

WHEN RECORDED RETURN TO:

Kirton McConkie
Attn: Loyal Hulme
50 East South Temple
Salt Lake City, Utah 84111

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01/15/2013 03:45 PM \$52.00
Book - 10098 Pg - 398-414
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: TMW, DEPUTY - WI 17 P.

DECLARATION OF COVENANTS AND EASEMENTS RUNNING WITH THE LAND

THIS DECLARATION OF COVENANTS AND EASEMENTS RUNNING WITH THE LAND ("Declaration") is entered into as of the 14th day of January, 2013, by ACLAIME – BLUFFDALE, LLC, a Utah limited liability company ("Declarant"). For purposes of this Declaration, the term "Declarant" includes its affiliates, successors, and assigns.

1. The Real Property. Declarant is the owner of certain property located in the City of Bluffdale, Salt Lake County, State of Utah, more particularly described as Attachment A attached hereto and incorporated herein (the "Real Property").

2. Covenants Affecting Land. Declarant hereby covenants and agrees to the following covenants (the "Covenants") and intends that these and all other covenants, rights, and grants contained in this Declaration shall run with the land and burden the Real Property together with any additional real property that is subject to the Development Agreement (defined below) that is hereafter acquired by Declarant, or its affiliates (including any entity or person controlled by or affiliated with the same individuals who control Declarant) (each, an "Affiliate") or successors in interest (collectively, the "Affected Land"), which covenants, grants and rights shall run in favor of and benefit the real property more particularly described on Attachment B attached hereto and incorporated herein by this reference (the "Bluff Parcel"):

a. With regard only to the Bluff Parcel, Declarant will not amend the Development Agreement between Bluffdale City and Artemis Investments dated December 11, 2007, together with all exhibits and attachments, as originally recorded July 2, 2008, in the official records of Salt Lake County as Entry No. 10470370 in Book 9623 beginning at Page 8016, as in existence as of the date of this Declaration (as amended, the "Development Agreement") or take any action which:

- (i) deprives the Bluff Parcel of the benefit of the open space and density benefits of Section 5(c) and (d) and Exhibits D and E of the Development Agreement, including without limitation, any action in reducing or redistributing open space on the Real Property or the Affected Land, to the extent that doing so could result in the reduction of the density of the Bluff Parcel below the currently allowable 130 lots/dwelling units allocated to it (the "Bluff Density");
- (ii) increases the active or passive open space required on the Bluff Parcel to more than .76 acres;
- (iii) results in the alteration of the minimum lot size applicable to the Bluff Parcel; or (iv) shall impose any minimum square footage requirement for vertical improvements on the Bluff Parcel;

b. Declarant and the owner of the Bluff Parcel covenant and agree:

(i) that Declarant shall have the right at its/their sole discretion to make alterations to the design and layout of such roadways and utilities set forth in the Phasing Map, Project Plan, Street Plan and Development Agreement for the Independence at Bluffdale Master Planned Community so long as: (a) the locations of the connections of all roadways and utilities to the Bluff Parcel shall not be altered, except with the prior consent of the owner of the Bluff Parcel, and (b) the construction and maintenance of the roadways and utilities constructed are designed with sufficient capacity to facilitate the efficient and full development of the Bluff Parcel as a 130 lot subdivision, the Real Property, and the Affected Land; (ii) subject to Section 5 below, that Declarant or any party acquiring any portion of the Real Property and/or the Affected Land shall construct such roadways and utilities one (1) foot within the boundaries of the Bluff Parcel property line and will allow the owner of the Bluff Parcel to connect to such roadways and utilities free of charge to the owner of the Bluff Parcel by Declarant and such Affiliates or successor (other than connection and/or other fees imposed by a municipality or other public service provider, none of which will inure to Declarant's benefit); (iii) that Declarant shall not enter into any agreement with Bluffdale City or other service provider that will require the owner of the Bluff Parcel to pay fees or other charges (this provision does not apply to impact fees or other City fees), any portion of which will inure, directly or indirectly, to the benefit of Declarant or any of its Affiliates or successors in interest; (iv) that except with respect to the Real Property, no new design guidelines, as set forth in the Development Agreement, will be created or adopted (nor will the existing design guidelines be amended) with respect to the Bluff Parcel by Declarant without consent of the owner of the Bluff Parcel, and Declarant acknowledges that the Independence Design Review Committee shall approve any application for development within the Bluff Parcel that complies with the standards within such design guidelines existing on the date of recording of the Development Agreement; (v) that Declarant shall provide reasonable cooperation to the owner of the Bluff Parcel for development of the Bluff Parcel to include, without limitation, the following (in all cases without expense to Declarant, or its successors, assigns or Affiliates, and without specified time deadlines beyond commercially reasonable cooperation): (a) supporting the prevention of the closure of 1300 West as a primary or secondary access for the Bluff Parcel until the Bluff Parcel has been fully developed to include the delivery of permanent primary and secondary access/egress; (b) land use approvals, extensions of roads, extensions of utilities, as needed, the swapping or other reasonable adjustments in respect of the realignment of the boundaries of shared lots or roadways which extend across property lines or boundary line agreements, and the like, all consistent with the Development Agreement and this Declaration; and (c) supporting the owner of the Bluff Parcel at no cost to Declarant in pursuing any changes to the Development Agreement or design guidelines that affect only the Bluff Parcel so long as such changes do not negatively impact other Affected Land; and (vi) Declarant shall not make the Access Roads (defined below) or alignments, easements, utilities and connections contemplated herein unsuitable for the purpose of fully and adequately developing and using the Bluff Parcel, as described in the Development Agreement and this Declaration, without providing the owner of the Bluff Parcel with equally suitable roads, alignments, easements, utilities and connections in order to accomplish the full development and use of the Bluff Parcel as contemplated herein.

c. Notwithstanding the terms and provisions of this Section 2, when the parties' finally agree upon (1) the location of the Easements set forth in Section 3 below (in accordance with the terms of this Declaration), and (2) the location of the open space described in Section 2.a.(i) above, the land affected by the covenants set forth in this Section 2 shall be reduced to only include that portion of the Affected Land in and around such Easement Areas and open space areas as more fully shown on a

depiction to be promptly agreed upon and completed by the parties. Upon completion of such depiction, the parties hereby agree to amend this Declaration to effectuate the intent of this Section 2.c.

