE BENNETT AND FILED AS MAP S1999-10-0708 WITH SAID COUNTY SURVEYOR; THENCE THE FOLLOWING TWENTY ONE (21) COURSES COINCIDENT WITH THE BOUNDARY OF SAID CANAL,

- 1) NORTH 16°17'57" EAST 167.20 FEET TO A POINT OF CURVATURE;
- 2) NORTHEASTERLY 264.97 FEET ALONG THE ARC OF A 533.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 73°42'03" EAST) THROUGH A CENTRAL ANGLE OF 28°29'02" TO A POINT OF TANGENCY;
- 3) NORTH 44°46'59" EAST 259.00 FEET;
- 4) NORTH 34°57'14" EAST 805.53 FEET;
- 5) NORTH 27°35'54" EAST 108.23 FEET;
- 6) NORTH 20°59'08" EAST 432.80 FEET;
- 7) NORTH 29°29'26" EAST 448.17 FEET;
- 8) NORTH 37°12'44" EAST 661.29 FEET TO A POINT OF CURVATURE;
- 9) NORTHEASTERLY 197.72 FEET ALONG THE ARC OF A 533.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 52°47'16" EAST) THROUGH A CENTRAL ANGLE OF 21°15'15" TO A POINT OF TANGENCY;
- 10) NORTH 58°27'59" EAST 718.62 FEET;
- 11) SOUTH 31°32'01" EAST 49.50 FEET;
- 12) SOUTH 58°27'59" WEST 718.62 FEET TO A POINT OF CURVATURE;
- 13) SOUTHWESTERLY 179.36 FEET ALONG THE ARC OF A 483.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 31°32'01" EAST) THROUGH A CENTRAL ANGLE OF 21°15'15" TO A POINT OF TANGENCY;
- 14) SOUTH 37°12'44" WEST 657.95 FEET;

15) SOUTH 29°29'26" WEST 441.15 FEET;
 16) SOUTH 20°59'08" WEST 431.98 FEET;
 17) SOUTH 27°35'54" WEST 114.27 FEET;
 18) SOUTH 34°57'14" WEST 812.96 FEET;
 19) SOUTH 44°46'59" WEST 263.26 FEET TO A POINT OF CURVATURE;
 20) SOUTHERLY 240.37 FEET ALONG THE ARC OF A 483.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 45°13'01" EAST) THROUGH A CENTRAL ANGLE OF 28°29'02" TO A POINT OF TANGENCY;
 21) SOUTH 16°17'57" WEST 148.56 FEET TO THE SOUTHWEST CORNER OF BLUFFDALE HEIGHTS COMMERCIAL PARK PHASE 1, RECORDED IN BOOK 2008 AT PAGE 294 OF SAID COUNTY RECORDS AND THE NORTHWEST CORNER OF THAT PARTICULAR PARCEL OF LAND DEPICTED ON THAT CERTAIN RECORDS OF SURVEY PERFORMED BY BOUNDARY CONSULTANTS AND CERTIFIED BY DAVID E. HAWKES FILED WITH THE COUNTY SURVEYOR AS MAP S2010-06-0294; THENCE THE FOLLOWING SIX (6) COURSES COINCIDENT WITH THE SOUTH BOUNDARIES OF BLUFFDALE HEIGHTS COMMERCIAL PARK PHASE 1, BLUFFDALE HEIGHTS COMMERCIAL PARK PHASE 2 RECORDED IN BOOK 2008P AT PAGE 205 AND SILVERLEAF INDUSTRIAL PARK PLAT A RECORDED IN BOOK 2004P AT PAGE 008 OF SAID COUNTY RECORDS;
 1) SOUTH 82°22'32" EAST 588.78 FEET;
 2) NORTH 17°30'08" EAST 59.14 FEET;
 3) NORTHERLY 71.30 FEET ALONG THE ARC OF A 700.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 72°29'52" EAST) THROUGH A CENTRAL ANGLE OF 05°50'10" TO A POINT OF COMPOUND CURVATURE;
 4) EASTERLY 72.27 FEET ALONG THE ARC OF 45.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 66°39'42" EAST) THROUGH A CENTRAL ANGLE OF 92°00'55" TO A POINT OF REVERSE CURVATURE;
 5) EASTERLY 63.98 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 25°21'13" EAST) THROUGH A CENTRAL ANGLE OF 13°19'49" TO A POINT OF TANGENCY;
 6) SOUTH 77°58'36" EAST 389.71 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THAT PARTICULAR PARCEL OF LAND OWNED IN FEE SIMPLE BY GENEVA ROCK PRODUCTS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AS ENTRY 7137991, IN BOOK 8145, AT PAGE 1122 OF SAID COUNTY RECORDS;
 THENCE THE FOLLOWING NINE (9) COURSES COINCIDENT WITH SAID WESTERLY BOUNDARY
 1) SOUTH 30°08'53" WEST 131.59 FEET TO A POINT OF CURVATURE;
 2) SOUTHERLY 191.59 FEET ALONG THE ARC OF AN 800.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 59°51'07" WEST) THROUGH A CENTRAL ANGLE OF 13°43'18" TO A POINT OF TANGENCY;
 3) SOUTH 43°52'11" WEST 631.35 FEET TO A POINT OF CURVATURE;
 4) SOUTHERLY 211.77 FEET ALONG THE ARC OF AN 800.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 46°07'50" EAST) THROUGH A CENTRAL ANGLE OF 15°10'01" TO A POINT OF TANGENCY;
 5) SOUTH 28°42'10" WEST 63.79 FEET TO A POINT OF CURVATURE;
 6) SOUTHWESTERLY 419.21 FEET ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 61°17'50" WEST) THROUGH A CENTRAL ANGLE OF 48°02'18" TO A POINT OF TANGENCY;
 7) SOUTH 76°44'28" WEST 153.74 FEET;
 8) NORTH 36°29'55" WEST 646.39 FEET;
 9) NORTH 22°29'55" WEST 59.95 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE AFORESAID DRAPER IRRIGATION CANAL;

THENCE THE FOLLOWING ELEVEN (11) COURSES COINCIDENT WITH THE COMMON BOUNDARY OF SAID DRAPER IRRIGATION CANAL AND GENEVA ROCK PRODUCTS PARCEL,

- 1) SOUTH 43°28'59" WEST 145.50 FEET;
- 2) SOUTH 38°41'59" WEST 714.22 FEET;
- 3) SOUTH 37°15'59" WEST 413.00 FEET TO A POINT OF CURVATURE;
- 4) SOUTHWESTERLY 161.58 FEET ALONG THE ARC OF A 316.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 52°44'00" WEST) THROUGH A CENTRAL ANGLE OF 29°15'00" TO A POINT OF TANGENCY;
- 5) SOUTH 66°30'59" WEST 340.70 FEET;
- 6) SOUTH 62°30'59" WEST 1084.39 FEET;
- 7) SOUTH 74°30'59" WEST 737.87 FEET;
- 8) SOUTH 82°00'59" WEST 711.83 FEET;
- 9) NORTH 85°59'00" WEST 946.62 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14;
- 10) SOUTH 00°00'09" WEST 84.88 FEET COINCIDENT WITH SAID SECTION LINE TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 5, SECTION 15, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;
- 11) SOUTH 89°35'18" WEST 788.29 FEET TO THE EAST RIGHT OF WAY OF THE DENVER AND RIO GRANDE WESTERN RAILROAD;

THENCE NORTH 07°17'19" EAST 376.75 FEET COINCIDENT WITH SAID RAILROAD RIGHT OF WAY TO THE NORTHWEST CORNER OF THAT PARTICULAR PARCEL OF LAND DESCRIBED AS PARCEL 5 IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 7105086, IN BOOK 8112, AT PAGE 706 OF SAID COUNTY RECORDS;

THENCE SOUTH 77°09'50" EAST 73.69 FEET COINCIDENT WITH THE NORTH LINE OF SAID PARCEL 5;

THENCE NORTH 15°33'32" EAST 304.66 FEET TO A POINT ON THE EAST BOUNDARY OF THE EAST JORDAN CANAL, SAID LOCATION BEING DETERMINED FROM FIELD MEASUREMENTS OF SAID CANAL AND OFFSETTING THE CENTER LINE THEREOF 33.00 FEET EACH SIDE;

THENCE THE FOLLOWING SIXTY (60) COURSES COINCIDENT WITH SAID EASTERLY RIGHT OF WAY

- 1) NORTH 16°18'55" EAST 34.14 FEET TO A POINT OF CURVATURE;
- 2) EASTERLY 65.75 FEET ALONG THE ARC OF A 52.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 73°41'05" EAST) THROUGH A CENTRAL ANGLE OF 72°26'57" TO A POINT OF COMPOUND CURVATURE;
- 3) EASTERLY 95.04 FEET ALONG THE ARC OF A 297.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 01°14'08" EAST) THROUGH A CENTRAL ANGLE OF 18°20'05" TO A POINT OF TANGENCY;
- 4) SOUTH 72°54'03" EAST 123.21 FEET;
- 5) SOUTH 68°29'56" EAST 96.84 FEET;
- 6) SOUTH 74°56'13" EAST 204.50 FEET;
- 7) SOUTH 76°15'58" EAST 30.36 FEET TO THE WEST LINE OF SAID SECTION 14;
- 8) SOUTH 76°15'58" EAST 99.82 FEET TO A POINT OF CURVATURE;
- 9) SOUTHEASTERLY 77.91 FEET ALONG THE ARC OF A 117.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 13°44'02" WEST) THROUGH A CENTRAL ANGLE OF 38°09'03" TO A POINT OF TANGENCY;
- 10) SOUTH 38°06'55" EAST 20.60 FEET;
- 11) SOUTH 43°17'07" EAST 90.22 FEET;
- 12) SOUTH 53°21'04" EAST 41.88 FEET TO A POINT OF CURVATURE;
- 13) EASTERLY 114.74 FEET ALONG THE ARC OF A 208.00 FOOT RADIUS CURVE TO THE

