

WHEN RECORDED, RETURN TO:

Wasatch County Planning Department
Attn: Doug Smith
188 North Main
Heber City, UT 84032

Ent 362480 Bk 1021 Pg 247-280
Date: 10-SEP-2010 12:12:52PM
Fee: \$80.00 Check Filed By: MM
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: WASATCH COMMONS DEVELOPMENT

Tax Parcel No. 00-0007-8431

WASATCH COMMONS SUPPLEMENTAL DEVELOPMENT AGREEMENT

—0000—

This Wasatch Commons Supplemental Development Agreement (the “Agreement”) is entered into as of this ___ day of September, 2010, by and between Cardinal Funding, L.C., a Utah limited liability company (hereinafter the “Developer”), and Wasatch County, a political subdivision of the State of Utah (hereinafter the “County”). This Agreement supersedes and replaces any previous agreements entered into or representations made by and between Developer and the County involving the Property (defined below).

RECITALS

- A. The County, acting pursuant to its authority under Utah Code Ann. §§ 17-27a-101, et seq., and § 17-53-223, and § 17-53-302(13), as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, in the exercise of its discretion, has elected to approve and enter into this Agreement.
- B. Developer owns real property (the “Property”) consisting of approximately 143.70 acres located in the unincorporated portion of the County which is described more specifically on Exhibit A, which is attached hereto.
- C. A parcel of real property (the “Apartment Property”) which is contiguous with the Property has received final approval for the recordation of a subdivision plat and the development of a multifamily apartment project and a public road to be known as Commons Boulevard (the “Apartment Project”).
- D. The parts of the planning process for the Property have been completed as required by the County which are sufficient to permit the construction of the Apartment Project, but additional County approval will be required prior to the construction of improvements on other portions of the Property.

- E. Certain conditions were imposed on the Property and the Apartment Property by the County and accepted by Developer and the owner of the Apartment Property and Developer has agreed that certain of those conditions shall be applicable to the Property even though the Property is not being developed at this time.
- F. Developer desires to enter into this Agreement in order to permit the owner of the Apartment Property to proceed with the development of the Apartment Project
- G. Each Party acknowledges that it is entering into this Agreement voluntarily.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. Effective Date: This Agreement shall become effective on the date it is executed by Developer and the County (the "Effective Date").

Section 2. Term: The term of this Agreement (the "Term") shall commence upon the Effective Date and continue for a period of twenty-five (25) years.

Section 3. Supplemental Agreement. This Agreement is supplemental to the development agreement covering the Apartment Project (the "Apartment Development Agreement"), which shall be executed and recorded at the same time as this Agreement. As part of the approval process for the Apartment Project, conditions were imposed on Developer pertaining to the Property and the Apartment Property. This Agreement addresses the conditions on the Property that are separate from the conditions on the Apartment Property. However, approvals for the Apartment Project were contingent on Developer satisfying the conditions contained herein. Therefore, Developer shall be bound to this Agreement as it pertains to development of the Apartment Project and County may enforce this Agreement through any means necessary, including rescinding approvals and permits and withholding permits for the Apartment Project.

Developer agrees that the Property cannot be further developed—other than offsite improvements pertaining to the Apartment Project—until the Developer has complied with the County requirements for development as evidenced by preliminary and final approval of plans for the project improvements Developer intends to construct. Such requirements shall include a comprehensive Development Agreement (the "Master Development Agreement") which shall be in form and content acceptable to the County and Developer and which shall be recorded against the Property prior to the commencement of construction of improvements on the Property. This Agreement is intended to be a supplement to the Master Development Agreement and Apartment Development Agreement and the provisions of this Agreement shall be applicable to the Property and Apartment Property in addition to the provisions of the Master Development Agreement. Developer expressly acknowledges that this Agreement does not constitute the

development agreement required to be executed as a condition precedent to the construction of improvements on the Property—other than offsite improvements for the Apartment Project—in accordance with County procedures but expressly agrees to be bound by this Agreement to the same extent it will be bound by the Master Development Agreement and Apartment Development Agreement.

Section 4. Conditions Imposed on Property. Developer hereby specifically acknowledges that significant benefit shall accrue to Developer by reason of the development of the Apartment Project and, therefore, Developer agrees that the Property shall be subject to the conditions and limitations set forth in this Section 4.

(a) **Permanent Secondary Access.** There will be no construction of improvements on any portion of the Property which is located either (i) east of the lower canal, the Wasatch Canal, which bisects the Property, or (ii) north of Commons Boulevard until such time as there shall exist a permanent second access to and from the Property from US Highway 40. It is presently anticipated that the secondary access will be provided at the north boundary of the Property through the road which provides access from US Highway 40 to the satellite campus of Utah Valley University. The location and design of the second access shall be subject to the review and approval of the County.

(b) **Temporary Access for Students.** Prior to the completion of permanent roadways and sidewalks, Developer shall permit students attending the adjacent satellite campus of Utah Valley University and living in the Apartment Project, to have pedestrian access to the existing dirt road on the uphill side of the Wasatch Canal to walk to and from the UVU campus. Developer shall have no duty for snow removal or any other maintenance of such dirt road.

(c) **Weed and Erosion Control and Landscape Plan.** Areas within the Property which are disturbed during construction of the Apartment Project must be kept weed free at all times and, in the event that construction is discontinued and building permits expire, disturbed areas must be replanted with native vegetation to ensure erosion and weed control until the Project is fully developed and landscaped. Commons Boulevard, the round-about, entry features, and all other areas within the Property that are improved in conjunction with the development of the Apartment Project must be landscaped in accordance with the Landscape Plan attached as Exhibit B and incorporated herein by this reference.

(d) **Lower Access Road.** The lower north-south road that runs through the center of the commercial area which is referenced on the subdivision plat as “Green Valley Road” shall be a private road. Because Green Valley Road will serve as a frontage road through adjacent properties and stubs into real property located south of the Property owned by others, Developer shall cause Green Valley Road to be open to the public at all times; provided, however, that Developer shall be permitted to cause such road to be closed periodically as necessary to prevent a dedication of the road to the public by operation of law. Closures shall occur no more often than one time per year. Developer shall maintain Green Valley Road, including, without limitation, all maintenance of paving and snow removal. Upon a request by the County, Developer shall dedicate Green Valley Road to the County for use as a public right of way. So long as Green Valley Road shall remain a private road, on-street parking will be allowed and may include angled parking at Developer’s election as long as it complies with

Wasatch County ordinances. Upon dedication, on-street parking may be reconfigured or eliminated in the sole discretion of the County.

(e) **Street Lighting.** Developer is constructing Commons Boulevard as part of the Apartment Project. Outdoor lighting, currently defined in Wasatch County Code Section 16.21.16 as “all street lighting, commercial lighting, and all lighting in a residential neighborhood excepting small porch lights using not over one hundred (100) watt bulbs, and garden lights under one hundred (100) watts and under the height of seven (7) feet in height,” which is installed on Commons Boulevard shall be dark sky compliant and meet the current requirements of Section 16.21.16. In addition, the design of fixtures for such lighting shall be subject to approval of the County prior to installation. Exhibit C, attached hereto and incorporated herein by this reference, contains a diagram for approved street lighting on Commons Boulevard. Any additional outdoor lighting on Commons Boulevard must meet the current version of Section 16.21.16.

All additional outdoor lighting installed in future development of the Property must comply with Section 16.21.16 as amended and be approved by the County prior to installation.

(f) **Construction Schedule.** Notwithstanding the fact that construction of certain improvements is not complete, construction of both onsite and offsite improvements shall be permitted to commence and continue so long as the sequence or order of the construction is in compliance with the Construction Schedule attached hereto as Exhibit D. Developer agrees that the County shall have the right to stop construction of improvements in the event that the sequence or order of the construction is not in substantial compliance with the attached Construction Schedule within ten (10) days of Developer’s receipt of written notice of such non-compliance, unless the County determines, in its sole discretion, that there is an imminent danger to life, limb, or property, or to the health, safety, and welfare of County citizens. For purposes of this section, compliance with the sequence or order of construction of improvements shall be determinative. In other words, the projected start and finish dates shown on the Construction Schedule are not determinative so long as each improvement listed on the Construction Schedule is installed in the sequence or order listed.

Furthermore, any installation of asphalt shall be performed only after the express written authorization from the County Engineer to ensure that ground temperatures are at an acceptable level. Installation of asphalt is typically not permitted later than October 15 unless approval is otherwise obtained from the County Engineer in writing. At the sole discretion of the County Engineer, if asphalt is installed without receiving the advance written approval from the County Engineer, the Developer may be required to reinstall the asphalt in order to meet County standards.

(g) **Bonding.** As a condition to be satisfied prior to the commencement of construction of improvements for the Apartment Project, Developer and County shall sign a Bond Agreement which provides for Developer’s guarantee of the construction and installation of improvements for the Apartment Project and a one (1) year warranty of such construction and installation.

Section 5. VESTED RIGHTS AND APPLICABLE LAW

5.1 Vested Rights.

(a) **Generally.** This Agreement shall not establish any vested right to develop the Property.

(b) **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of the police power by the County in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement.

5.2 Applicable Law.

(a) **Applicable Law.** Unless otherwise provided herein, the rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "Applicable Law") shall be those rules, regulations, official policies, standards and specifications, including County ordinances and resolutions, in force and effect on the date the County Legislative Body grants preliminary approval to Developer to develop the Property.

(b) **State and Federal Law.** Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("Changes in the Law") applicable to the Property. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.

Section 6. AMENDMENT

6.1 **Amendments Generally.** Unless otherwise stated in this Agreement, the Parties may amend this Agreement by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in any specific lot, unit or other portion of the Property.

Section 7. DEFAULT; TERMINATION; ANNUAL REVIEW

7.1 General Provisions.

(a) **Defaults.** Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the

manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default shall exist and the noticing Party shall take no further action.

(b) **Termination.** If the County elects to consider terminating this Agreement due to a material default of Developer, then the County shall give to Developer a written notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the County Legislative Body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the County Legislative Body determines that a material default has occurred and is continuing and elects to terminate this Agreement, the County Legislative Body shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. The County may thereafter pursue any and all remedies at law or equity.

7.2 **Review by County**

(a) **Generally.** The County may at any time and in its sole discretion request that Developer demonstrate that Developer is in full compliance with the terms and conditions of this Agreement. Developer shall provide any and all information reasonably necessary to demonstrate compliance with this Agreement as requested by the County within thirty (30) days of the request, or at a later date as agreed between the Parties.

(b) **Determination of Non-Compliance.** If the County Legislative Body finds and determines that Developer has not complied with the terms of this Agreement, and noncompliance may amount to a default if not cured, then the County may deliver a Default Notice pursuant to Section 6.1(a) of this Agreement. If the default is not cured timely by Developer, the County may terminate this Agreement as provided in Section 6.1(b) of this Agreement.

(c) **Notice of Compliance.** Within fifteen (15) days following any written request which Developer may make from time to time, the County shall execute and deliver to Developer a written "Notice of Compliance," in recordable form, duly executed and acknowledged by the County, certifying that: (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification; (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default; and (iii) any other reasonable information requested by Developer. Developer shall be permitted to record the Notice of Compliance.

7.3 Default by the County. In the event the County defaults under the terms of this Agreement, Developer shall have all rights and remedies provided in Section 6.1 of this Agreement and provided under Applicable Law.

7.4 Enforced Delay; Extension of Time of Performance. Notwithstanding anything to the contrary contained herein, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorist acts, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Upon the request of either Party hereto, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

7.5 Annual Review. Developer and the County shall (at the discretion of the County) meet annually to review the status of the Property and to review compliance with the terms and conditions of this Agreement.

