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Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 11 P.

When recorded mail to:

Suburban Land Reserve, Inc.
Attention: R. Steven Romney, President
79 S. Main St., Suite 500
Salt Lake City, UT 84111

NCS-849464

USE APPROVAL AND INDEMNIFICATION AGREEMENT

This USE APPROVAL AND INDEMNIFICATION AGREEMENT (this "**Agreement**") is made and entered into this 12th day of June, 2017 (the "**Execution Date**"), by and between SUBURBAN LAND RESERVE, INC., a Utah corporation ("**SLR**"), and STATE OF UTAH, UTAH DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT ("**Indemnitor**"), as successor-in-interest to Kennecott Copper LLC, a Utah limited liability company. SLR and Indemnitor are sometimes referred to herein as a "**Party**," and collectively as the "**Parties**."

RECITALS

A. SLR is the owner of certain real property located in Salt Lake County, Utah (the "**NTL**"), which real property is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. SLR has conveyed to Indemnitor certain real property that will be used for a public right-of-way and customary accessory uses, including but not limited to, utilities, and which real property is more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (the "**SLR Right-of-Way Property**"). The NTL and the SLR Right-of-Way Property shall be collectively referred to herein as the, "**SLR Property**."

C. The NTL is benefitted by that certain Declaration of Restrictive Covenants dated September 28, 2012, recorded as Entry No. 11481852, in Book 10061, at Page 4570, in the records of the Salt Lake County Recorder (the "**Recorded CC&Rs**").

D. Pursuant to Section 2(i) of the Recorded CC&Rs, and as a consideration for SLR conveying the SLR Right-of-Way Property to Indemnitor, Indemnitor is required, and has agreed, to indemnify, save, defend and hold harmless SLR and the SLR's parent companies, and the employees, directors, officers, managers, members, shareholders, representatives, agents, and contractors of the foregoing (collectively, "**SLR Parties**") from any Claims (defined below) suffered or incurred by SLR, if Indemnitor purchases, develops or improves (including road improvements) any portion of SLR Right-of-Way Property or the "**Kennecott Property**," which real property is more particularly described on Exhibit C, attached hereto and incorporated herein by this reference.

E. Indemnitor desires to develop portions of the SLR Right-of-Way Property and Kennecott Property into a public right-of-way (the "**Right-of-Way Property**") and customary accessory uses, and SLR is willing to allow Indemnitor to accomplish the same, subject to Indemnitor's indemnity and release of SLR related to any Claims relating to Indemnitor's development of the Right-of-Way Property, all in accordance with the terms and conditions of this Agreement.

4851-1950-4714

TERMS AND CONDITIONS

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recital Incorporation.** The Recitals are hereby incorporated herein by this reference, and each Party represents they are true and correct.

2. **Indemnification by Indemnitor.** Indemnitor unconditionally covenants and agrees, at its sole cost and expense, to indemnify, protect, save and hold harmless SLR and SLR Parties against and from any and all claims, suits, any damages incurred by SLR and/or SLR Parties, losses, injuries, penalties, judgments, disbursements, costs (including without limitation, all reasonable attorneys' fees, reasonable experts' fees, or other reasonable expenses of any kind incurred in investigating, preparing, prosecuting, and/or settling any legal claim, action, proceeding, arbitration, mediation, or other method of dispute resolution), charges, fines, assessments, expenses, demands, litigation, settlement payments, causes of action (including all theories of liability) or liabilities of any and every kind, whether foreseeable or unforeseeable, that arise or result from, relate in any way to, is based upon, is caused by, or is in any way associated with any environmental issue, contamination, or condition of any kind located on the Right-of-Way Property, including (without limitation) any and all clean-up, mitigation or remediation thereof subject to the following:

- a. Indemnitor understands that Indemnitor is purchasing the Right-of-Way Property "AS-IS" and that any environmental conditions currently existing on the Right-of-Way Property and any contamination that may migrate onto or be released onto the Right-of-Way Property as a result of (i) its proximity to the NTL, and (ii) following the Execution Date of this Agreement are at the risk of Indemnitor and are part of the indemnity set forth above. However, this indemnity in no way precludes Indemnitor from recovering from SLR's contractors (at any tier) or a third-party whose action(s) or negligence actions following the Execution Date cause a subsurface release to occur onto the Right-of-Way Property, but such recovery by Indemnitor may not include or result in any liability or cost to SLR. Except as described in Section 3 of this Agreement below, nothing herein is intended to lessen or modify any liability agreed upon between Kennecott Utah Copper LLC, a Utah limited liability company (including all affiliates thereof, "Kennecott") and Indemnitor or Kennecott and SLR.
- b. Notwithstanding any other provision of this Agreement (including section 2.a above), SLR, and anyone for whom SLR may be liable, including any successor of SLR or other third-parties, shall be liable to Indemnitor and anyone for whom Indemnitor may be liable under common law theories, for their act(s) or negligence that (i) occur after the Execution Date; (ii) occur on the surface of the Right-of-Way Property, and (ii) cause any personal injury or property damage on or to the Right-of-Way Property.

