

Declaration Page 1 of 15  
Russell Shirts Washington County Recorder  
05/11/2009 08:12:03 AM Fee \$45.00 By  
INTEGRATED TITLE INSURANCE SERVICES, LLC  
(DRAPER)

**AFTER RECORDING PLEASE RETURN TO:**

David E. Gee, Esq.  
Parr Brown Gee & Loveless  
185 South State Street, Suite 800  
Salt Lake City, Utah 84111

**DECLARATION OF EASEMENTS**

(Storm Drainage Pipe)

THIS DECLARATION OF EASEMENTS (the "Declaration") is entered into as of May 7, 2009 by and among PEACH FARM PROPERTIES, LLC, a Utah limited liability company ("Grantor") and BOYER SANTA CLARA CENTER, L.L.C., a Utah limited liability company ("Grantee"). Grantor and Grantee are sometimes referred to in this Declaration collectively as the "Parties."

**RECITALS**

A. Grantor is the fee owner of the Grantor Parcel (all capitalized terms not described above in this Declaration are defined in Section 1 of this Declaration).

B. Grantee is the fee owner of the Grantee Parcel.

C. Grantor desires to create easements for the benefit of the Grantee Parcel under, across and affecting the Grantor Parcel for the purpose of transporting storm drainage water through an underground pipeline from the Grantee Parcel, over the Grantor Parcel, to the Wash Area and from the surface of Grantee Parcel to Grantor Parcel.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. In addition to the capitalized terms previously defined above in this Declaration, the following capitalized terms shall have the meanings set forth:

"Claims" means any and all claims, liens, demands, causes of action, controversies, offsets, obligations, losses, damages and liabilities of every kind and character whatsoever, including, without limitation, any action, omission, misrepresentation or other basis for liability founded either in tort, contract or otherwise and the duties arising thereunder, whether currently existing or which may hereafter accrue, whether known or unknown, whether anticipated or unanticipated, whether in law or in equity, whether liquidated or unliquidated, contingent or otherwise.

"Grantee Parcel" means the real property described on Exhibit "A", attached hereto and incorporated herein by this reference.

**"Grantor Parcel"** means the real property described on Exhibit "B", attached hereto and incorporated herein by this reference.

**"Easement Parcel"** means the area in which the storm drainage pipe (the **"Storm Drainage Pipe"**) shall be located, as described on Exhibit "C", attached hereto and incorporated herein by this reference. The Easement Parcel is also depicted and labeled on the Site Plan.

**"Mortgage"** means a recorded mortgage, deed of trust or other security agreement creating a lien on, or other security interest in, any interest in a Parcel or a portion of a Parcel as security for the payment of indebtedness or performance of other obligations.

**"Mortgagee"** means a Person which is the mortgagee, beneficiary, secured party or other Person holding the lien or security interest under a Mortgage.

**"Owner"** means any Person that, at the time concerned, is the owner of record in the office of the County Recorder of Washington County, Utah of a fee or leasehold interest in any Parcel or portion of a Parcel. In the event that, at any time, more than one Person owns of record a fee and/or leasehold interest in a Parcel, they shall constitute one (1) Owner of such Parcel, and the liability of each such Person for performance or compliance with the applicable provisions of this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term **"Owner"** shall not mean or include a Mortgagee unless and until such Person has acquired fee title to or a leasehold interest of record in a Parcel pursuant to foreclosure, trustee's sale or any deed, arrangement or proceeding in lieu thereof.

**"Parcel"** means the Grantor Parcel or the Grantee Parcel.

**"Parcels"** means the Grantor Parcel and the Grantee Parcel.

**"Person"** means a natural person, legal entity or trust.

**"Site Plan"** means the Site Plan attached hereto as Exhibit "D", incorporated herein by this reference.

**"Wash Area"** means the tract of real estate on which the water wash areas or other water wash improvements (collectively, the **"Wash Facilities"**) are located, as depicted and labeled on the Site Plan.

2. **Grant of Easements.** Grantor does hereby create, grant and convey the following easements on and affecting the Grantor Parcel, which easements shall be appurtenant to and for the benefit of the Grantee Parcel:

(a) A perpetual, non-exclusive easement under the Easement Parcel to construct and use the Storm Drainage Pipe underground across the Easement Parcel on the Grantor Parcel to the Wash Area and to discharge and transmit storm drainage water through such Storm Drainage Pipe.