LEFT (CENTER BEARS NORTH 36°38'56" EAST) THROUGH A CENTRAL ANGLE OF 31°36'25" TO A POINT OF TANGENCY;

14) SOUTH 84°57'29" EAST 22.15 FEET TO A POINT OF CURVATURE;

15) NORTHEASTERLY 147.89 FEET ALONG THE ARC OF A 318.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 05°02'31" EAST) THROUGH A CENTRAL ANGLE OF 26°38'45" TO A POINT OF TANGENCY;

16) NORTH 68°23'46" EAST 52.63 FEET;

17) NORTH 59°54'42" EAST 83.77 FEET;

18) NORTH 57°17'41" EAST 109.08 FEET;

19) NORTH 43°36'10" EAST 146.67 FEET;

20) NORTH 46°53'33" EAST 68.18 FEET TO A POINT OF CURVATURE;

21) EASTERLY 147.87 FEET ALONG THE ARC OF A 197.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 43°06'27" EAST) THROUGH A CENTRAL ANGLE OF 43°00'28" TO A POINT OF TANGENCY;

22) NORTH 89°54'01" EAST 106.28 FEET TO A POINT OF CURVATURE;

23) EASTERLY 132.19 FEET ALONG THE ARC OF A 553.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 00°05'59" WEST) THROUGH A CENTRAL ANGLE OF 13°41'46" TO A POINT OF REVERSE CURVATURE;

24) NORTHEASTERLY 24.68 FEET ALONG THE ARC OF A 197.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 13°47'46" EAST) THROUGH A CENTRAL ANGLE OF 07°10'41" TO A POINT OF TANGENCY;

25) NORTH 83°22'56" EAST 47.56 FEET TO A POINT CURVATURE;

26) NORTHERLY 154.54 FEET ALONG THE ARC OF A 145.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 06°37'04" WEST) THROUGH A CENTRAL ANGLE OF 61°04'02" TO A POINT OF TANGENCY;

27) NORTH 22°18'54" EAST 53.39 FEET;

28) NORTH 14°59'50" EAST 23.11 FEET;

29) NORTH 17°12'42" EAST 43.73 FEET;

30) NORTH 20°41'04" EAST 48.44 FEET;

31) NORTH 27°00'29" EAST 37.54 FEET;

32) NORTH 40°08'40" EAST 97.05 FEET TO A POINT OF CURVATURE;

33) NORTHWESTERLY 107.76 FEET ALONG THE ARC OF A 93.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 49°51'20" WEST) THROUGH A CENTRAL ANGLE OF 66°23'30" TO A POINT OF TANGENCY;

34) NORTH 26°14'50" WEST 145.67 FEET TO A POINT OF CURVATURE;

35) NORTHERLY 38.33 FEET ALONG THE ARC OF A 36.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 63°45'10" EAST) THROUGH A CENTRAL ANGLE OF 61°00'32" TO A POINT OF COMPOUND CURVATURE;

36) NORTHEASTERLY 129.84 FEET ALONG THE ARC OF A 247.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 55°14'18" EAST) THROUGH A CENTRAL ANGLE OF 30°07'04" TO A POINT OF REVERSE CURVATURE;

37) NORTHERLY 86.61 FEET ALONG THE ARC OF A 378.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 25°07'14" WEST) THROUGH A CENTRAL ANGLE OF 13°07'42" TO A POINT OF COMPOUND CURVATURE;

38) NORTHERLY 88.15 FEET ALONG THE ARC OF A 268.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 38°14'56" WEST) THROUGH A CENTRAL ANGLE OF 18°50'45" TO A POINT OF COMPOUND CURVATURE;

39) NORTHERLY 216.46 FEET ALONG THE ARC OF A 426.52 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 57°05'41" WEST) THROUGH A CENTRAL ANGLE OF 29°04'39" TO A POINT OF COMPOUND CURVATURE;

40) NORTHERLY 79.49 FEET ALONG THE ARC OF A 293.00 FOOT RADIUS CURVE TO THE

LEFT (CENTER BEARS NORTH 86°10'20" WEST) THROUGH A CENTRAL ANGLE OF 15°32'40" TO A POINT OF TANGENCY;

41) NORTH 11°43'00" WEST 126.28 FEET;

42) NORTH 04°56'30" WEST 146.29 FEET;

43) NORTH 19°20'47" WEST 78.65 FEET TO A POINT OF CURVATURE;

44) NORTHWESTERLY 135.77 FEET ALONG THE ARC OF A 458.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 70°39'13" WEST) THROUGH A CENTRAL ANGLE OF 16°59'03" TO A POINT OF REVERSE CURVATURE;

45) NORTHERLY 93.80 FEET ALONG THE ARC OF A 192.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 53°40'08" EAST) THROUGH A CENTRAL ANGLE OF 27°59'3" TO A POINT OF TANGENCY;

46) NORTH 08°20'2" WEST 109.00 FEET;

47) NORTHWESTERLY 27.41 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 81°39'39" WEST) THROUGH A CENTRAL ANGLE OF 10°28'10" TO A POINT OF TANGENCY;

48) NORTH 18°48'32" WEST 177.80 FEET TO A POINT OF CURVATURE;

49) NORTHERLY 114.50 FEET ALONG THE ARC OF A 117.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 71°11'28" EAST) THROUGH A CENTRAL ANGLE OF 56°04'20" TO A POINT OF TANGENCY;

50) NORTH 37°15'48" EAST 198.36 FEET;

51) NORTH 22°11'09" EAST 151.65 FEET;

52) NORTH 06°12'20" EAST 103.55 FEET;

53) NORTH 10°29'22" EAST 156.99 FEET;

54) NORTH 09°01'33" WEST 134.33 FEET;

55) NORTH 17°45'19" WEST 122.06 FEET TO A POINT OF CURVATURE;

56) NORTHWESTERLY 133.77 FEET ALONG THE ARC OF A 239.45 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 72°14'4" WEST) THROUGH A CENTRAL ANGLE OF 32°00'27" TO A POINT OF TANGENCY;

57) NORTH 47°47'33" WEST 57.08 FEET;

58) NORTH 44°03'00" WEST 127.63 FEET;

59) NORTH 35°56'32" WEST 192.35 FEET;

60) NORTH 38°01'57" WEST 43.50 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14;

THENCE NORTH 89°32'53" EAST 1109.31 FEET COINCIDENT WITH SAID SECTION LINE TO THE NORTH QUARTER CORNER THEREOF;

THENCE NORTH 89°46'54" EAST 2684.79 FEET COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14 TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LYING AND SITUATE IN THE NORTHWEST QUARTER OF SECTION 13 AND THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, BLUFFDALE CITY, UTAH. COMPRISING 25.94 ACRES, THE 0.11 ACRES OF THAT PARTICULAR PARCEL OF LAND DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY 10511150, IN BOOK 9639, AT PAGE 4090 OF THE SALT LAKE COUNTY RECORDS, THE 2.70 ACRES OF LAND LYING EAST OF THE DRAPER IRRIGATION CANAL BEING A PART OF THAT PARTICULAR 145.42 ACRE PARCEL OF LAND DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AS ENTRY 2951594, IN BOOK 4497, AT PAGE 0208 OF SAID COUNTY RECORDS, AND THE 23.21 ACRE REMAINDER PARCEL OF THAT PARTICULAR

