



To be recorded with County Recorder—
Utah Code Ann. § 57-25-108

When Recorded Return To:
Jeffrey L. Gochnour, President
Development Services
Cottonwood Geneva, LLC
2750 East Cottonwood Parkway, Suite 500
Cottonwood Heights, Utah 84121

Div of Waste Management
and Radiation Control

AUG 28 2017
DSHW-2017-007104

With Copy To:
Scott T. Anderson, Director
Utah Division of Waste Management and Radiation Control
P.O. Box 144880
Salt Lake City, UT 84114-4880

ENT 101323:2017 PG 1 of 17
JEFFERY SMITH
UTAH COUNTY RECORDER
2017 Oct 13 11:54 am FEE 46.00 BY BA
RECORDED FOR COTTONWOOD GENEVA LLC

ENVIRONMENTAL COVENANT

1. This Environmental Covenant is entered into by Cottonwood Geneva, LLC, ("Owner") and the Director, Utah Division of Waste Management and Radiation Control (Director), pursuant to Utah Code Ann. §§ 57-25-101 et seq., for the purpose of subjecting the Restricted Property described in Paragraph 22 to the activity and use limitations set forth herein.

Site History

2. The Environmental Response Project is referred to as The Forge at Geneva (herein referred to as the "Property"), and is part of the former Geneva Steel Facility, located in Vineyard, Utah. The Environmental Response Project is also referenced as Wasatch Environmental, Inc., (Wasatch) Project Number 2062-001. The project administrative records are maintained and managed by the Division of Waste Management and Radiation Control (DWMRC), the Records Center or State Archives, in accordance with the Division's documents retention schedule, and is referenced by Facility Identification Number UTD009086133 (associated with the former Geneva Steel Facility). Paragraphs 4 through 19 summarize the investigations conducted to delineate the extent of soil and soil gas contamination at the Property, as well as the remedial efforts conducted at the Property. More detail about the remedial work performed at the Property is available in the administrative record.

3. The Property is a mixed-use redevelopment project located within the former Geneva Steel Facility. The Property is located west of Geneva Road, east of Mill Road, and south of the Vineyard Connector (800 North) in Vineyard, Utah (as depicted on Figure 1, attached hereto). The Property consists of eight Lots, occupying a total of 43.997 acres (as depicted on Figure 2, attached hereto). The conditions of the Environmental Covenant apply only to the parcels listed in paragraph 22 and Exhibit A, totaling 39.408 acres and is referred to herein as the "Restricted Property," as most of Lot 5 (4.589 acres) has been remediated to meet unrestricted land use criteria, and is referred to herein as the "Unrestricted Property".

4. Wasatch completed a Phase I Environmental Site Assessment (ESA) for the Property in July 2014, prior to the purchase of the Property by Cottonwood Geneva. Wasatch determined that the Geneva Steel facility is permitted as a Resource Conservation and Recovery Act (RCRA) facility (United States Environmental Protection Agency [U.S. EPA] Identification Number UTD009086133) and is undergoing regulatory closure under a RCRA post-closure permit. The co-permittees for the RCRA closure of the Geneva Steel facility are United States Steel Corporation (USS) and Anderson Geneva, LLC/Ice Castle Retirement Fund, LLC (Anderson Geneva). Of the approximately 140 solid waste

management units (SWMUs) identified at the former Geneva Steel facility, seven of those SWMUs are located within, or partially within, the boundaries of the Restricted Property. None of the SWMUs are located within, or partially within, the Unrestricted Property. All seven SWMUs are specific to soil, and have been granted "corrective action complete without controls" status by DWMRC, allowing for unrestricted use of the land. No groundwater SWMUs are located within the boundaries of the Property. The primary Geneva Steel activities and structures previously located within, or partially within, the boundaries of the Property included: storage and handling of raw material (pelletized iron ore and coal), rail lines, ore car dumpsters, surface water and waste water laterals and Conductor #2, Sinter Plant, Sinter Plant conveyor, Sinter Plant outbuilding, overhead piping, southern portion of the Blast Furnace Clarifier (SWMU BF-14), northern portion of the Open Hearth Clarifiers and Thickener Tanks (SWMU OH-22), Open Hearth Sludge Pipe (SWMU OH-26), Sinter Plant Clarifier Area (SWMU SP-11), Sinter Plant and Open Hearth Sludge Tank (SWMU SP-12), Sinter Plant and Open Hearth Underground Slurry Pipeline (SWMU SP-13), and the Sinter Plant Pond (SWMU SP-16). SWMUs and other relevant site features are shown on Figure 3, attached hereto.

