

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Sunrise 3, LLC
c/o Joseph Salisbury
1099 West South Jordan Parkway
South Jordan, Utah 84095

DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS

THIS DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS (the "**Declaration**") is entered into as of the 31 day of December, 2012, by Sunrise 3, LLC, a Utah limited liability company ("**DAI**") and Collins Brothers Oil Company ("**Collins**"). DAI and Collins are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, pursuant to a purchase and sale transaction consummated between Collins (as seller) and DAI (as purchaser) of even date herewith, DAI has succeeded to Collins' interests as the owner of certain real property in the City of Saratoga Springs, Utah, more particularly described on Exhibit A attached hereto (the "**DAI Property**"); and

WHEREAS, Collins is the owner of certain real property in the City of Saratoga Springs, Utah, located adjacent to the DAI Property, more particularly described on Exhibit B attached hereto (the "**Collins Property**"); and

WHEREAS, the Parties have agreed to enter into this Declaration pursuant to which, among other things, the Parties will grant "cross" access and utilities easements as may be reasonably necessary to ensure access rights and utilities easements for the DAI Property and the Collins Property, and further, the Parties will cooperate in connection with the master planning and entitlement of the DAI Property and the Collins Property.

DECLARATION

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto intending to be legally bound hereby declare, agree and covenant as follows:

1. Easements Concerning Collins Property.

A. Easements Generally. Collins hereby grants and conveys to DAI and its successors and assigns as property owners of the DAI Property, non-exclusive and perpetual easements to access and utilize (i) all roadways constructed by Collins from time to time upon the Collins Property, which roadways may serve as primary and/or secondary access, ingress and egress to the DAI Property, as well as temporary and/or emergency access, ingress and egress to or from the

DAI Property for construction and/or other related purposes, and (ii) all major utility systems (including, without limitation, culinary water, sewer, storm drain, power, gas, telephone, and cable lines and systems) constructed by Collins upon the Collins Property, which utilities may service (either temporarily or permanently in DAI's discretion) all or portions of the DAI Property, as contemplated pursuant to development plans approved by the City of Saratoga Springs (the "*City*") and/or other applicable public service providers from time to time.

B. Construction by DAI upon Collins Property. In the event that DAI desires to construct and install roadways and utility systems upon the Collins Property which are reasonably necessary in connection with the development of the DAI Property, DAI shall have the right to do so, provided (i) Collins shall have approved in writing the initial location of such roadways and utility systems to be located on the Collins Property (with such approval not to be unreasonably withheld, conditioned or delayed), (ii) Collins shall have the right to relocate such roads and utility systems at Collins' sole cost and expense, (iii) the roadways and utility systems shall be improved in accordance with plans and specifications approved by the City, or the applicable governing body, and which plans and cost estimates shall also be approved by Collins in writing (which approval shall not be unreasonably withheld, conditioned or delayed), and (iv) certain costs of construction and installation of such roadways and utility systems through the Collins Property constructed pursuant to the terms of this subsection shall be reimbursed to DAI by Collins (or the then current owner of the Collins Property) as further described in Section 1(E) below. In all events, Collins shall reasonably cooperate with DAI in connection with the public dedication of any of the roadways and/or utilities constructed by DAI on the Collins Property.

C. Construction by Collins upon Collins Property. Collins shall use reasonable efforts to cause the roadways and major utility systems constructed upon the Collins Property by Collins to be dedicated as public roadways or utilities (subject to the consent of the City or other governing body); provided, however, that in all events the timing of such construction shall be in the sole discretion of Collins. Without limiting the foregoing, when Collins develops the Collins Property, Collins will allow DAI and its successors and/or assigns, to connect to the roadways and major utilities constructed upon the Collins Property free of any charge imposed by Collins directly upon DAI, provided that DAI shall be solely obligated to pay connection, impact, tap-in, or other similar fees assessed by the City or other public service provider, if any, relative to such roadways and/or utilities (which fees may be available for reimbursement to Collins pursuant to one or more customary reimbursement or other similar agreements). In all events, DAI shall reasonably cooperate with Collins in connection with the public dedication of the roadways and/or utilities as described above.

D. Dedication of Public Rights-of-Way and Easements. Collins further agrees that, upon the reasonable request of DAI, Collins will dedicate to the public or applicable utility company(ies), the rights-of-way and utility easements generally contemplated in the Concept Plan attached hereto as Exhibit C (the "*Concept Plan*"), which Concept Plan may be amended from time to time, subject to prior approval from the City (as applicable), (i) unilaterally by Collins with respect to the Collins Property, in the event that such amendment will not have an adverse effect upon the rights granted to DAI herein, or (ii) upon the mutual agreement of Collins and DAI (which approval shall not be unreasonably withheld, conditioned or delayed), in the event that such amendment will have an adverse effect upon the rights granted to DAI herein.

