

After recording return to:
CJO-RMJ, LLC
2230 N University Pkwy Bldg 6C
Provo, UT 84604

12636601
10/13/2017 4:50:00 PM \$47.00
Book - 10608 Pg - 9229-9244
ADAM GARDINER
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE UT CO
BY: eCASH, DEPUTY - EF 16 P.

TAX ID:

27-20-402-022-0000, 27-20-402-023-0000,
27-20-402-024-0000, 27-20-402-025-0000,
27-20-402-026-0000, 27-20-402-027-0000,
27-20-402-028-0000

ROADWAY CONSTRUCTION, EASEMENT AGREEMENT AND USE RESTRICTION

THIS ROADWAY CONSTRUCTION, EASEMENT AGREEMENT AND USE RESTRICTION (this "Agreement") is executed this 11 day of October 2017, by and between CJO-RMJ, LLC ("CJO"), Freiss Development Group, LLC ("Freiss"), and Drew and Ann Dockstader ("Dockstader") (each a "Party" and collectively the "Parties")

R E C I T A L S

A. WHEREAS, CJO is the owner of those certain parcels of real property located in Salt Lake City, Utah, more particularly described on the subdivision plat attached hereto as **Exhibit A** (the "Plat") as Lots 101, 102 and 104, and legally described on **Exhibit B** attached hereto.

B. WHEREAS, Freiss is the owner of those certain parcels described on the Plat as Lots 105 and 106, and legally described on **Exhibit B** attached hereto.

C. WHEREAS, Dockstader is the owner of Lot 103 as described on the Plat, and legally described on **Exhibit B** attached hereto.

D. WHEREAS, the Parties desire to cause certain roadway improvements to be constructed and maintained within the Development and to grant each other an access easement over said roadway improvements as set forth herein.

E. WHEREAS, the Development is subject to that certain development agreement dated May 15, 2014 by and between the City of South Jordan and Freiss (the "Development Agreement"), and the Parties desire to memorialize and restate herein certain use restrictions outlined in the Development Agreement pertaining to business hours of operation.

NOW, THEREFORE, in consideration of the foregoing, the Parties agreed as follows:

1. **GENERAL DEFINITIONS.** The following terms shall have the definitions ascribed to them below:

1.1 "Development" means Lots 101, 102, 103, 104, 105 and 106.

1.2 **“Easement Area”** are comprised of those certain access and drive lanes identified on the Plat as the Loma Vista Drive Private Access Easement and the Access Drive Private Access Easement.

1.3 **“Improvements”** are any roadway, utility, curb, gutter, sideway and other improvements within the Easement Area.

1.4 **“Lot”** is any Lot within the Development.

1.5 **“Maintenance Costs”** is any costs and expenses incurred to keep and maintain the Easement Area in good condition, repair and replacement, as more fully described in Section 3.1 below, including a reserve account for future capital expenditures.

1.6 **“Maintenance Director”** is the person charged with maintaining the Easement Area pursuant to the terms of this Agreement.

1.7 **“Owner”** is the record holder of fee simple title to a Lot (including its heirs, personal representatives, successors and assigns).

1.8 **“person”** is an individual, partnership, firm, association, corporation, limited liability company, trust, governmental agency, administrative tribunal or any other form of business or legal entity.

1.9 **“Proportionate Share”** of an Owner shall be obtained by multiplying the Maintenance Costs by a fraction, the numerator of which shall be the square footage of the buildings located on each Owner’s Lot (as set forth on the public records from time-to-time), and the denominator of which shall be the square footage of all the buildings within the Development. Provided, however, that until such time as an Owner develops such Owner’s Lot, said Owner shall be assessed a minimum Proportionate Share which shall be reasonably determined by the Maintenance Director.

2. EASEMENT

2.1 **Grant of Easement.** Subject to any express conditions, limitations or reservations contained herein, the Parties hereby grant to one another, for the benefit of each Lot within the Development, an easement for reasonable access, ingress and egress over and across the Easement Area, so as to provide for the passage of motor vehicles and pedestrians, and to and from all abutting streets or rights of way furnishing access to such Lots. the following non-exclusive easements:

2.2 **Use of Easement Area.** The Easement Area is hereby reserved for the non-exclusive use of all Owners of the Lots, their tenants, subtenants and licensees, and the contractors, employees, agents, licensees and invitees of such Owners, tenants, subtenants and licensees. The Easement Area may be used for vehicular ingress and egress and pedestrian traffic, and for no other purpose. No buildings, structures or other obstructions shall be placed in the Easement Area, and no vehicles may be parked (even temporarily) in the Easement Area. Maintenance Director shall have the right to remove any such obstructions and tow any vehicles parked in the Easement Area without notice. The Easement Area may not be closed off, blocked, or moved without the prior written approval of the Owners. Provided, however, that the Maintenance Director may temporarily

close off the Easement Area for purposes of preventing a public dedication, so long as Maintenance Director provides the Owners with advanced notice of said temporary closure and that such closure only occurs as frequently and for the duration as required by law to prevent said dedication.