5. At the time the Phase I ESA was conducted (2014), all buildings had been removed from the Property, though many subgrade features remained. Based on a limited review of data points collected outside the boundaries of the identified SWMUs, and an understanding of the facility history within the boundaries of the Property, Wasatch found no information during the Phase I ESA to suggest the existence of other source areas of hazardous substances or petroleum products. However, there were extensive solid waste concerns, asbestos-containing materials (ACMs) that require special handling, and the potential for additional environmental impacts that had not yet been identified. Buried and partially buried ACMs are known to be distributed throughout the Restricted Property. Known ACMs include concrete pillars with asbestos-containing conduit, transite pipe, and asbestos-containing pipe wrap. While most of these ACMs are non-friable, the pipe wrap may be friable.

6. While conducting the Phase I ESA, Wasatch found no information indicating that the Property had been impacted by other identified SWMUs within the former Geneva Steel facility with the possible exception of one groundwater SWMU (the Front End Oil Tanks North Area Plume, SWMU GW-4.12) located immediately west of the Property. This groundwater SWMU is located downgradient from the Property and; therefore, was not considered to be a likely source of soil or groundwater impacts to the Property. Wasatch concluded that, depending on the ultimate development on the western portion of the Property, additional evaluation may need to be conducted to evaluate the potential for vapor encroachment associated with this downgradient groundwater SWMU.

7. Wasatch conducted three phases of subsurface investigation at the Property between February 2015 and January 2016. Investigation activities included sampling shallow soil at depths of 0 – 5 feet below ground surface (bgs) in the central and eastern portions of the Property, and limited soil gas sampling near the western boundary of the Property (near SWMU GW-4.12). No groundwater sampling was performed. Based on information obtained from various Geneva Steel reports, depth to groundwater ranges from 5 – 15 feet and flows in a westerly direction, toward Utah Lake, with a horizontal hydraulic gradient of about 0.007 feet/foot and an upward vertical hydraulic gradient of about 0.06 feet/foot.

8. The results of the subsurface investigations indicate that RCRA metals (including arsenic, barium, cadmium, total chromium, lead, and mercury) were detected in the soils samples collected from the Property. Mercury was not detected at concentrations above the Geneva Steel Residential Site-Specific Screening Level (SSSL). Barium, lead, cadmium, total chromium and lead were all detected at concentrations above the applicable background upper tolerance limits (UTLs), but below the applicable SSSLs; therefore, these metals are present at concentrations acceptable for unrestricted land use. Arsenic was detected in all samples at concentrations above the applicable SSSL; however, the 95% upper confidence limit (UCL) concentration for arsenic was less than the background UTL. Therefore, the arsenic concentrations at the Property are acceptable for unrestricted land use. Based on the foregoing analysis, RCRA metals were eliminated as a concern for the Property with unrestricted land use.

18. The majority of Lot 5 (the Unrestricted Property) is specifically excluded from all controls and restrictions specified in the Environmental Covenant, as this area has been remediated to meet unrestricted land use criteria and granted regulatory closure status of "corrective action complete without controls" by the DWMRC.

19. The only portions of Lot 5 to which the controls and restrictions specified in the Environmental Covenant apply are the northern and western boundaries of Lot 5 (as shown on Figure 2, attached hereto). In these areas, beneficial reuse of PAH-impacted soil from Lot G was permitted for use as fill under the roads.

AGREEMENT

20. Now therefore, Cottonwood Geneva, LLC, and the Director agree to the following:

21. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to Utah Code Ann. §§57-25-101 et. seq.

22. Restricted Property. This Environmental Covenant concerns eight Lots (all of Lots 1, 2, 3, 4, 6, 7, and 10, and a portion of Lot 5) totaling 39.408 acres, herein referred to as the Restricted Property; and which are a portion of The Forge at Geneva totaling 43.997 acres, herein referred to as the Property. The legal description of the Restricted Property is provided in Exhibit A, attached hereto.

23. Owner. Cottonwood Geneva, LLC, is the owner of the Restricted Property and is located at 2750 East Cottonwood Parkway, Suite 500, Cottonwood Heights, Utah 84121. Consistent with Paragraph 27 ("Running with the Land") of this Environmental Covenant, the obligations of the Owner are imposed on assigns and successors in interest, including any Transferee. The term "Transferee" as used in this Environmental Covenant, includes the future owner of any interest in the Restricted Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, or lessees. Upon transfer of an Owner's interest in the Restricted Property, the Transferee shall have all obligations as an Owner and the transferor (the prior Owner) shall have no further rights or obligations hereunder as an Owner. Notwithstanding the foregoing, the definition of "Owner" or "Transferee" does not include a residential tenant.

24. Holder. Owner, whose address is listed above, and which is located at 2750 East Cottonwood Parkway, Suite 500, Cottonwood Heights, Utah, is the grantee (Holder) of this Environmental Covenant. Holder is hereby authorized to assign its interest as Holder, without the consent of any Owner or Transferee or the Director. Holder may assign its rights as a Holder of this Environmental Covenant by giving written notice of any assignment to all other parties within ten days following the effective date of the assignment. The notice shall be in recordable form and shall include the name and address of the assignee and the effective date of the assignment. The Assigning Holder shall cause the notice to be recorded with the Utah County Recorder. Upon the effective date of any assignment, the assigning Holder shall have no further rights or obligations hereunder.

