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 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 GENERAL GROWTH PROPERTIES
 MIKE FREI
 35 CENTURY PARK WAY
 SLC UT 84115
 BY: EPM, DEPUTY - WI 16 P.

AFTER RECORDING RETURN TO:

Cottonwood, Inc.
 c/o Maunsel B. Pearce
 2012 Arbor Lane
 Salt Lake City, UT 84107

Parcel No. 22101510070000

MODIFICATION OF AGREEMENT

THIS MODIFICATION OF AGREEMENT (this "**Modification**") is made and entered into as of October 3, 2007 by and between Price Development Company, Limited Partnership, a Maryland limited partnership, an affiliate of General Growth Properties, Inc. ("**Owner**") and Cottonwood, Inc., a Utah non-profit corporation ("**Cottonwood**").

RECITALS

- A. Owner, as successor-in-interest to S.M. Horman and Veoma Horman ("**Hormans**") is the owner of the property in the City of Holladay, Salt Lake County, Utah, generally known as the Cottonwood Mall, and more particularly described on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "**Property**"). Owner intends to redevelop the Property as a mixed-use commercial and residential project (the "**Project**").
- B. As the successor to the interest of Hormans in and to the Cottonwood Mall, Owner is the successor to the right, title and interest of Hormans in, to and under that certain Agreement between Hormans and Cottonwood dated December 15, 1962 (the "**Original Agreement**"), which Original Agreement is attached hereto as Exhibit "B" to, and is the subject of that certain Assignment dated May 12, 1980, which Assignment was recorded June 12, 1980 as Entry No. 3443023 in Book 5110 at page 1259, Salt Lake County Recorder's Office, Salt Lake County, Utah.
- C. The purpose of the Original Agreement was to establish a 10 foot buffer zone ("**Original Buffer**") between the Cottonwood Mall and the adjoining residential neighborhood. Cottonwood is a non-profit corporation formed by and for the benefit and protection of the residential owners. A drawing showing the proximity of the Original Buffer to the Cottonwood Mall property is attached hereto as Exhibit "C" hereto.
- D. Owner and Cottonwood wish to amend and otherwise modify the Original Agreement as set forth in this Modification.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and obligations herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Concurrently with the execution hereof by Owner and Cottonwood, Cottonwood shall convey the Original Buffer to Owner pursuant to a Quit Claim Deed in the form set forth on Exhibit "D", which is attached hereto and incorporated herein by this reference.
2. Section 2 of the Original Agreement is hereby amended and restated in its entirety to read as follows:

"2. Owner agrees that any development within the area that is one hundred (100) feet from the Westerly lines of Memory and Arbor Lanes as they now exist, as more particularly described in Exhibit "E" to this Modification (the "**New Buffer**"), shall be limited to residential buildings, residential parking and related residential improvements."

3. Owner agrees to use commercially reasonable efforts to rezone the land comprising the New Buffer to the pending Regional/Mixed Use Zoning District (anticipated to be adopted as Chapter 13.65 of the Holladay Zoning Ordinance), or another zoning designation that permits residential uses. Cottonwood agrees to support Owner's rezoning efforts, without any obligation on the part of Cottonwood to incur any costs or expenses in connection therewith.
4. Section 3 of the Original Agreement is hereby amended and restated in its entirety to read as follows:

"3. Cottonwood hereby acknowledges that Owner intends to create four (4) single-family residential lots in the approximate locations depicted on Exhibit "F" attached hereto (the "**Home Lots**"). Cottonwood further hereby acknowledges and agrees that there shall be one driveway providing vehicular ingress and egress from each of the Home Lots to Arbor Lane or Memory Lane, as applicable (the "**Home Access Points**"). There may also be one or more gated access points to Arbor Lane and Memory ~~Land~~Lane that will be exclusively for the use of fire, police and other emergency vehicles, but not for general use ("**Emergency Access Points**"). Owner agrees that with the exception of the Home Access Points and the Emergency Access Points, there shall be no areas for vehicular ingress and egress to or from the Project across the New Buffer. Owner further agrees that there shall be no vehicular access over and across any Home Lots to any other portion of the Project."