PARCEL OF LAND DESCRIBED IN THAT CERTAIN CORRECTIVE SPECIAL WARRANTY DEED RECORDED AS ENTRY 3582852, IN BOOK 5268, AT PAGE 0508 LESS AND EXCEPTING THEREFROM THAT PARTICULAR PARCEL OF LAND TRANSFERRED TO GENEVA ROCK PRODUCTS BY THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AS ENTRY 7137991, IN BOOK 8145, AT PAGE 1122 OF SAID COUNTY RECORDS. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 89°46'54"EAST 2684.79 FEET BETWEEN THE SALT LAKE COUNTY BRASS CAP MONUMENTS MONUMENTALIZING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 14 THENCE THE FOLLOWING TWO (2) COURSES COINCIDENT WITH THE WESTERLY AND SOUTHERLY LINES OF THAT PARTICULAR PARCEL OF LAND OWNED IN FEE SIMPLE BY PORTER'S POINT LLC AND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 9180282, IN BOOK 9040, AT PAGE 8024 OF SAID COUNTY RECORDS 1) SOUTH 11°21'38" WEST 1334.98 FEET (S11°21'20"W 1134.98 FEET PER SAID DEED, S11°21'28" 1334.50' PER ROS S2010-06-0294); 2) SOUTH 82°49'57"EAST 114.64 FEET (S82°53'51"E 114.64' PER ROS S2010-06-0294) AND THE PROLONGATION THEREOF TO THE EASTERLY BOUNDARY OF THE DRAPER IRRIGATION CANAL; THENCE NORTH 16°17'57"EAST 10.69 FEET (10.08' PER ROS S2010-06-0294) COINCIDENT WITH THE EAST BOUNDARY OF THAT PARTICULAR PARCEL OF LAND TRANSFERRED TO MOUNT JORDAN LIMITED BY THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 7105086, IN BOOK 8112, AT PAGE 0706 OF SAID COUNTY RECORDS TO THE NORTHWEST CORNER OF THAT PARTICULAR PARCEL OF LAND TRANSFERRED TO MOUNT JORDAN LIMITED BY THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY 10511150, IN BOOK 9639, AT PAGE 4090 OF SAID COUNTY RECORDS AND THE TRUE POINT OF BEGINNING;

THENCE COINCIDENT WITH THE NORTH LINE AND THE PROLONGATION THEREOF OF THE AFORESAID PARCEL, SOUTH 82°22'32"EAST (S82°22'40"E PER DEED, ENTRY 10511150) 588.78;

THENCE THE FOLLOWING THE FOLLOWING FIVE (5) COURSE COINCIDENT WITH THE EASTERLY AND SOUTHERLY BOUNDARIES OF BLUFFDALE HEIGHTS COMMERCIAL PARK PH 2, RECORDED IN BOOK 2008P AT PAGE 295 OF SAID COUNTY RECORDS, 1) NORTH 17°30'08"EAST (NORTH 17°30'00"EAST PLAT) 59.14 FEET TO A POINT OF CURVATURE; 2) NORTHERLY 71.30 FEET ALONG THE ARC OF A 700.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 72°29'52"EAST) THROUGH A CENTRAL ANGLE OF 05°50'10' TO A POINT OF COMPOUND CURVATURE; 3) EASTERLY 72.27 FEET ALONG THE ARC OF A 45.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 66°39'42"EAST) THROUGH A CENTRAL ANGLE OF 92°00'55" TO A POINT OF REVERSE; 4) EASTERLY 63.98 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 25°21'13"EAST) THROUGH A CENTRAL ANGLE OF 13°19'49" TO A POINT OF TANGENCY; 5) SOUTH 77°58'36"EAST (77°58'44"W PER SAID PLAT) 389.71 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE THE FOLLOWING THE SEVEN (7) COURSES COINCIDENT WITH THE NORTHWESTERLY BOUNDARY OF THAT PARTICULAR PARCEL OF LAND TRANSFERRED TO GENEVA ROCK PRODUCTS BY THAT CERTAIN DEED RECORDED AS ENTRY 7137991, IN BOOK 8145, AT PAGE 1122 OF SAID COUNTY RECORDS AND ALONG THE CENTER LINE OF A SIXTY (60) FOOT WIDE HAUL ROAD, 1) SOUTH 30°08'53" WEST (S30°08'53"W PER DEED, ENTRY 7137991) 131.59 FEET TO A POINT OF CURVATURE;

2) SOUTHWESTERLY 191.59 FEET ALONG THE ARC OF A 800.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 59°51'07" WEST) THROUGH A CENTRAL ANGLE OF 13°43'18" TO A POINT OF TANGENCY;

3) SOUTH 43°52'11" WEST (S43°52'06" W PER DEED, ENTRY 7137991) 631.35 FEET TO A POINT OF CURVATURE;

4) SOUTHERLY 211.77 FEET ALONG THE ARC OF A 800.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 46°07'30" EAST) THROUGH A CENTRAL ANGLE OF 15°10'01" TO A POINT OF TANGENCY;

5) SOUTH 28°42'10" WEST (S28°42'05" W PER DEED, ENTRY 7137991) 63.79 FEET TO A POINT OF CURVATURE;

6) SOUTHWESTERLY 419.21 FEET ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 61°17'50" WEST) THROUGH A CENTRAL ANGLE OF 48°02'18" TO A POINT OF TANGENCY;

7) SOUTH 76°44'28" WEST (S76°44'23" E PER DEED, ENTRY 7137991) 153.74 FEET;

THENCE THE FOLLOWING TWO (2) COURSES COINCIDENT WITH THE SOUTHWESTERLY BOUNDARY OF SAID GENEVA PARCEL, 1) NORTH 36°29'55" WEST (N36°30" W PER DEED, ENTRY 7137991) 646.39 FEET TO A NUMBER 5 REBAR AND CAP STAMPED PLS 356548;

2) NORTH 22°29'55" WEST (N22°30" W PER DEED, ENTRY 7137991) 59.95 FEET (59.96' PER ROS S2010-06-0294) TO A POINT ON THE EASTERLY LINE OF THE DRAPER IRRIGATION CANAL AND A NUMBER 5 REBAR AND CAP STAMPED PLS 356548;

THENCE THE FOLLOWING THREE (3) COURSES COINCIDENT WITH SAID EASTERLY BOUNDARY,

1) NORTH 43°28'59" EAST (S43°28'54" W PER ROS S1997-08-0594) 583.21 FEET TO A POINT OF CURVATURE AND A NUMBER 5 REBAR AND CAP STAMPED PLS 356548;

2) NORTHERLY 197.61 FEET ALONG THE ARC OF A 416.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 46°31'01" WEST) THROUGH A CENTRAL ANGLE OF 27°11'02" TO A POINT OF TANGENCY AND A NUMBER 5 REBAR AND CAP STAMPED PLS 356548;

3) NORTH 16°17'57" EAST (N16°17'52" E PER ROS S1997-08-0594) 99.35 FEET TO THE POINT OF BEGINNING.

Tax Parcel Nos.: 33-14-200-001-0000, 33-14-200-004-0000, 33-14-200-005-0000, and 33-14-400-007-0000.

AND LESS AND EXCEPTING ALL OF THE FOLLOWING PROPERTY:

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

INDEPENDENCE AT THE POINT, PHASE 1

Located in the Northeast 1/4 of Section 14 Township 4 South, Range 1 West, Salt Lake Base & Meridian and more particularly described as follows:

Beginning at the Northeast Corner of Section 14, T4S, R1W, S.L.B.&M. (basis of bearing: S89°46'54" W from the Northeast Corner to the North 1/4 Corner of Section 14, T4S, R1W, S.L.B.&M.) thence S11°21'38" W 380.46 feet; thence N78°13'55" W 106.09 feet; thence along the arc of a 1548.00 foot radius non-tangent curve (radius bears: N78°13'55" W) to the right 15.31 feet through a central angle of 0°34'00" (chord bears: S12°03'05" W 15.31 feet); thence N77°39'55" W 118.00 feet; thence along the arc

of a 1430.00 foot radius non-tangent curve (radius bears: N77°39'55"W) to the right 973.30 feet through a central angle of 38°59'49" (chord bears: S31°50'00"W 954.62 feet); thence along the arc of a 780.00 foot radius non-tangent curve (radius bears: N41°00'21"E) to the right 569.84 feet through a central angle of 41°51'31" (chord bears: N28°03'54"W 557.25 feet); thence N7°08'08"W 191.40 feet; thence along the arc of a 300.00 foot radius curve to the left 161.26 feet through a central angle of 30°47'51" (chord bears: N22°32'04"W 159.32 feet); thence N52°04'00"E 60.00 feet; thence N89°43'51"E 48.71 feet; thence N0°16'09"W 97.50 feet; thence N6°11'34"E 35.18 feet; thence N0°16'22"W 149.77 feet to the north line of Section 14, T4S, R1W, SLB&M; thence N89°46'54"E along said section line 1049.14 feet to the point of beginning

Contains: ±18.0 Acres

COMMERCIAL LOT 1

Located in the Northwest 1/4 of Section 13 Township 4 South, Range 1 West, Salt Lake Base & Meridian and more particularly described as follows:

Beginning at the southeast corner of Phase 2, Bluffdale Heights Commercial Park Subdivision, said point being located S89°39'36"E along the section line 437.36 feet and South 1,388.39 feet from the Northwest Corner of Section 13, T4S, R1W, S.L.B.&M.; thence along the southerly boundary of said subdivision of the following five (5) courses: N17°30'08"E 59.14 feet; thence along the arc of a 700.00 foot radius curve to the right 71.30 feet through a central angle of 5°50'10" (chord bears: N20°25'13"E 71.27 feet); thence along the arc of a 45.00 foot radius curve to the right 72.27 feet through a central angle of 92°00'55" (chord bears: N69°20'45"E 64.75 feet); thence along the arc of a 275.00 foot radius curve to the left 63.98 feet through a central angle of 13°19'49" (chord bears: S71°18'42"E 63.84 feet); thence S77°58'36"E 151.97 feet; thence S21°55'35"W 190.97 feet; thence N78°50'19"W 251.49 feet; thence N9°21'41"E 35.02 feet to the point of beginning.