25. Activity and Use Limitations. Owner agrees to comply with the Site Management Plan (SMP) dated 15 August, 2017, as may be amended; including management of soil, construction worker health and safety, management of ACMs, and maintenance obligations.

A. Allowed Uses:

The Restricted Property may be used for office, residential, commercial, industrial, construction, recreation and any other comparable use with a similar level of human occupancy or use ("Allowed Uses"); provided that the Allowed Uses are subject to compliance with this Environmental Covenant and the SMP. As set forth in this Environmental Covenant, if the Restricted Property is used for

9. The results of the subsurface investigations also indicate that SVOCs (specifically polynuclear aromatic hydrocarbons [PAHs] including: benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenz(a,h)anthracene, and indeno(1,2,3-cd)pyrene) were identified in shallow soils at the Property, at depths of 0 – 2 feet bgs (in some locations extending as deep as 3 feet bgs), in excess of SSSLs.

10. VOCs (chloroform, benzene, bromodichloromethane, and ethylbenzene) were detected in soil gas at concentrations in excess of the U.S. EPA Vapor Intrusion Screening Level (VISL) Residential Target Sub-slab and Exterior Soil Gas Concentrations near the western boundary of the Property. The chloroform and bromodichloromethane are believed to emanate from potable water supply lines located in the vicinity of the sample locations and chemical reactions between the chlorine (used in treating potable water) and organic material naturally present in the soil.

11. A Tier 1 Screening Human Health Risk Assessment (HHRA) report, dated October 28, 2016, was completed for the Property. The Verification Investigation Work Plan (VIWP) for the former Geneva Steel facility presents Tier 1 SSSLs. The SSSLs for the former Geneva Steel facility were updated in 2008 and presented in a document titled Revised Remediation Goals for Soil. The screening levels as revised in 2008 were termed Remediation Goals (RGs). Wasatch updated the screening level values for soil, using current toxicity values for receptors that are potentially applicable to the redevelopment of the Property, for use in the HHRA report for the Property. These potential receptors include residents, residents in multi-family housing, indoor workers, outdoor workers, and construction workers. The updated levels were termed Tier 1 soil screening values for use in the HHRA. Wasatch also developed Tier 1 air screening values for use in the HHRA.

12. Tier 1 soil screening levels based on a 1×10^{-6} cancer risk were exceeded for all receptors by the maximum concentration of the carcinogenic PAHs. The maximum concentration of some carcinogenic PAHs also exceeded the Tier 1 soil screening levels based on a 1×10^{-4} cancer risk for residents and residents in multi-family housing; however, the UCLs for the carcinogenic PAHs were all below the Tier 1 soil screening levels based on a 1×10^{-4} cancer risk.

13. Soil gas concentrations of selected petroleum hydrocarbons exceeded Tier 1 screening levels for indoor air based on a 1×10^{-6} cancer risk for residents and indoor workers. These exceedances occurred after applying an attenuation factor of 0.03 to account for attenuation of chemical concentrations in air during vapor intrusion.

14. The specific land use in different areas of The Forge at Geneva has not been determined. Any area where residential development will be undertaken (whether single- or multi-family) must meet Tier 1 screening levels for a 1×10^{-6} cancer risk.

15. Any area where commercial development will be undertaken must meet Tier 1 screening levels for a 1×10^{-4} cancer risk. All of The Forge at Geneva meets this criterion. However, exposure risks must still be mitigated through engineering controls.

16. The Property is within a portion of the former Geneva Steel facility which has been addressed by an ecological risk waiver, which was approved by the Utah Department of Environmental Quality (UDEQ), Division of Solid and Hazardous Waste (DSHW), in a letter dated April 15, 2009; therefore, further evaluation of ecological risk is not required.

17. The only active remediation conducted at the Property was conducted in Lot 5 (which has been identified in previous reports as Lot G) where the upper 2 to 3 feet of soil was excavated to remove PAH-impacted soils to meet unrestricted land use criteria. Some of the soil was disposed at an off-site landfill. The remainder of the soil was beneficially reused within the Restricted Property. This excavation work was conducted between November 2016 and April 2017 with regulatory oversight by the DWMRC.

office, residential, commercial, industrial, or recreational purposes it shall be landscaped prior to human occupancy. Landscaping may include a hard surface (i.e., concrete or asphalt pavement, etc.); a building structure; a vegetative, rock, synthetic, or soil cover (minimum of one to two feet of certified-clean soil imported from outside of the Restricted Property). Use of outside gardens and fruit trees for residential home-grown produce is prohibited. Should any office, residential, commercial, industrial, or recreational use be proposed for development within the Restricted Property without completing the foregoing landscaping prior to human occupancy; the developer shall, prior to the development of the proposed office, residential, commercial, industrial, or recreational use, demonstrate to the Director's satisfaction that the risk levels of the proposed use will not exceed the acceptable exposure risk level.