5. Sections 1, 4, 5, 6, 7, 8 and 9 of the Original Agreement are each hereby deleted in their entirety.
6. Prior to the commencement of demolition activities, and throughout the construction of the Project on the Property, Owner shall maintain a phone line for Cottonwood and other members of the community neighboring the Project to call with questions or complaints concerning Owner's demolition and construction activities. Owner shall exercise commercially reasonable efforts to respond to all such questions and complaints. The parties recognize that demolition and construction activities naturally involve undesirable noises, dust, visual impacts, odors and other negative impacts on surrounding properties during the period of development. Nevertheless, in the design and construction of the Project, Owner will be sensitive to the concerns of Cottonwood with respect to the light and noise impacts of construction on the surrounding neighborhood, and shall exercise commercially reasonable methods, in accordance with common industry practice for similar projects, to mitigate such impacts. Owner shall exercise commercially reasonable efforts to prohibit parking by construction vehicles on Arbor Lane and Memory Lane during the construction of the Project, and shall not encourage parking on Arbor Lane adjacent to the Project by residents or guests of the Project following the completion of construction.
7. The Original Agreement and this Modification are between Owner and Cottonwood only. While residents and owners of property on neighboring land may receive some benefits from the terms of the Original Agreement, as modified hereby, there are no third-party beneficiaries of the Original Agreement, as modified hereby, and no person or entity other than Cottonwood shall have or be entitled to exercise any rights or remedies against Owner arising out of the Original Agreement or this Modification.
8. As amended by this Modification, the Original Agreement is ratified and reaffirmed and shall continue in full force and effect in perpetuity.
9. A portion of the Property is also affected by certain Conditions and Covenants Running with the Land, executed October 19, 1992 by Cottonwood Mall Company, for the benefit of Salt Lake County, which was recorded in the Office of the Salt Lake County Recorder as Entry No. 5379804, in Book 6560, Page 1750 (the "County Covenants"). Cottonwood acknowledges that Owner is in the process of obtaining approval for termination of the County Covenants, and Owner hereby consents to the termination of the County Covenants.
10. Owner shall request and support the removal of the Original Buffer from the Holladay Redevelopment Agency Project Area that includes the Property (the "Project Area"). In the event that the Original Buffer is not removed from the Project Area within six (6) months from the Effective Date of this Modification, Cottonwood shall have the right to terminate this Modification by written notice to Owner within ninety (90) days following the end of such six (6) month period. In the event of such termination, Owner will reconvey the Original Buffer to

Cottonwood by Quit Claim Deed and the Original Agreement shall be reinstated without modification. If not terminated within such ninety (90) day period, Cottonwood's right to terminate the Modification under this paragraph shall expire and this Modification shall continue in full force and effect.

11. The covenants, conditions, and restrictions on the Project set forth in the Original Agreement as amended hereby shall constitute covenants running with the land comprising the New Buffer for the benefit of Cottonwood, and shall be binding upon Owner, its successors and assigns.
12. In the event any action is brought to enforce the Original Agreement as amended hereby, the prevailing party shall be entitled to its reasonable costs and attorneys fees incurred in such enforcement, as awarded by the court.
13. The undersigned represent and warrant that each of them has been duly authorized by all necessary corporate to execute this Modification for and on behalf of the respective parties. Owner and Cottonwood specifically represent and warrant that no other parties are required to join or execute this Modification to validate this Modification and the agreements and undertakings set forth herein. The undersigned further represent and warrant that this Modification, when fully executed, shall constitute a legal, valid and binding agreement for each of the respective parties, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Modification as of the day and year first above written.

OWNER:

PRICE DEVELOPMENT COMPANY, LIMITED PARTNERSHIP, a Maryland limited partnership, an affiliate of General Growth Properties, Inc., a Delaware corporation

By: GGP ACQUISITION, L.L.C., a Delaware limited liability company, its general partner

By: [Signature]
Authorized Signatory

COTTONWOOD:

COTTONWOOD, INC., a Utah non-profit corporation

By: [Signature]
Maunsel B. Pearce, Chairman of the Board

STATE OF ILLINOIS)
COUNTY OF COOK) :ss

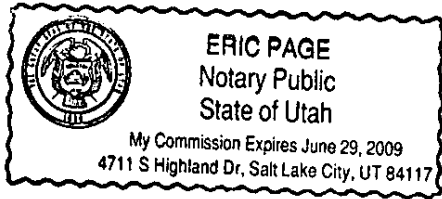
The foregoing MODIFICATION OF AGREEMENT was acknowledged before me this 5th day of October, 2007, by Ronald L. Gern, the Authorized Signatory of GGP Acquisition, L.L.C.. as General Partner of Price Development Company, Limited Partnership, a Maryland limited partnership.