Section 8. DEFENSE AND INDEMNITY

8.1 Developer's Actions. Developer shall defend, hold harmless, and indemnify the County and its elected and appointed officers, agents, employees, and representatives from any and all claims, costs, judgments and liabilities (including inverse condemnation) which arise directly or indirectly from the County's approval of the Property, construction of the Project, or operations performed under this Agreement by (a) Developer or by Developer's contractors, subcontractors, agents or employees, or (b) any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors (collectively "Claims"). So long as the Property shall be encumbered by a mortgage or deed of trust insured or endorsed by the U.S. Department of Housing and Urban Development or any official thereof ("HUD"), Developer shall not indemnify, hold harmless, or pay judgments and claims asserted except to the extent (i) mandated by state law, (ii) that such indemnification is paid from liability insurance coverage, or (iii) payment is pursuant to a distribution approved by HUD from residual receipts or surplus cash. The provisions of this Section 7.1 shall not be applicable to HUD and (a) no portion of this section may be enforced against HUD under any basis, and (b) no Claim which shall arise during any period that HUD shall be the owner of the Property shall be subject to the provisions of this Section 7.1.

8.2 County's Actions. Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the County or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from (i) the willful misconduct or negligent acts or omissions of the County, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the County of improvements that have been offered for dedication and accepted by the County for maintenance.

Section 9. NO AGENCY, JOINT VENTURE OR PARTNERSHIP

It is specifically understood and agreed to by and between the Parties that: (1) the Property is a private development; (2) the County has no interest or responsibilities for, or due to, third parties concerning any improvements until such time, and only until such time, that the County accepts the same pursuant to the provisions of this Agreement; (3) Developer shall have full power over and exclusive control of the Property herein described, subject only to the limitations and obligations of Developer under this Agreement; and (4) the County and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership express or implied between the County and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the County and Developer.

Section 10. MISCELLANEOUS

10.1 Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

10.2 Subjection and Subordination. Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of the Property at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof that otherwise comply with Section 6 hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to the County.

10.3 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

10.4 Other Necessary Acts. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

10.5 Construction. This Agreement has been reviewed and revised by legal counsel for both the County and Developer, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

10.6 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

10.7 Covenants Running with the Land. The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement and which is defined herein as the Property. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees.

10.8 Method of Enforcement. The County may look to Developer or its successor interest as the owner of the Property for performance of the provisions of this Agreement, subject to the limitations of Section 7.1. Any cost incurred by the County to secure performance of the provisions of this Agreement shall constitute a valid lien on the Property to be collected at the same time and in the same manner as general County taxes and assessments that are a lien on the Property. The County may pursue any remedies available at law or in equity, including the withholding of building permits or certificates of occupancy, to ensure compliance with this Agreement.

10.9 Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach.

10.10 Remedies. Either Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

10.11 Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

10.12 Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement and Applicable Law to ensure that the rights secured by the other Party through this Agreement can be enjoyed.

10.13 Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party:

(a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.

(c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

10.14 No Third-Party Beneficiaries. This Agreement is between the County and Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

Section 11. NOTICES

Any notice or communication required hereunder between the County and Developer must be in writing, and may be given (i) personally, (ii) or by registered or certified mail, return receipt requested, or (iii) by next day delivery through nationally recognized delivery service such as FedEx or UPS. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, or delivered by next-day delivery service, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the County:

Wasatch County Planning Department
Attn: Doug Smith
188 South Main Street
Heber City, UT 84032

With a copy to:

Scott H. Sweat
Wasatch County Attorney
805 West 100 South
Heber City, UT 84032

If to Developer:

Cardinal Funding, L.C.
c/o John R. Thackeray
1165 East Wilmington Avenue, Suite 275
Salt Lake City, UT 84106

With a copy to:

Read R. Hellewell
Kirton & McConkie
60 East South Temple, Suite 1800
Salt Lake City, UT 84111

Section 12. ENTIRE AGREEMENT, COUNTERPARTS AND EXHIBITS

Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the County and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

- Exhibit A - Legal Description of the Property
- Exhibit B - Approved Landscape Plan
- Exhibit C - Approved Dark Sky Compliant Lighting
- Exhibit D - Construction Schedule

Section 13. RECORDATION OF DEVELOPMENT AGREEMENT

No later than ten (10) days after the County enters into this Agreement, the County Clerk shall cause to be recorded, at Developer's expense, an executed copy of this Agreement in the Official Records of the County of Wasatch.

[signature pages follow immediately]


Signature Page for
for
Wasatch Commons Supplemental Development Agreement

IN WITNESS WHEREOF, this Agreement has been entered into by and between
Developer and the County as of the date and year first above written.

WASATCH COUNTY:



Wasatch County Manager

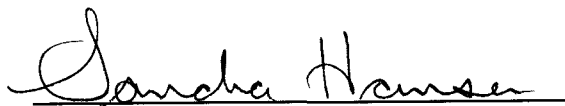
Attest:


BRENT TITCOMB,
Wasatch County Clerk
Auditor

STATE OF UTAH)
 ss:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 10th day of September, 2010, by Michael K. Davis, who executed the foregoing instrument in his capacity as the Wasatch County Manager and by Brent Titcomb, who executed the foregoing instrument in his capacity as the Wasatch County Clerk Auditor.

 NOTARY PUBLIC
SANDRA HANSEN
25 North Main
Heber City, UT 84032
COMMISSION EXPIRES
March 31, 2011
STATE OF UTAH

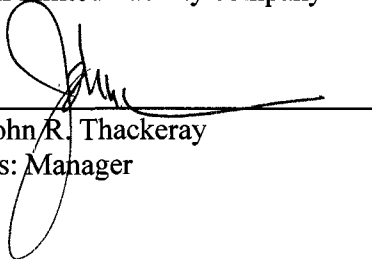

NOTARY PUBLIC
Residing at: Midway, UT

Signature Page for
for
Wasatch Commons Supplemental Development Agreement

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and the County as of the date and year first above written.

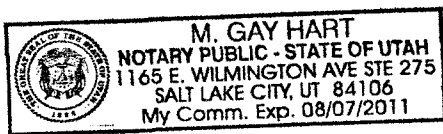
DEVELOPER:

Cardinal Funding, L.C.
A Utah limited liability company

By: 
John R. Thackeray
Its: Manager

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 9 day of September, 2010, by John R. Thackeray who executed the foregoing instrument in his capacity as Manager of Cardinal Funding, L.C., a Utah limited liability company..



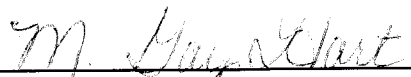

NOTARY PUBLIC
Residing at: Salt Lake County

EXHIBIT A

WASATCH COMMONS SUPPLEMENTAL DEVELOPMENT AGREEMENT

[Legal Description of Property]

The following two (2) parcels of real property located in Wasatch County, and more particularly described as follows:

Parcel 1 (Overall Description):

Beginning at a point which is South 00°06'58" East 147.69 feet (basis of bearing) from the West Quarter Corner of Section 20, Township 3 South, Range 5 East, Salt Lake Base and Meridian; thence running North 57°59'34" East 704.66 feet; thence North 48°11'11" East 1097.66 feet to the centerline of the Timpanogos Canal; thence along the center line of said canal the following eight (8) courses: (1) North 17°22'52" West 54.71 feet; (2) thence along a 57.21 foot radius curve to the left 62.66 feet, chord bearing North 48°45'29" West; (3) thence North 89°08'06" West 50.43 feet; (4) thence along a 77.16 foot radius curve to the right 80.09 feet, chord bearing North 50°23'57" West; (5) thence North 20°40'00" West 106.86 feet; (6) thence along a 73.22 foot radius curve to the left 26.35 feet, chord bearing North 30°57'51" West; (7) thence North 41°15'35" West 114.29 feet; (8) thence along a 3029.45 foot radius curve to the right 10.70 feet; chord bearing North 41°09'31" West; thence East 1519.44 feet; thence South 1745.17 feet to a point on the centerline of the Timpanogos Canal; thence along the centerline of said canal the following seven (7) courses; (1) North 27°31'00" West 14.12 feet; (2) thence along a 63.10 foot radius curve to the left 31.79 feet, chord bearing North 41°56'59" West (3) thence North 56°22'57" West 51.03 feet; (4) thence along a 130.89 foot curve to the right 56.42 feet, chord bearing North 44°02'03" West; (5) thence North 31°41'08" West 60.09 feet; (6) thence along a 664.07 foot radius curve to the left 126.01 feet, chord bearing North 37°07'16" West; (7) thence North 42°33'26" West 9.57 feet; thence West 302.07 feet; thence South 557.00 feet; thence East 525.00 feet; thence South 1263.79 feet; thence West 1966.54 feet to the Easterly right of way line of U.S. Highway 40; thence along said right of way North 32°00'26" West 1906.36 feet; thence North 57°59'34" East 407.19 feet to the point of beginning.

LESS AND EXCEPTING FROM PARCEL 1, THE FOLLOWING (Wasatch Commons Subdivision Phase 1 Plat):

Beginning at a point being North 00°06'58" West 686.96 feet along the Section Line and East 928.93 feet from the Southwest Corner of Section 20, Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running thence North 32°00'26" West 544.02 feet; thence Northwesterly 92.27 feet along the arc of a 2,517.50 foot radius curve to the right (center bears North 57°59'34" East and the chord bears North 30°57'26" West 92.26 feet with a central angle of 02°06'00");

thence North 29°54'26" West 24.60 feet; thence Northwesterly 59.80 feet along the arc of a 447.00 foot radius curve to the left (center bears South 60°05'34" West and the chord bears North 33°44'24" West 59.76 feet with a central angle of 07°39'55"); thence North 37°34'21" West 36.75 feet; thence Northwesterly 14.86 feet along the arc of a 153.00 foot radius curve to the right (center bears North 52°25'39" East and the chord bears North 34°47'23" West 14.86 feet with a central angle of 05°33'55"); thence North 32°00'26" West 44.05 feet; thence South 57°59'34" West 12.00 feet; thence North 32°00'26" West 10.00 feet; thence Northwesterly 34.27 feet along the arc of a 35.50 foot radius curve to the left (center bears South 57°59'34" West and the chord bears North 59°39'32" West 32.95 feet with a central angle of 55°18'12"); thence Northwesterly 31.12 feet along the arc of a 94.50 foot radius curve to the right (center bears North 02°41'22" East and the chord bears North 77°52'35" West 30.98 feet with a central angle of 18°52'06"); thence Southwesterly 33.19 feet along the arc of a 35.50 foot radius curve to the left (center bears South 21°33'28" West and the chord bears South 84°46'31" West 31.99 feet with a central angle of 53°33'54"); thence South 57°59'34" West 145.41 feet to the Easterly Right-of-Way Line of State Highway No. 40; thence North 32°00'26" West 100.00 feet along the Easterly Right-of-Way Line of said State Highway No. 40; thence North 57°59'34" East 26.05 feet; thence Northeasterly 26.20 feet along the arc of a 165.00 foot radius curve to the right (center bears South 32°00'26" East and the chord bears North 62°32'31" East 26.17 feet with a central angle of 09°05'55"); thence North 67°05'29" East 52.01 feet; thence Northeasterly 21.44 feet along the arc of a 135.00 foot radius curve to the left (center bears North 22°54'31" West and the chord bears North 62°32'32" East 21.42 feet with a central angle of 09°05'55"); thence North 57°59'34" East 24.11 feet; thence Northeasterly 31.61 feet along the arc of a 35.50 foot radius curve to the left (center bears North 32°00'26" West and the chord bears North 32°29'14" East 30.57 feet with a central angle of 51°00'41"); thence Northeasterly 26.91 feet along the arc of a 94.50 foot radius curve to the right (center bears South 83°01'07" East and the chord bears North 15°08'20" East 26.82 feet with a central angle of 16°18'53"); thence Northwesterly 34.27 feet along the arc of a 35.50 foot radius curve to the left (center bears North 66°42'14" West and the chord bears North 04°21'20" West 32.95 feet with a central angle of 55°18'12"); thence North 32°00'26" West 1.29 feet; thence North 50°09'54" East 77.72 feet; thence South 32°00'26" East 11.87 feet; thence Southeasterly 34.27 feet along the arc of a 35.50 foot radius curve to the left (center bears North 57°59'34" East and the chord bears South 59°39'32" East 32.95 feet with a central angle of 55°18'12"); thence Southeasterly 50.41 feet along the arc of a 94.50 foot radius curve to the right (center bears South 02°41'22" West and the chord bears South 72°01'42" East 49.82 feet with a central angle of 30°33'53"); thence Southeasterly 30.50 feet along the arc of a 35.50 foot radius curve to the left (center bears North 33°15'15" East and the chord bears South 81°21'31" East 29.57 feet with a central angle of 49°13'32"); thence Southeasterly 391.17 feet along the arc of a 488.50 foot radius curve to the right (center bears South 15°58'17" East and the chord bears South 83°01'53" East 380.80 feet with a central angle of 45°52'49"); thence South 60°05'28" East