Contains ±1.15 Acres

COMMERCIAL LOT 2

Located in the Northwest 1/4 of Section 13 Township 4 South, Range 1 West, Salt Lake Base & Meridian and more particularly described as follows:

Beginning at a point on the southerly line of Phase 2, Bluffdale Heights Commercial Park Subdivision, said point being located S89°39'36"E along the section line 749.72 feet and South 1,292.62 feet from the Northwest Corner of Section 13, T4S, R1W, S.L.B.&M.; thence S77°58'36"E along the southerly boundary of said subdivision 237.74 feet; thence along that real property at Entry No. 7137991:1998 in the Office of the Salt Lake County Recorder the following three (3) courses: S30°08'53"W 131.59 feet; thence along the arc of a 800.00 foot radius curve to the right 191.59 feet through a central angle of 13°43'18" (chord bears: S37°00'32"W 191.13 feet); thence S43°52'11"W 443.27 feet; thence N21°55'35"E 685.05 feet to the point of beginning.

Contains ±2.17 Acres

EXHIBIT B

Legal Description of PP Property

Land situated in Salt Lake County, State of Utah, and more particularly described as follows:

PARCEL 3:

A PARCEL OF LAND LYING AND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 12, THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13 AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BLUFFDALE CITY, SALT LAKE COUNTY, UTAH. COMPRISING 40.73 ACRES, 1,774,032 SQ. FT. OF THE FOLLOWING FOUR (4) PARCELS OF LAND, 27.43 ACRES OF PARCEL 33-12-300-062 DESCRIBED IN THAT CERTAIN CORRECTION SPECIAL WARRANTY DEED RECORDED AS ENTRY 10552732, IN BOOK 9655, AT PAGE 4786 OF THE SALT LAKE COUNTY RECORDS, 203 SQUARE FEET OF PARCEL 33-12-300-061 DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AS ENTRY 10552733, IN BOOK 9655, AT PAGE 4791 OF SAID RECORDS, 4.11 ACRES OF PARCEL 33-12-300-057 DESCRIBED IN THAT CERTAIN CORRECTION SPECIAL WARRANTY DEED RECORDED AS ENTRY 10552731, IN BOOK 9655, AT PAGE 4781 OF SAID RECORDS, AND 9.19 ACRES OF PARCEL 33-12-300-058 RECORDED AS ENTRY 10552730, IN BOOK 9655, AT PAGE 4786 OF SAID RECORDS. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 00°08'07" EAST 2632.68 FEET (MEASURED) COINCIDENT WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12, THENCE NORTH 00°08'07" EAST 1204.92 FEET COINCIDENT WITH SAID WEST QUARTER SECTION LINE TO A NUMBER 5 REBAR AND PLASTIC CAP STAMPED PLS 356548 AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 00°08'07" EAST 405.28 FEET COINCIDENT WITH SAID QUARTER SECTION LINE TO A POINT ON THE CENTER LINE OF THE SOUTH JORDAN CANAL;
THENCE THE FOLLOWING THREE (3) COURSES COINCIDENT WITH THE CENTER LINE OF SAID CANAL
1) NORTH 80°55'16" EAST 116.91 FEET TO A POINT OF CURVATURE;
2) NORTHEASTERLY 188.74 FEET ALONG THE ARC OF A 230.87 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 09°04'44" WEST) THROUGH A CENTRAL ANGLE OF 46°50'21" TO A POINT OF TANGENCY;
3) NORTH 34°04'55" EAST 397.03 FEET; THENCE SOUTH 56°52'06" EAST 63.09 FEET; THENCE SOUTH 49°52'47" EAST 121.47 FEET TO A POINT ON THE ARC OF A 330.00 FOOT RADIUS CURVE; THENCE EASTERLY 294.23 FEET ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 52°05'05" EAST) THROUGH A CENTRAL ANGLE OF 51°05'04" TO A POINT OF TANGENCY; THENCE NORTH 88°59'59" EAST 65.99 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 55.23 FEET ALONG THE ARC OF A 398.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 01°00'01" WEST) THROUGH A CENTRAL ANGLE OF 07°57'03"; THENCE SOUTH 47°24'53" EAST 578.89 FEET; THENCE NORTH 57°06'17" EAST 188.02 FEET; THENCE NORTH 52°58'41" EAST 76.48 FEET; THENCE NORTH 71°11'56" EAST 157.56 FEET; THENCE SOUTH 27°15'28" EAST 75.55 FEET; THENCE NORTH 42°48'13" EAST 230.94 FEET; THENCE SOUTH 00°04'08" WEST 274.12 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE DRAPER IRRIGATION CANAL AS LOCATED ON THE GROUND BY

MCNEIL ENGINEERING AND DEPICTED ON THAT CERTAIN RECORD OF SURVEY FILED WITH THE SALT LAKE COUNTY SURVEYOR AS FILE NUMBER S1997-08-0594; THENCE THE FOLLOWING SEVEN (7) COURSES COINCIDENT WITH SAID CANAL RIGHT OF WAY,

- 1) SOUTH 58°27'59" WEST (S58°27'54"W PER SAID ROS) 477.16 FEET TO A POINT OF CURVATURE;
- 2) SOUTHERLY 197.72 FEET ALONG THE ARC OF A 533.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 31°32'01" EAST) THROUGH A CENTRAL ANGLE OF 21°15'15" TO A POINT OF TANGENCY;
- 3) SOUTH 37°12'44" WEST (S37°12'39"W PER SAID ROS) 661.29 FEET;
- 4) SOUTH 29°29'26" WEST (S29°29'21"W PER SAID ROS) 448.17 FEET;
- 5) SOUTH 20°59'08" WEST (S20°59'03"W PER SAID ROS) 432.80 FEET;
- 6) SOUTH 27°35'54" WEST (S27°35'49"W PER SAID ROS) 108.23 FEET;
- 7) SOUTH 34°57'14" WEST (S34°57'09"W PER SAID ROS) 639.45 FEET;

THENCE NORTH 52°08'00" WEST 307.76 FEET; THENCE NORTH 62°10'55" WEST 88.46 FEET TO A POINT ON THE ARC OF A 550.40 FOOT RADIUS CURVE; THENCE NORTHERLY 267.78 FEET ALONG THE ARC OF SAID 550.40 FOOT RADIUS CURVE TO THE LEFT (CENTER BEAR S NORTH 62°31'09" WEST) THROUGH A CENTRAL ANGLE OF 27°52'31" TO A POINT OF TANGENCY; THENCE NORTH 00°07'52" EAST 122.60 FEET TO THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°39'39" EAST 399.96 FEET COINCIDENT WITH THE NORTH LINE OF SAID SECTION 13 TO A POINT ON THE ARC OF A 6156.00 FOOT RADIUS CURVE AND A NUMBER 5 REBAR AND PLASTIC CAP STAMPED PLS 356548; THENCE NORTHEASTERLY 1080.30 FEET ALONG THE ARC OF SAID 6156.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 70°34'07" EAST) THROUGH A CENTRAL ANGLE OF 10°03'17" TO A POINT OF COMPOUND CURVATURE AND A NUMBER 5 REBAR AND PLASTIC CAP STAMPED PLS 356548; THENCE NORTHEASTERLY 285.82 FEET ALONG THE ARC OF A 1185.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 60°30'50" EAST) THROUGH A CENTRAL ANGLE OF 13°49'10" TO A NUMBER 5 REBAR AND PLASTIC CAP STAMPED PLS 356548; THENCE SOUTH 89°45'20" WEST 1013.01 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A PARCEL OF LAND LYING AND SITUATE IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BLUFFDALE CITY, SALT LAKE COUNTY, UTAH. COMPRISING 20.00 ACRES, 871,169 SQ. FT. OF THE FOLLOWING FOUR (4) PARCELS OF LAND, 1.39 ACRES OF PARCEL 33-12-300-059 DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AS ENTRY 10586746, IN BOOK 9668, AT PAGE 4506 OF THE SALT LAKE COUNTY RECORDS, 3.25 ACRES OF PARCEL 33-12-300-060 DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AS ENTRY 10586754, IN BOOK 9668, AT PAGE 4555 OF SAID RECORDS, 13.30 ACRES OF PARCEL 33-12-300-061 DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AS ENTRY 10552733, IN BOOK 9655, AT PAGE 4791, AND 2.07 ACRES OF PARCEL 33-12-300-062 DESCRIBED IN THAT CERTAIN CORRECTIVE SPECIAL WARRANTY DEED RECORDED AS ENTRY 10552732, IN BOOK 9655, AT PAGE 4786 OF SAID RECORDS. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 00°08'07" EAST 2632.68 FEET (MEASURED) COINCIDENT WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12, THENCE NORTH 00°08'07" EAST 2057.23 FEET COINCIDENT WITH SAID WEST QUARTER SECTION LINE; THENCE SOUTH 89°51'53" EAST 491.67 FEET TO A POINT ON THE CENTER LINE OF THE SOUTH JORDAN CANAL AND THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING THREE (3) COURSES COINCIDENT WITH THE CENTER LINE OF SAID CANAL

1) NORTHERLY 198.50 FEET ALONG THE ARC OF A 662.88 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 55°55'05" EAST) THROUGH A CENTRAL ANGLE OF 17°09'27" TO A POINT OF TANGENCY;