2.3 Initial Construction of Easement Area. The Owner of Lot 101, at said Owner's sole cost and expense, shall be responsible for the initial design, permitting and construction of the Improvements within the Easement Area, which improvements shall be constructed in accordance with construction plans permitted by the City of South Jordan. The Owner of Lot 101 shall cause said initial Improvements to be constructed in conjunction with the development of Lot 101. |

3. MAINTENANCE OF EASEMENT AREA

3.1 Maintenance by Maintenance Director

(a) The Maintenance Director shall be responsible for: (i) maintaining, repairing and resurfacing, when necessary, in a level, smooth and evenly covered condition with the type of surfacing material originally installed, or such substitute as shall in all respects be equal or superior in quality, use and durability, all paved and hard surfaces lying within the Easement Area; (ii) performing all other necessary maintenance pertaining to the Easement Area, including, but not limited to snow removal and lot sweeping, in order to maintain the Easement Area in good condition and repair, and (iii) all reasonable expenses incurred for labor, services, equipment, supplies and materials in connection with the duties of the Maintenance Director. The initial Maintenance Director shall be the Owner of Lot 101. Provided, however, that the Owner of Lot 101 may contract with a property management company to manage the obligations under this Section 3.1(a) and in such event the property management fee shall be included as a Maintenance Cost, provided that the same is reasonable and at fair market value.

(b) Each Owner shall pay the Maintenance Director its Proportionate Share of the Maintenance Costs. Owner's Proportionate Share of the Maintenance Costs shall be computed on the basis of the immediate preceding period of twelve (12) consecutive calendar months, or as designated by the Maintenance Director, and estimated payments toward the same shall be made by each Owner in equal installments in advance on the first day of each calendar month in an amount to be established by the Maintenance Director. Following the end of each twelve (12) month period, Maintenance Director shall furnish to each Owner a statement showing the actual Maintenance Cost for the preceding period and any adjustments to be made as a result of such statement. If the statement shows that an Owner owes a deficiency, such Owner shall promptly (not to exceed ten (10) days from the date that the Maintenance Director notifies the Owner of the deficiency amount) remit the amount of such deficiency to the Maintenance Director. In the case of a surplus, the Maintenance Director may either apply any surplus to any payments next falling due from an Owner or deposit said surplus into a reserve account for future capital expenses. In no event shall the Maintenance Director be obligated to pay any expenses on behalf of an Owner out of its own funds, and in the event the monthly payments are insufficient to cover the current Maintenance Costs, the Maintenance Director shall have the right to increase the monthly payments accordingly, and/or to invoice each Owner for such Owner's Proportionate Share of the additional Maintenance Costs, which invoice shall be paid by each Owner within ten (10) days of receipt. Maintenance Director shall reasonably estimate the monthly Maintenance Costs during the initial year of this Agreement.

(d) All amounts collected by the Maintenance Director hereunder shall be kept and maintained in a separate account and shall not commingle said account with any other funds. Any Owner may review the costs of services being provided by subcontractors and maintenance personnel, and the owners may work together to secure competitive bids for service to be performed in an effort to maximize value. Unless an Owner provides a written objection to the Maintenance Director within sixty (60) days after the Maintenance Director furnishes the Maintenance Costs statement, including a reasonably detailed explanation of why said Owner believes the statement is incorrect, each such statement shall be deemed conclusive, shall be final and binding on the Owners, and shall not thereafter be subject to review or challenge by any Owner. Any Owner, or its agent, shall also have the right, upon reasonable notice, to review the Maintenance Director's documentation corroborating actual Maintenance Costs charged.