3. Easements and Related Covenants Affecting Easements. Subject and in accordance with Section 4 and the other applicable provisions of this Declaration, Declarant hereby covenants to grant to the owner of the Bluff Parcel, at no cost to the owner of the Bluff Parcel, the following recordable easements across those areas of the Real Property and/or Affected Land later purchased by Declarant (together, the "Easements") the exact locations of which Easements shall be approximately consistent with (A) the terms, general depictions, plans, and designs of the Development Agreement (including without limitation, all roadways, connection points, and accesses to the Bluff Parcel shown therein), (B) the terms and provisions of this Declaration, and (C) the requirements of governmental, quasi-governmental or utility officials for approvals for the Bluff Parcel or to provide service to the Bluff Parcel, or as may be otherwise agreed upon by Declarant and the owner of the Bluff Parcel, all of which easements shall run with the land, and provided that in all events such Easements may be later reasonably adjusted by Declarant as may be necessary for Declarant's development provided no such adjustment shall move any of the Easements more than 250 feet in any direction without the mutual consent of both Declarant and the Bluff Parcel Owner:

a. an easement as is reasonably necessary for the following: (i) publicly dedicated eighty (80) foot wide (or larger if required by the City) primary and secondary access (size to be determined by the City) and egress together with all necessary utilities and easements to fully develop and utilize the Bluff Parcel (the "Access Roads"), and (ii) temporary construction easements for any and all improvements on portions of the Real Property and/or Affected Land as may be modified pursuant hereto and later acquired by Declarant, including the construction of any and all public utilities or roadways for the Bluff Parcel, as described more fully in this Declaration, which temporary construction easements shall be twenty (20) feet in width and will be constructed parallel to and on either or both sides of the Access Roads, but shall be terminated upon the acceptance of the Access Roads by the City;

b. an easement to use, maintain, utilize, construct and the right to tie into all of the roadways and utilities through, under and around the Access Roads, and/or any other reasonable locations, or as otherwise contemplated by the Development Agreement or this Declaration, all as may be necessary or desirable in order to fully develop and use the Bluff Parcel as contemplated herein (including without limitation sewer, water, secondary water, storm drain, detention or retention basins, natural gas, electric, phone, cable, etc.);

c. to the extent required by the governmental, quasi-governmental or utilities officials for approvals or to provide service, the owner of the Affected Land shall dedicate the permanent easements set forth herein as public utilities or roadways on the request of the owner of the Bluff Parcel.

4. Right to Construct; Additional Covenants. Subject to Section 5 below, Declarant has the right to construct the Access Roads (and all applicable utilities described in Section 3 above) at any time. In the event that Declarant has not constructed the Access Roads (and all applicable utilities described in Section 3 above) at the time the owner of the Bluff Parcel desires or intends to develop all or any portion of the Bluff Parcel, then the owner of the Bluff Parcel shall have the right (but not the obligation) to construct the Access Roads (and all applicable utilities described in Section 3 above) in the location and consistent with the requirements of the existing Development Agreement (as may be modified pursuant hereto or hereafter in conjunction with any amendments to the Development Agreement provided the owner of the Bluff Parcel consents in writing to such modifications), on the Affected Land, which road

configuration may be reasonably modified by Declarant consistent with the terms of this Declaration or pursuant to the requirements of governmental, quasi-governmental or utilities officials for approvals or to provide service, in which event Declarant shall pay its pro-rata share of the costs of construction of such improvements on the date Declarant connects into such roadways or utilities or otherwise begins to utilize same. In all events, Declarant shall reasonably cooperate with the Bluff Parcel owner in connection with the public dedication of any of the roadways and/or utilities described herein.

5. Offsite Elements/Pioneering Agreement.

a. Notwithstanding anything to the contrary herein, including without limitation the agreements set forth in Sections 2, 3 and 4 above, each of Declarant or any party acquiring any portion of the Real Property and/or the Affected Property and the owner of the Bluff Parcel shall be solely responsible for all improvement costs, including without limitation, costs of roadways and utilities to the extent located on their respective properties ("Onsite Costs").

b. With regard to all other offsite improvement costs, Declarant or any party acquiring any portion of the Real Property or Affected Property, shall be responsible for or responsible to recover from third-parties, all said costs, except the Offsite Costs (defined below). Therefore, prior to initiating construction of any Offsite Improvements (defined below), the owner of the Bluff Parcel and Declarant (or any party acquiring any portion of the Real Property and/or the Affected Property) shall negotiate in good faith the terms of a pioneering agreement or other similar cost-reimbursement agreement where such parties shall agree to apportion the cost of such Offsite Improvements pro rata between the parties (and other benefited parties) based on the number of units approved for development on each respective parcel that shall benefit from such improvements, which the parties currently agree is estimated to be not less than 877 total units with respect to all sewer and storm drain related Offsite Improvements and estimated at 2,177 total units with respect to all Offsite Improvements related to 1000 West. The costs to be allocated shall relate solely to improvement costs and not to the real property upon which the improvements will be constructed.

c. For purposes hereof, the term "Offsite Improvements" means the following, but only to the extent any such elements are not located on the Real Property owned by Declarant or the Bluff Parcel, but are necessary for the development of and inures to the benefit of both Declarant or a subsequent owner of the Real Property or the Affected Land and the owner of the Bluff Parcel:

(i) sewer lines and related elements necessary for the sewer to function,

(ii) storm drains, and

(iii) the 1000 West roadway (not the real property beneath the road), but only to the extent it abuts the property described on Attachment C hereto ("1000 West"), However, if Declarant or any subsequent owner of the Real Property develops lots that front 1000 West on only one side, only one half of 1000 West costs shall be deemed to be an Offsite Improvement (and Declarant or a subsequent owner shall be responsible for all costs associated with the other half thereof) and if Declarant or any subsequent owner of the Real Property develops lots that front 1000 West on both sides, then 1000 West shall not be deemed to be an Offsite Improvement for purposes hereof.

6. Mutual Cooperation. Declarant and the owner of the Bluff Parcel agree to act in good faith and to mutually cooperate to facilitate the development of both the Affected Land and the Bluff

Parcel. However, if the dispute or disagreement between the parties continues for longer than ninety (90) days, the owner of the Bluff Parcel shall have the right to exercise its legal rights to seek specific performance of the Declarant for any rights described in this Declaration. The prevailing party in any dispute shall have the right to recover its attorneys' fees.