2) NORTH 51°14'22" EAST 470.29 FEET TO A POINT OF CURVATURE;

3) NORTHERLY 147.55 FEET ALONG THE ARC OF AN 806.39 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 38°45'38" WEST) THROUGH A CENTRAL ANGLE OF 10°29'02" TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 14600 SOUTH STREET; THENCE SOUTH 89°55'42" EAST 901.10 FEET COINCIDENT WITH SAID RIGHT OF WAY LINE; THENCE SOUTH 00°04'08" WEST 611.25 FEET; THENCE SOUTH 42°48'13" WEST 230.94 FEET; THENCE NORTH 27°15'28" WEST 75.55 FEET; THENCE SOUTH 71°11'56" WEST 157.56 FEET; THENCE SOUTH 52°58'41" WEST 76.48 FEET; THENCE SOUTH 57°06'17" WEST 188.02 FEET; THENCE NORTH 47°24'53" WEST 578.89 FEET TO A POINT ON THE ARC OF A 398.00 FOOT RADIUS CURVE; THENCE WESTERLY 55.23 FEET ALONG THE ARC OF SAID 398.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 08°57'04" WEST) THROUGH A CENTRAL ANGLE OF 07°57'03" TO A POINT OF TANGENCY; THENCE SOUTH 88°59'59" WEST 65.99 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 294.23 FEET ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 01°00'01" EAST) THROUGH A CENTRAL ANGLE OF 51°05'04"; THENCE NORTH 49°52'47" WEST 121.42 FEET; THENCE NORTH 56°52'06" WEST 63.13 FEET TO THE POINT OF BEGINNING.

PARCEL 7:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°39'55" EAST ALONG THE SECTION LINE 669.85 FEET TO THE WEST RIGHT OF WAY LINE OF THE UTAH LAKE IRRIGATION COMPANY CANAL; THENCE ALONG SAID CANAL THE FOLLOWING FIVE COURSES: SOUTH 24°30'24" WEST 54.94 FEET; THENCE SOUTH 34°56'34" WEST 818.58 FEET; THENCE SOUTH 43°04'25" WEST 324.43 FEET TO THE P.C. OF A 447.696 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 212.03 FEET (DELTA 27°08'07", CHORD BEARS SOUTH 29°30'22" WEST 210.053 FEET); THENCE SOUTH 15°56'18" WEST 179.43 FEET; THENCE NORTH 82°50'15" WEST 67.30 FEET; THENCE NORTH 11°21'20" EAST 1334.98 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EXISTING RIGHT OF WAY ADJOINING THE WEST AND RUNNING THENCE SOUTHWESTERLY TO WHERE THE SAID RIGHT OF WAY JOINS THE RIGHT OF WAY WHICH RUNS ALONG THE EASTERLY SIDE OF THE DRAPER IRRIGATION COMPANY CANAL; THENCE ACROSS THE BRIDGE OVER SAID CANAL AND NORTHERLY ALONG SAID CANAL TO THE CANAL RIGHT OF WAY.

LESS AND EXCEPTING THAT THAT PORTION GRANTED TO ARTEMIS INVESTMENTS, LLC AS DISCLOSED IN LOT LINE ADJUSTMENT AND BOUNDARY LINE AGREEMENT RECORDED MARCH 9, 2011 AS ENTRY NO. 11147613 IN BOOK 9910 AT PAGES 5746-5756

OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN RUNNING THENCE NORTH 00°08'07" EAST 1204.92 FEET COINCIDENT WITH SAID WEST QUARTER SECTION LINE TO A NUMBER 5 REBAR AND PLASTIC CAP STAMPED PLS 356548 AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 00°08'07" EAST 405.28 FEET COINCIDENT WITH SAID QUARTER SECTION LINE TO A POINT ON THE CENTER LINE OF THE SOUTH JORDAN CANAL;
THENCE THE FOLLOWING THREE (3) COURSES COINCIDENT WITH THE CENTER LINE OF SAID CANAL 1) NORTH 80°55'16" EAST 116.91 FEET TO A POINT OF CURVATURE;
2) NORTHEASTERLY 188.74 FEET ALONG THE ARC OF A 230.87 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 09°04'44" WEST) THROUGH A CENTRAL ANGLE OF 46°50'21" TO A POINT OF TANGENCY;
3) NORTH 34°04'55" EAST 397.03 FEET;
THENCE SOUTH 56°52'06" EAST 63.09 FEET;
THENCE SOUTH 49°52'47" EAST 121.47 FEET TO A POINT ON THE ARC OF A 330.00 FOOT RADIUS CURVE;
THENCE EASTERLY 294.23 FEET ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 52°05'05" EAST) THROUGH A CENTRAL ANGLE OF 51°05'04" TO A POINT OF TANGENCY;
THENCE NORTH 88°59'59" EAST 65.99 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 55.23 FEET ALONG THE ARC OF A 398.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 01°00'01" WEST) THROUGH A CENTRAL ANGLE OF 07°57'03";
THENCE SOUTH 47°24'53" EAST 578.89 FEET;
THENCE NORTH 57°06'17" EAST 188.02 FEET;
THENCE NORTH 52°58'41" EAST 76.48 FEET;
THENCE NORTH 71°11'56" EAST 157.56 FEET;
THENCE SOUTH 27°15'28" EAST 75.55 FEET;
THENCE NORTH 42°48'13" EAST 230.94 FEET;
THENCE SOUTH 00°04'08" WEST 274.12 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE DRAPER IRRIGATION CANAL AS LOCATED ON THE GROUND BY MCNEIL ENGINEERING AND DEPICTED ON THAT CERTAIN RECORD OF SURVEY FILED WITH THE SALT LAKE COUNTY SURVEYOR AS FILE NUMBER S1997-08-0594;
THENCE THE FOLLOWING SEVEN (7) COURSES COINCIDENT WITH SAID CANAL RIGHT OF WAY,
1) SOUTH 58°27'59" WEST (S58°27'54"W PER SAID ROS) 477.16 FEET TO A POINT OF CURVATURE;
2) SOUTHERLY 197.72 FEET ALONG THE ARC OF A 533.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 31°32'01" EAST) THROUGH A CENTRAL ANGLE OF 21°15'15" TO A POINT OF TANGENCY;
3) SOUTH 37°12'44" WEST (S37°12'39"W PER SAID ROS) 661.29 FEET;
4) SOUTH 29°29'26" WEST (S29°29'21"W PER SAID ROS) 448.17 FEET;
5) SOUTH 20°59'08" WEST (S20°59'03"W PER SAID ROS) 432.80 FEET;
6) SOUTH 27°35'54" WEST (S27°35'49"W PER SAID ROS) 108.23 FEET;
7) SOUTH 34°57'14" WEST (S34°57'09"W PER SAID ROS) 639.45 FEET;
THENCE NORTH 52°08'00" WEST 307.76 FEET;
THENCE NORTH 62°10'55" WEST 88.46 FEET TO A POINT ON THE ARC OF A 550.40 FOOT RADIUS CURVE;

THENCE NORTHERLY 267.78 FEET ALONG THE ARC OF SAID 550.40 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 62°31'09" WEST) THROUGH A CENTRAL ANGLE OF 27°52'31" TO A POINT OF TANGENCY;
THENCE NORTH 00°07'52" EAST 122.60 FEET TO THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;
THENCE SOUTH 89°39'39" EAST 399.96 FEET COINCIDENT WITH THE NORTH LINE OF SAID SECTION 13 TO A POINT ON THE ARC OF A 6156.00 FOOT RADIUS CURVE AND A NUMBER 5 REBAR AND PLASTIC CAP STAMPED PLS 356548;
THENCE NORTHEASTERLY 1080.30 FEET ALONG THE ARC OF SAID 6156.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 70°34'07" EAST) THROUGH A CENTRAL ANGLE OF 10°03'17" TO A POINT OF COMPOUND CURVATURE AND A NUMBER 5 REBAR AND PLASTIC CAP STAMPED PLS 356548;
THENCE NORTHEASTERLY 285.82 FEET ALONG THE ARC OF A 1185.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 60°30'50" EAST) THROUGH A CENTRAL ANGLE OF 13°49'10" TO A NUMBER 5 REBAR AND PLASTIC CAP STAMPED PLS 356548;
THENCE SOUTH 89°45'20" WEST 1013.01 FEET TO THE POINT OF BEGINNING.