B. VOC Area Construction Limitations

The portion of the Restricted Property where VOCs in soil gas have been identified at concentrations exceeding the U.S. EPA VISL Residential Target Sub-slab and Exterior Soil Gas Concentrations (the southwestern portion of Lot 1 and the northwestern portion of Lot 7, as shown on Figure 2), and herein referred to as the "VOC Area"; may be used for office, residential, commercial, industrial, construction, recreational and any other comparable use with a similar level of human occupancy or use ("Allowed Uses"); provided that the Allowed Uses are subject to compliance with this Environmental Covenant and the SMP. As set forth in this Environmental Covenant, if the portion of VOC Area is used for office, residential, commercial, industrial or recreational purposes that will involve the construction of an enclosed structure suited for human occupancy; vapor intrusion risks shall be mitigated (if necessary) so as to meet 1×10^{-6} cancer risk for residential use, or 1×10^{-4} cancer risk for office, commercial, industrial, or recreational use. If mitigation is deemed necessary, it shall be implemented prior to human occupancy. Vapor intrusion risks may be mitigated by: 1) source removal, 2) installation of a suitable vapor barrier, 3) installation of an active or passive sub-slab ventilation system, or 4) construction of occupied structures above a parking garage; or any other means approved by the Director.

26. Running with the Land. This Environmental Covenant shall be binding upon the Owner[s] and all assigns and successors in interest, including any Transferee; only during such person's period of control, occupation or ownership interest and only with respect to the portion of the Restricted Property such person controls, occupies or owns; and shall run with the land, pursuant to Utah Code Ann. § 57-25-105, subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Restricted Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

27. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to Utah Code Ann. § 57-25-111. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party entitled to enforce compliance shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the Director from exercising any authority under applicable law.

28. Rights of Access. Owner hereby grants to the Director and Holder, and their respective agents, contractors, and employees the right of access to the Restricted Property for implementation or enforcement of this Environmental Covenant, subject to the constitutional limitation on warrantless searches and seizures. Nothing in this Environmental Covenant shall be construed as limiting or expanding any access and inspection authorities of the Director or Holder under State law.

29. Notice Upon Conveyance. Each instrument hereafter conveying any interest in the Restricted Property or any portion of the Restricted Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 201_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE _____ COUNTY RECORDER ON _____, 201_, IN [DOCUMENT ____, or BOOK ____, PAGE ____]. THE LANGUAGE OF PARAGRAPH 26(A) OF THE ENVIRONMENTAL COVENANT (ACTIVITY AND USE LIMITATIONS) IS INCORPORATED HEREIN VERBATIM BY REFERENCE.

Owners shall notify the Director within ten (10) days after each conveyance of an interest in any portion of the Restricted Property. Owner's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey that shows the boundaries of the Restricted Property being transferred.

30. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- A. That the Owner is the sole owner of the Restricted Property;
- B. That the Owner holds fee simple title to the Restricted Property which is subject to the interests or encumbrances identified in Exhibit B, attached hereto and incorporated by reference herein;
- C. That the Owner has identified all other persons that own an interest in, or hold an encumbrance on, the Restricted Property and notified such persons of the Owner's intention to enter into this Environmental Covenant; and
- D. That this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document, or instrument to which the Owner is a party or by which the Owner may be bound or affected;
- E. To the extent that any other interests in or encumbrances on the Restricted Property conflict with the activity and use limitations set forth in this Environmental Covenant, the persons who own such interests or hold such encumbrances have agreed to subordinate such interests or encumbrances to the Environmental Covenant, as provided in the consent and subordination agreement attached hereto as Exhibit C; and
- F. That the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder.

31. Amendment or Termination. This Environmental Covenant may be amended or terminated by written consent of all of the following: the Owner or a Transferee, and the Director, pursuant to Utah Code Ann. § 57-25-110 and other applicable law. The term "Amendment" as used in this Environmental Covenant shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. The term "Termination" as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

32. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

33. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Utah.

34. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner[s] shall file this Environmental Covenant for recording, in the same manner as a deed to the Restricted Property, with the Utah County Recorder's Office.

35. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a document of record for the

Restricted Property with the Utah County Recorder.

36. Distribution of Environmental Covenant. The Owner shall distribute a file-and date-stamped copy of the recorded Environmental Covenant to Director within thirty days of recordation.

37. Notice. Unless otherwise notified in writing by or on behalf of the current owner or the Director, any document or communication required by this Environmental Covenant shall be submitted to:

Utah Division of Waste Management and Radiation Control
Attention: Director
P.O. Box 144880
Salt Lake City, Utah 84114-4880

And

Cottonwood Geneva, LLC
Attention: Manager
2750 E. Cottonwood Parkway, Suite 560
Cottonwood Heights, Utah 84121

The undersigned Owner and Holder represent and certify that they are authorized to execute this Environmental Covenant.

