

14-49
 WHEN RECORDED, RETURN TO:
 William L. Montgomery
 Fort Union Village Homeowners Association
 758 South 400 East
 Orem, Utah 84097
 (801) 227-0550

10195280
 08/16/2007 10:44 AM \$85.00
 Book - 9504 Pg - 3456-3469
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 WILLIAM L MONTGOMERY
 FORT UNION VILLAGE HOA
 758 S 400 E
 OREM UT 84097
 BY: ZJM, DEPUTY - WI 14 P.

PERPETUAL PROTECTIVE EASEMENT

DATE: August 9, 2007

GRANTOR/GRANTOR: FORT UNION VILLAGE HOMEOWNERS ASSOCIATION

GRANTEE: FORT UNION VILLAGE DEVELOPMENT, LLC

PROPERTY: FORT UNION VILLAGE CONDOMINIUMS

INTRODUCTION: For and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Perpetual Protective Easement (the "Easement") is granted and effective the day first above written, by **FORT UNION VILLAGE HOMEOWNERS ASSOCIATION** ("Grantor") to **FORT UNION VILLAGE DEVELOPMENT, LLC** ("Grantee"), for that certain real property located in Salt Lake County, Utah more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

REPRESENTATION OF OWNERSHIP AND AUTHORITY: Grantor represents that it is the agent for all of the Unit Grantors at the Fort Union Village Condominium and, as such, possesses a sufficient Ownership interest in the property to grant the rights conveyed by this Easement.

CONVEYANCE: In consideration of and subject to the covenants, terms, conditions, and restrictions contained herein, the Grantor does hereby grant and convey unto the Grantee, its successors and assigns, in perpetuity, a Protective Easement over and across all of the Property to preserve and protect the integrity of the Property, thereby restricting and limiting the uses of the Property in certain respects, and reserving unto the Grantor, as the agent for and in behalf of the individual Unit Grantors at Fort Union Village Condominium, their successors and assigns forever, who hold fee title to the Property and all the incidents of ownership thereof other than the Easement. The scope of this Protective Easement is set forth in this agreement.

AGREEMENT: Grantor and Grantee agree as follows:

1. DEVELOPMENT OF PROPERTY AND SURROUNDING PROPERTY.

- A. Grantee has developed the Property into certain residential Units and Common Area and Facilities with improvements.
- B. Each Unit Grantor will receive fee title to his or her Unit and a corresponding membership in the Grantor.
- C. The Grantor will manage the Common Area and Facilities.
- D. Each Unit Grantor has been granted a non-exclusive easement for use, enjoyment, ingress and egress over the Common Area and Facilities.
- E. Most of the property Grantors adjoining the Fort Union Village Condominium have been kind, friendly, sociable and appropriate.
- F. Kearn Escalson and/or Western States Development owns or has an Ownership interest in the real property adjoining Fort Union Village Condominium ("Kearn").
- G. Kearn has been uncooperative, unneighborly and has made the development of Fort Union Village Condominium difficult.
- H. Neither Grantor nor Grantee desire to reward such unfriendly and negative behavior.

2. PURPOSES OF THIS PROTECTIVE EASEMENT AND COMMITMENTS OF THE GRANTOR AND THE GRANTEE.

This Protective Easement assures that the integrity and neighborhood value of the Property will be perpetually preserved. The Protective Easement is intended and designed to protect the integrity of the Property, neighborhood values, and prohibit the use of the Property by those who actions have spurned neighborly relations.

A. The use of the Property for access, pedestrian, vehicular or for utilities by Kearn or his successors or assigns is expressly prohibited.

B. The Grantor is the manager of the Property and is committed to preserving its integrity. The Grantor agrees to prohibit the use of the Property for access, pedestrian, vehicular or for utilities, or any other purpose by Kearn or his successors and assigns, and to preserve the neighborhood values.

C. The Grantee is a qualified recipient of this Protective Easement, is committed to preserving the neighborhood values of the Property, and is committed to upholding the terms of this Protective Easement. The Grantee protects and preserves the integrity of condominium projects it develops and neighborhood values.