(b) A perpetual, non-exclusive easement across the Grantee Parcel for the purpose of furnishing access and the right of access to the Easement Parcel and the Wash Area for the purpose of constructing, repairing, maintaining, operating and inspecting the Storm Drainage Pipe.

(c) The right to surface drainage of storm water from Grantee Parcel onto Grantor Parcel.

The easements described in this Section 2 are granted for the purpose of providing to the Owner of the Grantee Parcel, for use in connection with the Grantee Parcel, the right to transport storm water and other drainage water from, but only from, the Grantee Parcel to the Wash Area.

3. Use and Maintenance.

(a) Storm Drainage Pipe. The Owner of the Grantee Parcel shall use the Easement Parcel and Wash Area only for the purposes described in Section 2. The installation of the Storm Drainage Pipe shall be performed in accordance with a schedule which shall be submitted in advance to Grantor for approval, approval not to be unreasonably withheld, and no work shall be performed upon the surface of the land except in accordance with the approved schedule. The Owner of the Grantee Parcel shall keep, maintain and repair, at its sole cost and expense, the Storm Drainage Pipe in good order, condition and repair; provided that so long as Grantee or its successors or assigns have a fee interest in the Grantee Parcel, it or its successors or assigns shall have the obligation to keep, maintain and repair the Storm Drainage Pipe. Any maintenance or repair which requires work upon the surface of the Grantor Parcel shall be performed only after not less than fifteen (15) days notice to Grantor, except in the case of emergency, and any such work shall be done so as to cause as little interference with the use of the surface of the land as is practicable. The Owner of the Grantee Parcel shall indemnify, defend and hold harmless the Owner of the Grantor Parcel and any of their respective managers, members, officers and employees from and against all Claims arising out of or resulting from the use of the Grantor Parcel, except for Claims arising out of the negligence or willful misconduct of Grantor.

(b) Use of Easement Parcel. The Owner of the Grantor Parcel retains all right, title and interest in the Easement Parcel except the right to use or permit the use of the Easement Parcel, Wash Area or Wash Facilities in a manner that would interfere with the use of the Easement Parcel, Wash Area or Wash Facilities by the Owner of the Grantee Parcel in accordance with the terms of this Declaration.

4. Right of Owner of Grantor Parcel to Relocate Storm Drainage Pipe. The Owner of the Grantor Parcel shall be permitted to relocate and resize the thirty foot (30') width and the

easement associated with the Storm Drainage Pipe within the Grantor Parcel but shall not alter the point at which it enters and exits Grantor Parcel, such relocation shall be only upon strict compliance with the provisions of this Section.

a. The Owner of Grantor Parcel shall provide to the Owner of Grantee Parcel written notice of, and conceptual plans for, the proposed relocation not less than thirty (30) days before any work commences. The Owner of Grantee Parcel must approve the alteration, relocation or change, which approval shall not be unreasonably withheld, conditioned or delayed.

b. Any proposed relocation shall comply with all Governmental Requirements.

c. Any proposed alteration, relocation shall not materially and adversely impact the flow through the Storm Drainage Pipe from Grantee Parcel to the Wash Area.

d. The Owner of Grantor Parcel shall pay the entire cost of such alteration, relocation or change.

e. The Owner proposing to make such alteration, relocation or change may not perform any work on, or stage any work from Grantee Parcel without the consent of the Owner of Grantee Parcel, which consent may be withheld for good cause.

5. Amendment or Termination; Duration of Declaration. Grantor shall have the right at any time to relocate the Easement Parcel and the Storm Drainage Pipe provided that such relocation shall be performed only after at least 30 days' notice to Grantee of Grantor's intention to relocate the same and such relocation (a) shall not reduce or unreasonably impair the usefulness or function of such service, (b) shall be performed without cost to Grantee. Notwithstanding such relocation, maintenance and repair of the Storm Drainage Pipe shall remain the obligation of Grantee. This Declaration may be amended or terminated by, but only by, an instrument filed for record in the office of the County Recorder of Washington County, Utah that is executed by all of the Owners. The term of this Declaration is perpetual; this Declaration shall be and remain in force and effect until terminated by a written agreement pursuant to this Section.

