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Gary W. Ott
Recorder, Salt Lake County, UT
FABIAN & CLENDENIN
BY: eCASH, DEPUTY - EF 18 P.

When recorded, return to:
Diane Banks, Esq.
Fabian & Clendenin
215 South State Street, Suite 1200
Salt Lake City, Utah 84111-2323

Affects Parcel Nos.

- 33-12-300-055
- 33-12-300-056
- 33-12-300-016
- 33-12-300-018
- 33-12-300-026
- 33-13-100-027
- 33-12-300-053
- 32-12-300-051
- 33-12-300-052
- 33-12-300-054
- 33-12-300-048
- 33-12-300-049
- 33-12-300-050
- 33-11-300-022
- 33-11-300-020
- 33-14-100-002
- 33-14-100-003

GRANT OF EASEMENT AND AGREEMENT

(Georgios Investments, LLC through Georgios Parcel)

THIS GRANT OF EASEMENT AND AGREEMENT ("Easement Agreement") is made and entered into the 23rd day of March, 2009, by and between GEORGIOS INVESTMENTS, LLC, whose mailing address is P.O. Box 633, Draper, Utah 84020 ("Grantor") and BYRON INVESTMENTS, LLC, ARTEMIS INVESTMENTS, LLC, ASPASIA INVESTMENTS, LLC, ATHENAIS INVESTMENTS, LLC, and PORTER'S POINT, LLC (together, "Grantee").

RECITALS:

A. On or about December 26, 2008, certain land was conveyed to Grantor, which land is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Georgios Parcel").

B. Grantee presently owns certain real property, a portion of which is adjacent to the Georgios Parcel, which land is more particularly described in Exhibit B attached hereto and incorporated by this reference (the "Benefitted Property").

C. Grantor has agreed to grant an easement to Grantee for access to the Benefitted Property through the Georgios Parcel as more particularly set forth herein.

NOW, THEREFORE, in consideration of the covenants, promises, obligations, and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. EASEMENT

1.1 Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement (the "Easement") across all not yet dedicated roads and access ways within the Georgios Parcel for (i) ingress and egress across the Georgios Parcel to all or any portion of the Benefitted Property, and (ii) for the construction, maintenance, repair and replacement of public utilities, including without limitation water, sewer, natural gas and telecommunications lines. Prior to construction of roads and access ways and construction of utility infrastructure within the Georgios Parcel, Grantee may construct an access way subject to the provisions of Section 1.4 of this Easement. Grantee acknowledges that no roadways or utility infrastructure is presently situated on the Georgios Parcel.

1.2 Easement Runs with the Land. This Easement runs with the Georgios Parcel and all portions thereof. Grantee agrees to restore any portion of the Georgios Parcel and repair any improvements thereon damaged or modified by reason of use of this Easement by Grantee.

1.3 Amended Easement. This Easement may be amended from time to time to reflect the final location of roads and utilities constructed by Grantor or Grantee and in a form reasonably approved by Grantor, so long as the nature and extent of the Easement are not changed. Both parties hereto agree to execute any documentation reasonably required for such amendment.

1.4 Construction. Grantor and Grantee anticipate that Grantor or its successors will construct certain improvements on the Georgios Parcel, including a road to be dedicated for public use accessing the Benefitted Property, at its sole cost and expense and in a location approved by the Utah Department of Transportation. Notwithstanding the foregoing, in the event a road through the Georgios Parcel has not been constructed prior to development of the Benefitted Property, Grantee shall have the right to construct such a roadway through the Georgios Parcel (the "Improvements") subject to the following:

1.4.1 Grantee shall submit to Grantor for approval at least thirty (30) days prior to commencement of construction, all plans and specifications with respect to any

Improvement to be constructed by Grantee. Grantor's approval of such plans and specifications shall not be unreasonably withheld or delayed and may not be withheld so long as such plans and specifications are consistent with the master plan for Independence at Bluffdale, a Master Planned Community.

1.4.2 The design and construction of the Improvements shall be in material conformity with all applicable governmental and agency standards, regulations and requirements and shall be designed in accordance with sound engineering practices and constructed in a workmanlike manner.

1.5 Indemnity. Grantee shall indemnify Grantor and hold Grantor harmless from and against any and all claims, damages and causes of action, of whatever nature and description, asserted by any third person or entity arising from Grantee's use of the Easement granted hereunder and of Grantee's activities on the Georgios Parcel, including Grantor's reasonable attorney's fees and costs of court arising from such third-party claims.

2. GENERAL

2.1 Notices. All notices and other communications provided for in this Easement Agreement shall be in writing and shall be sufficient for all purposes if personally delivered, or sent by certified or registered U.S. mail, return receipt requested, postage prepaid, and addressed to the respective party at the fax number and address set forth below or at such other address as such party may hereafter designate by written notice to the other parties as herein provided.