PARCEL 10:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

TOGETHER WITH A 50 FOOT RIGHT OF WAY FOR LIMITED USE OF A PRIVATE DRIVEWAY AND UTILITIES IN ACCORDANCE WITH THE RESERVATIONS AND LIMITATION OF USE AS DISCLOSED BY THAT CERTAIN LIMITED EASEMENT GRANT RECORDED FEBRUARY 27, 1979 AS ENTRY NO. 3242582 IN BOOK 4820 AT PAGE 558 OF OFFICIAL RECORDS AND BEING DESCRIBED AS FOLLOWS:

THE WEST 25 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

THE EAST 25 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

ALSO TOGETHER WITH AN EASEMENT FOR THE PERPETUAL RIGHT OF INGRESS AND EGRESS OVER A 50 FOOT PRIVATE RIGHT OF WAY AS DISCLOSED BY THAT CERTAIN GRANT OF EASEMENT RECORDED MARCH 29, 1996 AS ENTRY NO. 6317214 IN BOOK 7363 AT PAGE 2407, OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS WEST 2512.45 FEET AND SOUTH 32.52 FEET FROM THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 49°13'42" WEST 155.87 FEET; THENCE SOUTH 00°59'54" WEST 1276.37 FEET; THENCE NORTH 89°00'06" WEST 50.00 FEET; THENCE NORTH 00°59'54" EAST 1299.03 FEET; THENCE NORTH 49°13'42" EAST 106.84 FEET; THENCE NORTH 84°12'50" EAST 87.18 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM THE PARCEL FIRST DESCRIBED ABOVE, ANY PORTION OF SAID PROPERTY LYING WITHIN THE BOUNDS OF THE DENVER AND RIO GRANDE RAILROAD RIGHT-OF-WAY. ALSO LESS AND EXCEPTING FOR THE PARCEL FIRST DESCRIBED ABOVE THAT CERTAIN TRACT OF LAND CONVEYED TO UTAH POWER AND LIGHT COMPANY, A CORPORATION, BY WARRANTY DEED RECORDED JULY 21, 1977 AS ENTRY NO. 2972534 IN BOOK 4521 AT PAGE 260 OF OFFICIAL RECORDS.

ALSO LESS AND EXCEPTING, FROM THE PARCEL FIRST DESCRIBED ABOVE, THE FOLLOWING TRACT OF LAND:

BEGINNING SOUTH 1320.00 FEET, MORE OR LESS TO THE FORTY ACRE LINE AND WEST 39.71 FEET FROM THE CENTER OF SAID SECTION 11, THENCE SOUTH 10°19'00" WEST 95.00 FEET; THENCE NORTH 52°26'29" WEST 153.33 FEET; THENCE EAST 138.56 FEET TO THE POINT OF BEGINNING.

PARCEL 11:

BEGINNING SOUTH 1320 FEET MORE OR LESS AND WEST 25 FEET FROM THE CENTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 39.71 FEET; THENCE NORTH 08°09'21" EAST 279.88 FEET; THENCE SOUTH 277.05 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 50 FOOT RIGHT OF WAY FOR LIMITED USE OF A PRIVATE DRIVEWAY AND UTILITIES IN ACCORDANCE WITH THE RESERVATIONS AND LIMITATION OF USE AS DISCLOSED BY THAT CERTAIN LIMITED EASEMENT GRANT RECORDED FEBRUARY 27, 1979 AS ENTRY NO. 3242582 IN BOOK 4820 AT PAGE 558, OFFICIAL RECORDS AND BEING DESCRIBED AS FOLLOWS:

THE WEST 25 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

THE EAST 25 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

ALSO TOGETHER WITH AN EASEMENT FOR THE PERPETUAL RIGHT OF INGRESS AND EGRESS OVER A 50 FOOT PRIVATE RIGHT OF WAY AS DISCLOSED BY THAT CERTAIN GRANT OF EASEMENT RECORDED MARCH 29, 1996 AS ENTRY NO. 6317214 IN BOOK 7363 AT PAGE 2407 OF OFFICIAL RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS WEST 2512.45 FEET AND SOUTH 32.52 FEET FROM THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 49°13'42" WEST 155.87 FEET; THENCE SOUTH 00°59'54" WEST 1276.67 FEET; THENCE NORTH 89°00'06" WEST 50.00 FEET; THENCE NORTH 00°59'54" EAST 1299.03 FEET; THENCE NORTH 49°13'42" EAST 106.84 FEET; THENCE NORTH 84°12'50" EAST 87.18 FEET TO THE POINT OF BEGINNING.

PARCEL 13:

BEGINNING AT A POINT WHICH IS NORTH 89°32'53" EAST ALONG THE SECTION LINE 902.40 FEET FROM THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°32'53" EAST 453.29 FEET TO THE WEST SIDE OF THE JORDAN CANAL; THENCE ALONG SAID WEST SIDE OF THE JORDAN CANAL THE FOLLOWING 12 (TWELVE) COURSES, SOUTH 38°01'57" EAST 93.09 FEET; SOUTH 35°56'32" EAST 195.82 FEET; SOUTH 44°03'00" EAST 134.46 FEET; SOUTH 47°47'33" EAST 60.46 FEET TO THE POINT OF A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 173.45 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 33°55'53" EAST)(CENTER BEARS SOUTH 39°53'33" WEST), THROUGH A CENTRAL ANGLE OF 32°21'08", A DISTANCE OF 97.94 FEET; SOUTH 17°45'19" EAST 117.02 FEET; SOUTH 09°01'33" EAST 117.94 FEET; SOUTH 10°29'22" WEST 148.11 FEET; SOUTH 06°12'20" WEST 96.75 FEET; SOUTH 22°11'09" WEST 124.32 FEET; SOUTH 36°22'30" WEST 198.75 FEET TO THE POINT OF A NON-TANGENT CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 216.70 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 57°30'43" EAST), THROUGH A CENTRAL ANGLE OF 14°54'24" A DISTANCE OF 56.38 FEET; THENCE LEAVING SAID WEST SIDE OF THE JORDAN CANAL, NORTH 72°25'06" WEST 203.90 FEET; THENCE NORTH 66°14'53" WEST 144.10 FEET; THENCE SOUTH 23°45'07" WEST 3.78 FEET; THENCE NORTH 66°14'53" WEST 36.00 FEET; THENCE SOUTH 23°45'07" WEST 87.86 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF 536.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22°23'53", A DISTANCE OF 209.53 FEET; THENCE SOUTH 88°08'43" WEST 221.22 FEET TO THE POINT OF A NON-TANGENT CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A 204.15 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 73°23'23" WEST), THROUGH A CENTRAL ANGLE OF 86°45'42", A DISTANCE OF 309.14 FEET; THENCE NORTH 23°45'07" EAST 108.91 FEET TO THE POINT OF A NON-TANGENT CURVE; THENCE WESTERLY ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 20°25'47" WEST), THROUGH A CENTRAL ANGLE OF 21°45'19", A DISTANCE OF 113.91 FEET; THENCE NORTH 01°19'32" WEST 70.00 FEET; THENCE NORTH 00°43'28" WEST 57.59 FEET TO THE POINT OF A NON-TANGENT CURVE; THENCE WESTERLY ALONG THE ARC OF A 231.32 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 07°23'56" WEST), THROUGH A CENTRAL ANGLE OF 32°35'28", A DISTANCE OF 131.58 FEET; THENCE NORTH 22°39'17" WEST 23.83 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF 70.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 44°10'13" DISTANCE OF 53.96 FEET; THENCE NORTH 64°42'13" WEST 152.88 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 25°15'12" EAST 268.88 FEET TO THE POINT OF A NON-TANGENT CURVE; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, NORTHEASTERLY ALONG THE ARC OF A 205.54 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 63°53'00" EAST), THROUGH A CENTRAL ANGLE OF 64°59'29" A DISTANCE OF 233.15 FEET; THENCE SOUTH 87°52'28" EAST 169.97 FEET; THENCE NORTH 02°07'32" EAST 433.77 FEET TO THE POINT OF BEGINNING.

PARCEL 14:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE DENVER & RIO GRANDE RAILROAD, SAID POINT BEING NORTH 89°32'53" EAST 413.86 FEET ALONG THE SECTION LINE AND 781.83 FEET SOUTH FROM THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE, LEAVING SAID EASTERLY RIGHT OF WAY LINE, SOUTH 64°42'13" EAST 152.15