103.22 feet; thence Southeasterly 13.57 feet along the arc of a 17.50 foot radius curve to the left (center bears North 74°19'27" East and the chord bears South 37°53'00" East 13.23 feet with a central angle of 44°24'55"); thence South 60°05'28" East 50.00 feet; thence South 29°54'32" West 67.00 feet; thence South 60°05'28" East 29.46 feet; thence Southeasterly 259.90 feet along the arc of a 483.50 foot radius curve to the left (center bears North 29°54'32" East and the chord bears South 75°29'25" East 256.78 feet with a central angle of 30°47'55") to the Westerly Line of the Wasatch Canal; thence Southeasterly 93.41 feet along a the arc of 201.49 foot radius curve to the left (center bears North 66°49'47" East and the chord bears South 36°27'04" East 92.57 feet with a central angle of 26°33'41") along said Westerly Line of the Wasatch Canal; thence South 49°44'54" East 30.70 feet along said Westerly Line of the Wasatch Canal; thence Southeasterly 27.92 feet along a the arc of 75.00 foot radius curve to the right (center bears South 40°15'06" West and the chord bears South 39°04'58" East 27.76 feet with a central angle of 21°19'52") along said Westerly Line of the Wasatch Canal; thence South 28°24'59" East 46.48 feet along said Westerly Line of the Wasatch Canal; thence Southeasterly 59.68 feet along a the arc of 100.00 foot radius curve to the left (center bears North 61°35'01" East and the chord bears South 45°30'48" East 58.80 feet with a central angle of 34°11'38") along said Westerly Line of the Wasatch Canal; thence South 62°36'33" East 31.01 feet along said Westerly Line of the Wasatch Canal; thence Southeasterly 24.90 feet along a the arc of 52.16 foot radius curve to the right (center bears South 27°23'27" West and the chord bears South 48°55'52" East 24.67 feet with a central angle of 27°21'23") along said Westerly Line of the Wasatch Canal; thence South 35°15'16" East 32.66 feet along said Westerly Line of the Wasatch Canal; thence Southeasterly 52.18 feet along a the arc of 139.48 foot radius curve to the left (center bears North 54°44'44" East and the chord bears South 45°58'21" East 51.88 feet with a central angle of 21°26'09") along said Westerly Line of the Wasatch Canal; thence South 56°41'26" East 141.96 feet along said Westerly Line of the Wasatch Canal; thence Southeasterly 59.38 feet along a the arc of 244.36 foot radius curve to the right (center bears South 33°18'34" West and the chord bears South 49°43'47" East 59.23 feet with a central angle of 13°55'19") along said Westerly Line of the Wasatch Canal; thence South 42°46'10" East 243.31 feet along said Westerly Line of the Wasatch Canal; thence Southeasterly 32.50 feet along a the arc of 180.84 foot radius curve to the left (center bears North 47°13'50" East and the chord bears South 47°55'04" East 32.46 feet with a central angle of 10°17'49") along said Westerly Line of the Wasatch Canal; thence West 981.15 feet to the point of beginning.

[Contains 696,863 Square Feet or 15.998 Acres]

Parcel 2 (Green Valley Road):

Beginning at a point being North 00°06'58" West 686.96 feet along the Section Line and East 928.93 feet from the Southwest Corner of Section 20, Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running thence North 32°00'26" West 544.02

feet; thence Northwesterly 92.27 feet along a the arc of 2517.50 foot radius curve to the right (center bears North 57°59'34" East and the chord bears North 30°57'26" West 92.26 feet with a central angle of 02°06'00"); thence North 29°54'26" West 24.60 feet; thence Northwesterly 59.80 feet along a the arc of 447.00 foot radius curve to the left (center bears South 60°05'34" West and the chord bears North 33°44'24" West 59.76 feet with a central angle of 07°39'55"); thence North 37°34'21" West 36.75 feet; thence Northwesterly 14.86 feet along the arc of a 153.00 foot radius curve to the right (center bears North 52°25'39" East and the chord bears North 34°47'24" West 14.86 feet with a central angle of 05°33'55"); thence North 32°00'26" West 44.05 feet; thence North 57°59'34" East 59.00 feet; thence South 32°00'26" East 46.21 feet; thence South 33°00'52" East 66.80 feet; thence South 29°54'26" East 68.75 feet; thence Southeasterly 86.43 feet along the arc of a 2465.00 foot radius curve to the left (center bears North 60°05'34" East and the chord bears South 30°54'43" East 86.43 feet with a central angle of 02°00'32"); thence South 32°00'26" East 123.74 feet; thence South 32°00'26" East 457.01 feet; thence West 61.92 feet to the point of beginning. [Contains 44,328 Square Feet or 1.018 Acres]

EXHIBIT B

WASATCH COMMONS SUPPLEMENTAL DEVELOPMENT AGREEMENT

[Landscape Plan]

NOTES:

1. THE DESIGN IS BASED UPON AVAILABLE RECORD INFORMATION OF 2014. RECORD INFORMATION IS SUBJECT TO VERIFICATION BY THE DESIGNER. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR ANY DISCREPANCIES OR OMISSIONS IN THE RECORD INFORMATION.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. DIMENSIONS TO CENTERLINE SHALL BE NOTED AS SUCH.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. DIMENSIONS TO CENTERLINE SHALL BE NOTED AS SUCH.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. DIMENSIONS TO CENTERLINE SHALL BE NOTED AS SUCH.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. DIMENSIONS TO CENTERLINE SHALL BE NOTED AS SUCH.
6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. DIMENSIONS TO CENTERLINE SHALL BE NOTED AS SUCH.
7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. DIMENSIONS TO CENTERLINE SHALL BE NOTED AS SUCH.
8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. DIMENSIONS TO CENTERLINE SHALL BE NOTED AS SUCH.
9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. DIMENSIONS TO CENTERLINE SHALL BE NOTED AS SUCH.
10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. DIMENSIONS TO CENTERLINE SHALL BE NOTED AS SUCH.

RESERVATION KEYED NOTES:

- 1. SEE PLAN FOR DIMENSIONS AND NOTES.
- 2. SEE PLAN FOR DIMENSIONS AND NOTES.
- 3. SEE PLAN FOR DIMENSIONS AND NOTES.
- 4. SEE PLAN FOR DIMENSIONS AND NOTES.
- 5. SEE PLAN FOR DIMENSIONS AND NOTES.
- 6. SEE PLAN FOR DIMENSIONS AND NOTES.
- 7. SEE PLAN FOR DIMENSIONS AND NOTES.
- 8. SEE PLAN FOR DIMENSIONS AND NOTES.
- 9. SEE PLAN FOR DIMENSIONS AND NOTES.
- 10. SEE PLAN FOR DIMENSIONS AND NOTES.

PLANTING NOTES:

1. ALL PLANTING SHALL BE DONE ACCORDING TO THE SUPPLIER'S RECOMMENDATIONS AND THE DESIGNER'S NOTES.
2. ALL PLANTING SHALL BE DONE ACCORDING TO THE SUPPLIER'S RECOMMENDATIONS AND THE DESIGNER'S NOTES.
3. ALL PLANTING SHALL BE DONE ACCORDING TO THE SUPPLIER'S RECOMMENDATIONS AND THE DESIGNER'S NOTES.
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7. ALL PLANTING SHALL BE DONE ACCORDING TO THE SUPPLIER'S RECOMMENDATIONS AND THE DESIGNER'S NOTES.
8. ALL PLANTING SHALL BE DONE ACCORDING TO THE SUPPLIER'S RECOMMENDATIONS AND THE DESIGNER'S NOTES.
9. ALL PLANTING SHALL BE DONE ACCORDING TO THE SUPPLIER'S RECOMMENDATIONS AND THE DESIGNER'S NOTES.
10. ALL PLANTING SHALL BE DONE ACCORDING TO THE SUPPLIER'S RECOMMENDATIONS AND THE DESIGNER'S NOTES.

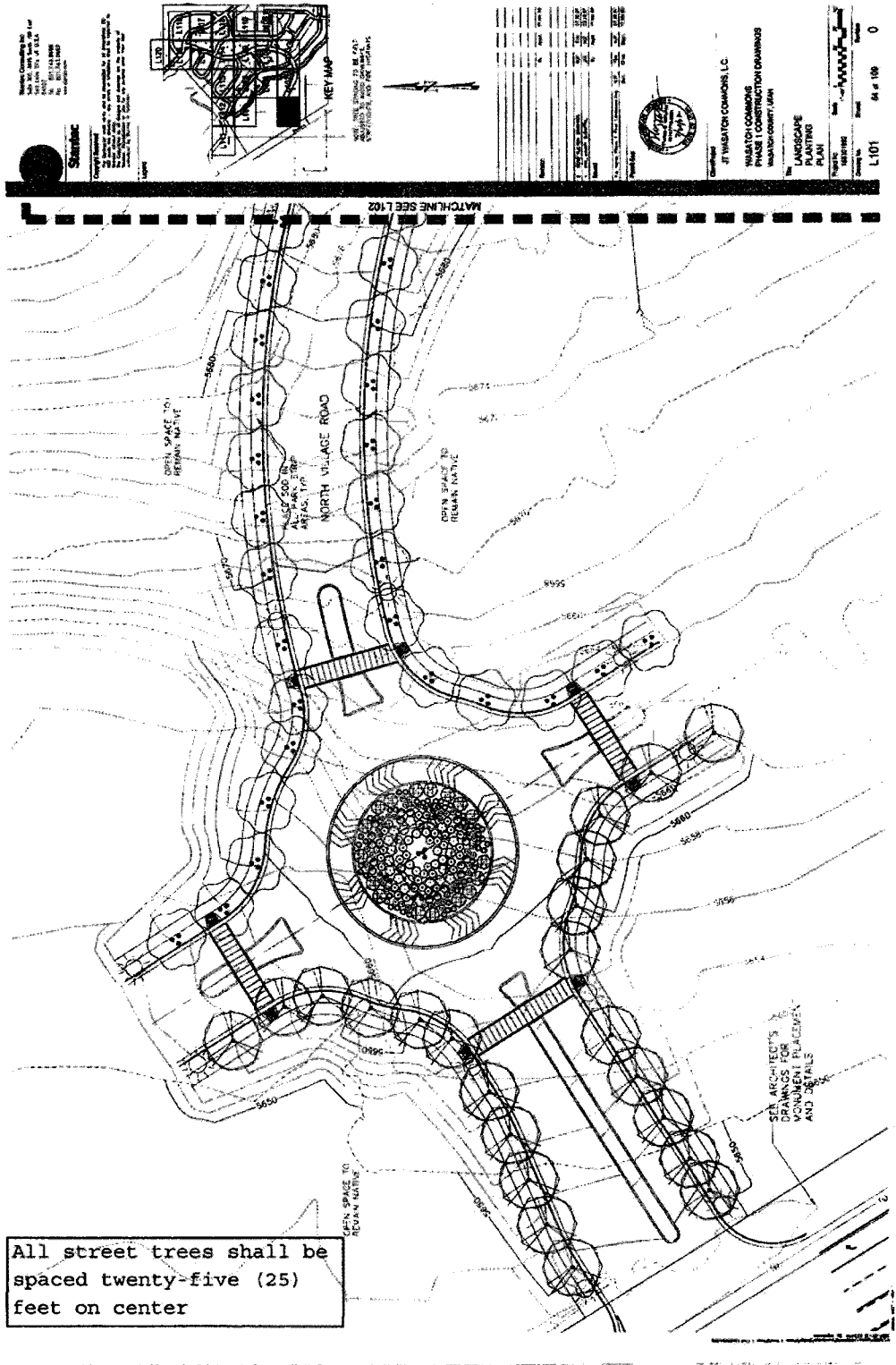
PLANTING	QTY	SIZE	SPACING	NOTES
...