3.2 **Indemnification and Insurance.**

(a) The Owner of each Lot hereby agrees to indemnify, defend and hold harmless the Maintenance Directors, other Owners and occupants of all other Lots from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property resulting from the negligent or willful act or omission of the indemnifying person, its tenants, subtenants, agents, contractors or employees, arising out of the performance of any of the obligations set forth in this Agreement, except to the extent caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

(b) Each Owner agrees to maintain, and/or cause to be maintained, at no cost to the other Owners, liability insurance insuring its interests against claims for personal injury, bodily injury, death and property damage with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than One Million Dollars (\$1,000,000.00) for total claims for any one occurrence. Such insurance shall, in addition, insure an Owner's indemnity obligations hereunder. The insurance limits in this Section shall be subject to increase from time to time by such amounts as the Owners may reasonably agree is necessary or desirable, as may be evidenced by the practice of similarly situated properties. The Owner of each Lot shall furnish the Owner of any other Lot with a certificate evidencing such insurance upon request. The insurance which an Owner is required to maintain hereunder may be provided under a blanket policy provided such policy otherwise complies with the requirements of this Agreement.

3.3 **Taxes.** Each Owner shall pay or cause to be paid directly to the tax collector when due the real property taxes and other special taxes and assessments assessed against the property owned by such Owner, including the portion of the Easement Area owned by such Owner. In the event an Owner fails at any time to pay or cause to be paid before delinquency its taxes or assessments on any portion of the Lot in which such Owner has a fee interest, and which may become a lien on any portion of the Easement Area, then any non-defaulting Owner may, upon thirty (30) days' written notice (unless a shorter period of time is necessary to prevent any taking or remedial action by the taxing authority), pay such taxes and/or assessment together with interest, penalties, and costs, and in any such event the Owner obligated to pay such taxes and/or assessment shall promptly reimburse the non-defaulting Owner for all such taxes and/or assessments, interest,

penalties, and other charges. Until such reimbursement has been made, the amount thereof shall constitute a lien and charge on the Lot of the defaulting Owner. Nothing contained herein, however, shall prevent the Owner of a Lot from paying its taxes under protest or challenging the validity or amount of an assessment so long as such Owner takes steps to prevent the delinquent taxes from becoming a lien on its Lot or the occurrence of a tax sale of such Lot.

4. USE RESTRICTIONS

4.1 Business Hour Restriction. For so long as the Development Agreement is in full force and effect, businesses located on Lots 103 and 104 shall be restricted in the hours of operation to no later than 10:00 pm Monday thru Thursday, and no later than 11:00 pm Friday, Saturday and Sunday.

4.2 Restaurant Hour Limitation. For so long as the Development Agreement is in full force and effect, no restaurant located within the Development shall operate 24 hours a day, and shall be subject to the business hour restrictions set forth in Section 4.1 above.

5. GENERAL PROVISIONS

5.1 Covenants Run With the Land. Each Restriction on each Lot shall be a burden on that Lot, shall be appurtenant to and for the benefit of the other Lots and each part thereof and shall run with the land.

5.2 Successors and Assigns.

(a) **Persons Bound.** This Agreement and the Restrictions created hereby shall inure to the benefit of and be binding upon the Owners, their heirs, successors, assigns and personal representatives, and upon any person acquiring a Lot, or any portion thereof, or any interest therein, whether by operation of law or otherwise. Notwithstanding the foregoing, if any Owner sells or transfers all or any portion of its interest in any Lot, such Owner shall, upon delivery of notice of said transfer to the other Owner, be released and discharged from all of its obligations as Owner in connection with the property sold by it arising under this Agreement after the sale and conveyance of title but shall remain liable for all obligations arising under this Agreement prior to the sale and conveyance of title. The new Owner of any such Lot or any portion thereof (including, without limitation, any Owner [or Lienholder] who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Agreement with respect to such Lot or portion thereof after the date of sale and conveyance of title.

5.3 Duration. The Easements granted and covenants provided for herein shall be perpetual in duration.

5.4 Injunctive Relief. In the event of any violation or threatened violation by any person of any of the Restrictions, any or all of the Owners of the property included within either Lot shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Agreement or provided by law.

5.5 Modification and Termination. This Agreement may not be modified in any respect whatsoever or terminated, in whole or in part, except with the mutual consent of the Owners of the Lots, and then only by written instrument duly executed and acknowledged by all of the required Owners and recorded in the office of the recorder of the county in which the Lots are located. No modification or termination of this Agreement shall affect the rights of any Lienholder unless the Lienholder consents in writing to the modification or termination.

5.6 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of either Lot to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Owners that this Agreement shall be strictly limited to and for the purposes herein expressed.