7. Development Strategies. At any time or from time to time the owner of the Bluff Parcel shall have the right to request from Declarant and promptly receive Declarant's strategies and plans, in writing, for the development of the Affected Land which shall include estimated time tables for development and improvements of same.

8. Open Space Acreage. The .76 acres of passive and active open space within the Bluff Parcel shall be used for the purpose of satisfying any City or other requirements necessary to the development and use of the Bluff Parcel as contemplated herein to the extent that the City deems it to be necessary, and such acreage shall not be used to satisfy any other requirements and shall be dedicated as passive and/or active open space for the benefit of the Bluff Parcel free and clear of all encumbrances when such dedication is required of the owner of the Bluff Parcel by the City and in accordance with the City's requirements, and this Declaration shall be recorded immediately upon the execution hereof.

9. Term. The "Term" of the covenants commences on recording hereof and shall be perpetual.

10. Successors. Except as otherwise specifically stated herein, the rights and obligations created in this Declaration shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees and permitted assigns of the owner of the Bluff Parcel and Declarant and the respective restrictions, covenants and obligations described herein shall run with the land, and the applicable properties described herein shall hereafter be conveyed subject to the covenants, easements and obligations contained herein.

10. Recording and Further Assurances. Declarant and the owner of the Bluff Parcel shall (i) furnish upon reasonable request such further information; (ii) execute, deliver and record as applicable such other documents; and (iii) grant such easements and do such other acts and things as any other party hereto may reasonably request for the purpose of carrying out the purposes and intent of this Declaration. This Declaration shall be recorded immediately upon execution against all of the real property owned or controlled by Declarant or any Affiliate or successor thereof, and if in the future Declarant acquires additional real property covered by or related to the Development Agreement, then this Declaration shall also be recorded against and burden and run with such property at the time of acquisition.

11. Additional Easements and Rights. This Declaration and all rights granted to the parties herein shall be in addition to, and not in lieu of, all rights granted to the parties (or the affiliates and/or successors of such parties) as set forth in that certain Cross Easement Agreement, dated April 23, 2012, and recorded in the Salt Lake County Recorder's office as Entry No.: 11386905, in Book 10015, beginning at Page 6599.

[signatures on the following page]

IN WITNESS WHEREOF, this Declaration of Covenants and Easements Running with the Land is executed as of the date first above written.

OWNER OF BLUFF PARCEL:

THE BLUFF AT INDEPENDENCE, LLC,
a Utah limited liability company

By: Robert Thoy
Its: Manager


DECLARANT:

ACLAIME-BLUFFDALE, LLC,
a Utah limited liability company

By: ACLAIME DYNAMICS, LLC,
a Utah limited liability company,
Manager of Aclaime-Bluffdale, LLC

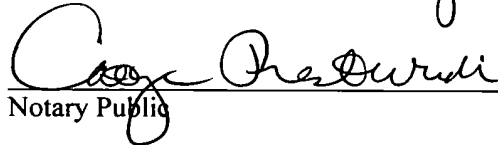
By: THE ACLAIME GROUP LLC,
a Utah limited liability company,
Manager of Aclaime Dynamics, LLC

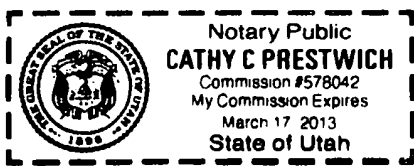
By: THE ACLAIME GROUP MANAGEMENT LLC,
a Utah limited liability company,
Sole Member of The Aclaime Group LLC

By: 
JUSTIN LUETTGERODT,
Sole Member of The Aclaime Group
Management LLC

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

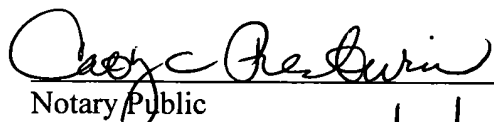
On the 14th day of January, 2013, personally appeared before me Ronald Thorne, who being by me duly sworn did say that he/she is a Manager of Bluff at Independence and that the within and foregoing instrument was signed on behalf of said company by authority of its CONSENT of manager.

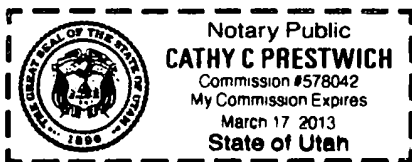

Notary Public



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

On this 14th day of January, 2013, personally appeared before me Justin Luetgerodt, the Sole Member of The Aclaime Group Management LLC, a Utah limited liability company, which entity is the Sole Member of The Aclaime Group LLC, a Utah limited liability company, which entity is the Manager of Aclaime Dynamics, LLC, a Utah limited liability company, which entity is the Manager of Aclaime-Bluffdale, LLC, a Utah limited liability company, known to me to be the signer that executed the within instrument and acknowledged to me that he executed the same for and in behalf of said Aclaime-Bluffdale, LLC.


Notary Public
My commission expires: 03/17/2013



Attachment A

Legal Description of Real Property

REAL PROPERTY LOCATED IN SALT LAKE COUNTY, STATE OF UTAH, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 3:

A PARCEL OF LAND LYING AND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 12, THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13 AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BLUFFDALE CITY, SALT LAKE COUNTY, UTAH.

COMPRISING 40.73 ACRES, 1,774,032 SQ. FT. OF THE FOLLOWING FOUR (4) PARCELS OF LAND, 27.43 ACRES OF PARCEL 33-12-300-062 DESCRIBED IN THAT CERTAIN CORRECTION SPECIAL WARRANTY DEED RECORDED AS ENTRY 10552732, IN BOOK 9655, AT PAGE 4786 OF THE SALT LAKE COUNTY RECORDS, 203 SQUARE FEET OF PARCEL 33-12-300-061 DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AS ENTRY 10552733, IN BOOK 9655, AT PAGE 4791 OF SAID RECORDS, 4.11 ACRES OF PARCEL 33-12-300-057 DESCRIBED IN THAT CERTAIN CORRECTION SPECIAL WARRANTY DEED RECORDED AS ENTRY 10552731, IN BOOK 9655, AT PAGE 4781 OF SAID RECORDS, AND 9.19 ACRES OF PARCEL 33-12-300-058 RECORDED AS ENTRY 10552730, IN BOOK 9655, AT PAGE 4777 OF SAID RECORDS. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 00° 08' 07" EAST 2632.68 FEET (MEASURED) COINCIDENT WITH 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 1204.92 FEET COINCIDENT WITH SAID WEST QUARTER SECTION LINE TO A NUMBER 5 REBAR AND PLASTIC CAP STAMPED PLS 356548 AND THE TRUE POINT OF BEGINNING; THENCE NORTH 00° 08' 07" EAST 405.28 FEET COINCIDENT WITH SAID QUARTER SECTION LINE TO A POINT ON THE CENTER LINE OF THE SOUTH JORDAN CANAL; THENCE THE FOLLOWING THREE (3) COURSES COINCIDENT WITH THE CENTER LINE OF SAID CANAL