PLANTING	QTY	SIZE	SPACING	NOTES
...

WASATCH COMMONS LANDSCAPE RESERVATION NOTES:

- 1. SEE PLAN FOR DIMENSIONS AND NOTES.
- 2. SEE PLAN FOR DIMENSIONS AND NOTES.
- 3. SEE PLAN FOR DIMENSIONS AND NOTES.
- 4. SEE PLAN FOR DIMENSIONS AND NOTES.
- 5. SEE PLAN FOR DIMENSIONS AND NOTES.
- 6. SEE PLAN FOR DIMENSIONS AND NOTES.
- 7. SEE PLAN FOR DIMENSIONS AND NOTES.
- 8. SEE PLAN FOR DIMENSIONS AND NOTES.
- 9. SEE PLAN FOR DIMENSIONS AND NOTES.
- 10. SEE PLAN FOR DIMENSIONS AND NOTES.

SCALE: 1" = 10'



All street trees shall be spaced twenty-five (25) feet on center

EXHIBIT B (continued)

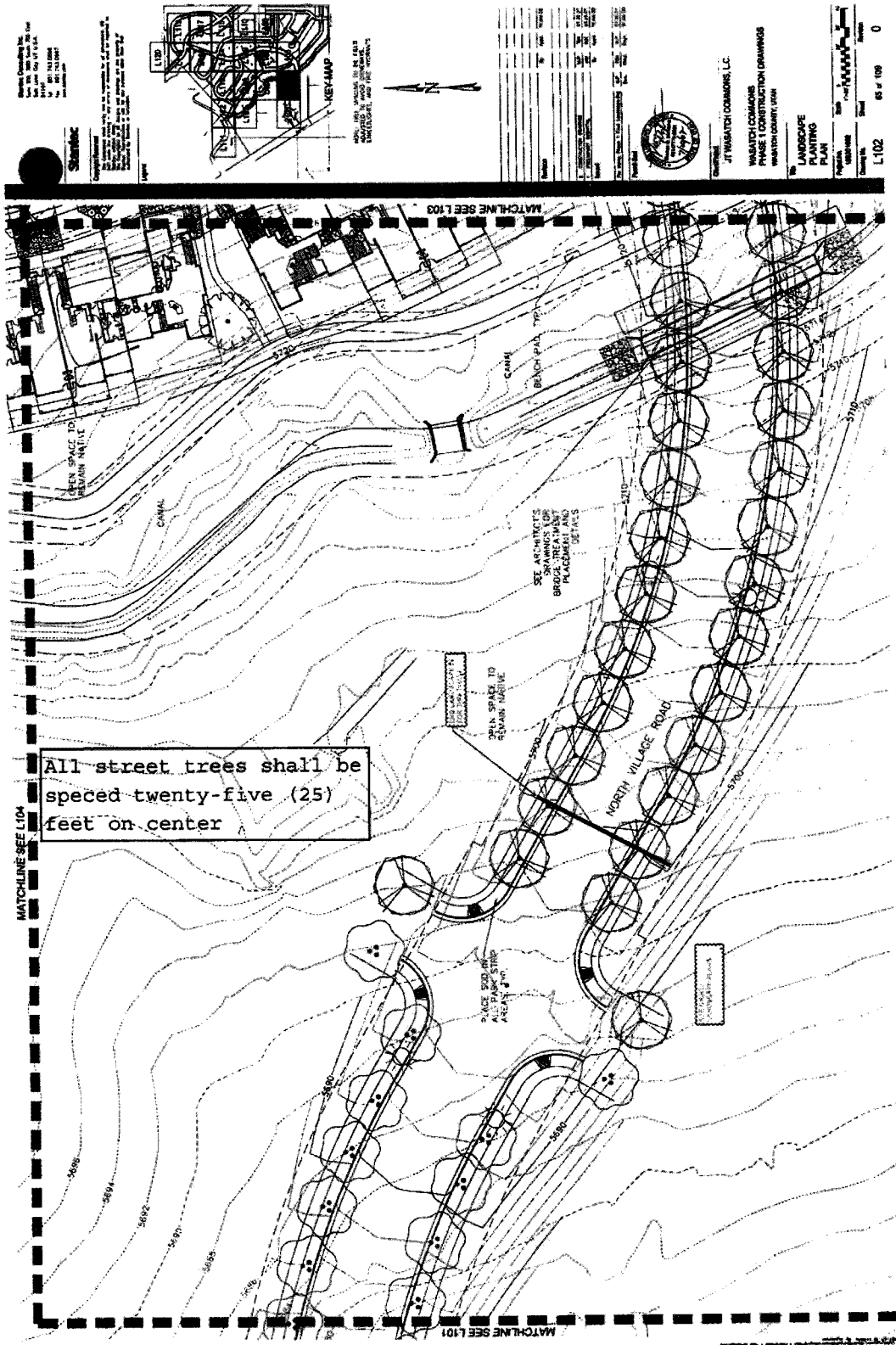


EXHIBIT B (continued)

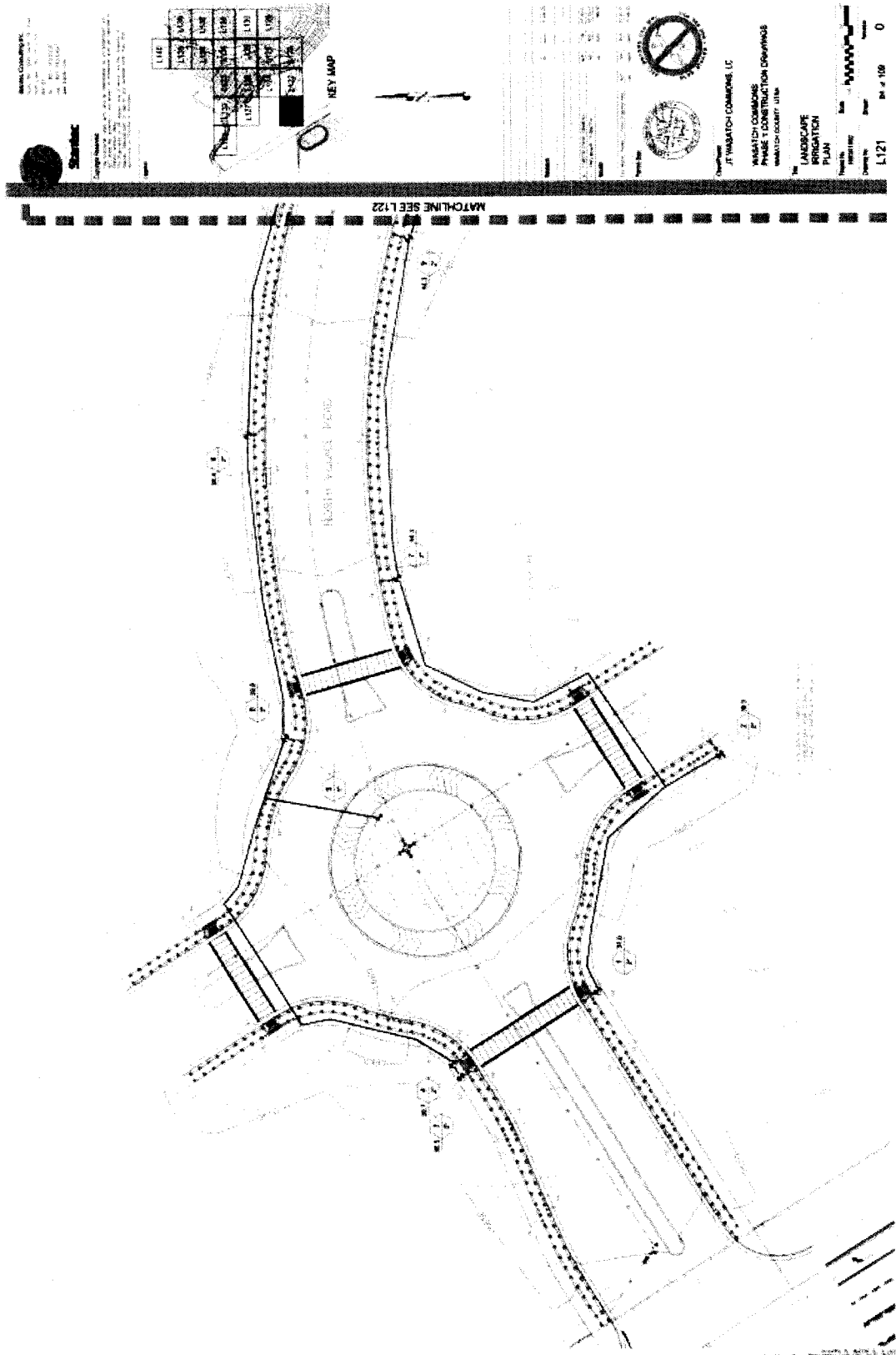


EXHIBIT B (continued)