5.7 Breach Shall Not Permit Termination. No breach of this Agreement shall terminate this Agreement or entitle any Owner to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Agreement. Any breach of this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Agreement shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

5.8 Default.

(a) **Default.** A person shall be deemed to be in default of this Agreement only upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from any Owner specifying the particulars in which such person has failed to perform the obligations of this Agreement unless such person, prior to the expiration of said thirty (30) days (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default. However, such person shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such person is using good faith and its best efforts to rectify the particulars specified in the notice of default.

(b) **Lien Right.** If the defaulting party has defaulted in the payment of money to an Owner, the non-defaulting Owner, in addition to the other remedies provided by law, shall be entitled to interest on such amount at a rate equal to the lesser of: (i) the highest rate allowed by law; or (ii) the rate two percent (2%) above the prime rate as published in the Wall Street Journal commencing on the date such payment was due until paid in full, and such Owner shall be entitled to a lien against the Lot of the defaulting party for the amount of such unpaid interest. Such lien shall only be effective when filed of record by the non-defaulting Owner as a claim of lien against the Lot of the defaulting party in the office of the recorder of the county in which the Lots are located, signed and verified, which shall contain at least: (x) an itemized statement of all amounts due and payable pursuant hereto; (y) a description sufficient for identification of that portion of the real property of the defaulting Owner which is the subject of the lien; and (z) the name of the Owner or reputed Owner of the property which is the subject of the lien. The lien, when so established against the real property described in the lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of the filing of the lien. The lien shall be for the use and benefit of the non-defaulting

Owner and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

5.9 Notices.

(a) **Delivery.** All notices given pursuant to this Agreement shall be in writing and shall be given by email, fax, personal service, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address or fax number set forth below or as otherwise provided by any party upon written notice to the other party. If a notice must be given, such notice shall be sent to the person and address shown on the then current real property tax rolls of the county in which the Lots are located. The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

(b) **Receipt.** For the purpose of this Agreement, the term “receipt” shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of non-delivery by the sending party or in the case of a fax or email, , the date and time of receipt as shown on the confirmation of the fax or email transmission].

5.10 Waiver. The failure of a person to insist upon strict performance of any of the Restrictions contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the Restrictions contained herein by the same or any other person.

5.11 Attorney's Fees. In the event any Owner initiates or defends any legal action or proceeding in any way connected with this Agreement, the prevailing Owner in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing Owner in any such action or proceeding its reasonable costs and attorney's fees (including, without limitation, its reasonable costs and attorney's fees on any appeal). All such costs and attorney's fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

5.12 Severability. If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

5.13 Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Owners.

5.14 No Third Party Beneficiary Rights. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto, or a successor or assigns of such parties.

5.15 Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

5.16 Entire Agreement. This Agreement contains the entire agreement between the Owners and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Owner.

5.17 Construction. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

5.18 Joint and Several Obligations. In the event any Owner is composed of more than one (1) person or entity, the obligations of said Owner shall be joint and several.

5.19 Recordation. This Agreement shall be recorded in the office of the recorder of the county in which the Lots are located.

5.20 Non-Merger. Ownership of more than one Lot by the same Owner shall not result in the merger of the dominant and servient estates of such Owner created by this Agreement.

5.21 Appurtenance to Lots. The Easements created hereby are appurtenant to each of the Lots and may not be transferred, assigned, or encumbered, except as an appurtenance to such realty.

5.22 Exhibits. All exhibits referenced herein and attached hereto are incorporated herein by reference.

SIGNATURES ON FOLLOWING PAGES

EXECUTED as of the date first set forth above.

CJO-RMJ, LLC

a Utah limited liability company

By: Walter Openshaw
Name: Walter Openshaw, Member
Date: 10/11/17

By: Richard T. Jackson
Richard T. Jackson, Member

State of Utah)

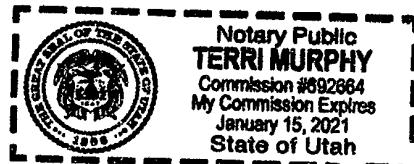
County of Utah)

On this 11 day of Oct, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Walter Openshaw, Member of CJO-RMJ, LLC, and to me known to be the individual that executed the foregoing instrument on behalf of said entity, and acknowledged under oath to me that he did execute the foregoing instrument on behalf of said entity.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires: 1/15/21

Terri Murphy
Notary Public



State of Utah)

County of Utah)

On this 11 day of Oct, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard T. Jackson, Member of CJO-RMJ, LLC, and to me known to be the individual that executed the foregoing instrument on behalf of said entity, and acknowledged under oath to me that he did execute the foregoing instrument on behalf of said entity.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires: 1/15/21



Notary Public



EXECUTED as of the date first set forth above.

