

When Recorded, Return to:

Kirton McConkie
Attn: Tyler L. Buswell
50 E. South Temple, Suite 400
Salt Lake City, Utah 84111

12587589
8/1/2017 2:11:00 PM \$80.00
Book - 10584 Pg - 1447-1473
JULIE DOLE
Recorder, Salt Lake County, UT
KIRTON & MCCONKIE
BY: eCASH, DEPUTY - EF 27 P.

(Above space for Recorder's use)

SECOND AMENDMENT TO
RIGHT-OF-WAY AND EASEMENT GRANT

THIS SECOND AMENDMENT TO RIGHT-OF-WAY AND EASEMENT GRANT (this “**Second Amendment**”), is entered into this 1st day of August, 2017 (the “**Effective Date**”), by and between by MING YANG LEE, a/k/a JACK LEE or his assignee or nominee (“**Mr. Lee**”), IHC HEALTH SERVICES, INC., a Utah nonprofit corporation formerly known as IHC HOSPITALS, INC. (“**Intermountain**”), GLOBAL NEW MILLENNIUM PARTNERS, LTD., a Texas limited partnership (“**New Millennium**”), DH 1 HENDERSON LLC, a California limited liability company (“**DH 1**”), and TEAM WEST, LLC, a California limited liability company (“**Team West**”). Intermountain, Mr. Lee, New Millennium, and Team West are sometimes referred to herein individually as a “**Party**” and collectively, as the “**Parties**.”

WITNESSETH:

WHEREAS, Intermountain, Mr. Lee, and New Millennium are subject to that certain Right-of-Way and Easement Grant dated May 1, 1987, recorded May 7, 1987, in Book 5914, at Page 1769, Instrument No. 4452490, in the Official Records of the Salt County Recorder (the “**Original Agreement**”), as amended by that certain Amendment to Right-of-Way and Easement Grant dated August 22, 1988, recorded August 26, 1988, in Book 6059, at Page 996, Instrument No. 4668645, in the Official Records of the Salt County Recorder (the “**First Amendment**,” together with the Original Agreement is referred to herein collectively as the “**Easement Agreement**”).

WHEREAS, Intermountain is the current owner of certain real property located in Taylorsville, Utah, which real property is more particularly described on Exhibit A (the “**Original Road Property**”), attached hereto and incorporated herein by this reference.

WHEREAS, Mr. Lee is the current owner of certain real property located in Taylorsville, Utah, which real property is more particularly described on Exhibit B, attached hereto and incorporated herein by this reference, which real property was originally a part of the Benefitted Property (as defined in the Easement Agreement)(the “**Original Benefitted Mr. Lee Property**”).

WHEREAS, Mr. Lee is also the current owner of certain real property located adjacent to the Original Benefitted Mr. Lee Property, which real property is more particularly described on Exhibit C, attached hereto and incorporated herein by this reference (the “**Additional Mr. Lee Property**”).

WHEREAS, DH 1 obtained an interest in a portion the Additional Mr. Lee Property, as evidenced by that certain Warranty Deed dated February 13, 2017, recorded February 15, 2017, at Entry No. 12477198, in Book 10530, at Page 135, in the Official Records of the Salt Lake County Recorder, wherein a condition to the purchase of said interest required DH 1’s consent to this Agreement.

WHEREAS, New Millennium is the owner of certain real property located in Taylorsville, Utah, which real property is more particularly described on Exhibit D, attached hereto and incorporated herein by this reference, which real property was also originally a part of the Benefitted Property (the “**New Millennium Property**”).

WHEREAS, Team West is the owner of certain real property located in Taylorsville, Utah, which real property is more particularly described on Exhibit E, attached hereto and incorporated herein by this reference, which real property was also originally a part of the Benefitted Property (the “**Team West Property**”).

WHEREAS, the Parties desire now to amend the Easement Agreement to allow for Additional Mr. Lee Property to benefit from the roadway easement described in the Easement Agreement, and to otherwise amend the Easement Agreement as further described herein.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby declare as follows:

1. Defined Terms. Except as otherwise expressly provided herein, capitalized terms used in this Second Amendment shall have the meanings given them in the Easement Agreement.

2. Grantee Parties. Notwithstanding anything to the contrary in the Easement Agreement, beginning on the Effective Date the Easement Agreement is amended such that all definitions and/or references to “Grantee” shall expressly include New Millennium. Effective as of the Effective Date, all references to Grantee shall mean collectively Mr. Lee and New Millennium.

3. Road Property. Notwithstanding anything to the contrary in the Easement Agreement, beginning on the Effective Date the Easement Agreement is amended such that all definitions of and/or references to the “Road Property” are deleted in their entirety and replaced with the real property defined in Exhibit F, attached hereto and incorporated herein by this reference. Effective as of the Effective Date, all references to the Road Property in the Easement Agreement shall mean the real property described in Exhibit F.