To Grantor: Georgios Investments, LLC
P.O. Box 633
Draper, Utah 84020

To Grantee: Byron Investments, LLC
14587 South 790 West, Unit A, Suite 101
Bluffdale, Utah 84065

Artemis Investments, LLC
14587 South 790 West, Unit A, Suite 101
Bluffdale, Utah 84065

Aspasia Investments, LLC
14587 South 790 West, Unit A, Suite 101
Bluffdale, Utah 84065

Athenais Investments, LLC
14587 South 790 West, Unit A, Suite 101
Bluffdale, Utah 84065

Porter's Point, LLC
14587 South 790 West, Unit A, Suite 101
Bluffdale, Utah 84065

If personally delivered, notices and other communications under this Easement Agreement shall be deemed to have been given and received and shall be effective when personally delivered. If sent by fax and mail in the form specified in this section, notices and other communications under this Easement Agreement shall be deemed to have been given and received and shall be effective when faxed and deposited in the U.S. Mail, whichever shall first occur.

2.2 Costs. Except as otherwise specifically provided in this Easement Agreement, Grantor and Grantee each shall pay their own costs and expenses incurred in preparation and execution of and performance under this Easement Agreement.

2.3 Entire Agreement. This Easement Agreement (including the exhibits attached hereto) constitutes the entire agreement between the parties hereto relative to the subject matter hereof. This Easement Agreement may not be amended or modified except in writing executed by all of the parties hereto.

2.4 Interpretation. This Easement Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, and is assignable by Grantee.

2.5 Counterparts and Facsimile Signatures. This Easement Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which shall together constitute one and the same instrument. Original, facsimile or power of attorney signatures shall be binding upon the executing party.

2.6 No Waiver. Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. Except as otherwise expressly provided herein, no waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

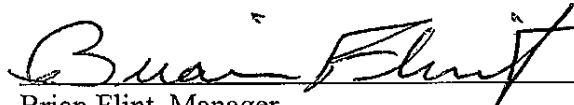
2.7 Covenants Run With the Land. Each right and obligation in this Easement Agreement (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of the Benefitted Property; and (c) shall benefit and be binding upon any person whose title is acquired by voluntary conveyance, judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

2.8 Attorneys' Fees. In the event of any legal, equitable or administrative action or proceeding brought by any party against any other party under this Easement Agreement, the prevailing party shall be entitled to recover the reasonable fees of its attorneys, and any costs incurred in such action or proceeding including costs of appeal, if any, in such amount as the court or administrative body having jurisdiction may award.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the day and year first above written.

GRANTOR:

GEORGIOS INVESTMENTS, LLC



Brian Flint, Manager

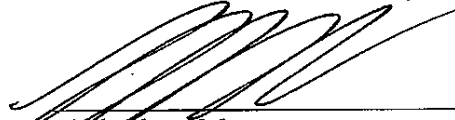
GRANTEE:

BYRON INVESTMENTS, LLC



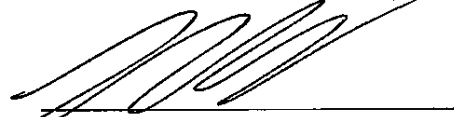
Mark Shea, Manager

ARTEMIS INVESTMENTS, LLC



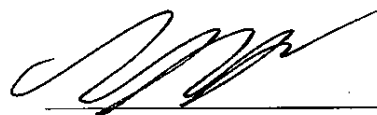
Mark Shea, Manager

ASPASIA INVESTMENTS, LLC



Mark Shea, Manager

ATHENAIS INVESTMENTS, LLC



Mark Shea, Manager

PORTER'S POINT, LLC

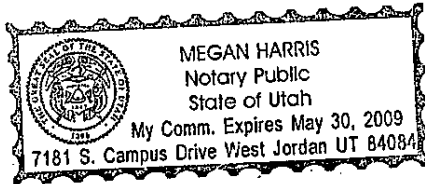
[Signature]
Mark Shea, Manager

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

The foregoing instrument was acknowledged before me on the 22nd day of March, 2009, by Brian Flint, Manager of Georgios Investments, LLC.

[Signature]
Notary Public
Residing at Salt Lake City Utah

My Commission Expires:
May 30 2009

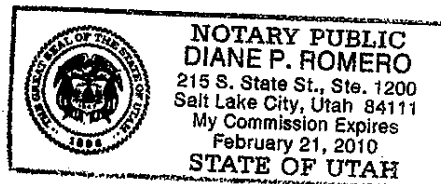


STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on the 20th day of March, 2009, by Mark Shea, Manager of Byron Investments, LLC.