"OFFICIAL SEAL"
LESLEE C TORNABENI
Notary Public, State of Illinois
My Commission Expires 11/4/2009

[Signature]
NOTARY
My commission expires: 11-04-09
Residing at: Chicago, IL

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing MODIFICATION OF AGREEMENT was acknowledged before me this 4th day of October, 2007, by Maunsel B. Pearce, the Chairman of the Board of Cottonwood, Inc., a Utah non-profit corporation.





NOTARY
My commission expires: June 29, 2009
Residing at: SLC, UT

EXHIBIT A

Description of the Property

COTTONWOOD MALL AS-SURVEYED DESCRIPTION (7-31-07)

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF MURRAY-HOLLADAY ROAD, SAID POINT BEING SOUTH 00°03'51" EAST ALONG THE SECTION LINE 658.03 FEET TO THE CENTER LINE OF SAID MURRAY-HOLLADAY ROAD AND NORTH 89°47'36" WEST ALONG SAID CENTER LINE 632.67 FEET AND SOUTH 54°39'59" EAST 83.42 FEET FROM THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EASTERLY ALONG SAID SOUTHERLY LINE THE FOLLOWING (2) COURSES: (1) NORTH 54°39'59" WEST 26.07 FEET, (2) SOUTH 89°47'36" EAST 127.55 FEET TO THE WESTERLY LINE OF THE UTAH POWER AND LIGHT PARCEL; THENCE ALONG SAID UTAH POWER AND LIGHT PARCEL THE FOLLOWING (4) COURSES: (1) SOUTH 21°59'01" WEST 42.15 FEET, (2) SOUTH 03°30'59" EAST 72.00 FEET, (3) SOUTH 06°38'59" EAST 127.12 FEET, (4) NORTH 78°59'01" EAST 179.90 FEET TO THE WESTERLY LINE OF THE SPRING FORTH INVESTMENTS PARCEL; THENCE ALONG SAID SPRING FORTH INVESTMENTS PARCEL THE FOLLOWING (2) COURSES: (1) SOUTH 02°59'59" EAST 8.99 FEET, (2) NORTH 78°59'01" EAST 167.85 FEET, MORE OR LESS, TO THE WESTERLY LINE OF MEMORY LANE; THENCE SOUTHERLY ALONG SAID WESTERLY LINE THE FOLLOWING (2) COURSES: (1) SOUTH 00°00'59" EAST 38.90 FEET, (2) SOUTH 44°45'59" EAST 929.25 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF ARBOR LANE, AS PER DEDICATION PLAT RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK N OF PLATS ON PAGE 1; THENCE ALONG SOUTHWESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING (10) COURSES: (1) SOUTH 46°48'01" WEST 200.20 FEET TO A POINT OF CURVATURE, (2) SOUTHWESTERLY ALONG THE ARC OF A 127.34 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 81°03'00" A DISTANCE OF 180.13 FEET (CHORD BEARS SOUTH 06°16'31" WEST 165.49 FEET), (3) SOUTH 34°14'59" EAST 64.50 FEET TO A POINT OF CURVATURE, (4) SOUTHEASTERLY ALONG THE ARC OF A 1121.28 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18°38'00" A DISTANCE OF 364.65 FEET (CHORD BEARS SOUTH 24°55'59" EAST 363.05 FEET) TO A POINT OF COMPOUND CURVATURE, (5) SOUTHWESTERLY ALONG THE ARC OF 225.79 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 49°37'00" A DISTANCE OF 195.53 FEET (CHORD BEARS SOUTH 09°11'31" WEST 189.48 FEET) TO A POINT OF COMPOUND CURVATURE, (6) SOUTHWESTERLY ALONG THE ARC OF A 821.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19°35'00" A DISTANCE OF 280.61 FEET (CHORD BEARS SOUTH 43°47'31" WEST 279.25 FEET), (7) SOUTH 36°24'59" EAST 8.50 FEET TO A POINT ON THE ARC OF A 214.51 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 36°24'59" WEST), (8) SOUTHWESTERLY ALONG THE ARC OF SAID 214.51 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 41°24'00" A DISTANCE OF 155.00 FEET (CHORD BEARS SOUTH 74°17'01" WEST 151.65 FEET), (9) NORTH 85°00'59" WEST 351.80 FEET, (10) SOUTH 00°36'39" EAST 40.93 FEET TO A POINT ON THE WESTERLY LINE OF HIGHLAND DRIVE; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE THE FOLLOWING (8) COURSES: (1) NORTH 56°10'59" WEST 151.55 FEET, (2) NORTH 39°48'39" WEST 1124.58 FEET TO A POINT OF SPIRAL CURVATURE, (3) NORTHWESTERLY ALONG THE ARC OF SAID SPIRAL CURVE, SAID CURVE BEING CONCENTRIC WITH AND 50.00 FEET RADIALLY DISTANT EASTERLY FROM A 200.00 FOOT TEN-CHORD SPIRAL FOR A 4° CURVE TO THE RIGHT, 196.50 FEET, MORE OR LESS, TO A POINT OF CURVATURE OF A 1381.83 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 54°11'10" EAST), (4) NORTHWESTERLY ALONG THE ARC OF SAID 1381.83 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 30°02'13" A DISTANCE OF 724.42 FEET (CHORD BEARS NORTH 20°47'43" WEST 716.15 FEET), MORE OR LESS, TO A POINT OF SPIRAL CURVATURE, (5) NORTHWESTERLY ALONG THE ARC OF SAID SPIRAL CURVE, SAID CURVE BEING CONCENTRIC WITH AND 50.00 FEET RADIALLY DISTANT EASTERLY FROM A 200.00 FOOT TEN-CHORD SPIRAL FOR A 4° CURVE TO THE RIGHT, 196.50 FEET, MORE OR LESS, TO A POINT OF TANGENCY, (6) NORTH 01°43'40" WEST 3.89 FEET, (7) SOUTH 88°12'51" WEST 10.00 FEET, (8) NORTH 01°43'40" WEST 43.18 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID MURRAY-HOLLADAY ROAD; THENCE EASTERLY ALONG SAID SOUTHERLY LINE THE FOLLOWING (3) COURSES: (1) SOUTH 89°47'36" EAST 144.66 FEET, (2) SOUTH 00°11'01" WEST 15.00 FEET, (3) SOUTH 89°47'36" EAST 682.56 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Copy of the Original Agreement