Freiss Development Group, LLC

By: Howard Freiss
Name: Howard Freiss
Date: 10/12/17

STATE OF UTAH)
County of Salt Lake)
ss.)

On this 12th day of October, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Howard Freiss, manager of Freiss Development Group, LLC, and to me known to be the individual that executed the foregoing instrument on behalf of said company, and acknowledged under oath to me that s/he did execute the foregoing instrument on behalf of said company.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

MISSION EXP
9-28-20

Notary Public



EXECUTED as of the date first set forth above.

Freiss Development Group, LLC

By: Timothy Freiss
Name: Timothy Freiss
Date: 10-12-2017

STATE OF UTAH)
County of Salt Lake) ss.
)

On this 12th day of October, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy Freiss, manager of Freiss Development Group, LLC, and to me known to be the individual that executed the foregoing instrument on behalf of said company, and acknowledged under oath to me that s/he did execute the foregoing instrument on behalf of said company.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

9-08-10

Lori Pilis
Notary Public



EXECUTED as of the date first set forth above.

Freiss Development Group, LLC

By: 
Name: David P. Freiss
Date: 10/17/17

STATE OF UTAH)
County of Salt Lake) ss.

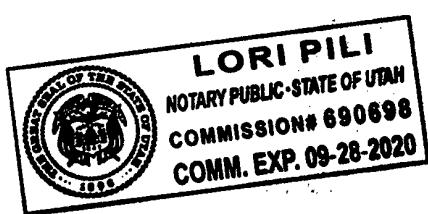
On this 12th day of October, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared David P. Freiss, manager of Freiss Development Group, LLC, and to me known to be the individual that executed the foregoing instrument on behalf of said company, and acknowledged under oath to me that s/he did execute the foregoing instrument on behalf of said company.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

9-28-20


Notary Public



EXECUTED as of the date first set forth above.

By: Drew Dockstader
Name: Drew Dockstader

Date: 10/12/17

By: Ann M. Dockstader
Name: Ann Dockstader

Date: Oct. 12, 2017

STATE OF UTAH)
County of Salt Lake) ss.
)

On this 12th day of October, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Drew and Ann Dockstader, and to me known to be the individuals that executed the foregoing instrument, and acknowledged under oath to me that they did execute the foregoing instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