[Signature]
Notary Public
Residing at Salt Lake City UT

My Commission Expires:
2/21/2010

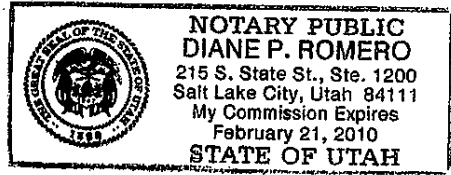


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on the 20th day of March, 2009, by Mark Shea, Manager of Artemis Investments, LLC.

Diane Romero
Notary Public
Residing at Salt Lake City, UT

My Commission Expires:
2/21/2010

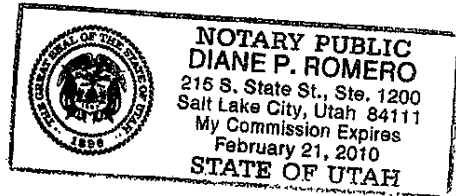


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on the 20th day of March, 2009, by Mark Shea, Manager of Aspasia Investments, LLC.

Diane Romero
Notary Public
Residing at Salt Lake City, UT

My Commission Expires:
2/21/2010



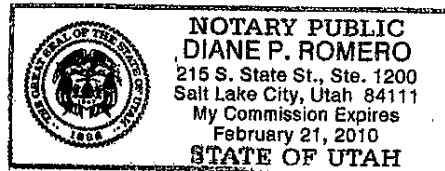
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on the 20th day of March, 2009, by Mark Shea, Manager of Athenais Investments, LLC.

Diane Romero
Notary Public
Residing at Salt Lake City UT

My Commission Expires:

2/21/2010



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

The foregoing instrument was acknowledged before me on the 20th day of March, 2009, by Mark Shea, Manager of Porter's Point, LLC.

Diane Romero
Notary Public
Residing at Salt Lake City UT

My Commission Expires:

2/21/2010

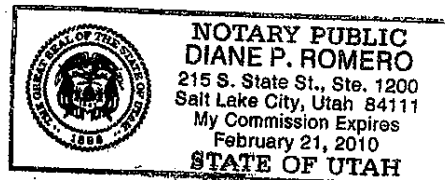


EXHIBIT "A"
TO
EASEMENT AGREEMENT

Legal Description of the Georgios Parcel

LAND SITUATED IN SALT LAKE COUNTY, STATE OF UTAH, and more particularly described as follows:

Commencing at the Southwest Corner of said Section 12 thence North $00^{\circ}08'07''$ East 2406.38 feet coincident with the west line of said Southwest Quarter Section; thence North $90^{\circ}00'00''$ East 1124.85 feet to the TRUE POINT OF BEGINNING;
Thence North $51^{\circ}14'33''$ East 133.49 feet;
Thence Northeasterly 332.10 feet along the arc of a 492.13 foot radius curve to the right (center bears North $38^{\circ}45'27''$ West) through a central angle of $38^{\circ}39'52''$,
Thence South $89^{\circ}55'52''$ East 462.35 feet;
Thence South $00^{\circ}04'08''$ East 192.20 feet;
Thence North $89^{\circ}55'52''$ West 873.58 feet to POB.

Exhibit B

LEGAL DESCRIPTION OF BENEFITTED PROPERTY

Land situated in Salt Lake City, Salt Lake County, State of Utah, and more particularly described as follows:

PARCEL 1

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°07'57" EAST ALONG THE WEST LINE OF SAID SECTION 12, 1,610.02 FEET TO A POINT IN THE CENTER OF THE EAST JORDAN CANAL; THENCE FOLLOWING THE CENTER OF THE EAST JORDAN CANAL THE FOLLOWING SIX (6) COURSES. 1. NORTH 80°55'16" EAST 117.03 FEET TO THE POINT OF CURVATURE OF A 230.87 FOOT RADIUS CURVE TO THE LEFT; 2.) NORTHEASTERLY 188.74 FEET ALONG THE ARC OF SAID 230.87 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 46°50'21"; 3.) NORTH 34°04'55" EAST 397.03 FEET TO THE POINT OF CURVATURE OF A 662.88 FOOT RADIUS CURVE TO THE RIGHT; 4.) NORTHEASTERLY 198.50 FEET ALONG THE ARC OF SAID 662.88 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 17°09'27"; 5.) NORTH 51°14'22" EAST 470.29 FEET TO THE POINT OF CURVATURE OF A 806.39 FOOT RADIUS CURVE TO THE LEFT; 6.) NORTHEASTERLY 147.96 FEET ALONG THE ARC OF SAID 806.39 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 10°30'46" TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 14600 SOUTH STREET; THENCE SOUTH 89°55'52" EAST ALONG SAID SOUTH RIGHT-OF-WAY 438.32 FEET TO A POINT ON A 490.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 00°04'08" WEST); THENCE SOUTHWESTERLY 332.07 FEET ALONG THE ARC OF SAID 490.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 38°49'46" TO THE POINT OF TANGENCY; THENCE SOUTH 51°14'22" WEST 651.62 FEET TO THE POINT OF CURVATURE OF A 510.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY 152.72 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°09'27" TO THE POINT OF TANGENCY; THENCE SOUTH 34°04'55" WEST 504.68 FEET; THENCE SOUTH 54°31'37" EAST 188.88 FEET; THENCE SOUTH 35°28'23" WEST 305.95 FEET TO THE POINT OF CURVATURE OF A 285.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY 175.47 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°16'33" TO THE POINT OF TANGENCY; THENCE SOUTH 00°11'50" WEST 382.87 FEET; THENCE SOUTH 48°46'06" EAST 391.94 FEET TO A POINT ON A 1930.66 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CENTER BEARS SOUTH 70°57'15" EAST); THENCE NORTHEASTERLY 374.52 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTER ANGLE OF 11°06'52"; THENCE SOUTH 62°11'10" EAST 257.16 FEET; THENCE