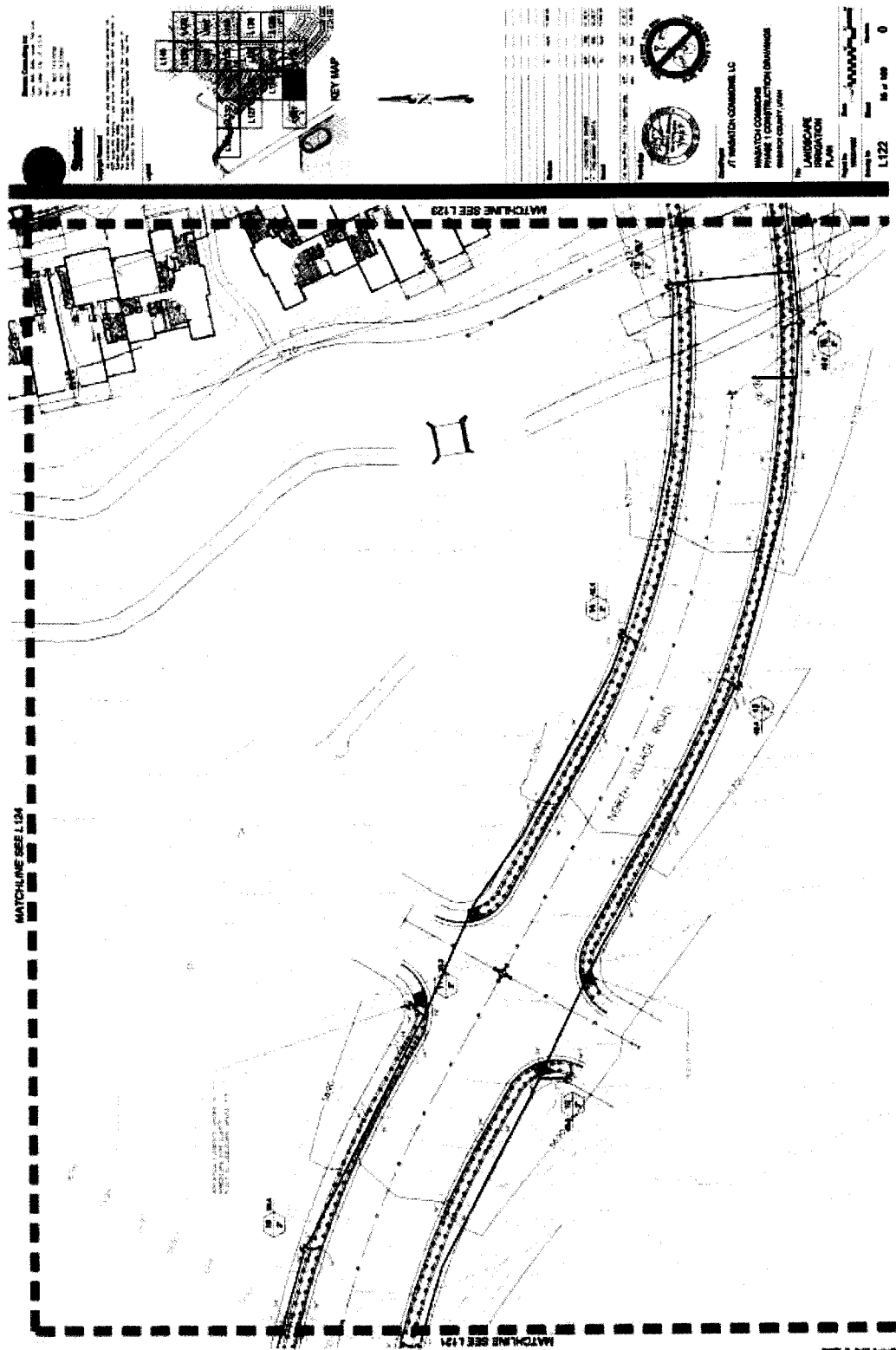


EXHIBIT B (continued)

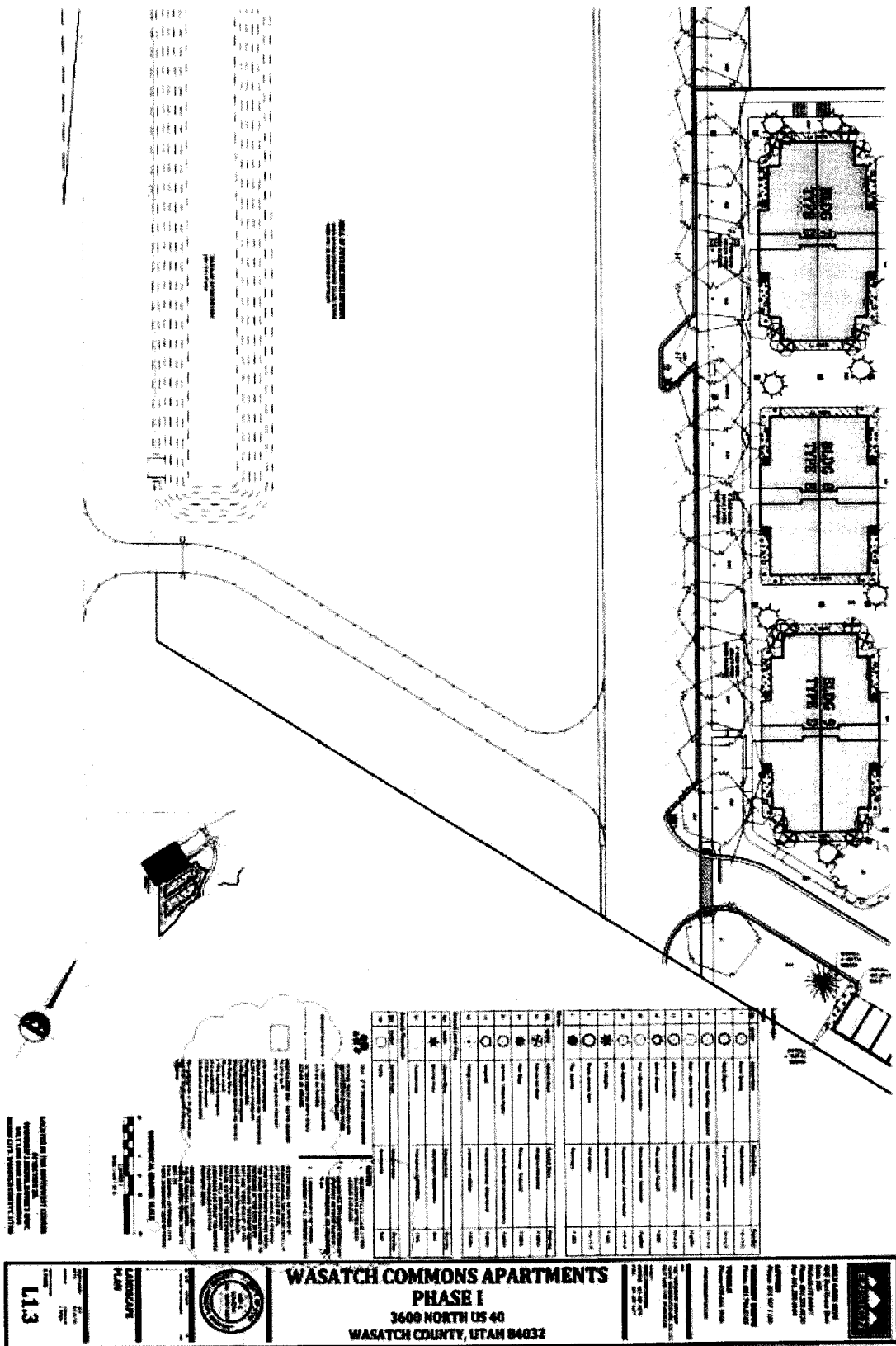


EXHIBIT B (continued)

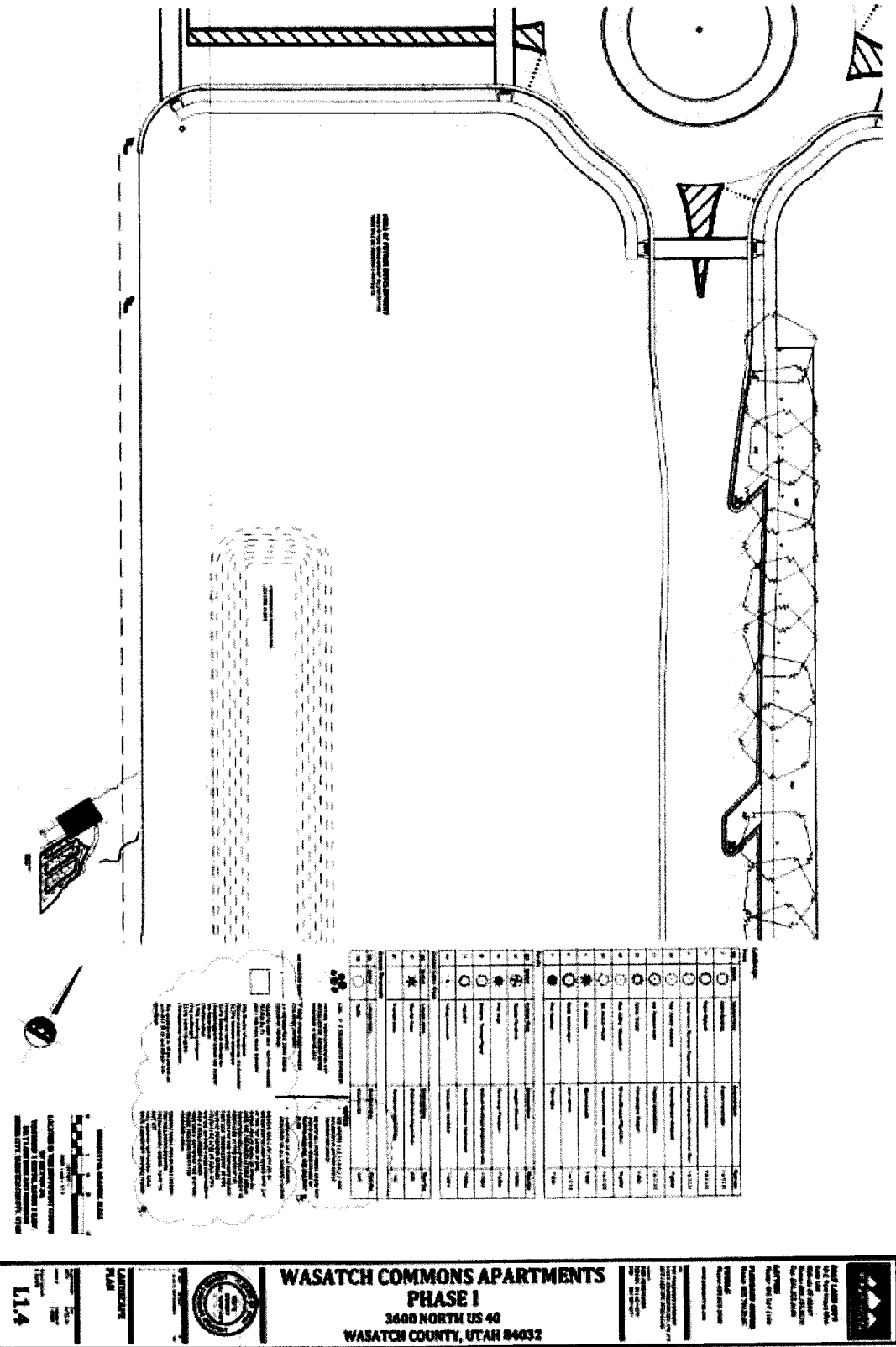


EXHIBIT C

WASATCH COMMONS SUPPLEMENTAL DEVELOPMENT AGREEMENT

[Approved Dark Sky Compliant Lighting]