IT IS SO AGREED:

Cottonwood Geneva, LLC, as Owner

Jeffrey L. Gochmour
Signature of Owner[s]

JEFFREY L. GOCHMOUR, OFFICER
Printed Name and Title

4 OCTOBER 2017
Date

State of Utah)

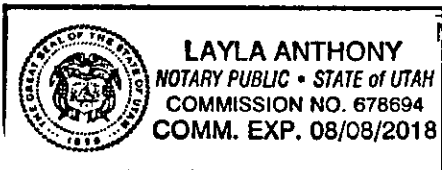
County of Salt Lake)

) ss:

Before me, a notary public, in and for said county and state, personally appeared Jeffrey L. Gochmour, a duly authorized representative of Cottonwood Geneva, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of Cottonwood Geneva.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this day of Oct. 4, 2017.

LCA



Notary Public

Cottonwood Geneva, LLC, as Holder

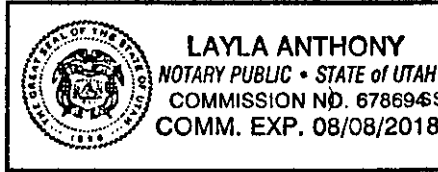
Jeffrey L. Gochneur
Signature of Holder

JEFFREY L. GOCHNEUR, OFFICER
Printed Name and Title

4 OCTOBER 2017
Date

State of Utah)

County of Salt Lake)



Before me, a notary public, in and for said county and state, personally appeared Jeffrey L. Gochneur, a duly authorized representative of Cottonwood Geneva, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of Cottonwood Geneva.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this day of Oct. 4, 2017.

L.A.
Notary Public

Utah Division of Waste Management and Radiation Control

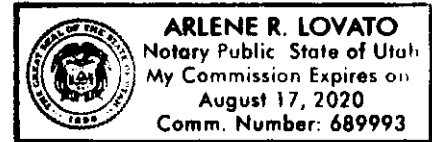
Scott T. Anderson
Scott T. Anderson, Director

4 October 2017
Date

State of Utah)

County of Salt Lake)

) SS:



Before me, a notary public, in and for said county and state, personally appeared Scott T. Anderson, Director of the Utah Division of Waste Management and Radiation Control, who acknowledged to me that he did execute the foregoing instrument.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 4th day of October, 2017.

Arlene R. Lovato
Notary Public

This instrument prepared by:

Wasatch Environmental, Inc.
2410 West California Avenue
Salt Lake City, UT 84104

EXHIBIT A

ENT 101323:2017 PG 9 of 17

Legal Description of Restricted Property

All of Lot 1, THE FORGE PLAT "A", on file and of record in the Utah County Recorder's office, as recorded on January 20, 2017, as Entry No. 5688:2017, Map No. 15378.

Contains 272,350 sq. ft. or 6.252 acres.

All of Lot 2, THE FORGE PLAT "A", on file and of record in the Utah County Recorder's office, as recorded on January 20, 2017, as Entry No. 5688:2017, Map No. 15378.

Contains 258,779 sq. ft. or 5.941 acres.

All of Lot 3, THE FORGE PLAT "A", on file and of record in the Utah County Recorder's office, as recorded on January 20, 2017, as Entry No. 5688:2017, Map No. 15378.

Contains 256,801 sq. ft. or 5.895 acres.

All of Lot 4, THE FORGE PLAT "A", on file and of record in the Utah County Recorder's office, as recorded on January 20, 2017, as Entry No. 5688:2017, Map No. 15378.

Contains 205,158 sq. ft. or 4.710 acres.

All of Lot 5, THE FORGE PLAT "A", on file and of record in the Utah County Recorder's office, as recorded on January 20, 2017, as Entry No. 5688:2017, Map No. 15378.

Contains 221,951 sq. ft. or 5.095 acres.

All of Lot 6, THE FORGE PLAT "A", on file and of record in the Utah County Recorder's office, as recorded on January 20, 2017, as Entry No. 5688:2017, Map No. 15378.

Contains 233,435 sq. ft. or 5.359 acres.

All of Lot 7, THE FORGE PLAT "A", on file and of record in the Utah County Recorder's office, as recorded on January 20, 2017, as Entry No. 5688:2017, Map No. 15378.

Contains 316,536 sq. ft. or 7.267 acres.

All of Lot 10, THE FORGE PLAT "A", on file and of record in the Utah County Recorder's office, as recorded on January 20, 2017, as Entry No. 5688:2017, Map No. 15378.

Contains 151,506 sq. ft. or 3.478 acres.