6. Covenants to Run with Land. This Declaration and the rights, easements, covenants, and obligations created by, and the provisions and requirements of, this Declaration are intended by the Declarants to be, and shall constitute, covenants running with the land as to each of the Parcels, and shall be binding upon and shall inure to the benefit of each of the Owners and any other Person who acquires or comes to have any interest in any Parcel or portion thereof, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors and assigns. Each of the Owners shall comply with, and all interests in each Parcel shall be subject to, the terms of this Declaration. By acquiring, in any way coming to have an interest in, or occupying a Parcel or any portion thereof, the Person so acquiring, coming to have such interest in, or occupying a Parcel or any portion thereof, shall be

deemed to have consented to, and shall be bound by, each and every provision of this Declaration.

7. Title and Mortgage Protection.

(a) No amendment to this Declaration shall in any way affect the rights of any Mortgagee pursuant to a Mortgage that is recorded at the time of the recordation of the amendment, or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, trustee's sale or any deed, arrangement or proceeding in lieu thereof, unless such Mortgagee consents or subordinates its lien in writing to such amendment.

(b) A breach of any of the covenants, provisions, or requirements of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in a Parcel. A breach of any of the covenants, provisions, or requirements of this Declaration shall not defeat, impair or render invalid the lien of or other rights under any Mortgage; provided, a lien arising under this Declaration shall have priority over the Mortgage if a notice of such lien is recorded prior to the date of recordation of a Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any deed, arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Declaration except the obligation to subordinate its lien or security interest to this Declaration.

8. Enforcement. Any Owner shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions, covenants and requirements of this Declaration as this Declaration may have been amended from time to time pursuant to Section 5. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, restrictions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Declaration, the party prevailing in such action shall be entitled to recover from the unsuccessful party in such action reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

9. Effective Date. This Declaration, any amendment or termination of this Declaration, and any supplement hereto shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

10. Miscellaneous.

a. Titles, Captions and References. All section titles or captions in this

Declaration are for convenience only, shall not be deemed part of this Declaration and in no way define, limit, extend or describe the scope or intent of any provisions of this Declaration. When this Declaration refers to a Section by number or other designation, such reference shall be deemed to be to the correspondingly numbered Section of this Declaration unless the context refers to a section in another agreement, document or instrument.

b. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Declaration shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

c. Applicable Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules that would apply the law of another jurisdiction.

d. Entire Agreement. This Declaration, including the attached exhibits, contains the entire agreement between the parties with respect to the subject matter of this Declaration, and all prior negotiations and agreements with respect to such subject matter are merged herein.

e. Counterparts. This Declaration may be executed in any number of counterparts. Each such counterpart of this Declaration shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

f. Exhibits. All exhibits attached to this Declaration are expressly made a part of and incorporated in this Declaration as fully as though completely set forth in this Declaration.

g. Time of Essence. Time is of the essence with respect to the obligations set forth in this Declaration.

*[Signatures commence on following page]*

IN WITNESS WHEREOF, the Parties have executed this Declaration as of the date first set forth above.

"GRANTOR"

PEACH FARM PROPERTIES, LLC, a Utah limited liability company

By: Shandon D. Gubler  
Shandon D. Gubler, Manager

STATE OF UTAH )  
: ss.  
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this 8 day of May, 2009, by Shandon D. Gubler, the Manager of PEACH FARM PROPERTIES, LLC, a Utah limited liability company.

My Commission Expires:  
02-09-2013

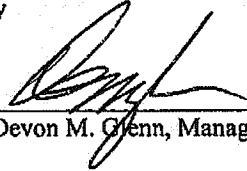
Jeff T Barnes  
NOTARY PUBLIC  
Residing at: ST. GEORGE, UTAH



"GRANTEE"

BOYER SANTA CLARA CENTER, L.L.C., a  
Utah limited liability company, by its Manager

The Boyer Company, L.C., a Utah limited liability  
company

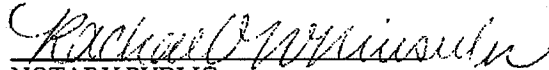
By:   
Devon M. Glenn, Manager

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

On this 07th day of May, 2009, before me the undersigned notary public personally  
appeared Devon M. Glenn, known to me to be the Manager of The Boyer Company, L.C., a Utah  
limited liability company, which is a Manager of Boyer Santa Clara Center, L.L.C., a Utah  
limited liability company.