<p>NOTE: 1) SPECIFY FIXTURE ASSY. REFLECTOR TYPE.</p> <p>INSPECTION HANDHOLE LOCATION FIXTURE ORIENTATION</p> <p>Ø 7" B.C.</p> <p>BOTTOM VIEW (INDICATES POLE IS LAYING DOWN WITH HANDHOLE FACING UP)</p> <p>20'-0"</p> <p>6'-0"</p> <p>GROUT UNDER ENTIRE BASE BY OTHERS</p>	<p>TYPE</p> <p>CATALOG NUMBER UCL-ANG-H* SLA4 PR4-4R20-226</p> <p>FINISH: POLYESTER POWDER COAT. AAL COLOR: SPECIFY</p> <p>TO MATCH:</p> <p>PROVIDE A SAMPLE COLOR CHIP</p> <p>LAMPING ED-18 LAMP TYPE HPS</p> <p>PULSE RATED SOCKET MOGUL</p> <p>WATTAGE 250</p> <p>VOLTAGE MULTI-TAP</p> <p>ALL BALLASTS ARE HPF CONSTANT WATTAGE, -30 DEGREE STARTING. ALL SOCKETS ARE PORCELAIN, PULSE RATED 4KVA</p> <p>ANCHOR BOLTS QTY 4</p> <p>SIZE 3/4" X 24" X 3"</p> <p>BOLT CIRCLE 7"</p> <p>PROJECTION 3 3/4"</p> <p>FS1/FS2 OPTIONS: FUSE HOLDERS ONLY. FUSES BY OTHERS.</p> <p>LEVELING NUTS AND WASHERS MUST BE INSTALLED UNDER ALL BASES</p> <p>ONE APPROVED DRAWING MUST BE RETURNED TO A.A.L. BEFORE THIS PRODUCT CAN BE FABRICATED</p> <p>WARNING: THIS FIXTURE MUST BE GROUNDED IN ACCORDANCE WITH LOCAL CODES OR THE NATIONAL ELECTRICAL CODE. FAILURE TO DO SOMAY RESULT IN SERIOUS PERSONAL INJURY.</p>
	<p>SOLD TO: PO# JOB NAME: WASATCH COMMONS</p>
	<p>18555 East Gale Avenue City of Industry, CA 91745 (626)968-5666</p> <p>Architectural Area Lighting Reserves The Right To Change Manufacturing Processes Without Notice.</p>
	<p>DATE 5/21/2010 DRWN AFlores</p> <p>DATE APPROVD</p> <p>DATE REV.</p>

EXHIBIT D

WASATCH COMMONS SUPPLEMENTAL DEVELOPMENT AGREEMENT

[Construction Schedule]

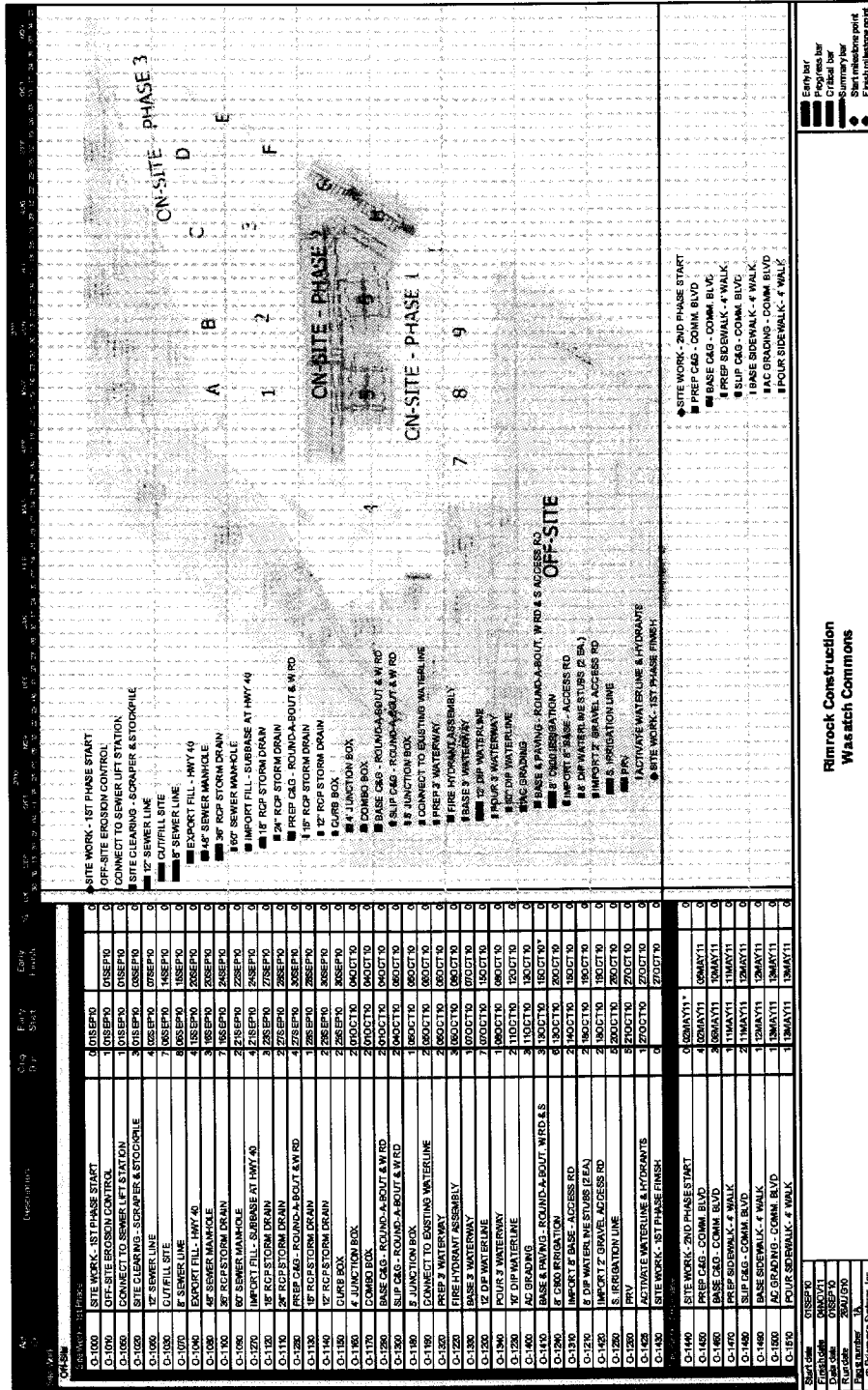


Exhibit D - Page 1 of 9

EXHIBIT D (continued)

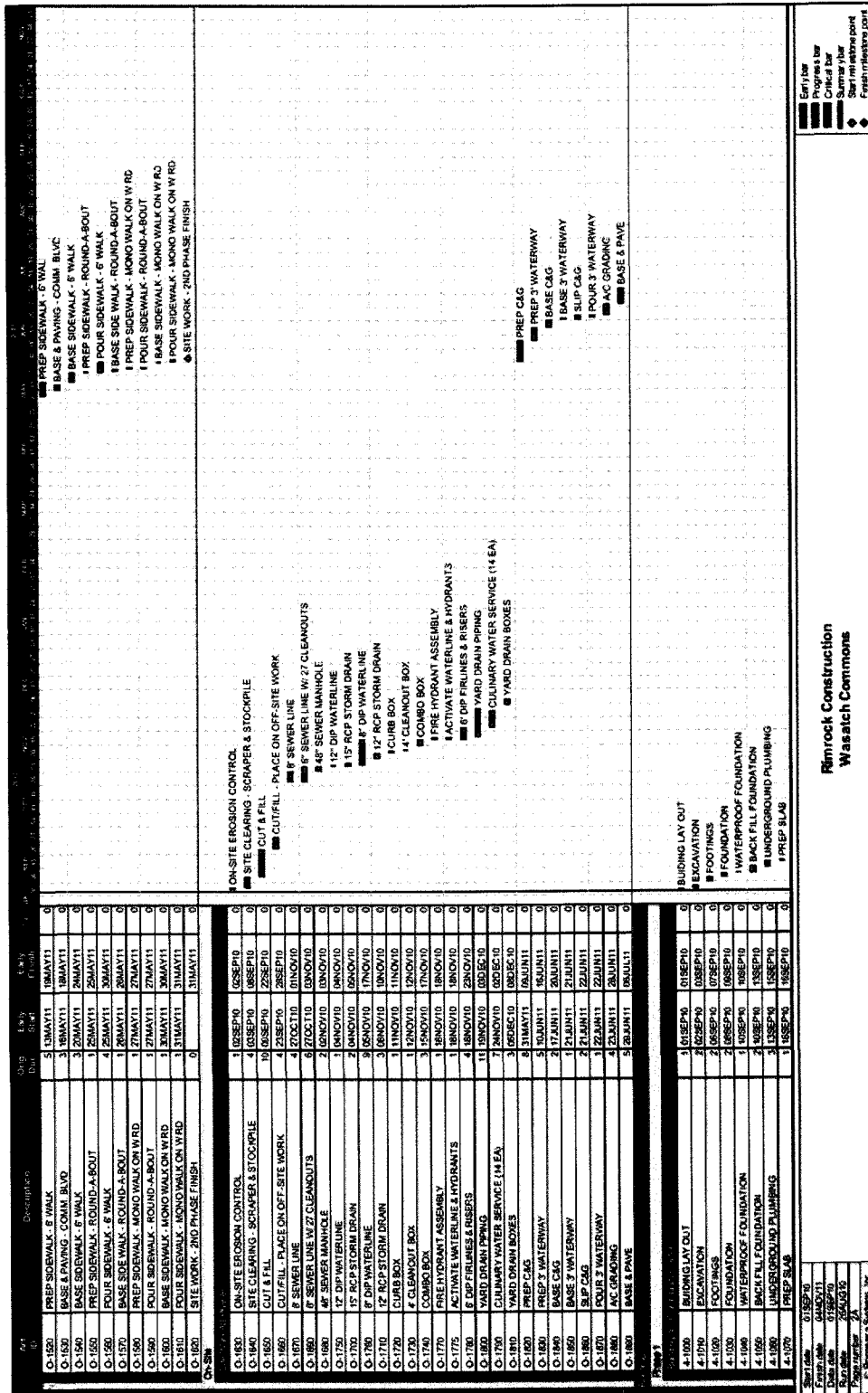


EXHIBIT D (continued)

ACT	DATE	DESCRIPTION	QTY	UNIT	DATE	STATUS
4-1090	2/17/91	FOUR SLAB	2	0	2/28/91	0
4-1090	12/28/90	FRAMING	1	0	12/29/90	0
4-1120	4/11/91	ROUGH ELECTRICAL INC PHONE & DATA	1	0	4/11/91	0
4-1130	4/11/91	ROUGH FIRE SPRINKLER	1	0	4/11/91	0
4-1140	4/11/91	ROUGH FIRE SPRINKLER	1	0	4/11/91	0
4-1150	4/11/91	ASPHALT SHINGLES	1	0	4/11/91	0
4-1160	4/11/91	PRE ROCK	1	0	4/11/91	0
4-1180	2/17/91	INSTALL WINDOWS	2	0	2/17/91	0
4-1190	4/11/91	ROUGH HVAC	1	0	4/11/91	0
4-1170	4/11/91	FRAME DROP CEILINGS	1	0	4/11/91	0
4-1180	2/28/91	FOURWAY INSPECTION	2	0	2/28/91	0
4-1190	2/28/91	INSULATION	2	0	2/28/91	0
4-1200	6/11/91	DRYWALL	1	0	6/11/91	0
4-1210	3/19/91	FINISH CARPENTRY	1	0	3/19/91	0
4-1220	4/22/91	PAINT	4	0	4/22/91	0
4-1230	5/26/91	VINYL FLOORING	5	0	5/26/91	0
4-1240	3/26/91	CABINETS & COUNTERTOPS	3	0	3/26/91	0
4-1250	0/30/91	SUB FLOORING	0	0	3/26/91	0
4-1260	1/31/91	BATH ACCESSORIES INC WIRE SHELVES	1	0	3/26/91	0
4-1270	2/31/91	FINISH ELECTRICAL	2	0	3/26/91	0
4-1280	2/31/91	FINISH PLUMBING	2	0	3/26/91	0
4-1290	2/31/91	FINISH HVAC	2	0	3/26/91	0
4-1300	2/31/91	FINISH FIRE SPRINKLER	2	0	3/26/91	0
4-1310	2/31/91	CARPET	2	0	3/26/91	0
4-1320	2/31/91	DOOR HARDWARE	2	0	3/26/91	0
4-1330	2/31/91	FINAL INSPECTION	2	0	3/26/91	0
4-1340	2/31/91	BUILDING FINISH	2	0	3/26/91	0
7-1000	1/28/91	BUILDING LAY OUT	1	0	1/28/91	0
7-1010	1/28/91	EXCAVATION	1	0	1/28/91	0
7-1020	4/10/91	FOUNDATIONS	4	0	4/10/91	0
7-1030	6/18/91	FOUNDATION	6	0	6/18/91	0
7-1040	2/24/91	WATERPROOF FOUNDATION	2	0	2/24/91	0
7-1050	2/24/91	BACK FILL FOUNDATION	2	0	2/24/91	0
7-1060	4/27/91	UNDERGROUND PLUMBING	4	0	4/27/91	0
7-1070	1/10/91	PREP SLAB	1	0	1/10/91	0
7-1080	2/10/91	FOUR SLAB	2	0	2/10/91	0
7-1090	2/10/91	FRAMING	2	0	2/10/91	0
7-1100	5/13/91	ASPHALT SHINGLES	5	0	5/13/91	0
7-1110	8/13/91	ROUGH ELECTRICAL INC PHONE & DATA	8	0	8/13/91	0
7-1120	8/13/91	ROUGH PLUMBING	8	0	8/13/91	0
7-1130	8/13/91	ROUGH FIRE SPRINKLER	8	0	8/13/91	0
7-1140	8/13/91	PRE ROCK	8	0	8/13/91	0
7-1150	8/13/91	ROUGH HVAC	8	0	8/13/91	0
7-1160	8/13/91	INSTALL WINDOWS	8	0	8/13/91	0
7-1170	8/13/91	FRAME DROP CEILINGS	8	0	8/13/91	0
7-1180	8/13/91	FOURWAY INSPECTION	8	0	8/13/91	0
7-1190	8/13/91	INSULATION	8	0	8/13/91	0
7-1200	8/13/91	DRYWALL	8	0	8/13/91	0
7-1210	8/13/91	FINISH CARPENTRY	8	0	8/13/91	0
7-1220	8/13/91	PAINT	8	0	8/13/91	0
7-1230	8/13/91	SUB FLOORING	8	0	8/13/91	0