E. Cost Sharing. Collins hereby agrees to reimburse DAI for the actual reasonable out-of-pocket costs (without adjustment for an interest factor) of any and all roadway and

utility improvements constructed by DAI upon the Collins Property pursuant to the rights granted under this Declaration; provided, however, that no reimbursements shall be required of Collins for improvements constructed by DAI upon the Collins Property which are not required in connection with the development of the Collins Property (if any). Any reimbursements arising pursuant to this subsection shall be paid by Collins following: (i) substantial completion of such construction; and (ii) the first to occur of either (1) the date Collins records a final plat on any portion of the Collins Property adjacent to and directly benefitted by the roadway and utility improvements constructed by DAI upon the Collins Property, or (2) the date Collins sells any portion of the Collins Property adjacent to and directly benefitted by the roadway and utility improvements constructed by DAI upon the Collins Property. The Parties expressly acknowledge and agree that the actual reasonable out-of-pocket costs (without adjustment for an interest factor) incurred by DAI in connection with the construction of the anticipated initial frontage road upon the Collins Property (which road is located within the "Corridor" (as defined below) and identified in the Concept Plan), if any, shall be reimbursed by Collins pursuant to this Section upon (i) substantial completion of such construction; and (ii) the first to occur of either (1) the date Collins records a final plat on any portion of the Collins Property, or (2) the date Collins sells any portion of the Collins Property. Collins' obligation to reimburse DAI pursuant to this subsection shall be conditioned upon delivery by DAI to Collins of lien waivers and reasonable evidence of such costs (including but not limited to invoices and payment verification). If DAI constructs any of the improvements described above on the Collins Property, then DAI shall use commercially reasonable, good faith efforts to minimize the costs of such improvements and cause such improvements to be completed on a timely basis once construction is commenced substantially in accordance with a construction schedule to be approved by Collins in writing prior to the commencement of such construction, which approval shall not be unreasonably withheld, conditioned or delayed. Such efforts shall include, without limitation, an obligation by DAI to use commercially reasonable business judgment in the selection of such contractor based upon such contractor's bid (with at least three bids being solicited), business reputation, availability, and other relevant factors.

F. No Liens; Indemnification. DAI shall not allow or permit any liens or encumbrances to be placed upon the Collins Property as a result of, or in connection with, any act or omission by DAI in the exercise of any rights granted to DAI under this Declaration. Furthermore, DAI agrees to protect, defend, release, indemnify and hold harmless Collins, and any affiliates, successors, contractors, officers, directors, agents and employees of Collins (the "*Collins Indemnitees*") from and against any and all losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, judgments, interest or other costs resulting from: (i) negligence or willful misconduct on the part of DAI, or any employees, principals, contractors or agents of DAI, in conjunction with any construction and installation engaged in, or performed by or on behalf of DAI upon the Collins Property pursuant to the rights granted by this Declaration, and (ii) any liens or encumbrances placed on the Collins Property (or any portion thereof) by any contractors or agents of DAI as a result of the construction and installation activities performed by such parties upon the Collins Property. DAI shall cause all contractors and subcontractors entering upon the Collins Property to perform any construction or installation activities contemplated by this Section I to be properly licensed and adequately insured and bonded, and DAI shall cause that Collins be named as additional insured upon such parties' general liability insurance policies.

2. Easements Concerning DAI Property.

A. Easements Generally. DAI hereby grants and conveys to Collins and its successors and assigns as property owners of the Collins Property, non-exclusive and perpetual easements to access and utilize (i) all roadways constructed by DAI from time to time upon the DAI Property, which roadways may serve as primary and/or secondary access, ingress and egress to the Collins Property, as well as temporary and/or emergency access, ingress and egress to or from the Collins Property for construction and/or other related purposes, and (ii) all major utility systems (including, without limitation, culinary water, sewer, storm drain, power, gas, telephone, and cable lines and systems) constructed by DAI upon the DAI Property, which utilities may service (either temporarily or permanently in Collins' discretion) all or portions of the Collins Property, as contemplated pursuant to development plans approved by the City and/or other applicable public service providers from time to time.

B. Construction by Collins upon DAI Property. In the event that Collins desires to construct and install roadways and utility systems upon the DAI Property which are reasonably necessary in connection with the development of the Collins Property, Collins shall have the right to do so, provided (i) DAI shall have approved in writing the initial location of such roadways and utility systems to be located on the DAI Property (with such approval not to be unreasonably withheld, conditioned or delayed), (ii) DAI shall have the right to relocate such roads and utility systems at DAI's sole cost and expense, (iii) the roadways and utility systems shall be improved in accordance with plans and specifications approved by the City, or the applicable governing body, and which plans and cost estimates shall also be approved by DAI in writing (which approval shall not be unreasonably withheld, conditioned or delayed), and (iv) certain costs of construction and installation of such roadways and utility systems through the DAI Property constructed pursuant to the terms of this subsection shall be reimbursed to Collins by DAI (or the then current owner of the DAI Property) as further described in Section 2(E) below. In all events, DAI shall reasonably cooperate with Collins in connection with the public dedication of any of the roadways and/or utilities constructed by Collins on the DAI Property.