FEET; THENCE SOUTHEASTERLY 53.96 FEET ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE LEFT, (CENTER BEARS SOUTH 68°29'04" EAST), THROUGH A CENTRAL ANGLE OF 44°10'13"; THENCE SOUTH 22°39'17" EAST 23.83 FEET; THENCE NORTHEASTERLY 131.58 FEET ALONG THE ARC OF A 231.32 FOOT RADIUS CURVE TO THE RIGHT, (CENTER BEARS SOUTH 25°11'32" EAST), THROUGH A CENTRAL ANGLE OF 32°35'28"; THENCE SOUTH 00°43'28" EAST 57.59 FEET; THENCE SOUTH 01°19'32" EAST 70.00 FEET; THENCE SOUTHEASTERLY 113.91 FEET ALONG THE ARC OF 300 FOOT RADIUS CURVE TO THE RIGHT, (CENTER BEARS SOUTH 01°19'32" EAST), THROUGH A CENTRAL ANGLE OF 21°45'19"; THENCE SOUTH 23°45'07" WEST 108.91 FEET; THENCE SOUTHEASTERLY 309.14 FEET ALONG THE ARC OF 204.15 FOOT RADIUS CURVE TO THE RIGHT, (CENTER BEARS SOUTH 19°50'55" WEST, THROUGH A CENTRAL ANGLE OF 86°45'42"; THENCE NORTH 88°08'43" EAST 221.22; THENCE SOUTH 01°47'33" EAST 58.76 FEET; THENCE SOUTHEASTERLY 54.99 FEET ALONG THE ARC OF 536.00 FOOT RADIUS CURVE TO THE LEFT, (CENTER BEARS NORTH 85°04'16" EAST), THROUGH A CENTRAL ANGLE OF 05°52'40"; THENCE SOUTH 10°48'24" EAST 281.86 FEET; THENCE SOUTHEASTERLY 168.21 FEET ALONG THE ARC OF A 614.00 FOOT RADIUS CURVE TO THE RIGHT, (CENTER BEARS SOUTH 79°11'36" WEST), THROUGH A CENTRAL ANGLE OF 15°41'48" TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY 23.74 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, (CENTER BEARS NORTH 85°06'35" WEST), THROUGH A CENTRAL ANGLE OF 90°39'51"; THENCE SOUTH 03°34'27" WEST 60.04 FEET; THENCE NORTH 88°11'51" WEST 428.78 FEET; THENCE SOUTHERLY 23.53 FEET ALONG THE ARC OF A 15.06 FOOT RADIUS CURVE TO THE LEFT, (CENTER BEARS SOUTH 01°23'27" WEST), THROUGH A CENTRAL ANGLE OF 89°30'55"; THENCE NORTH 88°19'55" WEST 60.00 FEET; THENCE WESTERLY 23.40 FEET ALONG THE ARC OF 15.00 FOOT RADIUS CURVE TO TO LEFT, (CENTER BEARS NORTH 88°21'50" WEST), THROUGH A CENTRAL ANGLE OF 89°21'47" TO A POINT OF REVERSE CURVATURE; THENCE RUNNING NORTHWESTERLY 137.56 FEET ALONG THE ARC OF A 530.00 FOOT RADIUS CURVE TO THE RIGHT, (CENTER BEARS NORTH 02°16'23" EAST), THROUGH A CENTRAL ANGLE OF 14°52'16" TO A POINT OF COMPOUND CURVATURE; THENCE RUNNING NORTHWESTERLY 406.67 FEET ALONG THE ARC OF A 578.66 FOOT RADIUS CURVE TO THE RIGHT, (CENTER BEARS NORTH 18°25'48" EAST), THROUGH A CENTRAL ANGLE OF 40°16'00" TO A POINT OF REVERSE CURVATURE; THENCE RUNNING SOUTHWESTERLY 23.56 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, (CENTER BEARS SOUTH 53°54'17" WEST), THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE NORTH 38°53'29" WEST 89.13 FEET; THENCE NORTHERLY 49.92 FEET ALONG THE ARC OF 50.00 FOOT RADIUS CURVE TO THE RIGHT, (CENTER BEARS NORTH 44°38'29" EAST), THROUGH A CENTRAL ANGLE OF 57°12'10"; THENCE NORTH 78°09'21" WEST 73.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 25°05'57" EAST 904.23 FEET TO THE POINT OF BEGINNING.

PARCEL 15:

BEGINNING AT A POINT SOUTH 2825.49 FEET (2814.00 FEET DEED) AND WEST 4497.00 FEET (4497 FEET DEED) FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE DOUGLAS DAY PROPERTY, RUNNING THENCE SOUTH 00°18'53" WEST 599.00 FEET; THENCE SOUTH 43°15'00" WEST 134.50 FEET; THENCE SOUTH 66°00'00" WEST 200.00 FEET; THENCE NORTH 59°00'00" WEST 390.00 FEET; THENCE NORTH 73°45'00" WEST 778.47 FEET (784 FEET DEED) TO A POINT TWO RODS EAST OF THE D & R G RAILROAD RIGHT-OF-WAY; THENCE PARALLEL TO SAID EAST RIGHT-OF-WAY LINE THE

FOLLOWING THREE COURSES (ONE COURSE NORTH 22°45' EAST 456 FEET CALLED FOR IN DEED); 1) NORTHEASTERLY 270.34 FEET ALONG THE ARC OF A 1801.71 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08°35'49" (CHORD BEARS NORTH 18°20'02" EAST 270.09 FEET); 2) NORTHEASTERLY 160.30 FEET ALONG THE ARC OF A 3673.52 FOOT RADIUS COMPOUND CURVE TO THE RIGHT; THROUGH A CENTRAL ANGLE OF 02°30'00" (CHORD BEARS NORTH 23°52'57" EAST 160.28 FEET); 3) NORTH 25°05'57" EAST 13.65 FEET TO THE SOUTH LINE OF THE DOUGLAS DAY PROPERTY THENCE SOUTH 87°21'07" EAST ALONG THE SOUTH SIDE OF THE DOUGLAS DAY PROPERTY 1205.47 FEET (SOUTH 87° EAST 1194 FEET DEED) TO THE POINT OF BEGINNING.

THE REAL PROPERTY DESCRIBED ABOVE SHALL BE ***LESS AND EXCEPTING*** ANY ROADWAYS OR STREETS DEDICATED ON (I) THAT CERTAIN PLAT RECORDED WITH THE SALT LAKE COUNTY RECORDER'S OFFICE ON MAY 12, 2011 AS ENTRY NO. 11181330, IN BOOK 9924 AT PAGE 336, AND (II) THAT CERTAIN PLAT RECORDED WITH THE SALT LAKE COUNTY RECORDER'S OFFICE ON MAY 12, 2011 AS ENTRY NO. 11181331, IN BOOK 9924 AT PAGE 337.

(The parcel number references used above relate to how such parcels are commonly known to the parties and are not part of the actual legal descriptions therefor.)

EXHIBIT C

Legal Description of Independence Property

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

INDEPENDENCE AT THE POINT, PHASE 1

Located in the Northeast 1/4 of Section 14 Township 4 South, Range 1 West, Salt Lake Base & Meridian and more particularly described as follows:

Beginning at the Northeast Corner of Section 14, T4S, R1W, S.L.B.&M. (basis of bearing: S89°46'54"W from the Northeast Corner to the North 1/4 Corner of Section 14, T4S, R1W, S.L.B.&M.) thence S11°21'38"W 380.46 feet; thence N78°13'55"W 106.09 feet; thence along the arc of a 1548.00 foot radius non-tangent curve (radius bears: N78°13'55"W) to the right 15.31 feet through a central angle of 0°34'00" (chord bears: S12°03'05"W 15.31 feet); thence N77°39'55"W 118.00 feet; thence along the arc of a 1430.00 foot radius non-tangent curve (radius bears: N77°39'55"W) to the right 973.30 feet through a central angle of 38°59'49" (chord bears: S31°50'00"W 954.62 feet); thence along the arc of a 780.00 foot radius non-tangent curve (radius bears: N41°00'21"E) to the right 569.84 feet through a central angle of 41°51'31" (chord bears: N28°03'54"W 557.25 feet); thence N7°08'08"W 191.40 feet; thence along the arc of a 300.00 foot radius curve to the left 161.26 feet through a central angle of 30°47'51" (chord bears: N22°32'04"W 159.32 feet); thence N52°04'00"E 60.00 feet; thence N89°43'51"E 48.71 feet; thence N0°16'09"W 97.50 feet; thence N6°11'34"E 35.18 feet; thence N0°16'22"W 149.77 feet to the north line of Section 14, T4S, R1W, SLB&M; thence N89°46'54"E along said section line 1049.14 feet to the point of beginning

Contains: ±18.0 Acres

COMMERCIAL LOT 1

Located in the Northwest 1/4 of Section 13 Township 4 South, Range 1 West, Salt Lake Base & Meridian and more particularly described as follows:

Beginning at the southeast corner of Phase 2, Bluffdale Heights Commercial Park Subdivision, said point being located S89°39'36"E along the section line 437.36 feet and South 1,388.39 feet from the Northwest Corner of Section 13, T4S, R1W, S.L.B.&M.; thence along the southerly boundary of said subdivision of the following five (5) courses: N17°30'08"E 59.14 feet; thence along the arc of a 700.00 foot radius curve to the right 71.30 feet through a central angle of 5°50'10" (chord bears: N20°25'13"E 71.27 feet); thence along the arc of a 45.00 foot radius curve to the right 72.27 feet through a central angle of 92°00'55" (chord bears: N69°20'45"E 64.75 feet); thence along the arc of a 275.00 foot radius curve to the left 63.98 feet through a central angle of 13°19'49" (chord bears: S71°18'42"E 63.84 feet); thence S77°58'36"E 151.97 feet; thence S21°55'35"W 190.97 feet; thence N78°50'19"W 251.49 feet; thence N9°21'41"E 35.02 feet to the point of beginning.

Contains ±1.15 Acres

COMMERCIAL LOT 2

Located in the Northwest 1/4 of Section 13 Township 4 South, Range 1 West, Salt Lake Base & Meridian and more particularly described as follows:

Beginning at a point on the southerly line of Phase 2, Bluffdale Heights Commercial Park Subdivision, said point being located S89°39'36"E along the section line 749.72 feet and South 1,292.62 feet from the Northwest Corner of Section 13, T4S, R1W, S.L.B.&M.; thence S77°58'36"E along the southerly boundary of said subdivision 237.74 feet; thence along that real property at Entry No. 7137991:1998 in the Office of the Salt Lake County Recorder the following three (3) courses: S30°08'53"W 131.59 feet; thence along the arc of a 800.00 foot radius curve to the right 191.59 feet through a central angle of 13°43'18" (chord bears: S37°00'32"W 191.13 feet); thence S43°52'11"W 443.27 feet; thence N21°55'35"E 685.05 feet to the point of beginning.