■ Early bar
 ■ Progress bar
 ■ Critical bar
 ■ Summary bar
 ■ Bar milestone point
 ◆ Pre-assembly point

■ BUILDING LAY OUT
 ■ EXCAVATION
 ■ FOUNDATIONS
 ■ WATERPROOF FOUNDATION
 ■ BACK FILL FOUNDATION
 ■ UNDERGROUND PLUMBING
 ■ PREP SLAB
 ■ FOUR SLAB
 ■ FRAMING
 ■ ASPHALT SHINGLES
 ■ ROUGH ELECTRICAL INC PHONE & DATA
 ■ ROUGH PLUMBING
 ■ ROUGH FIRE SPRINKLER
 ■ PRE ROCK
 ■ ROUGH HVAC
 ■ INSTALL WINDOWS
 ■ FRAME DROP CEILINGS
 ■ FOURWAY INSPECTION
 ■ INSULATION
 ■ DRYWALL
 ■ FINISH CARPENTRY
 ■ PAINT
 ■ SUB FLOORING

Remrock Construction
 Wasatch Commons

EXHIBIT D (continued)

ACT	DATE	CONTRACTORS	DATE	DATE	DATE	DATE	DATE	DATE
NO.								
7-1240		VINYL FLOORING	0	31JAN11	07FEB11	0		
7-1250		CABINETS & COUNTERTOPS	0	07FEB11	08FEB11	0		
7-1260		BATH ACCESSORIES INC WIRE SHELVES	0	04FEB11	04FEB11	0		
7-1270		FINISH ELECTRICAL	0	04FEB11	05FEB11	0		
7-1280		FINISH PLUMBING	0	04FEB11	05FEB11	0		
7-1290		FINISH HVAC	0	04FEB11	05FEB11	0		
7-1300		FINISH FIRE SPRINKLER	0	04FEB11	05FEB11	0		
7-1310		CARPET	0	07FEB11	14FEB11	0		
7-1320		DOOR HARDWARE	0	14FEB11	15FEB11	0		
7-1330		FINAL INSPECTION	0	15FEB11	16FEB11	0		
7-1340		BUILDING FINISH	0		16FEB11	0		
8-1000		BUILDING LAY OUT	0	16SEP10	16SEP10	0		
8-1010		EXCAVATION	0	16SEP10	16SEP10	0		
8-1020		FOUNDATIONS	0	24SEP10	28SEP10	0		
8-1030		FOUNDATION	0	30SEP10	07OCT10	0		
8-1040		WATERPROOF FOUNDATION	0	20OCT10	11OCT10	0		
8-1050		BACK FILL FOUNDATION	0	06OCT10	11OCT10	0		
8-1060		UNDERGROUND PLUMBING	0	4 11OCT10	14OCT10	0		
8-1070		PREP SLAB	0	1 15OCT10	15OCT10	0		
8-1080		FOUR SLAB	0	2 16OCT10	19OCT10	0		
8-1090		FRAMING	0	20 13DEC10	07JAN11	0		
8-1100		ASPHALT SHINGLES	0	5 10JAN11	14JAN11	0		
8-1110		ROUGH ELECTRICAL INC PHONE & DATA	0	8 10JAN11	10JAN11	0		
8-1120		ROUGH PLUMBING	0	8 10JAN11	10JAN11	0		
8-1130		ROUGH FIRE SPRINKLER	0	8 10JAN11	10JAN11	0		
8-1140		PRE ROCK	0	6 12JAN11	15JAN11	0		
8-1150		ROUGH HVAC	0	10 13JAN11	26JAN11	0		
8-1160		INSTALL WINDOWS	0	4 20JAN11	25JAN11	0		
8-1170		FRAME DROP CEILING	0	5 21JAN11	27JAN11	0		
8-1180		FOURWAY INSPECTION	0	2 28JAN11	31JAN11	0		
8-1190		INSULATION	0	4 07FEB11	04FEB11	0		
8-1200		DRYWALL	0	13 07FEB11	22FEB11	0		
8-1210		FINISH CARPENTRY	0	8 09FEB11	25FEB11	0		
8-1220		PAINT	0	8 22FEB11	03MAR11	0		
8-1230		SUB FLOORING	0	8 22FEB11	03MAR11	0		
8-1240		VINYL FLOORING	0	8 22FEB11	07MAR11	0		
8-1250		CABINETS & COUNTERTOPS	0	8 01MAR11	03MAR11	0		
8-1260		BATH ACCESSORIES INC WIRE SHELVES	0	8 01MAR11	03MAR11	0		
8-1270		FINISH ELECTRICAL	0	4 03MAR11	03MAR11	0		
8-1280		FINISH PLUMBING	0	4 03MAR11	03MAR11	0		
8-1290		FINISH HVAC	0	4 03MAR11	03MAR11	0		
8-1300		FINISH FIRE SPRINKLER	0	4 03MAR11	03MAR11	0		
8-1310		CARPET	0	8 07MAR11	14MAR11	0		
8-1320		DOOR HARDWARE	0	2 14MAR11	15MAR11	0		
8-1330		FINAL INSPECTION	0	2 15MAR11	16MAR11	0		
8-1340		BUILDING FINISH	0		16MAR11	0		
9-1000		BUILDING LAY OUT	0	1 28SEP10	28SEP10	0		
9-1010		EXCAVATION	0	1 28SEP10	28SEP10	0		
9-1020		FOUNDATIONS	0	4 06OCT10	13OCT10	0		
9-1030		FOUNDATION	0	8 12OCT10	18OCT10	0		

- █ Early bar
- █ Progress bar
- █ Critical bar
- █ Summary bar
- █ Start/finish point
- Start/finish point

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EXHIBIT D (continued)

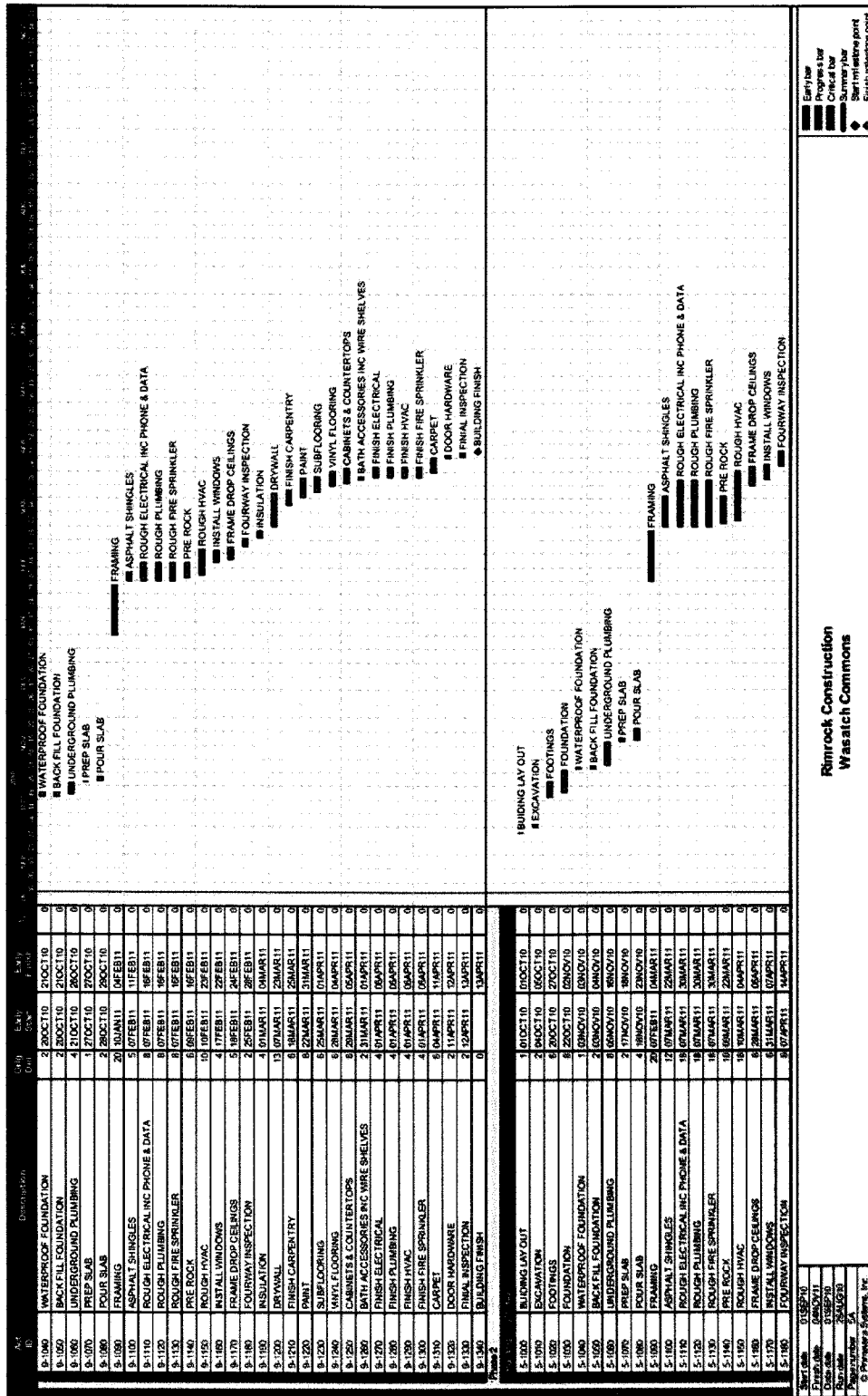
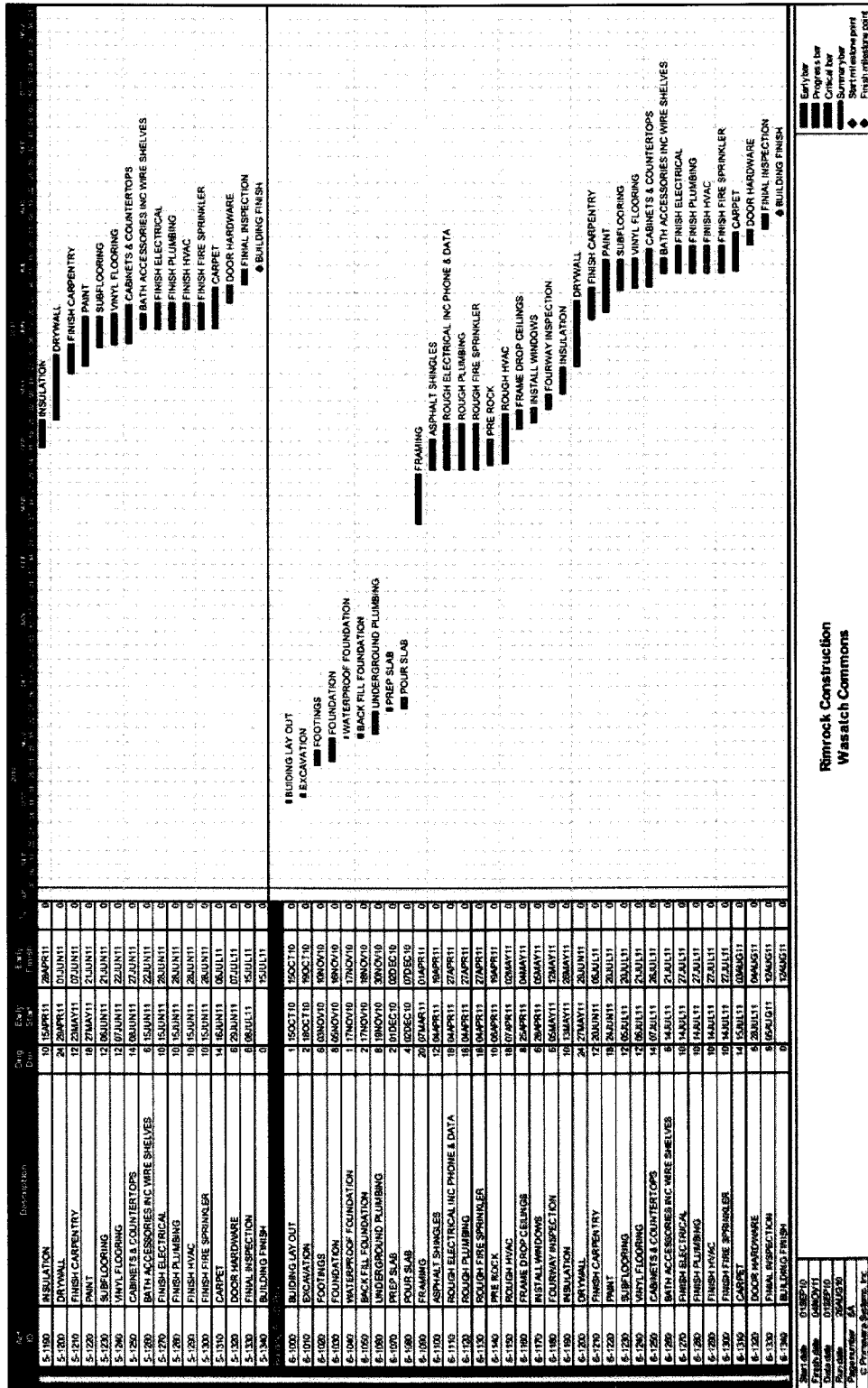