C. Construction by DAI upon DAI Property. DAI shall use reasonable efforts to cause the roadways and major utility systems constructed upon the DAI Property by DAI to be dedicated as public roadways or utilities (subject to the consent of the City or other governing body); provided, however, that in all events the timing of such construction shall be in the sole discretion of DAI. Without limiting the foregoing, when DAI develops the DAI Property, DAI will allow Collins and its successors and/or assigns, to connect to the roadways and major utilities constructed upon the DAI Property free of any charge imposed by DAI directly upon Collins, provided that Collins shall be solely obligated to pay connection, impact, tap-in, or other similar fees assessed by the City or other public service provider, if any, relative to such roadways and/or utilities (which fees may be available for reimbursement to DAI pursuant to one or more customary reimbursement or other similar agreements). In all events, Collins shall reasonably cooperate with DAI in connection with the public dedication of the roadways and/or utilities as described above.

D. Dedication of Public Rights-of-Way and Easements. DAI further agrees that, upon the reasonable request of Collins, DAI will dedicate to the public or applicable utility company(ies), the rights-of-way and utility easements generally contemplated in the Concept Plan, which Concept Plan may be amended from time to time, subject to prior approval from the City (as applicable), (i) unilaterally by DAI with respect to the DAI Property, in the event that such amendment will not have an adverse effect upon the rights granted to Collins herein, or (ii) upon the mutual agreement of DAI and Collins (which approval shall not be unreasonably withheld,

conditioned or delayed), in the event that such amendment will have an adverse effect upon the rights granted to Collins herein.

E. Cost Sharing. DAI hereby agrees to reimburse Collins for the actual reasonable out-of-pocket costs (without adjustment for an interest factor) of any and all roadway and utility improvements constructed by Collins upon the DAI Property pursuant to the rights granted under this Declaration; provided, however, that no reimbursements shall be required of DAI for improvements constructed by Collins upon the DAI Property which are not required in connection with the development of the DAI Property (if any). Any reimbursements arising pursuant to this subsection shall be paid by DAI following: (i) substantial completion of such construction; and (ii) the first to occur of either (1) the date that DAI records a final plat on any portion of the DAI Property adjacent to and directly benefitted by the roadway and utility improvements constructed by Collins upon the DAI Property, or (2) the date that DAI sells any portion of the DAI Property adjacent to and directly benefitted by the roadway and utility improvements constructed by Collins upon the DAI Property. DAI's obligation to reimburse Collins pursuant to this subsection shall be conditioned upon delivery by Collins to DAI of lien waivers and reasonable evidence of such costs (including but not limited to invoices and payment verification). If Collins constructs any of the improvements described above on the DAI Property which are subject to reimbursement as set forth in this subsection, then Collins shall use commercially reasonable, good faith efforts to minimize the costs of such improvements which are to be reimbursed by DAI as set forth herein and cause such improvements to be completed on a timely basis once construction is commenced substantially in accordance with a construction schedule to be approved by DAI in writing prior to the commencement of such construction, which approval shall not be unreasonably withheld, conditioned or delayed. Such efforts shall include, without limitation, an obligation by Collins to use commercially reasonable business judgment in the selection of such contractor based upon such contractor's bid (with at least three bids being solicited), business reputation, availability, and other relevant factors.

F. No Liens; Indemnification. Collins shall not allow or permit any liens or encumbrances to be placed upon the DAI Property as a result of, or in connection with, any act or omission by Collins in the exercise of any rights granted to Collins under this Declaration. Furthermore, Collins agrees to protect, defend, release, indemnify and hold harmless DAI, and any affiliates, successors, contractors, officers, directors, agents and employees of DAI (the "**DAI Indemnitees**") from and against any and all losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, judgments, interest or other costs resulting from: (i) negligence or willful misconduct on the part of Collins, or any employees, principals, contractors or agents of Collins, in conjunction with any construction and installation engaged in, or performed by or on behalf of Collins upon the DAI Property pursuant to the rights granted by this Declaration, and (ii) any liens or encumbrances placed on the DAI Property (or any portion thereof) by any contractors or agents of Collins as a result of the construction and installation activities performed by such parties upon the DAI Property. Collins shall cause all contractors and subcontractors entering upon the DAI Property to perform any construction or installation activities contemplated by this Section 2 to be properly licensed and adequately insured and bonded, and Collins shall cause that DAI be named as additional insured upon such parties' general liability insurance policies.

3. Master Project; Joint Planning and Entitlement. Collins and DAI hereby agree to cooperate in good faith with one another in connection with the master planning and entitlement of the development projects contemplated upon both the Collins Property and the

DAI Property (collectively the "*Master Project*"). In this regard, Collins and DAI specifically hereby agree as follows:

A. DAI shall use commercially reasonable efforts to support Collins' efforts to have the Collins Property zoned and developed in accordance with the City's current zoning map and land use plan relating to the Collins Property, the Concept Plan, and/or as may otherwise be desired by Collins acting reasonably. Likewise, Collins shall use commercially reasonable efforts to support DAI's efforts to have the DAI Property zoned and developed in accordance with the City's current zoning map and land use plan relating to the DAI Property, the Concept Plan, and/or as may otherwise be desired by DAI acting reasonably.