3. **Release of CC&Rs on Right-of-Property.** Indemnitor represents that the Right-of-Way Property is to be used for public street and road purposes including right-of-way and customary accessory uses, together with the right to use the same for water, sewer, gas, power, telephone and other public utilities and all those other uses that are customarily associated with rights-of-way, streets or roads or for the public's health, safety and welfare (the "**Right-of-Way Property Use**"). Based on this representation of Indemnitor, SLR agrees to fully release the CC&R's on the portion of the Right-of-Way Property that it currently applies to, effective upon the Indemnitor entering into a construction contract for the building of a public road in the Right-of-Way Property. Notwithstanding the removal of the CC&Rs on the Right-

of-Way Property, the Recorded CC&Rs shall remain in full force and effect on the remaining Kennecott Property.

4. **Attorneys' Fees.** In the event that this Agreement or any provision hereof shall be enforced by attorneys retained by a party hereto, whether by suit or otherwise, the reasonable fees and reasonable costs of such attorneys shall be paid by the party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court.

5. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Utah.

6. **Authority.** The individuals signing for each of the respective parties represents and warrants that he/she has: (i) read and understands this Agreement after consultation with legal counsel, (ii) been authorized to execute this Agreement by the party for which he/she signs, and (iii) that he or she signs this document in the capacity and with the proper authority to do so.

7. **Successors; Assigns.** This Agreement shall be binding upon and inure to the benefit of SLR and Indemnitor and their respective heirs, personal representatives, successors and assigns. Notwithstanding the foregoing and except for the dedication of the "**Right-of-Way Property**" to Salt Lake City, Indemnitor may not, without the prior written consent of SLR in each instance, assign, transfer or set over to another, in whole or in part, all or any part of their benefits, rights, duties and obligations hereunder, including but not limited to, performance of and compliance with the conditions hereof. However, this shall not limit the right of Indemnitor or any successor or assigns of Indemnitor to contract with others for any appropriate or necessary remediation. As this Agreement is binding on all successors and assigns, this Agreement shall be recorded and run with the land.

8. **Miscellaneous.** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument and facsimile transmissions of signatures shall have the same force and effect as original signatures. All obligations under this Agreement shall continue and survive until all the NTL and the Kennecott Property has been fully evaluated, and any and all contamination that has emanated and/or migrated, thereto or therefrom, or that may emanate and/or migrate, therefrom, has been fully remediated and such remediation has been approved, accepted and no further action is required by any applicable federal, state or local environmental regulatory agencies and each have provided appropriate and applicable environmental assurance or approvals relating to the NTL and the Kennecott Property.

[Signatures and Acknowledgements to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

SLR:

INDEMNITOR:

SUBURBAN LAND RESERVE, INC.,
a Utah corporation

STATE OF UTAH DIVISION OF FACILITIES
CONSTRUCTION AND MANAGEMENT,

By: _____
Name: _____
Its: _____

By: Lee Fairbourn
Name: Lee Fairbourn
Its: Real Estate Manager

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

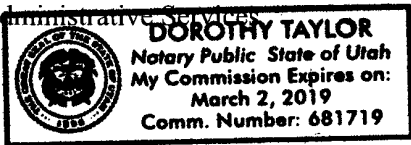
The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by R. Steven Romney, the President of SUBURBAN LAND RESERVE, INC., a Utah corporation.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

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

The foregoing instrument was acknowledged before me this 9 day of June, 2017, by Lee Fairbourn, the Real Estate Manager of the STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, a Division of the Department of Administrative Services.