9-28-20



Notary Public



EXHIBIT A
PLAT

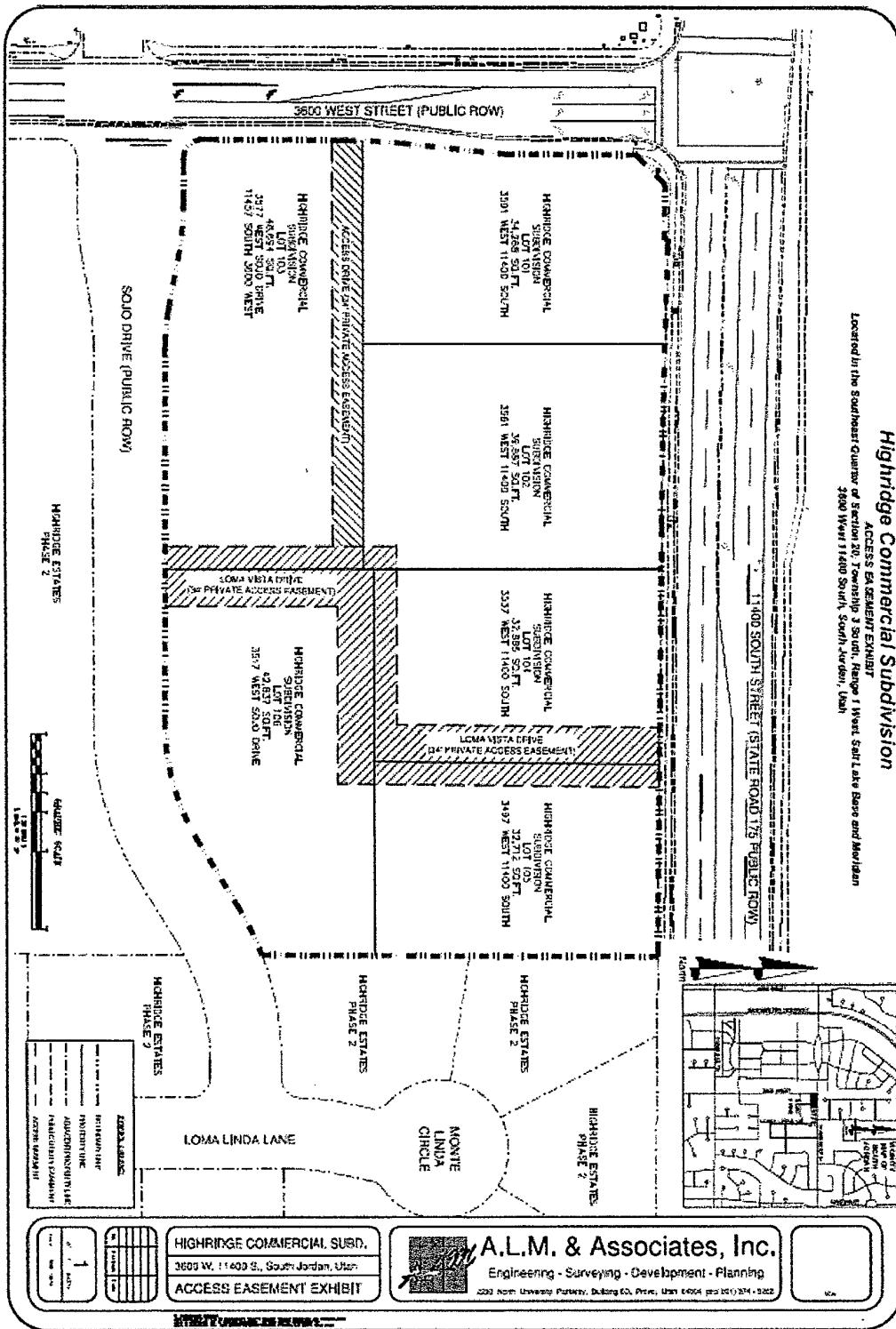


EXHIBIT B
LEGAL DESCRIPTION OF LOTS

PARCEL 1:

LOT 101, HIGHRIDGE COMMERCIAL SUBDIVISION, AMENDING LOTS 1-3 OF HIGHRIDGE ESTATES PHASE 2 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

PARCEL 2:

LOT 102, HIGHRIDGE COMMERCIAL SUBDIVISION, AMENDING LOTS 1-3 OF HIGHRIDGE ESTATES PHASE 2 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

PARCEL 3:

LOT 103, HIGHRIDGE COMMERCIAL SUBDIVISION, AMENDING LOTS 1-3 OF HIGHRIDGE ESTATES PHASE 2 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

LESS AND EXCEPTING: BEGINNING NORTHEAST CORNER SUBDIVISION LOT 103; THENCE SOUTH 110.83 FEET MORE OR LESS; THENCE NORTHWESTERLY ALONG 270 FEET RADIUS CURVE TO THE LEFT, 108.79 FEET (CHORD TO THE NORTH 11°32'33" WEST); THENCE NORTHWESTERLY ALONG 235 FEET RADIUS CURVE TO THE LEFT, 5.36 FEET (CHORD TO THE NORTH 22°25'54" WEST); THENCE EAST 23.66 FEET MORE OR LESS TO BEGINNING.

PARCEL 4:

BEGINNING NORTHEAST CORNER LOT 103, HIGHRIDGE COMMERCIAL SUBDIVISION, AMENDING LOTS 1-3 OF HIGHRIDGE ESTATES PHASE 2 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE SOUTH 110.83 FEET MORE OR LESS; THENCE NORTHWESTERLY ALONG 270 FEET RADIUS CURVE TO THE LEFT, 108.79 FEET (CHORD TO THE NORTH 11°32'33" WEST); THENCE NORTHWESTERLY ALONG 235 FEET RADIUS CURVE TO THE LEFT, 5.36 FEET (CHORD TO THE NORTH 22°25'54" WEST); THENCE EAST 23.66 FEET MORE OR LESS TO BEGINNING. (BEING A PORTION OF SAID SUBDIVISION LOT 103)

PARCEL 5:

LOT 104, HIGHRIDGE COMMERCIAL SUBDIVISION, AMENDING LOTS 1-3 OF HIGHRIDGE ESTATES PHASE 2 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

PARCEL 6:

LOT 105, HIGHRIDGE COMMERCIAL SUBDIVISION, AMENDING LOTS 1-3 OF HIGHRIDGE ESTATES PHASE 2 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

PARCEL 7:

LOT 106, HIGHRIDGE COMMERCIAL SUBDIVISION, AMENDING LOTS 1-3 OF HIGHRIDGE ESTATES PHASE 2 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.