B. Collins and DAI agree to cooperate with one another in an effort to engage mutually acceptable legal counsel, an engineering firm, and other professional advisors which may from time to time be reasonably necessary (collectively the "*Entitlement Advisors*"), and to otherwise mutually cooperate in connection with the master planning and entitlement of the Master Project (the "*Joint Planning and Entitlement Arrangement*"); provided, however, that Collins acknowledges that Paul Johnson shall be solely engaged and compensated by Collins. Collins and DAI agree that such Entitlement Advisors shall be engaged on a "Master Project basis", i.e., for the purpose of promoting the best interests of the Master Project as a whole. To this end, DAI and Collins shall direct such Entitlement Advisors to seek to obtain land use approvals and other entitlements for the Master Project for land uses which relate to the Master Project as a whole (with densities desired by both DAI (with respect to the DAI Property) and Collins (with respect to the Collins Property); provided, however, that the Parties acknowledge that separate development agreements for each Party shall be sought by the Parties and the Entitlement Advisors. DAI and Collins shall direct the Entitlement Advisors to allocate their fees with respect to the Master Project based on (i) costs properly and fairly allocable to the Collins Property (in which case Collins shall be responsible for such costs), (ii) costs properly and fairly allocable to the DAI Property (in which case DAI shall be responsible for such costs), and (iii) costs properly and fairly allocable to the Master Project as a whole (the "*Master Project Costs*"), in which case Collins and DAI agree to share such Master Project Costs (to the extent such Master Project Costs arise on and after the date of this Agreement) proportionately, based upon the relative gross acreage of the Collins Property and the DAI Property as of the date of this Agreement. Any fees charged by Entitlement Advisors with respect to the Master Project arising prior to the date hereof shall be the sole responsibility of Collins. Notwithstanding anything in this Section 3 to the contrary, DAI shall have the right at its sole discretion to terminate the Joint Planning and Entitlement Arrangement by providing written notice to Collins (with copies of such notice to each of the Entitlement Advisors), and in such event, each Party shall be responsible to pay the Master Project Costs arising prior to DAI's delivery of such written notice (on the basis described above), and thereafter, each Party shall separately engage any Entitlement Advisors at DAI's and Collins' respective discretion to assist with such Parties' respective Properties. Notwithstanding anything in this Section 3 to the contrary, third-party buyers of a portion of the Collins' Property (expressly excepting the portion identified herein as the right-of-way and frontage roads for the future Mountain View Corridor), and excluding a third-party buyer which buys all or substantially all of the Collins' Property, shall have the right at the third-party buyer's sole discretion to terminate the Joint Planning and Entitlement Arrangement with respect to the portion of the Collins' Property purchased by such buyer, by providing written notice to DAI (with copies of such notice to each of the Entitlement Advisors), and in such event, each third-party buyer shall be responsible to pay the Master Project Costs arising prior to the third-party's delivery of such written notice (on the basis described above), and thereafter, each Party and third-party buyer shall separately engage any Entitlement Advisors at Collins', DAI's and the third-party buyer's

respective discretion to assist with such parties' respective Properties. Notwithstanding the foregoing, Collins shall have the right to terminate the Joint Planning Entitlement Arrangement if DAI demands land use entitlements for the DAI Property that delay the land use entitlement process for more than eight (8) months after written notice from Collins that the position taken by DAI with respect to land use entitlements unreasonably varies from the Concept Plan and is likely to unreasonably delay the entitlement process.

C. As part of the master planning process, DAI and Collins acknowledge and agrees that in an effort to obtain land use approvals and entitlements relating to the Master Project, the Parties may be reasonably required to adjust boundaries between their respective properties on a commercially reasonable basis. Without limiting the generality of the foregoing, in the event that the anticipated right-of-way for the Mountain View Corridor (the "*Corridor*") is altered, prior to the public dedication thereof, from the location currently anticipated by DAI and Collins (as identified on the attached Concept Plan), DAI and Collins shall cooperate with the adjustment of the right-of-way property boundaries; provided, however, that in the event that such Corridor adjustment would cause DAI to dedicate more than a de minimis amount of acreage comprising the DAI Property with respect to the Corridor, Collins shall transfer mutually acceptable additional acreage to DAI on the west of the Corridor and within the Collins Property, as acknowledgment that the purchase price paid by DAI to Collins with respect to the DAI Property is based upon an acquisition of approximately 140 acres of property, excluding the Corridor.

4. Resolution of Disputes.

A. Mediation. DAI and Collins shall endeavor to resolve all disputes arising under or related to this Agreement by good faith negotiation between the Parties. In the event that the Parties are unable to resolve any dispute by good faith negotiations, then DAI and Collins further agree to submit such dispute(s) to mediation, which shall be conducted in Salt Lake County or Utah County, according to rules and procedures agreed to by the Parties. Such mediation will be commenced by either Party delivering to the other Party a written demand for mediation (the "*Mediation Demand*"). The Mediation Demand will designate the matter or matters in dispute and the date, time and place of mediation.