Dorothy Taylor
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:
March 2, 2019

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

SLR:

SUBURBAN LAND RESERVE, INC.,
a Utah corporation

By: *R. Steven Romney*
Name: *R. Steven Romney*
Its: *President*
dfw

INDEMNITOR:

STATE OF UTAH DIVISION OF FACILITIES
CONSTRUCTION AND MANAGEMENT,

By: _____
Name: _____
Its: _____

Approved as to Availability of Funds:

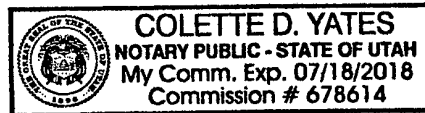
Utah Division of Finance

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

The foregoing instrument was acknowledged before me this 12th day of June, 2017, by R. Steven Romney, the President of SUBURBAN LAND RESERVE, INC., a Utah corporation.

Colette D. Yates
NOTARY PUBLIC
Residing at: *Salt Lake*

My Commission Expires:
7/18/2018



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

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the _____ of the STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, a Division of the Department of Administrative Services.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

EXHIBIT A (to Indemnification Agreement)

(Legal Description of NTL)

A parcel of land located in Sections 33, 34 and 35 of Township 1 North, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the South right-of-way line of 700 North Street, which is 99.00 feet S00°01'43"W from the North Quarter Corner of said Section 34 (Basis of Bearings is North 89°55'07" East 2642.96 feet measured between the North Quarter corner and the Northeast corner of said Section 34), and running thence along said right-of-way line the following two (2) courses: 1) North 89°55'07" East 2642.89 feet; 2) North 89°58'58" East 1609.28 feet to the Northwest corner of Bonneville Center Plat B Subdivision as recorded in the Salt Lake County Recorder's Office; thence along the west line of said subdivision South 00°02'41" East 1437.44 feet to a point on a 530.00 foot radius non-tangent curve to the left, said point also being a point on the Northerly boundary line of the Bonneville Center Plat B2 Subdivision as recorded in the Salt Lake County Recorder's Office; thence southwesterly 507.86 feet along the arc of said curve and said boundary line through a central angle of 54°54'10" (chord bears South 27°21'30" West 488.66 feet) to and along the westerly boundary line of Bonneville Center Plat B1; thence South 00°05'35" East 1760.25 feet along said line; thence North 79°05'24" West 27.57 feet; thence North 61°51'57" West 26.02 feet; thence South 00°05'35" East 618.15 feet to a point on the North right-of-way line of Interstate 80 – Project No. I-80-3 (12) 105; thence along said right-of-way line the following nineteen (19) courses: 1) South 89°58'06" West 938.98 feet; 2) South 86°03'41" West 372.56 feet; 3) South 72°13'59" West 216.58 feet; 4) South 89°58'06" West 3565.09 feet; 5) North 68°56'13" West 404.29 feet; 6) North 58°55'54" West 220.61 feet; 7) North 52°49'57" West 318.53 feet to a point on a 1,210.92 foot radius non-tangent curve to the left, 8) thence northwesterly 269.63 feet along the arc of said curve through a central angle of 12°45'28" (chord bears North 61°54'38" West 269.07 feet); 9) North 70°35'54" West 212.18 feet; 10) North 78°00'33" West 189.73 feet; 11) North 04°18'26" West 350.57 feet; 12) South 88°57'48" West 150.00 feet; 13) South 01°25'03" West 350.31 feet; 14) South 71°07'08" West 57.06 feet; 15) South 72°35'45" West 160.08 feet; 16) South 68°39'10" West 158.15 feet; 17) South 61°05'22" West 236.24 feet; 18) South 55°28'06" West 318.18 feet to a point of curvature with a 1,849.86 foot radius curve to the right, 19) thence southwesterly 463.32 feet along the arc of said curve through a central angle of 14°21'02" (chord bears South 62°38'37" West 462.11 feet) to a point on the Sixteenth Section line; thence along said Sixteenth line North 00°00'11" East 1,723.95 feet to the Sixteenth corner (CE 1/16); thence North 00°00'17" West 2,541.25 feet along said Sixteenth line to a point on the South right-of-way line of said 700 North Street; thence along said right-of-way line the following two (2) calls: 1) South 89°59'02" East 1,317.05 feet; 2) North 89°55'31" East 2,644.04 feet to the POINT OF BEGINNING.

Contains 769.85 acres, more or less.