3. **NEIGHBORHOOD VALUES.** The neighborhood in which Fort Union Village Condominium is located possesses a spirit of kindness, cooperation and friendliness. These values are referred to as the "neighborhood values" in this Easement. The term "neighborhood" shall mean people living near one another.

4. **PROHIBITED ACTIONS.** Any activity on, or use of, the Property which is in conflict, incongruent or inconsistent with the Purposes of this Protective Easement or which is detrimental to the neighborhood values is expressly prohibited. By way of example, but not by way of limitation, the use of the Property for access, pedestrian, vehicular or for utilities, is explicitly prohibited.

5. **PERMITTED USES.** The Grantor retains all Ownership rights, which are not expressly restricted by this Protective Easement

6. **RIGHTS OF THE GRANTEE / GRANTOR.** The Grantor confers the following rights upon the Grantee to perpetually maintain the neighborhood values of the Property:

A. **Right to Monitor.** The Grantee has the right to enter the Property at reasonable times to monitor the Protective Easement and use of the Property. Furthermore, the Grantee has the right to enforce compliance with, or otherwise exercise its rights under, this Protective Easement. The Grantee may not, however, unreasonably interfere with the Grantor's use and quiet enjoyment of the Property. The Grantee has no right to permit others to enter the Property. The general public is not granted access to the Property under this Protective Easement.

B. **Right to Preserve.** The Grantee has the right to prevent any activity on or use of the Property that is inconsistent with the Purposes of this Protective Easement or detrimental to the neighborhood values of the Property.

7. **GRANTEE'S REMEDIES.** This section addresses cumulative remedies of the Grantee and limitations on these remedies.

A. **Delay in Enforcement.** A delay in enforcement shall not be construed as an approval of the violation or a waiver of the Grantee's right to eventually enforce the terms of this Protective Easement.

B. **Acts Beyond Grantor's Control.** The Grantee may not bring an action against the Grantor for modifications to the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as unintentional fires, floods, storms, natural earth movement, or even an Grantor's well-intentioned action in response to an emergency resulting in changes to the Property. The Grantor has no responsibility under this Protective Easement for such unintended modifications.

C. **Notice and Demand.** If the Grantee determines that the Grantor is in violation of this Protective Easement, or that a violation is threatened, the Grantee shall provide written notice to the Grantor. The written notice shall identify the violation and request corrective action to cure the violation and, where the Property has been injured, to restore the Property. However, if at any time the Grantee reasonably determines, in its sole discretion, that the violation constitutes an emergency and that it is likely that immediate and irreparable harm will occur, no written notice is required. For use herein the term "emergency" shall mean the threat of imminent and substantial harm to person or property. The Grantee may then immediately pursue its remedies to prevent or limit harm to the Neighborhood values of the Property. If the Grantee determines that this Protective Easement is, or is expected to be, violated, and the Grantee=s good-faith and reasonable efforts to notify the

Grantor are unsuccessful, the Grantee may pursue its lawful remedies to mitigate or prevent harm to the Neighborhood values without prior notice and without awaiting the Grantor's opportunity to cure. The Grantor agrees to reimburse all reasonable costs associated with this effort.

D. **Failure to Act.** If, within 30 days after written notice, the Grantor does not implement corrective measures requested by the Grantee, the Grantee may bring an action in law or in equity to enforce the terms of the Protective Easement. In the case of immediate or irreparable harm, or if an Grantor is unable to be notified, the Grantee may invoke these same remedies without notification and/or awaiting the expiration of the 30-day period. The Grantee is entitled to enjoin the violation through temporary or permanent injunctive relief and to seek specific performance, declaratory relief, restitution, reimbursement of expenses, and/or an order compelling the Grantor to restore the Property. If the court determines that the Grantor has failed to comply with this Protective Easement, the Grantor shall also reimburse the Grantee for all reasonable litigation costs and reasonable attorney's fees, and all costs of corrective action or Property restoration incurred by the Grantee.

E. **Unreasonable Litigation.** If the Grantee initiates litigation against the Grantor to enforce this Protective Easement, and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require the Grantee to reimburse the Grantor's reasonable costs and reasonable attorney's fees in defending the action.