B. Arbitration. If the Parties fail in their attempt to resolve a dispute by mediation within 60 days after the Mediation Demand, or if either Party will not participate in mediation, the Parties will submit the dispute to arbitration according to the then-prevailing rules and procedures of the Utah Arbitration Act (U.C.A. §78B-11-101 *et seq.*) Such arbitration will be commenced by either Party delivering to the other Party a written demand for arbitration (the "*Arbitration Demand*"). The arbitration will be conducted in Salt Lake County or Utah County by a single arbitrator mutually acceptable to the Parties, or if the Parties do not agree on an arbitrator within 30 days after delivery of the Arbitration Demand, by an arbitrator appointed by the court pursuant to the Utah Arbitration Act. Utah law will govern the rights and obligations of the Parties with respect to the matters in controversy. The arbitrator will be entitled to allocate all costs and fees attributed to the arbitration against the losing Party. The arbitrator's award will be final and binding and judgment may be entered in any court of competent jurisdiction.

5. Miscellaneous.

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A. Attorneys' Fees. In the event a Party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained (including an arbitration proceeding, but excluding mediation), the prevailing Party after a final adjudication shall be entitled to recover its costs and reasonable attorneys fees incurred in the preparation and prosecution of such action or proceeding.

B. Amendment. The Parties agree that the provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of DAI and Collins, and/or their respective successors and assigns, evidenced by a document that has been fully executed and acknowledged by all such record owners and recorded in the official records of the Utah County Recorder in the State of Utah.

C. Further Assurances. The Parties agree to execute and deliver such instruments of further assurances or confirmation, in recordable form, as may reasonably be necessary to perfect, complete and confirm the easements, conditions, obligations and covenants created or contained in this Declaration.

D. No Agency, Partnership or Joint Venture. Nothing in this Declaration shall be deemed or construed by any person to create the relationship of principal and agent, or of limited or general partners, or of joint venturers, or of any other association between any of the Parties.

E. No Waiver. No waiver of any default of any obligation by any Party shall be implied from any omission by the other Party to take any action with respect to such default.

F. Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of all properties benefitted thereby, and shall bind every person having any fee, leasehold or other interest therein, and shall inure to the benefit of the Parties and their respective successors, assigns, lenders, heirs, and personal representatives.

G. Grantee's Acceptance. The grantee of any portion of either the DAI Property or the Collins Property, or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, from an owner of such portion of the applicable Property, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions, duties and obligations contained herein. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other affected persons, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the portion of the Property so acquired by such grantee. To the extent a grantee succeeds to any portion of the Collins Property or the DAI Property, as the case may be, all references in this Declaration to Collins or DAI, as applicable, shall mean and refer to such grantee in its capacity as success-in-interest as to those portions of the Collins Property or DAI Property owned by the grantee.

H. Severability. Each provision of this Declaration and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the Parties agree to promptly

cause such legal description to be prepared. Ownership of all of the Property by the same person or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.

I. Entire Declaration. Except for the agreements being entered into between or involving the Parties referred to in this Declaration, this Declaration contains the complete understanding and agreement of the Parties with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

J. Governing Law. The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Declaration.

K. Counterparts. This Declaration may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement.

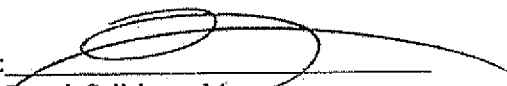
[Signature pages follow.]

IN WITNESS WHEREOF, this Declaration is executed as of the date first above written.

DAI:


SUNRISE 3, LLC, a Utah limited liability company

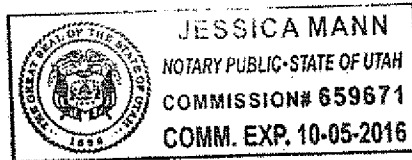
By: Sunrise 3 Managers, LLC, a Utah limited liability company

By: 
Joseph Salisbury, Manager

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

On the 31 day of December, 2012, personally appeared before me Joseph Salisbury, who being by me duly sworn did say that he is a Manager of Sunrise 3, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited partnership.


Notary Public
Residing in Salt Lake County, Utah



COLLINS BROS. OIL, an Illinois general partnership doing business in Utah as COLLINS BROTHERS OIL COMPANY, by its general partners

Kathleen Collins Lowery

Kathleen Collins Lowery, formerly Kathleen Collins Wimberly, in one or more of the following capacities:

General Partner of Collins Bros. Oil

Joint-heir with Rebecca Collins Schmitt (formerly Rebecca Jane Scmitt) of the Estate of Floyd Collins

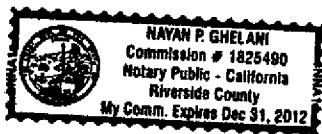
Trustee of the Floyd Collins Revocable Living Trust, dated August 14, 1998

Beneficiary of the Floyd Collins Revocable Living Trust, dated August 14, 1998

Personal Representative of the Estate of Floyd Collins

STATE OF CALIFORNIA)
)
 SS.
)
 COUNTY OF RIVERSIDE)

The foregoing instrument was acknowledged before me this 27th day of December, 2012, by Kathleen Collins Lowery in one or more of the capacities stated above.