- 1) NORTH 80° 55' 16" EAST 116.91 FEET TO A POINT OF CURVATURE;
- 2) NORTHEASTERLY 188.74 FEET ALONG THE ARC OF A 230.87 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 09° 04' 44" WEST) THROUGH A CENTRAL ANGLE OF 46° 50' 21" TO A POINT OF TANGENCY;
- 3) NORTH 34° 04' 55" EAST 397.03 FEET; THENCE SOUTH 56° 52' 06" EAST 63.09 FEET; THENCE SOUTH 49° 52' 47" EAST 121.47 FEET TO A POINT ON THE ARC OF A 330.00 FOOT RADIUS CURVE; THENCE EASTERLY 294.23 FEET ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 52° 05' 05" EAST) THROUGH A CENTRAL ANGLE OF 51° 05' 04" TO A POINT OF TANGENCY; THENCE NORTH 88° 59' 59" EAST 65.99 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 55.23 FEET ALONG THE ARC OF A 398.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 01° 00' 01" WEST) THROUGH A CENTRAL ANGLE OF 07° 57' 03"; THENCE SOUTH 47° 24' 53" EAST 578.89 FEET; THENCE NORTH 57° 06' 17" EAST 188.02 FEET; THENCE NORTH 52° 58'

41" EAST 76.48 FEET; THENCE NORTH 71° 11' 56" EAST 157.56 FEET; THENCE SOUTH 27° 15' 28" EAST 75.55 FEET; THENCE NORTH 42° 48' 13" EAST 230.94 FEET; THENCE SOUTH 00° 04' 08" WEST 274.12 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE DRAPER IRRIGATION CANAL AS LOCATED ON THE GROUND BY MCNEIL ENGINEERING AND DEPICTED ON THAT CERTAIN RECORD OF SURVEY FILED WITH THE SALT LAKE COUNTY SURVEYOR AS FILE NUMBER S1997-08-0594; THENCE THE FOLLOWING SEVEN (7) COURSES COINCIDENT WITH SAID CANAL RIGHT OF WAY,

1) SOUTH 58° 27' 59" WEST (SOUTH 58° 27' 54" WEST PER SAID ROS) 477.16 FEET TO A POINT OF CURVATURE;

2) SOUTHERLY 197.72 FEET ALONG THE ARC OF A 533.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 31° 32' 01" EAST) THROUGH A CENTRAL ANGLE OF 21° 15' 15" TO A POINT OF TANGENCY;

3) SOUTH 37° 12' 44" WEST (SOUTH 37° 12' 39" WEST PER SAID ROS) 661.29 FEET;

4) SOUTH 29° 29' 26" WEST (SOUTH 29° 29' 21" WEST PER SAID ROS) 448.17 FEET;

5) SOUTH 20° 59' 08" WEST (SOUTH 20° 59' 03" WEST PER SAID ROS) 432.80 FEET;

6) SOUTH 27° 35' 54" WEST (SOUTH 27° 35' 49" WEST PER SAID ROS) 108.23 FEET;

7) SOUTH 34° 57' 14" WEST (SOUTH 34° 57' 09" WEST PER SAID ROS) 639.45 FEET;

THENCE NORTH 52° 08' 00" WEST 307.76 FEET; THENCE NORTH 62° 10' 55" WEST 88.46 FEET TO A POINT ON THE ARC OF A 550.40 FOOT RADIUS CURVE; THENCE NORTHERLY 267.78 FEET ALONG THE ARC OF SAID 550.40 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 62° 31' 09" WEST) THROUGH A CENTRAL ANGLE OF 27° 52' 31" TO A POINT OF TANGENCY; THENCE NORTH 00° 07' 52" EAST 122.60 FEET TO THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89° 39' 39" EAST 399.96 FEET COINCIDENT WITH THE NORTH LINE OF SAID SECTION 13 TO A POINT ON THE ARC OF A 6156.00 FOOT RADIUS CURVE AND A NUMBER 5 REBAR AND PLASTIC CAP STAMPED PLS 356548; THENCE NORTHEASTERLY 1080.30 FEET ALONG THE ARC OF SAID 6156.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 70° 34' 07" EAST) THROUGH A CENTRAL ANGLE OF 10° 03' 17" TO A POINT OF COMPOUND CURVATURE AND A NUMBER 5 REBAR AND PLASTIC CAP STAMPED PLS 356548; THENCE NORTHEASTERLY 285.82 FEET ALONG THE ARC OF A 1185.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 60° 30' 50" EAST) THROUGH A CENTRAL ANGLE OF 13° 49' 10" TO A NUMBER 5 REBAR AND PLASTIC CAP STAMPED PLS 356548; THENCE SOUTH 89° 45' 20" WEST 1013.01 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY ROADWAYS OR STREETS DEDICATED ON (I) THAT CERTAIN PLAT RECORDED WITH THE SALT LAKE COUNTY RECORDER'S OFFICE ON MAY 12, 2011 AS ENTRY NO. 11181330 IN BOOK 22011P AT PAGE 59 OF OFFICIAL RECORDS AND (II) THAT CERTAIN PLAT RECORDED WITH THE SALT LAKE COUNTY RECORDER'S OFFICE ON MAY 12, 2011 AS ENTRY NO. 11181331 IN BOOK 2011P AT PAGE 60 OF OFFICIAL RECORDS.