SOUTH 29°04'46" WEST 208.49 FEET; THENCE SOUTH 21°26'32" WEST 461.42 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°39'55" WEST ALONG SAID SOUTH LINE OF SECTION 12, 670.41 FEET TO THE POINT OF BEGINNING.

Part of Parcel ID Nos. 33-12-300-016, 33-12-300-018, 33-12-300-026

PARCEL 2

BEGINNING AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89 DEGREES 39'55" EAST ALONG THE SECTION LINE, 669.85 FEET TO THE WEST RIGHT OF WAY LINE OF THE UTAH LAKE IRRIGATION COMPANY CANAL, THENCE ALONG SAID CANAL THE FOLLOWING FIVE COURSES: SOUTH 24 DEGREES 30'24" WEST 54.94 FEET; THENCE SOUTH 34 DEGREES 56'34" WEST 818.58 FEET; THENCE SOUTH 43 DEGREES 04'25" WEST 324.43 FEET TO THE P.C. OF A 447.696 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 212.03 FEET (DELTA = 27 DEGREES 08'07", CHORD BEARS SOUTH 29 DEGREES 30'22" WEST 210.053 FEET); THENCE SOUTH 15 DEGREES 56'18" WEST 179.43 FEET; THENCE NORTH 82 DEGREES 50'15" WEST 67.30 FEET; THENCE NORTH 11 DEGREES 21'20" EAST 1334.98 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EXISTING RIGHT OF WAY AND EASEMENT FOR INGRESS AND EGRESS (EXACT LOCATION NOT DISCLOSED) WHICH ADJOINS THE WEST END OF AN EXISTING RIGHT OF WAY AND RUNNING THENCE SOUTHWESTERLY TO WHERE THE SAID RIGHT OF WAY JOINS THE RIGHT OF WAY WHICH RUNS ALONG THE EASTERLY SIDE OF THE DRAPER IRRIGATION COMPANY CANAL; THENCE ACROSS THE BRIDGE OVER SAID CANAL AND NORTHERLY ALONG SAID CANAL TO THE CANAL RIGHT OF WAY.

Parcel ID No. 33-13-100-027

PARCEL 3

BEGINNING NORTH 00°07'57" EAST 1139.28 FEET ALONG THE WEST LINE OF SECTION 12 AND SOUTH 89°52'03" EAST 283.55 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE SOUTH 46°05'22" EAST 592.40 FEET TO A POINT ON A 1930.66 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 59°50'23" EAST); THENCE SOUTHWESTERLY 374.52 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°06'52"; THENCE NORTH 48°46'06" WEST 391.94 FEET; THENCE NORTH 00°11'50" EAST 382.87 FEET TO THE POINT OF CURVATURE OF A 285.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE NORTHEASTERLY 112.62 FEET ALONG THE ARC OF SAID CURVE, THROUGH CENTRAL ANGLE OF 22°38'25" TO THE POINT OF BEGINNING.