LESS:

That portion of LOT 5, THE FORGE PLAT "A", on file and of record in the Utah County Recorder's office, as recorded on January 20, 2017, as Entry No. 5688:2017, Map No. 15378 more particularly described as follows:

Beginning at a point being South 00°47'32" East 566.85 feet along the section line and West 267.66 feet from the East Quarter Corner of Section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian; and running

thence South 08°05'53" East 460.93 feet;

thence South 89°59'58" West 456.14 feet;

thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 00°00'02" West and the chord bears North 45°00'01" West 21.21 feet with a central angle of 90°00'02");

thence North 416.33 feet;

thence Northeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears East and the chord bears North 44°59'59" East 21.21 feet with a central angle of 89°59'58");

thence North 89°59'58" East 5.50 feet;

thence North 00°00'02" West 10.00 feet;

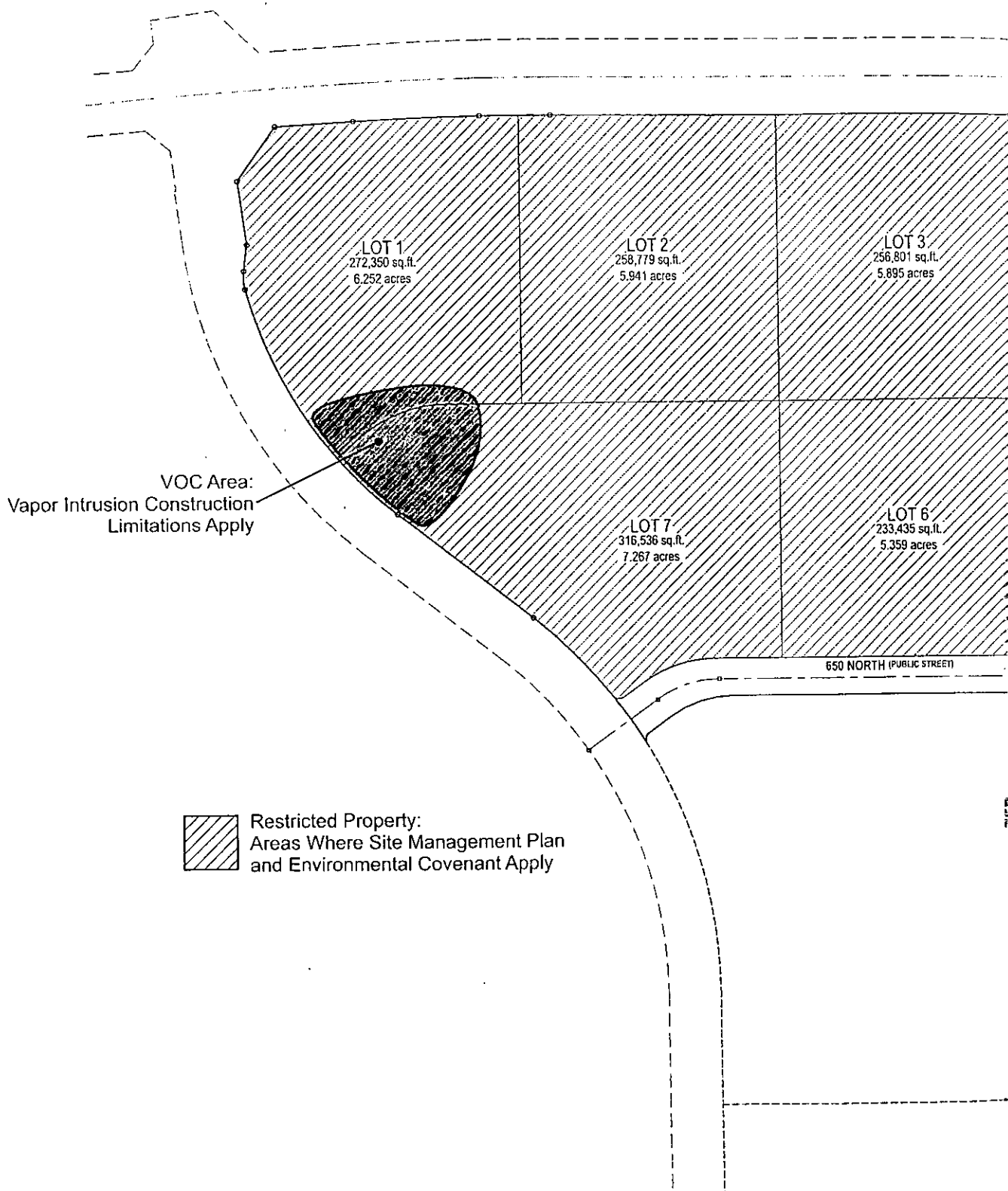
thence North 89°59'58" East 385.71 feet to the point of beginning.