AGREEMENT

This Agreement made by and between S. M. NORMAN, and
VEOMA NORMAN, his wife, and COTTONWOOD, INC., a non-profit
Utah Corporation, this 15th day of December, 1962.

WITNESSETH:

WHEREAS, S.M. NORMAN and VEOMA NORMAN, are the owners of
that certain property known as the Cottonwood Mall, located at
48th South and Highland Drive, Salt Lake County, Utah, and

WHEREAS, certain disputes have arisen on the operation and ex-
tension of the Cottonwood Mall between the owners and residents
living within the vicinity of said Mall, said residents having
requested Cottonwood, Inc., to intervene and assist them in com-
promising said disputes, and,

WHEREAS, the said owners have requested the County Commission
to rezone ten (10) acres of property, more or less, acquired from
Roland Walker and abutting on Memory Lane and Arbor Lane for
commercial purposes, and

WHEREAS, the residents have objections to such rezoning
unless their properties are adequately protected, and

WHEREAS, the residents now feel that certain operations within
the Cottonwood Mall constitute a nuisance, and

WHEREAS, the parties have reached a compromise,

NOW THEREFORE, in consideration of the mutual covenants to be
performed by and between the parties it is mutually agreed as follows:

1. The owners, S. M. Norman and Veoma Norman will by Quit-
Claim Deed, deed to Cottonwood, Inc., the following described
property, subject however, to all existing Mortgages:

The following being in the South West $\frac{1}{4}$ of the North West $\frac{1}{4}$
of Section 10, Township 2 South, Range 1 East, Salt Lake
Meridian:

Commencing at a point 25 feet, more or less, at the
Intersection of Arbor Lane and Memory Lane, said
point being at the West line of Memory Lane; thence

EXHIBIT B (Continued)

West 10 feet, thence following the West line of Memory Lane 10 feet therefrom to a point 10 feet North of the Northerly line of the Jack H. and Edith Walker property; thence North 57°19' West 130 feet, more or less, to a point 10 feet West of the North-West corner of said Walker tract, thence South 40°54' West 116 feet, to a point 10 feet North and West to North-East corner of the Forrest H. Cassella property, thence North 57°19' West 149.3 feet to a point 10 feet North and West of said North-West corner, thence South 47°54' West 155 feet more or less to the North line of Big Cottonwood Creek and 10 feet West of said Forrest Cassella property, thence Easterly along Big Cottonwood Creek 10 feet to the property line of Forrest Cassella, North 47°54' East 145 feet, thence South 57°19' East 149.3 feet, thence North 47°54' East 116 feet to the North-West corner of Jack H. and Edith Walker property, thence South 54°19' East 120 feet, more or less, to the West line of Memory Lane thence North Easterly along West line of Memory Lane to the place of beginning.

2. The owners will not construct any commercial or other building at a distance less than one hundred (100) feet from the West line of Memory or Arbor Lanes as they now exist.
3. The owners will plant and maintain shrubs and trees on the ten (10) foot strip deeded to Cottonwood, Inc.
4. The owners will shield all lights within one hundred (100) feet of the deeded land to eliminate the reflection of the light in an Easterly direction.
5. The existing sign on the Bowling Alley located in said Mall will be caused to become stationary, instead of turning as it now does.
6. No encumbrance shall be requested by the owners along said 10 foot strip unless requested by a majority of the residents abutting said 10 foot strip. IN THE EVENT THE RESIDENTS OWN AN EASEMENT OVER THE 10 FOOT STRIP, COTTONWOOD INC WILL EXERCISE A GIFT GRANT TO GRANTORS FOR SAID EASEMENT OF WAY.
7. Cottonwood, Inc., will appear, by its duly authorized representative, before the County Commission at a hearing to be held on December 19, 1962, on the applications of S. M. Borman for rezoning of the 10 acre plat and consent to said rezoning as applied for and as approved by the Salt Lake County Planning Commission.
8. Cottonwood, Inc., will not lend its financial or other support

EXHIBIT B (Continued)

to any person or persons resigning said application.
This Agreement shall be binding on the successors, heirs or assigns of the parties hereto.

Signed the day and year first above written.

S. A. Horman
S. A. HORMAN
Veoma Horman
VEOMA HORMAN

COTTONWOOD, INC.,
By Laury Miller
President

ATTEST:
Barbara Tanner
Secretary

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

On the 15th day of December, 1962, personally appeared before me S. A. Horman and Veoma Horman, the signers of the above Agreement who duly acknowledged to me that they executed the same.

Howard D. Moody
Notary Public
Residing in: Salt Lake

My Commission expires:
1-16-66

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

On the 15th day of December, 1962, personally appeared before me, Laury Miller, President, and Barbara Tanner, Secretary, of Cottonwood, Inc., who, being by me duly sworn, did say that he is the President and she is the Secretary and that said instrument was signed in behalf of said Corporation by resolution of its Board of Directors and said Laury Miller and Barbara Tanner acknowledged to me that Corporation executed the same.

Howard D. Moody
Notary Public
Residing in: Salt Lake

My Commission expires:
1-16-66

EXHIBIT C

Map Showing Location of the Original Buffer (Shaded)