My Commission Expires: 9-17-11

  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah



**EXHIBIT "A"**

**TO**

**DECLARATION OF EASEMENTS**

Legal Description of Grantee Parcel

A PART OF LOTS 1, 2, AND 3, BLOCK 28, OF THE ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY IN WASHINGTON COUNTY, UTAH:

BEGINNING AT A POINT ON THE EAST LINE OF RACHEL DRIVE AS IT EXISTS AT 30.00 FOOT HALF-WIDTH LOCATED 858.22 FEET NORTH 0°37'37" EAST ALONG THE SECTION LINE AND 30.00 FEET SOUTH 89°22'23" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 9; AND RUNNING THENCE SOUTH 89°22'23" EAST 504.53 FEET; THENCE SOUTH 28°38'27" EAST 146.96 FEET; THENCE SOUTH 16°36'53" EAST 238.27 FEET; THENCE SOUTH 0°37'37" WEST 469.39 FEET TO THE NORTH LINE OF PIONEER PARKWAY AS IT EXISTS AT 40.00 FOOT HALF-WIDTH; THENCE NORTH 88°47'13" WEST 444.36 FEET ALONG SAID NORTH LINE; THENCE NORTH 0°37'37" EAST 202.70 FEET; THENCE NORTH 88°47'28" WEST 202.68 FEET TO THE EAST LINE OF RACHEL DRIVE AS IT EXISTS AT 30.00 FOOT HALF-WIDTH; THENCE NORTH 00°37'37" EAST 615.84 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

THE PARCEL ABOVE ALSO BEING DESCRIBED AS FOLLOWS:

**PARCEL 1:**

A PART OF LOT 2, BLOCK 28, OF THE ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY IN WASHINGTON COUNTY, UTAH: BEGINNING AT A POINT ON THE EAST LINE OF RACHEL DRIVE AS IT EXISTS AT 30.00 FOOT HALF-WIDTH LOCATED 518.22 FEET NORTH 0°37'37" EAST ALONG THE SECTION LINE AND 30.00 FEET SOUTH 89°22'23" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 9; AND RUNNING THENCE SOUTH 89°22'23" EAST 132.50 FEET; THENCE SOUTH 0°37'37" WEST 256.00 FEET; THENCE NORTH 89°22'23" WEST 132.50 FEET TO THE EAST LINE OF RACHEL DRIVE AS IT EXISTS AT 30.00 FOOT HALF-WIDTH; THENCE NORTH 0°37'37" EAST 256.00 FEET ALONG SAID EAST LINE OF RACHEL DRIVE TO THE POINT OF BEGINNING.

**PARCEL 2:**

A PART OF LOTS 1, 2, AND 3, BLOCK 28, OF THE ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY IN WASHINGTON COUNTY, UTAH: BEGINNING AT A POINT ON THE EAST LINE OF RACHEL DRIVE AS IT EXISTS AT 30.00 FOOT HALF-WIDTH LOCATED 518.22 FEET NORTH 0°37'37" EAST ALONG THE SECTION LINE AND 30.00 FEET SOUTH 89°22'23" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 9; AND RUNNING THENCE NORTH 0°37'37" EAST 340.00 FEET ALONG SAID EAST LINE OF RACHEL DRIVE; THENCE SOUTH 89°22'23" EAST 504.53 FEET; THENCE SOUTH 28°38'27" EAST 146.96 FEET; THENCE SOUTH 16°36'53" EAST 67.70 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE NORTH 88°55'13" WEST 115.27 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 0°37'37" WEST 30.26 FEET; THENCE NORTH 89°22'23" WEST 12.85 FEET; THENCE SOUTH 0°37'37" WEST 114.80 FEET; THENCE SOUTH 89°22'23" EAST 172.85 FEET; THENCE SOUTH 16°36'53" EAST 19.64 FEET; THENCE SOUTH 0°37'37" WEST 469.39 FEET TO THE NORTH LINE OF PIONEER PARKWAY AS IT EXISTS AT 40.00 FOOT HALF-