Contains 199,882 square feet or 4.589 acres

EXHIBIT B

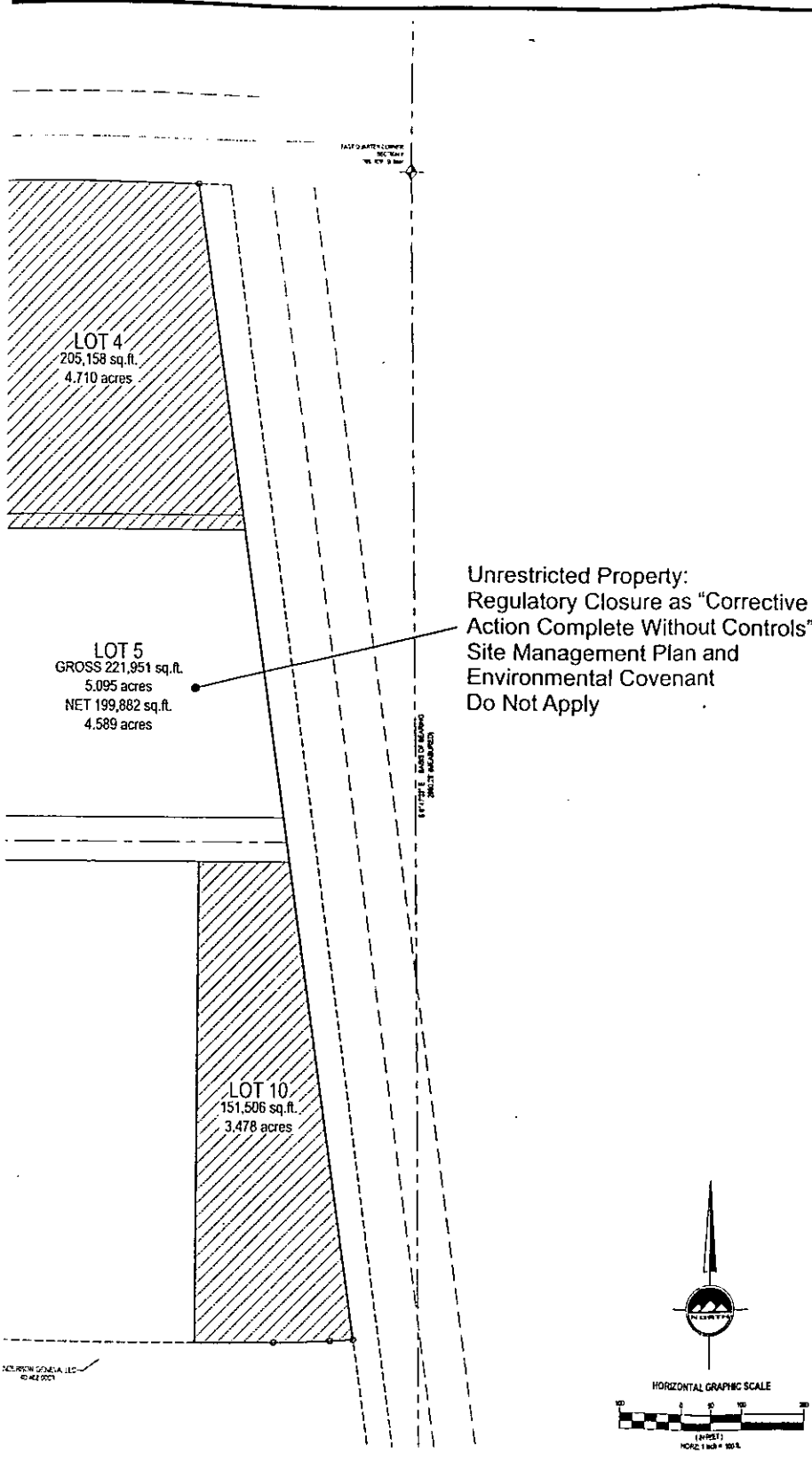
Encumbrances - Lien Holder for Restricted Property

America First Federal Credit Union
Commercial Real Estate Department
4646 South 1500 West, Suite 130
Riverdale, UT 84405
(800) 999-3691



VOC Area:
Vapor Intrusion Construction
Limitations Apply

 Restricted Property:
Areas Where Site Management Plan
and Environmental Covenant Apply



ENSIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3599

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.856.2983

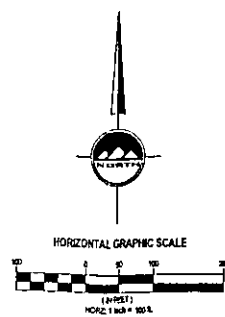
COLORADO SPRINGS
Phone: 719.476.0119

WWW.ENSIGNENG.COM

FOR
Contracted Parties
375 E. Coliseum Parkway, Suite 200
Colorado Springs, UT 81021