Parcel No. 22101510070000

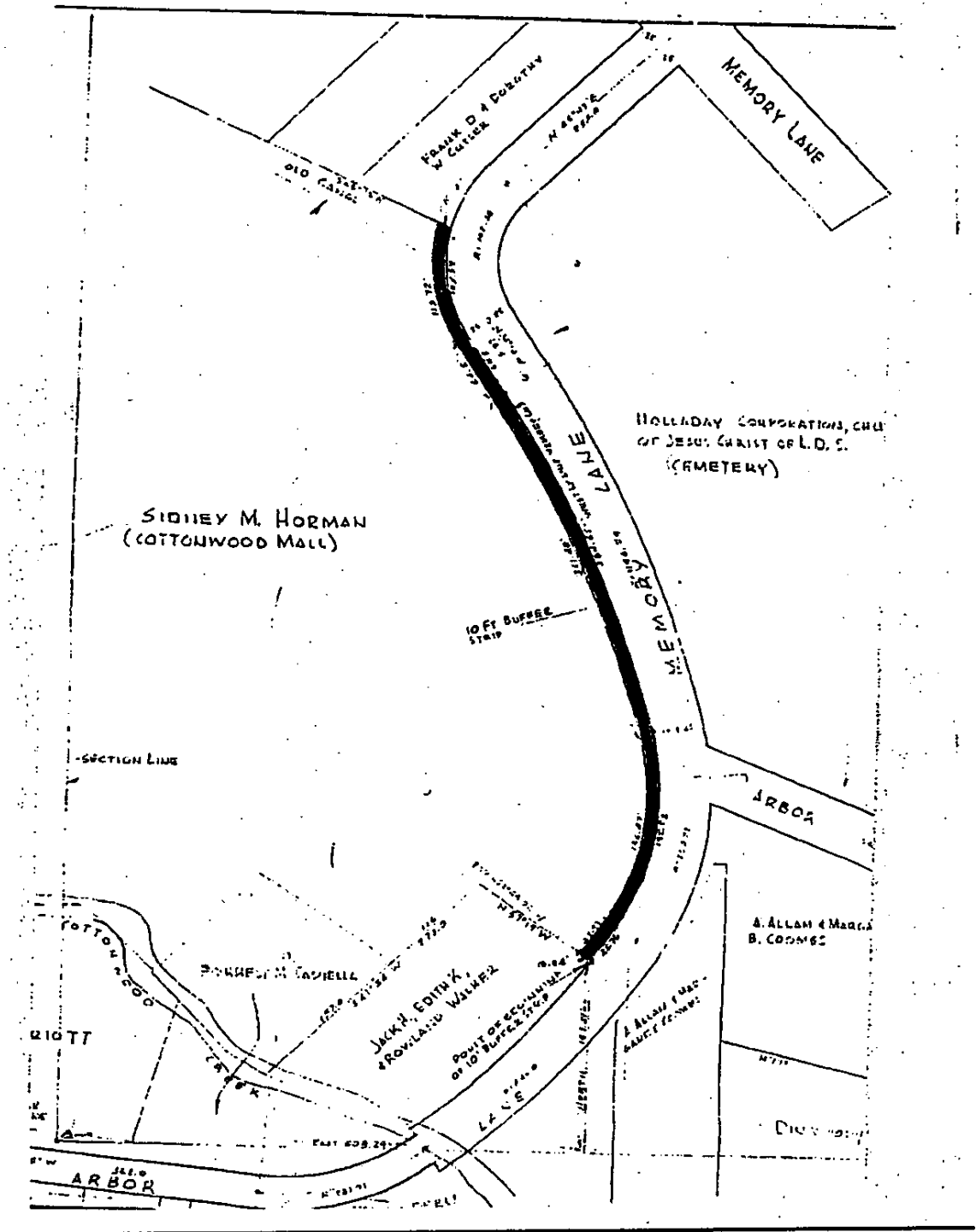


EXHIBIT D

Quit Claim Deed for Original Buffer

WHEN RECORDED, RETURN TO:

General Growth Properties, Inc.
Attn: Mike Frei, Legal
35 Century Park Way
Salt Lake City, Utah 84115

Parcel No. 22101510070000

QUIT CLAIM DEED

FOR TEN DOLLARS and other good and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COTTONWOOD, INC., a Utah non-profit corporation ("Grantor") hereby quit claims to PRICE DEVELOPMENT COMPANY, LIMITED PARTNERSHIP, a Maryland limited partnership ("Grantee"), whose address is 35 Century Park Way, Salt Lake City, Utah 84115, all of Grantor's right, title and interest in and to the real property described in attached Exhibit A (the "Property"), which Property is located in Salt Lake County, Utah.