[Signature]

 NOTARY PUBLIC
 Residing in LAQUINTA, CA

My Commission Expires:
12/31/2012

COLLINS BROS. OIL, an Illinois general partnership doing business in Utah as COLLINS BROTHERS OIL COMPANY, by its general partners

Susan C. Schrader

Susan C. Schrader, in one or more of the following capacities:

General Partner of Collins Bros. Oil

Sole heir of the Estate of C. Richard Collins

Sole beneficiary of the Richard Collins Trust, dated September 27, 1995

Trustee and Beneficiary of the Susan C. Schrader Revocable Living Trust Agreement, dated July 11, 1983

STATE OF Michigan)
)
) ss.
) COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 28 day of December, 2012, by Susan C. Schrader in one or more of the capacities stated above.

Phillip M. Hoffmeyer
NOTARY PUBLIC
Residing in Wayne Co., MI

My Commission Expires:

04-19-2015

PHILLIP M. HOFFMEYER
NOTARY PUBLIC - MICHIGAN
WAYNE COUNTY
ACTING IN THE COUNTY OF Wayne
MY COMMISSION EXPIRES APRIL 19, 2015

EXHIBIT A

Legal Description of DAI Property

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

A parcel of land located in the West Half of Section 10 and South Half of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian. Basis of Bearing being from the North Quarter Corner of said Section 10 to the South Quarter Corner of said Section 10 the bearing being South $00^{\circ}11'28''$ West.

Beginning at the North Quarter Corner of said Section 10 and running thence along the section line South $00^{\circ}11'28''$ West 3195.99 feet; thence North $89^{\circ}59'50''$ West 183.82 feet; thence South $00^{\circ}14'38''$ West 552.89 feet; thence South $55^{\circ}05'46''$ West 333.18 feet; thence North $19^{\circ}05'14''$ West 322.71 feet to a point of curvature to the right; thence 521.49 feet along the arc of a 2947.50 foot radius curve to the right, through a central angle of $10^{\circ}08'14''$, chord bearing North $14^{\circ}01'07''$ West 520.81 feet; thence North $08^{\circ}57'00''$ West 435.06 feet to point of curvature to the right, thence 928.63 feet along the arc of a 4007.50 foot radius curve to the right, through a central angle of $03^{\circ}16'36''$, chord bearing North $02^{\circ}18'42''$ West 926.56 feet; thence South $85^{\circ}40'23''$ East 10.00 feet to a point of curvature to the right; thence 467.96 feet along the arc of a 3997.50 foot curve to the right, through a central angle of $06^{\circ}42'26''$, chord bearing North $07^{\circ}40'50''$ East 467.69 feet; thence North $78^{\circ}57'57''$ West 10.00 feet to a point of curvature to the right; thence 610.76 feet along the arc of a 4007.50 foot radius curve to the right, through a central angle of $08^{\circ}43'55''$, chord bearing North $15^{\circ}24'00''$ East 610.16 feet; thence North $19^{\circ}46'28''$ East 752.16 feet; thence South $00^{\circ}10'02''$ West 18.97 feet; thence East 200.00 feet; thence North 200.00 feet; thence West 130.63 feet to point of curvature to the right; thence 168.30 feet along the arc of a 1980.00 foot radius curve to the right, through a central angle of $04^{\circ}52'12''$, chord bearing North $25^{\circ}53'51''$ East 168.24 feet; thence North $28^{\circ}19'57''$ East 262.40 feet to a point of curvature to the left; thence 303.05 feet along the arc of a 4020.00 foot radius curve to the left, through a central angle of $04^{\circ}19'09''$, chord bearing North $26^{\circ}10'22''$ East 302.98 feet; thence South $65^{\circ}59'12''$ East 20.00 feet; thence North $24^{\circ}00'48''$ East 1019.26 feet; thence North $65^{\circ}59'12''$ West 20.00 feet; thence North $24^{\circ}00'48''$ East 82.82 feet to point of curvature to the right; thence 919.94 feet along the arc of a 749.50 foot radius curve to the right, through a central angle of $70^{\circ}19'30''$, chord bearing North $59^{\circ}10'33''$ East 863.27 feet; thence South $85^{\circ}39'42''$ East 483.47 feet to a point of curvature to the left; thence 803.94 feet along the arc of a 2752.50 foot radius curve to the left, through a central angle of $16^{\circ}44'05''$, chord bearing North $85^{\circ}58'15''$ East 801.09 feet; thence North $77^{\circ}36'17''$ East 127.39 feet; thence South $00^{\circ}04'56''$ East 974.23 feet; thence North $89^{\circ}59'59''$ West 392.49 feet; thence South $26^{\circ}29'58''$ West 1489.87 feet; thence South $89^{\circ}36'52''$ West 1345.99 feet; thence North $09^{\circ}35'01''$ East 216.53 feet; thence West 315.47 feet; thence South $03^{\circ}19'17''$ East 215.67 feet to the Point of Beginning.