PARCEL 4:

A PARCEL OF LAND LYING AND SITUATE IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BLUFFDALE CITY, SALT LAKE COUNTY, UTAH. COMPRISING 20.00 ACRES, 871,169 SQ. FT. OF THE FOLLOWING FOUR (4) PARCELS OF LAND, 1.39 ACRES OF PARCEL 33-12-300-059 DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AS ENTRY 10586746, IN BOOK 9668, AT PAGE 4506 OF THE SALT LAKE COUNTY RECORDS, 3.25 ACRES OF PARCEL 33- 12-300-060 DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY

DEED RECORDED AS ENTRY 10586754, IN BOOK 9668, AT PAGE 4555 OF SAID RECORDS, 13.30 ACRES OF PARCEL 33-12-300-061 DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AS ENTRY 10552733, IN BOOK 9655, AT PAGE 4791, AND 2.07 ACRES OF PARCEL 33-12-300-062 DESCRIBED IN THAT CERTAIN CORRECTIVE SPECIAL WARRANTY DEED RECORDED AS ENTRY 10552732, IN BOOK 9655, AT PAGE 4786 OF SAID RECORDS. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 00° 08' 07" EAST 2632.68 FEET (MEASURED) COINCIDENT WITH 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 2057.23 FEET COINCIDENT WITH SAID WEST QUARTER SECTION LINE; THENCE SOUTH 89° 51' 53" EAST 491.67 FEET TO A POINT ON THE CENTER LINE OF THE SOUTH JORDAN CANAL AND THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING THREE (3) COURSES COINCIDENT WITH THE CENTER LINE OF SAID CANAL:

1) NORTHERLY 198.50 FEET ALONG THE ARC OF A 662.88 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 55° 55' 05" EAST) THROUGH A CENTRAL ANGLE OF 17° 09' 27" TO A POINT OF TANGENCY;

2) NORTH 51° 14' 22" EAST 470.29 FEET TO A POINT OF CURVATURE;

3) NORTHERLY 147.55 FEET ALONG THE ARC OF AN 806.39 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 38° 45' 38" WEST) THROUGH A CENTRAL ANGLE OF 10° 29' 02" TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 14600 SOUTH STREET; THENCE SOUTH 89° 55' 42" EAST 901.10 FEET COINCIDENT WITH SAID RIGHT OF WAY LINE; THENCE SOUTH 00° 04' 08" WEST 611.25 FEET; THENCE SOUTH 42° 48' 13" WEST 230.94 FEET; THENCE NORTH 27° 15' 28" WEST 75.55 FEET; THENCE SOUTH 71° 11' 56" WEST 157.56 FEET; THENCE SOUTH 52° 58' 41" WEST 76.48 FEET; THENCE SOUTH 57° 06' 17" WEST 188.02 FEET; THENCE NORTH 47° 24' 53" WEST 578.89 FEET TO A POINT ON THE ARC OF A 398.00 FOOT RADIUS CURVE; THENCE WESTERLY 55.23 FEET ALONG THE ARC OF SAID 398.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 08° 57' 04" WEST) THROUGH A CENTRAL ANGLE OF 07° 57' 03" TO A POINT OF TANGENCY; THENCE SOUTH 88° 59' 59" WEST 65.99 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 294.23 FEET ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 01° 00' 01" EAST) THROUGH A CENTRAL ANGLE OF 51° 05' 04"; THENCE NORTH 49° 52' 47" WEST 121.42 FEET; THENCE NORTH 56° 52' 06" WEST 63.13 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY ROADWAYS OR STREETS DEDICATED ON (I) THAT CERTAIN PLAT RECORDED WITH THE SALT LAKE COUNTY RECORDER'S OFFICE ON MAY 12, 2011 AS ENTRY NO. 11181330 IN BOOK 22011P AT PAGE 59 OF OFFICIAL RECORDS AND (II) THAT CERTAIN PLAT RECORDED WITH THE SALT LAKE COUNTY RECORDER'S OFFICE ON MAY 12, 2011 AS ENTRY NO. 11181331 IN BOOK 2011P AT PAGE 60 OF OFFICIAL RECORDS.

PARCEL 7:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89° 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° 30' 24" WEST 54.94 FEET; THENCE SOUTH 34° 56' 34" WEST 818.58 FEET; THENCE SOUTH 43° 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° 08'

07", CHORD BEARS SOUTH 29° 30' 22" WEST 210.053 FEET); THENCE SOUTH 15° 56' 18" WEST 179.43 FEET; THENCE NORTH 82° 50' 15" WEST 67.30 FEET; THENCE NORTH 11° 21' 20" EAST 1334.98 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM SAID PARCEL 7 THAT PORTION GRANTED TO ARTEMIS INVESTMENTS, LLC AS DISCLOSED IN LOT LINE ADJUSTMENT AND BOUNDARY LINE AGREEMENT RECORDED MARCH 09, 2011 AS ENTRY NO. 11147613 IN BOOK 9910 AT PAGES 5746-5756 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN RUNNING THENCE NORTH 00° 08' 07" EAST 1204.92 FEET COINCIDENT WITH SAID WEST QUARTER SECTION LINE TO A NUMBER 5 REBAR AND PLASTIC CAP STAMPED PLS 356548 AND THE TRUE POINT OF BEGINNING; THENCE NORTH 00° 08' 07" EAST 405.28 FEET COINCIDENT WITH SAID QUARTER SECTION LINE TO A POINT ON THE CENTER LINE OF THE SOUTH JORDAN CANAL; THENCE THE FOLLOWING THREE (3) COURSES COINCIDENT WITH THE CENTER LINE OF SAID CANAL

- 1) NORTH 80° 55' 16" EAST 116.91 FEET TO A POINT OF CURVATURE;
- 2) NORTHEASTERLY 188.74 FEET ALONG THE ARC OF A 230.87 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 09° 04' 44" WEST) THROUGH A CENTRAL ANGLE OF 46° 50' 21" TO A POINT OF TANGENCY;
- 3) NORTH 34° 04' 55" EAST 397.03 FEET;