Part of Parcel ID No. 33-12-300-053

PARCEL 4

BEGINNING NORTH 00°07'57" EAST 1610.02 FEET ALONG THE WEST LINE OF SECTION 12, NORTH 80°55'16" EAST 117.03 FEET TO THE POINT OF CURVATURE OF A 230.87 FOOT RADIUS CURVE TO THE LEFT, NORTHEASTERLY 188.74 FEET ALONG THE ARC OF SAID 230.87 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 46°50'21", NORTH 34°04'55" EAST 397.03 FEET TO THE POINT OF CURVATURE OF A 662.88 FOOT RADIUS CURVE TO THE RIGHT, NORTHEASTERLY 198.50 FEET ALONG THE ARC OF SAID 662.88 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 17°09'27", NORTH 51°14'22" EAST 470.29 FEET TO THE POINT OF CURVATURE OF A 806.39 FOOT RADIUS CURVE TO THE LEFT, NORTHEASTERLY 147.96 FEET ALONG THE ARC OF SAID 806.39 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 10°30'46" TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 14600 SOUTH STREET AND SOUTH 89°55'52" EAST ALONG SAID SOUTH RIGHT-OF-WAY 438.32 FEET, FROM THE SOUTHWEST-CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE SOUTH 89°55'52" EAST ALONG SAID SOUTH RIGHT-OF-WAY OF 14600 SOUTH STREET 462.52 FEET; THENCE SOUTH 00°04'08" WEST 887.98 FEET; THENCE SOUTH 58°45'10" WEST 390.80 FEET; THENCE NORTH 45°25'34" WEST 799.11 FEET; THENCE NORTH 51°14'22" EAST 78.08 FEET; THENCE NORTH 38°45'38" WEST 245.23 FEET; THENCE NORTH 51°14'22" EAST 291.35 FEET TO THE POINT OF CURVATURE OF A 490.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY 332.07 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°49'46" TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION WHICH MAY LIE WITHIN THE BOUNDS OF THE DRAPER IRRIGATION CANAL RIGHT OF WAY.

Parcel ID No. 32-12-300-051 and Part of Parcel ID Nos. 33-12-300-052 and 33-12-300-054

PARCEL 5

BEGINNING AT A POINT NORTH 00°07'57" EAST ALONG THE SECTION LINE 1552.17 FEET AND EAST 336.88 FEET FROM THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, RUNNING; THENCE NORTH 34°04'55" EAST 504.68 FEET TO THE POINT CURVATURE OF A 510 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY 152.72 FEET ALONG THE ARC OF SAID 510.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 17°09'27" TO THE POINT OF TANGENCY OF SAID CURVE; THENCE

NORTH 51°14'22" EAST 360.27 FEET; THENCE SOUTH 42°12'24" FEET EAST 245.36 FEET; THENCE SOUTH 49°59'58" WEST 72.53 FEET; THENCE SOUTH 46°57'12" EAST 620.82 FEET; THENCE SOUTH 37°58'19" WEST 215.18 FEET; THENCE SOUTH 11°03'48" EAST 140.19 FEET; THENCE SOUTH 37°11'30" WEST 579.93 FEET TO THE POINT OF CURVATURE OF A 1675.23 FOOT RADIUS CURVE TO THE LEFT; THENCE 132.53 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°31'58"; THENCE NORTH 58°01'52" WEST 205.64 FEET; THENCE SOUTH 31°17'33" WEST 70.00 FEET; THENCE NORTH 62°19'41" WEST 60.08 FEET TO THE POINT OF CURVATURE OF A 138.56 FOOT RADIUS CURVE TO THE RIGHT; THENCE 42.76 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°40'53"; THENCE NORTH 46°17'29" WEST 515.74 FEET TO THE POINT OF CURVATURE OF A 80.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY 12.47 FEET ALONG THE ARC OF SAID 80.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 08°55'43"; THENCE NORTH 55°13'12" WEST 3.85 FEET; THENCE NORTH 35°28'23" EAST 240.87 FEET; THENCE NORTH 54°31'37" WEST 188.88 FEET TO THE BEGINNING.

Part of Parcel ID Nos. 33-12-300-048, 33-12-300-049 and 33-12-300-050

PARCEL 6

BEGINNING AT A POINT N00°07'57"E ALONG THE SECTION LINE 1246.39 FEET AND EAST 351.63 FEET FROM THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, RUNNING; THENCE S55°13'12"E 3.85 FEET TO A POINT OF CURVATURE OF 80.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 12.47 FEET ALONG SAID ARC THROUGH A CENTRAL ANGLE OF 8°55'43" TO A POINT OF TANGENCY; THENCE S46°17'29"E 515.61 FEET TO A POINT OF CURVATURE OF A 138.56 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 42.89 FEET ALONG SAID ARC THROUGH A CENTRAL ANGLE OF 17°44'03" TO A POINT OF TANGENCY; THENCE S62°19'41"E 60.08 FEET; THENCE N31°17'33"E 70.00 FEET; THENCE S58°01'52"E 205.71 FEET; THENCE SOUTHWESTERLY 101.76 FEET ALONG THE ARC OF A 1654.70 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT THE CENTER OF WHICH BEARS S57°23'49"E; THENCE S29°04'46"W 94.37 FEET; THENCE N62°11'10"W 257.16 FEET; THENCE N46°05'22"W 592.40 FEET; THENCE NORTHEASTERLY 62.85 FEET ALONG THE ARC OF A 285.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT THE CENTER OF WHICH BEARS S67°09'45"E; THENCE N35°28'23"E 65.08 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.86 ACRES MORE OR LESS.