OWNER
Jeffrey L. Gardner
PHONE: 801.385.6278

**THE FORGE AT GENEVA
PHASE 1
700 NORTH MILL ROAD
VINEYARD, UTAH**



PARCEL EXHIBIT

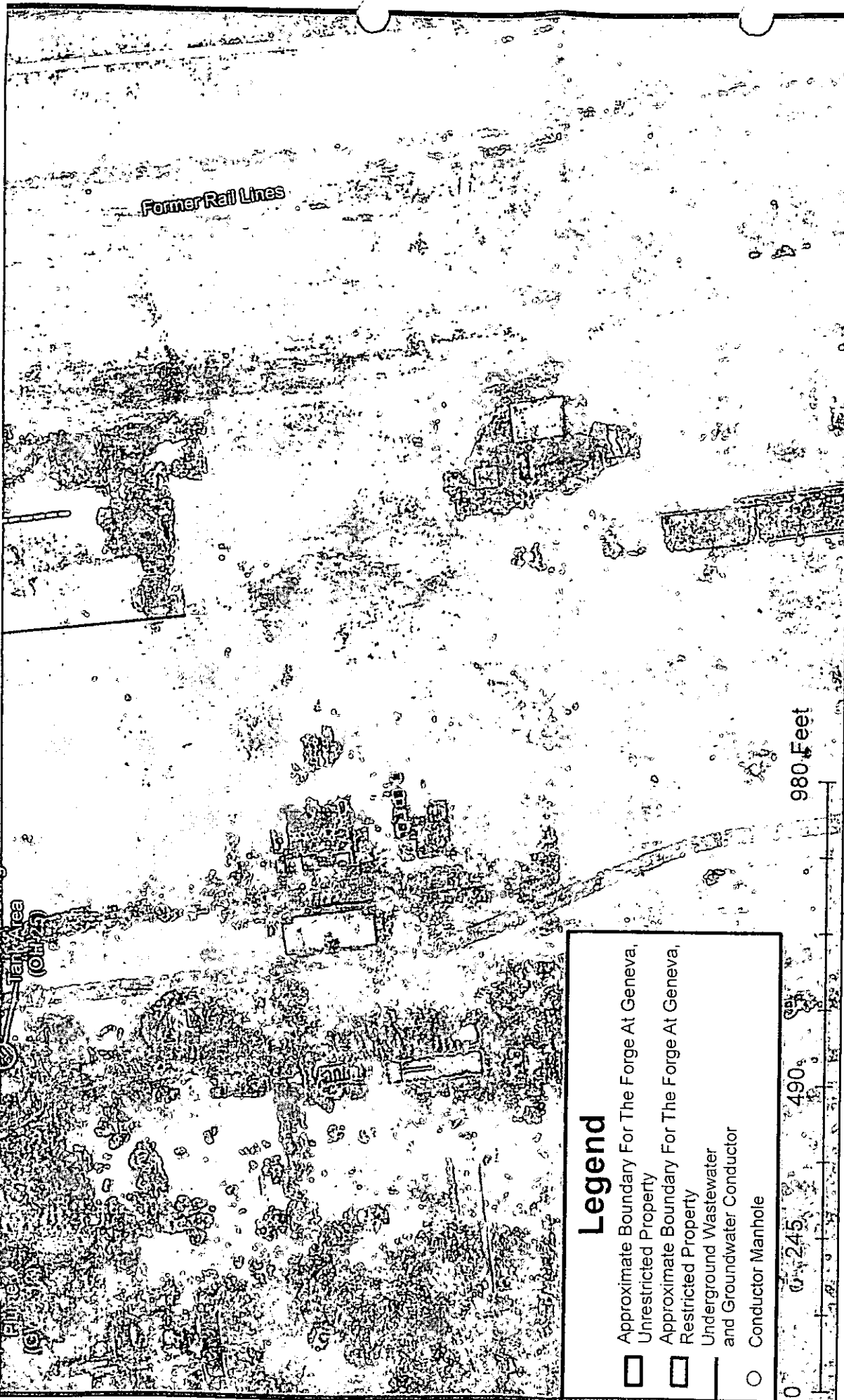
PROJECT NUMBER: 2062-001H
DATE: 8/2017
DRAWN BY: R. FORD
CHECKED BY: R. ELDER
PROJECT NUMBER: R. ELDER





10 of 1

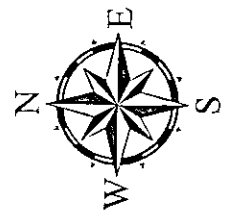
WASATCH
ENVIRONMENTAL

Environmental Science and Engineering

Facility Parcel Map		
The Forge at Geneva Vineyard, Utah		
PROJECT NO.	DRAWING DATE	FIGURE
2062-001H	August 7, 2017	2



- Legend**
-  Approximate Boundary For The Forge At Geneva, Unrestricted Property
 -  Approximate Boundary For The Forge At Geneva, Restricted Property
 -  Underground Wastewater and Groundwater Conductor
 -  Conductor Manhole



** All boundaries and locations are approximate and based on information provided by a title professional and numerous maps produced by URS and Anderson Geneva Development, Inc.*



Environmental Science and Engineering

Facility Feature Map

The Forge at Geneva
Vineyard, Utah

PROJECT NO. 2062-001H	DRAWING DATE August 4, 2017
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FIGURE
3