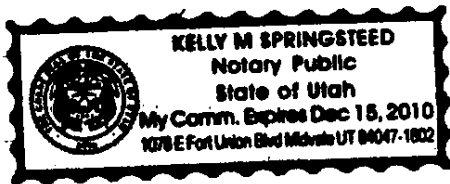
DATED effective as of the 4th day of October, 2007.

COTTONWOOD, INC., a Utah non-profit corporation

By: *Maunsel Pearse*
Its: Chairman

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing Quit Claim Deed was acknowledged before me this 4th day of October, 2007, by Maunsel Pearse, the Chairman of Board of Cottonwood, Inc., a Utah non-profit corporation.



Kelly M Springsteed
NOTARY
My commission expires: 12/15/10
Residing at: 1078 E Fort Union
MIDVALE, UTAH 84047

EXHIBIT A TO QUIT CLAIM DEED

Property Description

The following being in the South West ¼ of the North West ¼ of Section 10, Township 2 South, Range 1 East, Salt Lake Meridian:

Commencing at a point 25 feet, more or less, at the Intersection of Arbor Lane and Memory Lane, said point being at the West line of Memory Lane; thence West 10 feet, thence following the West line of Memory Lane 10 feet therefrom to the point of the Northerly line of the Jack H. and Edith Walker property to the West line of Memory Lane thence North Easterly along West line of Memory lane to the place of beginning.

TOGETHER WITH A 10.00 FOOT STRIP OF GROUND RUNNING PARALLEL WITH AND ADJACENT TO THE NORTHERLY LINE OF ARBOR LANE, AS DEDICATED BY THAT CERTAIN DEDICATION PLAT RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, THE NORTHERLY LINE OF SAID 10.00 FOOT STRIP OF GROUND BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF BIG COTTONWOOD CREEK, SAID POINT BEING ON THE ARC OF A 811.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 34°54'26" WEST), SAID POINT ALSO BEING EAST 317.46 FEET AND NORTH 23.32 FEET FROM A FOUND BRASS PLUG MARKING THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTHEASTERLY ALONG THE ARC OF SAID 811.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 21°05'33" A DISTANCE OF 298.56 FEET (CHORD BEARS NORTH 44°32'48" EAST 296.87 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 215.79 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 49°37'00" A DISTANCE OF 186.87 FEET (CHORD BEARS NORTH 09°11'31" EAST 181.08 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 1111.28 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°38'00" A DISTANCE OF 361.40 FEET (CHORD BEARS NORTH 24°55'59" WEST 359.81 FEET); THENCE NORTH 34°14'59" WEST 64.50 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 137.34 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 58°21'09" A DISTANCE OF 139.87 FEET (CHORD BEARS NORTH 05°04'25" WEST 133.91 FEET).

EXHIBIT E

Description of the New Buffer

A LINE 100.00 FEET PERPENDICULARLY DISTANT WESTERLY AND NORTHERLY FROM THE WESTERLY LINE NORTHERLY LINES OF MEMORY AND ARBOR LANES LOCATED IN HOLLADAY, UTAH (SALT LAKE COUNTY), SAID LINE BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT NORTH 00°03'51" WEST ALONG THE SECTION LINE 110.84 FEET AND WEST 151.61 FEET FROM A FOUND BRASS PLUG MARKING THE EAST QUARTER CORNER OF SECTION 9 TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 85°00'59" EAST 361.60 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 114.51 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 41°24'00" A DISTANCE OF 82.74 FEET (CHORD BEARS NORTH 74°17'01" EAST 80.95 FEET); THENCE NORTH 36°24'59" WEST 8.50 FEET TO A POINT ON THE ARC OF A 721.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 36°24'59" WEST); THENCE NORTHEASTERLY ALONG THE ARC OF SAID 721.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 19°35'00" A DISTANCE OF 246.43 FEET (CHORD BEARS NORTH 43°47'31" EAST 245.24 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 125.79 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 49°37'00" A DISTANCE OF 108.93 FEET (CHORD BEARS NORTH 09°11'31" EAST 105.56 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 1021.28 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°38'00" A DISTANCE OF 332.13 FEET (CHORD BEARS NORTH 24°55'59" WEST 330.67 FEET); THENCE NORTH 34°14'59" WEST 64.50 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 227.34 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 81°03'00" A DISTANCE OF 321.59 FEET (CHORD BEARS NORTH 06°16'31" EAST 295.44 FEET); THENCE NORTH 46°48'01" EAST 97.43 FEET; THENCE NORTH 44°45'59" WEST 867.64 FEET; THENCE NORTH 00°00'59" WEST 60.63 FEET.