WIDTH; THENCE NORTH 88°47'13" WEST 45.00 FEET ALONG SAID NORTH LINE; THENCE NORTH 0°37'37" EAST 228.69 FEET; THENCE NORTH 89°22'23" WEST 399.33 FEET; THENCE SOUTH 0°37'37" WEST 21.91 FEET; THENCE NORTH 88°47'28" WEST 202.68 FEET TO THE EAST LINE OF RACHEL DRIVE AS IT EXISTS AT 30.00 FOOT HALF-WIDTH; THENCE NORTH 0°37'37" EAST 19.85 FEET ALONG SAID EAST LINE; THENCE SOUTH 89°22'23" EAST 132.50 FEET; THENCE NORTH 0°37'37" EAST 256.00 FEET; THENCE NORTH 89°22'23" WEST 132.50 FEET TO THE EAST LINE OF RACHEL DRIVE AND THE POINT OF BEGINNING.

**PARCEL 3:**

A PART OF LOTS 1 AND 2, BLOCK 28, OF THE ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, U. S. SURVEY IN WASHINGTON COUNTY, UTAH; BEGINNING AT A POINT ON THE NORTH LINE OF LOT 2 BEING 158.83 FEET NORTH 88°55'13" WEST ALONG SAID NORTH LINE FROM THE NORTHEAST CORNER OF SAID LOT 2; SAID POINT OF BEGINNING IS ALSO LOCATED 670.32 FEET NORTH 0°37'37" EAST ALONG THE SECTION LINE; AND 511.20 FEET SOUTH 88°55'13" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 9; AND RUNNING THENCE SOUTH 88°55'13" EAST 115.27 FEET ALONG SAID NORTH LINE; THENCE SOUTH 16°36'53" EAST 150.93 FEET; THENCE NORTH 89°22'23" WEST 172.85 FEET; THENCE NORTH 0°37'37" EAST 114.80 FEET; THENCE SOUTH 89°22'23" EAST 12.85 FEET; THENCE NORTH 0°37'37" EAST 30.26 FEET TO THE POINT OF BEGINNING.

**PARCEL 4:**

A PART OF LOT 2, BLOCK 28, OF THE ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY IN WASHINGTON COUNTY, UTAH; BEGINNING AT A POINT ON THE NORTH LINE OF PIONEER PARKWAY AS IT EXISTS AT 40.00 FOOT HALF-WIDTH LOCATED 410.57 FEET SOUTH 88°47'13" EAST ALONG THE QUARTER SECTION LINE; AND 40.00 FEET NORTH 1°12'47" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 9; AND RUNNING THENCE NORTH 1°12'47" EAST 226.44 FEET; THENCE SOUTH 89°22'23" EAST 218.72 FEET; THENCE SOUTH 0°37'37" WEST 228.69 FEET TO THE NORTH LINE OF PIONEER PARKWAY AT IT EXISTS AT 40.00 FOOT HALF-WIDTH; THENCE NORTH 88°47'13" WEST 221.05 FEET ALONG SAID NORTH LINE OF PIONEER PARKWAY TO THE POINT OF BEGINNING.

**PARCEL 5:**

A PART OF LOT 2, BLOCK 28, OF THE ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY IN WASHINGTON COUNTY, UTAH; BEGINNING AT A POINT ON THE NORTH LINE OF PIONEER PARKWAY AS IT EXISTS AT 40.00 FOOT HALF-WIDTH LOCATED 410.57 FEET SOUTH 88°47'13" EAST ALONG THE QUARTER SECTION LINE; AND 40.00 FEET NORTH 1°12'47" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 9; AND RUNNING THENCE NORTH 88°47'13" WEST 178.30 FEET ALONG SAID NORTH LINE OF PIONEER PARKWAY; THENCE NORTH 0°37'37" EAST 224.60 FEET; THENCE SOUTH 89°22'23" EAST 180.61 FEET; THENCE SOUTH 1°12'47" WEST 226.44 FEET TO THE NORTH LINE OF PIONEER PARKWAY AND THE POINT OF BEGINNING.