THENCE SOUTH 56° 52' 06" EAST 63.09 FEET;
THENCE SOUTH 49° 52' 47" EAST 121.47 FEET TO A POINT ON THE ARC OF A 330.00 FOOT RADIUS CURVE;
THENCE EASTERLY 294.23 FEET ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 52° 05' 05" EAST) THROUGH A CENTRAL ANGLE OF 51° 05' 04" TO A POINT OF TANGENCY;
THENCE NORTH 88° 59' 59" EAST 65.99 FEET TO A POINT OF CURVATURE;
THENCE NORTHEASTERLY 55.23 FEET ALONG THE ARC OF A 398.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 01° 00' 01" WEST) THROUGH A CENTRAL ANGLE OF 07° 57' 03";
THENCE SOUTH 47° 24' 53" EAST 578.89 FEET;
THENCE NORTH 57° 06' 17" EAST 188.02 FEET;
THENCE NORTH 52° 58' 41" EAST 76.48 FEET;
THENCE NORTH 71° 11' 56" EAST 157.56 FEET;
THENCE SOUTH 27° 15' 28" EAST 75.55 FEET;
THENCE NORTH 42° 48' 13" EAST 230.94 FEET;
THENCE SOUTH 00° 04' 08" WEST 274.12 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE DRAPER IRRIGATION CANAL AS LOCATED ON THE GROUND BY MCNEIL ENGINEERING AND DEPICTED ON THAT CERTAIN RECORD OF SURVEY FILED WITH THE SALT LAKE COUNTY SURVEYOR AS FILE NUMBER S1997-08-0594;
THENCE THE FOLLOWING SEVEN (7) COURSES COINCIDENT WITH SAID CANAL RIGHT OF WAY,

- 1) SOUTH 58° 27' 59" WEST (SOUTH 58° 27' 54" WEST PER SAID ROS) 477.16 FEET TO A POINT OF CURVATURE;
- 2) SOUTHERLY 197.72 FEET ALONG THE ARC OF A 533.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 31° 32' 01" EAST) THROUGH A CENTRAL ANGLE OF 21° 15' 15" TO A POINT OF TANGENCY;
- 3) SOUTH 37° 12' 44" WEST (SOUTH 37° 12' 39" WEST PER SAID ROS) 661.29 FEET;
- 4) SOUTH 29° 29' 26" WEST (SOUTH 29° 29' 21" WEST PER SAID ROS) 448.17 FEET;
- 5) SOUTH 20° 59' 08" WEST (SOUTH 20° 59' 03" WEST PER SAID ROS) 432.80 FEET;

6) SOUTH 27° 35' 54" WEST (SOUTH 27° 35' 49" WEST PER SAID ROS) 108.23 FEET;
7) SOUTH 34° 57' 14" WEST (SOUTH 34° 57' 09" WEST PER SAID ROS) 639.45 FEET;
THENCE NORTH 52° 08' 00" WEST 307.76 FEET;
THENCE NORTH 62° 10' 55" WEST 88.46 FEET TO A POINT ON THE ARC OF A 550.40 FOOT RADIUS CURVE;
THENCE NORTHERLY 267.78 FEET ALONG THE ARC OF SAID 550.40 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 62° 31' 09" WEST) THROUGH A CENTRAL ANGLE OF 27° 52' 31" TO A POINT OF TANGENCY;
THENCE NORTH 00° 07' 52" EAST 122.60 FEET TO THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;
THENCE SOUTH 89° 39' 39" EAST 399.96 FEET COINCIDENT WITH THE NORTH LINE OF SAID SECTION 13 TO A POINT ON THE ARC OF A 6156.00 FOOT RADIUS CURVE AND A NUMBER 5 REBAR AND PLASTIC CAP STAMPED PLS 356548;
THENCE NORTHEASTERLY 1080.30 FEET ALONG THE ARC OF SAID 6156.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 70° 34' 07" EAST) THROUGH A CENTRAL ANGLE OF 10° 03' 17" TO A POINT OF COMPOUND CURVATURE AND A NUMBER 5 REBAR AND PLASTIC CAP STAMPED PLS 356548;
THENCE NORTHEASTERLY 285.82 FEET ALONG THE ARC OF A 1185.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 60° 30' 50" EAST) THROUGH A CENTRAL ANGLE OF 13° 49' 10" TO A NUMBER 5 REBAR AND PLASTIC CAP STAMPED PLS 356548;
THENCE SOUTH 89° 45' 20" WEST 1013.01 FEET TO THE POINT OF BEGINNING.

PARCEL 7A:

AN EXISTING RIGHT OF WAY ADJOINING THE WEST 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 10:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

LESS & EXCEPTING THEREFROM ANY PORTION OF SAID PROPERTY LYING WITHIN THE BOUNDS OF THE DENVER AND RIO GRANDE RAILROAD RIGHT-OF-WAY;

ALSO LESS AND EXCEPTING THEREFROM THAT CERTAIN TRACT OF LAND CONVEYED TO UTAH POWER AND LIGHT COMPANY, A CORPORATION, BY WARRANTY DEED RECORDED JULY 21, 1977 AS ENTRY NO. 2972534 IN BOOK 4521 AT PAGE 260 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE GRANTOR'S LAND WHICH POINT IS THE SOUTH ONE QUARTER CORNER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE WEST 1274.8 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID LAND TO THE SOUTHWEST CORNER OF SAID LAND, THENCE NORTH 208.1 FEET ALONG THE WEST BOUNDARY OF SAID LAND, THENCE SOUTH 84°25'28" EAST 188.44 FEET AND NORTH 89°49' EAST 1083.1 FEET TO THE EAST BOUNDARY FENCE OF SAID LAND, THENCE SOUTH 1°17' EAST 184 FEET ALONG SAID EAST BOUNDARY FENCE TO THE POINT OF BEGINNING.

AND ALSO LESS AND EXCEPTING THEREFROM THE FOLLOWING TRACT OF LAND:

BEGINNING SOUTH 1320 FEET MORE OR LESS TO THE FORTY ACRE LINE, AND WEST 39.71 FEET FROM THE CENTER OF SAID SECTION 11; THENCE SOUTH 10°19'00" WEST 95.00 FEET; THENCE NORTH 52°26'29" 153.33 FEET; THENCE EAST 138.56 FEET TO THE POINT OF BEGINNING.

PARCEL 11:

BEGINNING SOUTH 1320 FEET MORE OR LESS AND WEST 25 FEET FROM THE CENTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 39.71 FEET; THENCE NORTH 08° 09' 21" EAST 279.88 FEET; THENCE SOUTH 277.05 FEET TO THE POINT OF BEGINNING.