EXHIBIT E (CONTINUED)

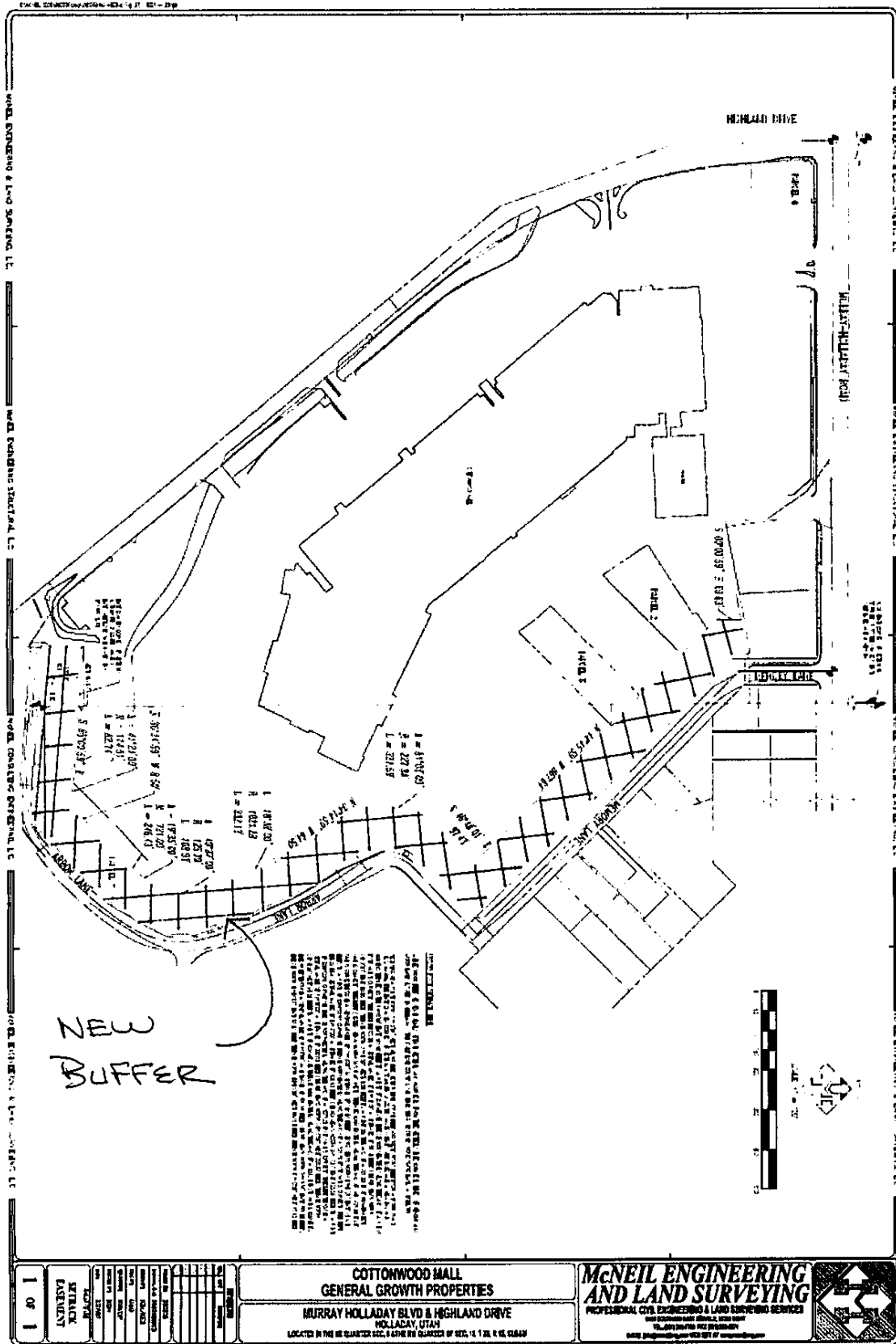


EXHIBIT F

Approximate Location of Single Family Homes (Shaded Area)