Contains: 157.6 Acres more or less

Tax ID: 58-021-0046 and 58-022-0087

EXHIBIT B**Legal Description of Collins Property**

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

COM S 2.46 FT & W 1061.19 FT FR SE COR. SEC. 3 T5S R1W SLB&M.; S 89 DEG 26' 52" W 1611.74 FT; N 0 DEG 28' 55" E 17.92 FT; W 1977.49 FT; N 4 DEG 46' 0" E 3973.76 FT; E 1647 FT; S 1320 FT; E 2673 FT; S 1320 FT; W 396 FT; S 26 DEG 34' 0" W 434.32 FT; N 89 DEG 58' 28" W 3.96 FT; S 26 DEG 34' 0" W 1044.2 FT TO BEG.

And

COM AT N 1/4 COR. SEC. 10, T5S, R1W, SLB&M.; S 0 DEG 10' 53" W 5087.45 FT; S 0 DEG 10' 48" W 231.82 FT; N 89 DEG 52' 4" W 2656.02 FT; N 917.42 FT; N 33 DEG 40' 0" E 444 FT; S 70 DEG 47' 1" E 67.6 FT; N 19 DEG 12' 59" E 20 FT; N 70 DEG 47' 0" W 62.4 FT; N 33 DEG 40' 0" E 103.5 FT; N 4 DEG 46' 0" E 3952.81 FT; S 89 DEG 32' 24" E 2029.44 FT TO BEG.

Less and excepting a parcel of land located in the West Half of Section 10 and South Half of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian.

Beginning at the North Quarter Corner of said Section 10 and running thence along the section line South 00°11'28" West 3195.99 feet; thence North 89°59'50" West 183.82 feet; thence South 00°14'38" West 552.89 feet; thence South 55°05'46" West 333.18 feet; thence North 19°05'14" West 322.71 feet to a point of curvature to the right; thence 521.49 feet along the arc of a 2947.50 foot radius curve to the right, through a central angle of 10°08'14", chord bearing North 14°01'07" West 520.81 feet; thence North 08°57'00" West 435.06 feet to point of curvature to the right, thence 928.63 feet along the arc of a 4007.50 foot radius curve to the right, through a central angle of 03°16'36", chord bearing North 02°18'42" West 926.56 feet; thence South 85°40'23" East 10.00 feet to a point of curvature to the right; thence 467.96 feet along the arc of a 3997.50 foot curve to the right, through a central angle of 06°42'26", chord bearing North 07°40'50" East 467.69 feet; thence North 78°57'57" West 10.00 feet to a point of curvature to the right; thence 610.76 feet along the arc of a 4007.50 foot radius curve to the right, through a central angle of 08°43'55", chord bearing North 15°24'00" East 610.16 feet; thence North 19°46'28" East 752.16 feet; thence South 00°10'02" West 18.97 feet; thence East 200.00 feet; thence North 200.00 feet; thence West 130.63 feet to point of curvature to the right; thence 168.30 feet along the arc of a 1980.00 foot radius curve to the right, through a central angle of 04°52'12", chord bearing North 25°53'51" East 168.24 feet; thence North 28°19'57" East 262.40 feet to a point of curvature to the left; thence 303.05 feet along the arc of a 4020.00 foot radius curve to the left, through a central angle of 04°19'09", chord bearing North 26°10'22" East 302.98 feet; thence South 65°59'12" East 20.00 feet; thence North 24°00'48" East 1019.26 feet; thence North 65°59'12" West 20.00 feet; thence North 24°00'48" East 82.82 feet to point of curvature to the right; thence 919.94 feet along the arc of a 749.50 foot radius curve to the right, through a central angle of 70°19'30", chord bearing North 59°10'33" East 863.27 feet; thence South 85°39'42" East 483.47 feet to a point of curvature to the left; thence 803.94 feet along the arc of a 2752.50 foot radius curve to the left, through a central angle of