PARCEL 12:

BEGINNING AT A POINT WHICH IS NORTH 89° 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° 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° 01' 57" EAST 93.09 FEET; SOUTH 35° 56' 32" EAST 195.82 FEET; SOUTH 44° 03' 00" EAST 134.46 FEET; SOUTH 47° 47' 33" EAST 60.46 FEET TO THE POINT OF A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 173.45 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 33° 55' 53" EAST) (CENTER BEARS SOUTH 39° 53' 33" WEST), THROUGH A CENTRAL ANGLE OF 32° 21' 08", A DISTANCE OF 97.94 FEET; SOUTH 17° 45' 19" EAST 117.02 FEET; SOUTH 09° 01' 33" EAST 117.94 FEET; SOUTH 10° 29' 22" WEST 148.11 FEET; SOUTH 06° 12' 20" WEST 96.75 FEET; SOUTH 22° 11' 09" WEST 124.32 FEET; SOUTH 36° 22' 30" WEST 198.75 FEET TO THE POINT OF A NON-TANGENT CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 216.70 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 57° 30' 43" EAST), THROUGH A CENTRAL ANGLE OF 14° 54' 24" A DISTANCE OF 56.38 FEET; THENCE LEAVING SAID WEST SIDE OF THE JORDAN CANAL, NORTH 72° 25' 06" WEST 203.90 FEET; THENCE NORTH 66° 14' 53" WEST 144.10 FEET; THENCE SOUTH 23° 45' 07" WEST 3.78 FEET; THENCE NORTH 66° 14' 53" WEST 36.00 FEET; THENCE SOUTH 23° 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° 23' 53", A DISTANCE OF 209.53 FEET; THENCE SOUTH 88° 08' 43" WEST 221.22 FEET TO THE POINT OF A NON-TANGENT CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A 204.15 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 73° 23' 23" WEST), THROUGH A CENTRAL ANGLE OF 86° 45' 42", A DISTANCE OF 309.14 FEET; THENCE NORTH 23° 45' 07" EAST 108.91 FEET TO THE POINT OF A NON TANGENT CURVE; THENCE WESTERLY ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 20° 25' 47" WEST), THROUGH A CENTRAL ANGLE OF 21° 45' 19", A DISTANCE OF 113.91 FEET; THENCE NORTH 01° 19' 32" WEST 70.00 FEET; THENCE NORTH 00° 43' 28" WEST 57.59 FEET TO THE POINT OF A NON-TANGENT CURVE; THENCE WESTERLY ALONG THE ARC OF A 231.32 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 07° 23' 56" WEST), THROUGH A CENTRAL ANGLE OF 32° 35' 28", A DISTANCE OF 131.58 FEET; THENCE NORTH 22° 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° 10' 13" DISTANCE OF 53.96 FEET;

THENCE NORTH 64° 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° 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° 53' 00" EAST), THROUGH A CENTRAL ANGLE OF 64° 59' 29" A DISTANCE OF 233.15 FEET; THENCE SOUTH 87° 52' 28" EAST 169.97 FEET; THENCE NORTH 02° 07' 32" EAST 433.77 FEET TO THE POINT OF BEGINNING.

PARCEL 13:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE DENVER & RIO GRANDE RAILROAD, SAID POINT BEING NORTH 89° 32' 53" EAST 413.86 FEET ALONG THE SECTION LINE AND 781.83 FEET SOUTH FROM THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE, LEAVING SAID EASTERLY RIGHT OF WAY LINE, SOUTH 64° 42' 13" EAST 152.15 FEET; THENCE SOUTHEASTERLY 53.96 FEET ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE LEFT, (CENTER BEARS SOUTH 68° 29' 04" EAST), THROUGH A CENTRAL ANGLE OF 44° 10' 13"; THENCE SOUTH 22° 39' 17" EAST 23.83 FEET; THENCE NORTHEASTERLY 131.58 FEET ALONG THE ARC OF A 231.32 FOOT RADIUS CURVE TO THE RIGHT, (CENTER BEARS SOUTH 25° 11' 32" EAST), THROUGH A CENTRAL ANGLE OF 32° 35' 28"; THENCE SOUTH 00° 43' 28" EAST 57.59 FEET; THENCE SOUTH 01° 19' 32" EAST 70.00 FEET; THENCE SOUTHEASTERLY 113.91 FEET ALONG THE ARC OF 300 FOOT RADIUS CURVE TO THE RIGHT, (CENTER BEARS SOUTH 01° 19' 32" EAST), THROUGH A CENTRAL ANGLE OF 21° 45' 19"; THENCE SOUTH 23° 45' 07" WEST 108.91 FEET; THENCE SOUTHEASTERLY 309.14 FEET ALONG THE ARC OF 204.15 FOOT RADIUS CURVE TO THE RIGHT, (CENTER BEARS SOUTH 19° 50' 55" WEST, THROUGH A CENTRAL ANGLE OF 86° 45' 42"; THENCE NORTH 88° 08' 43" EAST 221.22; THENCE SOUTH 01° 47' 33" EAST 58.76 FEET; THENCE SOUTHEASTERLY 54.99 FEET ALONG THE ARC OF 536.00 FOOT RADIUS CURVE TO THE LEFT, (CENTER BEARS NORTH 85° 04' 16" EAST), THROUGH A CENTRAL ANGLE OF 05° 52' 40"; THENCE SOUTH 10° 48' 24" EAST 281.86 FEET; THENCE SOUTHEASTERLY 168.21 FEET ALONG THE ARC OF A 614.00 FOOT RADIUS CURVE TO THE RIGHT, (CENTER BEARS SOUTH 79° 11' 36" WEST), THROUGH A CENTRAL ANGLE OF 15° 41' 48" TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY 23.74 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, (CENTER BEARS NORTH 85° 06' 35" WEST), THROUGH A CENTRAL ANGLE OF 90° 39' 51"; THENCE SOUTH 03° 34' 27" WEST 60.04 FEET; THENCE NORTH 88° 11' 51" WEST 428.78 FEET; THENCE SOUTHERLY 23.53 FEET ALONG THE ARC OF A 15.06 FOOT RADIUS CURVE TO THE LEFT, (CENTER BEARS SOUTH 01° 23' 27" WEST), THROUGH A CENTRAL ANGLE OF 89° 30' 55"; THENCE NORTH 88° 19' 55" WEST 60.00 FEET; THENCE WESTERLY 23.40 FEET ALONG THE ARC OF 15.00 FOOT RADIUS CURVE TO LEFT, (CENTER BEARS NORTH 88° 21' 50" WEST), THROUGH A CENTRAL ANGLE OF 89° 21' 47" TO A POINT OF REVERSE CURVATURE; THENCE RUNNING NORTHWESTERLY 137.56 FEET ALONG THE ARC OF A 530.00 FOOT RADIUS CURVE TO THE RIGHT, (CENTER BEARS NORTH 02° 16' 23" EAST), THROUGH A CENTRAL ANGLE OF 14° 52' 16" TO A POINT OF COMPOUND CURVATURE; THENCE RUNNING NORTHWESTERLY 406.67 FEET ALONG THE ARC OF A 578.66 FOOT RADIUS CURVE TO THE RIGHT, (CENTER BEARS NORTH 18° 25' 48" EAST), THROUGH A CENTRAL ANGLE OF 40° 16' 00" TO A POINT OF REVERSE CURVATURE; THENCE RUNNING SOUTHWESTERLY 23.56 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, (CENTER BEARS SOUTH 53° 54' 17" WEST), THROUGH A CENTRAL ANGLE OF 90° 00' 00"; THENCE NORTH 38° 53' 29" WEST 89.13 FEET;