4. Benefitted Property. Notwithstanding anything to the contrary in the Easement Agreement, beginning on the Effective Date the Easement Agreement is amended such that all definitions of and/or references to the “Benefitted Property” are deleted in their entirety and replaced with the real property defined in Exhibit G, attached hereto and incorporated herein by this reference. Effective as of the Effective Date, all references to the Benefitted Property in the Easement Agreement shall mean the real property described in Exhibit G.

5. Grantor Property. Notwithstanding anything to the contrary in the Easement Agreement, beginning on the Effective Date the Easement Agreement is amended such that all definitions of and/or references to the “Grantor Property” are deleted in their entirety and replaced with the real property defined in Exhibit H, attached hereto and incorporated herein by this reference. Effective as of the Effective Date, all references to the Grantor Property in the Easement Agreement shall mean the real property described in Exhibit H.

6. Additional Benefitted Parties. Beginning on the Effective Date, the first sentence of Section 1 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

Grantor does hereby grant to Grantee and Grantee's successors, assigns, invitees, and guests, a non-exclusive right-of-way and easement for ingress and egress over and through the Road Property to 4700 South, together with an easement over and across that portion of Grantor's Property between the Benefitted Property and the Road Property for access to the Road Property.

7. No Public Dedication. Section 2 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

Each Party hereby acknowledges and agrees that neither Party intends or purports to grant a right to the public in general to use the easements granted herein, including the Road Property and the Intermountain Easement. After reasonable notice to the other Party, the Party conveying an easement herein shall have the right to close its respective property, deny use thereof, and post such notices of closure as frequently, and for such duration of time as the Party who as granted the easement herein shall reasonably deem necessary to maintain its undiminished fee interest therein and to deny any assertion or claim of any prescriptive rights or public use by any other party.

8. Indemnification. Section 3 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

As a contractual condition and material consideration of this Right-of-Way and Easement Grant, each Party ("**Indemnifying Party**") hereby agrees to indemnify, defend and hold harmless the other Party ("**Indemnified Party**"), for, from and against all claims, causes of action, losses, damages, expenses (including, without limitation, attorneys' fees), liabilities and judgments, arising from or relating to any failure to timely and properly perform the Indemnifying Party's obligations under this Right-of-Way and Easement Grant; provided, however, the Indemnifying Party does not indemnify the Indemnified Party from and against any injury, loss of life, or damage which is caused by the gross negligence or intentional misconduct of the Indemnified Party or the Indemnified Party's employees, servants and agents. The Indemnifying Party's obligations with respect to indemnification hereunder shall remain effective notwithstanding the possible termination of this Right-of-Way and Easement Grant.

9. Grant of Additional Easement. Without limiting the easement conveyed in the Original Agreement, the Original Agreement is hereby amended to include the following grant of easement:

Mr. Lee, with respect to the Additional Mr. Lee Property, and New Millennium with respect to the New Millennium Property, do hereby grant to Intermountain, its successors, assigns, invitees, and guests, for the benefit of the Grantor's Property, a non-exclusive twenty-four feet (24') wide right-of-way and easement sufficient for two-way vehicular ingress and egress over and through a portion of the Additional Mr. Lee Property and New Millennium Property, respectively, to 4000 West (the "**Intermountain Easement**"), as generally depicted on Exhibit I.

"Exhibit I" is attached hereto and incorporated herein by this reference.

10. **Maintenance.** Notwithstanding anything to the contrary in the Easement Agreement, the Parties desire now to clarify each Party's maintenance and repair obligations with respect to the Road Property, which obligations are as follows:

10.1. **Intermountain's Maintenance Obligations.** Subject to Mr. Lee's reimbursement obligation below, Intermountain shall maintain and repair, at its sole cost and expense, the roadway, sidewalks, curbs, and asphalt within the Road Property: (A) to standards required by any applicable municipal/government authorities (including without limitation, snow and ice removal, etc.); and (B) in a first-class condition and acceptable manner such that Mr. Lee and New Millennium may utilize the Road Property as set forth in the Easement Agreement (as modified herein). Notwithstanding the foregoing, Mr. Lee shall reimburse Intermountain Fifty Percent (50%) of all reasonable and actual out of pocket costs and expenses that Intermountain incurs in performing Intermountain's responsibilities in this Section 9.1 ("**Intermountain's Maintenance Costs**"). Notwithstanding the foregoing, Mr. Lee shall not reimburse Intermountain for costs and expenses Intermountain incurs in snow and ice removal. In connection with each payment made, or to be made, for payment of Intermountain's Maintenance Costs, Intermountain shall provide Mr. Lee a monthly invoice setting forth in reasonable detail (i) the work performed on the Road Property, (ii) the total amount of Intermountain's Maintenance Costs with respect to the Road Property, and (iii) an allocation of the total amount to be paid among each Party for Intermountain's Maintenance Costs (collectively, the "**Maintenance Verification Materials**"). If no objection is made to the Maintenance Verification Materials, then Mr. Lee shall deliver its reimbursement payment to Intermountain within fifteen (15) business days of receipt of the Maintenance Verification Materials. If Mr. Lee objects to any item set forth in the Maintenance Verification Materials, Mr. Lee must provide Intermountain written notice of its objection within five (5) business days of receipt of the Maintenance Verification Materials (the "**Objection Notice**"). Within five (5) business days after delivery of the Objection Notice, Mr. Lee and Intermountain shall meet and in good faith resolve all objections set forth in the Objection Notice. If an Objection Notice is delivered and the Parties are unable to resolve their dispute within thirty (30) days following delivery of the Objection Notice, the Parties shall meet with a mediator in an effort to mediate their dispute. Any mediator selected or appointed under this Agreement shall be an independent party, and, unless otherwise agreed by the Parties, shall have a minimum of ten (10) years of experience as an attorney and at least five (5) years of experience as a mediator. If the Parties are unable to resolve their dispute via mediation, the Parties shall have available to them those remedies set forth in the Easement Agreement.