BEGINNING AT A POINT N00°07'57"E ALONG THE SECTION LINE 1626.45 FEET AND EAST 1543.79 FEET FROM THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, RUNNING; THENCE

S45°25'34"E 170.67 FEET; THENCE S58°45'09"W 102.59 FEET TO A POINT OF CURVATURE OF 420.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 158.05 FEET ALONG SAID ARC THROUGH A CENTRAL ANGLE OF 21°33'39"; THENCE N11°03'48"W 140.19 FEET; THENCE N37°58'19"E 178.36 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.67 ACRES MORE OR LESS.

Parcel ID Nos. 33-11-300-022, 33-11-300-020

PARCEL 7

BEGINNING AT A POINT NORTH 00°07'57" EAST ALONG THE SECTION LINE 1246.39 FEET AND EAST 351.63 FEET FROM THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, RUNNING; THENCE SOUTH 55°13'12" EAST 3.85 FEET TO A POINT OF CURVATURE OF 80.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 12.47 FEET ALONG SAID ARC THROUGH A CENTRAL ANGLE OF 8°55'43" TO A POINT OF TANGENCY; THENCE SOUTH 46°17'29" EAST 515.74 FEET TO A POINT OF CURVATURE OF A 138.56 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 42.76 FEET ALONG SAID ARC THROUGH A CENTRAL ANGLE OF 17°40'53" TO A POINT OF TANGENCY; THENCE SOUTH 62°19'41" EAST 60.08 FEET; THENCE NORTH 31°17'33" EAST 70.00 FEET; THENCE SOUTH 58°01'52" EAST 205.64 FEET; THENCE SOUTHWESTERLY 101.76 FEET ALONG THE ARC OF A 1654.70 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT THE CENTER OF WHICH BEARS SOUTH 57°23'49" EAST; THENCE SOUTH 29°04'46" WEST 94.37 FEET; THENCE NORTH 62°11'10" WEST 257.16 FEET; THENCE NORTH 46°05'22" WEST 592.40 FEET; THENCE NORTHEASTERLY 62.85 FEET ALONG THE ARC OF A 285.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT THE CENTER OF WHICH BEARS SOUTH 67°09'45" EAST; THENCE NORTH 35°28'23" EAST 65.08 FEET TO THE POINT OF BEGINNING.

Part of Parcel ID No. 33-12-300-053

PARCEL 8

BEGINNING AT A POINT NORTH 00°07'57" EAST ALONG THE SECTION LINE 1626.45 FEET AND EAST 1543.79 FEET FROM THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, RUNNING; THENCE SOUTH 45°25'34" EAST 170.67 FEET; THENCE SOUTH 58°45'09" WEST 102.59 FEET TO A POINT OF CURVATURE OF 420.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 158.05 FEET ALONG SAID ARC THROUGH A CENTRAL ANGLE OF 21°33'39"; THENCE NORTH 11°03'48" WEST 140.19 FEET; THENCE NORTH 37°58'19" EAST 178.36 FEET; TO THE POINT OF BEGINNING.

PARCEL 9

BEGINNING AT A POINT WHICH IS NORTH 89 DEG. 32'53" EAST ALONG THE SECTION LINE 902.40 FEET FROM THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89 DEG. 32'53" EAST 453.29 FEET TO THE WEST SIDE OF THE JORDAN CANAL; THENCE ALONG SAID WEST SIDE OF THE JORDAN CANAL THE FOLLOWING 12 (TWELVE) COURSES: SOUTH 38 DEG. 01'57" EAST 93.09 FEET; SOUTH 35 DEG. 56'32" EAST 195.82 FEET; SOUTH 44 DEG. 03'00" EAST 134.46 FEET; SOUTH 47 DEG. 47'33" EAST 60.46 FEET TO THE POINT OF NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 173.45 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 33 DEG. 55'53" EAST) CENTER BEARS SOUTH 39 DEG. 53'33" WEST), THROUGH A CENTRAL ANGLE OF 32 DEG. 21'08", A DISTANCE OF 97.94 FEET; SOUTH 17 DEG. 45'19" EAST 117.02 FEET; SOUTH 09 DEG. 01'33" EAST 117.94 FEET; SOUTH 10 DEG. 29'22" WEST 148.11 FEET; SOUTH 06 DEG. 12'20" WEST 96.75 FEET; SOUTH 22 DEG. 11'09" WEST 124.32 FEET; THENCE SOUTH 36 DEG. 22'30" WEST 198.75 FEET TO THE POINT OF NON-TANGENT CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 216.70 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 57 DEG. 30'43" EAST), THROUGH A CENTRAL ANGLE OF 14 DEG. 54'24", A DISTANCE OF 56.38 FEET; THENCE LEAVING SAID WEST SIDE OF THE JORDAN CANAL, NORTH 72 DEG. 25'06" WEST 203.90 FEET; THENCE NORTH 66 DEG. 14'53" WEST 144.10 FEET; THENCE SOUTH 23 DEG. 45'07" WEST 3.78 FEET; THENCE NORTH 66 DEG. 14'53" WEST 36.00 FEET; THENCE SOUTH 23 DEG. 45'07" WEST 87.86 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF 536.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22 DEG. 23'53", A DISTANCE OF 209.53 FEET; THENCE SOUTH 88 DEG. 08'43" WEST 221.22 FEET TO THE POINT OF NON-TANGENT CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A 204.15 FOOT RADIUS CURVE TO THE LEFT (CENTER OF BEARS NORTH 73 DEG. 23'23" WEST), THROUGH A CENTRAL ANGLE OF 86 DEG. 45'42", A DISTANCE OF 309.14 FEET; THENCE NORTH 23 DEG. 45'07" EAST 108.91 FEET TO THE POINT OF NON-TANGENT CURVE; THENCE WESTERLY ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 20 DEG. 25'47" WEST), THROUGH A CENTRAL ANGLE OF 21 DEG. 45'19", A DISTANCE OF 113.91 FEET; THENCE NORTH 01 DEG. 19'32" WEST 70.00 FEET; THENCE NORTH 00 DEG. 43'28" WEST 57.59 FEET TO THE POINT OF NON-TANGENT CURVE; THENCE WESTERLY ALONG THE ARC OF A 231.32 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 07 DEG. 23'56" WEST), THROUGH A CENTRAL ANGLE OF 32 DEG. 35'28", A DISTANCE OF 131.58 FEET; THENCE NORTH 22 DEG. 39'17" WEST 23.83 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF 70.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 44 DEG. 10'13", A DISTANCE OF 53.96 FEET; THENCE NORTH 64 DEG. 42'13" WEST 152.88 FEET TO THE EASTERLY RIGHT