THENCE NORTHERLY 49.92 FEET ALONG THE ARC OF 50.00 FOOT RADIUS CURVE TO THE RIGHT, (CENTER BEARS NORTH 44° 38' 29" EAST), THROUGH A CENTRAL ANGLE OF 57° 12' 10"; THENCE NORTH 78° 09' 21" WEST 73.14 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° 05' 57" EAST 904.23 FEET TO THE POINT OF BEGINNING.

(The parcel number references used above relate to how such parcels are commonly known to the parties hereto and are not part of the actual legal descriptions therefor.)

For information only, Tax Parcel ID Nos.:

33-11-300-020
33-11-300-022
33-12-300-070
33-12-300-071
33-12-300-072
33-12-300-073-4001
33-12-300-073-4002
33-13-300-037
33-14-100-005
33-14-100-007

Attachment B

Legal Description of Bluff Parcel

REAL PROPERTY LOCATED IN SALT LAKE COUNTY, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 SOUTHEAST CORNER OF THE DOUGLAS DAY PROPERTY, RUNNING THENCE SOUTH 00°18'53" WEST 599.00 FEET; THENCE SOUTH 43°15'00" WEST 134.50 FEET; THENCE SOUTH 66°00'00" WEST 200.00 FEET; THENCE NORTH 59°00'00" WEST 390.00 FEET; THENCE NORTH 73°45'00" WEST 778.47 FEET (784 FEET DEED) TO A POINT TWO RODS EAST OF THE D & R G RAILROAD RIGHT-OF-WAY; THENCE PARALLEL TO SAID EAST RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE COURSES (ONE COURSE NORTH 22°45' EAST 456 FEET CALLED FOR IN DEED); 1.) NORTHEASTERLY 270.34 FEET ALONG THE ARC OF A 1801.71 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08°35'49" (CHORD BEARS NORTH 18°20'02" EAST 270.09 FEET); 2.) NORTHEASTERLY 160.30 FEET ALONG THE ARC OF A 3673.52 FOOT RADIUS COMPOUND CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°30'00" (CHORD BEARS NORTH 23°52'57" EAST 160.28 FEET); 3.) NORTH 25°05'57" EAST 13.65 FEET TO THE SOUTH LINE OF THE DOUGLAS DAY PROPERTY; THENCE SOUTH 87°21'07" EAST ALONG THE SOUTH SIDE OF THE DOUGLAS DAY PROPERTY 1205.47 FEET (SOUTH 87° EAST 1194 FEET DEED) TO THE POINT OF BEGINNING.

TAX PARCEL NO. 33-14-300-001

Attachment C

Legal Description of Erickson Property

REAL PROPERTY LOCATED IN SALT LAKE COUNTY, STATE OF UTAH, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 10:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

LESS & EXCEPTING THEREFROM ANY PORTION OF SAID PROPERTY LYING WITHIN THE BOUNDS OF THE DENVER AND RIO GRANDE RAILROAD RIGHT-OF-WAY;

ALSO LESS AND EXCEPTING THEREFROM THAT CERTAIN TRACT OF LAND CONVEYED TO UTAH POWER AND LIGHT COMPANY, A CORPORATION, BY WARRANTY DEED RECORDED JULY 21, 1977 AS ENTRY NO. 2972534 IN BOOK 4521 AT PAGE 260 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE GRANTOR'S LAND WHICH POINT IS THE SOUTH ONE QUARTER CORNER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE WEST 1274.8 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID LAND TO THE SOUTHWEST CORNER OF SAID LAND, THENCE NORTH 208.1 FEET ALONG THE WEST BOUNDARY OF SAID LAND, THENCE SOUTH 84°25'28" EAST 188.44 FEET AND NORTH 89°49' EAST 1083.1 FEET TO THE EAST BOUNDARY FENCE OF SAID LAND, THENCE SOUTH 1°17' EAST 184 FEET ALONG SAID EAST BOUNDARY FENCE TO THE POINT OF BEGINNING.

AND ALSO LESS AND EXCEPTING THEREFROM THE FOLLOWING TRACT OF LAND:

BEGINNING SOUTH 1320 FEET MORE OR LESS TO THE FORTY ACRE LINE, AND WEST 39.71 FEET FROM THE CENTER OF SAID SECTION 11; THENCE SOUTH 10°19'00" WEST 95.00 FEET; THENCE NORTH 52°26'29" 153.33 FEET; THENCE EAST 138.56 FEET TO THE POINT OF BEGINNING.

PARCEL 11:

BEGINNING SOUTH 1320 FEET MORE OR LESS AND WEST 25 FEET FROM THE CENTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 39.71 FEET; THENCE NORTH 08° 09' 21" EAST 279.88 FEET; THENCE SOUTH 277.05 FEET TO THE POINT OF BEGINNING.

(The parcel number references used above relate to how such parcels are commonly known to the parties hereto and are not part of the actual legal descriptions therefor.)

TAX PARCEL NOS.:

33-11-300-020 and 33-11-300-022