F. **Actual or Threatened Non-Compliance.** The Grantee's rights and remedies hereunder apply equally in the event of either actual or threatened violations of the terms of this Easement. The Grantor agrees that the Grantee's claim for money damages for any violation of the terms of this Easement is inadequate. The Grantee shall also be entitled to affirmative and prohibitive injunctive relief and specific performance, both prohibitive and mandatory. The Grantee's claim for injunctive relief or specific performance for a violation of this Protective Easement shall not require proof of actual damages to the Recreation Value s.

G. **Cumulative Remedies.** The preceding remedies of the Grantee are cumulative.

Any, or all, of the remedies may be invoked by the Grantee if there is an actual or threatened violation of this Protective Easement.

8. NOTIFICATION PROVISION. The Grantee is entitled to 60 Days written notice whenever its approval is required under this Protective Easement. If the Grantee fails to respond within 60 Days after it receives the written request, then its approval shall be deemed given. This implied approval shall not extend to any activity contrary to this Protective Easement or impairing a neighborhood value. The Grantee's approval shall continue for a period of 3 years after the approval date. If the approved activity is not completed within said 3-year period, then the Grantor must re-submit the written application to the Grantee.

9. COSTS AND LIABILITIES. In accepting this Protective Easement, the Grantee shall have no liability or other obligation for costs, liabilities, taxes, or insurance of any kind related to the Property. The Grantee's rights do not include the right, in absence of a judicial decree, to enter the Property for the purpose of becoming an operator of the Property. The Grantee, its members, trustees or directors, officers, employees, and agents have no liability arising from injury or death to any person or physical damage to any property on the Property. The Grantor agrees to defend the Grantee against such claims arising while Grantor is managing the Property.

10. TERMINATION. This Protective Easement may be extinguished only by the Grantee, due an unexpected change in condition which causes it to be impossible to fulfill the Protective Easement's purposes, or by exercise of eminent domain.

11. LIBERAL CONSTRUCTION. This Protective Easement shall be liberally construed in favor of maintaining the Neighborhood values of the Property.

12. NOTICES. For purposes of this agreement, notices may be provided to either party by personal delivery or by mailing a written notice to the party (at the last known address of a party) by First Class mail.

13. SEVERABILITY. If any portion of this Protective Easement is determined to be invalid, the remaining provisions will remain in force.

14. SUCCESSORS. This Protective Easement is binding upon, and inures to the benefit of, the Grantor/Grantor's and the Grantee's successors in interest. All subsequent Grantors of the Property are bound to all provisions of this Protective Easement to the same extent as the Grantor.

15. AMENDMENT. Except as expressly provided herein, this Agreement shall not be amended except in writing signed by a duly authorized officer of the Grantor and a duly authorized representative of the Grantee.

16. TERMINATION OF RIGHTS AND OBLIGATIONS. A party's future rights and obligations under this Protective Easement terminate upon transfer of that party's interest in the

Property. Liability for acts or omissions occurring prior to transfer will survive the transfer.

17. **UTAH LAW.** This Protective Easement will be construed in accordance with Utah Law.

18. **RECORDATION OF NOTICE OF AGREEMENT.** A notice of this Agreement shall be recorded against the Property as described in Exhibit "A".

19. **ENTIRE AGREEMENT.** This Protective Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives effective as of the date first above written.

GRANTOR:

Fort Union Village Homeowners Association

By: [Signature]
Name: William L. Montgomery
Title: President

STATE OF UTAH)
 ss:
COUNTY OF UTAH)

On the 9 day of August, 2007, personally appeared before me William L. Montgomery, who by me being duly sworn, did say that he is the President of Fort Union Village Homeowners Association, a Utah non-profit corporation, and that the within and foregoing instrument was signed in behalf of said Association by authority of its Articles of Incorporation or a resolution of its Board of Directors, and said William L. Montgomery duly acknowledged to me that said Company executed the same.