Ck by JJB 18 September 2012

Being Tax Parcel No. 07-35-100-016

EXHIBIT B (to Indemnification Agreement)

(Legal Description of SLR Right-of-Way Property)

A parcel of land located in the South Half of Section 26 and in the Northwest Quarter of Section 35, Township 1 North, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the east line of the west half of Section 26, Township 1 North, Range 2 West, Salt Lake Base and Meridian, said point is North 00°04'16" East 150.00 feet from the South Quarter Corner of said Section 26, said point also being 150.00 feet perpendicularly distant northerly of the south line of said Section 26, and thence parallel to said line North 89°58'19" East 2593.81 feet to the east line of Lot 1, Watkins Industrial Park Subdivision, recorded 6/10/03 as Entry No. 8682969 in Book 2003P at Page 162, said point also being the west right of way line of 5600 West Street in said subdivision; thence South 04°40'22" West 150.51 feet to the south line of said Section 26 and the Southeast corner of said Lot 1; thence along the south line of said Section 26 South 89°58'19" West 2581.73 feet to the South Quarter corner of said Section 26; thence South 89°58'51" West 490.27 feet along said south line of Section 26; thence South 00°02'54" West 99.00 feet along the west right of way line of John Glenn Road to the northeast corner of Lot 6, Bonneville Center Plat B, recorded 9/30/98 as Entry No. 7104415 in Book 98-9P at Page 269; thence South 89°58'51" West 481.10 feet along the north line of said Lot 6; thence North 00°10'25" West 221.44 feet to a point on a 4225.00 foot radius curve to the right; thence Easterly 482.86 feet along the arc of said curve through a central angle of 06°32'53" (chord bears N86°42'25"E 482.60 feet); thence along a line 150.00 feet perpendicularly distant northerly of the south line of said Section 26 North 89°58'51" East 490.51 feet to the POINT OF BEGINNING.

Contains 13.25 acres, more or less.

Cked by JJB 15 May 2017

Being a Portion Tax Parcel Nos. 07-26-400-001; 07-26-400-002-4001; and 07-26-400-002-4002.

4851-1950-4714

BK 10566 PG 8867

EXHIBIT C (to Indemnification Agreement)

(Legal Description of Kennecott Property)

The real property referenced in the foregoing instrument is located in Salt Lake County, State of Utah, and is more particularly described as:

PARCEL 1:

A PART OF SECTIONS 26, & 27, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 27, AND RUNNING THENCE SOUTH 89°55'41" WEST 1664.15 FEET; THENCE NORTH 0°02'34" EAST 1320.45 FEET; THENCE NORTH 89°55'14" EAST 325.88 FEET; THENCE NORTH 89°54'55" EAST 16.821 FEET; THENCE NORTH 0°02'26" EAST 1320.254 FEET; THENCE NORTH 0°02'05" EAST 2641.56 FEET; THENCE NORTH 89°52'31" EAST 1324.19 FEET; THENCE SOUTH 89°56'35" EAST 2639.65 FEET; THENCE SOUTH 89°56'40" EAST 1909.06 FEET; THENCE SOUTH 0°04'59" WEST 2093.61 FEET MORE OR LESS TO THE SOUTHERLY LINE OF AN ABANDONED RAILROAD GRADE; THENCE NORTH 82°38'17" WEST 1107.50 FEET ALONG SAID SOUTHERLY LINE; THENCE SOUTH 27°01'23" WEST 151.86 FEET; THENCE SOUTH 0°04'59" WEST 664.72 FEET; THENCE SOUTH 5°08'10" WEST 161.35 FEET; THENCE SOUTH 0°04'59" WEST 1153.32 FEET; THENCE SOUTH 27°08'42" WEST 677.39 FEET; THENCE SOUTH 89°58'51" WEST 1088.96 FEET; THENCE SOUTH 0°01'09" EAST 269.61 FEET; THENCE SOUTH 89°58'51" WEST 303.02 FEET MORE OR LESS TO THE EASTERLY LINE OF THE LITTLE GOGGIN DRAIN; THENCE SOUTH 0°10'25" EAST 339.93 FEET ALONG SAID EASTERLY LINE; THENCE SOUTH 89°58'51" WEST 1667.56 FEET TO THE POINT OF BEGINNING. CONTAINS 610.05 ACRES MORE OR LESS

Ck by JJB 19 September 2012

PARCEL 1A:

THE NONEXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS APPURTENANT TO PARCEL NO. 1 (KNOWN AS DUCK CLUB ROAD) AS DESCRIBED BY AND DEFINED IN THAT CERTAIN GRANT OF RIGHT-OF-WAY RECORDED NOVEMBER 30, 1959 AS ENTRY NO. 1688432 IN BOOK 1669 AT PAGE 214 OF THE OFFICIAL RECORDS.

Ck by JJB 12 Sept. 2012

PARCEL 2:

COMMENCING AT A POINT 100.75 RODS WEST FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE WEST 19.75 RODS; THENCE NORTH 80 RODS; THENCE EAST 19.75 RODS; THENCE SOUTH 80 RODS TO THE POINT OF BEGINNING.