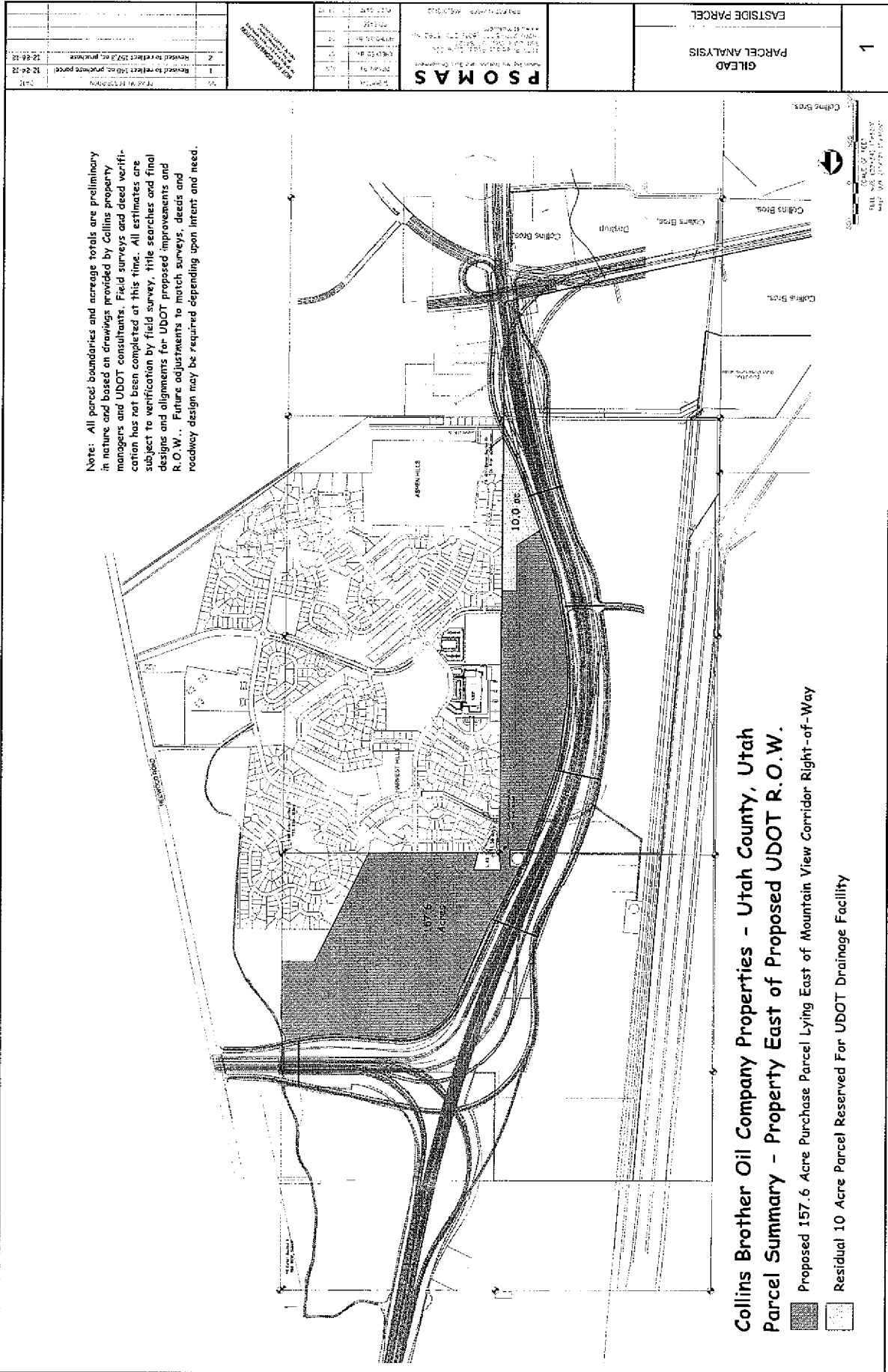
16°44'05", chord bearing North 85°58'15" East 801.09 feet; thence North 77°36'17" East 127.39 feet; thence South 00°04'56" East 974.23 feet; thence North 89°59'59" West 392.49 feet; thence South 26°29'58" West 1489.87 feet; thence South 89°36'52" West 1345.99 feet; thence North 09°35'01" East 216.53 feet; thence West 315.47 feet; thence South 03°19'17" East 215.67 feet to the Point of Beginning.

Tax ID: 58-021-0046 and 58-022-0087

EXHIBIT C

Concept Plan

See Attached.



1	Revised to reflect 157.6 acre purchase parcel	12-24-12
2	Revised to reflect 10 acre purchase parcel	12-24-12
3	Final	01-17-13

DATE: 01-17-13
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO.: [Number]
 SHEET NO.: [Number]

PROJECT TITLE: [Title]
 CLIENT: [Client Name]

SCALE: [Scale]
 NORTH ARROW: [North Arrow]

PROJECT LOCATION: [Location]

DATE: [Date]

PROJECT NO.: [Project Number]

SHEET NO.: [Sheet Number]

DATE: [Date]

PROJECT TITLE: [Title]

CLIENT: [Client Name]

SCALE: [Scale]

NORTH ARROW: [North Arrow]

PROJECT LOCATION: [Location]

DATE: [Date]

PROJECT NO.: [Project Number]

SHEET NO.: [Sheet Number]

DATE: [Date]

PROJECT TITLE: [Title]

CLIENT: [Client Name]

SCALE: [Scale]

NORTH ARROW: [North Arrow]

PROJECT LOCATION: [Location]

DATE: [Date]

PROJECT NO.: [Project Number]

SHEET NO.: [Sheet Number]

DATE: [Date]

PROJECT TITLE: [Title]

CLIENT: [Client Name]

SCALE: [Scale]

NORTH ARROW: [North Arrow]