TOGETHER WITH THOSE EASEMENTS AND RESTRICTIONS SHOWN WITHIN AN EASEMENT AGREEMENT BETWEEN AVEDEA, LLC, A UTAH LIMITED LIABILITY COMPANY, DRY DITCH, LLC, A UTAH LIMITED LIABILITY COMPANY AND PEACH FARM PROPERTIES, LLC, A UTAH LIMITED LIABILITY COMPANY, AS GRANTORS AND BOYER SANTA CLARA CENTER, LLC, A UTAH LIMITED LIABILITY COMPANY (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS) GRANTEE, RECORDED MARCH 10, 2008, AS ENTRY NO. 20080009892, WITHIN THE WASHINGTON COUNTY RECORDER'S OFFICE, STATE OF UTAH.

LESS ANY AND ALL OUTSTANDING OIL AND GAS, MINING AND MINERAL RIGHTS, ETC., TOGETHER WITH THE RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT HIS ORE

THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES, AND  
THE RIGHT OF INGRESS AND EGRESS FOR THE USE OF SAID RIGHTS.

TAX PARCEL NO: SC-6-2-9-4314; SC-6-2-9-4315; SC-6-2-9-4316; SC-6-2-9-4317; SC-6-2-9-4318

**EXHIBIT "B"**  
**TO**  
**DECLARATION OF EASEMENTS**

Legal Description of Grantor Parcel

A part of Lot 3 and 8 Block 28, of the St. George and Santa Clara Bench Irrigation Company Survey within the Northwest Quarter of Section 9, Township 42 South, Range 16 West, Salt Lake Base & Meridian, U.S. Survey in Washington County, Utah:

Beginning at a point on the West Line of the East one-third of said Lot 3 located 858.22 feet North  $0^{\circ}37'37''$  East along the Section Line and 446.49 feet South  $89^{\circ}22'23''$  East from the West Quarter Corner of said Section 9; and running thence North  $0^{\circ}34'27''$  East 479.94 feet along said West Line to the North Line of said Lot 3; thence South  $89^{\circ}03'14''$  East 223.03 feet along said North Line of Lot 3 to the Northeast Corner thereof; thence South  $0^{\circ}32'52''$  West 335.95 feet along the East Line of said Lot 3 to the North Line of the South Half of Lot 8; thence South  $88^{\circ}59'13''$  East 133.91 feet along said North Line to the East Line of the West one-fifth of said Lot 8; thence South  $0^{\circ}31'55''$  West 336.10 feet along said East Line to the South Line of said Lot 8; thence North  $88^{\circ}55'13''$  West 177.57 feet along said South Line and the South Line of Lot 3; thence North  $16^{\circ}36'53''$  West 67.70 feet; thence North  $28^{\circ}38'27''$  West 146.96 feet; thence North  $89^{\circ}22'23''$  West 88.04 feet to the point of beginning.

**EXHIBIT "C"**

**TO**

**DECLARATION OF EASEMENTS**

Legal Description of the Easement Parcel

A part of Lot 3, Block 28, of the St. George and Santa Clara Bench Irrigation Company Survey within the Northwest Quarter of Section 9, Township 42 South, Range 16 West, Salt Lake Base and Meridian, U.S. Survey in Washington County, Utah:

Beginning at a point on Grantor's South Property Line located 858.22 feet North 0°37'37" East along the Section Line and 534.53 feet South 89°22'23" East along said South Line from the West Quarter Corner of said Section 9; and running thence North 89°22'23" West 15.94 feet along said South Line; thence North 0°37'37" East 150.07 feet; thence South 89°22'23" East 30.00 feet; thence South 0°37'37" West 175.15 feet; thence North 28°38'27" West 28.75 feet along said South Line to the point of beginning.

**EXHIBIT "D"**  
**TO**  
**DECLARATION OF EASEMENTS**

Site Plan

[see attached]

EXHIBIT "D"

TO

DECLARATION OF EASEMENTS