Ck by JJB 12 Sept. 2012

PARCEL 3:

INTENTIONALLY DELETED

PARCEL 4:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°53'00" EAST,

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3691.80 FEET; THENCE NORTH 0° 08' 06" WEST, 60.34 FEET; THENCE SOUTH 89°51'54" WEST, 245.26 FEET; THENCE NORTH 17° 15' 39" WEST, 131.27 FEET; THENCE NORTH 2°54'36" WEST, 130.60 FEET; THENCE NORTH 29° 08' 08" WEST, 162.13 FEET; THENCE NORTH 3°16'26" EAST, 175.49 FEET; THENCE NORTH 29°54'36" EAST, 111.55 FEET; THENCE NORTH 26°14'55" WEST, 96.80 FEET; THENCE NORTH 11°44'16" WEST, 150.00 FEET; THENCE NORTH 10°45'29" EAST, 253.97 FEET; THENCE SOUTH 78°32'13" WEST, 219.90 FEET; THENCE SOUTH 65°54'04" WEST, 67.66 FEET; THENCE SOUTH 35°20'26" WEST, 83.32 FEET; THENCE SOUTH 38°04'35" WEST, 117.19 FEET; THENCE SOUTH 58°52'23" WEST, 150.39 FEET; THENCE NORTH 85°13'53" WEST, 147.60 FEET; THENCE NORTH 62°15'28" WEST, 136.47 FEET; THENCE NORTH 53°26'09" WEST, 101.76 FEET; THENCE NORTH 51° 41' 57" WEST, 98.07 FEET; THENCE NORTH 50°23'39" WEST, 333.84 FEET; THENCE SOUTH 71°44'27" WEST, 938.46 FEET; THENCE NORTH 79°49'41" WEST, 1503.51 FEET; THENCE NORTH 4°42'24" WEST, 324.82 FEET; THENCE NORTH 10°02'36" WEST, 1040.70 FEET; THENCE NORTH 89°56'47" WEST, 885.19 FEET; THENCE SOUTH 0°02'13" WEST, 2640.66 FEET; THENCE SOUTH 89°58'19" EAST, 1314.79 FEET TO THE POINT OF BEGINNING.

Ck by JJB 12 Sept. 2012

PARCEL 4A:

A FIFTY (50) FOOT RIGHT OF WAY OVER THE DUCK CLUB ROAD. THE CENTERLINE OF SAID ROAD IS DESCRIBED AS FOLLOWS:

Ck by JJB 12 Sept. 2012

TWENTY FIVE (25) FEET EACH SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS:

ALONG THE CENTER OF AN EXISTING ROAD BEGINNING AT A POINT ON THE SOUTH SECTION LINE OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 2 WEST, WHICH POINT IS APPROXIMATELY 1336.5 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE NORTH 2640 FEET ALONG EXISTING ROADWAY; THENCE WEST 350 FEET, MORE OR LESS, ALONG AN EXISTING ROADWAY; THENCE NORTHERLY ALONG SAID EXISTING ROAD APPROXIMATELY 1300 FEET; THENCE FOLLOWING THE EXISTING ROAD APPROXIMATELY 3500 FEET APPROXIMATELY NORTH 15° EAST, THENCE ALONG SAID EXISTING ROAD APPROXIMATELY 500 FEET APPROXIMATELY NORTH 57° EAST, THENCE ALONG SAID EXISTING ROAD APPROXIMATELY 1500 FEET APPROXIMATELY NORTH 22° EAST TO THE NORTH LINE OF SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14.

Ck by JJB 12 Sept. 2012

PARCEL 4B:

A FIFTY (50) FOOT RIGHT OF WAY ALONG THE SOUTH LINE OF SECTIONS 25 AND 26 AND EAST 81 RODS OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

Ck by JJB 12 Sept. 2012

PARCEL 5:

A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE LITTLE GOGGIN DRAIN, SAID POINT BEING 971.75 FEET SOUTH 89°58'51" WEST FROM THE NORTHEAST CORNER OF

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SAID NORTHWEST QUARTER AND RUNNING THENCE SOUTH 0°10'25" EAST 99.00 FEET ALONG SAID EASTERLY LINE TO THE NORTH BOUNDARY LINE OF BONNEVILLE CENTER SUBDIVISION PLAT B, LOCATED IN SALT LAKE CITY, SALT LAKE COUNTY, UTAH; THENCE SOUTH 89°58'51" WEST 1667.99 FEET ALONG SAID NORTH BOUNDARY LINE AND SAID NORTH BOUNDARY LINE EXTENDED TO THE QUARTER SECTION LINE; THENCE NORTH 0°04'35" EAST 99.00 FEET ALONG SAID QUARTER SECTION LINE TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 89°58'51" EAST 1667.56 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING

Ck by JJB 12 Sept. 2012

PARCEL 6:

A PART OF SECTIONS 16, 21, 22, 27 AND ALL OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AS SHOWN ON THOSE CERTAIN RECORD OF SURVEY MAPS FILED IN THE OFFICE OF THE SALT LAKE COUNTY SURVEYOR AS NUMBERS S00-08-0464 THROUGH S00-08-0477, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SALT LAKE COUNTY SURVEY (SLCO) MONUMENT FOUND MARKING THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89° 57' 51" EAST 2640.69 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE NORTH QUARTER CORNER OF SAID SECTION 16; THENCE SOUTH 00° 12' 16" WEST 2646.29 FEET ALONG THE QUARTER SECTION LINE TO A REBAR MONUMENT FOUND MARKING THE CENTER QUARTER CORNER OF SAID SECTION 16; THENCE SOUTH 89° 57' 38" EAST 2627.78 FEET ALONG THE QUARTER SECTION LINE TO THE EAST QUARTER CORNER OF SAID SECTION 16; THENCE SOUTH 00°12'38" WEST 2650.36 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE NORTH 89° 52' 26" EAST 2648.11 FEET ALONG THE SECTION LINE TO A MONUMENT FOUND MARKING THE NORTH QUARTER CORNER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00° 02' 57" WEST 2640.27 FEET ALONG THE QUARTER SECTION LINE TO THE CENTER QUARTER CORNER OF SAID SECTION 22; THENCE SOUTH 89°53'28" WEST 2647.71 FEET ALONG THE QUARTER SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE WEST QUARTER CORNER OF SAID SECTION 22; THENCE NORTH 89°56'04" WEST 1314.02 FEET ALONG THE QUARTER SECTION LINE OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00° 02' 27" WEST 2640.57 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SECTION 21; THENCE SOUTH 89° 58' 18" EAST 1314.55 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00° 01' 08" EAST 2640.00 FEET ALONG THE SECTION LINE TO THE EAST QUARTER CORNER OF SAID SECTION 28; THENCE NORTH 89° 54' 40" EAST 2645.68 FEET ALONG THE QUARTER SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE CENTER QUARTER CORNER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89° 54' 46" EAST 1322.72 FEET ALONG THE QUARTER SECTION LINE TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00° 02' 29" WEST 1320.39 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89° 54' 55" WEST 670.35 FEET TO A REBAR AND CAP MONUMENT ("CRS ENGINEERS") FOUND MARKING THE NORTHWEST CORNER OF THE NORTHEAST

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QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00° 00' 52" WEST 1320.37 FEET TO A REBAR AND CAP MONUMENT ("CRS ENGINEERS) FOUND MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89° 55' 07" WEST 651.75 FEET ALONG THE SECTION LINE TO A REBAR MONUMENT FOUND MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 27; THENCE SOUTH 89° 55' 31" WEST 2644.15 FEET ALONG THE SECTION LINE TO A REBAR MONUMENT FOUND MARKING THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 89° 59' 02" WEST 2634.00 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 28; THENCE SOUTH 89°59'24" WEST 2637.77 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 00° 07' 52" EAST 2642.39 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE WEST QUARTER CORNER OF SAID SECTION 28; THENCE NORTH 00° 07' 39" EAST 2640.06 FEET ALONG THE SECTION LINE TO A STONE MONUMENT FOUND MARKING THE NORTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 00° 03' 53" EAST 2643.03 FEET ALONG THE SECTION LINE TO THE WEST QUARTER CORNER OF SAID SECTION 21; THENCE NORTH 00°03'58" EAST 2643.62 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE NORTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 00° 03' 31" EAST 2643.82 FEET ALONG THE SECTION LINE TO A SLCO MONUMENT FOUND MARKING THE WEST QUARTER CORNER OF SAID SECTION 16; THENCE NORTH 00° 04' 18" EAST 2642.81 FEET ALONG THE SECTION LINE TO THE NORTHWEST CORNER OF SAID SECTION 16 AND THE POINT OF BEGINNING.

Ck by JJB 12 Sept. 2012

Being Tax Parcel Nos. 07-16-100-002; and 07-26-100-008.