10.2. **Mr. Lee Maintenance Obligations.** Mr. Lee shall maintain and repair, at its sole cost and expense, all landscaping, including, without limitation, irrigation and related facilities, located (i) in the median located in the Road Property, and (ii) on the western portion of the Road Property: (A) to standards required by any applicable municipal/government authorities; and (B) in a first-class condition and acceptable manner such that Intermountain may utilize the Road Property as set forth in the Easement Agreement (as modified herein); provided, however, Intermountain shall reimburse Mr. Lee for fifty percent (50%) of all reasonable, actual costs incurred by Mr. Lee in replacing dead landscaping or damaged irrigation improvements.

11. **Notice.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) three (3) days after deposit in the United States mail in a sealed envelope, either certified or registered mail, postage prepaid, return receipt requested. All notices shall be given to the Parties at the addresses set forth below, or at such other address as the Parties may designate by written notice in the above manner:

Intermountain's Notice
Address:

IHC Health Services, Inc.,
36 South State Street, 22nd Floor
Salt Lake City, Utah 84111
Attn: Corporate Real Estate Director

Mr. Lee's Notice Address:

JMYL Development
Attn: Jack Lee
11855 Goshen Ave. #103
Los Angeles, CA 90049

New Millennium's Notice
Address:

Global New Millennium Partners, LTD.
4415 State Highway 6
Sugarland, TX 77478

DH 1's Notice Address:

DH 1 Henderson LLC
789 Amigos Way
Newport Beach, CA 92660

Team West's Notice
Address:

Team West, LLC
6454 Forester Drive
Huntington Beach, CA 92648

12. Binding Agreement. This Second Amendment shall be binding upon and shall inure to the benefit of the parties hereto and its respective successors, assigns, heirs, executors, and legal representatives.

13. Recordation. The parties hereby authorize the recordation of this Second Amendment in the official records of the Salt Lake County Recorder.

14. Authority. The person or persons executing this Second Amendment hereby acknowledge that he or she (i) has the requisite authority to execute this Second Amendment on behalf of the entity for which he or she will sign, and (ii) hereby executes this Second Amendment with said authority.

15. Counterparts. This Second Amendment may be executed in any number of counterparts, provided each counterpart is identical in its terms. Each such counterpart, when executed and delivered will be deemed to be an original, and all such counterparts shall be deemed to constitute one and the same instrument. For convenience in recording, signature pages from multiple counterparts may be detached from their counterparts and attached to a single counterpart to be recorded.

[Signature Page Follows]

IN WITNESS WHEREOF, Mr. Lee has executed this Second Amendment as of the Effective Date first above written.

MING YANG LEE, a/k/a JACK LEE

By: J. L. Lee 2/27/2017

Name: Ming Yang Lee (AKA Jack Lee)

Its: as an individual

STATE OF _____)

: ss.

COUNTY OF _____)

On this 1 day of February, 2017, personally appeared before me MING YANG LEE, a/k/a JACK LEE, who being by me duly sworn, did say that he is the person whose name is subscribed to the foregoing instrument.

NOTARY PUBLIC

See Attached Acknowledgment

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On 6/11/17 before me, Sydney Roberts Zapiec, Notary Public
(Here insert name and title of the officer)

personally appeared Ming Yang Lee a/k/a Jack Lee, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

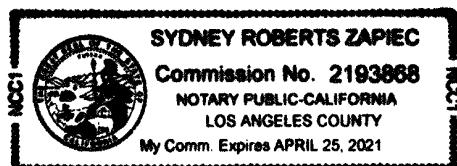
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sydney Roberts Zapiec

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Second Amendment to Right of Way & Easement Grant
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

IN WITNESS WHEREOF, Intermountain has executed this Second Amendment as of the Effective Date first above written.

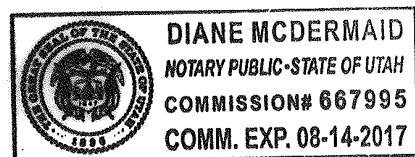
IHC HEALTH SERVICES, INC.,
a Utah nonprofit corporation

By: Clay Ashdown
Its: V.P.