[Signature]
Notary Public

Commission Expires: 5-4-2008



GRANTEE:

Fort Union Village Development, LLC

By: 

Name: William L. Montgomery

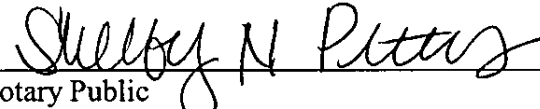
Title: Manager

STATE OF UTAH)

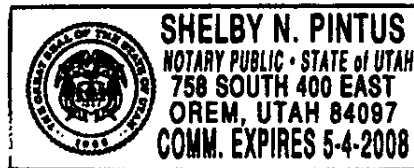
ss:

COUNTY OF UTAH)

On the 9 day of August, 2007, personally appeared before me William L. Montgomery, who by me being duly sworn, did say that he is the Manager of Fort Union Village Development, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said Company by authority of its Articles of Organization or a resolution of its Members, and said William L. Montgomery duly acknowledged to me that said Company executed the same.


Notary Public

Commission Expires 5-4-2008



LEGAL DESCRIPTION OF TRACT
EXHIBIT "A"
PHASE I OF FORT UNION VILLAGE CONDOMINIUM

The Land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

Parcel # 22-29-179-033

PROPERTY DESCRIPTION
PHASE ONE
FORT UNION VILLAGE

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, S.L.B. & M., MIDVALE CITY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 29;
THENCE N.89°46'30"E. 1586.52 FEET ALONG THE QUARTER SECTION LINE
AND SOUTH 48.07 FEET TO THE REAL POINT OF BEGINNING.

THENCE S.62°03'24"E. 9.83 FEET TO A POINT OF CURVATURE OF A TANGENT 44.00-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 21.46 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 27°56'36" AND A CHORD THAT BEARS S.76°01'42"E. 21.25 FEET; THENCE EAST 187.14 FEET; THENCE SOUTH 4.00 FEET; THENCE EAST 220.36 FEET TO A POINT OF CURVATURE OF A TANGENT 26.00-FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 40.84 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00" AND A CHORD THAT BEARS N.45°00'00"E. 36.77 FEET; THENCE NORTH 5.99 FEET TO A POINT OF CURVATURE OF A TANGENT 76.00-FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 17.29 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 13°02'06" AND A CHORD THAT BEARS N.06°31'03"W. 17.25 FEET TO A POINT OF CURVATURE OF A TANGENT 76.00-FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 3.83 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 02°53'23" AND A CHORD THAT BEARS N.14°28'48"W. 3.83 FEET TO A POINT OF REVERSE CURVATURE OF A 124.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 34.46 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 13°55'30" AND A CHORD THAT BEARS N.07°57'45" W. 34.35 FEET; THENCE NORTH 55.22 FEET; THENCE EAST 145.89 FEET; THENCE SOUTH 77.92 FEET; THENCE S.89°46'30"W. 93.46 FEET; THENCE S.00°13'30"E. 90.00 FEET; THENCE S.89°46'30"W. 530.15 FEET TO A POINT OF CURVATURE OF A NON-TANGENT 1486.39-FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 47.54 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 01°49'57" AND A CHORD THAT BEARS N.27°53'35"E. 47.54 FEET TO THE POINT OF BEGINNING.
CONTAINING 29,701 SQ.FT. OR 0.68 ACRES.

PHASE 2 OF FORT UNION VILLAGE CONDOMINIUM

The Land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

PROPERTY DESCRIPTION PHASE TWO FORT UNION VILLAGE

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, S.L.B. & M., MIDVALE CITY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 29:
THENCE N.89°46'30"E. 2041.64 FEET ALONG THE QUARTER SECTION LINE
AND NORTH 78.49 FEET TO THE REAL POINT OF BEGINNING.

THENCE NORTH 40.65 FEET TO A POINT OF CURVATURE OF A TANGENT
212.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY
ALONG THE ARC OF SAID CURVE 21.81 FEET, SAID CURVE HAVING A
CENTRAL ANGLE OF 05°53'42" AND A CHORD THAT BEARS N.02°56'51"E.
21.80 FEET; THENCE EAST 80.38 FEET; THENCE SOUTH 8.42 FEET; THENCE
EAST 64.39 FEET; THENCE SOUTH 54.00 FEET; THENCE WEST 145.89 FEET TO
THE POINT OF BEGINNING. CONTAINING 8,556 SQ.FT. OR 0.20 ACRES.