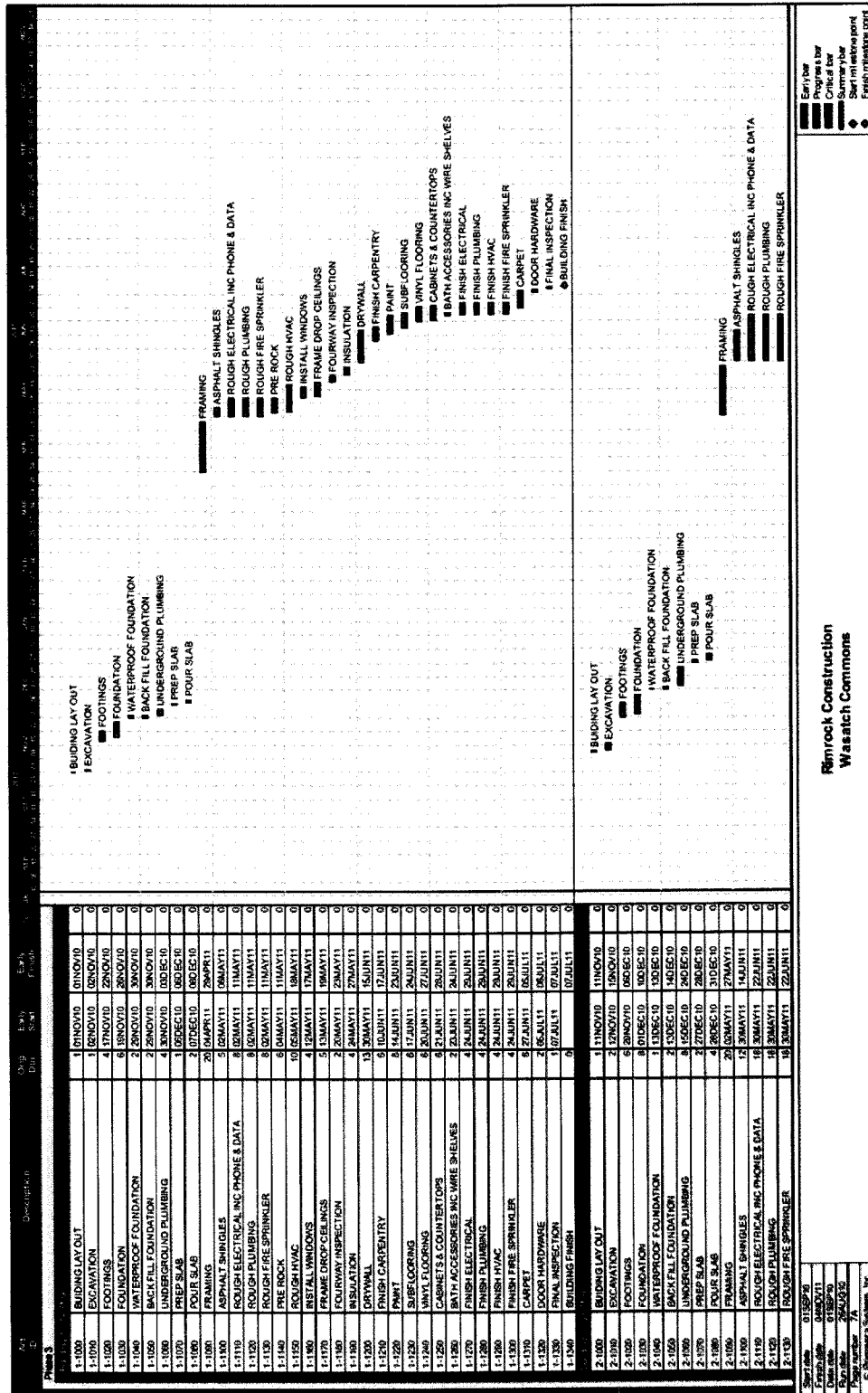
EXHIBIT D (continued)



Early bar
 Progress bar
 Critical bar
 Summary bar
 Start/finish point
 Finish/finish point

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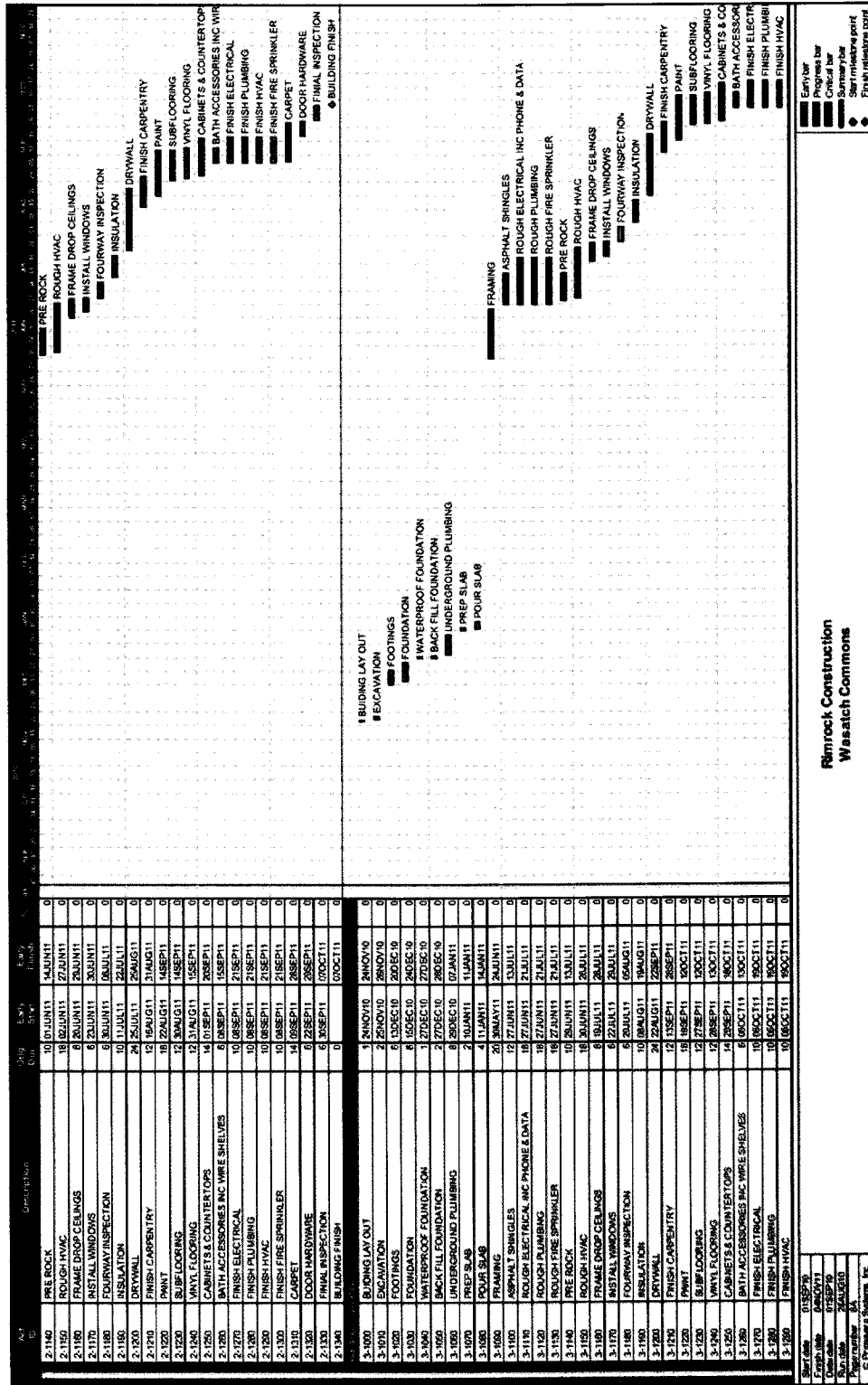
EXHIBIT D (continued)



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