STATE OF Utah)
:ss
COUNTY OF Salt Lake)

On this 10 day of May, 2017, personally appeared before me
Clay Ashdown, known or satisfactorily proved to me to be the V.P. of IHC HEALTH
SERVICES, INC., a Utah nonprofit corporation, who acknowledged to me that she signed the foregoing
instrument as Vice President for said corporation.

Diane McDermaid
NOTARY PUBLIC



IN WITNESS WHEREOF, New Millennium has executed this Second Amendment as of the Effective Date first above written.

GLOBAL NEW MILLENNIUM PARTNERS, LTD., a Texas limited partnership

By: Ali Dhanani

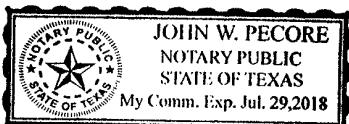
Name: Ali Dhanani

Its: DIRECTOR

STATE OF TX)
COUNTY OF FT BEND)
ss

On this 17th day of July, 2017, personally appeared before me Ali Dhanani, known or satisfactorily proved to me to be the DIRECTOR of GLOBAL NEW MILLENNIUM PARTNERS, LTD., a Texas limited partnership, who acknowledged to me that he/she signed the foregoing instrument as DIRECTOR for said corporation.

Tell W. Rose
Notary Public for the State of TEXAS



IN WITNESS WHEREOF, Team West has executed this Second Amendment as of the Effective Date first above written.

TEAM WEST, LLC,
a California limited liability company

By: John Vlach
Name: Henry Vlach

Its: Monash

STATE OF California)
COUNTY OF Orange)

On this 31 day of July, 2017, personally appeared before me Jason Allen Davis, known or satisfactorily proved to me to be the Manager of TEAM WEST, LLC, a California limited liability company, who acknowledged to me that he/she signed the foregoing instrument as _____ for said corporation.

Please see attachment
Notary Public for the State of California

Agreed and Consented to:

DH 1:

DH 1 HENDERSON LLC,
a California limited liability company

By: J. Z. Ata M. J. Lee
Name: Bing Yang Lee (aka Jack Lee)
Its: Principal

STATE OF _____)
:ss
COUNTY OF _____)

On this _____ day of _____, 2017, personally appeared before me _____, known or satisfactorily proved to me to be the _____ of DH 1 HENDERSON LLC, a California limited liability company, who acknowledged to me that he/she signed the foregoing instrument as _____ for said corporation.

Notary Public for the State of _____

See Attached Acknowledgment

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On 6/11/17 before me, Sydney Roberts Zapiec, Notary Public,
(Here insert name and title of the officer)

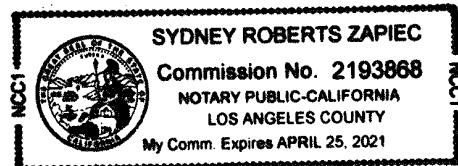
personally appeared Ming Yang Lee a/k/a Jack Lee, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sydney Roberts Zapiec
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Second Amendment to Right of Way & Easement Grant
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT A

(Description of Original Road Property)

Real property located in Salt Lake County, State of Utah, more particularly described as follows:

A tract of land situated in the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

Beginning on the South line of 4700 South Street at a point North 89°58'12" East 800.93 feet along the section line and South 0°01'48" East 53.00 feet from the Northwest corner of said Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°58'12" East along said South line 60.00 feet; thence South 0°04'02" West 320.00 feet; thence South 89°58'12" West 60.00 feet; thence North 0°04'02" East 320.00 feet to the point of beginning.

EXHIBIT B

(Description of Original Benefitted Mr. Lee Property)

Real property located in Salt Lake County, State of Utah, more particularly described as follows:

Beginning at a point on the North line of Section 8, T2S, R1W, SLB&M, said point being 576.50 feet East from the Northwest corner of Section 8 and running thence East 225.0 feet; thence South 373.0 feet; thence West 125.0 feet; thence South 598 .0 feet to the North line of the Salt Lake and Utah Canal; thence Northwesterly along said north line of the Canal, 138.0 feet more or less; thence North, 876.0 feet to the point of beginning;

EXHIBIT C

(Description of Additional Mr. Lee Property)

Real property located in Salt Lake County, State of Utah, more particularly described as follows:

Parcel 1

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South Line of 4700 South Street located 214.40 feet North 89°58'12" East along the Section Line, and 53.00 feet South 0°01'48" East from the Northwest Corner of said Section 8; and running thence South 0°01'48" East 182.00 feet; thence North 89°58'12" West 191.84 feet to the Easterly Line of 4000 West Street; thence Northeasterly along the arc of a 1472.69 foot radius curve to the left a distance of 182.89 feet (Center bears North 81°11'50" West, Central Angle equals 7°06'56" and Long Chord bears North 5°14'42" East 182.77 feet) along said Easterly Line of 4000 West Street to the South Line of 4700 South Street; thence North 89°58'12" East 175.04 feet along said South Line of 4700 South Street to the point of beginning.