OF WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 25 DEG. 15'12" EAST 268.88 FEET TO THE POINT OF A NON-TANGENT CURVE; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE, NORTHEASTERLY ALONG THE ARC OF A 205.54 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 63 DEG. 53'00" EAST), THROUGH A CENTRAL ANGLE OF 64 DEG. 59'29", A DISTANCE OF 233.15 FEET; THENCE SOUTH 87 DEG. 52'28" EAST 169.97 FEET; THENCE NORTH 02 DEG. 07'32" EAST 433.77 FEET TO THE POINT OF BEGINNING.

Parcel ID No. 33-14-100-002

PARCEL 10

BEGINNING AT A POINT NORTH 00°07'57" EAST ALONG THE SECTION LINE 1552.17 FEET AND EAST 336.88 FEET FROM THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, RUNNING; THENCE NORTH 34°04'55" EAST 504.68 FEET TO THE POINT CURVATURE OF A 510 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY 152.72 FEET ALONG THE ARC OF SAID 510.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 17°09'27" TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 51°14'22" EAST 360.27 FEET; THENCE SOUTH 42°12'24" FEET EAST 245.36 FEET; THENCE SOUTH 49°59'58" WEST 72.53 FEET; THENCE SOUTH 46°57'12" EAST 620.82 FEET; THENCE SOUTH 37°58'19" WEST 215.18 FEET; THENCE SOUTH 11°03'48" EAST 140.19 FEET; THENCE SOUTH 37°11'30" WEST 579.93 FEET TO THE POINT OF CURVATURE OF A 1675.23 FOOT RADIUS CURVE TO THE LEFT; THENCE 132.53 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°31'58"; THENCE NORTH 58°01'52" WEST 205.64 FEET; THENCE SOUTH 31°17'33" WEST 70.00 FEET; THENCE NORTH 62°19'41" WEST 60.08 FEET TO THE POINT OF CURVATURE OF A 138.56 FOOT RADIUS CURVE TO THE RIGHT; THENCE 42.76 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°40'53"; THENCE NORTH 46°17'29" WEST 515.74 FEET TO THE POINT OF CURVATURE OF A 80.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY 12.47 FEET ALONG THE ARC OF SAID 80.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 08°55'43"; THENCE NORTH 55°13'12" WEST 3.85 FEET; THENCE NORTH 35°28'23" EAST 240.87 FEET; THENCE NORTH 54°31'37" WEST 188.88 FEET TO THE BEGINNING.