PHASE 3 OF FORT UNION VILLAGE CONDOMINIUM

The Land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

PROPERTY DESCRIPTION PHASE THREE FORT UNION VILLAGE

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, S.L.B. & M., MIDVALE CITY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 29:
THENCE N.89°46'30"E. 2042.76 FEET ALONG THE QUARTER SECTION LINE
AND NORTH 140.91 FEET TO THE REAL POINT OF BEGINNING SAID POINT
ALSO BEING A POINT OF CURVATURE OF A NON-TANGENT 212.00-FOOT
RADIUS CURVE TO THE RIGHT;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 6.90
FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 01°51'49" AND A CHORD
THAT BEARS N.06°49'36"E. 6.89 FEET; THENCE N.07°45'30"E. 7.62 FEET TO A
POINT OF CURVATURE OF A TANGENT 189.25-FOOT RADIUS CURVE TO THE
LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 24.05
FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 07°16'53" AND A CHORD
THAT BEARS N.03°39'09"E. 24.05 FEET; THENCE NORTH 61.95 FEET; THENCE
EAST 82.00 FEET; THENCE SOUTH 51.56 FEET; THENCE N.89°46'30"E. 59.39
FEET; THENCE SOUTH 57.43; THENCE WEST 64.39 FEET; THENCE NORTH 8.42
FEET; THENCE WEST 80.38 FEET TO THE POINT OF BEGINNING.
CONTAINING 11,722 SQ.FT. OR 0.27 ACRES.

PHASE 4 OF FORT UNION VILLAGE CONDOMINIUM

The Land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

PROPERTY DESCRIPTION PHASE FOUR FORT UNION VILLAGE

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, S.L.B. & M., MIDVALE CITY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 29;
THENCE N.89°46'30"E. 2046.14 FEET ALONG THE QUARTER SECTION LINE
AND NORTH 241.23 FEET TO THE REAL POINT OF BEGINNING;

THENCE NORTH 92.34 FEET; THENCE S.89°59'35"E. 82.00 FEET; THENCE
SOUTH 92.33 FEET; THENCE WEST 82.00 TO THE POINT OF BEGINNING.
CONTAINING 7,572 SQ.FT. OR 0.17 ACRES.

PHASE 5 OF FORT UNION VILLAGE CONDOMINIUM

The Land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

PROPERTY DESCRIPTION PHASE FIVE FORT UNION VILLAGE

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, S.L.B. & M., MIDVALE CITY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 29;
THENCE N.89°46'30"E. 1908.80 FEET ALONG THE QUARTER SECTION LINE
AND NORTH 271.81 FEET TO THE REAL POINT OF BEGINNING;

THENCE N.00°04'01"E. 62.31 FEET; THENCE S.89°59'35"E. 137.27 FEET;
THENCE SOUTH 62.29 FEET; THENCE WEST 137.34 FEET TO THE POINT OF
BEGINNING. CONTAINING 8,555 SQ.FT. OR 0.20 ACRES.

PHASE 6 OF FORT UNION VILLAGE CONDOMINIUM

The Land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

PROPERTY DESCRIPTION PHASE SIX FORT UNION VILLAGE

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, S.L.B. & M., MIDVALE CITY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 29;
THENCE N.89°46'30"E. 1908.71 FEET ALONG THE QUARTER SECTION LINE
AND NORTH 196.05 FEET TO THE REAL POINT OF BEGINNING;

THENCE N.00°04'01"E. 75.79 FEET; THENCE EAST 137.34 FEET; THENCE
SOUTH 75.79 FEET; THENCE WEST 137.43 FEET TO THE POINT OF
BEGINNING. CONTAINING 10,413 SQ.FT. OR 0.240 ACRES.