**Contains 33,040 sq. ft.
or 0.759 acre**

Parcel 2

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South Line of 4700 South Street located 214.40 feet North 89°58'12" East along the Section Line, and 53.00 feet South 0°01'48" East from the Northwest Corner of said Section 8; and running thence North 89°58'12" East 241.00 feet along said South Line; thence South 0°01'48" East 55.38 feet; thence South 16°15'21" West 32.53 feet; thence South 38°08'46" West 88.72 feet; thence South 3°34'12" West 27.03 feet; thence North 86°25'48" West 21.11 feet; thence South 89°58'12" West 154.28 feet; thence North 0°01'48" West 182.00 feet to the South Line of 4700 South Street and the point of beginning.

**Contains 39,524 sq. ft.
or 0.907 acre**

Parcel 3

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South Line of 4700 South Street located 604.23 feet North 89°58'12" East along the Section Line, and 53.00 feet South 0°01'48" East from the Northwest Corner of said Section 8; and running thence South 0°01'48" East 139.00 feet; thence North 89°58'12" East 19.50 feet; thence South 0°01'48" East 55.74 feet; thence South 89°58'12" West 52.54 feet; thence North 86°25'48" West 181.81 feet; thence North 3°34'12" East 27.03 feet; thence North 38°08'46" East 88.72 feet; thence North 16°15'21" East 32.53 feet; thence North 0°01'48" West 55.38 feet to the South Line of 4700 South Street; thence North 89°58'12" East 148.83 feet along said South Line to the point of beginning.

**Contains 34,224 sq. ft.
or 0.786 acre**

Parcel 5

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point located 801.02 feet North 89°58'12" East along the Section Line, and 247.74 feet South 0°04'02" West from the Northwest Corner of said Section 8; and running thence South 0°04'02" West 300.77 feet; thence North 89°53'09" West 123.59 feet; thence South 0°01'48" East 421.80 feet to a point on the North Line of the Salt Lake and Utah Canal; thence North 47°10'07" West 130.21 feet along said North Line; thence South 0°10'20" East 65.93 feet to a point on the Southerly Line of the Salt Lake and Utah Canal and also the Northerly Line of the Southridge Subdivision Phase 3; thence North 47°50'38" West 260.71 feet along said Northerly Line to the Northeast Corner of Lot 55 of the Southridge Subdivision Phase 5; thence North 42°45'38" West 406.09 feet along said Northerly Line and said Line extended; thence North 43°45'52" East 149.83 feet; thence North 0°01'48" West 47.87 feet; thence North 89°58'12" East 31.22 feet; thence North 0°01'48" West 82.96 feet; thence North 89°58'12" East 121.27 feet; thence South 86°25'48" East 202.91 feet; thence North 89°58'12" East 229.41 feet to the point of beginning.

**Contains 306,299 sq. ft.
or 7.032 acres**

Parcel 6

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point located 112.49 feet North 89°58'12" East along the Section Line, and 473.99 feet South 0°01'48" East from the Northwest Corner of said Section 8; and running thence North 42°45'38" West 11.54 feet; thence North 49°48'20" West 139.16 feet to the Easterly Line of 4000 West Street; thence along said Easterly Line the following two courses: North 9°48'00" East 117.04 feet; and Northeasterly along the arc of a 1472.69 foot radius curve to the left a distance of 25.67 feet (Center bears North 80°11'55" West, Central Angle equals 0°59'55" and Long Chord bears North 9°18'07" East 25.67 feet); thence North 89°58'12" East 224.85 feet; thence South 0°01'48" East 82.96 feet; thence South 89°58'12" West 31.22 feet; thence South 0°01'48" East 47.87 feet; thence South 43°45'52" West 149.83 feet to the point of beginning.

**Contains 41,608 sq. ft.
or 0.955 acre**

EXHIBIT D

(Description of New Millennium Property)

Real property located in Salt Lake County, State of Utah, more particularly described as follows:

Parcel 4

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South Line of 4700 South Street located 801.02 feet North 89°58'12" East along the Section Line, and 60.74 feet South 0°04'02" West from the Northwest Corner of said Section 8; and running thence South 0°04'02" West 187.00 feet; thence South 89°58'12" West 176.87 feet; thence North 0°01'48" West 55.74 feet; thence South 89°58'12" West 19.50 feet; thence North 0°01'48" West 139.00 feet to the South Line of 4700 South Street; and running thence along said South Line the following two courses: North 89°58'12" East 62.79 feet; and South 86°43'17" East 134.12 feet to the point of beginning.