Parcel ID No. 33-12-300-052

PARCEL 11

BEGINNING AT A POINT SOUTH 2825.49 FEET (2814.00 FEET DEED) AND WEST 4497.00 FEET (4497 FEET DEED) FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID

POINT ALSO BEING THE NORTHEAST CORNER OF THE BAR-ES LIMITED & ELSIE O. BARLOW PROPERTY, SAID POINT ALSO BEING NORTH 89°32'53" EAST 781.45 FEET, SOUTH 25°05'57" WEST 3030.09 FEET AND SOUTH 87°21'07" EAST 1241.18 FEET FROM THE NORTHWEST CORNER OF SECTION 14; TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, RUNNING; THENCE NORTH 00°18'53" EAST 946.00 FEET; THENCE SOUTH 88°36'07" EAST 965.81 FEET TO A POINT 2 RODS WEST FROM THE CENTER OF THE EAST JORDAN CANAL; THENCE FOLLOWING THE WEST LINE OF THE EAST JORDAN CANAL AT A POINT 2 RODS WEST FROM CENTER THE FOLLOWING 16 COURSES: (1) SOUTH 21°49'50" EAST 118.14 FEET (2) SOUTH 05°48'10" EAST 120.55 FEET; (3) SOUTH 09°02'14" EAST 153.77 FEET; (4) SOUTH 15°02'57" WEST 155.32 FEET TO A POINT ON A CURVE TO THE RIGHT; (5) SOUTHWESTERLY 53.67 FEET ALONG THE ARC OF A 89.85 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34°13'31" (CHORD BEARS SOUTH 32°09'42" WEST 52.87 FEET); (6) SOUTH 56°04'37" WEST 142.31 FEET TO A POINT ON A CURVE TO THE LEFT; (7) SOUTHWESTERLY 125.03 FEET ALONG THE ARC OF A 421.92-FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 16°58'44" (CHORD BEARS SOUTH 47°35'15" WEST 124.57 FEET) TO A POINT ON A COMPOUND CURVE TO THE LEFT; (8) SOUTHWESTERLY 146.20 FEET ALONG THE ARC OF A 116.16-FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 72°06'40" (CHORD BEARS SOUTH 03°02'33" WEST 136.74 FEET); (9) SOUTH 29°02'26" EAST 115.52 FEET TO A POINT ON A CURVE TO THE RIGHT; (9) SOUTHEASTERLY 27.26 FEET ALONG THE ARC OF A 30.34-FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 51°28'19" (CHORD BEARS SOUTH 03°18'17" EAST 26.35 FEET); (10) SOUTH 38°04'12" WEST 125.83 FEET; (11) SOUTH 20°31'51" WEST 190.54 FEET TO A POINT ON A CURVE TO THE RIGHT; (12) SOUTHWESTERLY 118.52 FEET ALONG THE ARC OF A 100.63-FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 67°28'49" (CHORD BEARS SOUTH 54°16'16" WEST 111.78 FEET); (13) SOUTH 81°44'36" WEST 164.81 FEET; (14) SOUTH 88°26'43" WEST 165.42 FEET; (15) SOUTH 68°08'27" WEST 111.06 FEET; (16) SOUTH 45°35'46" WEST 225.50 FEET TO A POINT ON THE EAST LINE OF THE BAR-ES LIMITED & ELSIE O. BARLOW PROPERTY; THENCE NORTH 00°18'53" EAST 649.76 FEET TO THE POINT OF BEGINNING.

Parcel ID No. 33-14-100-003

PARCEL 12

A PARCEL OF LAND LYING AND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BLUFFDALE CITY, SALT LAKE COUNTY, UTAH. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 00°08'07" EAST 2632.68 FEET (MEASURED) BETWEEN THE SALT LAKE COUNTY BRASS CAP MONUMENTS MONUMENTALIZING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID

SECTION 12. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12 THENCE NORTH 00°08'07" EAST 2406.38 FEET COINCIDENT WITH THE WEST LINE OF SAID SOUTHWEST QUARTER SECTION; THENCE NORTH 90°00'00" EAST 1124.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 51°14'33" EAST 133.49 FEET; THENCE NORTHEASTERLY 332.10 FEET ALONG THE ARC OF A 492.13 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 38°45'27" WEST) THROUGH A CENTRAL ANGLE OF 38°39'52", THENCE SOUTH 89°55'52" EAST 462.35 FEET; THENCE SOUTH 00°04'08" EAST 192.20 FEET; THENCE NORTH 89°55'52" WEST 873.58 FEET TO POB.

CONTAINS 3.25195 ACRES MORE OR LESS.

Parcel ID Nos. 33-12-300-055, 33-12-300-056

LESS AND EXCEPTING:

LAND SITUATED IN SALT LAKE COUNTY, STATE OF UTAH, and more particularly described as follows:

Commencing at the Southwest Corner of said Section 12 thence North 00°08'07" East 2406.38 feet coincident with the west line of said Southwest Quarter Section; thence North 90°00'00" East 1124.85 feet to the TRUE POINT OF BEGINNING;
Thence North 51°14'33" East 133.49 feet;
Thence Northeasterly 332.10 feet along the arc of a 492.13 foot radius curve to the right (center bears North 38°45'27" West) through a central angle of 38°39'52",
Thence South 89°55'52" East 462.35 feet;
Thence South 00°04'08" East 192.20 feet;
Thence North 89°55'52" West 873.58 feet to POB.

ND: 4843-5005-4659, v. 1