Contains ±2.17 Acres

EXHIBIT D

Legal Description of PP Collateral Property

DESCRIPTION of a 50.00 acre parcel of land located near the center of Section 14, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Bluffdale City, Salt Lake County, State of Utah. Comprising a portion of Parcel 33-14-200-004. Basis of bearing for subject parcel being S 89°46'54" W 2684.79 feet (measured) between the Salt Lake County brass cap monuments monumentalizing the north line of the Northeast Quarter of said Section 14.

Said 50.00 acre parcel being more fully described as follows:

BEGINNING AT A POINT, located at the Northeast Quarter, Section 14, Township 4 South, Range 1 West, Salt Lake Base and Meridian, thence along the north section line of Section 14, S 89°46'54" W, a distance of 987.11 feet; thence, South 1952.83 to the True Point of Beginning.

From the True Point of Beginning, thence South a distance of 321.13 feet; thence S38°42'56"W a distance of 452.26 feet; thence S37°15'54"W a distance of 406.02 feet; thence West a distance of 1815.79 feet; thence N3°01'29"W a distance of 994.40 feet; thence N89°54'06"E a distance of 2396.98 feet to the TRUE POINT OF BEGINNING.

CONTAINING: 50.00 acres of land, more or less.

EXHIBIT E

PP Conceptual Plans

See Attached.

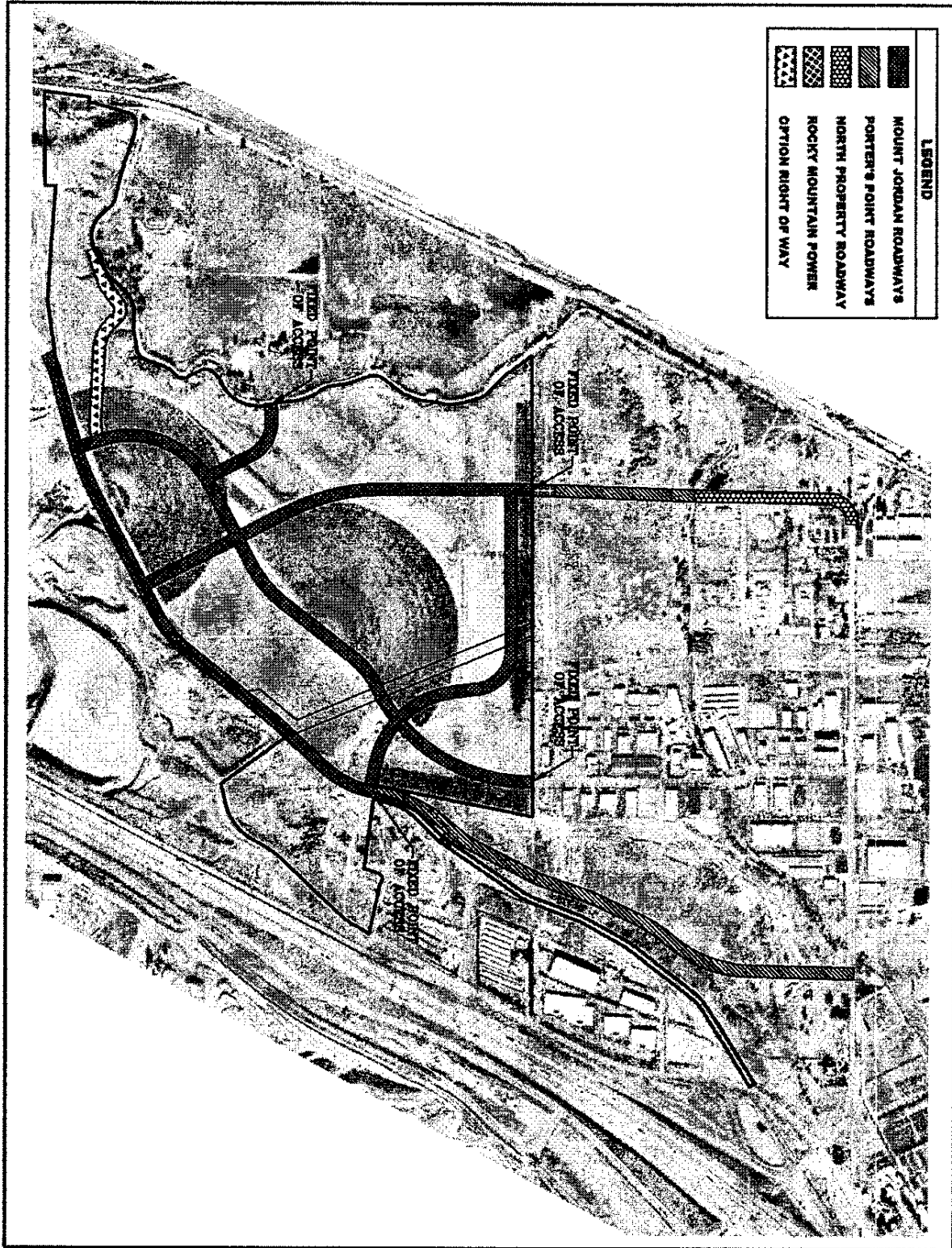


EXHIBIT F

MJ Conceptual Plans

See Attached.

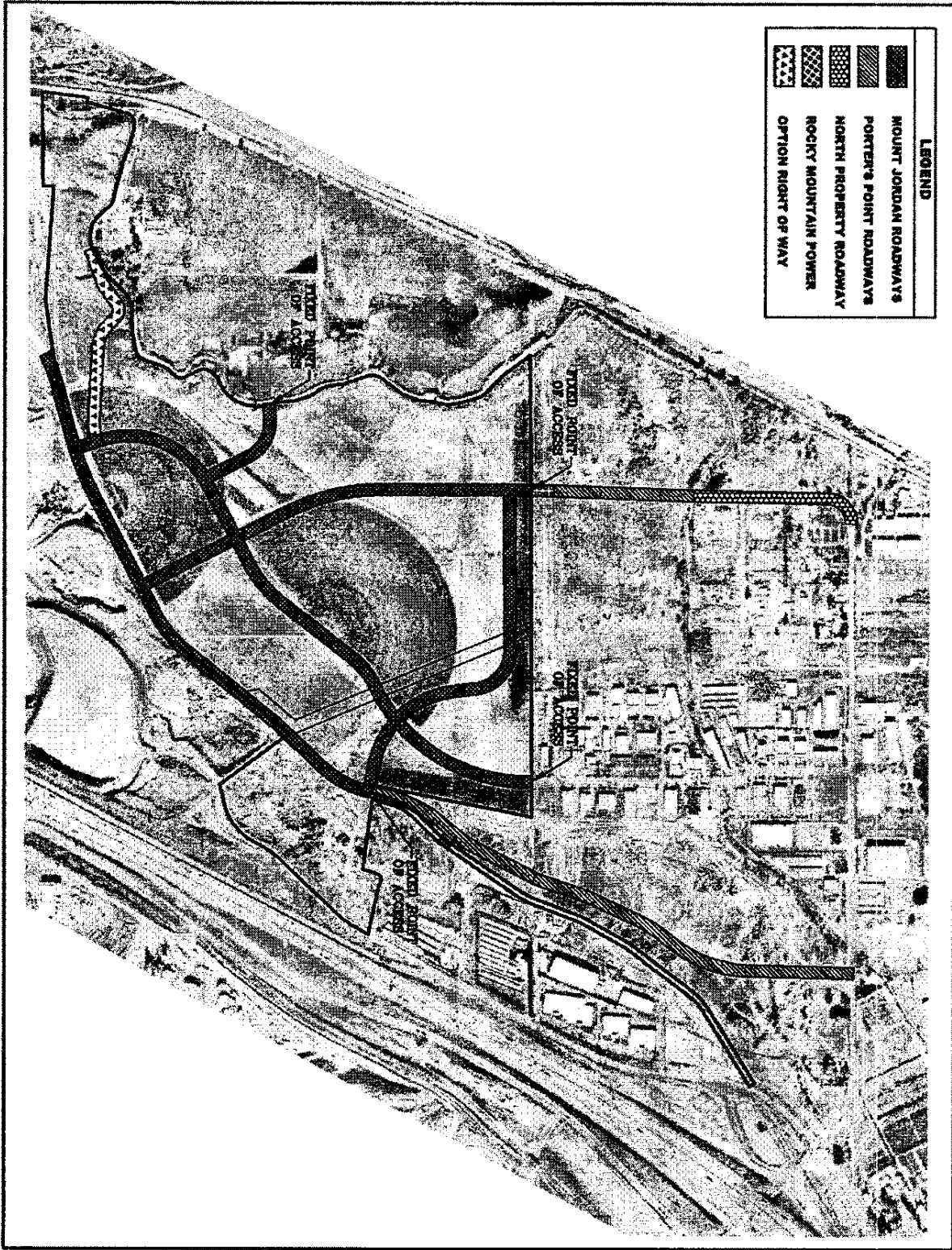


EXHIBIT G

Independence Conceptual Plans

See Attached.