**Contains 36,668 sq. ft.
or 0.842 acre**

EXHIBIT E

(Description of Team West Property)

Real property located in Salt Lake County, State of Utah, more particularly described as follows:

Parcel 2

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South Line of 4700 South Street located 214.40 feet North 89°58'12" East along the Section Line, and 53.00 feet South 0°01'48" East from the Northwest Corner of said Section 8; and running thence North 89°58'12" East 241.00 feet along said South Line; thence South 0°01'48" East 55.38 feet; thence South 16°15'21" West 32.53 feet; thence South 38°08'46" West 88.72 feet; thence South 3°34'12" West 27.03 feet; thence North 86°25'48" West 21.11 feet; thence South 89°58'12" West 154.28 feet; thence North 0°01'48" West 182.00 feet to the South Line of 4700 South Street and the point of beginning.

Contains 39,524 sq. ft.

or 0.907 acre

EXHIBIT F

(New Description and Depiction of the Road Property)

Real property located in Salt Lake County, State of Utah, more particularly described as follows:

Beginning at a point on the South Side of 4700 South Street, said point being North 89°58'12" East 801.02 feet and South 0°04'02" West 60.79 feet from the Northwest Corner of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 86°43'18" East 60.094 feet along said South Line; thence South 0°04'02" West 484.40 feet; thence North 89°53'09" West 60.00 feet; thence North 0°04'02" East 487.72 feet to the point of beginning.

EXHIBIT F (cont.)

(Depiction of Road Property)

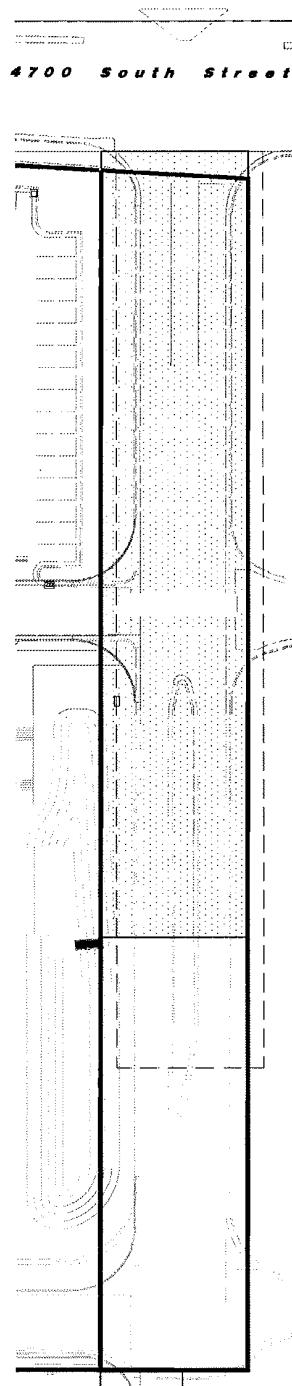


EXHIBIT G

(New Description and Depiction of the Benefitted Property)

Real property located in Salt Lake County, State of Utah, more particularly described as follows:

Parcel 1

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South Line of 4700 South Street located 214.40 feet North 89°58'12" East along the Section Line, and 53.00 feet South 0°01'48" East from the Northwest Corner of said Section 8; and running thence South 0°01'48" East 182.00 feet; thence North 89°58'12" West 191.84 feet to the Easterly Line of 4000 West Street; thence Northeasterly along the arc of a 1472.69 foot radius curve to the left a distance of 182.89 feet (Center bears North 81°11'50" West, Central Angle equals 7°06'56" and Long Chord bears North 5°14'42" East 182.77 feet) along said Easterly Line of 4000 West Street to the South Line of 4700 South Street; thence North 89°58'12" East 175.04 feet along said South Line of 4700 South Street to the point of beginning.

**Contains 33,040 sq. ft.
or 0.759 acre**

Parcel 2

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South Line of 4700 South Street located 214.40 feet North 89°58'12" East along the Section Line, and 53.00 feet South 0°01'48" East from the Northwest Corner of said Section 8; and running thence North 89°58'12" East 241.00 feet along said South Line; thence South 0°01'48" East 55.38 feet; thence South 16°15'21" West 32.53 feet; thence South 38°08'46" West 88.72 feet; thence South 3°34'12" West 27.03 feet; thence North 86°25'48" West 21.11 feet; thence South 89°58'12" West 154.28 feet; thence North 0°01'48" West 182.00 feet to the South Line of 4700 South Street and the point of beginning.

**Contains 39,524 sq. ft.
or 0.907 acre**

Parcel 3

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South Line of 4700 South Street located 604.23 feet North 89°58'12" East along the Section Line, and 53.00 feet South 0°01'48" East from the Northwest Corner of said Section 8; and running thence South 0°01'48" East 139.00 feet; thence North 89°58'12" East 19.50 feet; thence South 0°01'48" East 55.74 feet; thence South 89°58'12" West 52.54 feet; thence North 86°25'48" West 181.81 feet; thence North 3°34'12" East 27.03 feet; thence North 38°08'46" East 88.72 feet; thence North 16°15'21" East 32.53 feet; thence North 0°01'48" West 55.38 feet to the South Line of 4700 South Street; thence North 89°58'12" East 148.83 feet along said South Line to the point of beginning.