PHASE 7 OF FORT UNION VILLAGE CONDOMINIUM

The Land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

PROPERTY DESCRIPTION PHASE SEVEN FORT UNION VILLAGE

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, S.L.B. & M., MIDVALE CITY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 29;
THENCE N.89°46'30"E. 1908.60 FEET ALONG THE QUARTER SECTION LINE
AND NORTH 102.93 FEET TO THE REAL POINT OF BEGINNING;

THENCE N.00°04'01"E. 93.12 FEET; THENCE S.89°59'17"E. 137.43 FEET;
THENCE SOUTH 16.20 FEET TO A POINT OF CURVATURE OF A NON-
TANGENT 189.25-FOOT RADIUS CURVE TO THE RIGHT; THENCE
SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 24.05 FEET, SAID
CURVE HAVING A CENTRAL ANGLE OF 07°16'53" AND A CHORD THAT
BEARS S.03°39'09"W. 24.04 FEET; THENCE S.07°45'30"W. 7.62 FEET TO A
POINT OF CURVATURE OF A TANGENT 212.00-FOOT RADIUS CURVE TO THE
LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 28.71
FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 07°45'30" AND A CHORD
THAT BEARS S.03°52'45"W. 28.68 FEET; THENCE SOUTH 16.73 FEET; THENCE
WEST 133.04 FEET TO THE POINT OF BEGINNING. CONTAINING 12,587 SQ.FT.
OR 0.29 ACRES.

PHASE 8 OF FORT UNION VILLAGE CONDOMINIUM

The Land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

PROPERTY DESCRIPTION PHASE EIGHT FORT UNION VILLAGE

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, S.L.B. & M., MIDVALE CITY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 29;
THENCE N.89°46'30"E. 1908.52 FEET ALONG THE QUARTER SECTION LINE
AND NORTH 29.95 FEET TO THE REAL POINT OF BEGINNING;

THENCE N.00°04'01"E. 73.00 FEET; THENCE EAST 133.04 FEET; THENCE
SOUTH 73.00 FEET; THENCE WEST 133.13 FEET TO THE POINT OF
BEGINNING. CONTAINING 9,715 SQ.FT. OR 0.22 ACRES.

PHASE 9 OF FORT UNION VILLAGE CONDOMINIUM

The Land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

PROPERTY DESCRIPTION PHASE NINE FORT UNION VILLAGE

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, S.L.B. & M., MIDVALE CITY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 29; THENCE N.89°46'30"E. 1908.48 FEET ALONG THE QUARTER SECTION LINE TO THE REAL POINT OF BEGINNING;

THENCE N.00°04'01"E. 29.93 FEET; THENCE EAST 133.13 FEET; THENCE SOUTH 6.13 FEET TO A POINT OF CURVATURE OF A TANGENT 124.00-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 34.46 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 15°55'30" AND A CHORD THAT BEARS S.07°57'45"E. 34.35 FEET TO A POINT OF REVERSE CURVATURE OF 76.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 21.12 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 15°55'30" AND A CHORD THAT BEARS S.07°57'45"E. 21.06 FEET; THENCE SOUTH 5.99 FEET TO A POINT OF CURVATURE OF A TANGENT 26.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 40.84 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00" AND A CHORD THAT BEARS S.45°00'00"W. 56.77 FEET; THENCE WEST 122.82 FEET; THENCE N.00°13'30"W. 63.04 FEET; THENCE N.89°46'30"E. 8.23 FEET TO THE POINT OF BEGINNING. CONTAINING 13,188 SQ.FT. OR 0.30 ACRES.

PHASE 10 OF FORT UNION VILLAGE CONDOMINIUM

The Land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

PROPERTY DESCRIPTION PHASE TEN FORT UNION VILLAGE

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, S.L.B. & M., MIDVALE CITY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 29; THENCE N.89°46'30"E. 1797.81 FEET ALONG THE QUARTER SECTION LINE TO THE REAL POINT OF BEGINNING;

THENCE N.89°46'30"E. 102.44 FEET; THENCE S.00°13'30"E. 63.04 FEET; THENCE WEST 97.54 FEET; THENCE NORTH 4.00 FEET; THENCE WEST 5.15 FEET; THENCE NORTH 58.64 FEET TO THE POINT OF BEGINNING. CONTAINING 6,424 SQ.FT. OR 0.15 ACRES.