**Contains 34,224 sq. ft.
or 0.786 acre**

Parcel 4

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South Line of 4700 South Street located 801.02 feet North 89°58'12" East along the Section Line, and 60.74 feet South 0°04'02" West from the Northwest Corner of said Section 8; and running thence South 0°04'02" West 187.00 feet; thence South 89°58'12" West 176.87 feet; thence North 0°01'48" West 55.74 feet; thence South 89°58'12" West 19.50 feet; thence North 0°01'48" West 139.00 feet to the South Line of 4700 South Street; and running thence along said South Line the following two courses: North 89°58'12" East 62.79 feet; and South 86°43'17" East 134.12 feet to the point of beginning.

**Contains 36,668 sq. ft.
or 0.842 acre**

Parcel 5

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point located 801.02 feet North 89°58'12" East along the Section Line, and 247.74 feet South 0°04'02" West from the Northwest Corner of said Section 8; and running thence South 0°04'02" West 300.77 feet; thence North 89°53'09" West 123.59 feet; thence South 0°01'48" East 421.80 feet to a point on the North Line of the Salt Lake and Utah Canal; thence North 47°10'07" West 130.21 feet along said North Line; thence South 0°10'20" East 65.93 feet to a point on the Southerly Line of the Salt Lake and Utah Canal and also the Northerly Line of the Southridge Subdivision Phase 3; thence North 47°50'38" West 260.71 feet along said Northerly Line to the Northeast Corner of Lot 55 of the Southridge Subdivision Phase 5; thence North 42°45'38" West 406.09 feet along said Northerly Line and said Line extended; thence North 43°45'52" East 149.83 feet; thence North 0°01'48" West 47.87 feet; thence North 89°58'12" East 31.22 feet; thence North 0°01'48" West 82.96 feet; thence North 89°58'12" East 121.27 feet; thence South 86°25'48" East 202.91 feet; thence North 89°58'12" East 229.41 feet to the point of beginning.

**Contains 306,299 sq. ft.
or 7.032 acres**

Parcel 6

A part of the Northwest Quarter of Section 8, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point located 112.49 feet North 89°58'12" East along the Section Line, and 473.99 feet South 0°01'48" East from the Northwest Corner of said Section 8; and running thence North

42°45'38" West 11.54 feet; thence North 49°48'20" West 139.16 feet to the Easterly Line of 4000 West Street; thence along said Easterly Line the following two courses: North 9°48'00" East 117.04 feet; and Northeasterly along the arc of a 1472.69 foot radius curve to the left a distance of 25.67 feet (Center bears North 80°11'55" West, Central Angle equals 0°59'55" and Long Chord bears North 9°18'07" East 25.67 feet); thence North 89°58'12" East 224.85 feet; thence South 0°01'48" East 82.96 feet; thence South 89°58'12" West 31.22 feet; thence South 0°01'48" East 47.87 feet; thence South 43°45'52" West 149.83 feet to the point of beginning.

**Contains 41,608 sq. ft.
or 0.955 acre**

EXHIBIT G (cont.)

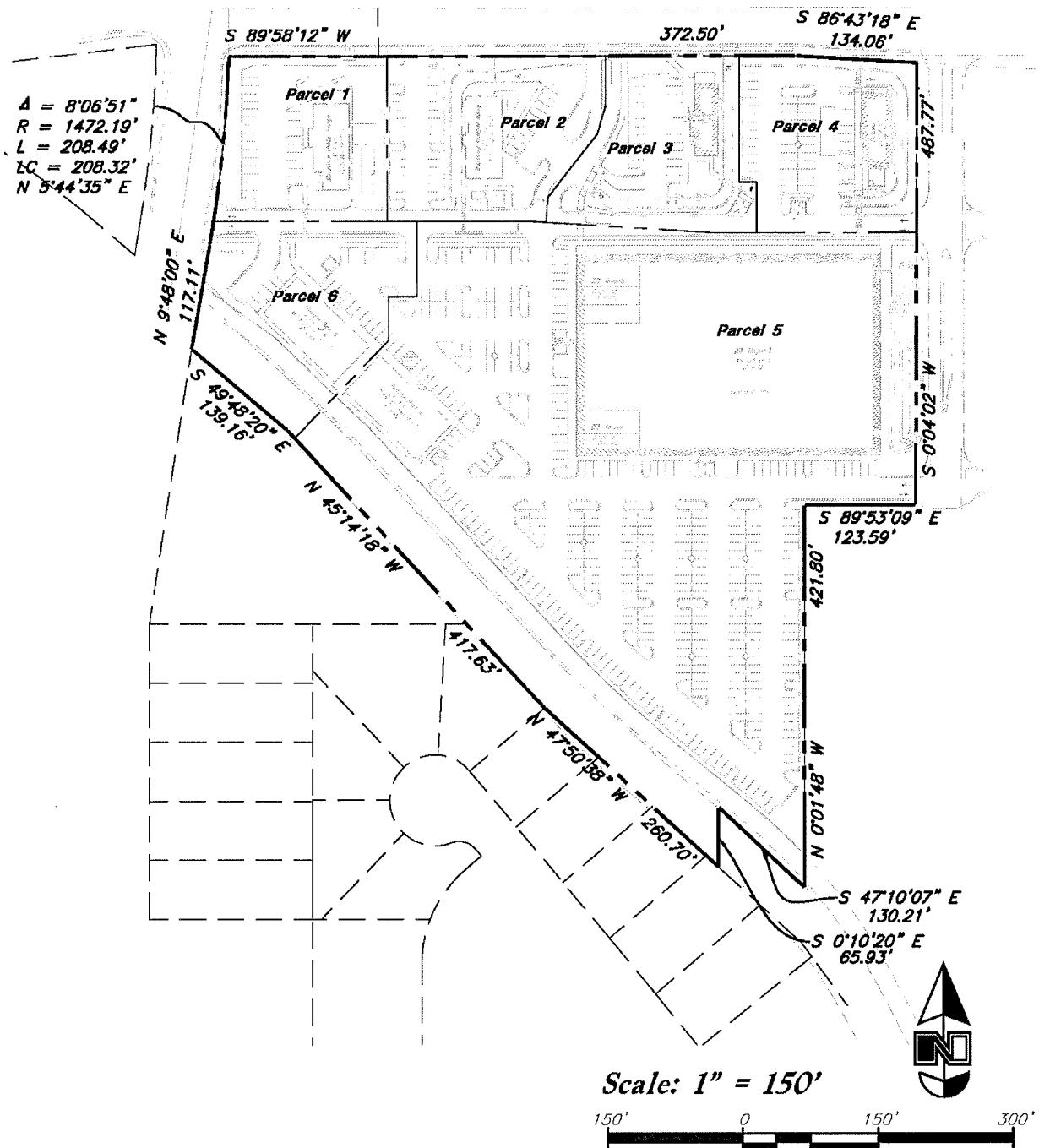


EXHIBIT H

(Description of Grantor Property)

Real property located in Salt Lake County, Utah, more particularly described as follows:

PARCEL 1:

BEGINNING AT A POINT WHICH IS NORTH 89°58'12" EAST 800.93 FEET AND SOUTH 0°01'48" EAST 60.324 FEET FROM THE NORTHWEST CORNER SECTION 8, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 86°43'18" EAST 212.51 FEET; THENCE NORTH 89°58'12" EAST 285 FEET; THENCE SOUTH 66°09'17" EAST 10.93 FEET MORE OR LESS; THENCE SOUTH 0°09'36" WEST 423.74 FEET; THENCE SOUTH 10°40'02" EAST 96.50 FEET; THENCE SOUTH 0°13'22" WEST 26.96 FEET MORE OR LESS; THENCE SOUTH 89°58'12" WEST 455.43 FEET; THENCE NORTH 0°01'48" WEST 250.03 FEET; THENCE SOUTH 89°58'12" WEST 66.6 FEET; THENCE NORTH 0°04'02" EAST 312.76 FEET TO THE POINT OF BEGINNING.

CONTAINS 6.08 ACRES MORE OR LESS.

Tax Parcel No. 21-08-101-022-0000

PARCEL 2:

BEGINNING AT A POINT WHICH IS NORTH 89°58'12" EAST 801.02 FEET AND SOUTH 0°04'02" WEST 372.5 FEET FROM THE NORTHWEST CORNER SECTION 8, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 0°04'02" WEST 176.01 FEET; THENCE NORTH 89°53'09" WEST 123.59 FEET; THENCE SOUTH 0°01'48" EAST 492.621 FEET MORE OR LESS; THENCE SOUTH 36°12'38" EAST 72.89 FEET; THENCE SOUTH 26°21'38" EAST 254.23 FEET; THENCE SOUTH 37°05'56" EAST 89.02 FEET; THENCE SOUTH 55°37'14" EAST 127.45 FEET; THENCE SOUTH 64°32'56" EAST 69.73 FEET; THENCE SOUTH 64°32'56" EAST 137.15 FEET; THENCE SOUTH 50°25'45" EAST 20 FEET; THENCE NORTH 36°46' 07" EAST 50.06 FEET; THENCE SOUTH 89°49'36" EAST 94.39 FEET MORE OR LESS; THENCE NORTH 0°13'22" EAST 909.38 FEET; THENCE SOUTH 89°58'12" WEST 455.428 FEET MORE OR LESS; THENCE NORTH 0°01'48" WEST 250.03 FEET; THENCE SOUTH 89°58'12" WEST 66.6 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINS 12.24 ACRES MORE OR LESS.

Tax Parcel No. 21-08-101-020-0000

EXHIBIT I

(Depiction of Intermountain Easement)

Real property located in Salt Lake County, State of Utah, more particularly described as follows:

